

MIAMI BEACH

Finance and Citywide Projects Committee Meeting
City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
March 22, 2019 - 8:00 AM

Commissioner Ricky Arriola, Chair
Commissioner Michael Góngora, Vice-Chair
Commissioner Mark Samuelian, Member
Commissioner Micky Steinberg, Alternate

John Woodruff, Liaison
Morgan Goldberg, Support Staff

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OLD BUSINESS

1. **DISCUSS ENGAGING IN A PILOT WITH CAMINO PERMITTING SOFTWARE**
September 12, 2018 - C4 N
Sponsored by Commissioner Arriola
Building/Planning/IT
2. **UPDATE ON ENERGОВ PERMITTING SYSTEM**
April 26, 2017 - C7 M
Information Technology
3. **DISCUSSION TO CONSIDER REVISING THE "SPECIAL EVENTS REQUIREMENTS AND GUIDELINES," BY AMENDING THE FOLLOWING SECTIONS: "APPLICATION DEADLINES," "BOOKING POLICY," "SPECIAL EVENT DEFINITION, EVENT CATEGORIES AND PROPOSED FEE SCHEDULE," "USE OF PUBLIC PROPERTY INCLUSIVE OF A NEWLY CREATED "VENUE FREQUENCY USE," "VENUE CATALOG," AND "RESIDENT BENEFIT," REGULATIONS, HEREBY PERMITTING AND REGULATE 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 and Culture
4. **DISCUSSION REGARDING THE ANNEXATION OF NORTH BAY VILLAGE, AND TO REVIEW PROPERTY TAXES, ECONOMIC IMPACT, AND VALUE**
September 12, 2018 - R9 E
Sponsored by Commissioner Arriola
Office of the City Attorney
5. **DISCUSSION REGARDING THE ANNEXATION OF THE WESTERNMOST ISLANDS OF THE VENETIAN ISLANDS AND MAKING THEM A PART OF MIAMI BEACH, AND TO REVIEW PROPERTY TAXES, ECONOMIC IMPACT, AND VALUE**

September 12, 2018 - R9 F
Sponsored by Commissioner Góngora
Office of the City Attorney

6. **DISCUSSION REGARDING ESTABLISHING A PILOT PROGRAM FOR DOCKED ELECTRIC-ASSISTED BICYCLE SHARING SERVICES**

October 18, 2017 - C4 J

Sponsored by Commissioner Arriola
Transportation

Status: Item deferred to the April 19, 2019 FCWPC meeting, pending discussions at the NCAC.

7. **A. DISCUSSION REGARDING THE NORTH BEACH TOWN CENTER GARAGE**

B. DISCUSSION REGARDING THE JANUARY 8, 2019 BUDGET AND ADVISORY COMMITTEE MOTION REGARDING AN ECONOMIC ANALYSIS ON THE NORTH BEACH TOWN CENTER PROPOSED GARAGE DEVELOPMENT PROJECT

April 11, 2018 - R7 A/ January 16, 2019 - C4 AN

B. Sponsored by Commissioner Góngora
Economic Development/Office of the City Manager

Status: Supplemental updated on 3/20/19.

NEW BUSINESS

8. **DISCUSSION REGARDING A MID-YEAR CAPITAL BUDGET AMENDMENT FOR THE FUNDING OF INTERIOR/EXTERIOR RENOVATIONS OF BEACHFRONT RESTROOMS WITH REMAINING FUNDS FROM COMPLETED CAPITAL PROJECTS**

March 13, 2019 - C4 G

Parks and Recreation

Status: Supplemental updated on 3/20/19.

9. **DISCUSSION REGARDING A NEW LEASE BETWEEN THE CITY (LANDLORD) AND STATE SENATOR JASON PIZZO (TENANT) CONSISTING OF APPROXIMATELY 109 SQUARE FEET OF OFFICE SPACE FOR USE AS A DISTRICT OFFICE, LOCATED AT 1701 MERIDIAN AVENUE, MIAMI BEACH, FLORIDA, WITH AN INITIAL TERM OF TWELVE (12) MONTHS, WITH THREE (3) RENEWAL OPTIONS OF ONE (1) YEAR EACH, AT CITY MANAGER'S SOLE DISCRETION.**

Economic Development

10. **DISCUSSION REGARDING A NEW LEASE BETWEEN THE CITY (LANDLORD) AND MIAMI-DADE COUNTY (TENANT), FOR USE AS THE DISTRICT OFFICE OF COUNTY COMMISSIONER EILEEN HIGGINS; SAID LEASE CONSISTING OF APPROXIMATELY 412 SQUARE FEET OF OFFICE SPACE AT MIAMI BEACH CITY HALL, LOCATED AT 1700 CONVENTION CENTER DRIVE, WITH AN INITIAL TERM OF TWELVE (12) MONTHS, COMMENCING ON DECEMBER 1, 2019 AND EXPIRING ON NOVEMBER 30, 2020, WITH TWO (2) RENEWAL OPTIONS OF FOUR (4) YEARS EACH, AT THE CITY MANAGER'S SOLE DISCRETION**

Economic Development

11. **DISCUSSION REGARDING FEE WAIVERS FOR THE SOUTH BEACH SEAFOOD FESTIVAL**

February 13, 2019 - C4 D

Sponsored by Commissioner Góngora

Tourism and Culture

Status: Supplemental updated on 3/20/19.

12. **DISCUSSION REGARDING THE ADMINISTRATION'S PROCEDURE FOR WELCOMING NEW BUSINESSES TO MIAMI BEACH**

December 12, 2018 - C4 E

Sponsored by Commissioner Arriola

Economic Development

13. **DISCUSS THE DESIGN AND PLAN CONCEPT FOR THE OCEAN TERRACE NEIGHBORHOOD URBAN DESIGN PLAN BY THE CORRADINO GROUP AND REFERRING THE PROPOSED IMPLEMENTATION PLAN FOR PRIORITIZATION AND POTENTIAL FUNDING OPTIONS**

DISCUSSION TO CONSIDER THE VACATION OF PORTIONS OF OCEAN TERRACE, 74TH AND 75TH STREETS IN FAVOR OF OCEAN TERRACE HOLDINGS, LLC AND TO NEGOTIATE A DEVELOPMENT AGREEMENT THAT PROVIDES FOR A PUBLIC BENEFIT TO CONSTRUCT THE OCEAN TERRACE PARK PROJECT

December 12, 2018 - C7 AE/March 13, 2019- C4 F

Sponsored by Commissioner Arriola

Economic Development/Office of the City Manager

14. **DISCUSSION TO CONSIDER DEVELOPING AND FUNDING A PROGRAM FOR TEMPORARY PUBLIC ARTISTIC INSTALLATIONS**

January 16, 2019 - C4 D

Sponsored by Commissioner Arriola

Tourism and Culture

15. **DISCUSSION REGARDING THE CREATION OF A PROCESS FOR APPLYING FUTURE CREDITS TO PREVIOUSLY PAID LAND USE BOARD FEES MORE THAN AN ESTABLISHED CAP ON PER SQUARE FOOT FEES**

January 16, 2019 - R9 T

Planning

16. **DISCUSSION REGARDING AN UPDATE OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE AND THE CREATION OF A RESILIENCY CODE**

January 16, 2019 - R9 T

Planning

17. **DISCUSSION ON UPDATING MINIMUM WAGES ON CITY FUNDED CONSTRUCTION CONTRACTS**

January 16, 2019 - C4 M

Sponsored by Commissioner Steinberg

Procurement/CIP

Status: Item deferred to the April 19, 2019 FCWPC meeting.

18. **DISCUSSION REGARDING THE MAYOR'S BLUE RIBBON 41ST STREET COMMITTEE MOTIONS**

February 13, 2019 - C4 B

Sponsored by Commissioner Alemán

Economic Development/Police

Status: Supplemental updated on 3/20/19.

19. **DISCUSS THE DESIGN AND PLAN CONCEPT FOR THE 41ST STREET DESIGN AND VISION PLAN BY ALTA/GEHL REFERRING THE PROPOSED PLAN FOR PRIORITIZATION AND POTENTIAL FUNDING OPTIONS**

January 16, 2019 - R7 G

Economic Development

Status: Supplemental updated on 3/20/19.

DEFERRED ITEMS

20. **DISCUSSION REGARDING THE REVIEW OF THE JULIA TUTTLE BUS RAPID TRANSIT DEMONSTRATION PROJECT**

May 16, 2018 - C4 R

Sponsored by Commissioner Samuelian

Transportation

Status: Update to be provided at the April 19, 2019 FCWPC meeting.

21. **DISCUSSION REGARDING THE BUDGET ADVISORY COMMITTEE MOTION THAT THE CITY OF MIAMI BEACH COMPLETE A FACILITY CONDITION ASSESSMENT**

December 12, 2018 - C4 H

Sponsored by Commissioner Samuelian

Property Management

Status: Update to be provided at the April 19, 2019 FCWPC meeting.

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

June 6, 2018 - C4 E

Sponsored by Commissioner Arriola

Tourism, Culture, and Economic Development/Legal

Status: Item deferred to the April 19, 2019 FCWPC meeting, pending proposal from Miami Beach Rowing Club.

23. **DISCUSSION REGARDING BENCHMARKING OF IMPACT FEES**

January 16, 2019 - C4 G

Sponsored by Commissioner Alemán

Economic Development

Status: Item deferred to the April 19, 2019 FCWPC meeting, pending input from the new Economic Development Director.

24. **DISCUSSION REGARDING ANNUAL ADJUSTMENTS (EG. CPI) FOR CITY FEES AND CHARGES**

December 12, 2018 - C4 D

Sponsored by Commissioner Samuelian

Office of Budget and Performance Improvement

Status: Item deferred to the April 19, 2019 FCWPC meeting, pending consultant's report and recommendation.

25. **DISCUSSION REGARDING SOUTH FLORIDA SENIORS IN ACTION LEASE MODIFICATIONS**

February 13, 2019 - C4 E

Sponsored by Commissioner Góngora

Economic Development

Status: Item deferred to the April 19, 2019 FCWPC meeting, per sponsor's request.

26. **DISCUSSION REGARDING ESTABLISHING A HISTORIC PRESERVATION FUND**
April 11, 2018 - C4O
Sponsored by Commissioner Arriola
Finance/Planning
Status: Item deferred to the April 19, 2019 FCWPC meeting.
27. **DISCUSSION ON ACTIVATING VACANT STOREFRONTS INCLUDING THE PURCHASE OF NEW COVERS AND EXPLORING NEW DESIGNS THAT REFLECT NORTH BEACH, MID-BEACH AND SOUTH BEACH AND IDENTIFYING FUNDS FOR THE PURCHASE**
April 11, 2018 - C4 J
Sponsored by Commissioner Arriola and Co-Sponsored by Commissioner Samuelian
Economic Development
Status: Item deferred to the April 19, 2019 FCWPC meeting, pending recommendation from the NCAC regarding the storefront cover designs.
28. **DISCUSSION REGARDING THE LOCATION OF A STORAGE FACILITY AND NEW RESTROOMS FOR SOUNDSCAPE PARK**
January 16, 2019 - C4 I
Tourism and Culture
Status: Item deferred to the April 19, 2019 FCWPC, pending details and rendering.
29. **DISCUSSION REGARDING A NEW LEASE BETWEEN THE CITY AND LIVING ARTS TRUST, INC. D/B/A O CINEMA, FOR THE SPACE CURRENTLY OCCUPIED BY MIAMI FILM SOCIETY, INC. D/B/A MIAMI BEACH CINEMATHEQUE, CONSISTING OF APPROXIMATELY 2,523 SQUARE FEET, LOCATED AT 1130 WASHINGTON AVENUE, 1ST FLOOR SOUTH, FOR A PERIOD OF THREE (3) YEARS, WITH TWO (2) ADDITIONAL RENEWAL OPTIONS, FOR THREE (3) YEARS EACH, AT THE CITY MANAGER'S SOLE DISCRETION**
February 13, 2019 - C4 A
Economic Development
Status: Item deferred to the April 19, 2019 FCWPC meeting, pending revised proposal from O Cinema.
30. **DISCUSSION REGARDING THE BIGBELLY PROGRAM AND POTENTIAL WAYS TO SUBSIDIZE ITS COSTS**
October 17, 2018 - C4 I
Sponsored by Commissioner Arriola
Public Works
Status: Item deferred until meeting with BigBelly and Public Works has taken place.
31. **DISCUSSION TO REVIEW THE CITY'S FORTHCOMING STORMWATER MANAGEMENT BUDGET AS WELL AS RELATED UTILITIES, ABOVE GROUND, AND OTHER ASSOCIATED COSTS**
September 12, 2018 - C4 G
Sponsored by Commissioner Samuelian
Public Works
Status: Item deferred to the April 19, 2019 FCWPC meeting, pending information from Jacobs Engineering.
32. **DISCUSSION REGARDING THE RECYCLING FEE AND BACKYARD SERVICE COST**
September 12, 2018 - R5 M
Sponsored by Commissioner Arriola

Public Works

Status: Item deferred in order to be discussed as part of the program budget process.

33. **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

Status: Item deferred, pending conversation with Savino Miller about the swimming pool and to reevaluate its location.

34. **DISCUSSION REGARDING THE LIVING WAGE RATES FOR FISCAL YEAR 2019/20, IN ACCORDANCE WITH CHAPTER 2, ARTICLE VI, DIVISION 6, SECTION 2-4, OF THE CITY CODE**

March 13, 2019 - C4 H

Procurement

Status: Item to be heard at the April 19, 2019 FCWPC meeting.

35. **DISCUSSION REGARDING WAIVING FEES AND SPONSORING THE 2ND ANNUAL SOUTH BEACH MANGO FESTIVAL**

March 13, 2019 - C4 I

Sponsored by Commissioner Samuelian and Co-sponsored by Commissioner Góngora

Tourism and Culture

Status: Item to be heard at the April 19, 2019 FCWPC meeting.

36. **DISCUSSION OF DISABILITY ACCESS COMMITTEE MOTION MADE AT THEIR JANUARY MEETING REGARDING FUNDING FOR THE SOUTH BEACH JAZZ FESTIVAL**

March 13, 2019 - C4 J

Sponsored by Commissioner Góngora

Tourism and Culture

Status: Item to be heard at the April 19, 2019 FCWPC meeting.

37. **DISCUSSION REGARDING PROGRAMMING SMALL SIDED SOCCER FIELDS IN ONE OR MORE OF THE WEST LOTS**

March 13, 2019 - C4 K

Sponsored by Commissioner Arriola

Parks and Recreation/Office of Capital Improvements

Status: Item to be heard at the April 19, 2019 FCWPC meeting.

38. **DISCUSSION REGARDING THE MARINE AND WATERFRONT PROTECTION AUTHORITY'S RECOMMENDATION REGARDING THE ESTABLISHMENT OF A MOORING FIELD IN SUNSET HARBOUR**

March 13, 2019 - C4 M

Sponsored by Commissioner Arriola

Public Works/Office of the City Attorney

Status: Item to be heard at the April 19, 2019 FCWPC meeting.

39. **DISCUSSION REGARDING ADDING A "SENIORS GOT TALENT" EVENT/FESTIVAL TO BE PRODUCED THROUGH OUR PARKS AND RECREATION DEPARTMENT**

March 13, 2019 - C4 N

Sponsored by Commissioner Góngora

Parks and Recreation

Status: Item to be heard at the April 19, 2019 FCWPC meeting.

40. **DISCUSSION TO PROVIDE FUNDING FOR DIVERSITY TRAINING TO SPECIFIED CITY DEPARTMENTS**
March 13, 2019 - C7I
Sponsored by Commissioner Góngora
Organizational Development
Status: Item to be heard at the April 19, 2019 FCWPC meeting.
41. **UPDATE ON THE PROGRESS OF THE TRAFFIC MITIGATION STRATEGY TO HELP REDUCE TRAFFIC IMPACTS OF THE CONNECTING MIAMI CONSTRUCTION PROJECT**
March 13, 2019 - R7 G
Sponsored by Commissioner Samuelian
Transportation
Status: Item to be heard at the April 19, 2019 FCWPC meeting.
42. **DISCUSSION REGARDING A REFERENDUM FOR A 1% HOMELESS AND DOMESTIC VIOLENCE TAX WITHIN THE CITY OF MIAMI BEACH AND DISCUSS FUNDS AVAILABLE FOR THE HOMELESS PROGRAM**
March 13, 2019 - R7 E
Sponsored by Commissioner Arriola
Office of the City Attorney/Office of Housing and Community Services
Status: Item to be heard at the April 19, 2019 FCWPC meeting.
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MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: March 22, 2019

SUBJECT: **DISCUSS ENGAGING IN A PILOT WITH CAMINO PERMITTING SOFTWARE**

KEY INTENDED OUTCOME:

Enhance External And Internal Communication From And Within The City

HISTORY:

The Camino permitting software overview was presented at the September 14, 2018 Finance and Citywide Projects Committee. Camino representatives also met with staff from Building, Planning and City Manager's Office. At that time the direction to Issue an RFP, continue the studying of the processes and come back to the November 30, 2018 FCWPC meeting with an update. At the November 30, 2018 FCWPC meeting, the item deferred to the March 2019 FCWPC meeting, pending the issuance of an RFP and the continued studying of the City's processes.

ANALYSIS:

Currently, the development process study is wrapping up and the consultant Matrix Consulting group is finalizing its report. An update on the progress of this report is being presented at the April 3, 2019 Land Use and Development Committee Meeting. Based on the recommendations of the consultant the Building Department and Planning Department are looking at efficiencies to improve to our development processes. Some improvements will be administrative in nature and others may require legislative action.

These changes in our process would affect any "permitting guidance software" being developed as such we will need the time to implement the changes being recommended prior proceeding with any new software.

CONCLUSION:

We have asked IT to meet with Camino and assess the product vs what we have with Energov – including a scope that clearly outlines what the software accomplishes, integration to our permitting system, and estimated time required from city staff to configure software.

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: March 22, 2019

SUBJECT: **UPDATE ON ENERGОВ PERMITTING SYSTEM**

ANALYSIS:

Discussion at Committee.

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: March 22, 2019

SUBJECT: **DISCUSSION TO CONSIDER REVISING THE “SPECIAL EVENTS REQUIREMENTS AND GUIDELINES,” BY AMENDING THE FOLLOWING SECTIONS: “APPLICATION DEADLINES,” “BOOKING POLICY,” “SPECIAL EVENT DEFINITION, EVENT CATEGORIES AND PROPOSED FEE SCHEDULE,” “USE OF PUBLIC PROPERTY INCLUSIVE OF A NEWLY CREATED “VENUE FREQUENCY USE,” “VENUE CATALOG,” AND “RESIDENT BENEFIT,” REGULATIONS, HEREBY PERMITTING AND REGULATE FURTHER USES ON PUBLIC PROPERTY AND RECONCILING SPECIAL EVENT FEES TO MATCH RECENT INCREASES ASSOCIATED WITH OTHER PUBLIC RENTAL USES.**

HISTORY:

A City of Miami Beach Permit is required for special events, defined as a temporary use on public or private property that would not be permitted generally or without restriction throughout a zoning district, but would be permitted if controlled with special review. Applications are processed on a “first come, first serve” basis unless otherwise provided for under the booking policy. Currently applicants must generally provide sixty (60) days’ notice for public use and thirty (30) days’ notice for private use. The special event process is a review and approval procedure in which all aspects of an event are coordinated through internal and community reviews.

In 1988, the City Commission approved a set Special Events Requirements and Guidelines (“Guidelines”) for any applicant who wishes to hold a special event in the City of Miami Beach. The Guidelines were designed to help guide applicants through the process of applying for a Special Events Permit and ensure minimal disruption to the impacted, surrounding environment/community.

In 1995, via Resolution No. 95-21684, several revisions to the guidelines were adopted, but the procedures set forth did not adequately address a variety of issues associated with the production of special events.

In 1998, via Resolution No. 98-23003, the guidelines were amended to incorporate direction received from neighborhood associations, property owners and citizen groups. Subsequently, in 2001, Ordinance No. 2001-3302, and the corresponding Resolution No. 2001-24341, were adopted by the City Commission, which codified the Special Event permit process and adopted separate guidelines with procedures, requirements and criteria for the issuance of permits for special events in Miami Beach.

In July 2005, additional amendments were made to the City Code and to the Guidelines relating to the

definition of a special event, consecutive day clause, permit application deadlines, neighborhood review and fines associated with the special event permit.

In 2008, via Resolution 2008-26908, additional amendments to the Guidelines were made pursuant to recommendations from the Finance and Citywide Projects Committee and direction of the City Commission, regarding trying to generate additional revenue for the City, with the addition of Temporary Sampling Permits.

In 2012, via Resolution 2012-3783, the Enforcement provisions of Guidelines permitting were strengthened, and a detailed fine structure implemented; and via Resolution 2012-28042, numerous Guidelines revisions were approved, to clarify the process and restrict public uses during high impact periods such as Spring Break and Memorial Day Weekend.

At the October 18, 2017 City Commission Meeting, the Guidelines were referred to the Finance and Citywide Projects Committee (“FCWPC”) meeting to explore possible revisions.

During the February 23, 2018 FCWPC meeting, staff were directed to conduct community outreach and gather industry feedback. City staff conducted three industry meetings on July 16 and August 30, 2018. The Industry feedback from these two meetings were captured in the updated guidelines.

On March 15, 2019, Tourism and Culture held a final meeting with the industry, where all proposed changes were discussed in detail, and were approved.

GOAL OF REVISIONS

1. To streamline applications by implementing EnerGov
2. To revise the “Booking Policy”
3. To include mandatory Resident Benefit
4. To include and promote Sustainability Enhancements
5. To Updated Proposed Parking Policies
6. To create a list of Miami Beach public venues
7. To implement “Venue Frequency Chart”
8. To create a new fee schedule for North Convention Center Park and Main Convention Center Park
9. To create Standardized Building Templates

ANALYSIS:

Over the course of the last year, the Tourism and Culture Department has worked with various City departments to update and streamline the Special Event Guidelines, to implement an online system for applications and processing, and to implement new documents which will help educate the industry and protect residents.

Below, you will find the recommended changes to the special event guidelines as reviewed with the industry. For more detailed information on these updates, please refer to the attachment “SPEV GUIDELINE REVISION EXPLANATIONS”. The changes were widely accepted at the March 15, 2019 industry meeting.

REVISE THE “BOOKING POLICY”

Public Property – All Events

Requires ninety (90) days’ notice (currently 60 days), provided all requirements are met.

Private Property – Large Events

Requires sixty (60) days' notice (currently 30 days), provided all requirements are met.

Private Property – Small Events

Requires thirty (30) days' notice (currently 30 days) provided all requirements are met.

INCLUDE MANDATORY RESIDENT BENEFIT

All public events will require a resident benefit, defined as a quantitative and tangible benefit to the residents and local community (ex: discounted tickets, educational programming, senior benefit, donation to public benefit fund, beach cleanup)

INCLUDE AND PROMOTE SUSTAINABILITY ENHANCEMENTS

New standards to prohibit plastic straws / stir sticks, glass, Styrofoam, plastic bags, and to promote biodegradable products, reusable utensils, alternative fuel sources, bicycle valet services, car-pooling.

UPDATE PARKING POLICIES

Tourism and Culture, along with the Parking Department, have proposed to use “space rentals” and “freight loading zones” to load and unload event production.

CREATE A LIST OF MIAMI BEACH PUBLIC VENUES

Tourism and Culture has created a list of all public venues within the City of Miami Beach to offer top level specifications to aide in ease of use. Such specifications include capacity, common uses, amenities, limitations and regulations). For more details, please reference the attachment “SPEV VENUE LIST”

IMPLEMENT A “VENUE FREQUENCY CHART

Tourism and Culture has created a venue frequency chart, which will give the administration and event producers, a snapshot of requirements and limitations for each public space and to ensure that public spaces in high demand, do not experience ‘User Fatigue’. For more details, please reference the attachment “SPEV FREQUENCY USE CHART”.

CREATE A NEW FEE SCHEDULE FOR NORTH CONVENTION CENTER PARK AND MAIN CONVENTION CENTER PARK

The administration believes that all Park and User fees for City parks needs to be examined in more detail, but for the purpose of this revision, we have included costs for the Convention Center Parks (North and South) as \$0.40/ per sq. foot, plus CPI for the first fifteen (15) days of use, which is comparable to current rates for that space. After fifteen (15) days, users would pay an additional \$0.02 per square foot. This rate is relevant to the rates of similar public facilities including Bayfront Park.

All other City Park spaces remain the same at \$0.25 per square foot, plus CPI until further notice.

CREATE STANDARDIZED BUILDING TEMPLATES

To increase speed of permit approvals as they pertain to the Building Department, the City of Miami Beach will accept standard details, prepared by a licensed Florida engineer, to be used by the same producer for re-curring or annual events during the same Florida Building Code Edition (every three years, with the current edition ending on December 31st 2020)

Currently, producers are required to submit a new set of detailed engineered drawings with every permit application, for review by Building.

For a detailed line by line edit of the Special Event Guidelines, please reference the attachment “SPEV GUIDELINE REVISIONS – STRIKE THROUGH”. Also attached, please find “SPEV GUIDELINE REVISIONS – CLEAN” which will give you the updated guidelines, with all edits made.

CONCLUSION:

The Administration recommends that the FCWPC approve and accept the special event guideline revisions and refer them to the Mayor and Commission for final approval and implementation.

ATTACHMENTS:

Description		Type
▣	SPEV Frequency Use Chart	Other
▣	SPEV Venue List	Other

FREQUENTLY USE CHART

Designated Event Areas	Proposed Max # of Days	Turtle Season	Sign-offs	Days of Use Oct.1 -Sept. 30
SOUTH OF FIFTH (no amplified sound permitted, excludes Pier Park)	Limited Uses	NO	NO	12
LUMMUS PARK - SPOIL AREA WEST OF DUNES (5th - 15th Streets) (7th to 9th Streets no longer available for event space)	No Limit	YES	NO	26
LUMMUS PARK BEACHFRONT - (5th - 15th Streets)	120 days	YES	NO	90
OCEAN DRIVE - (5th - 15th Streets)	No Limit	NO	Coordination with ODA	23
ESPANOLA WAY - (Washington Ave. to Drexel)	No Limit	NO	Coordinate with Espanola BID	5
LINCOLN ROAD - (Washington Ave. to Alton Road)	No Limit	NO	Coordinate with LR BID	15
SOUNDSCAPE PARK (17th Street & Washington Ave. South)	60 days	NO	Coordinate with NWS	3
FILLMORE THEATHER LAWN (17th Street & Washington Ave. North)	No Limit	NO	Coordinate with Live Nation	11
CONVENTION CENTER PARK (City Center - Convention Center Drive bet. 18th & 19th Streets)	120 days	NO	Priority for MBCC events	0 YDT
NORTH CONVENTION CENTER PARK	No limit	NO	Priority for MBCC events	0 YDT
BOTANICAL GARDENS - City Center	No Limit	NO	Coordinate with Garden	2
COLLINS AVENUE CORRIDOR - BEACHFRONT - (Lincoln Rd to 22nd Streets)	120 days	YES	NO	23
COLLINS PARK - PARK EAST/ WEST & SPOIL AREAS - (21st - 22nd Streets)	120 days	YES	NO	33
COLLINS PARK - BEACHFRONT - (21st - 22nd Streets)	120 days	YES	NO	74
BEACHFRONT - (22nd to 36th Streets - excluding residential areas)	60 days	YES	NO	44
MID BEACH - (beachfront bet. 36th - 46th Streets)	60 days	YES	NO	68
INDIAN BEACH PARK SPOIL AREA (46th Street)	60 days	YES	NO	29
BANDSHELL SANDBOWL (no amplified sound allowed unless permitted by City Manager waiver)	60 days	YES	NO	21
OCEAN TERRACE - (bet. 73rd & 75th Streets)	120 Days	NO	NO	2
NORTH BEACH - BEACHFRONT (64th - 87th Terrace excluding residential areas)	60 days	YES	NO	1
RUE VENDOME	Subject to Site Programming	NO	NO	1

*Note: all events are subject to Community Review and Require sign-offs

City of Miami Beach Special Events Venues 2019

1.



Lummus Park Beach 5th to 15th Streets – west of dunes

From the sea wall to the dunes, from 5th to 15th with the volleyball area from 7th to 9th Streets carved out to exclude usage.

Capacity: Small to large events.

Size Key

Small events	0 – 1499 Attendees
Medium events	1500 to 5000 Attendees
Large events	5000+ Attendees

Common uses: enclosed ticketed events, free and open to the public events, festivals, concerts, corporate events, fundraising events, runs/ walks, volleyball events.

Amenities:

- Spoil area is large capacity and multi-use
- Turtle lighting regulations apply to this area during Turtle Nesting Season (April – Oct).
- Commercial area

Temporary structures allowed: Small to Large tents, staging & trussing, fencing, generators, portable restrooms etc.

Back of house/basecamp area available? There is staging capacity for basecamp and production compounds north/ south of 10th Street.

Limitations and conditions:

- Full clean-up is required of all public areas inclusive of mandatory sand sifting post event, production is responsible for any damages.
- No use of the 700 to 900 blocks allowed.
- Must maintain a 25' emergency access lane on hard pack west of dunes at all times.
- All production vehicles entering hard pack require an officer escort and a Vehicle Beach Access pass.
- No personal vehicles allowed on hard pack at any time.
- May not interfere with dunes system as they are State protected.
- **Frequency of use allowance:** No limit

City of Miami Beach Special Events Venues 2019



2. Lummus Park Beach 5th to 15th Streets – east of dunes

From the dunes to the water from 5th to 15th streets.

Capacity: Small to very large events

Common uses: enclosed ticketed events, free and open to the public events, festivals, concerts, corporate events, fundraising events, runs/ walks, triathlons, volleyball events, and Art Fairs.

Amenities: Beachfront

Temporary structures allowed: Small to large tents, staging & trussing, fencing, generators, portable restrooms etc.

Back of house/basecamp area available? Yes, east or west of dunes.

Limitations and conditions:

- Florida Department of Environmental Protection Permitting necessary. When holding events during Turtle nesting season (April 1st to October 31st), the applicant may be required to hire Turtle Monitors.
- Must pay beachfront concessionaire a displacement fee.
- Full clean-up is required of all public areas inclusive of mandatory sand sifting post event, production is responsible for any damages.
- Must maintain a 25' emergency access lane on hard pack east of dunes at all times.
- All production vehicles entering hard pack need officer escort and a Vehicle Beach Access pass.
- No personal vehicles allowed on hard pack at any time.
- May not interfere with the dunes system as they are State protected.

Frequency of use allowance:

- 120/ 90 days
- Area is not available for events during Turtle Nesting Season (April 1st through Oct. 31st) as per State regulations. Use in April on a case by case basis depending on turtle activity and State approval. To inquire on availability please contact the Special Events office at 305-673-7577.

City of Miami Beach
Special Events Venues 2019



3. Española Way (Washington to Drexel)

Capacity: Small events

Common uses: Corporate events, community events, networking events, film festivals, film shoots and commercials, expanded uses for special events.

Amenities: Beautiful old-world charm, permanently closed street, an array of various restaurants, sidewalk cafes and picturesque tourist area.

Temporary structures allowed: Minimal to small temporary structures ranging from mobile stages, small tents, small generators, step and repeat, etc.

Back of house/basecamp area available?

- Minimal production parking in metered spaces
- No large basecamps/ production compounds

Limitations and conditions:

- Large events are not possible due to restrictions on space and emergency egress.
- Parking production vehicles can be challenging.
- Approval from all affected business and the Española Way BID is required.
- Noise restrictions.

Frequency of use allowance: Coordinate with Espanola Way BID.

City of Miami Beach
Special Events Venues 2019



4. Lincoln Road - 1100 block (between Lenox and Alton Road)

Capacity: Small to medium sized events up to 500 people.

Common uses: Movie premieres, corporate events, fashion shows, small community style concerts, fundraising events, runs/ walks.

Amenities: Close to many municipal parking garages, heavy foot traffic.

Temporary structures allowed: Minimal to small temporary structures ranging from mobile stages, small tents, small generators, step and repeat, etc.

Back of house/basecamp area available?

- Small scale production parking in municipal lots and in metered spaces.
- No large basecamps close by. Ample parking garages.

Limitations and conditions:

- Approval from all affected business and the Lincoln Road BID is required. This location is within the contractually carved out “Art Basel Zone,” where the City of Miami Beach grants the ABMB event producers a zone of exclusivity during the official Art Basel dates. Any use during this time (generally the first week of December) requires approval of Art Basel producers.

Frequency of use allowance: Coordinate with Lincoln Road BID.

City of Miami Beach
Special Events Venues 2019



5. Lincoln Road – between Washington Avenue and Lenox Avenue

Capacity: Small to medium sized events.

Common uses: Store grand openings, corporate events, yoga sessions, small organic musical performances, film festival events at theatres and restaurants. May be expanded for special events.

Amenities: Close to many municipal parking garages, heavy foot traffic, ability to close some side streets.

Temporary structures allowed: Minimal to small temporary structures ranging from risers/ platforms, smaller tents, trussing and generators, step and repeat, etc.

Back of house/basecamp area available?

- Small scale production parking in municipal lots and in metered spaces
- No large basecamps close by.
- A lot of municipal garages.

Limitations and conditions:

- Large events are difficult
- Approval from all affected business and the Lincoln Road BID is required.
- This location is within the contractually carved out “Art Basel Zone,” where the City of Miami Beach grants the ABMB event producers a zone of exclusivity during the official Art Basel dates. Any use during this time (generally the first week of December) requires approval of Art Basel producers.

Frequency of use allowance: Coordinate with Lincoln Road BID.

City of Miami Beach
Special Events Venues 2019



6. Soundscape Park – NE corner of Washington and 17th Street, adjacent to the New World Symphony building

Capacity: up to 3,000

Common uses: Wall casts, corporate events, press events, weddings, small cultural events, Film Festivals.

Amenities: Wallcast usage, beautiful landscaping, close to garages.

Temporary structures allowed: Small to medium tents, staging & trussing, generators, portable restrooms etc.

Back of house/basecamp area available?

- Minimal Street parking for production vehicles
- Garage adjacent for crew and attendee vehicles.
- Use of New World Symphony private loading dock by private arrangement.

Limitations and conditions:

- Minimal production parking available, noise restrictions, must work with the NWS schedule.
- Production is responsible for any damage to park landscaping and structures. This location is within the contractually carved out “Art Basel Zone,” where the City of Miami Beach grants the ABMB event producers a zone of exclusivity during the official Art Basel dates. Any use during this time (generally the first week of December) requires approval of Art Basel producers.

Frequency of use allowance:

- Cannot be permitted when New World Symphony Theatre or the City has programming.
- Not recommend for use when the Fillmore has a large concert scheduled.
- All uses must be coordinated with the New World Symphony.

City of Miami Beach
Special Events Venues 2019



7. Fillmore Miami Beach (Lawn – exterior of the Jackie Gleason Theater)

Capacity: up to 500-1000

Common uses: Used in conjunction with Fillmore rentals. Red carpet premieres, step and repeat, small tents for sponsors, etc.

Amenities: Extended use of Fillmore site. Red carpet event ready.

Temporary structures allowed: Small to medium tents, stage and trussing, red carpet/step and repeat, press & audience bleachers.

Back of house/basecamp area available?

- Small basecamp only, street meters on Washington for production vehicles and satellite trucks.
- Fillmore Drive can be used for production parking on a case by case basis and only when the Fillmore is not booked for public or private events.

Limitations and conditions:

- Production is responsible for any damage to park landscaping and structures.
- No large tents.
- Must work with Fillmore schedule.

Frequency of use allowance: Coordinate with Fillmore Management.

City of Miami Beach
Special Events Venues 2019



8. Convention Center Park - Park directly across from the Miami Beach Convention Center (MBCC) – Convention Center Drive between 18th and 19th Streets.

Capacity: Small to large events

Common uses: Art Fairs, weddings, corporate events, cultural events, press events.

Amenities: Standardized footers for tenting, water and electrical hookups, beautiful lush landscaping, close to municipal garages.

Temporary structures allowed: Large tents

Back of house/basecamp area available?

- In the Convention Center loading dock as per availability
- Metered street parking for essential production vehicles.

Limitations and conditions:

- Noise restrictions, ambiance to lower level music, no concerts allowed.
- Production responsible for any damage to park landscaping and structures.
- Private events preferred.
- This location is within the contractually carved out “Art Basel Zone,” where the City of Miami Beach grants the ABMB event producers a zone of exclusivity during the official Art Basel dates. Any use during this time (generally the first week of December) requires approval of Art Basel producers.

Frequency of use allowance:

- Area must be left open for the general public as a passive park the majority of the year.
- First rights of usage will be given to Convention Center bookings.
- Use of park considered on a case-by-case basis depending on community impact. To inquire on availability please contact the Special Events office at 305-673-7577.
- 120/90 days

City of Miami Beach
Special Events Venues 2019



9. Northern Miami Beach Convention Center Park (MBCC) – next to Carl Fisher Clubhouse

Capacity: up to 1000

Common uses: Weddings, corporate events.

Amenities:

- Adjacent to Carl Fisher Clubhouse (once renovated)
- Close to municipal garages
- Can be used in conjunction with a MBCC rental.

Temporary structures allowed: Small to medium tents, stage and trussing

Back of house/basecamp area available?

- At MBCC loading dock as per availability.
- Minimal production vehicles on site.

Limitations and conditions:

- Production responsible for any damage to park landscaping and structures.
- This location is within the contractually carved out “Art Basel Zone,” where the City of Miami Beach grants the ABMB event producers a zone of exclusivity during the official Art Basel dates. Any use during this time (generally the first week of December) requires approval of Art Basel producers.

Frequency of use allowance:

- First rights of usage will be given to Convention Center bookings.
- Use of park considered on a case-by-case basis depending on community impact. To inquire on availability please contact the Special Events Office at 305-673-7577.

City of Miami Beach
Special Events Venues 2019



10. Collins Park East – Area from 21st to 22nd east of Collins (promenade and lawn within the 21st Street parking lot)

Capacity: Up to 1000

Common uses: Art installations, fashion shows, network/ reception events, cultural events, fundraising events and weddings.

Amenities: Center City location.

Temporary structures allowed: Small, medium and large tents, stage and trussing, and generators.

Back of house/basecamp area available?

- 21st Street spoil area west of dunes.
- Parking meters on Miami Beach Drive and inside the Collins Park parking lot.

Limitations and conditions:

- No heavy production use on promenade grass.
- Use inside parking lot for event activation on a case by case basis.
- Approval from all affected business is required.
- This location is within the contractually carved out “Art Basel Zone,” where the City of Miami Beach grants the ABMB event producers a zone of exclusivity during the official Art Basel dates. Any use during this time (generally the first week of December) requires approval of Art Basel producers.
- Production responsible for any damages to grass and park/parking lot features.

Frequency of use allowance: No limit

City of Miami Beach
Special Events Venues 2019



11. Collins Park West – Park adjacent to the Bass Museum, west of Collins from 21st to 22nd Streets.

Capacity: Up to 3000

Common uses: Art Installations, fashion shows, network/ reception events, cultural events, fundraising events and weddings.

Amenities: Area can be used in conjunction with a Bass Museum event rental, beautiful landscaping.

Temporary structures allowed: Small, medium and large tents, stage and trussing

Back of house/basecamp area available?

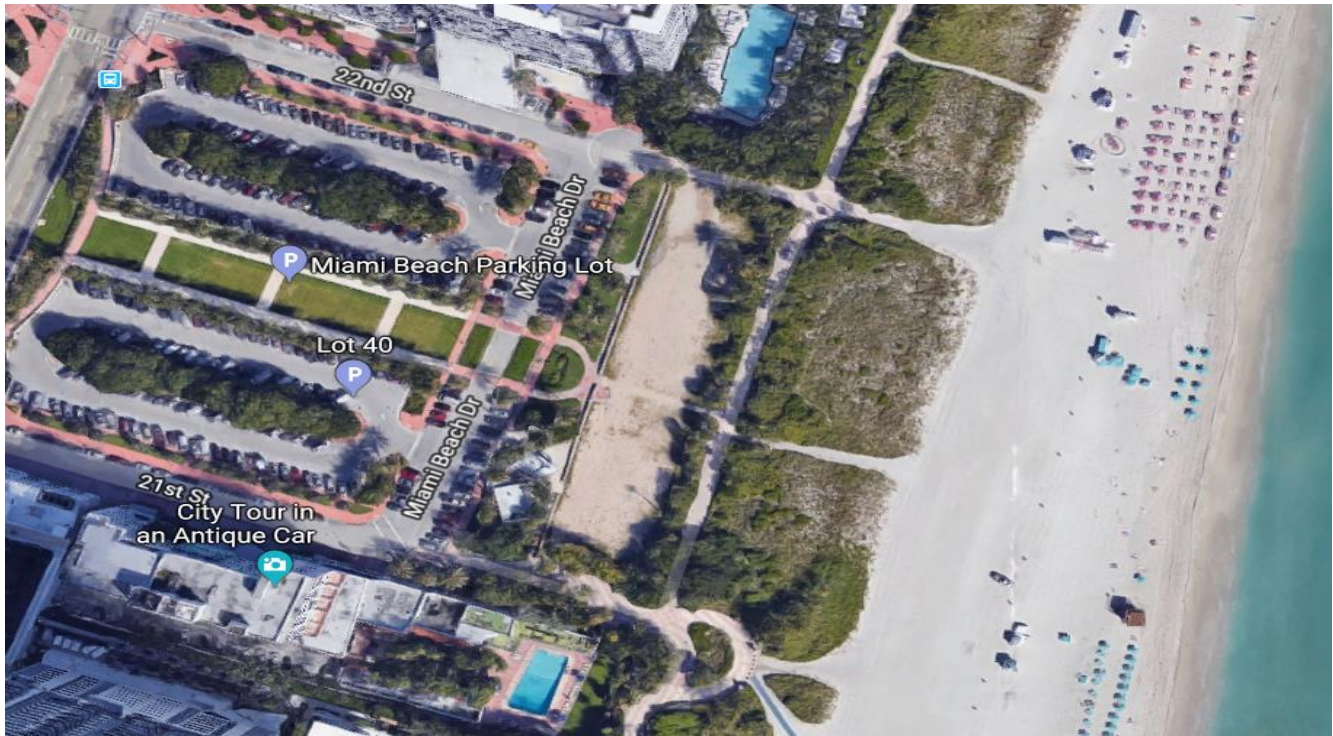
- In the 21st Street spoil area west of dunes.
- Parking meters on 21st and 22nd street for essential production vehicles.

Limitations and conditions:

- Use of rotunda is restricted.
- Signature approval of Bass Museum is required for all uses.
- There are noise restrictions in this residential area.
- This location is within the contractually carved out “Art Basel Zone,” where the City of Miami Beach grants the ABMB event producers a zone of exclusivity during the official Art Basel dates. Any use during this time (generally the first week of December) requires approval of Art Basel producers.
- Production is responsible for damages to park landscaping and grass.

Frequency of use allowance: No limit

City of Miami Beach
Special Events Venues 2019



12. Collins Park Beach – 21st - 22nd Streets beachfront east of dunes and spoil area west of dunes

Capacity: Up to 1000

Common uses: Corporate events and dinners, art Installations, polo and sports events.

Amenities: Electricity and water hook ups available, beachfront, parking close by.

Temporary structures allowed: Small to Large tents, staging & trussing, fencing, generators, portable restrooms etc.

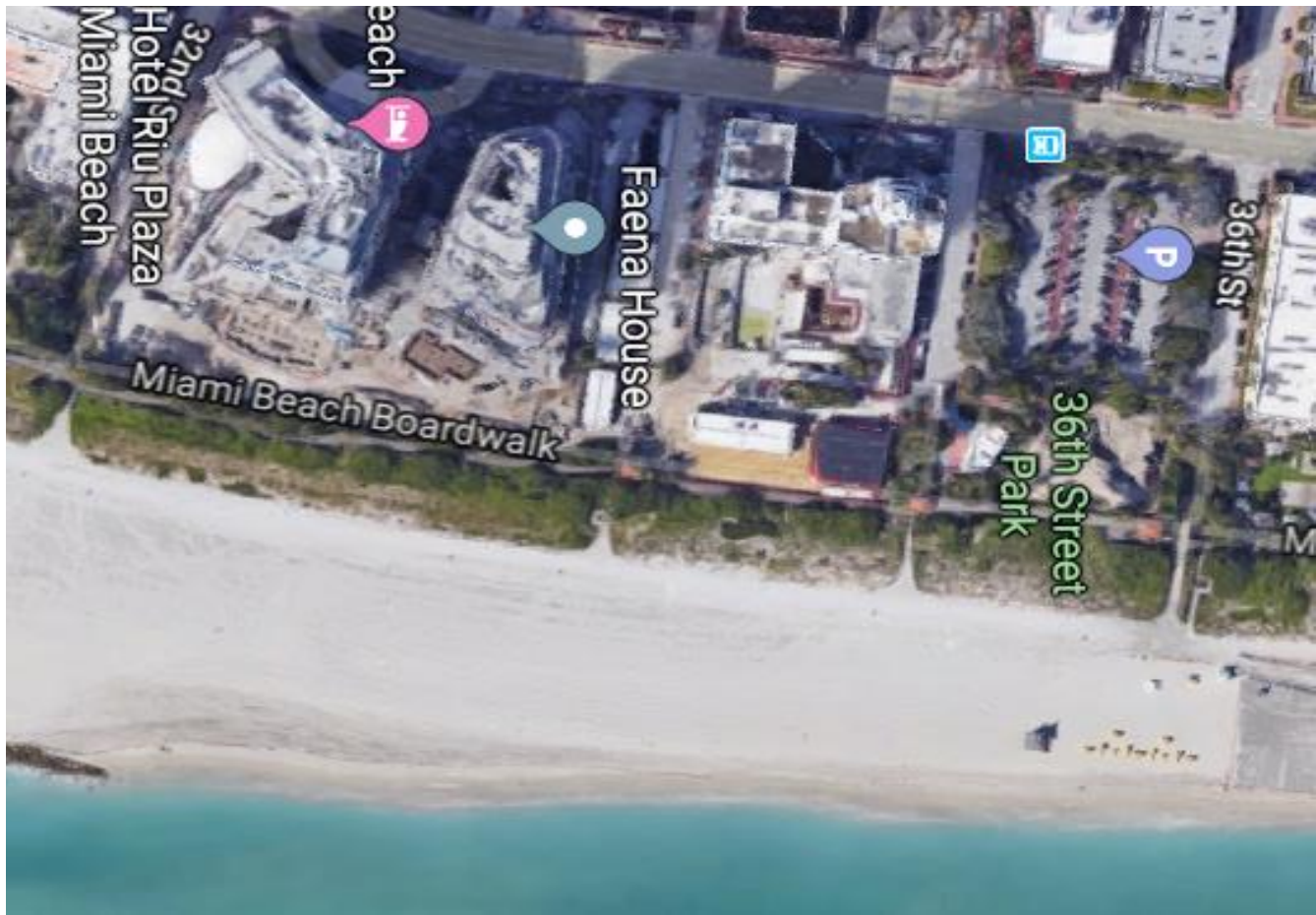
Back of house/basecamp area available?

- Spoil area, west of dunes at 22nd Street can be used as basecamp.
- Parking meters on Miami Beach Drive.

Limitations and conditions:

- Noise restrictions.
- Approval from all affected commercial business is required.
- Area east of dunes only needs concessionaire approval and displacement fee paid to concessionaire.
- Must maintain a 25' emergency access lane on hard pack west of dunes at all times.
- All Production vehicles entering hard pack need officer escort and a Vehicle Beach Access pass.
- No personal vehicles allowed on hard pack at any time.
- This location is within the contractually carved out "Art Basel Zone," where the City of Miami Beach grants the ABMB event producers a zone of exclusivity during the official Art Basel dates. Any use of area during this time (generally the first week of December) requires approval of Art Basel producers.
- Use of beachfront area restricted during the State Turtle Nesting Season, from April 1st through October 31st, with April events allowed on a case to case basis, depending on Turtle Nesting activity and impact of production and with DEP approval. The applicant may be required to hire Turtle Monitors.
- **Frequency of use allowance:** 120/ 90 days

City of Miami Beach
Special Events Venues 2019



13. Mid Beach – Beachfront (29th – 46th Streets)

Capacity: up to 1,000

Common uses: Weddings and corporate events.

Amenities: Can be used in conjunction with hotel event rentals.

Type of temporary structures allowed: Small to Medium tents.

Back of house/basecamp area available?

In metered street parking and minimally in the 35th Street parking lot.

Limitations and conditions:

- Residential area with noise restrictions.
- Approval from all affected residential and commercial business is required.
- Turtle lighting regulations apply to this area.

Frequency of use allowance:

- City works with residents to maintain a balance, use considered on a case by case basis.
- Use of beachfront area restricted during the State Turtle Nesting Season, from April 1st through October 31st, with April events allowed on a case to case basis, depending on Turtle Nesting activity and impact of production and with DEP approval.

City of Miami Beach
Special Events Venues 2019



14. Indian Beach Park – 46th Street spoil area

Capacity: Up to 5000

Common uses: Art fairs and corporate events

Amenities: Area can be used in conjunction with events adjacent hotels. Parking close and flex space.

Temporary Structures allowed: Small to Large tents

Back of house/basecamp area available?

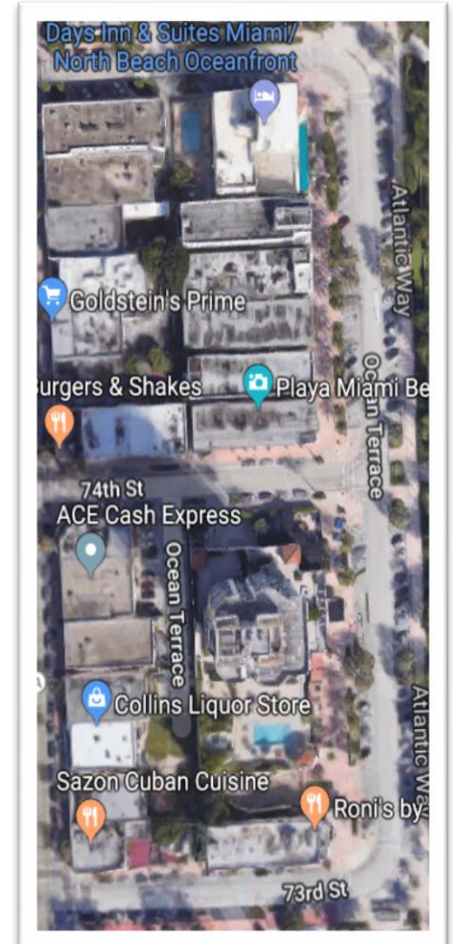
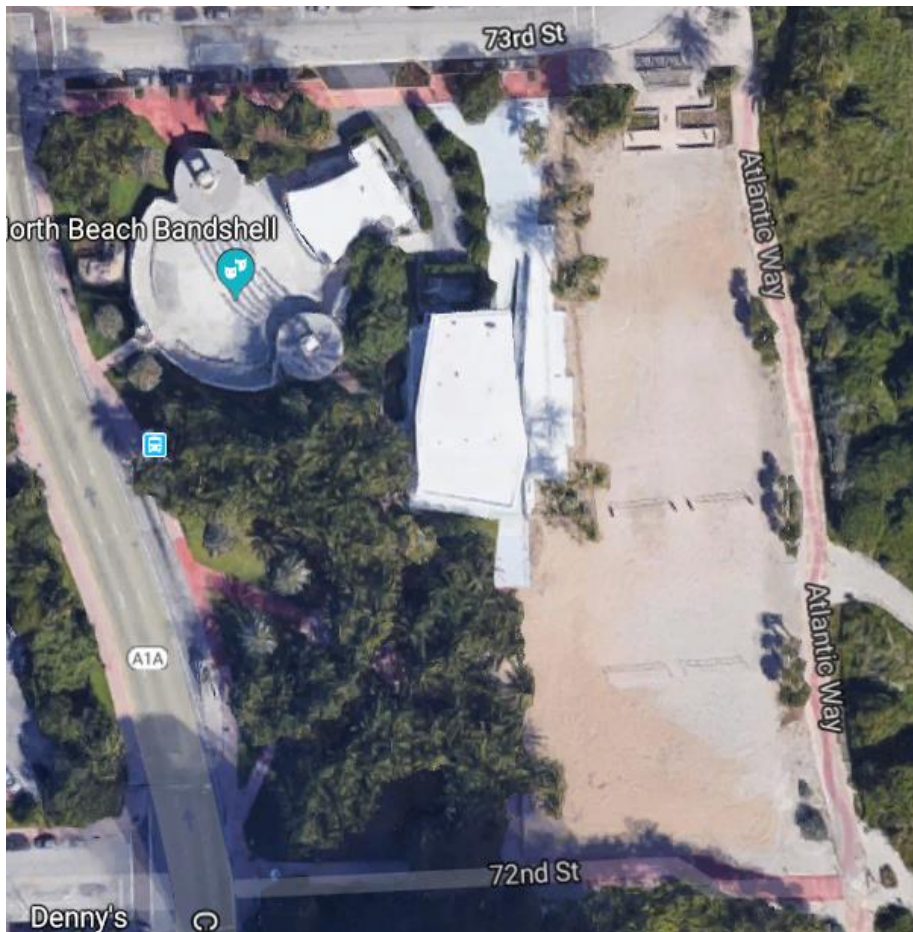
Directly on the spoil area and minimally inside the 46th street parking lot for production vehicles only (no personal vehicles)

Limitations and conditions:

- Turtle lighting regulations apply to this area Approval from all affected residential and commercial business is required.
- Noise restrictions, no concerts.
- Area of use is west of dunes only.

Frequency of use allowance: No limit

City of Miami Beach
Special Events Venues 2019



15. Ocean Terrace 73rd to 75th Streets, inclusive of 73rd Street spoil area west of dunes.

Capacity: up to 2,000

Common uses: Volleyball tournaments, street festivals, weddings, and expanded use of bandshell.

Amenities: Area can be used in conjunction with the bandshell, volleyball court and close to beach.

Temporary structures allowed: Small to medium tents.

Back of house/basecamp area available? In metered street parking and minimally in the 75th Street parking lot.

Limitations and conditions:

- Turtle lighting regulations applies to this area.
- Approval from all affected residential and commercial business is required.
- Use of the UNIDAD building not included.
- Bandshell use as per rental with facility management.
- Outdoor entertainment not allowed in the beach bowl area.

Frequency of use allowance:

- 90/ 30 days
- City works with residents to maintain a balance.
- Use considered on a case by case basis.

City of Miami Beach
Special Events Venues 2019



16. North Beach Bandshell (73rd and Collins)

Capacity: up to 1,500

Common uses: Concerts, festivals, movie screenings.

Amenities: Area can be used in conjunction with the Ocean Terrace, close to beach.

Temporary structures allowed: Small to medium tents.

Back of house/basecamp area available? In metered street parking and minimally in the 75th Street parking lot.

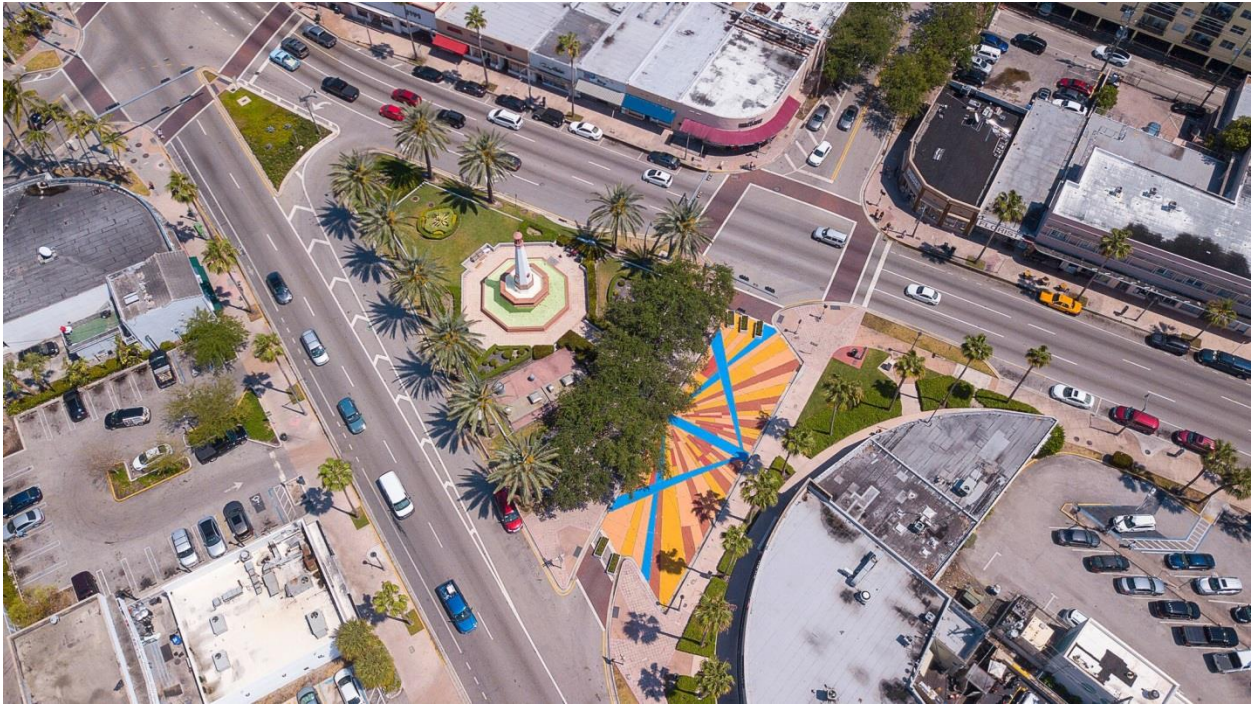
Limitations and conditions:

- Turtle lighting regulations applies to this area.
- Approval from all affected residential and commercial business is required.
- Use of the UNIDAD building not included.
- Bandshell use as per rental with facility management.
- Outdoor entertainment not allowed in the beach bowl area.

Frequency of use allowance:

- As per Bandshell Management
- City works with residents to maintain a balance.
- Use considered on a case by case basis.

City of Miami Beach
Special Events Venues 2019



17. Rue Vendome closure at the Normandy Fountain at 71st Street

Capacity: up to 100

Common uses: Community yoga, exercise classes, community events and street markets.

Amenities: Neighborhood feel in a commercial area, road is closed already.

Type of temporary structures allowed: Small stage, small portable generator.

Back of house/basecamp area available?

Minimal production parking in metered spaces.

Limitations and conditions:

- Residential area with noise restrictions.
- Production must obtain signature approval from all affected properties.

Frequency of use allowance: No limit

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Raul J. Aguila, City Attorney

DATE: March 22, 2019

SUBJECT: **DISCUSSION REGARDING THE ANNEXATION OF NORTH BAY VILLAGE,
AND TO REVIEW PROPERTY TAXES, ECONOMIC IMPACT, AND VALUE**

ANALYSIS:

Discussion at Committee.

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Raul J. Aguila, City Attorney

DATE: March 22, 2019

SUBJECT: **DISCUSSION REGARDING THE ANNEXATION OF THE WESTERNMOST ISLANDS OF THE VENETIAN ISLANDS AND MAKING THEM A PART OF MIAMI BEACH, AND TO REVIEW PROPERTY TAXES, ECONOMIC IMPACT, AND VALUE**

ANALYSIS:

Discussion at Committee.

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: March 22, 2019

SUBJECT: **DISCUSSION REGARDING ESTABLISHING A PILOT PROGRAM FOR
DOCKED ELECTRIC-ASSISTED BICYCLE SHARING SERVICES**

ANALYSIS:

Item deferred to the April 19, 2019 FCWPC meeting, pending discussions at the NCAC.

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: March 22, 2019

SUBJECT: **A. DISCUSSION REGARDING THE NORTH BEACH TOWN CENTER GARAGE**

B. DISCUSSION REGARDING THE JANUARY 8, 2019 BUDGET AND ADVISORY COMMITTEE MOTION REGARDING AN ECONOMIC ANALYSIS ON THE NORTH BEACH TOWN CENTER PROPOSED GARAGE DEVELOPMENT PROJECT

HISTORY:

The Administration has been engaged in ongoing discussions with North Beach Town Center Development, LLC ("Developer" or "NBTC") regarding its proposed parking garage and retail development, involving City-owned parking lots in North Beach, since June 2017.

At its November 30, 2018 meeting, the Finance and Citywide projects Committee ("FCWPC") discussed the terms of the Developer's November 21, 2018 Term Sheet, and advised the Developer to substantially improve the economic terms if it wished to continue negotiations with the City. The FCWPC also recommended in favor of directing staff to engage a consultant to perform an economic impact analysis of the Developer's proposal. At its December 12, 2018 meeting, the Mayor and City Commission accepted the recommendation of the FCWPC and directed staff to engage a consultant to perform an economic impact analysis and to include the value of the City's land in the financial analysis. On January 3, 2019, the Administration met with the Developer to discuss its latest submittal and accommodations for Prima Pasta, attached hereto as Exhibit "A" (Term Sheet). The Revised Concept Plans are attached hereto as Exhibit "B". On January 8, 2019, the Budget Advisory Committee discussed the Developer's Term Sheet and passed a motion recommending the City conduct an economic analysis of the proposed parking garage and retail development.

On January 25, 2019, the City engaged Lambert Advisory to perform an economic impact assessment of the proposed North Beach Town Center project, including: 1) an economic benefit assessment for the garage/retail portion of the project between Byron Avenue and Abbott Avenue and the office/retail/residential portion of the project between Abbott Avenue and Harding Avenue, 2) the impact of overall project on the surrounding area, 3) the additional economic benefits potentially generated by the project and 4) strategic advisory services. The Economic Impact Assessment is attached hereto as Exhibit "C".

ANALYSIS:

Following is a summary of proposed project and January 3, 2019 Term Sheet:

(1) The City currently owns the five parcels outlined in red on the last page of the Term Sheet, which contain 83 surface parking spaces, and the Developer owns all the parcels outlined in yellow. The Developer would convey its five parcels

outlined in blue to the City for use in a retail and garage structure to be constructed as part of the Developer's proposed mixed use project.

(2) The appraisal submitted by the City's appraiser estimated the value of the City's parcels at \$10 million, and the value of the Developer parcels at \$9.2 million, resulting in a difference of \$800,000.

(3) Upon exchange of Developer and City parcels, the Developer will pay the City \$800,000 at closing for the difference in the appraised values.

(4) The Developer is proposing for the project between Abbott Avenue and Byron Avenue to be constructed as a single building structure (as opposed to two building structures) with condominiums containing 80,378 s.f. of retail owned by the developer. The City has the option of paying for the development rights (for spaces on Developer's site) and for the cost to design and construct either (1) a 358 parking space garage; or (2) a 479 parking space garage, with all of the parking spaces to be owned and operated by the City (except all 111 spaces on the third level as set forth more fully below). The single structure of retail and parking would no longer be considered a main use garage. After the proposed swap, the underlying land would remain separately owned by Developer and the City until the project is completed and condominiumized.

(5) The Developer will provide 111 parking spaces on the third floor of the garage. The Developer has proposed to build approximately 41,000 SF of retail space on the entire 2nd floor, with parking to now be located on Floors 3, 4 and the roof (358 space option), or on Floors 3, 4, 5 and the roof (479 space option).

- **The Cost of the 358 Space Parking Garage Option**

Due to the configuration of the parking, under the 358 space option, the City would now pay the Developer \$2,120,640 for the real estate value of the parking condo unit located on Developer's parcel. The City would receive from the Developer \$3,486,385 for the real estate value of the retail condo unit located on City's parcel, and \$800,000 for the higher value of the City's parcels for the land swap. This results in a Developer net payment to the City in the amount of \$2,165,745, which will offset the City's **\$8,398,000** construction cost of the 247 spaces (358-111=247).

Accordingly, the net out-of-pocket construction cost to the City for the 247 spaces is \$6,232,255 (\$25,232 per space).

- **The Cost of the 479 Space Parking Garage Option**

Due to the configuration of the parking, under the 479 space option, the City would now pay the Developer \$3,180,960 for the real estate value of the parking condo unit located on Developer's parcel. The City would receive from the Developer \$3,486,385 for the real estate value of the retail condo unit located on City's parcel, and \$800,000 for the higher value of the City's parcels for the land swap. This results in a Developer net payment to the City in the amount of \$1,105,425, which will offset the City's **\$12,512,000** construction cost of the 368 spaces (479-111=368).

Accordingly, the net out-of-pocket construction cost to the City for the 368 spaces is \$11,406,575 (\$30,996 per space).

(6) City to pay Developer for the City's portion of the design and construction costs for the Project, pursuant to **separate stand-alone contracts for design and construction** of the City garage, to avoid a commingling of funds and a separation of responsibilities (including separate performance bond, etc.) for the City's portion of the project; and

(7) The garage would be designed in accordance with City's design criteria for convertibility to other uses (to take into account anticipated continued declines in parking demand), with no convertibility in the first ten years following the opening of the garage, and thresholds (limits) on any potential conversion by the City, after the tenth year following opening of the garage; and

(8) At completion of construction, at which time the garage project would be condominiumized, with the City to own the City parking garage condominium unit, and Developer to own the remaining condo units within the garage for retail and loading.

(9) The Developer's current proposal includes one hour free parking for a period up to twenty (20) years.

The Developer will pay for the costs associated with implementing a validation system. The Developer will pay the City the amount of the operating losses, if any, plus a contribution of \$66,000 annually to replace the net revenue associated with the existing City-owned surface parking lots. Commencing on the fifth anniversary of the opening date, if the Developer's retail tenants occupy more than 79% of the floor area ("Occupancy Threshold"), the Developer will reimburse the City for the validated tickets, plus an annual contribution off \$66,000.

(10) The Developer currently proposes convertibility of the garage only after a minimum of 10 years, and only in the event total transient (hourly) transactions are less than certain specified thresholds "Convertibility Thresholds" as follows:

- a. A decrease of 50% or more in Garage Occupancy in any one year period, as compared to Garage Occupancy for any other one (1) year period since the Opening Date, based on hours of operation between 10AM and 6PM; or
- b. A decrease of 10% or more in Garage Occupancy, in each of three consecutive years, as compared to any one (1) year of Garage Occupancy since the Opening Date, based on hours of operation between 10AM and 6PM; or
- c. Any year in which Garage Occupancy during the year consists of a total number of transient (hourly) transactions of less than 40,000 transactions.

The Developer shall have a right of first refusal to purchase the to-be-converted area at Fair Market Value, after Year 10. After Year 20, Developer shall have a right of first refusal to the purchase of the to-be-converted area at Fair Market Value, only if the City decides to sell the property.

(11) The Developer's current term sheet now includes accommodations in an effort to allow the Prima Pasta restaurant to continue to operate. These accommodations are pending ongoing refinement by the Developer, and are subject to review by the Fire Department and Building Department. The Administration has confirmed that Prima Pasta is satisfied, subject to further refinement, that these provisions sufficiently protect Prima Pasta's interests. The Developer has agreed to include the accommodations in the development agreement.

(12) At the request of the City, NBTC has modified the concept plan to provide for a single delivery/service drive from Abbott Avenue to Byron Avenue, to address the loading concerns previously raised by the Planning Department on multiple occasions.

(13) The Developer's current proposal is for the project to be built as a single building structure, on land that is both publicly owned and privately owned, with the project to be condominiumized at completion. This legal structure is significantly different from the prior proposal, which contemplated the City garage being built as a separate structure, pursuant to a separate stand-alone construction contract, on separately owned land. The new structure raises certain complexities in connection with lender financing (as the project will partially be built on public land and cannot be lien or mortgaged) and in the event the Developer defaults.

Given the Developer's proposed structure, Developer has agreed that (1) the entire project between Abbott Avenue and Byron Avenue cannot be lien or encumbered; (2) Developer's construction loan will identify collateral other than the Project, (3) Developer has further agreed that as a condition of closing, Developer will provide evidence of lender's agreement to continue to fund the project (and thereby provide a "completion guarantee") in the event the Developer defaults and the lender forecloses on that separate collateral; and (4) the Developer entity will be constituted as a

“bankruptcy remote” entity with independent directors, to ensure that any decision to seek bankruptcy protection is made in good faith and is not arbitrary. In this regard, although as discussed more fully below, the Administration’s preference is for a structure that involves less development risk to the City (i.e., sell the City parcels to the Developer and be paid the full appraised value at closing (\$10 million), with the City to purchase the City parking condominium unit upon completion of the Project, so that City’s funds are not expended until the City is assured that the parking units would be completed and delivered to the City), the Developer has attempted to address the City’s issues to the extent possible.

Lambert Advisory Economic Impact Assessment

The following are findings from the Economic Impact Assessment performed by Lambert Advisory:

The proposed NBTC development provides for significant economic benefits to the City, including, but not limited to: a \$100+ million construction investment for the NBTC mixed-use/parking redevelopment, generating more than 410 short-term construction jobs annually during the estimated two-year development timeline; approximately 426 direct net new jobs from operations annually upon stabilized operations of NBTC that will be long-term recurring benefits to the City; and, a net present value (NPV) of an estimated \$14± million (358 space garage) to \$18.5± million (479 space garage) from incremental ad valorem tax revenue and associated ownership rights in the Town Center Garage. Accordingly, there are likely to be other broader direct and indirect community and economic benefits from NBTC in the form of new development overtime as a result of the proposed investment; and, the magnitude of which has not been seen in this area in more than 40 years. It is also worth recognizing the Developer’s effort and associated risk with assembling the adequate amount of land needed to support this type of project.

Specific to long-term/recurring impacts, there are direct potential fiscal benefits in the form of revenue associated with the City’s investment (and for either program). In the effort to monetize these benefits, the analysis considers the net present value (NPV) of the potential incremental revenue to the City over a 30-year timeframe and utilizing a 7.0 percent discount factor. Accordingly, it also considers one additional factor: at the end of the 30-year evaluation timeline, the City still retains its condominium ownership of 247/368 parking spaces in the Town Center Garage (depending upon the 358 space or 479 space scenario). Assuming these two floors remain as parking over the long-term, then the value of the City’s condominium spaces would be based upon the underlying value created through the net revenue generated. For the 358 space garage, the \$54,165 in stabilized net revenue is estimated to represent \$900,000 in capitalized value (using a 5.0 percent capitalization rate); and, \$3.0 million for the 479 space garage based upon \$177,000 in stabilized net revenue.

It is very important to note, though, that we do recognize the long-term possibility that the parking spaces could be converted to a more valuable residential and/or commercial use; and/or, that at some point in the future the City may elect to further increase density allowances and, therefore, enhance the property’s overall value. Given the variability of these alternative conditions, the capitalization approach outlined above has been utilized herein.

Based upon the evaluation factors outlined above, the following table provides a highlight of the NPV from the various potential revenue streams outlined above:

	358 Space TC Garage (\$16.2M City Investment)	479 Space TC Garage (\$21.5 City Investment)
NPV of Incremental Ad Valorem Tax from NBTC Property	\$10,100,000	\$10,500,000

NPV of Incremental Ad Valorem Tax from Surrounding Properties[1]	\$3,350,000	\$3,350,000
NPV of Incremental Parking Revenue to City	(\$425,000)	\$1,500,000
City's Air Rights (Town Center Garage)	<u>\$900,000</u>	<u>\$3,000,000</u>
NPV of Total Incremental Revenue to City	\$13,925,000	\$18,350,000

Importantly, and in addition to the benefits outline above, there are likely to be other broader direct and indirect community and economic benefits from NBTC in the form of new development overtime as a result of this level of investment that has not been seen in this area in more than 40 years. This in addition to recognizing the Developer's effort and associated risk with assembling the adequate amount of land needed to support this level of development.

[1] Based upon the mid-point of the lower and upper valuation scenarios

Administration's Concerns

While the Administration and the Developer have made significant progress since the November 30, 2018 FCWPC meeting, there are still noteworthy concerns associated with the project, including, but not limited to, the items below:

(1) The Developer's project currently consists of 80,378 SF of retail space, including a 30,151 SF grocery tenant. The Administration is concerned that the City would incur out of pocket costs of \$6.232 million (358 space option) or \$11.407 million (479 space option) for construction of all of the parking for this project, with the possibility that there will be no excess parking to serve the surrounding community, beyond the parking that is, as a practical matter, required to serve big box tenants and a grocery tenant (358 space option).

- Based on practical requirements of 3 spaces/1,000 SF for typical retail tenants and 5 spaces/1,000 SF for the grocery tenant, the parking requirement is 301 spaces just to support the on-site tenants. Therefore, under the 358 space option, most of the 247 parking spaces paid for and owned by the City are just to support the Developer. Inclusive of the 83 spaces lost from existing City lots that serve Prima Pasta and the Byron Carlyle, this results in a **net deficit of 26 spaces** in the area due to the development. Under the 479 space option, inclusive of the 83 spaces lost from existing City lots that serve Prima Pasta and the Byron Carlyle, there is only a **net gain of 95 spaces** in the area due to the development.

- Developer compares this project to Sunset Harbour; however, the vast majority of Sunset Harbour garage was additional parking to support future development. In addition, Sunset Harbour garage also does not service a large, big box retailer or grocery store. The two grocery stores nearby have their own, dedicated parking.

Sunset Harbour garage contains 439 total parking spaces and only 30,000 SF of retail space. The Sunset Harbour transaction anticipated retail demand at 4.3 spaces/1,000 SF, (or 130 parking spaces) leaving 309 spaces for general municipal use.

Updated pro formas for the proposed NBTC garage based on revenues and expenditures similar to Sunset Harbour, and at 100% daytime occupancy as proposed by the Developer, with transactions reduced by 50% after 6PM, as well as with and without 1-hour free parking are shown in Exhibit "D", resulting in a net profit prior to depreciation of \$50,500 and \$78,500 for the 358 space garage and \$194,500 and 230,500 for the 479 space garage, respectively. Comparatives to Sunset Harbour, Collins Park and Alton and 5th are shown in

Exhibit “E”.

(2) Developer proposes no convertibility of the garage for a minimum of 10 years, and only in the event total transient (hourly) transactions are less than certain specified “Convertibility Thresholds”.

Prior versions provided for convertibility without limitation after 20 years. The Administration prefers to have the option of convertibility after 20 years without limitation and for this to be made clear in the Term Sheet.

(3) The Administration previously recommended that the term sheet include the terms for accommodating the Prima Pasta access, life safety, loading, grease trap/utilities, waste removal and related issues. The Developer has included considerations for these items in the term sheet and concept plan which have been confirmed with Prima Pasta to ensure there are no material objections, as contained in the attached Exhibit “F”;; however, Life Safety and related issues must be confirmed by Fire and Building.

(4) While the proposed term sheet has addressed the potential bankruptcy issues, the structure is complex and may involve the City taking on more development risk that may be necessary for the City to participate in the project. Although the developer has general real estate experience and appears to have the financial wherewithal to proceed with the project, the Developer does not appear to have any prior experience with the development of a public project. A simpler alternative structure could be for the City to sell the City parcels to the Developer and be paid the full appraised value at closing (\$10 million), with the City to pay the full value of the City parking condominium unit upon completion of the Project, so that City’s funds are not expended until the City is assured that the parking units would be completed and delivered to the City. Developer does not agree to the proposed alternative.

Specific Concerns Identified by Lambert Advisory

- Lambert Advisory has identified the following items associated with the City/Developer’s development structure that warrants further discussion based upon the information provided to date:

(1) Developer’s Qualifications/Capacity: Based upon the documentation received, the City should consider requesting additional background information on Developer’s experience with similar projects, proposed development organizational structure (ie. partners, architect/engineer, general contractor), and support for funding capacity;

[Given the above, The Administration recommends that a thorough third party background check be conducted prior to proceeding with a Development Agreement.]

(2) Modification to Proposed Parking Density in East Lot: The East Lot currently proposed 256 total parking spaces, which is intended to support: 33,000+ square feet of retail; 62,000+ square feet of office; and 150 residential units. Understanding that there may be efficiencies in terms of shared parking and/or enhanced pedestrian access/mobility, this appears to be well below the practical parking needs for the proposed uses;

[Given these concerns, the Administration recommends that a) the Development Agreement be clear that no monthly parking will be provided in the Town Center Garage to residents or employees associated with the Developer’s mixed use project in the East Lot and b) as the level of parking may create challenges for Developer to secure financing for the mixed use project in the East Lot, that the Development Agreement contain conditions precedent in this regard.]

(3) Consideration for 479 parking spaces at Town Center Garage: As indicated within the Economic Benefit Assessment, the NBTC has the potential to encourage broader long-term benefits to the area by catalyzing new mid- to higher- density development. However, at least in the foreseeable timeframe, these

redevelopment opportunities will be supported by access to public parking, which in the case of the 358 space garage would actually be diminishing by 26 spaces as a result of the NBTC development.

(4) Developer Return on Investment (ROI): In the effort to support key assumptions and inputs for the Economic Benefit Assessment, the Developer provided a brief proforma analysis for a 358 space garage, including but not limited to: estimated construction costs, and general stabilized operating performance measures (ie. lease rates, expenses, and/or net revenue). Accordingly, and based upon the information provided, Developer indicates an ROI of less than 5.0 percent. This appears to be low in terms of benchmark proforma industry standards, which generally range from at least 8+ percent to 12+ percent (unleveraged). From the City's perspective, further discussion should be considered.

[Given the low ROI, the Developer may be motivated to sell the project before or upon completion, in which case the Development Agreement should include consideration for the City to share in the net sales proceeds.]

(5) Ensuring Tenant Standards: The Developer has indicated that Town Center Garage retail will include two major anchors, including a grocer and Target store; however, firm commitments have not been provided to date. The Economic Impact Assessment assumes these tenants will be procured, and the City should encourage timely delivery of commitments.

CONCLUSION:

Given that the City would be utilizing \$10 million in land value and incurring \$6.232 million in net out-of-pocket construction costs for 358 space garage, or \$11.407 million in net out-of-pocket construction costs for the 479 space garage, that could potentially primarily serve this retail development, along with the loss of surface lot spaces, the Administration would not recommend proceeding with this project on its merits solely as a parking garage project. The Developer argues that the City's investment is critical for this project to move forward, and therefore serve as a catalyst for economic activity in North Beach.

There is no question that North Beach has lacked economic development for many years. The City has, however, attempted to provide incentives through the increase in FAR in Town Center and the North Beach Town Center overlay. These incentives could also serve as an important economic catalyst.

Given the Economic Assessment findings, the Administration recommends forwarding this matter to the full Commission, subject to proceeding with the 479 space garage and the additional provisions below:

- Ensuring the City has the option of convertibility after 20 years without limitation.
- Conducting a thorough third party background check prior to proceeding with a Development Agreement.
- Including a provision in the Development Agreement to be clear that no monthly parking will be provided in the Town Center Garage to residents or employees associated with the Developer's mixed use project in the East Lot.
- Ensuring that securing financing for the mixed use project in the East Lot is included as a conditions precedent, in the Development Agreement.
- Include as part of the Development Agreement consideration for the City to share in any net sales proceeds should the developer decide to sell the development before or after construction.
- Including securing tenant letters of intent from the two retailers as a condition precedent in the Development Agreement.

ATTACHMENTS:

Description	Type
📎 Exhibit A - Term Sheet	Memo
📎 Exhibit B - Revised Concept Plans	Memo
📎 Exhibit C - Economic Impact Assessment	Memo
📎 Exhibit D - NBTC Garage Pro Forma	Memo
📎 Exhibit E - Comparative Pro Forma	Memo
📎 Exhibit F - Prima Pasta Letter	Memo

EXHIBIT A

JANUARY 3, 2019 TERM SHEET

71st Street Town Center Development Term Sheet

A. The Project

1. The City currently owns the five parcels outlined in red on Exhibit "A" which contain 83 surface parking spaces. North Beach Town Center Development, LLC ("Developer") owns the parcels outlined in yellow on Exhibit "A."

2. The portion of the project between Abbott and Byron would consist of one structure, consisting of 80,378 SF of retail in two stories (the "Developer Uses") and a garage with approximately 358-spaces.¹ Approximately 358 of the parking spaces would be gated public parking spaces in a City-owned parking structure (the "Town Center Garage").² Developer to pay for approximately 111 of the approximately 358 parking stalls for the Town Center Garage. The Town Center Garage property would include approximately 19,633 sq. ft. ground floor retail and loading space (and mechanical rooms) and 14,065 sq. ft. of space on the second floor for the use of Developer. The single structure will be a condominium similar to the garage and Shops at Sunset Harbor; one condominium unit will be the portion of the garage owned by the City (the Town Center Garage) and the other units will be the remaining portions of the building which will be owned by Developer.

3. The portion of the project between Abbott and Harding would consist of existing office buildings at 42,456 SF, and new a 150-unit residential building with 42,538 SF of ground floor retail uses and a 275-space parking garage, to serve the residential building and office tenants. City's participation in the project between Abbott and Harding would be limited to City's conveyance of the City-owned property located therein.

4. The City would convey its five parcels to Developer, and Developer would convey its parcels outlined in blue on Exhibit "A" to the City (the "Developer-to-City Parcels"), for use for the Town Center Garage as more particularly described in Section E and the development agreement.

5. Developer will be responsible for designing, developing, permitting and constructing the Town Center Garage, with the City to reimburse Developer as provided in Section B.2 below.

6. Once the Developer completes the construction of the Town Center Garage, the City and developer will condominiumize project as shown on the concept plan, with the City to own the Town Center Garage, and the Developer to own the approximate 19,633 sq. ft. ground floor retail and loading space (and mechanical rooms), 14,065 sq. ft. second floor space of the Town Center Garage, and 111 parking spaces on the third floor, encompassing the entire 3rd floor. ~~Once the Developer completes the construction of the Town Center Garage, the City will condominiumize the City-owned parcels (outlined in blue in Exhibit "A"), with the City to own the Town Center Garage, and the Developer to own the approximate 19,633 sq. ft. ground floor retail and loading space (and mechanical rooms), and 14,605 sq. ft. second floor space of the Town Center Garage.~~

¹ The Developer will reimburse the City for operating expenses and common area maintenance (CAM) for the Developer's condominium units per terms in a condominium declaration to be created per the Development Agreement between City and Developer.

² City has option to increase the parking count to 479 parking spaces by adding another floor of parking to the parking structure. The total cost of this structure would be \$12,992,035 \$11,406,575, given Developer's contribution and 111 parking stalls.

B. Financial Terms

1. **Developer's Payments to the City.** In consideration for the various benefits the Developer will receive as part of the transaction, the Developer will pay the City a total purchase price of \$2,165,745, consisting of the following (subject to verification and change):

a. \$800,000, consisting of the difference in the appraisal values between the City's parcels and the parcels the Developer will convey to the City (City's properties are appraised at \$800,000 higher than Developer's parcels).

b. \$1,570,640 at the appraised value of \$80/SF, for Developer's purchase of a condominium unit for the approximate 19,633 SF retail space and loading and mechanical and trash compactor area (consisting of 4 loading spaces and 1 trash compactors) (the "Retail Condominium Unit") on the first floor of the Town Center Garage.

c. \$914,225, at the appraised value of \$65/SF, for Developer's purchase of a condominium unit for the approximately 14,065 square foot retail space on the second floor of the Town Center Garage (the "Second Floor Condominium Unit").

d. \$1,001,520, at the appraised value of \$40/SF, for Developer's purchase of a condominium unit for the approximately 25,038 square foot parking area on the third floor of the Town Center Garage (the "Third Floor Condominium Unit").

ed. \$2,120,640, at the appraised value of \$40/SF, as a credit to Developer for City's purchase of a condominium unit for the approximately 53,016 square foot parking areaspace on the fourth floor and roof of the Town Center Garage (the "Garage Condominium Unit").

fe. The City will provide, for a period of up to twenty years only, twoone-hour free parking rights at the Town Center Garage, through a ticket validation system, for the benefit of Developer's retail tenants in the Developer's Retail Condominium Unit, ~~and~~ Second Floor Condominium Unit only (the "Retail Tenants"). Developer to pay for the costs associated with procuring and implementing the validation system for the Developer's Retail Tenants. Commencing on the date the Town Center Garage is in operation and open to the general public ("Opening Date"), the Developer shall pay the City the amount of the operating losses, if any, at the Town Center Garage, and a Developer Contribution of \$66,000 (for the replacement of \$66,000 in net revenue associated with the existing City-owned surface parking lots) (the "Operating Payment") each year, except as provided herein. The City and Developer will agree upon a budget for the first year of the Town Center Garage's operation (which budget shall be based upon and consistent with the pro forma attached as an Exhibit B, the proforma will be updated 90 days prior to the Opening Date), and shall include all expenses related to the operation of the Town Center Garage at City's current municipal garage standards. The Developer will make monthly payments to the City covering the estimated operating losses, and the City and Developer will reconcile the actual budget versus the estimated payments made by the Developer at the end of the year and adjust payments as necessary. Commencing on the first anniversary of the Opening Date, and each year thereafter where two-one hour free parking is provided, the budget for the Town Center Garage shall be based on the prior year's actuals. Commencing on the fifth anniversary of the Opening Date, if the Developer's Retail Tenants occupy more than 9079% of the floor area in the Developer's retail building between Abbott Avenue and Byron Avenue in any given calendar year³ (the "Occupancy Threshold"), then, in lieu of the Operating Payment, the Developer shall make a payment to the City for each such calendar year

³ The Occupancy Threshold shall be the average percentage occupancy, defined by tenants in possession of rentable floor area/square footage in the Developer's retail building between Abbott Avenue and Byron Avenue, over the 365 day period in each respective calendar year.

where the Occupancy Threshold is met or exceeded, in an amount equal to the amount of all parking tickets validated for the Retail Tenants during such calendar year, and an additional Developer contribution of \$66,000 (the "Validation Payment"). The Validation Payment shall be calculated at City's generally applicable garage parking rates, as the same may be amended from time to time. City to provide the amounts due for the Validation Payment for any given year, within thirty (30) days following the end of the year, and Developer shall pay the Validation Payment within thirty (30) days thereafter. The Occupancy Threshold shall be reevaluated annually. If the Occupancy Threshold is not met in a particular calendar year, then the Validation Payment is not owed from the Developer to the City for that respective year where the Occupancy Threshold is not met, and Developer shall be responsible for the Operating Payment for that respective year. In any event, after twenty years the oneto-hour free parking terminates, and all parking at the Town Center Garage, for both the general public and the Developer's Retail Tenants shall be made available at the City's then applicable parking garage rates, and the Developer contributions in this Section B.1.e shall cease.

g. Developer to pay the City 1.5% of construction costs for the Town Center Garage (approximately \$222,000), as required by the Art in Public Places (AiPP) Ordinance, set forth in Section 82-587 of the City Code. Such Funds to be used for the City Parking Garage or in the vicinity of the Town Center Garage, on City-owned property or City-owned rights-of-way, for public viewing. The Developer shall pay the Public Art Contribution to the City no later than thirty (30) days after the Developer obtains all necessary Building Permits for the Developer's Project. The City will pay for its portion of the AiPP Fee for its parking structure.

h. In addition to covering the expenses in Section B.1.e above, Developer to pay Developer's proportionate share of common area maintenance, including Developer's proportionate share of capital improvements for repairs to common areas ("CAM"), for the condominium units through a Declaration of Condominium (final terms re: condominium to be determined in the Development Agreement).

i. Developer to pay all of City's outside attorneys' fees and transaction costs, as referenced more fully in Section E.5 below.

j. Developer to provide an additional public benefit in the form of an annual payment of \$25,000 for five years following the issuance of all necessary building permits for the Developer's project, to be applied toward after school programs at Biscayne Elementary School.

2. City's Payments to the Developer.

a. The City will pay Developer for the design, permitting and construction of the Town Center Garage, with a construction cost cap in the not-to-exceed amount of \$34,000 per space.⁴ Net of the payments due from the Developer under Section B.1 above, City to pay the Developer the not-to-exceed amount of \$6,232,255 to design (\$25,232 per parking stall), permit and construct the Town Center Garage (the "City Costs").³

b. Following substantial completion of the first and second floor of the Town Center Garage, the City will reimburse Developer for the City Costs, based on the progress of construction work completed for the

⁴ The Administration proposes a design and construction equivalent to cap of \$34,000 per space, in line with the City's most recent design and construction costs for the Collins Park Garage. The City would then use the proceeds from the sale to offset the \$34,000 per space parking costs.

³ The final net not-to-exceed and net per space amounts set forth in Section B.2.a. shall be proportionately adjusted based on the final number of public parking spaces in the Town Center Garage, final size of the ground floor retail space and the final size of the loading and trash area. Specifically, design revisions, such as internalization of loading, or incorporation of City's design criteria for potential future conversion of the garage, may result in fewer total parking spaces at the Town Center Garage.

Town Center Garage. The City shall not be responsible for the disbursement of any sums in excess of the City Costs, except for City-requested change orders, or if not requested, change orders approved by the City Commission. Should the Developer's actual total design, permitting and construction costs be less than the \$34,000 per space charge to the City (excluding the payments due from the Developer), Developer will receive credit for 1/2 of any such cost savings against amounts due under Section B.1.e above.

c. Developer to separately identify the schedule of values and the costs incurred for the Town Center Garage, and shall track all City Costs separately from the schedule of values or costs incurred for other portions of the Developer's project. The City Costs shall not include the costs to design, permit and construct the interior of the Retail Condominium Unit(s) (such costs shall be the sole responsibility of the Developer).

C. Design and Construction of the Town Center Garage.

1. The Developer and the City will work cooperatively to seek approval of the design and development of the Town Center Garage. The Developer will be responsible for submitting any required applications for development approvals, and for securing any and all final, non-appealable development approvals and permits.

2. The City shall have review over, and final approval of, the design and construction plans and specifications for the Town Center Garage to ensure that the Improvements are designed to meet the City's needs and standards. The City shall require a copy of all actual cost estimates, plans, and construction related contracts prior to and during construction.

3. The Town Center Garage will be designed in a way that the Garage Condominium Unit can be converted to other uses after an initial period of twenty years. Developer's charges include the costs associated with the City's design criteria for accomplishing a potential future conversion. Design criteria for conversion to future use will include the following: increased floor-to-floor heights (minimum ten foot clear); maximized flat area floor plates; reduced vehicular ramp footprints in order to minimize future non-convertible areas; structural design to accommodate change of use (increased loading); inclusion of vertical plumbing/waste chases or core for future use; larger elevator shaft to accommodate future cargo elevator and utility connection points for future use.

4. Commencing on the tenth anniversary of the Opening Date, if the total transient (hourly) transactions at the Town Center Garage ("Garage Occupancy") is less than any one of the three thresholds set forth below in Subsections C.4.a, C.4.b, or C.4.c (each, a "Convertibility Threshold"), then the City has the right to convert any floor above the second third floor of the Town Center Garage to another use if any Convertibility Threshold is met in any given year. The Convertibility Thresholds are as follows:

a. A decrease of 50% or more in Garage Occupancy in any one year period, as compared to Garage Occupancy for any other one (1) year period since the Opening Date, based on hours of operation between 10AM and 6PM; or

b. A decrease of 10% or more in Garage Occupancy, in each of three consecutive years, as compared to any one (1) year of Garage Occupancy since the Opening Date, based on hours of operation between 10AM and 6PM; or

c. Any year in which Garage Occupancy during the year consists of a total number of transient (hourly) transactions of less than 40,000 transactions.

4.5. If the City makes a determination in writing that the City is going to convert one or more floors of the Town Center Garage (the "Converted Area"), the Developer shall have a right of first refusal to purchase the Converted Area at Fair Market Value, after Year 10. After Year 20, Developer shall have a right of first refusal to the purchase of the Converted Area at Fair Market Value, only if the City decides to sell the property.

5.6. The Developer shall deliver, for the City's review and approval, an estimated budget for the total cost (i.e. hard and soft costs) of the Town Center Garage, which budget shall be based upon the City-approved design and construction plans and specifications. In no event shall the City be responsible for costs in excess of the City Costs, nor shall the City have any obligation to pay any amounts in excess of the City Costs. At its sole option and discretion, the City may retain a consultant (i.e. such as a professional cost estimator) to verify the Developer's total estimated cost, with the cost of the consultant to be paid for by the Developer. Developer shall provide copies of all actual costs and invoices.

6.7. The Developer shall enter into a stand-alone fixed sum or Guaranteed Maximum Price agreement with an architect and a contractor (the "Contractors") to construct the Town Center Garage and Retail Condominium Unit, ~~and~~ Second Floor Condominium Unit and Third Floor Condominium Unit. The Developer shall select the Contractors pursuant to a competitive procurement process which will be developed, initiated, and overseen by the Developer; provided, however, that the City shall have the right to approve the recommended Contractors, which approval shall not be unreasonably withheld, and which approval shall be based upon mutually acceptable criteria for the contractor's qualifications and record of performance for a comparable project. The City shall also have the right to review and approve the contract with the selected General Contractor prior to such Contract being executed between the Developer and General Contractor.

7.8. The Developer shall provide, and shall cause its General Contractor to also provide, warranties, indemnities, and insurance in favor of the City. Prior to commencement of construction, the Developer shall cause the General Contractor to furnish City with a performance bond and payment bond, in a form acceptable to the City Attorney, and naming the City and the Developer as co-obligees. Developer and construction contractor shall ensure no liens are filed on City's property. The construction contract must be assignable to the City (i.e., in the event the Developer defaults), and City shall be a third party beneficiary to the construction contract.

8.9. The Developer shall develop a plan for construction staging in order to minimize disruptions to the area in the vicinity of the Town Center Garage. Such plan shall be subject to the City's prior approval, which shall not be unreasonably withheld, conditioned or delayed.

9.10. As a condition to closing of the swap of parcels referred to in Section A.4 above, Developer will provide the City with the term sheet or similar agreement executed between the Developer and the construction lender, which agreement shall be in form and substance satisfactory to the City Manager, to ensure that, notwithstanding any default on the part of the Developer under the construction loan, the construction lender will continue to fund construction of the Project.

D. The Operation of the Town Center Garage.

1. The City will operate the Town Center Garage as a municipal parking garage. City to have a validation system for customers of retail tenants on Developer's property for two ~~one~~-hour free parking as specified in Section B.1.e. Developer to pay for the costs of implementing the validation system for the benefit of its tenants.

2. The City will make available to North Beach residents monthly parking permits for the Town Center Garage, in the same manner as provided for residents in other City parking garages.

3. The Declaration of Condominium and/or Reciprocal Easement Agreement will, among other things, allocate CAM costs between the Developer and the City and grant appropriate easements between the Developer's project and the Developer's condominium units within the Town Center Garage and the Town Center Garage for access and circulation, including any easements and other rights necessary to allow the Developer's Retail Tenants to (i) utilize the ramp(s) and drive aisles within the Town Center Garage in order to access spaces on the Developer's Property, the Developer's Retail Building, and the parking spaces within the Town Center Garage; and (ii) access and use of Retail Condominium Unit, ~~and~~ Second Floor Condominium

Unit and Third Floor Condominium Unit. In addition, the Declaration of Condominium and/or Reciprocal Easement Agreement shall expressly provide that, if the City repurposes the Town Center Garage in the future for non-parking uses, the easement rights granted to the Developer in the Declaration of Condominium and/or Reciprocal Easement Agreement shall nevertheless continue undisturbed, and the Developer shall assume the responsibility of maintaining in good condition and repair and in accordance with the Reciprocal Easement Agreement and/or Declaration of Condominium at the Developer's sole cost and expense, any easement areas that the Developer continues to require for its uses, but which, due to such repurposing, are no longer required for the City's uses, or if agreed in the Development Agreement, at City's option, such easement areas that are or become a separate condominium unit(s) may be conveyed by the City to the Developer for an agreed purchase price and the Developer will thereafter maintain such condominium unit(s) in good condition and repair in accordance with the Declaration of Condominium.⁵

E. Other Terms.

1. The Closing for the exchange of properties shall take place within 30 days following the satisfaction of the following conditions: (i) the City Commission's adoption of all necessary amendments to the City's Comp Plan and Land Development Regulations required for the Project; (ii) the City Commission's appropriation for the City Costs to be paid to the Developer for the design, permitting, and construction of the Town Center Garage; (iii) issuance of all final, non-appealable development approvals for the Developer's Project; (iv) evidence of Developer equity and financing commitments sufficient to complete the Developer's overall project; and (v) an opinion of the City's Parking Bond rate consultant, as required by the bond covenants in the City's Parking Bond Resolution, that the transaction will not have a material adverse effect on the net revenues of the Parking System. Developer will not subject the Developer-to-City Parcels to any lien or mortgage. Developer can use other properties for collateral in a construction loan to build the project. Developer represents to City that Developer has adequate sources of capital fully to fund all of its obligations pursuant to this Term Sheet, and acknowledges and agrees that, during construction of the Project, it will have no right, power or authority to encumber, or to expose to any lien or encumbrance, any portion of the Project between Abbott and Byron, including, without limitation, any interest in any improvements thereon. Developer may terminate the Development Agreement for its convenience prior to the Closing, and in such event, neither party shall have or owe any further obligation to the other party.

2. At Closing, Developer to pay the City (i) the \$800,000 for the difference in the appraised value of the land, as set forth in Section B.1 above. The payments from Developer in subsections B.1.b and B.1.c will be applied as credits against the amounts the City is otherwise obligated to pay the Developer for the design and construction of the Town Center Garage, as set forth more fully above in Section B.

3. The Development Agreement shall include permitted uses/prohibited uses for the Developer project, along with provisions regarding a quality tenant mix. Developer to provide, at its expense, loading corridor for 71st Street shops including Prima Pasta to access Byron, as shown on submitted site plan, and Developer will also provide a grease trap for Prima Pasta. Developer and Prima Pasta have agreed to terms (pursuant to the letter from Carter McDowell of Bilzin Sumberg dated December 5, 2018 in reference to Prima Pasta Term Sheet) to be worked into the Development Agreement. ~~Developer to execute a direct agreement with Prima Pasta on such items.~~

4. Prior to the completion of the Project, any transfer of the property by the Developer (except a transfer to a related company) shall require approval by the City Commission. [Transfer/assignment provisions post-completion of Project to be further discussed, as (1) any successor in interest to Developer must assume all ongoing obligations of Developer, i.e., as to Operating Payment, Validation Payment, and any other post-

completion obligations, and (2) City needs to ensure that any successor owner has financial wherewithal to deliver on obligations].

5. Developer reaffirms its commitment, pursuant to the Reimbursement Agreement dated on or about February 18, 2018, to pay for the City's transaction costs, including outside counsel, for the Project.

6. The Developer shall obtain the full building permit for the Town Center Garage within 24 months following the execution of the Development Agreement, subject to tolling in the event of litigation and/or force majeure. Final completion of the Town Center Garage shall occur within 24 months following issuance of full building permits subject to tolling in the event of litigation and/or force majeure.

7. Termination provisions to be addressed in Development Agreement. City does not agree to any Developer termination for convenience after Closing.

8. At all times during the construction of the Project, Developer shall be a single purpose bankruptcy remote entity and Developer shall provide written evidence reasonably satisfactory to the City Manager that, among other things: (i) the principals of the Developer shall be prohibited from unilaterally filing of a bankruptcy, insolvency or similar proceeding or retaining any receiver, liquidator or the like for the Developer or Project, (ii) 2 independent directors with no affiliation whatsoever to Developer or any of Developer's principals shall be specially appointed for the Developer, and (iii) the Developer cannot without the prior unanimous written consent of all Independent Directors (A) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings, (B) seek or consent to the appointment of a receiver, liquidator, trustee, or custodian, (C) make any assignment for the benefit of creditors, or (D) take any action that might cause the Developer to become insolvent. Provisions regarding the foregoing shall be incorporated into Developer's limited liability company operating agreement and shall not be subject to change.

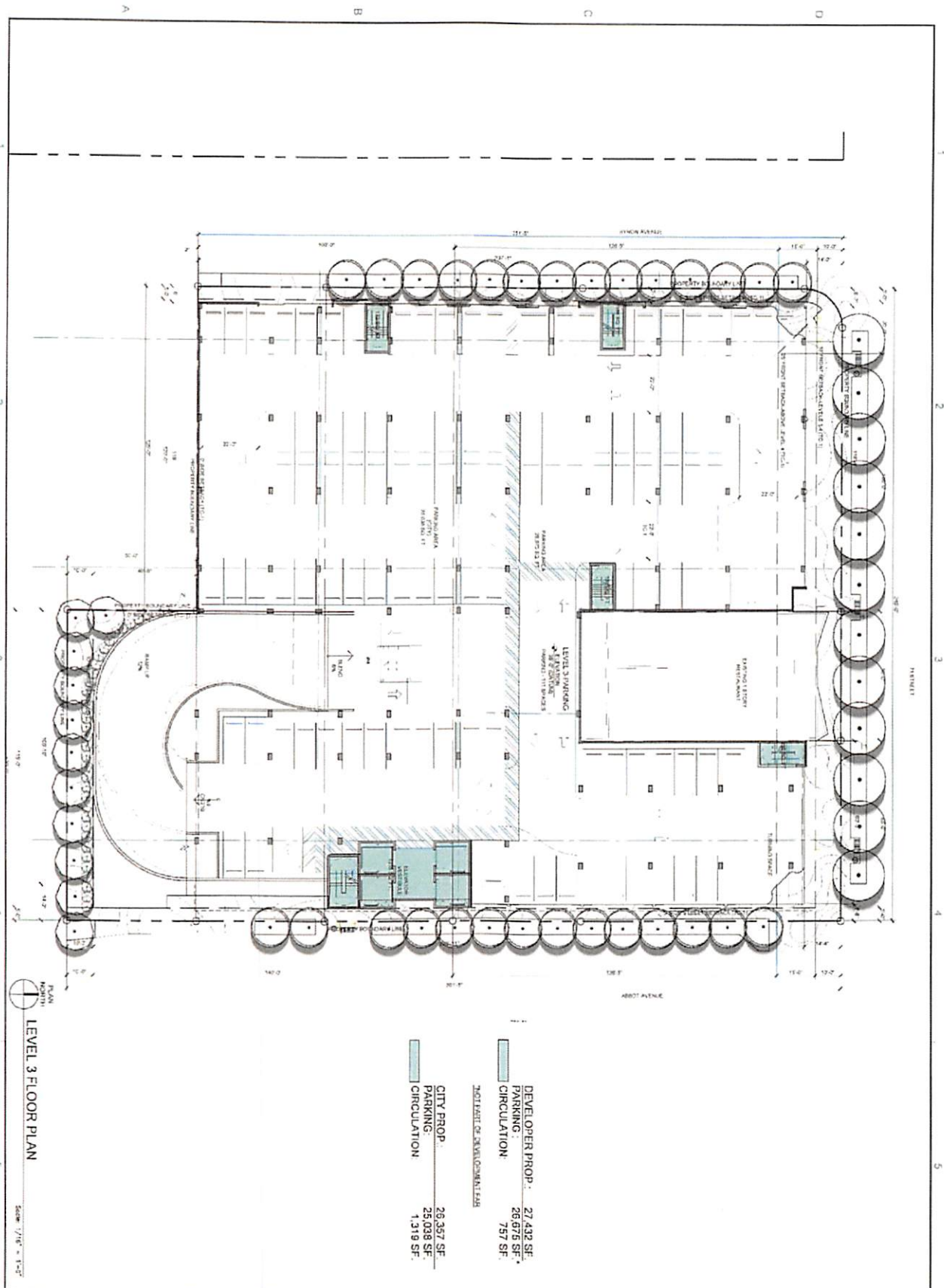
This term sheet is intended solely as a basis for negotiation of a Development Agreement, and is not intended to be, and does not constitute, a legally binding obligation of the parties. No legally binding obligations on the City or Developer will be created, implied, or inferred until a Development Agreement and related agreements regarding the subject matter of this term sheet, in final form, are approved by the City Commission and the Developer, and executed by the parties.

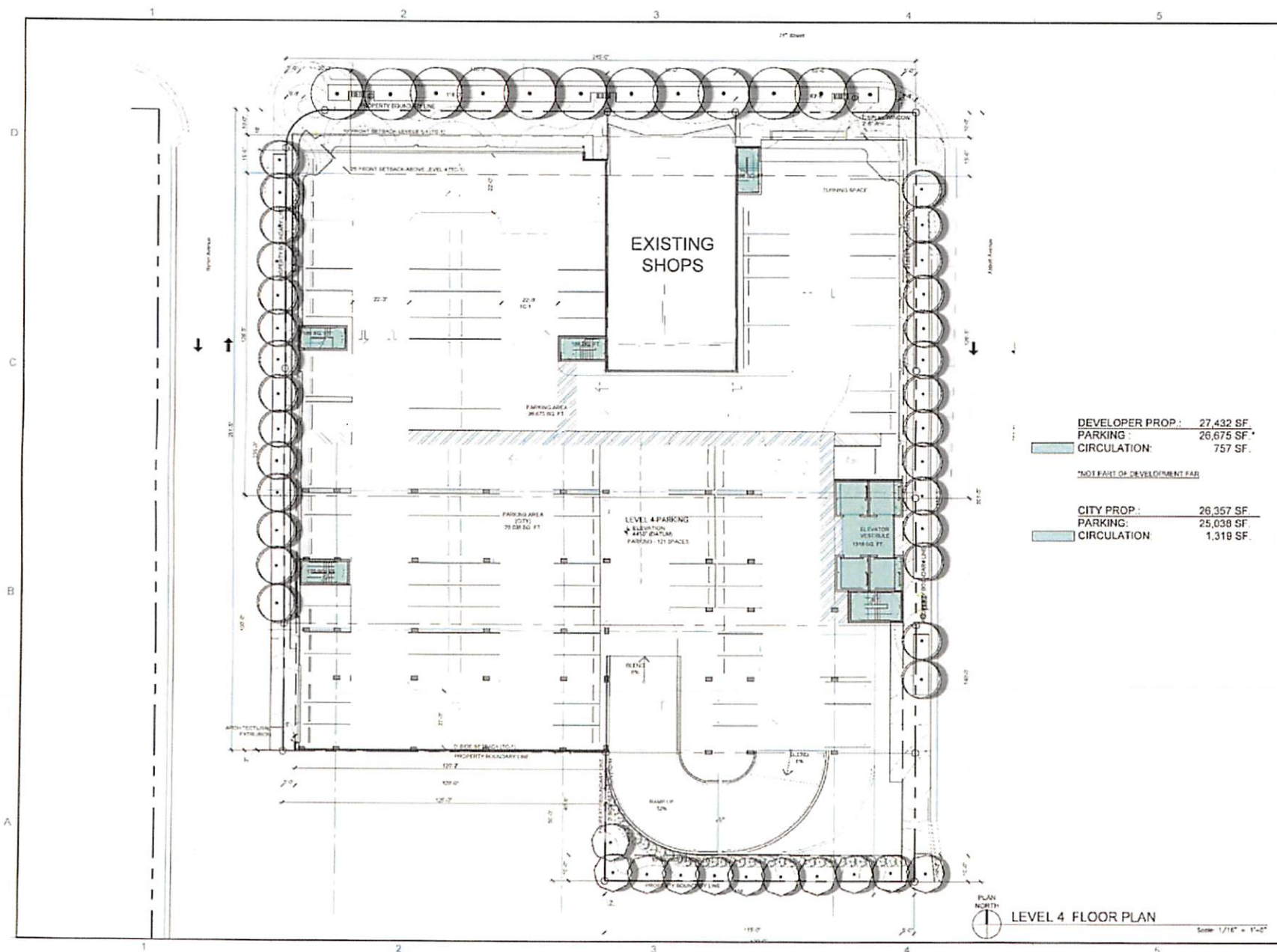
Exhibit A



EXHIBIT B

REVISED CONCEPT PLANS





REVIEWS / SUBMISSIONS

1723

71 NOBLE - WEST PARCEL
COMMERCIAL USE DEVELOPMENT
71ST STREET, MIAMI BEACH, FLORIDA

LEVEL 4 FLOOR PLAN



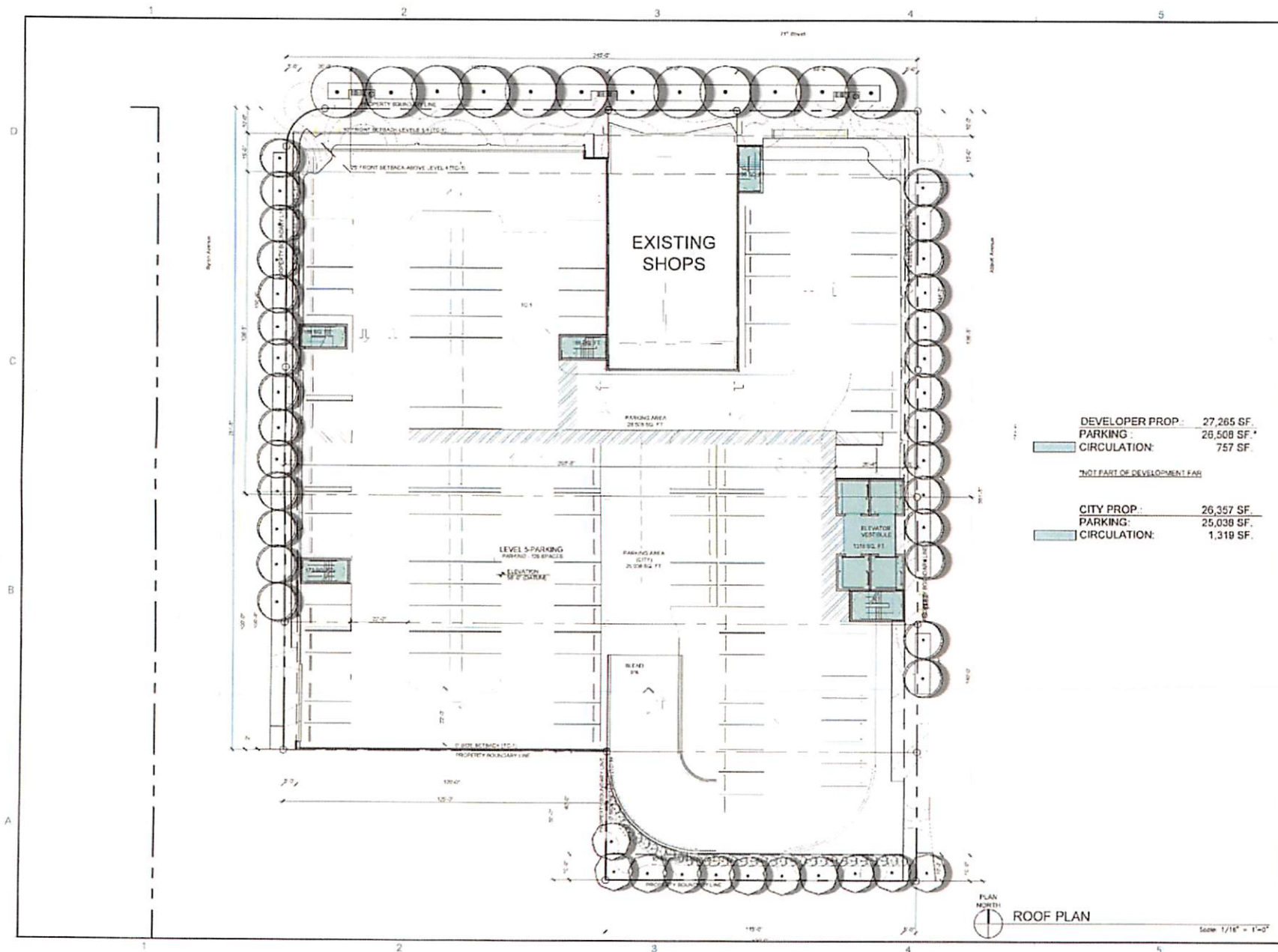
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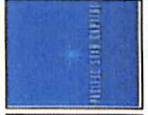


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71 NOBE - WEST PARCEL
 COMMERCIAL USE DEVELOPMENT
 71ST STREET, MIAMI BEACH, FLORIDA

ROOF PLAN



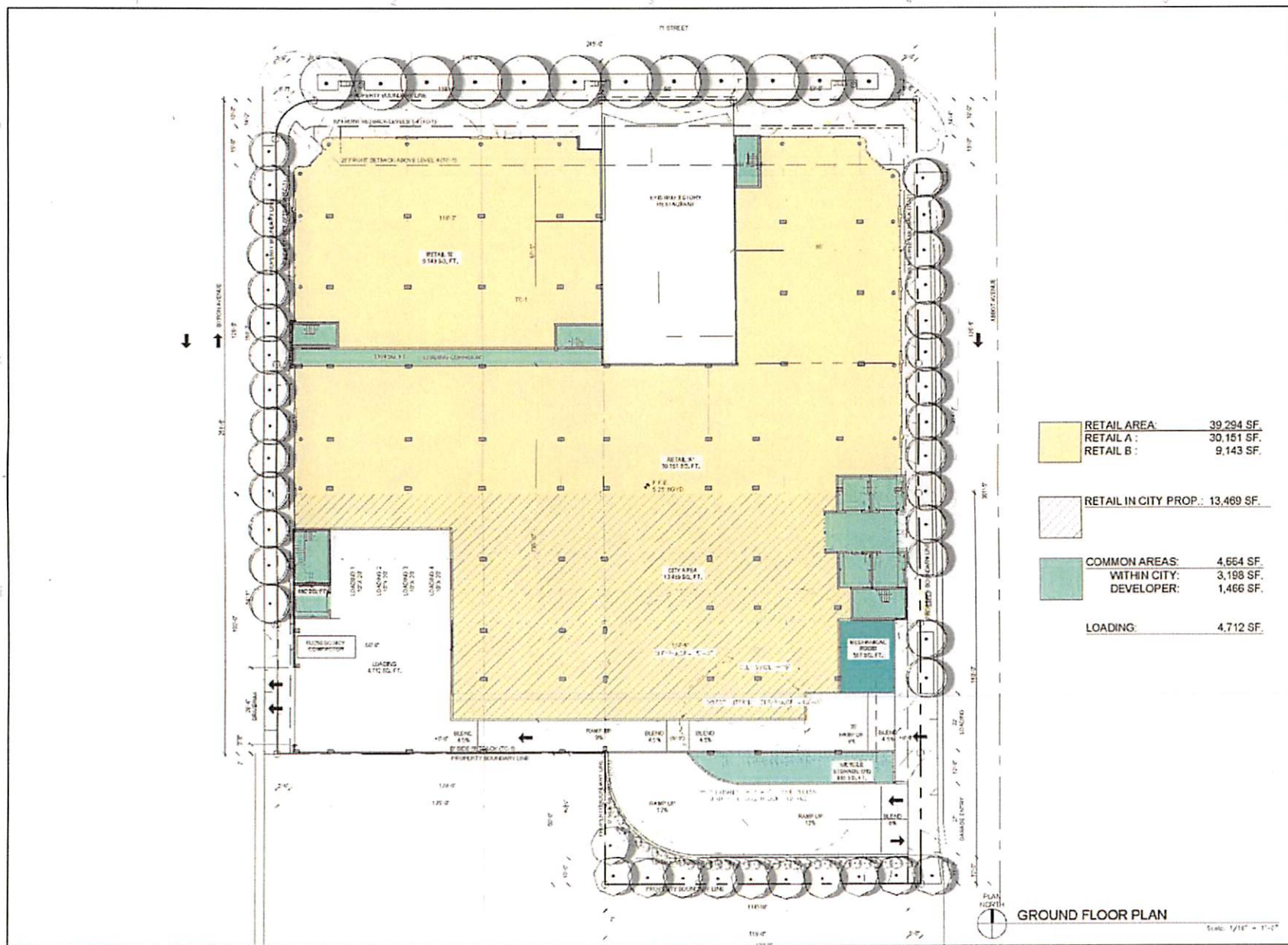
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71 NOBE - WEST PARCEL COMMERCIAL USE DEVELOPMENT 71ST STREET, MIAMI BEACH, FLORIDA
GROUND FLOOR PLAN

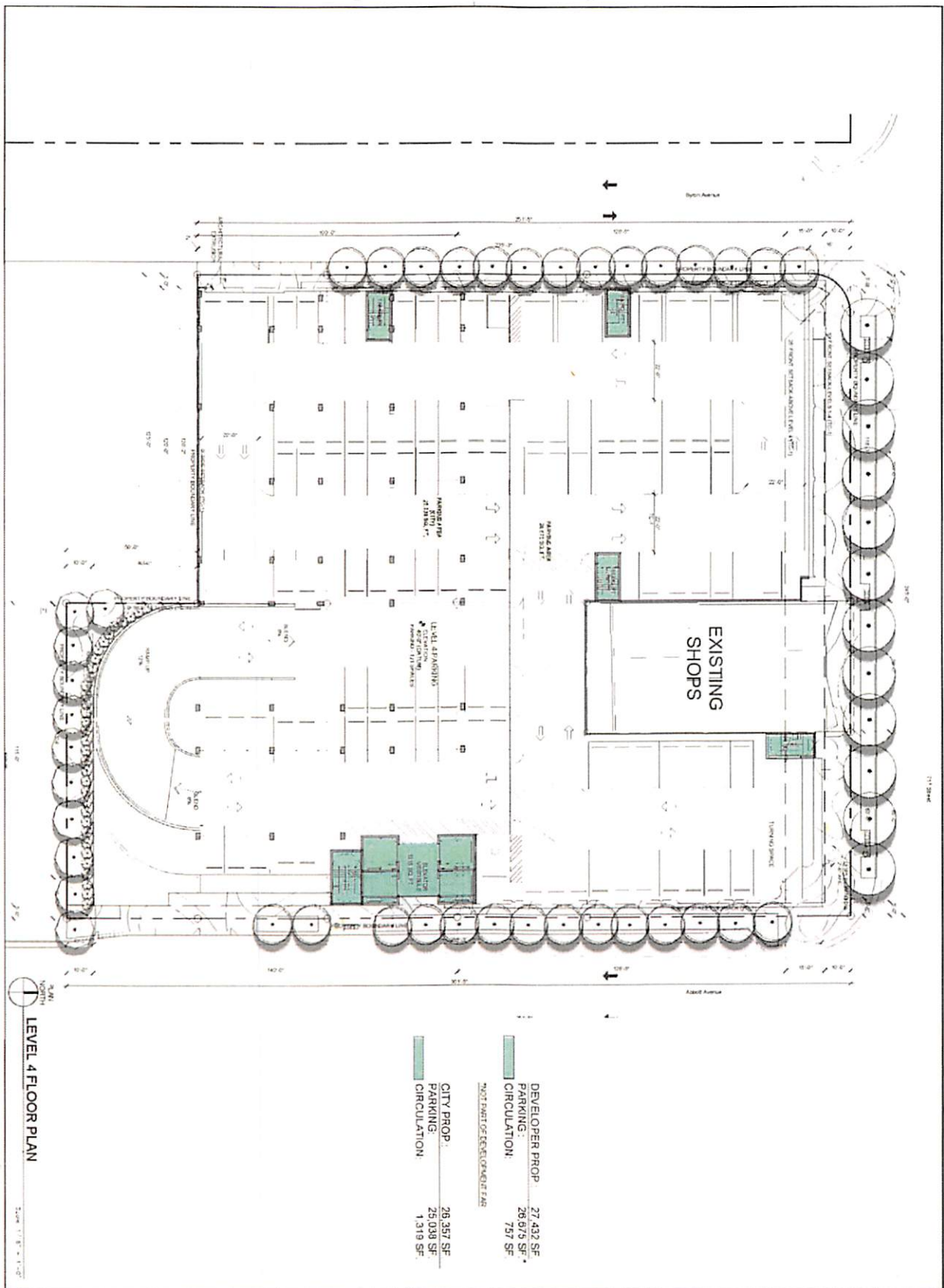


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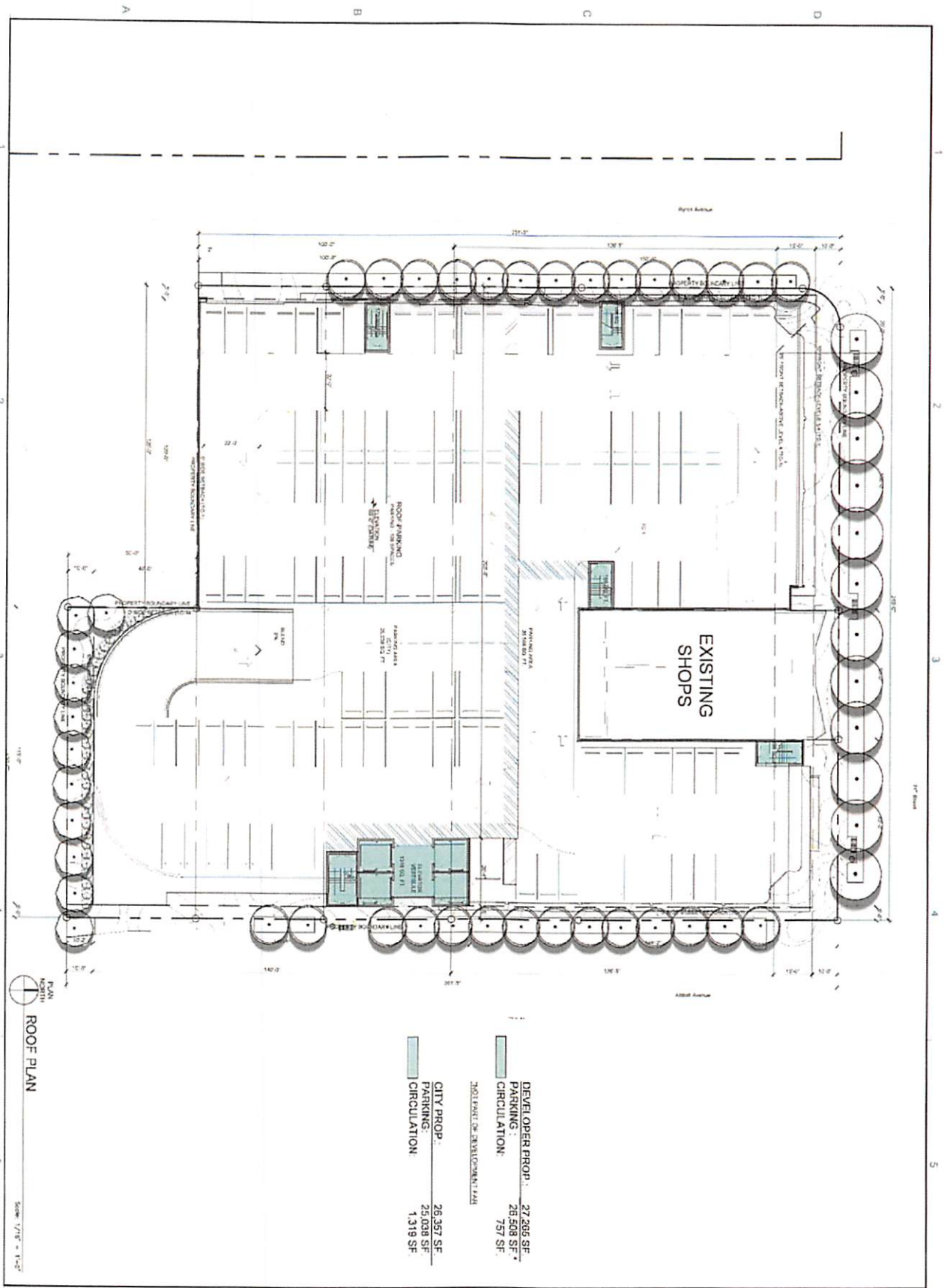
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DATE: 12.18.2016
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EXHIBIT C

ECONOMIC IMPACT ASSESSMENT

Memorandum

To: Mark Milisits, City of Miami Beach
From: Lambert Advisory
Date: March 19, 2019
Subject: North Beach Town Center – Economic Impact Assessment

EXECUTIVE SUMMARY (Introduction and Headline Findings)

Lambert Advisory (Lambert) has completed an assessment of the economic benefits to the local economy of the public and private sector expenditures associated with the proposed North Beach Town Center (NBTC) Public-Private Partnership Development. Our assessment is oriented to providing directed analysis to City of Miami Beach (City) residents, elected officials, and staff so they are able to draw their own informed conclusion if the relative benefits of the expenditures which will result from an approved NBTC development are worth the City's proposed land swap and capital contribution. This memorandum provides an overview of the methodology, research, analysis, and findings to date, which may be subject to modifications following City staff review, as well as additional information provided by North Beach Town Center. LLC (Developer).

There are two critical elements of the proposed NBTC development that underly this analysis:

- 1.) the development includes the two major anchors (grocer and Target store) indicated within the Developer's plan; and
- 2.) construction of the NBTC development commences within approximately 24 months of execution of the Development Agreement, and the development is provided a Certificate of Occupancy (CO) within approximately 24 to 30 months thereafter.

Importantly, any modifications to the assumptions herein may have notable affect on this study's findings.

The economic impact assessment has been completed on the basis of information contained within the *71st Street Town Center Development Term Sheet (dated 01/03/2019)*. There is also additional input from generalized development and performance information (i.e., development program by use, development timing, development costs, residential and commercial sales/rental rates, parking revenue, absorption/occupancy, and other operating performance measures) that is estimated based upon information provided by North Beach Town Center, LLC (Developer) and/or the City. Importantly, this document is governed by the *Methodology Notes and Limiting Conditions* at the end of this section.

As planned, the NBTC development is a relatively large-scale mixed-use redevelopment that is the result of the planning effort set forth in the North Beach Master Plan (2016). It covers two-city blocks, including two designated lots referred to as: West Lot (also referred to as Town Center Garage that will incorporate retail and public access parking; and, East Lot, which includes the Developers proposed retail, office, residential and garage parking – and is highlighted in the table below. The NBTC concept represents the aggregation of numerous parcels by the Developer, and requires the utilization of City-owned property to accommodate the proposed programming which is the basis for the proposed land swap as set forth in the Term Sheet.

The North Beach Master Plan was completed in the effort to establish a basis of public policy for physical development within the North Beach area of Miami Beach. Key among the policies is the need to encourage economic incentives; namely, prioritizing and promoting public/private partnerships (P3). The NBTC development represents among the most significant P3 efforts within the City during the past several years, and by far the most ambitious within the North Beach area. The development is envisioned to vastly improve the aesthetics of the surrounding area, provide enhancements to mobility and streetscape, and provide an investment/economic contribution within an area that has not experienced nearly this level of capital spending in many years.

There are two potential development concepts for the NBTC development (East and West Lots), with the only differential being the number of parking spaces to be built within the Town Center Garage structure as summarized in the following table.

Figure 1: North Beach Town Center Proposed Development Program (East and West Lots)

Source: NBTC, LLC and City

	Scenario 1		Scenario 2	
Town Center Garage (West Lot):				
Use	Units	Sq.Ft.	Units	Sq.Ft.
Retail A - Ground Floor Grocer		30,151		30,151
Retail B - Ground Floor - Storefront		9,143		9,143
Retail C - Second Level - Store		8,295		8,295
Retail D - Second Level - Big Box		32,789		32,789
Parking/Common Area	358		479	
Total - Commercial Area		80,378		80,378
Town Center Mixed Use (East Lot)				
Use	Units	Sq.Ft.	Units	Sq.Ft.
Office		62,814		62,814
Ground Floor Retail		33,297		33,297
Residential (Rental)	150		150	
Parking/Common Area	256		256	
Total - Commercial Area		96,111		96,111
Total - Commercial Area		176,489		176,489

As detailed within the Term Sheet, the City will be participating in a land swap with developer valued at approximately \$9.2 million (net), as well as provide an additional \$6.0 million in capital investment for 247 parking spaces (of the total 358 parking spaces in Scenario 1); or, a total \$16.2 million contribution to the development accounting for funding and credits associated with the purchase of condominiumized parking areas. For Scenario 2, the City's contribution totals \$21.5 million as a result of the additional capital investment in the City's 368 public access spaces (ie. 121 additional public access spaces). The following table provides a summary of the development cost breakdown/investment for the Developer and City.

Figure 2: NBTC Development Summary (Developer and City Investment)

Source: NBTC, LLC; City of Miami Beach

	Scenario 1	Scenario 2
Town Center Funding (per P3 Entity)	<i>Item</i>	<i>Item</i>
<i>Developer (Unleveraged)</i>		
Developer Consideration for Swap	\$800,000	\$800,000
Developer Funding for 'Air Rights' (Ground Retail - 19,633 sf)	\$1,570,640	\$1,570,640
Developer Funding for 'Air Rights' (2nd FL Retail - 14,065 sf)	\$914,225	\$914,225
Developer Funding for 'Air Rights' (3rd FL Parking - 25,038 sf)	\$1,001,520	\$1,001,520
Developer "Credit" from City (4th FL Parking - 53,016 sf)	(\$2,120,644)	(\$2,120,644)
Developer Funding (Public Art Contribution)	\$222,000	\$222,000
Sub Total - Land/Air Rights	\$2,387,741	\$2,387,741
Land Purchase	\$30,250,000	\$30,250,000
TDC TC Garage (West)	\$38,318,868	\$42,432,868
Town Center Mixed Use - East (Hard Costs)	\$53,617,216	\$53,617,216
Total Soft Costs	\$10,978,437	\$11,252,898
City's Capital Contribution to Owned Parking (247/368 spaces)	(\$8,398,000)	(\$12,512,000)
Total Development Contribution - Developer	\$124,766,521	\$125,040,982
<i>City</i>		
Land Contribution	\$10,000,000	\$10,000,000
Developer Consideration for Swap	(\$800,000)	(\$800,000)
Developer Funding for 'Air Rights' (Ground Retail - 19,633 sf)	(\$1,570,640)	(\$1,570,640)
Developer Funding for 'Air Rights' (2nd FL Retail - 14,065 sf)	(\$914,225)	(\$914,225)
Developer Funding for 'Air Rights' (3rd FL Parking - 25,038 sf)	(\$1,001,520)	(\$1,001,520)
Developer "Credit" from City (4th FL Parking - 53,016 sf)	\$2,120,644	\$2,120,644
Developer "Credit" from City (5th FL Parking - 53,016 sf)	\$0	\$1,105,000
City's Capital Contribution to Owned Parking (247/368 spaces)	\$8,398,000	\$12,512,000
Total Development Contribution - City	\$16,232,259	\$21,451,259

There are two primary types of economic benefit which this report measures that will result from the expenditure of approximately \$105± million in development/capital improvements (not including land value). First, there are short-term benefits from construction of these projects. The City hires contractors, those contractors in turn hire staff and subcontractors and purchase materials, and those staff earn wages and material suppliers earn profits, a measurable portion of which are spent in the local economy. While some expenditure leaks out of the community (i.e. the purchase of steel from Jacksonville) our model of the economic benefits to the local economy detailed below accounts for this leakage.

Second, are the recurring benefits resulting from the investment year-after-year. In terms of public sector investment in infrastructure or facilities, these economic benefits are often difficult to immediately identify or isolate. However, in a private sector context (or even measuring public incentives for private companies), the local economic benefits from jobs, expenditures, and fiscal benefits – including potential value enhancement for properties immediately surrounding the development.

The following sections of this memorandum provide the detailed analysis supporting the Short-term Benefits (Section 1) and Long-term/Recurring Benefits (Section 2). A summary of key findings from each of these sections is provided in the Headline Findings below:

Headline Findings

1.) Short-term Economic Benefits

As illustrated below, the construction and capital improvements from NBTC will create significant short-term economic benefits including an average **600 direct and indirect/induced construction (and related) jobs** annually during the proposed two-year construction period. This generates a total of **\$60 million in direct and indirect/induced labor income** during the construction period that will flow to the local and regional economy; or an average annual wage of approximately \$50,000. These benefits will be created regionally (Countywide), and from which the City will capture its share of employment, labor income and economic output. Additionally, there is an estimated **\$3.2 million in impact/connection fees** that flow directly to the City.

Figure 3: Summary of Short-Term Economic Impacts from Construction of NBTC – 358 Total Parking Spaces (2-Year Timeline) (Source: IMPLAN; US Census)

Impact Type	Employment	Labor Income	Output
Direct Effect	819	40,519,760	102,999,995
Indirect Effect	126	7,394,126	22,122,487
Induced Effect	259	11,297,203	35,217,653
Total Effect	1,204	59,211,089	160,340,135

As summarized in Section 1 below, the short-term impacts from the larger 479 parking space garage provides a modest 3 to 4 percent increase to these benefits noted above.

2. Long-term/Recurring Economic Benefits

As detailed in the following sections, there are three main areas of recurring economic benefit resulting from the proposed NBTC development, including: 1.) Net New Job and Wage Creation; 2.) Marginal Ad Valorem Tax Revenue; 3.) Incremental Enhancement to Surrounding Property Values; and 4.) Potential Parking Revenue to City.

Net New Job and Wage Creation:

The NBTC development is estimated to create net new FTE jobs created by NBTC, the following table provides a summary of total wages based upon wage data from Florida Department of Economic Opportunity (FDEO):

Figure 4: Summary of Estimated Annual Wages from Net New FTE Jobs
(Source: IMPLAN; US Census)

Impact Type	Employment	Avg. Annul. Wage	Total Wages
Retail	300	\$32,668	\$9,800,400
Office	115	\$60,336	\$6,938,640
Residential	6	\$50,380	\$302,280
Parking	5	\$33,780	\$168,900
Total Effect	426	\$40,400	\$17,210,220

As illustrated above, the net new FTE jobs from NBTC generates annual wages totaling **\$17.2 million** (2019 \$'s) and averaging \$40,400 per annum that will be expended within the City and surrounding region. In addition, these direct jobs will create an additional **300± indirect and induced jobs** throughout the region.

Marginal Ad Valorem Tax Revenue from NBTC:

The development of NBTC will provide significant benefit to the City and County by way of real property and personal property (ad valorem) taxes. The **incremental ad valorem tax revenue to the City from NBTC is approximately \$590,000** upon stabilized operations – assuming the 358 space Town Center Garage. Based upon this stabilized incremental tax revenue, the following table provides a summary of the net present value (NPV) of this revenue (upon stabilization) during a 30-year timeframe, which assumes a 7.0 percent discount rate and 3.0 percent average annual growth rate.¹

Figure 5: Incremental Ad Valorem Tax Revenue from NBTC (358 Parking Space) – 30 Year NPV

Stabilized Year Incremental Tax Revenue (2019 \$'s)	\$590,000
Total Incremental Tax Revenue (30 years)	\$28,000,000
NPV Incremental Tax Revenue	\$10,100,000

For the larger 479 parking space program on the Town Center Garage property, a 3 to 4 percent proportional cost/value increase is applied, indicating an NPV of approximately \$10.5 million.

Incremental Enhancement on Surrounding Property Values:

As part of this analysis, a comprehensive literature review of articles and case studies was undertaken to address the potential positive impacts that certain large-scale development/capital improvement projects could have on neighborhood areas, including increased values of residential and commercial properties – and the methodology of which is detailed in Section 2c. below. Based upon applicable residential, office and retail parcel data extrapolated from an analysis of the MDCPA property database, the table below provides a summary of the total assessed value of the impacted properties, with a highlight of incremental increase in assessment based upon lower and upper value premium resulting from the proposed improvements. Furthermore, the table provides a summary of the annual incremental real estate tax from these properties that will accrue to the City of Miami Beach based upon current millage rates:

Figure 6 : City of Miami Beach – Estimated Annual Incremental Value and Tax Revenue Analysis on Surrounding Properties (from NBTC Development)

	Total Building Sq.ft.	Current Total Taxable Value	Incremental Assessed Value (lower/upper)	Increment Tax Revenue to City (lower/upper)
NBTC (surrounding properties)	3.75 million	\$955 million	\$19M to \$47M	\$112,000 to \$280,000

¹ All estimates of NPV herein are based upon these primary input assumptions.

Based upon the premium value increments outlined above, the total assessed value of the properties affected by the NBTC improvements increases by \$28.5 million to \$57 million, resulting in an estimated **\$112,000 to \$280,000 in additional annual tax revenue** to the City of Miami Beach.

Figure 7: Incremental Ad Valorem Tax Revenue from NBTC (Lower and Upper Scenarios)

	Lower	Upper
Stabilized Year Incremental Tax Revenue (2019 \$'s)	\$112,000	\$280,000
Total Incremental Tax Revenue (30 years)	\$5,300,000	\$13,300,000
NPV Incremental Tax Revenue	\$1,900,000	\$4,800,000

Parking Revenue to City

As we understand it, there are currently 83 surface lots on the City-owned parcels that will be eliminated as a result of the NBTC development. These spaces currently generate roughly \$60,000 in annual net revenue to the City.

Given the need for parking associated with retail, office and residential components of the overall NBTC development plan, there will be a net loss of 26 public access spaces should the Town Center Garage be built with 358 spaces. However, under the 479 space Town Center Garage program, there will be a net gain of 95 public access spaces.

Although the analysis herein does not evaluate the underlying basis for parking demand for either the West Lot (Town Center Garage) or East Lot (Retail, Office and Residential Uses), it is our general observation that the 256 spaces proposed for the East Lot is seemingly low for the proposed development density and warrants further assessment by the City's planning department.

From a revenue perspective, and accordance with preliminary budget estimates provided by the City, the 358 space garage is effectively revenue neutral upon stabilized operations.² This would indicate a net loss of \$25,000± in annual revenue. Under the 479 space development program, the City would generate an estimated \$150,000 in annual revenue under stabilized operations (2019 's), which would generate a incremental parking revenue of approximately \$90,000 per annum.

As set forth above, the proposed NBTC development provides significant short-term and long-term/recurring benefits in the form of jobs, impact/connection fees, fiscal impacts directly related to the development, as well as value enhancements to surrounding properties.

Specific to long-term/recurring impacts, there are direct potential fiscal benefits in the form of revenue associated with the City's investment (and for either program). In the effort to monetize these benefits, the analysis considers the net present value (NPV) of the potential incremental revenue to the City over a 30-year timeframe and utilizing a 7.0 percent discount factor. Accordingly, it also considers one additional factor: at the end of the 30-year evaluation timeline, the City still retains its condominium ownership of 247/368 parking spaces in the Town Center Garage (depending upon the 358 space or 479 space scenario). Assuming these

² This represents the proposed operating scenario allowing for 1 free hour of parking and 50% reduction in rates after 6p.

two floors remain as parking over the long-term, then the value of the City's condominium spaces would be based upon the underlying value created through the net revenue generated. For the 358 space garage, the \$54,165 in stabilized net revenue is estimated to represent \$900,000 in capitalized value (using a 5.0 percent capitalization rate); and, \$3.0 million for the 479 space garage based upon \$177,000 in stabilized net revenue.³

It is very important to note, though, that we do recognize the long-term possibility that the parking spaces could be converted to a more valuable residential and/or commercial use; and/or, that at some point in the future the City may elect to further increase density allowances and, therefore, enhance the property's overall value. Given the variability of these alternative conditions, the capitalization approach outlined above has been utilized herein.

Based upon the evaluation factors outlined above, the following table provides a highlight of the NPV from the various potential revenue streams outlined above:

Figure 8: Summary of Key Long-term Economic Benefits from NBTC Development

	358 Space TC Garage (\$16.2M City Investment)	479 Space TC Garage (\$21.5 City Investment)
NPV of Incremental Ad Valorem Tax from NBTC Property	\$10,100,000	\$10,500,000
NPV of Incremental Ad Valorem Tax from Surrounding Properties ⁴	\$3,350,000	\$3,350,000
NPV of Incremental Parking Revenue to City	(\$425,000)	\$1,500,000
City's Air Rights (Town Center Garage)	<u>\$900,000</u>	<u>\$3,000,000</u>
NPV of Total Incremental Revenue to City	\$13,925,000	\$18,350,000

Importantly, and in addition to the benefits outline above, there are likely to be other broader direct and indirect community and economic benefits from NBTC in the form of new development overtime as a result of this level of investment that has not been seen in this area in more than 40 years. This in addition to recognizing the Developer's effort and associated risk with assembling the adequate amount of land needed to support this level of development.

Methodology Notes and Limiting Conditions

There are several key principals that underlie the methodology, analysis and findings within this document: First, the basis for deriving select long-term/recurring benefit assumptions and economic modeling inputs is founded upon a literature review of more than fifteen independent documents which are listed in the Appendix (Bibliography) to this memorandum. However, there are always variations that exist between the investment programming, physical composition, regulatory environment, economic conditions and other factors that underlie the comparison between any two areas such as Miami Beach and other communities observed as part of this process. Therefore, a detailed comparison of similarities and/or differences between these communities was not conducted as part of this analysis; rather, the studies and analysis were utilized to provide a base understanding of impacts from which to draw rational conclusions. Second, Lambert has not independently

³ Based upon the long-term scenario whereby Transactions after 6p. will be reduced 50%

⁴ Based upon the mid-point of the lower and upper valuation scenarios

verified the market demand, development costs, and/or revenue/expense (operating) assumptions associated with the proposed NBTC development, and any change in these program assumptions may have a material impact on the findings herein.

The remainder of this memorandum comprises the methodology and detailed analysis of economic benefit for the NBTC development in the two sections referenced above.

Section 1. Overview of Short-Term Economic Impacts (and the IMPLAN Model)

The impact from short-term construction employment and expenditure is directly associated with the development, modification, and/or enhancement of uses proposed on both the East and West Lots of the NBTC project. This construction activity results in significant economic impacts. Accordingly, these improvements primarily represent one-time investments and, therefore, deemed *short-term* in nature. As it pertains to the development program set forth above, the estimated construction costs are based upon information provided by the NBTC, LLC, and estimated to total approximately \$103 million to \$107 million (depending upon the number of parking spaces built). Although a definitive timeline for completion of select improvements has not yet been confirmed, the analysis herein assumes that all facets of the development should be completed within approximately two (2) years from project/funding commencement.

Economic impacts are calculated as measures of direct spending, total output, personal earnings and employment. There are several input-output models commonly used by economists to estimate indirect and induced economic impacts. Because of the difficulty of measuring these effects, nearly all models have limitations. However, economists generally agree that the models can provide an approximate measure of the indirect and induced spending, jobs, and personal income generated by a given amount of direct spending in a particular geographic area. For applicable short-term and long-term (recurring) benefits evaluated herein, we used an input-output model developed by IMPLAN, one of the most recognized economic impact modeling systems in the US providing complete and extremely detailed Social Accounting Matrices (SAM) and Multiplier Models of local economies. IMPLAN is an economic input-output model originally created for the U.S. Department of Agriculture (Forest Services), in conjunction with FEMA to assist in land management planning. In 1988, the University of Minnesota offered the IMPLAN software, data, and technical support to non-Forest Service users and is one of the most recognized economic impact modeling systems in the US.

The IMPLAN model organizes the economy into more than 500 separate industries and has comprehensive data on every area of the United States. The IMPLAN model is based on incorporating regional purchase coefficients, which measure trade flows, i.e., the proportion of local demand purchased from local producers. Simulation models, like the ones used here, have been used to examine regional economic impacts associated with a variety of economic events such as the relocation or expansion of an economic enterprise, an exogenous migration of population, and the expenditures by out-of-town visitors.

These models explicitly recognize the inter-industry (or “supply chain”) linkages among industries, as well as the consumer spending induced by changes in local labor income. As a firm or industry experiences an increase in the demand for its product or services, it in turn needs goods and services from suppliers, and it must increase its purchases from other firms in the economy. The effect on regional production resulting from successive rounds of inter-industry linkages is called the *indirect effect*. The resulting increases in regional production also lead to expansions in employment and labor income, and the increases in labor income lead to increases in household spending, further expanding sales and production throughout the regional economy (the *induced effect*).

The successive waves of production, spending and more production result in economic multiplier effects. Each successive wave of impact is smaller than the previous one, but the cumulative increase in regional production, income and employment is larger than the initial (or “direct”) increase in production, income and employment.

In terms of modeling input, utilization of the IMPLAN model considers the direct expenditure; or, in this case, the total investment for each individual program proposed within the capital improvement program. For Short-term construction, the investment activity is supported by a NAISC Sector Codes (Codes) and, for purposes

of this analysis, we have designated an all-encompassing category: Code 57 – Construction of New Commercial Structures.

Importantly, IMPLAN computes impacts at the National, State, Congressional District, County levels, and Zip Code level; however, the Zip Code models are not currently available for this area. Therefore, the benefits identified by the IMPLAN model herein represent County-wide (or regional) impacts, of which the City of Miami Beach will capture a fair share. The following tables provide a summary of the average annual employment and related labor income, along with the average annual economic output resulting from the short-term capital improvement (under both scenarios) during the estimated two-year period (in 2019 \$'s):

Figure 9: Summary of Short-Term Economic Impacts from Construction of NBTC – 358 Space Garage (2-Year Timeline) (Source: IMPLAN; US Census)

ImpactType	Employment	Labor Income	Output
Direct Effect	819	40,519,760	102,999,995
Indirect Effect	126	7,394,126	22,122,487
Induced Effect	259	11,297,203	35,217,653
Total Effect	1,204	59,211,089	160,340,135

As outlined above, the construction and capital improvements within the City of Miami Beach will create significant short-term economic benefits including an average **600 direct and indirect/induced construction (and related) jobs** annually during the proposed improvement period, which generates a total of **\$60 million in direct and indirect/induced labor income** during the construction period that will flow to the local and regional economy. Additionally, there is an estimated **\$3.2 million in impact/connection fees** that flow directly to the City.

As shown in the following figure, the short-term impacts for Scenario 2 are modestly higher given the additional cost for 121 more parking spaces.

Figure 10: Summary of Short-Term Economic Impacts from Construction of NBTC – 479 Space Garage (2-Year Timeline) (Source: IMPLAN; US Census)

Impact Type	Employment	Labor Income	Output
Direct Effect	851	42,093,343	106,999,995
Indirect Effect	131	7,681,277	22,981,613
Induced Effect	269	11,735,930	36,585,329
Total Effect	1,251	61,510,549	166,566,936

2. Overview of Long-Term (Recurring) Economic Impacts

The capital improvements proposed for the NBTC development includes considerable amount of new retail space, enhanced office space, residential units, and a 358/479 space garage. However, in addition to these vertical improvements, the NBTC development will be aimed at enhancing mobility within its immediate surroundings, as well as contributing measurably to the area's overall beautification through streetscape improvements and upgrades to utilities.

Considering this, there are three primary aspects to the evaluation of long-term impacts including: 1.) Net New Job and Wage Creation; 2.) Marginal Ad Valorem Tax Revenue; 3.) Incremental Enhancement to Surrounding Property Values; and, 4.) Parking Revenue to City.

The following provides a summary of methodology, research, analysis, and findings associated with the four primary categories of long-term/recurring benefits from NBTC.

2a.) Net New Job and Wage Creation

The NBTC development will be adding approximately 114,000 square feet of retail space to the area, 150 residential units, and a 358 (or 479) space parking structure. Furthermore, the more than 60,000 square feet of existing office space, built more than 45 years ago, will be significantly improved.

Based upon these improvements, there will be numerous jobs (also referred to as full-time equivalent employees, FTE's) that will be created as part of the overall development, including:

Retail: The type of retail proposed for NBTC is presumed to include one big-box store (approximately 32,000± square feet), a grocer (30,000± square feet), a combination of fast casual and mid- to higher-end dining places, and general merchandise stores (ie. apparel). The average square foot per employee for full-service restaurants can be as low as 150 square feet of space/employee, while larger-format discount stores may have upward 500 square feet/employee (which is dependent upon sales volume, mix of product, etc.). In the absence of detailed tenant mix at this point, and from a conservative perspective, it is estimated that the NBTC retail will have an average 360 square feet/employee; or, 300 net new FTE retail jobs created (which accounts for a stabilized 5 percent vacancy factor).

Office: The NBTC office represents an improvement to existing space. Presently, it is reported that the 52,800 square feet at the 300 71st Street office building is 62 percent occupied, while the 10,000 square feet of office within 326 71st Street is entirely vacant. Therefore, in aggregate, the 62,000 square feet of office is 52 percent occupied (or, 32,000 square feet of occupied space). Based upon recent office market studies completed within the region, there is an average of approximately 220 square feet/office employee. With the proposed improvements and positioning within the newly developed mixed-use complex, the NBTC stabilized occupancy is estimated to be at least 92.5 percent. As a result, there will be an estimated 58,000 square feet of occupied space on average; or net new occupancy of 25,000 square feet, which yields 115 net new FTE office employees.

Residential and Parking: The operations associated with managing the residential development estimates 1 employee per unit, which includes positions such as manager, leasing, maintenance, and security. For parking, there is an estimated 1 FTE job per 120 spaces.

The following is a summary of net new direct FTE jobs created from the NBTC development, which for purposes of this analysis:

Figure 11: Scenario 1 and 2: Estimate of Net New FTE Jobs from NBTC Development

Use	Sq.Ft./Units	Avg. SF/Unit per Empl	Total FTE
Retail	113,675 sq.ft.	360 sf/empl	300
Office	62,000 sq.ft.	220 sf/empl	115
Residential	150 units	1 per 25 units	6
Parking	614 spaces	1 per 120 spaces	5
		Total	426

*FTE accounts for stabilized occupancy within retail and office components.

Based upon the estimated net new FTE jobs created by NBTC, the following table provides a summary of total wages based upon wage data from Florida Department of Economic Opportunity (FDEO):

Figure 12: Summary of Estimated Annual Wages from Net New Direct FTE Jobs
(Source: IMPLAN; US Census)

Impact Type	Employment	Avg. Annl. Wage	Total Wages
Retail	300	\$32,668	\$9,800,400
Office	115	\$60,336	\$6,938,640
Residential	6	\$50,380	\$302,280
Parking	5	\$33,780	\$168,900
Total Effect	426	\$40,400	\$17,210,220

As illustrated above, the net new FTE jobs from NBTC generates annual wages totaling **\$17.2 million** (2019 \$'s) that will be expended within the City and surrounding region. In addition, these direct jobs will create an additional **300± indirect and induced jobs** throughout the region.

2b.) Incremental Ad Valorem from NBTC

The development of NBTC will provide significant benefit to the City and County by way of real property and personal property (ad valorem) taxes. The tax amount is based upon the County Tax Collector's current millage rate of 19.0742 (per thousand dollars of value).

Real property is typically assessed at between 80 and 90 percent of Fair Market Value (FMV); or, for the purposes of this analysis, we calculate ad valorem taxes for NBTC based upon an estimated taxable value (including land) of approximately \$125 million – and assuming the Town Center Garage component will be built to 358 spaces.⁵ As a result, the development should generate approximately \$2.6 million to in real property taxes upon stabilized operations (in 2019 \$'s); or, a total of approximate \$795,000 to the City of Miami Beach. Presently, the NBTC aggregated parcels indicate a taxable value of \$24.6 million, with a current tax payment of \$458,000; or, the City's current taxable portion being approximately \$145,000. Therefore, the **incremental ad valorem tax revenue to the City from NBTC is approximately \$590,000** upon stabilized operations.

⁵ The analysis herein considers that the entire development will be assessed at Fair Market Value (FMV); however, there is uncertainty as to how the County will assess the City's public owned spaces. Nonetheless, it is assumed that the affect from any modified value associated with the public-owned spaces will have a marginal impact on the FMV estimated herein.

Figure 13: NBTC – Ad Valorem Tax Estimate (358 space Town Center Garage)

Source: Miami Dade County Property Appraiser; NBTC, LLC; Lambert Advisory

<i>Item</i>	<i>Millage</i>	<i>Annual Tax</i>
City of Miami Beach Operating	5.7288	\$716,100
City of Miami Debt	0.160	\$20,000
Miami Dade County Operating	4.6669	\$583,363
Miami Dade County Debt	0.4644	\$58,050
Miami Dade County Schools (State, Local)	6.774	\$846,750
Miami Dade County School Debt	0.229	\$28,625
South Florida Water Mgmt.	0.1209	\$15,113
Okeechobee Basin	0.131	\$16,375
Everglade Construction	0.0417	\$5,213
Library District	0.284	\$35,500
Children's Services	0.442	\$55,188
FIND	0.032	\$4,000
TOTAL	19.0742	\$2,384,275

Based upon this stabilized incremental tax revenue, the following table provides a summary of the net present value (NPV) of this revenue (upon stabilization) during a 30-year timeframe, which assumes a 7.0 percent discount rate and 3.0 percent average annual growth rate.

Figure 14: Incremental Ad Valorem Tax Revenue from NBTC (358 space Town Center Garage) – 30 Year NPV

	Upper
Stabilized Year Incremental Tax Revenue (2019 \$'s)	\$590,000
Total Incremental Tax Revenue (30 years)	\$28,000,000
NPV Incremental Tax Revenue	\$10,100,000

For the NBTC development with a 479 space Town Center Garage, the overall increase to NPV is estimated to be roughly 3 to 4 percent; or \$10,500,00.

2c.) Incremental Enhancement to Surrounding Property Values

As previously noted, we conducted comprehensive literature review of articles and case studies addressing the potential positive impacts that certain large-scale development/capital improvement projects could have on neighborhood areas, including increased values of residential and commercial properties.

To evaluate and measure the impact of this investment, we have conducted a literature review of published documents, which are listed in the Appendix. In this particular case, the proposed NBTC development is envisioned to vastly improve the aesthetics of the surrounding area, as well as provide some enhancement to mobility and streetscape in an area that has not experienced nearly this level of investment in many years.

Information provided by Smart Growth America – an advocacy group that promotes creating and improving streets and streetscapes as a catalyst for “socially equitable, environmentally sustainable and economically prosperous communities” - provides discussion and examples of projects from around the country on creating and improving streets and streetscapes covering an array of projects, including, for example: improving transportation systems to improving the safety; circulation of pedestrians, bicyclists and vehicles; improving roadway aesthetics; and improvements to open space. Moreover, the analysis also considers the potential benefit of enhancing the scale and level business services, and public parking in the North Beach area. Based upon this research, the benefit of this scale of mixed-use development is derived from an incremental increase in property values surrounding the NBTC development. Accordingly, the incremental value is predominately captured by three property sectors: residential, office and retail. There are two key variables that drive the value increment:

- 1.) *Area of Impact:* The most significant radius of influence on residential properties extends roughly 1/3rd of a mile (1,760 feet) around the development, while a 500-foot boundary was established for office and retail incremental valuation; and,
- 2.) *Value Premium:* The literature research included herein previews numerous documents related to benefits derived from improvements to streetscape (streets and sidewalks) as well as from improvements to open space. As previously mentioned, it is extremely challenging to narrowly apply the literature study to a single development, as it illustrates a wide range from as low as 2 percent for commercial and as high as 28 percent for residential based upon varying levels of capital improvement and related investment. Furthermore, the improvements associated with the NBTC development is primarily occurring on privately owned land; however, there are improvements being made to public land (City-owned surface lots), as well as some level of street-front/streetscape improvement along two City blocks. Considering the challenges to quantify theses impacts, the analysis herein contemplates a relatively conservative approach, which assumes an estimated property value impact in the range of 2 percent (lower) to 5 percent (upper). These incremental values would apply to the existing residential parcels within 1/3rd mile radius (excluding a few parcels to the west on Normand Isles) and retail/office parcels within 500 feet.

Based upon the methodology and incremental value metrics outlined above, an incremental value analysis was completed for the residential, office and retail properties surrounding NMBTC. The following map outlines the affected parcels utilizing the Miami Dade County GIS Database and Parcel Data.

Figure 15: Map of Residential Parcels within 1/3 Mile & Retail/Office within 500 feet) of NBTC



Based upon applicable residential, office and retail parcel data extrapolated from MDCPA property database, the table below provides a summary of the total assessed value of the impacted properties, with a highlight of incremental increase in assessment based upon lower and upper value premium resulting from the proposed improvements. Furthermore, the table provides a summary of the annual incremental real estate tax from these properties that will accrue to the City of Miami Beach based upon current millage rates:

Figure 16: City of Miami Beach – Estimated Annual Incremental Value and Tax Revenue Analysis (from NBTC Development)

	Total Building Sq.ft.	Current Total Taxable Value	Incremental Assessed Value (lower/upper)	Increment Tax Revenue to City (lower/upper)
NBTC (surrounding properties)	3.75 million	\$955 million	\$19M to \$47M	\$112,000 to \$280,000

As summarized above, the properties impacted by the proposed development totals 3.75± million square feet of built space, with a total taxable value of \$955 million. Based upon the premium value increments

outlined above, the total assessed value of the properties affected by the NBTC improvements increases by \$28.5 million to \$57 million, resulting in an estimated **\$112,000 to \$328,000 in additional annual tax revenue** to the City of Miami Beach.

Figure 17: Incremental Ad Valorem Tax Revenue from NBTC (Lower and Upper Scenarios)

	Lower	Upper
Stabilized Year Incremental Tax Revenue (2019 \$'s)	\$112,000	\$280,000
Total Incremental Tax Revenue (30 years)	\$5,300,000	\$13,300,000
NPV Incremental Tax Revenue	\$1,900,000	\$4,800,000

2d. Parking Revenue to City

As we understand it, there are currently 83 surface lots on the City-owned parcels that will be eliminated as a result of the NBTC development. These spaces will be replaced by the Town Center Garage, with parking allocation for City-owned and Developer owned lots as follows:

Figure 18: Summary of Parking Allocation for NBTC Development (Developer and City Spaces)

	Scenario 1			Scenario 2		
Parking Allocation Summary	<i>Total</i>	<i>Developer</i>	<i>City</i>	<i>Total</i>	<i>Developer</i>	<i>City</i>
Town Center Garage	358	III	247	479	III	368
Mixed Use	256	256		256	256	
Total	614	367	247	735	367	368
less: Allocation to Town Center Garage Retail	(301)			(301)		
less: Allocation to Mixed Use	(256)			(256)		
less: Existing surface lot spaces	(83)			(83)		
Net Surplus/Gap Public Spaces	(26)			95		

Based upon the Developer and City provided parking utilization/need for the NBTC development (for both East and West Lots), and associated with the retail, office and residential components of the overall plan, there will actually be a net loss of 26 public spaces should the Town Center Garage be built with 358 spaces. However, under the 479 space Town Center Garage program, there will actually be a net gain of 95 public access spaces. Though the analysis herein does not evaluate the underlying basis for parking needs/requirements associated with either the West Lot (Town Center Garage) or East Lot (Retail, Office and Residential Uses), it is our general observation that the 256 spaces proposed for the East Lot is seemingly low for the proposed development density and warrants further assessment by the City's planning department.

Nonetheless, from a revenue perspective, the City's 83 existing spaces reportedly generate roughly \$60,000 in annual net revenue to the City. However, in accordance with preliminary budget estimates provided by the City, the newly proposed 358 space Town Center Garage will be effectively revenue neutral upon stabilized operations;⁶ or, a net loss of the \$25,000 annually, with an NPV loss of \$425,000 over a 30-year timeframe. Under the 479 space development program, however, the City receives an estimated \$149,000

⁶ This represents the proposed operating scenario allowing for 1 free hour of parking and 50% reduction in rates after 6p.

in annual revenue under stabilized operations (2019 's), which would generate an incremental parking revenue of approximately \$90,000 per annum; or, an NPV of \$1.5 million over a 30-year timeframe.

APPENDIX

APPENDIX

(Bibliography)

- (Creating Value Through Open Space: The Economic Impacts of the Underline (December 2015)
- The Economic Benefits of Sustainable Street, New York City Department of Transportation, 2012
- Public Investment Strategies: How they Matter for Philadelphia Neighborhoods, Susan M. Wachter and Kevin C. Gillen, The Wharton School, University of Pennsylvania, 2007
- Lifting the Veil on Bicycle and Pedestrian Spending, Advocacy Advance. (2014) www.advocacyadvance.org/docs/LiftingTheVeil_Report.pdf.
- Safer Streets, Stronger Economies, (Complete Street Project Outcomes from Across the Country, Smart Growth America.org, March 2015. Examples provided:
 - ✓ College Park Neighborhood/Edgewater Drive, Orlando
 - ✓ Lancaster, California
 - ✓ Lee's Summit, Missouri
 - ✓ Normal, Illinois

EXHIBIT D

NBTC GARAGE PRO FORMA

**CITY OF MIAMI BEACH
PARKING DEPARTMENT
North Beach Town Center**

	REVENUE	358 SPACES (1st Hr Free) Transactions after 6pm reduced by 50%*	358 SPACES Transactions after 6pm reduced by 50%*	479 SPACES (1st Hr Free) Transactions after 6pm reduced by 50%*	479 SPACES Transactions after 6pm reduced by 50%*
	TRANSIENT	\$ 422,000	\$ 452,000	\$ 565,000	\$ 604,000
	MONTHLY RESIDENTS (40% of 247 City spaces)(50% residents)	\$ 64,000	\$ 64,000	\$ 86,000	\$ 86,000
	MONTHLY NON-RESIDENT (40% of 247 City spaces)(50% non-resident)	\$ 91,000	\$ 91,000	\$ 123,000	\$ 123,000
	SALES TAX	\$ (38,000)	\$ (40,000)	\$ (51,000)	\$ (54,000)
	TOTAL NET REVENUE	\$ 539,000	\$ 567,000	\$ 723,000	\$ 759,000

Note: Based on pro-rata data for Sunset Harbor Garage (SHG). Please note that curbside parking surrounding SHG is \$4.00 per hour and enforced 9am to 3am.

For this analysis SHG transactions after 6pm were reduced since North Beach metered hours of enforcement are 8am - 6pm. The last two columns provide estimates without this adjustment as a comparison.

	EXPENSES	358 SPACES	358 SPACES	479 SPACES	479 SPACES
000312	TOTAL PROFESSIONAL SERVICE			\$ -	\$ -
	SUPERVISOR/ATTENDANT (1 attendant/16 hours daily)	\$ 94,000.00	\$ 94,000.00	\$ 94,000.00	\$ 94,000.00
	LANDSCAPING*	\$ 5,500.00	\$ 5,500.00	\$ 7,500.00	\$ 7,500.00
000314	ELECTRICITY*	\$ 18,000.00	\$ 18,000.00	\$ 24,000.00	\$ 24,000.00
000316	TELEPHONE (\$1,218/MO)	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
000317	WATER (\$20/MO)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
000318	SEWER (\$200/MO)	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
000319	SANITATION (\$1,300/MO - once weekly)	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
000324	PRINTING/TICKETS ETC.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
000325	TOTAL MAINTENANCE CONTRACTS			\$ -	\$ -
	JANITORIAL*	\$ 50,000.00	\$ 50,000.00	\$ 66,000.00	\$ 66,000.00
	ELEVATOR	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	EXTERMINATING SERVICES \$250/MO	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
	FIRE EXTINGUISHERS \$150/MO	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
	FIRE ALARM MONITORING \$250/MO	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
	COURIER SERVICE \$17/day	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
	REVENUE CONTROL EQUIPMENT	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
000329	STORMWATER \$800/MO	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
000341	OFFICE SUPPLIES	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
000342	TOTAL REPAIRS & MAINTENANCE			\$ -	\$ -
	R & M SUPPLIES	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	REVENUE CONTROL R & M (NOT COVERED UNDER WARRANTY)	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	ELEVATOR REPAIRS (NOT COVERED UNDER CONTRACT)	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
000343	Other Operating - Windstorm Insurance*	\$ 46,000.00	\$ 46,000.00	\$ 62,000.00	\$ 62,000.00
000349	Other Contractual - SECURITY (1 guard - 24/7 @ \$20/hr)	\$ 175,200.00	\$ 175,200.00	\$ 175,200.00	\$ 175,200.00
	TOTAL OPERATING EXPENSES	\$ 488,500	\$ 488,500	\$ 528,500	\$ 528,500
	PROFIT/(LOSS) - Excludes Depreciation/Capital Expenditures	\$ 50,500	\$ 78,500	\$ 194,500	\$ 230,500

* Based on pro-rata data for Sunset Harbor Garage

	PROFIT/LOSS	358 SPACES 1st Hr Free 247 City (69%) 111 Developer (31%)	358 SPACES 247 City (69%) 111 Developer (31%)	479 SPACES 1st Hr Free 368 City (77%) 111 Developer (23%)	479 SPACES 368 City (77%) 111 Developer (23%)
	CITY	\$ 34,845	\$ 54,165	\$ 149,765	\$ 177,485
	DEVELOPER	\$ 15,655	\$ 24,335	\$ 44,735	\$ 53,015
000484	Depreciation**	\$ 168,000.00	\$ 168,000.00	\$ 251,000.00	\$ 251,000.00

** Depreciation was calculated based on a construction cost of \$34,000 per space (City spaces ONLY) over 50 years.

3/12/2019

EXHIBIT E

COMPARATIVE PRO FORMA

**CITY OF MIAMI BEACH
PARKING DEPARTMENT
COMPARISON**

COLLINS PARK 500 Spaces		SUNSET HARBOR GARAGE 430 Spaces	FY17 Actual	5TH & ALTON 1080 Spaces	CY17 100% Actual
TRANSIENT 300 x Avg Ticket Price @ \$6.00 Mon-Sun (8a to 6p)	655,200	TRANSIENT	615,231	TRANSIENT	388,697
TRANSIENT 200 x 156 days x \$15.00 Fri Sat & Sun (nights & weekends)	468,000				
MONTHLY RESIDENT (30% of 500 spaces = 150 monthlies)	67,000	MONTHLY	227,544	MONTHLY	15,862
50% resident (50% of 150 = 75)					
MONTHLY NON-RESIDENT (30% of 500 spaces = 150 monthlies)	96,000				
50% non-resident (50% of 150 = 75)					
SALES TAX	(81,544)			VALET	376,220
TOTAL NET REVENUE	1,204,656	TOTAL NET REVENUE	842,775	MISC & INTEREST EARNING	20,205
				TENANT CONTRIBUTION	394,738
				TOTAL NET REVENUE	1,195,722
EXPENSES	519,092	EXPENSES	459,627	EXPENSES	1,362,671
PROFIT/(LOSS)	685,564	PROFIT/(LOSS)	383,148	PROFIT/(LOSS)	(166,949)

- City owns all the land and is paying all design/build costs.
- There is no third party interest in this project.
- Will be operated as typical municipal garage.

- Developer assembled 43,500 SF of land
- City paid \$8.5M to developer for garage air rights
- Developer paid for retail (31,500 SF) construction costs.
- Developer paid its share of common area construction costs.
- Developer owns retail condominium space (35% of project)
- City paid for all of the garage construction.
- City owns garage condominium space (65% of project).

- Total cost of garage (1,081 spaces): \$19,269,068
- City purchased 500 spaces at \$27,000 each
- City paid \$395,327 for elevator space
- City paid \$333,333 for transit facility dedicated area
- City paid half of parking equipment cost

EXHIBIT F

PRIMA PASTA LETTER

MEMORANDUM

TO: Gerardo Cea, Aria Mehrabi, Kathie Brooks

CC: Bruce Hornstein, Rafael Paz, Eve Boutisis, Wayne Pathman, Mark Milisits, Oliver O'Donnell, Kobi Karp

FROM: Carter N. McDowell

DATE: December 5, 2018

RE: Prima Pasta terms for Term Sheet

Prima Pasta Terms to be included in Term Sheet and ultimately the Development Agreement between the City of Miami Beach (the "City") and North Beach Town Center Development LLC (the "Developer").

The City and Developer acknowledge that Prima Pasta began business in 25 years ago and is one of the oldest and most stable businesses in the North Beach area. The existing parking lot abutting the Prima Pasta property on its western side reaching to Bryon Ave where the vehicular entrance to the lot is located is owned by the City (the "City Parking Lot").

The City Parking Lot has also historically served the Bryon Carlyle Theater and was acquired by the City as part of its acquisition of the theater in 1986.

Prima Pasta receives its power, water, sewer and other services from utilities both underground and above ground crossing the City Parking Lot and or the Developer owned land abutting Prima Pasta property on the south. In addition, Prima Pasta receives its deliveries and trash and garbage pick up across the abutting properties.

The Prima Pasta building also has zero setbacks on the east, south and west sides and as result its fire exiting and some of its exhaust fans and other services are across the abutting properties and will need to also be replaced. There is an existing platted five foot utility easement along the western boundary of the Prima Pasta Property.

The Developer is seeking to acquire the City Parking Lot from the City as part of a proposed development on both the City Parking Lot and the Developer's property. (the "Redevelopment") The Developer's acquisition and development of the City Parking Lot will require relocation and replacement of all of the services Prima Pasta currently receives across the abutting properties, with the exception of natural gas which comes from 71st street.

Therefore, as part of the proposed Redevelopment, the Developer, at its sole cost and expense, shall be responsible for providing for at least equivalent uninterrupted services and the relocation and replacement of all existing services provided to Prima Pasta across the abutting properties such that Prima Pasta will be able to continue to operate in the substantially the

same manner it has for the last 25 years without materially increased capital or operational costs as a result of the Redevelopment.

Further, to the extent that the Redevelopment causes or requires modification of or to the Prima Pasta Property or facilities to meet fire life safety requirements, garbage or delivery improvements (such as recycling and/or air conditioned trash and garage facilities or the like), or modification to the HVAC or exhaust fans or sewer systems (such as smoke and grease scrubbers and or new grease traps and/or separators) the Developer, at is sole cost and expense, shall also be responsible for all such improvements, such that Prima Pasta will be able to continue to operate in substantially the same manner it has for the last 25 years without materially increased capital or operational costs as a result of the Redevelopment.

To ensure the required facilities, improvements and services are provided as outlined above, the Development Agreement between the Developer and the City shall include detailed provisions addressing each of these issues and any other similar or related issues that are identified upon more detailed investigation and analysis of the impact of the Redevelopment on the Prima Pasta Property and facilities both before and during construction and upon completion of construction.

Prima Pasta shall be an intended third party beneficiary of these provisions in the Development Agreement and as such shall be a party to the final negotiation of these terms and conditions in the Development Agreement and shall execute a joinder to the Development Agreement for the sole purpose of acknowledging its agreement to the final terms and conditions in the development agreement with regard to these issues.

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: March 22, 2019

SUBJECT: DISCUSSION REGARDING A MID-YEAR CAPITAL BUDGET AMENDMENT FOR THE FUNDING OF INTERIOR/EXTERIOR RENOVATIONS OF BEACHFRONT RESTROOMS WITH REMAINING FUNDS FROM COMPLETED CAPITAL PROJECTS

HISTORY:

At the March 13, 2019 Commission meeting, a discussion regarding a mid-year Capital budget amendment for the funding of interior/exterior renovations of beachfront restrooms with remaining funds from completed capital projects was referred to the Finance and Citywide Projects Committee.

ANALYSIS:

Transfer of Funds to Project No. 63080: Beach Restrooms Paint and Concrete

A Mid-Year Capital Budget Amendment is being requested to transfer the funds from Project No. 63219 "Flamingo Park Irrigation Baseball Field" to Project No. 63080 "Beach Restrooms Paint and Concrete". The Flamingo Park Baseball Field Irrigation Project was a priority and was able to be completed at the end of FY 2019 with surplus operating funds; therefore, the capital funds are needed for restroom improvements.

The \$86,000.00 will be transferred to the "Beach Restroom Paint and Concrete" project for the renovation of beachfront restrooms. The work that will be completed consists of: interior/exterior painting, replacement of existing toilets, plumbing fixtures, toilet partitions and new epoxy flooring. The restrooms' current appearance and condition have deteriorated beyond what could be accomplished through routine cleaning and maintenance. The City currently receives lower than desired scores on the City's Cleanliness Index Report due to the aging infrastructure; this restoration will improve scores drastically. Through these improvements, user experience will be improved, Cleanliness Index Scores will rise, and the useful life of these assets will be extended.

Below is the transfer being requested:

Transfer funds from:

Project Name	Account	Available Balance
Flamingo Park Irrigation Baseball (63219)	302-0950-000342-28-406-5545-00-00-00-63219	\$86,000.00
Total		\$86,000.00

To:

Project Name
Beach Restrooms Paint and Concrete (63080)

Transfer of Funds to Project No. 62718: North Beach Parks Restroom Restoration

A Mid-Year Capital Budget Amendment is being requested to transfer the funds from Project No. 61219 "North Shore Tennis Facility Fence" and Project No. 63619 "Normandy Shores Shade Structure" to Project No. 62718 "North Beach Park Restroom Restoration". After extensive review, the renovation of North Beach park restrooms has been deemed a higher priority than the replacement of the fitness circuit shade structure at Normandy Shores Park.

With the excess funds of \$91,000.00 from both the "North Shore Tennis Facility Fence" and "Normandy Shores Shade Structure" projects, North Beach restrooms will be renovated. The work that will be completed consists of: interior/exterior painting, replacement of existing toilets, plumbing fixtures, toilet partitions and new epoxy flooring. The justification for this transfer is the same as described above.

Below is the transfer being requested:

Transfer funds from:

Project Name	Account	Available Balance
North Shore Tennis Facility Fence (61219)	307-0950-000342-28-406-545-00-00-00-61219	\$47,000.00
Normandy Shores Shade Structure (63619)	302-0950-000342-28-406-545-00-00-00-63619	\$44,000.00
Total		\$91,000.00

To:

Project Name
North Beach Parks Restroom Restoration (62718)

CONCLUSION:

Approval to proceed with a mid-year Capital budget amendment for the funding of interior/exterior renovations of beachfront restrooms with remaining funds from completed capital projects.

ATTACHMENTS:

Description

Type

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: March 22, 2019

SUBJECT: DISCUSSION REGARDING A NEW LEASE BETWEEN THE CITY (LANDLORD) AND STATE SENATOR JASON PIZZO (TENANT) CONSISTING OF APPROXIMATELY 109 SQUARE FEET OF OFFICE SPACE FOR USE AS A DISTRICT OFFICE, LOCATED AT 1701 MERIDIAN AVENUE, MIAMI BEACH, FLORIDA, WITH AN INITIAL TERM OF TWELVE (12) MONTHS, WITH THREE (3) RENEWAL OPTIONS OF ONE (1) YEAR EACH, AT CITY MANAGER'S SOLE DISCRETION.

HISTORY:

In November 2018, Jason Pizzo was elected to represent District 38 in the Florida State Senate. Senate District 38 includes a diverse cross-section of northeast Miami-Dade, including most communities bordering either side of Biscayne Bay from Miami Beach north to Golden Beach. Members of the Florida Legislature are each provided a small budget to operate a local office in their representative district.

The City of Miami Beach has customarily provided other governmental entities with low-cost or rent-free office space at City-owned facilities, including the County District 5 Commissioner, the Miami-Dade Clerk of Courts, Congresswoman Ileana Ros-Lehtinen and State Representative David Richardson. It serves the City's interest to have Senator Pizzo's district office within the City Hall complex by increasing access for Miami Beach constituents to an elected official.

Although the ground floor of 1701 Meridian Avenue is rented to commercial retail tenants, all floors above are occupied by the City or other public-sector tenants. Starting in 2013, the City began leasing space on the fourth floor of 1701 Meridian Avenue to State Rep. Richardson, who used the office to provide services to constituents of Florida Congressional District 113. Senator Pizzo has requested the City provide a local office to better serve Miami Beach constituents.

ANALYSIS:

The Office of Real Estate has negotiated a draft lease in substantial form (Attachment A), containing the following key terms:

Term and Renewals. Initial term of 12 months, with 3 possible renewal terms of 1 year

each, at the City Manager's sole discretion. The Senator requested only single-year terms, and the 4-year possible length (inclusive of renewals) represents one senatorial term.

Premises and Use. Approximately 149 SF of office space located at 1701 Meridian Avenue, Suite 402B, for use as the Senate District 38 local office.

Rent. None

Operating Expenses. \$894 annually (\$74.50 per month), for Tenant's proportionate share of Operating Expenses.

Insurance. \$134.16 annually (\$11.18 per month), for Tenant's pro-rata share of insurance costs.

Maintenance and Repairs. Tenant is responsible for maintenance and repair of the Demised Premises. Cleaning and trash removal are the Tenant's responsibility.

CONCLUSION:

The proposed lease with Senator Pizzo would enable use of the premises by a State legislator who serves Miami Beach constituents. In addition to the County District 5 office, this lease would provide Miami Beach residents with direct access to municipal, County, and State representatives—all within the City Hall complex. Therefore, the Administration recommends that the FCWPC accept the Administration's proposed lease terms and recommend approval of the lease to the City Commission.

ATTACHMENTS:

Description	Type
□ Attachment A - Draft Lease (substantial form)	Contract or Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into on this ____ day of _____ 2019, by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation (hereinafter referred to as "City" or "Landlord"), and **STATE SENATOR JASON W.B. PIZZO**, an individual (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 149 square feet of City-owned property (the "Building"), located at 1701 Meridian Avenue, Suite 402B, Miami Beach, Florida, 33139, and as more specifically delineated in "Exhibit 1," 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 one (1) year, commencing on the 1st day of February 2019 ("Commencement Date"), and ending on the 31st day of January 2020.

For purposes of this Agreement, and including, without limitation, Subsection 2.2 herein, the first "Contract Year" shall be defined as that certain period commencing on the 1st day of February. Thereafter, a "Contract Year" shall be defined as the one (1) year period commencing on the 1st day of February and ending on the 31st day of January.

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 later than one hundred twenty (120) days prior to the expiration of the initial term, this Lease may be extended for three (3) additional one (1) 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).

In the event that 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.

3.1 Base Rent.

Intentionally Omitted.

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 Operating Expenses.

Commencing on the Commencement Date, Tenant shall pay Seventy-Four Dollars and 50/100 (\$74.50) per month, for its proportionate share of "Operating Expenses."

"Operating Expenses" shall mean the following costs and expenses incurred in operating, repairing, and maintaining the Common Facilities (as hereinafter defined) and shall include, without limitation, electric service, water service to the Building, sewer service to the Building, trash removal from the Building, costs incurred for gardening and landscaping, repairing and maintaining elevator(s), painting, janitorial services (except for areas within the Demised Premises), lighting, cleaning, striping, policing, removing garbage and other refuse and trash, removing ice and snow, repairing and maintaining sprinkler systems, water pipes, air-conditioning systems, temperature control systems, and security systems, fire alarm repair and maintenance and other equipment in the common areas and the exterior and structural portions of the Building, paving and repairing, patching and maintaining the parking areas and walkways, and cleaning adjacent areas, management fees and the City's employment expenses to employees furnishing and rendering any services to the common areas, together with an additional administration charge equal to fifteen percent (15%) of all other expenses included in the annual common area expenses, provided by the City for the common or joint use and/or benefit of the occupants of the Building, their employees, agents, servants, customers and other invitees.

"Common Facilities" shall mean all Building areas, spaces, equipment, as well as certain services, available for use by or for the benefit of Tenant and/or its employees, agents, servants, volunteers, customers, guests and/or invitees.

Tenant agrees and understands that the costs incurred for Operating Expenses may increase or decrease and, as such, Tenant's pro-rata share of Operating Expenses shall increase or decrease accordingly.

3.2.2 Property Taxes.

If applicable, the Property Tax Payment shall be payable by Tenant, in accordance with Section 11 herein.

3.2.3 Insurance.

The Additional Rent shall also include Tenant's pro-rata share toward estimated insurance costs incurred to insure the whole of the Building, payable in monthly installments of Eleven Dollars and 18/100 (\$11.18). This insurance coverage is in addition to the insurance required pursuant to Section 10, which shall be obtained at Tenant's sole expense and responsibility.

3.3 Sales Taxes.

Concurrent with the payment of the Additional Rent as provided 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 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 herein provided, at any time remain due 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 enforced 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, 3rd 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 four (4) parking spaces, if available, at Municipal Parking Garage 2-G located on 17th Street and Meridian Court. Rates for said spaces are subject to change, and are currently Seventy (\$70.00) Dollars per month, plus applicable sales and use tax per space.

6. Security Deposit.

Intentionally Omitted.

7. Use and Possession of Demised Premises.

- 7.1 The Demised Premises shall be used by the Tenant solely for the purpose(s) of serving as a district office to conduct administrative business, provide constituent services, and related matters. Said Premises may be open for operation five (5) days a week, with normal hours of operation generally being as follows:

Monday - Friday: 9:00 AM to 5:00 PM

Tenant shall not otherwise 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 Agreement only for the above purpose(s)/use(s), and for no other purpose(s) 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 Agreement in default pursuant to Section 18 or, without notice to Tenant, restrain such improper use by injunction or other legal action.

8. Improvements.

- 8.1 Tenant accepts the Demised Premises in their 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 be first 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 Agreement. Upon termination and/or expiration of this 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 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 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, loss of life or limb, or other 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 by) the

Commencement Date of this 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 these coverages must be provided by submitting original certificates of insurance to 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 rating of B+:VI or better 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 1st of each year.

11.3 It is not anticipated that Property Taxes shall be assessed upon the Demised Premises given its governmental use. In the event that Property Taxes are assessed, 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.

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 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 and workmanlike manner.
- 13.4 If Tenant fails to make such repairs or restorations or replacements, the same may be made by the City, at the expense of Tenant, and all sums spent and expenses incurred by the City shall be collectable by the City and shall be paid by Tenant within three (3) days after submittal of a bill or statement therefore.
- 13.5 It shall be Tenant's sole obligation and responsibility to insure 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 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 each 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 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 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.

16. Intentionally Omitted.

17. Condemnation.

17.1 If at any time during the Term of this 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, 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 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 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; or
- 18.1.9 The leasehold interest is levied on under execution.
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 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 fees and costs, to 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:

- 21.2
- 21.2.1 An act or omission on the part of Tenant, or any employee, agent, contractor, invitee, guest, assignee, sub-tenant or subcontractor of Tenant;
 - 21.2.2 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;
 - 21.2.3 Any breach, violation, or non-performance of any undertaking of Tenant under this Agreement;
 - 21.2.4 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.
- 21.3 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:

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

TENANT:

State Senator Jason Pizzo
1701 Meridian Avenue, Suite 402B
Miami Beach, Florida 33139

With copy to:

State Senator Jason Pizzo
5582 N.E. 4th Court, Suite 7B
Miami, Florida 33137

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 HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.

36. Radon Notice.

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.

38. No Discrimination.

In connection with its operations, Tenant shall not discriminate against any employee or applicant for employment on the basis of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

Additionally, Tenant shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

39. Prohibitions Regarding Sale or Use of Expanded Polystyrene Food Service Articles, Single-Use Plastic Beverage Straws, and Single-Use Plastic Stirrers.

39.1. Tenant hereby agrees and acknowledges that, pursuant to Section 82-7 of the City Code, as may be amended from time to time, Tenant shall not sell, use, provide food in, or offer the use of expanded polystyrene food

service articles (as defined in City Code Section 82-7) in the Demised Premises. A violation of this section shall be deemed a default under the terms of this Lease Agreement. Notwithstanding the above, this section shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by Tenant.

- 39.2. Additionally, Tenant agrees and acknowledges that, pursuant to Section 82-8 of the City Code, as may be amended from time to time, Tenant shall not sell, use, provide food in, or offer the use of single-use plastic beverage straws or single-use plastic stirrers (as defined in City Code Section 82-8) in the Demised Premises. A violation of this section shall be deemed a default under the terms of this Lease Agreement. Notwithstanding the above, the requirements of Section 82-8 shall not restrict Tenant from providing a beverage with, or offering the use of, a single-use plastic beverage straw or single-use plastic stirrer to an individual with a disability or medical condition that impairs the consumption of beverages without a single-use plastic beverage straw or single-use plastic stirrer.

SIGNATURE PAGES TO FOLLOW

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

Attest:

CITY OF MIAMI BEACH, FLORIDA

Rafael Granado, City Clerk

Dan Gelber, Mayor

Witness

Print Name

Attest:

STATE SENATOR JASON PIZZO

Witness

Jason Pizzo

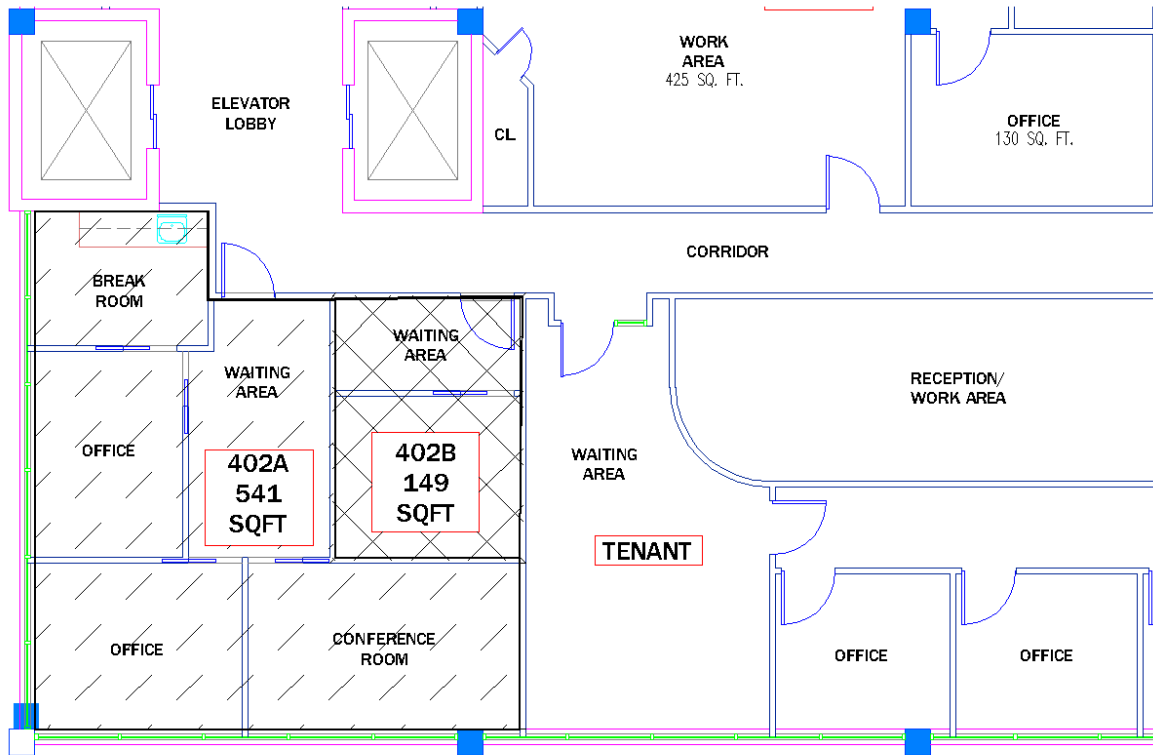
Print Name

Witness

Print Name

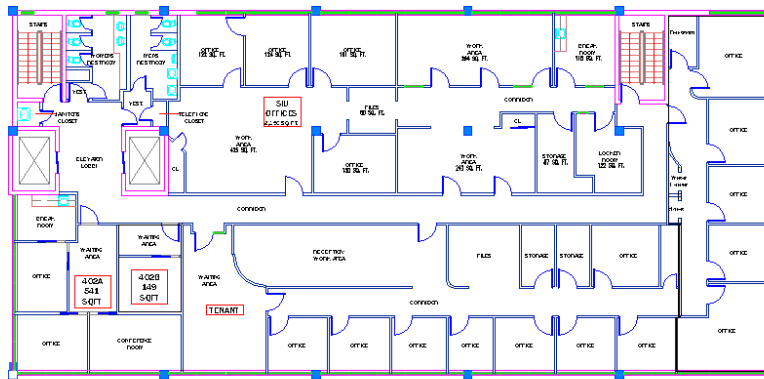
Date: _____

EXHIBIT 1
Demised Premises



OFFICE PLAN

SCALE: 1/8" = 1'-0"



FOURTH FLOOR PLAN

SCALE: NTS

1 of 1

DATE: 12/14/2012
 DRAWN BY: J. [Name]
 CHECKED BY: [Name]
 PROJECT NO.: [Number]

PROJECT TITLE:

4th Floor Office Space
 777 Building
 1701 Meridian Avenue



MIAMI BEACH

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: March 22, 2019

SUBJECT: **DISCUSSION REGARDING A NEW LEASE BETWEEN THE CITY (LANDLORD) AND MIAMI-DADE COUNTY (TENANT), FOR USE AS THE DISTRICT OFFICE OF COUNTY COMMISSIONER EILEEN HIGGINS; SAID LEASE CONSISTING OF APPROXIMATELY 412 SQUARE FEET OF OFFICE SPACE AT MIAMI BEACH CITY HALL, LOCATED AT 1700 CONVENTION CENTER DRIVE, WITH AN INITIAL TERM OF TWELVE (12) MONTHS, COMMENCING ON DECEMBER 1, 2019 AND EXPIRING ON NOVEMBER 30, 2020, WITH TWO (2) RENEWAL OPTIONS OF FOUR (4) YEARS EACH, AT THE CITY MANAGER'S SOLE DISCRETION**

HISTORY:

Commissioner Higgins was elected as a Miami-Dade County Commissioner on June 19, 2018 to represent District 5, which includes portions of the City of Miami Beach. Commissioner Higgins was elected to serve the remaining two years of the term of her predecessor, Commissioner Bruno Barreiro.

Since 2001, the City has leased ground floor office space at City Hall to Miami-Dade County for use as the local office of the District 5 County Commissioner. The current lease, executed during the tenure of Commissioner Barreiro, ran for an initial term of forty-six (46) months, from February 1, 2013 to November 30, 2016, with one (1) three (3) year extension expiring on November 30, 2019.

In anticipation of the lease's upcoming expiration and the requirement for both County Commission and City Commission approvals, the County requested a new lease for Commissioner Higgins in a correspondence dated December 14, 2018. ([Attachment A](#)).

ANALYSIS:

The Office of Real Estate has negotiated with the County a draft lease in substantial form ([Attachment B](#)), which contains the following key terms:

Term and Renewals. Initial term of 12 months, commencing December 1, 2019 and ending on November 30, 2020, to run concurrent with the remainder of Commissioner

Higgin's initial term in office. At the City Manager's sole discretion, the lease may be renewed for two (2) renewal terms of four (4) years each (in harmony with the District 5 County Commissioner term lengths).

Premises and Use. Approximately 412 SF of ground floor office space at Miami Beach City Hall, for use as the Miami Beach District Office of Commissioner Eileen Higgins to provide constituent services.

Rent. One dollar (\$1.00) annually, representing previously-agreed upon and long-standing terms with the County for use of this space.

Maintenance and Repairs. Tenant is solely responsible for maintenance and repair of the Demised Premises.

Insurance. Tenant belongs to an on-going self-insurance program and has provided recent documentation of same.

CONCLUSION:

The proposed lease would allow Commissioner Higgins, who currently occupies the premises, to remain as tenant. The Commissioner's use of the space enhances public services by providing a Miami Beach location for residents to access their County representative. Commissioner Higgins frequently attends City functions since entering office and it would benefit the City to facilitate her presence at City Hall. The Administration recommends that the FCWPC accept the proposed lease terms and recommend approval to the City Commission.

ATTACHMENTS:

Description	Type
□ Attachment A - Lease Proposal from Miami-Dade County	Memo
□ Attachment B - Draft Lease (substantial form)	Contract or Agreement



miamidade.gov

CONTRACT DEVELOPMENT +
NEW DEVELOPMENT ACQUISITION
ASSET MANAGEMENT

2018 DEC 21 AM 9:42

Internal Services

Real Estate Development Division
111 NW 1st Street • Suite 2460
Miami, Florida 33128
T 305-375-1150 F 305-375-1157

December 14, 2018

Mark M. Milisits, RPA
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

Re: Lease Agreement between the City of Miami Beach (Landlord), and Miami-Dade County (Tenant), dated February 14, 2014, for 412 square feet of space, property located at 1700 Convention Center Drive, Miami Beach, Florida
Lease Agreement No.: 0232270000090-L01

Dear Mr. Milisits:

This correspondence is in regards to the above referenced Lease Agreement, which will expire on November 30, 2019. The Tenant still requires the use of the property, which was previously used by former Commissioner Bruno Barreiro as a District Office, and now it is being occupied by Commissioner Eileen Higgins.

Based upon our December 4, 2018, telephone conversation, the Tenant would like to enter into a new lease, commencing on December 1, 2019, for an initial term of four (4) years, and with an additional renewal option period of two (2) four (4) year periods.

Should you have any questions regarding this matter, please contact me at 305 375-1175 or at Rosa.Garcia2@miamidade.gov.

Sincerely,

Rosa Garcia
Real Estate Officer

c: Veronica Brown, Division Director, Internal Services Department

Delivering Excellence Every Day

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this _____ day of _____ 2019, by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, (hereinafter referred to as "City" or "Landlord"), and **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida (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 412 square feet of City-owned property on the ground floor of the building known as City Hall, located at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "Building"), and as more specifically delineated in "Exhibit 1," 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 two years, commencing on the 1st day of December 2019 (the "Commencement Date"), and ending on the 30th day of November 2020.

For purposes of this Agreement, and including, without limitation, Subsection 2.2 herein, a "Contract Year" shall be defined as that certain one-year period commencing on the 1st day of December and ending on the 30th day of November.

- 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 four (4) 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).

In the event that 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.

3.1 Base Rent.

Base Rent for the Demised Premises shall begin to accrue on the Commencement Date.

3.1.1 Throughout the Term herein, the Base Rent for the Demised Premises shall be One Dollar and 00/100 (\$1.00) per year, payable annually commencing on the Commencement Date and, thereafter, on each 1st day of December.

3.1.2 Concurrent with the payment of the Base Rent, Tenant shall also include any and all additional sums for all applicable sales and use tax, now or hereafter prescribed by Federal, State or local law.

3.2 Intentionally Omitted.

3.3 Sales Taxes.

Concurrent with the payment of the Base 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, 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 herein provided, at any time remain due 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 enforced 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, 3rd Floor
Miami Beach, Florida 33139

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

5. Intentionally Omitted.

6. Intentionally Omitted.

7. Use and Possession of Demised Premises.

- 7.1 The Demised Premises shall be used by the Tenant as the Miami Beach District Office for Commissioner Eileen Higgins solely for the purpose(s) of providing constituent services in a convenient and accessible government location. Said Premises may be open for operation a minimum of five (5) days a week, with normal hours of operation generally being as follows:

Monday - Friday: 9:00 AM to 5:00 PM

Tenant shall not otherwise 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 Agreement only for the above purpose(s)/use(s), and for no other purpose(s) 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 Agreement in default pursuant to Section 18 or, without notice to Tenant, restrain such improper use by injunction or other legal action.

8. Improvements.

- 8.1 Tenant accepts the Demised Premises in their 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 be first 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 Agreement. Upon termination and/or expiration of this 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 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 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, loss of life or limb, or other 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 by) the Commencement Date of this 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.

Tenant has an on-going self-insurance program as provided in "Exhibit 2" (Tenant's Insurance), attached hereto and incorporated herein.

11. Intentionally Omitted.

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 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 and workmanlike manner.

- 13.4 If Tenant fails to make such repairs or restorations or replacements, the same may be made by the City, at the expense of Tenant, and all sums spent and expenses incurred by the City shall be collectable by the City and shall be paid by Tenant within three (3) days after submittal of a bill or statement therefore.
- 13.5 It shall be Tenant's sole obligation and responsibility to insure 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 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 each 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 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 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.
16. Intentionally Omitted.
17. Condemnation.
- 17.1 If at any time during the Term of this 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, 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 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, 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; or
- 18.1.9 The leasehold interest is levied on under execution.

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 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 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.
- 19.1.6 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 fees and costs, to 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 The City shall indemnify and hold harmless the Tenant from any liability losses or damages which Tenant may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligence of the City or its employees, agents, principals or subcontractors, to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000.00, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$300,000.00 from any and all personal injury or property damage claims, liabilities, losses or causes of action.
- 21.2 Tenant does hereby agree to indemnify and hold harmless the City to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage

claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the 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 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 Base 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:

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

TENANT:

Commissioner Eileen Higgins
Miami-Dade County
1700 Convention Center Drive
Miami Beach, Florida 33139

With copy to:

Commissioner Eileen Higgins
Miami-Dade County
111 NW 1st Street, Suite 220
Miami, Florida 33128

Miami-Dade County
Internal Services Department
Real Estate Development
111 NW 1st Street, Suite 2460
Miami, Florida 33128

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 Five Thousand (\$5,000.00) 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 \$5,000.00. 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 \$5,000.00 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 HEREIN AFTER 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.
38. No Discrimination.
In connection with its operations, Tenant shall not discriminate against any employee or applicant for employment on the basis of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.
- Additionally, Tenant shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.
39. Prohibitions Regarding Sale or Use of Expanded Polystyrene Food Service Articles, Single-Use Plastic Beverage Straws, and Single-Use Plastic Stirrers.
- 39.1. Tenant hereby agrees and acknowledges that, pursuant to Section 82-7 of the City Code, as may be amended from time to time, Tenant shall not

sell, use, provide food in, or offer the use of expanded polystyrene food service articles (as defined in City Code Section 82-7) in the Demised Premises. A violation of this section shall be deemed a default under the terms of this Lease Agreement. Notwithstanding the above, this section shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by Tenant.

- 39.2. Additionally, Tenant agrees and acknowledges that, pursuant to Section 82-8 of the City Code, as may be amended from time to time, Tenant shall not sell, use, provide food in, or offer the use of single-use plastic beverage straws or single-use plastic stirrers (as defined in City Code Section 82-8) in the Demised Premises. A violation of this section shall be deemed a default under the terms of this Lease Agreement. Notwithstanding the above, the requirements of Section 82-8 shall not restrict Tenant from providing a beverage with, or offering the use of, a single-use plastic beverage straw or single-use plastic stirrer to an individual with a disability or medical condition that impairs the consumption of beverages without a single-use plastic beverage straw or single-use plastic stirrer.

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 the day and year first above written, indicating their agreement.

Attest:

CITY OF MIAMI BEACH, FLORIDA

Rafael Granado, City Clerk

Dan Gelber, Mayor

Signature

Print Name

Witness:

MIAMI-DADE COUNTY, FLORIDA

Signature

Signature

Print Name

Print Name

Signature

Print Name

EXHIBIT 1

Demised Premises

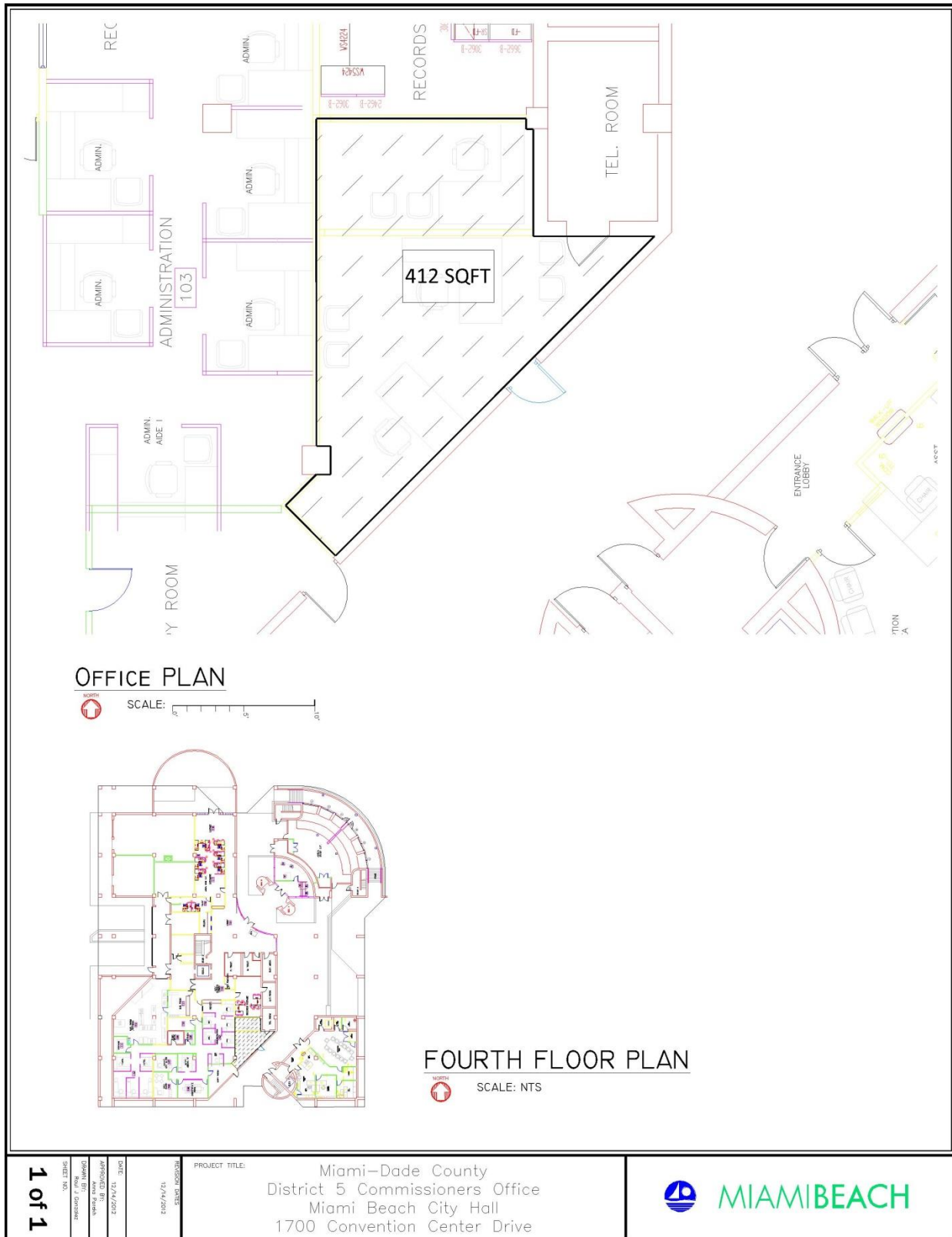


EXHIBIT 2

Tenant's Insurance

DRAFT

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: March 22, 2019

SUBJECT: **DISCUSSION REGARDING FEE WAIVERS FOR THE SOUTH BEACH
SEAFOOD FESTIVAL**

KEY INTENDED OUTCOME:

Enhance Cultural and Recreational Activities

HISTORY:

In October 16-20 2018, the South Beach Seafood Festival was held in Miami Beach. As part of the City of Miami Beach's contract with Coca-Cola, Coca-Cola is able to waive the permit fees of four (4) Coca-Cola sponsored events per year.

For 2018, Coca-Cola chose the South Beach Seafood Festival as one of those events.

As a result, Tourism and Culture waived the following permits fees:

Application Fee - \$250.00

Permit Fee - \$500.00

Vehicle Beach Access Passes - \$4,500.00

Square Footage - 180,831 sq. ft - \$45,207.75

Lummus Park User Fee - \$5,911.25

Police - Admin - \$2,601.00

Total - \$58,970.00

ANALYSIS:

For the 1029 installation of this event, the South Beach Seafood Festival would like to request the following from the City of Miami Beach

1. Waiver of all Special Event Fees: a. Fees Waived: square footage fee, application fee, special events fee, vehicle access passes, permit fee, Lummus Park user fee and police administrative fee

NOTE: This event currently does not pay these above listed fees, as they are waived as part of the Coca-

Cola contract with the City of Miami Beach. Therefore, the Seafood Festival is looking to transfer the benefits provided from South Beach Seafood Festival and Coca Cola, to South Beach Seafood Festival and the City of Miami Beach, where the City of Miami Beach would receive the marketing and partnership program benefits that Coca Cola currently receives for helping to waive these event fees. By doing so, the City of Miami Beach would have the benefit as an official sponsor of the event.

2. \$25,000 Sponsorship:

NOTE: These funds will be utilized to offset some of the production costs incurred at the event by local Miami Beach Restaurants that participate in the event, allowing the restaurants to increase their revenue as a participating restaurant.

3. Five (5) Year Agreement:

NOTE: The event currently has four (4) years remaining on our five (5) year agreement with Coca Cola, and would request a five year agreement with the City of Miami Beach.

CONCLUSION:

The Administration recommends the FCWPC to hold a discussion, to better understand the economic impact and resident benefits of a City of Miami Beach partnership with the South Beach Seafood Festival.

ATTACHMENTS:

Description	Type
☐ Commission Referral C4 D	Other

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Vice-Mayor Michael Gongora
DATE: February 13, 2019

SUBJECT: REFERRAL TO FINANCE AND CITYWIDE PROJECTS COMMITTEE TO
DISCUSS THE SOUTH BEACH SEAFOOD FESTIVAL.

ANALYSIS

Please place on the February 13 Commission agenda, a referral to the Finance and Citywide Projects Committee to discuss waiving City fees for the South Beach Seafood Festival. This is the premier seafood festival in Miami Beach, which is a high-end experience that showcases the talents of South Florida's leading chefs and culinary masterminds via a diverse group of events. The seafood festival benefits a great cause with CI Foundation's EAT SMART program, a program that provides healthy meals and nutritional guidance to Florida's youth. I believe this event to be important to Miami Beach and would like to consider their request for waiver of fees customary with other festivals. Please feel free to contact Diana Fontani should you need any additional information.

Legislative Tracking

Vice-Mayor Michael Gongora

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: March 22, 2019

**SUBJECT: DISCUSSION REGARDING THE ADMINISTRATION'S PROCEDURE FOR
WELCOMING NEW BUSINESSES TO MIAMI BEACH**

HISTORY:

How does Miami Beach welcome new business? Do we send a letter of welcome? Do we offer a personal visit from the Mayor or Commissioners? Acknowledgment of the business' choice to move into Miami Beach?

Words can be meaningful, but actions are what matter. Miami Beach understands that relationships matter when trying to influence the business-friendly perception of Miami Beach....and we have to walk the talk. Every day, millions of businesses have to prove to their customers that their words align with their values, and their actions align with their words. Miami Beach also has to prove its value every day to the businesses who chose to do business here. We have to show them, not just tell them. We have to do business the way the business community does....nurture trust and earn respect.

Any city can tell a great story about why it's great to live and do business there. Not every city can live up to the story they tell. Miami Beach has to live up to our promises.

It only takes a few minutes to do the right thing and make a new business feel welcome. We start with introducing the City of Miami Beach to the business, telling the business who we are, what we value and how much we appreciate them choosing Miami Beach as a place to do business. We have to welcome new businesses into our community as we would like to be welcomed.

It is said that when making a great first impression, the first few moments are key. This small amount of time will create a lasting impact and forge the direction of a business. A warm and sincere welcome letter gives a sense of caring and makes people feel appreciated, as well as personal calls/visits making them feel that they have made a good choice in choosing Miami Beach.

Starting a new business and/or relocating a business is no easy feat. Businesses are looking for a welcoming and thriving businesses environment - where they can meet and share ideas, network and grow their business. An initial nurturing of new businesses could be a crucial bridge for growing a successful business community – but this takes time, commitment and enthusiasm.

In the age of social media it is all too easy for new businesses to experience a challenging start, not know what to do, where to go, who to talk to or how to assess the challenge. This is why it is more important than

ever to create a welcoming, resourceful and easy experience for a potential Miami Beach new businesses.....and continue to provide supportive tools, resources, access to information and more.

ANALYSIS:

As Miami Beach works to welcome and support new business development, relocation assistance and new industries, we need to explore programs and initiatives that provide information and access to the tools they need to navigate through Miami Beach government and business community, and to operate efficiently and effectively as well as grow and thrive. Some programs the Administration is exploring include, but are not limited to:

1. Creating dedicated staff to welcome, nurture and guide new and relocated businesses/industries;
2. Creating an online *New Business Welcome Tool Kit* which provides easy access to the who, what, where, how to navigate through the City of Miami Beach regulatory system, programs, and services (e.g. checklists, online licensing, permits, etc.);
3. Create an online *MB Business Directory* as an incentive to showcase and advertise business products and services available and offered by businesses in Miami Beach;
4. Offer to showcase new businesses, on the CMB communications channels, for 3-6 months – e.g. a “New Business Spotlight” in print and digital collateral;
5. Encourage the introduction of new businesses in community and committee meetings;
6. Offer capacity building/information sharing workshops/meet-ups through the City and its partners. Explore developing a small business development curriculum to work with prospective, new and existing businesses on issues that impact their operations, e.g. business planning, access to capital, human resources, accounting, social media, lease negotiations, etc.;
7. Explore opportunities to engage subject matter expert volunteers – retired businesses owners/executives could provide pro bono/volunteer business assistance for new businesses;
8. Work with MB Chambers to provide discount memberships at events that provide capacity support for businesses and encourage the Chambers to provide ribbon cuttings and other networking events and activities;
9. Explore developing a small business investment program to work with new, existing and expanding businesses; and
10. Explore programs/initiatives that encourage and assist small business relocation to Miami Beach.

CONCLUSION:

The Administration recommends that the existing business recruitment and retention tools be audited, revised and enhanced. The Administration also recommends creating dedicated staff that are business liaisons and work closely with new businesses to ensure they matriculate positively. Lastly, the Administration recommends the exploration of best practices, programs and initiatives that leverage existing resources (government and private) to attract new businesses, newly relocated businesses and new industries.

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: March 22, 2019

SUBJECT: **DISCUSS THE DESIGN AND PLAN CONCEPT FOR THE OCEAN TERRACE NEIGHBORHOOD URBAN DESIGN PLAN BY THE CORRADINO GROUP AND REFERRING THE PROPOSED IMPLEMENTATION PLAN FOR PRIORITIZATION AND POTENTIAL FUNDING OPTIONS**

DISCUSSION TO CONSIDER THE VACATION OF PORTIONS OF OCEAN TERRACE, 74TH AND 75TH STREETS IN FAVOR OF OCEAN TERRACE HOLDINGS, LLC AND TO NEGOTIATE A DEVELOPMENT AGREEMENT THAT PROVIDES FOR A PUBLIC BENEFIT TO CONSTRUCT THE OCEAN TERRACE PARK PROJECT

KEY INTENDED OUTCOME:

Revitalize Key Neighborhoods, Starting With North Beach And Ocean Drive

HISTORY:

On December 12, 2018, the City Commission unanimously adopted the Ocean Terrace Neighborhood Urban Design Plan that was produced by The Corradino Group and Garcia-Pons + Associates. The Finance and Citywide Projects Committee ("FCWPC") then discussed how to implement the plan at its February 20, 2019 meeting. FCWPC directed staff to explore ways to prioritize and fund the proposed public improvement project.

ANALYSIS:

Commissioner Arriola referred the discussion to consider the vacation of portions of Ocean Terrace, 74 and 75th street in favor of Ocean Terrace Holding, LLC and to determine whether the City should negotiate a development agreement that provides for a public benefit. Staff has reviewed funding alternatives for the approximate \$15M that would be required to bring the Ocean Terrace Park Plan to fruition and recommends the City Commission consider entering into a public-private partnership with Ocean Terrace Holding, LLC, through a development agreement. The agreement would generally involve the vacation of certain rights-of-way on and adjacent to Ocean Terrace in exchange for a public benefit to fund and/or construct the Park Plan.

CONCLUSION:

The Administration is working on milestones for the implementation of the entire Ocean Terrace Neighborhood Urban Design Plan. The direction, regarding the vacation of portions of Ocean Terrace, will be incorporated into the overall plan.

ATTACHMENTS:

Description	Type
 Ocean Terrace Neighborhood Urban Design Plan	Memo

OCEAN TERRACE NEIGHBORHOOD

URBAN DESIGN PLAN
WORKING GROUP MEETING 3
AUGUST 29TH, 2018

INITIAL MEETING WITH CLIENT TO COORDINATE SCHEDULES + DELIVERABLES

[APRIL 19TH - COMPLETED]

WORKING GROUP MEETINGS:

1ST MEETING: LISTEN ("WHAT ARE THE ISSUES")

[JUNE 12TH - COMPLETED]

2ND MEETING: FEEDBACK ("THIS IS WHAT WE HEARD")

- I.E. DRAFT URBAN DESIGN PLAN

[JULY 11TH - COMPLETED]

3RD MEETING: RECOMMENDATIONS ("THIS IS WHAT WE RECOMMEND")

- I.E. FINAL URBAN DESIGN PLAN

[AUGUST 29TH - TODAY]

CITY COMMISSION MEETING TO PRESENT THE FINAL URBAN DESIGN PLAN.

[ANTICIPATED SEPTEMBER, 2018];

INDIVIDUAL FOLLOW-UP MEETINGS WITH THE CITY PLANNING,
ECONOMIC DEVELOPMENT AND PUBLIC WORKS DEPARTMENTS

INDIVIDUAL MEETINGS WITH REPRESENTATIVES OF CITY OWNED
PROPERTIES LOCATED WITHIN THE STUDY AREA

INDIVIDUAL MEETINGS WITH CITY ELECTED OFFICIALS

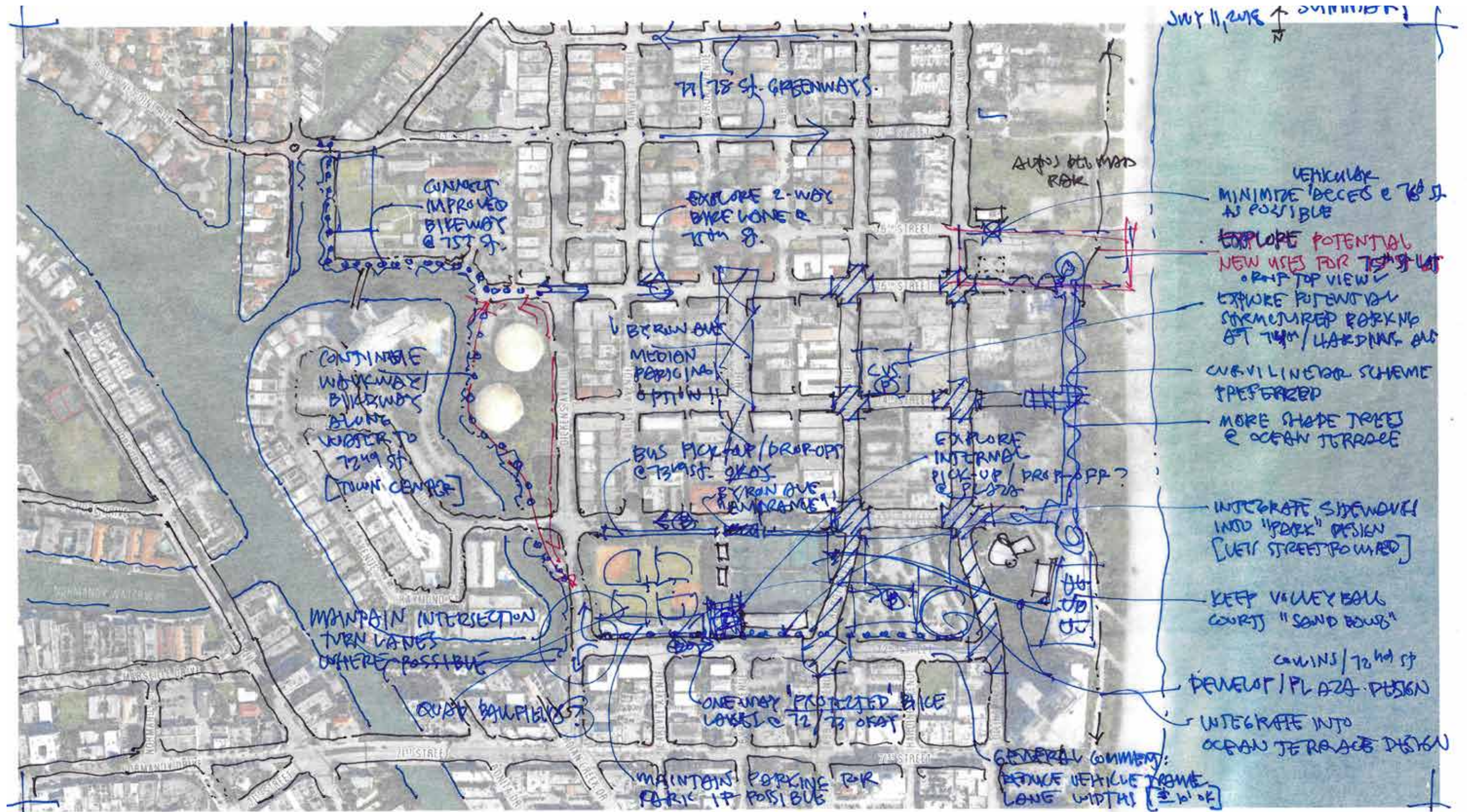
MEETINGS WITH OTHER CONSULTANT TEAMS

MEETING SUMMARIES:

JUNE 12TH - WORKING GROUP 1
JUNE 20TH - PARKS & RECREATION
JUNE 20TH - PLANNING
JUNE 20TH - BANDSHELL
JUNE 29TH - CIP
JUNE 29TH - TRANSPORTATION & PARKING
JULY 11TH - WORKING GROUP 2
JULY 19TH - TRANSPORTATION
JULY 19TH - NORTH SHORE YOUTH CENTER

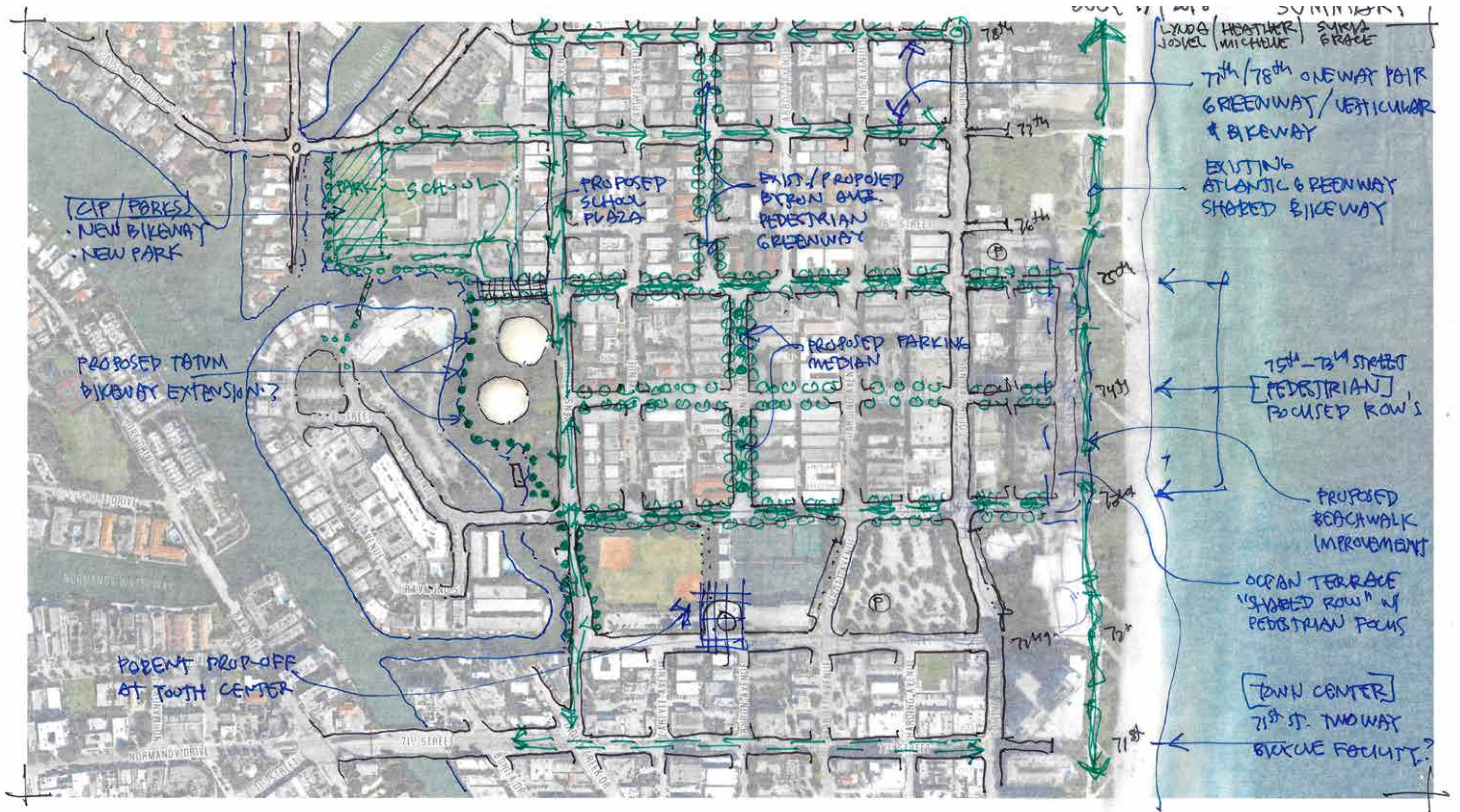
WHAT WE HEARD

WORKING GROUP 2 MEETING SUMMARY



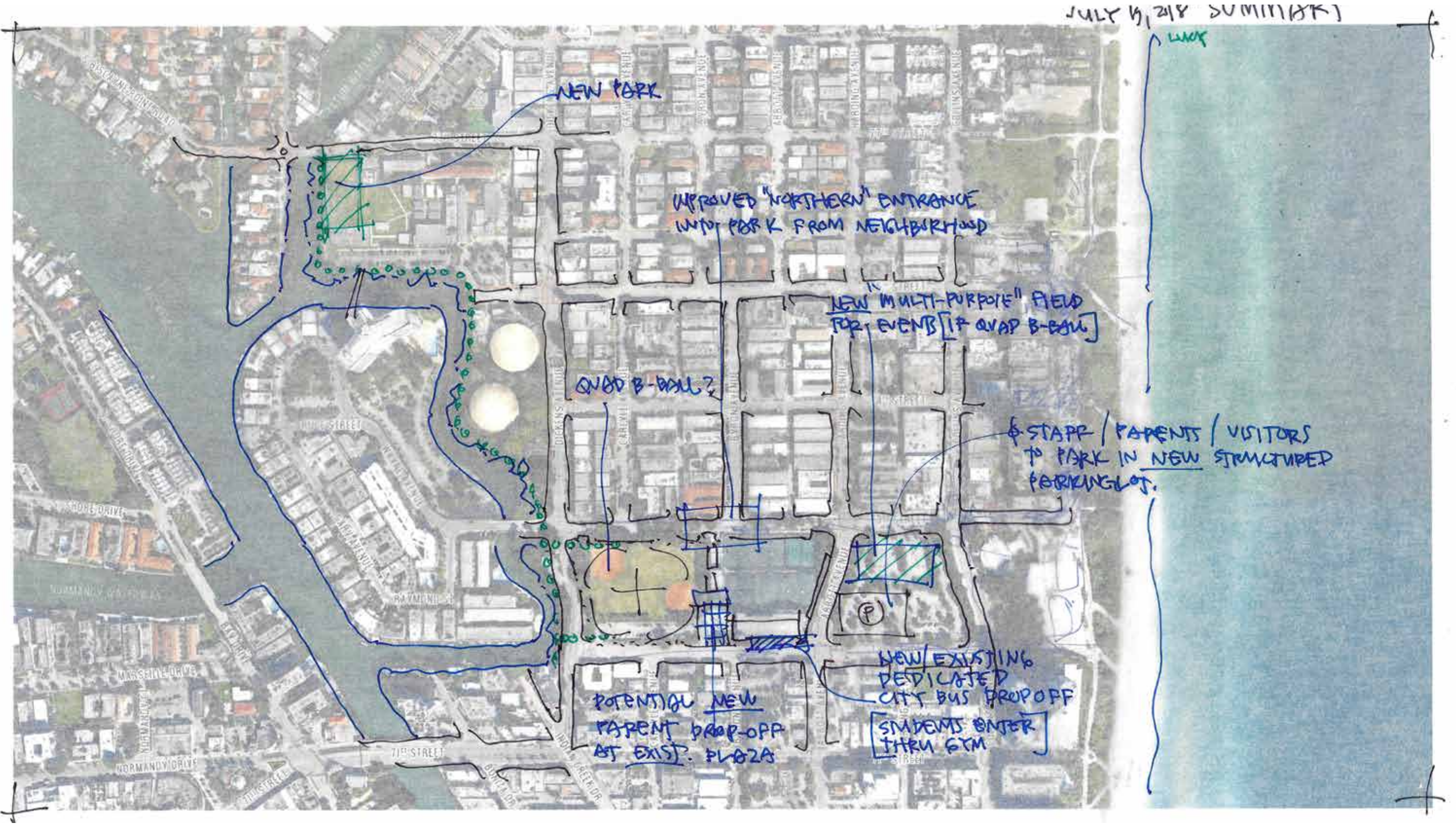
WHAT WE HEARD

TRANSPORTATION MEETING SUMMARY



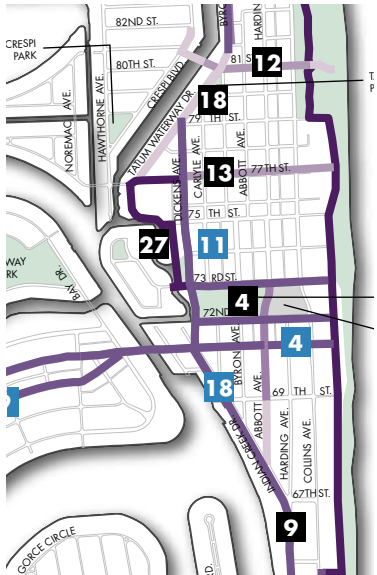
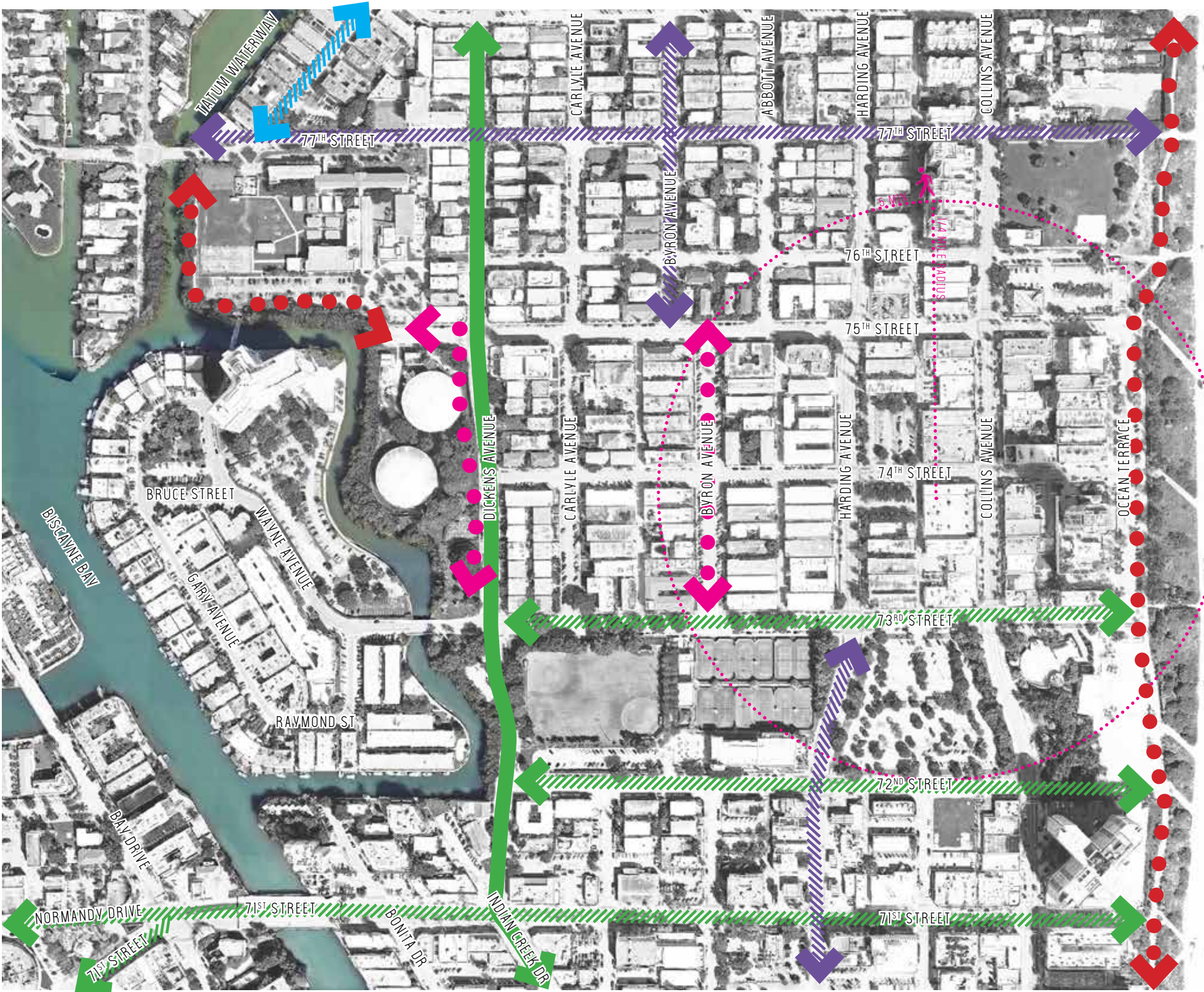
WHAT WE HEARD

NORTH SHORE YOUTH CENTER MEETING SUMMARY



WHAT WE HEARD

EXCERPTS FROM SEVERAL CITY OF MIAMI BEACH MOBILITY PLANS [ADOPTED]



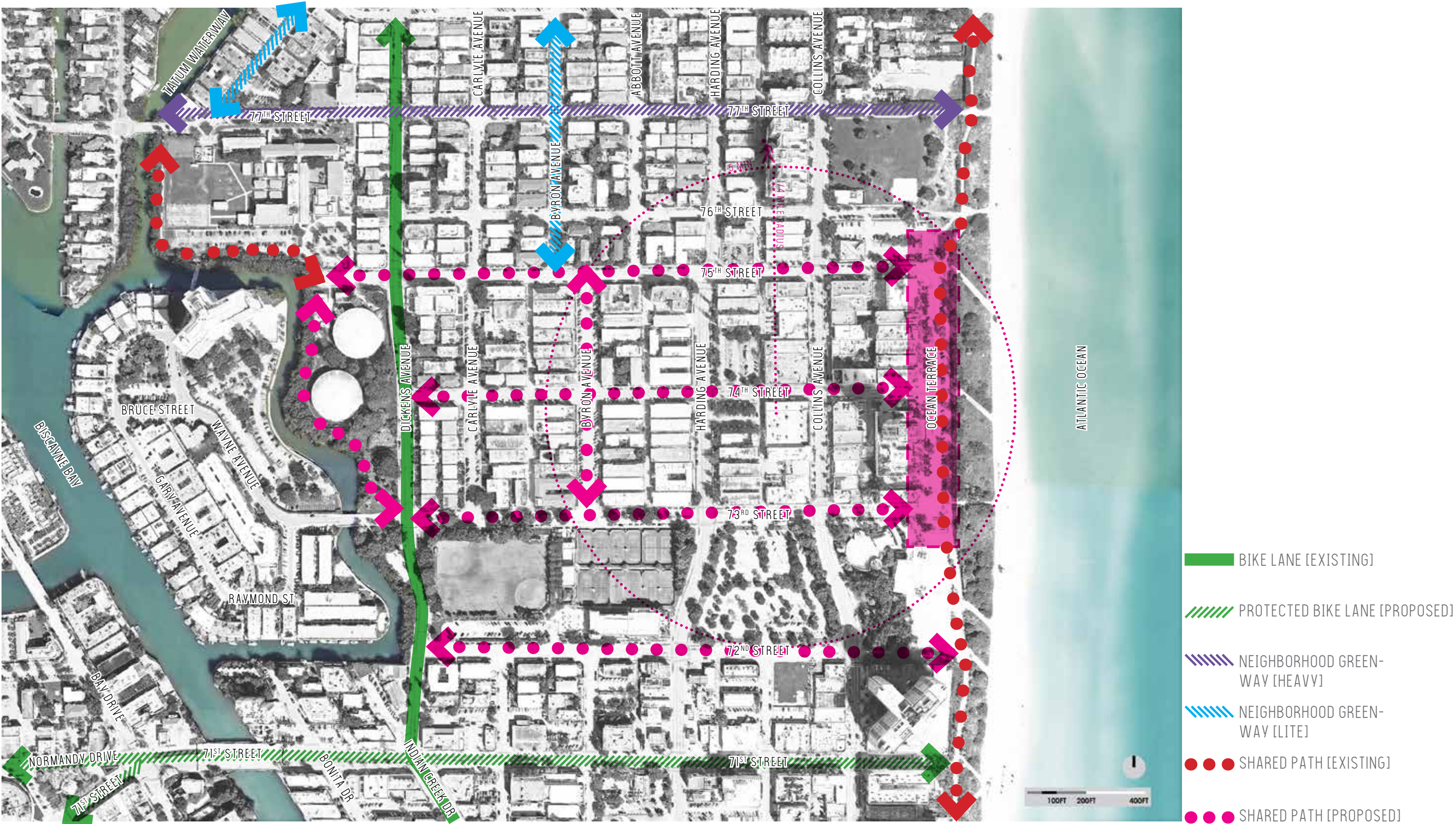
LEGEND: BIKEWAY NETWORK

- Protected Bike Lane
- Conventional Bike Lane
- Neighborhood Greenway (Heavy)
- Neighborhood Greenway (Lite)
- Shared Path
- Shared Space

- BIKE LANE [EXISTING]
- PROTECTED BIKE LANE [PROPOSED]
- NEIGHBORHOOD GREENWAY [HEAVY]
- NEIGHBORHOOD GREENWAY [LITE]
- SHARED PATH [EXISTING]
- SHARED PATH [PROPOSED]

OCEAN TERRACE NEIGHBORHOOD

BICYCLE + PEDESTRIAN NETWORK [PROPOSED CONNECTIONS]



OCEAN TERRACE NEIGHBORHOOD

PROPOSED CONNECTIONS + ONGOING CITY INITIATIVES*



OCEAN TERRACE NEIGHBORHOOD PROPOSED CONNECTIONS

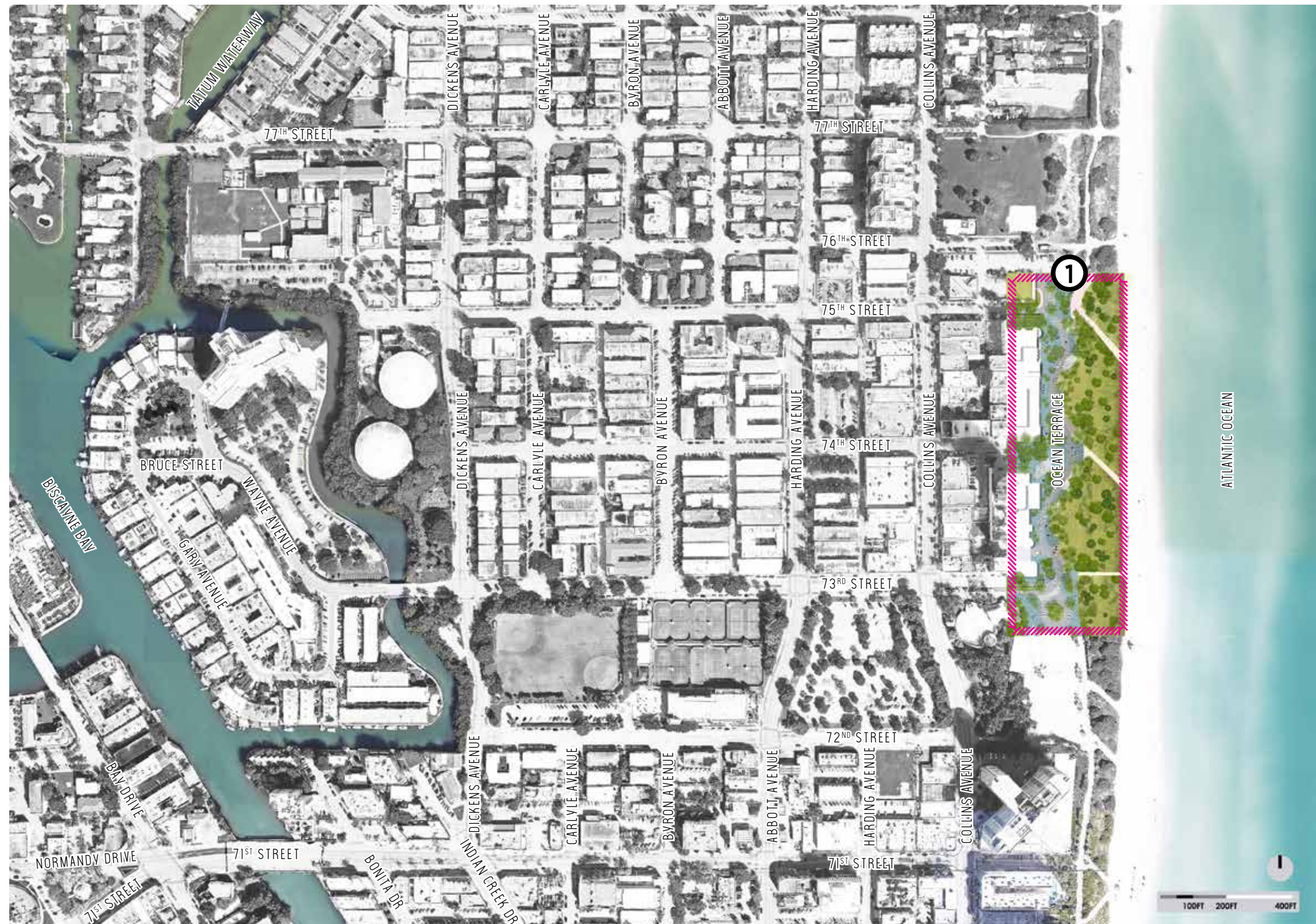


- 1 OCEAN TERRACE
- 2 LIBRARY & PARKING LOT
- 3 COLLINS AVENUE
- 4 NSYC TO BANDSHELL
- 5 74TH STREET
- 6 75TH STREET
- 72ND STREET*
- 73RD STREET*
- BYRON AVENUE*
- TATUM WATERWAY
SHARED USE PATH*

* ONGOING CITY INITIATIVES

OCEAN TERRACE NEIGHBORHOOD

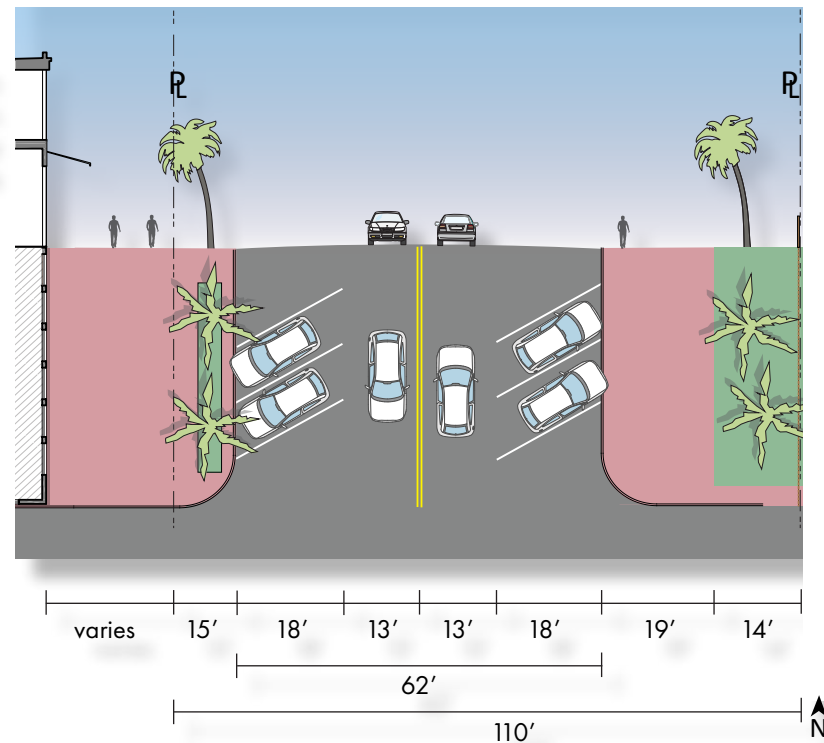
1 | OCEAN TERRACE [PROPOSED CONNECTION]



Ocean Terrace

Existing Conditions

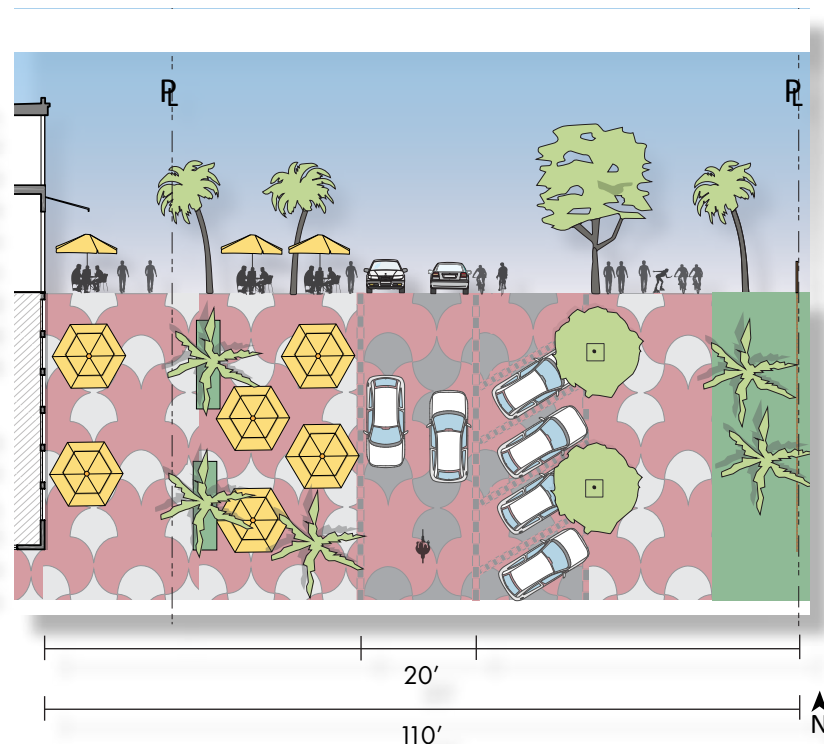
The existing condition of Ocean Terrace is one with angled parking on both sides of the street, few shade trees and a very wide pavement area to cross.



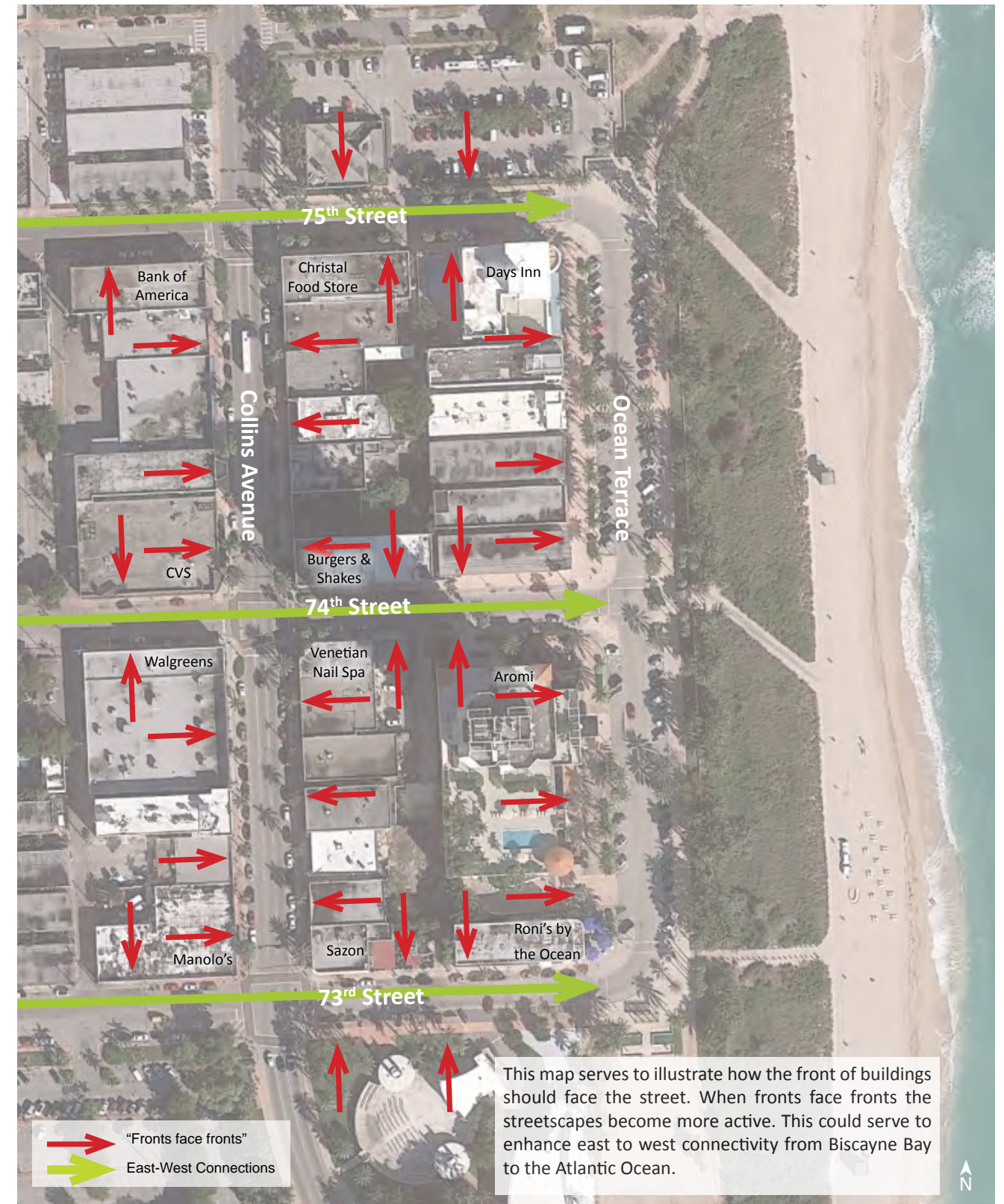
Shared Space

Designed as a curbless shared space, Ocean Terrace can become an elegant public space in Miami Beach. The pavement design can subtly indicate primarily pedestrian space from space that cars may occupy. At certain key times, such as during festivals and street fairs, the street can be closed to cars completely with simple metal bollards.

What is key is that Ocean Terrace remain a street accessible to all with vehicular access, ample parking, bicycle lanes, sidewalks, and transit access. Residents will still need to maintain access to parking entrances located on Ocean Terrace.



FROM NOBE MASTER PLAN 2016



DRAFT

① | OCEAN TERRACE STREETSCAPE CONDITIONS [EXISTING]



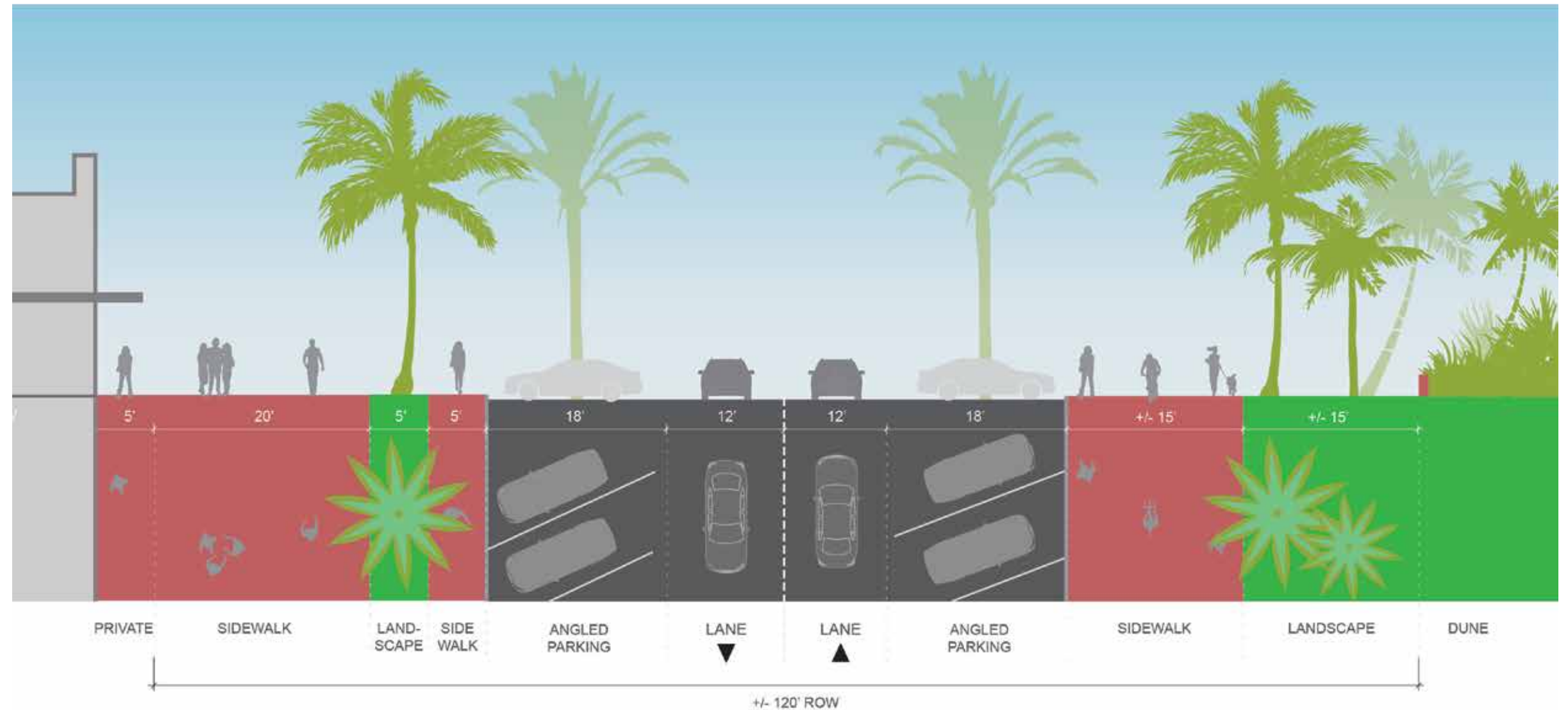
OCEAN TERRACE + 73RD STREET [LOOKING NORTH]



OCEAN TERRACE + 74TH STREET PLAZA [LOOKING NORTH]



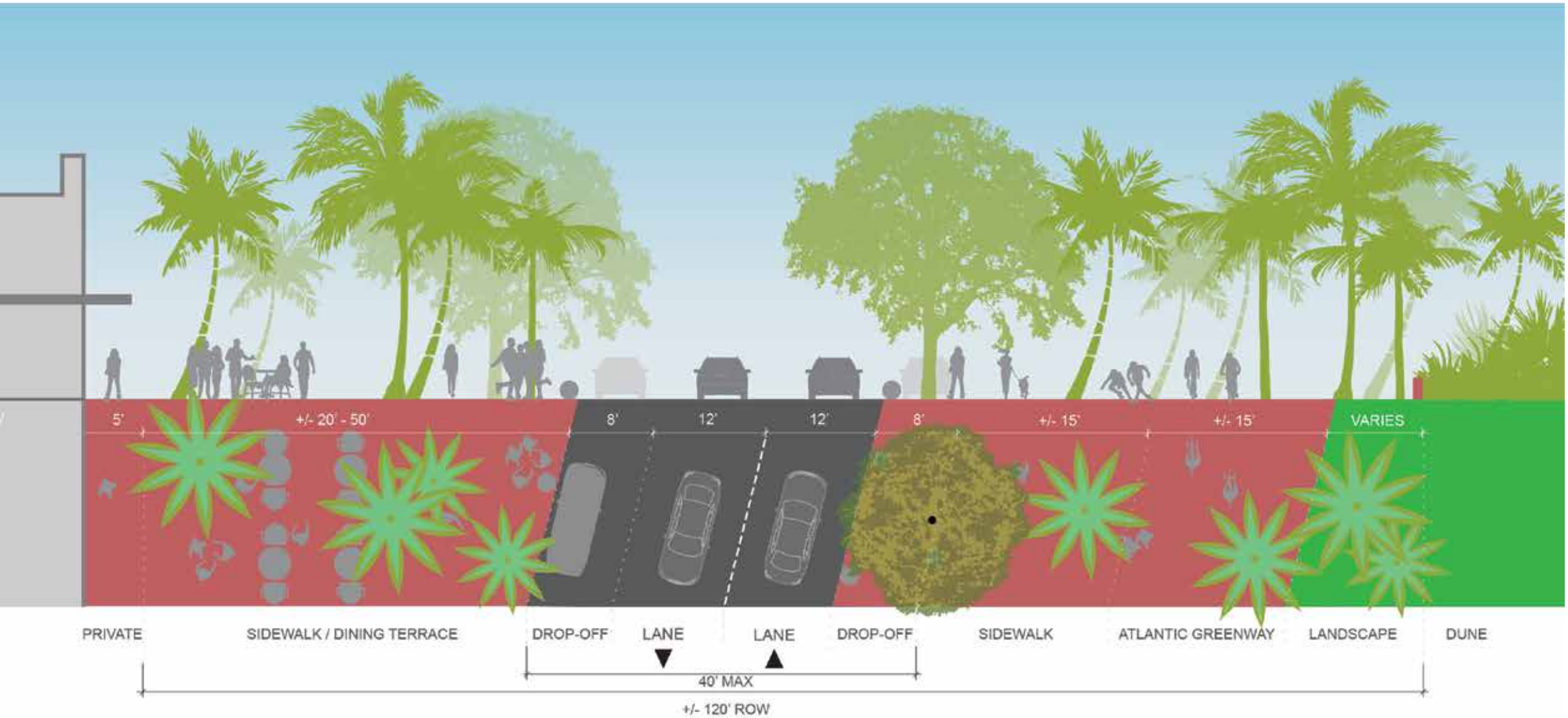
OCEAN TERRACE + BEACHWALK [LOOKING NORTH]



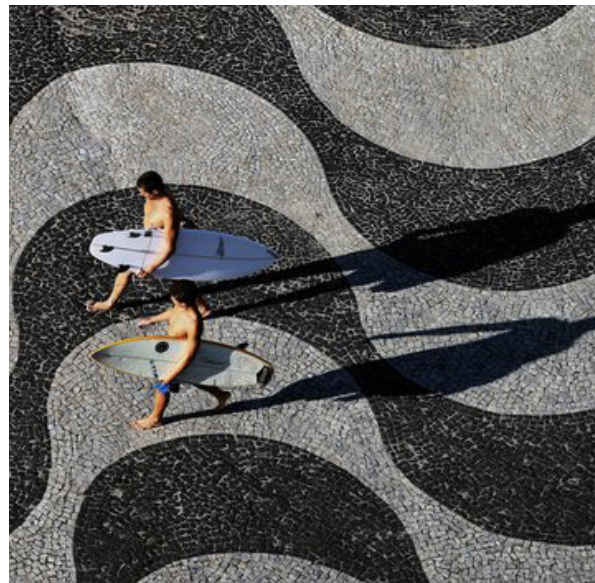
① | OCEAN TERRACE
STREETSCAPE CONDITIONS [PROPOSED]



PEDESTRIAN ORIENTED SHARED STREET



① | OCEAN TERRACE INSPIRATION IMAGES [CURVILINEAR]



① | OCEAN TERRACE
STREETSCAPE IMPROVEMENTS [PROPOSED]

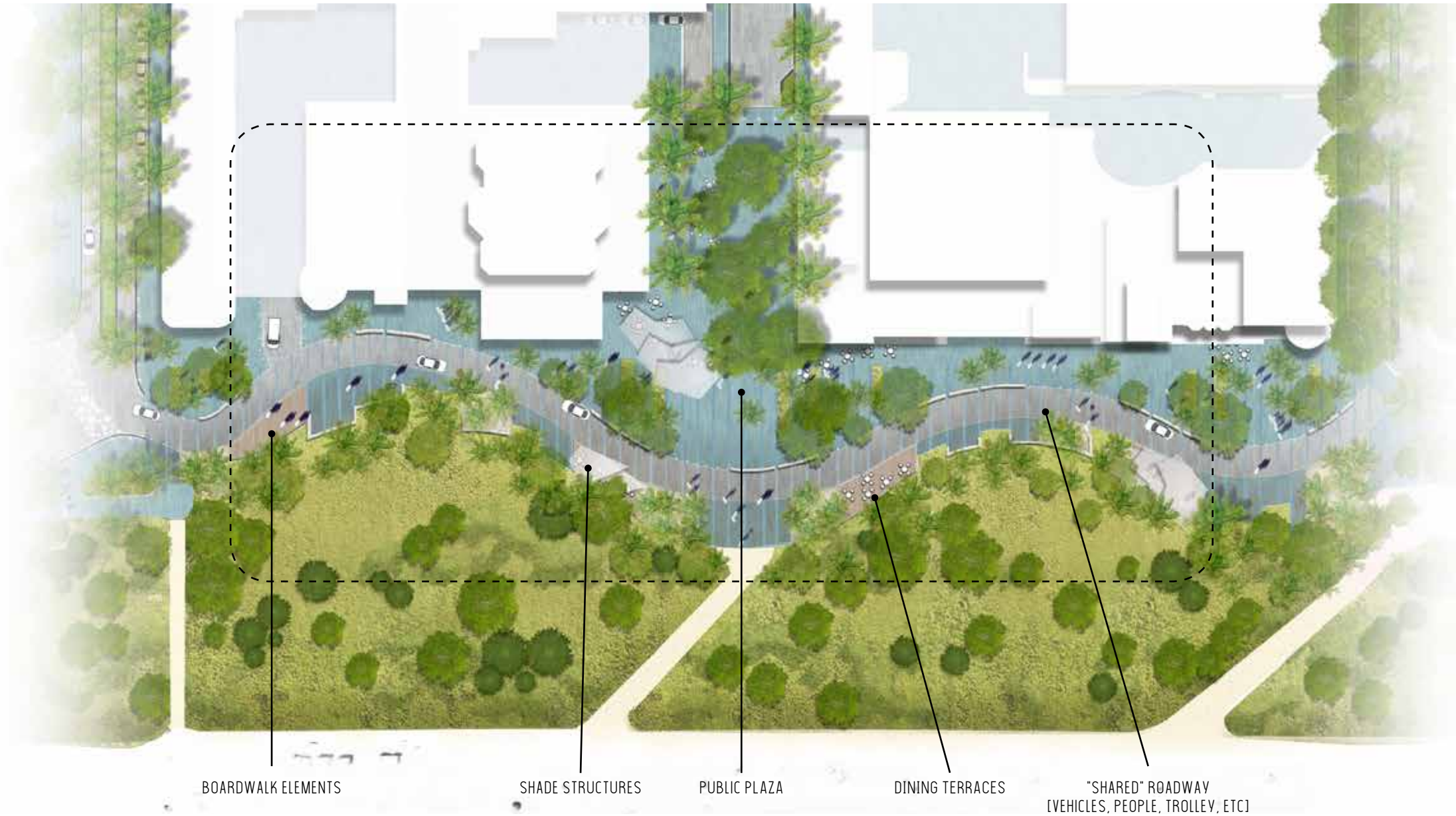
PEDESTRIAN ORIENTED SHARED STREET



① | OCEAN TERRACE @ 73RD STREET [PROPOSED]



① | OCEAN TERRACE
@ 74TH STREET [PROPOSED]



① | OCEAN TERRACE
@ 75TH STREET [PROPOSED]



① | OCEAN TERRACE
WEST - EAST SECTION [PROPOSED]



SECTION @ OCEAN TERRACE



① | OCEAN TERRACE
WEST - EAST SECTION [PROPOSED]



SECTION @ 74TH STREET PLAZA



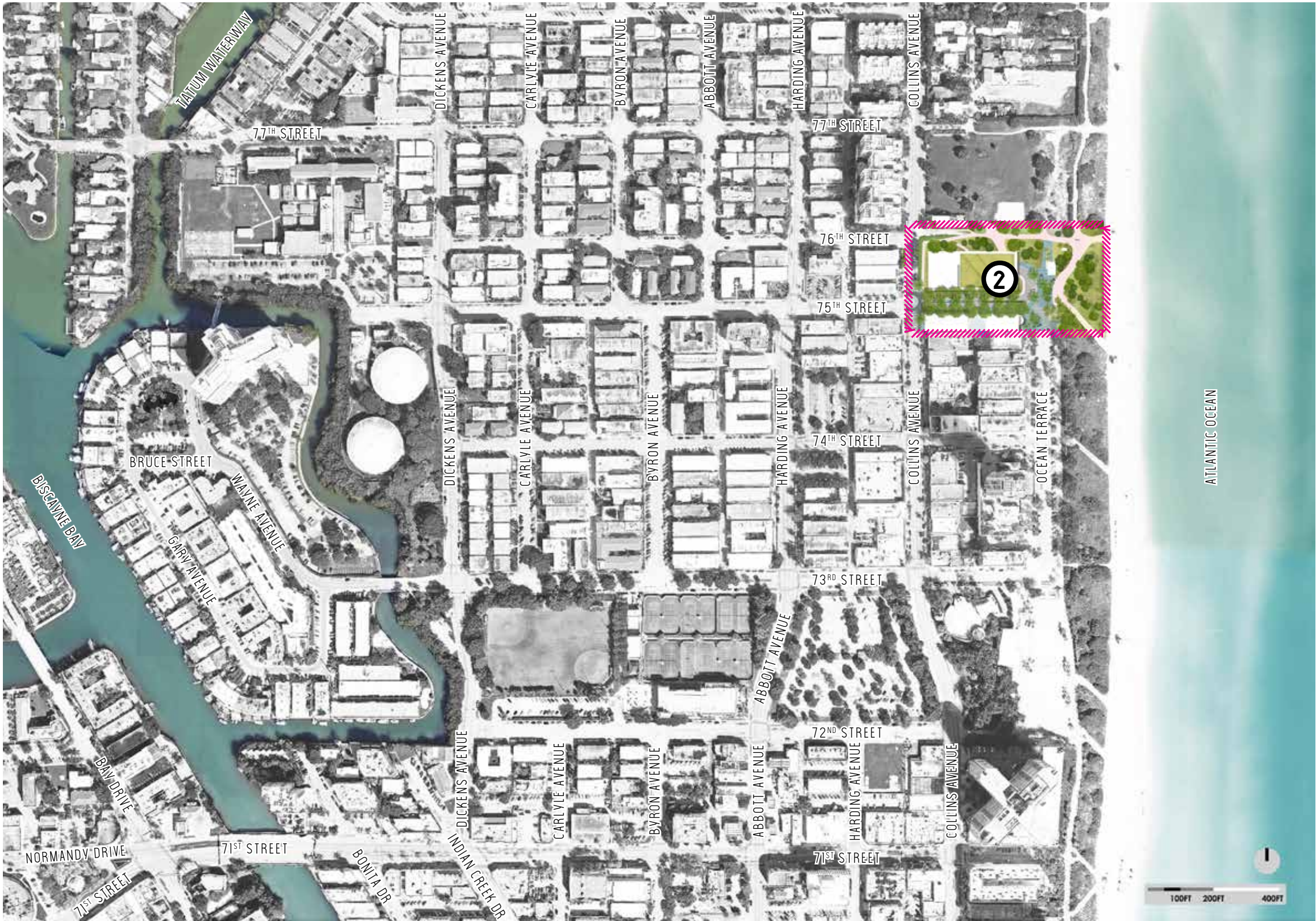
① | OCEAN TERRACE
VISUALIZATION @ 73RD STREET LOOKING WEST [PROPOSED]



① | OCEAN TERRACE
VISUALIZATION @ 73RD STREET LOOKING NORTH [PROPOSED]



2 | LIBRARY + 75TH STREET PARKING LOT [PROPOSED CONNECTION]



② | LIBRARY + 75TH STREET PARKING LOT
STREETSCAPE CONDITIONS @ 75TH STREET LOT [EXISTING]



COLLINS AVENUE + 76TH STREET LIBRARY *[LOOKING EAST]*



75TH STREET + COLLINS AVENUE *[LOOKING EAST]*



LIBRARY *[LOOKING EAST]*



OCEAN TERRACE + 75TH STREET *[LOOKING WEST]*



LIBRARY + 75TH STREET *[LOOKING EAST]*

North Shore Branch Library

One of the key recommendations made by North Beach stakeholders who participated in the Mayor’s Blue Ribbon Panel on North Beach in 2014 and 2015 was to “Relocate the library from its current location at 7501 Collins Avenue, to a more centrally-located and modern site in the Town Center” (cited from North Beach Revitalization Summary Report, November 20, 2014).

A couple of questions arise: Where should the library be relocated? What should happen with the current library site?

Relocating the Library

The North Shore library’s proximity to the beach makes this public asset unique, as it is the only facility of its type located in such a desirable location, steps from the beach. However, one of the complaints about the current library facility is that it is out-dated and does not meet the functions or have the selection of books that one finds at larger regional facilities like the Miami Beach Regional Library in South Beach.

Town centers should host City offices, banks, post offices, and other public services. These types of institutions, both public and private, give a “center” its primacy. North Beach’s post office is currently located on 71st Street across from the Byron Carlyle Theater. If the Byron Carlyle Theater is one day to be redesigned, one of its potential new uses could be the creation of a ‘21st Century library’ that could consist of a media center and community space that would provide Wifi access and computers that could be used by local residents to access the Miami-Dade County Library System’s Online database.

Re-purposing the Current Library Site

It is important to note that the library site is a public facility owned by the City and that a portion of the current library is within the Coastal Construction Line. This line makes it difficult, if not impossible, for any buildings larger than the current footprint to be built. Any new uses would likely to be smaller in size. New buildings on the Coastal Construction Line are intended to have a lighter environmental footprint than what they replace.

New public uses could include outdoor dining under a public pavilion. South Point Park in South Beach includes a popular coffee and non-alcoholic frozen drink concession alongside a space that can be rented by members of the public for events. Similar low impact, community-serving, City-owned opportunities should be investigated.

Another public use to explore is an Ocean Rescue Station. The City of Miami Beach Ocean Rescue Division provides for the safe swimming and beach protection to all Miami Beach residents, visitors and tourists in designated areas. The responsibilities of Ocean Lifeguards include accident and drowning prevention, public education, citizen assist, search and recovery of lost children, basic life support, and swimmer rescues.

The Miami Beach Ocean Rescue Headquarters is located at 1001 Ocean Drive in South Beach. Ocean Rescue has three sub-stations located at South Pointe Park, 53rd Street and Collins Avenue and 79th Street and Collins Avenue.

The plan recommends establishing an advisory group to explore the possibilities for relocating the Library to the Town Center and re-purposing its current location for either public concessions, Ocean Rescue, a combination of the two, or some other appropriate use.



North Beach stakeholders would like to see the North Shore Library located at 7501 Collins Avenue relocated closer to the Town Center

Recommendations

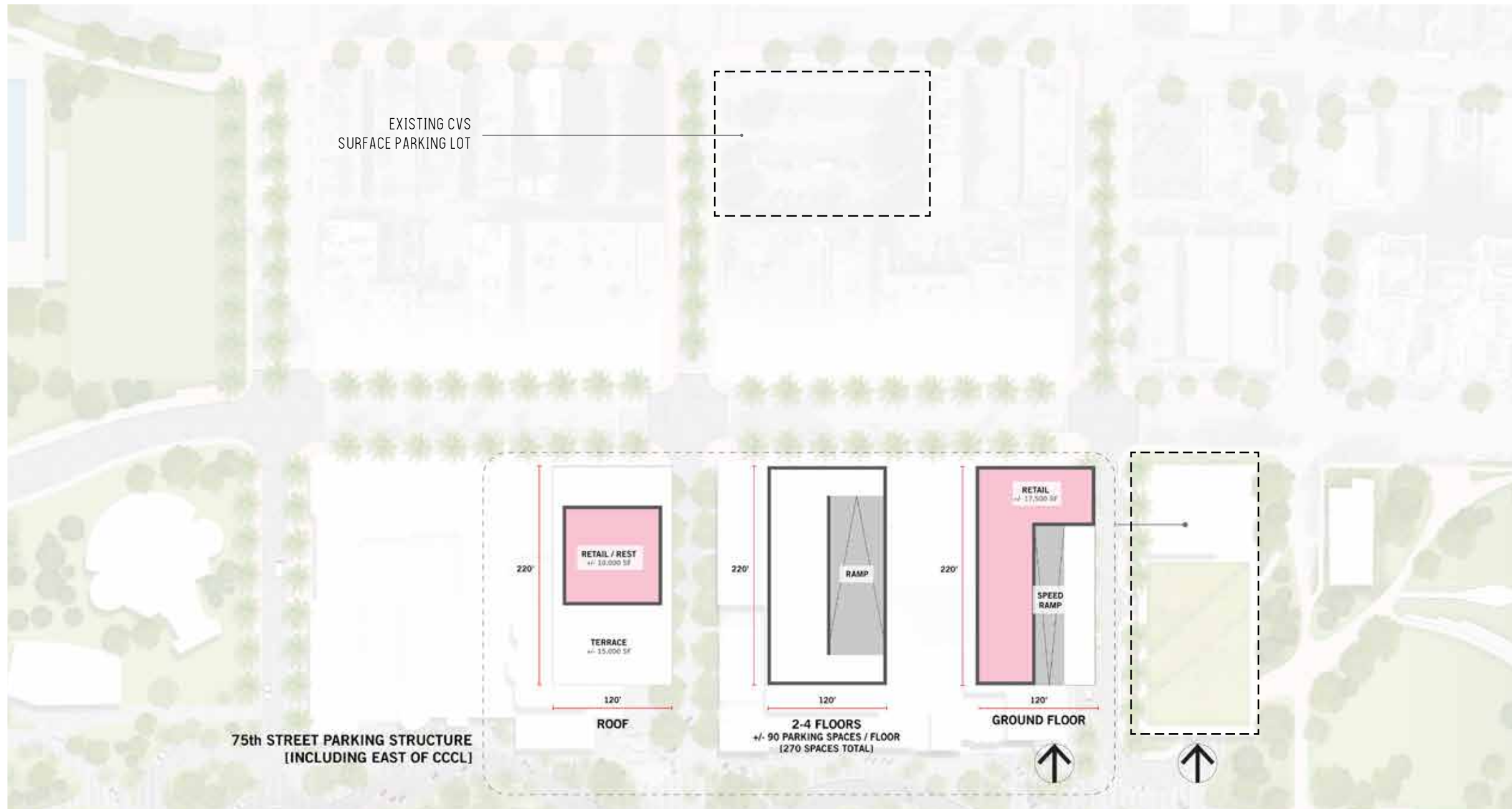
West Lots

- Make landscape and streetscape improvements on the West Lots.
- Issue a Request for Proposals to assess what the private market would be willing to build in the West Lots in accordance with plan principals.

North Shore Library

- Establish an advisory group to explore the possibilities for relocating the Library and re-purposing its current location.

② | LIBRARY + 75TH STREET PARKING LOT STRUCTURED PARKING OPTION [PROPOSED]



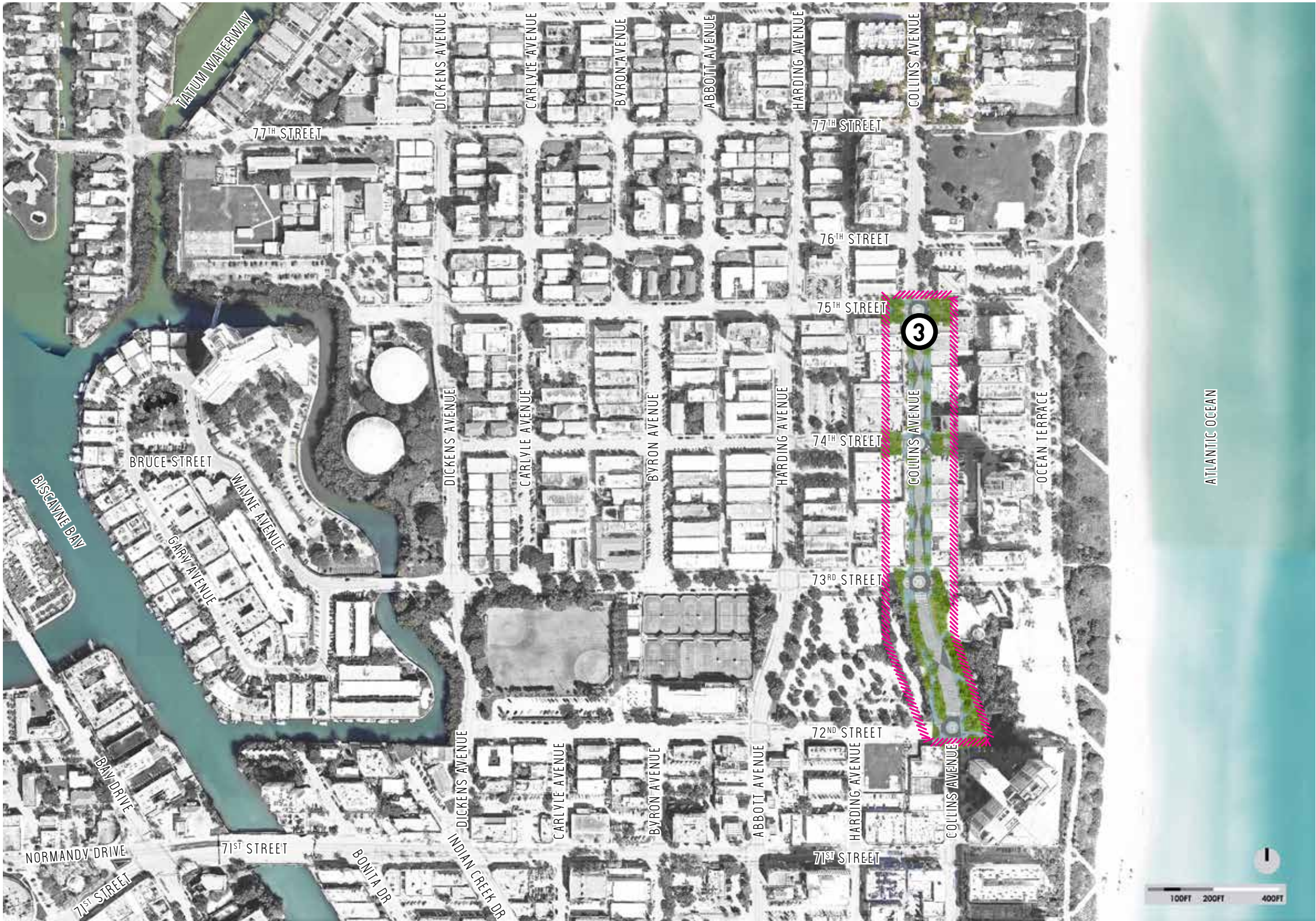
EXISTING

- LIBRARY BUILDING WITH PLAZA FRONTING COLLINS AVENUE
- THREE-BAY SURFACE PARKING LOT BETWEEN LIBRARY AND BEACH

PROPOSED

- RELOCATE LIBRARY USE TO 72ND STREET PROJECT (ONGOING CITY INITIATIVE)
- MAINTAIN PARKING AT THIS LOCATION (TO INCLUDE DISPLACED OCEAN TERRACE PARKING)
- REPLACE EXISTING BUILDING AND SURFACE PARKING LOT WITH A NEW STRUCTURED PARKING DECK (CCCL NOT A CONSTRAINT)
- PROVIDE NEW GROUND FLOOR RETAIL ALONG COLLINS AVE AND 75TH STREET
- PROVIDE NEW BEACH PATROL OFFICES AND PERHAPS BEACH MAINTENANCE FACILITIES
- PROVIDE INTEGRATED DESIGN CONNECTION BETWEEN ALTOS DEL MAR PARK AND OCEAN TERRACE

3 I COLLINS AVE - BTWN 72ND AND 75TH STREETS [PROPOSED CONNECTION]



③ | COLLINS AVE - BTWN 72ND AND 75TH STREETS
STREETSCAPE CONDITIONS [EXISTING]



COLLINS AVENUE + BANDSHELL [LOOKING NORTH]



COLLINS AVENUE + BANDSHELL [LOOKING NORTHEAST]



73RD STREET + COLLINS AVENUE INTERSECTION
[LOOKING NORTH]



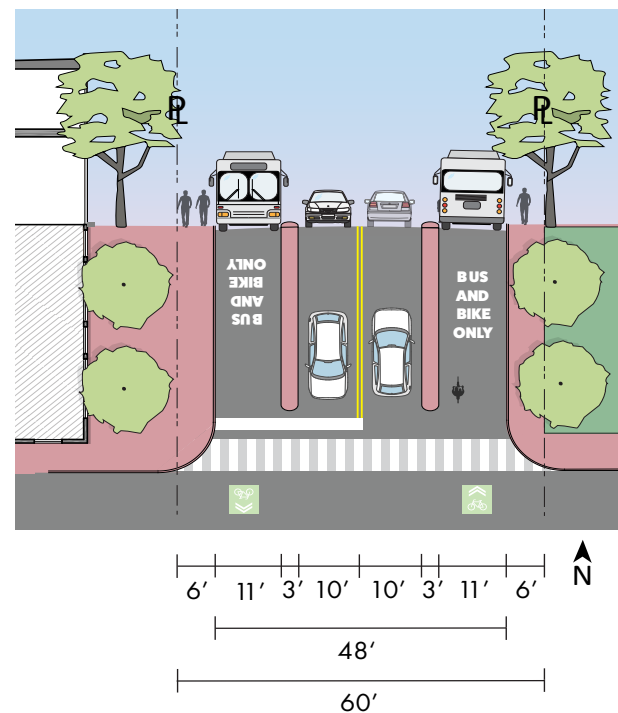
75TH STREET + COLLINS AVENUE [LOOKING EAST]



COLLINS AVENUE + 77TH STREET [LOOKING SOUTH]

③ I COLLINS AVE - BTWN 72ND AND 75TH STREETS MIAMI BEACH INTERMODAL HUB OPTION [ONGOING CITY INITIATIVE]

Collins Avenue at 71st Street
 Two-Way Travel & Dedicated Transit

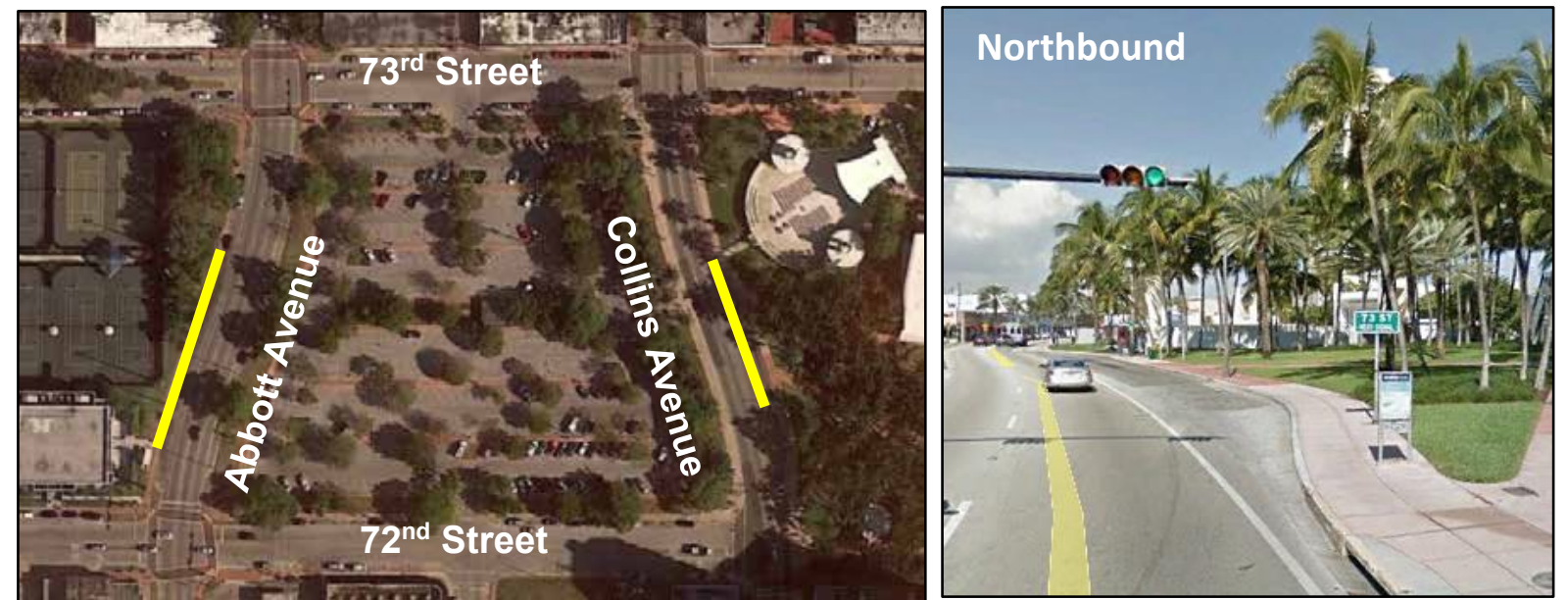


FROM NOBE MASTER PLAN 2016

Figure 14. Alternative A Site

Name: Harding Avenue/Collins Avenue Split Configuration (existing layout)

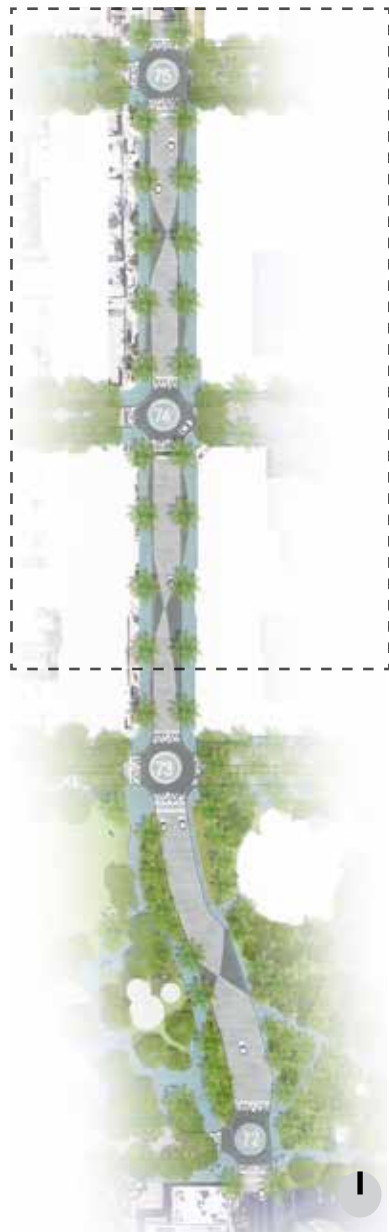
Aerial and Street View:



FROM MIAMI BEACH INTERMODAL HUBS FEASIBILITY STUDY 2018

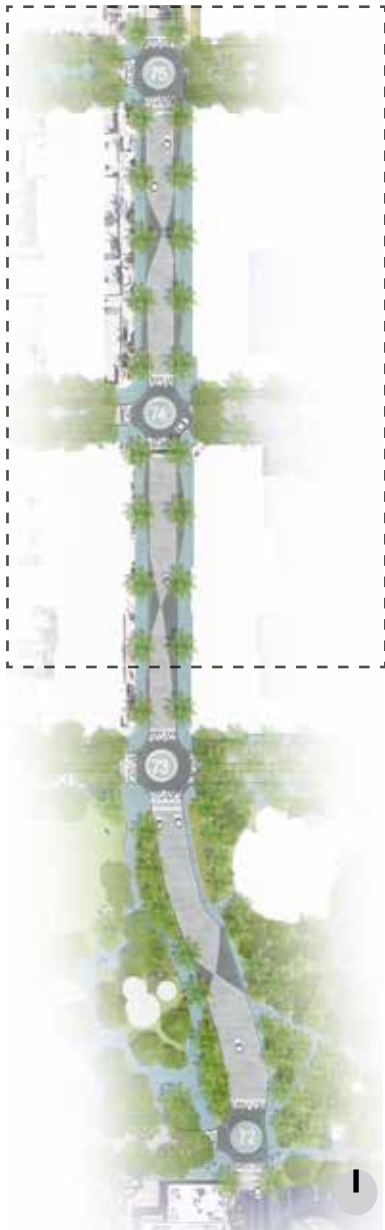
STATUS: PENDING COMMUNITY + COMMITTEE REVIEW

③ I COLLINS AVE - BTWN 72ND AND 75TH STREETS
POTENTIAL CHARACTER IMAGERY



③ I COLLINS AVE - BTWN 72ND AND 75TH STREETS

POTENTIAL CHARACTER IMAGERY



4 | YOUTH CENTER TO BANDSHELL [PROPOSED CONNECTION]



④ | YOUTH CENTER TO BANDSHELL STREETSCAPE CONDITIONS [EXISTING]



COLLINS + 72ND STREET [LOOKING NORTH]



72ND STREET LOT + ABBOT [LOOKING WEST]



73RD STREET + 72ND STREET LOT ENTRANCE [LOOKING SOUTH]

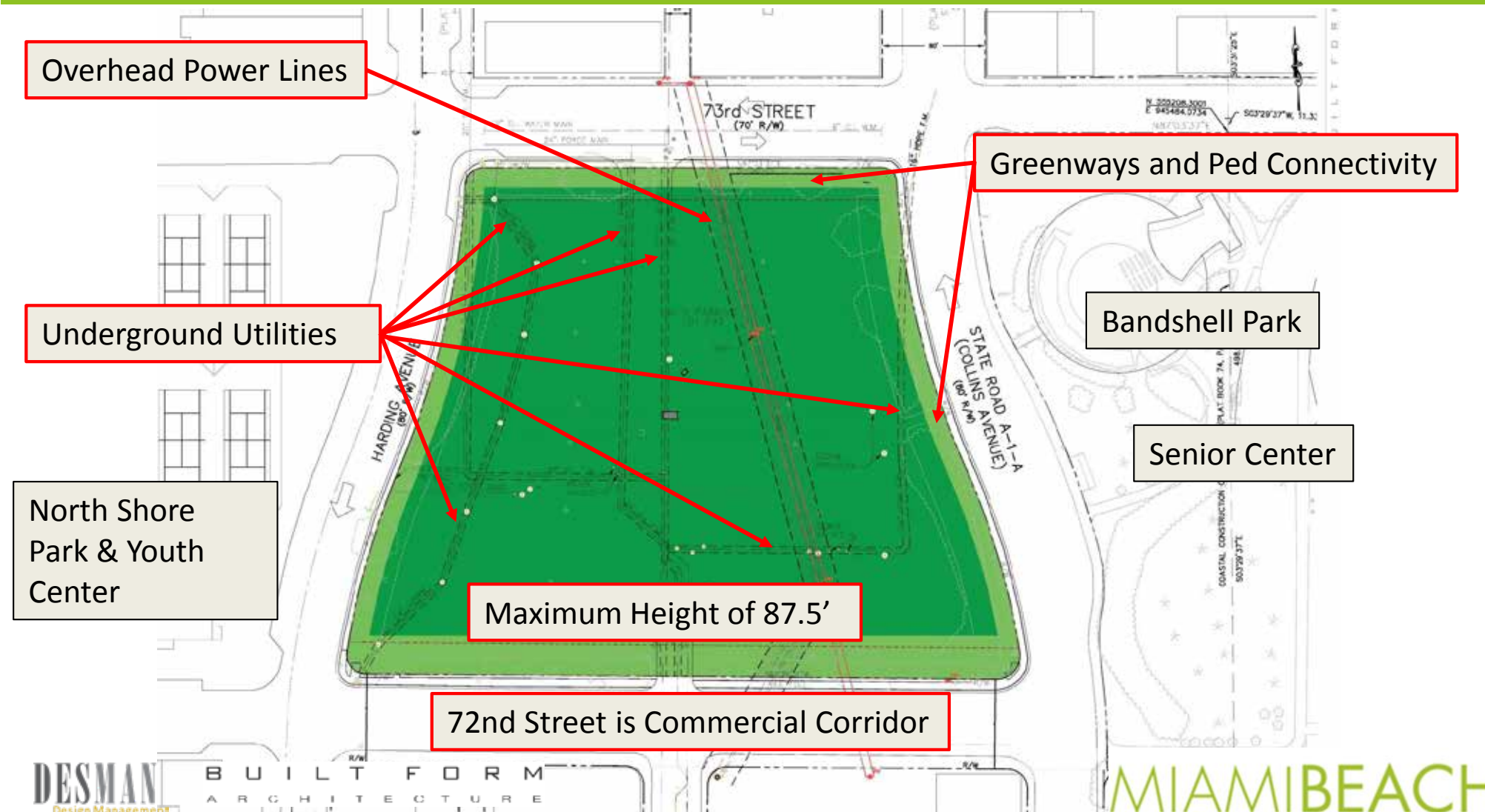


72ND STREET LOT + HARDING [LOOKING NORTH]



72ND STREET LOT + HARDING [LOOKING WEST]

Site Constraints



STATUS: IN COMMITTEE REVIEW

④ | YOUTH CENTER TO BANDSHELL PLAN NOBE [ADOPTED]



Mid-term Improvements



Long-term possibilities

General Recommendations

- a** Commercial kiosks activate the public space
- b** An all-wheels skate park offers an amenity to the neighborhood
- c** A recreational field can be used for a variety of sports including soccer
- d** A civic use such as a library, community center or other, further builds on the public uses on the adjacent blocks
- e** Green space serving the surrounding businesses and residences
- f** Compatible new buildings face the street and locates parking in the rear
- g** Street trees enhance the pedestrian environment
- h** Convert Collins Avenue to two-way traffic; include a dedicated bus lane and on-street parking

Mid-term Improvements

In the near future, on-demand car sharing and transit use are anticipated to increase. A balanced mix of transportation options, including efficient buses, a connected bike network, walkable streets and a connected street network for cars will further decrease the need for abundant parking at all hours. Self-driving vehicles may also further change the mobility needs of the community.

A parking strategy that accommodates current and future demand should be developed. The plan should balance on-street and off-street options, and provide for easy access and efficient use of space. The City can also require new development projects to prepare and implement a transportation demand management plan to reduce parking demand and greenhouse gas

emissions. These development standards and rules can reduce Vehicle Miles Traveled (VMT) and promote transit, car sharing, bicycle parking, and other VMT-reduction strategies.

As mobility options improve, and fewer parking spaces are required, the remaining spaces can be converted into additional green space, creating a complete public space within the Town Center. With improved pedestrian, cyclist, and trolley/transit facilities, on-street parking, smaller surface lots will provide ample parking options to meet existing demand, while encouraging foot traffic.

A bus transfer station could also be created using a small footprint within the parking lot. Such a facility could further encourage the use of mass transit over cars.

Long-term Possibilities

Someday, the city might also *consider* the option of constructing a mixed-use parking garage, with retail, commercial, and office or residential units lining the garage on all sides. The scenario illustrated here holds open the option of building a public parking garage as a last resort, in the distant future, should it ever actually prove necessary.

Site Options



DESMAN BUILT FORM
Design Management ARCHITECTURE

MIAMI BEACH

STATUS: IN COMMITTEE REVIEW

④ | YOUTH CENTER TO BANDSHELL
PROPOSED STREETSCAPE CONDITIONS



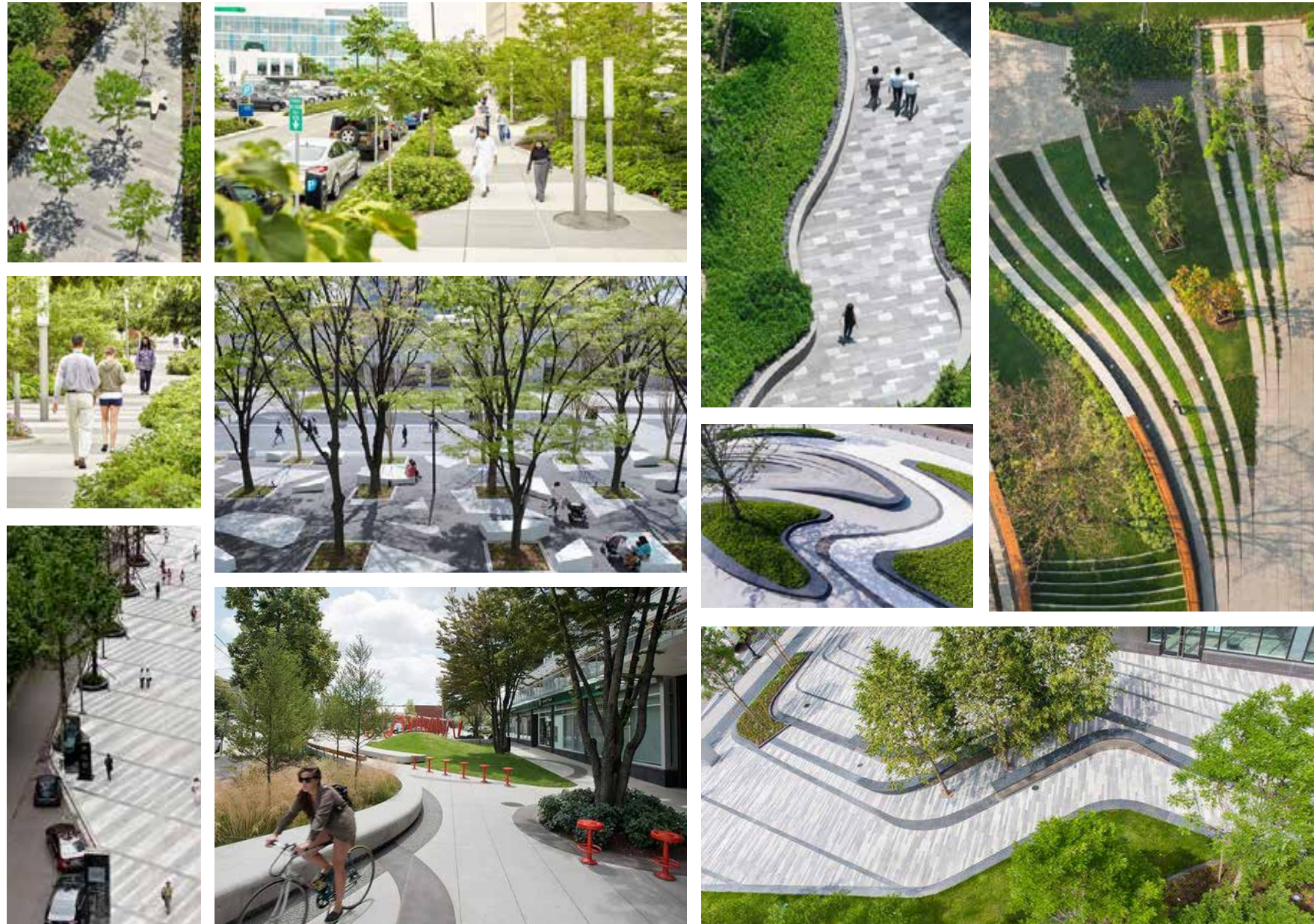
④ | YOUTH CENTER TO BANDSHELL
POTENTIAL CHARACTER IMAGERY | MULTI-USE FIELD + PLAYGROUND



MULTI-USE FIELD
[ONGOING CITY INITIATIVE]

INTEGRATED STREETScape +
ALL WHEELS PARK OR PLAZA
[ONGOING CITY INITIATIVE]

④ | YOUTH CENTER TO BANDSHELL POTENTIAL CHARACTER IMAGERY | PLAZA



4 | YOUTH CENTER TO BANDSHELL

VISUALIZATION @ COLLINS & 72ND LOOKING NORTH [PROPOSED]

EXISTING



PROPOSED



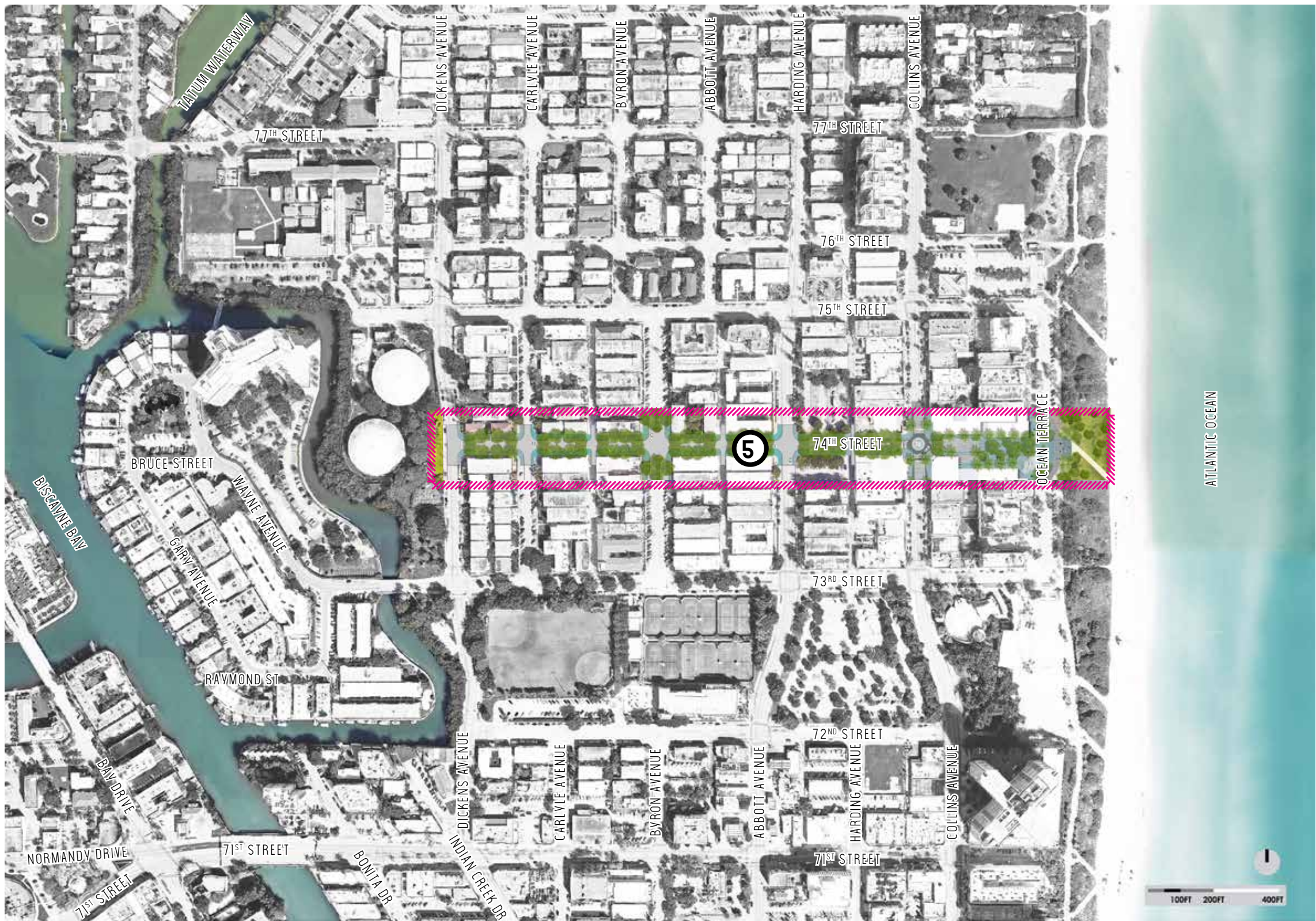
INTEGRATED STREETSCAPE +
PARK / PLAZA IMPROVEMENTS
[ONGOING CITY INITIATIVE]

CROSSWALK + ROADWAY
HARDSCAPE IMPROVEMENTS
[PROPOSED CONNECTION]
[MUST BE COORDINATED WITH FDOT]

OCEAN TERRACE NEIGHBORHOOD
HARDSCAPE IMPROVEMENTS
[PROPOSED CONNECTION]
[MUST BE COORDINATED WITH FDOT]

OCEAN TERRACE NEIGHBORHOOD

5 | 74TH STREET [PROPOSED CONNECTION]



5 | 74TH STREET

STREETSCAPE CONDITIONS [EXISTING]



74TH STREET + CARLYLE AVENUE [LOOKING WEST]



74TH STREET + BYRON AVENUE [LOOKING EAST]



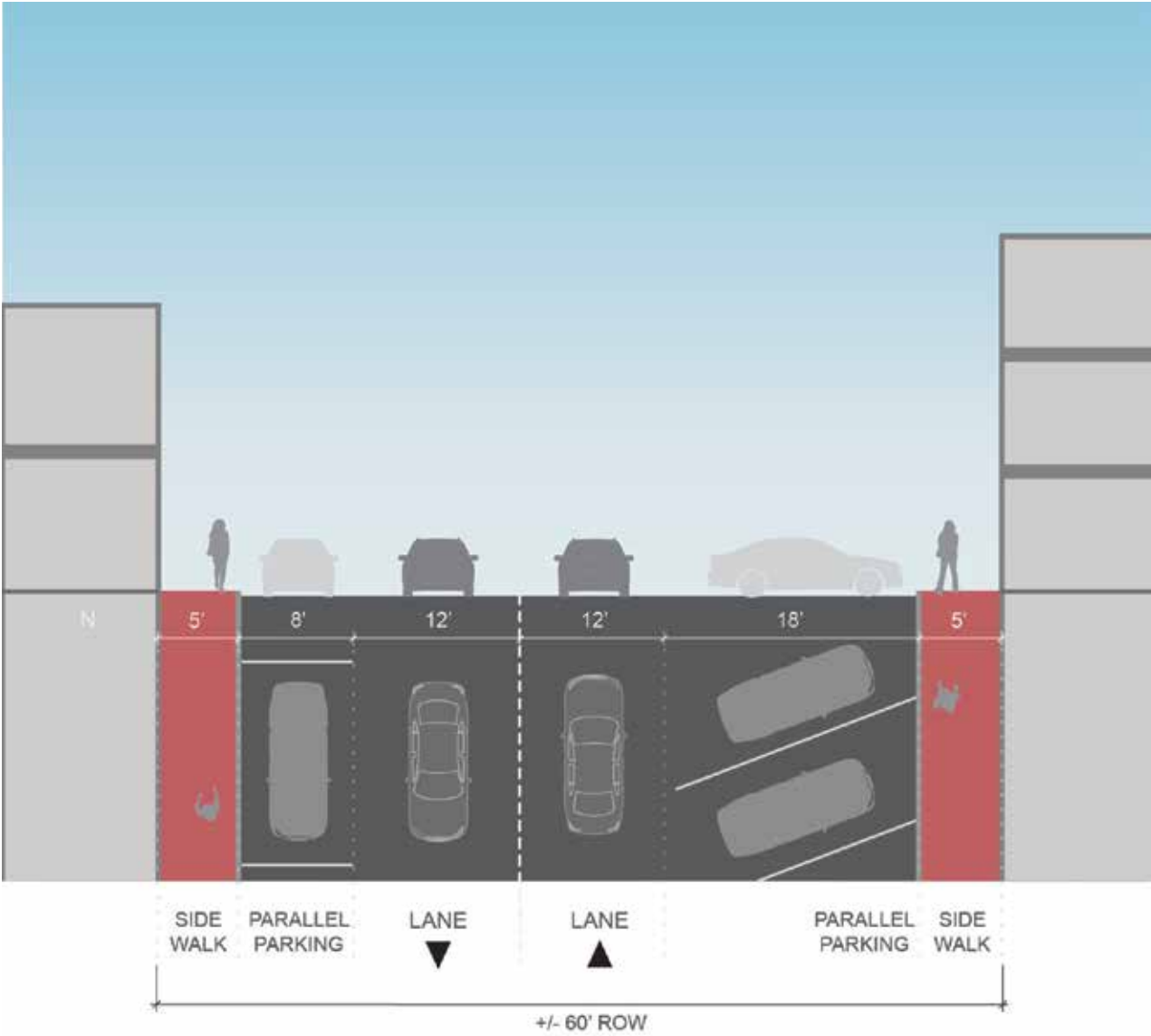
74TH STREET + BYRON AVENUE [LOOKING WEST]



74TH STREET + CARLYLE AVENUE [LOOKING WEST]

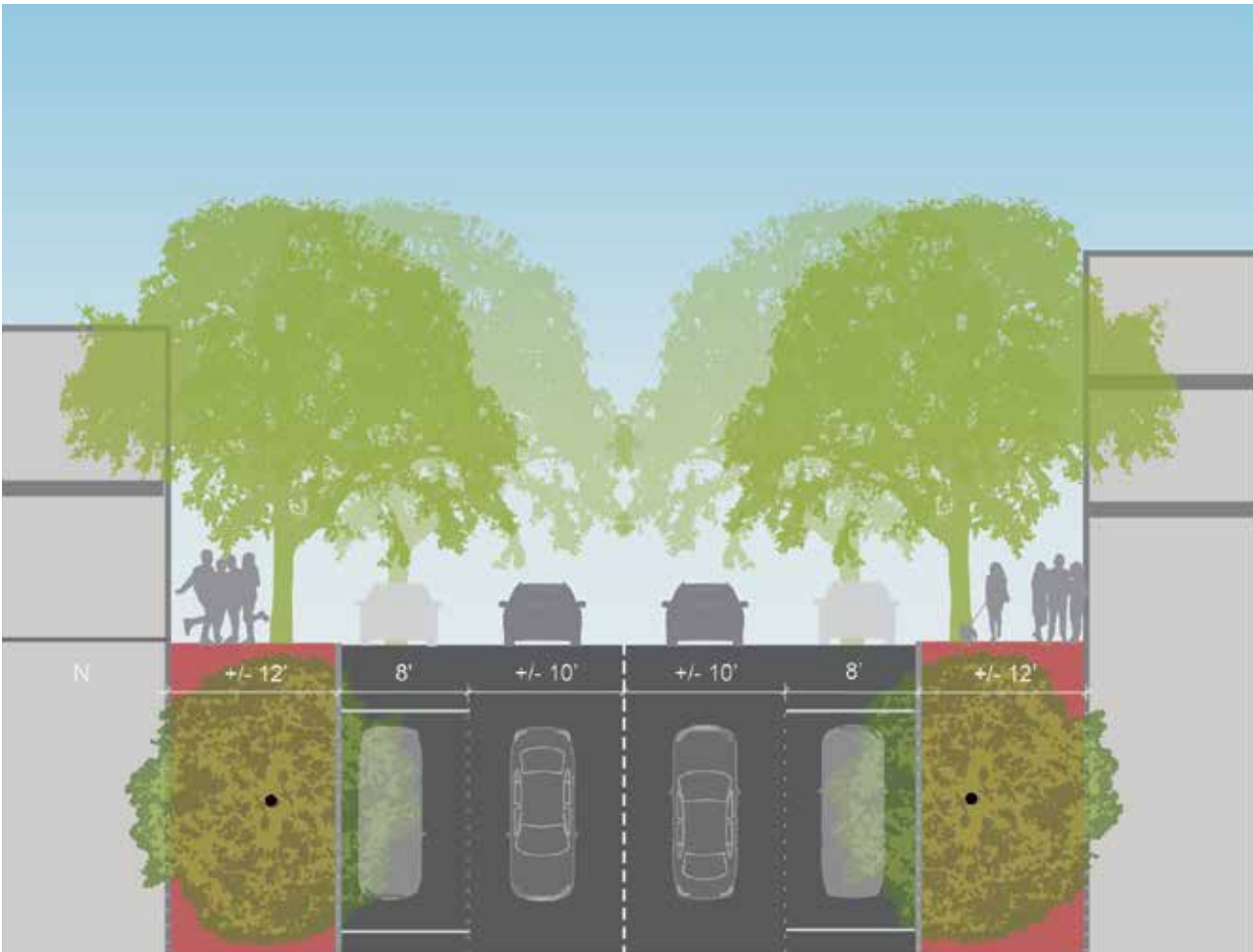


74TH STREET + LOT ALLEY [LOOKING WEST]





5 | 74TH STREET
STREETSCAPE IMPROVEMENTS [CONCEPT]



6 | 75TH STREET

STREETSCAPE CONDITIONS [EXISTING]



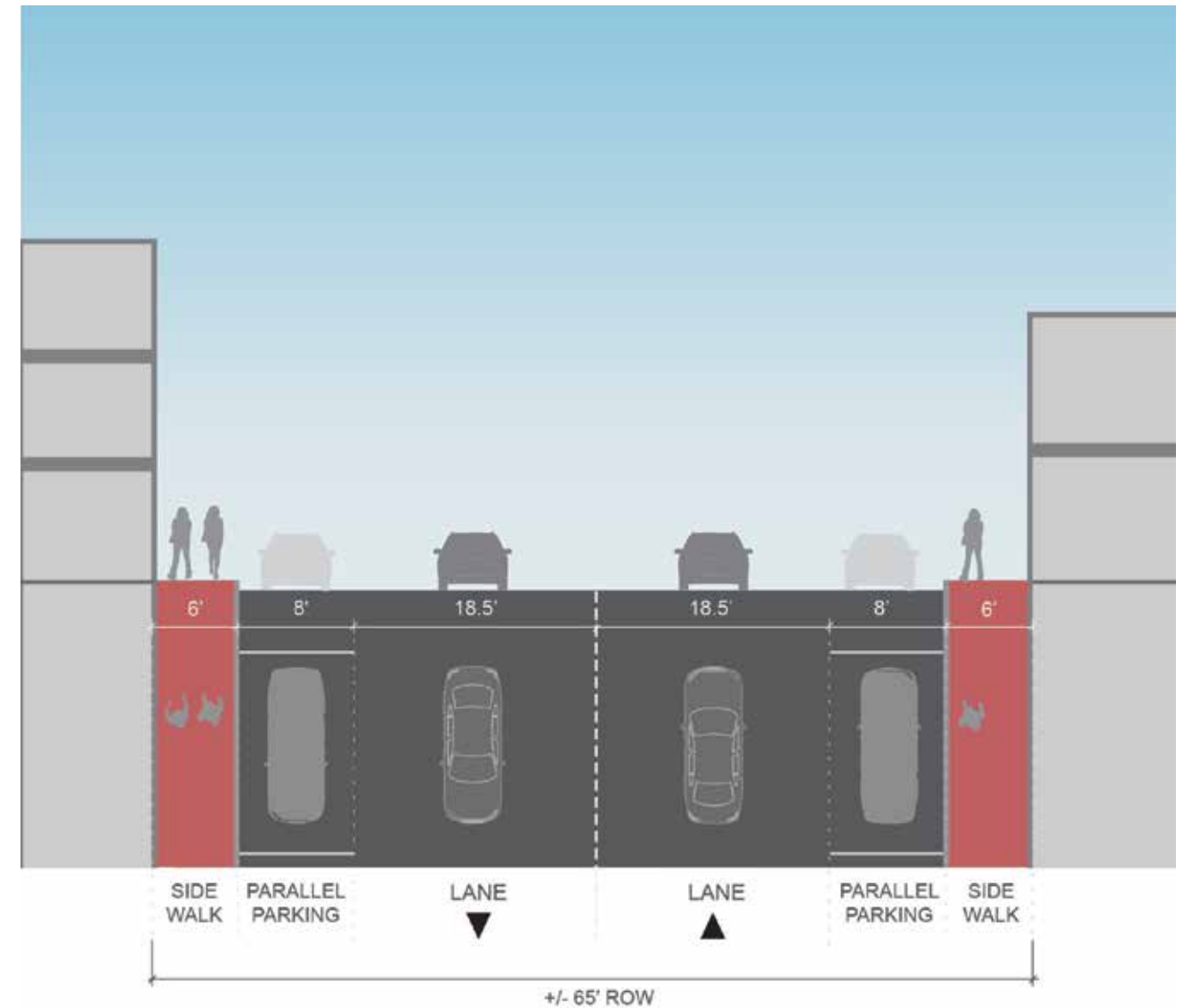
75TH STREET + DICKENS AVENUE [LOOKING EAST]



75TH STREET + DICKENS AVENUE [LOOKING WEST]



75TH STREET + BYRON AVENUE [LOOKING EAST]



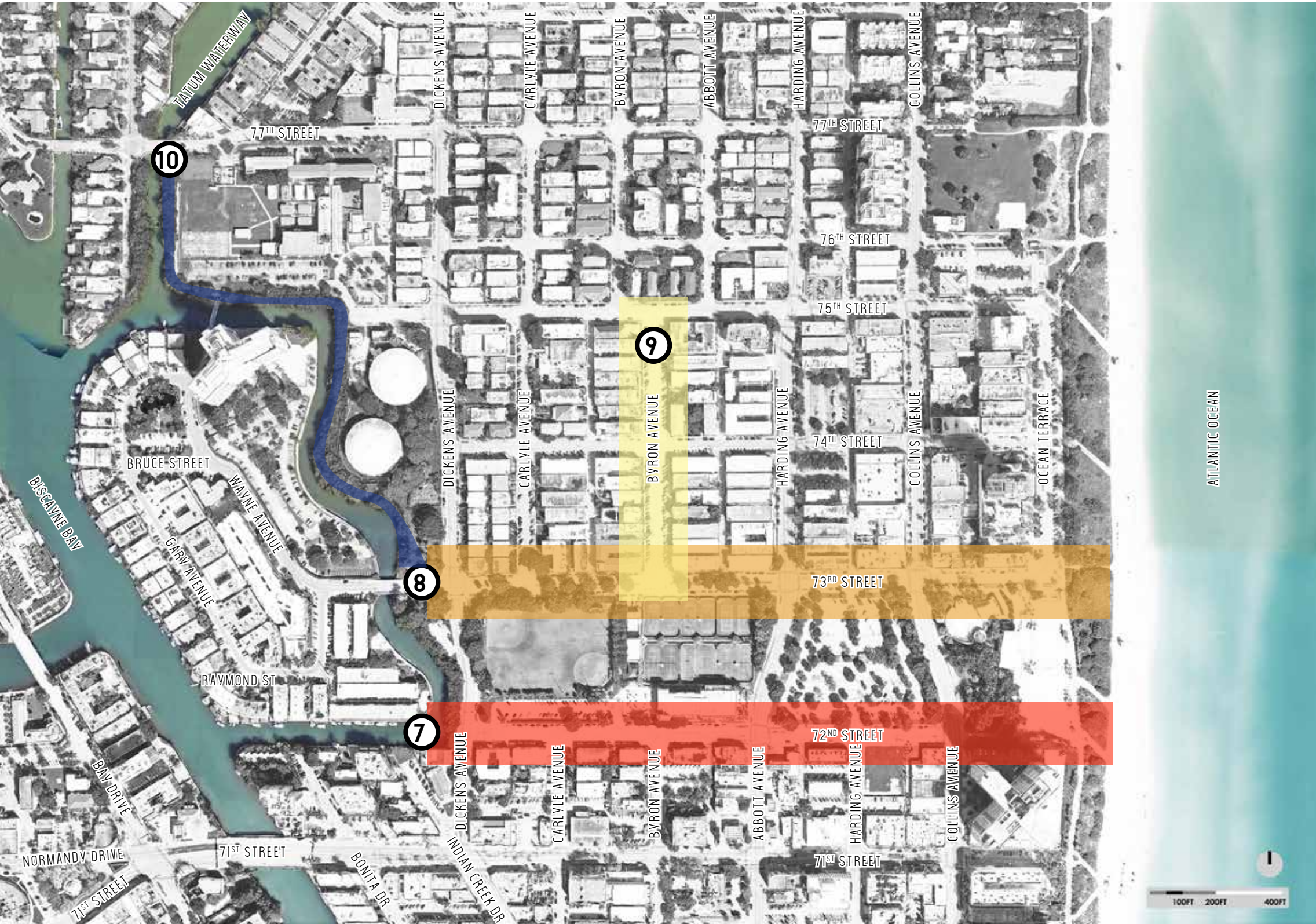


6 | 75TH STREET
STREETSCAPE IMPROVEMENTS [CONCEPT]



OCEAN TERRACE NEIGHBORHOOD

ONGOING CITY INITIATIVES*



- OCEAN TERRACE
- LIBRARY & PARKING LOT
- COLLINS AVENUE
- NSYC TO BANDSHELL
- 74TH STREET
- 75TH STREET
- 72ND STREET*
- 73RD STREET*
- BYRON AVENUE*
- TATUM WATERWAY SHARED USE PATH*

OCEAN TERRACE NEIGHBORHOOD
⑦ | 72ND STREET [ONGOING CITY INITIATIVE]



MASSING DIAGRAM TOWN CENTER [ONGOING CITY INITIATIVE]

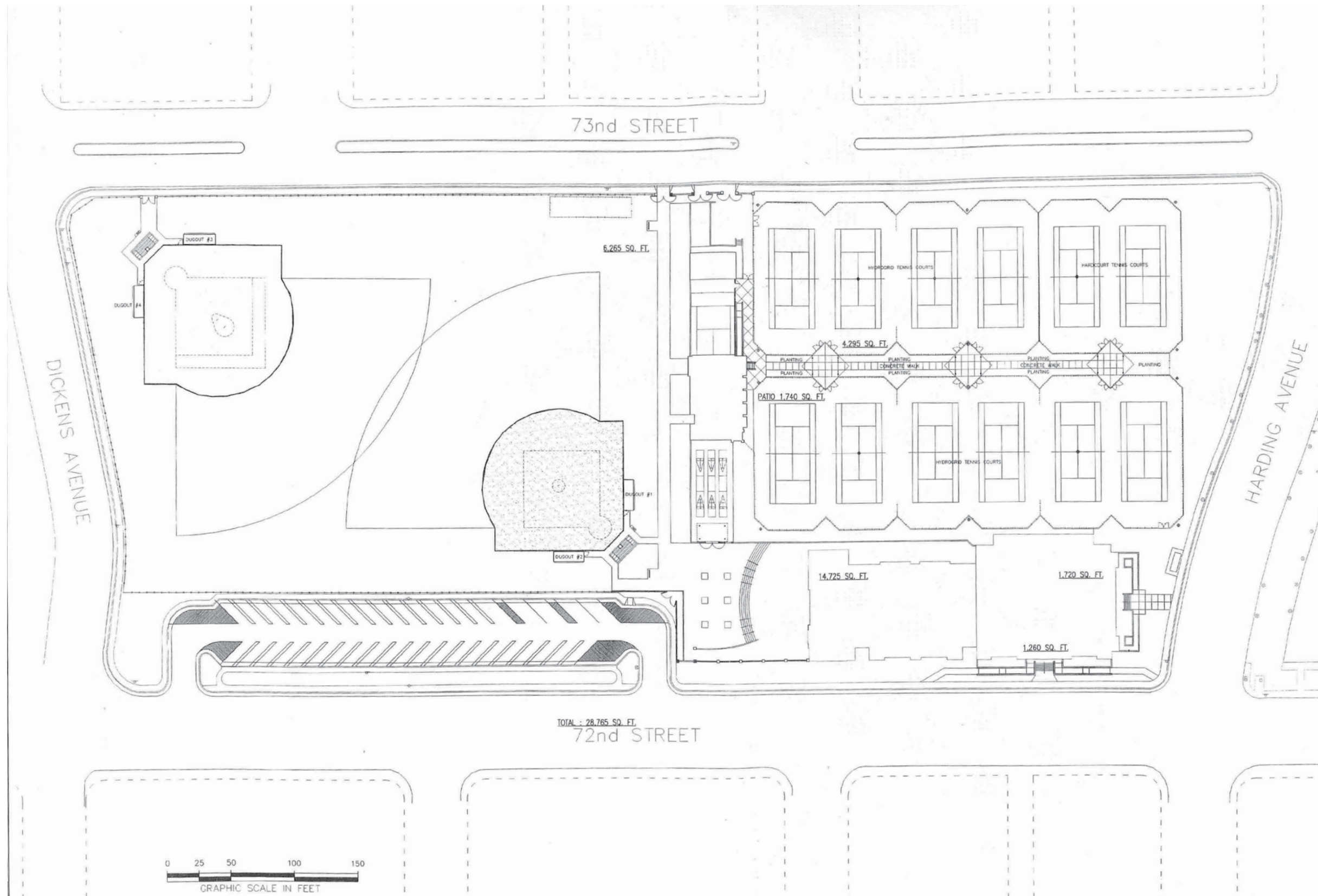


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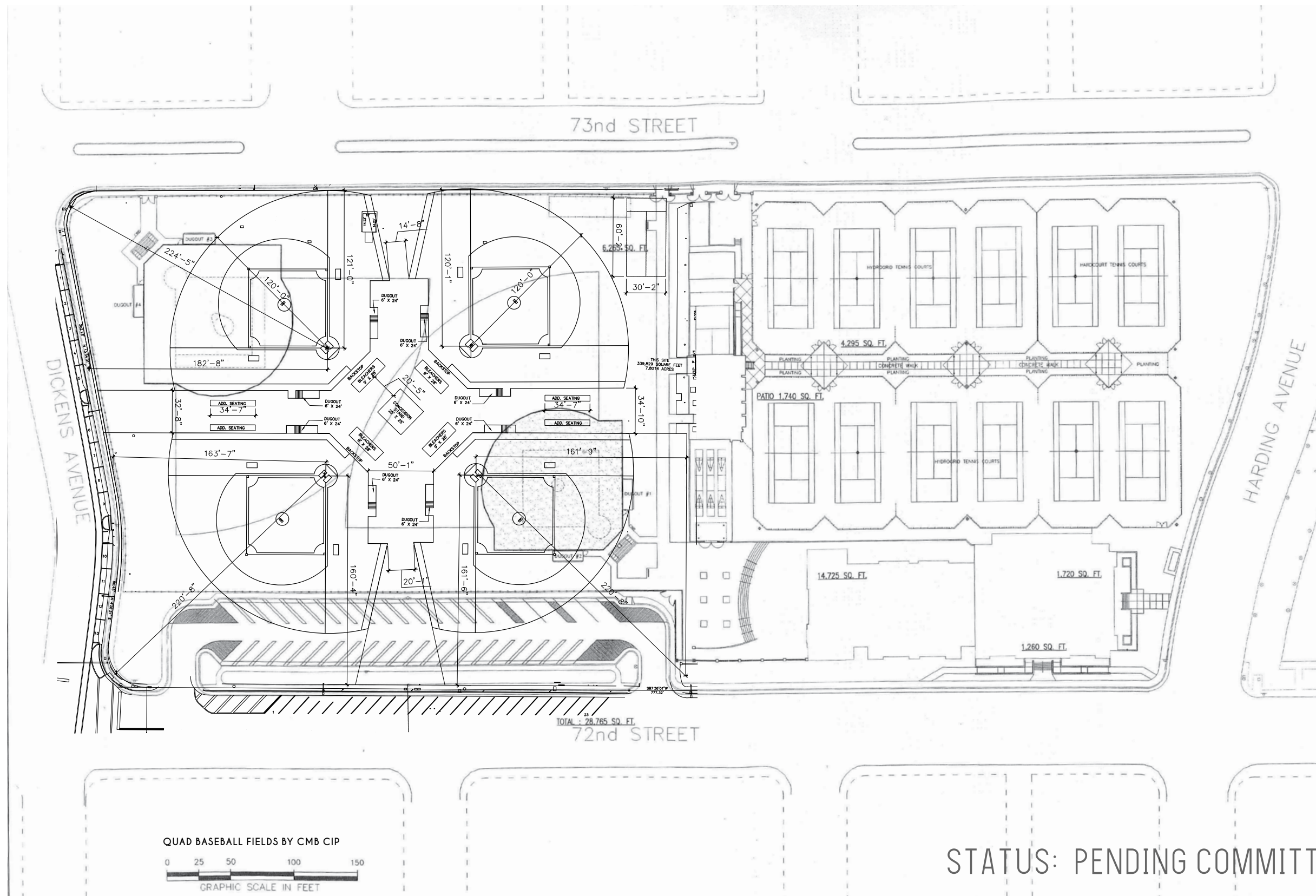
FROM TOWN CENTER GUIDELINES REPORT

STATUS: PENDING COMMISSION ADOPTION

7 | 72ND STREET
NORTH SHORE YOUTH CENTER [EXISTING]

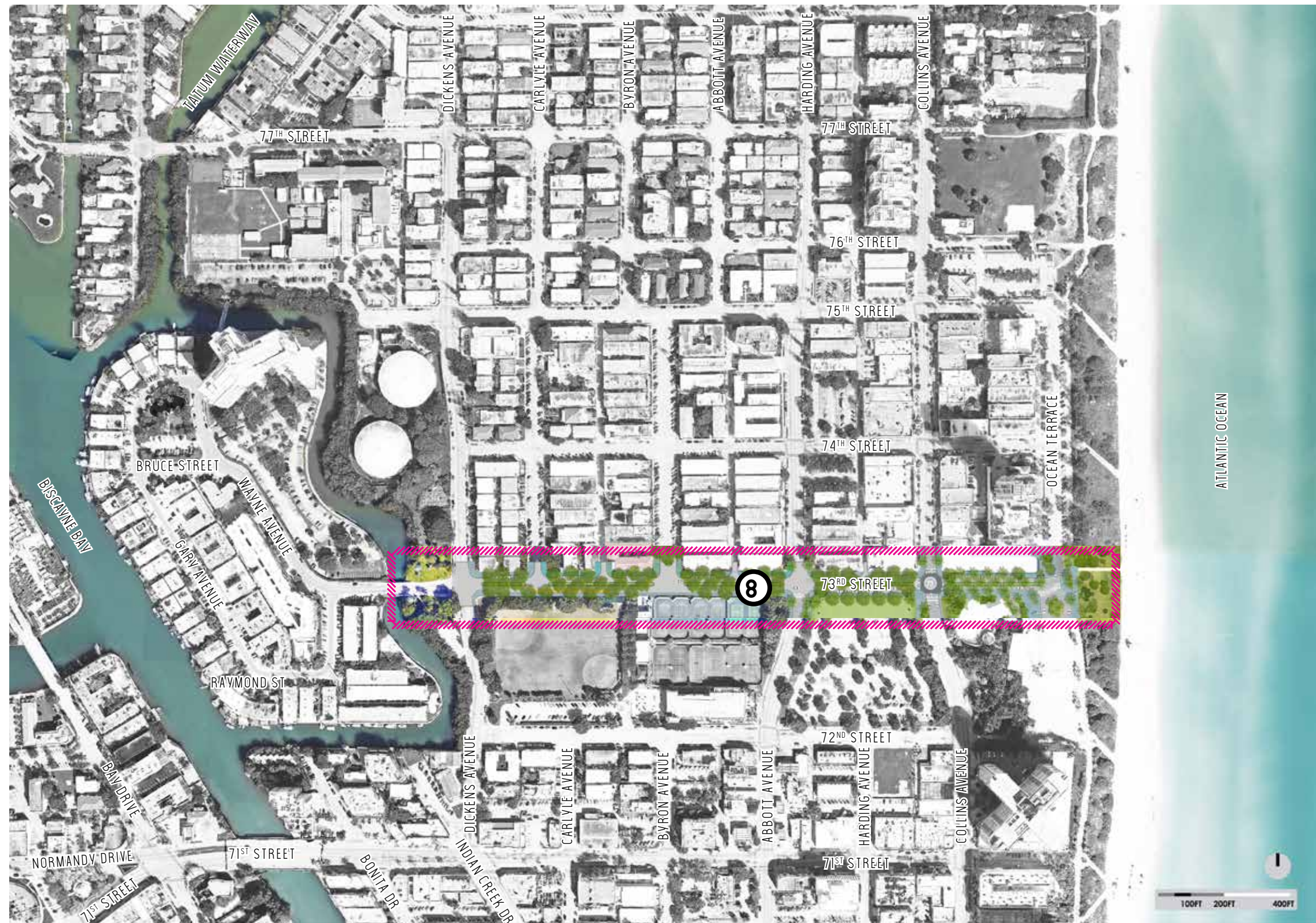


POTENTIAL QUAD BASEBALL FIELDS [ONGOING CITY INITIATIVE]



OCEAN TERRACE NEIGHBORHOOD

8 | 73RD STREET [ONGOING CITY INITIATIVE]



8 | 73RD STREET STREETSCAPE CHARACTER IMAGES



EXISTING



73RD STREET + BYRON (LOOKING EAST)



73RD STREET (YOUTH CENTER ENTRANCE)



73RD STREET + CARLYLE (LOOKING WEST)

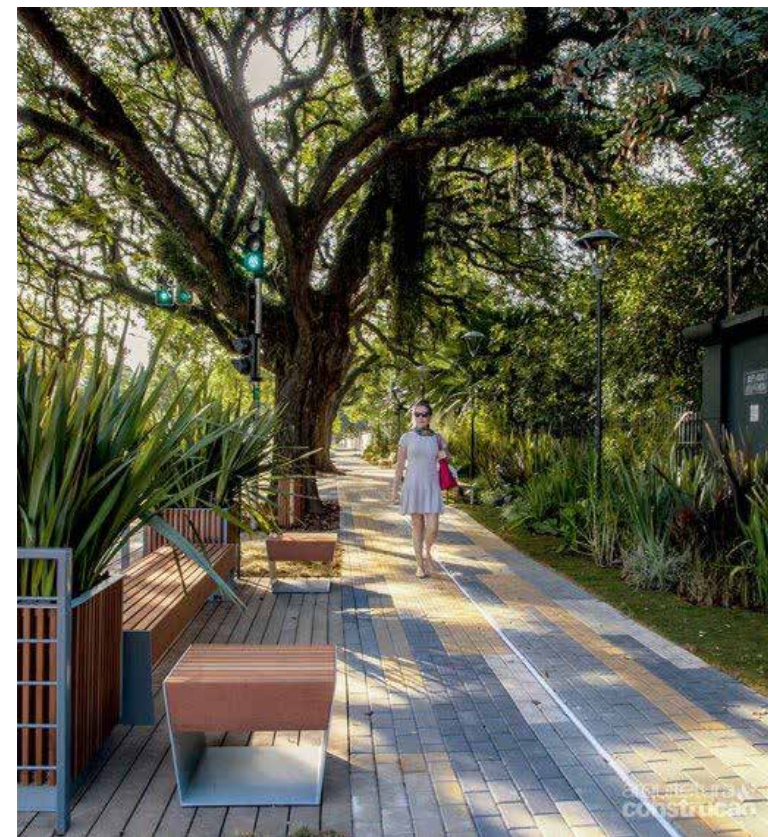


73RD STREET + DICKENS AVENUE (LOOKING EAST)



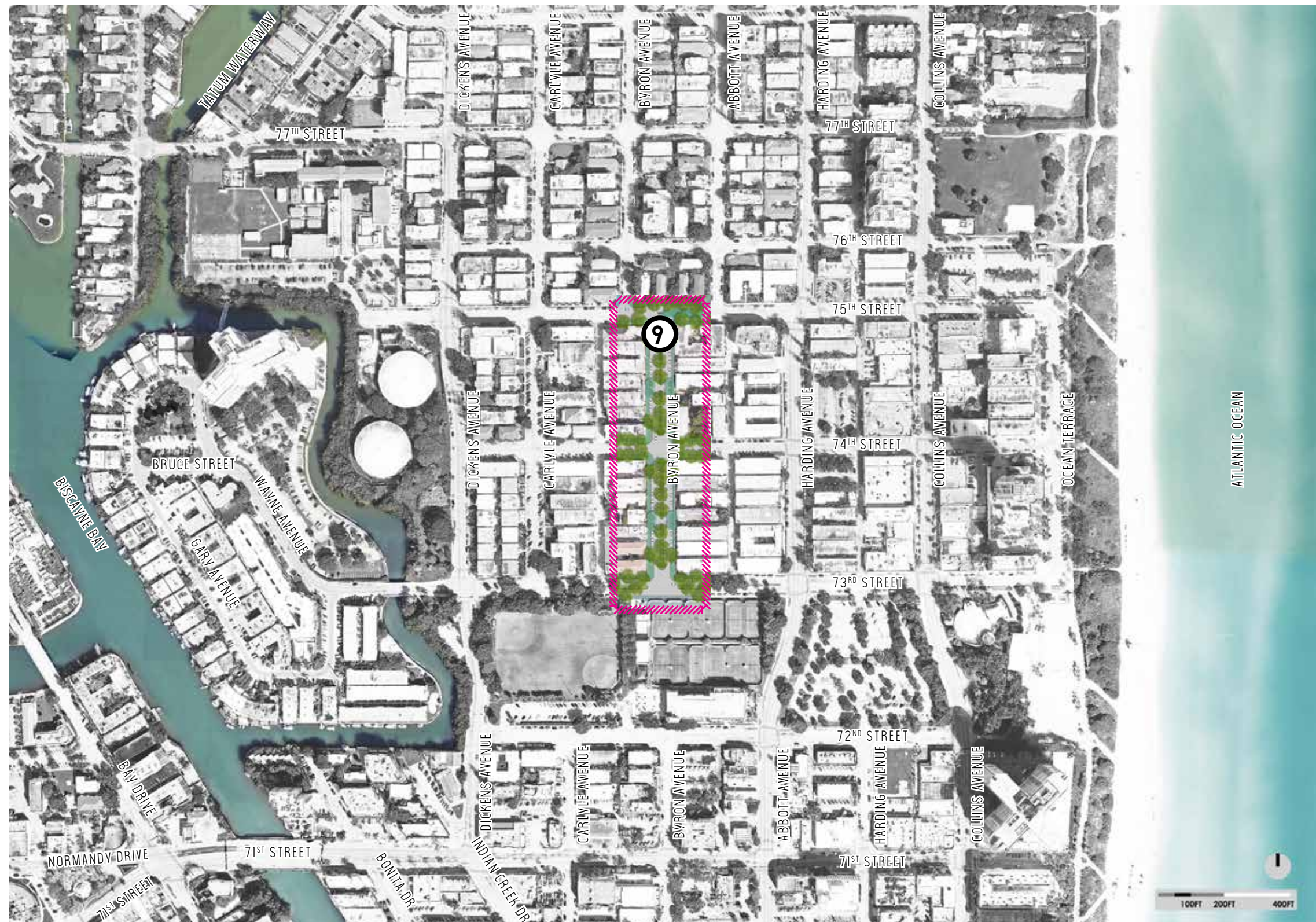
73RD STREET + BYRON (LOOKING EAST)

CONCEPTUAL



OCEAN TERRACE NEIGHBORHOOD

9 | BYRON AVENUE [ONGOING CITY INITIATIVE]



9 | BYRON AVENUE
STREETSCAPE CHARACTER IMAGES



EXISTING



73RD STREET + BYRON AVENUE [LOOKING SOUTH]



73RD STREET + BYRON AVENUE [LOOKING NORTH]



CONCEPTUAL

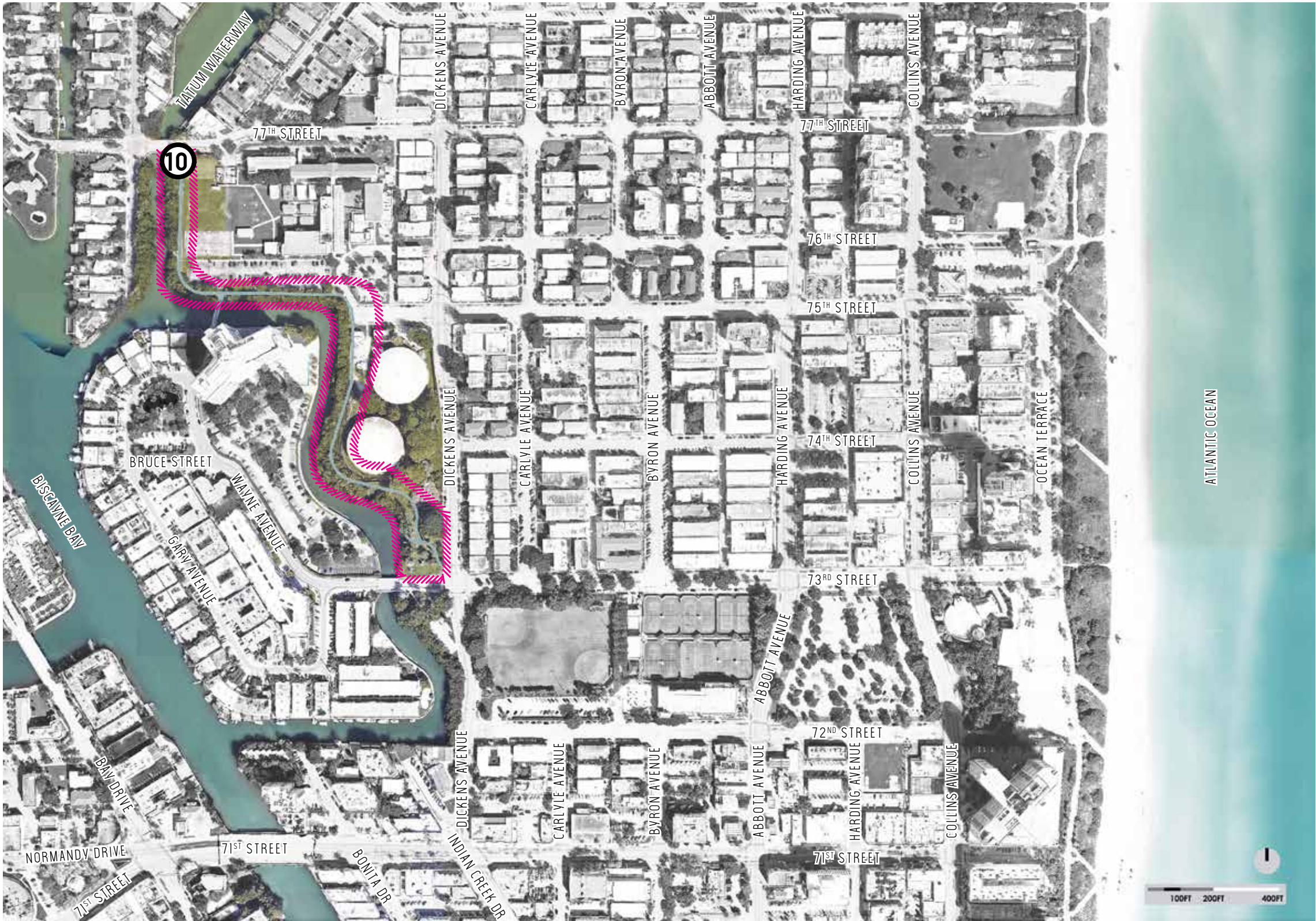


74TH STREET + BYRON AVENUE [LOOKING NORTH]



74TH STREET + BYRON AVENUE [LOOKING SOUTH]

10 | TATUM WATERWAY SHARED USE PATH [ONGOING CITY INITIATIVE]



10 | TATUM WATERWAY SHARED USE PATH
WALKWAY CONDITIONS [EXISTING]



TATUM WATERWAY WALKWAY [LOOKING WEST]



TATUM WATERWAY WALKWAY + BISCAVNE ELEMENTARY SCHOOL PARK [LOOKING SOUTH]



TATUM WATERWAY WALKWAY [LOOKING SOUTH]



TATUM WATERWAY WALKWAY + PARKVIEW PEDESTRIAN BRIDGE [LOOKING SOUTH]



TATUM WATERWAY WALKWAY + PARKVIEW PEDESTRIAN BRIDGE [LOOKING EAST]

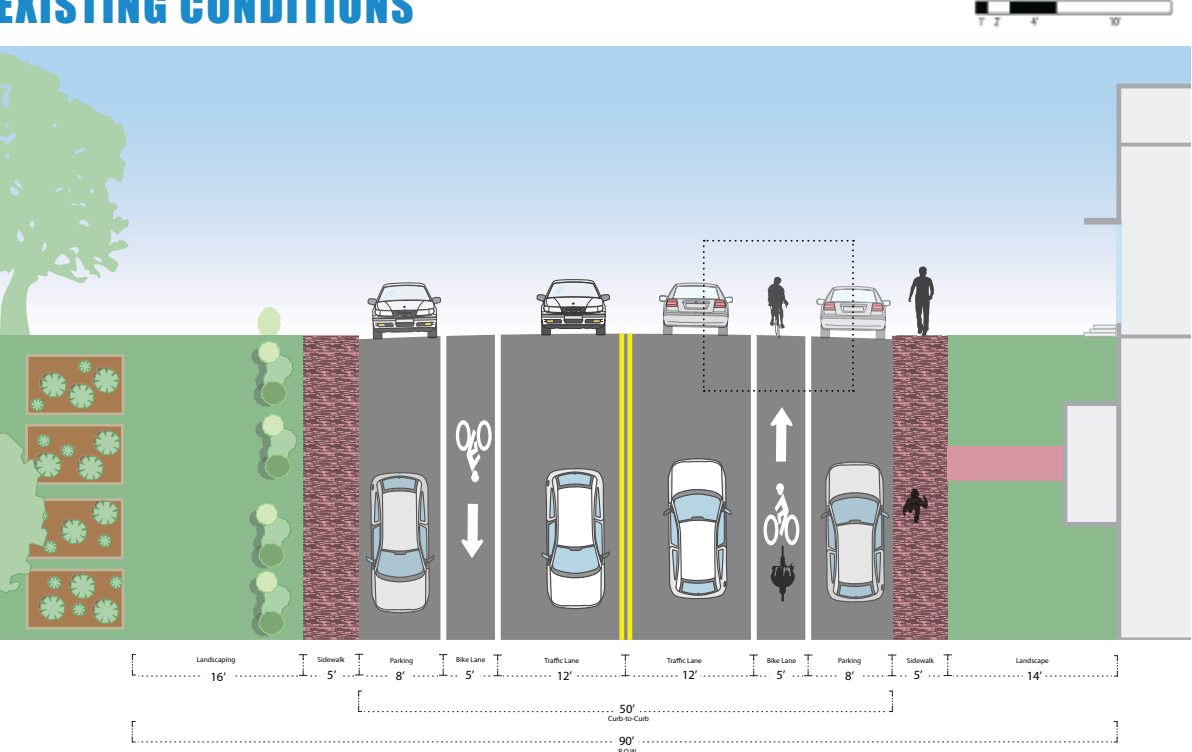
10 | TATUM WATERWAY SHARED USE PATH SCHOOL / CITY PARK / FIELD [ONGOING CITY INITIATIVE]



DICKENS DRIVE / PARK VIEW ISLAND PARK

STREET DATA	
Public Right-of-Way Width	90'
Pavement Width	50' typical
Project Limits	Dickens Between 72nd and 77th Streets
Project Length	1,800' or 0.35 Miles
Posted Speed Limit	30 mph
Daily Volume	NA
Predominant Land Use	Compact Urban
Predominant Development Pattern	1 - 2 Residential Buildings
Bicycle / Pedestrian trip generator(s) (parks, paths, bike shop, etc.)	Park View island Park, Community Garden, Biscayne Elementary , North Shore Park
Impact on modeshare	low
Upcoming Public Works Project	Yes

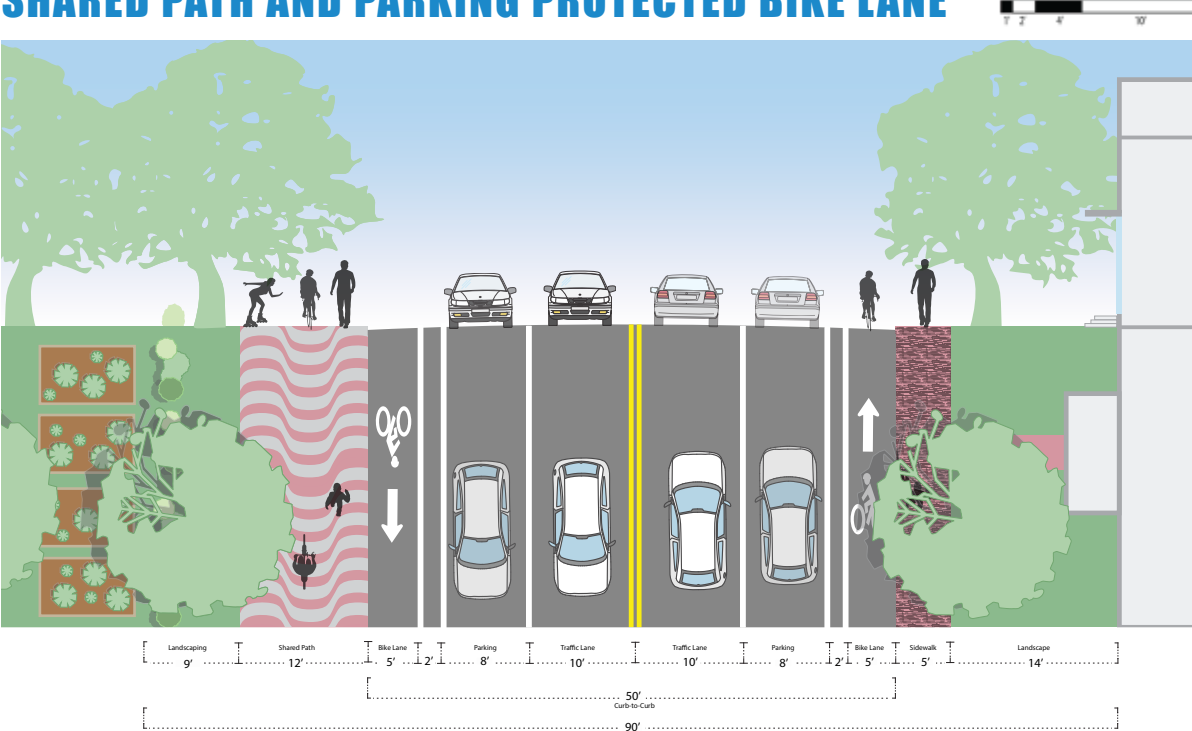
EXISTING CONDITIONS



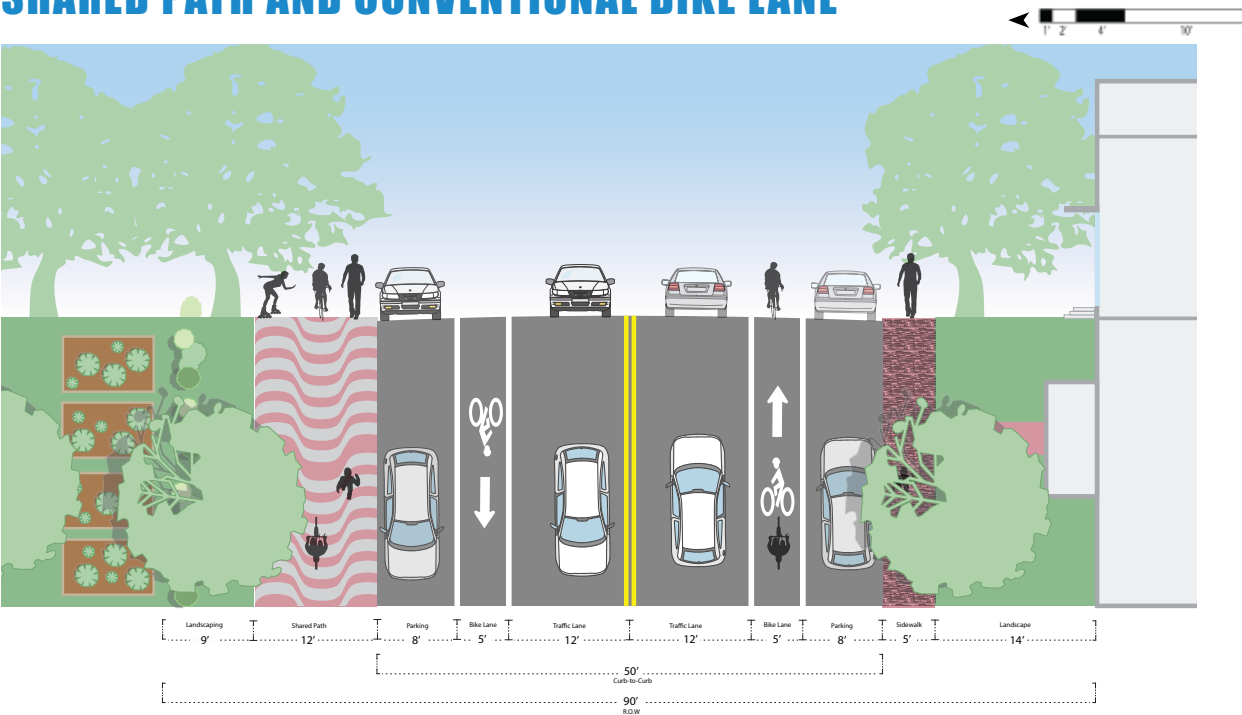
Refer to figure 3.18 of the street design guide for additional information.

DICKENS DRIVE / PARK VIEW ISLAND PARK

SHARED PATH AND PARKING PROTECTED BIKE LANE



SHARED PATH AND CONVENTIONAL BIKE LANE



OCEAN TERRACE NEIGHBORHOOD
ONGOING CITY INITIATIVES AND PROPOSED CONNECTIONS PLAN



OCEAN TERRACE RECOMMENDATIONS

VISUALIZATION OF OCEAN TERRACE NEIGHBORHOOD



A photograph of a tropical city street, likely in Miami Beach. The scene is filled with tall palm trees in the foreground and middle ground. In the background, there are several buildings, including a prominent white high-rise with many windows and a lower, light-colored building with a flat roof. The sky is blue with some white clouds. The overall atmosphere is bright and sunny.

THANK YOU!

NEXT STEPS

COORDINATION AMONGST CITY OF MIAMI BEACH PLANNING, HISTORIC PRESERVATION, PARKING, & TRANSPORTATION DEPARTMENTS
AND THE FLORIDA DEPARTMENT OF TRANSPORTATION

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: March 22, 2019

SUBJECT: **DISCUSSION TO CONSIDER DEVELOPING AND FUNDING A PROGRAM FOR TEMPORARY PUBLIC ARTISTIC INSTALLATIONS**

HISTORY:

Temporary artistic installation have been demonstrated to provide the opportunity for creative place making while helping inspire and providing perspective no matter what the subject at hand.

Art in Public Places ("AiPP") is a robust City of Miami Beach program for curating and commissioning **permanent** public art. The program, created in 1984, allocates funds from City construction projects and joint private/public projects for artworks commissioned by the City of Miami Beach's public art program that add value to the art collection, attract international attention, and celebrate the diversity and heritage of Miami Beach. Recent examples of this include the permanent installation in Soundscape Park and the Franz Ackerman mural on the southeast corner of the new MBCC.

Non-**construction related art** and **temporary installations of public art** are not mentioned in the AiPP ordinance. Recently, for example, on December 18, 2018, AiPP unanimously motioned to decline to issue a Call to Artist for a temporary art installation on the 41st Street corridor. AiPP specifically encouraged the City to explore the use of marketing and creative agencies to identify potential locations and source temporary artistic elements that could stimulate social media engagement and pedestrian traffic.

Temporary art installations, such as Giralda Plaza's *Umbrella Sky* and *Sunlit Sky* in Coral Gables, curated by the Portugal-based creative agency Sextafeira, have driven economic development in the area and generated an estimated revenue of \$238,958 for a 10 week installation at a cost of just over \$100,000 for each installation.

Accordingly, staff is exploring the **acquisition of temporary art installations**, that can for short periods of time, educate and inspire our community and our guests. Through the use of Request for Letters of Intent ("RFLI"), staff would like to solicit multi-disciplinary creative, graphic design, and/or digital communications agencies to develop, implement and curate a potential temporary art strategy that can stimulate our local business corridors, increase pedestrian traffic and engage and transform our community.

There is no true way to find the value of temporary public art, as there are no real ways to measure

inspiration or insight that any public artwork may help inspire. **Temporary public art is there to be experienced, and the beauty of art is that if a hundred people all see the same artwork, there could be a hundred different ideas and interpretations of the same work.** It is important when gauging a value of a temporary artwork to take in account the effect it has on the community it is in and how members of the community view the artwork; this is the best way to find the value of a specific piece of temporary artwork in a community.

Temporary public art can offer social and physical benefits. Depending on its size, temporary art can act as an impromptu meeting place or local hangout. Sometimes the artwork can also shine a light onto a particular event rooted deep within the community, acting as a talking point for an important social conversation for the community. Temporary art can also be a sign of maturation and identity within a community. Permanent public art, selected by AiPP, is available in Miami Beach and can be seen every day; whether it be a memorial, statue, fountain or picture, public art surrounds and enlivens the City we live in. It is an effective showcase for our artists and a way to tell our story to our residents and visitors. However, temporary public art can also play a distinguishing role in our City's history and culture. It can reflect and reveal our neighborhoods, enhances meaning in our public spaces, and adds uniqueness to our community. It can provide an intersection between past, present, and future; between disciplines and ideas. Temporary public art can matter because our communities gains cultural, social, and economic value through such art.

When reflecting on how the City of Miami Beach can become an art and culture leader in the region, state, country and globally, the staff would think it is prudent to explore availability of temporary artistic installations locally, regionally and globally and whether and where the City can temporarily engage, attract, retain and inspire our residents, guests and tourist alike and reenergize our business corridors and neighborhoods.

Using the Coral Gables temporary art installations as a model, with a budget of \$300,000, the City of Miami Beach could explore one activation in a high traffic area (Lummus Park, Collins Park or Ocean Terrace) and one in a corridor in need of stimulation (41st Street or Rue Vendome) to test the appetite of Miami Beach residents and tourists to temporary art installations and its impact on the surrounding communities.

ANALYSIS:

On September 14, 2018, the Finance and Citywide Project Committee made a recommendation to allocate \$50,000 from the Short Term 41st Street Recommendations project budget, as adopted in the FY 2018-19 capital budget, for a temporary artistic installation for the 41st Street Corridor. This recommendation was approved by the City Commission via Resolution No. 2018-30532 on October 17, 2018.

The FCWPC, recommended that \$50,000 in funding for a unique, pedestrian-friendly artistic element in the 41st Street area from the Short-Term 41st Street Committee Recommendations Project #21019 adopted as part of the FY 2018-19 Capital Budget.

At the recommendation of AiPP in December 2018, the Administration recommends soliciting creative

agencies to create a strategy to create temporary art installation in select local corridors and neighborhoods, and to also curate such installations on an ongoing basis. Potential additional installations include Rue Vendome and the Sunset Harbor Pump Station. The Administration is recommending a budget of \$300,000 annually for these activations.

In the meanwhile, given the prioritization already made to have a temporary artistic element for 41st Street and the North Beach Water Tanks, on February 1, 2019, the Administration issued a Letter of Interest to artists for interim installations (See attachments). Interested applicants must submit no later than February 28, 2019. Project descriptions and applications are available at <https://cityofmiamibeach.submittable.com/submit>.

CONCLUSION:

Other than the funds for 41st Street, there are no other funds currently allocated to the development of temporary artistic installations throughout the City. Additional funds would need to be identified and appropriated should the FCWPC desire to move forward with recurring installations at multiple locations. The Administration would recommend exploring this funding with the Cultural Arts Council.

ATTACHMENTS:

Description	Type
☐ Temporary Installation 41st Street	Memo
☐ Temporary Installation Water Tanks	Memo

Temporary Artistic / Design Installation

41st Street Corridor, Miami Beach, FL

PROJECT SUMMARY

City of Miami Beach

Project Name: 41st Street Corridor, Miami Beach, FL

Total Project Budget: \$50,000 The selected applicant is responsible for fully developing the project within the allocated budget which must be inclusive of design, engineering, fabrication, installation, and any other cost associated with the implementation of the work.

Location: 41st Street Corridor, Miami Beach, FL

Submission of Qualifications Deadline: February 28, 2019

Eligibility: *Open to artists and design professionals* Artists and design professionals who demonstrate innovative, contemporary and creative approaches in addressing site specific, temporary design works are encouraged to apply. The quality of the work, strength of the concept, design capabilities and established track record of successful project implementation will be considered of highest priority.

Project Description: The City of Miami Beach requests qualifications from artists and design professionals to create a temporary design intervention for the 41st Street Corridor. The selected proposer will develop a site-specific project with a unique, creative vision, which should act as a surprise and delight, while encouraging pedestrians to stop and engage with the installation and create a destination for people to photograph. Qualifications can include singular, site specific, installations, or can use multiple sites, if proposals are all within the allotted budget, and within the geographical boundaries as illustrated in the map, above.

About 41st Street



41st Street is one of the primary access points to Miami Beach, the central boulevard in Mid-Beach and the major corridor on and off the Beach via the Julia Tuttle Causeway. The Julia Tuttle Causeway is the most travelled causeway with an annual daily average of 116,500 vehicles crossing the bridge both ways, 59,000 of them eastbound. (By comparison, the second most travelled Causeway – the MacArthur – gets an annual daily average of 92,000 vehicle trips both ways.) While many of the cars making their way to the Julia Tuttle do so via Alton Road, a

large number use 41st Street. The annual average daily traffic on the street is 41,000 vehicles both ways, 18,000 eastbound, 23,000 westbound.

MIAMI BEACH

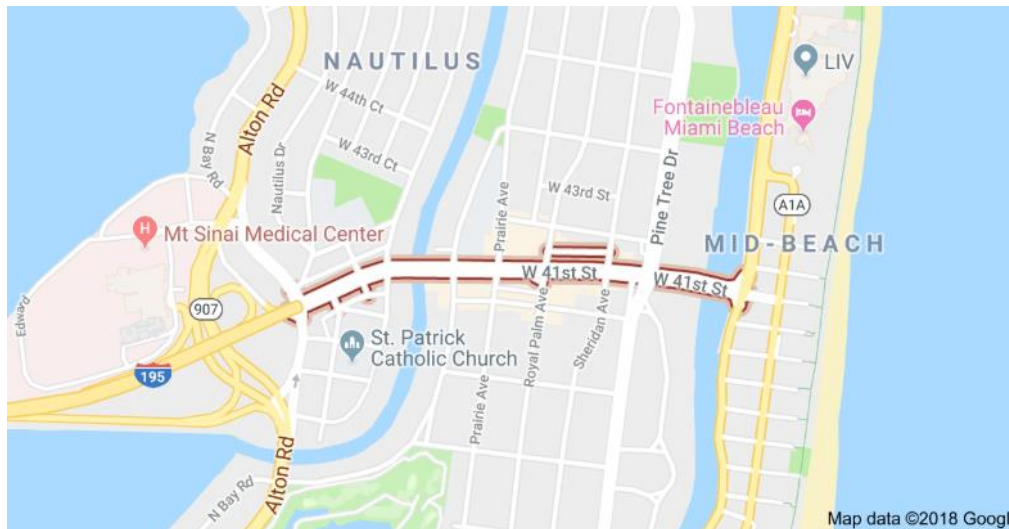
City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

For additional information on 41st Street, please click

https://www.dropbox.com/s/dw9cflnz4qn5gw5/20180705_Miami%20Beach%20Vision_Gehl_Final%20Report.pdf?dl=0

OPPORTUNITIES FOR TEMPORARY ARTISTIC / DESIGN INTERVENTION:

This proposed installation should create an opportunity to enjoy and participate in community, build social cohesion and make people want to travel to the site, engage, photograph. The proposer should all areas of 41^s Street as outlined in the map below, as a potential site for integration. The work should create an engaging experience for residents and visitors, with the potential for sharing on social media channels, and could be a new playful brand for the community:



POTENTIAL INSTALLATION LOCATIONS INCLUDE, BUT ARE NOT LIMITED TO, SIDEWALKS, SEATING AREAS, AND OPEN SPACES ALONG 41ST STREET THAT ARE PUBLICLY ACCESSIBLE, INCLUDING: Henry Liebman Square, Pine Tree Drive and 41st Street, Miami Beach

In considering materials, proposers should visit <http://www.mbrisingabove.com/>, which provides information on “Plastic Free” Miami Beach and other sustainability initiatives being implemented by the City of Miami Beach. Proposals must not violate any of these initiatives.

Anticipated Project Schedule

Opportunity Announced & Promoted – February 1, 2019

Application Deadline – February 28, 2019

Selection of Finalists/Proposals – March 2019*

Design, Fabrication and Installation- April 2019 – June 2019**

* *The City of Miami Beach reserves the right to accept no design applicants, if we feel that none are the right fit for the community.*

***Fabrication and installation schedules may vary depending on selected project.*

Instructions for Submitting an Application-

Deadline to submit qualifications: **February 28, 2019**

Submissions must be received as a complete application on the Submittable website by no later than the advertised deadline. All materials will be submitted online, via Submittable. There is NO application fee to apply or to use the Submittable online application system. For general Information about how to create or use a Submittable account, visit <http://help.submittable.com/knowledgebase/articles/225218-how-do-i-submit>.

I. Please submit one (1) image of preliminary design idea. Applicants may also include images of previously completed work. If applicant is submitting previously completed work samples, accurately identify medium, dimensions, date, location, client/agency, size, budget, completion date, and a brief written description. The Submittable system will prompt you to enter this information with each uploaded image. NOTE: Artists who work in video, sound, installations and kinetic sculpture may submit a 3 minute video, audio or dynamic media file in lieu of still images to further describe their work. Artists must submit a complete the application and upload a video file representing the visual component of the work to Submittable.

II. Project Statement- Preliminary Approach to Project

III. Artist / Design Professional Biography

IV. CV

SELECTION PROCESS

The City of Miami Beach will evaluate all proposals and will award based on the quality of the proposed design. Should a unanimous decision not be made from these proposals, the City of Miami Beach may identify a small number of finalists to further develop specific proposals. The primary evaluation criteria will be previous artistic/design accomplishment as demonstrated in images of previously completed work, experience, and/or initial approach to the project as demonstrated in the preliminary statement. If appropriate, the City reserves the right to recommend an artist or designer directly from initially submitted applications.

MIAMI BEACH

Temporary Artistic / Design Installation

North Beach Water Tanks, Miami Beach, FL



PROJECT SUMMARY

City of Miami Beach

Project Name: North Beach Water Tanks

Total Project Budget: \$45,000

The selected applicant is responsible for fully developing the project within the allocated budget which must be inclusive of design, engineering, fabrication, installation, and any other cost associated with the implementation of the work.

Location: North Beach Water Tanks, Dickens Avenue and 75th Street, Miami Beach, FL

Submission Deadline: February 28, 2019

Eligibility: *Open to artists and design professionals.* Artists and design professionals who demonstrate innovative, contemporary and creative approaches in addressing site specific, temporary design works are encouraged to apply. The quality of the work, strength of the concept, design capabilities and established track record of successful project implementation will be considered of highest priority.

Project Description: The City of Miami Beach requests qualifications from artists, creatives and design professionals to create an artistic proposal for the North Beach Water Tanks. The selected proposer will develop a site-specific project with a unique, creative vision that makes the existing Water Tanks become an artistic enhancement to the community. We are looking for proposals that can turn these physical structures into visual, cultural, icons. Design options need to fit the community and ensure it works seamlessly with the surroundings.

OPPORTUNITIES FOR TEMPORARY ARTISTIC / DESIGN INSTALLATION:



This proposed installation should follow the principles of creative placemaking and beautify and enhance the aesthetics of the water tanks and surrounding area. The City of Miami Beach envisions that an artist or design professional will create a temporary, site specific intervention that inspires, educates and calls attention to water conservation. The integrated work should transform the space into an immersive environment and create an engaging experience for residents and visitors. A unique approach to the project is welcomed, but as mentioned above, should fit the community. *Applicant should consider durability of proposed materials in a marine grade environment. Successful proposer will be responsible to supply all materials and paint.*

In considering materials, proposers should visit <http://www.mbrisingabove.com/>, which provides information on “Plastic Free” Miami Beach and other sustainability initiatives being implemented by the City of Miami Beach.

Dimensions of Tanks:

2 x 4,000,000-gallon water storage tanks that are made of concrete.

Tanks have an inside diameter of 170'-0" which equates to approximately 533.8 feet in circumference and a side wall depth of 24'-0".

Please use these dimensions when considering design proposals.

Anticipated Project Schedule:

Opportunity Announced & Promoted – February 1, 2019

Application Deadline – February 28, 2019

Selection of Finalists/Proposals – March 2019*

Design, Fabrication and Installation- April 2019 – June 2019**

**The City of Miami Beach reserves the right to accept no design applicants, if we feel that none are the right fit for the community.*

***Fabrication and installation schedules may vary depending on selected project.*

Instructions for Submitting an Application-

MIAMIBEACH

Submissions must be received as a complete application on the Submittable website by no later than the advertised deadline. All materials will be submitted online, via Submittable. There is NO application fee to apply or to use the Submittable online application system. For general Information about how to create or use a Submittable account, visit <http://help.submittable.com/knowledgebase/articles/225218-how-do-i-submit>.

I. Please submit one (1) image of preliminary design proposal. Applicants may also include images of previously completed work. If applicant is submitting previously completed works, please accurately identify medium, dimensions, date, location, client/agency, size, budget, completion date, and a brief written description. The Submittable system will prompt you to enter this information with each uploaded image. NOTE: Artists who work in video, sound, installations and kinetic sculpture may submit a 3-minute video, audio or dynamic media file in lieu of still images to further describe their work. Artists must submit a complete the application and upload a video file representing the visual component of the work to Submittable.

II. Project Statement

III. Artist / Design Professional Biography

IV. CV

SELECTION PROCESS

The City of Miami Beach will evaluate all proposals and will award based on the quality of the proposed design. . Should a unanimous decision not be made from these proposals, the City of Miami Beach may identify a small number of finalists to further develop specific proposals. The primary evaluation criteria will be previous artistic/design accomplishment as demonstrated in images of previously completed work, experience, and/or initial approach to the project as demonstrated in the preliminary statement. If appropriate, the City reserves the right to recommend an artist or designer directly from initially submitted applications.

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: March 22, 2019

SUBJECT: **DISCUSSION REGARDING THE CREATION OF A PROCESS FOR
APPLYING FUTURE CREDITS TO PREVIOUSLY PAID LAND USE BOARD
FEES MORE THAN AN ESTABLISHED CAP ON PER SQUARE FOOT FEES**

HISTORY:

On January 16, 2019, at the request of Commissioner John Elizabeth Aleman, the City Commission referred the subject discussion item to the Finance and City Wide Projects Committee (Item R9T).

On February 13, 2019 the City Commission approved, at first reading, a cap of \$40,000 on the per square foot fee charged for land use board applications. Second reading / adoption is scheduled for March 13, 2019.

ANALYSIS:

BACKGROUND / SUMMARY

Previously, the Finance Committee recommended that a framework for allowing future credits of fees paid in excess of the recently adopted cap on per square foot fees be explored. Prior to the revised fee schedule being implemented in May of 2016, there was a \$10,000 cap on the per square foot fee for land use board applications. The new fee schedule that went into effect in May of 2016 removed this \$10,000 cap.

The following is a list of land use board application fees paid in excess of \$40,000, since the previous cap was removed in May of 2016:

Plan Case Number:	Amount paid over \$40,000 Cap
HPB16-0059	\$ 56,132
DRB16-0054	\$ 69,988
HPB17-0142	\$ 44,184
HPB17-0150	\$ 161,265
DRB17-0131	\$ 55,457
HPB18-0200	\$ 6,652
HPB18-0208	\$ 38,247
HPB18-0239	\$ 90,157
Total	\$ 522,082

The administration recommends that the Finance Committee discuss if and how credits may be applied and how far they should go back. Additionally, it should be noted that the revenue identified above spans a period of four fiscal years from May 2nd, 2016 to date. Given the sizable amount of potential credits, budgetary impacts will need to be considered.

CONCLUSION:

The Administration has concerns with the budgetary impacts of a credit or refund of the above noted fees. Since the cap on per square foot fees is moving forward, the administration recommends that it be prospective only, and that previously paid fees not be credited or refunded.

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: March 22, 2019

SUBJECT: DISCUSSION REGARDING AN UPDATE OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE AND THE CREATION OF A RESILIENCY CODE

HISTORY:

On January 16, 2019, at the request of Commissioner John Elizabeth Aleman, the City Commission referred the subject discussion item to the Land Use and Development Committee and the Finance and City Wide Projects Committee (Item R9T). The Land Use Committee discussed the item on February 20, 2019 and recommended in favor of comprehensive amendments to the land development regulations and the creation of a resiliency code.

On February 20, 2019, the Land Use Committee also discussed a separate item pertaining to pink zones. The Land Use Committee concluded this discussion by recommending that the process for creating pink zones in the city be considered as part of the Finance Committee discussion on the funding for the resiliency code.

ANALYSIS:

The current land development regulations of the City Code were adopted in 1989. Since that time a number of individual, and often overlapping, amendments to the development regulations have been adopted. In order to eliminate current overlaps and inconsistencies throughout the code, the administration believes that a comprehensive re-write of the land development regulations would be in order. Specifically, the following would be part of this endeavor:

1. The existing requirements of the code, pertaining to allowable uses, zoning districts and FAR would remain the same, but would be part of a comprehensive re-formatting of the regulations for clarity and consistency purposes.
2. The code will be framed within a comprehensive resiliency framework. This will allow for a detailed analysis of all sections of the code to ensure that a resilient and sustainable approach will be taken for all future development within the city.

In order to effectuate this endeavor, an outside consultant, with expertise in smart – resilient development regulations will be needed. The administration estimates that the total cost will be between \$500,000 and \$700,000. This would include all analysis, drafting and public meetings. Planning staff will be involved and supervise all of the functions of the chosen consultant.

As part of the upcoming budget process, the administration will be recommending that this proposal be a budgeted priority for fiscal year 2020. Given the overall cost, an RFP will likely be required, and the administration would further recommend that the procurement process start immediately, so that a consultant is in place prior to the start of the 2020 fiscal year, and can start working immediately.

The administration also recommends that pink zones be included within the overall scope and analysis of the resiliency code proposal. The administration believes that the chosen consultant would be able to provide specific recommendations with regard to how pink zones may fit within a revised code.

CONCLUSION:

The Administration recommends the following:

1. That the Finance and City Wide Projects Committee endorse the proposal to create a resiliency code, including specific recommendations with regard to how pink zones may fit within a revised code.
2. The funding for the proposal be made a budget priority for the fiscal year 2020 budget.

The item be referred to the full City Commission for discussion and direction to begin the process for a resiliency code immediately, in accordance with the framework set forth above, pending the availability of funds.

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: March 22, 2019

SUBJECT: **DISCUSSION ON UPDATING MINIMUM WAGES ON CITY FUNDED
CONSTRUCTION CONTRACTS**

HISTORY:

At its January 16, 2019 meeting, the City Commission referred an item to the Finance and City-Wide Projects Committee (the “Committee”) for a discussion on the minimum wage requirements for City funded construction contracts.

ANALYSIS:

Minimum wages on City-funded construction projects are governed by Sections 31-27 through 31-31 of the City Code (Attachment A). Pursuant to the City Code requirements, the minimum wages required to be paid to contractor employees on any applicable project with a value greater than \$1 million are listed in the most recent schedules, known as wage determinations, published by the United States Department of Labor in the Federal Register prior to the date of release of the competitive solicitation for the project.

The Department of Labor publishes wage determinations by geographic zone, and adjusts these periodically to account for economic conditions that impact wages. Detailed information on the Department of Labor wage determinations is available at www.wdol.gov.

CONCLUSION:

The Administration is providing the information for the Committee’s discussion purposes.

MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: March 22, 2019

**SUBJECT: DISCUSSION REGARDING THE MAYOR'S BLUE RIBBON 41ST STREET
COMMITTEE MOTIONS**

KEY INTENDED OUTCOME:

Revitalize Key Neighborhoods, Starting With North Beach And Ocean Drive

HISTORY:

During the November 19, 2018 meeting of the 41st Street Committee meeting, two (2) motions were discussed and passed:

- 1) Motion to utilize intersection of 41st Street and Pine Tree Drive as a test study, with a non-sworn officer, to help alleviate congested traffic between the hours of 3:30pm to 6:00pm, Monday to Friday.
- 2) Motion to install a temporary parklet in front of Tasty Beach Café, assuming Tasty ownership approval and in exchange for extended evening hours to activate nightlife, and use funding from the \$100,000 budgeted in FY 18/19 to be used for this purpose. During the November FCWPC and NCAC meetings, staff shared that two senior classes from Design and Architecture High School (DASH) were designing storefront designs and parklet designs for 41st Street under the direction of 41st Street Committee member and DASH teacher Eric Hankin. The both FCWPC and NCAC viewed a few the student storefront designs and NCAC asked that the students reflect more on the essence of Miami Beach in their designs. Staff (Economic Development, Communications and Planning) worked with the students on both the storefront and parklet designs by providing Miami Beach color plate and sharing the specifications of the Washington Avenue parklet program requirements.

At the February 13, 2019 Commission meeting, the Mayor and Commissioner referred these motions to the Finance and Citywide Projects Committee discuss the motions.

ANALYSIS:

Motion #1: Non-Sworn Officer at 41st St and Pine Tree Drive

The Police Department supports any reasonable efforts to improve safety along the 41st Street corridor. If

the community is interested in exploring a pilot police sub-station the following costs would apply:

Public Safety Specialist - \$20.2868 per hour.

If we do a one (1) month pilot, placing a Public Safety Specialist from 3:30 - 6:00pm (plus 30 minute commute time) five (5) days a week, the cost would be:

- three (3) hours x five (5) days = 15 hours per week
- 15 x 4 weeks = 60 hours
- 60 hours x \$20.2868 = \$1,217.20 per month

This does not take into account the overtime rate (1.5) that would likely apply to some of these hours.

The Police Department is supportive of this pilot, but long term it would have impact on their current staffing and overtime may result.

Motion #2: Install Temporary Parklet

During the February 41st Street Committee meeting, the Committee viewed storefront designs by Design and Architecture High School (DASH) students, under the direction of 41st Street Committee member Eric Hankins and DASH instructor. The Economic Development, Communications, Planning and Parking departments reviewed 20+ designs and selected the top 4 designs to be presented to the 41st Street Committee. During the February 2019 meeting, the 41st Street Committee selected one design to be a pilot parklet for the 41st Street corridor. (see Exhibit B)

In addition, the Tasty Beach Café agreed to have the pilot parklet in front of their store and to extend their evening hours to activate nightlife in the corridor.

Lastly, during the February 41st Street Committee meeting, the Committee voted to prioritize the cost of the pilot parklet with the FY 18/19 Mid-Beach Quality of Life ("MBQOL") funds.

Staff is working with Property Management to assess the cost to build, place and maintain the student designed parklet.

Since August 2018, the 41st Street Committee has made twenty one (21) motions some of which also recommended use of the \$100,000 in MBQOL funds budgeted in FY 2018/19 for capital project 41st Street Short Term Improvements (see highlighted items below).

1. Motion to adopt the Gehl Studio design recommendation as the vision for 41st Street corridor.
2. Motion to recommend the following pilot projects be made a priority for future implementation: parklets, temporary shade structures, increased lighting, programming and a pilot bicycle lane on 41st street.
3. Motion to recommend FWCP allocate funding and prioritize 41st Street as an area for opportunity for temporary and creative shade structure or artistic installation
4. Motion to partner with Design and Architecture High School (DASH) to develop parklet and storefront covering designs and allocate \$40k of the MBQOL funds to be used for this purpose.
5. Motion to recommend the City Commission select the 41st Street corridor as a site for the installation of a pilot creative shade structure/artistic element project.
6. Motion to address the mentally and physically ill homeless population on 41st Street.
7. Motion to utilize the intersection of 41st Street & Pine Tree Drive as a test study with a non-sworn officer to help alleviate congested traffic in the afternoon.
8. Motion to install a temporary parklet in front of Tasty Beach Café.

9. Motion to explore the possibility of reestablishing a sub-station on 41st Street
10. Motion to prioritize improving the lighting on the 41st Street corridor and allocate MBQOL funds toward lighting the trees on 41st Street.
11. Motion to modify the zoning regulations for the 41st Street corridor.
12. Motion to support the City's efforts to streamline the temporary pop-up store process.
13. Motion to prioritize the use of the MBQOL funds on year-round lighting on 41th Street corridor and pilot parklet activation.
14. Motion to select *Synthesis* parklet design by Omar Leon, a DASH student.
15. Motion to allow temporary retail pop-up stores in vacant storefronts on 41st Street.
16. Motion to find funding for *New Tropic* to highlight the 41st Street corridor.
17. Motion to have Jim Morrison & Company present a revised lighting design package.
18. Motion to support the Chair.
19. Motion to hire Alta/Gehl to do a phase II of the design and vision plan.
20. Motion to recommend the City issue RFPs for City owned parking lots on 41st Street.
21. Motion to extend the 41st Street Committee for one more year.

As a result of the prior motions, the FCWPC recommended and Commission approved the following for use of the \$100,000 in MBQOL funds budgeted in FY 2018/19 for 41st Street Short Term Improvements:

- \$50,000 for a temporary artistic installation on 41st Street.

In addition, staff has been following up on with the following actions:

- Issuing a solicitation for a temporary artistic installation on 41st Street;
- Working with DASH students/teachers to create storefront cover and parklet designs in the 41st Street corridor;
- Determining the cost of changing the lighting along the 41st Street corridor - estimated at \$100,000
- Determining the cost of lighting all of the trees along the 41st Street corridor - estimated at \$600,000

CONCLUSION:

Motion #1: Non-sworn Officer at 41st St and Pine Tree Drive

The Administration recommends a short-term pilot of a non-sworn officer at the intersection of 41st Street and Pine Tree Drive, at a cost of \$1,217.20 per month, to observe the measurable impact on the corridor.

Motion #2 Install Temporary Parklet

The Administration recommends the installation of a temporary parklet, the use of the DASH student parklet design for the use of the Mid-Beach Quality of Life funds to fund the parklet construction, placement and maintenance. However, it should be noted that in conjunction with the artistic installation, this will likely leave minimal funding for the other items recommended by the Committee including (corridor lighting of trees, and storefront covers,). The Administration recommends that these additional items be pursued through the FY 2019/20 budget development process.

ATTACHMENTS:

Description	Type
□ Exhibit A LTC 41st Street Committee Motion November 2018	Memo
□ Exhibit B DASH Parklet Designs	Memo

MIAMI BEACH

OFFICE OF THE CITY MANAGER

NO. LTC # **039-2019**

LETTER TO COMMISSION

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: January 22, 2019

SUBJECT: Mayor's 41st Street Blue Ribbon Committee Motions

The purpose of this Letter to the Commission ("LTC") is to inform the Commission of two (2) motions passed by the Mayor's Blue Ribbon 41st Street Committee during their November 19, 2018 meeting.

Members Present: Seth Gadinsky (Chair), Betty Behar, Michael Burnstine, Yechiel Ciment, Francisco Diez-Rivas, Eric Hankin, Jerri Hertzberg Bassuk and Robin Jacobs

Member Absent: Jeremy Wachtel

- 1) **MOTION:** Motion to utilize intersection of 41st Street and Pine Tree Drive as a test study, with a non-sworn officer, to help alleviate congested traffic between the hours of 3:30 pm to 6:00 pm Monday to Friday.

Motion entertained by: Seth Gadinsky (Chair)

Motion made by: Robin Jacobs

Motion seconded by: Betty Behar

Motion passed: 8-0

Member absent: Jeremy Wachtel

- 2) **MOTION:** Motion to install a temporary parklet in front of Tasty Beach Café, assuming Tasty ownership approval and in exchange for extended evening hours to activate nightlife, and use funding from the \$100,000 budgeted in FY 18/19 to be used for this purpose.

Motion entertained by: Seth Gadinsky (Chair)

Motion made by: Yechiel Ciment

Motion seconded by: Jerri Hertzberg Bassuk

Motion passed: 6-0

Members absent: Jeremy Wachtel, Betty Behar and Michael Burnstine

cc: Kathie Brooks, Assistant City Manager
Heather Shaw, Tourism, Culture, and Economic Development Interim Director

41st Street Parklet Designs

DASH

FEBRUARY 2019

GYÖK

GYÖK is a parklet designed to bring people together and relax from everyday life activities. Roots are the main inspiration of the symbol. Roots create organic shapes and show a unified connection. The space invites you to rest in modules, resembling segments of a tunnel. Modular units can slide to create different configurations. Seating is created by unique trapezoid pieces with overlapping, organic shapes creating curvilinear forms. Some openings from the sides are used for the display of plants, greenery from one side, roots on the other.

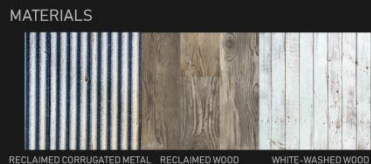
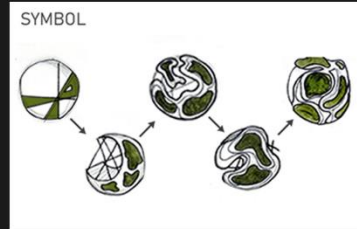
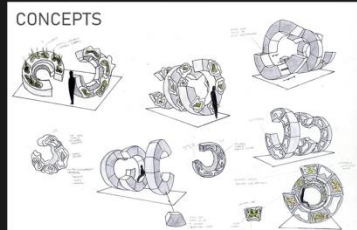
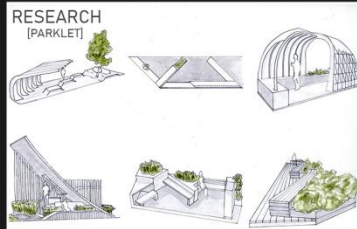
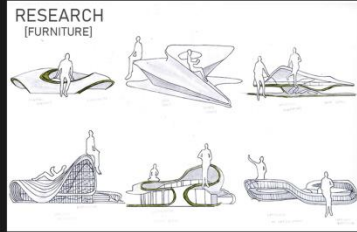
The resting site is made from sustainable materials. The faces of the modules are reclaimed corrugated metal with a reclaimed wooden frame. Square tiles of distressed white wood create a geometrical pattern on the floor. Alternate openings have LED lights, placed on the inside to attract pedestrians and light up the parklet at night. The minimal design with a color palette of rich earth tones, creates a relaxing and inviting environment for pedestrians to experience.

When arriving, you can scan a QR code that will take you to a website where you can select songs that will be played in the parklet. Each album showcases different types of music from different cultural roots.

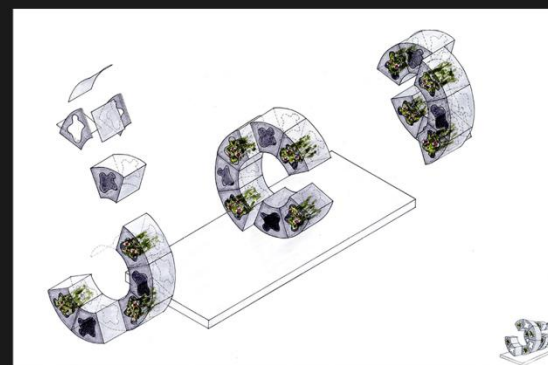
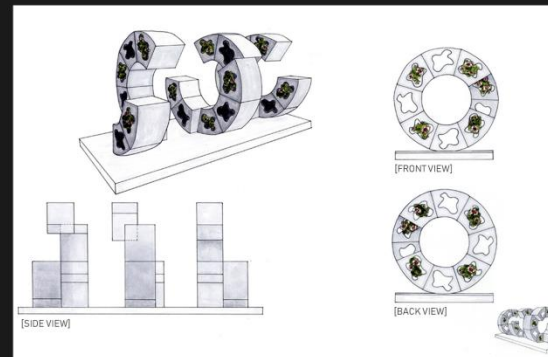
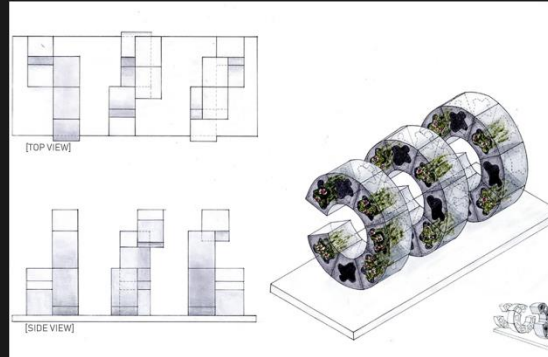


The name GYÖK comes from the Hungarian word roots. The designer, Santiago Krössler's roots are Hungarian.

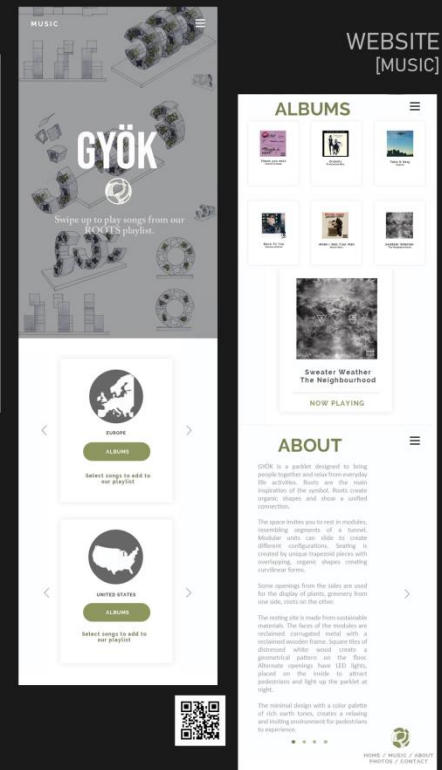
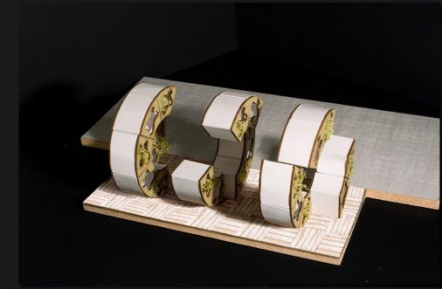
Santiago Krössler



RECLAIMED CORRUGATED METAL RECLAIMED WOOD WHITE-WASHED WOOD



MODEL



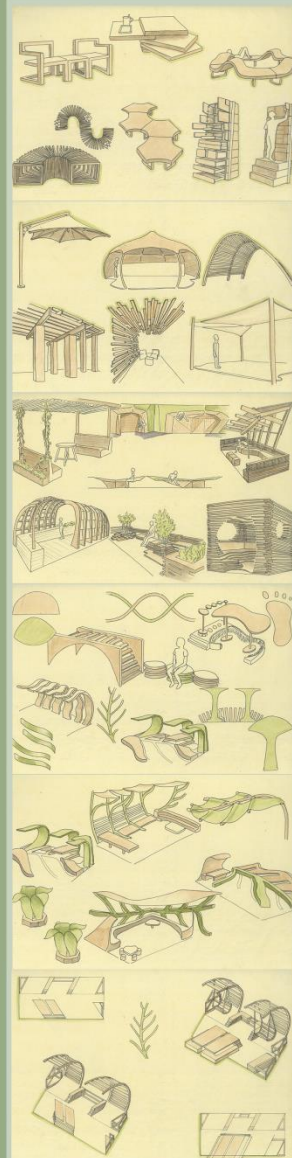
SYNTHESIS

SYNTHESIS, A COMMUNITY AREA THE SIZE OF A PARKING SPACE, IS INSPIRED BY THE VEINS IN LEAVES. THEY CONNECT DIFFERENT PARTS OF THE PLANT TOGETHER TO UNIFY A WHOLE. ALL SEATING AREAS ARE VEINS THAT STEM OUT FROM THE SIDEWALK, ENCOURAGING EVERYONE TO STEP INSIDE AND INTERACT.

THE ORGANIC FORM OF THE LEAF IS INCORPORATED INTO THE OVERARCHING SHADES. AS THEY ARCH FROM THE SIDEWALK TO THE INSIDE, THE SHADES INVITE YOU INTO TWO SEATING AREAS. A CANTILEVERED TABLE ALONG WITH BENCHES STEM OUT FROM THE ARCH, CREATING A COHESIVE AND OPEN ENVIRONMENT. NEXT TO IT IS A SEATING AREA FOR THOSE WHO DON'T DESIRE TO USE THE TABLE. THE PERPENDICULAR SEATING ENCOURAGES INTERACTIONS BETWEEN PEOPLE. ONE PART IS COVERED BY SHADING WHILE THE OTHER IS EXPOSED TO LIGHT. ALL OF THE SPACE IS PROTECTED BY A BUFFER WHICH HAS PLANTS ON TOP, CREATING PRIVACY AND GIVING LIFE TO THE PARKLET.

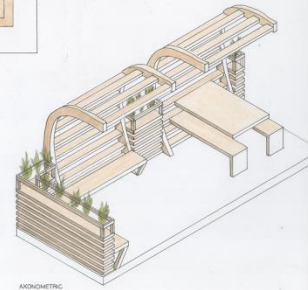


OMAR LEON



SYNTHESIS

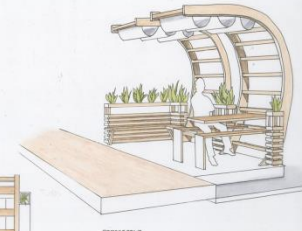
- RIBBON PLANT
- WHITE OAK
- CLOTH CANVAS



AXONOMETRIC



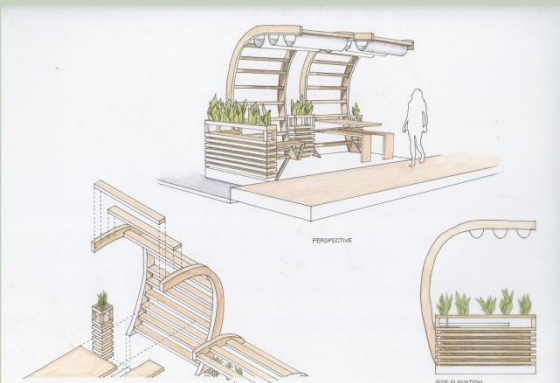
SIDE ELEVATION



PERSPECTIVE



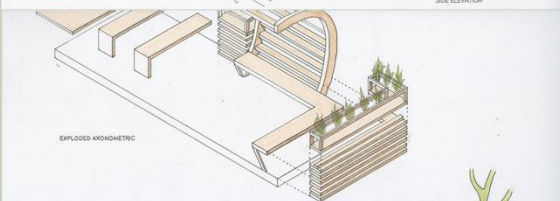
TOP VIEW



PERSPECTIVE



SIDE ELEVATION



EXPLODED AXONOMETRIC



FRONT ELEVATION



SYMBOL





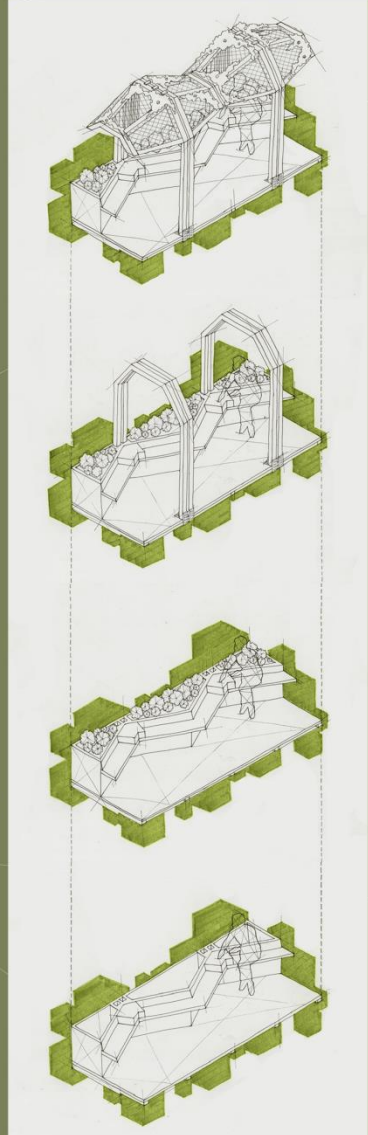
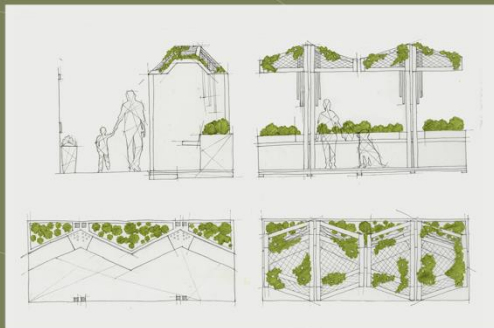
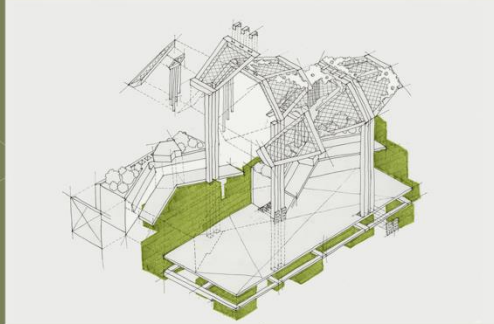
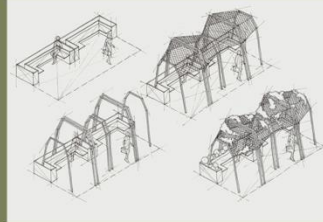
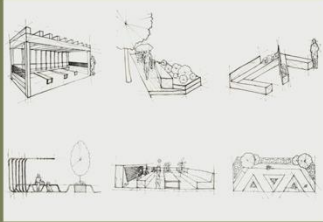
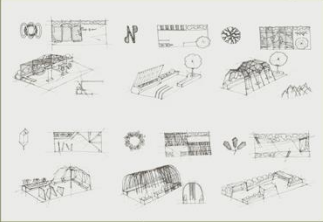
Botánica

Botánica is a representation of a walk under a tree canopy. The concept is inspired by natural symbol: a treetop, representing community and creating diversity. The semi-enclosed area made from geometrical figures creates an atmosphere similar to a tree canopy—acting as natural protection and providing a space for social interactions.

Botánica claims a parking space as a small public area. A zig-zag bench attached to planters runs along the entire parklet with interspersed tables allow people to retreat from the crowded streets of the city by creating a natural atmosphere. Four arches made out of wood with meshed roofs and plants protect from the harsh South Florida climate. Botánica creates a relaxing ambience created by the plants and enhanced by the sounds of wind chimes.



Carlos Cepeda



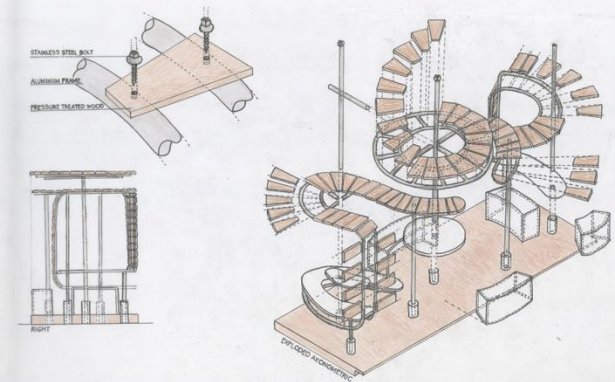
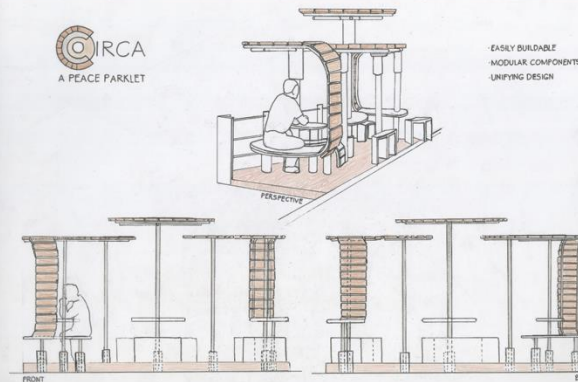
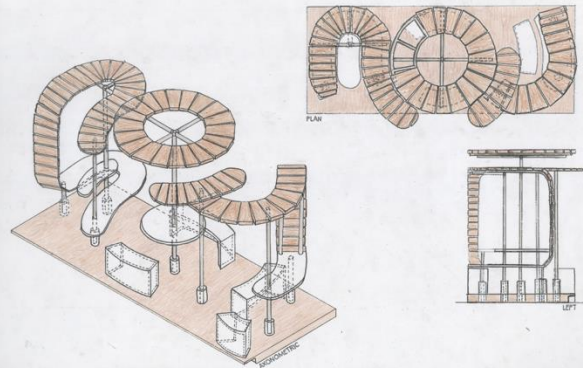
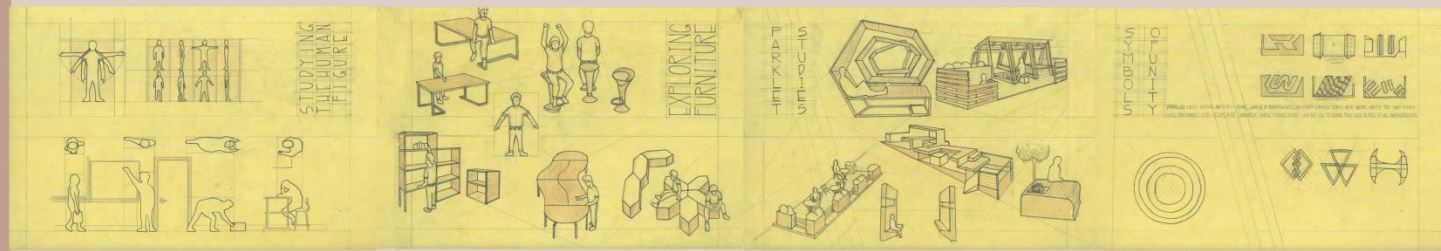


Circa uses concentric circles to symbolize unity and togetherness. This array of continuously smaller circles both above and below the eye level draws people into the center. Various scattered connections create the paths towards unity. The Radial design invites people from all backgrounds, guiding them into a place to convene.

A point will be selected within the space, that through the concentric design, will drive everything around it. The circular arrays are then generated through parallel aluminum frames that curve about the center above and around the viewer. Pressure treated wooden slabs are then placed ontop of the frame, pointing towards the center. Additional wooden seating and tables meander below the viewer, and are integrated both as modular and connected pieces.



Alan Lomba



MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: March 22, 2019

SUBJECT: **DISCUSS THE DESIGN AND PLAN CONCEPT FOR THE 41ST STREET DESIGN AND VISION PLAN BY ALTA/GEHL REFERRING THE PROPOSED PLAN FOR PRIORITIZATION AND POTENTIAL FUNDING OPTIONS**

HISTORY:

On July 31, 2018, the Committee discussed and adopted the 41st Street Urban Design Vision Plan. The final design report is a culmination of a 4-week process which included several Committee brainstorm sessions, stakeholder meetings, and a public charrette. The report provides an assessment and analysis of the 41st Street corridor, with proposed recommendations guided by core principles/strategies based upon resident feedback as well as the design team's analysis of the street. The full report can be accessed here:

https://www.dropbox.com/s/dw9cflnz4qn5gw5/20180705_Miami%20Beach%20Vision_Gehl_Final%20Report.pdf?dl=0

Below are the proposed strategies outlined in the final report:

- Make More Room for Life: Widen sidewalks, make designated bus lanes, shorten pedestrian crossings, create hangout spots
- Make Life More Comfortable: Provide shade, increase seating, calm traffic
- Provide Meaningful Shade: Increase tree canopy, increase awning coverage, provide shade at bus stops
- Introduce Human Scale Green: Utilize hanging plants/vines, increase tree canopy, introduce planters, create bio-swales and planters that can support climate adaptation and activity
- Bridge the Gaps: Shorten crossing distances, increase pedestrian walk times, remove sidewalk clutter, increase mid-block crossings, improve pavement quality
- Create World-class Bus Stops: Protect riders from rain and sun, provide seating, leverage bus shelters as places that can also provide neighborhood amenities such as bike parking, bike pumps or vending
- Welcome to 41st: Increase public art along the street, provide playful and clear wayfinding, promote local businesses
- Take a Seat: Add more space for both public and commercial seating
- Light the Night: Orient lighting to the human scale
- Create More Invitation for People to Stay: Provide creative programming, incentivize business owners to “spill out into the street”, increase permits for outdoor drinking
- Create More Opportunities for People to Connect: Convert street spaces to people space, increase people space in front of stores and restaurants

The main focus of the design plan is the reconfiguration of the street to allow for more public space. The report makes recommendations for three (3) proposed designs which would allow for wider sidewalks, increased tree

makes recommendations for three (3) proposed designs which would allow for wider sidewalks, increased tree canopy and better human-scale lighting, and the 41st Street Committee and FCWPC selected to reduce lane widths, remove sidewalk clutter, reprogram on-street parking. Keep four travel lanes with one turn lane. This will allow the sidewalk space to go from 10 feet to 23 feet.

While this long-term vision of 41st Street will require longer-term capital investment and redesign of the street, the report provides recommendations for short-term pilot projects and activations to test different concepts before accepting/implementing a final design. The design brief suggests several pilot projects, including: green zones, enhanced pedestrian crossings, play zones, and dedicated zones for bicyclists on 41st Street.

In addition to adopting the Alta Planning/Gehl Studio Design Plan recommendations as the vision for the 41st Street corridor, the Committee also recommended the following pilot projects be made a priority for future implementation:

- parklets
- temporary shade structures
- increased lighting
- programming
- a pilot bicycle lane on 41st Street

The Committee continues to meet to discuss specific sites for pilot projects and evaluate costs and next steps.

During the September 2018 City Commission meeting the review of the plan was referred to the Land Use and Development Committee for review.

On November 18, 2018 the Land Use and Development Committee reviewed the plan with Gehl Studios and members of the 41st Street Committee and recommended (1) approving Option #1 and (2) developing a multi-year work plan and referring to Finance and Citywide Projects Committee the review of the work plan and prioritize budgeted funds.

On December 12, 2018, the Mayor and City Commission accepted the recommendation of the Land Use and development Committee recommending (1) Option 1 of the 41st Street Design and Vision Plan, and (2) referred the item to the Finance and Citywide Projects Committee to review and implementation work plan to prioritize budgeted funds.

ANALYSIS:

The Economic Development, Transportation, Public Works, Parking, Tourism & Culture, Environment and Sustainability, Greenspace, Communications, Police, Housing and Community Services and Planning department have met over the last few months to flush out the Alta/Gehl plan and outline the steps, funding and time needed to accomplish the vision plan.

The attached plan (see Exhibit A) is a work in progress as the team continues to finalize an achievable plan and potential funding.

In addition to the \$100,000 in Mid-Beach Quality of Life funds, which has been earmarked for the implementation of a pilot parklet, lighting, and an artistic installation.

The GO Bond timeline for 41st Street projects is:

Tranche 1 - \$1.5 million - available in April 2019 once plan and specific projects are finalized and approved.

Tranche 2, 3 an 4 -\$13.5 million for shade structures, lighting, bike lanes, widening of sidewalks, replacement parking

Based on the draft implementation plan, the initial \$1.5 million could be used for, but not limited to, the following:

- Design of the street reconfiguration: Estimated cost \$1 million
- Development of the preferred alternative for bike lanes: Estimated cost \$150,000
- Implementing the bike lane pilot project: Estimated cost \$90,000
- Short Term Shade Structures: \$150,000
- Short Term Lighting Bike Lanes at Night: \$150,000
- Creative Placemeking Lighting:\$125,000

These total up to \$1.665 million. In addition, the 41st Street Committee has requested that the trees along 41st Street be lit up. This item has been referred to Neighborhoods/Community Affairs Committee. The Property Management Department is evaluating alternatives but has provided preliminary estimates between \$120,000 and \$600,000, resulting in a total for potential Tranche 1 GOB projects of \$2.265 million.

As a result, the funding needs have to be prioritized and , projects not funded from Tranche 1 could either be pursued through the FY 2019/20 budget development process or funded in future tranches.

In addition, there are \$100,000 in FY 2018/19 Quality of Life Funds appropriated for 41st Street Short Term improvements. The Commission has approved \$50,000 for temporary artistic installation and a Call to Artists has been issued., and the Finance and Citywide Projects Committee is discussing use of the funds for a pilot parklet project (estimated at \$9,000 to \$20,000).using these funds.In addition the 41st Street Committee has identified vacant storefront covers (for which designs are currently being considered) as a potential use of these funds.

CONCLUSION:

The Administration welcomes the Committee's feedback and input allowing Staff continue to revise/update on the plan, activate short-term funded projects and continue to identify and plan for long-term funding and execution of the projects within the plan.

ATTACHMENTS:

Description	Type
□ Draft Alta/Gehl 41st St Vision Implementation Plan	Memo

IMPLEMENTATION PLAN FOR ALTA/GEHL VISION FOR 41ST STREET

LEGEND		3/20/2019					
Complete							
Funded/In Process							
Funded/Not Started							
Funding Needed							
41st Street Recommendations	Recommendation Initiatives		Department (Lead Department in bold)	Action Steps/Milestones	Milestone Dates	Status Update/Comments (If Applicable)	Funding Status
Make More Room for Life - Make it easy, pleasant, and convenient for people to walk, bike and spend time on 41st Street.	1	Widen Sidewalks by removing on-street parking, improve pedestrian experience and allow restaurants to operate sidewalk cafes - Keep four travel lanes with one turn lane. This will allow the sidewalk space to go from 10 feet to 23 feet.	Transportation, Public Works, Parking	Discuss potential feasibility with FDOT of permanent and interim project (parklets)	April 2019	Initial Project Feasibility discussed with FDOT	Initial communication has taken place between the City and FDOT. FDOT has no major issues with the proposed sidewalk expansion.
				Commence JPA process for permanent sidewalk widening project	May 2019	Task has not commenced	No Funding Needed
				Public Works Assessment of water main	June 2019	In progress – as part of Citywide assessment of water mains	Assessment Funded (Pubic Works)
				Identify replacement parking locations for the approximately 60 spaces impacted by removal of on-street parking	June 2019	Task has not commenced	No funding needed
				Identify potential for freight loading zones on side streets	June 2019	Task has not commenced	No Funding Needed

				Identify potential valet solutions including mid-block carve outs for valet drop-off	August 2019	Task has not commenced	No Funding Needed
				JPA execution with FDOT for permanent project	September 2019	Task has not commenced	No Funding Needed
			Capital Improvements Projects, Transportation	Procure design for corridor configuration, drainage relocation, lighting, and other elements	September 2019	Task has not commenced	No Funding Needed
				Design Contract award	February 2020	Task has not commenced	GO Bond Project #40 \$1 million estimated design costs (Preliminary estimate does not include modifications to underground utilities that may be needed as a result of the Public Works assessment in #1 above)
				Develop final design plans for reconfiguration of street - reduce lane widths, reprogram on street parking, keep four through lanes and center turn lanes. This will allow the sidewalk space to go from 10 feet to 23 feet. Design shall include Drainage relocation, lighting relocation and other relevant street furniture currently in the sidewalks	February 2021	Task has not commenced	
				Permitting (FDOT, DERM, County, etc.)	May 2021	Task has not commenced	No Funding Needed`
				Construction Procurement	October 2021	Task has not commenced	No Funding Needed
				Construction	April 2024	Task has not commenced	GO Bond Project #40- Preliminary Estimate \$10m (out of \$15m) Estimate does not include changes to other utilities

				Construction Close-Out	May 2024	Task has not commenced	No Funding Needed
2	Make designated bike lanes - Given that 41st Street has been identified as a transit corridor in the TMP and County's Smart Plan, dedicated bicycle lanes have not been recommended by staff. 40th Street and 42nd Street are being considered as alternate corridors.	Transportation	Conduct Feasibility Analysis for 40 th , 41st and 42nd Street Bike Lanes, to determine long term typical section and connectivity for bicycle network around 41 st Street, including solutions for bridge crossings at 41 st Street. The feasibility will inform the design project for widening of sidewalks	April 2019	Preliminary internal feasibility review of the bicycle lanes at 40 th , 41th and 42nd Streets is underway	No Funding needed	
			Development of preferred alternative from Feasibility Analysis	December 2019	Task has not commenced	GO Bond Project #40- Preliminary Estimate \$150,000	
			Review results with Administration, Committees and Commission	February 2020	Task has not commenced	No Funding Needed	
			Short Term: Depending on the result of the internal analysis and short term alternative identified, implement bicycle lanes as pilot project	April 2020	Task has not commenced	GO Bond Project #40- Preliminary Estimate \$90,000	
			Implement recommendations into the design of the permanent corridor reconfiguration (sidewalk widening).	September 2020	Task has not commenced	See Design Cost for # 1	
			Permitting for permanent (FDOT, DERM, County, etc.)	See permitting, design, construction and close-out for #1			
3	Create hangout spots	Economic Development, Tourism and	Develop and implement parklet designs on side streets in		Mayors Ad-Hoc 41 st Street committee recommended a	Preliminary estimate of probable cost from	

			Culture, Public Works, Transportation	<p>conjunction with parklet pilot program.</p> <p>(Note: ordinance amendment would be required to waive sidewalk and concurrency fees if used as sidewalk café.)</p>	June 2019	parklet design from the submittals of DASH students. The parklet is currently being evaluated for specific dimensions for pricing. Parklet recommended on 4041 Royal Palm Ave, Tasty's Café.	the Property Management: \$9,000 - \$20,000. Project# 21019: 41 st Street Short Term Improvements from the Mid - Beach Quality of Life fund
			Transportation, Economic Development, Tourism and Culture, Public Works,	Coordinate with FDOT to evaluate the feasibility of parklets along 41 Street	June 2019	Task has not yet commenced	No Funding Needed
				If FDOT approves the concept of parklets: The City would submit sketches for permitting of proposed location	September 2019	Task has not commenced	No Funding Needed
				Permit approval for temporary parklet project	December 2019	Task has not commenced	No Funding Needed
			Tourism and Culture, Public Works, Economic Development,	Implement a low-cost demonstration play zone in either Henry Liebman Square pocket park or adjacent parking spaces	June 2019	Mayors Ad – Hoc 41 st Street Committee recommends a fountain installation at Henry Lieberman Square.	Funding TBD
				Program a temporary artistic installation for 41 st Street that encourages people to explore and hang out in the corridor	May 2019	Letter of Interest to artists for Temporary Artistic Design Installation for the 41 st Street Corridor. Qualification deadline February 28, 2019	\$50,000 41 St Short Term Improvements Capital Project
			Economic Development, Tourism and Culture, Public	Additional sidewalk seating/benches – to be done in conjunction with widening sidewalks	See project #1		

			Works, Transportation				
	4	Shorten Pedestrian Crossing	Transportation	Conduct internal feasibility review.	May 2019	Task has not commenced	No Funding Needed
				If feasible: Given the implications to the typical section of the road in terms of sidewalk width and bike lanes, the project would be designed and constructed as part of the long-term corridor reconfiguration project.	May 2024	Task has not commenced	See Design and Construction Cost for # 1
Make Life More Comfortable – Make walking, biking and spending time on 41 st Street and enjoyable experiences.	5	Provide Shade	Public Works, Transportation Environment and Sustainability,	Planting new shade canopy trees or new shrubbery if independent of a street reconfiguration plan (otherwise planting will occur along with construction.)	September 2019 – Procure enhanced landscape design for proposed new corridor configuration. Using the existing Tree Purchasing Contract; the trees can be ordered and installed within three (3) months of the mentioned assumptions	Planting new canopy/shade trees or new shrubbery in the existing planters is difficult due to the lack of planting soil and the dense overgrown Royal Palm roots. ASSUMPTIONS – adequate planting area is made available and the proposed tree palette is consistent with the Street Tree Master Plan	GO Bond Project #33 Street Tree Master Plan

					and design completion.		
Make Life More Comfortable – Make walking, biking and spending time on 41 st Street and enjoyable experiences.	6	Increase seating	Economic Development, Public Works	See recommendation initiatives #3			
	7	Increase greenery	Public Works, Greenspace, Environment and Sustainability	Reference Recommendation Initiative #5			
	8	Create hangout spots	Economic Development, Tourism Culture	Reference Recommendation Initiative #3			
	9	Calm Traffic	Transportation	Engage data collection consultant to collect spot speed at different sections of the corridor.	April 2019	Task has not commenced	Transportation operating budget \$35,000.00
				Collect Data	June 2019	Task has not yet commenced	No Funding Needed
				Develop internal recommendations to reduce speeds in off peak hours and to address speed differential.	August 2019	Task has not yet commenced	No Funding Needed
				Coordinate with FDOT to include as part of a Push Button Project.	February 2020	Task has not commenced	Seeking FDOT Funding \$40,000

Provide meaningful shade - Protect people from the sun as they walk, bike, or wait for the bus, and provide moments of refuge where people can stop and spend time.	10	Increase tree canopy	Public Works, Environmental Sustainability, Greenspace, Economic Development	Reference Recommendation Initiative #5			
	11	Increase awning coverage	Planning, Economic Development, Property Management, Environmental Sustainability	Develop prototype awing recommendations to facilitate approvals and create a uniform appeal – including outreach to develop consensus	January 2020	Task has not yet commenced	No Funding Needed
				Work with businesses to encourage them to provide awnings attached to their buildings	Ongoing after January 2020	Task has not yet commenced	No Funding Needed
				Identify opportunities to implement micro awnings attached to street poles, furniture, etc.	February 2020	Task has not yet commenced	No funding needed
				Implement micro awnings attached to street poles, furniture, etc.	January 2020	Task has not yet commenced	Funding TBD
	12	Provide shade at bus stops	Transportation	Reference Recommendation Initiatives #21 and #23			

Introduce Human Scale Green - Make 41st Street lush. Human scale vegetation will make 41st feel like a livelier, more relaxing, and comfortable place to be.	13	Utilize hanging plants/vines	Public Works, Planning, Environmental Sustainability	Identify opportunities to install trellises to building façades and other greenery for lush human scale greenspace.	September 2019	Task has not yet commenced	No funding needed
				Implement trellises attached to building façades	TBD	Task has not yet commenced	Funding TBD
	14	Increase tree canopy/Introduce planters	Public Works/ Environmental Sustainability	Reference Recommendation Initiative #5			
				Implement additional tree canopy and planters in curbside	To be completed with project #1		
	15	Create bio-swales and planters that can support climate adaptation and social activity on the street	Environmental Sustainability, Public Works	Reference Recommendation Initiative #5 Bio-swales could be designed and installed in conjunction with widening sidewalks.			

Bridge the Gaps - Make it easier to cross 41st street when walking north-south and make the walk along 41st Street east-west more consistent, connected and seamless.	16	Shorten the crossing distances	Transportation	Reference Recommendation Initiative #4			
	17	Increase pedestrian walk times - Increase time allocated to pedestrians crossing 41st Street	Transportation	Review current signal timing to confirm signals are not programmed to the minimum allowed pedestrian crossing speed (2.5 feet per seconds)	February 2019	Final reviews have been completed and timing analysis has been finalized in draft form. Internal review of alternatives will be conducted to finalize,	No Funding Needed
				Finalize preferred alternative timing analysis	March 2019	Task has not yet commenced	No funding needed
				Prepare report to submit to Miami-Dade County Traffic Signals and Signs for review and approval.	April 2019	Task has not commenced	No Funding Needed
				Implementation of new signal timing	June 2019	Task has not commenced	No funding needed

	18	Remove sidewalk clutter	Public Works, Transportation	Survey each block and identify interim solutions.	Within 60 days	Task has not commenced	No Funding Needed
				Identify short-term items (signs, newspaper racks, sidewalk furniture, etc.)	Within 6 months, or part of reconstruction project or Independently	Task has not commenced	Funding TBD
				Identify long-term items (fire hydrants, street light poles, etc.)	Within 2 years, or part of Initiative #38, or as part of reconstruction project, or independently	Task has not commenced	GO Bond Implementation Project #55 Street Lighting Improvements
	19	Improve pavement quality (Sidewalks)	Public Works	Remove and replace brick pavers and install concrete sidewalks.	April 2024 – This work can be completed during the construction phase of the Widen Sidewalks (Initiative #1)	Initial Project Feasibility discussed with FDOT	To be coordinated with projects Widen Sidewalks (Initiative #1) and Make Designated Bike Lanes (Initiative #2)

	20	Increase mid - Block crossings	Transportation	Engage a consultant to collect pedestrian data including jay walking data	April 2019	Task has not commenced	Data collection cost is included in project # 9
				Review data and conduct internal analysis of additional crossings.	July 2019	Task has not commenced	No Funding Needed
				If additional crossings are warranted: A report will be submitted to Miami Dade County and FDOT for review and approval and the possibility of a JPA will be discussed with FDOT.	September 2019	Task has not commenced	No Funding Needed
				Secure funding for design and construction of the mid-block crossings	October 2019	Task has not commenced	No Funding Needed
				Engage a designer to prepare engineering plans for new midblock signals	November 2019	Task has not commenced	Potential FDOT Funding - \$26,000 per midblock crosswalk
				Design Completion	June 2020	Task has not commenced	No Funding Needed

				Develop JOC Scope and Execute Contract	August 2020	Task has not commenced	\$175,000 per midblock crossing. Potential for FDOT funding.
				Implementation of mid-block crossings.	March 2021	Task has not commenced	No Funding Needed
	21	Protect riders from rain and sun at existing bus stops	Transportation and Planning	Short-term: Conduct internal assessment for installation of shade devices at the bus stops without bus shelters along 41 Street	March 2019	Task has not commenced	No Funding Needed
				Short-term: Engage shade structure contractor	May 2019	Task has not commenced	GO Bond Project #40 41 st Street Corridor \$150,000 (once new permanent bus shelters are deployed in the corridor, these 7 temporary shade devises would be re-deployed elsewhere in the corridor)
				Short-term: Shade structure review and permit approval by the City	June 2019	Task has not commenced	N Funding Needed
				Short-term: Shade structure installation at warranted locations	August 2019	Task has not commenced	No Funding Needed

			Transportation	Long-term: Design of new bus shelters commenced	October 2017	Task commenced in October 2017	No Funding Needed
				Long-term: 100% new bus shelter design plans submitted to City for a review	March 2019	Plans currently at 90% and being advanced to 100	No Funding Needed
				Long-term: 100% design plans approved by the City	June 2019	Task has not commenced	No Funding Needed
				Long-term: RFP to build, operate and maintain issuance approval by the City Commission	July 2019	Task has not commenced	No Funding Needed
				Long-term: RFP advertisement, award, contract negotiations and execution	November 2019	Task has not commenced	No Funding Needed
				Long-term: Installation of new bus shelters along 41 Street (Alton Road to east of Pine Tree Drive)	Given that 41 Street will be under construction, future contractor in coordination with the City will determine if shelters are to be installed prior to 41 Street	Task has not commenced	No Funding Needed

				construction and removed during construction, or installed after construction project is completed. With that said, the earliest implementation would be end of 2020 and latest April of 2025.		
Create World-class Bus Stops - Capitalize on Miami Beach's world class bus ridership numbers and make bus stops places that inspire getting out of one's car and traveling by foot, bike or bus.	22	Provide seating	Transportation	Reference Recommendation Initiative #23		

	23	Leverage bus shelter as places that can also provide neighborhood amenities, such as bike parking, bike pumps, public seating or vending	Transportation, Public Works and Economic Development, Communication	New bus shelter design will provide for seating elements, leaning elements or combination of two. The new contract will allow for both digital and static advertisement on shelters and the City will ensure that certain amount of advertising space is available for the City's purposes. This space will allow the City to share any information of interest. Additionally, shelters of higher ridership will be equipped with smart technology including estimated times of bus arrival.	See project #21		
				Short-term: If warranted install additional u-racks and repair stations next to 41 Street bus shelters at select locations	May 2019	Task has not commenced	No Funding Needed
				Long term: During design and construction of project #1, ensure all amenities are considered and incorporated as part	See timeline for project #1	Task has not commenced	See funding for project #1

				of the roadway design project			
				Long-term: during design phase of project #1, ensure all amenities are considered and incorporated as part of the design.	See timeline for project #1 design (February 2021)	Task has not commenced	No Funding Needed
	24	Create playful branding (at bus stops)	Tourism Culture Communications Transportation	Short Term: Utilize existing Clear Channel display screens (limited times) to display art secured by a Call to Artists Long Term: Install art in conjunction with new bus shelters throughout the corridor of 41 st Street. Highlight community members, activities and festivals at bus stop sitting areas.	January 2020	Task has not yet commenced	\$10,000
Build the Bike Network - Make cycling a viable, safe way to move along 40th, 42nd and 41st streets. Whether one wants to shop, go	25	Create designated bike lanes	Transportation	Reference Recommendation Project #2			
	26	Extend bike lanes through intersections	Transportation	Reference Recommendation Project #2 and #29			

to dinner, take kids to school, or travel to the beach.	27	Light the bike lanes at night	Public Works, Transportation	Short term: explore installation of bike lane lights to delineate the bike lane as part of pilot program in project #2	September 2020	Task has not yet commenced	GO Bond Project #40- Preliminary Estimate \$150,000
				Introduce additional pedestrian-scale lighting to illuminate the bike lane as part of project #38	See project #38		
	28	Create a bike friendly business award	Transportation, Planning, Economic Development, Communications	Develop Award Criteria	April 2019	Task has not yet commenced	No Funding Needed
				Develop Application Package and Program Announcement Package	May 2019	Task has not commenced	No Funding Needed
				Announce the program	June 2019	Task has not commenced	No Funding Needed
				Application due	September 2019	Task has not commenced	No Funding Needed
				Application Evaluation	October 2019	Task has not commenced	No Funding Needed
				Award at Commission Meeting	January 2019	Task has not commenced	No Funding Needed

Build the Bike Network - Make cycling a viable, safe way to move along 40th, 42nd and 41st streets. Whether one wants to shop, go to dinner, take kids to school, or school, or travel to the beach.	29	Make cycling safe on side streets and intersecting roads	Transportation, Police Department	Implementation of Projects in progress along Royal Palm Avenue and Meridian Avenue to improve bicycling on side streets. These were the only projects identified in the Bicycle Pedestrian Master Plan.	February 2020	Projects along Royal Palm Avenue and Meridian Avenue are in design.	\$514,000 Existing capital funding Project #20218 - Nautilus Traffic Calming Phase 1 (which includes the Meridian Avenue Bike Lanes) and Project #20818 - Royal Palm Neighborhood Greenway (\$84,000 for Meridian Avenue and \$430,000 for Royal Palm Greenway)
				Conduct in – house geometric analysis to include bicycle facilities along Chase Avenue and Sheridan Avenue	November 2019	Task has not commenced	No Funding Needed
				Review Integrated Water Management Master plan to determine schedule for construction of Central Bayshore North and Orchard Park Neighborhood Projects	October 2019	Task has not commenced	No Funding Needed

				If found feasible and depending on anticipated timing of Neighborhood Improvement Projects, secure funding for design and implementations of the bicycle facilities	December 2020	Task has not commenced	No Funding Needed
			CIP, Transportation, Police Department	Design and construct the identified bicycle facilities on Chase Avenue and Sheridan Avenue	November 2021	Task has not commenced	Funding TBD
	30	Install bike parking at intersections on side streets	Transportation	Evaluate side streets for need for bike parking installation need as well as availability of RO. Additionally, evaluate dead spots within surface parking lots.	April 2019	Task has not commenced	No Funding Needed
			Transportation	Install bike racks at selected locations	May 2019	Task has not commenced	No Funding Needed
	31	Make space for cyclists on bridge	Transportation	Reference Recommendation Project #2			

Welcome to 41st - Enhance 41st Street's local identity by providing a gateway into Alton Road and Collins Road.	32	Increase public art along the street	Economic Development, Communications, Tourism, Culture	Reference Recommendation Project #3			
	33	Provide playful and clear wayfinding	Communications, Planning, Property Management, Public Works, Tourism and Culture	TBD	TBD		Funding TBD
	34	Calm traffic to a neighborhood speed	Transportation	See Recommendation Initiative #9			
	35	Promote local businesses	Economic Development, Communications	Work with Communication Department about the possibility of a newsletter promoting 41 st Street restaurants and businesses	June 2019	Motion created at the February 14, 2019 41 st Street Committee to find sponsorship for the New Tropic to highlight the 41 st Street Corridor.	No Funding Needed
Take a seat - Make it easier to find a place to rest with others when waiting for the bus, running errands, or strolling after dinner.	36	Add more space for both public and commercial seating	Transportation, Parking, Public Works, Planning	Reference Recommendation Initiative #6 references #3			
	37	Add seating at bus stops	Transportation	Reference Recommendation Project #2			

Light the Night - for people - Create consistent, pedestrian oriented lighting to enhance safety for people walking, riding the bus, or biking along the street at night.	38	Orient lighting to the human scale- Increased lower level lighting, Lighted Road Signage, renewal of public lighting	Public Works, Police Department	Done in conjunction with Street Lighting Master Plan and Smart Lighting Initiative. Lighting redesign can be done during the street widening design implementation	June 2020	Street Lighting Master Plan and Smart Lighting Initiative currently underway.	GO Bond Implementation Project #55 Street Lighting Improvements
	39	Create playful lighting that attracts families and young visitors to use 41st Street after dark	Tourism Culture, Public Works, Police Department Property Management	Create lighting installations in 3-5 locations encouraging people who do not normally visit 41 st Street to walk throughout 41 st Street, to view and engage with the various lighting installations. Serving multiple purposes: provide ambient lighting for safety; provide Instagram Moments (allows patrons to photograph themselves with the installation).	October 2019	Task has not commenced	Funding needed \$25,000 per fixture - \$75,000 to \$125,000 total funding
Create More Invitation for People to Stay - Diversify the kinds of experiences one can have on 41st Street and the spaces that people can spend time in.	40	Provide creative programming	Tourism and Culture/ Economic Development	Explore and solicit a local branding and marketing firms that specializes in creative placemaking and site-specific programming to produce a monthly Community festival on different a side street off of 41 st Street,	January 2020 Celebrating New Year February 2020 Celebrating Love	Task not yet started	Funding Needed: \$10,000 per activation, with live entertainment, children's activities and local food establishments Total funding \$120,000

				starting on the West portion of 41 st Street and continuing East. This will allow attendees to explore different parts of 41 st Street, while allowing different businesses to be showcased and able to take part in the Community Celebrations.	March 2020 Celebrating Spring and new beginnings		
	41	Incentivize business owners to “spill out into the street”	Economic Development, Planning	Reference Recommendation Project #39			
	42	Create spaces that can be taken on different uses	Economic Development, Public Works, Planning	Reference Recommendation Project #1 and Project #3 No Funding Needed			
	43	Increase permits for outdoor drinking;	Public Works , Planning, Economic Development,	Explore possible options to implement sidewalk cafes.	September 2019	Task has not commenced	No Funding Needed
	44	Provide places for children and families to spend time and play	Economic Development, Parks and Recreation, Planning	Reference Recommendation Project #3 and project #33			
	45	Provide places for elderly to spend time on the street	Economic Development, Housing and Community Services, Planning	Reference Recommendation Project #3 and project #33			

Create More Opportunities for People to Connect - Strengthen social resilience by providing people more places to share experiences and spend time.	46	Convert street spaces to people space-increase the number of hangout spots	Economic Development Public Works, Parking	Reference Recommendation Initiative #1, 3, 5, 7 & 42			
	47	Increase people space in front of stores and restaurants	Economic Development , Public Works, Transportation	Reference Recommendation Initiative #3, 5 & 11			
	48	Create invitations for a range of ages and cultural communities	Economic Development , Tourism and Culture Housing and Community Development	Possible outreach effort to this faith network may provide both viable programming spaces and improve engagement to the targeted population. More so, rather than large group programming, a smaller group approach may work best. Mount Sinai Medical Center and Miami Beach Adult Education are area providers that could partner with the City to provide culturally-competent, salient programming.		Partner and collaborate with religious, cultural and community organizations and institutions for general and targeted programming that could include the elderly, youth and mentally and physically disabled within the community	No Funding Needed

Milisits, Mark

Subject: FW: Miami Beach Cinematheque lease

From: MBCinema <mbfilm@bellsouth.net>
Sent: Monday, December 17, 2018 2:58 PM
To: Milisits, Mark <MarkMilisits@miamibeachfl.gov>
Cc: Reddick, Brandi <BrandiReddick@miamibeachfl.gov>; 'Robert Crane' <sobecrane@aol.com>
Subject: Miami Beach Cinematheque lease

Dear Mark:

I am writing to inform you that the Miami Beach Cinematheque has decided not to pursue a long term new lease at our space. As you have been briefed by Brandi, MBC has been in discussion with O Cinema regarding partnering with us on programming and taking over the lease of the space. With MBC's focus on specific projects for the future, and with the changes and questions involved with O Cinema's current spaces, this is a good time to combine forces to continue our common mission of providing independent and art cinema on Miami Beach. As you know MBC invested close to a half million dollars to build the current space through donated funds, and we are very happy that O Cinema is interested in retaining the legacy and momentum that we have built, but also in retaining the O Cinema presence in this area. If this arrangement can work out it would be a "win win" situation for everyone involved - MBC, O Cinema, the City of Miami Beach and the public. An important and beloved cultural anchor on Washington Avenue would be retained, where it is needed.

In the interim, while the details of this arrangement are being explored with O Cinema and between them and CMB, MBC would like to remain in the space on a month-to-month basis starting in March. To do so, we would find it acceptable to pay half the current monthly rent, an amount equivalent to the rent paid by the LGBTQ Chamber, our non-profit neighbor across the hall which has comparable square footage. They have benefitted from this lower rent for years in an arrangement made with the City.

We look forward to hearing from you.

Dana Keith

Miami Beach Cinematheque



February 4, 2019

Mark M. Milisits, RPA, Division Director
Tourism, Culture & Economic Development
Office of Real Estate
1755 Meridian Avenue, Suite 300
Miami Beach, FL 33139

Dear Mark,

It was a pleasure meeting with you and Kathie on Jan 4 of this years to discuss the future of the Miami Beach Cinematheque (operated by the Miami Beach Film Society) and the possibility of O Cinema operating it going forward. Thank you for a productive discussion and for making time to meet with us.

We believe the Miami Beach Cinematheque is a vital asset in the community for residents and visitors alike. As one of the only cultural organization along the Washington Avenue corridor, the Cinematheque holds a special place in the district by presenting year-round evening program that offers an alternative to the areas existing nightlife offerings. Despite a stellar programmatic history, the Cinematheque has endured some difficult challenges recently- including the loss of a major donor and unsustainable operating costs- and has decided it cannot continue operations of the facility.

We do not want to see this vital cultural asset vanish and we believe that we are uniquely suited to build upon its legacy and ensure that it can continue serving the community.

It is important to note that the operation and programming of the space do not come without its challenges. The Miami Beach Cinematheque is a single-screen facility that does not have industry-standard DCP projection and is situated less than a mile from the Regal South Beach 18. These factors, coupled with this particular juncture in South Beach's history, will require significant efforts to reimagine the space and its programming and draw new audiences. However, we are confident that with time, our strong brand-identity and our unique and engaging approach to programming and collaborations we can continue to serve the community in new and exciting ways- creating a high-caliber, affordable, cultural offering that is accessible for all.

We have come to an agreement with the Miami Beach Film Society that will allow for a seamless transition. However, for us to ensure the theater continues and is successful we respectfully must ask the city for the following support:

- Elimination of Rent
- Elimination of Common Area Maintenance costs
- A Nine (9) Year Lease Term with an option to renew.
- Use of the adjacent courtyard (at no cost) for outdoor tables, chairs, and events.

- Signage on the Eastern and Southern Facades of the building
(placement and style suggestions submitted via email)
- Exterior Illuminated Poster Stands
(placement and style suggestions submitted via email)
- Two Parking spaces in the adjacent Parking Garage

While we believe the most important public benefit is the continuous operation and programming of the facility for residents and visitors alike. We will additionally offer the following:

- Provide Miami Beach residents with discounted-quality cinematic offerings (20% discount) at least 12 times per year, for a minimum of one film screening per month;
- Present an annual event, “Celebrate Miami Beach,” highlighting Miami Beach's culture and history, including a film screening, post-film discussion, and reception, all provided with free admission for the community.
- Provide no less than 100 free and/or discounted tickets offered annually through the Miami-Dade County Golden Ticket program for seniors ages 62 and over
- Provide no less than 100 free and/or discounted tickets offered annually through the Miami-Dade County Culture Shock \$5 ticket program for youth ages 13-22 to select films and events.


Additionally, we should note that we will be working alongside the Miami Beach Film Society to continue some of their valuable programs and community partnerships while embarking on new initiatives to reinvigorate the space.

We are eager to shepherd

Thank you for your consideration.

Best,

 Vivian Marthell
 Co-Director


 Kareem Tabsch
 Co-Director