MIAMIBEACH

**Commission Meeting / Special Commission Meeting**
**City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive**
**July 31, 2019 - 11:00 AM**

Mayor Dan Gelber
Commissioner John Elizabeth Aleman
Commissioner Ricky Arriola
Commissioner Michael Gongora
Commissioner Joy Malakoff
Commissioner Mark Samuelian
Commissioner Micky Steinberg

City Manager Jimmy L. Morales
City Attorney Raul J. Aguila
City Clerk Rafael E. Granado

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**ATTENTION ALL LOBBYISTS**

**Chapter 2, Article VII, Division 3 of the City Code of Miami Beach, entitled "Lobbyists," requires the registration of all lobbyists with the Office of the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the Office of the City Clerk. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.**

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select option 6; TTY users may call via 711 (Florida Relay Service).

In order to ensure adequate public consideration, if necessary, the Mayor and City Commission may move any agenda item to an alternate meeting. In addition, the Mayor and City Commission may, at their discretion, adjourn the Commission Meeting without reaching all agenda items.

## AGENDA KEY

Consent Agenda:
C2 - Competitive Bid Reports
C4 - Commission Committee Assignments
C6 - Commission Committee Reports
C7 - Resolutions

Regular Agenda:
R2 - Competitive Bid Reports
R5 - Ordinances
R7 - Resolutions
R9 - New Businesses & Commission Requests
R10 - City Attorney Reports

PA - Presentations and Awards

## AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE

## CONSENT AGENDA

### C2 - Competitive Bid Reports

C2 A REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSALS (RFP) NO. 2019-306-KB, FOR A REVENUE SHARING AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF BUS SHELTERS.

Transportation/Procurement

### C4 - Committee Assignments

C4 A REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE TO EXPLORE INCREASED FUNDING FOR HOUSING FOR THE MOST VULNERABLE WHO ARE HOMELESS OR LIKELY TO BECOME HOMELESS.

Commissioner Mark Samuelian

C4 B REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE AND THE BUDGET ADVISORY COMMITTEE TO EXPLORE IMPROVING CITY CAPITAL ASSET CONDITIONS (E.G., STREETS, SIDEWALKS, BUILDINGS) BY INCREASING ANNUAL FUNDING FOR PAY-AS-YOU-GO (PAYGO) FUND.

Commissioner Mark Samuelian

C4 C REFERRAL TO THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE OF THE FIVE (5) MOTIONS FROM THE MAYOR'S 41ST STREET BLUE RIBBON COMMITTEE MADE ON MAY 15, 2019.

Economic Development

Commissioner Mark Samuelian

C4 D REFERRAL TO THE SUSTAINABILITY AND RESILIENCY COMMITTEE - DISCUSSION PERTAINING TO AMENDMENTS TO THE CITY CODE REGARDING POTENTIAL REQUIREMENTS FOR HIGHER ELEVATION FOR NEW COMMERCIAL CONSTRUCTION THAT IS VULNERABLE TO FLOODING.

Planning

Commissioner Aleman

### C6 - Commission Committee Reports

C6 A REPORT OF THE JUNE 28, 2019 FINANCE AND CITYWIDE PROJECTS COMMITTEE MEETING: 1. DISCUSSION REGARDING A WATERLESS CARWASH RFP AT GARAGES-UPDATE. 2. DISCUSSION REGARDING THE ANNEXATION OF NORTH BAY VILLAGE, AND TO REVIEW PROPERTY TAXES, ECONOMIC IMPACT, AND VALUE. 3. 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. 4. DISCUSSION REGARDING THE BUDGET ADVISORY COMMITTEE MOTION THAT THE CITY OF MIAMI BEACH COMPLETE A FACILITY CONDITION ASSESSMENT. 5. DISCUSS THE IMPLEMENTATION OF THE MOTION MADE ON APRIL 5 BY THE HISPANIC AFFAIRS COMMITTEE. 6. DISCUSS A COMPOSTING PROGRAM IN NORTH BEACH SIMILAR TO THE PROGRAM AT THE MIAMI BEACH BOTANICAL

GARDEN. 7. DISCUSS HERITAGE TREE DESIGNATION, AWARENESS CAMPAIGN AND INCENTIVE PROGRAM. 8. DISCUSSION REGARDING A CELEBRITY BEACH SOCCER MATCH BENEFITING BEST BUDDIES ON NOVEMBER 23, 2019 REGARDING CITY PERMITTING AND FEES. 9. DISCUSS A PROPOSAL TO ESTABLISH A MONUMENT OR COMMEMORATIVE PLAQUE AT THE RAINBOW CROSSWALK LOCATED AT 12TH STREET AND OCEAN DRIVE. 10. DISCUSSION REGARDING CAPITAL APPROPRIATIONS FOR THE PROPERTY MANAGEMENT EMERGENCY GENERATOR. 11. DISCUSSION REGARDING THE INITIAL FUNDING FOR UNDERGROUNDING OF UTILITIES IN THE CITY OF MIAMI BEACH. 12. DISCUSS THE RENEWAL OF THE AGREEMENT WITH THE FRANCHISE WASTE CONTRACTORS. 13. DISCUSS THE MAY 21, 2019 YOUTH COMMISSION MOTION OF PARTICIPATING IN THE LEGISLATIVE ACTION DAYS YOUTH COUNCIL. 14. DISCUSSION REGARDING A BIOSWALE PILOT PROJECT FOR 59TH STREET WEST OF ALTON ROAD. 15. DISCUSSION TO REVIEW THE MAYOR'S PANEL ON OCEAN DRIVE, SAFETY, SECURITY, AND INFRASTRUCTURE SUBCOMMITTEE'S MOTION FOR A SECRET SHOPPER PROGRAM AS AN INVESTIGATIVE TOOL. 16. DISCUSSION REGARDING ZERO BASED BUDGET (ZBB) EXERCISE FOR SANITATION. 17. DISCUSSION TO EXAMINE THE SCOPE AND FUNDING OPTIONS FOR THE 72ND STREET PROJECT. 18. DISCUSSION TO REVIEW THE CITY'S FORTHCOMING STORMWATER MANAGEMENT BUDGET AS WELL AS RELATED UTILITIES, ABOVE GROUND, AND OTHER ASSOCIATED COSTS. 19. DISCUSSION REGARDING APPROPRIATING SERIES 2017 STORMWATER BOND PROCEEDS AND SERIES 2017 WATER AND SEWER BOND PROCEEDS TO NORTH BEACH TOWN CENTER. 20. DISCUSSION ON UPDATING MINIMUM WAGES ON CITY FUNDED CONSTRUCTION CONTRACTS. 21. DISCUSSION REGARDING CREATING A CONNECTION BETWEEN OCEAN DRIVE AND LINCOLN ROAD THROUGH ESPANOLA WAY. 22. DISCUSSION REGARDING THE LOCATION OF A STORAGE FACILITY AND NEW RESTROOMS FOR SOUNDSCAPE PARK. 23. DISCUSSION REGARDING VACATING A PORTION OF OCEAN COURT BETWEEN THE CLEVELANDER AND ESSEX HOTELS IN FAVOR OF THE JESTA GROUP PURSUANT TO SECTION 82-37 OF THE CITY CODE TO ENABLE A PEDESTRIAN BRIDGE TO LINK BOTH PROPERTIES. 24. DISCUSSION REGARDING THE REVIEW OF THE JULIA TUTTLE BUS RAPID TRANSIT DEMONSTRATION PROJECT. 25. UPDATE ON THE PROGRESS OF THE TRAFFIC MITIGATION STRATEGY TO HELP REDUCE TRAFFIC IMPACTS OF THE CONNECTING MIAMI CONSTRUCTION PROJECT. 26. DISCUSSION PERTAINING TO A FUTURE PLAN FOR THE PARKING LOT ON THE NORTH SIDE OF 75TH STREET BETWEEN COLLINS AVENUE AND OCEAN TERRACE. 27. UPDATE ON FDOT AND CITY CONSTRUCTION PROJECTS AND TRAFFIC MITIGATION STRATEGIES. 28. DISCUSSION REGARDING ESTABLISHING A HISTORIC PRESERVATION FUND. 29. DISCUSSION REGARDING BENCHMARKING OF IMPACT FEES. 30. DISCUSSION ON MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION AND ITS FINANCIAL CONDITION. 31. DISCUSSION REGARDING THE BIGBELLY PROGRAM AND POTENTIAL WAYS TO SUBSIDIZE ITS COSTS.

Finance

## C7 - Resolutions

C7 A A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATION OF FUNDING, IN THE APPROXIMATE AMOUNT OF $8,241,507, FROM FLORIDA DEPARTMENT OF TRANSPORTATION FOR ROADWAY AND DRAINAGE IMPROVEMENTS ON S.R. A1A/INDIAN CREEK DRIVE, FROM 25TH TO 41ST STREET; FURTHER AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS IN CONNECTION WITH THE AFORESTATED FUNDS, INCLUDING FUNDING AGREEMENTS AND AUDITS; AND FURTHER AUTHORING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL NECESSARY ACTIONS RELATED TO THESE FUNDS.

Grants Management

Supplemental updated on 7/26/2019;
Supplemental updated on 7/29/2019

C7 B A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, TO AUTHORIZE NEGOTIATIONS RELATING TO REQUEST FOR QUALIFICATIONS NO. 2019-208-ND, FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR A NEW FIRE STATION NUMBER 1 FACILITY; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH WANNEMACHER JENSEN ARCHITECTS, INC., AS THE TOP RANKED PROPOSER; FURTHER, IF THE ADMINISTRATION IS NOT SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH WANNEMACHER JENSEN ARCHITECTS, INC., AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH ARCHITECTS DESIGN GROUP, AS THE SECOND RANKED PROPOSER; FURTHER, IF THE ADMINISTRATION IS NOT SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH ARCHITECTS DESIGN GROUP, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE GALANTE ARCHITECTURE STUDIO, INC., AS THE THIRD RANKED PROPOSER; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

Office of Capital Improvement
Projects/Procurement

C7 C A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2019-234-ND, FOR A LAND USE, MOBILITY AND ECONOMIC DEVELOPMENT STUDY OF THE ENTERTAINMENT DISTRICT; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH ZYSCOVICH, INC., AS THE TOP RANKED PROPOSER; FURTHER IF THE ADMINISTRATION IS NOT SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH ZYSCOVICH, INC., AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH BUSINESSFLARE, LLC, AS THE SECOND RANKED PROPOSER; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

Economic Development/Procurement

C7 D A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, RELATING TO INVITATION TO BID NO. 2019-231-KB, FOR INDIAN CREEK PHASE III IMPROVEMENTS FROM 25TH TO 41ST STREET (THE "PROJECT"); APPROVING THE AWARD OF A CONSTRUCTION CONTRACT TO RIC-MAN CONSTRUCTION FLORIDA, INC., THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER, IN AN AMOUNT NOT TO EXCEED $13,636,984.00; FURTHER, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND FINALIZE A SECOND AMENDMENT TO THE CITY'S DEPARTMENT FUNDED AGREEMENT ("DFA") WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), WITH RESPECT TO THE SHARING OF COSTS FOR THE SCOPE OF WORK AWARDED FOR THE PROJECT ("SECOND AMENDMENT"), AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SECOND AMENDMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION AND FORM APPROVAL BY THE CITY ATTORNEY; FURTHER, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT WITH RIC-MAN CONSTRUCTION FLORIDA, INC., CONTINGENT UPON CITY'S RECEIPT OF A WRITTEN COMMITMENT FROM FDOT WITH RESPECT TO THE COST SHARE FOR THE SECOND AMENDMENT.

Public Works/Procurement

Supplemental updated on 7/26/2019

C7 E A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2019-122-WG, FOR SPONSORSHIP AND NAMING RIGHTS CONSULTING SERVICES.

Marketing and Communications/Procurement

C7 F A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND ENDORSING A SISTER CITY AFFILIATION WITH THE CITY OF CASCAIS, PORTUGAL.

Office of the City Manager

Supplemental updated on 7/26/2019

C7 G A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATIONS OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE, AT ITS JUNE 28, 2019 MEETING, TO ORGANIZE A RESTAURANT CRAWL IN CONJUNCTION WITH NORTH BAY VILLAGE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE PRISM MUSIC GROUP, INC. FOR THE IMPLEMENTATION OF THE EVENT IN THE AMOUNT NOT TO EXCEED $20,000.

Economic Development

Vice-Mayor Ricky Arriola

Supplemental updated on 7/29/2019

C7 H A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE STATEWIDE MUTUAL AID AGREEMENT WHICH EMPOWERS THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, AND PARTICIPATING POLITICAL SUBDIVISIONS, TO COORDINATE AND PROVIDE RECIPROCAL EMERGENCY AID AND ASSISTANCE IN THE EVENT OF A DISASTER OR EMERGENCY.

Emergency Management

C7 I A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE AT ITS JUNE 28, 2019 MEETING TO AUTHORIZE THE CITY ADMINISTRATION TO WORK WITH THE HISPANIC AFFAIRS COMMITTEE TO CREATE TWO HISTORICAL ARCHIVES VIDEOS TO BE AIRED ON MBTV 77 DURING HISPANIC HERITAGE MONTH IN 2019, AND YEARLY THEREAFTER.

Marketing and Communications

Commissioner Samuelian & Co-sponsored by Commissioner Gongora

C7 J A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH, ON BEHALF OF THE MIAMI BEACH POLICE DEPARTMENT, AND THE PINELLAS COUNTY SHERIFF'S OFFICE, FLORIDA, TO PROVIDE CERTAIN MIAMI BEACH POLICE DEPARTMENT OFFICERS TRAINING AND ACCESS TO FLORIDA'S FACIAL RECOGNITION NETWORK, WHICH WILL AID IN THE IDENTIFICATION OF MISSING PERSONS AND CRIMINAL SUSPECTS.

Police

C7 K A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI

BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE AT ITS FEBRUARY 22, 2019 MEETING, AND ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE AT ITS MAY 20, 2019 MEETING, AND ALLOCATING AND AUTHORIZING THE CITY MANAGER TO USE GENERAL FUND CONTINGENCY FUNDS, IN THE TOTAL NOT-TO-EXCEED AMOUNT OF $30,000 FOR FY 2018-19, AND $30,000 FOR FY 2019-20, TO PROCEED WITH THE APPLICATION PROCESS AND INSTALLATION OF STATE HISTORICAL MARKERS FOR EIGHTEEN (18) SITES THROUGHOUT THE CITY.

Planning

Commissioners John Elizabeth Aleman and
Mark Samuelian

C7 L A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 2 TO THE COLLABORATION, FUNDING AND MANAGEMENT AGREEMENT BETWEEN THE CITY AND THE SABRINA COHEN FOUNDATION, INC. FOR AN ADAPTIVE RECREATION CENTER, WITH SUCH AMENDMENT NO. 2 EXTENDING THE FUNDRAISING SCHEDULE AND DEADLINES IN SECTION 7.1.B OF THE AGREEMENT BY TWELVE (12) MONTHS, IN ORDER TO PROVIDE THE FOUNDATION WITH ADDITIONAL TIME TO RAISE DONATIONS FOR THE DESIGN AND CONSTRUCTION OF THE ADAPTIVE RECREATION CENTER.

Parks and Recreation

Commissioner Joy Malakoff

C7 M A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE AT ITS JULY 19, 2019 MEETING, TO AMEND THE PILOT AGREEMENT WITH VAN DAALEN TENNIS, LLC (CONTRACTOR) TO PROVIDE PROGRAMMING AT THE CITY'S MIAMI BEACH TENNIS CENTER; SAID AMENDMENT TRANSFERRING, FROM THE CITY TO CONTRACTOR, THE RESPONSIBILITY FOR PAYMENT OF OPERATIONAL AND PERSONNEL EXPENSES AT THE CENTER.

Parks and Recreation

C7 N A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE, AT ITS JULY 23, 2019 MEETING, TO APPROVE THE INSTALLATION OF A COMMEMORATIVE PLAQUE NEAR THE 3RD STREET BEACH ACCESS POINT AND ADJACENT TO MARJORY STONEMAN DOUGLAS OCEAN BEACH PARK IN HONOR OF MARIAN DEL VECCHIO, AND SETTING A PUBLIC HEARING FOR SEPTEMBER 11, 2019 PURSUANT TO SECTION 82-504 OF THE CITY CODE TO CONSIDER THE INSTALLATION OF THE COMMEMORATIVE PLAQUE, AND DIRECTING THE CITY CLERK TO PUBLISH THE APPROPRIATE PUBLIC NOTICE.

Parks and Recreation

All Members of Commission

C7 O A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FINDING THAT THE INTERSECTION OF 41ST STREET AND JEFFERSON AVENUE SHOULD BE DESIGNATED AS AN OFFICIAL STUDENT CROSSING AND ACCORDINGLY: (1) REQUESTING THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY DESIGNATE THE 41ST STREET AND JEFFERSON AVENUE INTERSECTION AS AN OFFICIAL STUDENT CROSSING AND AS PART OF A SAFE ROUTE TO SCHOOL; AND (2) URGING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO IMPLEMENT A SIGNALIZED CROSSING FOR THIS INTERSECTION TO ENHANCE STUDENT AND GENERAL PEDESTRIAN SAFETY.

## REGULAR AGENDA

### R5 - Ordinances

R5 A HEIGHT INCREASE FOR GROUND LEVEL ADDITIONS ON OCEANFRONT LOTS IN THE ARCHITECTURAL DISTRICT
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," BY AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, ENTITLED "DISTRICT REGULATIONS," DIVISION 3, ENTITLED "RESIDENTIAL MULTIFAMILY DISTRICTS," SUBDIVISION V, ENTITLED "RM-3 RESIDENTIAL MULTIFAMILY, HIGH INTENSITY," BY AMENDING SECTION 142-246, ENTITLED "DEVELOPMENT REGULATIONS AND AREA REQUIREMENTS," TO INCREASE THE HEIGHT LIMIT FOR GROUND FLOOR ADDITIONS MEETING CERTAIN REQUIREMENTS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

**11:05 a.m. Second Reading Public Hearing** — Planning

First Reading on July 17, 2019 - R5 N — Vice-Mayor Ricky Arriola and Co-Sponsored by Commissioners John Elizabeth Aleman and Joy Malakoff

R5 B ACCESSORY DWELLING UNITS (ADU) - COMPREHENSIVE PLAN AMENDMENT
AN ORDINANCE AMENDING THE CITY OF MIAMI BEACH YEAR 2025 COMPREHENSIVE PLAN, BY AMENDING CHAPTER 1, ENTITLED "FUTURE LAND USE ELEMENT"; OBJECTIVE 1, ENTITLED "LAND DEVELOPMENT REGULATIONS," AT POLICY 1.2, "SINGLE FAMILY RESIDENTIAL CATEGORY (RS)," TO ALLOW FOR ACCESSORY AND CONDITIONAL USES AS PROVIDED FOR IN THE LAND DEVELOPMENT REGULATIONS AND TO PROVIDE THAT ACCESSORY DWELLING UNITS DO NOT COUNT TOWARDS MAXIMUM DENSITY LIMITS; AND AMENDING CHAPTER 3, ENTITLED "HOUSING ELEMENT," OBJECTIVE 1, ENTITLED "CREATION AND/OR PRESERVATION OF AFFORDABLE HOUSING" AND "OBJECTIVE 3," ENTITLED "ADEQUATE SITES AND DISTRIBUTION OF HOUSING FOR VERY LOW TO MODERATE-INCOME HOUSEHOLDS; AND ADEQUATE SITES FOR MOBILE AND MANUFACTURED HOMES," TO PROVIDE FOR THE DEVELOPMENT OF ACCESSORY DWELLING UNITS IN ORDER TO ENCOURAGE THE DEVELOPMENT OF HOUSING AT AN ATTAINABLE RATE; AND PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

**11:10 a.m. Second Reading Public Hearing** — Planning

Continued from July 17, 2019 - R5 A — Vice-Mayor Ricky Arriola

R5 C ACCESSORY DWELLING UNITS (ADU) - LAND DEVELOPMENT REGULATIONS
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," BY AMENDING CHAPTER 114 OF THE CITY CODE, ENTITLED "GENERAL PROVISIONS," SECTION 114-1, ENTITLED "DEFINITIONS," TO ESTABLISH A DEFINITION FOR "ACCESSORY DWELLING UNIT" AND REMOVE THE DEFINITION OF "GUEST/SERVANTS QUARTERS"; AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," DIVISION 2, ENTITLED "ACCESSORY USES," SECTION 142-905, ENTITLED "PERMITTED ACCESSORY USES IN SINGLE-FAMILY DISTRICTS," TO REPLACE GUEST/SERVANTS QUARTERS WITH ACCESSORY DWELLING UNIT AS AN ALLOWABLE ACCESSORY USE FOR SINGLE-FAMILY DISTRICTS, AND PROVIDE STANDARDS FOR THEIR DEVELOPMENT AND LEASING; AND AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND

REGULATIONS," ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," DIVISION 4, ENTITLED "SUPPLEMENTARY YARD REGULATIONS," SECTION 142-1132, ENTITLED "ALLOWABLE ENCROACHMENTS WITHIN REQUIRED YARDS," TO ALLOW FOR ACCESSORY DWELLING UNITS AS AN ALLOWABLE USE IN ACCESSORY BUILDINGS AND MODIFY THE MEASUREMENT OF HEIGHT FOR ACCESSORY BUILDINGS; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

**11:15 a.m. Second Reading Public Hearing** — Vice-Mayor Ricky Arriola

Continued from July 17, 2019 - R5 B — Planning

Supplemental updated on 7/29/2019

R5 D TC-C DISTRICT CO-LIVING UNIT DENSITY CALCULATIONS COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING THE CITY OF MIAMI BEACH YEAR 2025 COMPREHENSIVE PLAN, BY AMENDING CHAPTER 1, ENTITLED "FUTURE LAND USE ELEMENT"; OBJECTIVE 1, ENTITLED "LAND DEVELOPMENT REGULATIONS," AT POLICY 1.2, "TOWN CENTER - CENTRAL CORE CATEGORY (TC-C)," TO MODIFY HOW CO-LIVING UNITS AFFECT MAXIMUM DENSITY CALCULATIONS; AND AMENDING CHAPTER 3, ENTITLED "HOUSING ELEMENT," OBJECTIVE 1, ENTITLED "CREATION AND/OR PRESERVATION OF AFFORDABLE HOUSING" TO PROVIDE FOR THE DEVELOPMENT OF CO-LIVING UNITS IN ORDER TO ENCOURAGE THE DEVELOPMENT OF HOUSING AT AN ATTAINABLE RATE; AND PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

**11:20 a.m. Second Reading Public Hearing** — Planning

Continued from July 17, 2019 - R5 G — Commissioner John Elizabeth Aleman

R5 E TC-C DISTRICT CO-LIVING UNIT DENSITY CALCULATIONS LAND DEVELOPMENT REGULATIONS

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," BY AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, ENTITLED "DISTRICT REGULATIONS," DIVISION 21, ENTITLED "TOWN CENTER-CENTRAL CORE (TC-C) DISTRICT," TO MODIFY HOW THE MAXIMUM NUMBER OF CO-LIVING UNITS IS CALCULATED, MODIFY THE MAXIMUM NUMBER OF CO-LIVING UNITS, AND MODIFY HOW CO-LIVING UNITS AFFECT MAXIMUM DENSITY CALCULATIONS; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

**11:25 a.m. Second Reading Public Hearing** — Planning

Continued from July 17, 2019 - R5 H — Commissioner John Elizabeth Aleman

R5 F PORTION OF OCEAN TERRACE, 74TH STREET AND 75TH STREET RIGHTS OF WAY - COMPREHENSIVE PLAN

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY OF MIAMI BEACH 2025 COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE CATEGORY PURSUANT TO SECTION 118-166 OF THE CITY CODE, AND PURSUANT TO SECTIONS 163.3181 AND SECTION 163.3187, FLORIDA STATUTES, BY CHANGING THE FUTURE LAND USE DESIGNATION FOR A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE OCEAN TERRACE RIGHT OF WAY (BETWEEN THE CENTERLINE OF 74TH STREET AND THE NORTHERN RIGHT OF WAY LINE OF 75TH STREET AS SHOWN ON THE PLAT OF THE TOWNSITE OF HARDING, RECORDED IN PLAT BOOK 34, PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY), AND

LOCATED IN THE 75TH STREET RIGHT OF WAY BETWEEN OCEAN TERRACE AND COLLINS AVENUE, AND WHICH IS COMPRISED OF LESS THAN 10 ACRES, FROM THE CURRENT DESIGNATIONS OF PF, "PUBLIC FACILITY," AND ROS, "RECREATION AND OPEN SPACE," TO THE FUTURE LAND USE CATEGORIES OF CD-2, "COMMERCIAL MEDIUM INTENSITY," AND MXE, "MIXED-USE ENTERTAINMENT"; AND PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

**11:30 a.m. Second Reading Public Hearing** Planning

Continued from July 17, 2019 - R5 I Vice-Mayor Ricky Arriola

R5 G PORTION OF OCEAN TERRACE, 74TH STREET AND 75TH STREET RIGHTS OF WAY - ZONING DISTRICT CHANGE

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING DISTRICT MAP, CONSISTENT WITH THE REQUIREMENTS OF CITY CODE SECTION 142-72, "DISTRICT MAP," AND PURSUANT TO CITY CODE SECTION 118-162, "PETITIONS FOR CHANGES AND AMENDMENTS," BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE OCEAN TERRACE RIGHT OF WAY (BETWEEN THE CENTERLINE OF 74TH STREET AND THE NORTHERN RIGHT OF WAY LINE OF 75TH STREET AS SHOWN ON THE PLAT OF THE TOWNSITE OF HARDING, RECORDED IN PLAT BOOK 34, PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY), AND LOCATED IN THE 75TH STREET RIGHT OF WAY BETWEEN OCEAN TERRACE AND COLLINS AVENUE, AND WHICH IS COMPRISED OF LESS THAN 10 ACRES, FROM THE CURRENT ZONING CLASSIFICATION OF GU, "GOVERNMENT USE DISTRICT," TO CD-2, "COMMERCIAL MEDIUM INTENSITY DISTRICT," AND MXE, "MIXED-USE ENTERTAINMENT," AND EXTENDING THE BOUNDARY OF THE OCEAN TERRACE OVERLAY ZONE TO ENCOMPASS SAID PARCEL OF LAND; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

**11:35 a.m. Second Reading Public Hearing** Planning

Continued from July 17, 2019 - R5 J Vice-Mayor Ricky Arriola

R5 H CCC CIVIC & CONVENTION CENTER DISTRICT HOTEL SETBACK REGULATIONS & MECHANICAL PARKING

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," BY AMENDING CHAPTER 142 OF THE CITY CODE, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, ENTITLED, "DISTRICT REGULATIONS," DIVISION 7, ENTITLED "CCC CONVENTION CENTER DISTRICT," SECTION 142-366, ENTITLED "SETBACK REQUIREMENTS," TO MODIFY THE DEVELOPMENT REGULATIONS PERTAINING TO SETBACK REQUIREMENTS TO ACCOMMODATE THE DEVELOPMENT OF A CONVENTION HOTEL; BY AMENDING CHAPTER 130 OF THE CITY CODE, ENTITLED "OFF-STREET PARKING," ARTICLE II, ENTITLED "DISTRICTS; REQUIREMENTS," SECTION 130-38, ENTITLED "MECHANICAL AND ROBOTIC PARKING SYSTEMS," TO CREATE AN EXEMPTION FROM PLANNING BOARD REVIEW, IN ORDER TO ALLOW MECHANICAL PARKING IN THE CCC CIVIC & CONVENTION CENTER DISTRICT; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

**11:55 a.m. Second Reading Public Hearing** Planning

First Reading on July 17, 2019 - R5 O Mayor Dan Gelber

R5 I AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 46 OF THE CITY CODE, ENTITLED "ENVIRONMENT," BY AMENDING ARTICLE IV, ENTITLED "NOISE," BY AMENDING

SECTION 46-152, ENTITLED "NOISES; UNNECESSARY AND EXCESSIVE PROHIBITED," BY AMENDING THE HOURS PROHIBITING POWER TOOLS AND LANDSCAPING EQUIPMENT; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

**First Reading** Code Compliance

Deferred from July 17, 2019 - R5 S Commissioners Mark Samuelian & Michael Gongora

R5 J AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE MIAMI BEACH CITY CODE, ENTITLED "ADMINISTRATION," BY AMENDING ARTICLE IV, ENTITLED "OFFICERS AND EMPLOYEES," BY AMENDING SECTION 2-191, ENTITLED "ENUMERATION OF ORGANIZATIONAL UNITS," BY AMENDING SUBSECTIONS (G), (I), (Q), AND (R) THEREOF TO REPLACE THE NAME OF "DEPARTMENT OF EMERGENCY MANAGEMENT" WITH THE "PROPERTY MANAGEMENT DEPARTMENT," TO CHANGE THE NAME OF THE "TRANSPORTATION DEPARTMENT" TO THE "TRANSPORTATION AND MOBILITY DEPARTMENT," TO CHANGE THE NAME OF "OFFICE OF COMMUNICATIONS" TO THE "OFFICE OF MARKETING AND COMMUNICATIONS," AND TO CHANGE THE NAME OF "OFFICE OF BUDGET AND PERFORMANCE IMPROVEMENT" TO THE "OFFICE OF MANAGEMENT AND BUDGET"; AND FURTHER AMENDING SECTION 2-191 BY CREATING SUBSECTIONS (Y) AND (Z) TO ADD THE "OFFICE OF INSPECTOR GENERAL" AND THE "FLEET MANAGEMENT DEPARTMENT"; AND, PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

**First Reading** Human Resources

Deferred from June 5, 2019 - R5 P Vice-Mayor Ricky Arriola

R5 K EVALUATION AND APPRAISAL REVIEW - COMPREHENSIVE PLAN AMENDMENTS
AN ORDINANCE AMENDING THE CITY OF MIAMI BEACH YEAR 2025 COMPREHENSIVE PLAN, PURSUANT TO THE STATE COORDINATED REVIEW PROCESS OF SECTION 163.3184(4) AND (11), FLORIDA STATUTES, BY AMENDING GOALS, OBJECTIVES, POLICIES, AND DOCUMENT TITLES OF THE COMPREHENSIVE PLAN, INCLUDING THE FOLLOWING ELEMENTS: FUTURE LAND USE, TRANSPORTATION, HOUSING, PUBLIC SCHOOLS FACILITIES, INFRASTRUCTURE, RECREATION AND OPEN SPACE, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENTS PROGRAM, AND HISTORIC PRESERVATION; ESTABLISHING A NEW RESILIENCY AND SUSTAINABILITY ELEMENT THAT INCORPORATES THE CONSERVATION AND COASTAL ZONE MANAGEMENT GOALS, OBJECTIVES, AND POLICIES REQUIRED BY SECTION 163.3177, FLORIDA STATUTES; DELETING THE CONSERVATION/COASTAL ZONE MANAGEMENT ELEMENT; AND, PURSUANT TO FLORIDA ADMINISTRATIVE CODE RULE 73C-49 AND SECTION 163.3191, FLORIDA STATUTES, ENTITLED “EVALUATION AND APPRAISAL OF COMPREHENSIVE PLAN,” INCORPORATING NECESSARY AMENDMENTS REFLECTING CHANGES IN STATE REQUIREMENTS, AND UPDATING THE COMPREHENSIVE PLAN BASED ON CHANGES IN LOCAL CONDITIONS SINCE THE LAST UPDATE BASED ON THE EVALUATION AND APPRAISAL REPORT UPDATE ADOPTED ON APRIL 13, 2011; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

**First Reading** Planning

Commissioner John Elizabeth Aleman

## R7 - Resolutions

R7 A 1. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, TO CONSIDER APPROVAL, FOLLOWING SECOND READING/PUBLIC

HEARING, OF A DEVELOPMENT AGREEMENT AS AUTHORIZED UNDER SECTION 118-4 OF THE CITY CODE, AND SECTIONS 163.3220 – 163.3243, FLORIDA STATUTES, BETWEEN THE CITY AND 7400 OCEAN TERRACE, LLC, 7410 OCEAN TERRACE, LLC, 7420 OCEAN TERRACE INVESTMENT, LLC, 7436 OCEAN TERRACE, LLC, 7450 OCEAN TERRACE, LLC, 7441 COLLINS AVENUE INVESTMENT, LLC, 7439 COLLINS AVENUE INVESTMENT, LLC, 7433 COLLINS AVENUE INVESTMENT, LLC, 7421 COLLINS AVENUE INVESTMENT, LLC AND 7409 COLLINS AVENUE INVESTMENT, LLC (COLLECTIVELY, THE "DEVELOPER"), WHICH DEVELOPMENT AGREEMENT: (1) DELINEATES CONDITIONS FOR THE DEVELOPMENT OF THE PROPERTIES LOCATED AT 7409, 7421, 7433, 7435, 7437, 7439, 7441, AND 7449 COLLINS AVENUE, AND 7400, 7410, 7420, 7430, 7436, AND 7450 OCEAN TERRACE (COLLECTIVELY, THE "DEVELOPMENT SITE"), WITH SUCH DEVELOPMENT SITE TO BE DEVELOPED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY'S OCEAN TERRACE OVERLAY DISTRICT, AS SET FORTH IN SECTIONS 142-870 AND 142-870.1 OF THE CITY CODE; (2) MEMORIALIZES THE CONDITIONS FOR VACATING THE CITY'S RIGHT-OF-WAY AT OCEAN TERRACE, BETWEEN 74TH STREET AND 75TH STREET, AS WELL AS PORTIONS OF 74TH STREET AND 75TH STREET, BETWEEN OCEAN TERRACE AND COLLINS AVENUE (COLLECTIVELY, THE "CITY RIGHT-OF-WAY AREAS"); (3) GRANTS TO THE CITY A PERPETUAL EASEMENT OVER, ACROSS AND UNDER THE VACATED CITY RIGHT-OF-WAY AREAS FOR UTILITIES AND PUBLIC VEHICULAR, PEDESTRIAN AND RECREATIONAL USE AND ACCESS; (4) PROVIDES FOR THE DEVELOPER'S DESIGN AND CONSTRUCTION OF CERTAIN PUBLIC PARK AND STREETSCAPE IMPROVEMENTS IN THE VICINITY OF OCEAN TERRACE, BETWEEN 73RD STREET AND 75TH STREET, AT DEVELOPER'S COST AND EXPENSE (WITH THE EXCEPTION OF CERTAIN CITY FEES); AND (5) WITH THE FOREGOING SUBJECT TO AND CONTINGENT UPON DEVELOPER'S SATISFACTION OF THE CONDITIONS SET FORTH IN THE DEVELOPMENT AGREEMENT AND THE CITY COMMISSION'S VACATION OF THE CITY RIGHT-OF-WAY AREAS AND ENACTMENT OF CERTAIN AMENDMENTS TO THE CITY'S FUTURE LAND USE MAP AND ZONING MAP, AT ITS SOLE DISCRETION.

2. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON SECOND READING/PUBLIC HEARING OF THIS RESOLUTION, THE VACATION OF THAT PORTION OF (1) OCEAN TERRACE, BETWEEN THE CENTERLINE OF 74TH STREET AND THE NORTHERN RIGHT-OF-WAY LINE OF 75TH STREET, WHICH CONSISTS OF A 60-FOOT WIDE RIGHT-OF-WAY CONTAINING APPROXIMATELY 25,200 SQUARE FEET IN TOTAL LOT AREA; (2) THE NORTH HALF OF 74TH STREET, BETWEEN OCEAN TERRACE AND COLLINS AVENUE, WHICH CONSISTS OF A 30-FOOT WIDE RIGHT-OF-WAY CONTAINING APPROXIMATELY 8,880 SQUARE FEET IN TOTAL LOT AREA; AND (3) A PORTION OF 75TH STREET, BETWEEN OCEAN TERRACE AND COLLINS AVENUE, WHICH CONSISTS OF A 40-FOOT WIDE RIGHT-OF-WAY CONTAINING APPROXIMATELY 11,840 SQUARE FEET IN TOTAL LOT AREA (COLLECTIVELY, THE "CITY RIGHT-OF-WAY AREAS"), IN FAVOR OF THE ABUTTING PROPERTY OWNERS, 7400 OCEAN TERRACE, LLC, 7410 OCEAN TERRACE, LLC, 7420 OCEAN TERRACE INVESTMENT, LLC, 7436 OCEAN TERRACE, LLC, 7450 OCEAN TERRACE, LLC, AND 7441 COLLINS AVENUE INVESTMENT, LLC (COLLECTIVELY, THE "DEVELOPER") AND G & V REALTY, LLC, THE OWNER OF 7401 COLLINS AVENUE; CONDITIONING THE VACATION UPON THE CITY COMMISSION'S APPROVAL OF, AND DEVELOPER'S SATISFACTION OF, CERTAIN TERMS AND CONDITIONS, TO BE SET FORTH IN A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND DEVELOPER, WHICH CONDITIONS SHALL, AMONG OTHER TERMS, REQUIRE THE DEVELOPER TO (1) GRANT TO THE CITY A PERPETUAL EASEMENT OVER, ACROSS AND UNDER THE CITY RIGHT-OF-WAY AREAS FOR UTILITIES AND PUBLIC VEHICULAR, PEDESTRIAN AND RECREATIONAL USE AND ACCESS; AND (2) DEVELOP, DESIGN, AND CONSTRUCT, AT THE DEVELOPER'S SOLE COST AND EXPENSE (EXCEPT FOR PAYMENT OF CERTAIN CITY FEES), CERTAIN PUBLIC PARK AND

STREETSCAPE IMPROVEMENTS IN THE VICINITY OF OCEAN TERRACE, BETWEEN 73RD STREET AND 75TH STREET, WITH SUCH PUBLIC IMPROVEMENTS HAVING A VALUE OF APPROXIMATELY FOURTEEN MILLION EIGHT HUNDRED THOUSAND DOLLARS ($14,800,000); AND FURTHER, WAIVING, BY 5/7TH VOTE, THE COMPETITIVE BIDDING REQUIREMENT, PURSUANT TO SECTION 82-38 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY.

**11:40 a.m. Second Reading Public Hearing** Public Works

First Reading PH on June 26, 2019 - R7 A

Supplemental updated on 7/26/2019;
Supplemental updated on 7/29/2019

R7 B A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON SECOND READING/PUBLIC HEARING OF THIS RESOLUTION, THE VACATION OF THAT PORTION OF (1) THE NORTHERN HALF OF AN ALLEY KNOWN AS "ABBOTT COURT," CONSISTING OF APPROXIMATELY 3,521 SQUARE FEET IN TOTAL LOT AREA; AND (2) THE ALLEY KNOWN AS "NORMANDY BEACH COURT," CONSISTING OF APPROXIMATELY 1,000 SQUARE FEET IN TOTAL LOT AREA, WITH THE FOREGOING ALLEYS LOCATED BETWEEN BYRON AVENUE AND ABBOTT AVENUE, FROM 71ST STREET TO 72ND STREET (COLLECTIVELY, THE "CITY ALLEYS"), IN FAVOR OF THE ABUTTING PROPERTY OWNERS, ABBOTT AVENUE PARTNERS, LLC; PUMPS AT 71, LLC; AND 7433 COLLINS AVE. CORP. (THE "APPLICANT" ); FURTHER, PROVIDING THAT THE VACATION OF THE CITY ALLEYS SHALL BE SUBJECT TO AND CONDITIONED UPON THE APPLICANT'S EXECUTION OF A VACATION AGREEMENT AND DELIVERY OF CERTAIN PUBLIC BENEFITS TO THE CITY, INCLUDING THE DEDICATION OF THE SOUTHERN FORTY (40) FEET OF 7117 BYRON AVENUE, CONNECTING BYRON AVENUE TO ABBOTT COURT, AND CONSISTING OF A TOTAL OF 4,741 SQUARE FEET (THE "NEW CITY ALLEY"), WITH APPROXIMATELY 2,543 SQUARE FEET OF THE NEW CITY ALLEY TO BE DEDICATED FOR PUBLIC USE AS AN ALLEY FOR PEDESTRIAN AND VEHICULAR TRAVEL, AND WITH APPROXIMATELY 2,198 SQUARE FEET OF THE NEW CITY ALLEY TO BE DEDICATED AS A NEW STORMWATER RETENTION AREA, AND IMPROVED AS A BIOSWALE, AT APPLICANT'S SOLE COST AND EXPENSE; FURTHER, WAIVING, BY 5/7TH VOTE, THE COMPETITIVE BIDDING REQUIREMENT, PURSUANT TO SECTION 82-38 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; FURTHER, AUTHORIZING THE ADMINISTRATION TO FINALIZE A VACATION AGREEMENT THAT INCORPORATES THE CONDITIONS SET FORTH IN THIS RESOLUTION, AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE VACATION AGREEMENT, SUBJECT TO FORM APPROVAL BY THE CITY ATTORNEY.

**11:45 a.m. Second Reading Public Hearing** Public Works

First Reading on July 17, 2019 - R7 D Commissioner Joy Malakoff

R7 C A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE EIGHTH AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2018/19.

**11:50 a.m. Public Hearing** Budget and Performance Improvement

Supplemental updated on 7/26/2019

R7 D A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA SETTING 1) THE PROPOSED OPERATING MILLAGE RATE; 2) THE REQUIRED DEBT SERVICE MILLAGE RATE; 3) THE CALCULATED “ROLLED-BACK” RATE; AND, 4) THE DATE, TIME, AND PLACE OF THE FIRST PUBLIC HEARING TO CONSIDER THE MILLAGE RATES AND BUDGETS FOR FISCAL YEAR (FY) 2020; AND, FURTHER AUTHORIZING THE CITY MANAGER TO TRANSMIT THIS INFORMATION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER IN THE FORM REQUIRED BY SECTION 200.065, FLORIDA STATUTES.

Budget and Performance Improvement

Supplemental updated on 7/26/2019

R7 E A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORMANDY SHORES LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT SETTING 1) THE PROPOSED GENERAL OPERATING MILLAGE RATE FOR THE NORMANDY SHORES NEIGHBORHOOD IMPROVEMENT DISTRICT; 2) THE CALCULATED "ROLLED-BACK" RATE; AND, 3) THE DATE, TIME, AND PLACE OF THE FIRST PUBLIC HEARING TO CONSIDER THE OPERATING MILLAGE RATE AND BUDGET FOR FISCAL YEAR (FY) 2020; AND, FURTHER, AUTHORIZING THE CITY MANAGER TO TRANSMIT THIS INFORMATION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER IN THE FORM REQUIRED BY SECTION 200.065, FLORIDA STATUTES.

Budget and Performance Improvement

Supplemental updated on 7/26/2019

R7 F A RESOLUTION OF MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE WRITTEN RECOMMENDATION OF THE CITY MANAGER TO WAIVE, BY 5/7TH VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE CITY'S BEST INTEREST, AND AUTHORIZING AND APPROVING THE CITY MANAGER TO EXECUTE A CONTRACTOR SERVICE ORDER WITH CAMINO REAL GROUP, INC., D.B.A. ALPHA WRECKING GROUP, FOR THE DEMOLITION OF 6979 COLLINS AVENUE, MIAMI BEACH, FL 33141, IN AN AMOUNT NOT TO EXCEED $476,685.00, WHICH INCLUDES A 10% CONTINGENCY.

Building

Supplemental updated on 7/29/2019

R7 G A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE, AT ITS JULY 19, 2019 MEETING, REGARDING THE 72 STREET PARK, LIBRARY AND AQUATIC CENTER; AND AUTHORIZING THE ADMINISTRATION TO PROCEED WITH THE COMPLETION OF THE FEASIBILITY STUDY AND THE PREPARATION OF A DESIGN CRITERIA PACKAGE.

Office of Capital Improvement Projects

Commissioner Aleman

Supplemental updated on 7/26/2019

R7 H A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING THE ADMINISTRATION'S UPDATE WITH REGARDS TO THE CURRENT STATUS OF THE LINCOLN ROAD REDEVELOPMENT PROJECT AND APPROVING AND AUTHORIZING THE ADMINISTRATION TO PROCEED WITH THE BIDDING AND CONSTRUCTION PHASES OF THE PROJECT, UTILIZING A COMBINATION OF SCOPE REDUCTION AND ADDITIONAL FUNDING OF $16.26 MILLION TO CLOSE THE FUNDING GAP (OPTION A).

Office of Capital Improvement Projects

Mayor Dan Gelber

Supplemental updated on 7/26/2019

R7 I A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA RATIFYING A THREE YEAR LABOR AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE FRATERNAL ORDER OF POLICE, WILLIAM NICHOLS LODGE NO. 8 (FOP), FOR THE PERIOD FROM OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021; AUTHORIZING THE MAYOR, CITY MANAGER, AND POLICE CHIEF TO EXECUTE THE LABOR AGREEMENT.

Human Resources

R7 J A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI

BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER AND WAIVING, BY 5/7TH VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT IN ACCORDANCE WITH SECTION 2-367 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE CITY'S BEST INTEREST, AND AUTHORIZING THE PURCHASE OF THE "U.S." MOTORS" BRAND OF ELECTRIC MOTORS MANUFACTURED BY NIDEC CORPORATION (WITH SUCH PURCHASES BEING MADE FROM ANY AUTHORIZED DISTRIBUTOR THEREOF), FOR THE PURPOSE OF STANDARDIZING THE ELECTRIC MOTORS THAT SERVICE THE VERTICAL AND HORIZONTAL TURBINE PUMPS AT THE CITY'S WATER AND WASTEWATER PUMP STATIONS, IN THE NOT-TO-EXCEED AMOUNT AS MAY BE APPROPRIATED ANNUALLY FOR SUCH PRODUCTS THROUGH THE CITY'S BUDGET PROCESS.

Public Works

R7 K A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF MIAMI BEACH, FLORIDA, DECLARING THE MONTH OF OCTOBER 2019 AS “DISABILITY AWARENESS MONTH” IN THE CITY OF MIAMI BEACH.

Office of the City Attorney

Commissioner Michael Gongora/Co-Sponsored
Commissioner Joy Malakoff

R7 L A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF MIAMI BEACH, FLORIDA, URGING GOVERNOR RONALD DESANTIS, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (“DEP”), AND OTHER APPLICABLE STATE AGENCIES TO ISSUE THE EXPEDITED APPROVAL OF MIAMI-DADE COUNTY’S REQUEST FOR A ONE-TIME EXTENDED PERMIT THAT WOULD RUN CONTINUOUSLY THROUGH OCTOBER 31, 2019, IN ORDER TO ADDRESS THE OVERABUNDANCE OF SEAWEED BEING DEPOSITED ON THE BEACHES OF MIAMI-DADE COUNTY AND THE CITY.

Office of the City Attorney

Mayor Dan Gelber & Co-Sponsored by
Commissioners Samuelian & Gongora

**R9 - New Business and Commission Requests**

R9 A STATUS/UPDATE ON THE MIAMI BEACH HALL OF FAME.

Commissioner Micky Steinberg

Deferred from July 17, 2019 - R9 O

R9 B DISCUSSION REGARDING THE PROCESS FOR AFFORDABLE HOUSING AVAILABILITY WAITLIST.

Commissioner Michael Gongora

Deferred from July 17, 2019 - R9 P

R9 C DISCUSSION REGARDING AN UPDATE ON THE CITY OF MIAMI BEACH HEALTH FAIR.

Commissioner Michael Gongora

Deferred from July 17, 2019 - R9 Q

R9 D DISCUSSION REGARDING THE LGBTQ ADVISORY COMMITTEE'S JULY 9, 2019 MOTION.

Commissioner Michael Gongora

Deferred from July 17, 2019 - R9 R

R9 E DISCUSS IGUANA REMEDIATION STRATEGIES WITHIN THE CITY OF MIAMI BEACH.

Mayor Dan Gelber

Co-sponsored by Commissioner Michael Gongora

Addendum added on 7/29/2019

**Notices**

1. MIAMI BEACH REDEVELOPMENT AGENCY (RDA) MEMBERS.

2. HOW A PERSON MAY APPEAR BEFORE THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA.

3. USE OF AUDIO-VISUAL EQUIPMENT IN THE COMMISSION CHAMBERS FOR PRESENTATIONS DURING PUBLIC MEETINGS.

4. 2019 COMMISSION MEETING DATES.

5. ADVERTISEMENTS.

6. TIME CERTAIN.

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSALS (RFP) NO. 2019-306-KB, FOR A REVENUE SHARING AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF BUS SHELTERS.

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## RECOMMENDATION

The Administration recommends the issuance of the RFP.

## ANALYSIS

In October 2001, an agreement between the City and Clear Channel was executed for Clear Channel to construct, operate and maintain bus shelter structures and other street furniture on the public right-of-way throughout the City. The agreement (currently on a month-to-month) provides for commercial advertising on the bus shelter and revenue sharing with the City.

At the December 9, 2015 City Commission meeting, the Commission discussed the need to improve the existing bus shelter design and the desire for bus shelters to include enhancements that could help promote transit. At the March 9, 2016 City Commission meeting, the Commission adopted Resolution No. 2016-29325 accepting the recommendation of the Finance and Citywide Projects Committee (FCWPC) to issue a Request for Proposals for the design of new bus shelters; and authorizing the City Manager to extend the existing agreement between the City and Clear Channel on a month-to-month basis after expiration on October 31, 2016, as needed, such that the Clear Channel contract would remain in place until the new contract is executed.

On April 13, 2016, the City Commission approved to issue Request for Qualifications (RFQ) No. 2016-116-KB for Architectural and Engineering Design Criteria Professional Services for New Bus Shelters. A contract for bus shelter design services was executed on July 19, 2017, and the design effort commenced on October 4, 2017. The design phase includes development of 100% final engineering plans, specifications, and construction cost estimates. The new bus shelter design is of an iconic nature and incorporates features enhancing the transit experience of passengers, including various innovative design configurations and technology. The various bus shelter configurations will enable for installation of bus shelters at more bus stops throughout the City, particularly at locations with limited right-of-way which currently do not provide for any protection from the elements. New bus shelters will improve

transit stop amenities for transit passengers, provide for the highest standard in maintenance and cleanliness, improve and maintain safe pedestrian through ways, and comply with all Americans with Disability Act requirements.

The City of Miami Beach has approximately 102 bus shelters within its limits. Of those, 99 include advertising panels with two visible faces. All the existing shelters will be replaced by the new shelters. Additionally, bus shelter inventory will be expanded to approximately total of 311 units with approximately 584 visible faces (not all shelters will have ads and some shelters may have only one face).

The purpose of this RFP is to seek proposals from qualified parties for the construction, operation and maintenance of new bus shelters, including the sale of bus shelter advertising space, with the goal of negotiating an agreement that results in revenue to the City. It is the intent of the City that all costs relating to construction and installation of the bus shelters shall be the responsibility of the successful proposer.

Following the receipt of proposals, an Evaluation Committee will review proposals in accordance with the criteria established in the RFP. I am considering appointing the following individuals to serve on the Evaluation Committee:

- Roland Aragunde, Detective, Technical Operations Unit
- Tonya Daniels, Director of Marketing & Communications
- Anamarie Ferreira de Melo, Member of the Transportation, Parking and Bicycle/Pedestrian Facilities Committee
- Jay Fink, Assistant Director, Public Works Department
- Milos Majstorovic, Transit Manager, Transportation Department
- James Murphy, Chief of Urban Planning, Planning Department
- Raonel Rodriguez, Transit Passenger Amenities Manager, Miami-Dade County Department of Transportation and Public Works

Alternates:

- Melissa Berthier, Assistant Director of Marketing & Communications, City of Miami Beach
- Steven L. Feldman, Captain / MBITG II, Investigations and Support Division, Miami Beach Police Department
- Alfred Feola, Chairman, Transportation, Parking and Bicycle/Pedestrian Facilities Committee
- Jose R. Gonzalez, P.E., Director, Transportation Department, City of Miami Beach

**CONCLUSION**

The Administration recommends the issuance of RFP 2019-306-KB seeking proposals for a revenue sharing agreement for the construction, operation, and maintenance of bus shelters.

**KEY INTENDED OUTCOMES SUPPORTED**

Ensure Comprehensive Mobility Addressing All Modes Throughout The City

**Legislative Tracking**

Transportation/Procurement

**ATTACHMENTS:**

**Description**

- DRAFT RFP
- APPENDIX D
- APPENDIX E
- APPENDIX F

# REQUEST FOR PROPOSALS (RFP)

FOR A REVENUE SHARING AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF BUS SHELTERS

2019-306-KB

DRAFT

**RFP ISSUANCE DATE: AUGUST 2, 2019**

**PROPOSALS DUE: SEPTEMBER 19, 2019 @ 3:00 PM**

**ISSUED BY:**

MIAMIBEACH

**Kristy Bada, CPPB**
**Contracting Officer III**
PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor, Miami Beach, FL 33139
305.673.7000 x **26218** | kristybada@miamibeachfl.gov | www.miamibeachfl.gov

MIAMIBEACH

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DRAFT

## SECTION 0200 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

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

The City utilizes ***PublicPurchase*** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through ***PublicPurchase*** must register immediately with ***PublicPurchase*** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

**2. BACKGROUND & PURPOSE.**

**2.1 Background.** In October 2001, an agreement between the City and Clear Channel was executed for Clear Channel to construct, operate and maintain bus shelter structures and other street furniture on the public right-of-way throughout the City. The agreement (currently on a month-to-month) provides for commercial advertising on the bus shelter and revenue sharing with the City.

At the December 9, 2015 City Commission meeting, the Commission discussed the need to improve the existing bus shelter design and the desire for bus shelters to include enhancements that could help promote transit. At the March 9, 2016 City Commission meeting, the Commission adopted Resolution No. 2016-29325 accepting the recommendation of the Finance and Citywide Projects Committee (FCWPC) to issue a Request for Proposals for the design of new bus shelters; and authorizing the City Manager to extend the existing agreement between the City and Clear Channel on a month-to-month basis after expiration on October 31, 2016, as needed, such that the Clear Channel contract would remain in place until the new contract is executed.

On April 13, 2016, the City Commission approved to issue Request for Qualifications (RFQ) No. 2016-116-KB for Architectural and Engineering Design Criteria Professional Services for New Bus Shelters. A contract for bus shelter design services was executed on July 19, 2017, and the design effort commenced on October 4, 2017. The design phase includes development of 100% final engineering plans, specifications, and construction cost estimates. The new bus shelter design is of an iconic nature and incorporates features enhancing the transit experience of passengers, including innovative designs and technology as well as enabling for installation of bus shelter installation at more bus stops, particularly those of limited right-of-way, which currently do not provide for any protection from the elements. New bus shelters shall improve transit stop amenities for transit passengers, provide for the highest standard in maintenance and cleanliness, improve and maintain safe pedestrian through ways, and comply with all Americans with Disability Act requirements.

The City of Miami Beach has approximately 102 bus shelters within its limits. Of those, 99 include advertising panels with two visible faces. All the existing shelters will be replaced by the new shelters. Additionally, bus shelter inventory will be expanded to approximately total of 284 units with approximately 377 visible faces (not all shelters will have ads and some shelters may have only one (1) face).

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**2.2 Purpose.** The purpose of this RFP is to seek proposals from qualified parties for the construction, operation and maintenance of new bus shelters, including the sale of bus shelter advertising space, with the goal of negotiating an agreement that results in revenue to the City. It is the intent of the City that all costs relating to construction and installation of the bus shelters shall be the responsibility of the successful proposer.

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

| | |
|---|---|
| RFP Issued | August 2, 2019 |
| Pre-Proposal Meeting | August 13, 2019 at 10:00am |
| Deadline for Receipt of Questions | September 9, 2019 at 5:00pm |
| Responses Due | September 19, 2019 at 3:00pm |
| Evaluation Committee Review/ Proposer Presentations | October 3, 2019 |
| Tentative Commission Approval Authorizing Negotiations | TBD |
| Contract Negotiations | Following Commission Approval |

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

| Procurement Contact: | Telephone: | Email: |
|---|---|---|
| Kristy Bada | 305-673-7490 x26218 | kristybada@miamibeachfl.gov |

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

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

**5. PRE-PROPOSAL MEETING OR SITE VISIT(S).** Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Anticipated RFP Timetable section above at the following address:

**City of Miami Beach**
**Procurement Department**
**Conference Room**
**1755 Meridian Avenue, 3rd Floor**
**Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

(1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)

(2) Enter the MEETING NUMBER: 5804578

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

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

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

**8. SPECIAL NOTICES.** You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: http://web.miamibeachfl.gov/procurement/scroll.aspx?id=79113

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

**9. PUBLIC ENTITY CRIME**. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**10. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS**. This RFP is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City



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lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

**11. DEBARMENT ORDINANCE**: This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.

**12. WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS**. This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such non-compliance.

**13. CODE OF BUSINESS ETHICS**. Pursuant to City Resolution No.2000-23879, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**14. AMERICAN WITH DISABILITIES ACT (ADA)**. Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673- 7000, Extension 2984.

**15. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS.** The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

**16. PROTESTS.** Proposers that are not selected may protest any recommendation for selection of award in accordance with eh proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protest not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.

**17. JOINT VENTURES.** Joint Ventures are not allowed. Proposals shall be submitted only by the prime contractor. Proposals may, however, identify other sub-contractors or sub-consultants to the prime Proposer who may serve as team members.

**18. VETERAN BUSINESS ENTERPRISES PREFERENCE.** Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise.

**19. DETERMINATION OF AWARD.** The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

(1) The ability, capacity and skill of the Proposer to perform the contract.

(2) Whether the Proposer can perform the contract within the time specified, without delay or

interference.

(3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.

(4) The quality of performance of previous contracts.

(5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

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

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

**21. POSTPONEMENT/CANCELLATION/ACCEPTANCE/REJECTION.** The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any responses received as a result of this RFP. Reasonable efforts will be made to either award the proposer the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A proposer may withdraw its proposal after expiration of one hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the Procurement Department prior to award of the contract by the City Commission.

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

**23. COSTS INCURRED BY PROPOSERS.** All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

**24. RELATIONSHIP TO THE CITY.** It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

**24. OCCUPATIONAL HEALTH AND SAFETY.** In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

**25. ENVIRONMENTAL REGULATIONS.** The City reserves the right to consider a proposer's history of citations and/or violations of environmental regulations in investigating a proposer's responsibility, and further reserves the right to declare a proposer not responsible if the history of violations warrant such determination in the opinion of the



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City. Proposer shall submit with its proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.

**26. TAXES.** The City of Miami Beach is exempt from all Federal Excise and State taxes.

**27. MISTAKES.** Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

**28. PAYMENT.** Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

**29. COPYRIGHT, PATENTS & ROYALTIES.** Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**30. DEFAULT:** Failure or refusal of the selected Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

**31. MANNER OF PERFORMANCE.** Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

**32. SPECIAL CONDITIONS.** Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.



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**33. NON-DISCRIMINATION.** The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability.

**34. DEMONSTRATION OF COMPETENCY.** The city may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the City, including:

**A.** Pre-award inspection of the Proposer's facility may be made prior to the award of contract.

**B.** Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.

**C.** Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.

**D.** The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.

**E.** The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.

**F.** The City may require Proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

**35. ASSIGNMENT.** The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

**36. LAWS, PERMITS AND REGULATIONS.** The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

**37. OPTIONAL CONTRACT USAGE.** When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

**38. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR.** It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

**39. DISPUTES.** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

**A.** Any contract or agreement resulting from the award of this solicitation; then

**B.** Addendum issued for this solicitation, with the latest Addendum taking precedence; then

**C.** The solicitation; then



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**D.** The Proposer's proposal in response to the solicitation.

**40. INDEMNIFICATION.** The Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities 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 performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

**41. CONTRACT EXTENSION.** The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

**42. FLORIDA PUBLIC RECORDS LAW.** Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**43. OBSERVANCE OF LAWS**. Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

**44. CONFLICT OF INTEREST.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

**45. MODIFICATION/WITHDRAWALS OF PROPOSALS.** A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

**46. EXCEPTIONS TO RFP. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).**

**47. ACCEPTANCE OF GIFTS, FAVORS, SERVICES.** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

**48. SUPPLEMENTAL INFORMATION**. City reserves the right to request supplemental information from Proposers at any time during the RFP solicitation process, unless otherwise noted herein.

**49. ADDITIONAL ITEMS / SERVICES.** Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City may require additional items to be added to the Contract which are ancillary or supplemental to the items specified herein and required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for the additional items. If these quote(s) are determined to be fair and reasonable, then the additional items will be awarded to the current contract vendor(s) through either a Purchase Order (or Change Order if Purchase Order already exists) or an amendment to the Contract. Additional items with a cumulative value of $50,000 or less may be approved by the City Manager. City Commission approval is required for additional items with a cumulative value greater than $50,000.

**The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.**

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## SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

**1. SEALED RESPONSES.** One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

**2. LATE BIDS.** Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

**3. PROPOSAL FORMAT.** In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references.

**4. OMITTED OR ADDITIONAL INFORMATION. With exception of the Proposal Certification Form (Appendix A-1) and the Revenue Proposal,** the City reserves the right to seek any omitted information/documentation or any additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

| TAB 1 | Cover Letter & Minimum Qualifications Requirements |
|---|---|

**1.1 Cover Letter and Table of Contents.** The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.

**1.2 Organizational Chart.** Submit an organization chart that includes the Proposer and its key personnel, as well as all major sub-consultants (firms) and their key personnel. Identify the role of each firm and individual named in the organizational chart. *Key personnel* includes partners, managers, seniors and other professional staff that will perform work for this project.

**1.3 Proposal Certification Form (Appendix A-1).** Attach Appendix A fully completed and executed. **This document is a REQUIRED FORM that must be submitted fully completed and executed. FAILURE TO SUBMIT THE PROPOSAL CERTIFICATION FORM WITH ITS PROPOSAL SHALL RESULT IN THE PROPOSAL BEING DEEMED NON-RESPONSIVE.**

**1.4 Questionnaire & Requirements Affidavit Form (Appendix A-2).** Submit Questionnaire & Requirements Affidavit (Appendix A-2) with the proposal or within 3 days of request by the City.

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**TAB 2 Experience & Qualifications of the Proposer & Project Team**

**2.1 Relevant Experience of the Prime Proposer.** Provide a listing of the most similar projects completed by the Prime Proposer and/or its principal(s) over the last ten (10) years. Similar projects may be defined as projects involving the construction and maintenance of bus shelters or other structures that include an advertising component. Highlight any project that is specifically for bus shelters with an advertising component or other similar projects on a right-of-way. For each project provide the following:

a. project name and detailed scope of services provided;
b. name of any personnel, included in Section 1.2 above, of the proposer or sub-consultant that worked on the referenced project;
c. name and location of client; and
d. client project manager and contact information.

**2.2 Relevant Experience of the Prime Proposer's Key Team Members.** Provide a listing of the most similar projects completed by a sub-consultant/sub-contractor and/or its principal(s) over the last ten (10) years. Similar projects may be defined as projects involving the construction and maintenance of bus shelters or other structures that include an advertising component. Highlight any project that is specifically for bus shelters with an advertising component or other similar projects on a right-of-way. For each project provide the following:

a. Identify the key team member (firm) that completed the project;
b. project name and detailed scope of services provided;
c. name of any personnel, included in Section 1.2 above, of the proposer or sub-consultant that worked on the referenced project;
d. name and location of client; and
e. client project manager and contact information.

**2.3 Experience Working Together.** For any project included in Tab 2.1 and 2.2, identify those that have been completed utilizing the team included in the organizational chart submitted for this project.

**TAB 3 Approach & Methodology to Construction**

**3.1 Construction & Installation.** Describe the proposer's approach to efficiently coordinating regulatory approvals, manufacturing, and construction/installation of the shelters and all related component, including approach to maintenance of traffic (MOT), bus stop access during construction, transit customer/pedestrian safety and convenience concerns, and community outreach to mitigate disruption.

**3.2 Project Schedule.** Provide a tentative project schedule. Describe approach to staging and managing installation to shorten schedule and minimize delays.

**3.3 Resiliency Standards.** Provide the proposer's plan to incorporate means, methods and materials that maximize resiliency and sustainability.

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| TAB 4 | Approach & Methodology to Maintenance |
|---|---|

**4.1 Maintenance Standards.** Describe the proposer's maintenance plan and service level agreements to ensure that shelters are consistently maintained in optimal conditions and that the City's expectations are met or exceeded. At a minimum, include details on the following:

**4.1.1 Monitoring.** Describe plan to monitor shelters to ensure optimal operation and maximizing the customer experience.

**4.1.2 Continuing Maintenance Obligation.** Describe how the continuing maintenance obligation will be met or exceeded.

**4.1.3 Repairs of Components.** Describe the type of maintenance protocols to repair all damaged, missing or non-operational bus shelter components, including lighting and technology components

**4.1.4 Repairs of Damaged or Vandalized Bus Shelters.** Describe the plan, resources and team to repair or replace any vandalized components.

**4.1.5 Customer Service.** Describe approach to maximizing customer service. Address customer service from an account perspective (city to operator) and end-user (resident/visitor to operator), as applicable.

| TAB 5 | Approach & Methodology to Advertising |
|---|---|

**5.1 Advertisement Concepts.** Describe the proposed advertisement concepts that the proposer plans to implement, including digital or static displays, as applicable. Describe each concepts' compliance with any applicable regulation pertaining to rights -of -way.

**5.2 Programming.** Describe the proposer's approach to advertisement programming, including the types of advertising that is intended to be sold.

**5.3 Maximizing Revenue.** Describe the proposer's experience and approach to maximizing revenue from advertisement sales.

**5.4 City Self-Promotional Space.** Explain the percentage of advertising availability that the proposer will provide to the City, at no cost, for its public service announcements. The minimum is 5% of advertising availability. Explain any restrictions or requirements regarding the City's share of programming availability.

| TAB 6 | Revenue Proposal (SUBMIT IN SEPARATE ENVELOPE) |
|---|---|

Submit revenue proposal in accordance with Appendix C, Section 19. The revenue proposal will not be considered by the Evaluation Committee. **The revenue proposal shall only be considered by the City Manager.**

**4. FINANCIAL CAPACITY.** Within three (3) business days of request by the City, each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696

**Proposers are responsible for the accuracy of the information contained in its SQR. It is highly**

**recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.**

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

**The City reserves the right to request any documentation omitted, with exception of the Cost/Revenue (as applicable) Proposal, Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A-1), and Bid Bond (if applicable).** Submittals received that do not include the Cost/Revenue Proposal, completed as required and fully executed, or Bid Bond (if applicable) shall be deemed non-responsive. Bidder must submit any omitted documentation within *three (3) business days upon request from the City*, or the bid may be deemed non-responsive. Non-responsive bid packages will receive no further consideration.

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## SECTION 0400 PROPOSAL EVALUATION

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

**2. QUALITATIVE FACTORS (QUALIFICATIONS AND APPROACH).** The Evaluation Committee shall not consider quantitative factors (e.g., revenue, veteran's preference) in its review of proposals. The Evaluation Committee shall only review the qualitative factors in accordance with the evaluation criteria identified below and shall act solely in an advisory capacity to the City Manager. The City Manager may utilize, but is not bound by, the results of the Evaluation Committee process.

In its review of proposals received, the Evaluation Committee may review and score all proposals, with or without conducting interview sessions, in accordance with the following criteria.

| Step 1 - Qualitative Criteria | Maximum Points |
|---|---|
| Experience & Qualifications of the Proposer & Project Team | 35 |
| Approach & Methodology to Construction | 20 |
| Approach & Methodology to Maintenance | 25 |
| Approach & Methodology to Advertising | 20 |
| **TOTAL AVAILABLE STEP 1 POINTS** | **100** |

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

| | | Proposer A | Proposer B | Proposer C |
|---|---|---|---|---|
| **Committee Member 1** | Step 1 Points | 82 | 76 | 80 |
| | Total | 82 | 76 | 80 |
| | Rank | 1 | 3 | 2 |
| **Committee Member 2** | Step 1 Points | 79 | 85 | 72 |
| | Total | 79 | 85 | 72 |
| | Rank | 2 | 1 | 3 |
| **Committee Member 2** | Step 1 Points | 80 | 74 | 66 |
| | Total | 80 | 74 | 66 |
| | Rank | 1 | 2 | 3 |
| **Low Aggregate Score** | | **4** | **6** | **8** |
| **Final Ranking*** | | **1** | **2** | **3** |

**The results and ranking of the Evaluation Committee process do not constitute an award recommendation and is only advisory to the City Manager.**

**3. QUANTITATIVE FACTORS (REVENUE PROPOSAL, VETERAN'S PREFERENCE).** Quantitative factors shall not be considered by the Evaluation Committee. Quantitative factors will be considered by the City Manager in preparing his recommendation to the City Commission.

**4. DETERMINATION OF AWARD.** The City Manager shall consider qualitative and quantitative factors, in accordance with Sub-section 2 and 3 above, to recommend the proposer(s) he deems to be in the best interest of the City, or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results of the Evaluation Committee process, if applicable, and shall take into consideration Miami Beach City Code Section 2-369, including the following considerations:

(1) The ability, capacity and skill of the Proposer to perform the contract.

(2) Whether the Proposer can perform the contract within the time specified, without delay or interference.

(3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.

(4) The quality of performance of previous contracts.

(5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

Further, in developing his award recommend to the City Commission, the City Manager may consider any information provided by staff, consultants or any other third-party retained by the City, as well as the factors articulated in Section 2-369 of the City Code.

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

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

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APPENDIX A

MIAMIBEACH

# Proposal Certification, Questionnaire & Requirements Affidavit

## 2019-306-KB
## REVENUE SHARING AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF BUS SHELTERS

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

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## APPENDIX A1 - PROPOSAL CERTIFICATION FORM

This document is a **REQUIRED FORM** that must be submitted fully completed and executed.

**FAILURE TO SUBMIT THE PROPOSAL CERTIFICATION FORM WITH ITS PROPOSAL SHALL RESULT IN THE PROPOSAL BEING DEEMED NON-RESPONSIVE.**

| Solicitation No: | Solicitation Title: | |
|---|---|---|
| 2019-306-KB | REVENUE SHARING AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF BUS SHELTERS | |
| Procurement Contact: | Tel: | Procurement Contact: |
| Kristy Bada | 305-673-7490 x62618 | Kristy Bada |

| | | |
|---|---|---|
| PROPOSER'S NAME: | | |
| NO. OF YEARS IN BUSINESS: | NO. OF YEARS IN BUSINESS LOCALLY: | NO. OF EMPLOYEES: |
| OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS: | | |
| FIRM PRIMARY ADDRESS (HEADQUARTERS): | | |
| CITY: | | |
| STATE: | ZIP CODE: | |
| TELEPHONE NO.: | | |
| TOLL FREE NO.: | | |
| FAX NO.: | | |
| FIRM LOCAL ADDRESS: | | |
| CITY: | | |
| STATE: | ZIP CODE: | |
| PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: | | |
| ACCOUNT REP TELEPHONE NO.: | | |
| ACCOUNT REP TOLL FREE NO.: | | |
| ACCOUNT REP EMAIL: | | |
| FEDERAL TAX IDENTIFICATION NO.: | | |

Except as stipulated in General Condition 36, Proposer agrees: to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all specifications, attachments, exhibits and appendices and the contents of any Addenda released hereto; to be bound, at a minimum, to any and all specifications, terms and conditions contained herein or Addenda; that the Proposer has not divulged, discussed, or compared the proposal with other Proposals and has not colluded with any other proposer or party to any other proposal; that proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; that all responses, data and information contained in the proposal are true and accurate.

| | |
|---|---|
| Name of Proposer 's Authorized Representative: | Title of Proposer 's Authorized Representative: |
| Signature of Proposer 's Authorized Representative: | Date: |

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## APPENDIX A2 - QUESTIONNAIRE AND REQUIREMENTS AFFIDAVIT FORM

The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. Attach any requested information.

| | |
|---|---|
| Name of Proposer 's Authorized Representative: | Title of Proposer 's Authorized Representative: |
| Signature of Proposer 's Authorized Representative: | Date: |

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?
   ☐ YES ☐ NO

   **SUBMITTAL REQUIREMENT:** Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

   **SUBMITTAL REQUIREMENT:** Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall attach at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

   **SUBMITTAL REQUIREMENT:** For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?
   ☐ YES ☐ NO

   **SUBMITTAL REQUIREMENT:** If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

   **SUBMITTAL REQUIREMENT:** Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Department with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the

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conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**SUBMITTAL REQUIREMENT:** Proposer shall attach its Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/

7. ~~**Living Wage.** Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:~~

   ~~1. Effective January 1, 2018, covered employees must be paid a living wage rate of no less than $11.62 per hour with health care benefits of at least $2.26 per hour, or a living wage rate of no less than $13.88 per hour without health care benefits.~~

   ~~2. Effective January 1, 2019, covered employees must be paid a living wage rate of no less than $11.70 per hour with health care benefits of at least $2.74 per hour, or a living wage rate of no less than $14.44 per hour without health care benefits.~~

   ~~3. Effective January 1, 2020, covered employees must be paid a living wage rate of no less than $11.78 per hour with health care benefits of at least $3.22 per hour, or a living wage rate of no less than$15.00 per hour without health care benefits.~~

   ~~The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).~~

   ~~Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/~~

   ~~Any payroll request made by the City during the contract term shall be completed electronically via the City's electronic compliance portal, LCP Tracker (LCPTracker.net).~~

   ~~**SUBMITTAL REQUIREMENT:** Indicate below that Proposer agrees to the living wage requirement. Failure to agree shall result in proposal disqualification.~~

   ☐ ~~YES~~ ☐ ~~NO~~

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over $100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

   A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

      ☐ YES ☐ NO

   B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?

      ☐ YES ☐ NO

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C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

| BENEFIT | Firm Provides for Employees with Spouses | Firm Provides for Employees with Domestic Partners | Firm does not Provide Benefit |
|---|---|---|---|
| Health | | | |
| Sick Leave | | | |
| Family Medical Leave | | | |
| Bereavement Leave | | | |

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**SUBMITTAL REQUIREMENT:** Proposer agrees to the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list. Failure to agree shall result in proposal disqualification.

☐ YES ☐ NO

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

**SUBMITTAL REQUIREMENT:** Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code. Failure to agree shall result in proposal disqualification.

☐ YES ☐ NO

11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

**SUBMITTAL REQUIREMENT:** Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375. Failure to agree shall result in proposal disqualification.

☐ YES ☐ NO

12. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract



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resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

**SUBMITTAL REQUIREMENT:** Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity. Failure to agree shall result in proposal disqualification.

☐ YES ☐ NO

13. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

| Initial to Confirm Receipt | | Initial to Confirm Receipt | | Initial to Confirm Receipt | |
|---|---|---|---|---|---|
| | Addendum 1 | | Addendum 6 | | Addendum 11 |
| | Addendum 2 | | Addendum 7 | | Addendum 12 |
| | Addendum 3 | | Addendum 8 | | Addendum 13 |
| | Addendum 4 | | Addendum 9 | | Addendum 14 |
| | Addendum 5 | | Addendum 10 | | Addendum 15 |

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# APPENDIX B

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# "No Bid" Form

## 2019-306-KB
## REVENUE SHARING AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF BUS SHELTERS

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached "Statement of No Bid." The "Statement of No Bid" provides the City with information on how to improve the solicitation process. Failure to submit a "Statement of No Bid" may result in not being notified of future solicitations by the City.

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# Statement of No Bid

**WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:**

___ Workload does not allow us to proposal

___Insufficient time to respond

___ Specifications unclear or too restrictive

___ Unable to meet specifications

___Unable to meet service requirements

___Unable to meet insurance requirements

___Do not offer this product/service

___OTHER. (Please specify)

_____

_____

_____

We do ___ do not ___ want to be retained on your mailing list for future proposals of this type product and/or service.

Signature:_____

Title:_____

**Legal Company Name:**_____

Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

**PLEASE RETURN TO:**
CITY OF MIAMI BEACH
PROCUREMENT DEPARTMENT
ATTN: **Kristy Bada, Contracting Officer III**
PROPOSAL #**2019-306-KB**
**1755 MERIDIAN AVENUE, 3rd FLOOR**
**MIAMI BEACH, FL 33139**

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# APPENDIX C

MIAMIBEACH

# Specifications

## 2019-306-KB
## REVENUE SHARING AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF BUS SHELTERS

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PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

## 1. Background

The City of Miami Beach is soliciting proposals from qualified parties for the construction, operation and maintenance of new bus shelters including the sale of bus shelter advertising space within the City's right-of-way (the Project).

The City of Miami Beach currently has approximately 103 bus shelters within its limits with total of 212 advertisement panels (visible faces). All existing shelters will be replaced by new shelters through this solicitation. Additionally, the City's goal is to increase its bus shelter inventory to approximately a total of 311 bus shelters with approximately 584 visible faces available for advertising (please note that not all shelters will have advertisement panels and some shelters may have only one (1) advertisement face).

The new bus shelter design is of an iconic nature and provides for four (4) shelter types of varying sizes (See Appendix D). Additionally, the new bus shelter design incorporates features enhancing the transit experience of passengers, including innovative designs and technology as well as enabling for installation of bus shelters at more bus stops, particularly at locations with constrained right-of-way, which currently do not provide for any protection from the elements. The City's new bus shelter program is intended to improve amenities for transit passengers, provide for the highest standard in maintenance and cleanliness, improve and maintain safe pedestrian pathways, and comply with all Americans with Disability Act (ADA) requirements. From the sustainability perspective, new bus shelters shall address tropical weather conditions (sun, rain, humidity, increases in temperature, heat island effect and extreme weather events/rain bombs). Recyclable materials such as aluminum for the shelter frame should be used. Some shelter types will utilize photovoltaic cells for generation of power for the bus shelter lighting. The glazed roof surface of the shelters has a light-colored ceramic frit coating to mitigate heat island effect.

This request for proposal seeks to engage a Successful Proposer for construction, operation and maintenance services for the new bus shelters and related components from accidental, intentional, and environmental damage, including providing the City with a stable revenue source from the sale of advertisement spaces at designated bus shelters.

The City anticipates awarding a contract for a ten (10) year period, with one (1), five (5) year option to renew, at the City's sole discretion.

## 2. Scope of Services

Provide the City of Miami Beach with the construction, operation and maintenance of approximately 311 bus shelters in accordance with the design adopted by the City (Attachment A). The bus shelters shall be allowed to have advertising in a form agreeable to the City (digital, static, or combination of both). Depending on land use regulations, some shelters may not be permitted to contain advertisements. Revenue from advertising will be shared between the City and the Successful Proposer in a form to be determined during contract negotiations. A minimum payment per quarter for the total number of the shelters is required by the City. A percentage of revenue sharing above and beyond the minimum payment is required. Revenue shall be paid to the City on a quarterly basis. Revenue sharing proposal shall be specific for each year of the contract. A detailed CPA Certified Statement of Gross Receipts shall be provided to the City on an annual

basis throughout the life of the Agreement.

**3. Description of Work and Responsibilities:**

The objective of this solicitation is to establish a contract with a Successful Proposer to manage the City's Bus Shelter Program, including, but not limited to, completing the following tasks:

a) At no cost to the City construct, operate and maintain approximately three hundred and eleven (311) bus shelters of a design adopted by the City (Attachment A), including technological components, transit maps, and any other elements integrated to the design of the structures or requested by the City, including "NO TRESPASSING" and "NO LOITERING" signs;
b) Ensure that the bus shelters and shelter components are maintained in a safe, repaired and operational condition at all times with an attractive appearance, and with all shelter components fully operational, including safe and proper illumination at night. This includes, but is not limited to: cleaning, maintaining, and repairing bus shelters /shelter components and removing trash, litter, and debris from areas within and around the bus shelters;
c) Seek and identify, in cooperation with the City of Miami Beach Administration, suitable bus/trolley stop sites for placement of as many new bus shelters as possible. The final number of new shelters will be mutually determined by the City and the Successful Proposer.
d) Obtain permits, approvals, agreements, easements, and any other instrument necessary to establish clear legal right to enter upon the selected sites and make required preparations and/or alterations thereto, and to build, operate and maintain bus shelters throughout the term of this contract. This includes right-of-way permits, Lane Closure/Maintenance of Traffic (MOT) permits, and all other required permits (i.e. building, electrical, right-of-way etc.) from the appropriate jurisdictional agency, including coordination with adjacent property owners.
e) Creating, producing, installing and removing advertising materials and other related services;
f) Program management services for the City's Bus Shelter Program.

The Successful Proposer will be solely responsible for all costs associated with the services specified in this document.

**4. Performance of Work**

A. Successful Proposer shall perform all Work in a skillful and safe manner, using appropriate industry standard practices and will remain in compliance with City standard details, specifications, or other relevant City requirements. All workers shall have sufficient skill and expertise to perform the Work assigned to them.
B. The Successful Proposer shall coordinate the Work performed by its project team (Proposer Team) and Suppliers, and shall be fully responsible for all acts and omissions of the Proposer Team, Suppliers, and their employees. Any provision of the Contract referring to the acts or omissions of the Successful Proposer shall also refer to and include the acts and omissions of Proposer Team and Suppliers.
C. If any portion of the subcontracted Work is not performed in accordance with the Contract,

or if a Proposer Team or Supplier commits or omits any act that would constitute a breach of the Contract, the Successful Proposer shall cure the breach (within the time frame established by the City); and, at the direction of the City's Project Manager, shall replace the Proposer Team member(s) or Supplier(s). Following a debarment for breach, said member(s) or Supplier(s) shall not be employed again on the Work.

**5. Bus Stop and Bus Shelter Network Existing Conditions**

The City of Miami Beach currently has approximately 103 bus shelters within its limits with total of 212 advertisement panels (visible faces). A map and the list of all existing bus stops and shelters in the City are included in Appendix E.

**6. Bus Stop and Bus Shelter Network Proposed Conditions**

Based on a preliminary review of existing conditions, current transit ridership, and land use data, preliminary number of proposed bus shelters (by shelter type) was developed. Associated map and the list are included as Appendix F.

| Bus Shelter Model | Total Bus Shelters | Total Advertising Panels |
|---|---|---|
| Enhanced | 27 | 54 |
| Standard | 242 | 484 |
| Pending Standard | 4 | 8 |
| Pending Minimal | 38 | 38 |

**7. Permits and Licenses**

A permit shall be obtained for the placement of each bus shelter or other applicable component under this Agreement. Permits for the placement of the bus shelters and other components, requiring a permit, shall be obtained from the City of Miami Beach Public Works and Building Departments, and/or any other agencies having jurisdiction over the proposed location. Only one bus shelter shall be permitted at each approved location, except as otherwise designated by the City of Miami Beach. Locations of enhanced shelters are anticipated to have two (2) shelters side by side.

Any bus shelter or other applicable component permit issued by the City in accordance herewith and as part of this Agreement shall be issued for the duration of the agreement or for as long as the component is in place. The permit shall be for the use of the Streets or Sidewalks within the City for the erection, construction, reconstruction, installation, operation, maintenance, dismantling and removal, testing, repair, and use of the bus shelters or any other bus shelter component.

Application for permitting and approval of a bus shelter installation or other component requiring a permit from the City shall be coordinated with the City of Miami Beach Transportation Department. Permit application shall be addressed to the City of Miami Beach Public Works Department in the following form:

a) A detailed engineering site drawing showing utility easement(s), pavement details, existing street furniture, utility connections and poles, overhead details such as building overhangs, entrances and awnings, demarcation of zone areas and rights-of-way, and ownership indications. Drawings shall accurately show the location of the proposed bus shelter or other components requiring a permit in relation to the back of existing concrete curb or edge of the pavement of the adjacent street and in relation to the center line and outer limits of the right-of-way of the adjacent roadway. Such drawing shall also show the location of all curbs and sidewalks, if any. Furthermore, drawing shall accurately show width of path along the sidewalk parallel to the roadway (ADA), measured from the back of the curb. It shall also show the electrical connections and services provided to the shelters or applicable components which shall comply with all local, state and federal codes. The engineering drawing shall be signed and sealed by a State of Florida Registered Professional Engineer.

b) Upon receipt of written approval from the City's Public Works Department, the Successful Proposer may proceed to install the bus shelter or other component in accordance with the application drawing. Successful Proposer shall be required to install new shelters within 30 days of receipt of all necessary permits.

**8. Bus Shelter Installation, Relocation and Removal**

All technical standards governing construction, reconstruction, installation, operation, maintenance, dismantling, removal, testing, repair, and use of the bus shelters provided herein shall be in accordance with all applicable federal, state, and local laws and regulations, including but not limited to the most recent editions of the South Florida Building Code, National Electrical Code and the National Electrical Safety Code.

The Successful Proposer shall prepare the sites and install bus shelters or other component at the existing locations and at new locations approved by the City of Miami Beach in accordance with the installation and site preparation details contained herein. All materials, incorporated into the work, shall be new and in compliance with specifications of the construction documents. A schedule of shelter installation shall be provided to the City for approval to ensure that the public is always protected, and that a shelter is always available at the bus stop location. The existing bus shelters will be removed by the City's current vendor (Clear Channel). With a few exceptions, new shelters will be installed in the same footprint of the existing shelters.

Any preparation of the site required to provide a clean, stable and secure foundation for the bus shelters or other component shall be performed at the Successful Proposer's expense, including ensuring ADA compliance. Any necessary adjustments to the sites shall also be performed at the Successful Proposer's expense. Whenever possible, the installation of bus shelters, advertising displays, devices and materials will take place during hours of minimum passenger activity.

In the event of a relocation or elimination of a bus stop by the Miami-Dade County Department of Transportation and Public Works (DTPW), the Successful Proposer shall be responsible for relocating or removing the bus shelter at its own expense. An alternate location may be identified by the Successful Proposer for consideration and subject to review and approval by the City and DTPW. Re-installation of a bus shelter at a new or alternate location will be solely at the

Successful Proposer's expense.

In the event that a FDOT, County, or City-initiated roadway construction project impacts an existing bus stop, bus shelter, or bus shelter component, necessitating its removal, the Successful Proposer shall be responsible for any required alteration or the removal of the existing shelter and installation of a temporary bus shelter, pursuant to the City's adopted design, for the duration of roadway construction project, if requested by the City. The Successful Proposer is responsible for removal of the temporary shelter and re-installation of an original size bus shelter once the roadway construction project is completed. All costs associated with the removal of the existing bus shelter, installation of a temporary bus shelter, removal of the temporary bus shelter, and installation of a replacement bus shelter shall be borne by the Successful Proposer.

Before beginning construction operations, the Successful Proposer shall verify with the various utility companies that its operations are not in such proximity to utility facilities, or other property, that damage to same may result in expense, loss, disruption of service, or undue inconvenience to the public or the owner. Work shall not commence until all the arrangements necessary for the protection thereof are made. The Successful Proposer shall be solely and directly responsible to the owner of such properties for any damage, injury, expense, loss, inconvenience or delay caused by its operations.

All electrical service lines to/from the shelter site shall be underground and shall originate from a point-of-service designated by the City or other agency. Electrical service to every shelter must always be maintained in a safe working order. Any required coordination with the electric service provider and all costs associated with the electric service (service drop, disconnect, etc.) will remain the sole responsibility of the Successful Proposer.

The Successful Proposer shall not remove any bus shelter installed at a location during the contract term without first having obtained written consent of the City's Transportation Department. The City also reserves the right to require the Successful Proposer to remove any bus shelter within five (5) days written notice to the Successful Proposer.

All liability related to operation, placement, construction, installation, removal, relocation, operation and maintenance of transit shelters shall be the sole responsibility of the Successful Proposer.

**9. Restoration of Property**

All properties, on public or private land, which are damaged or removed for the installation of a bus shelter or other component at the convenience of the Successful Proposer, shall be repaired or replaced by the proposer, at no cost to the City of Miami Beach, prior to the final acceptance of the work.

Any sidewalk or pavement restoration shall be performed in accordance with the standards, specifications, and regulations of the City of Miami Beach Public Works Department. All restoration of landscaping and sodding shall conform to the standards and regulations of the City of Miami Beach.

Each bus shelter or any bus shelter component shall be cleaned-up immediately upon completion

of work at that site. All scraps, debris, excess of excavated materials, packing materials, barricades and every other kind of trash or surplus material shall be picked-up and hauled away, leaving the site neat, clean, safe, and ready for use by the public.

**10. Pre-work Conference**

After the award of the Contract, and prior to the issuance of the Notice-to-Proceed, a Pre-work Conference shall be held between the Successful Proposer, members of the City of Miami Beach, and any other agency and company that may be affected by the work. The time and place for the conference will be set by the City Administration. The Successful Proposer shall bring to this conference, for approval by the City of Miami Beach, a proposed schedule for the installation and maintenance of the bus shelters or other component over the life of the Agreement.

**11. Continuing Maintenance Obligation**

The Successful Proposer shall maintain all bus shelters and bus shelter components in first-class, like-new condition throughout the life of the contract agreement, including refurbishing, reconditioning, and, if necessary, replacing damaged shelters or shelter components (including technology components), and shall also be responsible for the cleaning, repairing, or replacement of all dirty or damaged parts thereof. The Successful Proposer shall ensure that its name and contact information is posted on all bus shelters for the public to report any deficiencies.

The Successful Proposer hereby agrees that the City will collect funds, as detailed in accordance with "Penalty Fees for Failure to Perform" section of the RFP, for failure to perform required bus shelter maintenance for the City according to the timeframe as set forth in this paragraph.

Maintenance and service of the bus shelters and any other component shall include, but not be limited to, the following:

- Every three (3) non-consecutive days, at least one (1) day apart, all surfaces including but not limited to: glass/Lexan, roof, advertising kiosk, trash container, glass windscreens, ceiling panels, seating, leaning rails, vertical columns and signs shall be thoroughly cleaned; graffiti (paint, markers), stickers and unauthorized posters removed; and the sidewalk surface under and in a radius of ten (10) feet from the outer edge of the bus shelter shall be maintained in a safe, clean, attractive, and sanitary condition, and in good working order and state of good repair, free of dirt, grime, sugar drink spills, wet paint, bio-hazards, dust, graffiti, overgrown grass and/or weeds, overflowing trash, litter and debris, sticky material (chewing gum for example) and other rubbish. This effort includes power washing of shelter and shelter area, bearing in mind that high volume stops/shelters may require more frequent cleaning and power washing. Any deficiencies listed above shall be addressed within 24 hours of its discovery, or after receipt of a request from the City, or the public;
- All visible painted areas shall be kept free of chipped, faded, peeling, and/or cracked paint;
- All visible unpainted metal areas shall be kept free of rust and corrosion;
- All clear glass parts shall be kept unbroken and free of cracks, dents, graffiti, blemishes, and discoloration;

- Clean and maintain shelter drainage system in operating condition at all times (gutters, spouts and any other parts)
- The structural parts shall not be broken, damaged, or unduly misshapen;
- Disinfectants, cleaning products, methods and procedures that have been environmentally-friendly certified shall be used and not damage surface areas;
- The Successful Proposer shall maintain a daily log (electronically and hand-written) for each bus stop certifying scheduled services were performed. The daily log shall include a checklist of scheduled duties and the date and time services were performed. In addition, the daily log shall include space for reporting site discrepancies that were found during site inspection. Discrepancies reported shall include, at a minimum, vandalism and graffiti, that was removed and the location where it was found. Burnt-out light fixtures, broken and unserviceable equipment shall be reported to the City upon discovery and should be included in the daily log. The daily log shall be provided monthly;
- Proper illumination shall be maintained at all bus shelters, in terms of lighted visibility at the bus shelter, from dusk until dawn, and repair all non-illuminated bus shelters within 24 hours of its discovery by the Successful Proposer, or after receipt of such non-illumination concerns at the shelter from the City or the public;
- All electrical components and wiring shall be checked every six months and a report provided to the City (including but not limited to GFCI and grounding);
- Any glass panel will be replaced if etching/scratching affects more than 20% of the panel or if the etching/scratching is socially unacceptable (obscenities, gang symbols, text or symbols promoting hatred, etc.).
- Routine maintenance inspection on the exterior of each bus shelter unit shall be conducted during cleaning. The inspection crew shall either address issues during the site visit or immediately report any issues beyond basic maintenance that need further attention to specialized technician/maintenance crew through a work order system as part of an electronic software application.

The Successful Proposer shall prepare a maintenance schedule for all bus shelters in the City that complies with the maintenance provision herein. Said maintenance schedule shall be provided to the City for review and approval. Any changes to the approved maintenance schedule shall be reported to the City immediately for review and approval.

Additionally, the proposer is required to establish and operate a maintenance and operations center for managing construction, operation and maintenance of the bus shelters, including the ability to receive and respond to complaints, comments, reports and concerns regarding the installation, maintenance, and operation of bus shelters. The proposer shall create and make available at no cost to the City, web-based portal that will provide, throughout the term of the Agreement, up-to-date information about the bus shelter construction, installation, operation and maintenance schedule for each bus shelter including citizens' complaints. As improvements in technology become available, Successful Proposer shall implement such improvements in the web-based portal. Bus shelters shall conspicuously display the phone number of the Successful Proposer's maintenance and operations center, together with instructions to the public to report any damage, vandalism, graffiti, malfunction, cleanliness matter, compliments, complaints or concerns to such maintenance and operations center and the website for web-based portal. Asset number shall be also displayed, facilitating identification of the shelter. Toll-free phone

system/answering service shall be established and available 24 hours a day, seven (7) days a week, for customer service calls from the public and the City. Successful Proposer shall ensure that incoming calls never get a busy signal and that representative is always available to answer or immediately return calls related to bus shelter related emergencies.

The Successful Proposer shall compile and maintain the log of public complaints or comments received, together with documentation and detailed account of Successful Proposer's response in each instance. The Successful Proposer shall make this information available on a public web-based portal within three (3) business days of its receipt of any such information, for review by the City and the public. The Successful Proposer shall ensure that any such information posted remains publicly available on a web-based portal for a minimum of one (1) year and the Successful Proposer shall archive and maintain this information for review by the City for the term of the contract agreement.

The Successful Proposer shall provide the City, at the beginning of each year of the agreement, a complete maintenance and cleaning program with a schedule of frequency of maintenance and cleaning inspections to be conducted for each bus shelter or other applicable component, for review and approval by the City.

The Successful Proposer shall provide a telephone number(s) which will be answered 24 hours per day in the event City representative(s) must contact the Successful Proposer to request emergency repair or cleaning services.

**12. Repair of Damaged or Vandalized Bus Shelters**

The Successful Proposer shall:

A. Secure the site, in case damage or vandalism is of an emergency or hazardous nature (for example, broken glass or damaged and protruding components), within three (3) hours of notification, and the final repair shall be performed within 24 hours of its discovery by the Successful Proposer, or after receipt of notice of such vandalism or damage from the City or the public;
B. Remove and replace damaged bus shelters that cannot be repaired on-site within 48 hours:
    a. Reinstall repaired bus shelters within 30 calendar days of removal or provide written notice to the City's Project Manager within 14 calendar days of removal, if the damaged bus shelter cannot be repaired and reinstalled within the required 30 day period, and stating the reasons for the additional time, subject to City approval;
    b. Ensure that replacement bus shelters comply with all requirements for bus shelter installation standards;
    c. The Successful Proposer shall be responsible for the lawful removal of the bus shelter and any associated disposal fees for destroyed/damaged shelter components;

C. Repair bus shelter damages that are hazardous (posing danger to the public) and repair/replace malfunctioning bus shelter lighting systems caused by damage or vandalism

within 24 hours of discovery by the Successful Proposer or upon notice from the City or the public;

D. Provide a written monthly report to City's Project Manager of bus shelters that have been subject to repeated vandalism;
E. Obtain all necessary approvals and permits and be responsible for paying any applicable fees as required by the City and any other agencies to properly remove and replace damaged bus shelters;
F. The Successful Proposer hereby agrees that the City may collect a penalty fee as detailed in "Penalty for Failure to Perform" section for failure to perform required bus shelter services for the City, in accordance with the timeframe as set forth in this paragraph.

All bus shelter replacements, repairs, and spare parts shall be provided and installed at Successful Proposer's sole expense.

**13. Bus Shelter Components and Parts**

The Successful Proposer shall ensure the availability of bus shelter components for installation of new shelters as well as for expedient repairs of damaged bus shelters for the term of the resultant contract. Materials and components shall comply with the approved construction plans and specifications of the bus shelters. The Successful Proposer is responsible for any third-party cost to integrate bus shelter components for proper operation.

**14. Inspection**

Bus shelters and other applicable components will be subject to inspection by the City of Miami Beach at any time during the contract period for compliance with the requirements established in this proposal and the subsequent contract performance standards. Such inspection is for the sole benefit of the City of Miami Beach and shall not relieve the Successful Proposer of the responsibility of providing measures to ensure that the bus shelters or other applicable components strictly comply with the Contract documents.

**15. Placement Conditions**

The installation of bus shelters or other applicable component within the public rights-of-way and in any manner connected with the Streets and Sidewalks within the City shall be subject to approval by the Department of Public Works and shall conform to the following requirements:

- It shall be free of interference with the flow of pedestrians, bicycles, wheelchairs, or vehicular traffic;
- It shall conform to department standards for objects within the right-of-way and will accommodate access to City facilities, whether said facilities were installed pre or post shelter construction (in cases where conflicts are unavoidable, the bus shelters will be relocated at the Successful Proposer's sole expense);
- It shall allow ingress and egress from any place of business;
- It shall be free of interference with the function of traffic signs or signals, hydrants, mailboxes, or any other street furniture;

- It shall comply with all requirements of the Americans with Disabilities Act (ADA) for pathway clearances and maneuverability. The required dimensions shall be shown in the permit submittal engineering drawing;
- Bus benches and shelters shall be placed in accordance with the clear sight distance and line of sight standards as defined by State, County and City standards;

Bus shelters or other components shall be placed or otherwise secured to prevent their being blown down or around the Street or Sidewalk and in compliance with the South Florida Building Code for resistance to hurricane force winds.

Bus shelters shall be placed, installed, used, or maintained so as to comply with the Code of the City of Miami Beach and shall not be located within five (5) feet of any pedestrian crosswalk, taxi stand, or counter window or within fifteen (15) feet of any fire hydrant, fire call box, police call box, or other emergency facility or within four (4) feet of the curb unless specifically approved by the Public Works Department.

The existing inventory of bus stops within the City shall be the basis for the location of new bus shelters. The City reserves the right to reject a location if it deems it necessary because the placement might create a public nuisance or hazard.

**16. Advertising Standards**

While the City understands the need to maximize advertising revenue, the City is also interested in maintaining a pleasant and aesthetic image and ensure the quality-of-life of its residents.

New bus shelters will allow digital advertisement, static advertisement, or a combination of both to be displayed. Some bus shelters may not contain advertisement. The Successful Proposer shall have the right to solicit and sell advertising to be installed on bus shelters and have the right to negotiate the advertising rates. Advertising shall include standard 4x6-foot posters and electronic displays at select locations to be agreed upon by the City and the Successful Proposer.
The Successful Proposer is solely responsible for all design, development, production, redesign, removal, and installation of advertising. The City, at its discretion, may request removal of any advertisement if it deems the advertisement is offensive, objectionable, or inappropriate.

The Successful Proposer shall provide, install, and maintain high quality, professionally designed commercial advertising displays on bus shelters designated by the City. The Successful Proposer shall adhere to generally accepted principles of advertising in relation to good taste and truth in advertising. No advertising which is considered objectionable and offensive in its content or method of presentation shall be displayed. Whenever a question arises as to the propriety of an advertisement, prior to its installation, the Successful Proposer is required to submit the advertisement work to the City's Project Manager, for review and approval.

The Successful Proposer shall provide no more than one (1) static advertisement display per face of the advertising box.

The Successful Proposer is required to remove any and all non-compliant bus shelter

advertisement display, as detailed below, within 24 hours after receipt of official notice from the City Manager or City's Project Manager.

The Successful Proposer shall comply with the following:

1. No advertising shall contain the words "STOP", "LOOK", "DRIVE IN", "DANGER" or any other word, symbol, or displays designed to distract vehicular traffic.

2. No advertising shall contain material that is immoral, lascivious, or obscene as defined in Section 847.001 Florida Statutes.

3. No advertising shall be for businesses engaged in any activity that requires the exclusion of minors pursuant to Chapter 847, Florida Statutes.

4. Tobacco advertising or electronic cigarette advertising shall not be allowed.

5. Political or political campaign advertising shall not be allowed.

6. Advertising of alcoholic beverages, as defined by Section 561.01, Florida Statutes, shall be permitted with the following restrictions:

    a. No advertising for alcoholic beverages shall be within one-quarter mile of any type of public or private school, including pre-schools, elementary schools, middle schools, high schools, colleges, and universities;

    b. No advertising for alcoholic beverages shall be within one-quarter mile of houses of worship, including churches, synagogues, temples, and mosques;

    c. No advertising for alcoholic beverages shall be within one-quarter mile of Hospitals or addiction treatment centers;

    d. All advertising for alcoholic beverages will require approval from the City's Project Manager;

    e. All advertising for alcoholic beverages must include the disclaimer below as mandated by the Alcoholic Beverage Labeling Act ("ABLA") of 1988. Government warning disclaimer must be equal to at least 10% of the size of the ad: "GOVERNMENT WARNING: (1) According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. (2) Consumption of alcoholic beverages impairs your ability to drive a car or operate machinery, and may cause health problems."

7. No advertising shall contain libelous material or material detrimental to the operation or goals of the City.

**17. City's Self-Promotional Space**

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The Successful Proposer shall provide the City with exclusive access to, at minimum, five percent (5%) of advertising faces for City self-promotional announcements on an on-going basis. City will determine the location of bus shelters for self-promotional announcements.

From time to time, the City may need more advertisement space than what exclusive space can provide. Successful Proposer shall accommodate City's need for self-promotion by providing the City with access to remnant space for a minimum of four (4) weeks in duration.

The Successful Proposer will be notified at least two (2) weeks in advance of the City's intention to place an advertisement. Successful Proposer shall then make arrangements for the installation of the City's advertising. The City will provide the finished artwork for the City's self-promotional announcement (either for a static poster or digital advertisement (as applicable)) to the Successful Proposer for final production, printing, and installation. Static advertisement (posters) shall be printed and installed within five (5) business days. Digital advertisement shall be posted within three (3) business days.

The Successful Proposer shall pay for the printing cost for the City's self-promotional announcement posters, and install, maintain, and remove these posters or digital advertisement at the Successful Proposer's expense, as requested by the City.

## 18. Advertising Removal

Notwithstanding the provisions of Paragraph "Advertising Standards", approval by the City of advertising materials, advertisements, and manner of presentation is not required.

The City Manager or City's Project Manager will require the Successful Proposer to remove any advertising that fails to comply with Paragraph "Advertising Standards". The Successful Proposer shall remove advertising within 24 hours upon issuance of a written request from the City Manager or City's Project Manager to remove said advertising.

In the event the Successful Proposer fails to remove the advertising as specified herein, the City may take necessary actions to remove the advertisement. The Successful Proposer is obligated to reimburse the City for actions taken under this provision. The City is not liable for any damages in connection therewith.

In the event the City determines that an advertisement that was previously required to be removed is later advertised again or not removed, the Successful Proposer hereby agrees that the City may collect funds as detailed in Paragraph "Penalty for Failure to Perform" of the RFP, where such advertising is discovered by the City and not removed within the timeframe as set forth in this paragraph. The City will take necessary actions to remove the advertisement and request reimbursement from the Successful Proposer for costs incurred.

## 19. Revenue Sharing Proposal

Proposer must include a revenue sharing schedule to be paid to the City from the advertising revenue. A minimum payment per quarter for the total of the shelters and other components is required by the City. A percentage of revenue sharing above and beyond the minimum payment shall

be included with the proposal. The percentage portion shall be paid on a quarterly basis together with a minimum payment. Revenue sharing proposal shall be specific for each year of the contract. A detailed CPA Certified statement of Gross receipts shall be provided to the City on an annual basis throughout the life of the Agreement.

**20. Penalty Fees for Failure to Perform**

It is the intent of the City of Miami Beach to impress upon the Successful Proposer the need for continual maintenance of the bus shelters or other components in as clean, safe, and presentable condition as possible.

The Successful Proposer shall correct any conditions making any bus shelter or its components unacceptable to the public, property owners in the vicinity, or to the City of Miami Beach, the latter being the final judge of the criterion of acceptability. If any of the bus shelters or bus shelter components to be maintained by the Successful proposer through a resulting contract is deemed unacceptable by the City of Miami Beach, the Successful Proposer shall be notified in writing, via email, or by telephone.

In accordance with the service requirements of the contract, the Successful Proposer shall be liable for damages resulting from its failure to meet contractual requirements or performance standards. The City's assessment of any and all performance penalty fees shall be final. The City will facilitate the fee assessment by invoicing the Successful Proposer for the amount assessed.

The penalty fee shall be interpreted as failure to maintain the existing bus shelters, as directed by the City. A written notice of violation and intent to impose a penalty fee shall be provided to the Successful Proposer in the form of a written report. These Penalty Fee reports will be issued to the Successful Proposer by the City's Project Manager, in order to afford the Successful Proposer time to notify the City of extenuating circumstances. Penalty Fee shall result in the following per diem fees per reported incident:

Violations that may result in the assessment of Penalty Fee include, but are not limited to, the following:

**Level 1 Penalty Fee:**

a) Failure to remove overflowing trash, litter and debris from bus shelter area and areas surrounding bus shelter
b) Failure to remove graffiti or stickers at a specific shelter site

**Level 2 Penalty Fee:**

a) Failure to remove advertising poster or digital advertisement as directed by the City Manager or City's Project Manager
b) Failure to remove and/or reinstall existing bus shelter within the required timeframe for completion of the project
c) Failure to maintain proper illumination at a shelter site
d) Failure to replace/repair any missing/vandalized/damaged/non-operational component of the shelter, including technology components

**Level 3 Penalty Fee:**

a) Failure to repair a specific damaged bus shelter caused by a vehicular accident or act of vandalism
b) Failure to remove a specific damaged shelter that cannot be repaired on site

Level 1: Penalty Fee in the amount of $100 per day (24 hours) per reported incident
Level 2: Penalty Fee in the amount of $200 per day (24 hours) per reported incident
Level 3: Penalty Fee in the amount of $400 per day (24 hours) per reported incident

## 21. Ownership

The Successful Proposer shall always retain ownership of the bus shelters and all other components during the term of the contract agreement. At the end of the initial ten (10) year period, an extension of the agreement for an additional five (5) year period may be negotiated between the Successful Proposer and the City, at the City's sole discretion. Terms for the extension shall be determined during negotiations. At the end of the term of the contract agreement, the City shall retain ownership of all bus shelters and any other bus shelter components existing at that time.

## 22. Change Of Project Manager or Key Personnel

A change in the Consultant's project manager or key personnel (as well as any replacement) shall be subject to the prior written approval of the City Manager or his designee. Replacement (including reassignment) of an approved project manager, public information officer, or any key personnel shall not be made without submitting a resume for the replacement staff person and receiving prior written approval of the City Manager or his designee (i.e. the City project manager).

## 23. Sub-Consultants

The Consultant shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City Manager shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant from the Consultant to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of Consultant.

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**24. Insurance Requirements**

This article sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods. The City reserves the right to modify insurance requirements prior to award.

- Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- Comprehensive General Liability (occurrence form), limits of liability $ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- Automobile Liability - $1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
- Thirty (30) days written cancellation notice required.
- Best's guide rating B+:VI or better, latest edition.
- The certificate must state the proposal number and title

**The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.**

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# APPENDIX D

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# Plans & Specifications by ACAI

(under separate cover)

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## 2019-306-KB
## REVENUE SHARING AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF BUS SHELTERS

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

# APPENDIX E

MIAMIBEACH

# Map and List of all Existing Bus Stops and Shelter in City

(under separate cover)

## 2019-306-KB
## REVENUE SHARING AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF BUS SHELTERS

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

DRAFT

# APPENDIX F

MIAMIBEACH

# Map and List of all Proposed Bus Stops and Shelter in City

(under separate cover)

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# PININFARINA BUS SHELTERS

## CITY WIDE PROTOTYPES - MIAMI BEACH, FL

## 100% CD's

## 07.03.2019

| BOARD OF COMMISSIONERS | PROJECT TEAM |
|---|---|
| MAYOR<br>DAN GELBER<br><br>COMMISIONER - SEAT 1<br>MICKY STEINBERG<br><br>COMMISIONER - SEAT 2<br>MARK SAMUELIAN<br><br>COMMISIONER - SEAT 3<br>MICHAEL GONGORA<br><br>COMMISIONER - SEAT 4<br>JOY MALAKOFF<br><br>COMMISIONER - SEAT 5<br>RICKY ARRIOLA<br><br>VICE MAYOR - SEAT 6<br>JOHN ELIZABETH ALEMAN | MIAMIBEACH<br>**OWNER**<br>CITY OF MIAMI BEACH<br><br>ENGINEERING FOR ARCHITECTURE<br>**M.E.P.F. ENGINEER**<br>TLC ENGINEERING FOR ARCHITECTURE<br>5757 Blue Lagoon Drive,<br>Suite 400<br>Miami, FL 33126<br>TEL: 305-263-3863<br><br>pininfarina<br>**ARCHITECTURAL DESIGNER**<br>PININFARINA OF AMERICA CORP.<br>501 Brickell Key Drive,<br>Suite 200<br>Miami, FL 33131<br>TEL: 305-424-1653<br><br>ARCHITECT OF RECORD:<br>ACAI<br>associates,inc<br>architecture engineering<br>roofing consulting<br>construction management<br>AAC001323 EB0004379 CGC010769<br>2937 W. Cypress Creek Rd., Suite 200<br>Fort Lauderdale, FL 33309<br>Tel: 954.484.4000 Fax: 954.484.5588<br>www.acaiarchitects.com<br>**PROFESSIONAL IN CHARGE**<br>ADOLFO J. COTILLA, JR., AIA<br>**REGISTRATION NUMBER**<br>AR-0008011<br><br>SEAL<br><br>**ACAI PROJECT NUMBER: 17-012 G01** |

7/23/2019 10:53:57 AM

# GENERAL NOTES

A. GENERAL CONTRACTOR RESPONSIBILITIES:

1. ALL WORK TO COMPLY WITH ALL LOCAL, STATE, NATIONAL, AND FEDERAL REGULATIONS HAVING JURISDICTION OVER THIS PROJECT.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH BUILDING REGULATIONS AND IN A QUALITY WORKMANSHIP LIKE MANNER.
3. BEFORE COMMENCING WORK, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS IN THE FIELD. ANY DISCREPANCY BETWEEN THE EXISTING CONDITIONS AND THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IN WRITING PRIOR TO THE PREPARATION OF BID AND START OF WORK.
4. IF FIELD CONDITIONS NECESSITATE ANY CHANGES OR MODIFICATIONS, THE CHANGES OR MODIFICATIONS MUST BE APPROVED BY THE ARCHITECT AND OWNER PRIOR TO PROCEEDING WITH WORK.
5. ALL EXISTING WORK NOT INDICATED FOR DEMOLITION SHALL BE PROTECTED FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE CAUSED BY THE CONSTRUCTION PROCESS.
6. THE CONTRACTOR SHALL COORDINATE ALL APPLICABLE WORK WITH ALL ASSOCIATED TRADES.
7. THE CONTRACTOR SHALL ESTABLISH ALL ITEMS WHICH REQUIRE IMMEDIATE PROCESSING DUE TO LONG LEAD OPERATING TIME. A LIST OF THESE ITEMS SHALL BE SUBMITTED TO THE ARCHITECT AND OWNER WITHIN ONE WEEK AFTER THE CONTRACT IS AWARDED.
8. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE TO THE ARCHITECT AND OWNER WITHIN ONE WEEK AFTER THE AWARD OF THE CONTRACT.
9. ALL SUBCONTRACTORS SHALL SUBMIT SHOP DRAWINGS THROUGH THE CONTRACTOR. ONCE CHECKED, THE CONTRACTOR SHALL SUBMIT THE SHOP DRAWINGS TO THE ARCHITECT FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION AND INSTALLATION.
10. MANUFACTURER'S DIRECTIONS FOR APPLICATION, INSTALLATION, AND METHODS SHALL BE FOLLOWED AND HEREWITH MADE A PART OF CONSTRUCTION DOCUMENTS.MANUFACTURER'S DIRECTIONS FOR APPLICATION, INSTALLATION, AND METHODS SHALL BE FOLLOWED AND HEREWITH MADE A PART OF CONSTRUCTION DOCUMENTS.
11. INSURANCE: THE CONTRACTOR AND EACH SUBCONTRACTOR NEEDS WORKMAN'S COMPENSATION AS REQUIRED BY LAW AND OWNER REQUIREMENTS AND SUFFICIENT PROTECTION FOR CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, SHOULD THEY ARISE FROM OPERATIONS UNDER CONTRACT.
12. CONTRACTOR IS TO EXERCISE SPECIAL CARE IN THE HANDLING OF MATERIALS, EQUIPMENT, AND RUBBISH TO AVOID INCONVENIENCE AND ANNOYANCE TO ADJACENT BUILDINGS AND TENANT AREAS.
13. ALL PHASING AND ALTERNATE DAILY ROUTES DURING CONSTRUCTION SHALL BE DEVELOPED BY THE CONTRACTOR AS PART OF THEIR MEANS AND METHODS. COORDINATE ALL PHASING WITH THE OWNER.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF SAFETY BARRICADES TO ENSURE SAFETY INSIDE THE BUILDING DURING CONSTRUCTION IN AREAS AFFECTED BY THIS CONTRACT.
15. MEANS AND EGRESS SHALL BE CONTINUOUSLY MAINTAINED FREE OF ALL OBSTRUCTIONS IN CASE OF FIRE OR OTHER EMERGENCY.
16. NO SUBSTITUTIONS ARE TO BE MADE WITHOUT APPROVAL BY THE ARCHITECT AND OWNER. CONTRACTOR TO SUBMIT SUBSTITUTE MATERIAL SPECIFICATIONS FOR APPROVAL IN WRITING TO THE ARCHITECT AND OWNER PRIOR TO COMMENCEMENT OF WORK.
17. CONTRACTOR SHALL HAVE AND ENGLISH-SPEAKING SUPERVISOR/REPRESENTATIVE ON THE WORK SITE AT ALL TIMES, WHO SHALL BE THOROUGHLY KNOWLEDGEABLE OF ALL PLANS, SPECIFICATIONS, AND OTHER CONTRACT DOCUMENTS AND HAS THE AUTHORITY TO ACT IN THE CONTRACTOR'S BEHALF.
18. ALL MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED.
19. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK.

B. PROGRESS CLEANING:

1. MAINTAIN AREAS FREE OF WASTE MATERIALS, DEBRIS, AND RUBBISH. MAINTAIN SITE IN A CLEAN AND ORDERLY CONDITION.
2. CONDUCT CLEANING AND DISPOSAL OPERATIONS TO COMPLY WITH LOCAL ORDINANCES AND ANTI-POLLUTION LAWS: A) DO NOT DISPOSE OF VOLATILE WASTES SUCH AS MINERAL SPIRITS, OIL, OR PAINT THINNER IN STORM OR SANITARY SEWER. B) DO NOT DISPOSE OF WASTES INTO STREAMS OR WATERWAYS. USE MATERIALS WHICH WILL NOT CREATE HAZARDS TO HEALTH OR PROPERTY, AND WHICH WILL NOT DAMAGE SURFACES.
3. USE ONLY MATERIALS AND METHODS RECOMMENDED BY MANUFACTURER OF MATERIAL BEING CLEANED.
4. PROVIDE CONTAINERS AND LOCATE ON SITE FOR COLLECTION OF WASTE MATERIALS, RUBBISH, AND DEBRIS WHEN APPLICABLE.
5. EXECUTE CLEANING TO ENSURE THAT BUILDING, GROUNDS, AND PUBLIC PROPERTIES ARE MAINTAINED FREE FROM ACCUMULATIONS OF WASTE MATERIALS AND RUBBISH.
6. USE EXPERIENCED WORKMEN OR PROFESSIONAL CLEANERS FOR FINAL CLEANING.
7. REMOVE WASTE, DEBRIS, AND SURPLUS MATERIALS FROM SITE. CLEAN GROUNDS, REMOVE STAINS, SPILLS, AND FOREIGN SUBSTANCES RESULTING FROM CONSTRUCTION WORK FROM PAVED AREAS, AND SWEEP CLEAN. RAKE OTHER EXTERIOR SURFACES AS APPLICABLE.

C. TEMPORARY CONTROLS:

1. NOISE CONTROL: PROVIDE ALL NECESSARY REQUIREMENTS FOR NOISE CONTROL DURING CONSTRUCTION PERIODS. CONFORM WITH APPLICABLE OSHA REQUIREMENTS AND LOCAL ORDINANCES HAVING JURISDICTION.
2. DUST CONTROL: EXECUTE WORK BY METHODS TO MINIMIZE RAISING DUST FROM CONSTRUCTION OPERATIONS. PROVIDE POSITIVE MEANS TO PREVENT AIR-BORN DUST FROM DISPERSING INTO ATMOSPHERE.
3. DEBRIS CONTROL: MAINTAIN ALL AREAS FREE OF EXTRANEOUS DEBRIS. PROVIDE CONTAINERS FOR DEPOSIT OF DEBRIS.
4. POLLUTION CONTROL: PROVIDE METHODS, MEANS, AND FACILITIES TO PREVENT CONTAMINATION OF SOIL, WATER, AND ATMOSPHERE FROM DISCHARGE OF NOXIOUS, TOXIC SUBSTANCES, AND POLLUTANTS PRODUCED BY CONSTRUCTION OPERATIONS.

D. REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS:

1. CLEAN AND REPAIR DAMAGE CAUSED BY INSTALLATION OR USE OF TEMPORARY WORK.
2. RESTORE EXISTING FACILITIES USED DURING CONSTRUCTION TO ORIGINAL CONDITION. RESTORE PERMANENT FACILITIES USED DURING CONSTRUCTION TO SPECIFY CONDITION.

E. CONTRACT CLOSEOUT:

1. SUBMIT WRITTEN CERTIFICATION THAT CONTRACT DOCUMENTS HAVE BEEN REVIEWED, WORK HAS BEEN INSPECTED, AND THE WORK IS COMPLETE IN ACCORDANCE WITH CONTRACT DOCUMENTS AND READY FOR ARCHITECT'S REVIEW.
2. PROVIDE SUBMITTALS TO ARCHITECT THAT ARE REQUIRED BY GOVERNING OR OTHER AUTHORITIES.
3. SUBMIT FINAL APPLICATION FOR PAYMENT IDENTIFYING TOTAL ADJUSTED CONTRACT PRICE, PREVIOUS PAYMENTS, AND AMOUNT OF REMAINING DUE.
4. ADJUST OPERATING PRODUCTS AND EQUIPMENT TO INSURE SMOOTH AND UNHINDERED OPERATION.
5. INSTRUCT OWNER'S PERSONNEL IN OPERATION, ADJUSTMENT AND MAINTENANCE OF EQUIPMENTS AND SYSTEMS USING THE OPERATION AND MAINTENANCE DATA AS THE BASIS OF INSTRUCTION.
6. REMOVE TEMPORARY PROTECTION AND LABELS NOT REQUIRED TO REMAIN.

F. PROJECT SPECIFIC NOTES:

1. THESE DRAWINGS ARE FOR A PROTOTYPICAL BUS SHELTER AND REPRESENT ONE PART OF THE OVERALL CONTRACT DOCUMENTS REQUIRED FOR THE INSTALLATION OF A BUS SHELTER ON A SPECIFIC SITE. SITE SPECIFIC DRAWINGS INCLUDE CIVIL, ELECTRICAL AND OTHER DISCIPLINES ILLUSTRATING OTHER WORK REQUIRED FOR A COMPLETE BUS SHELTER INSTALLATION WILL BE REQUIRED.
2. THE ELEMENTS SHOWN HEREIN ARE INTENDED TO BE TYPICAL AND REPETITIVE. THE LOCATION AND ORIENTATION OF THE ELEMENTS SHALL BE COORDINATED WITH THE SITE / CIVIL DRAWINGS. ANY DEVIATIONS TO THESE DRAWINGS REQUIRED DUE TO SPECIFIC SITE CONDITIONS SHALL BE REVIEWED BY THE ARCHITECT PRIOR TO PROCEEDING.
3. THE BUS SHELTER AND SIGNAGE STRUCTURE IS INTENDED TO BE PLACED AT SPECIFIC LOCATIONS AS PART OF THIS PROJECT. LOCATION SPECIFIC ENGINEERING ISSUES ARE NOT PART OF THESE DRAWINGS. ANY DEVIATIONS REQUIRED FROM THESE DRAWING DUE TO SPECIFIC SITE CONDITIONS SHALL BE REVIEWED BY THE ARCHITECT PRIOR TO PROCEEDING.

G. SHOP DRAWINGS & QUALITY CONTROL:

1. THESE DRAWINGS ARE INTENDED TO SHOW THE GENERAL ARRANGEMENT, DESIGN, AND EXTENT OF THE WORK ONLY. THEY ARE NOT INTENDED TO BE SCALED OR TO SERVE AS SHOP DRAWINGS OR PORTIONS THEREOF.
2. DO NOT SCALE DRAWINGS. DIMENSIONS PROVIDED ON THESE DRAWINGS ARE GENERAL TO SHOW BASIC ARRANGEMENTS AND EXTENTS. CONTRACTOR WILL NEED TO USE 3D MODELS SUPPLIED BY PININFARINA AS A BASIS FROM WHICH TO DEVELOP SHOP DRAWINGS.
3. CONTRACTOR SHALL UTILIZE A SOLE FABRICATOR TO ASSEMBLE THE COMPLETE SHELTER STRUCTURE, COMPONENTS, AND EQUIPMENT. THE SHOP DRAWINGS FROM THIS FABRICATOR SHALL INDICATE ALL WORK NECESSARY FOR THE SHELTER CONSTRUCTION AND BE SIGNED & SEALED BY A FL REGISTERED ENGINEER. SUITABLE MANUFACTURERS INCLUDE:
   A. LANDSCAPE FORMS
   B. FORMS AND SURFACES
   C. FUTURE SYSTEMS INC.
   D. BRASCO INTERNATIONAL.
4. THE BUS SHELTERS ARE INTENDED TO BE A HIGH QUALITY, SEAMLESS, AND ALL-INCLUSIVE FABRICATION. THIRD PARTY COMPONENTS AND EQUIPMENT MUST BE SEAMLESSLY INTEGRATED INTO THE STRUCTURE FOLLOWING THESE DRAWINGS AS A GUIDELINE.
5. THE STRUCTURAL COMPONENTS AND ANY ADDITIONAL CONNECTIONS / MATERIALS REQUIRED TO BRIDGE GAPS BETWEEN THE STRUCTURE AND OTHER COMPONENTS AND EQUIPMENT SHALL BE OF THE SAME FINISH AND AS SEAMLESS AS FEASIBLE.
6. ELEMENTS OF THE SHELTER STRUCTURE DEPICTED IN THESE DRAWINGS SHALL BE SIZED, FABRICATED AND DETAILED TO ALLOW ASSEMBLY IN THE FIELD WITH EASE AND WITHOUT THE NEED OF CRANES OR SIMILAR ERECTION METHODS. SEE STRUCTURAL DRAWINGS FOR INTENT OF SEPARATION OF INDIVIDUAL STRUCTURAL ELEMENTS.
7. SHOP DRAWINGS SHALL BE REVIEWED AND APPROVED BY THE CITY, ACAI, AND PININFARINA PRIOR TO BEGINNING ANY FABRICATION OR CONSTRUCTION.
8. SUBMITTALS FOR ALL COMPONENTS AND EQUIPMENT SHOWN ON THESE DRAWINGS ARE REQUIRED FOR THE SHELTER CONSTRUCTION SHALL BE REVIEWED AND APPROVED BY THE CITY, ACAI, AND PININFARINA PRIOR TO ANY WORK BEGINNING.
9. CONTRACTOR SHALL REVIEW & STAMP EACH SUBMITTAL PRIOR TO SUBMITTING TO THE CITY, ACAI AND PININFARINA TO ENSURE IT IS IN ACCORDANCE WITH THESE DRAWINGS.
10. CITY/ ACAI / PININFARINA REVIEW OF THE SHOP DRAWINGS / SUBMITTALS IS LIMITED TO CHECKING FOR CONFORMANCE WITH THE INFORMATION GIVEN AND THE DESIGN CONCEPT EXPRESSED IN THESE DRAWINGS. THE CONTRACTOR REMAINS TOTALLY RESPONSIBLE FOR ALL DIMENSIONS, QUANTITIES, CONSTRUCTION METHODS AND MEANS, TECHNIQUES, SEQUENCES IN THE WORK, AND PROCEDURES.

H. SAMPLES & MOCK-UP:

1. PROVIDE SAMPLES OF THE FOLLOWING FOR REVIEW AND APPROVAL BY THE CITY, ACAI, AND PININFARINA;
   A. STRUCTURE & OTHER CONNECTIONS / MATERIALS AND FINISHES
   B. PV INTEGRATED GLAZING WITH CERAMIC FRIT PATTERN, ONE FOR EACH COLOR
   C. VERTICAL GLAZING WITH COLOR, SAMPLE PATTERN, SAMPLE LOCATION, AND SAMPLE CITY NAME.
   D. CONCRETE SURFACE REFLECTIVE PAINT.
   E. SEATING MATERIAL AND FINISH.
   F. LEANING RAIL MATERIAL AND FINISH.
2. AFTER SHOP DRAWING APPROVAL, AND PRIOR TO FULL-SCALE PROTOTYPE FOR EACH SHELTER TYPE (7 TOTAL) FOR REVIEW AND APPROVAL BY THE CITY, ACAI, AND PININFARINA. INCLUDE A MOCK-UP OF THE REFLECTIVE PAINT BORDER AND CITY NAME LOGO. CONTRACTOR SHALL COORDINATE A LOCATION WITHIN THE CITY WHERE THE MOCK-UPS CAN BE INSTALLED, AND MAY BE UTILIZED AS ACTUAL SHELTERS IF APPROVED BY THE TEAM. PROTOTYPES SHALL BE PRODUCED WITHIN 60 DAYS FROM CONTRACT EXECUTION.

I. GLAZING REQUIREMENTS

1. VERTICAL GLAZED PANELS
   A. SIZES, SHAPES, AND INSTALL CONFIGURATION AS SHOWN IN THE DRAWINGS.
   B. 9/16" LAMINATED, RATED FOR LARGE MISSILE IMPACT.
   C. INTER-LAYER: DIACHROMATIC FILM WITH A COLOR RANGE FROM CYAN TO MAGENTA. ACCEPTABLE MANUFACTURERS:
      a. BENDHEIM (BASIS OF DESIGN)
      b. SKYLINE DESIGN
      c. SCHOTT
      d. 3M
2. HORIZONTAL ROOF GLAZING WITH INTEGRATED PV CELLS (AND WITHOUT)
   A. SIZES, SHAPES, AND INSTALL CONFIGURATION AS SHOWN IN THE DRAWINGS.
   B. ANY SHELTER THAT WILL NOT BE HARD-WIRED SHALL HAVE THE PV CELLS.
   C. ROOF SYSTEM SHALL BE LAMINATED, AND IMPACT RATED FOR LARGE MISSILE IMPACT. INTER-LAYER SHALL CONSIST OF INTEGRATED 6"X6" PV CRYSTALLINE SOLAR CELLS. CUSTOM PATTERN CERAMIC FRIT SHALL BE APPLIED TO UNDERSIDE OF BOTTOM LAYER. SEE DETAILS AND ELECTRICAL DRAWINGS FOR MORE INFORMATION.
   D. ACCEPTABLE MANUFACTURERS:
      a. SOLAR ONYX (BASIS OF DESIGN)
      b. CRAWFORD TRACY
      c. SOLARIA
      d. DEAMOR
      e. ENERGY GLASS
      f. PILKINGTON
      g. WALTERS & WOLF
3. SHOP DRAWINGS FOR GLAZING INSTALLATION SHALL BE FULLY INTEGRATED INTO THE OVERALL SHOP DRAWINGS REQUIRED IN SECTION "H" OF THESE NOTES. SEPARATE SHOP DRAWINGS OF THE GLAZING INSTALLATION WILL NOT BE ACCEPTABLE.

J. AD-BOX REQUIREMENTS

1. SIZES, SHAPE, AND INSTALL CONFIGURATION AS SHOWN IN THE DRAWINGS.
2. THE AD-BOX DEPICTED IN THESE DRAWINGS IS INTENDED TO HOUSE A VARIETY OF OPTIONS INCLUDING A 4'X6' STANDARD STATIC AD POSTER, A 55" DIGITAL DISPLAY, & A 75" DIGITAL DISPLAY.
3. DETAILING OF THE AD-BOX IN THESE DRAWINGS FOR DESIGN INTENT ONLY. FULL SHOP DRAWINGS OF THE AD-BOX, INCLUDING THE INTEGRATION OF THE COMPONENTS LISTED ABOVE, SHALL BE REQUIRED.
4. REMOVABLE ACCESS PANELS SHALL BE SUPPLIED ON EACH FACE.
5. SHOP DRAWINGS FOR THE AD-BOX SHALL BE FULLY INTEGRATED INTO THE OVERALL SHOP DRAWINGS REQUIRED IN SECTION "H" OF THESE NOTES. SEPARATE SHOP DRAWINGS OF THE AD-BOX WILL NOT BE ACCEPTABLE.

K. SHELTER STRUCTURE PAINT

1. HIGH PERFORMANCE LATEX COATING DIRECTLY APPLIED TO SHELTER STRUCTURE, DISPLAY HOUSING, AD-BOX FRAME, AND LEANING RAIL FRAME.
2. REQUIREMENTS FOR SUSTAINABLE DESIGN: ENVIRONMENTAL QUALITY CREDIT(LOW-EMITTING PAINT), MATERIAL RESOURCE CREDIT (BUILDING LIFE-CYCLE IMPACT REDUCTION, PERSISTENT, BIOM ACCUMULATIVE, AND TOXIC SOURCE REDUCTION- LEAD AND CADMIUM).
3. COATING SYSTEM: NEVERFADE 2K PERFORMANCE COATING SYSTEM WITH KYNAR CRX EMULSION-BASED, FIELD-APPLIED, WATER BASED, FLUOROPOLYMER LIQUID COATING SYSTEM.
4. 2K CORROSION RESISTANT EPOXY PRIMER AND NEVERFADE 2K PERFORMANCE TOP COAT. SPECIFICATION AS FOLLOWS:
   A. ACCELERATED WEATHERING: 3000 HOURS IN ACCORDANCE WITH ASTM D 4587
   B. WEIGHT SOLIDS: 39-55 PERCENT
   C. SOLIDS BY VOLUME 35-45 PERCENT
   D. VOC: LESS THAN 100 G/L
   E. FINISH: TO BE SELECTED BY ARCHITECT
   F. OVERALL FILM THICKNESS: 5 TO 6 MILS (0.13 TO 0.15mm) WET.
5. ACCEPTABLE OR APPROVED EQUAL MANUFACTURERS:
   A. APV ENGINEERED COATINGS (BASIS OF DESIGN)
   B. TNEMEC
   C. SHERWIN WILLIAMS
6. COLOR TO BE SELECTED BY ARCHITECT. PROVIDE 6X6 COLOR SAMPLES FOR REVIEW.

L. FABRIC MATERIAL (TEMPORARY SHELTERS):

1. SUNBRELLA OR EQUAL. PROVIDE COLOR SAMPLES FOR REVIEW.

# ARCHITECTURAL ABBREVIATIONS

| | | | |
|---|---|---|---|
| ACOUST. | ACOUSTICAL | GL. | GENERAL CONTRACTOR PROVIDED |
| ADJ | ADJUSTABLE | GCP | GLASS |
| AFF | ABOVE FINISH FLOOR | GWB | GYPSUM WALL BOARD |
| A/C | AIR CONDITIONING UNIT | HDWR | HARDWARE |
| AHU | AIR HANDLING UNIT | HM | HOLLOW METAL |
| ALUM. | ALUMINUM | HORIZ. | HORIZONTAL |
| APPROX. | APPROXIMATELY | HP | HIGH POINT |
| BD. | BOARD | HVAC | HEATING, VENTILATION & A/C |
| BLDG. | BUILDING | IN. | IN/INCHES |
| BLK. | BLOCK | INSUL. | INSULATION |
| BLKG. | BLOCKING | LT. WT. | LIGHT WEIGHT |
| B.O. | BOTTOM OF | MAX | MAXIMUM |
| BUR | BUILT UP ROOF | MECH. | MECHANICAL |
| CAB. | CABINET | MEP | MECHANICAL, ELECTRICAL & PLUMBING |
| CB | CATCH BASIN | MFG. | MANUFACTURING |
| CEM. | CEMENT | MIN. | MINIMUM |
| CG | CORNER GUARD | MISC. | MISCELLANEOUS |
| CT | CERAMIC TILE | MO | MASONRY OPENING |
| CJ | CONTROL JOINT | MTL. | METAL |
| CLKG. | CAULKING | NIC | NOT IN CONTRACT |
| CLNG. | CEILING | NTS | NOT TO SCALE |
| CLR. | CLEAR | OC | ON CENTER |
| CLO. | CLOSET | OH | OPPOSITE HAND |
| CMU | CONCRETE MASONRY UNIT | OI | OWNER INSTALLED |
| C.O. | CLEAN OUT | OP | OWNER PROVIDED |
| COL | COLUMN | OVHD. | OVERHEAD |
| CONC. | CONCRETE | PPE | PERSONAL PROTECTIVE EQUIPMENT |
| CONST. | CONSTRUCTION | P.T. | PRESSURE TREATED |
| CONT. | CONTINUOUS | PTD. | PAINTED |
| CL | CENTER LINE | QTY. | QUANTITY |
| C.P.T. | COMMON PATH OF TRAVEL | RCP | REFLECTED CEILING PLAN |
| DTL | DETAIL | RE: | REFERENCE |
| DF | DRINKING FOUNTAIN | REF: | REFERENCE |
| DIA. | DIAMETER | REQD. | REQUIRED |
| DIM. | DIMENSION | R.D. | ROOF DRAIN |
| DN | DOWN | R.O. | ROUGH OPENING |
| D.O. | DOOR OPENING | SBBC. | SCHOOL BOARD OF BROWARD COUNTY |
| DWG. | DRAWING | SCHED. | SCHEDULE |
| EA. | EACH | SCW | SOLID CORE WOOD |
| EF | EXHAUST FAN | SHT. | SHEET |
| EJ | EXPANSION JOINT | SIM. | SIMILAR |
| ELEC. | ELECTRICAL | SPEC. | SPECIFICATIONS |
| ELEV. | ELEVATION | S.S. | STAINLESS STEEL |
| EQ. | EQUAL | STD. | STANDARD |
| EW | EYE WASH | STL. | STEEL |
| EXIST. | EXISTING | STOR. | STORAGE |
| FBC | FLORIDA BUILDING CODE | STRUCT. | STRUCTURAL |
| FD | FLOOR DRAIN | SUSP. | SUSPENDED |
| FE | FIRE EXTINGUISHER | T.D. | TRAVEL DISTANCE |
| FEC | FIRE EXTINGUISHER CABINET | TEL. | TELEPHONE |
| F.F. | FINISH FLOOR | TYP. | TYPICAL |
| FIN. | FINISH | U.L. | UNDERWRITERS LAB |
| FL | FLOOR | U.N.O. | UNLESS NOTED OTHERWISE |
| FP | FIRE PROTECTION | VCT | VINYL COMPOSITE TILE |
| F.T. | FIRE TREATED | V.I.F. | VERIFY IN FIELD |
| FT | FEET/FOOT | W/ | WITH |
| GALV. | GALVANIZED | W.C. | WATER CLOSET |
| GA. | GAUGE | W.P. | WATERPROOFING |
| GCI | GENERAL CONTRACTOR INSTALLED | YD. | YARD |

# SUMMARY OF WORK

NEW PROTOTYPICAL BUS SHELTERS TO BE DEPLOYED CITYWIDE UNDER SITE SPECIFIC SEPERATE PERMITS.

PROTOTYPE SIZES INCLUDE THE FOLLOWING:

1. MINIMAL (10' X6.5')
2. STANDARD / ENHANCED (20' X 6.5')
3. MINIMAL (10'X3')
4. STANDARD / ENHANCED (20' X3')
5. TEMPORARY (10' X 6.5') & (10' X 3')

"ENHANCED" SHELTERS SHALL BE HARD-WIRED AND INCLUDE THE FOLLOWING AMENITIES:

1. DIGITAL AD DISPLAYS
2. PASSENGER INFORMATION SYSTEM
3. CCTV SECURITY CAMERAS
4. SPEAKERS

STANDARD AND MINIMAL SHELTERS SHALL HAVE THE FUTURE ABILITY TO BECOME HARD-WIRED AND RECEIVE THE SAME AMENITIES.

# APPLICABLE CODES

THE FOLLOWING IS A LIST OF APPLICABLE CODES FOR THE PROJECT. WHERE DIFFERENT REQUIREMENTS ARE SPECIFIED BETWEEN CODES, THE MOST STRINGENT AND RESTRICTIVE REQUIREMENTS ARE APPLICABLE AND ARE NOTED IN THIS OUTLINE.

FLORIDA BUILDING CODE 6TH EDITION (2017) BUILDING
FLORIDA BUILDING CODE 6TH EDITION (2017) ACCESSIBILITY
FLORIDA BUILDING CODE 6TH EDITION (2017) MECHANICAL
FLORIDA BUILDING CODE 6TH EDITION (2017) ELECTRICAL
FLORIDA BUILDING CODE 6TH EDITION (2017) PLUMBING
FLORIDA FIRE PREVENTION CODE EDITION (2015)

BUILDING/ZONING: MIAMI BEACH, FLORIDA
FIRE JURISDICTION: MIAMI BEACH, FLORIDA

# BUILDING DATA

| | |
|---|---|
| CONSTRUCTION TYPE (FBC TABLE 601) | TYPE VB |
| OCCUPANCY CLASSIFICATION (FBC CHAPTER 3 & 4) | MISCELLANEOUS - GROUP U |

# SYMBOL LEGEND

N.T.S.

| SYMBOL | DESCRIPTION |
|---|---|
| N — INDICATES DIRECTION OF TRUE NORTH | NORTH ARROW |
| 1 VIEW TITLE 1/8" = 1'-0" | VIEW NUMBER, TITLE, & SCALE |
| 1 TYP A101 — 1 TYP A101 — VIEW # ON SHEET — SHEET # | BUILDING SECTION TAG |
| 1 TYP A101 — VIEW # ON SHEET — SHEET # | WALL / PARTIAL SECTION TAG |
| VIEW # ON SHEET — SHEET # — 1 TYP A101 — EXTERIOR; 1 A101 1 — VIEW # ON SHEET — SHEET # — 1 INTERIOR | ELEVATION TAGS |
| VIEW # ON SHEET — SHEET # — SIM — 1 A101 | CALLOUT TAGS |
| 0 | COLUMN GRID DESIGNATIONS |
| Name Elevation — Name Elevation | ELEVATION TAG |

TYPICAL MATERIALS

| | | | |
|---|---|---|---|
| | CONCRETE | | MASONRY |
| | CONCRETE | | PLYWOOD |
| | GYPSUM | | WOOD |
| | STUCCO | | STEEL |
| | INSULATION | | ALUMINUM |
| | TILE / STONE | | |

# ARCHITECTURAL INDEX

| SHEET NO. | DESCRIPTION | 100% CDs |
|---|---|---|
| 0000 | COVER SHEET | 07/03/19 |
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| A-2 | STANDARD / ENHANCED 20' x 6.5' - FLOOR PLAN, REFLECTED CEILING PLAN, ELEVATIONS | 07/03/19 |
| A-3 | MINIMAL 10 x 3' - FLOOR PLAN, REFLECTED CEILING PLAN, ELEVATIONS | 07/03/19 |
| A-4 | STANDARD / ENHANCED 20' x 3' - FLOOR PLAN, REFLECTED CEILING PLAN, ELEVATIONS | 07/03/19 |
| A-5 | TEMPORARY 10' x 6.5' & 10' x 3' SHELTER | 07/03/19 |
| A-6 | SECTION & DETAILS | 07/03/19 |
| A-7 | EXTERIOR DETAILS | 07/03/19 |

# STRUCTURAL INDEX

| SHEET NO. | DESCRIPTION | 100% CDs |
|---|---|---|
| S-001 | ABBREVIATIONS SYMBOLS AND GENERAL NOTES | 07/03/19 |
| S-002 | GENERAL NOTES | 07/03/19 |
| S-101 | MINIMAL 10' x 6.5' - FOUNDATION PLAN, FRAMING PLAN, DETAILS | 07/03/19 |
| S-102 | ENHANCED 20' x 6.5' - FOUNDATION PLAN, FRAMING PLAN, DETAILS | 07/03/19 |
| S-103 | MINIMAL 10' x 3' - FOUNDATION PLAN, FRAMING PLAN, DETAILS | 07/03/19 |
| S-104 | ENHANCED 20' x 3' - FOUNDATION PLAN, FRAMING PLAN, DETAILS | 07/03/19 |
| S-105 | TEMPORARY 10'x3' FOUNDATION PLAN, FRAMING PLAN, DETAILS | 07/03/19 |
| S-106 | TEMPORARY 10'x6' FOUNDATION PLAN, FRAMING PLAN, DETAILS | 07/03/19 |
| S-107 | EXISTING FOUNDATIONS | 07/03/19 |
| S-201 | STRUCTURAL DETAILS | 07/03/19 |
| S-202 | STRUCTURAL DETAILS | 07/03/19 |

# ELECTRICAL INDEX

| SHEET NO. | DESCRIPTION | 100% CDs |
|---|---|---|
| E-001 | ELECTRICAL SYMBOL LEGEND AND GENERAL NOTES | 07/03/19 |
| E-101 | MINIMAL 10' x 6.5' - FLOOR PLAN, REFLECTED CEILING PLAN, ELEVATIONS | 07/03/19 |
| E-102 | ENHANCED 20' x 6.5' - FLOOR PLAN, REFLECTED CEILING PLAN, ELEVATIONS | 07/03/19 |
| E-103 | MINIMAL 10 x 3' - FLOOR PLAN, REFLECTED CEILING PLAN, ELEVATIONS | 07/03/19 |
| E-104 | ENHANCED 20' x 3' - FLOOR PLAN, REFLECTED CEILING PLAN, ELEVATIONS | 07/03/19 |

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| PERMIT SET REVISED | 07.22.2019 |

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PROJECT TEAM

PROFESSIONAL IN CHARGE
ADOLFO J. COTILLA, JR., AIA
REGISTRATION NUMBER AR-0008011
APPROVED BY AJC
DESIGNED BY PININFARINA / ACAI
DRAWN BY SR
CHECKED BY GVG

DATE

DESIGN CONSULTANT

MIAMIBEACH

PININFARINA BUS SHELTERS

CITY OF MIAMI BEACH

GENERAL NOTES

SHEET TITLE

ACAI associates, inc.
architecture engineering
roofing · consulting
construction management
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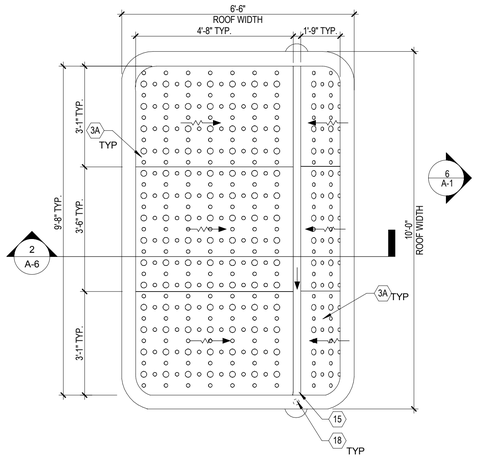
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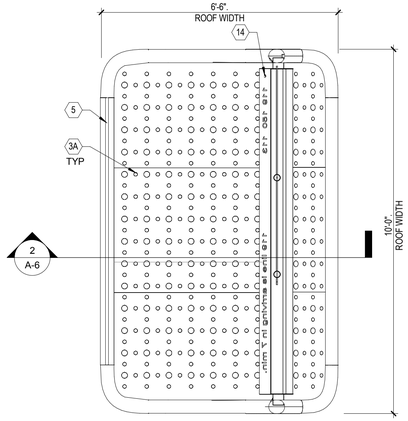
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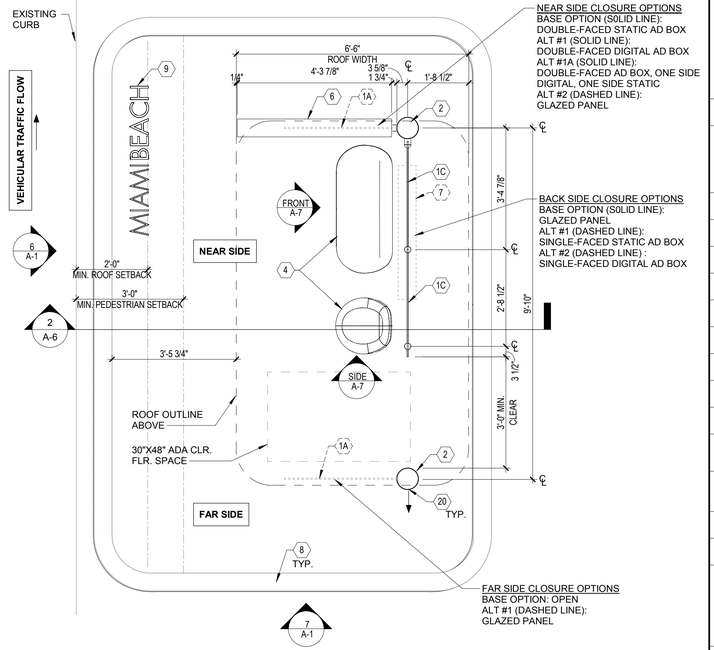

# 1 ROOF PLAN

1/2" = 1'-0"




# 2 REFLECTED CEILING PLAN

1/2" = 1'-0"



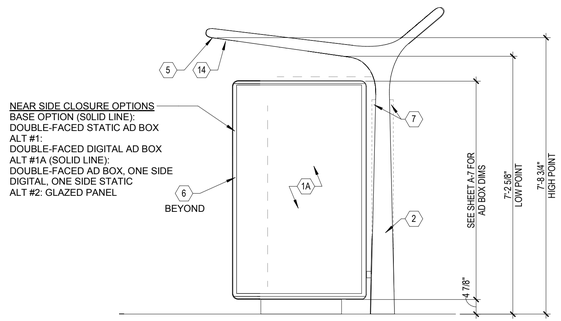

# 3 FLOOR PLAN

1/2" = 1'-0"

## FLOOR/ROOF PLAN KEY NOTES

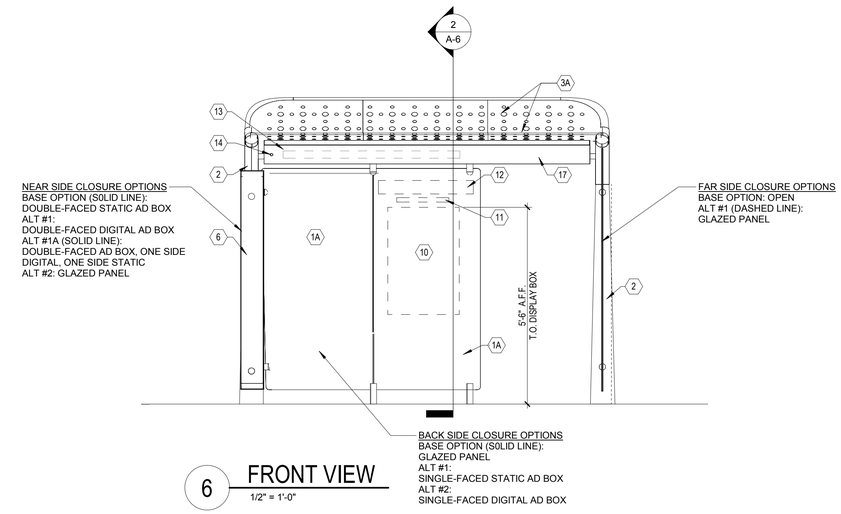
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| 3A | IMPACT GLAZING ROOF SYSTEM WITH INTEGRATED PV CRYSTALLINE SOLAR CELLS, SEE DETAILS ON SHEET A-7 |
| 3B | IMPACT GLAZING ROOF SYSTEM WITHOUT PV CELLS (ONLY AT LOCATIONS THAT ARE HARDWIRED). CUSTOM CERAMIC FRIT PATTER APPLIED TO UNDERSIDE OF GLAZING, SEE DETAILS ON SHEET A-7 |
| 4 | CAST CONCRETE ORTHOPEDIC SEATING. SEE SHEET A-7 FOR TYPICAL DETAILS. |
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NOTE:
NON-HARD WIRED SHELTERS SHALL HAVE THE FUTURE ABILITY TO BE CONVERTED TO HARDWIRED, AND ADD THE SECURITY CAMERAS, P.I.S. SYSTEMS, AND SPEAKERS DEFINED ABOVE.




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1/2" = 1'-0"




# 6 FRONT VIEW

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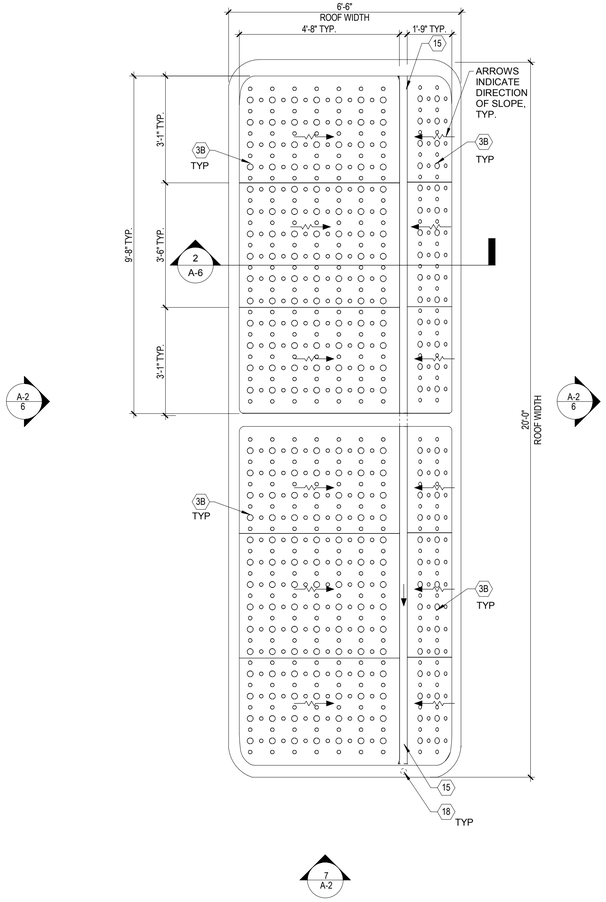
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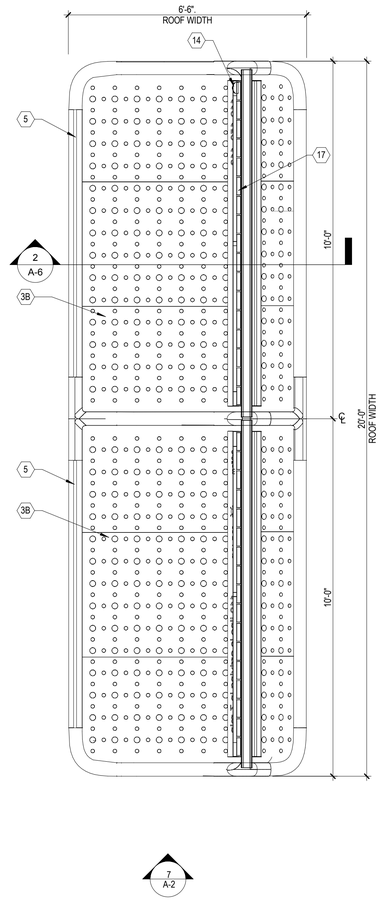






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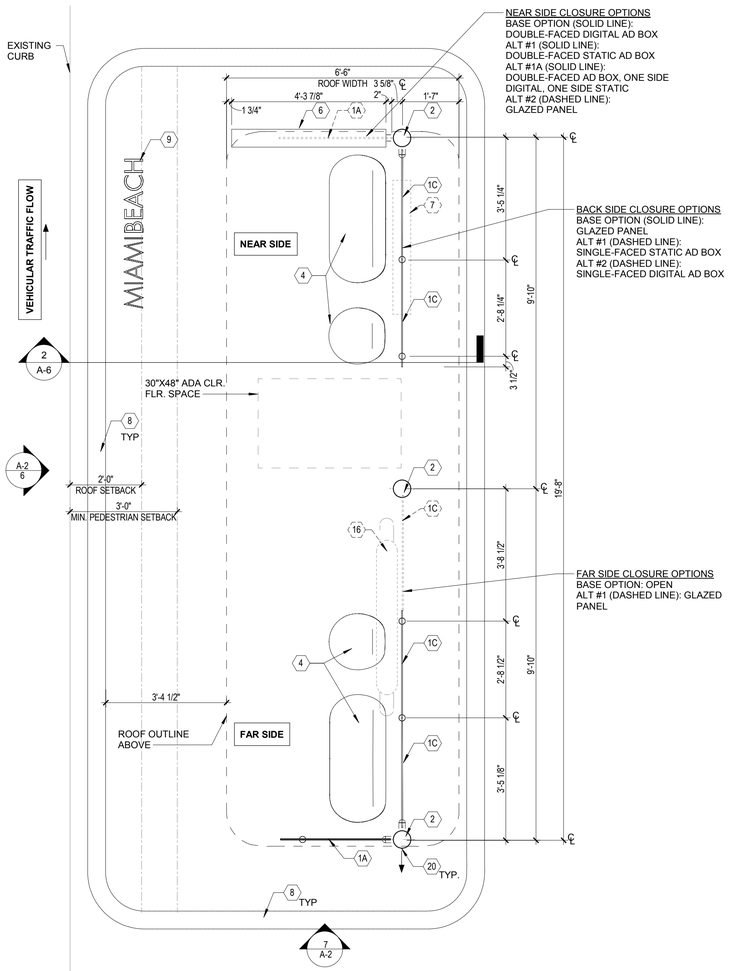






## 2 REFLECTED CEILING PLAN

1/2" = 1'-0"




## 3 FLOOR PLAN

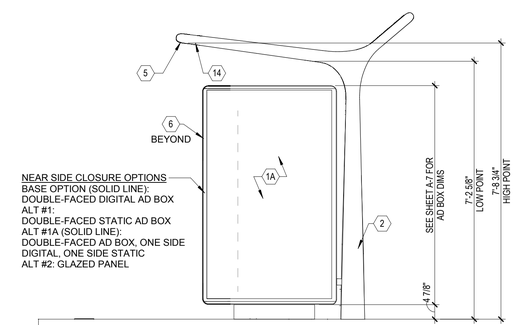
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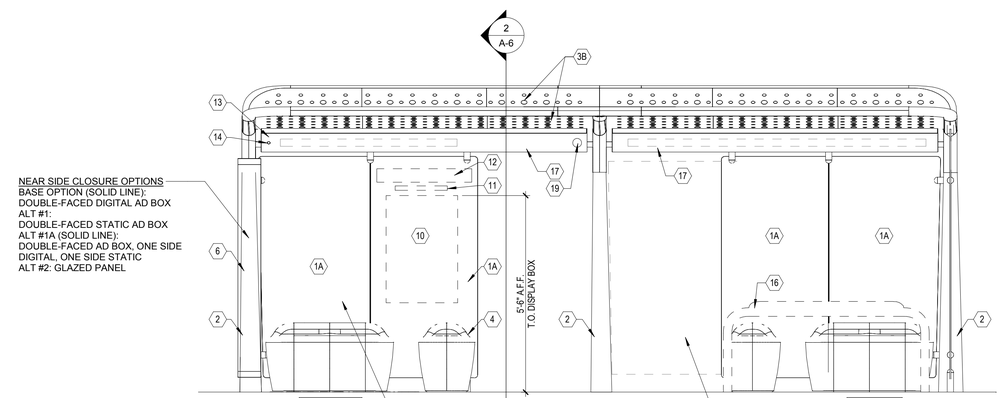
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1/2" = 1'-0"




## 6 FRONT VIEW

1/2" = 1'-0"

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ARCHITECT OF RECORD

**17-012 G01**

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**A-2**

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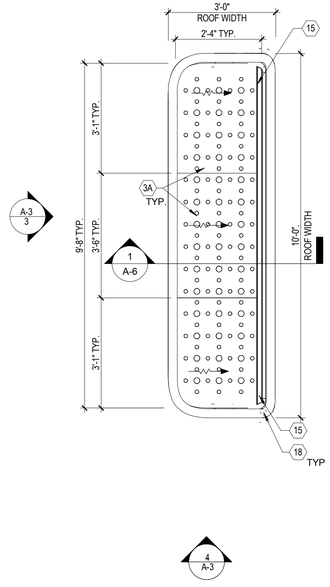

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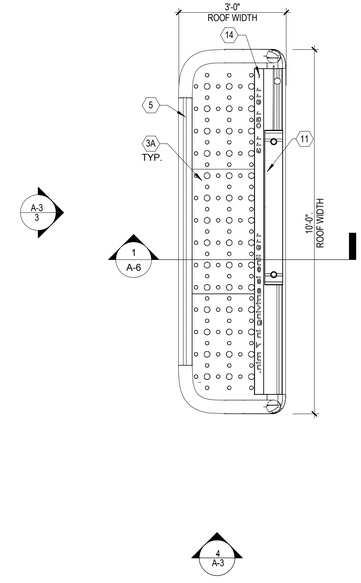
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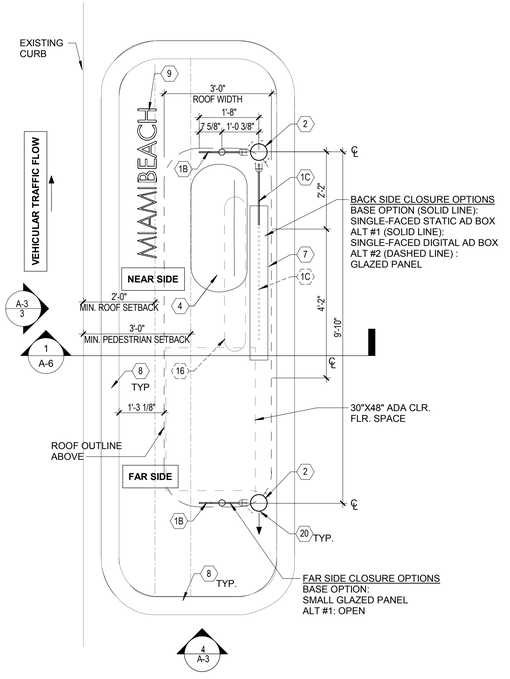

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## 1 REFLECTED CEILING PLAN

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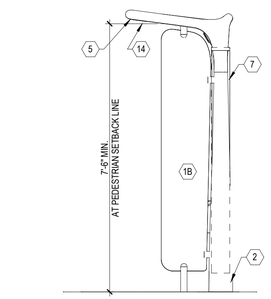

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# FLOOR/ROOF PLAN KEY NOTES

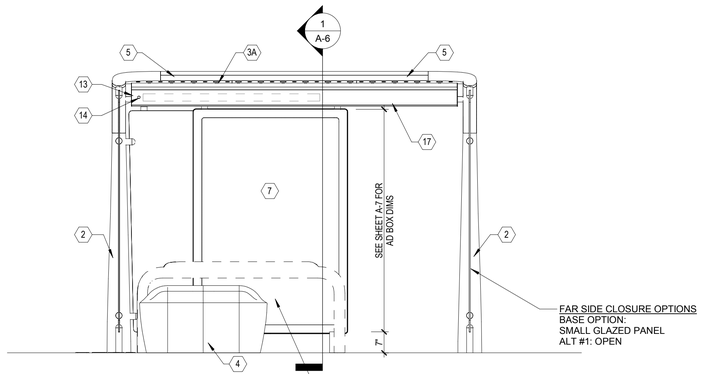
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PROJECT TEAM

PROFESSIONAL IN CHARGE
ADOLFO J. COTILLA, JR., AIA

REGISTRATION NUMBER AR-0008011

APPROVED BY AJC

DESIGNED BY
PININFARINA / ACAI

DRAWN BY
SR

CHECKED BY
GVG

DATE

DESIGN CONSULTANT

MIAMIBEACH

PININFARINA BUS SHELTERS

CITY OF MIAMI BEACH

MINIMAL 10 x 3' - FLOOR PLAN, REFLECTED CEILING PLAN, ELEVATIONS

SHEET TITLE

ACAI
associates, inc.
architecture engineering
roofing · consulting
construction management

AAC001323 · EB0004379 · CGC010769
2937 W. Cypress Creek Rd., Suite 200
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Tel: 954.484.4000 · Fax: 954.484.5588
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ARCHITECT OF RECORD

17-012 G01

PROJECT NUMBER

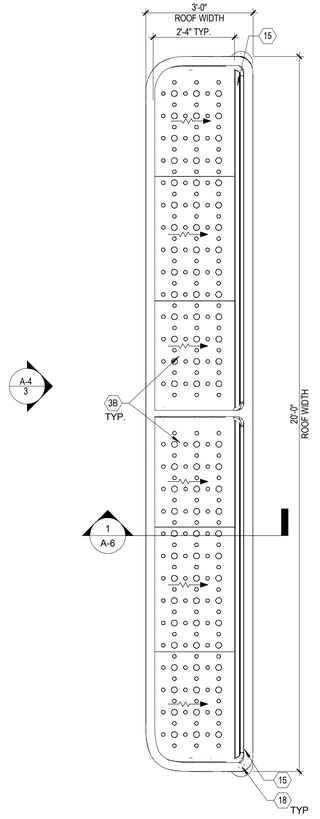
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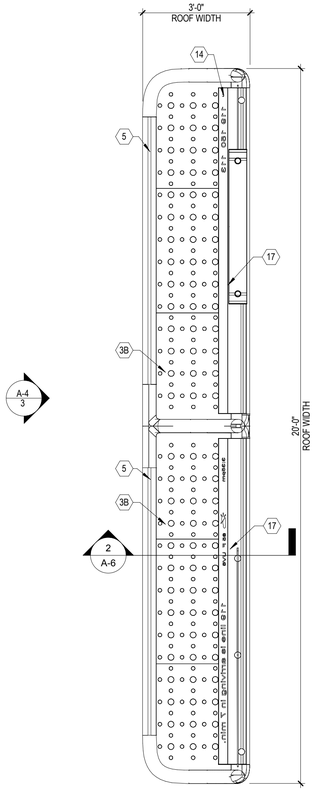
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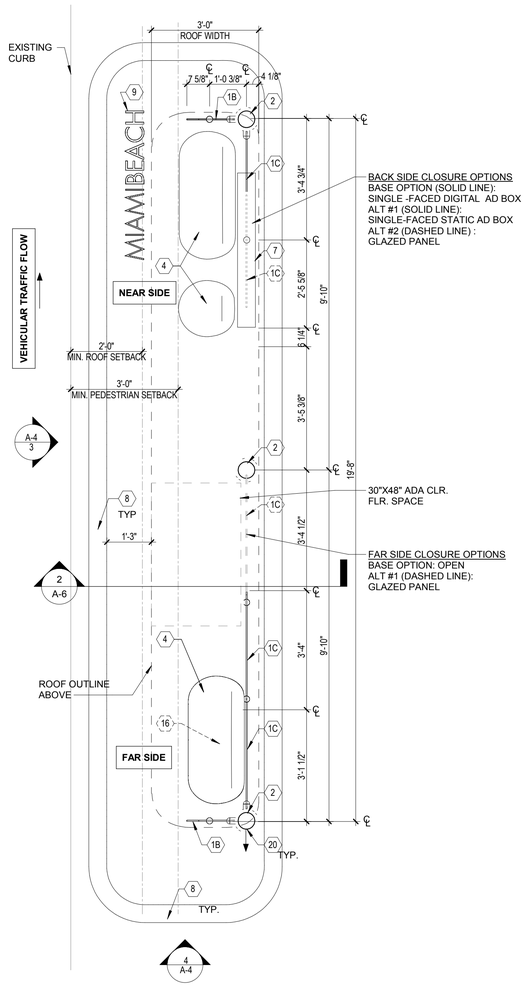
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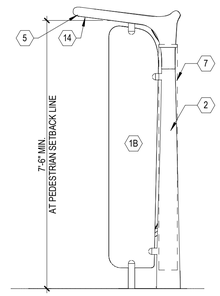
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4 A-4

## 1 ROOF PLAN
1/2" = 1'-0"

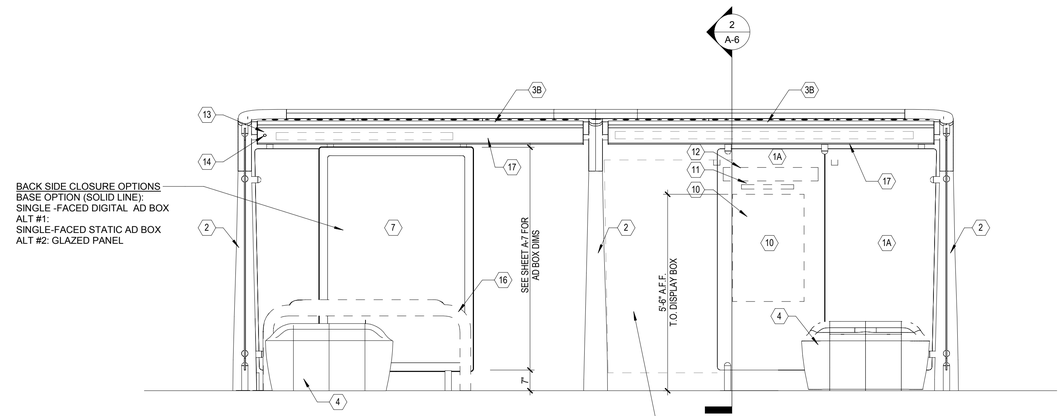
4 A-4

## 2 REFLECTED CEILING PLAN
1/2" = 1'-0"

4 A-4

## 5 FLOOR PLAN
1/2" = 1'-0"

## 4 SIDE VIEW
1/2" = 1'-0"




## 3 FRONT VIEW
1/2" = 1'-0"

# FLOOR/ROOF PLAN KEY NOTES

| | |
|---|---|
| 1A | OPTIONAL LARGE GLAZED SIDE PANEL, 3/8" THICK, LAMINATED IMPACT GLAZING WITH DIACHROMATIC INTER-LAYER, SEE PLACEMENT OPTIONS AND TYPICAL DETAILS ON SHEET A-7 |
| 1B | OPTIONAL SMALL GLAZED SIDE PANEL, 3/8" THICK, LAMINATED IMPACT GLAZING WITH DIACHROMATIC INTER-LAYER, SEE PLACEMENT OPTIONS AND TYPICAL DETAILS ON SHEET A-7 |
| 1C | REAR GLAZED PANEL, 3/8" THICK, LAMINATED IMPACT GLAZING WITH DIACHROMATIC INTER-LAYER, SEE PLACEMENT OPTIONS AND TYPICAL DETAILS ON SHEET A-7 |
| 2 | TAPERED ALUMINUM STRUCTURE WITH OFF-WHITE INDUSTRIAL COAT FINISH, COLOR PER SPECIFICATION |
| 3A | IMPACT GLAZING ROOF SYSTEM WITH INTEGRATED PV CRYSTALLINE SOLAR CELLS, SEE DETAILS ON SHEET A-7 |
| 3B | IMPACT GLAZING ROOF SYSTEM WITHOUT PV CELLS (ONLY AT LOCATIONS THAT ARE HARDWIRED). CUSTOM CERAMIC FRIT PATTER APPLIED TO UNDERSIDE OF GLAZING, SEE DETAILS ON SHEET A-7 |
| 4 | CAST CONCRETE ORTHOPEDIC SEATING. SEE SHEET A-7 FOR TYPICAL DETAILS. |
| 5 | INTEGRATED LED LINEAR LIGHTING RECESSED INTO THE STRUCTURE, SEE ELECTRICAL DRAWINGS |
| 6 | DOUBLE-FACED AD BOX (DIGITAL OR STATIC). SEE SHEET A-7 FOR TYPICAL DETAILS. SEE PLACEMENT OPTIONS |
| 7 | SINGLE-FACED AD BOX (DIGITAL OR STATIC). SEE SHEET A-7 FOR TYPICAL DETAILS. ADVERTISEMENT PANEL, SEE PLACEMENT OPTIONS |
| 8 | 6" WIDE REFLECTIVE TRAFFIC COATING PAINT OR DURABLE TRAFFIC TAPE; WHITE |
| 9 | MIAMI BEACH CITY LOGO, REFLECTIVE CONCRETE SURFACE PAINT, WHITE |
| 10 | SERVICE MAP LOCATION IN ALUMINUM FRAMED ACCESSIBLE DISPLAY BOX, SURFACE MOUNTED. SEE DETAILS ON A-7 |
| 11 | STATION IDENTIFIER SIGN LOCATION, EMBOSSED ON GLAZING |
| 12 | MIAMI BEACH CITY LOGO LOCATION, EMBOSSED ON GLAZING |
| 13 | PASSENGER INFORMATION SYSTEM, INTEGRATED AND RECESSED INTO THE DISPLAY HOUSING, SEE MINIMUM TECHNICAL REQUIREMENTS. REQUIRED AT ALL HARD-WIRED SHELTERS. |
| 14 | CCTV CAMERA INTEGRATED INTO DISPLAY HOUSING, LOCATED AT END OF SHELTER TO BE ABLE TO VIEW ON-COMING TRAFFIC, SEE MINIMUM TECHNICAL REQUIREMENTS. REQUIRED AT ALL HARD-WIRED SHELTERS. |
| 15 | CUSTOM, SEAMLESS INTEGRATED ALUMINUM GUTTER WITH OVERFLOW OPENINGS,. SLOPED TO FAR-SIDE COLUMN |
| 16 | OPTIONAL LEANING RAIL, IN PLACE OF CONCRETE SEATING, SEE DETAILS ON A-7 |
| 17 | DISPLAY HOUSING WITH REMOVABLE FRONT ACCESS PANEL. HOUSING BODY SHALL BE ALUMINUM, COLOR TO MATCH THE STRUCTURAL COMPONENTS. ACCESS PANEL SHALL BE TINTED ACRYLIC, COLOR TO MATCH BACKGROUND OF P.I.S. DISPLAY SO THAT THE FRONT OF THE HOUSING APPEARS SEAMLESS. OPENINGS FOR CAMERA , P.I.S. DISPLAY AND SPEAKER SHALL BE CUSTOM MADE FOR TIGHT FITTING AND SEAMLESS INTEGRATION. REFER TO MINIMUM TECHNICAL REQUIREMENTS. |
| 18 | OPENING IN CENTER COLUMN FOR GUTTER |
| 19 | ROUND OUTDOOR SPEAKER, INTEGRATED AND RECESSED INTO THE DISPLAY HOUSING, SEE MINIMUM TECHNICAL REQUIREMENTS. REQUIRED AT ALL HARD-WIRED SHELTERS. |
| 20 | INTEGRAL DOWNSPOUT IN FAR SIDE COLUMN, DISCHARGE TO SIDE OF SHELTER |

NOTE:

NON-HARD WIRED SHELTERS SHALL HAVE THE FUTURE ABILITY TO BE CONVERTED TO HARDWIRED, AND ADD THE SECURITY CAMERAS, P.I.S. SYSTEMS, AND SPEAKERS DEFINED ABOVE.

SUBMITTALS:

| PHASE | DATE |
|---|---|
| 100% CD's | 07.03.2019 |
| PERMIT SET REVISED | 07.22.2019 |

REVISIONS:

| NO. | DESCRIPTION | DATE |
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ADOLFO J. COTILLA, JR., AIA

REGISTRATION NUMBER AR-0008011

APPROVED BY AJC

DESIGNED BY PININFARINA / ACAI

DRAWN BY SR

CHECKED BY GVG

DATE

DESIGN CONSULTANT

MIAMIBEACH

PININFARINA BUS SHELTERS

CITY OF MIAMI BEACH

STANDARD / ENHANCED 20' x 3' - FLOOR PLAN, REFLECTED CEILING PLAN, ELEVATIONS

SHEET TITLE

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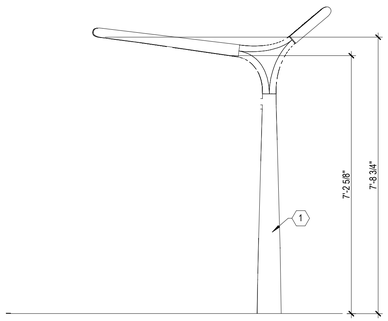
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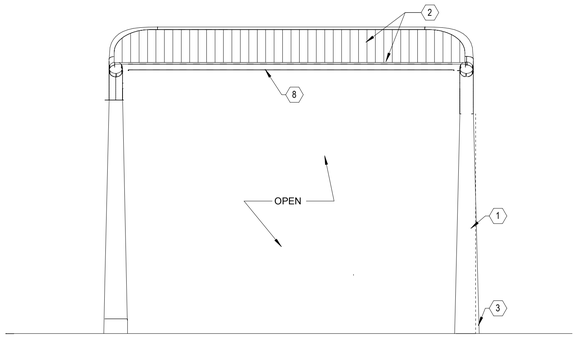
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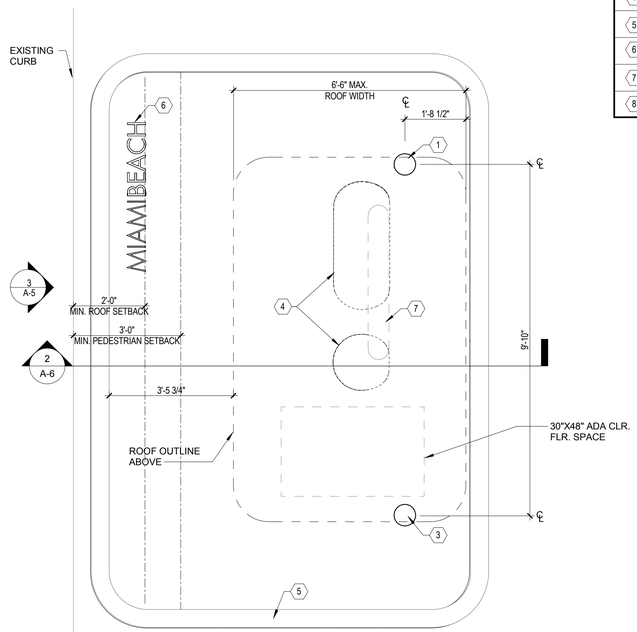
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4 SIDE VIEW
1/2" = 1'-0"




3 FRONT VIEW
1/2" = 1'-0"




1 FLOOR PLAN
1/2" = 1'-0"

## FLOOR/ROOF PLAN KEY NOTES

| | |
|---|---|
| 1 | TAPERED ALUMINUM STRUCTURE WITH OFF-WHITE INDUSTRIAL COAT FINISH, COLOR PER SPECIFICATION. |
| 2 | BREAKAWAY FABRIC ROOFING MATERIAL PER SPECIFICATION. |
| 3 | INTEGRAL DOWNSPOUT IN FAR SIDE COLUMN, DISCHARGE TO SIDE OF SHELTER |
| 4 | OPTIONAL CAST CONCRETE ORTHOPEDIC SEATING. SEE DETAILS ON A-7. |
| 5 | 6" WIDE REFLECTIVE TRAFFIC COATING PAINT OR DURABLE TRAFFIC TAPE; WHITE |
| 6 | MIAMI BEACH CITY LOGO, REFLECTIVE CONCRETE SURFACE PAINT, WHITE |
| 7 | OPTIONAL LEANING RAIL, IN PLACE OF CONCRETE SEATING, SEE DETAILS ON A-7 |
| 8 | INTEGRAL SLOPED GUTTER, SEE STRUCTURAL DRAWINGS. |

SUBMITTALS:

| PHASE | DATE |
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| PERMIT SET REVISED | 07.22.2019 |

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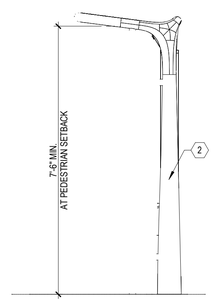
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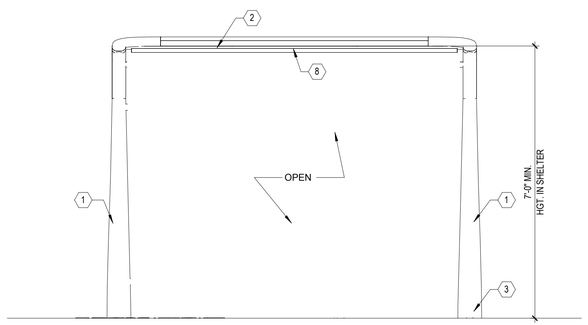
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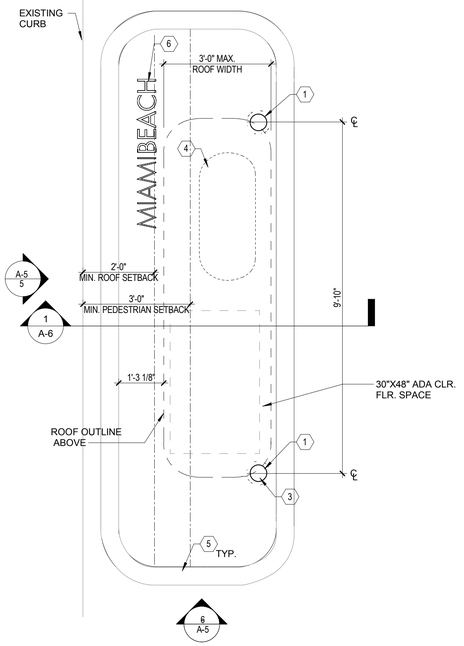
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6 SIDE VIEW
1/2" = 1'-0"




5 FRONT VIEW
1/2" = 1'-0"




2 FLOOR PLAN
1/2" = 1'-0"

MIAMIBEACH

PININFARINA BUS SHELTERS

CITY OF MIAMI BEACH

TEMPORARY 10' x 6.5' & 10' x 3' SHELTER

SHEET TITLE

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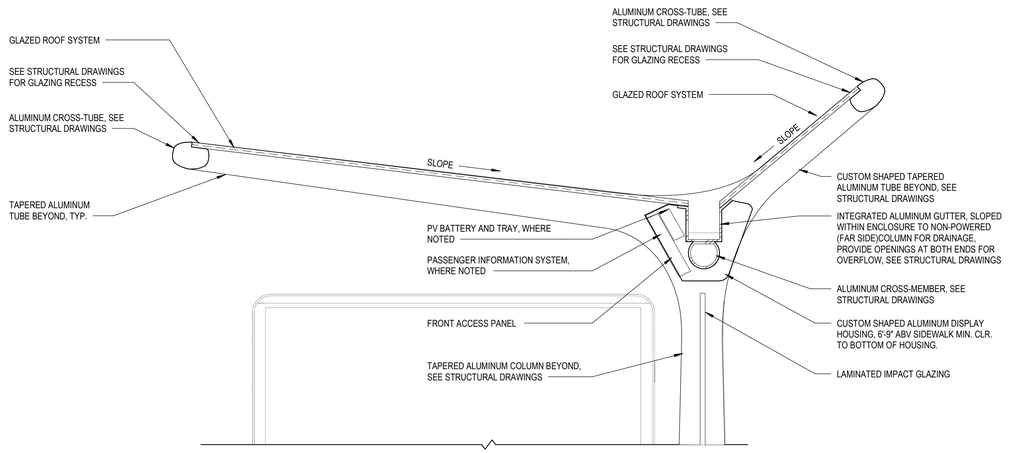
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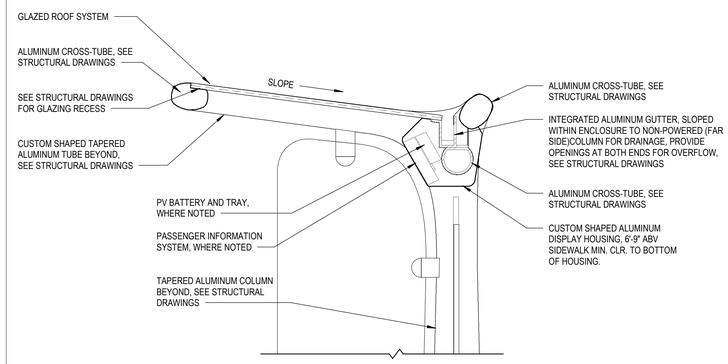
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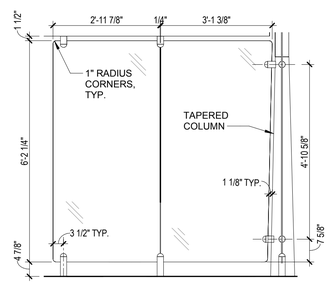

## 2 TYPICAL 6.5' SHELTER ROOF SECTION

1 1/2" = 1'-0"



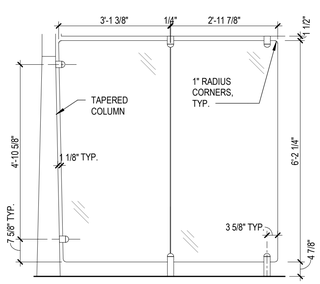

## 1 TYPICAL 3' SHELTER ROOF SECTION

1 1/2" = 1'-0"



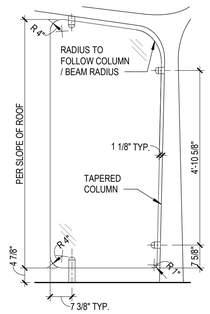

## 8 FAR SIDE REAR GLAZING

1/2" = 1'-0"



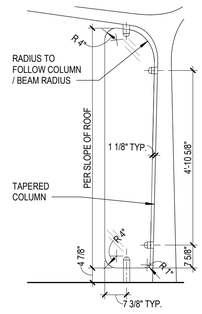

## 7 NEAR SIDE REAR GLAZING

1/2" = 1'-0"



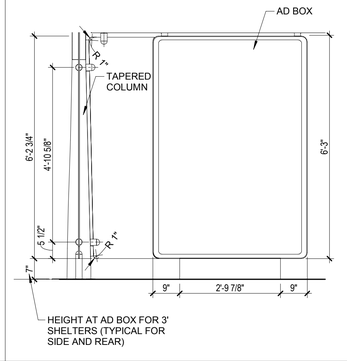

## 6 LARGE SIDE GLAZING

1/2" = 1'-0"



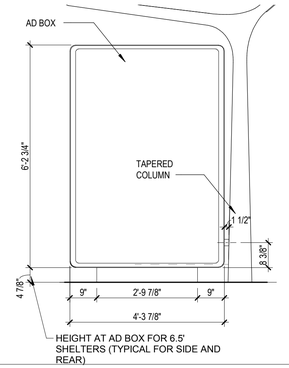

## 5 SMALL SIDE GLAZING

1/2" = 1'-0"



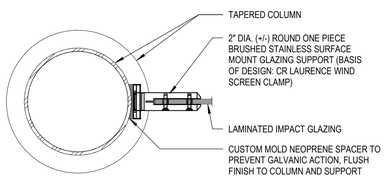

## 4 FAR SIDE REAR AD BOX

1/2" = 1'-0"



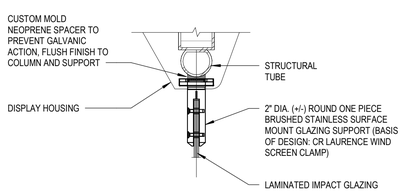

## 3 SIDE AD BOX

1/2" = 1'-0"



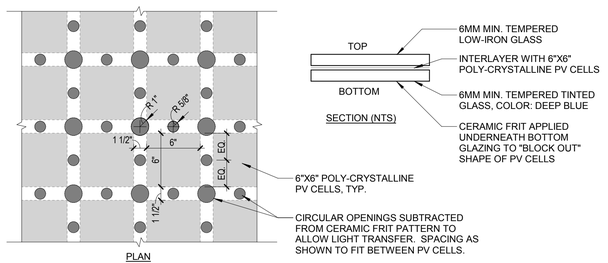

## 12 GLASS TO COLUMN

1 1/2" = 1'-0"



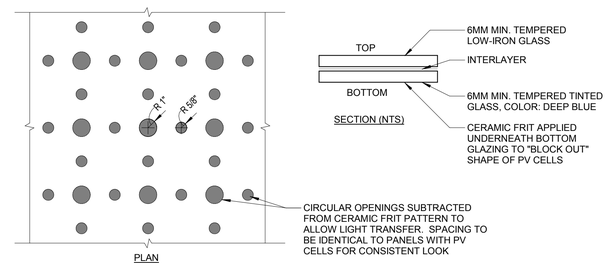

## 11 GLASS TO DISPLAY HOUSING

1 1/2" = 1'-0"




## 10 GLAZED ROOF DETAILS - WITH PV CELLS

1 1/2" = 1'-0"




## 9 GLAZED ROOF DETAILS - WITHOUT PV CELLS

1 1/2" = 1'-0"

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PROJECT NUMBER

A-6

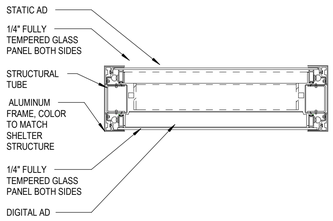
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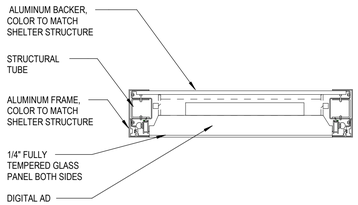


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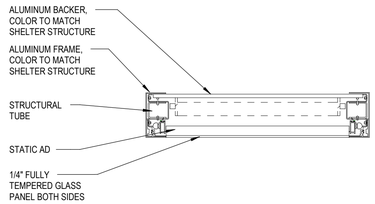

## 6 DOUBLE SIDED AD BOX (STATIC AND DIGITAL)

1/2" = 1'-0"



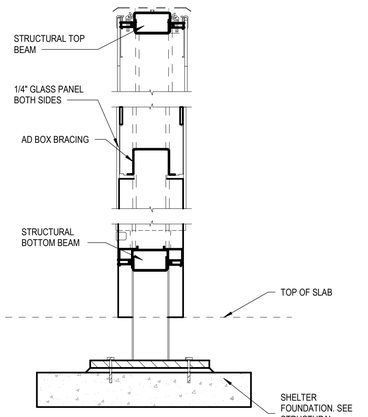

## 5 SINGLE SIDED DIGITAL AD BOX

1/2" = 1'-0"



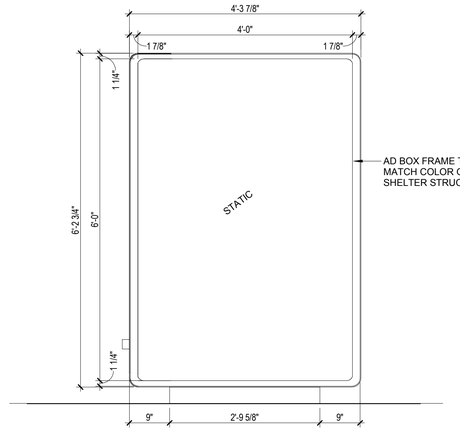

## 4 SINGLE SIDED STATIC AD BOX

1/2" = 1'-0"



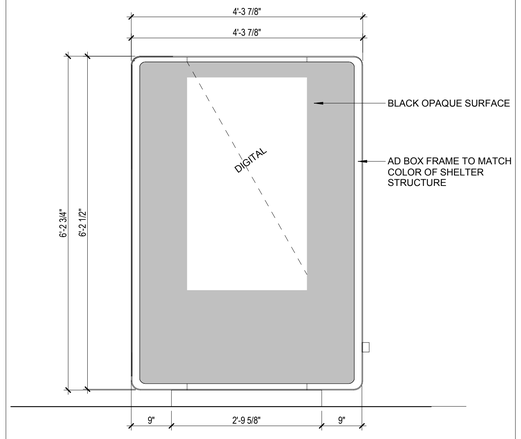

## 7 AD BOX SECTION

1/2" = 1'-0"



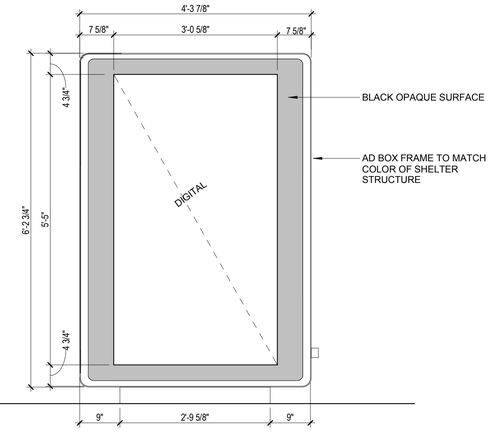

## 3 4'x6' STATIC AD BOX

3/4" = 1'-0"



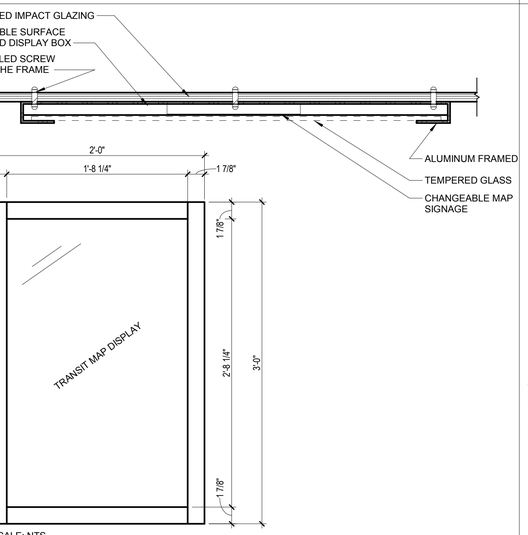

## 2 55" DIGITAL AD BOX

3/4" = 1'-0"



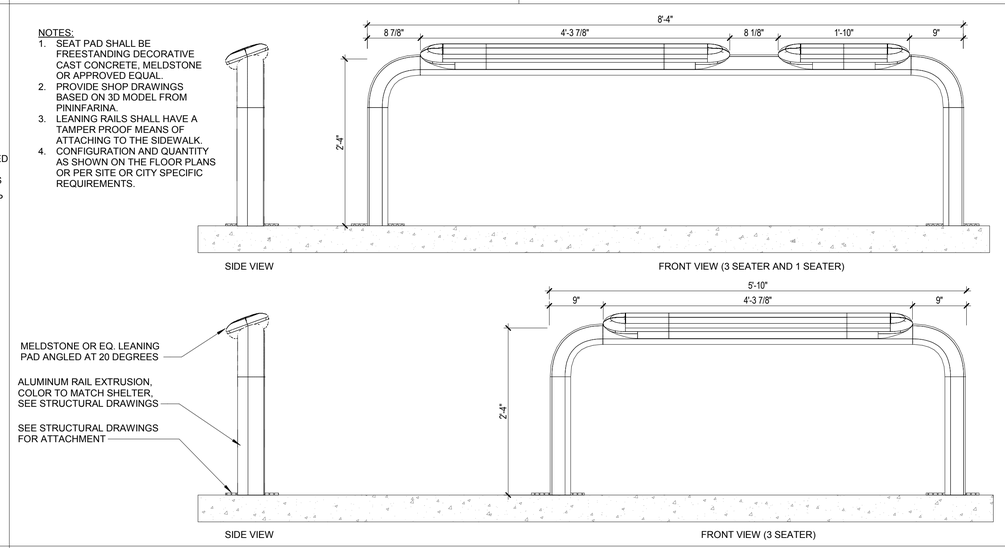

## 1 75" DIGITAL AD BOX

3/4" = 1'-0"



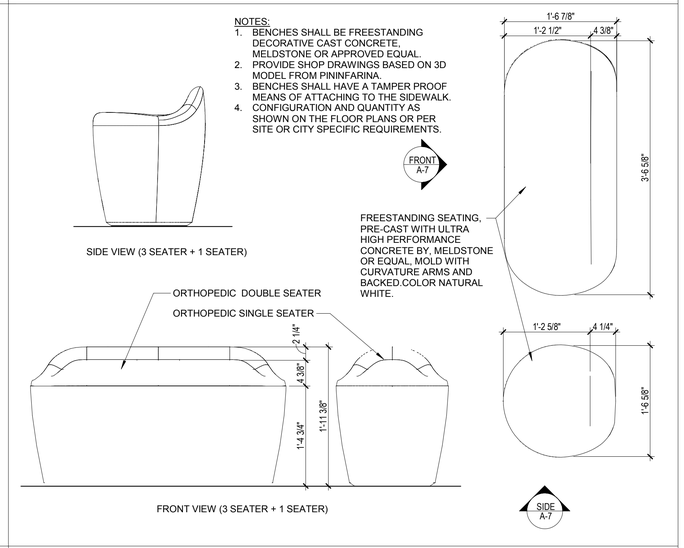

## 10 SURFACE MOUNTED DISPLAY CASE

3" = 1'-0"




## 9 LEANING RAIL

3" = 1'-0"




## 8 CONCRETE SEATING

1" = 1'-0"

SUBMITTALS:

| PHASE | DATE |
|---|---|
| 100% CD's | 07.03.2019 |
| PERMIT SET REVISED | 07.22.2019 |

REVISIONS:

| NO. | DESCRIPTION | DATE |
|---|---|---|

PROJECT TEAM
PROFESSIONAL IN CHARGE

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APPROVED BY AJC

DESIGNED BY PININFARINA / ACAI

DRAWN BY SR

CHECKED BY GVG

DATE

DESIGN CONSULTANT

MIAMIBEACH

PININFARINA BUS SHELTERS

CITY OF MIAMI BEACH

EXTERIOR DETAILS

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ARCHITECT OF RECORD

17-012 G01

PROJECT NUMBER

A-7

SHEET NUMBER

TO THE BEST OF MY KNOWLEDGE AND ABILITY THESE PLANS ARE COMPLETE AND COMPLY WITH THE APPLICABLE BUILDING CODES

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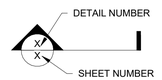
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# STRUCTURAL ABBREVIATIONS

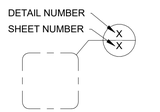
| ABBREV | ABBREVIATION |
|---|---|
| ACI | AMERICAN CONCRETE INSTITUTE |
| ADD | ADDITIVE |
| ADDL | ADDITIONAL |
| AFF | ABOVE FINISHED FLOOR |
| AISC | AMERICAN INSTITUTE OF STEEL CONSTRUCTION |
| AISI | AMERICAN IRON AND STEEL INSTITUTE |
| ALT | ALTERNATE/ALTERNATIVE |
| ALUM | ALUMINUM |
| ARCH | ARCHITECTURE/ARCHITECTURAL |
| ASTM | AMERICAN SOCIETY OF TESTING MATERIALS |
| AWS | AMERICAN WELDING SOCIETY |
| | |
| B/ | BOTTOM OF |
| BCX | BOTTOM CHORD EXTENSION |
| BLDG | BUILDING |
| BLK | BLOCK |
| BM | BEAM |
| BOT | BOTTOM |
| BP | BASE PLATE/BEARING PLATE |
| BRG | BEARING |
| BTWN | BETWEEN |
| | |
| C | CHANNEL |
| CB | CONCRETE BEAM |
| CC | CONCRETE COLUMN |
| CF | CUBIC FEET (FOOT) |
| CIP | CAST IN PLACE |
| CJ | CONTRACTION JOINT |
| CL | CENTERLINE |
| CLR | CLEAR/CLEARANCE |
| CM | CONCRETE MASONRY |
| CMU | CONCRETE MASONRY UNIT |
| CO | COMPANY |
| COL | COLUMN |
| CONC | CONCRETE |
| CONT | CONTINUOUS |
| CONN | CONNECTION |
| CONST | CONSTRUCTION |
| COORD | COORDINATE |
| CSJ | CONSTRUCTION JOINT |
| CTR | CENTER |
| CTRD | CENTERED |
| CY | CUBIC YARD |
| | |
| DEPT | DEPARTMENT |
| DET | DETAIL |
| DIA | DIAMETER |
| DIAG | DIAGONAL |
| DIM | DIMENSION |
| DIST | DISTANCE |
| DL | DEAD LOAD |
| DN | DOWN |
| DWG | DRAWING |
| | |
| EA | EACH |
| EE | EACH END |
| EF | EACH FACE |
| EHPA | EMERGENCY HURRICANE PROTECTION AREA |
| EJ | EXPANSION JOINT |
| ELEC | ELECTRIC/ELECTRICAL |
| EL, ELEV | ELEVATION |
| ENGR | ENGINEER |
| EOD | EDGE OF DECK |
| EOR | ENGINEER OF RECORD |
| EQ SP | EQUAL SPACED |
| ES | EACH SIDE |
| EW | EACH WAY |
| EXIST | EXISTING |
| EXP | EXPANSION |
| EXT | EXTERIOR |
| | |
| F | FOUNDATION |
| FD | FLOOR DRAIN |
| FDN | FOUNDATION |
| FF | FINISHED FLOOR |
| FIN | FINISH |
| FIN GR | FINISH GRADE |
| FLR | FLOOR |
| FS | FAR SIDE |
| FT | FEET/FOOT |
| FTG | FOOTING |
| | |
| GA | GAGE/GAUGE |
| GALV | GALVANIZED |
| GB | GRADE BEAM |
| GC | GENERAL CONTRACTOR |
| GEN | GENERAL |
| GL | GRID LINE |
| GS | GALVANIZED STEEL |
| | |
| HD | HOT DIPPED |
| HDG | HOT DIPPED GALVANIZED |
| HORIZ | HORIZONTAL |
| HSA | HEADED STUD ANCHOR |
| HSS | HOLLOW STRUCTURAL SECTION |
| HT | HEIGHT |
| | |
| I | MOMENT OF INERTIA |
| ID | INSIDE DIAMETER |
| I.F. | INSIDE FACE |
| IN. | INCH |
| INT | INTERIOR |
| | |
| JST | JOIST |
| JT | JOINT |
| | |
| K | KIP (1000 LB) |
| KLF | KIPS PER LINEAL FOOT |
| KSI | KIPS PER SQUARE INCH |
| KWY | KEYWAY |

| | |
|---|---|
| LB | POUND |
| LGTH | LENGTH |
| LL | LIVE LOAD |
| LLH | LONG LEG HORIZONTAL |
| LLV | LONG LEG VERTICAL |
| LONG. | LONGITUDINAL |
| LSL | LAMINATED STRAND LUMBER |
| LT WT | LIGHT WEIGHT |
| LVL | LAMINATED VENEER LUMBER |
| | |
| MATL | MATERIAL |
| MAX | MAXIMUM |
| MB | MASONRY BEAM |
| MC | MISCELLANEOUS CHANNEL/MASONRY |
| COLUMN | |
| MECH | MECHANICAL |
| MET | METAL |
| MFR | MANUFACTURE/MANUFACTURER |
| MID | MIDDLE |
| MIN | MINIMUM |
| MISC | MISCELLANEOUS |
| MO | MASONRY OPENING |
| MPH | MILES PER HOUR |
| | |
| NGVD | NATIONAL GEODETIC VERTICAL DATUM |
| NIC | NOT IN CONTRACT |
| NO. | NUMBER |
| NS | NEAR SIDE |
| NTS | NOT TO SCALE |
| | |
| OC | ON CENTERS |
| OD | OUTSIDE DIAMETER |
| O.F. | OUTSIDE FACE |
| OPNG | OPENING |
| OPP | OPPOSITE |
| OSB | ORIENTED STRAND BOARD |
| | |
| P/C | PRECAST CONCRETE/PILE CAP |
| P/T | POST TENSIONED |
| PAR | PARALLEL |
| PCB | PRECAST CONCRETE BEAM |
| PCC | PRECAST CONCRETE COLUMN |
| PCF | POUNDS PER CUBIC FEET |
| PEMB | PRE-ENGINEERED METAL BUILDING |
| PEN | PENETRATION |
| P.J. | PANEL JOINT CENTERLINE |
| PL | PLATE |
| PLF | POUNDS PER LINEAR FOOT |
| PLMG | PLUMBING |
| PLY. | PLYWOOD |
| PREFAB | PREFABRICATED |
| PSF | POUNDS PER SQUARE FOOT |
| PSI | POUNDS PER SQUARE INCH |
| PSL | PARALLEL STRAND LUMBER |
| PT | PRESSURE TREATED |
| | |
| R/W | REINFORCED WITH |
| RD | ROOF DRAIN |
| REF | REFERENCE |
| REINF | REINFORCING |
| REQD | REQUIRED |
| REV | REVISION |
| RTU | ROOF TOP UNIT |
| | |
| SB | SOFFIT BEAM |
| SCHED | SCHEDULE |
| S.F. | SQUARE FEET |
| SF | STRIP FOUNDATION |
| SIM | SIMILAR |
| SPC | SPACE/SPACES |
| SPECS | SPECIFICATIONS |
| SQ | SQUARE |
| SS | STAINLESS STEEL |
| STD | STANDARD |
| STIFF | STIFFENER |
| STL | STEEL |
| STRUCT | STRUCTURAL |
| SYM | SYMMETRICAL |
| | |
| T/ | TOP OF |
| TB | TIE BEAM |
| T&B | TOP AND BOTTOM |
| TCX | TOP CHORD EXTENSION |
| TDS | TURN DOWN SLAB |
| TE | THICKENED EDGE |
| TEMP | TEMPERATURE |
| TENS | TENSION |
| THD | THREAD/THREADED |
| THK | THICK |
| TOL | TOLERANCE |
| TRANS | TRANSVERSE |
| TS | TUBE STEEL |
| T.S. | THICKENED SLAB |
| TWF | THICKENED WALL FOUNDATION |
| TYP | TYPICAL |
| | |
| UNO | UNLESS NOTED OTHERWISE |
| | |
| VERT | VERTICAL |
| VIF | VERIFY IN FIELD |
| VOL | VOLUME |
| | |
| W | WIDE FLANGE SECTION |
| W/ | WITH |
| W/O | WITHOUT |
| WD | WOOD |
| WF | WALL FOOTING |
| WP | WATERPROOF |
| W.P. | WORKING POINT |
| WS | WELDED STUD |
| WT | WEIGHT/STRUCTURAL TEE SECTION |
| WWF | WELDED WIRE FABRIC |
| | |
| @ | AT DESIGNATION |
| # | POUNDS / REBAR SIZE NUMBER |
| +/- | PLUS OR MINUS |
| L | ANGLE |
| C.L. | CENTER LINE |
| & | AND |
| Sx | SECTION MODULUS |
| Ix | MOMENT OF INERTIA |

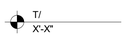
# STRUCTURAL SYMBOLS AND LEGEND



SECTION / DETAIL MARK



PLAN / DETAIL MARK



ELEVATION MARK



RECESS OR STEP IN SLAB



SLOPED SURFACE



PITCHED ROOF



PLAN NOTE


SPAN DIRECTION


NORTH ARROW



COLUMN GRID LINE


COLUMN



COLUMN AND FOUNDATION TYPE MARKS



SPOT ELEVATION, TYPICALLY TOP OF ITEM TAGGED (T/WALL, T/FOUNDATION, ETC)

NOTE: SYMBOLS AND LEGEND SHOWN ARE GENERIC AND DO NOT NECESSARILY INDICATE ACTUAL OCCURRENCES IN THESE DRAWINGS.

## 1000 GENERAL NOTES

1. STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH PROJECT SPECIFICATIONS AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND SITE DRAWINGS. CONSULT THESE DRAWINGS FOR OPENINGS, DEPRESSIONS, EQUIPMENT WEIGHTS AND LOCATIONS, EMBEDDED ITEMS AND OTHER DETAILS NOT SHOWN ON STRUCTURAL DRAWINGS.
2. DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD BEFORE PROCEEDING WITH THE AFFECTED PART OF THE WORK.
3. NO STRUCTURAL MEMBER OR COMPONENT SHALL BE CUT, NOTCHED, OR OTHERWISE ALTERED UNLESS APPROVED IN WRITING BY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL COSTS INCURRED BY THE ENGINEER OF RECORD FOR REVIEW OF ANY SUCH DEVIATIONS.
4. DO NOT SCALE DRAWINGS.
5. THE STRUCTURE IS DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER THE BUILDING IS COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE TO ENSURE SAFETY OF THE BUILDING AND ITS COMPONENTS DURING ERECTION. THIS INCLUDES THE ADDITION OF NECESSARY SHORING, SHEETING, TEMPORARY BRACING, GUYS OR TIEDOWNS.
6. DETAILS LABELED "TYPICAL DETAILS" ON THE DRAWINGS SHALL APPLY TO ALL SITUATIONS OCCURRING ON THE PROJECT THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY DETAILED. THE APPLICABILITY OF THE DETAIL TO ITS LOCATION ON THE DRAWINGS CAN BE DETERMINED BY THE TITLE OF DETAIL. SUCH DETAILS SHALL APPLY WHETHER OR NOT THEY ARE REFERENCED AT EACH LOCATION. QUESTIONS REGARDING APPLICABILITY OF TYPICAL DETAILS SHALL BE DETERMINED BY THE ENGINEER OF RECORD.
7. THE GENERAL CONTRACTOR SHALL COMPARE THE ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, CIVIL AND STRUCTURAL DRAWINGS AND REPORT ANY DISCREPANCIES BETWEEN EACH SET OF DRAWINGS AND WITHIN EACH SET OF DRAWINGS TO THE ARCHITECT AND ENGINEER OF RECORD PRIOR TO THE FABRICATION AND INSTALLATION OF ANY STRUCTURAL MEMBERS.
8. THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE, AND DO NOT INDICATE THE METHOD OR MEANS OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, PROCEDURES, TECHNIQUES, SEQUENCE AND SAFETY. THE ENGINEER DOES NOT HAVE CONTROL OR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR, CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES, FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSION OF THE CONTRACTOR, SUBCONTRACTOR OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
9. THE STRUCTURAL ENGINEER'S OBLIGATIONS TO REVIEW SHOP DRAWINGS AND OTHER SUBMITTALS AND TO RETURN THEM IN A TIMELY MANNER ARE CONDITIONED UPON THE PRIOR REVIEW AND APPROVAL OF THE SHOP DRAWINGS OR SUBMITTALS BY THE CONTRACTOR AS REQUIRED IN THE CONSTRUCTION CONTRACT AND THE CONTRACTOR'S SUBMITTAL OF THE SHOP DRAWINGS AND OTHER SUBMITTALS IN ACCORDANCE WITH A WRITTEN SCHEDULE DISTRIBUTED IN ADVANCE TO THE ENGINEER IDENTIFYING THE DATES FOR THE SUBMITTAL OF THE VARIOUS SHOP DRAWINGS AND SUBMITTALS.
10. PERIODIC SITE OBSERVATION BY FIELD REPRESENTATIVES OF TLC ENGINEERING FOR ARCHITECTURE IS SOLELY FOR THE PURPOSE OF DETERMINING IF THE WORK OF THE CONTRACTOR IS PROCEEDING IN GENERAL ACCORDANCE WITH THE STRUCTURAL CONTRACT DOCUMENTS. THIS LIMITED SITE OBSERVATION SHALL NOT BE CONSTRUED AS EXHAUSTIVE OR CONTINUOUS TO CHECK THE QUALITY OR QUANTITY OF THE WORK.
11. ALL STRUCTURES REQUIRE PERIODIC MAINTENANCE TO EXCEED LIFE SPAN AND TO ENSURE STRUCTURAL INTEGRITY FROM EXPOSURE TO THE ENVIRONMENT. A PLANNED PROGRAM OF MAINTENANCE SHALL BE ESTABLISHED BY THE OWNER. THIS PROGRAM SHALL INCLUDE ITEMS SUCH AS, BUT NOT LIMITED TO, PAINTING OF STRUCTURAL STEEL, PROTECTIVE COATINGS FOR CONCRETE, SEALANTS, CAULKED JOINTS, EXPANSION JOINTS, CONTROL JOINTS, SPALLS AND CRACKS IN CONCRETE, AND PRESSURE WASHING OF EXPOSED STRUCTURAL ELEMENTS EXPOSED TO SALT ENVIRONMENT OR OTHER HARSH CHEMICALS.
12. IN THE PROFESSIONAL OPINION OF TLC ENGINEERING FOR ARCHITECTURE, INC. THE STRUCTURAL CONTRACT DOCUMENTS FOR THIS PROJECT HAVE BEEN PREPARED IN ACCORDANCE WITH THE DESIGN CRITERIA AS SET FORTH IN THE FLORIDA BUILDING CODE (FBC), 6TH EDITION (2017).
13. TOP OF CONCRETE ELEVATION OF 0'-0" IS USED AS A REFERENCE ELEVATION. ACTUAL TOP OF CONCRETE ELEVATION VARIES. SEE CIVIL DRAWINGS FOR ACTUAL ELEVATION.
14. THE USE OF REPRODUCTIONS OF THESE CONTRACT DOCUMENTS AND USE OF CAD FILES BY ANY CONTRACTOR, SUBCONTRACTOR, ERECTOR, FABRICATOR OR MATERIAL SUPPLIER IN LIEU OF PREPARATION OF SHOP DRAWINGS SIGNIFY HIS ACCEPTANCE OF ALL INFORMATION SHOWN HEREON AS CORRECT, AND OBLIGATES HIMSELF TO ANY JOB EXPENSE, REAL OR IMPLIED, ARISING DUE TO ANY ERRORS THAT MAY OCCUR HEREON.

## 1060 DESIGN LOADS

1. THE STRUCTURAL SYSTEM FOR THIS BUILDING HAS BEEN DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE, 6TH EDITION (2017).

1.1 SHELTERS PERMITTED WITH THE FLORIDA BUILDING CODE 7TH EDITION OR LATER WILL REQUIRE REVIEW FOR COMPLIANCE WITH WIND LOAD CRITERIA. RE-ENGINEERING OF STRUCTURAL SYSTEMS TO BE PERFORMED AS REQUIRED.

2. THE FOLLOWING SUPERIMPOSED LOADINGS HAVE BEEN UTILIZED:

2.1 DEAD LOADS

| | |
|---|---|
| ROOF STRUCTURE (PERMANENT) | 8 PSF |
| ROOF STRUCTURE (TEMPORARY) | 2 PSF |

2.2 LIVE LOADS

| | |
|---|---|
| ROOF (PERMENT) (HVHZ) | 30 PSF |
| ROOF (TEMPORARY/FABRIC) | 5 PSF |
| LEANING RAIL | 250 LBS (CONCENTRATED) |

2.3 WIND LOADS PERMANENT SHELTER: PER FLORIDA BUILDING CODE, SECTION 1609.

| | |
|---|---|
| ULTIMATE DESIGN WIND SPEED, Vult | 165 MPH (3 SEC. GUST) |
| NOMINAL DESIGN WIND SPEED, Vasd | 136 MPH (3 SEC. GUST) |
| RISK CATEGORY | I |
| EXPOSURE | D |

COMPONENTS AND CLADDING: (ULTIMATE)

ROOF:

6'-0" WIDE SHELTER: +48.8 PSF; -146.4 PSF

3'-0" WIDE SHELTER: +73.2 PSF; -158.6 PSF

VERTICAL SURFACES:

10'-0" LONG SHELTER: 92 PSF

20'-0" LONG SHELTER: 138 PSF

AD BOX, SIDE PANEL: 115 PSF

2.4 WIND LOADS TEMPORARY SHELTER

| | |
|---|---|
| ULTIMATE DESIGN WIND SPEED, Vult | 75 |
| NOMINAL DESIGN WIND SPEED, Vasd | 58 |
| RISK CATEGORY | I |
| EXPOSURE | D |

COMPONENTS AND CLADDING: (ULTIMATE)

ROOF: +15.1 PSF; -32.8 PSF

TRANSIT INFORMATION BOX: ±92 PSF

2.5 SEISMIC LOADS: PER FLORIDA BUILDING CODE, SECTION 1610.

| | |
|---|---|
| SPECTRAL RESPONSE ACCELERATION, SHORT DURATION (Ss) | 0.041 |
| SPECTRAL RESPONSE ACCELERATION, 1.0 SECOND DURATION... | 0.02 |
| SITE CLASSIFICATION | D |
| SEISMIC USE GROUP | 1 |
| SEISMIC DESIGN CATEGORY | A |
| SEISMIC IMPORTANCE FACTOR | 1.0 |


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COA #15 TLC NO: **616107**

SUBMITTALS:

| PHASE | DATE |
|---|---|
| 100% CD's | 07.03.2019 |
| PERMIT SET REVISED | 07.22.2019 |

REVISIONS:

| NO. | DESCRIPTION | DATE |
|---|---|---|

PROJECT TEAM
PROFESSIONAL IN CHARGE

CATHY G. TIEDGE, PE

REGISTRATION NUMBER FL-47763

APPROVED BY **CGT**

DESIGNED BY **CGT**

DRAWN BY **AED**

CHECKED BY **CGT**

CATHY GASPER TIEDGE LICENSE No 47763 STATE OF FLORIDA PROFESSIONAL ENGINEER

07/03/2019

DESIGN CONSULTANT

MIAMIBEACH

PININFARINA BUS SHELTERS

CITY OF MIAMI BEACH

ABBREVIATIONS, SYMBOLS AND GENERAL NOTES

SHEET TITLE


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roofing · consulting
construction management

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ARCHITECT OF RECORD

**17-012 G01**

PROJECT NUMBER

**S-001**

SHEET NUMBER

TO THE BEST OF MY KNOWLEDGE AND ABILITY THESE PLANS ARE COMPLETE AND COMPLY WITH THE APPLICABLE BUILDING CODES

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## 1070 SPECIAL INSPECTIONS

1. SPECIAL INSPECTIONS REQUIRED FOR THE FOLLOWING MATERIALS, SYSTEMS, COMPONENTS, AND WORK IN ACCORDANCE WITH THE BUILDING DEPARTMENT.
   A. STRUCTURAL STEEL/STAINLESS STEEL
   B. CAST-IN-PLACE CONCRETE
   C. FOUNDATIONS - SOIL
   D. ALUMINUM SHELTER
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND SCHEDULING ALL SPECIAL INSPECTIONS.
3. THE CONTRACTOR SHALL BEAR THE COST OF CORRECTING AND/OR REPLACING ALL MATERIALS, SYSTEMS, COMPONENTS, AND/OR WORK THAT DOES NOT MEET THE REQUIREMENTS OF THE SPECIAL INSPECTOR.

## 1330 SHOP DRAWING REVIEW

1. SHOP DRAWINGS SHALL ADEQUATELY DEPICT THE STRUCTURAL ELEMENTS AND CONNECTIONS SHOWN ON THE CONTRACT DOCUMENTS. SHOP DRAWINGS WILL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGN INTENT OF THE CONTRACT DOCUMENTS ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY COMPLIANCE WITH THE CONTRACT DOCUMENTS AS TO QUANTITY, LENGTH, ELEVATIONS, DIMENSIONS, ETC. REVIEW OF SUBMITTALS AND SHOP DRAWINGS DOES NOT RELIEVE THE CONTRACTOR OF FULL RESPONSIBILITY FOR ERRORS AND OMISSIONS ASSOCIATED WITH THE PREPARATION OF THE SHOP DRAWINGS.
2. SHOP DRAWINGS SHALL BE REVIEWED BY THE CONTRACTOR AND MARKED "APPROVED" PRIOR TO SUBMITTAL TO THE ARCHITECT/ENGINEER. NON-CONFORMING DRAWING SUBMITTALS WILL BE RETURNED WITHOUT REVIEW.
3. SHOP DRAWING SUBMITTALS SHALL INCLUDE, AT A MINIMUM, ONE GOOD QUALITY REPRODUCIBLE AND THREE SETS OF BLUEPRINTS. ONE SET OF PRINTS WILL BE RETAINED BY THE ENGINEER OF RECORD, ONE BY THE ARCHITECT, ONE BY THE LOCAL BUILDING DEPARTMENT (WHERE REQUIRED) AND THE CONTRACTOR SHALL MAKE PRINTS FROM THE REPRODUCIBLE AS REQUIRED FOR DISTRIBUTION.
4. THE CONTRACT DOCUMENTS WILL GOVERN OVER THE SHOP DRAWINGS UNLESS OTHERWISE SPECIFIED IN WRITING BY THE ENGINEER OF RECORD.
5. CHANGES AND ADDITIONS MADE ON RE-SUBMITTALS SHALL BE CLEARLY FLAGGED AND NOTED. THE PURPOSE OF THE RE-SUBMITTALS SHALL BE CLEARLY NOTED ON THE LETTER OF TRANSMITTAL. ARCHITECT/ENGINEER OF RECORD REVIEW WILL BE LIMITED TO THOSE ITEMS CAUSING THE RE-SUBMITTAL. CONTRACTOR IS RESPONSIBLE FOR COSTS CAUSED BY MULTIPLE RE-SUBMITTALS (MORE THAN ONE) AT ARCHITECT/ENGINEERS' CURRENT HOURLY RATES.

## 1331 SHOP DRAWINGS FOR SPECIALTY ENGINEERED PRODUCTS

1. THE FOLLOWING SYSTEMS AND COMPONENTS AS A MINIMUM REQUIRE FABRICATION AND ERECTION DRAWINGS PREPARED BY A DELEGATED ENGINEER:
   A. PREFABRICATED STEEL COMPONENTS
   B. STRUCTURAL STEEL CONNECTIONS REQUIRING ENGINEERING
   C. SOLAR PANEL AND GLAZING ASSEMBLIES
   D. PRE-ENGINEERED ALUMINUM COMPONENTS
2. SUBMITTALS SHALL CLEARLY IDENTIFY THE SPECIFIC PROJECT AND APPLICABLE CODES, LIST THE DESIGN CRITERIA, AND SHOW ALL DETAILS AND DRAWINGS NECESSARY FOR PROPER FABRICATION AND INSTALLATION. SHOP DRAWINGS AND CALCULATIONS SHALL IDENTIFY SPECIFIC PRODUCT UTILIZED. GENERIC PRODUCTS WILL NOT BE ACCEPTED.
3. SHOP DRAWINGS AND CALCULATIONS SHALL BE PREPARED UNDER THE DIRECT SUPERVISION AND CONTROL OF THE DELEGATED ENGINEER.
4. SHOP DRAWINGS AND CALCULATIONS SHALL BE SIGNED AND SEALED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA (IN WHICH THE PROJECT RESIDES). COMPUTER PRINTOUTS ARE AN ACCEPTABLE SUBSTITUTE FOR MANUAL COMPUTATIONS PROVIDED THEY ARE ACCOMPANIED BY SUFFICIENT DESCRIPTIVE INFORMATION TO PERMIT THEIR PROPER EVALUATION. SUCH DESCRIPTIVE INFORMATION SHALL BE SIGNED AND SEALED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA (IN WHICH THE PROJECT RESIDES) AS AN INDICATION THAT HE/SHE HAS ACCEPTED RESPONSIBILITY FOR THE RESULTS. THE STRUCTURAL ENGINEER WILL RETAIN ONE SIGNED AND SEALED SET FOR THEIR RECORDS.
5. DRAWINGS PREPARED SOLELY TO SERVE AS A GUIDE FOR FABRICATION AND INSTALLATION (SUCH AS REINFORCING STEEL SHOP DRAWINGS OR STRUCTURAL STEEL ERECTION DRAWINGS) AND REQUIRING NO ENGINEERING, DO NOT REQUIRE THE SEAL OF A DELEGATED ENGINEER.
6. CATALOG INFORMATION ON STANDARD PRODUCTS DOES NOT REQUIRE THE SEAL OF A DELEGATED ENGINEER.
7. REVIEW BY THE STRUCTURAL ENGINEER OF RECORD OF SUBMITTALS IS LIMITED TO VERIFYING THE FOLLOWING:
   A. THAT THE SPECIFIED STRUCTURAL SUBMITTALS HAVE BEEN FURNISHED.
   B. THAT THE STRUCTURAL SUBMITTALS HAVE BEEN SIGNED AND SEALED BY THE DELEGATED ENGINEER.
   C. THAT THE DELEGATED ENGINEER HAS UNDERSTOOD THE DESIGN INTENT AND HAS USED THE SPECIFIED STRUCTURAL CRITERIA. NO DETAILED CHECK OF CALCULATIONS WILL BE MADE.
   D. THAT THE CONFIGURATION SET FORTH IN THE STRUCTURAL SUBMITTALS IS CONSISTENT WITH THE CONTRACT DOCUMENTS. NO DETAILED CHECK OF DIMENSIONS OR QUANTITIES WILL BE MADE.
8. SUBMITTALS NOT MEETING THE ABOVE CRITERIA WILL NOT BE REVIEWED AND WILL BE RETURNED.

## 1333 SUBMITTALS

1. ALL SHOP DRAWINGS MUST BE REVIEWED AND STAMPED APPROVED BY THE GENERAL CONTRACTOR PRIOR TO SUBMITTAL.
2. THE GENERAL CONTRACTOR SHALL SUBMIT FOR ENGINEER REVIEW SHOP DRAWINGS FOR THE FOLLOWING ITEMS:
   • ITEMS MARKED (D) SHALL HAVE SHOP DRAWINGS SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA.
   • ITEMS MARKED (#) SHALL BE SUBMITTED FOR ENGINEERS RECORD ONLY.
   A. STRUCTURAL STEEL (D)
   B. REINFORCING STEEL
   C. PRE-FABRICATED STEEL COMPONENTS
   D. SOLAR PANEL AND GLAZING ASSEMBLIES (D)
   E. PRE-ENGINEERED ALUMINUM COMPONENTS (D)
3. MANUFACTURER'S LITERATURE. SUBMIT TWO COPIES OF MANUFACTURER'S LITERATURE FOR ALL MATERIALS AND PRODUCTS USED IN CONSTRUCTION ON THE PROJECT.
4. DELEGATE DESIGN SUBMITTALS THAT ARE SUBMITTED TO THE BUILDING DEPARTMENT TO BE STAMPED AS "APPROVED" OR "NO EXCEPTIONS TAKEN" BY THE ARCHITECT AND ENGINEER OF RECORD. SHOP DRAWINGS TO BE RE-SUBMITTED FOR REVIEW AS REQUIRED UNTIL ALL A/E COMMENTS HAVE BEEN RESOLVED.

## 1334 REQUEST FOR INTERPRETATION (RFI)

1. RFI SHALL ORIGINATE WITH CONTRACTOR AND SHALL BE SUBMITTED IN THE FORM SPECIFIED WITHIN CONTRACT DOCUMENTS. RFI SHALL BE SUBMITTED IN A PROMPT MANNER AS TO AVOID DELAYS IN CONTRACTORS WORK.
2. RFI SHALL BE SUBMITTED AS SPECIFIED WITHIN THE CONTRACT DOCUMENTS AND SHALL BE FORWARDED TO THE ENGINEER VIA THE ARCHITECT OR DIRECTLY TO THE ENGINEER BY THE CONTRACTOR WHEN APPROVED BY THE ARCHITECT.
3. ENGINEER SHALL TAKE UP TO 5 BUSINESS DAYS TO REVIEW AND RETURN RFI'S. HOWEVER, THE ENGINEER WILL ATTEMPT TO EXPEDITE THE REVIEW OF ALL RFI'S WITHIN A REASONABLE TIME FRAME.
4. RFI RESPONSES ARE NOT INTENDED TO AUTHORIZE ANY INCREASE IN CONSTRUCTION COST, SCHEDULE OR TIME EXTENSIONS, OR CONSTRUCTION IN CONFLICT WITH ANY APPLICABLE CODES OR SPECIFIED DESIGN STANDARDS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE DESIGN TEAM IMMEDIATELY OF ANY PERCEIVED SCOPE, SCHEDULE, OR COST IMPACTS OR ADJUSTMENTS. IF CONTRACTOR REQUESTS ANY ADDITIONAL COST, INCREASE IN SCHEDULE OR ADJUSTMENT IN SCOPE, THE CONTRACTOR SHALL NOT PROCEED WITH ADDITIONAL WORK UNTIL APPROVED IN WRITING BY THE CONSTRUCTION ADMINISTRATOR.

## 1350 SUSTAINABILITY

1. SOURCE: WITHIN 500 MILES OF THE PROJECT SITE.
2. RECYCLED MATERIAL CONTENT
   A. STEEL REINFORCMENT – POST CONSUMER RECYCLED CONTENT PLUS PRECONSUMER RECYCLED CONTENT NOT LESS THAN 60 PERCENT.
   B. CONCRETE – CEMENTITIOUS MATERIAL TO CONTAIN NOT LESS THAN 25 PERCENT FLY ASH.
   C. STRUCTURAL STEEL MATERIALS – PRODUCTS WITH AN AVERAGE RECYCLED CONTENT OF STEEL PRODUCTS SO POSTCONSUMER RECYCLED CONTENT PLUS PRECONSUMER RECYCLED CONTENT IS NOT LESS THAN 25 PERCENT.
   D. ALUMINUM MATERIALS – PRODUCTS WITH AN AVERAGE RECYCLED CONTENT OF ALUMINUM PRODUCTS SO POSTCONSUMER RECYCLED CONTENT PLUS PRECONSUMER RECYCLED CONTENT IS NOT LESS THAN 25 PERCENT.

## 2210 DEMOLITION NOTES

1. THE CONTRACTOR IS REQUIRED TO PROVIDE ALL TEMPORARY SCAFFOLDING, PLATFORMS, BARRICADES, RAILINGS, SCREENING, ETC. NECESSARY TO PROTECT EXISTING FACILITIES, STRUCTURES AND THE PUBLIC DURING DEMOLITION AND ERECTION OF THE NEW CONSTRUCTION, AS WELL AS FOR JOB SAFETY. JOB SAFETY, CONSTRUCTION AND DEMOLITION PROCEDURES ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONS TO MINIMIZE VIBRATION, NOISE, DUST AND DEBRIS IN ALL AREAS ADJACENT TO AREAS OF DEMOLITION.
2. THE CONTRACTOR IS REQUIRED TO COORDINATE WITH THE OWNER FOR THE TEMPORARY SUSPENSION OF USE OF ANY FACILITY OR PORTION THEREOF, AND THE ASSOCIATED BARRICADING REQUIREMENTS WITHIN A MINIMUM OF 7 DAYS PRIOR TO COMMENCING WORK.
3. THE CONTRACTOR IS REQUIRED TO PERFORM HIS WORK IN A MANNER, WHICH WILL NOT CONFLICT WITH ANY OPERATION, WHICH IS TO REMAIN FUNCTIONAL DURING THE COURSE OF THE PROJECT, UNTIL SUCH OPERATION IS SCHEDULED TO BE SHUT DOWN.
4. THE CONTRACTOR IS REQUIRED TO COORDINATE WITH OWNER FOR THE TEMPORARY SUSPENSION OF USE OF ANY UTILITY SYSTEM, A MINIMUM OF 3 DAYS PRIOR TO COMMENCING WORK.
5. AT ALL LOCATIONS WHERE NEW CONSTRUCTION WILL INTERFACE WITH EXISTING ELEMENTS, CUT THROUGH EXISTING STRUCTURE IN STRAIGHT AND TRUE LINES TO INSURE A NEAT INTERFACE.
6. AT ALL LOCATIONS WHERE THE DEMOLITION OF A CONCRETE MEMBER LEAVES THE ENDS OF REINFORCING STEEL EXPOSED, PROVIDE THE FOLLOWING:
   A. CHIP CONCRETE FROM AROUND THE STEEL TO A DEPTH OF 1".
   B. CUT OFF REINFORCING STEEL NOT LESS THAN 3/4" BELOW THE CONCRETE SURFACE.
   C. FILL THE CAVITY FLUSH WITH A HIGH MODULUS GEL EPOXY. SEE SPECIFICATION FOR ACCEPTED MANUFACTURERS.
7. UPON COMPLETION OF NEW CONSTRUCTION UNDER EACH PHASE, ALL DEMOLISHED AREAS SHALL BE RESTORED TO ACCEPTABLE USAGE ACCORDING TO THE CONTRACT DOCUMENTS AS DETERMINED BY THE A/E.
8. REMOVE COMPLETELY FROM THE SITE AND LEGALLY DISPOSE ALL DEBRIS GENERATED BY THE DEMOLITION WORK AS THE WORK PROGRESSES. STOCKPILING OF DEBRIS AND BURNING OF DEBRIS ON THE PREMISES IS STRICTLY PROHIBITED.

## 2300 FOUNDATIONS - W/O SOIL REPORTS

1. IN THE ABSENCE OF ANY GEOTECHNICAL RECOMMENDATIONS, THE FOUNDATIONS ARE DESIGNED FOR A PRESUMPTIVE ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF VERTICAL AND 150 PSF LATERAL WITH A COEFFICIENT OF FRICTION OF 0.25 ON COMPACTED FILL.
2. PRESUMPTIVE SOIL CONDITIONS ARE IN ACCORDANCE WITH TABLE 1806.2 OF THE FLORIDA BUILDING CODE, 6TH EDITION (2017) FOR FOUNDATIONS BEARING ON SAND, SILTY SAND, CLAYEY SAND, SILTY GRAVEL, AND CLAYEY GRAVEL.
2. IN THE ABSENCE OF ANY GEOTECHNICAL RECOMMENDATIONS, NO WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE BY TLC FOR THE PERFORMANCE OF THE FOUNDATION.
3. AT A MINIMUM, SITE PREPARATION WORK SHALL INCLUDE:
   A. STRIPPING AND GRUBBING OF THE BUILDING FOOTPRINT PLUS A MARGIN OF 1 FEET AROUND THE FOUNDATION, REMOVING ALL ORGANIC MATERIALS.
   B. PROOF ROLLING THE FOUNDATION SITE TO LOCATE ANY UNFORESEEN SOFT AREAS. ANY SOFT AREAS SHALL BE EXCAVATED AND REPLACED WITH CLEAN FILL. A DENSITY OF AT LEAST 95% FOR A DEPTH OF 2 FEET IS REQUIRED UNDER THE BUILDING FOOTPRINT.
   C. ALL FILL SHALL BE CLEAN SAND AND FREE OF ORGANIC MATERIALS. COMPACT FILL IN 12 INCH (UNCOMPACTED THICKNESS) LIFTS TO A MINIMUM OF 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY VALUE.
   D. EXCAVATIONS FOR FOUNDATIONS SHALL BE COMPACTED TO 95% FOR A DEPTH OF AT LEAST 2 FEET BELOW THE BOTTOM OF THE FOUNDATION.
   E. DEWATERING MAY BE REQUIRED TO ACHIEVE THE REQUIRED COMPACTION VALUES, AND IF USED, SHOULD DRAW DOWN THE WATER LEVEL TO AT LEAST 2 FEET BELOW THE BOTTOM OF THE...

## 3302 CONCRETE

1. SHALL BE PER AN APPROVED MIX DESIGN PROPORTIONED TO ACHIEVE A STRENGTH AT 28 DAYS AS LISTED BELOW WITH A PLASTIC AND WORKABLE MIX:

| CONCRETE STRUCTURE TYPE | COMPRESSIVE STRENGTH | SLUMP | MAXIMUM AGGREGATE | MAXIMUM W/C RATIO |
|---|---|---|---|---|
| FOUNDATIONS | 4000 PSI | 4-6" | 3/4" | 0.50 |
| SLABS-ON-GRADE | 4000 PSI | 4-6" | 3/4" | 0.50 |

2. CONCRETE SHALL BE PLACED AND CURED ACCORDING TO ACI STANDARDS AND SPECIFICATIONS.
3. SUBMIT PROPOSED MIX DESIGN WITH RECENT FIELD CYLINDER OR LAB TESTS FOR REVIEW PRIOR TO USE. MIX SHALL BE UNIQUELY IDENTIFIED BY MIX NUMBER OR OTHER POSITIVE IDENTIFICATION. MIX SHALL MEET THE REQUIREMENTS OF ASTM C33 FOR COARSE AGGREGATE.
4. CONCRETE SHALL COMPLY WITH THE REQUIREMENTS OF ASTM STANDARD C94 FOR MEASURING, MIXING, TRANSPORTING, ETC. CONCRETE TICKETS SHALL BE TIME STAMPED WHEN CONCRETE IS BATCHED.
5. THE MAXIMUM TIME ALLOWED FROM THE TIME THE MIXING WATER IS ADDED UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED ONE AND ONE HALF (1-1/2) HOURS. IF FOR ANY REASON THERE IS A LONGER DELAY THAN THAT STATED ABOVE, THE CONCRETE SHALL BE DISCARDED. IT SHALL BE THE RESPONSIBILITY OF THE TESTING LAB TO NOTIFY THE OWNER'S REPRESENTATIVE AND THE CONTRACTOR OF ANY NONCOMPLIANCE WITH THE ABOVE.
6. SLABS SHALL BE CURED USING A DISSIPATING CURING COMPOUND MEETING ASTM STANDARD C309 TYPE 1-CLASS D AND SHALL HAVE A FUGITIVE DYE. THE COMPOUND SHALL BE PLACED AS SOON AS THE FINISHING IS COMPLETED OR AS SOON AS THE WATER HAS LEFT THE UNFINISHED CONCRETE. SCUFFED OR BROKEN AREAS IN THE CURING MEMBRANE SHALL BE RECOATED DAILY.
7. CALCIUM CHLORIDES SHALL NOT BE UTILIZED; OTHER ADMIXTURES MAY BE USED ONLY WITH THE APPROVAL OF THE ENGINEER.
8. CONCRETE MIX DESIGNS SHALL INCLUDE A WRITTEN DESCRIPTION INDICATING WHERE EACH PARTICULAR MIX IS TO BE PLACED WITHIN THE STRUCTURE.
9. CONDUITS, PIPES AND SLEEVES SHALL BE PLACED AND SPACED IN ACCORDANCE WITH ACI 318, 6.3.
10. CONCRETE DESIGN MIX SUBMITTALS SHALL INCLUDE TESTED, STATISTICAL BACK-UP DATA AS PER CHAPTER 5 OF ACI 318.

## 3314 WELDED WIRE FABRIC

1. SHALL CONFORM TO ASTM A-185, FREE FROM OIL, SCALE AND RUST AND PLACED IN ACCORDANCE WITH THE TYPICAL PLACING DETAILS OF ACI STANDARDS AND SPECIFICATIONS.
2. MINIMUM LAP SHALL BE ONE SPACE PLUS TWO INCHES.
3. USE OF FLAT MANUFACTURED SHEETS IS REQUIRED (NO ROLLS).
4. INSTALL WWF ON BRICKS OR BOLSTERS AT MID DEPTH OF SLAB U.N.O.; SPACING OF SUPPORTS SHALL BE ADEQUATE TO PREVENT SHIFTING OF WWF DURING CONSTRUCTION, BUT SHALL NOT EXCEED 24" O.C.

## 3400 CONCRETE TESTING

1. AN INDEPENDENT TESTING LABORATORY SHALL PERFORM THE FOLLOWING TESTS ON CAST IN PLACE CONCRETE:
   A. ASTM C143 - "STANDARD TEST METHOD FOR SLUMP OF PORTLAND CEMENT CONCRETE."
   B. ASTM C39 - "STANDARD TEST METHOD FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS." A SEPARATE TEST SHALL BE CONDUCTED FOR EACH CLASS, FOR EVERY 50 CUBIC YARDS (OR FRACTION THEREOF), PLACED PER DAY. REQUIRED LAB CURED CYLINDER QUANTITIES AND TEST AGE AS FOLLOWS:
      (2) AT 7 DAYS
      (2) AT 28 DAYS
   ONE ADDITIONAL RESERVE CYLINDER TO BE TESTED UNDER THE DIRECTION OF THE ENGINEER, IF REQUIRED. IF 28-DAY STRENGTH IS ACHIEVED, THE ADDITIONAL CYLINDER(S) MAY BE DISCARDED.

## 3601 CHEMICAL (ADHESIVE) ANCHORS

1. SHALL BE A TWO PART EPOXY POLYMER INJECTION SYSTEM, SUCH AS HILTI HIT HY200, HILTI RE500 SD, POWERS PURE 100+, OR SIMPSON SET ADHESIVE SYSTEM, OR ENGINEER APPROVED SUBSTITUTION.
2. EPOXY TYPES AND BRANDS VARY IN THEIR BOND STRENGTH AND SUITABILITY OF USE, DEPENDING ON TYPE OF LOADING, ANCHOR SPACING, ETC. WHEN A PARTICULAR TYPE OF EPOXY IS SPECIFIED IN THESE DRAWINGS, A UNIQUE CALCULATION HAS BEEN MADE BASED ON THE PROPERTIES OF THAT SPECIFIC TYPE OF EPOXY FOR THE SPECIFIC CONDITION SHOWN IN THE DETAIL. SUBSTITUTION OF EPOXY TYPE IS NOT ALLOWED WHERE DETAIL SPECIFIES ONLY ONE TYPE OF EPOXY, WITHOUT PRIOR WRITTEN APPROVAL BY THE ENGINEER OF RECORD. NOT ALL EPOXY BRANDS OR TYPES WILL BE ALLOWED AS SUBSTITUTES. ICC-ES REPORTS FOR PROPOSED ANCHOR SUBSTITUTIONS MUST BE SUBMITTED TO EOR FOR REVIEW. EOR MAY REQUIRE ENGINEERED CALCULATIONS FOR REVIEW AND APPROVAL.
3. SUBSTITUTION OF EPOXIES IN ONE CONDITION SHALL NOT BE CONSTRUED AS APPROVAL TO MAKE SIMILAR SUBSTITUTION OF EPOXIES IN OTHER DIFFERING CONDITIONS. EACH SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL BY THE ENGINEER OF RECORD.
4. INSTALL ANCHORS IN STRICT ACCORDANCE WITH MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS (MPII) IN CONJUNCTION WITH EDGE DISTANCE, SPACING, AND EMBEDMENT SPECIFIED ON...
5. ADHESIVE ANCHORS INSTALLED IN HORIZONTAL TO VERTICALLY OVERHEAD ORIENTATION TO SUPPORT SUSTAINED TENSION LOADS SHALL BE DONE BY A CERTIFIED ADHESIVE ANCHOR INSTALLER (AAI) AS CERTIFIED THROUGH ACI/CRSI (ACI 318-11 D.9.2.2). PROOF OF CURRENT CERTIFICATION SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCEMENT OF INSTALLATION.
6. THE MANUFACTURER'S REPRESENTATIVE SHALL TRAIN INSTALLERS FOR ALL PRODUCTS TO BE USED PRIOR TO COMMENCEMENT OF WORK. ONLY TRAINED INSTALLERS SHALL PERFORM POST INSTALLED ANCHOR INSTALLATION. A RECORD OF TRAINING SHALL BE MADE AVAILABLE TO THE EOR AS REQUESTED.
7. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL HOLE CLEAN-OUT REQUIREMENTS ARE FULLY COMPLETED BY THE INSTALLERS PRIOR TO INJECTING EPOXY INTO THE HOLES IN ACCORDANCE WITH THE MANUFACTURERS MPII.
8. NO LOAD SHALL BE APPLIED TO THE EPOXY ANCHORS UNTIL THE EPOXY HAS FULLY CURED AND HAS ACHIEVED IT'S SPECIFIED STRENGTH. CURE TIME SHALL BE PER MANUFACTURERS PUBLISHED VALUES FOR SPECIFIC PRODUCT BEING USED.
9. IF DETAIL SHOWS EPOXY ANCHORS IN SLOTTED HOLES, IT IS IMPERATIVE THAT ANY EXCESS EPOXY IS CLEANED UP FROM AROUND THE ANCHOR ROD, SO THAT IT DOES NOT INTERFERE WITH ADJUSTABILITY OF ANCHOR ROD IN SLOTTED HOLE.
10. ADHESIVE ANCHORS IN CONCRETE SHALL HAVE BEEN TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ACI 355.2 AND ICC-ES AC193 FOR CRACKED, UNCRACKED, AND SEISMIC CONCRETE RECOGNITION.
11. ADHESIVE ANCHORS IN MASONRY SHALL HAVE BEEN TESTED AND QUALIFIED IN ACCORDANCE WITH ICC-ES AC70.
12. EXISTING REINFORCING IN CONCRETE CONSTRUCTION SHALL NOT BE CUT UNLESS APPROVED BY THE EOR.
13. ADHESIVE ANCHORS IN CONCRETE CONSTRUCTION SHALL NOT BE INSTALLED UNTIL CONCRETE AND/OR MASONRY HAS CURED FOR AT LEAST 21-DAYS.
14. PROVIDE SPECIAL INSPECTION FOR ALL ADHESIVE ANCHORS IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE BUILDING CODE AND THE CURRENT ICC-ES REPORT (IBC-2012 TABLE 1705.3 NOTE B).
15. ADHESIVE ANCHORS INSTALLED IN HORIZONTAL OR UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS SHALL BE CONTINUOUSLY INSPECTED DURING INSTALLATION BY AN INSPECTOR SPECIALLY APPROVED FOR THAT PURPOSE BY THE BUILDING OFFICIAL (ACI 318-11 D.9.2.4)

## 3602 MECHANICAL ANCHORS

1. SHALL BE EITHER HEAVY DUTY CONCRETE SCREW ANCHOR (SUCH AS POWERS WEDGE-BOLT +, SIMPSON TITEN HD, OR HILTI HUS-H) OR WEDGE TYPE EXPANSION ANCHOR (SUCH AS POWERS POWER-STUD+SD1, SIMPSON WEDGE-ALL, OR HILTI KWIK BOLT 3).
2. TYPE OF ANCHOR SHALL BE AS SPECIFIED ON THE DRAWINGS, WHILE BRAND AND MODEL OF ANCHOR MAY BE SELECTED FROM THE ABOVE LISTED ANCHORS. SUBSTITUTION ANCHORS MUST BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVED IN WRITING BY THE ENGINEER OF RECORD PRIOR TO USE. ICC-ES REPORTS FOR PROPOSED ANCHOR SUBSTITUTES MUST BE SUBMITTED TO EOR FOR REVIEW. EOR MAY REQUEST ENGINEERED CALCULATIONS FOR REVIEW AND APPROVAL.
3. IN SOME CASES OF CRITICAL LOADING OR GEOMETRIC CONDITIONS, ONLY SPECIFIC ANCHORS WILL BE ALLOWED, AS NOTED ON THE DRAWINGS. IN THESE CASES, THE SPECIFIED BRAND AND MODEL OF ANCHOR MUST BE USED.
4. INSTALL ANCHORS IN STRICT ACCORDANCE WITH MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS (MPII) IN CONJUNCTION WITH EDGE DISTANCE, SPACING, AND EMBEDMENT SPECIFIED ON DRAWINGS.
5. THE MANUFACTURER'S REPRESENTATIVE SHALL TRAIN INSTALLERS FOR ALL PRODUCTS TO BE USED PRIOR TO COMMENCEMENT OF WORK. ONLY TRAINED INSTALLERS SHALL PERFORM POST INSTALLED ANCHOR INSTALLATION. A RECORD OF TRAINING SHALL BE KEPT ON SITE AND MADE AVAILABLE TO THE EOR AS REQUESTED.
6. MINIMUM EMBEDMENT DEPTH OF 1/4" TAPCONS OR POWERS TAPPER + INSTALLED IN CONCRETE SHALL BE 1.25" AND INSTALLED INTO MASONRY SHALL BE 1.5". SELECT ANCHOR LENGTH AS REQUIRED TO ACHIEVE THE SPECIFIED MINIMUM EMBEDMENT DEPTH.
7. TAPCON SCREWS, OR POWERS TAPPER +, MAY BE REPLACED W/ 0.157" SHANK DIAMETER PAF ANCHORS (HILTI X-U, POWERS CSI, OR APPROVED EQUAL) ON A 1:1 SUBSTITUTION BASIS. MINIMUM EMBEDMENT DEPTH SHALL BE 1.25" WHEN INSTALLED INTO CONCRETE OR GROUTED MASONRY. FOLLOW MANUFACTURER'S INSTALLATION RECOMMENDATIONS. MINIMUM EDGE DISTANCES, AND PLACEMENT LIMITATIONS (RELATIVE TO MORTAR JOINTS IN MASONRY).
8. MECHANICAL ANCHORS IN CONCRETE SHALL HAVE BEEN TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ACI 355.2 AND ICC-ES AC 193 FOR CRACKED, UNCRACKED AND SEISMIC CONCRETE RECOGNITION.
9. MECHANICAL ANCHORS IN MASONRY SHALL HAVE BEEN TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ICC-ES AC01 OR AC106.
10. POWER ACTUATED FASTENERS SHALL HAVE BEEN TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ICC0ES AC70.
11. EXISTING REINFORCING BARS IN CONCRETE AND/OR MASONRY CONSTRUCTION SHALL NOT BE CUT UNLESS APPROVED BY THE EOR.
12. ANCHORS SHALL NOT BE INSTALLED IN CONCRETE AND/OR MASONRY CONSTRUCTION UNTIL THE CONCRETE HAS CURED FOR AT LEAST 21-DAYS.
13. PROVIDE SPECIAL INSPECTION FOR ALL MECHANICAL POST INSTALLED ANCHORS IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE BUILDING CODE AND THE CURRENT ICC-ES REPORT (IBC2012 TABLE 1705.3 NOTE B).

## 5120 STRUCTURAL STEEL

1. STEEL WORK SHALL BE NEW AND CONFORM TO THE ANSI/AISC 360-10 SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS.
2. MATERIAL SHALL CONFORM TO THE FOLLOWING, EXCEPT AS NOTED:

| | |
|---|---|
| WIDE FLANGE SHAPES | ASTM A992 (Fy=50 KSI) |
| ANGLES, CHANNELS AND PLATES | ASTM A36 (Fy=36 KSI) |
| PIPE | ASTM A53, GRADE B (Fy=35 KSI) |
| RECTANGULAR HSS | ASTM A500, GRADE B (Fy=46 KSI) |
| ROUND HSS | ASTM A500, GRADE B (Fy=42 KSI) |
| HIGH STRENGTH BOLTS | ASTM A325 OR A490 |
| THREADED RODS | ASTM A36 (Fy=36 KSI) |
| ANCHOR RODS | ASTM F1554 GR. 36 (Fy=36 KSI) |
| STAINLESS STEEL | 316L |

3. CONNECTIONS:
   A. BOLTS SHALL BE HIGH-STRENGTH, BEARING TYPE IN SNUG TIGHT CONDITION, U.N.O. TIGHTEN BY AN AISC APPROVED METHOD.
   B. WELDING ELECTRODES SHALL BE PER AWS D1.1. RETURN FILLET WELDS FOR FRAMED CONNECTIONS 1/2" AT EACH END.
   C. FIELD CONNECTIONS SHALL BE BOLTED, EXCEPT AS NOTED OTHERWISE.
4. BOLTS SHARING LOAD WITH WELDS IN A CONNECTION SHALL BE FULLY PRETENSIONED AND SLIP CRITICAL.
5. ALL STRUCTURAL STEEL EXPOSED TO EXTERIOR CONDITIONS SHALL BE HOT DIPPED GALVANIZED PER ASTM A123 AND ALL FASTENERS AND HARDWARE SHALL BE HOT DIPPED GALVANIZED PER ASTM A153.
6. GROUT UNDER BEARING PLATES SHALL BE NON-METALLIC, NON-SHRINK TYPE WITH A COMPRESSIVE STRENGTH OF AT LEAST 5,000 PSI IN 28 DAYS.

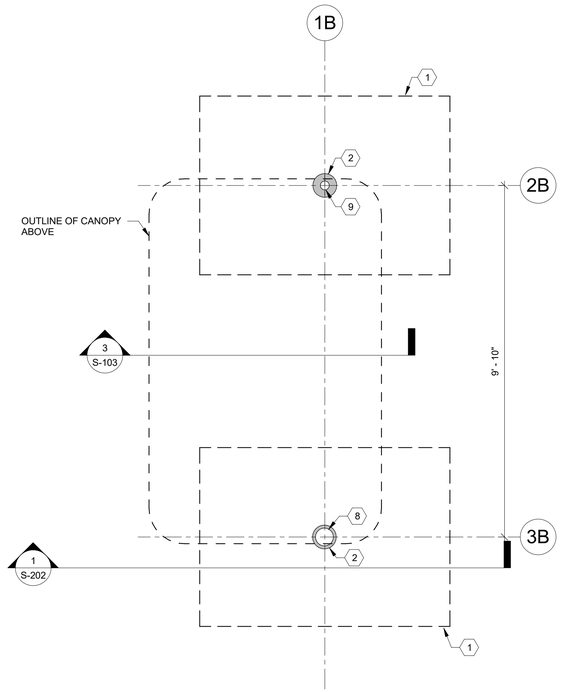
## 5122 WELDING

1. WELDING SHALL BE DONE BY WELDERS WITH CURRENT CERTIFICATION IN ACCORDANCE WITH AWS D1.1.
2. WELDS SHOWN ON STRUCTURAL DRAWINGS ARE MINIMUM DESIGN REQUIREMENTS. THE FABRICATOR'S SHOP DRAWINGS SHALL REFLECT WELDS IN ACCORDANCE WITH AWS REQUIREMENTS.
3. FULL PENETRATION GROOVE WELDS SHALL BE INSPECTED BY ULTRASONIC TESTING. TWENTY-FIVE PERCENT OF THE WELDS SHALL BE INSPECTED AT RANDOM UNLESS NOTED OTHERWISE. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
4. UNLESS NOTED OTHERWISE ON THE DRAWINGS, GROOVE WELDS SHALL BE FULL PENETRATION.
5. PROVIDE FILLET WELDS AT CONTACT POINTS BETWEEN STEEL MEMBERS SUFFICIENT TO DEVELOP THE ALLOWABLE TENSILE STRENGTH OF THE SMALLER MEMBER AT THE JOINT UNLESS DETAILED OTHERWISE ON THE DRAWINGS. THE MINIMUM FILLET WELD SIZE IS 3/16" UNLESS OTHERWISE NOTED.

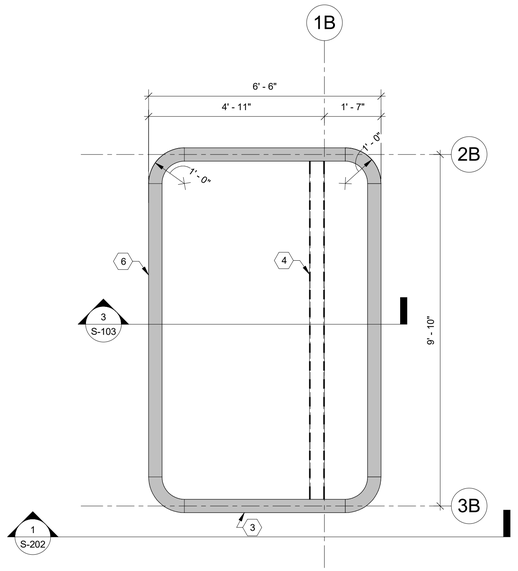
## 5150 STRUCTURAL ALUMINUM

1. ALL STRUCTURAL ALUMINUM WORK SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ALUMINUM DESIGN MANUAL: PART I - A SPECIFICATION FOR ALUMINUM STRUCTURES, 2015 EDITION.
2. ALL WELDING OF STRUCTURAL ALUMINUM SHAPES SHALL BE DONE IN ACCORDANCE WITH THE ALUMINUM STRUCTURAL WELDING CODE (AWS D1.2-2014). ALL WELDING SHALL BE PERFORMED BY WELDERS CERTIFIED FOR STRUCTURAL ALUMINUM WELDING.
3. ALUMINUM STRUCTURAL MEMBERS SHALL MEET OR EXCEED THE MECHANICAL PROPERTIES AS SPECIFIED IN THE ALUMINUM ASSOCIATION'S 2015 ALUMINUM DESIGN MANUAL AND AS SPECIFIED HEREIN:

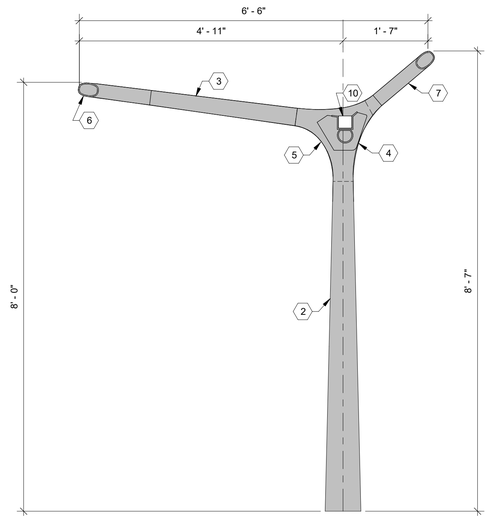
| | |
|---|---|
| ALUMINUM ANGLES | 6061-T6 ALUMINUM ALLOY |
| ALUMINUM CHANNELS | 6061-T6 ALUMINUM ALLOY |
| ALUMINUM TUBES | 6061-T6 ALUMINUM ALLOY |
| ALUMINUM EXTRUSIONS | 6061-T6 ALUMIN



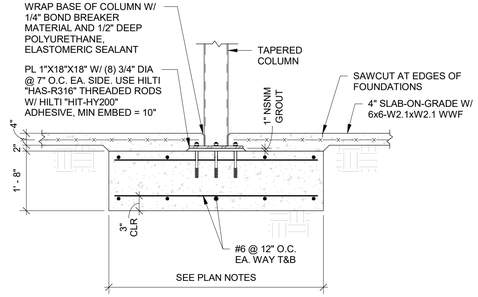

1 10' X 6' FOUNDATION PLAN
1/2" = 1'-0"




2 10' X 6' ROOF PLAN
1/2" = 1'-0"




3 SECTION - 6' SHELTER
3/4" = 1'-0"




4 TYPICAL COLUMN TO FOUNDATION DETAIL
1/2" = 1'-0"

NOTE: VERIFY ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS AND 3D MODELS.

10' X 6' PLAN NOTES

1. 7'-0" x 5'-0" x 1'-8" FOOTING, REINF. W/ #6 @ 12" O.C. EA. WAY T&B.
2. ALUMINUM VARIABLE TAPERED COLUMN: 8" WIDE BASE, 4-1/2" WIDE TOP SEE 6 / S-201 FOR ADDITIONAL INFORMATION.
3. ALUMINUM TAPERED ROUND BEAM 3" OD AT EXTERIOR, 4" OD AT SUPPORT, MIN 0.25" WALL THICKNESS.
4. ALUMINUM BEAM: SEE 8 / S-201 FOR PROFILE W/ GUTTER
5. ALUMINUM CUSTOM FABRICATED CONNECTION
6. ALUMINUM PERIMETER BEAM: SEE 3 / S-201 FOR PROFILE.
7. ALUMINUM BEAM: 3" OD WITH A 1/4" WALL THICKNESS.
8. INTEGRAL DOWNSPOUT-DISCHARGE TO SIDE OF SHELTER.
9. INTEGRAL CONDUIT PATHWAY.
10. OPENING IN FABRICATED CONNECTION FOR DOWNSPOUT - SEE PLAN FOR DOWNSPOUT LOCATION.


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SUBMITTALS:

| PHASE | DATE |
|---|---|
| 100% CD's | 07.03.2019 |
| PERMIT SET REVISED | 07.22.2019 |

REVISIONS:

| NO. | DESCRIPTION | DATE |
|---|---|---|

PROJECT TEAM
PROFESSIONAL IN CHARGE
CATHY G. TIEDGE, PE
REGISTRATION NUMBER FL-47763
APPROVED BY CGT
DESIGNED BY CGT
DRAWN BY AED
CHECKED BY CGT

CATHY GASPER TIEDGE LICENSE No 47763 STATE OF FLORIDA PROFESSIONAL ENGINEER
07/03/2019

DESIGN CONSULTANT

MIAMIBEACH

PININFARINA BUS SHELTERS

CITY OF MIAMI BEACH

# MINIMAL 10' X 6' - FOUNDATION PLAN , FRAMING PLAN, DETAILS

SHEET TITLE


ACAI associates, inc.
architecture engineering
roofing · consulting
construction management
AAC001323 · EB0004379 · CGC010769
2937 W. Cypress Creek Rd., Suite 200
Fort Lauderdale, Florida 33309
Tel: 954.484.4000 · Fax: 954.484.5588
www.acaiarchitects.com


ARCHITECT OF RECORD

**17-012 G01**

PROJECT NUMBER

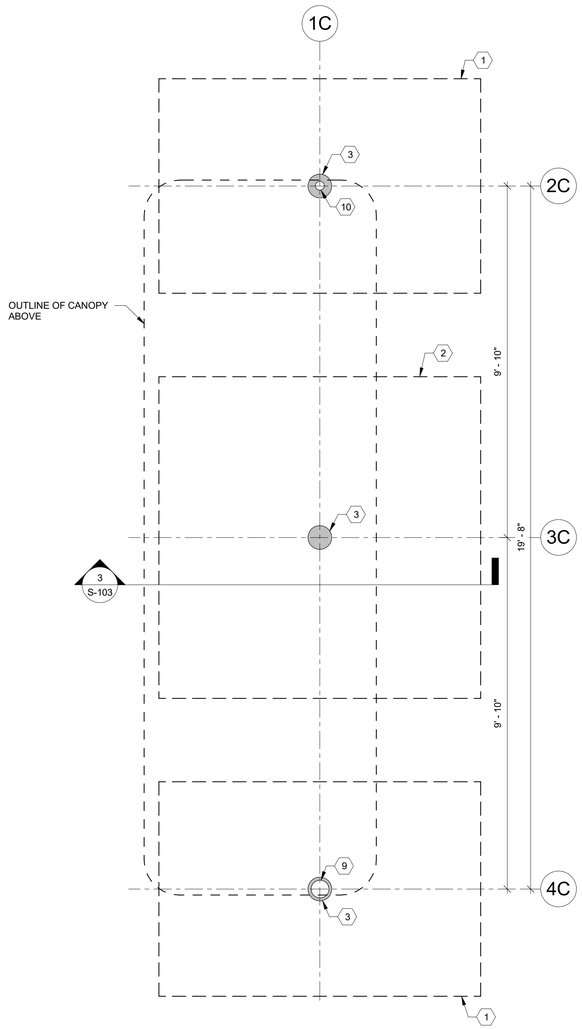
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SHEET NUMBER

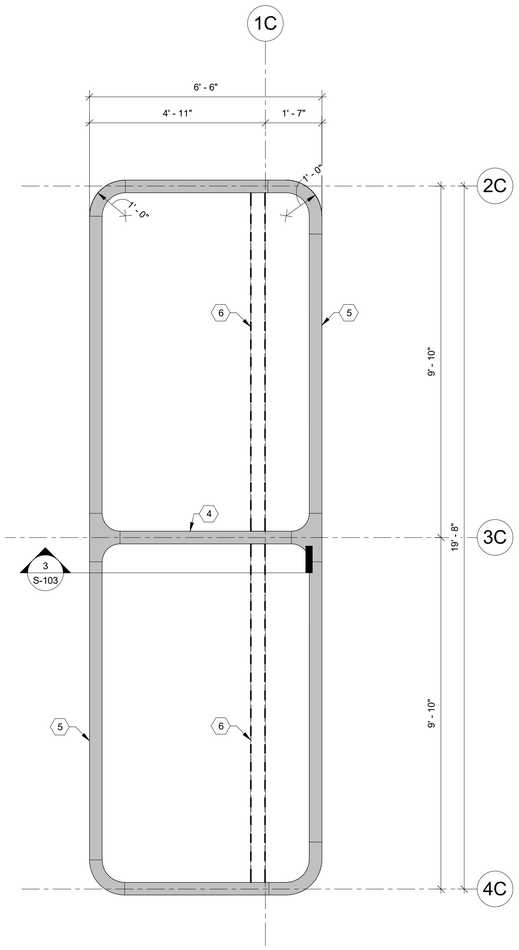
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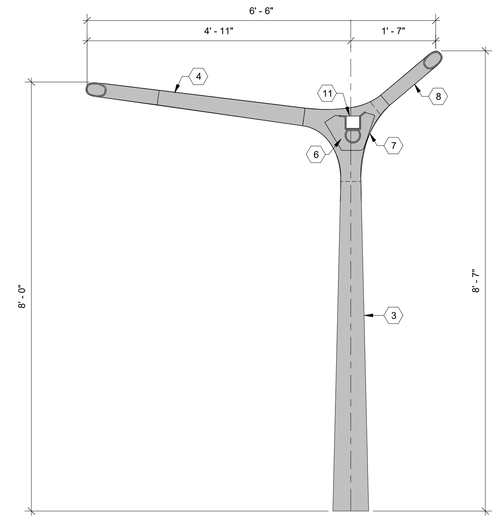
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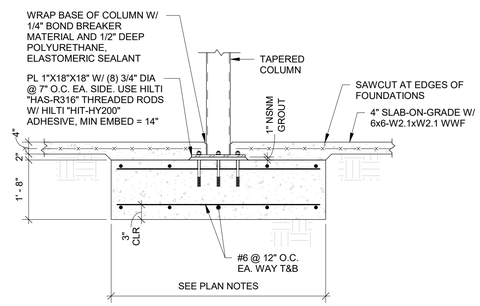

1 20' X 6' FOUNDATION PLAN
1/2" = 1'-0"




2 20' X 6' ROOF PLAN
1/2" = 1'-0"




3 SECTION - 6' SHELTER
3/4" = 1'-0"




4 TYPICAL COLUMN TO FOUNDATION DETAIL
1/2" = 1'-0"

NOTE: VERIFY ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS AND 3D MODELS.

## 20' X 6' PLAN NOTES

1. 9'-0" x 6'-0" x 1'-8" FOOTING, REINF. W/ #6 @ 12" O.C. EA. WAY T&B.
2. 9'-0" SQ. x 1'-8" FOOTING, REINF. W/ #6 @ 12" O.C. EA. WAY T&B.
3. ALUMINUM VARIABLE TAPERED COLUMN: 8" WIDE BASE, 4-1/2" WIDE TOP. SEE 6 / S-201 FOR ADDITIONAL INFORMATION.
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10. INTEGRAL CONDUIT PATHWAY.
11. OPENING IN FABRICATED CONNECTION FOR DOWNSPOUT - SEE PLAN FOR DOWNSPOUT LOCATION.


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PROJECT TEAM
PROFESSIONAL IN CHARGE

CATHY G. TIEDGE, PE

REGISTRATION NUMBER: FL-47763

APPROVED BY: CGT

DESIGNED BY: CGT

DRAWN BY: AED

CHECKED BY: CGT

CATHY GASPER TIEDGE LICENSE No 47763 STATE OF FLORIDA PROFESSIONAL ENGINEER
07/03/2019

DESIGN CONSULTANT

MIAMIBEACH

PININFARINA BUS SHELTERS

CITY OF MIAMI BEACH

ENHANCED/STANDARD 20' X 6' - FOUNDATION PLAN , FRAMING PLAN, DETAILS

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ARCHITECT OF RECORD

**17-012 G01**

PROJECT NUMBER

**S-102**

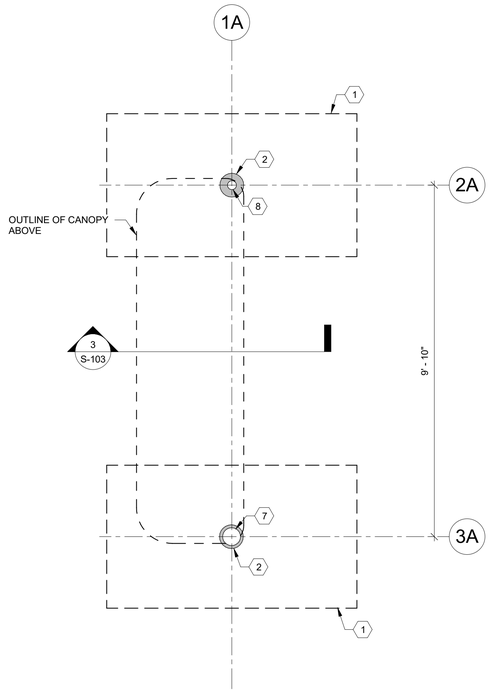
SHEET NUMBER

TO THE BEST OF MY KNOWLEDGE AND ABILITY THESE PLANS ARE COMPLETE AND COMPLY WITH THE APPLICABLE BUILDING CODES

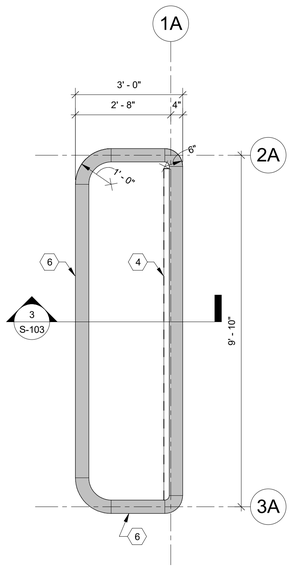
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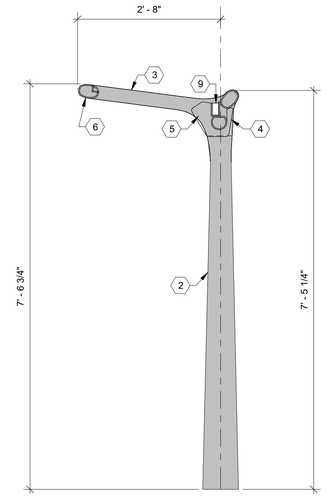
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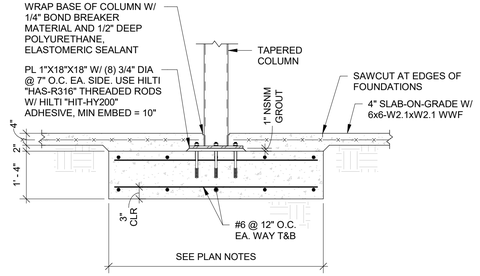

1 10' X 3' FOUNDATION PLAN
1/2" = 1'-0"




2 10' X 3' ROOF PLAN
1/2" = 1'-0"




3 SECTION - 3' SHELTER
3/4" = 1'-0"




4 TYPICAL COLUMN TO FOUNDATION DETAIL
1/2" = 1'-0"

NOTE: VERIFY ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS AND 3D MODELS.

10' X 3' PLAN NOTES

1. 7'-0" x 4'-0" x 1'-4" FOOTING, REINF. W/ #6 @ 12" O.C. EA. WAY T&B.
2. ALUMINUM VARIABLE TAPERED COLUMN: 8" WIDE BASE, 4-1/2" WIDE TOP
3. ALUMINUM BEAM: 3" OD WITH A 1/4" WALL THICKNESS.
4. ALUMINUM BEAM: SEE 9 / S-201 FOR PROFILE W/ GUTTER
5. ALUMINUM CUSTOM FABRICATED CONNECTION.
6. ALUMINUM PERIMETER BEAM: SEE 3/S-201 FOR PROFILE.
7. INTEGRAL DOWNSPOUT-DISCHARGE TO SIDE OF SHELTER.
8. INTEGRAL CONDUIT PATHWAY.
9. OPENING IN FABRICATED CONNECTION FOR DOWNSPOUT - SEE PLAN FOR DOWNSPOUT LOCATION.


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PROJECT TEAM
PROFESSIONAL IN CHARGE
CATHY G. TIEDGE, PE

REGISTRATION NUMBER FL-47763

APPROVED BY **CGT**

DESIGNED BY **CGT**

DRAWN BY **AED**

CHECKED BY **CGT**

CATHY GASPER TIEDGE LICENSE No 47763 STATE OF FLORIDA PROFESSIONAL ENGINEER
07/03/2019

DESIGN CONSULTANT

MIAMIBEACH

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CITY OF MIAMI BEACH

MINIMAL 10' X 3' - FOUNDATION PLAN , FRAMING PLAN, DETAILS

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ARCHITECT OF RECORD

**17-012 G01**

PROJECT NUMBER

**S-103**

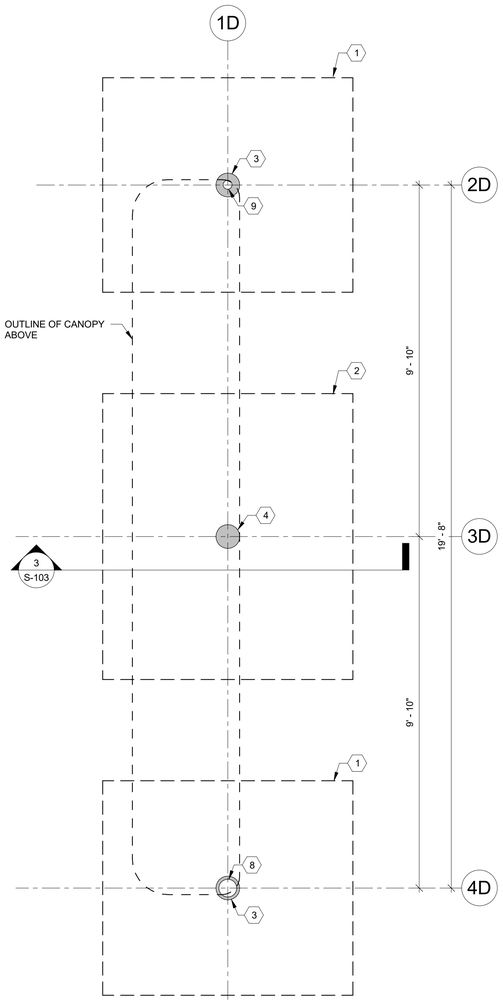
SHEET NUMBER

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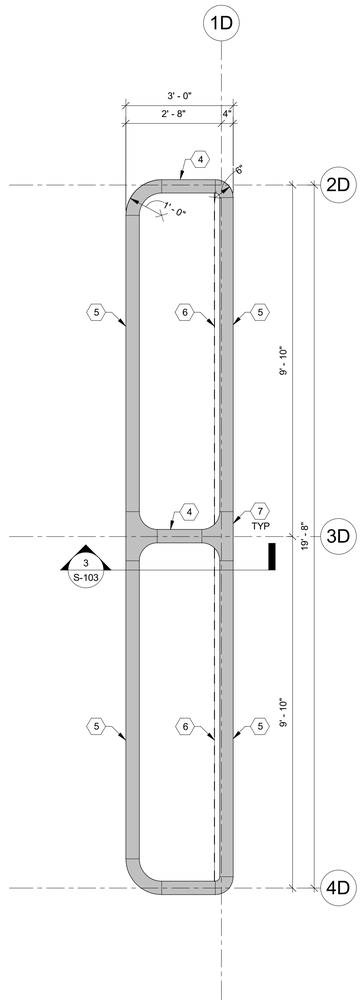
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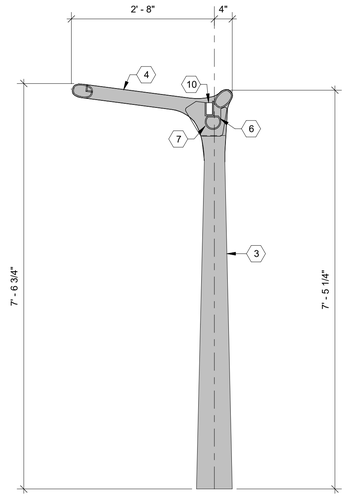
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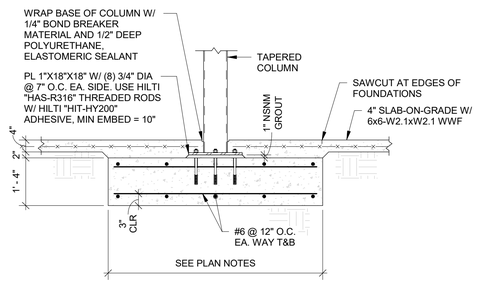

1 20' X 3' FOUNDATION PLAN
1/2" = 1'-0"




2 20' X 3' ROOF PLAN
1/2" = 1'-0"




3 SECTION - 3' SHELTER
3/4" = 1'-0"




4 TYPICAL COLUMN TO FOUNDATION DETAIL
1/2" = 1'-0"

NOTE: VERIFY ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS AND 3D MODELS.

## 20' X 3' PLAN NOTES

1. 7'-0" x 6'-0" x 1'-4" FOOTING, REINF. W/ #6 @ 12" O.C. EA. WAY T&B
2. 7'-0" x 8'-0" x 1'-4" FOOTING, REINF. W/ #6 @ 12" O.C. EA. WAY T&B
3. ALUMINUM VARIABLE TAPERED COLUMN: 8" WIDE BASE, 4-1/2" WIDE TOP. SEE 6 / S-201 FOR ADDITIONAL INFORMATION.
4. ALUMINUM BEAM: 3" OD WITH A 1/4" WALL THICKNESS.
5. ALUMINUM PERIMETER BEAM: SEE 3 / S-201 FOR PROFILE.
6. ALUMINUM BEAM: SEE 9 / S-201 FOR PROFILE W/ GUTTER.
7. ALUMINUM CUSTOM FABRICATED CONNECTION.
8. INTEGRAL DOWNSPOUT-DISCHARGE TO SIDE OF SHELTER.
9. INTEGRAL CONDUIT PATHWAY.
10. OPENING IN FABRICATED CONNECTION FOR DOWNSPOUT - SEE PLAN FOR DOWNSPOUT LOCATION.


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PROJECT TEAM
PROFESSIONAL IN CHARGE: CATHY G. TIEDGE, PE
REGISTRATION NUMBER: FL-47763
APPROVED BY: CGT
DESIGNED BY: CGT
DRAWN BY: AED
CHECKED BY: CGT

CATHY GASPER TIEDGE LICENSE No 47763 STATE OF FLORIDA PROFESSIONAL ENGINEER
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DESIGN CONSULTANT

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ARCHITECT OF RECORD

**17-012 G01**

PROJECT NUMBER

**S-104**

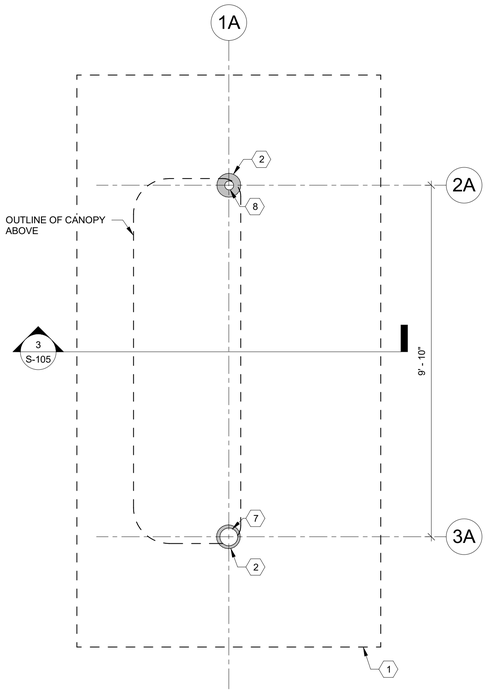
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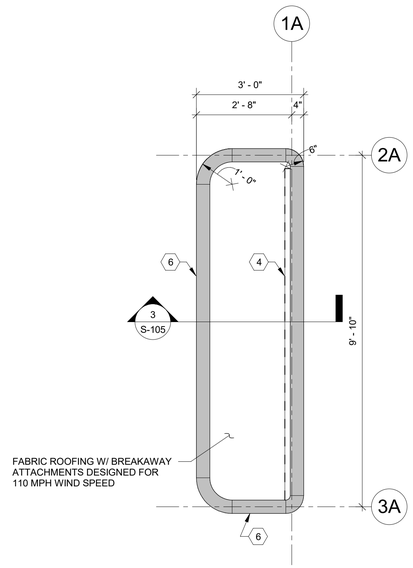
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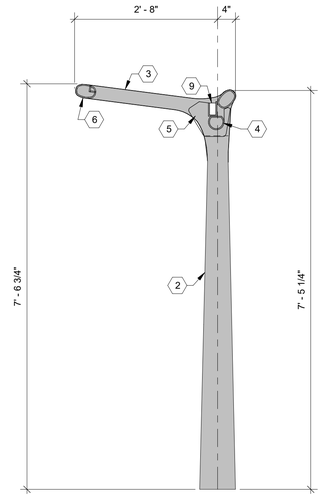
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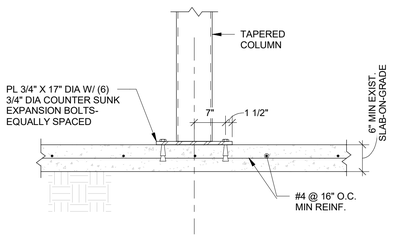

1 TEMPORARY 10' X 3' FOUNDATION PLAN
1/2" = 1'-0"




2 TEMPORARY 10' X 3' ROOF PLAN
1/2" = 1'-0"




3 TEMPORARY SECTION - 3' SHELTER
3/4" = 1'-0"




4 TEMPORARY COLUMN TO SLAB DETAIL
3/4" = 1'-0"

NOTE:
1. TEMPORARY BUS SHELTER DOES NOT HAVE ANY ADVERTISING BOARDS ATTACHED TO THE FRAMING MEMBERS.
2. FABRIC ROOF TO HAVE BREAKAWAY ATTACHMENTS.
3. FREE STANDING ELEMENTS WITH THEIR OWN SUPPORT AND FOUNDATION ARE ACCEPTABLE.
4. VERIFY ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS AND 3D MODELS.

## TEMPORARY 10' X 3' PLAN NOTES

1. MINIMUM SLAB REQUIREMENT: 8'-6" x 16'-0" x 0'-6" SLAB W/ #4 @ 16" O.C. EA. WAY AT CENTER OF SLAB.
2. ALUMINUM VARIABLE TAPERED COLUMN: 8" WIDE BASE, 4-1/2" WIDE TOP WITH A MIN 0.375" WALL THICKNESS.
3. ALUMINUM BEAM: 3" OD WITH A MIN 0.375" WALL THICKNESS.
4. ALUMINUM BEAM: SEE 9 / S-201 FOR PROFILE W/ GUTTER
5. CUSTOM FABRICATED ALUMINUM CONNECTION.
6. PERIMETER BEAM: SEE 3 / S-201 FOR PROFILE.
7. INTEGRAL DOWNSPOUT-DISCHARGE TO SIDE OF SHELTER.
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9. OPENING IN FABRICATED CONNECTION FOR DOWNSPOUT - SEE PLAN FOR DOWNSPOUT LOCATION.


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ARCHITECT OF RECORD

17-012 G01

PROJECT NUMBER

S-105

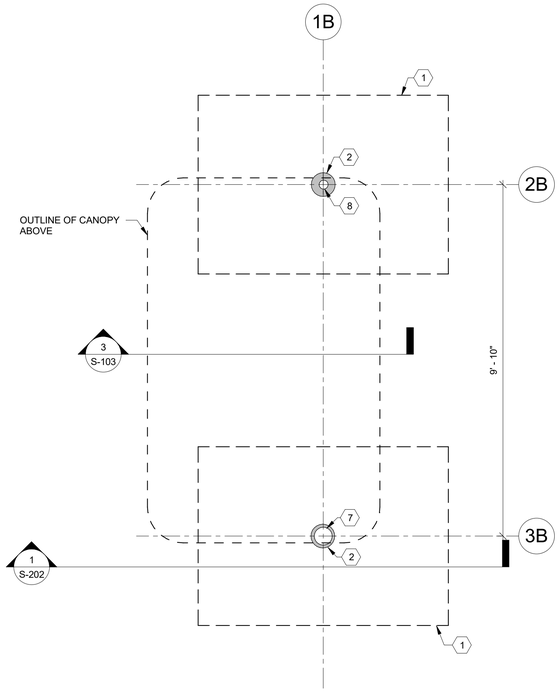
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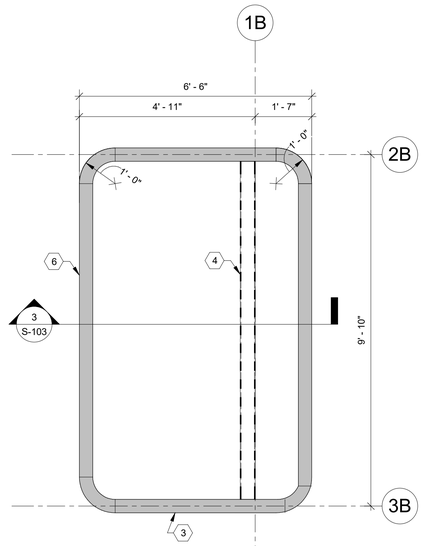
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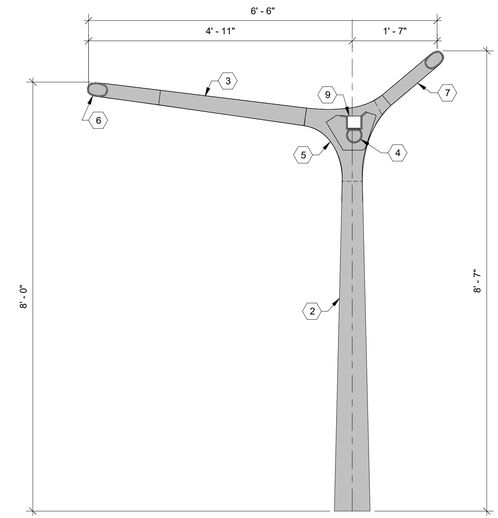
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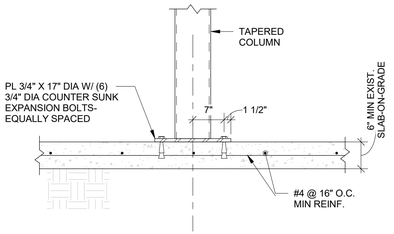

1 TEMPORARY 10' X 6' FOUNDATION PLAN
1/2" = 1'-0"




2 TEMPORARY 10' X 6' ROOF PLAN
1/2" = 1'-0"




3 TEMPORARY SECTION - 6' SHELTER
3/4" = 1'-0"




4 TEMPORARY COLUMN TO SLAB DETAIL
3/4" = 1'-0"

NOTE:
1. VERIFY ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS AND 3D MODELS. FREE STANDING ELEMENTS WITH THEIR OWN SUPPORT AND FOUNDATION ARE ACCEPTABLE.

## TEMPORARY 10' X 6' PLAN NOTES

1. MINIMUM SLAB REQUIREMENT: 8'-6" x 16'-0" x 0'-6" SLAB W/ #4 @ 16" O.C. EA. WAY AT CENTER OF SLAB.
2. ALUMINUM VARIABLE TAPERED COLUMN: 8" WIDE BASE, 4-1/2" WIDE TOP WITH A MIN 0.375" WALL THICKNESS.
3. ALUMINUM BEAM: 3" OD WITH A 1/4" WALL THICKNESS.
4. ALUMINUM BEAM: SEE 8 / S-201 FOR PROFILE W/ GUTTER.
5. CUSTOM FABRICATED ALUMINUM CONNECTION.
6. ALUMINUM PERIMETER BEAM: SEE 3 / S-201 FOR PROFILE.
5. INTEGRAL DOWNSPOUT-DISCHARGE TO SIDE OF SHELTER.
6. INTEGRAL CONDUIT PATHWAY.
7. OPENING IN FABRICATED CONNECTION FOR DOWNSPOUT - SEE PLAN FOR DOWNSPOUT LOCATION.


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REVISIONS:

| NO. | DESCRIPTION | DATE |
|---|---|---|

PROJECT TEAM
PROFESSIONAL IN CHARGE
CATHY G. TIEDGE, PE
REGISTRATION NUMBER FL-47763
APPROVED BY CGT
DESIGNED BY CGT
DRAWN BY AED
CHECKED BY CGT

CATHY GASPER TIEDGE LICENSE No 47763 STATE OF FLORIDA PROFESSIONAL ENGINEER
07/03/2019

DESIGN CONSULTANT

MIAMIBEACH

PININFARINA BUS SHELTERS

CITY OF MIAMI BEACH

# TEMPORARY 10' X 6' FOUNDATION PLAN, FRAMING PLAN, DETAILS

SHEET TITLE


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architecture engineering
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construction management
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ARCHITECT OF RECORD

**17-012 G01**

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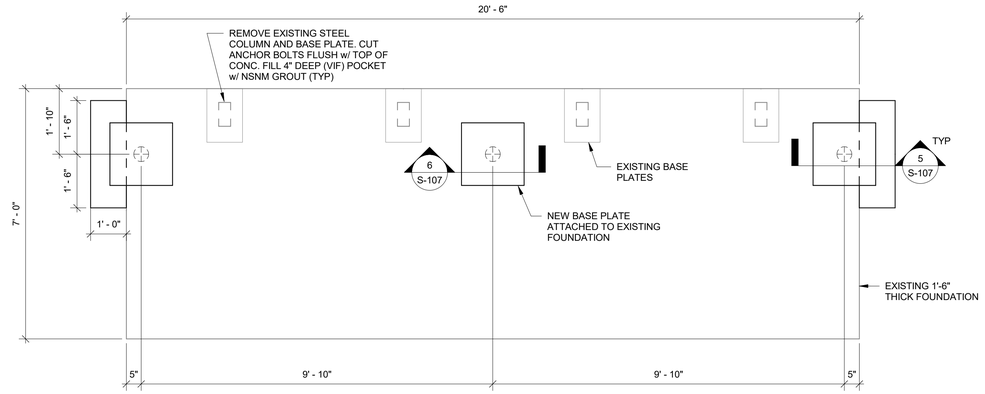
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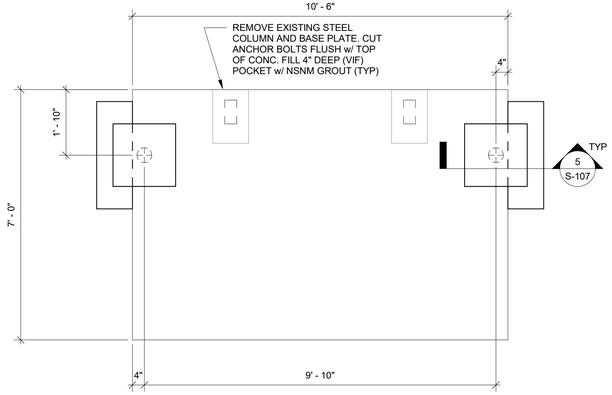
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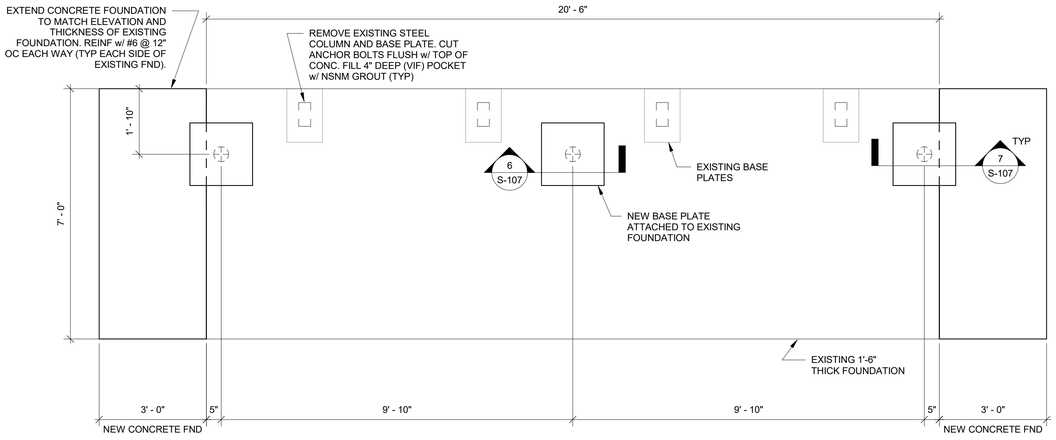

NOTE: ACCEPTABLE FOR USE WITH 20' x 3' SHELTER.

## 1 20' x 3' SHELTER AT EXISTING FOUNDATION (20'-6" x 7'-0")
1/2" = 1'-0"



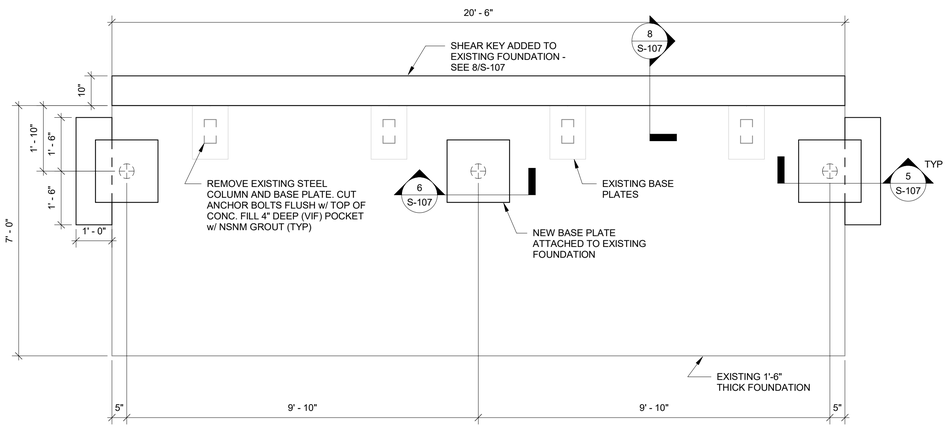

NOTE: ACCEPTABLE FOR USE WITH 10' x 3' AND 10' x 6' SHELTER.

## 4 EXISTING FOUNDATION (10'-6" x 7'-0")
1/2" = 1'-0"



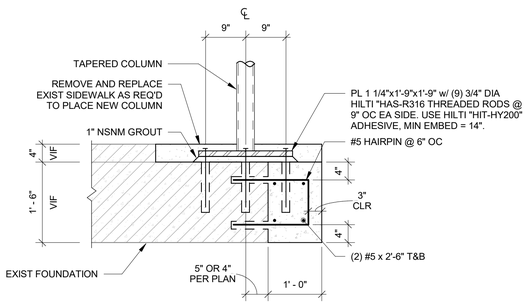

NOTE: ACCEPTABLE FOR USE WITH 20' x 6' SHELTER.

## 2 EXTENDED FOUNDATION FOR 20' x 6' SHELTER AT EXISTING FOUNDATION (20'-6" x 7'-0")
1/2" = 1'-0"

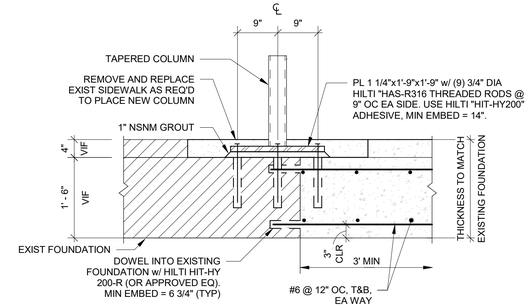



NOTE: ACCEPTABLE FOR USE WITH 20' x 6' SHELTER.

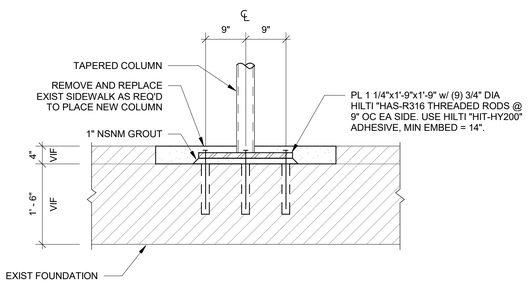
## 3 SHEAR KEY FOR 20' x 6' SHELTER AT EXISTING FOUNDATION (20'-6" x 7'-0")
1/2" = 1'-0"



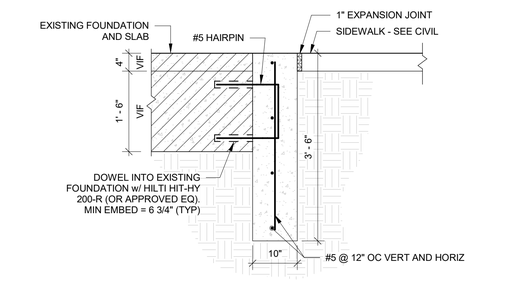

## 5 COLUMN CONNECTION AT EDGE OF EXIST FOUNDATION
3/4" = 1'-0"




## 7 COLUMN CONNECTION AT EDGE OF EXIST FOUNDATION AT 20' x 6' SHELTER
3/4" = 1'-0"




## 6 COLUMN CONNECTION AT INTERIOR OF EXIST FOUNDATION
3/4" = 1'-0"




## 8 SHEAR KEY AT EXISTING FOUNDATION
3/4" = 1'-0"

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07/03/2019

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MIAMIBEACH

PININFARINA BUS SHELTERS

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EXISTING FOUNDATIONS

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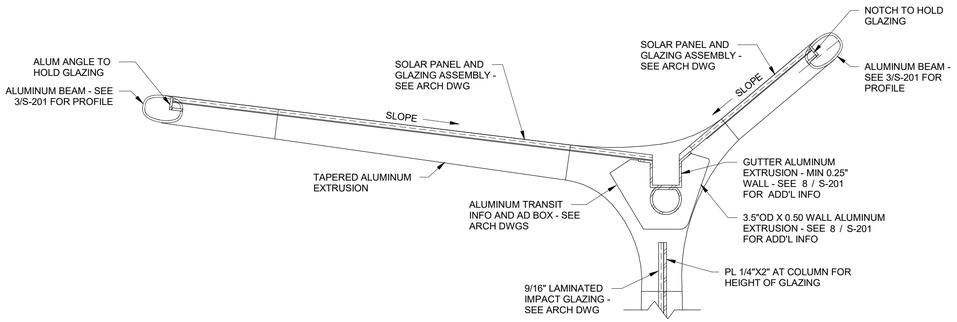
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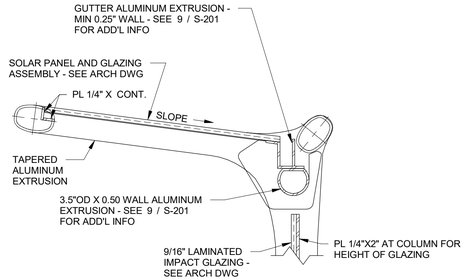
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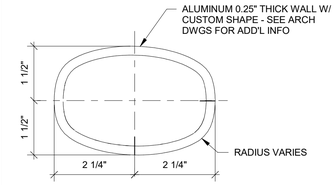
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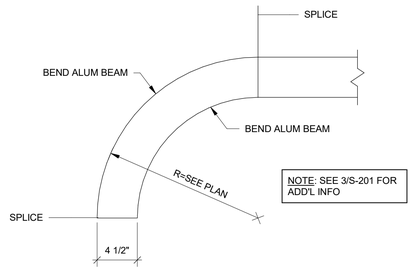

1 STANDARD SECTION (6' WIDE)
1 1/2" = 1'-0"




2 MINIMAL SECTION (3' WIDE)
1 1/2" = 1'-0"

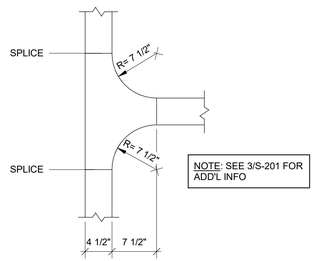



3 BEAM PROFILES
6" = 1'-0"



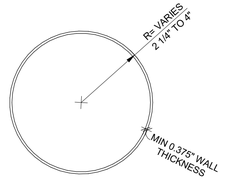

4 RADIUS CORNER FABRICATION
1 1/2" = 1'-0"

NOTE: SEE 3/S-201 FOR ADD'L INFO



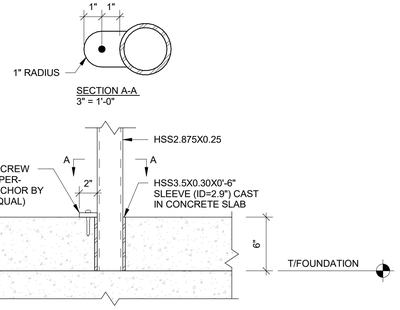

5 CENTER FABRICATION
1" = 1'-0"

NOTE: SEE 3/S-201 FOR ADD'L INFO

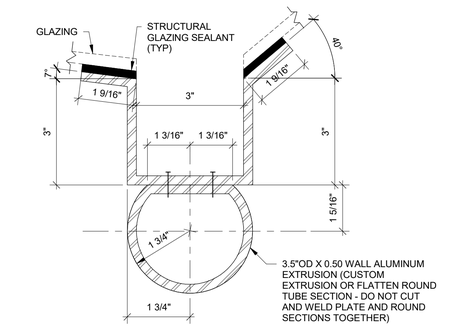



NOTE: SEE ARCHITECTURAL DRAWINGS AND 3D MODELS FOR COLUMN SHAPE, TAPER IS NOT UNIFORM OVER THE HEIGHT OF THE COLUMN.

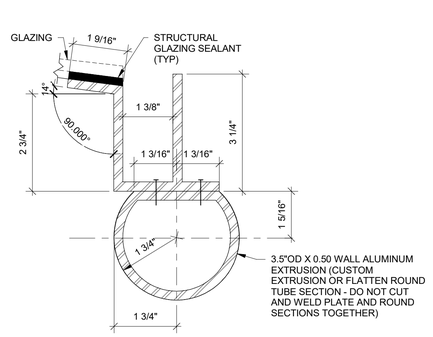
6 TAPERED COLUMN SECTION
1 1/2" = 1'-0"



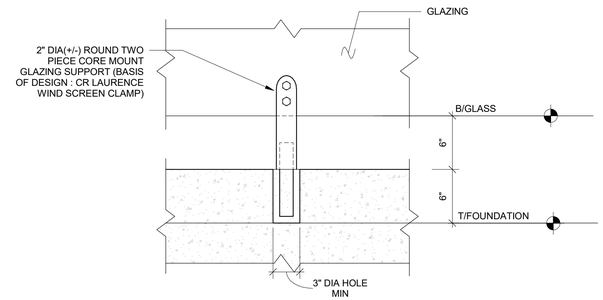

7 LEANING RAIL POST CONNECTION (REMOVABLE POST)
1 1/2" = 1'-0"




8 GUTTER DETAIL - STANDARD SECTION
6" = 1'-0"




9 GUTTER DETAIL - MINIMAL SECTION
6" = 1'-0"




NOTE: WIND SCREEN CLAMP TO BE DESIGNED FOR WIND LOAD CRITERIA NOTED ON S-001.

10 GLAZING SUPPORT AT BASE
1 1/2" = 1'-0"

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CITY OF MIAMI BEACH

STRUCTURAL DETAILS

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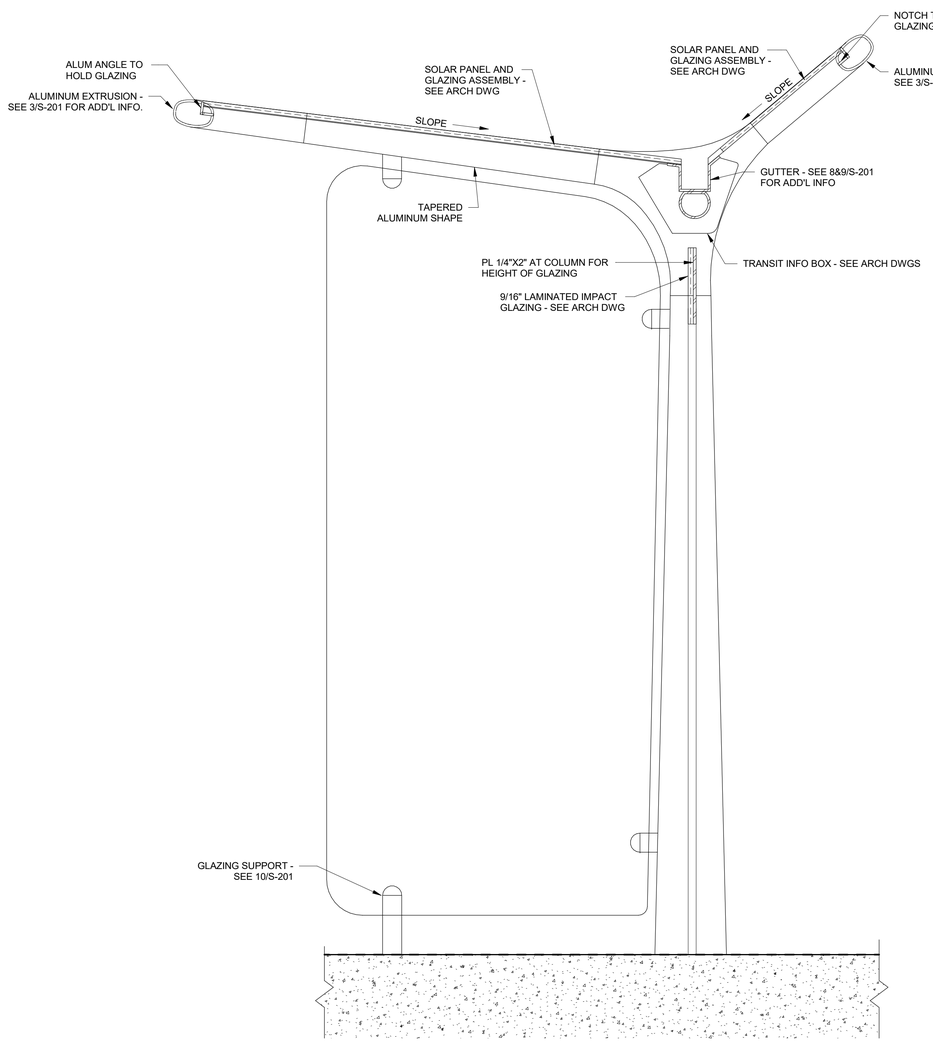
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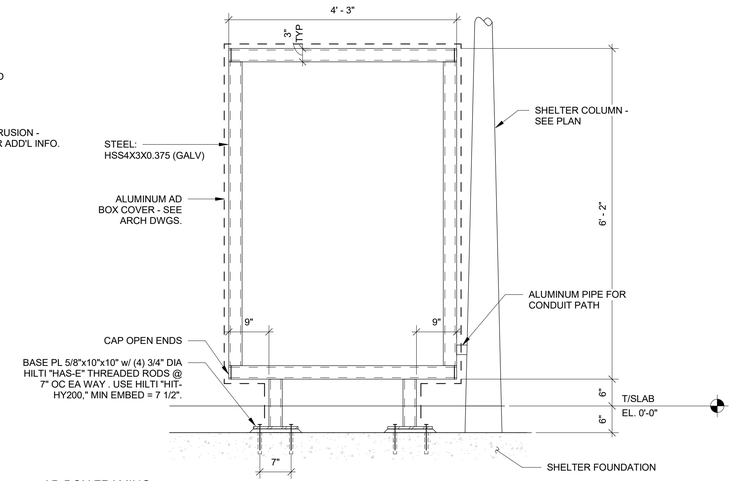
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SHEET NUMBER

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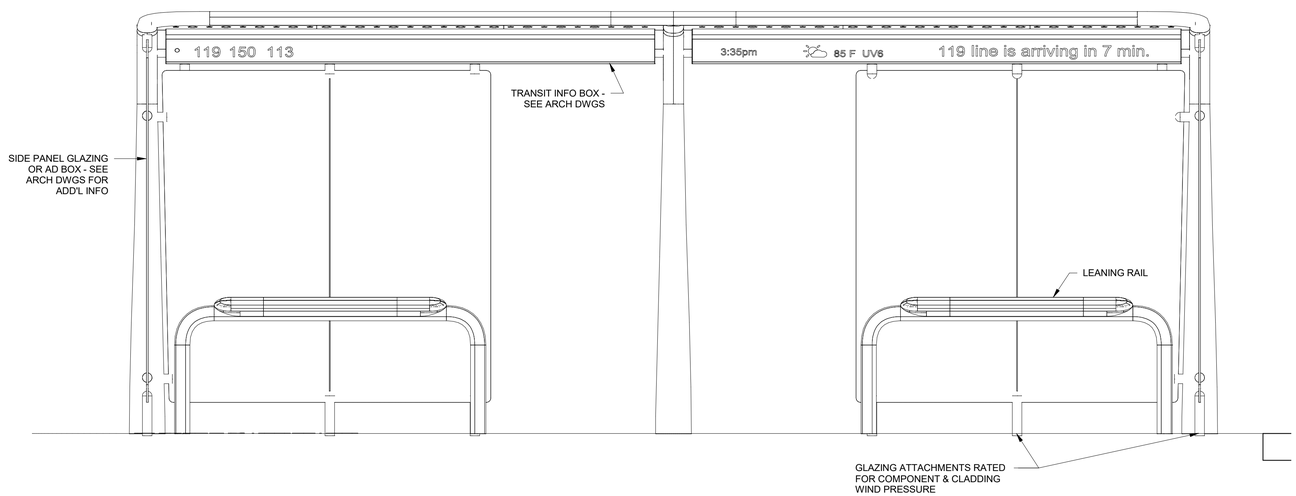
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1 TYPICAL SECTION
1 1/2" = 1'-0"




2 AD BOX FRAMING
3/4" = 1'-0"




3 ELEVATION
3/4" = 1'-0"

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# ELECTRICAL SYMBOL LEGEND

## BASIC MATERIALS

| SYMBOL | DESCRIPTION |
|---|---|
| S WP | SINGLE POLE SWITCH WITH WEATHERPROOF COVER |
| WP | GFI RECEPTACLE. WP DENOTES WEATHERPROOF COVER. WR DENOTES WEATHER RESISTANCE LISTED RECEPTACLE. |
| | SPECIAL PURPOSE RECEPTACLE, RATING AS NOTED |
| J | CEILING/FLOOR MOUNT JUNCTION BOX |
| | WALL MOUNT JUNCTION BOX |
| SM | MANUAL MOTOR STARTER WITH OVERLOAD HEATERS |
| | NON-FUSED DISCONNECT SWITCH, SIZE AS NOTED |
| | FUSED DISCONNECT |
| | BRANCH CIRCUIT PANELBOARD, UNDER 250 VOLTS, SURFACE MOUNTED |
| | BRANCH CIRCUIT PANELBOARD, UNDER 250 VOLTS, FLUSH MOUNTED |
| GND | GROUND BAR |

## CCTV SYSTEM BOXES

| | |
|---|---|
| | CCTV BACK BOX. CCTV, WIRING AND HEAD - END EQUIPMENT BY SELECTED VENDOR/CONTRACTOR UNDER A SEPARATE PERMIT |

## LIGHTING

| | |
|---|---|
| | FLUORESCENT STRIP FIXTURE |
| | EMBEDDED LIGHT FIXTURE |
| | WALL MOUNTED LIGHT FIXTURE |

## MISCELLANEOUS

WP/WR = WEATHER PROOF/WEATHER RESISTANT

## SCOPE OF WORK

ELECTRICAL DESIGN FOR NEW PROTOTYPICAL BUS SHELTERS TO BE DEPLOYED CITYWIDE UNDER SITE SPECIFIC SEPERATE PERMITS.

PROTOTYPES INCLUDE THE FOLLOWING:

STANDARD/ENHANCED (20' X 6.6')
MINIMAL (10 X 6.6')
MIINIMAL (10' X 3') & STANDARD/ENHANCED (20'X3')

## ELECTRICAL DRAWING INDEX



| SHEET | DESCRIPTION | ISSUED |
|---|---|---|
| E-001 | ELECTRICAL SYMBOL LEGEND AND GENERAL NOTES | |
| E-101 | MINIMAL 10' x 6.5' - FLOOR PLAN, REFLECTED CEILING PLAN - ELECTRICAL | |
| E-102 | ENHANCED 20' x 6.5' - FLOOR PLAN, REFLECTED CEILING PLAN - ELECTRICAL | |
| E-103 | MINIMAL 10 x 3' - FLOOR PLAN, REFLECTED CEILING PLAN - ELECTRICAL | |
| E-104 | ENHANCED 20' x 3' - FLOOR PLAN, REFLECTED CEILING PLAN - ELECTRICAL | |



NOTE: SOME SYMBOLS SHOWN ON THIS LEGEND MAY NOT PERTAIN TO THIS PROJECT.

# ELECTRICAL NOTES

1. THE DRAWINGS AND APPLICABLE SPECIFICATIONS SHALL BE CONSIDERED SUPPLEMENTARY, ONE TO THE OTHER AND ARE CONSIDERED THE "CONTRACT DOCUMENTS." ALL WORKMANSHIP, METHODS, AND/OR MATERIALS DESCRIBED OR IMPLIED BY ONE AND NOT DESCRIBED OR IMPLIED BY THE OTHER SHALL BE PROVIDED, FURNISHED, OR PERFORMED AS IF IT HAD APPEARED IN BOTH SECTIONS. THE TERM "CONTRACT DOCUMENTS" DESCRIBED HEREIN IS NOT LIMITED SOLELY TO THE ELECTRICAL PORTION OF THE DRAWINGS AND SPECIFICATIONS, BUT ENCOMPASSES THE DRAWINGS AND SPECIFICATIONS OF ALL DIVISIONS AS A WHOLE.

2. WHERE A DISCREPANCY OR CONFLICT IS FOUND BETWEEN ONE DRAWING AND ANOTHER, OR BETWEEN A DRAWING AND APPLICABLE SPECIFICATIONS, THE CONTRACTOR SHALL NOTIFY THE A/E IMMEDIATELY IN WRITTEN FORM. CONTRACTOR SHALL NOT PROCEED WITH THAT PORTION OF THE WORK UNTIL A WRITTEN DIRECTIVE HAS BEEN RETURNED. IN GENERAL, THE MOST STRINGENT REQUIREMENT SHALL GOVERN UNLESS THE DISCREPANCY CONFLICTS WITH APPLICABLE CODES, WHEREIN THE CODE SHALL GOVERN.

3. THE DRAWINGS ARE DIAGRAMMATIC AND ARE NOT INTENDED TO SHOW EVERY DETAIL OF CONSTRUCTION, METHODS, MATERIALS AND EQUIPMENT, OR EXACT LOCATIONS, ROUTING, FOR POWERING THE BUS STOPS. THEY INDICATE THE RESULT TO BE ACHIEVED BY THE ASSEMBLAGE OF SEVERAL SYSTEMS.

DO NOT SCALE THE CONTRACT DOCUMENTS. COORDINATE EXACT EQUIPMENT LOCATIONS WITH THE ARCHITECTURAL AND STRUCTURAL PORTIONS OF THE CONTRACT DOCUMENTS, AS WELL AS FIELD CONDITIONS, APPROVED SHOP DRAWINGS, AND WORK OF ALL OTHER DIVISIONS/TRADES.

4. THE TERM "PROVIDE" USED IN THE CONTRACT DOCUMENTS INDICATES THAT THE CONTRACTOR SHALL FURNISH AND INSTALL MATERIALS, INCLUDING ALL COST FOR SHIPPING, UNLOADING, STORAGE, UNPACKING, ERECTION, ANCHORING, ETC. REQUIRED FOR CORRECT INSTALLATION OF A COMPLETE SYSTEM, UNLESS SPECIFICALLY NOTED OTHERWISE.

5. UNLESS NOTED AS EXISTING, ALL ELECTRICAL INDICATED IN THE CONTRACT DOCUMENTS SHALL BE NEW, SHALL BE U.L. LISTED, AND SHALL BEAR A U.L. LABEL. WHERE NO U.L. LABEL OR LISTING IS AVAILABLE THE MATERIAL SHALL BE LISTED WITH AN APPROVED, NATIONALLY RECOGNIZED ELECTRICAL TESTING AGENCY. WHERE NO LABELING OR LISTING IS AVAILABLE FOR MATERIAL, TEST DATA SHALL BE SUBMITTED
TO THE A/E AS EVIDENCE THAT THE MATERIAL MEETS OR EXCEEDS AVAILABLE STANDARDS. EQUIPMENT SHALL BE INSTALLED AND USED IN ACCORDANCE WITH ANY INSTRUCTIONS INCLUDED IN THE LISTING OR LABELING.

6. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH 2014 EDITION OF THE NATIONAL ELECTRICAL CODE (NEC), 2017 FLORIDA BUILDING
CODE 6TH EDITION, ALL APPLICABLE LOCAL CODES, ORDINANCES AND ALL REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION (AHJ), AS A MINIMUM.

7. THE CONTRACTOR SHALL PROVIDE EXPERIENCED, QUALIFIED, AND RESPONSIBLE SUPERVISION FOR ALL WORK REQUIRED BY THE CONTRACT DOCUMENTS. ALL ELECTRICAL EQUIPMENT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER, TO THE SATISFACTION OF THE A/E AND OWNER. ALL WORK SHALL BE PERFORMED IN A FIRST-CLASS MANNER.

8. THE CONTRACTOR SHALL CARRY ALL INSURANCE REQUIRED TO PROTECT AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THIS PROJECT.

9. THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP ARE FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE A/E AND OWNER. THE CONTRACTOR, AT NO ADDITIONAL COSTS, SHALL PROVIDE THE CORRECTION OF ANY DEFECTS INCLUDING REPAIR OR REPLACEMENT.

10. THE CONTRACTOR SHALL INCLUDE ALL COSTS ASSOCIATED WITH PERMITS, LICENSES, FEES, INSPECTIONS, TESTING AND TEMPORARY POWER IN HIS PROPOSAL, UNLESS SPECIFICALLY NOTED OTHERWISE.

11. THE CONTRACTOR SHALL VISIT AND CAREFULLY EXAMINE THOSE PORTIONS OF THE CITY OF MIAMI BUS STOPS AND/OR SITE AFFECTED BY THIS WORK PRIOR TO SUBMITTING PROPOSALS, SO AS TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND DIFFICULTIES THAT MAY AFFECT EXECUTION OF THE WORK. SUBMISSION OF A PROPOSAL WILL BE CONSTRUED AS EVIDENCE THAT SUCH EXAMINATION HAS BEEN MADE. LATER
CLAIMS FOR LABOR, EQUIPMENT AND/OR MATERIALS REQUIRED DUE TO DIFFICULTIES ENCOUNTERED THAT COULD HAVE REASONABLY BEEN OBSERVED BY THE CONTRACTOR WILL NOT BE RECOGNIZED,

12. ALL TEMPORARY DOWNTIME REQUIRED FOR SYSTEM TIE-IN OR SWITCHOVER FOR ANY PORTION OF THE ELECTRICAL SYSTEM SHALL BE PRE-APPROVED BY THE OWNER AND SCHEDULED IN ADVANCE.

13. THE CONTRACTOR SHALL COORDINATE ALL PROJECT SCHEDULING AND PHASING REQUIREMENTS WITH A/E AND OWNER PRIOR TO SUBMITTING PROPOSAL. THIS PROJECT MAY REQUIRE PHASING SEQUENCES AND POTENTIAL PREMIUM TIME WORK AND ALL COSTS FOR SUCH SHALL BE INCLUDED IN THE CONTRACTOR'S PROPOSAL. THE CONTRACTOR SHALL PROVIDE ADEQUATE WORK FORCE EQUIPMENT, AND SHALL WORK SUCH HOURS INCLUDING PREMIUM TIME AS MAY BE REQUIRED IN ORDER TO ADHERE TO THE PROJECT SCHEDULE. ADDITIONALLY, THE CONTRACTOR SHALL ENSURE THAT LONG-LEAD ITEMS DO NOT IMPACT THE PROJECT'S SCHEDULE OR PHASING.

14. ELECTRICAL SERVICES SHALL BE PROVIDED BY OTHERS UNDER A SEPARATE PERMIT THE CONTRACTOR SHALL COORDINATE THE EXACT REQUIREMENTS WITH LOCAL UTILITY COMPANY (ELECTRIC), AND INCLUDE ALL COSTS FOR PROVIDING TEMPORARY SERVICES REQUIRED FOR THIS PROJECT IN HIS BID. CONTRACTOR'S PROPOSAL SHALL INCLUDE, BUT IS NOT LIMITED TO: EXCAVATION, RACEWAYS, BACKFILL, EQUIPMENT, EQUIPMENT PADS, BACKBOARDS, METERS, GROUNDING, UTILITY ENGINEERING AND IMPACT FEES.

15. THE CONTRACTOR SHALL INCLUDE ALL COST FOR THE PROPER STORAGE, TRANSPORT, DISPOSAL, AND/OR RECYCLING OF ALL WASTE MATERIALS GENERATED BY THIS WORK. CONTRACTOR SHALL COMPLY WITH ALL RULES, REGULATIONS AND GUIDELINES THAT APPLY. REMOVE DEBRIS, RUBBISH, ETC. RESULTING FROM THIS WORK FROM THE SITE DAILY.

16. IF HAZARDOUS MATERIALS ARE ENCOUNTERED, THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE RULES, REGULATIONS AND GUIDELINES CONCERNING REMOVAL, HANDLING, DISPOSAL, AND PROTECTION AGAINST ENVIRONMENTAL EXPOSURE OR POLLUTION. CONTRACTOR SHALL PROVIDE DOCUMENTATION OF SAID COMPLIANCE.

17. CONDUCT WORK OPERATIONS AND DEBRIS REMOVAL IN A MANNER THAT ENSURES MINIMUM INTERFERENCE WITH NORMAL BUSINESS OPERATIONS, TRAFFIC, PARKING, ETC. ONGOING IN ADJACENT OCCUPIED SPACES OR FACILITIES. PROVIDE ALL THAT IS REQUIRED TO EFFECTIVELY PROTECT SURROUNDING OCCUPANTS, EQUIPMENT, FINISHES, ETC. FROM DAMAGE OR EXCESSIVE NOISE THROUGHOUT THE DURATION OF THIS PROJECT. ANY DAMAGE TO SURROUNDING ELEMENTS RESULTING FROM THE CONTRACTOR'S FAILURE TO ADHERE TO THIS REQUIREMENT SHALL BE RESTORED TO ORIGINAL CONDITION BY THE CONTRACTOR, TO THE SATISFACTION OF THE A/E AND OWNER, AT NO ADDITIONAL COSTS. REPORT ANY SUCH OCCURRENCE TO THE A/E AND OWNER IMMEDIATELY AND AWAIT WRITTEN DIRECTION PRIOR TO PROCEEDING WITH REPAIRS.

18. PROVIDE SIX (6) COPIES OF SUBMITTALS (PRODUCT DATA & SHOP DRAWINGS) FOR EACH MAJOR COMPONENT OF THE ELECTRICAL SYSTEM FOR REVIEW BY THE A/E AND OWNER. MAJOR ITEMS INCLUDE, BUT ARE NOT LIMITED TO: RACEWAY, BOXES, WIRE AND CABLE, EQUIPMENT, DEVICES, LIGHT FIXTURES, PV SYSTEM, PANELBOARDS, CIRCUIT BREAKERS, SAFETY SWITCHES, ETC.
FOR REVIEW AND "APPROVE" ALL SUBMITTALS FOR CONFORMANCE WITH THE PROJECT REQUIREMENTS PRIOR TO ISSUING TO A/E. CONTRACTOR SHALL NOT ORDER ANY MATERIALS WITHOUT A/E'S REVIEW OF SUBMITTALS. ALLOW 10 DAYS FOR REVIEW BY A/E.

19. THE ELECTRICAL PORTION OF THE CONTRACT DOCUMENTS ARE COORDINATED WITH THE DESIGN BASIS EQUIPMENT SPECIFIED BY DIVISION 16 AND OTHER DIVISIONS. WHERE THE CONTRACTOR ELECTS TO SUBSTITUTE A PRODUCT IN LIEU OF PROVIDING THE DESIGN BASIS, AND SAID SUBSTITUTION IS ACCEPTED BY THE A/E AND OWNER, THE CONTRACTOR SHALL MAKE ALL CORRECTIONS TO THE ELECTRICAL SYSTEM NECESSARY IN ORDER TO ENSURE A COMPLETE AND OPERATIONAL INSTALLATION OF THE EQUIPMENT AT NO ADDITIONAL COSTS. WHERE THE CONTRACTOR'S DECISION TO SUBSTITUTE PRODUCTS RESULTS IN THE NEED FOR THE A/E TO REVISE THE CONTRACT DOCUMENTS, THE A/E RESERVES THE RIGHT TO REQUEST COMPENSATION FROM THE CONTRACTOR FOR SAID SERVICES.

20. CONTRACTOR SHALL MAINTAIN A CURRENT ACCURATE SET OF PROJECT RECORD DOCUMENTS (AS-BUILTS) AT THE SITE THROUGHOUT THE DURATION OF THIS PROJECT. RECORD DRAWINGS SHALL BE UPDATED EACH DAY TO REFLECT THE ACTUAL LOCATIONS, SIZES, ROUTING, ETC. OF EACH PORTION OF THE ELECTRICAL SYSTEM AFFECTED BY THIS WORK. A FINAL SET OF RECORD DOCUMENTS SHALL BE ISSUED TO
THE A/E FOR REVIEW AND THEN SUBMITTED TO THE OWNER AT THE CONCLUSION OF THE PROJECT.

21. ALL 120V, 20A BRANCH CIRCUITS OVER 80' -0" IN LENGTH SHALL BE #10 AWG CU. CONDUCTORS MINIMUM TO ACCOMMODATE VOLTAGE DROP.

22. ALL 240V, 20A BRANCH CIRCUITS OVER 200'-0" IN LENGTH SHALL BE #10 AWG CU. CONDUCTORS MINIMUM TO ACCOMMODATE VOLTAGE DROP.

23. IN GENERAL, VOLTAGE DROP FOR ANY BRANCH CIRCUIT SHALL NOT EXCEED 3%. VOLTAGE DROP FOR ANY FEEDER SHALL NOT EXCEED 2%. WHERE VOLTAGE DROP EXCEEDS THESE REQUIREMENTS, THE CONTRACTOR SHALL INCREASE THE SIZE OF THE CONDUCTORS AND RACEWAY AS REQUIRED.

24. CONTRACTOR SHALL PROVIDE ALL PENETRATIONS THROUGH FLOORS, WALLS, CEILINGS AND ROOFS. COORDINATE LOCATIONS AND SIZES WITH THE ARCHITECTURAL AND STRUCTURAL PORTIONS OF THE CONTRACT DOCUMENTS, FIELD CONDITIONS, AND WORK OF ALL OTHER DIVISIONS/TRADES. ALL OPENINGS SHALL BE SEALED WATERTIGHT.

25. WHERE OPENINGS PENETRATE A FIRE RATED FLOOR, WALL, CEILING, OR ROOF, FIRE STOPPING SHALL BE PROVIDED. MEET ALL REQUIREMENTS FOR THE U.L. ASSEMBLY AND RACEWAYS INVOLVED.

26. CONTRACTOR SHALL INCLUDE ALL COSTS FOR EXCAVATION, SAW CUTTING, DIRECTIONAL BORING, CORE DRILLING, BACKFILL, SURFACE RESTORATION, REPAIR OF FINISHES, ETC. THAT IS REQUIRED IN ORDER TO MEET THE PROJECT REQUIREMENTS.

27. ALL COMPONENTS OF THE ELECTRICAL SYSTEM LOCATED OUTDOORS SHALL BE RAIN PROOF TYPE NEMA 4X (MINIMUM), WHETHER INDICATED ON CONTRACT DOCUMENTS OR NOT.

28. ALL COMPONENTS OF THE ELECTRICAL SYSTEM LOCATED IN A HAZARDOUS (CLASSIFIED) LOCATION SHALL BE APPROVED FOR USE IN SAID LOCATION WHETHER INDICATED ON THE CONTRACT DOCUMENTS OR NOT.

29. ALL WORK ON THE ELECTRICAL SYSTEM REQUIRED BY THE CONTRACT DOCUMENTS SHALL BE COORDINATED WITH THE WORK OF ALL OTHER DIVISIONS/TRADES PRIOR TO THE COMMENCEMENT OF WORK. AVOID INTERFERENCES WITH THE PROGRESS OF OTHER DIVISIONS/TRADES.

30. COORDINATE THE EXACT LOCATIONS OF ALL WIRING DEVICES WITH THE ARCHITECTURAL PLANS, APPROVED MILLWORK SHOP DRAWINGS, AND FIELD CONDITIONS.

31. COORDINATE THE EXACT REQUIREMENTS OF ALL MISCELLANEOUS EQUIPMENT WITH APPROVED SHOP DRAWINGS, MANUFACTURER'S INSTRUCTIONS, AND EQUIPMENT NAME PLATE AND PROVIDE ALL ELECTRICAL REQUIRED.

32. THE USE OF ALUMINUM CONDUCTORS, RACEWAYS, BOXES, BUSSING, WINDINGS, ETC. ARE PROHIBITED UNLESS SPECIFICALLY NOTED OTHERWISE, OR UNLESS A/E AND OWNER GRANTS WRITTEN PERMISSION. ALL CONDUCTORS SHALL BE COPPER, THHN/THWN LISTED AND SOLID FOR #10 AND DOWN AND STRANDED FOR #8 AND ABOVE.

33. THE USE OF ELECTRICAL NON-METALLIC TUBING (ENT), AND LIQUID TIGHT FLEXIBLE NONMETALLIC CONDUIT (LFNC) ARE PROHIBITED UNLESS SPECIFICALLY NOTED OTHERWISE, OR UNLESS A/E AND OWNER GRANTS WRITTEN PERMISSION.

34. ALL FEEDER AND BRANCH CIRCUIT CONDUCTORS, INCLUDING LOW VOLTAGE SYSTEMS, SHALL BE INSTALLED IN A COMPLETE RACEWAY SYSTEM UNLESS SPECIFICALLY NOTED OTHERWISE.

35. ALL FEEDERS AND BRANCH CIRCUITS SHALL INCLUDE AN EQUIPMENT GROUND CONDUCTOR. RACEWAYS SHALL NOT BE USED AS EQUIPMENT GROUND.

36. ALL BRANCH CIRCUITS SHALL BE INSTALLED IN 1/2" TRADE SIZE RACEWAY MINIMUM, INCLUDING FLEXIBLE METAL CONDUIT AND LIQUID TIGHT FLEXIBLE METAL CONDUIT (FMC & LFMC).

37. FLEXIBLE METAL CONDUIT AND LIQUID TIGHT FLEXIBLE METAL CONDUIT (FMC & LFMC) SHALL NOT BE USED IN LENGTHS THAT EXCEED 6'-O" UNLESS SPECIFICALLY NOTED OTHERWISE, OR UNLESS A/E AND OWNER GRANTS WRITTEN PERMISSION.

38. ALL DEVICE OUTLET BOXES, JUNCTION BOXES, PULL BOXES, AND RACEWAYS SHALL BE CONCEALED WHERE POSSIBLE UNLESS SPECIFICALLY NOTED OTHERWISE, OR UNLESS A/E AND OWNER GRANTS WRITTEN PERMISSION.

39. COORDINATE THE EXACT LOCATION OF ALL LIGHTING FIXTURES WITH THE ARCHITECTURAL PLAN. WHERE THE QUANTITY OF LIGHTING FIXTURES DIFFER BETWEEN THE ARCHITECTURAL AND THE ELECTRICAL LIGHTING PLAN, THE CONTRACTOR SHALL PROVIDE THE HIGHEST QUANTITY OF FIXTURES WIRED PER THE N.E.C. TO THE LOCAL AREA LIGHTING CIRCUIT(S) AND SWITCH(ES).

40. MODIFY ALL LIGHTING FIXTURE CATALOG NUMBERS AS REQUIRED TO COORDINATE WITH THE LIGHTING BRANCH CIRCUIT VOLTAGES INDICATED, AND TO COORDINATE THE CATALOG NUMBERS WITH THE EXACT FIXTURE MOUNTING AND TRIM REQUIRED BY THE AREA IN WHICH EACH FIXTURE IS BEING INSTALLED.

41. PROVIDE WET LOCATION LISTED FUSING AT EACH EXTERIOR LIGHTING FIXTURE THAT CONTAINS BALLASTS.

42. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY NORMAL LIGHTING, EMERGENCY LIGHTING, AND EXIT SIGNAGE REQUIRED FOR THE DURATION OF THIS PROJECT.

43. PROVIDE LOCAL DISCONNECT SWITCHES, NEMA 3R, FOR ALL EXTERIOR SIGNAGE.

44. CONTRACTOR SHALL COMPLY WITH FBC 2017, ( C408.3 ) AND PROVIDE COMMISSIONING FOR AUTOMATIC LIGHTING SYSTEMS, I.E. LIGHTING CONTROLS SYSTEMS ARE REQUIRED TO BE FUNCTIONALLY TESTED, CALIBRATED, ADJUSTED, AND PROGRAMMED. CONSTRUCTION DOCUMENTS MUST INDICATE WHO WILL CONDUCT FUNCTIONAL TESTING.
45. ALL METAL PARTS SHALL BE EFFECTIVELY GROUNDED AND BONDED.
46. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR THE INSTALLATION, INTERCONNECTION, AND WIRING OF PV PANELS AND CONTROL SYSTEM.

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07/03/2019
DESIGN CONSULTANT

MIAMIBEACH

PININFARINA BUS SHELTERS
CITY OF MIAMI BEACH

ELECTRICAL SYMBOL LEGEND AND GENERAL NOTES
SHEET TITLE

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ARCHITECT OF RECORD

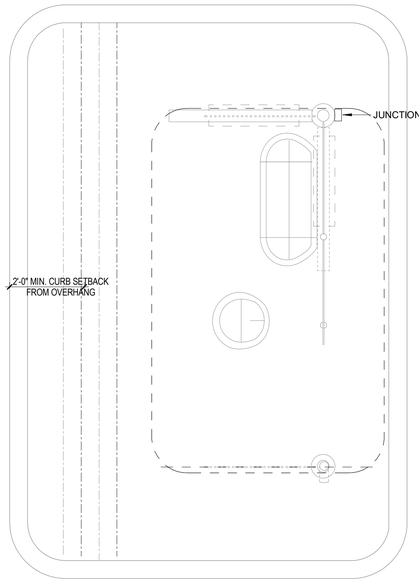
17-012 G01
PROJECT NUMBER

E-001
SHEET NUMBER

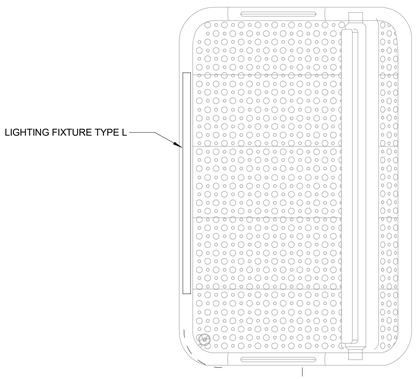
TO THE BEST OF MY KNOWLEDGE AND ABILITY THESE PLANS ARE COMPLETE AND COMPLY WITH THE APPLICABLE BUILDING CODES

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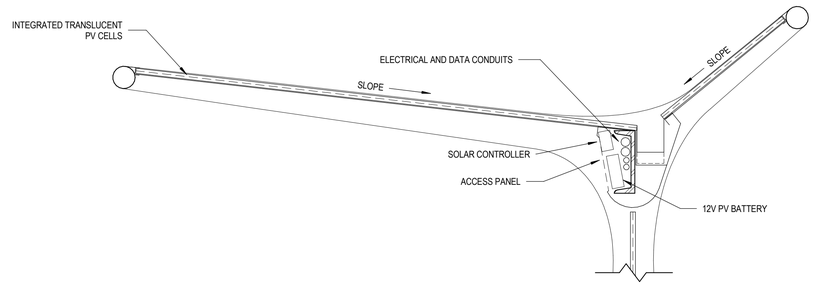

3 FLOOR PLAN
1/2" = 1'-0"




4 REFLECTED CEILING PLAN
1/2" = 1'-0"

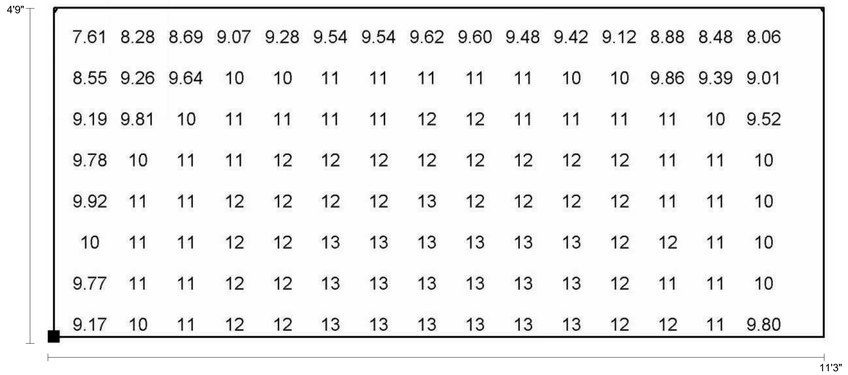
ELECTRICAL NOTE:

TO FACILITATE OPTIONAL FUTURE CONNECTION TO GRID, CONTRACTOR SHALL PROVIDE EMPTY 2" CONDUIT RUN FROM UTILITY POINT OF SERVICE TO TRAFFIC RATED PULL BOX (16" LENGTH MINIMUM) AT POINT OF FUTURE OPTIONAL SERVICE ENTERANCE EQUIPMENT WHICH SHALL BE LOCATED AS NEAR TO SHELTERS AS SITE SPECIFIC CONDITIONS PERMIT (MAXIMUM TOTAL RUN DISTANCE OF 206 FEET). CONTRACTOR SHALL PROVIDE 2" EMPTY CONDUIT, 18" MINIMUM BELOW GRADE AND TERMINATE AT JUNCTION BOX ON NEAR SIDE POST UP TO THE HORIZONTAL ENCLOSURE OF THE BUS STOP STRUCTURE.



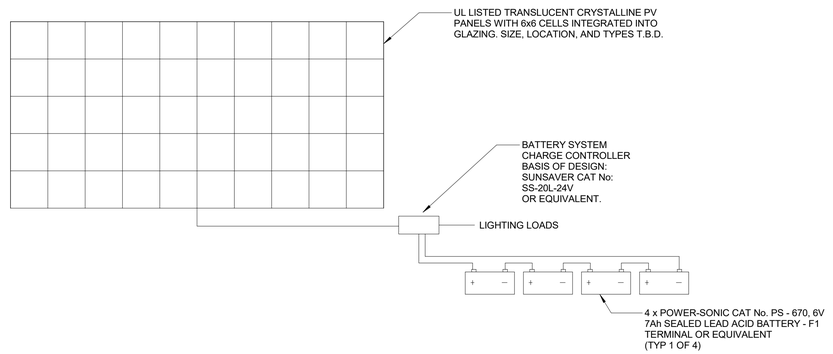

6 MINIMAL SHELTER SECTION VIEW 10' x 6.5'
1 1/2" = 1'-0"

| MINIMAL 10' x 6.5' and 10 x 3' | Watts | Hours | Watt hours | Ah@24V | DOD@80% |
|---|---|---|---|---|---|
| Lighting (24V) | 50 | 12 | 600 | 25 | 30 |
| TOTALS | 50 | ------ | 600 | 25 | 30 |




| PHOTOMETRIC CALCULATION SUMMARY (PER MODULE) | | | |
|---|---|---|---|
| AVERAGE (fc) | MINIMUM (fc) | MAX (fc) | MIN/MAX (fc) |
| 11 | 7.35 | 13 | .556 |

| LIGHT FIXTURE SCHEDULE | | | | | | | |
|---|---|---|---|---|---|---|---|
| TYPE | DESCRIPTION | MANUFACTURER | MODEL | VOLTAGE | TYPE | VA | COMMENTS |
| L | LINEAR EMBEDDED LED STRIP | ALDABRA | LIN 01 D30A1.0 LINEA 3000 OPAL (1.000) | 24V | LED | 13 | |




1 ELECTRICAL POWER RISER AND LOAD SUMMARY MINIMAL 1
3" = 1'-0"


TLC ENGINEERING FOR ARCHITECTURE
5757 Blue Lagoon Dr.
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COA 15 TLC NO: 616107

SUBMITTALS:

| PHASE | DATE |
|---|---|
| 100% CD's | 07.03.2019 |
| REVISED PERMIT SET | 07.22.2019 |

REVISIONS:

| NO. | DESCRIPTION | DATE |
|---|---|---|

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07/03/2019
DESIGN CONSULTANT

MIAMIBEACH

PININFARINA BUS SHELTERS

CITY OF MIAMI BEACH

MINIMAL 10' x 6.5' - FLOOR PLAN, REFLECTED CEILING PLAN - ELECTRICAL

SHEET TITLE


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ARCHITECT OF RECORD

17-012 G01
PROJECT NUMBER

E-101
SHEET NUMBER

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## Branch Panel: P

**Location:**
**Supply From:**
**Mounting:** Surface
**Enclosure:** TYPE 3R

**Volts:** 120/240 Single
**Phases:** 1
**Wires:** 3

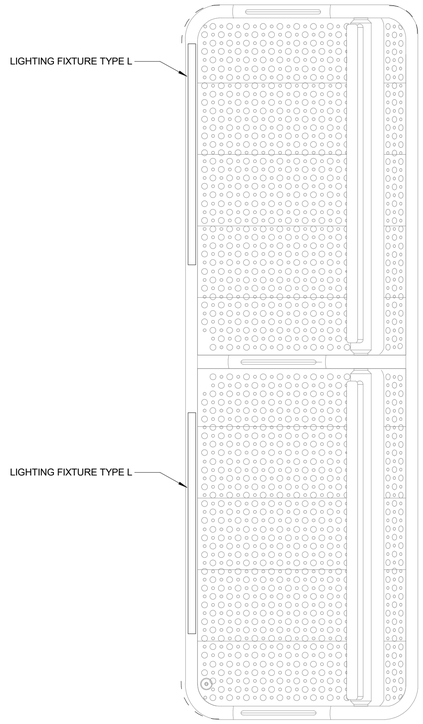
**A.I.C. Rating:** 22,000
**Mains Type:** MCB
**Mains Rating:** 150 A
**MCB Rating:** 60 A
**Neutral Rating:** 100.00%

**Notes:**

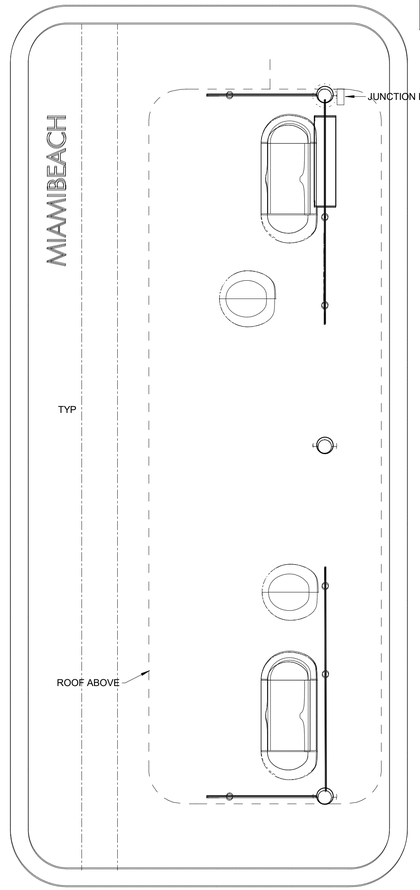
| CKT | Circuit Description | Note | Trip | Pole | A | | B | | Pole | Trip | Note | Circuit Description | CKT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | P.I.S., DIGITAL AD DISPLAY, LIGHTING LOADS | | 20 A | 2 | 1.2 kVA | 1.2 kVA | | | 1 | 20 A | | QUAD RECEPTACLE | 2 |
| 3 | | | | | | | 0.0 kVA | 0.0 kVA | -- | -- | -- | SPACE | 4 |
| 5 | SPACE | -- | -- | -- | 0.0 kVA | 0.0 kVA | | | -- | -- | -- | SPACE | 6 |
| 7 | SPACE | -- | -- | -- | | | 0.0 kVA | 0.0 kVA | -- | -- | -- | SPACE | 8 |
| | | | **Total Load:** | | 2.4 kVA | | 0.0 kVA | | | | | | |
| | | | **Total Amps:** | | 20 A | | 0 A | | | | | | |

| Load Classification | Connected Load | Demand Factor | Estimated Demand | Panel Totals | |
|---|---|---|---|---|---|
| | | | | | |
| | | | | **Total Conn. Load:** | 2.4 kVA |
| | | | | **Total Est. Demand:** | 2.40 kVA |
| | | | | **Total Conn. Current:** | 10 A |
| | | | | **Total Est. Demand Current:** | 10 A |
| | | | | | |
| | | | | | |

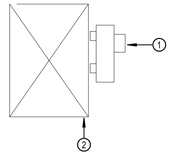
**Notes:**



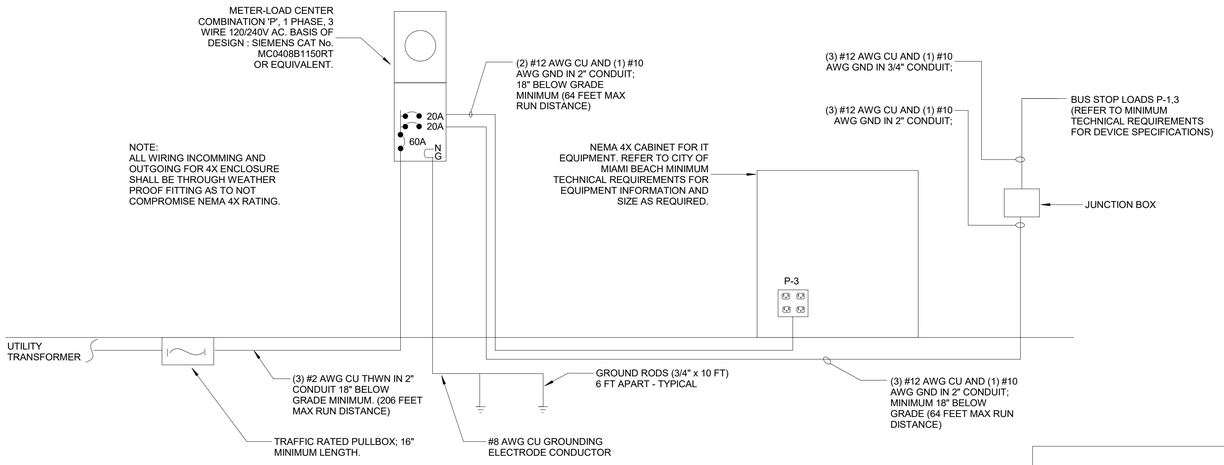

5 REFLECTED CEILING PLAN
1/2" = 1'-0"



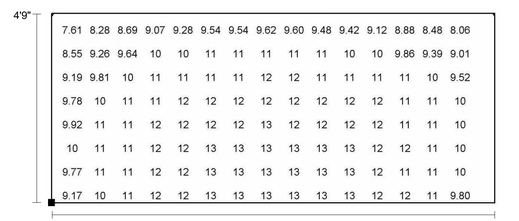

3 FLOOR PLAN
1/2" = 1'-0"



| KEY NOTES |
|---|
| (1) METER-LOAD CENTER COMBINATION 'P' (30" x 14" x 5.0"), SINGLE PHASE, 3 WIRE 120/240V AC. BASIS OF DESIGN : SIEMENS CAT No. MC0408B1150RT OR EQUIVALENT MOUNTED ON UNISTRUT. METER-LOAD CENTER SHALL BE FIELD LOCATED AS NEAR TO SHELTERS AS SITE SPECIFIC CONDITIONS PERMIT. |
| (2) NEMA 4X CABINET FOR COMMUNICATIONS EQUIPMENT. SIZE AS REQUIRED. IT CABINET SHALL BE FIELD LOCATED AS NEAR TO SHELTERS AS SITE SPECIFIC CONDITIONS PERMIT. COORDINATE EXACT LOCATIONS WITH CITY AND ARCHITECT / ENGINEER. |




1 ELECTRICAL POWER RISER AND LOAD SUMMARY EXTENDED 2
3" = 1'-0"




| PHOTOMETRIC CALCULATION SUMMARY (PER MODULE) | | | |
|---|---|---|---|
| AVERAGE (fc) | MINIMUM (fc) | MAX (fc) | MIN/MAX (fc) |
| 11 | 7.35 | 13 | .556 |

| LIGHT FIXTURE SCHEDULE | | | | | | | |
|---|---|---|---|---|---|---|---|
| TYPE | DESCRIPTION | MANUFACTURER | MODEL | VOLTAGE | TYPE | VA | COMMENTS |
| L | LINEAR EMBEDDED LED STRIP | ALDABRA | LIN 01 D30A1.0 LINEA 3000 OPAL (1.000) | 24V | LED | 13 | |


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COA 15 TLC NO: 616107

SUBMITTALS:

| PHASE | DATE |
|---|---|
| 100% CD's | 07.03.2019 |
| REVISED PERMIT SET | 07.22.2019 |

REVISIONS:

| NO. | DESCRIPTION | DATE |
|---|---|---|
| | | |

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ENHANCED 20' x 6.5' - FLOOR PLAN, REFLECTED CEILING PLAN - ELECTRICAL

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ARCHITECT OF RECORD

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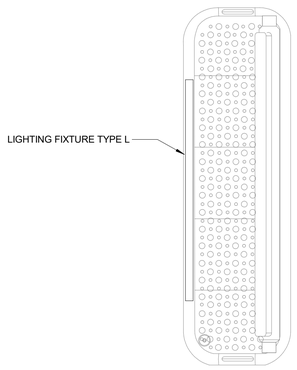
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SHEET NUMBER

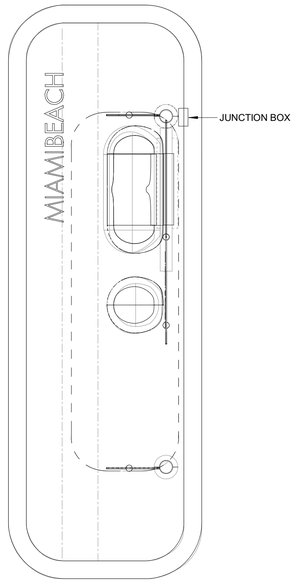
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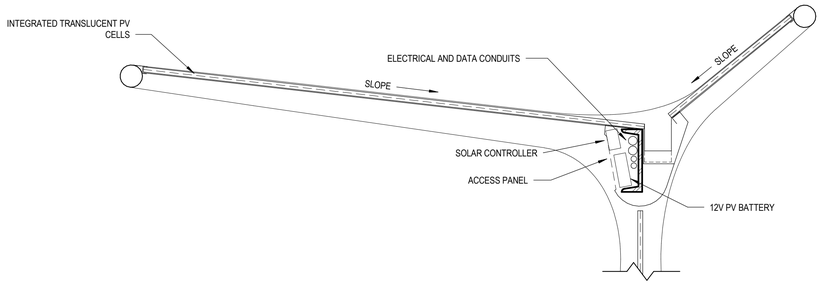
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## 3 REFLECTED CEILING PLAN
1/2" = 1'-0"

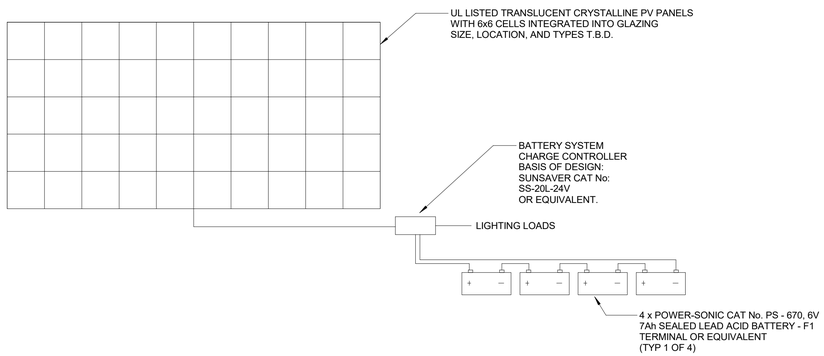



## 5 FLOOR PLAN
1/2" = 1'-0"




## 4 MINIMAL SHELTER SECTION VIEW 10' x 3'
1 1/2" = 1'-0"

| MINIMAL 10' x 6.5' and 10 x 3' | Watts | Hours | Watt hours | Ah@24V | DOD@80% |
|---|---|---|---|---|---|
| Lighting (24V) | 50 | 12 | 600 | 25 | 30 |
| TOTALS | 50 | ------ | 600 | 25 | 30 |




## 1 ELECTRICAL POWER RISER AND LOAD SUMMARY MINIMAL 2
3" = 1'-0"

4'9"

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 7.61 | 8.28 | 8.69 | 9.07 | 9.28 | 9.54 | 9.54 | 9.62 | 9.60 | 9.48 | 9.42 | 9.12 | 8.88 | 8.48 | 8.06 |
| 8.55 | 9.26 | 9.64 | 10 | 10 | 11 | 11 | 11 | 11 | 11 | 10 | 10 | 9.86 | 9.39 | 9.01 |
| 9.19 | 9.81 | 10 | 11 | 11 | 11 | 11 | 12 | 12 | 11 | 11 | 11 | 11 | 10 | 9.52 |
| 9.78 | 10 | 11 | 11 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 11 | 11 | 10 |
| 9.92 | 11 | 11 | 12 | 12 | 12 | 12 | 13 | 12 | 12 | 12 | 12 | 11 | 11 | 10 |
| 10 | 11 | 11 | 12 | 12 | 13 | 13 | 13 | 13 | 13 | 13 | 12 | 12 | 11 | 10 |
| 9.77 | 11 | 11 | 12 | 12 | 13 | 13 | 13 | 13 | 13 | 13 | 12 | 11 | 11 | 10 |
| 9.17 | 10 | 11 | 12 | 12 | 13 | 13 | 13 | 13 | 13 | 13 | 12 | 12 | 11 | 9.80 |

11'3"

| PHOTOMETRIC CALCULATION SUMMARY (PER MODULE) | | | |
|---|---|---|---|
| AVERAGE (fc) | MINIMUM (fc) | MAX (fc) | MIN/MAX (fc) |
| 11 | 7.35 | 13 | .556 |

| LIGHT FIXTURE SCHEDULE | | | | | | | |
|---|---|---|---|---|---|---|---|
| TYPE | DESCRIPTION | MANUFACTURER | MODEL | VOLTAGE | TYPE | VA | COMMENTS |
| L | LINEAR EMBEDDED LED STRIP | ALDABRA | LIN 01 D30A1.0 LINEA 3000 OPAL (1.000) | 24V | LED | 13 | |

ELECTRICAL NOTE:

TO FACILITATE OPTIONAL FUTURE CONNECTION TO GRID, CONTRACTOR SHALL PROVIDE EMPTY 2" CONDUIT RUN FROM UTILITY POINT OF SERVICE TO TRAFFIC RATED PULL BOX (16" LENGTH MINIMUM) AT POINT OF FUTURE OPTIONAL SERVICE ENTERANCE EQUIPMENT WHICH SHALL BE LOCATED AS NEAR TO SHELTERS AS SITE SPECIFIC CONDITIONS PERMIT (MAXIMUM TOTAL RUN DISTANCE OF 206 FEET). CONTRACTOR SHALL PROVIDE 2" EMPTY CONDUIT, 18" MINIMUM BELOW GRADE AND TERMINATE AT JUNCTION BOX ON NEAR SIDE POST UP TO THE HORIZONTAL ENCLOSURE OF THE BUS STOP STRUCTURE.


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Phone: 305-266-6553
Fax: 305-266-6695
www.tlc-engineers.com

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COA 15 TLC NO: 616107

SUBMITTALS:

| PHASE | DATE |
|---|---|
| 100% CD's | 07.03.2019 |
| REVISED PERMIT SET | 07.22.2019 |

REVISIONS:

| NO. | DESCRIPTION | DATE |
|---|---|---|

PROJECT TEAM
PROFESSIONAL IN CHARGE
MANUEL MOLLINEDO, PE
REGISTRATION NUMBER FL-63096
APPROVED BY TLC
DESIGNED BY TLC
DRAWN BY TLC
CHECKED BY TLC
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Florida License # 63096

07/03/2019
DESIGN CONSULTANT
MIAMIBEACH

PININFARINA BUS SHELTERS
CITY OF MIAMI BEACH

MINIMAL 10 x 3' - FLOOR PLAN, REFLECTED CEILING PLAN - ELECTRICAL

SHEET TITLE


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roofing · consulting
construction management
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ARCHITECT OF RECORD

17-012 G01
PROJECT NUMBER

E-103
SHEET NUMBER

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# Branch Panel: P

**Location:**
**Supply From:**
**Mounting:** Surface
**Enclosure:** TYPE 3R

**Volts:** 120/240 Single
**Phases:** 1
**Wires:** 3

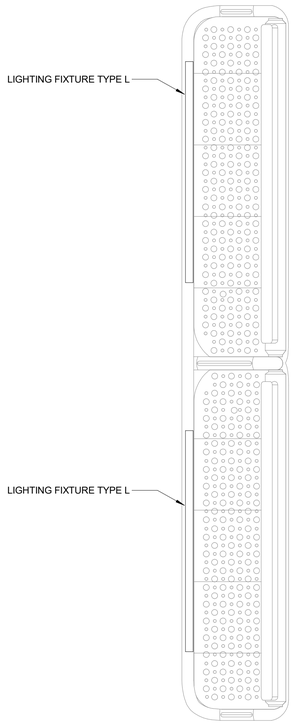
**A.I.C. Rating:** 22,000
**Mains Type:** MCB
**Mains Rating:** 150 A
**MCB Rating:** 60 A
**Neutral Rating:** 100.00%

**Notes:**

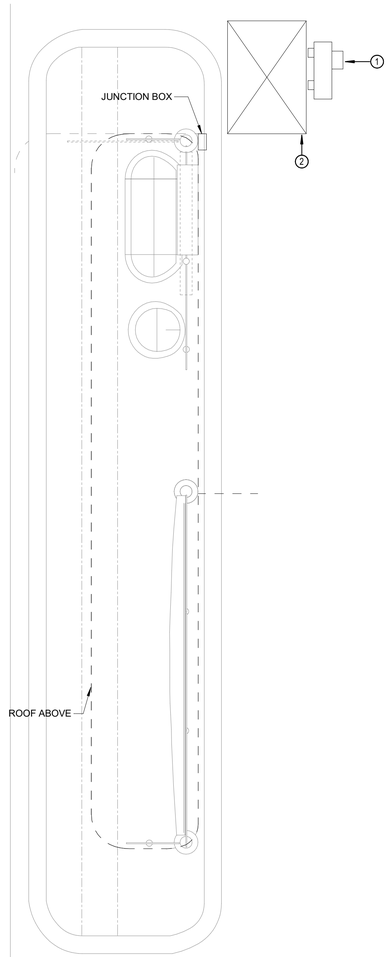
| CKT | Circuit Description | Note | Trip | Pole | A | B | Pole | Trip | Note | Circuit Description | CKT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | P.I.S., DIGITAL AD DISPLAY, LIGHTING LOADS | | 20 A | 2 | 1.2 kVA / 1.2 kVA | | 1 | 20 A | | QUAD RECEPTACLE | 2 |
| 3 | | | | | | 0.0 kVA / 0.0 kVA | -- | -- | -- | SPACE | 4 |
| 5 | SPACE | -- | -- | -- | 0.0 kVA / 0.0 kVA | | -- | -- | -- | SPACE | 6 |
| 7 | SPACE | -- | -- | -- | | 0.0 kVA / 0.0 kVA | -- | -- | -- | SPACE | 8 |
| | | | **Total Load:** | | 2.4 kVA | 0.0 kVA | | | | | |
| | | | **Total Amps:** | | 20 A | 0 A | | | | | |

| Load Classification | Connected Load | Demand Factor | Estimated Demand | Panel Totals | |
|---|---|---|---|---|---|
| | | | | | |
| | | | | **Total Conn. Load:** | 2.4 kVA |
| | | | | **Total Est. Demand:** | 2.40 kVA |
| | | | | **Total Conn. Current:** | 10 A |
| | | | | **Total Est. Demand Current:** | 10 A |

**Notes:**



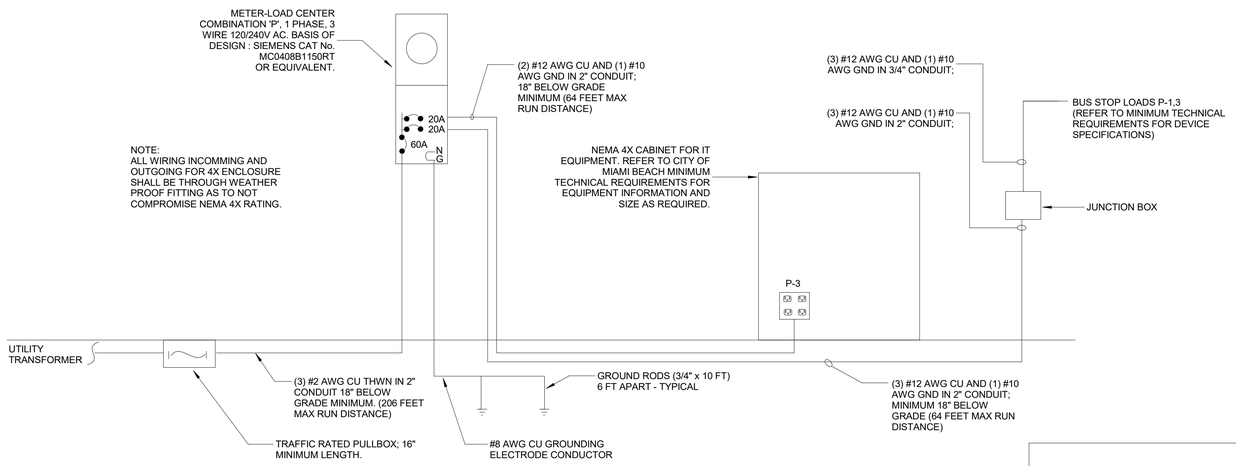

3 REFLECTED CEILING PLAN
1/2" = 1'-0"




5 FLOOR PLAN
1/2" = 1'-0"

KEY NOTES

1. METER-LOAD CENTER COMBINATION 'P' (30" x 14" x 5.0"), SINGLE PHASE, 3 WIRE 120/240V AC. BASIS OF DESIGN : SIEMENS CAT No. MC0408B1150RT OR EQUIVALENT MOUNTED ON UNISTRUT. METER-LOAD CENTER SHALL BE FIELD LOCATED AS NEAR TO SHELTERS AS SITE SPECIFIC CONDITIONS PERMIT. COORDINATE EXACT LOCATIONS WITH CITY AND ARCHITECT / ENGINEER.
2. NEMA 4X IT CABINET FOR COMMUNICATIONS EQUIPMENT. SIZE AS REQUIRED. IT CABINET SHALL BE FIELD LOCATED AS NEAR TO SHELTERS AS SITE SPECIFIC CONDITIONS PERMIT. COORDINATE EXACT LOCATIONS WITH CITY AND ARCHITECT / ENGINEER.




2 ELECTRICAL POWER RISER AND LOAD SUMMARY EXTENDED 1
3" = 1'-0"

4'9"

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 7.61 | 8.28 | 8.69 | 9.07 | 9.28 | 9.54 | 9.54 | 9.62 | 9.60 | 9.48 | 9.42 | 9.12 | 8.88 | 8.48 | 8.06 |
| 8.55 | 9.26 | 9.64 | 10 | 10 | 11 | 11 | 11 | 11 | 11 | 10 | 10 | 9.86 | 9.39 | 9.01 |
| 9.19 | 9.81 | 10 | 11 | 11 | 11 | 11 | 12 | 12 | 11 | 11 | 11 | 11 | 10 | 9.52 |
| 9.78 | 10 | 11 | 11 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 11 | 11 | 10 |
| 9.92 | 11 | 11 | 12 | 12 | 12 | 12 | 13 | 12 | 12 | 12 | 12 | 11 | 11 | 10 |
| 10 | 11 | 11 | 12 | 12 | 13 | 13 | 13 | 13 | 13 | 13 | 12 | 12 | 11 | 10 |
| 9.77 | 11 | 11 | 12 | 12 | 13 | 13 | 13 | 13 | 13 | 13 | 12 | 11 | 11 | 10 |
| 9.17 | 10 | 11 | 12 | 12 | 13 | 13 | 13 | 13 | 13 | 13 | 12 | 12 | 11 | 9.80 |

11'3"

| PHOTOMETRIC CALCULATION SUMMARY (PER MODULE) | | | |
|---|---|---|---|
| AVERAGE (fc) | MINIMUM (fc) | MAX (fc) | MIN/MAX (fc) |
| 11 | 7.35 | 13 | .556 |

LIGHT FIXTURE SCHEDULE

| TYPE | DESCRIPTION | MANUFACTURER | MODEL | VOLTAGE | TYPE | VA | COMMENTS |
|---|---|---|---|---|---|---|---|
| L | LINEAR EMBEDDED LED STRIP | ALDABRA | LIN 01 D30A1.0 LINEA 3000 OPAL (1.000) | 24V | LED | 13 | |


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COA 15 TLC NO: 616107

SUBMITTALS:

| PHASE | DATE |
|---|---|
| 100% CD's | 07.03.2019 |
| REVISED PERMIT SET | 07.22.2019 |

REVISIONS:

| NO. | DESCRIPTION | DATE |
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MANUEL MOLLINEDO, PE
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CHECKED BY TLC
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Florida License # 63096

07/03/2019
DESIGN CONSULTANT

MIAMIBEACH

PININFARINA BUS SHELTERS
CITY OF MIAMI BEACH

ENHANCED 20' x 3' - FLOOR PLAN, REFLECTED CEILING PLAN - ELECTRICAL

SHEET TITLE


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ARCHITECT OF RECORD

17-012 G01
PROJECT NUMBER

E-104
SHEET NUMBER

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MIAMIBEACH

*City of Miami Beach*

# MINIMUM TECHNICAL REQUIREMENTS

# for

# the Bus Shelters project in the City of Miami Beach

**RFP 2019-306-KB**

**July 2019**

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# 1 General

The City of Miami Beach (the City) intends to issue a Request for Proposal (RFP) to solicit competitive bids and proposals from contractors (the vendor) for the construction, operation, and maintenance of the City's Bus Shelters project (the Project).

The Project includes the installation of new bus shelters at identified project locations throughout the City of Miami Beach. The new Bus Shelters to be constructed will incorporate completely new shelters, replacing the previous facilities. The project will incorporate Closed Circuit Television (CCTV) cameras, passenger information system/estimated time of arrival signs, digital advertising display which may be interactive, audio speakers capable of producing sound output in accordance to ADA (American with Disabilities Act) Standards, and Content Management Software (CMS), at some of the shelters.

The Vendor shall establish and utilize a redundant cellular communications network to support all field devices and equipment installed for the bus shelters. The redundant cellular network shall utilize dual LTE air cards. The cost to establish, operate and maintain the communications network shall be included in the cost of the project. This cost shall include the vendor's ability to operate and maintain the systems and components described in this document at an uptime availability of 95%. The maximum response time to assess and diagnosis the cause of a failure to any systems and components is 6 hours. The maximum response time to restore functionality to any system or component that has failed is 24 hours, this includes failures that require device or component replacement.

## 1.1 Description of Work

This document provides a set of Minimum Technical Requirements for the construction, operation, and maintenance of the Project elements and is part of the Request for Proposal (RFP).

The proposed components include the construction, operations, and maintenance of the following:

**Systems**

- Closed Circuit Television (CCTV) Cameras
- Digital Advertisement Displays
- Passenger Information System/Estimated Time of Arrival Signs
- Outdoor Speakers
- Field cabinets
- Content Management Software (also compatible with existing bus components)

Components, devices and materials provided by the Vendor must be operated and maintained by the Vendor to allow for 95% uptime availability of these devices. The 95% uptime availability does not apply to the CCTV Camera, as this device will be operated and maintained by the City.

**Communications Infrastructure**

- Optional requirements, pending City approval: Additional field communications devices and routers must be provided and be able to support providing the public with unlimited, free WiFi access while in proximity of the bus shelters requiring this equipment. The City requires the ability to turn this feature off from a remote location, at their discretion. The Vendor shall be prepared to provide the WiFi services throughout the duration of the project. These services may be requested by the City to be included on the project at any stage of the project. These services will be the sole responsibility of the vendor to deploy, integrate, operate and maintain.

## 1.2 Additional General Requirements

Unless otherwise noted herein, the Vendor shall comply with all applicable requirements of Florida Department of Transportation's (FDOT) Standard Specifications for Road and Bridge Construction latest edition (here and after known as FDOT Standard Specifications).

The Vendor shall become familiar with the project design documents and utilize the Firm's expertise in the field of communications systems and modern bus shelter components to incorporate innovation in its project delivery while maintaining all requirements of the RFP.

The Vendor is responsible for delivering all systems, subsystems, devices, and ancillary components required to provide a complete project that fulfills the requirement of its contract. The vendor shall determine the exact location of these devices and components based on the proposed design elements. Any specific locations and provided quantities of the devices to meet the requirements must also meet the manufacturers' specifications for installation and functionality of all project devices and ancillary components. The City will provide specific information related to the quantities and locations of shelter type and the associated systems, devices, and components.

The Vendor shall ensure that all field devices and ancillary components comply with the City's design and Miami-Dade transit's existing systems and operational requirements. All proposed project components and devices must be 100% compatible with existing City of Miami Beach and/or Miami-Dade County Transit field devices, County bus components, proposed content management software, and operations. Validation for compatibility of project devices and components shall be performed by the Vendor. When installing devices and infrastructure, including but not limited to Digital displays, cabinets, poles, conduit, etc., the devices, all supporting infrastructure, and the routing and placement thereof shall be context sensitive in design with regard to the design, surrounding properties and urban form.

All subsystem devices and ancillary components shall possess the latest version of hardware and software (at the time of installation) and provide the City and/or Miami-Dade County Transit software updates at no additional cost when any software updates become available for the throughout the duration of the contract. Neither untried nor prototype units will be approved or accepted by the City. The Vendor shall not use reconditioned equipment. All subsystem devices and ancillary components shall be new Commercial Off-The-Shelf (COTS) products in current production.

The Vendor shall submit a list of all selected technologies/products, selection alternatives, reasons for selection, anticipated device locations, and mounting types to the City for review and approval. Approvals will be necessary for an initial typical section of each bus shelter type. Additional approval will be required at the discretion of the City.

The Vendor shall install the subsystem devices and ancillary components that are detailed in the City's approved final design plans and specifications including, but not limited to, all required structures.

The Vendor shall not install subsystem devices and ancillary components until the City has reviewed and approved the final device or component selection and associated specifications.

The Vendor is responsible for ensuring that the bus shelters are constructed to be compliant with all ADA Standards.

The Vendor shall ensure that all devices, systems, and components of the project must be manufactured, tested, certified, and registered through the Nationally Recognized Testing Laboratory (NRTL) Program.

The Vendor shall provide the City with access of up to two (2) users of the systems, components, and software used to fulfill the requirements of this project.

All devices and components installed in the field must have an Ingress Protection (IP) rating of 66.

### 1.3 Document Organization

This document summarizes the requirements unique to each project component in a section specifically devoted to the respective field device. For each project component, the following areas are discussed:

- Description
- Design Requirements
- Project Specific Requirements

# 2 CCTV Camera System

## 2.1 Description

CCTV cameras are anticipated at each enhanced bus shelter type and are incorporated into the bus shelter structure. Mainly used for security, these cameras provide City police and system operators with live streams of bus stop activity and traffic flow. Operations staff use these devices to monitor conditions for the proper coordination of resources. Proactive use of CCTV cameras will assist with enforcement productivity, dispatch response times, and performance measures by providing early detection, event verification, increased visual coverage and most importantly, rider safety. The City shall have the opportunity to include additional CCTV Cameras at bus shelter locations based on the proposed placement and coverage that the CCTV Cameras are specified to provide within the design documents.

## 2.2 Design Requirements

The new CCTV camera shall conform to the current specifications for video equipment and corresponding Design Standards associated with the project design. The Vendor shall furnish, construct, install, and integrate the Axis® P3225-LVE Mk II CCTV Camera system, or other vendors and/or models approved by the City, and Subsystem to provide the Miami Beach Police Department and transit operator with complete video coverage of the bus shelter locations. The installed system shall have the functionality to view the bus shelter and the provide coverage of the surrounding area through digital pan, tilt, and zoom (PTZ), position presets, and provide Wide-Dynamic Range (WDR) capabilities. The CCTV Camera Subsystems shall be compatible with the existing VMS (Milestone Video Management Software) in use by the City's Police Department.

The CCTV Camera must be installed including any necessary wiring between the camera and camera router/router cabinet by the bus shelter vendor.

The CCTV camera assembly shall be consistent with the design plans developed for the project. The Vendor shall furnish, install, integrate, and test CCTV cameras at locations as required to meet or exceed these MTR.

The Vendor shall construct, test, operate, and maintain a CCTV camera system that consists of cameras providing high-quality streaming video coverage. The Vendor shall ensure the CCTV camera views provide the Police Department with the ability to determine the nature of activity taking place at the bus stop, view bus arrivals and departures, and view roadway conditions in proximity to the bus shelter. Vendor shall

perform cleaning of camera lenses when deemed necessary by the City, as well as, during any maintenance activities. Other aspects of the maintenance of bus shelter CCTV Cameras will be performed by the City.

The Vendor will be responsible for any camera replacement that is required for full functionality of the camera and its components. Replacement of the camera, mounting equipment, and ancillary equipment is required to be assessed during any preventative, scheduled and emergency maintenance activities or as deemed necessary by the City. The Vendor is required to replace any camera that has been subject to damage from vandalism, natural disasters, and 3rd party damage. It is the responsibility of the vendor to recover funds for any third-party damage.

## 2.3 Project Specific Requirements

### 2.3.1 Camera Type

The Vendor shall use the Axis® P3225-LVE Mk II CCTV Camera system, and/or models approved by the City. The CCTV cameras shall have a built-in memory card slot that enables local storage of high-definition video, at least 1080 resolution with progressive scan (1080p). The Vendor is responsible for providing a memory card, installed at the time of the camera installation, for all cameras. The memory card must be a minimum of 128 gigabytes and be rated for high endurance and outdoor use.

### 2.3.2 CCTV Camera Wiring and Housing Type

CCTV camera housings shall be of the dome type and shall have a clear dome. The CCTV must be able to operate in outdoor conditions with a temperature range of -40º F to 122º F, humidity range of 10 to 100% relative humidity. The weight of the camera shall not exceed 2lbs, have a base diameter of less than 6” (inches), and a height of less than 4.5” (inches).

The camera shall be powered via the Ethernet (Power-Over-Ethernet) power source or may be powered directly via 12-24VDC or 24VAC.

### 2.3.3 Video

The CCTV camera shall support a minimum of H.264 encoding, have a resolution of up to 1920x1018, and support 25/30 frames per second (FPS) with WDR and 50/60 fps without WDR.

### 2.3.4 Camera Communications

Router for the camera: The City will purchase install, operate and maintain will install the router required to communicate with the CCTV camera. The Vendor for the bus shelters shall provide a separate cabinet for camera router, equipped with the necessary power requirements to operate it and any necessary wiring from the camera to the router. The Vendor shall not have access to this cabinet once the camera router is installed. The Vendor must establish a protocol for managing access to the camera communications equipment when necessary for the Vendor to fulfill the requirements of this contract.

# 3 Advertisement Displays

## 3.1 Description

The Vendor shall furnish, construct, install, integrate, operate and maintain both static advertisement displays and Digital Advertisement Displays (DAD) consisting of Outdoor LCD Displays within each of the enhanced bus shelter types of the project, at the minimum. The Vendor is required to ensure the proposed DAD is capable of fulfilling the design requirements of the bus shelter. Any proposed DAD are subject to approval by the City. Other bus shelters types, at selected locations mutually agreed between the Vendor and the City may also have DAD. The DAD shall be compatible with the proposed content management software platform. Based on direction provided by the City the DAD may be required to be interactive with a touchscreen (subject to City approval). Any proposed device must possess touchscreen capability. The use and inclusion of the touchscreen feature will be determined at the time of installation and will be at the discretion of the City. The DAD must be capable of having the interactive touchscreen display feature to be added at the time of installation or at a later date, if deemed necessary by the City.

The types of Advertisement Displays for this project are:

- Single Face – Free Standing Display (FSD) with a static advertisement display, illuminated for night applications
- Single Face – Free Standing Display (FSD) - typically 55” in size and mounted on ground level. The display is capable of displaying a full color LCD picture with a 16:9 aspect ratio, 3500 nits, with a Full HD Resolution (1920X1080)
- Single Face – Free Standing Display (FSD) - typically 75” in size and mounted on ground level. The display is capable of displaying a full color LCD picture with a 16:9 aspect ratio, 3500 nits, with a Full HD Resolution (1920X1080)
- Double Face – Free Standing Display (FSD) with a static advertisement displays, illuminated for night applications
- Double Face – Free Standing Display (FSD) - typically 55” in size and mounted on ground level. The display is capable of displaying a full color LCD picture with a 16:9 aspect ratio, 3500 nits, with a Full HD Resolution (1920X1080)
- Double Face – Free Standing Display (FSD) - typically 75” in size and mounted on ground level. The display is capable of displaying a full color LCD picture with a 16:9 aspect ratio, 3500 nits, with a Full HD Resolution (1920X1080) – **For the purposes of a cost estimate assume this type of display will be used.**

Any Double Face FSD must be capable of displaying a digital advertisement on one side and a static display, illuminated for night applications on the opposite side within the same unit.

The City of Miami Beach will provide a list of bus stop locations that will be reconstructed through this project. This list will include details specific to each type of bus shelter and the associated devices and components that are required for that location and /or bus shelter type. All installed devices shall be contextual to the surrounding properties and urban form.

## 3.2 Design Requirements

The Vendor shall furnish, install, integrate, test, operate, and maintain Digital Advertisement Displays at locations as required to meet or exceed these MTR. The Digital Advertisement Display shall conform to the

design documentation and latest edition of Specifications available. DMS locations shall be based on the design and installed per the latest edition of Specifications.

The Vendor shall adhere to the requirements herein and in other contract documents for the procurement, installation, integration, operation, maintenance, training, documentation, and warranty requirements for full color, LCD assembly, including requirements of the County Code for size, and installation of digital and interactive displays (defined as Kiosk Signs in the County Code). Each assembly shall include but not be limited to the sign case with all associated internal components, display controller, and network-manageable sign controller, communications devices, controller cabinet, cabling, connectors, conduits, electrical service, surge suppression, and hardware and software associated with a complete installation.

All new and replacement signs shall be integrated into the vendor-provided control software and have the ability to display messages remotely generated from the end user's computer, as well as, other predetermined locations. The sign shall comply with the additional requirements and specifications and the following special requirements.

## 3.3 Project Specific Requirements

### 3.3.1 Digital Advertisement Displays Type

The Digital Advertisement Displays furnished and installed shall be full color. The Vendor shall be responsible for determining the appropriate Digital Advertisement Displays type to be furnished and installed at each location. The Vendor shall only use one manufacturer and model of Digital Advertisement Displays, models may vary in size and functionality per location.

# 4 Passenger Information Display System

## 4.1 Description

At a minimum, The Passenger Information Display System must provide messages regarding the next available route, location destination, and estimated time of arrival based on bus location. Additionally, the signs must possess the ability to provide current time, date, bus stop location, anticipated arrival of next bus, bus route number, bus stop name and routes serviced at the stop location on a digital display board within the bus shelter. Additional information being displayed on the sign shall be made available for display at the discretion of the City. The Vendor shall furnish, install, integrate, test, operate, and maintain displays, providing proper and exact information, at each bus stop location. The Passenger Information Display System must be compliant with all ADA Standards. Chapter 703, of the ADA Standards defines requirement related to signs and Chapter 8 (Section 810) defines requirement related to Transportation Facilities.

## 4.2 Design Requirements

The Vendor shall furnish, construct, install, calibrate, test, operate, and maintain a digital display capable of providing required information on a device capable of functioning outdoors, in extreme heat and humidity. All Passenger Information Display System devices shall have a minimum operating temperature range of -4 degrees F to 158 degrees F and humidity range of 0 percent to 95 percent.

The Vendor shall furnish and install the displays at specific locations as required by the design to accommodate the MTR set forth herein.

## 4.3 Project Specific Requirements

### 4.3.1 Display Type

The display will be an ultra-wide LCD screen that is the appropriate dimensions to fit within the design.

### 4.3.2 Display Specifications

- 47.8” Resizing LCD
- Ultra-Wide screen (16:1.5)
- Resolution: 1920X178
- Aspect Ratio:16:1.5
- Contrast Ratio: 8000:1
- Brightness: 1600 nits
- Sunlight Readable – when considering glare and orientation of the shelter and Passenger Information Display System
- LED Backlight
- Slim Bezel
- Maximum Dimensions: 50”X6.1”X2.5”

### 4.3.3 Ancillary Components

The display must include the panel, driving board and control module.

#### 4.3.4 Power Supply

The Vendor shall ensure that the main power supply includes transient protection devices capable of powering 60 W for each sign.

#### 4.3.5 Software

The Passenger Information Display System must be compatible for use with the proposed Content Management Software that will be provided by the Vendor for the contract. The Passenger Information Display System must be capable of providing content to the proposed software responsible for generating the audible messages that read the message content aloud.

# 5 Outdoor Speaker

## 5.1 Description

The speaker must be hardened and suitable for outdoor, commercial applications and be capable of interfacing with the Content Management Software for text-to-speech functionality associated with ADA (Americans with Disabilities Act) requirements for public information infrastructure.

## 5.2 Design Requirements

The Vendor shall furnish and install the speaker(s) at locations as required to accommodate the MTR and design. The speaker shall conform to the latest specifications for use in the City. Device placement shall be based on the design and strictly adhere to manufacturer-established recommendations for optimal performance.

## 5.3 Project Specific Requirements

### 5.3.1 Speaker

#### 5.3.1.1 General

All equipment supplied shall be identical at each field installation location and shall be completely interchangeable.

#### 5.3.1.2 Electrical

The field equipment shall utilize dedicated power sources. When existing power sources are used, they shall be tested to see if the power supply can sufficiently meet the needs of any existing equipment with the addition of the speaker. Speaker shall operate in the range of 20 - 40 Watts.

#### 5.3.1.3 Cables and Connectors

Connectors shall be provided and installed that are compatible with the equipment provided.

#### 5.3.1.4 Physical Conditions

Field equipment shall be hardened for outdoor conditions and require minimal maintenance. Field equipment shall be placed within an enclosure so that it is easily accessible for maintenance purposes. All audio equipment shall have a minimum operating temperature range of -4 degrees F to 158 degrees F and humidity range of 0 percent to 95 percent. The maximum dimensions of the speaker shall be 6.00” x 5.00”

and a maximum weight of 4 lbs. Volume levels of the speaker and audible messages must be adjustable remotely from the Content Management Software.

# 6 Additional Device Cabinet

## 6.1 Description

All bus shelter devices and equipment must fit within the dimensions provided by the bus shelter design. The cabinet required to separately house the CCTV camera router must have dimensions no greater than 12”x12”X8” and shall be NEMA 4 rated. The location of the CCTV camera router and cabinet are subject to approval from the City. Additional devices and components that are not considered in the design or are being used for the CCTV camera router must be housed in a separate cabinet with the location, size, style and mounting is subject to approval from the City.

Turnover to the City of this cabinet will take place after an inspection by the City is requested from the Vendor and approved by City staff or their delegate.

# 7 Content Management Software

## 7.1 Description

The Vendor shall furnish, install, integrate, test, operate, and maintain the Content Management software for the Digital Advertisement Displays, Passenger Information Display, Outdoor Speakers, and ancillary equipment.

The software must be equipped with an enterprise-level Content Management System (CMS) software solution. In lieu of utilizing separate vendor-provided management/ configuration software packages, the Vendor must utilize an “umbrella” software package solution capable of managing all devices via one GUI (Graphical User Interface) platform. The Vendor shall furnish and install devices (i.e. Digital Advertisement Displays, Passenger Information Display, and Outdoor Speakers compatible with the software being used as defined in these MTR. The Vendor shall integrate and test new digital display signs, and communication devices with the equipment’s respective vendor-provided software. The Vendor shall furnish, install, and integrate all the equipment including the LAN and software licenses necessary for the operation of these devices from a location specified by the City using the respective vendor-provided software packages as well as the an “umbrella” software package solution capable of managing all devices via one GUI platform. The Vendor will operate and maintain the software.

## 7.2 Project Specific Requirements

### 7.2.1 Content Management Software Installation

#### 7.2.1.1 Servers

The Vendor shall furnish, install, integrate, test, operate, and maintain any server(s) required to operate the bus shelter devices managed or operated through the Content Management Software provided under this project. The new server(s) shall be installed on blade racks located in a designated telecommunications room with the proposed TMC.

#### 7.2.1.2 Device Protocol Compliance

For the devices being deployed that are to be communicated with, monitored and/or controlled via the software (location to be determined), the Vendor shall ensure that the protocol(s) used by these devices is compliant with the governing equipment and ITS protocols (e.g. ONVIF, NTCIP, etc.) stated in the specifications for that specific device. The Vendor shall coordinate with the City of Miami Beach and Miami-Dade County Transit, or its designated representative, as necessary in this regard.

#### 7.2.1.3 Network Infrastructure

The following sections describe the network infrastructure that must be installed by the Vendor before installation of the content management software configuration:

##### 7.2.1.3.1 Hardware

Due to the client/server nature of the device software, the Transmission Control Protocol/Internet Protocol (TCP/IP) shall be used to exchange data between applications and database servers. In the case of a web-based implementation of the vendor-provided software user interface, each workstation shall require TCP/IP access to the vendor-provided software application and database servers. The LAN cabling shall be provided by the Vendor to provide network connectivity from the workstations to the designated Miami-Dade County Transit telecommunications protocol. The Vendor shall assure as part of their work that TCP/IP connectivity exists between all vendor-provided software application server(s) and operator workstations equipped with the Content Management Software.

All proposed field devices shall be connected via TCP/IP and have network communication compatibility with the device application server(s).

It shall be the Vendor's responsibility to provide all necessary network hardware and cables to provide the required connectivity. Power service receptacles, modem/phone jacks, and Miami-Dade County Transit operations network data jacks shall be provided by the Vendor for the consoles. The Vendor shall communicate, collaborate, and coordinate via the City of Miami Beach Project Manager and Miami-Dade County Transit concerning the Content Management Software communications and power service requirements within the Miami-Dade County Transit operations facility so that all equipment furnished under this project is fully compliant with the power service provided within the facility for this purpose.

##### 7.2.1.3.2 Software

As the device software is configured, it will need access to various network servers that are available as part of the greater City of Miami Beach and/or Miami-Dade County Transit network. The Vendor shall make available the following network services and the associated parameters (e.g., host names, addresses, etc.) required for access during the device hardware and software configuration:

- Simple Mail Transfer Protocol (SMTP) Mail Server. As required, the vendor-provided device management/configuration software shall have access to the SMTP mail server to be able to send emails regarding major System events. The SMTP server connection shall be provided to the Vendor by the Miami-Dade County Transit.
- Domain Name System (DNS). As required, the vendor-provided device management/configuration software applications may utilize TCP/IP to exchange data and the applications can use either IP addresses or host names in their configuration files. Note that the use of DNS is preferred because using explicit IP addresses is less flexible than using hostnames. One of the device application servers shall be configured to provide DNS by the Vendor.

- Network Time Protocol (NTP). All Miami-Dade County Transit operations workstations shall be synchronized with a common time source. The time source shall be provided by the City of Miami Beach and/or Miami-Dade County Transit NTP server.

Regarding the configuration of the above mentioned services, the Vendor shall coordinate with the City of Miami Beach and/or Miami-Dade County Transit IT Department.

#### 7.2.1.4 Device Worksheets

The Vendor shall coordinate with City of Miami Beach and/or Miami-Dade County Transit, or its designated representative, to collect and provide the required information about each device that is to be interconnected with; communicated through; communicated with; monitored and/or controlled via the device and content management/configuration software. The exact information to be provided for the devices involved shall be obtained from City of Miami Beach and/or Miami-Dade County Transit or their designated representative. The City of Miami Beach and/or Miami-Dade County Transit shall approve the format and naming conventions used to ensure compatibility with existing devices in the City's device database.

### 7.2.2 Post Device Software Installation Services

The Vendor shall provide the services described below:

#### 7.2.2.1 Populate Device Database Tables and Configuration Files

The Vendor shall populate all device database tables and configuration files using the data collected in the device worksheets.

#### 7.2.2.2 Create Device Map Links

The Vendor shall create the device map link layer(s) for each of the respective devices (i.e. DMS, Passenger Information Display System, Advertisement Displays). The Vendor shall display all field devices. The City and Miami-Dade County Transit shall approve the format and naming conventions used to ensure compatibility with existing devices in the City and County Transit's device GIS map link layer.

### 7.2.3 Device Software Training

The Vendor shall coordinate with the City of Miami Beach and Miami-Dade County Transit to schedule the Device Software administrator and operator training. The Vendor must present a minimum of five (5) dates/times for the City and County staff to select an available time for training. Two (2) weeks notice must be given to the City and County staff of when the training will take place. The Vendor is responsible for coordinating the location and content of the training. At a minimum the content of the training must incorporate modules for the following aspects of the project:

- Digital Advertisement Displays
- Passenger Information System/Estimated Time of Arrival Signs
- Outdoor Speakers
- Content Management Software (also compatible with existing bus components)

**Total Stops: 284**
**Total number of shelters in the field: 103**

**Legend**

- Bus Shelter
- Building
- Bus/Trolley Stop
- Single Family Residential Areas

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N W E S

0 0.275 0.55 1.1 Miles

# Attachment B
# Existing Conditions
# July 2019

**Attachment B - A list of all existing bus stops and shelters in the City**

| # | Main Street | Cross Street | Direction | Shelter Size |
|---|---|---|---|---|
| 1 | Washington Avenue | 17 Street | SB | FULL |
| 2 | Lincoln Road | Washington Avenue | EB | FULL & HALF |
| 3 | Harding Avenue | 72 Street | SB | FULL |
| 4 | Lincoln Road | Washington Avenue | WB | |
| 5 | Indian Creek Dr | 41 Street | SB | |
| 6 | Indian Creek Dr | 43 Street | SB | FULL |
| 7 | Collins Avenue | 43 Street | NB | |
| 8 | Abbott Avenue | 69 Street | SB | FULL & HALF |
| 9 | Collins Avenue | 69 Street | NB | FULL |
| 10 | Washington Avenue | Lincoln Road | SB | FULL |
| 11 | Collins Avenue | 72 Street | NB | FULL |
| 12 | 17 Street | Washington Avenue | WB | FULL |
| 13 | Collins Avenue | 38 Street | NB | FULL |
| 14 | Collins Avenue | 17 Street | NB | |
| 15 | Indian Creek Dr | 29 Street | SB | |
| 16 | Washington Avenue | 9 Street | NB | |
| 17 | Collins Avenue | 17 Street | SB | |
| 18 | Collins Avenue | 22 Street | NB | FULL |
| 19 | Washington Avenue | 5 Street | NB | FULL |
| 20 | Alton Road | Lincoln Road | SB | FULL |
| 21 | 20 Street | Bay Rd | EB | FULL & HALF |
| 22 | Washington Avenue | 13 Street | SB | FULL |
| 23 | Washington Avenue | 5 Street | SB | FULL |
| 24 | Collins Avenue | 21 Street | SB | FULL |
| 25 | Washington Avenue | 9 Street | SB | FULL |
| 26 | Harding Avenue | 85 Street | SB | |
| 27 | Alton Road | 8 Street | SB | FULL |
| 28 | 5 Street | Lenox Avenue | WB | FULL |
| 29 | Harding Avenue | 81 Street | SB | |
| 30 | Washington Avenue | 13 Street | NB | |
| 31 | Collins Avenue | 67 Street | NB | |
| 32 | Collins Avenue | 85 Street | NB | FULL |
| 33 | 17 Street | Pennsylvania Avenue | EB | FULL |
| 34 | Harding Avenue | 75 Street | SB | FULL |
| 35 | Alton Road | 6 Street | NB | BUILDING |
| 36 | Collins Avenue | 24 Street | NB | FULL |
| 37 | Indian Creek Dr | 27 Street | SB | |
| 38 | Harding Avenue | 77 Street | SB | |
| 39 | 41 Street | Pine Tree Dr | EB | |
| 40 | Collins Avenue | 31 Street | NB | |
| 41 | Collins Avenue | 27 Street | NB | |
| 42 | 41 Street | Alton Road | WB | FULL |
| 43 | Alton Road | 6 Street | SB | |
| 44 | Alton Road | 19 Street | NB | |

| | | | | |
|---|---|---|---|---|
| 45 | Indian Creek Dr | 65 Street | SB | FULL |
| 46 | Alton Road | 10 Street | SB | FULL |
| 47 | Collins Avenue | 24 Street | SB | FULL |
| 48 | Normandy Dr | Rue Granville | WB | |
| 49 | Washington Avenue | 4 Street | NB | |
| 50 | Harding Avenue | 87 Street | SB | FULL |
| 51 | Mt. Sinai Hospital | Main Door | SB | BUILDING |
| 52 | Collins Avenue | 4747 | NB | FULL |
| 53 | Indian Creek Dr | 31 Street | SB | |
| 54 | Normandy Dr | Rue Versailles Dr | WB | FULL |
| 55 | Collins Avenue | 77 Street | NB | FULL |
| 56 | 71 Street | Biarritz Dr | EB | FULL |
| 57 | Alton Road | 15 Street | SB | |
| 58 | Indian Creek Dr | 63 Street | SB | |
| 59 | 23 Street | Liberty Avenue | EB | |
| 60 | 41 Street | Alton Road | EB | |
| 61 | Washington Avenue | 15 Street | SB | |
| 62 | 41 Street | Prairie Avenue | EB | FULL |
| 63 | Alton Road | 8 Street | NB | HALF |
| 64 | Washington Avenue | 8 Street | NB | |
| 65 | Sheridan Avenue | 41 Street | SB | |
| 66 | 71 Street | Rue Notre Dame | EB | |
| 67 | Alton Road | 2 Street | SB | DOUBLE |
| 68 | Washington Avenue | 2 Street | NB | |
| 69 | Collins Avenue | 76 Street | NB | FULL |
| 70 | 71 Street | Rue Versailles Dr | EB | FULL |
| 71 | 71 Street | Byron Avenue | WB | |
| 72 | 73 Street | Byron Avenue | EB | |
| 73 | Collins Avenue | 63 Street | NB | |
| 74 | 41 Street | Sheridan Avenue | WB | |
| 75 | Abbott Avenue | Indian Creek Dr | SB | FULL |
| 76 | Collins Avenue | 4700 BLK | SB | FULL |
| 77 | Washington Avenue | 12 Street | SB | FULL |
| 78 | Alton Road | 41 Street | NB | FULL |
| 79 | 17 Street | Convention Center Dr | WB | FULL |
| 80 | Collins Avenue | 81 Street | NB | FULL |
| 81 | 5 Street | Lenox Avenue | EB | FULL |
| 82 | 71 Street | Dickens Avenue | WB | FULL |
| 83 | Collins Avenue | 23 Street | SB | |
| 84 | 71 Street | Bonita Dr | WB | |
| 85 | Alton Road | 14 Street | SB | FULL |
| 86 | 17 Street | Meridian Avenue | WB | FULL |
| 87 | 41 Street | Sheridan Avenue | EB | |
| 88 | Collins Avenue | 5000 BLK | SB | |
| 89 | Mt. Sinai Hospital | Gumenick Bldg | WB | BUILDING |
| 90 | 20 Street | Liberty Avenue | EB | |
| 91 | Alton Road | 10 Street | NB | FULL |

| | | | | |
|---|---|---|---|---|
| 92 | Alton Road | 15 Street | NB | HALF |
| 93 | S Pointe Dr | Washington Avenue | EB | |
| 94 | Alton Road | 13 Street | SB | |
| 95 | Washington Avenue | S Pointe Dr | SB | |
| 96 | Normandy Dr | W Bay Drive | WB | FULL |
| 97 | Collins Avenue | 4441 | NB | |
| 98 | Washington Avenue | 11 Street | NB | |
| 99 | Alton Road | 16 Street | NB | FULL |
| 100 | Alton Road | 4 Street | SB | |
| 101 | Collins Avenue | 5660 | SB | |
| 102 | Washington Avenue | 7 Street | NB | FULL |
| 103 | 18 Street | Purdy Avenue | WB | |
| 104 | Collins Avenue | 18 Street | NB | |
| 105 | Collins Avenue | 5500 BLK | SB | |
| 106 | Collins Avenue | 18 Street | SB | FULL |
| 107 | Harding Avenue | 83 Street | SB | |
| 108 | Washington Avenue | 7 Street | SB | FULL |
| 109 | 17 Street | Lenox Avenue | EB | FULL |
| 110 | Collins Avenue | 65 Street | NB | FULL |
| 111 | Collins Avenue | 23 Street | NB | |
| 112 | 17 Street | Meridian Avenue | EB | BUILDING |
| 113 | Collins Avenue | 5333 | SB | OLD |
| 114 | Collins Avenue | 4900 BLK | SB | |
| 115 | Collins Avenue | 29 Street | NB | |
| 116 | Collins Avenue | 5200 BLK | SB | OLD |
| 117 | Alton Road | 4 Street | NB | |
| 118 | Collins Avenue | 20 Street | NB | |
| 119 | Washington Avenue | 1 Street | NB | |
| 120 | 41 Street | Prairie Avenue | WB | FULL |
| 121 | Collins Avenue | 41 Street | NB | |
| 122 | Collins Avenue | 5445 | NB | FULL |
| 123 | Collins Avenue | 5601 | NB | FULL |
| 124 | Indian Creek Dr | 44 Street | SB | FULL |
| 125 | Collins Avenue | 87 Street | NB | |
| 126 | Collins Avenue | 26 Street | NB | |
| 127 | 71 Street | Bay Dr | EB | FULL |
| 128 | Alton Road | 14 Street | NB | FULL |
| 129 | Alton Road | 39 Street | SB | |
| 130 | Hawthorne Avenue | Stillwater Dr | SB | |
| 131 | 17 Street | Meridian Avenue | WB | |
| 132 | 71 Street | Indian Creek Dr | EB | OLD |
| 133 | Collins Avenue | 4500 BLK | SB | FULL |
| 134 | Normandy Dr | Rue Notre Dame | WB | |
| 135 | Washington Avenue | 14 Street | SB | FULL |
| 136 | Alton Road | 11 Street | NB | FULL |
| 137 | Washington Avenue | 20 Street | NB | |
| 138 | Collins Avenue | 5875 | NB | FULL |

| | | | | |
|---|---|---|---|---|
| 139 | 85 Street | Hawthorne Avenue | WB | |
| 140 | Washington Avenue | 14 Street | NB | |
| 141 | Collins Avenue | 44 Street | NB | |
| 142 | Alton Road | 13 Street | NB | |
| 143 | 11 Street | Lenox Avenue | WB | |
| 144 | Purdy Avenue | 18 Street | NB | |
| 145 | Washington Avenue | 19 Street | SB | |
| 146 | Washington Avenue | 18 Street | SB | |
| 147 | Collins Avenue | 4925 | NB | OLD |
| 148 | 71 Street | Rue Granville | EB | |
| 149 | Meridian Avenue | Lincoln Road | NB | |
| 150 | 65 Street | Collins Avenue | EB | |
| 151 | Washington Avenue | 8 Street | SB | |
| 152 | Washington Avenue | 15 Street | NB | |
| 153 | 17 Street | Lenox Avenue | WB | |
| 154 | 77 Street | Tatum Waterway Dr | EB | |
| 155 | Collins Avenue | 6365 | NB | |
| 156 | Collins Avenue | 5101 | NB | OLD |
| 157 | Collins Avenue | 79 Street | NB | FULL |
| 158 | Collins Avenue | 5750 | SB | OLD |
| 159 | Hawthorne Avenue | 81 Street | SB | |
| 160 | 41 Street | Pine Tree Dr | WB | |
| 161 | Collins Avenue | 5005 | NB | |
| 162 | Indian Creek Dr | 37 Street | SB | |
| 163 | Washington Avenue | 1 Street | SB | |
| 164 | Collins Avenue | 35 Street | NB | FULL |
| 165 | 71 Street | Trouville Esplanade | EB | FULL |
| 166 | Normandy Dr | Trouville Esplanade | WB | FULL |
| 167 | 85 Street | Crespi Blvd | WB | |
| 168 | Alton Road | 2 Street | NB | FULL |
| 169 | Collins Avenue | 5400 | SB | |
| 170 | 19 Street | Alton Road | EB | |
| 171 | Mac Arthur Cswy | Bridge Road | WB | FULL |
| 172 | Pine Tree Drive | 41 Street | NB | |
| 173 | Washington Avenue | 16 Street | NB | |
| 174 | Collins Avenue | 4833 | NB | |
| 175 | Collins Avenue | 5313 | NB | |
| 176 | 17 Street | Michigan Avenue | WB | |
| 177 | Normandy Dr | Bay Rd | WB | |
| 178 | Meridian Avenue | 19 Street | NB | |
| 179 | 41 Street | Meridian Avenue | WB | |
| 180 | 41 Street | Meridian Avenue | EB | |
| 181 | Collins Avenue | 83 Street | NB | FULL |
| 182 | Dickens Avenue | 75 Street | SB | |
| 183 | 71 Street | Rue Bordeaux Dr | EB | |
| 184 | Washington Avenue | 4 Street | SB | |
| 185 | 77 Street | Hawthorne Avenue | EB | |

| | | | | |
|---|---|---|---|---|
| 186 | Collins Avenue | 4525 | NB | |
| 187 | Collins Avenue | 5555 | NB | |
| 188 | Collins Avenue | 5775 | NB | |
| 189 | 6 Street | Lenox Avenue | EB | |
| 190 | Washington Avenue | Lincoln Road | NB | |
| 191 | Harding Avenue | 79 Street | SB | |
| 192 | Indian Creek Dr | 33 Street | SB | |
| 193 | Washington Avenue | 2 Street | SB | |
| 194 | 5 Street | Meridian Avenue | WB | HALF |
| 195 | 16 Street | Michigan Avenue | WB | |
| 196 | West Avenue | 20 Street | SB | |
| 197 | Washington Avenue | 17 Street | NB | |
| 198 | Collins Avenue | 5225 | NB | |
| 199 | Collins Avenue | 33 Street | NB | |
| 200 | Mac Arthur Cswy | Fountain Street | WB | FULL |
| 201 | Indian Creek Dr | 35 Street | SB | |
| 202 | Washington Avenue | 18 Street | NB | FULL |
| 203 | Collins Avenue | 5800 | SB | |
| 204 | 5 Street | Michigan Avenue | WB | HALF |
| 205 | 11 Street | Jefferson Avenue | WB | |
| 206 | 17 Street | Jefferson Avenue | EB | |
| 207 | Venetian Way | E Island Avenue | EB | FULL |
| 208 | 73 Street | Harding Avenue | WB | |
| 209 | Dade Blvd | Convention Center Dr | EB | |
| 210 | Mac Arthur Cswy | Terminal Isle | EB | FULL |
| 211 | Normandy Dr | Rue Bordeaux Dr | WB | |
| 212 | 11 Street | Pennsylvania Avenue | WB | |
| 213 | Dade Blvd | Michigan Avenue | WB | |
| 214 | Washington Avenue | 21 Street | SB | FULL |
| 215 | 16 Street | Lenox Avenue | EB | |
| 216 | Alton Road | 39 Street | NB | |
| 217 | Mac Arthur Cswy | Bridge Road | EB | |
| 218 | 16 Street | Michigan Avenue | EB | |
| 219 | 16 Street | Jefferson Avenue | EB | |
| 220 | Alton Road | Delaware Avenue | NB | FULL |
| 221 | Mac Arthur Cswy | Fountain Street | EB | |
| 222 | Mac Arthur Cswy | Terminal Isle | WB | |
| 223 | 77 Street | Abbott Avenue | EB | |
| 224 | Meridian Avenue | Lincoln Road | SB | |
| 225 | Collins Avenue | 5401 | NB | |
| 226 | 85 Street | Byron Avenue | WB | |
| 227 | Alton Road | 51 Street | SB | |
| 228 | 77 Street | Carlyle Avenue | EB | FULL |
| 229 | Alton Road | W 44 Ct | NB | |
| 230 | Alton Road | 47 Street | NB | |
| 231 | Alton Road | 53 Street | SB | |
| 232 | Alton Road | 57 Street | NB | |

| | | | | |
|---|---|---|---|---|
| 233 | 63 Street | Allison Road | WB | |
| 234 | 77 Street | Collins Avenue | WB | |
| 235 | 16 Street | Jefferson Avenue | WB | |
| 236 | Collins Avenue | 4441 Entrance | SB | |
| 237 | 41 Street | Collins Avenue | EB | |
| 238 | Alton Road | 19 Street | SB | |
| 239 | Alton Road | N Michigan Avenue | NB | |
| 240 | Alton Road | 23 Street | NB | |
| 241 | Alton Road | 29 Street | NB | |
| 242 | Alton Road | Chase Avenue | NB | |
| 243 | Alton Road | 47 Street | SB | |
| 244 | Alton Road | 52 Street | NB | |
| 245 | Alton Road | 54 Street | NB | |
| 246 | Alton Road | 58 Street | NB | |
| 247 | Alton Road | 60 Street | NB | |
| 248 | Alton Road | 63 Street | SB | FULL |
| 249 | Alton Road | 57 Street | SB | |
| 250 | Alton Road | 58 Street | SB | |
| 251 | Alton Road | 56 Street | SB | |
| 252 | Alton Road | 52 Street | SB | |
| 253 | Alton Road | 44 Street | SB | |
| 254 | Alton Road | N Bay Road | SB | FULL |
| 255 | Alton Road | 41 Street | SB | |
| 256 | Alton Road | North Bay Rd (Chase Ave) | SB | |
| 257 | Alton Road | #2992 | SB | |
| 258 | Alton Road | 29 Street | SB | FULL |
| 259 | Alton Road | 23 Street | SB | |
| 260 | Hawthorne Avenue | 77 Street | NB | |
| 261 | Hawthorne Avenue | 79 Street | NB | |
| 262 | Hawthorne Avenue | 80 Street | NB | |
| 263 | Hawthorne Avenue | 82 Street | NB | |
| 264 | Hawthorne Avenue | 83 Street | NB | |
| 265 | 5 Street | Michigan Avenue | EB | HALF |
| 266 | 5 Street | Meridian Avenue | EB | HALF |
| 267 | Venetian Way | W Island Avenue | WB | |
| 268 | Venetian Way | E Rivo Alto Dr | WB | |
| 269 | Venetian Way | E Dilido Dr | WB | |
| 270 | Venetian Way | E San Marino Dr | WB | |
| 271 | Venetian Way | E San Marino Dr | EB | |
| 272 | Venetian Way | E Dilido Dr | EB | |
| 273 | Venetian Way | E Rivo Alto Dr | EB | |
| 274 | Venetian Way | W Island Avenue | EB | |
| 275 | Venetian Way | E Island Avenue | WB | FULL |
| 276 | 63 Street | Allison Road | EB | |
| 277 | 63 Street | Indian Creek Dr | EB | |
| 278 | 77 Street | Abbott Avenue | WB | |
| 279 | 77 Street | Carlyle Avenue | WB | |

| | | | |
|---|---|---|---|
| 280 | 77 Street | Dickens Avenue | WB |
| 281 | 77 Street | Tatum Waterway Dr | WB |
| 282 | 85 Street | Harding Avenue | EB |
| 283 | Alton Road | Sunset Drive | SB |
| 284 | 71 Street | Byron Avenue | EB |




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# Preliminary Map of Proposed Bus Shelter Locations and Shelter Types (Subject to Change)

**Attachment C - A list of proposed bus shelters in the City**

| # | Main Street | Cross Street | Direction | Preliminary Reccomendations |
|---|---|---|---|---|
| 1 | Washington Avenue | 17 Street | SB | Enhanced |
| 2 | Lincoln Road | Washington Avenue | EB | Enhanced |
| 3 | Harding Avenue | 72 Street | SB | Enhanced |
| 4 | Lincoln Road | Washington Avenue | WB | Enhanced |
| 5 | Indian Creek Dr | 41 Street | SB | Enhanced |
| 6 | Indian Creek Dr | 43 Street | SB | Enhanced |
| 7 | Collins Avenue | 43 Street | NB | Enhanced |
| 8 | Abbott Avenue | 69 Street | SB | Enhanced |
| 9 | Collins Avenue | 69 Street | NB | Enhanced |
| 10 | Washington Avenue | Lincoln Road | SB | Enhanced |
| 11 | Collins Avenue | 72 Street | NB | Enhanced |
| 12 | 17 Street | Washington Avenue | WB | Enhanced |
| 13 | Collins Avenue | 38 Street | NB | Enhanced |
| 14 | Collins Avenue | 17 Street | NB | Enhanced |
| 15 | Indian Creek Dr | 29 Street | SB | Enhanced |
| 16 | Washington Avenue | 9 Street | NB | Enhanced |
| 17 | Collins Avenue | 17 Street | SB | Enhanced |
| 18 | Collins Avenue | 22 Street | NB | Enhanced |
| 19 | Washington Avenue | 5 Street | NB | Enhanced |
| 20 | Alton Road | Lincoln Road | SB | Enhanced |
| 21 | 20 Street | Bay Rd | EB | Enhanced |
| 22 | Washington Avenue | 13 Street | SB | Enhanced |
| 23 | Washington Avenue | 5 Street | SB | Enhanced |
| 24 | Collins Avenue | 21 Street | SB | Enhanced |
| 25 | Washington Avenue | 9 Street | SB | Enhanced |
| 26 | Harding Avenue | 85 Street | SB | Standard |
| 27 | Alton Road | 8 Street | SB | Standard |
| 28 | 5 Street | Lenox Avenue | WB | Standard |
| 29 | Harding Avenue | 81 Street | SB | Standard |
| 30 | Washington Avenue | 13 Street | NB | Standard |
| 31 | Collins Avenue | 67 Street | NB | Standard |
| 32 | Collins Avenue | 85 Street | NB | Standard |
| 33 | 17 Street | Pennsylvania Avenue | EB | Standard |
| 34 | Harding Avenue | 75 Street | SB | Standard |
| 35 | Alton Road | 6 Street | NB | TBD |
| 36 | Collins Avenue | 24 Street | NB | Standard |
| 37 | Indian Creek Dr | 27 Street | SB | Standard |
| 38 | Harding Avenue | 77 Street | SB | Standard |
| 39 | 41 Street | Pine Tree Dr | EB | Standard |
| 40 | Collins Avenue | 31 Street | NB | Standard |
| 41 | Collins Avenue | 27 Street | NB | Standard |
| 42 | 41 Street | Alton Road | WB | Standard |
| 43 | Alton Road | 6 Street | SB | Standard |
| 44 | Alton Road | 19 Street | NB | Standard |

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|---|---|---|---|---|
| 45 | Indian Creek Dr | 65 Street | SB | Standard |
| 46 | Alton Road | 10 Street | SB | Standard |
| 47 | Collins Avenue | 24 Street | SB | Standard |
| 48 | Normandy Dr | Rue Granville | WB | Standard |
| 49 | Washington Avenue | 4 Street | NB | Standard |
| 50 | Harding Avenue | 87 Street | SB | Enhanced |
| 51 | Mt. Sinai Hospital | Main Door | SB | TBD |
| 52 | Collins Avenue | 4747 | NB | Standard |
| 53 | Indian Creek Dr | 31 Street | SB | Standard |
| 54 | Normandy Dr | Rue Versailles Dr | WB | Standard |
| 55 | Collins Avenue | 77 Street | NB | Standard |
| 56 | 71 Street | Biarritz Dr | EB | Standard |
| 57 | Alton Road | 15 Street | SB | Standard |
| 58 | Indian Creek Dr | 63 Street | SB | Standard |
| 59 | 23 Street | Liberty Avenue | EB | Standard |
| 60 | 41 Street | Alton Road | EB | Standard |
| 61 | Washington Avenue | 15 Street | SB | Standard |
| 62 | 41 Street | Prairie Avenue | EB | Standard |
| 63 | Alton Road | 8 Street | NB | Standard |
| 64 | Washington Avenue | 8 Street | NB | Standard |
| 65 | Sheridan Avenue | 41 Street | SB | Standard |
| 66 | 71 Street | Rue Notre Dame | EB | Standard |
| 67 | Alton Road | 2 Street | SB | Enhanced |
| 68 | Washington Avenue | 2 Street | NB | Standard |
| 69 | Collins Avenue | 76 Street | NB | Standard |
| 70 | 71 Street | Rue Versailles Dr | EB | Standard |
| 71 | 71 Street | Byron Avenue | WB | Standard |
| 72 | 73 Street | Byron Avenue | EB | Standard |
| 73 | Collins Avenue | 63 Street | NB | Standard |
| 74 | 41 Street | Sheridan Avenue | WB | Standard |
| 75 | Abbott Avenue | Indian Creek Dr | SB | Standard |
| 76 | Collins Avenue | 4700 BLK | SB | Standard |
| 77 | Washington Avenue | 12 Street | SB | Standard |
| 78 | Alton Road | 41 Street | NB | Standard |
| 79 | 17 Street | Convention Center Dr | WB | Standard |
| 80 | Collins Avenue | 81 Street | NB | Standard |
| 81 | 5 Street | Lenox Avenue | EB | Standard |
| 82 | 71 Street | Dickens Avenue | WB | Standard |
| 83 | Collins Avenue | 23 Street | SB | Standard |
| 84 | 71 Street | Bonita Dr | WB | Standard |
| 85 | Alton Road | 14 Street | SB | Standard |
| 86 | 17 Street | Meridian Avenue | WB | Standard |
| 87 | 41 Street | Sheridan Avenue | EB | Standard |
| 88 | Collins Avenue | 5000 BLK | SB | Standard |
| 89 | Mt. Sinai Hospital | Gumenick Bldg | WB | TBD |
| 90 | 20 Street | Liberty Avenue | EB | Standard |
| 91 | Alton Road | 10 Street | NB | Standard |

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|---|---|---|---|---|
| 92 | Alton Road | 15 Street | NB | Standard |
| 93 | S Pointe Dr | Washington Avenue | EB | Standard |
| 94 | Alton Road | 13 Street | SB | Standard |
| 95 | Washington Avenue | S Pointe Dr | SB | Standard |
| 96 | Normandy Dr | W Bay Drive | WB | Standard |
| 97 | Collins Avenue | 4441 | NB | Standard |
| 98 | Washington Avenue | 11 Street | NB | Standard |
| 99 | Alton Road | 16 Street | NB | Standard |
| 100 | Alton Road | 4 Street | SB | Standard |
| 101 | Collins Avenue | 5660 | SB | Standard |
| 102 | Washington Avenue | 7 Street | NB | Standard |
| 103 | 18 Street | Purdy Avenue | WB | Standard |
| 104 | Collins Avenue | 18 Street | NB | Standard |
| 105 | Collins Avenue | 5500 BLK | SB | Standard |
| 106 | Collins Avenue | 18 Street | SB | Standard |
| 107 | Harding Avenue | 83 Street | SB | Standard |
| 108 | Washington Avenue | 7 Street | SB | Standard |
| 109 | 17 Street | Lenox Avenue | EB | Standard |
| 110 | Collins Avenue | 65 Street | NB | Standard |
| 111 | Collins Avenue | 23 Street | NB | Standard |
| 112 | 17 Street | Meridian Avenue | EB | TBD |
| 113 | Collins Avenue | 5333 | SB | Standard |
| 114 | Collins Avenue | 4900 BLK | SB | Standard |
| 115 | Collins Avenue | 29 Street | NB | Standard |
| 116 | Collins Avenue | 5200 BLK | SB | Standard |
| 117 | Alton Road | 4 Street | NB | Standard |
| 118 | Collins Avenue | 20 Street | NB | Standard |
| 119 | Washington Avenue | 1 Street | NB | Standard |
| 120 | 41 Street | Prairie Avenue | WB | Standard |
| 121 | Collins Avenue | 41 Street | NB | Standard |
| 122 | Collins Avenue | 5445 | NB | Standard |
| 123 | Collins Avenue | 5601 | NB | Standard |
| 124 | Indian Creek Dr | 44 Street | SB | Standard |
| 125 | Collins Avenue | 87 Street | NB | Standard |
| 126 | Collins Avenue | 26 Street | NB | Standard |
| 127 | 71 Street | Bay Dr | EB | Standard |
| 128 | Alton Road | 14 Street | NB | Standard |
| 129 | Alton Road | 39 Street | SB | Standard |
| 130 | Hawthorne Avenue | Stillwater Dr | SB | Standard |
| 131 | 17 Street | Meridian Avenue | WB | Standard |
| 132 | 71 Street | Indian Creek Dr | EB | Standard |
| 133 | Collins Avenue | 4500 BLK | SB | Standard |
| 134 | Normandy Dr | Rue Notre Dame | WB | Standard |
| 135 | Washington Avenue | 14 Street | SB | Standard |
| 136 | Alton Road | 11 Street | NB | Standard |
| 137 | Washington Avenue | 20 Street | NB | Standard |
| 138 | Collins Avenue | 5875 | NB | Standard |

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|---|---|---|---|---|
| 139 | 85 Street | Hawthorne Avenue | WB | Standard |
| 140 | Washington Avenue | 14 Street | NB | Standard |
| 141 | Collins Avenue | 44 Street | NB | Standard |
| 142 | Alton Road | 13 Street | NB | Standard |
| 143 | 11 Street | Lenox Avenue | WB | Standard |
| 144 | Purdy Avenue | 18 Street | NB | Standard |
| 145 | Washington Avenue | 19 Street | SB | Standard |
| 146 | Washington Avenue | 18 Street | SB | Standard |
| 147 | Collins Avenue | 4925 | NB | Standard |
| 148 | 71 Street | Rue Granville | EB | Standard |
| 149 | Meridian Avenue | Lincoln Road | NB | Standard |
| 150 | 65 Street | Collins Avenue | EB | Standard |
| 151 | Washington Avenue | 8 Street | SB | Standard |
| 152 | Washington Avenue | 15 Street | NB | Standard |
| 153 | 17 Street | Lenox Avenue | WB | Standard |
| 154 | 77 Street | Tatum Waterway Dr | EB | Standard |
| 155 | Collins Avenue | 6365 | NB | Standard |
| 156 | Collins Avenue | 5101 | NB | Standard |
| 157 | Collins Avenue | 79 Street | NB | Standard |
| 158 | Collins Avenue | 5750 | SB | Standard |
| 159 | Hawthorne Avenue | 81 Street | SB | Standard |
| 160 | 41 Street | Pine Tree Dr | WB | Standard |
| 161 | Collins Avenue | 5005 | NB | Standard |
| 162 | Indian Creek Dr | 37 Street | SB | Standard |
| 163 | Washington Avenue | 1 Street | SB | Standard |
| 164 | Collins Avenue | 35 Street | NB | Standard |
| 165 | 71 Street | Trouville Esplanade | EB | Standard |
| 166 | Normandy Dr | Trouville Esplanade | WB | Standard |
| 167 | 85 Street | Crespi Blvd | WB | Standard |
| 168 | Alton Road | 2 Street | NB | Standard |
| 169 | Collins Avenue | 5400 | SB | Standard |
| 170 | 19 Street | Alton Road | EB | Standard |
| 171 | Mac Arthur Cswy | Bridge Road | WB | Standard |
| 172 | Pine Tree Drive | 41 Street | NB | Standard |
| 173 | Washington Avenue | 16 Street | NB | Standard |
| 174 | Collins Avenue | 4833 | NB | Standard |
| 175 | Collins Avenue | 5313 | NB | Standard |
| 176 | 17 Street | Michigan Avenue | WB | Standard |
| 177 | Normandy Dr | Bay Rd | WB | Standard |
| 178 | Meridian Avenue | 19 Street | NB | Standard |
| 179 | 41 Street | Meridian Avenue | WB | Standard |
| 180 | 41 Street | Meridian Avenue | EB | Standard |
| 181 | Collins Avenue | 83 Street | NB | Standard |
| 182 | Dickens Avenue | 75 Street | SB | Standard |
| 183 | 71 Street | Rue Bordeaux Dr | EB | Standard |
| 184 | Washington Avenue | 4 Street | SB | Standard |
| 185 | 77 Street | Hawthorne Avenue | EB | Standard |

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|---|---|---|---|---|
| 186 | Collins Avenue | 4525 | NB | Standard |
| 187 | Collins Avenue | 5555 | NB | Standard |
| 188 | Collins Avenue | 5775 | NB | Standard |
| 189 | 6 Street | Lenox Avenue | EB | Standard |
| 190 | Washington Avenue | Lincoln Road | NB | Standard |
| 191 | Harding Avenue | 79 Street | SB | Standard |
| 192 | Indian Creek Dr | 33 Street | SB | Standard |
| 193 | Washington Avenue | 2 Street | SB | Standard |
| 194 | 5 Street | Meridian Avenue | WB | Standard |
| 195 | 16 Street | Michigan Avenue | WB | Standard |
| 196 | West Avenue | 20 Street | SB | Standard |
| 197 | Washington Avenue | 17 Street | NB | Standard |
| 198 | Collins Avenue | 5225 | NB | Standard |
| 199 | Collins Avenue | 33 Street | NB | Standard |
| 200 | Mac Arthur Cswy | Fountain Street | WB | Standard |
| 201 | Indian Creek Dr | 35 Street | SB | Standard |
| 202 | Washington Avenue | 18 Street | NB | Standard |
| 203 | Collins Avenue | 5800 | SB | Standard |
| 204 | 5 Street | Michigan Avenue | WB | Standard |
| 205 | 11 Street | Jefferson Avenue | WB | Standard |
| 206 | 17 Street | Jefferson Avenue | EB | Standard |
| 207 | Venetian Way | E Island Avenue | EB | Standard |
| 208 | 73 Street | Harding Avenue | WB | Standard |
| 209 | Dade Blvd | Convention Center Dr | EB | Standard |
| 210 | Mac Arthur Cswy | Terminal Isle | EB | Standard |
| 211 | Normandy Dr | Rue Bordeaux Dr | WB | Standard |
| 212 | 11 Street | Pennsylvania Avenue | WB | Standard |
| 213 | Dade Blvd | Michigan Avenue | WB | Standard |
| 214 | Washington Avenue | 21 Street | SB | Standard |
| 215 | 16 Street | Lenox Avenue | EB | Standard |
| 216 | Alton Road | 39 Street | NB | Standard |
| 217 | Mac Arthur Cswy | Bridge Road | EB | Standard |
| 218 | 16 Street | Michigan Avenue | EB | Standard |
| 219 | 16 Street | Jefferson Avenue | EB | Standard |
| 220 | Alton Road | Delaware Avenue | NB | Minimal |
| 221 | Mac Arthur Cswy | Fountain Street | EB | Standard |
| 222 | Mac Arthur Cswy | Terminal Isle | WB | Standard |
| 223 | 77 Street | Abbott Avenue | EB | Standard |
| 224 | Meridian Avenue | Lincoln Road | SB | Standard |
| 225 | Collins Avenue | 5401 | NB | Standard |
| 226 | 85 Street | Byron Avenue | WB | Standard |
| 227 | Alton Road | 51 Street | SB | Minimal |
| 228 | 77 Street | Carlyle Avenue | EB | Standard |
| 229 | Alton Road | W 44 Ct | NB | Minimal |
| 230 | Alton Road | 47 Street | NB | Minimal |
| 231 | Alton Road | 53 Street | SB | Minimal |
| 232 | Alton Road | 57 Street | NB | Minimal |

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|---|---|---|---|---|
| 233 | 63 Street | Allison Road | WB | Minimal |
| 234 | 77 Street | Collins Avenue | WB | Standard |
| 235 | 16 Street | Jefferson Avenue | WB | Standard |
| 236 | Collins Avenue | 4441 Entrance | SB | Standard |
| 237 | 41 Street | Collins Avenue | EB | Standard |
| 238 | Alton Road | 19 Street | SB | Standard |
| 239 | Alton Road | N Michigan Avenue | NB | Minimal |
| 240 | Alton Road | 23 Street | NB | Minimal |
| 241 | Alton Road | 29 Street | NB | Minimal |
| 242 | Alton Road | Chase Avenue | NB | Minimal |
| 243 | Alton Road | 47 Street | SB | Minimal |
| 244 | Alton Road | 52 Street | NB | Minimal |
| 245 | Alton Road | 54 Street | NB | Minimal |
| 246 | Alton Road | 58 Street | NB | Minimal |
| 247 | Alton Road | 60 Street | NB | Minimal |
| 248 | Alton Road | 63 Street | SB | Minimal |
| 249 | Alton Road | 57 Street | SB | Minimal |
| 250 | Alton Road | 58 Street | SB | Minimal |
| 251 | Alton Road | 56 Street | SB | Minimal |
| 252 | Alton Road | 52 Street | SB | Minimal |
| 253 | Alton Road | 44 Street | SB | Minimal |
| 254 | Alton Road | N Bay Road | SB | Minimal |
| 255 | Alton Road | 41 Street | SB | Minimal |
| 256 | Alton Road | North Bay Rd (Chase Ave) | SB | Minimal |
| 257 | Alton Road | #2992 | SB | Minimal |
| 258 | Alton Road | 29 Street | SB | Minimal |
| 259 | Alton Road | 23 Street | SB | Minimal |
| 260 | Hawthorne Avenue | 77 Street | NB | Standard |
| 261 | Hawthorne Avenue | 79 Street | NB | Standard |
| 262 | Hawthorne Avenue | 80 Street | NB | Standard |
| 263 | Hawthorne Avenue | 82 Street | NB | Standard |
| 264 | Hawthorne Avenue | 83 Street | NB | Standard |
| 265 | 5 Street | Michigan Avenue | EB | Standard |
| 266 | 5 Street | Meridian Avenue | EB | Standard |
| 267 | Venetian Way | W Island Avenue | WB | Minimal |
| 268 | Venetian Way | E Rivo Alto Dr | WB | Minimal |
| 269 | Venetian Way | E Dilido Dr | WB | Minimal |
| 270 | Venetian Way | E San Marino Dr | WB | Minimal |
| 271 | Venetian Way | E San Marino Dr | EB | Minimal |
| 272 | Venetian Way | E Dilido Dr | EB | Minimal |
| 273 | Venetian Way | E Rivo Alto Dr | EB | Minimal |
| 274 | Venetian Way | W Island Avenue | EB | Minimal |
| 275 | Venetian Way | E Island Avenue | WB | Standard |
| 276 | 63 Street | Allison Road | EB | Minimal |
| 277 | 63 Street | Indian Creek Dr | EB | Minimal |
| 278 | 77 Street | Abbott Avenue | WB | Standard |
| 279 | 77 Street | Carlyle Avenue | WB | Standard |

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|---|---|---|---|---|
| 280 | 77 Street | Dickens Avenue | WB | Standard |
| 281 | 77 Street | Tatum Waterway Dr | WB | Standard |
| 282 | 85 Street | Harding Avenue | EB | Standard |
| 283 | Alton Road | Sunset Drive | SB | Standard |
| 284 | 71 Street | Byron Avenue | EB | Standard |

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Commissioner Mark Samuelian
DATE: July 31, 2019

SUBJECT: REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE TO EXPLORE INCREASED FUNDING FOR HOUSING FOR THE MOST VULNERABLE WHO ARE HOMELESS OR LIKELY TO BECOME HOMELESS.

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**ANALYSIS**

The LTC (attached) reporting on the July 18, 2019 Miami Beach Committee on the Homeless meeting included the following statement:

"Our MBPD has specifically identified that they need more treatment beds for their groundbreaking and successful Marchman program getting treatment for our chronic population that have addiction issues."

The Committee on the Homeless unanimously passed the motion below:

The Committee on the Homeless supports an allocation of development fees to assist in housing for the most vulnerable people, described above, who are homeless or likely to become homeless, that will benefit from housing assistance and an allocation to a fund for MBPD and Homeless Outreach to draw from specifically for treatment beds, as needed to get people off the streets.

**Legislative Tracking**

Commissioner Mark Samuelian

**ATTACHMENTS:**

**Description**

- July 18 Committee on the Homeless Motion

405-2019

MIAMIBEACH

OFFICE OF THE CITY MANAGER

NO. LTC #

LETTER TO COMMISSION

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 18, 2019

SUBJECT: Motion by the Committee on the Homeless

This Letter to Commission transmits a motion made by the Committee on the Homeless at its July 9th meeting.

Affordable housing is a community wide need that will benefit many, including work force employees, seniors, and vulnerable residents. Some sectors of our homeless population will be positively impacted as well and have direct need. It would be beneficial to the community for directed funding for this issue. Seniors, families, victims of domestic violence, veterans, LGBTQ and transgender young adults, and young adults just out of foster care, are especially vulnerable and can escape homelessness with affordable housing assistance. Another large component, that is not housing, but a step towards being healthy for housing, is treatment beds, which are in short supply. Our MBPD has specifically identified that they need more treatment beds for their groundbreaking and successful Marchman program getting treatment for our chronic population that have addiction issues.

The following motion was made by Ms. Lori Bakkum, seconded Ms. Debby Schwartz and approved unanimously by the Committee on the Homeless.

**The Committee on the Homeless supports an allocation of development fees to assist in housing for the most vulnerable people, described above, who are homeless or likely to become homeless, that will benefit from housing assistance and an allocation to a fund for MBPD and Homeless Outreach to draw from specifically for treatment beds, as needed to get people off the streets.**

The Committee on the Homeless is comprised of the following members:

- Ms. Valerie Navarrete, Chair
- Ms. Lori Bakkum
- Mr. Darren Cefalu
- Ms. Marcella Paz-Cohen
- Ms. Charoltte Tomic
- Ms. Helen Swartz
- Ms. Debby Schwartz
- Mr. Mitchell Krous
- Mr. Cliff Friedman (absent)

JLM/SMT/MLR

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Commissioner Mark Samuelian
DATE: July 31, 2019

SUBJECT: REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE AND THE BUDGET ADVISORY COMMITTEE TO EXPLORE IMPROVING CITY CAPITAL ASSET CONDITIONS (E.G., STREETS, SIDEWALKS, BUILDINGS) BY INCREASING ANNUAL FUNDING FOR PAY-AS-YOU-GO (PAYGO) FUND.

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**ANALYSIS**

Overall the City has a solid financial position as evidenced by S&P and Moody's strong credit ratings on the City's 2019 general obligation bond (AA+ for S&P, Aa2 for Moody's). The City operates with a balanced budget and has funds necessary for ongoing operations (e.g., City General Fund).

Capital spending is more challenging. In November 2018, the voters of Miami Beach supported $439 million for new capital spending which is extremely helpful. However, the City does not sufficiently contribute annually to its Pay-As-You-Go (PAYGO) fund to address ongoing capital renewal and replacement (e.g., streets, sidewalks, buildings, etc.). The purpose of this dual referral is to identify ways to address this challenge. Led by the City Administration, the following opportunities including illustrative examples should be explored to increase annual PAYGO funding:

- Dedicated Revenue Streams (e.g., Convention Center Hotel above the guaranteed minimum rent, Potential Convention Center Sponsorship, Potential Byron Carlyle Redevelopment etc.)
- Savings from Efficiencies in the operating budget (e.g., reductions in Commission generated event sponsorships, other efficiencies identified during annual budgeting process, etc.)
- Transfer of end of year Unspent Fund Balances after prudent reserve allocations
- Multi-year financial planning (e.g., five-year financial forecasts and a five-year capital plan)

The collaborative work of the Administration, Commission, and BAC may also be supplemented by the Office of Inspector General anticipated to be in place during calendar 2019.

**Legislative Tracking**

Commissioner Mark Samuelian

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: REFERRAL TO THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE OF THE FIVE (5) MOTIONS FROM THE MAYOR'S 41ST STREET BLUE RIBBON COMMITTEE MADE ON MAY 15, 2019.

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**ANALYSIS**

Referral to the September 25, 2019 Neighborhood/Community Affairs Committee (NCAC) to consider the following unanimous motions made by the Mayor's Blue Ribbon 41st Street Committee at their May 15, 2019 meeting (LTC 323-2019):

1) MOTION: To defer the stage II of the Alta Gehl Study.

2) MOTION: To defer the RFP for the development of the City-owned parking within 41st Corridor.

3) MOTION: To start with a temporary Street Farmer's/Produce and Artisanal market program, through special events.

4) MOTION: To follow up with landscape lighting proposal along 41st Street to allow the potential lighting companies to demonstrate their products as part of the review before a contract is awarded.

5) MOTION: To have a representative from the Blue-Ribbon committee participate on the RFP selection committee and provide guidance on how the bid should be formatted and presented for the lighting signage on the Julia Tuttle bridge.
LTC of motions made is attached.

**Legislative Tracking**
Economic Development

**Sponsor**
Commissioner Mark Samuelian

**ATTACHMENTS:**

**Description**

- 41st Street LTC

MIAMIBEACH

OFFICE OF THE CITY MANAGER

NO. LTC # 323-2019

LETTER TO COMMISSION

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 4, 2019

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

The purpose of this Letter to Commission (LTC) is to inform the Commission on the status of four motions that were recommended at the March 14, 2019 Mayor's 41st Street Blue Ribbon Committee (Blue-Ribbon) meeting that was subsequently sponsored by Commissioner Samuelian and referred to the Finance and Citywide Projects Committee (FCWPC) at the April 10, 2019 by the Commission. The four referred motions were withdrawn at the May 15th Blue Ribbon meeting as stated below:

1. To contract with Alta/Gehl to start Phase II of the 41st Street Urban Design Vision Plan (Vision Plan).
2. To recommend the City issue a request for proposals (RFP's") for City owned parking lots within the 41st Street corridor.
3. To recommend the City issue a request for proposals for a 41st Street Farmer's/Produce and Artisanal market.
4. To request to extend the Committee tenure for one year and to request to meet monthly or as needed. The extension request was approved by Mayor's office.

Five (5) subsequent motions were passed at the May 15, 2019 Blue-Ribbon meeting as follows:

Members present: Seth Gadinsky (Chair), Betty Behar, Michael Burnstine, Francisco Diez-Rivas, Jerri Hertzberg Bassuk, Robin Jacobs (Vice Chair), Yechiel Ciment, Eric Hankins, Jeremy Wachtel, Marcella Novela.

Members absent: None

1) **MOTION:** To defer the stage II of the Alta Gehl Study.
*Motion entertained by: Seth Gadinsky (Chair)*
*Motion made by:* Yechiel Ciment
*Motion seconded by: Jerri Hertzberg Bassuk*

2) **MOTION:** To defer the RFP for the development of the City-owned parking within the 41st Corridor.

Motions 1 & 2 were driven by the Blue Ribbon's desire to examine 40th, 41st, and 42nd street as a complete 41st Street district-wide corridor plan. They would like to apply the vision, plan, Alta/Gehl produced across the 41st Street district corridor as a basis for creating a district-wide master plan that may include zoning and land-use changes.

3) **MOTION:** To start with a temporary Street Farmer's/Produce and Artisanal market program, through special events.
*Motion entertained by: Seth Gadinsky (Chair)*
*Motion made by:* Yechiel Ciment
*Motion seconded by:* Jeremy Wachtel

In order to activate the surrounding residential neighborhood, the Blue-Ribbon committee originally requested an RFP for the 42nd/Royal Palm Ave parking lot be activated as a farmer's market. Economic Development concurs with the use and recommends pursuing a pilot program in 2019 to determine the feasibility of an artisanal or farmers market concept. The Committee agreed; hence making the new motion.

4) **MOTION:** To follow up with landscape lighting proposal along 41st Street to allow the potential lighting companies to demonstrate their products as part of the review before a contract is awarded.
*Motion entertained by: Seth Gadinsky (Chair)*
*Motion made by:* Yechiel Ciment
*Motion seconded by: Robin Jacobs*

The Blue-Ribbon committee requested staff to seek lighting companies for a pilot lighting activation to assess potential options on the 41st street corridor.

5) **MOTION:** To have a representative from the Blue-Ribbon committee participate on the RFP selection committee and provide guidance on how the bid should be formatted and presented for the lighting signage on the Julia Tuttle bridge.
*Motion entertained by: Seth Gadinsky (Chair)*
*Motion made by:* Yechiel Ciment
*Motion seconded by: Jerri Hertzberg Bassuk*

Cc: Adrian Morales, Property Management Director
Tom Mooney, Planning Director

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: REFERRAL TO THE SUSTAINABILITY AND RESILIENCY COMMITTEE - DISCUSSION PERTAINING TO AMENDMENTS TO THE CITY CODE REGARDING POTENTIAL REQUIREMENTS FOR HIGHER ELEVATION FOR NEW COMMERCIAL CONSTRUCTION THAT IS VULNERABLE TO FLOODING.

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## RECOMMENDATION

The administration recommends that the City Commission refer the item to the Sustainability and Resiliency Committee for discussion and recommendation.

## ANALYSIS

Under the current city code, the first level of new construction containing non-residential floors is not required to meet the minimum flood elevation requirement of base flood elevation plus minimum freeboard (BFE +1'). In order for commercial floors to be located below this minimum threshold of BFE +1', the property owner must provide a flood panel system along the entire perimeter of the building containing storefront glass and door openings.

While such a system may work in concept, in reality, installing such a system with relatively short notice, is challenging at best. The city code was amended in 2015 to require that new commercial construction provide adequate interior floor to ceiling height to accommodate the future raising of adjacent streets and sidewalks. While this will allow for the interiors of floors of new buildings to be raised at some point in the future, concurrent with the raising of the adjacent street and sidewalk, it does not address the current potential of flooding from extreme rain events and tropical systems.

In order to address the issue of new commercial construction at sidewalk level, the administration is proposing that an amendment to chapter 54 of the city code be considered, to require that all new non-residential construction be built at a minimum of base flood elevation, plus one foot of freeboard.

## CONCLUSION

The administration recommends that the City Commission refer the item to the Sustainability and Resiliency Committee for discussion and recommendation.

**Legislative Tracking**
Planning

**Sponsor**
Commissioner Aleman

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: REPORT OF THE JUNE 28, 2019 FINANCE AND CITYWIDE PROJECTS COMMITTEE MEETING: 1. DISCUSSION REGARDING A WATERLESS CARWASH RFP AT GARAGES-UPDATE. 2. DISCUSSION REGARDING THE ANNEXATION OF NORTH BAY VILLAGE, AND TO REVIEW PROPERTY TAXES, ECONOMIC IMPACT, AND VALUE. 3. 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. 4. DISCUSSION REGARDING THE BUDGET ADVISORY COMMITTEE MOTION THAT THE CITY OF MIAMI BEACH COMPLETE A FACILITY CONDITION ASSESSMENT. 5. DISCUSS THE IMPLEMENTATION OF THE MOTION MADE ON APRIL 5 BY THE HISPANIC AFFAIRS COMMITTEE. 6. DISCUSS A COMPOSTING PROGRAM IN NORTH BEACH SIMILAR TO THE PROGRAM AT THE MIAMI BEACH BOTANICAL GARDEN. 7. DISCUSS HERITAGE TREE DESIGNATION, AWARENESS CAMPAIGN AND INCENTIVE PROGRAM. 8. DISCUSSION REGARDING A CELEBRITY BEACH SOCCER MATCH BENEFITING BEST BUDDIES ON NOVEMBER 23, 2019 REGARDING CITY PERMITTING AND FEES. 9. DISCUSS A PROPOSAL TO ESTABLISH A MONUMENT OR COMMEMORATIVE PLAQUE AT THE RAINBOW CROSSWALK LOCATED AT 12TH STREET AND OCEAN DRIVE. 10. DISCUSSION REGARDING CAPITAL APPROPRIATIONS FOR THE PROPERTY MANAGEMENT EMERGENCY GENERATOR. 11. DISCUSSION REGARDING THE INITIAL FUNDING FOR UNDERGROUNDING OF UTILITIES IN THE CITY OF MIAMI BEACH. 12. DISCUSS THE RENEWAL OF THE AGREEMENT WITH THE FRANCHISE WASTE CONTRACTORS. 13. DISCUSS THE MAY 21, 2019 YOUTH COMMISSION MOTION OF PARTICIPATING IN THE LEGISLATIVE ACTION DAYS YOUTH COUNCIL. 14. DISCUSSION REGARDING A BIOSWALE PILOT PROJECT FOR 59TH STREET WEST OF ALTON ROAD. 15. DISCUSSION TO REVIEW THE MAYOR'S PANEL ON OCEAN DRIVE, SAFETY, SECURITY, AND INFRASTRUCTURE SUBCOMMITTEE'S MOTION FOR A SECRET SHOPPER PROGRAM AS AN INVESTIGATIVE TOOL. 16. DISCUSSION REGARDING ZERO BASED BUDGET (ZBB) EXERCISE FOR SANITATION. 17. DISCUSSION TO EXAMINE THE SCOPE AND FUNDING OPTIONS FOR THE 72ND STREET PROJECT. 18. DISCUSSION TO REVIEW THE CITY'S FORTHCOMING STORMWATER

MANAGEMENT BUDGET AS WELL AS RELATED UTILITIES, ABOVE GROUND, AND OTHER ASSOCIATED COSTS. 19. DISCUSSION REGARDING APPROPRIATING SERIES 2017 STORMWATER BOND PROCEEDS AND SERIES 2017 WATER AND SEWER BOND PROCEEDS TO NORTH BEACH TOWN CENTER. 20. DISCUSSION ON UPDATING MINIMUM WAGES ON CITY FUNDED CONSTRUCTION CONTRACTS. 21. DISCUSSION REGARDING CREATING A CONNECTION BETWEEN OCEAN DRIVE AND LINCOLN ROAD THROUGH ESPANOLA WAY. 22. DISCUSSION REGARDING THE LOCATION OF A STORAGE FACILITY AND NEW RESTROOMS FOR SOUNDSCAPE PARK. 23. DISCUSSION REGARDING VACATING A PORTION OF OCEAN COURT BETWEEN THE CLEVELANDER AND ESSEX HOTELS IN FAVOR OF THE JESTA GROUP PURSUANT TO SECTION 82-37 OF THE CITY CODE TO ENABLE A PEDESTRIAN BRIDGE TO LINK BOTH PROPERTIES. 24. DISCUSSION REGARDING THE REVIEW OF THE JULIA TUTTLE BUS RAPID TRANSIT DEMONSTRATION PROJECT. 25. UPDATE ON THE PROGRESS OF THE TRAFFIC MITIGATION STRATEGY TO HELP REDUCE TRAFFIC IMPACTS OF THE CONNECTING MIAMI CONSTRUCTION PROJECT. 26. DISCUSSION PERTAINING TO A FUTURE PLAN FOR THE PARKING LOT ON THE NORTH SIDE OF 75TH STREET BETWEEN COLLINS AVENUE AND OCEAN TERRACE. 27. UPDATE ON FDOT AND CITY CONSTRUCTION PROJECTS AND TRAFFIC MITIGATION STRATEGIES. 28. DISCUSSION REGARDING ESTABLISHING A HISTORIC PRESERVATION FUND. 29. DISCUSSION REGARDING BENCHMARKING OF IMPACT FEES. 30. DISCUSSION ON MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION AND ITS FINANCIAL CONDITION. 31. DISCUSSION REGARDING THE BIGBELLY PROGRAM AND POTENTIAL WAYS TO SUBSIDIZE ITS COSTS.

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**Legislative Tracking**
Finance

**ATTACHMENTS:**

| Description |
| --- |
| June 28th FCWPC Afteraction |

MIAMIBEACH

**Finance and Citywide Projects Committee Meeting**
**City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive**
**June 28, 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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A meeting of the Finance and Citywide Projects Committee- Budget Briefing was held on Friday, June 28, 2019 at 8:00 a.m. in the Commission Chambers, 3rd floor of City Hall. Attendance: Commissioners Ricky Arriola, Michael Góngora, Mark Samuelian, John Alemán, and Joy Malakoff. Members from the Administration and the public were also attendance.

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Meeting began at 8:06 a.m.

**OLD BUSINESS**

1. **DISCUSSION REGARDING A WATERLESS CARWASH RFP AT GARAGES-UPDATE**
   October 18, 2017 – C4 E
   Parking

   **ACTION**

   Saul Frances, Parking Director, presented the item. He said this item is a report back to the Committee regarding the GT Echo car wash pilot. The pilot started back in February at the 17th Street garage, it has worked well. We had requests for additional service at the City Hall garage. They started service here in March every Friday. They are building their clientele. The city receives 8% of gross revenues, while it's not a lot of money, it's a good amenity that we are providing to our users and we're recommending that we extend it to additional garages and receive an endorsement to negotiate a concession agreement for a longer term. George Nemi from the carwash is here in there are any questions.

   Commissioner Arriola asked if Saul Frances likes it.

   Saul Frances said yes and there is no harm. It is a resilient initiative and is working well.

   People like it.

   Commissioner Arriola and Commissioner Samuelian are fine with it.

   **DIRECTION:** Extend it to additional garages and negotiate a longer term agreement.

2. **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

**ACTION**

Raul Aguila, City Attorney, presented the item. He said that the last action that we took was obviously at the direction of the FCWPC, we sent both governments letters to their mayors and their town managers. We received no response, following which he believes the subsequent direction of this Committee was that if we received no response to do some kind of outreach and contact them directly. In order to annex, in this case part of the part of the westernmost islands of the Venetian islands and North Bay Village, we need both the consent of this City Commission and the consent of those town councils. Before we initiate any process the next step is outreach. He asked for direction from this from this committee as to what kind of outreach it wants to conduct.

Commissioner Strout, North Bay Village, spoke. She said as a candidate she was here when this item was originally discussed. She said she thinks this information is important for the residents know about; she is not the sole decision maker on this process. She knows the letter was received. She does feel it should be discussed with the North Bay Village Commission, the next meeting is on July 9th if anyone would like to attend regarding what information was obtained or what additional information can be presented to the residents. We can go from there.

Commissioner Arriola said he might be traveling on that day, but he would love to go. He would love to get a dialogue going because it could be years and years if anything were to happen. He thinks in particular with sea level rise, among other things, it is going to be a discussion that a lot of the smaller municipalities will be having. But also he thinks there's a lot of synergistic opportunities for both cities to explore because our kids go to the same schools, use the same parks, etc., from an economic perspective tax base it is worth exploring to benefit both communities. There's no rush but he thinks the economic realities and things like sea level rise in the amount of infrastructure investments that communities want to be making they are better off collaborating than trying to go at it alone.

Commissioner Strout said items that are being discussed right now are things North Bay Village is discussing too. There is a lot of information that can be shared. There are a lot of ways we should collaborate no matter what would be the case regarding the annexation, but she does feel that regarding the economy and what's going on with the residents and also the businesses she wants to see them flourish and this is a discussion that we should be bringing up to them. She doesn't want to be somebody that is going to say yay or nay on, but does feel that if someone can attend the July 9th meeting to discuss it further with the Commission.

Commissioner Arriola said we have been discussing the restaurant crawl with our neighbors in North Bay Village and Miami Beach particularly North Beach, just to have the trolley to go to bar hop and restaurants, so we can explore and support our local businesses up there. He thinks that's kind of stalled, he would like to see somebody in the City Administration pick that up. He is asking City staff to do something with this, it's easy to do.

Commissioner Góngora said he will support that and make the motion. Going back to an earlier point, besides all of the projects that we're talking about there would be a huge cost savings in the services through police and fire which are huge part of both of our budgets. If the communities were to combine he thinks there would be an incredible financial savings in the consolidation of those safety services.

Commissioner Strout said with Treasure Elementary School right now a majority of those residents attending that school are Miami Beach residents and they do bear a cost associated with that. For safety services, she would like to see them collaborate.

Commissioner Samuelian thanked Commissioner Arriola for putting forth this idea. This is thinking big and he thinks the collaboration that we're talking about absolutely makes sense, that's a win-win. We should be proceeding. He thinks the basic economic proposition that one plus one probably gets to three is there. We don't need all the duplication, we could have synergies and that makes a lot of sense. For him the fundamental question is whether there is interest from the other community. It is kind that Commissioner Strout invited the Committee to their meeting, that's the gating factor because we need to know that we have a willing partner that would like to explore this before we spend too much, but he likes the concept and if that partner wanted it, then I think we would need to do serious due diligence around it.

Commissioner Strout said we should be partnering right now sharing resources and sharing knowledge regarding a lot of these topics that are very similar that we're dealing with. And again she invited the Committee to come to the meeting because there will be both residents and the full Commission. We can get a good gauge as to how they will feel about it.

Commissioner Arriola said he cannot make the July 9th meeting and asked if there is another meeting.

Commissioner Strout said there is one on July 23rd.

Commissioner Arriola is going to try and go and Commissioner Góngora said he is happy to go as well. Commissioner Arriola confirmed that Commissioner Góngora made a motion about directing staff to come back with a plan to have a friendly neighborhood restaurant pub crawl to promote local businesses in North Beach and North Bay Village.

Commissioner Arriola asked if we could have a report with the action plan for the next FCWPC meeting.

The North Bay Village Commission meeting on July 23rd is at 6:30 p.m.

Commissioner Samuelian seconded Commissioner Góngora's motion.

**MOTION:** Commissioner Góngora moved to direct the Administration to plan the pub crawl with North Bay Village and come back to the next FCWPC meeting with an action plan. Commissioner Samuelian seconded. All in favor.

3. **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

**ACTION**

Commissioner Góngora said this is in the same spirit as the previous item, except rather than the entire city, it is the westernmost Venetian islands that are presently part of the City of Miami that so many people think are a part of Miami Beach. He thinks the only difference between the two items because it's a small portion, he doesn't think it requires a voter referendum, but he thinks it still requires our Commission to vote, City of Miami's Commission to vote, the County Commission to approve it. He would like to go forward with that, he doesn't think there will be an appetite in Miami, but he knows that the residents, at least the majority of them, would like to become Miami Beach residents. Perhaps we could have the same level of outreach if we could reach out to the City of Miami and see if we can get on an agenda and see if

there's an appetite there to do this.

Raul Aguila, City Attorney, said that he did the same thing and has not heard back from them so that at this point the next step was to do some outreach. Maybe it should be at a higher level City Manager to City Manager. The rationale is that those islands are significant part of their tax base and they don't want to give them up.

Commissioner Arriola said he fully supports this, it is an easier no-brainer than the prior discussion and he thinks to his knowledge the residents there overwhelmingly look to be a part of a Miami Beach from a service perspective and other things. He can't imagine the City of Miami enthusiastically endorsing losing this asset that contributes so much money and consume so little in city services, but for us this this makes a lot of sense. He would love to do this.

Commissioner Góngora would love to do it too. Maybe the residents can help push it a little bit as well. He thinks there are two associations and his aide is the president of one of them and he went to one of the meetings and they are very enthusiastic. Most of them put Miami Beach on their address; they consider themselves residents of Miami Beach. Our millage rate is actually lower than Miami's so their property taxes would be less. It is a win-win for them.

Commissioner Góngora said maybe the City Manager should reach out to the City Manager there and see the level of interest.

Commissioner Arriola said let's direct Jimmy Morales to make the ask.

Commissioner Góngora said that will be the motion. Commissioner Samuelian seconded.

**MOTION:** Commissioner Góngora motioned to direct our City Manager to reach out to the City of Miami's City Manager to see what the level of interest is and report back to the Committee. Commissioner Samuelian seconded. All in favor.

4. **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

**ACTION**

Adrian Morales, Property Manager Director, presented the item. He said this is an update. He said we are in the process of conducting facility condition assessments per the recommendation of the Budget Advisory Committee (BAC). They are scheduled to start after Fourth of July; it will take a couple months. What we will get is an updated facility condition assessment and we currently have one that what was done in 2014 and industry standards dictates that we should be doing every five years. As new facilities come online, they should be added to give us an updated FCI or facility condition index, which is how we base our capital budget. We are in the market right now for a new work order management system which will all integrate and tie together to allow us to be better at capital budget planning.

Commissioner Samuelian asked what we might be doing, what are the best practices in terms of multiyear capital budget planning?

John Woodruff, Chief Financial Officer, said he worked with the Budget Advisory Committee on this item and he thinks what we are really talking about here is his helping decision-makers, such as City Administration and the City Commission be able to see what is the right number in order to properly maintain the assets of the city. So when you say the assets of the city that covers a lot of ground and little

by little we have been working through our inventory of assets to try get a handle on what is that condition, what the useful life is. If you try to extrapolate this out over time determine what would be a good average amount of money to set aside in order to properly maintain the facilities. At this moment in time it's pretty obvious that we fund only the highest priorities and so there's a lot of deferred maintenance from the past, that we're trying to get caught up on and we used to have much more funding, but during the recession a lot of that funding got cut and so we have been trying to slowly build it back up, but it's been slow going. He think the direction from the BAC is even if we can't fund it today, let's make sure everyone understands what the delta really is so that that way as fiscal conditions improve in the future we can make a good business case for setting aside additional funding for that purpose.

Commissioner Arriola said we will talk about it more at the budget meeting, but it is his understanding that at one time we had a dedicated millage rate for repair and replacement, for things like city streets and sidewalks that we discontinued maybe after the recession and now are starting to see the effects of that. We can't repair our sidewalks and streets because we don't have dedicated funding sources. So that is why the G.O. Bond is allowing us to catch up on some of those projects and he would ask as part of the presentation during the budget meeting to talk to us about what that repair and replacement millage rate used to be and what it might look like under today's budget. He will probably be favorably disposed to looking at it because all we're doing is deferring and the problem is the city looks like crap and then 10 years from now you need to pass a huge millage rate increase. We need to have discipline, it's a small amount we have to a set aside and that way our city looks new all the time. It is like a special assessment in a condominium.

Commissioner Malakoff said she thinks it's very important that it is done each year and that really the loss of that extra millage to do this on an annual basis has really hurt the city. People complain and say they feel like they are in a third world city, which should never be. She thinks we need to do that to be budget wise.

Commissioner Samuelian said he strongly echoes his colleagues' comments and he thinks Commissioner Arriola put it best, if you think about folks in the condos they set aside money each year based on expected needs, his sense right now is that we're not doing that and we need to build that discipline. He said he supports the Administration's recommendation for the technology tools. In addition to Commissioner Arriola's request, what he would like to see as part of this year's budget is what projects are we not funding that we're pretty sure we need to do at least next year, like a one-year look, and then what he'd like to add to that is as we approach the fiscal year 2021 budget that we have an improved multiyear capital plan. That would be his motion.

Commissioner Arriola said we have so many great things going in the city and to be criticized for cracked sidewalks and streets that are bumpy, it is because we didn't have the guts to keep millage rates where they really needed to be, we have underinvested in the city. We had to do this massive G.O. Bond to catch up, because as politicians we want to be known as someone who reduced the millage rate every year, but then future Commissioners inherit the mess.

Commissioner Samuelian said he agreed with Commissioner Arriola. We were bold with the G.O. Bond and thankfully the community came around. He asked what would happen if they didn't, and second what a golden opportunity now to reset the clock because as we think about the G.O. Bond projects, they will also need capital renewal, so the last thing we would do this is not get this right. Now is the time to get our hands around this.

Roy Coley, Public Works Director, said that pavement seems to be one of the most popular conversations in the community with him right now. Everywhere he goes people want to talk about pavement, he had the opportunity yesterday to go through all the area of Meridian Avenue that the G.O. Bond recently funded repaving from 5th to 15th and it's quite a beautiful sight. Everyone says the same thing, but to put this in some kind of perspective, if we repaved every street in our city every 15 years, that's what we believe it would take to have really nice looking streets all the time, it is going to cost us $7-8 million a year into

perpetuity. The G.O. Bond committed $30 million in total but that just gets us started. It would take a long term commitment with a lot of money if we want the Meridian Street look to be citywide. It does look great and it's a policy decision, if we are told that is what is wanted, we certainly have the capacity and the ability to do the work, it is just a lot of money. Another thing is maintaining some of our newer assets that aren't in bad shape yet as in stormwater, we spent a couple hundred million dollars in the last few years on stormwater assets and they're going to have to have aggressive maintenance. If we allow these assets to function until they fail, they may fail in a flood event. We are going to have to aggressively maintain this equipment if we don't want to face failure. Today we have 40 stormwater pump stations and if what we have prepared that is going to be brought forward very soon is what we're calling a predictive maintenance plan, we've identified every major component in the system and how long it should live, what its useful life is and replace it at that point, not wait until it fails in the middle of a storm and that's going to require a lot of dedicated funding for stormwater too. We have an outside consultant doing that for our water and sewer systems. We believe the water and sewer systems, from decades of deferred maintenance have very significant needs and will bring that to you late in the fall when we get those numbers and we're trying to prepare ourselves for stormwater, but everything being talked about is what he and John Woodruff have been working on and he thinks when the numbers are revealed they are going to be big.

Commissioner Samuelian said as we are making the city better and more beautiful we are expanding the infrastructure base, so this problem is getting exponentially bigger so we need to get on with it, maybe not for today, but we do need to talk about creative funding, how we allocate the right amount of money, how we start maybe opening the discussion at some point if we do proceed, for example, with sponsorship for the Convention Center. Maybe we would take dedicated funding for that. He knows we've set aside the minimum rent for the Convention Center Hotel, but there will be additional rents there, but we need to find some creative funding sources here. He is open to creative ideas, but he thinks we have to get on with this.

Commissioner Arriola agreed. He said he wants to encourage all of us when we think about money the expenses of the investment, the maintenance and yes, that's the cost element. One of the major reasons that he was so strong for the G.O. Bond is it is truly his opinion that it's an investment in our city that is going to have a return on investment. A lot of people think all it is just a cost, an expense; however, the cost of doing nothing is declining quality of life, declining property values, and sort of a race to the bottom. By investing in our parks, our infrastructure, and public safety, it would increase property values increase quality of life, and so the revenue will increase as well. He just wants us to be mindful and that is why he champions programming and things that will bring more tourism and resort taxes. The costs are going to go up regardless because that is the environment we live in, but we need to think on the revenue side, how do we increase property values as the taxes as well as resort taxes and the investment in our tourists and residents.

Commissioner Samuelian said he is in vehement agreement with Commissioner Arriola. He thinks the $439 million G.O. Bond investment was a remarkable investment. He thinks it's fabulous for the community and he does believe over the longer term, we will get returns from enhanced property values that relates to property taxes. One addition he would make to Commissioner Arriola's comments, we have to show the discipline to take a piece of that and put it back in to keep those assets living. We just need to direct some of those funds.

Commissioner Arriola said he will bring this up at the budget discussions. He told John Woodruff to think about what millage rate we need to set to maintain all of our assets. We have a job to do; part of it is fiscal responsibility.

**DIRECTION:** Think about what millage rate needs to be set to maintain all of our assets and be ready to discuss at the budget hearings.

5. **DISCUSS THE IMPLEMENTATION OF THE MOTION MADE ON APRIL 5 BY THE HISPANIC AFFAIRS COMMITTEE**
   April 10, 2019 – C4 AF

Sponsored by Commissioner Samuelian
Marketing and Communications

**ACTION**

Commissioner Samuelian said the recommendation from the Administration makes sense. This was something that came from the Hispanic Affairs Committee. The next step as stated in the memorandum is that the Marketing and Communications Department will talk to the Hispanic Affairs Committee to determine the right people. He said it looks great and yes to proceed.

The Committee asked what this is.

Commissioner Samuelian said this was recommendation to conduct two interviews that will be aired on MBTV during Hispanic Heritage month.

Tonya Daniels, Marketing and Communications, confirmed that the Committee wants us to do two interviews on MBTV during Hispanic Affairs month and do it every year. We can absolutely do this and is happy to move forward.

**MOTION:** Commissioner Samuelian moved to approve to air the two interviews during Hispanic Affairs month every year. All in favor.

6. **DISCUSS A COMPOSTING PROGRAM IN NORTH BEACH SIMILAR TO THE PROGRAM AT THE MIAMI BEACH BOTANICAL GARDEN**
May 8, 2019 – C4 E
Sponsored by Commissioner Alemán
Environment & Sustainability

**ACTION**

Elizabeth Wheaton, Environment and Sustainability Director, presented the item. She said that this came to the Committee last month for discussion and it was first heard at the Sustainability and Resiliency Committee (SRC). The idea would be to establish a pilot composting program in North Beach, similar to what is done at the Botanical Gardens. It was the recommendation of the SRC to start a program with the Miami Beach Botanical Gardens as the manager of the pilot. We've been working closely with them to identify the right site that would be accessible to the residents. We found that the parking lot just south of 85th Street has enough space to start a program which would service approximately 100 residents and it also has that parking component. As the program was developed we estimated that it would cost about $75,000 to get it up and running. Currently there is $75,000 allocated for a mechanical composter as part of the North Beach Yard project. She said it would be our recommendation that the project be unfunded and reallocated through the operating budget to establish a manual composting program with the Botanical Gardens.

Commissioner Arriola asked what the anticipated benefit of this is in terms of the produce and things that might come from this.

Elizabeth Wheaton said through the composting site there will be the creation of soil that's very high and rich in nutrients and that soil would be available that residents can come and pick up and utilize within their own gardens and homes.

Commissioner Malakoff asked how the compost pile is protected from for-profit businesses coming in taking the soil to use like gardeners.

Elizabeth Wheaton said this project would include that city install a fence around the site, we would put messaging on that fence to let people know that we have a composting site behind it, the composting site would be locked and there would be set hours in which the Botanical Gardens would have it open. We would have a box outside the locked area where people drop off the compost, but in order to come and pick up the soil you have to come during the set hours or go to the Botanical Garden and prove residency.

Commissioner Arriola confirmed that the cost is $75,000 to get it up and running and then asked what the annual cost to maintain it is. He said it says there are two staff members working 10 to 20 hours per week.

Elizabeth Wheaton said those are two staff members from the Botanical Garden and that's one of the reasons why we would be looking for them to be the managers. So we're not utilizing staff that doesn't have that background. She said she will ask Sana and Sandy to come up who can give more specifics on the maintenance of a program once it's established.

Sandy Shapiro, Executive Director of the Botanical Gardens, spoke. She said they have been very successful with their compositing program and what we found recently is how wonderful the garden itself is responding to it. They are working to promote and then show people the results of stewardship. We have some regular composters right here. The idea was because we have the experience and Sana and Cassidy Fry are very passionate about compositing and the intention and bringing it to the community so because they have the expertise on staff it would it would give them the opportunity to branch out as well to the northern end of the city. It is about education. This is really the seed to start what could be a broader program throughout the city at different locations to make it more convenient for people and its awareness and education, which actually has a great return on investment because we get to use it and see the results. It gives people an opportunity to become part of the community, they become rooted into what they're doing and they can teach other people and bring it home. There's also a revenue opportunity, they sold 36 gallons yesterday.

Commissioner Arriola asked how much it is sold for.

Sana said there are different grades, whether it is unsifted or chunky. For the unsifted it sells for $1.33 a gallon. It is very good because it is organic good soil that grows produce.

Commissioner Alemán said she did put a post on social media about this North Beach compost potential and the North Beach community was really very excited about it. She was surprised by how much interaction she got on that post of people saying how good it will be that they won't have to ride their bike with their compost all the way to the Botanical Garden. She does believe that participation is going to be very healthy.

Sana said the mechanical composter doesn't really benefit much more that that particular restaurant. She said there can be one for the same price that will serve the entire community, so she doesn't see why not.

Commissioner Arriola asked if they have to add payroll to the Botanical Garden's staff in order to run this.

Sandy Shapiro said Sana is full time staff and she has added Cassidy to their payroll already and he feels that he can divide his time between what he's doing for the garden in fertility and compost and be able to split his time to manage both properties. We are already doing a program right now with WeWork, where he is going and picking up their waste and putting it into their compost. She said they are running out of space. About 100 people on a monthly basis are visiting the compost and they are running out of room.

Sandy Shapiro said they are doing a lot of education. Every Saturday morning he's available for conversation. The classes can also be scheduled for North Beach as well.

Commissioner Arriola said the reason North Beach Yard has a compost component to it is because there is a lot of food being served there and the scraps are there on site. There is also an organic garden that will

be growing food to be used in the yard, so therefore if they had soil that was coming out of the compost it all makes sense. As a standalone to have it up there feels great but economically the cost to maintain it and the yield from it in terms of what you might sell the soil for, this is an expense. This is not something that is synergistic like it was for the yard. As a standalone it is expensive, we are not going to make money on this.

Commissioner Alemán said this is not to make money; this is to provide an amenity to the residents, to the public of North Beach who want it. She said the Botanical Garden has a compost they don't really advertise to everyone to come compost, which, if they did, they wouldn't be able to service it out of the South Beach location plus you have residents from an entire city going to 18th Street, which is not probably what we want. So she sees it as an amenity for residents, many North Beach people want it. It is the right thing to do. It keeps material, which can provide an incredible addition of nutrients and health to our topsoil out of the landfill where it's just taking up space and not even degrading at a proper pace. She really hopes the Committee supports it. It is a minor amount we have the money, it is an amenity for our residents, people are excited about it.

Commissioner Góngora said he thought that the motion that the Committee made last time was to give it a positive opinion from the Committee, but to put it at the budget time when they were looking at enhancements, but he just read that the motion was to reach out to North Beach Yard and see if they were going to do it or not, or if that money was going to be used. He said he guesses North Beach Yard is not happening anytime soon.

Commissioner Arriola said he is still optimistic. He said he is going to have to push to move some things to make it happen, but they're interested and there are just a lot of moving parts there. The issue is if we do this it will benefit the North Beach Yard or whatever version of it will come back to us, so the reason this is even there was because it was part of an overall project. He worries about this being a standalone, but because he is optimistic that the North Beach Yard is going to happen, he is supportive of this. If the North Beach Yard was not going to happen, as a standalone it is hard for him to get excited about it, it is more of a feel good thing.

Commissioner Samuelian said he is supportive of this as well, they heard this at the SRC. He would like to move forward, he understands we have the upfront cost. He asked if we have ballparked of what we are talking about on an annual operating cost basis.

Elizabeth Wheaton said the cost will be minimal to the city. We would have to make sure that we have funding to maintain the fence if there is to be any damage to that of course the box and keep the signage up. From the city's end once we have those items installed that would be complete.

Commissioner Samuelian said he would like to move forward with this particularly if we are optimistic on the North Beach Yard, but even on a standalone it could have value. He thinks the one thing he would like is some periodic reporting on how it's being utilized, part of this is it's a community amenity. It is not about making money in any way, but we want to make sure we are getting utilization and if by chance we are getting great utilization, we'll celebrate and if not then we will take other action. He thinks that would be the one thing, is some sort of reporting on the utilization, but he will support this and he will move it.

Commissioner Arriola said he would like reporting periodically on usage. If it is not being used we can move it because you could deconstruct and move it.

Sandy Shapiro said it will take some marketing on both the City and the Botanical Garden.

Commissioner Arriola said he would ask that there be no increase in payroll to run this thing. This works in dense cities where it is easy to get the scraps, there are restaurants participating, composts are used in rural areas. As a standalone sitting on the West lots he worries this will not be effective, so, yes marketing is part of it, but also getting people to drive their food scraps to a composting facility. These are real

challenges and he worries about this being a standalone project. He doesn't know if it makes sense, but he is willing to give it a go.

Commissioner Góngora said it's good for the environment and willing to give it a try, he said to definitely keep tabs on it and report back because if it is not being used, we don't want to just have it for no reason. So he'll second the motion with a report back six months after the program initiation, so we know what's going on.

**MOTION:** Commissioner Samuelian motioned to approve funding this and asks for a report back in 6 months after the programs initiation to see how it is going. Commissioner Góngora seconded. All in favor.

## NEW BUSINESS

7. **DISCUSS HERITAGE TREE DESIGNATION, AWARENESS CAMPAIGN AND INCENTIVE PROGRAM**
April 10, 2019 – C4 H
Sponsored by Commissioner Alemán and Co-Sponsored by Vice-Mayor Malakoff
Environment & Sustainability

### ACTION

Elizabeth Wheaton, Environment and Sustainability Director, presented the item. She said this item was co-sponsored by Vice-Mayor Malakoff and Commissioner Alemán. The intent was to come up with some recommendations for implementation of a heritage tree designation, awareness campaign, and incentive program. In 2015 the city created the first tree ordinance which allowed us to regulate trees within city property before that it was the responsibility of Miami-Dade County. This allows us to charge fees for when trees do need to be removed and have that mitigation be invested back into the city. This ordinance does include language for heritage trees, giving special recognition to those trees or groupings of trees that are considered historic or have intrinsic value to the community. One thing looking at that language, we would recommend that when we update the tree ordinance that we change some of the language to be more specific for what type of trees can be designated as heritage. So for example, of a given species what is the size so that it's clear, it's not just a subjective determination We are going to be bringing a first reading of proposed ordinance amendments in July, so we would include that language. After meeting with Commissioner Malakoff and Commissioner Alemán we came up with a number of items for discussion. First would be the potential of creating an annual maintenance allowance for private property owners, they would maintain their trees and do an annual maintenance that would keep those trees healthy. Second would be to create a program that highlights properties that have been designated that have a heritage tree designated on their property. We already have a GIS inventory, so we can add heritage trees on private property to that inventory because our inventory only includes public property. We also have our MB Rising Above mobile app and we can highlight heritage trees on the app. Third, right now there's a $272 review fee and inspection fee if a private property wants to designate a tree as heritage. This fee potentially could be waived. A number of trees such as the banyan trees are a prohibited species by Miami-Dade County. In order to keep these trees on your property you are required to get a variance from the County. We could look at the city on covering those costs. Next would be to develop a specialized plaque that private properties could showcase at their front door or by their mailbox, similar to what some municipalities have done with historic preservation. Finally, having a special tree plaque here at City Hall, this would commemorate trees that have been designated as heritage trees. Right now we have the tree preservation trust fund where we collect the money from the tree permitting program. We have a fund balance of $409,000. This money is used annually for a number of programs including pruning of young trees that have already been installed as part of the projects, in order to make sure that these trees get to an older age, it's very important that pruning early on occurs. We also use that money for education and outreach, our annual GIS inventory, programming and were also now considering needing to use that money for additional pruning of Pine Tree Drive if we do not get money in the operating budget for next year. It is imperative if we want to keep the pine trees that we do annual maintenance so they will remain strong.

Commissioner Malakoff said she hasn’t seen the commemorative tree program advertised recently mentioned the commemorative tree program and hasn’t seen it advertised particularly recently. She asked if there are still sales of trees going on or whether it can be promoted, perhaps in a video advertisement or some other way so that residents know that they can in fact purchase a tree in honor of somebody or to celebrate a special occasion and watch that tree growing in a public area near where they live.

Elizabeth Wheaton said they can definitely work with Communications to see about getting out additional material related to the commemorative tree program. We do get a number a year. We had one recently at graduation. We get a lot of graduations and anniversaries of people interested.

Commissioner Malakoff mentioned that it's listed here that some of the funds are going to that, but that doesn’t make sense because the tree sales should carry itself that shouldn't be a cost, it should be a way of getting more income.

Omar Leon, Urban Forester, said that we noticed that due to the maintenance cost of some of the commemorative trees there's an additional funding aspect that we are trying to address. Trees need to grow in a healthy way with structural pruning at a young age, so the cost associated with the planting of the commemorative tree is only meeting the significant funding to plant those trees, but the actual maintenance costs associated with the structure pruning that's needed is not able to be funded through the commemorative tree fee. In addition, we are getting a couple of requests for commemorative trees per year. This year we’ve gotten three requests as of yet, but we’ve also look at ways of streamlining the application process through online.

Commissioner Malakoff said it needs to be made simple. If the $500, $1,500, $3,000 isn't covering it we can look at increasing it, it should be in addition so we get more trees in the city.

Commissioner Samuelian said he likes this program and congratulates his colleagues what they are putting together. He sees that we have funding that’s there. It looks like they’re six opportunities to enhance. He asked if staff needs a recommendation and asked what action staff would like from the Committee today.

Elizabeth Wheaton said they are looking for direction on how the Committee would like to see an incentive program be structured. One thing she wants to know if the Committee would like to create a program where the city would be giving private properties money in order to maintain trees on private property because that was one of the items. A number of the items such as highlighting heritage trees, that is something that we can do already, but if the Committee wants them to look at waiving fees or providing additional funds to private property, they would need that direction.

Commissioner Samuelian said that he certainly would support the things that have no cost to the city like the highlighting and he looks to his colleagues about which of the economic ones they would recommend.

Commissioner Alemán said we can do this for the public trees, no problem and she is sure we will. Designating the private property specimen tree, a heritage tree is like designating historic home, so it does come with some limitations. The reason we do it is because we are more likely to protect that tree. This is something that she personally has been working on for three years because of the residents coming to her when new single-family homes are being developed and are seeing very old, very large specimen trees being removed. There's something about an old tree that even though we have very robust mitigation rules, and they have to plant a bunch little trees, it somehow is never good enough when you lose one of these very old spectacular trees, so we want to provide even more incentives. She thinks for private property owner to accept the limitations that come with the heritage designation that that tree really does have to be protected. So we need to inspire them to do that we need incentive them to do that. She is in favor of all of these, any particular heritage tree only needs to be pruned every three years, so it's not like every single tree could receive even the financial benefit every year. She is in favor of all 6 of the ones that are nonfinancial. Item one where we would create an annual maintenance allowance for private property owners is probably the one that has the most material, financial implications, if you wanted to start with

even a small cap that the Committee is comfortable with that the Committee feels is easy to absorb. She would be thrilled and we can always evaluate it every year.

Commissioner Samuelian asked what we have as a ballpark of all the economic ones annual cost into the cap, he asked what might be a reasonable cap to get us going?

Elizabeth Wheaton said a reasonable cap would be about $30,000, we could see how many people respond, they estimate that there is anywhere from 100 to 200 heritage trees within the city. Of course, not everyone who has a heritage tree would want to designate. She said they know a number of people that would. And she thinks about getting about 20 to 25 people in the first year would be a goal and that would give us room also for those waiving of review fees and paying the County when variance is needed.

Commissioner Alemán pointed how the heartache in the community that was caused when the invasive Melaleucas that were ill were removed from Flamingo Park, a tremendous amount of community upset. Those are public trees so we can control what happens with any public tree, but that same heartache comes with the removal of a private tree. We don't have any authority to tell an owner whether they can or cannot remove a tree as long as they comply with the mitigation. However, these heritage tree designations are more significant and that is allowing us to provide much better protections.

Commissioner Malakoff said it takes so many years, 30-50 years to get a heritage tree to the size that it becomes a heritage tree. It's not something that you plant today and five years later it is a heritage tree, it takes many years and because of that there are so many single-family homes being sold, that the homes are raised and new homes are built, they are built higher up and are resilient, but part of it is there are these gorgeous trees that they then remove and in order to get the machinery in to build a new house and that's what's causing so much angst.

Commissioner Samuelian said he thinks this is a reasonable investment to protect our heritage. He likes the idea of having a first year cap, using the Administration's $30,000.

Commissioner Arriola said a $30,000 cap is fine.

Commissioner Samuelian moved to approve the $30,000 cap. Commissioner Arriola seconded.

**MOTION:** Commissioner Samuelian moved to approve the $30,000 cap to help with fees. Commissioner Arriola seconded. All in favor.

8. **DISCUSSION REGARDING A CELEBRITY BEACH SOCCER MATCH BENEFITING BEST BUDDIES ON NOVEMBER 23, 2019 REGARDING CITY PERMITTING AND FEES**
April 10, 2019 – C4 AI
Sponsored by Commissioner Góngora
Tourism and Culture

**ACTION**

Matt Kenny, Tourism and Culture Director, presented the item. He said the request from Best Buddies is a VCA grant of $30,000 and they are seeking a $50,000 sponsorship. North Bay Village is contributing $10,000 as of now.

Commissioner Julianna Strout, North Bay Village, said they could be able to change their budget, but based upon the requirements of how the event happened last year and additional things they are requesting of the residents and what they wanted to have. She said they are also looking at this as a way to have an annual sporting event with inclusion. It is also free for the residents to get in with general admission. Because of some of the changes they needed to incur some more cost associated.

Matt Kenny said after looking through this it looks like there is a strong sponsorship contingent to this event. They are currently speaking to the VCA and he also spoke to the VCA and they are in the process of securing a potential $30,000 grant for this event. The Administration is recommending waiving their permit fees and having them continue to go through the VCA process for the $30,000 grant and not a $50,000 sponsorship.

Commissioner Góngora asked when this is going through the VCA.

Matt Kenny said October is when they award final grants.

Commissioner Góngora said the event is great, he went last year, and he thinks Best Buddies is an amazing organization; he commended Commissioner Strout on her work in supporting them all these years. He said he will make the motion to do the waiver of permitting fees and go through VCA process with an expression from this Committee that we want them to support the event. He said if something goes wrong with the VCA to call him.

Commissioner Samuelian said he is also supportive and it is a wonderful event. He said the key word of the event is being free for residents; he said to make sure we really get the message out from a communications standpoint that we are putting money forward in a good way, but our residents should really have the opportunity. He said hopefully it has a big community turn out and he seconded the motion.

**MOTION:** Commissioner Góngora moved to approve the permitting fee waiver for the event. Commissioner Samuelian seconded. All in favor.

9. **DISCUSS A PROPOSAL TO ESTABLISH A MONUMENT OR COMMEMORATIVE PLAQUE AT THE RAINBOW CROSSWALK LOCATED AT 12TH STREET AND OCEAN DRIVE**
May 8, 2019 – C4 H
Sponsored by Commissioner Góngora
Parks and Recreation

**ACTION**

Commissioner Góngora said this has been heard at the Neighborhood/Community Affairs Committee a couple of times. The concept started the day that we did the ribbon cutting of the rainbow crosswalk on Ocean Drive and 12th Street. In a discussion with former Assistant City Manager Kathie Brooks, they discussed some way of acknowledging and formerly recognizing why 12th Street became the center of gay beach. It got referred to the LGBTQ Advisory Committee and it went back to the NCAC, the NCAC had discussions on what would be appropriate for recognizing this. There are two options that came back to the Committee in the agenda. Option one which is less expensive, is a little less than $3,000 and would be to put a commemorative plaque on the wall that exists, that wall is approximately 3 feet high. So if you were putting a plaque, it would be approximately 6 inches to 24 inches off the ground. You would have to be literally on your knees or laying on the sidewalk to read the plaque, so he's not a big fan of that idea. Option two is more expensive unfortunately, but it would be to put a freestanding pedestal with some kind of commemorative plaque that would be about $15,000. In his opinion, if we're going to do what we do it right or not at all. He doesn't really want to do the $3,000 plaque he thinks it makes no sense. He personally would like to do this, he loves the rainbow crosswalk, but it's for whatever reason it doesn't pop. It's a little bit muted colors. It's more artsy than the traditional rainbow pop that you see in other communities that do a rainbow display or rainbow crosswalk. He thinks doing something that explains it would be nice. He would support the pedestal, but if we're not going to do the pedestal he doesn't want to do the plaque as a fallback and rather just not do it. He would like to hear what thoughts of the Committee are on this item.

Commissioner Arriola said he would rather to do it right. He is comfortable with the pedestal.

Commissioner Samuelian said he will move to fund the second option which is the pedestal. Commissioner Góngora seconded it.

Commissioner Alemán said that she thinks the Committee is on the right track and agrees with what they are saying, she doesn't vote here, but she'll vote when it comes up. She said in option 2, the idea of the mosaic pedestal is that the mosaic would match the pattern in the crosswalk so intuitively you look at the pedestal and realize it resonates with the crosswalk. The use of the word pastel, the color selection should match the crosswalk.

Commissioner Góngora agreed. He said to please incorporate that.

**MOTION:** Commissioner Samuelian motioned to fund option 2 for $15,000, which is the pedestal and the colors should match the crosswalk. Commissioner Góngora seconded. All in favor.

10. **DISCUSSION REGARDING CAPITAL APPROPRIATIONS FOR THE PROPERTY MANAGEMENT EMERGENCY GENERATOR**
June 5, 2019 – C4 A
Property Management

**ACTION**

Adrian Morales, Property Management Director, presented the item. He said they have a project that has been funded and the process before we go to a capital budget amendment would be moving funds from savings from previous projects. This is to get the facility in Sunset Harbour a permanent generator, which we don't have right now to be able to serve the community or City staff in the event of a storm. The project has been designed, the generator has been ordered, there was some additional mechanical, structural scope that needed to be added and this does include a contingency line item that they don't expect to use. The cost of the generator is $241,000 and an additional $95,000. With proper maintenance because it is an enclosure, the useful life is about 15 years.

John Woodruff, Chief Financial Officer, said at some point we were asked that when we do capital budget amendments, that it would be good if we go through most of the projects that aren't time sensitive in the FCWPC meeting. He said this is becoming a little time consuming. He proposed that if there is a project that Property Management is asking for that is renewal and replacement where we are just moving savings from a completed project into another project that it could go straight to a capital budget amendment where it can still be reviewed by the City Commission. They seem like routine items and we seem to be tying up valuable time here.

Commissioner Arriola supports that, because it just makes sense. The last thing he wants the Administration to be doing is administrative stuff that takes up time, at the end of the day it is an obvious recommendation.

Commissioner Malakoff supports that.

Commissioner Samuelian is fine with it too.

John Woodruff said if there are any sensitive items we would run them through the Committee.

Commissioner Arriola said he wants to encourage staff to make these kinds of recommendations to the Commission.

**DIRECTION:** Proceed with the item as described.

11. **DISCUSSION REGARDING THE INITIAL FUNDING FOR UNDERGROUNDING OF UTILITIES IN THE CITY OF MIAMI BEACH**
June 5, 2019 – C4 C
Sponsored by Commissioner Alemán
Public Works

**ACTION**

Roy Coley, Public Works Director, presented the item. He said the item before the Committee is one component of the undergrounding process that requires us to have an exact quote from FPL before we can go to a binding referendum in any community. What this item does is set up a way for the city to initially pay for that binding quote from FPL, they will give us a ballpark estimate for our preliminary discussions with the community, but they will not give us a binding cost estimate without some engineering fees. What this simply does is allows the city to pay for that upon City Commission approval and our CFO has recommended that it come from contingency funding on a case-by-case basis.

Commissioner Arriola asked how much it is.

Roy Coley said it's anywhere from $10-$15,000 per neighborhood, depending on the overall size and scope of work.

Commissioner Alemán said she sponsored this and said she has been following closely in trying to grease skids, for the North Bay Road neighbors who as we all know really would like to underground their utilities as part of the neighborhood infrastructure projects. She said we helped them with their petition and this is really the next step, so the idea is to really assist the residents with this step, which is a little bit tricky. This is inconsistent from neighborhood to neighborhood how robust the homeowners association is, how much membership is really active, the Association is responsible for this payment, which is a critical path step. They have to go secure this $11,000 from their neighbors. To her this is just very resident friendly thing to do to set up this grant fund, we'll pay for it, and if it proceeds we will get paid back. To the extent that these projects do go forward, it is self-funding; we are just advancing the number to the neighborhood. She hopes the Committee will support it. She mentioned one change in the memo that she talked to Mr. Woodruff about yesterday is really just about creating a little bit more bureaucracy than she thinks is necessary, of course she defers to the Committee in their recommendation. She referenced page 39 where it says the Administration's recommendation is to avoid a separate line item, and instead have the proposed funding source be general fund contingencies with each expense approved by the City Commission. She would say up to a certain number per year, the City Manager can provide that approval and only over the threshold should it need to come back to the Commission.

Commissioner Góngora asked what amount Commissioner Alemán was thinking.

Commissioner Alemán said for the total fund she was saying $100,000 but it was it was arbitrary, that would be 9 neighborhoods. She doesn't think we would ever get there within one year really; it would be very unlikely that it would be more than two. So if the Committee wanted to low the number she doesn't think it really changes it.

Commissioner Samuelian said he is really supportive of this, undergrounding is good for the community. He thinks it fits under the umbrella of resiliency, he wished we could be doing more, its good in terms of the aesthetic so and in a word, he thinks this is excellent. It is small sort of seed funding so he would support that and would support increasing the threshold and limiting the bureaucracy as well.

Commissioner Góngora seconded.

Mayra Diaz-Buttacavoli, resident spoke. She said she is a homeowner on Alton Road and she introduced David Sullivan as well. She said they have been trying to do undergrounding prior to 2000 and they have

meeting notes with FDOT where they have been trying to do this before street raising was even an issue, but that being the case, they are scheduled, supposedly, as of today to have FDOT redo the street in 2023. FDOT would be opening the street and closing it, which reduces the cost of undergrounding for Alton Road, which is the main arterial main evacuation route and only road in the city of Miami Beach with a hospital. They've met with FPL and are now waiting for city staff to have a further meeting with FPL. The gentleman that handles undergrounding for FPL is stationed in Juno Beach and he's going to come down and meet with them, so they are waiting on that meeting, but the thing they need to meet about is where we put these transformers because they can't go on the swale or median because of hazardous conditions in case of an accident. They do have a proposal for FPL and would like to move forward because it obviously would be the time to do it when the street is redone. They have some other issues that they met with FDOT on and any support that the City can give them would be very helpful. We do have a preliminary estimate from FPL, which is quite lower than what its cost and other neighborhoods simply because FDOT is going to take care of some of the costs as part of their project.

Commissioner Alemán said maybe Ms. Diaz- Buttacavoli can confirm or comment on this aspect as well, one of the benefits of undergrounding on Alton road is that all down Alton Road, we have these 80-90 year old fully mature mahogany trees, they're not really allowed to develop into a full shaped canopy. What we understand, she thinks, is that if the Alton Road overhead utilities are not undergrounded and that is a state road and the city does not own those swales or have responsibility of those swales that FDOT will not replant mahogany's. They intend to plant back smaller ornamental type trees that would not grow to a mature height that would interfere with the overhead utilities and she thinks from an emotional, cultural, human standpoint that's going to be very upsetting to our community, to take out this mature, beautiful, old humongous mahogany's and replace them with smaller ornamental trees. She doesn't think the community is going to swallow that very well. Because the project is not until 2023 and we are very organized and deliberate about this and we do underground the utilities, it is not just the benefit which Ms. Diaz-Buttacavoli accurately stated about evacuation routes and so forth, and the aesthetics is also the shade canopy, but being able to reestablish Alton Road after the project the way it has always been with large mahogany shade trees and she thinks we can save a lot of future heartache if we do the right thing now.

**MOTION:** Commissioner Samuelian moved to supports the $100,000 for the fund and increasing the threshold to limit the bureaucracy. Commissioner Góngora seconded. All in favor.

**DIRECTION:** Change each expense being approved by the City Commission to being approved by the City Manager.

12. **DISCUSS THE RENEWAL OF THE AGREEMENT WITH THE FRANCHISE WASTE CONTRACTOR**
June 5, 2019 – C4 D
Public Works

**ACTION**

Commissioner Góngora said one of the contractors contacted him to meet and they are out of the state and they requested to defer this item to give them time to meet with the Commissioners.

Jay Fink, Public Works Assistant Director, said he had not heard that, he know one of the companies could not be here, but the other company is here. We have had some preliminary discussions with these companies; they are interested in renewing the franchise agreement. He said he thinks they probably want to be here if there was any objection to the renewal or if we get into a real heated discussion with regard to the terms set for the services. He said he will defer to the Committee, but if the general direction here is that we're going to go ahead and renew it he is sure they will be happy to continue in the direction because this contract will expire come the end of September.

Commissioner Góngora said he thinks with this item, we are looking to get more public benefit aspect from them and this other company has some ideas that they want to bring to meet with them separately to present to them before discussing it at a public meeting.

Jay Fink said there are two components, there is franchise agreement which we look to renew and then there's a services agreement which would spell out the different provisions, benefits, and things like that. We don't want to get too far down the road if it is this committee's recommendation to go to renew those contracts, he would love to hear that so we can really have both vendors appear with whatever public benefits that they may want proffer.

Commissioner Arriola said before he were to make a recommendation on something like this he wants to hear about it with a presentation, he is not going to say that he's inclined to renew or not until it's been presented.

Commissioner Góngora gave a brief history. He said we have two companies we had as many as five. What happens ever since before he served on the Commission until now, the big ones upped the little ones until we go down in the amount of companies that we have to provide the services and there's good things and bad things about having less and more. If we are going to have less he thinks they need to present more public benefits in exchange for having less competition and they get that and they know that, they want to present some ideas to us that he thinks will make their contract better for Miami Beach, which is why he thinks deferring it to hear what their ideas are is a good thing.

Jay Fink said okay, worst case scenario, we extend the existing contract until the new one gets signed.

**DIRECTION:** Defer to the July 31, 2019 FCWPC meeting to allow the other companies to present.

13. **DISCUSS THE MAY 21, 2019 YOUTH COMMISSION MOTION OF PARTICIPATING IN THE LEGISLATIVE ACTION DAYS YOUTH COUNCIL**
June 5, 2019 – C4 G
Sponsored by Commissioner Góngora
Organizational Development Performance Initiatives

**ACTION**

Dr. Leslie Rosenfeld, Chief Learning Officer, presented the item. She said the Youth Commission, which is going into its third year of existence, has requested support to participate in the legislative action days that take place usually in Tallahassee in January-March timeframe. It is a two day event. We have 7 youth commissioners, each appointed by the Commission. Each year there is some turn over because many of the youth commissioners graduate and go to college. Some of the issues that they have tackled and received support from the Commission include the youth job fair that is doing very well.

**MOTION:** Commissioner Samuelian moved to approve the $5,000 for the trip. All in favor.

14. **DISCUSSION REGARDING A BIOSWALE PILOT PROJECT FOR 59TH STREET WEST OF ALTON ROAD**
June 5, 2019 – C4 J
Sponsored by Commissioner Alemán
Public Works

**ACTION**

Roy Coley, Public Works Director, presented the item. He explained this item is the duplicate companion item that we carried to the Sustainability and Resiliency Committee as a recommendation for a bioswale project at 59th Street and Alton Road, which also includes a public right-of-way that goes from North Bay

Road to the water's edge. The item first came about after the La Gorce project was delayed and he introduced the gentlemen at the podium with him and said they are property owners at 59th Street and Alton Road who came to the Commission with concerns about regular flooding there. What we've done is met with them and we've looked at installing bioswales adjacent to their property and their neighbors and have identified what the benefits are and the limitations of this bioswale. Due to the elevation of the property the bioswales would be capable of managing an inch and a half of rainfall for them, that would do a tremendous amount of pollution control, but it hydraulically is limited, it will eliminate nuisance flooding and the puddling from little rain that comes by. When we do have very serious extreme rain events, this bioswale will not prevent flooding. It will long-term help with pollution control and that's its number one benefit from his viewpoint. The second benefit is it's a pilot, there are three different types of design within this project and that would allow the city to study those long-term to determine which one of those is most efficient and desirable for future projects throughout the city. We have the project designed by one of our consultant engineers and they have estimated this to be a cost of $850,000. He explained the picture shows all greenway, but after we received this from our consultants, our staff Green Space Manager Rodney Knowles identified a list of trees that would flourish in this area based on the soil conditions and location to water. We've also shared those species with the homeowners here and he will let them speak and they could actually choose some of the pallets of what plants go there. What we're here for today from the Committee is to seek authorization on the authorizing financing of $850,000 for the project.

The resident said he would like to bring up the point that they have been to multiple meetings here and we've all heard the frustrations of residents in the Lake Shore and Lake View neighborhoods and they don't want their street raised. He said maybe this is a viable alternative for them and other neighborhoods that don't want their street raised, so this is a test case so they can visit our neighborhood and see if it's working. This is a much cheaper alternative for the other neighborhoods going forward. They know this is not a permanent fix but if it helps, it helps and maybe it would help them as well too. He said we have all these people that are saying to fix or alleviate the flooding, he said let's give it a try. It is not going to get better, it is going to get worse if nothing is done.

Commissioner Arriola said the resident was probably part of a lot of those meetings we had a year and half ago before we did the pause and a lot of the neighbors were protesting and saying their houses don't flood. That is not factual.

The resident said 59th Street floods.

Commissioner Arriola said because of the pause we still have homeowners like this resident here who are desperate and we now have to spend money to test things whereas we have a remedy that we know does work. There are some side effects that we're dealing with, but it does work. We are going to be spending $850,000 on a street end, it will help, but it is not the long term solution. That is the cost of the pause in his opinion.

Discussion was held regarding residents not wanting their streets raised.

Commissioner Góngora said that from what he read online bioswales are used more often for contaminants to remove them from the water and he thinks what the residents really need help with is the flooding. He said they are going to support this because they want to help the residents, but he agrees that it is very expensive and it's a Band-Aid it's not the solution that we need. On the residents level they are going to support this to help the neighborhood, kind of on the bigger level, they have talked a lot about the pause on the dais and that vote was over a year ago. He asked if we know what is going on. He said it has been a year and a half. He said maybe not today but he thinks this body needs to send a message to the Administration that they want to know what's going on. A year a half to redo the RFP is way too long, so he agrees that if there was a pause a year and a half ago, whether it was agreed upon by everybody on the

body or not, he thinks they are unified that the pause is over and they need to know what's going on and make sure that the process is moving forward.

Commissioner Samuelian said he likes this concept and he knows we want to get into the benefits, it was recommended by ULI, the green and blue infrastructure. He thinks they should have a little more discussion around the alternatives and the cost, it is a big number, but we want to help. He said he did want to comment on a couple things. First, this concept of that all the residents that don't want their roads raised is because of their life cycle or time, he doesn't think that's accurate. He thinks there are residents that have legitimate concerns about the impact on private property. They have seen some of the projects and they want to feel more comfortable. They think there are other approaches. He is sure there are some people that would rather just sort of see it go away, but he doesn't want to dismiss that there's a segment of people that have very legitimate concerns. And if he's hearing the testimony from the residents present today right, that most their neighbors don't want the streets raised.

The resident said he was speaking from 59th Street to 63rd Street.

Commissioner Samuelian said he is not sure about the term pause that everyone is using, but we have almost an $80 million project on West Avenue. We have work going on Indian Creek, we're about to get going down on 1st Street. We are active on Palm and Hibiscus and he sees activity in Venetian Way. So can we do more? We are working towards that. But the idea that there's nothing happening in the city and that we're not doing anything does not seem to be fully accurate.

Commissioner Arriola said that when the residents are saying their neighbors don't want their roads raised, they generally don't want any construction on the street either.

Commissioner Samuelian spoke about campaigns and said he absolutely ran on the platform that sea level rise is a scientific fact, that he supports our efforts to address it, and that we need to get it right and for him getting it right includes outside perspectives. He's delighted to have sponsored the Urban Land Institute. He thinks their recommendations on blue and green infrastructure is exactly in the line with what we are trying to do. He is delighted that we have Jacobs Engineering. He is very pleased that our residents are getting a voice and pleased that we are implementing projects, the five or six that are list, while we try and improve. He wouldn't use the term pause to describe what has been done, he would call it incremental adaptation and we're making it better as we go.

Commissioner Alemán said the more we talk about this the better because it is our most important challenge. To posture the item that is here today, the bioswale pilot, the reason that she sponsored it is because it is looking to get it right. This is new, we haven't embraced bioswales to date in Miami Beach. It is absolutely one of the recommendations of ULI, they said we like the grey infrastructure that you're doing, but from a human impact standpoint if you adopt also complementary green and blue infrastructure then it will be more palatable for the community. Because first of all, it's more beautiful with talking about landscaping and tree for the green and water for the blue, but also because our community is very concerned exactly what Commissioner Góngora mentioned, which are the contaminants. The community is very concerned about the quality of the storm water that is discharged into the Bay and as our Public Works folks will tell us that the first inch and a half which this system would collect is the most polluted because the first rains pick up all the oils and fertilizers and all the nasty things that have collected during the dry times onto the surface, whether it's the surface of the road or the surface of our yards and lifts that up. There are so many benefits to this in terms of getting it right. We will be able to study and measure and report on the efficacy of these three different typologies of bioswale in terms of picking up these contaminants and not putting them directly into the Bay, which she thinks we all want to do that. Second, in addition to some of the technical performance our residents will be able to go and look at this and she could see us putting up a little plaque or marker and talking about this and the residents can drive over and look at it. Part of the problem of the projects has been once we get in there on the initial project and broken ground and put things back together people's expectations have been missed and that causes upset in this case. We can set the expectations right, right from the start by giving something for them to go look at. She

thinks it will help a lot in terms of residents buying into the blue and green infrastructure. And it will help us once Jacobs by the end of the year finishes their work on the new timeline and on the different design criteria that we asked them to study, we'll also have hopefully some results from this. The next step will be putting together design criteria packages for specific projects and if a project calls for a bioswale wouldn't it be nice if we had a measurable from a Public Works standpoint and from a community standpoint which ones of these we like and work better. She thinks it's a good thing to do. She was disappointed that the number was so high and really wanted to be less. She thinks we ought to be able to find the funding for this and she hopes we do.

Commissioner Samuelian said he supports this, it is new, it is different. His questions really are a little practical around the number, it's a big number. He asked if there are opportunities to achieve what we want to do for this neighborhood in a different way, a little more cost-efficient, is there way to slice it, and then second to Commissioner Góngora's point we know we are going to do work in this neighborhood it needs some level of work. He is a little concerned that we're going to spend money and then rework. He asked Roy Coley to talk about the cost, value engineering opportunities, and rework.

Roy Coley said there are always opportunities for value engineering, what is before the Committee is multiple designs of different technologies and if you wanted to go with the lowest-cost version we could go back to the designer and say of all these different types some that include concrete some that include mechanical soils and if we want the cheapest option we could ask them to provide us the cheapest option and we wouldn't have to do them all. That would be the easiest path to a lower cost then we would have one particular design that would be installed, we wouldn't have the multiples. The area between North Bay Road and the water, which the city has a 25 foot right-of-way there and an additional 25 foot easement that in the right-of-way we intended to install one of these sections. That section would most likely remain untouched into the future, so future projects would not go through there and replace it. This area here might be impacted in some percentage of this bioswale would be redesigned and rebuilt along the way. He would like to frame it that it is several years away. To summarize where he thinks we are to Commissioner Góngora's question, when the La Gorce project was canceled. That solicitation was canceled, both designs were canceled, and then the subsequent meeting that we had when the Lakeview folks showed up and they wanted to be next and then after that Orchard Park folks showed up and they wanted to be next. That was when the Commission authorized the Administration to get on this path that we ultimately ended with Jacobs to come back and advise us who should be next at what size and under what design criteria, so he anticipates by the end of this year having that information before the Commission and then if approved and whichever neighborhood is at the top of that list then they would go into design for work that wouldn't take place for a couple years, so if this neighborhood isn't at the very top of the list we are years out from doing work there.

Commissioner Arriola said he wanted to correct the record because to say that we are doing things, we're not. There's no construction going on right now as part of our resiliency program other than some minor things. We were ready beginning of 2018, we awarded contracts to go to upper North Bay Road, and we canceled all of that to do the Jacobs study. We will at the end of this year conclude those studies, discussions, recommendations, and then begin the queuing process and then begin bidding process. So at the end of this year will have had the second anniversary of the pause. By the time we get back into the rhythm of identify neighborhoods, going through the bidding process, selecting the winning bids is a couple years down the road. This pause will be four or five years in the making and we were ready last year to go.

Commissioner Góngora said that he wants to get the best bioswale for less money. This is a big price ticket item, but we want to make sure we do the best for the neighborhood. He thinks we need to leave the talk of the pause in the past. This item was left behind because of some flaws in the RFP, not because this body doesn't want to move forward with the project and we are moving forward with the project and he thinks it's important that perhaps in the July Commission meeting, they get a report as to where we're at, so that we don't continue to talk about pauses or non-pauses and well on the same page of moving this forward together. For today's purposes, he'll move this item forward and ask that Administration work to perhaps

bring the cost down without lessening the quality of the project because it is a big price, but that we do move forward and do this because he knows this is a critical point and the neighborhood needs this.

Commissioner Samuelian seconded it.

Commissioner Malakoff said that this is her neighborhood and she was not happy with the pause, she sees flooding on upper North Bay Road every time there is heavy rain or every time there's a high tide. The bioswale which she thinks is wonderful to do and she thinks we should do just what Roy Coley is proposing which is trying out the different types. However, the neighborhood was promised a 25 foot pedestrian pathway so that people who live in the neighborhood can finally enjoy walking there and looking at the Bay and the sunset. Right now there are so many houses chockablock with walls and fences and landscape that there's no way on all the street ends to get to actually see the Bay. Unless you have one of the homes on the Bay, there is no vision for the rest of the neighborhood to enjoy it and that was promised as part of this city and private owner agreement. She hopes when the bioswale is done that those who live in the neighborhood will be able to walk.

Commissioner Arriola asked if we have the money for this.

John Woodruff, Chief Financial Officer said that we would have to use stormwater bond funds and it is doable.

Commissioner Arriola said so this would be a Band-Aid for a period of time, but since it is going to be very difficult to get any construction done in the upper North  Bay Road for many years, he asked how long this project would last for.

Roy Coley said a portion of it could last into perpetuity, there will be parts that the project would not touch, so some of it would go into perpetuity and some of it might be touched when the upper North Bay Road project is finally designed.

Commissioner Samuelian said he has seconded the motion and he is supportive of exactly the way the Commissioner Góngora said it. He wouldn’t be as negative about it, this is the first time we've had a bioswale like this. This came from the ULI recommendations, this is totally consistent with our blue and green so he thinks there's a lot of positive in trying this and see what happens. He would love to do it at a lower price. He said we want to do this,  and he actually thinks this is our first action in terms of implementing what ULI told us about blue and green infrastructure which was represents a positive step towards water quality which is right on the top of our community agenda. He is pleased we are moving forward.

Mayra Diaz-Buttacavoli, resident spoke. She said in order to do what FDOT has in plans today as based on our meeting we had two weeks ago is that they would be raising Alton Road about a foot. In doing so, they would be putting inlets on the swale to capture water that may flow from the street into the swale so that it doesn't go onto private property, and those inlets would take up the water and take it down into the storm sewer. What she stated before, as far as their meeting with FPL is that obviously we cannot keep the wires that exist on Alton Road and in a lot of other neighborhoods, so this is something we need to speak about with FPL as to where we can place these transformers and the Street ends are the only thing in the connection at the streets between Alton and North Bay are the only locations that we have. She is asking that the city look at this globally and not just into one connecting street between Alton and North Bay because it affects Alton Road and it could potentially affect anything else that you may do on North Bay Road. On Alton Road it seems to her that there needs to be coordination of thought and of gameplay in order for anything to be successful for either the connecting roads or Alton Road. They need to know where to put the transformers, since they cannot be put on the medians or in front of people’s homes.

Commissioner Arriola said these are all valid points, that's why doing things piecemeal is not smart.

Commissioner Góngora asked if the Administration is looking into the concerns that Ms. Diaz-Buttacavoli is raising.

The resident said to clarify the point of Ms. Diaz-Buttacavoli is what is unique about 59th Street is that we have 4 property owners that are willing to try this and we have 4 properties that their swales are empty. It is a perfect opportunity to do this type of installation and then North Bay in the Bay that will be empty once they clear the situation there.

Roy Coley said our designers were made aware of the of the FDOT project and coordinated with the FDOT to be sure that the design you see before you is not a conflict with their plans.
Commissioner Samuelian asked if that includes the potential of undergrounding.

Roy Coley said the location for undergrounding transformers has not been contemplated because there is no plan that identifies where those would go at this point.

Ms. Diaz-Buttacavoli said they had a meeting with FDOT two weeks ago; none of this was brought up by the city nor by FDOT. All they are asking is for there to be coordination. She said she appreciates that there are 4 homes that are in agreement with it, but did anybody talk to the four homes on the corner of Alton Road?

Commissioner Góngora said he agrees with Ms. Diaz-Buttacavoli because whenever we're doing projects at the same time that other governmental entities are doing projects, we always should. Part of his motion will be that coordination happens with the Alton Road project to all be on the same page.

**MOTION:** Commissioner Góngora motioned to move this forward and asked that the Administration work to perhaps bring the cost down without lessening the quality of the project because it is a big price and also coordinate with the other projects happening on Alton Road. Commissioner Samuelian seconded.

15. **DISCUSSION TO REVIEW THE MAYOR'S PANEL ON OCEAN DRIVE, SAFETY, SECURITY, AND INFRASTRUCTURE SUBCOMMITTEE'S MOTION FOR A SECRET SHOPPER PROGRAM AS AN INVESTIGATIVE TOOL**
June 5, 2019 – C4 Y
Sponsored by Commissioner Samuelian
Office of the City Manager

**ACTION**

Amy Mehu, Special Assistant to the City Manager, presented the item. She said at the May 1st subcommittee meeting of Safety, Security, and Infrastructure the group discussed evaluating and taking action on deceptive practices along Ocean Drive sidewalk cafés and they realized that this is a grander issue citywide, not just on Ocean Drive and so they tried to determine the best way to evaluate and take enforcement actions on such establishments. The tool that was recognized as being the most sustainable was using the secret shopper program and emulating that how we use if for the trolleys, the parking garages, and parking lots that Leslie Rosenfeld has worked out. They've identified that using the secret shopper would be the best tool to use and that we can also use it not only for the negative things, but also for the positive and highlight establishments that are doing the things that we see as being beneficial to the City brand. While it does come with the cost of establishing the secret shopper program and the cost to their service there is the grander value of dealing with these deceptive issues that hurt our City' brand.

Commissioner Malakoff asked how we hire secret shoppers and how are they interviewed so that they know what to do and how to be camouflaged.

Dr. Leslie Rosenfeld, Chief Learning Officer, said we currently have excellent successors already employed, six of them. These assessors work in an undercover capacity in some ways, and they are

already out and about assessing the customer service, the levels that we receive from our trolley drivers, from our valet operators, from our garage attendant, and from our garage security. So we already have that in place and we have been doing it for several years.

Commissioner Malakoff said she is not sure how successful they are as far as the garages are concerned because they go so infrequently that she doesn't think they are getting a true picture of the real service of the attendants in the garage.

Dr. Leslie Rosenfeld said that we actually visit each of our garages at least 45 times per quarter. We interact with garage attendants each time we enter those garages. So the data that we have is very useful and we been using it to continually improve that service. It is a little bit more challenging with the security monitors because they're not in one specific location and sometimes we enter those garages, the intent is to touch them 45 times each quarter as well.

Commissioner Arriola asked what the secret shoppers are looking for.

Dr. Leslie Rosenfeld said we assess three things each time we enter garage, we are assessing the cleanliness and the appearance of the garage and then we are interacting with the garage attendant and rating the level of customer service they're providing. We have 10 specific criteria we are looking at. The rating is done via the communication system and it's the greeting that's received if the question is being answered, if they are able to provide the information that's being specifically requested, if the assessor is asking for a location can they provide that location and so on.

Commissioner Arriola asked if we outsource that or if we do it ourselves.

Dr. Leslie Rosenfeld said that we are doing that internally, we have six part-time employees that work approximately 29 hours a week that do that as well as doing cleanliness assessments of the public rights-of-way, assessing our trolleys, our restrooms. Actually, we do send out a report on a quarterly basis to the Commission on each of these performance initiatives, so each of you will be receiving the quarter three reports for the garages in July.

Commissioner Arriola asked if we are contemplating keeping this in house for the secret shoppers for Ocean Drive.

Amy Mehu said yes, it is the best mechanism for enforcement purposes and the idea is that as they're out there and there are actionable items, they would be reported to the respective enforcement agencies, be it Code Compliance or the Police Department. We would give them a set of criteria that we are trying to identify. She said she would work with Leslie and the panel to identify the different sets of criteria that we know are the deceptive issues and that also based off of our sidewalk café code, we would look at that and make sure that they meeting those things as well.

Commissioner Samuelian said the goal is to improve the experience for all our customers here in Miami Beach, whether they be tourists or residents. We have some great operators in Miami Beach, we just have some bad apples still doing things that are unacceptable and they're doing it on public property. That's a real problem. He thinks what we're using is a tried-and-true mechanism. The city has had experience with it actually good operators use secret shoppers to monitor their own behavior and he thinks the message we have here from our committee is enough is enough. What we want to do is highlight the good folk. He thinks it's a step on the journey, we've done other things, and there's more to come.

Amy Mehu said the $25,000 is for a pilot in the MXE that's also including that portion of Washington Avenue that's misconstrued to be part of the MXE, but it's separate from it and that's where we have the highest density of issues and sidewalk cafes also. We would like to focus of there, it's not going to be statistically valid where it's not citywide and right now we are not requesting it for the whole years' worth of

costs, but at least enough to get a good taste and shed some light on a lot of the issues and it can also help improve how we strategize with our Code.

Commissioner Arriola said he loves this and congratulated Commissioner Samuelian on it. He thinks it is a huge potential benefit, he thinks we need to figure out what it is we want to measure. We are trying to stop bad behavior. The essential element is the criteria that are going to be measured.

Ceci Velasco, Executive Director of Ocean Drive Association, said that they can take a look at that, they haven't really looked at the specifics of that, but certainly Ocean Drive advocated for it. It's something that the Ocean Drive Association wanted to do themselves, but didn't have the resources or the manpower to do it. They are saying it should not only be Ocean Drive and maybe extend to Espanola Way and also to Lincoln Road, because those are the tourist areas and they are finding that we have complaints from all of those three areas, not just Ocean Drive. Collins Avenue and Washington Avenue have few sidewalk cafes, so her suggestion is to include Ocean Drive, Espanola Way, and Lincoln Road.

Commissioner Samuelian asked what the Administration thinks about the geography that was mentioned.

Amy Mehu said if we are growing it to include all of those areas it is going to be an increase in the amount of sidewalk cafes establishments which would increase the $25,000 cost.

Commissioner Samuelian said he likes the recommendation. He suggested piloting the pilot a little and rework the numbers. Let's start small, will set aside the money so we can do the whole area that staff thinks is right, but maybe still start in the smaller area just to work out the kinks that would be his only thought, but we'll have the funding to do the entire area.

Commissioner Arriola said we have the same issue on Lincoln Road and Espanola Way, but let's move forward with the MXE on this. Perfect it and we'll have the report card, that is going to be the exact same report card for Espanola Way and Lincoln Road so he suggested bringing it back to the next FCWPC meeting to look what that additional will look like. He said let's approve this for the MXE; staff come back with what it would cost to include Espanola Way and Lincoln Road.

Amy Mehu asked if the Committee also would like her to bring back the report card to the Ocean Drive Committee.

Commissioner Samuelian said he could be a sounding Board, but she can also bring it to the Ocean Drive Committee. He said we welcome the input from the good business operators there. He thinks this could really have a positive effect.

Commissioner Arriola asked what the purpose of the secret shopper report card will be. He asked if we will then use that to inform the City Manager on whether he should renew or revoke sidewalk permits, is it going to go into a report card that the ODA puts out for compliance purposes, what are we going to use the data for.

Amy Mehu said first if it's actionable, intel that we are receiving from the secret shoppers and Code Compliance goes out and does cite that for sidewalk café violations, those violations do stack up against their future sidewalk café application. Some can be revoked or the future application can be denied by the City Manager. We will be able to have more streamlined information to do that now versus what we're doing currently and also it would give the general landscape that lets the City Manager have the full view of it, so if it's not enough for the violation. He could still review it.

Commissioner Arriola said to loop in legal because whatever we are going to do, he wants it to have teeth and actually work and to be fair to the operators. If we have secret shoppers and there is going to be repercussion if we find you to be in violation of certain behaviors we're expecting, what is the criteria that will inform the City Manager, is it three strikes and you're out or two strikes? Make sure legal we've defined

it so that they can't protest an appeal so let's work with Legal, the ODA, and Communications and then get this report card.

Commissioner Samuelian said he agrees, to encourage Administration to work closely with the City Attorney's office. He would say two things, one what the secret shoppers are able to do is identify where there's a problem and what the problem is and we will be able to take action. He wanted to confirm that the City Manager has broad discretion when there are violations of our sidewalk café permits. There is some stringent actions that he can take, including revoking sidewalk café permits. He thinks we have a lot of tools and what this tool will do is allow us to pinpoint the problem and then we are expecting action.

Commissioner Arriola wanted to make sure that these things are not easy to appeal. Meaning a report lands on the City Manager's desk, secret shoppers have surveyed a particular restaurant found 5 violations, we want to make sure the report card checks all the boxes so that if they protest it is very clear and fair.

Ms. Velasco said they would also say the methodology is important too, comprehensive, not random sample because then you can have somebody come in and appeal it saying nobody else on the street was picked or there were only 5 people that were reviewed.

Commissioner Samuelian said we would welcome the business community input into that process. So he would encourage the Administration to meet with Ceci and other good operators.

Ms. Velasco said Leslie does a great job with all the city services. They have the hospitality end of it and have secret shoppers that come in all the time and it has really helped their businesses. On the hospitality end they are happy to help.

Commissioner Arriola asked if we should be doing this in house or if we are better off going with a third party to have that independent layer.

Amy Mehu said that the reason why we're doing it in house is so when we're doing the reporting it would be referred to our in-house staff, Code Compliance, PD, and they would be able to do their own independent investigation based off of those results it would trigger their investigation, it wouldn't automatically be a violation, there is some separation, their findings are reported to the respective department and the respective departments investigated it. She said she would leave it to legal to let her know we can use a private resource for that. The original thought was that we were just trying to stay away from using social media, trying to stay away from the yelp reviews and instead of creating a new wheel, we wanted to work off of something that was already existing. If there is an opportunity to outsource it and obtain the same goal, where there are actionable items for Code Compliance and PD to investigate and then do their own violations for, we'd be receptive to that.

Commissioner Samuelian said his thoughts are that we want to get it done and he would look to the Administration to work with the City Attorney. He is comfortable with the recommendation to of doing it in-house. If after review outsourcing to a third party is a better solution, he would be open to that, but that he thinks they are dictating the what and I thinks they can be comfortable that the Administration will get the how right.

Ms. Velasco said if it is outsourced it is going to be a lot more money. She has seen it and managed it. She does think that city is capable of handling it internally and is happy to help.

**VOTE OF ACCLAMATION TO FUND THE $25,000 PILOT FOR THE MXE DISTRICT**

**DIRECTION:** Come back to the July 31, 2019 FCWPC meeting with how much it would cost to fund Lincoln Road and Espanola Way. Also, bring the report card criteria to the Ocean Drive Panel.

## DEFERRED ITEMS

16. **DISCUSSION REGARDING ZERO BASED BUDGET (ZBB) EXERCISE FOR SANITATION**
May 8, 2019 – C4 F
Sponsored by Commissioner Arriola
Public Works

**ACTION**

**DIRECTION:** Item deferred to the July 26, 2019 FCWPC meeting, per request from the Commission Budget Workshop.

17. **DISCUSSION TO EXAMINE THE SCOPE AND FUNDING OPTIONS FOR THE 72ND STREET PROJECT**
May 8, 2019 – R7 A
Office of Capital Improvement Projects

**ACTION**

Commissioner Alemán said that she asked for this item to be discussed to get an update and see what action the Committee needs to take. She said this is the 72nd Street G.O. Bond project, there was an update at the G.O. Bond Oversight Committee meeting, but she was out of town. She is worried about this project getting stuck in the mud and she wants the Committee to have a chance to receive an update and see if there's anything that we can do to keep it moving.

David Martinez, CIP Director, gave an update. He said we are just about done with the last feasibility effort that we had taken on. However, the next step is to start preparing a design criteria package and in order to prepare a design criteria package he needs to understand what is going to be the ultimate scope of the work. Without that we would be wasting our money if we start putting something else together so that's where we are. He said he is also preparing a memorandum for the July 19th budget finance meeting that is going to have a lot more detail and in terms of the costs and some other items of operation and maintenance, a lot more comprehensive to hopefully shed more light into what the needs are. They can talk more about the programming and some of those type of things.

Commissioner Malakoff asked if that will include the utilities.

David Martinez said yes, we have a meeting next week with FPL to learn more about the transmission lines and even though we have some ideas of what that could cost, but just to really fine tune it. We really have all the information, we already have an aquatics expert on board with Desmond, a reputable firm that is going to be part of the criteria package preparation, so we're at a place where we're ready to move.

Commissioner Alemán confirmed with David Martinez that he has scope questions that need to be answered so that he can put the finals on that design criteria package and issue it. She asked what the scope questions are.

David Martinez said the program has been identified through the process and as we put together the information that went on for the G.O. Bond program. There are several elements on there that are very defined, some of them are a little more ambiguous, we have to figure out how big of a library we want, confirm that it is 500 parking spaces. We need to talk about the retail or the commercial in terms of what size, but most of the elements are already pretty defined. If he were to be told to go with exactly what we have we move, there will obviously be some internal discussions between all the departments that are involved in this, Parking, Parks and Recreation, Real Estate and we would all have a brainstorm session to fine tune the details.

Commissioner Alemán said on the size of library, the number of parking spaces, and the size of the retail they specified minimums. We didn't want to specify an exact amount because we wanted to leave room for creativity. Each of the bidders is going to come forward with their concept and based on that, those factors are going to vary somewhat, so we specified a minimum threshold, above that they can exceed our expectations.

David Martinez said that is correct.

Commissioner Alemán asked how the Committee can we help David Martinez into a posture here where this can issued.

Commissioner Samuelian asked when we will have the O&M costs.

David Martinez said they are putting those together and they are going to be part of the memorandum that they would issue for the July 19th FCWPC meeting.

John Woodruff, Chief Financial Officer, said he is working with David on that, he said they heard a lot of input at the last meeting about this. We focused on funding options for the $10 million gap and it turned into more of a scope discussion. We are trying to hit all of the above at the July 19th meeting and have a separate item where we can hopefully get through all that. If we don't get through the discussion, there is a meeting a week later, so we're just trying to get out of the mud.

Commissioner Samuelian asked if the G.O. Bond Oversight Committee reviewed the project of late and if they provided any commentary around some of the stuff we're talking about

David Martinez said they have. It comes up at almost every meeting; they want to make sure this project happens. They are concerned whether or not it is going to happen or not timely.

Commissioner Samuelian said if they are engaging on it that is what he wanted to know. He supported the project when it went forward, he does support the project, and his concern is the additional $10 million. He thinks we have lots of other capital needs. He viewed the G.O. bond as helping to really solve a lot of our capital problems and really take a step forward and now to see that this will usurp some discretionary capital is not something he's comfortable with. He does still support the project; he'd love to do it for the budget we went to the voters with.

Commissioner Arriola said he likes to do things right and likes to never settle for good, he goes for great especially when we have once in a lifetime opportunities particularly this project. He said he said this last year, not to take the $10 million out that we will regret it and people have strong conviction that we could value engineer it. We regret it. Nevertheless, he still thinks we need to go for the right plan; the full plan the community deserves it. This is a catch up for North Beach. This project is so many things and it is a lot of money but it is still a fraction of what we have been investing into South Beach for many years. He is going to keep hammering everyone not to seek a compromise just to move things forward. He is going to still advocate for the project to be funded at the full amount to do it right.

Commissioner Samuelian said if this was that discussion and rewinding the clock and we were talking about it, that would be a different discussion, but we compromised. We talked about how much we could fit we said what can we do and there was an explicit decision, it went through the resident committee, it went through several processes. We went here, we went to the public in 15 to 20 meetings and said we could do this for this number, and we pledged fiscal responsibility now less than a year later to come back and take $10 million from areas that we need capital that doesn't fit for him. That's his problem. Had we done it at the time that would have been fine, but we landed in this place and we have the funding to do a great project. He supports the project, he wants to see it happen, but he really thinks we need to live within our means.

Commissioner Alemán said it is not fiscally irresponsible for us to complement G.O. Bond projects from our annual capital plan. In fact in our 2020 capital plan, we plan to do just that already, we plan to purchase additional security cameras, we plan to purchase additional lighting. Those are G.O. Bond items. So if we are going to say that we're not going to complement G.O. Bond projects with annual capital then we should go ahead and take those line items right out because that's exactly what it is. In this case we scoped a project, tried to figure out at the time how to right size the G.O. Bond, this project was given an arbitrary head cut without saying that we were going to reduce the scope. She said she was with Rogelio Madan and she asked him for a follow-up on the Aria Town Center Garage project. Her understanding was Pacific Star Capital has submitted a plan to Planning for their project that no longer involves the City funding and no longer needs the $10 million of parking funds that were sitting allocated to that project, so if that's the case we've got that money that can be moved over now. She believes that not only will we have majority support for the full scope of this project, which is a true Civic Center for North Beach, but there is overwhelming public support in North Beach for the full scope of this project and she thinks if we deliver anything less the community is going to have a big issue with us for doing so. So what we need to do is resolve this and get this thing out the door per our promises. In tranche one there is a design to complete the first step which is issuing this design criteria package that David Martinez is trying to issue. What she would say is that at the July 19th FCWPC meeting, let's be prepared to make some decisions, that's a full budget meeting we will have the full Commission. Let's be prepared to make a real decision at that meeting so that we can get David out of the mud.

Commissioner Arriola said to Commissioner Samuelian that he hears him and he agrees with him on trying to stay within scope. However, this was one particular item where he thought it was a mistake to cut back and the truth of the matter is that a substantial portion of monies to go towards the parking garage element of it is money that we really should and have to spend and whether it comes from the G.O. Bond or other buckets it doesn't matter. It is money that this Committee allocated to spend for parking needs and as Commissioner Alemán just said the fact that there may be a deal in the works right now for town center that we had previously allocated money to fund a parking garage there that might now be freed up that allows us to move it to the 72nd Street project. We do this all the time, regardless of the G.O. Bond we move money around all the time to meet needs. We scale back on plans, we increase plans based on needs and as we look at this project now we realize that to do it right, we need the additional funds we previously committed to another project that have potentially now been freed up so he would be comfortable taking that money from what we had been earmarking for the town center garage and moving towards this project. He doesn't know if we can move forward yet because we still don't know the status of the town center project. He said it might be a moot point if that money is not available, and then we have to look at this in another light. He asked David Martinez what direction he needs right now from the Committee beyond this discussion.

David Martinez said until he knows what the scope is there is nothing he can really do. It is all based on whether we have $53.8 or $64.4 million.

Commissioner Arriola said for him for sure to shoot for the higher number to do it right because he thinks we will regret it long-term because it is a project we will do once and it will be here for 50 something years or more, we need to do it right. Commissioner Alemán he thinks is in that direction, Commissioner Samuelian is not.

Commissioner Malakoff said she is in that direction, but she doesn't want it coming from the transportation $10 million. She really thinks we are going to need that down the line. Eventually we are really going to have across the MacArthur transportation.

**DIRECTION:** Come back to the July 19th FCWPC meeting with more details.

18. **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

**ACTION**

**DIRECTION:** Item deferred to the July 26, 2019 FCWPC meeting, pending information from Jacobs Engineering.

19. **DISCUSSION REGARDING APPROPRIATING SERIES 2017 STORMWATER BOND PROCEEDS AND SERIES 2017 WATER AND SEWER BOND PROCEEDS TO NORTH BEACH TOWN CENTER**
June 5, 2019 – C4 I
Sponsored by Commissioner Arriola
Public Works

**ACTION**

**DIRECTION:** Item to be heard at the July 26, 2019 FCWPC meeting.

20. **DISCUSSION ON UPDATING MINIMUM WAGES ON CITY FUNDED CONSTRUCTION CONTRACTS**
January 16, 2019 – C4 M
Sponsored by Commissioner Steinberg
Procurement/CIP

**ACTION**

**DIRECTION:** Item deferred to the July 31, 2019 FCWPC meeting.

21. **DISCUSSION REGARDING CREATING A CONNECTION BETWEEN OCEAN DRIVE AND LINCOLN ROAD THROUGH ESPANOLA WAY**
June 5, 2019 – C4 H
Sponsored by Commissioner Arriola
Public Works

**ACTION**

**DIRECTION:** Item to be heard at the July 31, 2019 FCWPC meeting.

22. **DISCUSSION REGARDING THE LOCATION OF A STORAGE FACILITY AND NEW RESTROOMS FOR SOUNDSCAPE PARK**
January 16, 2019 – C4 I
Tourism and Culture

**ACTION**

**DIRECTION:** Item deferred to the July 31, 2019 FCWPC meeting, pending designer renderings.

23. **DISCUSSION REGARDING VACATING A PORTION OF OCEAN COURT BETWEEN THE CLEVELANDER AND ESSEX HOTELS IN FAVOR OF THE JESTA GROUP PURSUANT TO SECTION 82-37 OF THE CITY CODE TO ENABLE A PEDESTRIAN BRIDGE TO LINK BOTH PROPERTIES**
June 5, 2019 – C4 F
Sponsored by Commissioner Arriola
Public Works

**ACTION**

**DIRECTION:** Item to be heard at the September 20, 2019 FCWPC meeting.

24. **DISCUSSION REGARDING THE REVIEW OF THE JULIA TUTTLE BUS RAPID TRANSIT DEMONSTRATION PROJECT**
May 16, 2018 – C4 R
Sponsored by Commissioner Samuelian
Transportation

**ACTION**

**DIRECTION:** Update to be provided at the July 31, 2019 FCWPC meeting.

25. **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

**ACTION**

**DIRECTION:** Update to be provided at the July 31, 2019 FCWPC meeting.

26. **DISCUSSION PERTAINING TO A FUTURE PLAN FOR THE PARKING LOT ON THE NORTH SIDE OF 75TH STREET BETWEEN COLLINS AVENUE AND OCEAN TERRACE**
June 5, 2019 – C4 E
Economic Development

**ACTION**

**DIRECTION:** Item to be heard at the July 31, 2019 FCWPC meeting.

27. **UPDATE ON FDOT AND CITY CONSTRUCTION PROJECTS AND TRAFFIC MITIGATION STRATEGIES**
June 5, 2019 – R9 E
Sponsored by Commissioner Góngora
Transportation

**ACTION**

**DIRECTION:** Item to be heard at the July 31, 2019 FCWPC meeting.

28. **DISCUSSION REGARDING ESTABLISHING A HISTORIC PRESERVATION FUND**
April 11, 2018 – C4 O
Sponsored by Commissioner Arriola
Finance/Planning

**ACTION**

**DIRECTION:** Item deferred to the September 20, 2019 FCWPC meeting.

29. **DISCUSSION REGARDING BENCHMARKING OF IMPACT FEES**
January 16, 2019 – C4 G

Sponsored by Commissioner Alemán
Economic Development

**ACTION**

**DIRECTION:** Item withdrawn by sponsor.

30. **DISCUSSION ON MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION AND ITS FINANCIAL CONDITION**
April 10, 2019 – C4 D
Sponsored by Vice-Mayor Malakoff
Office of Housing & Community Services

**ACTION**

**DIRECTION:** Item deferred to the September 20, 2019 FCWPC meeting.

31. **DISCUSSION REGARDING THE BIGBELLY PROGRAM AND POTENTIAL WAYS TO SUBSIDIZE ITS COST**
October 17, 2018 – C4 I
Sponsored by Commissioner Arriola
Public Works

**ACTION**

**DIRECTION:** Item deferred to be discussed further during or subsequent to the Zero Based Budget item, as BigBelly is proposing to offset costs by including a 5G component to the program.

MIAMI BEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATION OF FUNDING, IN THE APPROXIMATE AMOUNT OF $8,241,507, FROM FLORIDA DEPARTMENT OF TRANSPORTATION FOR ROADWAY AND DRAINAGE IMPROVEMENTS ON S.R. A1A/INDIAN CREEK DRIVE, FROM 25TH TO 41ST STREET; FURTHER AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS IN CONNECTION WITH THE AFORESTATED FUNDS, INCLUDING FUNDING AGREEMENTS AND AUDITS; AND FURTHER AUTHORING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL NECESSARY ACTIONS RELATED TO THESE FUNDS.

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## RECOMMENDATION

Adopt the Resolution.

## ANALYSIS

Indian Creek Drive is a state owned and maintained road that is under FDOT's jurisdiction. In 2015 City representatives traveled to Tallahassee to meet with the Secretary of Transportation to discuss Indian Creek Drive, which had been experiencing flooding events. As a result, City staff and FDOT agreed to a cost sharing project for major infrastructure construction.

On September 30, 2016, the City and FDOT entered into a Department Funded Agreement (DFA) for Financial Project Number 439228-2-58-01 for roadway and drainage improvements on S.R. A1A/Indian Creek from 41st Street to 26th Street ("the Project"). The agreement provided FDOT funds to a maximum amount of $20,008,493, and City funds to a maximum amount of $5,400,000. The total funding for the Project was $25,408,493, with FDOT and City funds.

Amended Agreement

On June 27, 2019, the City and FDOT executed an amendment to the the DFA by adding additional funding. FDOT's maximum participation increased by $5,991,507 to $26 million and the City's maximum participation increased by $1,636,848 to $7,036,848. The amended total funding for the Project under the amended agreement is $33,036,848, with FDOT and City funds.

Recent Negotiations

Recently, the City Administration has been negotiating with FDOT for additional funding for the Project. If the negotiations are successful, FDOT's maximum contribution to the Project will increase by $2.25 million to $28.25 million. The City's maximum contribution will also increase by $2.25 million to $9,286,848.

The Administration requests that the Mayor and City Commission appropriate $8,241,507 of FDOT funding from: 1) The Amended Agreement, and 2) Currently Under Negotiation as follows:

1. Amended Agreement: FDOT $5,991,507
2. Under Negotiation: FDOT $2,250,000

Total FDOT funds to be appropriated in this agenda item - $8,241,507

Capital Budget Item Appropriating City-funded Portion of the DFA

This agenda item requests that the Mayor and City Commission appropriate only the FDOT funds.

There is a Capital Budget Amendment item on today's Regular Agenda (July 31, 2019), that is associated with this agenda item. The Capital Budget Amendment appropriates the City's portion of funding for the Indian Creek Project. The associated Capital Budget item includes, and exceeds the requisite matching funds from the City as required by the DFA, which is:

1. Amended Agreement: City $1,636,848
2. Under Negotiation: City $2,250,000

Total maximum participation funding required by DFA - $3,886,848

This agenda item is subject to the approval of the Budget Amendment on the regular agenda.

## CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the Resolution approving the appropriation of funding.

## KEY INTENDED OUTCOMES SUPPORTED

Ensure Reliable Stormwater Management And Resiliency Against Flooding By Implementing Select Short And Long-Term Solutions Including Addressing Sea-Level Rise

## Legislative Tracking

Grants Management

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, TO AUTHORIZE NEGOTIATIONS RELATING TO REQUEST FOR QUALIFICATIONS NO. 2019-208-ND, FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR A NEW FIRE STATION NUMBER 1 FACILITY; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH WANNEMACHER JENSEN ARCHITECTS, INC., AS THE TOP RANKED PROPOSER; FURTHER, IF THE ADMINISTRATION IS NOT SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH WANNEMACHER JENSEN ARCHITECTS, INC., AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH ARCHITECTS DESIGN GROUP, AS THE SECOND RANKED PROPOSER; FURTHER, IF THE ADMINISTRATION IS NOT SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH ARCHITECTS DESIGN GROUP, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE GALANTE ARCHITECTURE STUDIO, INC., AS THE THIRD RANKED PROPOSER; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

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## RECOMMENDATION

Adopt the Resolution accepting the City Manager's recommendation.

## ANALYSIS

On May 8, 2019, the Mayor and City Commission authorized the issuance of Request for Qualifications (RFQ) 2019-208-ND for Architectural and Engineering Design Services for A New Fire Station Number 1 Facility. Responses were due and received on June 24, 2019. The City received proposals from the following eleven (11) firms:

- Aecom Technical Services, Inc.
- Alleguez Architecture, Inc.
- Architects Design Group
- Brooks + Scarpa Architects, Inc.

• R.E. Chisholm Architects, Inc.
• CPH, Inc.
• M.C. Harry & Associates, Inc.
• Saltz Michelson Architects, Inc.
• The Galante Architecture Studio, Inc.
• Wannemacher Jensen Architects, Inc.
• Wolfberg/Alvarez and Partners, Inc.

On July 9, 2019, Wolfberg/Alvarez and Partners, Inc. notified the City of their withdrawal of their proposal submission, therefore received no further consideration.

The Evaluation Committee appointed by the City Manager convened on July 12, 2019 to consider proposals received. The Committee was comprised of Sabrina Baglieri, Senior Capital Projects Coordinator, Office of Capital Improvement Projects, City of Miami Beach; Francisco Garcia, Senior Facilities Capital Projects Coordinator, Property Management Department, City of Miami Beach; Jorge Linares, Fire Division Chief, Fire Prevention Division, City of Miami Beach; Colette Satchell, Senior Capital Projects Coordinator, Office of Capital Improvement Projects, City of Miami Beach; and Thais Vieira, Senior Capital Projects Coordinator, Office of the City Manager, City of Miami Beach.

The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided with general information on the scope of services and a copy of each proposal. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ. The evaluation process resulted in the ranking of proposers as indicated in Attachment A, in the following order:
1st – Wannemacher Jensen Architects, Inc.
2nd – Architects Design Group
3rd – The Galante Architecture Studio, Inc.
4th – Brooks + Scarpa Architects, Inc.
5th – Aecom Technical Services, Inc.
6th – M.C. Harry & Associates, Inc.
7th – Saltz Michelson Architects, Inc.
8th – Alleguez Architecture, Inc.
9th – Chisholm Architects, Inc.
10th – CPH, Inc.

A brief description of the top ranked proposers, as provided in their response to the RFQ, follows.

**Wannemacher Jensen Architects, Inc.**
Founded in St. Petersburg Florida in 1992, Wannemacher Jensen Architects (WJA) is an interdisciplinary architecture firm that designs and creates engaging spaces for working, living, learning and playing. The firm has a broad range of experience across an array of projects types and disciplines for private, municipal, and non-profit clients. WJA's capabilities expand beyond architecture to include comprehensive master planning, interior design and design-build construction. Throughout their years in business, the firm has completed over 250 public

projects for more than 25 different municipalities throughout the State of Florida on various project types including Fire & Police Stations, City Halls, Recreation Centers and Parks, and Government Offices and Service Centers.

WJA has earned a reputation for innovative recreation design. The firm's work has received numerous industry design awards and has been recognized in various international publications for innovative recreation design.

**Architects Design Group**

Established in 1971, Architects Design Group (ADG) is a full service architectural and planning firm. Since then, ADG has grown to a national firm providing programming, master planning, design, and construction administration services for over 350 Governmental agencies across the United States.

ADG has primary areas of expertise include providing programming, master planning, design, and construction administration services for fire-rescue, 911 call center, and public safety facilities. ADG's projects reflect current knowledge of facility programming, design, and ability to focus collective talents toward innovative applications. Over the past 48 years, ADG has received many honors and awards for design excellence including AIA Orlando Firm of the Year and AIA Florida Firm of the Year. Additionally, ADG has won AIA, design, and technology awards for over 75 of our municipal projects, including the Naples, FL Fire Administration and Station No. 1.

**The Galante Architecture Studio, Inc.**

The Galante Architecture Studio, Inc. (TGAS) was established in 1997, and is a professional design studio offering services in architecture, urban planning, and design. TGAS has had long term experience as Fire Station Specialists with a proven track record of delivering Fire Station projects under budget.

TGAS has won International Design Awards for their projects (German Design Award 2019) as well as NYC's Design &Construction Excellence Award. In addition, TGAS speaks at two national fire stations conferences, thus staying up to date on latest technology and trends in fire station designs. TGAS writes and has been interviewed for a number of fire station publications.

**CONCLUSION**

After reviewing all of the submissions and the Evaluation Committee's rankings and commentary, I concur with the Evaluation Committee and find Wannemacher Jensen Architects, Inc. to be the best qualified firm for the project. Wannemacher Jensen Architects, Inc. has completed an extensive list of fire stations that, in addition to being functional, express a bold design vision. In fact, the firm has completed over 20 fire rescue projects that included planning and site selection, which are key elements of the City's engagement for this project. The team includes a number of sub-consultants that have worked well with the City in the past and are familiar with some of the challenges facing the City and this project.

Therefore, I recommend that the Mayor and City Commission approve the resolution authorizing the Administration to enter into negotiations with Wannemacher Jensen Architects, Inc., as the top ranked proposer; further, if the administration is not successful in negotiating an agreement

with Wannemacher Jensen Architects, Inc., authorizing the administration to enter into negotiations with Architects Design Group, as the second ranked proposer; further, if the administration is not successful in negotiating an agreement with Architects Design Group, authorizing the administration to enter into negotiations with the Galante Architecture Studio, Inc., as the third ranked proposer; and further authorizing the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiations by the Administration.

**KEY INTENDED OUTCOMES SUPPORTED**

Build And Maintain Priority Infrastructure With Full Accountability

**FINANCIAL INFORMATION**

The costs of the related services are subject to funds availability approved through the City's budgeting process. Grant funding will not be utilized for this project.

**Legislative Tracking**

Office of Capital Improvement Projects/Procurement

**ATTACHMENTS:**

**Description**

- Attachment A: Evaluation Committee Ranking
- Resolution

| RFQ 2019-208-ND Architectural and Engineering Design Services for a New Fire Station Number 1 Facility | Sabrina Baglieri | | | Ranking | Francisco Garcia | | | Ranking | Jorge Linares | | | Ranking | Colette Satchell | | | Ranking | Thais Vieira | | | Ranking | Low Aggregate Totals | Ranking |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Qualitative | Quantitative | Subtotal | | Qualitative | Quantitative | Subtotal | | Qualitative | Quantitative | Subtotal | | Qualitative | Quantitative | Subtotal | | Qualitative | Quantitative | Subtotal | | | |
| Aecom Technical Services, Inc. | 93 | 0 | 93 | 7 | 95 | 0 | 95 | 7 | 100 | 0 | 100 | 4 | 91 | 0 | 91 | 3 | 96 | 0 | 96 | 5 | 26 | **5** |
| Alleguez Architecture, Inc. | 92 | 5 | 97 | 5 | 90 | 5 | 95 | 7 | 80 | 5 | 85 | 8 | 69 | 5 | 74 | 9 | 75 | 5 | 80 | 9 | 38 | **8** |
| Architects Design Group | 95 | 5 | 100 | 4 | 96 | 5 | 101 | 3 | 100 | 5 | 105 | 1 | 86 | 5 | 91 | 3 | 100 | 5 | 105 | 1 | 12 | **2** |
| Brooks + Scarpa Architects, Inc. | 97 | 5 | 102 | 2 | 94 | 5 | 99 | 5 | 93 | 5 | 98 | 6 | 89 | 5 | 94 | 2 | 95 | 5 | 100 | 3 | 18 | **4** |
| Chisholm Architects, Inc. | 80 | 5 | 85 | 9 | 92 | 5 | 97 | 6 | 77 | 5 | 82 | 10 | 74 | 5 | 79 | 8 | 83 | 5 | 88 | 7 | 40 | **9** |
| CPH, Inc. | 80 | 5 | 85 | 9 | 76 | 5 | 81 | 10 | 79 | 5 | 84 | 9 | 67 | 5 | 72 | 10 | 75 | 5 | 80 | 9 | 47 | **10** |
| M.C. Harry & Associates, Inc. | 88 | 3 | 91 | 8 | 98 | 3 | 101 | 3 | 96 | 3 | 99 | 5 | 87 | 3 | 90 | 5 | 92 | 3 | 95 | 6 | 27 | **6** |
| Saltz Michelson Architects, Inc. | 96 | 5 | 101 | 3 | 90 | 5 | 95 | 7 | 92 | 5 | 97 | 7 | 83 | 5 | 88 | 7 | 83 | 5 | 88 | 7 | 31 | **7** |
| The Galante Architecture Studio, Inc. | 90 | 5 | 95 | 6 | 100 | 5 | 105 | 1 | 100 | 5 | 105 | 1 | 85 | 5 | 90 | 5 | 95 | 5 | 100 | 3 | 16 | **3** |
| Wannemacher Jensen Architects, Inc. | 98 | 5 | 103 | 1 | 99 | 5 | 104 | 2 | 98 | 5 | 103 | 3 | 94 | 5 | 99 | 1 | 96 | 5 | 101 | 2 | 9 | **1** |

**Quantitative Points**

| Proposer | Volume of Work | Volume of Work Points | Veteran's Points | Total Quantitative (Cost + Veteran's) |
|---|---|---|---|---|
| Aecom Technical Services, Inc. | $ 2,612,609.95 | 0 | 0 | 0 |
| Alleguez Architecture, Inc. | $ - | 5 | 0 | 5 |
| Architects Design Group | $ - | 5 | 0 | 5 |
| Brooks + Scarpa Architects, Inc. | $ - | 5 | 0 | 5 |
| Chisholm Architects, Inc. | $ - | 5 | 0 | 5 |
| CPH, Inc. | $ - | 5 | 0 | 5 |
| M.C. Harry & Associates, Inc. | $ 298,886.57 | 3 | 0 | 3 |
| Saltz Michelson Architects, Inc. | $ - | 5 | 0 | 5 |
| The Galante Architecture Studio, Inc. | $ - | 5 | 0 | 5 |
| Wannemacher Jensen Architects, Inc. | $ - | 5 | 0 | 5 |

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, RELATING TO REQUEST FOR QUALIFICATIONS NO. 2019-208-ND, FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR A NEW FIRE STATION NUMBER 1 FACILITY; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH WANNEMACHER JENSEN ARCHITECTS, INC., AS THE TOP RANKED PROPOSER; FURTHER, IF THE ADMINISTRATION IS NOT SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH WANNEMACHER JENSEN ARCHITECTS, INC., AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH ARCHITECTS DESIGN GROUP, AS THE SECOND RANKED PROPOSER; FURTHER, IF THE ADMINISTRATION IS NOT SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH ARCHITECTS DESIGN GROUP, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE GALANTE ARCHITECTURE STUDIO, INC., AS THE THIRD RANKED PROPOSER; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.**

**WHEREAS,** on May 8, 2019, the Mayor and City Commission authorized the issuance of Request for Qualifications (RFQ) 2019-208-ND for Architectural and Engineering Design Services for A New Fire Station Number 1 Facility; and

**WHEREAS,** on May 10, 2019, the RFQ 2019-208-ND for Architectural and Engineering Design Services for A New Fire Station Number 1 Facility (the "RFQ") was issued; and

**WHEREAS,** a voluntary pre-proposal meeting was held on May 23, 2019; and

**WHEREAS,** on June 24, 2019, the City received a total of 11 proposals; and

**WHEREAS,** on July 9, 2019, Wolfberg/Alvarez and Partners, Inc. notified the City of the withdrawal of its proposal submission and the firm was therefore not further evaluated; and

**WHEREAS,** the Committee convened on July 12, 2019 to review and score the remaining proposals; and

**WHEREAS,** the Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law, general information on the scope of services and a copy of each proposal; and

**WHEREAS,** the Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ; and

**WHEREAS,** the evaluation process resulted in the ranking of proposers as follows: Wannemacher Jensen Architects, Inc., as the top ranked proposer; Architects Design Group, as the second ranked proposer; The Galante Architecture Studio, Inc., as the third ranked proposer; Brooks + Scarpa Architects, Inc., as the fourth ranked proposer; Aecom Technical Services, Inc., as the fifth ranked proposer; M.C. Harry & Associates, Inc., as the sixth ranked

proposers; Saltz Michelson Architects, Inc., as the seventh ranked proposers; Alleguez Architecture, Inc., as the eighth ranked proposer; Chisholm Architects, Inc., as the ninth ranked proposer; CPH, Inc., as the tenth ranked proposer; and

**WHEREAS,** after reviewing all of the submissions and the Evaluation Committee's rankings and commentary, the City Manager concurs with the Evaluation Committee and recommends that the Mayor and City Commission authorize the Administration to enter into negotiations with Wannemacher Jensen Architects, Inc., the top ranked proposer; further, if the Administration is not successful in negotiating an agreement with Wannemacher Jensen Architects, Inc., authorize the Administration to enter into negotiations with Architects Design Group, as the second ranked proposer; further, if the Administration is not successful in negotiating an agreement with Architects Design Group, authorize the Administration to enter into negotiations with the Galante Architecture Studio, Inc., as the third ranked proposer; and further authorize the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiations by the Administration; and

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby accept the recommendation of the City Manager, pursuant to Request For Qualifications No. 2019-208-ND, for Architectural and Engineering Design Services for A New Fire Station Number 1 Facility; authorize the Administration to enter into negotiations with Wannemacher Jensen Architects, Inc., as the top ranked proposer; further, if the Administration is not successful in negotiating an agreement with Wannemacher Jensen Architects, Inc., authorize the Administration to enter into negotiations with Architects Design Group, as the second ranked proposer; further, if the Administration is not successful in negotiating an agreement with Architects Design Group, authorize the Administration to enter into negotiations with the Galante Architecture Studio, Inc., as the third ranked proposer; and further authorize the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiations by the Administration.

**PASSED AND ADOPTED** this _____ day of _____2019.

**ATTEST:**

_____ _____

**RAFAEL E. GRANADO, CITY CLERK** **DAN GELBER, MAYOR**

T:\Agenda\2019\07 July 31\Procurement\RFQ 2019-208-ND Fire Station

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney RAP 7/22/19 Date

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2019-234-ND, FOR A LAND USE, MOBILITY AND ECONOMIC DEVELOPMENT STUDY OF THE ENTERTAINMENT DISTRICT; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH ZYSCOVICH, INC., AS THE TOP RANKED PROPOSER; FURTHER IF THE ADMINISTRATION IS NOT SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH ZYSCOVICH, INC., AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH BUSINESSFLARE, LLC, AS THE SECOND RANKED PROPOSER; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

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## RECOMMENDATION

Adopt the resolution accepting the recommendation of the City Manager pursuant to Request for Qualifications (RFQ) 2019-234-ND for a land use, mobility and economic development study of the entertainment district.

## ANALYSIS

The City is moving toward and is placing greater emphasis on enhancing citywide business corridors including North Beach Town Center, Ocean Terrace, 41st Street, Washington Avenue, Collins Avenue and Ocean Drive, with several neighborhood urban planning studies completed and underway. Both Washington Avenue and Ocean Drive have separate planning discussion concurrently underway exploring how to revitalize the corridors.

Prior to developing any corridor specific concept plans and designs, the City, through this RFQ, sought to obtain qualifications from multi-disciplinary consultant teams to perform a district-wide study that encompasses land use, mobility and economic development from Washington Avenue to Ocean Drive and 5th Street to 17th Street, including Collins Avenue and side streets; and to provide land use, mobility and economic development recommendations for each of the three major corridors (i.e. prioritizing each corridor regarding pedestrian areas, bicycle facilities, transit and vehicles). The recommendations from the study, as adopted by the City

Commission, will form the basis for a more detailed concept and design plans for these districts.

**RFQ PROCESS**

On May 8, 2019, the City Commission approved to issue the Request for Qualifications (RFQ) No. 2019-234-ND for a Land Use, Mobility and Economic Development Study of the Entertainment District. On May 10, 2019, the RFQ was issued. A voluntary pre-proposal conference to provide information to proposers submitting a response was held on May 22, 2019. One addendum was issued. The Procurement Department issued bid notices to 97 companies utilizing www.publicpurchase.com website. 65 prospective bidders accessed the advertised solicitation. RFQ responses were due and received on June 25, 2019. The City received a total of 2 proposals from the following firms: BusinessFlare, LLC, and Zyscovich, Inc.

On June 27, 2019, the City Manager appointed the Evaluation Committee via LTC # 369-2019. The Evaluation Committee convened on July 16, 2019, to consider proposals received. The Committee was comprised of Jose Gonzalez, Director, Transportation Department, City of Miami Beach; Marc Lawrence, Executive Board Member, Washington Avenue Business Improvement District; Bo Martinez, Director, Economic Development Department, City of Miami Beach; Thomas Mooney, Director, Planning Department, City of Miami Beach; Amy Mehu, Special Assistant, Office of the City Manager, City of Miami Beach; and Ceci Velasco, Executive Director, Ocean Drive Association. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided with general information on the scope of services and a copy of each proposal. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ.

The evaluation process resulted in the ranking of proposers indicated in Attachment A, in the following order:
1. Zyscovich, Inc.
2. BusinessFlare, LLC

A summary of firm follows:

**Zyscovich, Inc.**

According to the information provided by the firm, Zyscovich, Inc. is a world class, 120+ person integrated planning, architecture and interior design firm headquartered in Miami who has been known since 1977 for its award-winning master plans and urban designs. For over 40 years, the firm has created unique, forward-thinking designs and placemaking interventions resulting in transformative and visionary projects that have served to stimulate and attract high quality redevelopment while protecting neighborhoods. The team's level of dedication and expertise has been recognized by the American Planning Association and the American Institute of Architects.

**BusinessFlare, LLC**

According to the information provided by the firm, BusinessFlare, LLC was created in 2012, in response to the need for smaller cities with limited resources to compete for economic development. BusinessFlareTM is a unique, trademarked approach to economic development that integrates market reality into a local government's strategic plan, annual budget process and day-to-day operations. The team has extensive experience in economic development, land use

planning, mobility, marketing, public engagement, and related fields.

## CONCLUSION

After reviewing each firm's submissions and the Evaluation Committee's rankings and commentary, I concur with the Evaluation Committee and find Zyscovich, Inc. to be the best qualified firm for the project. Zyscovich, Inc. assembled a local and national team that can successfully combine land use, and transportation planning, stakeholder engagement, economic development, and multimodal mobility expertise to complete a comprehensive district-wide study of the City's entertainment district.

I find that Zyscovich, in addition to be a well-qualified firm that has done extensive work with the City and some of its corridors, has put together an world-class team for this engagement that includes top firms such as:

- Gehl (planning and urban design) – Gehl has previously worked with the Mayor's 41st Blue Ribbon Committee. I understand the committee has been impressed with the innovative thinking and level of detail that has been provided by Gehl.
- Kittelson (transit and mobility) – Kittleson is a national firm with local offices whose mission is to "transform how communities move." They have completed work that includes reimagining movement through major thoroughfares, implementing safer, people-friendly street designs, public-private redevelopments to improve transit, and others.
- Lambert & Associates (economic development) – the administration is currently working to engage Lambert, under a separate engagement, to complete an entertainment district revenue/cost analysis. While Lambert has not yet completed its work, staff is impressed with the firm's approach and methodology to projects.
- Town Square Corp. (programming & branding) – Town Square is a New York based firm that specializes in placemaking. Some of its accomplishments include The High Line and Bryant Park in New York City.
- Raymond Jungles (landscape architecture) – Raymond Jungles is a world-renowned landscape architecture firm. While not the primary focus of the RFQ, it is beneficial to consider, as applicable, the benefits that the natural environment can bring to urban corridors.
- Schwebke – Shiskin & Associates (civil engineering) – Shwebke – Shiskin & Associates is a local engineering firm that is well-versed on many of challenges facing the city with regard to engineering requirements. Again, while not the primary focus of the RFQ, Zyscovich has proactively addressed this important perspective on its team.

Therefore, I recommend that the Mayor and City Commission approve the resolution authorizing the administration to enter into negotiations with Zyscovich, Inc., as the top ranked proposer; further, if the administration is not successful in negotiating an agreement with Zyscovich, Inc., authorizing the administration to enter into negotiations with BusinessFlare, LLC, as the second ranked proposer; and further authorizing the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiations by the Administration.

## KEY INTENDED OUTCOMES SUPPORTED

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

## FINANCIAL INFORMATION

The cost of the related services, determined upon successful negotiations, are subject to funds availability approved through the City's budgeting process. Grant funding is not expected be utilized for this project.

**Legislative Tracking**
Economic Development/Procurement

**ATTACHMENTS:**

**Description**

- Attachment A
- Resolution

| RFQ 2019-234-ND For a Land Use, Mobility and Economic Development Study of the Entertainment District | Jose Gonzalez | | | Ranking | Marc Lawrence | | | Ranking | Bo Martinez | | | Ranking | Thomas Mooney | | | Ranking | Amy Mehu | | | Ranking | Ceci Velasco | | | Ranking | | Low Aggregate Totals | Ranking |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Qualitative | Quantitative | Subtotal | | Qualitative | Quantitative | Subtotal | | Qualitative | Quantitative | Subtotal | | Qualitative | Quantitative | Subtotal | | Qualitative | Quantitative | Subtotal | | Qualitative | Quantitative | Subtotal | | | | |
| Businessflare, LLC | 93 | 10 | 103 | 1 | 90 | 10 | 100 | 1 | 80 | 10 | 90 | 2 | 95 | 10 | 105 | 1 | 92 | 10 | 102 | 2 | 80 | 10 | 90 | 2 | | 9 | **2** |
| Zyscovich, Inc. | 90 | 3 | 93 | 2 | 97 | 3 | 100 | 1 | 92 | 3 | 95 | 1 | 90 | 3 | 93 | 2 | 100 | 3 | 103 | 1 | 90 | 3 | 93 | 1 | | 8 | **1** |

| Quantitative Points | | | | |
|---|---|---|---|---|
| Proposer | Volume of Work | Volume of Work Points | Veteran's Points | Total Quantitative (Volume + Veteran's) |
| Businessflare, LLC | $ - | 5 | 5 | 10 |
| Zyscovich, Inc. | $ 350,000.00 | 3 | 0 | 3 |

**FOR DISPLAY PURPOSES ONLY. FINAL RANKING DOES NOT CONSTITUTE AN AWARD RECOMMENDATION.**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2019-234-ND, FOR A LAND USE, MOBILITY AND ECONOMIC DEVELOPMENT STUDY OF THE ENTERTAINMENT DISTRICT; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH ZYSCOVICH, INC., AS THE TOP RANKED PROPOSER; FURTHER, IF THE ADMINISTRATION IS NOT SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH ZYSCOVICH, INC., AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH BUSINESSFLARE, LLC, AS THE SECOND RANKED PROPOSER; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.**

**WHEREAS**, on May 8, 2019, the City Commission approved the issuance of Request for Qualifications (RFQ) No. 2019-234-ND for a Land Use, Mobility and Economic Development Study of the Entertainment District; and

**WHEREAS,** Request for Qualifications No. 2019-234-ND (the "RFQ") was released on May 10, 2019; and

**WHEREAS,** a voluntary pre-proposal meeting was held on May 22, 2019; and

**WHEREAS**, on June 25, 2019, the City received a total of 2 proposals; and

**WHEREAS,** the Committee convened on July 16, 2019 to review and score the proposals; and

**WHEREAS,** the Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law, general information on the scope of services, and a copy of each proposal; and

**WHEREAS**, the Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ; and

**WHEREAS**, the evaluation process resulted in the ranking of proposers as follows: Zyscovich, Inc., as the top ranked proposer; and BusinessFlare, LLC., as the second ranked proposer; and

**WHEREAS,** after reviewing each firm's submissions and the Evaluation Committee's rankings and commentary, the City Manager concurs with the Evaluation Committee and recommends that the Mayor and the City Commission authorize the Administration to enter into negotiations with Zyscovich, Inc.; further, if the Administration is not successful in negotiating an agreement with Zyscovich, Inc., authorize the Administration to enter into negotiations with BusinessFlare, LLC; and further authorize the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiations by the Administration.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Commission hereby accept the recommendation of the City Manager, pursuant to Request for Qualifications (RFQ) No. 2019-234-ND for a Land Use, Mobility and Economic Development Study of the Entertainment District; authorize the Administration to enter into negotiations with Zyscovich, Inc., as the top ranked proposer; further, if the Administration is not successful in negotiating an agreement with Zyscovich, Inc., authorize the Administration to enter into negotiations with BusinessFlare, LLC, as the second ranked proposer; and further authorize the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiations by the Administration.

**PASSED AND ADOPTED** this _____ day of _____2019.

**ATTEST:**

_____ _____

**RAFAEL E. GRANADO, CITY CLERK** **DAN GELBER, MAYOR**

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney RAP 2/22/19 Date

F:\PURC\Solicitations\2019\2019-234-ND_RFQ_Land_Use_Mobility_and_Economic_Development\10 - Commission Award Documents\RFQ-2019-234-ND Resolution 7.18.19.doc

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, RELATING TO INVITATION TO BID NO. 2019-231-KB, FOR INDIAN CREEK PHASE III IMPROVEMENTS FROM 25TH TO 41ST STREET (THE "PROJECT"); APPROVING THE AWARD OF A CONSTRUCTION CONTRACT TO RIC-MAN CONSTRUCTION FLORIDA, INC., THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER, IN AN AMOUNT NOT TO EXCEED $13,636,984.00; FURTHER, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND FINALIZE A SECOND AMENDMENT TO THE CITY'S DEPARTMENT FUNDED AGREEMENT ("DFA") WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), WITH RESPECT TO THE SHARING OF COSTS FOR THE SCOPE OF WORK AWARDED FOR THE PROJECT ("SECOND AMENDMENT"), AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SECOND AMENDMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION AND FORM APPROVAL BY THE CITY ATTORNEY; FURTHER, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT WITH RIC-MAN CONSTRUCTION FLORIDA, INC., CONTINGENT UPON CITY'S RECEIPT OF A WRITTEN COMMITMENT FROM FDOT WITH RESPECT TO THE COST SHARE FOR THE SECOND AMENDMENT.

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## RECOMMENDATION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida approve the City Manager’s recommendation pertaining to the bids received, pursuant to ITB 2019-231-KB, Indian Creek (SR A1A) - Phase III Improvements from 25th to 41st Street.

## ANALYSIS

On March 9, 2016, the City Commission adopted Resolution 2016-29332 approving the substantive terms of the cost sharing agreement and on September 30, 2016, the City and FDOT entered into a Department Funded Agreement (DFA) for Financial Project Number 439228-2-58 (Contract AS-343), for roadway and drainage improvements on S.R. A1A/Indian

Creek from 41st Street to 26th Street in the total amount of $25,408,493, comprised of FDOT funding in a maximum of $20,008,493, and City funds to a maximum of $5,400,000. The DFA stipulated a FDOT participation of 78.7% and a City participation of 21.3% of the total allowable cost. Thereafter, the Project was divided into three (3) phases.

At the October 17, 2018 Commission meeting, the Commission approved Resolution 2018-30574 to amend the DFA agreement by increasing FDOT's participation by $5,991,507 from the original maximum amount of $20,008,493 to the amended maximum amount of $26,000,000; and increasing the City's participation by $1,636,848 from an original maximum amount of $5,400,000 to a maximum participation of $7,036,848.

With Phase I and II substantially complete, the City sought to solicit bids for the final Phase III of the Project. Invitation to Bid (ITB) 2018-054-ZD, which included roadway reconstruction and drainage improvements north of 32nd Street, was issued on September 21, 2018. Three (3) bids were received, however the lowest bid was deemed non-responsive and the next low bid significantly exceeded the City's available budget. Therefore, the Mayor and City Commission approved the rejection of bids received pursuant to Invitation to Bid (ITB) 2018-054-ZD, for Phase III Improvements from 25th to 41st Street.

Subsequent to the rejection of bids pursuant to ITB 2018-054-ZD, staff has worked with the Engineer of Record and FDOT to value engineer the remaining portion of the Project and to provide for two (2) options: 1) for the partial completion of the project up to 35th Street; and 2) for the full completion of the project to 41st Street. As part of these efforts, in May 2019 the City conducted Industry Review Meetings in an effort to assure that the City's approach to bidding the portion of the Project is in line with industry standards and best practices. During the meetings, the City met with eleven (11) vendors which yielded valuable insight and comments from the industry regarding the Project.

**ITB PROCESS**

ITB No. 2019-231-KB, was issued on May 24, 2019, with a bid opening date of July 2, 2019. Three (3) addenda were issued. The Procurement Department issued bid notices to 1,130 companies utilizing www.publicpurchase.com website. 120 prospective bidders accessed the advertised solicitation. The notices resulted in the receipt of seven (7) responses from: American Pipeline Construction, LLC; Danz Contracting, LLC; David Mancini & Sons, Inc.; Lanzo Construction Co., Florida; Ric-Man Construction Florida, Inc.; Ric-Man Construction, Inc.; and Ric-Man International, Inc.

The ITB stated that the lowest responsive, responsible bidder meeting all terms, conditions, and specifications of the ITB will be recommended for award. In its due diligence, the Procurement Department verified that the lowest responsive bid submitted by Ric-Man Construction Florida, Inc. ("Ric-Man Construction Florida") met the requirements of the ITB, including:

1. **Bid Bond:** Bidder shall submit, **WITH ITS BID**, either an original bid bond, in a form acceptable to the City, executed by a surety company meeting the qualifications specified herein, in the amount of 5% of the bid amount, payable to City of Miami Beach, Florida. In the alternative, Bidder may submit a certified check or cashier's check issued by any national or state bank (United States).

Ric-Man Construction Florida submitted a bid bond for 5% of the bid amount, as required.

2. **Licensing Requirements:** Bidder shall be State of Florida Certified General Contractor or Underground Utility Contractor in the State of Florida, Division of Business and Professional Regulations to be considered for award.

Ric-Man Construction Florida is State certified as a General Contractor. State license number is: CGC1514965 and expires on August 31, 2020.

3 . **Previous Experience (Firm):** Bidder (or member of its team) shall have completed the construction of at least three (3) similar projects in scope and volume demonstrating their experience in urban right of ways and infrastructure improvements. Similar projects shall be interpreted to mean projects which involve all of the following aspects: underground storm water collection system and disposal, pump stations construction, roadway construction and site concrete work. At least one (1) of the projects must demonstrate experience in construction and maintenance of traffic within an existing heavily traveled urban roadway.

Ric-Man Construction Florida submitted the required projects, which were similar in size, scope, and in the timeframe requested. The projects submitted included construction of a facility that includes underground storm water collection system and disposal, pump stations construction, roadway construction and site concrete work.

Accordingly, Ric-Man Construction Florida has been deemed the lowest responsive and responsible bidder meeting all terms, conditions, and specifications of the ITB. Below is a brief summary of the firm.

According to the information provided by the firm, in 2004 Ric-Man Construction Florida commenced operations in the Southeastern United States. The company specializes in heavy underground and tunnel construction of all types and sizes. Its team is proud to carry on the tradition of quality and service, set forth by its founder, which have become the standards used every day within the company.

Additionally, Ric-Man Construction Florida is currently under contract with the City of Miami Beach for design build services for West Avenue improvements south of 14$^{th}$ Street and north of 14$^{th}$ Street. Throughout the term of these contracts Ric-Man Construction Florida has proven to be a dependable contractor.

**CONCLUSION**

Recently, the City Administration has been negotiating with FDOT for additional funding for the Project, via a second amendment to the DFA ("Second Amendment"). If the negotiations are successful, FDOT's maximum contribution will increase by $2.25 million to $28.25 million; and the City's required contribution will also increase by $2.25 million to $9,261,84

After considering the bids received and the evaluation of staff, the City Manager recommends approval of the award of a contract to Ric-Man Construction Florida, Inc., the lowest responsive, responsible bidder to the ITB, in an amount not to exceed $13,636,984.00; further, the Administration recommends that the City Manager be authorized to negotiate and finalize the Second Amendment to the DFA with FDOT, and further authorize the Mayor and City Clerk to execute the Second Amendment upon conclusion of successful negotiations by the Administration; and further, the Administration recommends authorizing the Mayor and City Clerk

to execute the contract with Ric-Man Construction Florida, Inc., subject to City's receipt of a written commitment from FDOT with regard to the cost share for the Second Amendment.

**KEY INTENDED OUTCOMES SUPPORTED**

Build And Maintain Priority Infrastructure With Full Accountability

**FINANCIAL INFORMATION**

Project Cost: $ 13,636,984.00
(Grand Total Option A, Alternate Side Streets and Contingency)

**Legislative Tracking**

Public Works/Procurement

**ATTACHMENTS:**

**Description**

- ITB 2019-231-KB Tabulation
- Resolution

**INVITATION TO BID (ITB) NO. 2019-231-KB**
**FOR INDIAN CREEK (SR A1A) - PHASE III IMPROVEMENTS FROM 25TH TO 41ST STREET**

| | Ric-Man Construction of FL Inc.* | Ric-Man Construction, Inc. | American Pipeline Construction | Lanzo Construction | Danz Contracting | David Mancini & Sons | Ric-Man International |
|---|---|---|---|---|---|---|---|
| **OPTION A (Improvements from south of 25th Street to 41st)** | | | | | | | |
| **SUBTOTAL** | $ 13,151,875.00 | $ 13,733,952.56 | $ 16,178,454.92 | $ 16,905,000.75 | $ 19,479,556.52 | $ 21,179,198.85 | $ 26,237,271.50 |
| Allowance for Trench Safety Act | $ 25.00 | $ 25.00 | $ 25.00 | $ 25.00 | $ 25.00 | $ 25.00 | $ 25.00 |
| Permit Allowance | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 |
| **GRAND TOTAL** | $ 13,201,900.00 | $ 13,783,977.56 | $ 16,228,479.92 | $ 16,955,025.75 | $ 19,529,581.52 | $ 21,229,223.85 | $ 26,287,296.50 |
| **OPTION A ALTERNATE ITEMS FOR SIDE STREETS DRAINAGE** | $ 435,084.00 | $ 381,119.15 | $ 632,229.00 | $ 717,999.00 | $ 1,007,049.00 | $ 1,189,900.00 | $ 1,131,904.00 |
| **GRAND TOTAL + ALTERNATE SIDE STREETS** | ***$ 13,636,984.00*** | ***$ 14,165,096.71*** | ***$ 16,860,708.92*** | ***$ 17,673,024.75*** | ***$ 20,536,630.52*** | ***$ 22,419,123.85*** | ***$ 27,419,200.50*** |
| **OPTION B (Improvements from south of 25th Street to 35th Street)** | | | | | | | |
| **SUBTOTAL** | $ 8,699,820.00 | $ 8,964,071.27 | $ 10,337,985.17 | $ 11,265,345.55 | $ 13,021,890.85 | $ 13,346,975.73 | $ 18,151,534.10 |
| Allowance for Trench Safety Act | $ 25.00 | $ 25.00 | $ 25.00 | $ 25.00 | $ 25.00 | $ 25.00 | $ 25.00 |
| Permit Allowance | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 |
| **GRAND TOTAL** | $ 8,749,845.00 | $ 9,014,096.27 | $ 10,388,010.17 | $ 11,315,370.55 | $ 13,071,915.85 | $ 13,397,000.73 | $ 18,201,559.10 |
| **OPTION B ALTERNATE ITEMS FOR SIDE STREETS DRAINAGE** | $ 253,689.00 | $ 239,988.00 | $ 382,794.00 | $ 429,516.00 | $ 626,506.00 | $ 703,600.00 | $ 665,164.00 |
| **GRAND TOTAL + ALTERNATE SIDE STREETS** | ***$ 9,003,534.00*** | ***$ 9,254,084.27*** | ***$ 10,770,804.17*** | ***$ 11,744,886.55*** | ***$ 13,698,421.85*** | ***$ 14,100,600.73*** | ***$ 18,866,723.10*** |

*Recommended for award.

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, RELATING TO INVITATION TO BID NO. 2019-231-KB, FOR PHASE III IMPROVEMENTS FROM 25TH TO 41ST STREET (THE "PROJECT"); APPROVING THE AWARD OF A CONSTRUCTION CONTRACT TO RIC-MAN CONSTRUCTION FLORIDA, INC., THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER, IN AN AMOUNT NOT TO EXCEED $13,636,984.00; FURTHER, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND FINALIZE A SECOND AMENDMENT TO THE CITY'S DEPARTMENT FUNDED AGREEMENT ("DFA") WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), WITH RESPECT TO THE SHARING OF COSTS FOR THE SCOPE OF WORK AWARDED FOR THE PROJECT ("SECOND AMENDMENT"), AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SECOND AMENDMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION AND FORM APPROVAL BY THE CITY ATTORNEY; FURTHER, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT WITH RIC-MAN CONSTRUCTION FLORIDA, INC., CONTINGENT UPON CITY'S RECEIPT OF A WRITTEN COMMITMENT FROM FDOT WITH RESPECT TO THE COST SHARE FOR THE SECOND AMENDMENT.**

**WHEREAS,** on March 9, 2016, the City Commission adopted Resolution No. 2016-29332, approving the substantive terms of the cost sharing agreement, and on September 30, 2016, the City and FDOT entered into a Department Funded Agreement (DFA) for Financial Project Number 439228-2-58 (Contract AS-343), for roadway and drainage improvements on S.R. A1A/Indian Creek from 41st Street to 26th Street (the "Project"), in the total amount of $25,408,493, comprised of FDOT funding in a maximum of $20,008,493, and City funding in the maximum of $5,400,000; and

**WHEREAS,** the DFA stipulated a FDOT participation of 78.7% and a City participation of 21.3% of the total allowable cost. Thereafter, the Project was divided into three (3) phases; and

**WHEREAS,** on October 17, 2018, the Mayor and City Commission adopted Resolution No. 2018-30574 to amend the DFA agreement by increasing FDOT's participation by $5,991,507 from the original maximum amount of $20,008,493 to the amended maximum amount of $26,000,000; and increasing the City's participation by $1,636,848 from an original maximum amount of $5,400,000, to a maximum participation of $7,036,848; and

**WHEREAS,** with Phase I and II substantially complete, the City sought to solicit bids for the final Phase III of the Project. Invitation to Bid (ITB) 2018-054-ZD, which included roadway reconstruction and drainage improvements north of 32nd Street, was issued on September 21, 2018; and

**WHEREAS,** three (3) bids were received, however the lowest bid was deemed non-responsive and the next low bid significantly exceeded the City's available budget; therefore, the Mayor and City Commission approved the rejection of bids received pursuant to Invitation to Bid (ITB) 2018-054-ZD, for Phase III Improvements from 25th to 41st Street; and

**WHEREAS,** subsequent to the rejection of bids pursuant to ITB 2018-054-ZD, staff has worked with the Engineer of Record and FDOT to value engineer the remaining portion of the Project and to provide for two (2) options, either for (1) the partial completion of the project up to 35th Street; or (2) the full completion of the project to 41st Street; and

**WHEREAS,** as part of these efforts, in May 2019 the City conducted Industry Review Meetings in an effort to assure that the City's approach to bidding the portion of the Project is in line with industry standards and best practices; staff met with eleven (11) vendors which yielded valuable insight and comments from the industry regarding the Project; and

**WHEREAS,** ITB No. 2019-231-KB, was issued on May 24, 2019, with a bid opening date of July 2, 2019; notices were issued to 1,130 companies and 120 prospective bidders accessed the advertised solicitation; and

**WHEREAS,** the notices resulted in the receipt of seven (7) responses from: American Pipeline Construction, LLC; Danz Contracting, LLC; David Mancini & Sons, Inc.; Lanzo Construction Co., Florida; Ric-Man Construction Florida, Inc.; Ric-Man Construction, Inc.; and Ric-Man International, Inc.; and

**WHEREAS,** in its due diligence, the Procurement Department verified that the lowest responsive bid submitted by Ric-Man Construction Florida, Inc. ("Ric-Man Construction Florida") met the requirements of the ITB; and

**WHEREAS,** Ric-Man Construction Florida has been deemed the lowest responsive and responsible bidder meeting all terms, conditions, and specifications of the ITB; and

**WHEREAS,** recently, the City Administration has been negotiating with FDOT for additional funding for the Project, via a second amendment to the DFA ("Second Amendment"). If the negotiations are successful, FDOT's maximum contribution will increase by $2.25 million to $28.25 million; and the City's required contribution will also increase by $2.25 million to $9,261,84; and

**WHEREAS,** after considering the bids received and the evaluation of staff, the City Manager recommends approval of the award of a contract to Ric-Man Construction Florida, Inc., the lowest responsive, responsible bidder to the ITB, in an amount not to exceed $13,636,984.00; further, the Administration recommends that the City Manager be authorized to negotiate and finalize the Second Amendment to the DFA with FDOT, and further authorize the Mayor and City Clerk to execute the Second Amendment upon conclusion of successful negotiations by the Administration; and further, the Administration recommends authorizing the Mayor and City Clerk to execute the contract with Ric-Man Construction Florida, Inc., subject to City's receipt of a written commitment from FDOT with regard to the cost share for the Second Amendment.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby accept the recommendation of the City Manager, pursuant to Invitation to Bid No. 2019-231-KB, for Phase III Improvements from 25th to 41st street; approving the award of a contract to Ric-Man Construction Florida, Inc., the lowest responsive, responsible bidder to the ITB, in an amount not to exceed $13,636,984.00; further, authorize the City Manager to negotiate and finalize a second amendment to the City's Department Funded Agreement ("DFA") with the Florida Department Of Transportation ("FDOT"), with respect to the sharing of costs for the scope of

work awarded for the Project ("Second Amendment"), and authorize the Mayor and City Clerk to execute the Second Amendment upon conclusion of successful negotiations by the Administration and form approval by the City Attorney; further, authorize the Mayor and City Clerk to execute the contract with Ric-man Construction Florida, Inc., contingent upon City's receipt of a written commitment from FDOT with respect to the cost share for the Second Amendment.

**PASSED AND ADOPTED** this _____ day of _____2019.

**ATTEST:**

_____ _____

**RAFAEL E. GRANADO, CITY CLERK** **DAN GELBER, MAYOR**

T:\Agenda\2019\07 July 31\Procurement\ITB 2019-231-KB Indian Creek\ITB 2019-231-KB - Resolution DRAFT.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney RAP Date 7/25/19

MIAMI BEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2019-122-WG, FOR SPONSORSHIP AND NAMING RIGHTS CONSULTING SERVICES.

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## RECOMMENDATION

Adopt the resolution accepting the recommendation of the City Manager, pursuant to Request for Qualifications (RFQ) No. 2019-122-WG, for sponsorship and naming rights consulting services.

## ANALYSIS

The City is interested in seeking to increase revenue generation through the strategic identification, cultivation, and solicitation of additional sponsorship and naming rights opportunities. As a result, the City is interested in engaging a consultant(s) to explore and assist with the desired goals for sponsorship and naming rights opportunities.

Corporate sponsorship and naming rights are the process of linking complimentary corporate brands for mutual benefit with business partners whose corporate missions are consistent with those of the City of Miami Beach (the "City"). For the business, benefit is typically some form of advertising, public relations or facility naming rights. While the business gains financially by marketing advantage and/or customer loyalty enhancement, the advantage to the City is primarily financial. Corporations will pay the City for the ability to use or link with our City image and identity.

These marketing programs rise from the natural partnerships between city governments and the local, regional and national businesses they host and interact with in the daily course of business. Corporate sponsorship and naming rights programs have emerged as a financially viable, ethically appropriate and aesthetically acceptable municipal financing tool. As a world-class resort city, the City of Miami Beach is especially well positioned to implement this now well-established model for generating additional revenue.

## RFQ PROCESS

On February 13, 2019 the Mayor and City Commission approved the issuance of RFQ 2019-

122-WG for Sponsorship and Naming Rights Consulting Services. On February 14, 2019, the RFQ was issued. A voluntary pre-proposal conference to provide information to proposers submitting a response was held on March 12, 2019. Two addenda were issued. The Procurement Department issued bid notices to 1022 companies utilizing www.publicpurchase.com website. 66 prospective bidders accessed the advertised solicitation. RFQ responses were due and received on April 12, 2019.

The City received proposals in response to the RFQ from the following four (4) firms: Fig Solutions; Global Spectrum L.P. dba Spectra Partnerships; Siinc LLC dba Siinc Agency; and The Superlative Group.

On February 13, 2019, the City Commission approved the City Manager appointed Evaluation Committee. The Evaluation Committee convened on June 24, 2019, to consider proposals received. The Committee was comprised of Tonya Daniels, Director, Office of Communications, City of Miami Beach Monica Beltran, Assistant Director, Parking Department, City of Miami Beach Matt Kenny, Director, Tourism & Culture Department, City of Miami Beach Tameka Otto-Stewart, Director, Budget and Performance Improvement, City of Miami Beach and Margarita Kruyff, Assistant Director, Environmental and Sustainability Department, City of Miami Beach. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided with general information on the scope of services and a copy of each proposal. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ.

The evaluation process resulted in the ranking of proposers indicated in Attachment A, in the following order:

<u>Group I Corporate Sponsorship</u>
First Ranked – Global Spectrum LP DBA Spectra Partnerships
Second Ranked – The Superlative Group
Third Ranked – Siinc LLC DBA Siinc Agency
Fourth Ranked – Fig Solutions

<u>Group II Naming Rights</u>
First Ranked – Global Spectrum LP DBA Spectra Partnerships
Second Ranked – The Superlative Group
Third Ranked – Siinc LLC DBA Siinc Agency
Fourth Ranked – Fig Solutions

The following are brief bios of the first and second ranked firms based on the information contained in each firm's proposal.

<u>Global Spectrum LP DBA Spectra Partnerships</u>
Spectra Partnerships is a leader in sales representation, strategic consulting, and analytics for sports and entertainment properties across North America. Their experienced sales team drives revenue for their clients and their properties via the marketing and sale of naming rights, corporate partnerships, advertising, premium seating, and hospitality.

As an industry expert, their Partnership division provides marketing and sales services for municipalities, convention centers, stadiums, arenas and other entertainment venues. They

currently support 120 client properties while generating over $70M in sales. They believe that they are uniquely qualified to provide the services requested by the City based on the competitive advantages of Spectra.

Spectra proudly manages the Miami Beach Convention Center, which equips them with both an emotional investment in the community and familiarity of the market and venue; and that as a result, this will expedite the sales cycle. Throughout their management of the Miami Beach Convention Center, Spectra has been providing oversight during the venues' recent $620 million renovation which is expected to not only improve sales and booking for the convention center, but also impact room nights and tourism in the Miami-Dade area.

The Superlative Group

The Superlative Group are extremely focused on selling naming rights and sponsorships. Their team of sales executives have more than $2 billion worth of experience closing sponsorships, large and small. Their Total Campaign Management includes planning, prospecting, negotiating, contracting and auditing.

Their firm has extensive experience selling Naming Rights, Pouring Rights, Sponsorships, Premium Seating and Licensing for similarly situated entities throughout the United States. In particular, they have experience with southern Florida, which includes previous work with the City of Miami Beach.

**CONCLUSION**

I have reviewed the submittals and the results of the Evaluation Committee process. In doing so, I note Spectra Partnerships has received unanimous top-ranking for both Group I (Corporate Sponsorships) and Group II (Naming Rights). Spectra has an extensive client list for which it has provided both naming rights and sponsorships. In addition to managing naming rights for nearly 30 properties in the last ten (10) years, Spectra has impressive credentials for sponsorship and advertising sales, currently supporting 120 client properties generating over $70 million in sales.

Another important benefit to Spectra's proposal is that it has offered to hire and dedicate a locally-based, full-time employee who will be committed to managing the City's engagement. In doing so, Spectra would assume the responsibilities of securing both cash donations and in-kind sponsorships for City events (ex. Fire on the Fourth, Youth Music Festival, Veterans Day, etc.), City programs (ex. SoundScape Cinema Series, Parks and Rec programs, etc.), and City initiatives (ex. City of Kindness, Recycling, Anti-Litter, etc.). It would also be my goal to have Spectra assist in securing additional revenue generated by selling advertising through City-owned platforms such as MB Magazine, MB Trolley, and parking meter receipts. The scope of work contemplated would include identifying and researching potential partners, prospecting, negotiating & securing funds or in-kind donations, assisting with activation implementation when appropriate as well as managing the partner relationships. This arrangement would allow the Office of Marketing & Communications to eliminate a full-time development coordinator position that is vacant.

Therefore, I recommend that the Mayor and City Commission approve the Resolution authorizing the Administration to enter into negotiations with Global Spectrum LP, DBA Spectra Partnerships, as the unanimous top ranked proposer for Group I - Naming Rights and Group II - Corporate Sponsorships; and, if unsuccessful in negotiating an agreement with Global Spectrum LP, DBA Spectra Partnerships, authorizing the administration to enter into

negotiations with The Superlative Group, as the second ranked proposer for Group I - Naming Rights and Group II - Corporate Sponsorships; and authorizing the Mayor and City Clerk to execute an agreement upon successful negotiations by the Administration.

**KEY INTENDED OUTCOMES SUPPORTED**

Ensure Expenditure Trends Are Sustainable Over The Long Term

**Legislative Tracking**

Marketing and Communications/Procurement

**ATTACHMENTS:**

**Description**

- Attachment A
- Resolution

| RFQ 2019-122-WG Group I Corporate Sponsorships | Tonya Daniels | | | Ranking | Monica Beltran | | | Ranking | Matt Kenny | | | Ranking | Margarita Kyruff | | | Ranking | Tameka Otto-Stewart | | | Ranking | Low Aggregate Totals | Ranking |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Qualitative | Quantitative | Subtotal | | Qualitative | Quantitative | Subtotal | | Qualitative | Quantitative | Subtotal | | Qualitative | Quantitative | Subtotal | | Qualitative | Quantitative | Subtotal | | | |
| Fig Solutions | 60 | 0 | 60 | 4 | 50 | 0 | 50 | 4 | 40 | 0 | 40 | 4 | 50 | 0 | 50 | 4 | 50 | 0 | 50 | 4 | 20 | **4** |
| Siinc LLC dba Siinc Agency | 80 | 0 | 80 | 3 | 78 | 0 | 78 | 3 | 60 | 0 | 60 | 3 | 95 | 0 | 95 | 2 | 70 | 0 | 70 | 3 | 14 | **3** |
| Global Spectrum LP dba Spectra Partnerships | 100 | 0 | 100 | 1 | 95 | 0 | 95 | 1 | 85 | 0 | 85 | 1 | 96 | 0 | 96 | 1 | 90 | 0 | 90 | 1 | 5 | **1** |
| The Superlative Group | 90 | 0 | 90 | 2 | 80 | 0 | 80 | 2 | 85 | 0 | 85 | 1 | 90 | 0 | 90 | 3 | 80 | 0 | 80 | 2 | 10 | **2** |

| RFQ 2019-122-WG Group II Naming Rights | Tonya Daniels | | | Ranking | Monica Beltran | | | Ranking | Matt Kenny | | | Ranking | Margarita Kyruff | | | Ranking | Tameka Otto-Stewart | | | Ranking | Low Aggregate Totals | Ranking |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Qualitative | Quantitative | Subtotal | | Qualitative | Quantitative | Subtotal | | Qualitative | Quantitative | Subtotal | | Qualitative | Quantitative | Subtotal | | Qualitative | Quantitative | Subtotal | | | |
| Fig Solutions | 50 | 0 | 50 | 4 | 50 | 0 | 50 | 4 | 40 | 0 | 40 | 4 | 40 | 0 | 40 | 4 | 50 | 0 | 50 | 4 | 20 | **4** |
| Siinc LLC dba Siinc Agency | 70 | 0 | 70 | 3 | 65 | 0 | 65 | 3 | 70 | 0 | 70 | 3 | 90 | 0 | 90 | 3 | 70 | 0 | 70 | 3 | 15 | **3** |
| Global Spectrum LP dba Spectra Partnerships | 100 | 0 | 100 | 1 | 98 | 0 | 98 | 1 | 90 | 0 | 90 | 1 | 100 | 0 | 100 | 1 | 95 | 0 | 95 | 1 | 5 | **1** |
| The Superlative Group | 85 | 0 | 85 | 2 | 85 | 0 | 85 | 2 | 80 | 0 | 80 | 2 | 95 | 0 | 95 | 2 | 80 | 0 | 80 | 2 | 10 | **2** |

| Quantitative Points | |
|---|---|
| Proposer | Veteran's Points Allocated (max 5 points) |
| Fig Solutions | 0 |
| Siinc LLC dba Siinc Agency | 0 |
| Global Spectum LP dba Spectra Partnerships | 0 |
| The Superlative Group | 0 |

**FOR DISPLAY PURPOSES ONLY. FINAL RANKING DOES NOT CONSTITUTE AN AWARD RECOMMENDATION.**

Resolution No. _____

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) 2019-122-WG FOR SPONSORSHIP AND NAMING RIGHTS CONSULTING SERVICES; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH GLOBAL SPECTRUM LP, D/B/A SPECTRA PARTNERSHIPS, AS THE TOP RANKED PROPOSER FOR GROUP I CORPORATE SPONSORSHIPS AND GROUP II NAMING RIGHTS; FURTHER, IF THE ADMINISTRATION IS NOT SUCESSFUL IN NEGOTIATING AN AGREEMENT WITH GLOBAL SPECTRUM LP, D/B/A SPECTRA PARTNERSHIPS, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE SUPERLATIVE GROUP, AS THE SECOND RANKED PROPOSER FOR GROUP I CORPORATE SPONSORSHIPS AND GROUP II NAMING RIGHTS; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON THE CONCLUSION OF SUCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.**

**WHEREAS,** on February 13, 2019 the Mayor and City Commission approved the issuance of RFQ 2019-122-WG for Sponsorship and Naming Rights Consulting Services; and

**WHEREAS,** on February 14, 2019, RFQ 2019-122-WG for Sponsorship and Naming Rights Consulting Services was issued; and

**WHEREAS**, on February 13, 2019, the City Manager appointed an Evaluation Committee, comprised of Tonya Daniels, Director, Office of Communications, Monica Beltran, Assistant Director, Parking Department, Matt Kenny, Director, Tourism & Culture Department, Tameka Otto-Stewart, Director, Budget and Performance Improvement, and Margarita Kruyff, Assistant Director, Environmental and Sustainability Department; and

**WHEREAS,** on April 12, 2019, the City received a total of four (4) proposals from the following firms: The Superlative Group; Siinc LLC, d/b/a Siinc Agency; Global Spectrum L.P. d/b/a Spectra Partnerships; and Fig Solutions; and

**WHEREAS,** the Committee convened on June 24, 2019, to consider the proposals received; and

**WHEREAS,** the Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law, as well as, general information on the scope of services and a copy of each proposal, and was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ; and

**WHEREAS,** the Committee's evaluation process resulted in the following order of ranking:

GROUP I Corporate Sponsorship
1st ranked: Global Spectrum LP, D/B/A Spectra Partnerships;
2nd ranked: The Superlative Group;
3rd ranked: Siinc LLC, D/B/A Siinc Agency; and
4th ranked: Fig Solutions; and

GROUP II Naming Rights
1st ranked: Global Spectrum LP, D/B/A Spectra Partnerships;
2nd ranked: The Superlative Group;
3rd ranked: Siinc LLC, D/B/A Siinc Agency; and
4th ranked: Fig Solutions; and

**WHEREAS,** upon considering both qualitative and quantitative factors, the City Manager recommends that the Mayor and City Commission authorize the Administration to enter into negotiations with Global Spectrum LP, D/B/A Spectra Partnerships, as the top ranked proposer for Group I Naming Rights and Group II Corporate Sponsorships; further, if unsuccessful in negotiating an agreement with Global Spectrum LP, D/B/A Spectra Partnerships, authorize the Administration to enter into negotiations with The Superlative Group, as the second ranked proposer for Group I Naming Rights and Group II Corporate Sponsorships.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Commission hereby accept the recommendation of the City Manager, pursuant to Request for Qualifications (RFQ) No. 2019-122-WG for Sponsorship and Naming Rights Consulting Services; authorize the Administration to enter into negotiations with Global Spectrum LP, D/B/A Spectra Partnerships, as the top ranked proposer for Group I Naming Rights and Group II Corporate Sponsorships; further, if the Administration is not successful in negotiating an agreement with Global Spectrum LP, D/B/A Spectra Partnerships, authorize the Administration to enter into negotiations with The Superlative Group, as the second ranked proposer for Group I Naming Rights and Group II Corporate Sponsorships; and further authorize the Mayor and City Clerk to execute an agreement upon the conclusion of successful negotiations by the Administration.

**PASSED AND ADOPTED** this _____ day of _____2019.

_____
Dan Gelber, Mayor

**ATTEST:**

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney RAP 7/2/19 Date

MIAMI BEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND ENDORSING A SISTER CITY AFFILIATION WITH THE CITY OF CASCAIS, PORTUGAL.

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**Legislative Tracking**
Office of the City Manager

**ATTACHMENTS:**

**Description**

- Resolution

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND ENDORSING A SISTER CITY AFFILIATION WITH THE CITY OF CASCAIS, PORTUGAL.**

**WHEREAS,** Cascais, Portugal is a is a town located along the Portuguese coast and close to Lisbon; and

**WHEREAS,** Cascais is a traditional charming decorative 19th century town of historic architecture and modern tourist facilities, which also sports grand villas and lavish venues due to the Portuguese nobility having chosen this site for their summer residence; and

**WHEREAS,** Miami Beach, also being a coastal historic community has a lot in common with this seaside town; and

**WHEREAS,** this alliance would serve to stimulate economic, financial, entertainment and cultural exchanges between these cities.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby approve and endorse a sister city affiliation with the City of Cascais, Portugal.

**PASSED** and **ADOPTED** this ____ day of _____, 2019.

_____
Dan Gelber, Mayor

**ATTEST:**

_____
Rafael E. Granado, City Clerk

T:\AGENDA\2019\July 31\Cascais Sister City Affiliation_reso.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/24/19 Date

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATIONS OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE, AT ITS JUNE 28, 2019 MEETING, TO ORGANIZE A RESTAURANT CRAWL IN CONJUNCTION WITH NORTH BAY VILLAGE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE PRISM MUSIC GROUP, INC. FOR THE IMPLEMENTATION OF THE EVENT IN THE AMOUNT NOT TO EXCEED $20,000.

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## RECOMMENDATION

The Finance and Citywide Projects committee recommends approving a North Beach restaurant tasting in partnership with North Bay Village and authorizing the City Manager to negotiate with PRISM to design and implement such a program.

## ANALYSIS

At the direction of the Finance and Citywide Projects Committee, the Economic Development department engaged with the Greater Miami Conventions Bureau (GMCVB) to explore the creation of a restaurant crawl in the North Beach and North Bay Village area. The GMCVB already has an established program called Miami Spice that showcases the very best of Greater Miami and the Beaches diverse cuisine featuring three course meals at the top eateries in the region at a set price during the months of August and September. Currently, there are three North Beach and one North Bay Village restaurants participating in the Miami Spice program. Any other restaurants who want to be part of the program must be members of the GMCVB and pay a fee to participate in Miami Spice. Furthermore, staff looked at local and national restaurant crawl/tasting best practices to explore what may work best in North Beach.

As a follow up, the Economic Development department held a conference call with PRISM Creative Group to see if they were interested in partnering with the City to hold a restaurant tasting. PRISM is a local branding and marketing firm that specializes in strengthening small business growth, elevating the unique narrative of a neighborhood in creative placemaking, site-specific programming and experimental community events that elevate quality of life and collective consciousness.

PRISM has been retained by other municipalities including the cities of Miami, Doral, Coral Gables, and Miami Dade County to activate underutilized public spaces, community building and branding. They have provided similar services and activations in Lummus Park and the Rue Vendome areas of the city. Because of the PRISM's proven track record of working with the city and producing successful events, staff recommends negotiating with PRISM to create and organize a restaurant tasting that includes storytelling and promotion, entertainment, logistics and other programming for the restaurant tasting initiative for an amount not to exceed $20,000.

**CONCLUSION**

The FCWPC recommends hosting a restaurant tasting in partnership with North Bay Village. Staff recommends that, if the City Commission approves the FCWPC recommendation, then authorize the City Manager to negotiate with PRISM to handle logistics and promotions in an amount not to exceed $20,000 from the general fund citywide contingency.

**Legislative Tracking**

Economic Development

**Sponsor**

Vice-Mayor Ricky Arriola

**ATTACHMENTS:**

**Description**

- Resolution

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATIONS OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE, AT ITS JUNE 28, 2019 MEETING, TO ORGANIZE A RESTAURANT CRAWL IN CONJUNCTION WITH NORTH BAY VILLAGE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE PRISM MUSIC GROUP, INC FOR THE IMPLEMENTATION OF THE EVENT IN THE AMOUNT NOT TO EXCEED $20,000.**

**WHEREAS,** at the June 28th, 2019 Finance and Citywide Project Committee (FCWPC) meeting, during the discussion regarding the annexation of the City of North Bay Village, the FCWPC passed a motion, directing City staff to initiate a plan to activate a restaurant crawl in North Beach in conjunction with the City of North Bay Village; and

**WHEREAS**, the goal of this restaurant tasting event is to increase visibility of local businesses in the North Beach and North Bay Village area and provide locals and visitors with an opportunity to sample restaurants within the area at special prices or free of charge; and

**WHEREAS**, the Greater Miami Conventions and Visitor's Bureau (GMCVB) has a similar program called Miami Spice that showcases the very best of Greater Miami and the Beaches' diverse cuisine, featuring three course meals at the top eateries in the region at a set price during the months of August and September; and

**WHEREAS,** currently, there are three North Beach and one North Bay Village restaurants that are participating in the Miami Spice Program; and

**WHEREAS,** any other restaurants who want to participate must be members of the GMCVB and pay a fee; and

**WHEREAS**, the City's Economic Development Department explored best practices for restaurant tasting and consulted with The Prism Music Group, Inc. (PRISM), who specializes in organizing such events; and

**WHEREAS**, PRISM has been retained by other municipalities, including the City of Miami Beach, who has contracted with PRISM to successfully activate underutilized public spaces, such as Lummus Park and the Rue Vendome area; and

**WHEREAS**, City staff recommends accepting the recommendation of the FCWPC and authorizing the City Manager to execute an agreement with PRISM to implement a restaurant crawl in the North Beach area in the amount not to exceed $20,000.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Commission hereby accept the recommendation of the Finance and Citywide Projects Committee, at its June 28th 2019 meeting, to organize a restaurant crawl in conjunction with North Bay Village; and authorize the City Manager to execute an agreement with The Prism Music Group, Inc. for the implementation of the event in the amount not to exceed $20,000.

**PASSED** and **ADOPTED** this 31th day of July 2019.

Mayor Dan Gelber

**ATTEST:**

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/29/19 Date

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE STATEWIDE MUTUAL AID AGREEMENT WHICH EMPOWERS THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, AND PARTICIPATING POLITICAL SUBDIVISIONS, TO COORDINATE AND PROVIDE RECIPROCAL EMERGENCY AID AND ASSISTANCE IN THE EVENT OF A DISASTER OR EMERGENCY.

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## RECOMMENDATION

That the City Manager and City Clerk execute the State Mutual Aid Agreement to include the City of Miami Beach.

## ANALYSIS

The State Mutual Aid Agreement (SMAA) was updated and distributed to all counties in the State of Florida. The updated version, now known as the 2018 SMAA, was signed last week by the Miami-Dade County Board of County Commissioners. All municipalities, colleges, universities, special districts and Native American Tribes within the County are required to sign the 2018 SMAA so that all jurisdictions are operating under the same agreement.

The Emergency Management Act, in Florida Statutes Chapter 252, provides that each local government enter into mutual aid agreements within the State for reciprocal emergency aid and assistance in cases of escalating emergencies that strain existing resources and personnel. The SMAA ensures timely reimbursement of the costs incurred by the local governments who render such assistance.

The 2018 update includes several new provisions, including:

- No declaration of a state of emergency is needed for agreements to be activated. This allows for a formal mutual aid process for Florida entities to use for smaller events.

- The requesting entity agrees to reimburse the assisting party per the terms in the SMAA. If reimbursement terms vary from the provisions of the SMAA, signatures from both parties are required on supplemental Form B prior to the assistance being rendered.

· The SMAA automatically renews each year; only the contact information needs to be updated on the supplemental Form C each year.

**CONCLUSION**

The Administration recommends that the Mayor and Commission authorize the SMAA on behalf of the City of Miami Beach.

**KEY INTENDED OUTCOMES SUPPORTED**

Enhance Public Safety and Emergency Preparedness

**FINANCIAL INFORMATION**

N/A

**Legislative Tracking**

Emergency Management

**ATTACHMENTS:**

**Description**

- SMAA - Resolution
- Memo - SMAA 2019
- State Mutual Aid Agreement (unsigned)

**RESOLUTION NO. 2019- _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE STATEWIDE MUTUAL AID AGREEMENT WHICH EMPOWERS THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, AND PARTICIPATING POLITICAL SUBDIVISIONS, TO COORDINATE AND PROVIDE RECIPROCAL EMERGENCY AID AND ASSISTANCE IN THE EVENT OF A DISASTER OR EMERGENCY.**

**WHEREAS**, it is the responsibility of the respective governments of the City of Miami Beach and the various political subdivisions of the State of Florida, to ensure the public safety of their citizens by providing an adequate level of critical services to address disasters and emergency situations; and

**WHEREAS**, the City of Miami Beach, and the State of Florida, are geographically vulnerable to hurricanes, flooding, tornadoes, sinkholes and other natural disasters which may cause severe disruption of essential human services, and extensive property damage to public roadways, utilities, buildings, parks and other government-owned facilities; and

**WHEREAS,** there is also an existing and continuing possibility of the occurrence of technological or civil emergencies, or other disasters (acts of terrorism, transportation accidents, large-scale hazardous material spills or leaks, etc.) which are, or are likely to be, beyond the capability of the personnel, services, equipment or facilities of the City of Miami Beach; and

**WHEREAS**, it is necessary to ensure that the City of Miami Beach will have sufficient resources to address any natural, technological or civil emergency to protect the welfare and safety of the people and property of the City of Miami Beach, and assist other participating political subdivisions within the State of Florida; and

**WHEREAS**, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the State of Florida and its political subdivisions to enter into mutual aid agreements for reciprocal emergency aid and assistance in the event of an emergency or disaster too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local government(s) which render such assistance; and

**WHEREAS**, the Statewide Mutual Aid Agreement (the "Agreement") will enable the City of Miami Beach to request and receive emergency aid and assistance from the State of Florida and participating local governments to address any major disaster or emergency which occurs in the City of Miami Beach; and furthermore, the Agreement will enable the City of Miami Beach to provide emergency aid and assistance, and

receive timely reimbursement, when such emergency or disaster occurs within the territorial jurisdiction of another participating party to the Agreement.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, hereby authorizing the City Manager and City Clerk to execute the Statewide Mutual Aid Agreement which empowers the State of Florida, Division of Emergency Management, and participating political subdivisions, to coordinate and provide reciprocal emergency aid and assistance in the event of a disaster or emergency.

**PASSED and ADOPTED** this _____day of _____, 2019.

**ATTEST:**

_____
Dan Gelber, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney MAF 7/24/19 Date

MIAMIBEACH

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

# COMMISSION MEMORANDUM

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 17, 2019

SUBJECT: **REQUEST FOR APPROVAL TO EXECUTE THE STATE MUTUAL AID AGREEMENT.**

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## ADMINISTRATION RECOMMENDATION

Authorize the City Clerk and City Attorney to execute the State Mutual Aid Agreement (SMAA)

## BACKGROUND

The State Mutual Aid Agreement (SMAA) was updated and distributed to all counties in the State of Florida. The updated version, now known as the 2018 SMAA, was signed last week by the Miami-Dade County Board of County Commissioners. All municipalities, colleges, universities, special districts and Native American Tribes within the County are required to sign the 2018 SMAA so that all jurisdictions are operating under the same agreement.

The Emergency Management Act, in Florida Statutes Chapter 252, provides that each local government enter into mutual aid agreements within the State for reciprocal emergency aid and assistance in cases of escalating emergencies that strain existing resources and personnel. The SMAA ensures timely reimbursement of the costs incurred by the local governments who render such assistance.

The 2018 update includes several new provisions, including:

- No declaration of a state of emergency is needed for agreements to be activated. This allows for a formal mutual aid process for Florida entities to use for smaller events.

- The requesting entity agrees to reimburse the assisting party per the terms in the SMAA. If reimbursement terms vary from the provisions of the SMAA, signatures from both parties are required on supplemental Form B prior to the assistance being rendered.

- The SMAA automatically renews each year; only the contact information needs to be updated on the supplemental Form C each year.

## CONCLUSION

The Administration recommends that the Mayor and Commission authorize the SMAA on behalf of the City of Miami Beach.

STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

**RON DESANTIS**
Governor

**JARED MOSKOWITZ**
Director

## STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

### ARTICLE I.

**Definitions.** As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Division of Emergency Management

C. The "Participating Parties" to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The "Requesting Parties" to this Agreement are Participating Parties who request assistance during an emergency.

E. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The "State Coordinating Officer" is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes**,** regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An "educational district" is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A "local government" is any educational district or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

**ARTICLE II.**

**Applicability of the Agreement.** A Participating Party may request assistance under this Agreement for a "major" or "catastrophic disaster" as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a "minor" disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a "minor disaster" or other such emergencies.

**ARTICLE III**.

**Invocation of the Agreement.** In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

**ARTICLE IV.**

**Responsibilities of Requesting Parties.** To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

**ARTICLE V.**

**Responsibilities of Assisting Parties.** Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

**ARTICLE VI.**

**Rendition of Assistance.** After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

**ARTICLE VII.**

**Procedures for Reimbursement.** Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

**ARTICLE VIII.**

**Costs Eligible for Reimbursement.** The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

**ARTICLE IX.**

**Insurance.** Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

**ARTICLE X.**

**General Requirements.** Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

**ARTICLE XI**.

**Effect of Agreement.** Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

**ARTICLE XII.**

**Interpretation and Application of Agreement**. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.***

**IN WITNESS WHEREOF**, the Participating Parties have duly executed this Agreement on the date specified below:

**FOR ADOPTION BY A COUNTY**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

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ATTEST:
CLERK OF THE CIRCUIT COURT

By:_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF_____COUNTY,
STATE OF FLORIDA

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
County Attorney

**FOR ADOPTION BY A CITY**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

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ATTEST:
CITY CLERK

By:_____

Title:_____

CITY OF _____
STATE OF FLORIDA

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
City Attorney

**FOR ADOPTION BY AN EDUCATIONAL DISTRICT**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

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_____

_____ SCHOOL DISTRICT,
STATE OF FLORIDA

By:_____ By: _____

Title:_____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

**FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

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ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

**FOR ADOPTION BY A SPECIAL DISTRICT**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

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_____

_____ SPECIAL DISTRICT,
STATE OF FLORIDA

By:_____ By: _____

Title:_____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

**FOR ADOPTION BY AN AUTHORITY**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

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ATTEST:

By: _____
Clerk

BOARD OF TRUSTEES OF

_____
AUTHORITY, STATE OF FLORIDA

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

**FOR ADOPTION BY A NATIVE AMERICAN TRIBE**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

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ATTEST:

By:_____
Council Clerk

TRIBAL COUNCIL OF THE
_____
TRIBE OF FLORIDA

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Council

**FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

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_____
COMMUNITY DEVELOPMENT DISTRICT,
STATE OF FLORIDA

By:_____ By: _____

Title:_____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

Date: _____

# FORM C

## CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: _____

Mailing Address: _____

_____

**Authorized Representative Contact Information**

Primary Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

1st Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

2nd Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

******PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR******

**SAMPLE AUTHORIZING RESOLUTION**
**FOR ADOPTION OF**
**STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____ _____that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____on_____.

BY: _____

TITLE: _____

DATE: _____

Attachment 1

**STATEWIDE MUTUAL AID AGREEMENT**
**Type or print all information except signatures**
**Form B**

**PART I**

**TO BE COMPLETED BY THE REQUESTING PARTY**

| | | | | | |
|---|---|---|---|---|---|
| Date: | | Time: | HRS (local) | | Mission No: |
| Point of Contact: | | Telephone No: | | E-mail address: | |
| Requesting Party: | | Assisting Party: | | | |
| Incident Requiring Assistance: | | | | | |
| Type of Assistance/Resources Needed (use Part IV for additional space) | | | | | |
| | | | | | |
| Date & Time Resources Needed: | | Location (address): | | | |
| Approximated Date/Time Resources Released: | | | | | |
| Authorized Official's Name: | | Signature: | | | |
| Title: | | Agency: | | | |

PART II

**TO BE COMPLETED BY THE ASSISTING PARTY**

| | | | | | |
|---|---|---|---|---|---|
| Contact Person: | | Telephone No: | | E-mail address: | |
| Type of Assistance Available: | | | | | |
| Date & Time Resources Available | | To: | | | |
| Location (address): | | | | | |
| Approximate Total cost for mission: | $ | | | | |
| Travel: $ | Personnel: $ | Equipment & Materials: $ | Contract Rental: $ | | |
| Logistics Required from Requesting Party Yes ☐ | (Provide information on attached Part IV) | No ☐ | | | |
| Authorized Official's Name: | | Title: | | | |
| Date: | Signature: | | Local Mission No: | | |

**PART III**

**TO BE COMPLETED BY THE REQUESTING PARTY**

| | | | |
|---|---|---|---|
| Authorized Official's Name: | | Title: | |
| Signature: | | Agency: | |

**PART IV**

**STATEWIDE MUTUAL AID AGREEMENT**
**Type or print all information except signatures**
**Form B (continued)**

**MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION**

**FEMA's SCHEDULE OF EQUIPMENT RATES**

**DEPARTMENT OF HOMELAND SECURITY**
**FEDERAL EMERGENCY MANAGEMENT AGENCY**
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472

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The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER SEPTMBER 1, 2017.

| FEMA Code ID | | Equipment Description | | | | | |
|---|---|---|---|---|---|---|---|
| Cost Code | Equipment | Specifications | Capacity or Size | HP | Notes | Unit | 2017 Rate |
| 8010 | Air Compressor | Air Delivery | 41 CFM | to 10 | Hoses included. | hour | $1.51 |
| 8011 | Air Compressor | Air Delivery | 103 CFM | to 30 | Hoses included. | hour | $8.84 |
| 8012 | Air Compressor | Air Delivery | 130 CFM | to 50 | Hoses included. | hour | $11.14 |
| 8013 | Air Compressor | Air Delivery | 175 CFM | to 90 | Hoses included. | hour | $18.39 |
| 8014 | Air Compressor | Air Delivery | 400 CFM | to 145 | Hoses included. | hour | $30.47 |
| 8015 | Air Compressor | Air Delivery | 575 CFM | to 230 | Hoses included. | hour | $48.71 |
| 8016 | Air Compressor | Air Delivery | 1100 CFM | to 355 | Hoses included. | hour | $92.88 |
| 8017 | Air Compressor | Air Delivery | 1600 CFM | to 500 | Hoses included. | hour | $96.96 |
| 8040 | Ambulance | | | to 150 | | hour | $28.00 |
| 8041 | Ambulance | | | to 210 | | hour | $40.50 |
| 8050 | Board, Arrow | | | to 8 | Trailer Mounted. | hour | $4.43 |
| 8051 | Board, Message | | | to 5 | Trailer Mounted. | hour | $11.61 |
| 8060 | Auger, Portable | Hole Diameter | 16 In | to 6 | | hour | $2.14 |
| 8061 | Auger, Portable | Hole Diameter | 18 In | to 13 | | hour | $4.30 |
| 8062 | Auger, Tractor Mntd | Max. Auger Diameter | 36 In | to 13 | Includes digger, boom and mounting hardware. | hour | $3.16 |
| 8063 | Auger, Truck Mntd | Max. Auger Size | 24 In | to 100 | mounting hardware. Add this rate to tractor rate for total | hour | $34.28 |
| 8064 | Hydraulic Post Driver | | | | | hour | $35.10 |
| 8065 | Auger | Horizontal Directional Boring Machine | 250 X 100 | 300 | DD-140B YR-2003 | hour | $169.40 |
| 8066 | Auger | Horizontal Directional Boring Machine | 50 X 100 | | | hour | $31.95 |
| 8067 | Auger, Directional Boring Machine | Auger, Directional Boring Machine | | | | hour | $36.97 |
| 8070 | Automobile | | | to 130 | Transporting people. | mile | **$0.535** |
| 8071 | Automobile | | | to 130 | Transporting cargo. | hour | $12.32 |
| 8072 | Automobile, Police | | | to 250 | Patrolling. | mile | **$0.535** |
| 8073 | Automobile, Police | | | to 250 | Stationary with engine running. | hour | $15.69 |
| 8075 | Motorcycle, Police | | | | | mile | **$0.505** |
| **8076** | Automibile - Chevy Trailblazer | 6 or 8 cl | | 285 to 300 | | hour | $22.00 |
| **8077** | Automobile - Ford Expedition | Fire Command Center | | | | hour | $19.00 |
| 8080 | All Terrain Vehicle (ATV) | Engine 110cc, 4-Wheel; 20" tyre | | 6.5-7.5 | | hour | $8.20 |
| 8081 | All Terrain Vehicle (ATV) | Engine 125cc, 4-Wheel; 21" tyre | | 7.6-8.6 | | hour | $8.50 |
| 8082 | All Terrain Vehicle (ATV) | Engine 150cc, 4-Wheel; 22" tyre | | 9.0-10.0 | | hour | $8.51 |
| 8083 | All Terrain Vehicle (ATV) | Engine 200cc, 4-Wheel; 24" tyre | | 12-14.0 | | hour | $9.00 |
| 8084 | All Terrain Vehicle (ATV) | Engine 250cc, 4-Wheel; 24" tyre | | 15-17 | | hour | $9.40 |

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|---|---|---|---|---|---|---|---|
| 8085 | All Terrain Vehicle (ATV) | Engine 300cc, 4-Wheel; 24" tyre | | 18-20 | | hour | $10.20 |
| 8086 | All Terrain Vehicle (ATV) | Engine 400cc. 4-Wheel; 25" tyre | | 26-28 | | hour | $11.64 |
| 8087 | All Terrain Vehicle (ATV) | Engine 450cc, 4-Wheel; 25" tyre | | 26-28 | | hour | $12.40 |
| 8088 | All Terrain Vehicle (ATV) | Engine 650cc, 4-Wheel; 25" tyre | | 38-40 | | hour | $13.20 |
| 8089 | All Terrain Vehicle (ATV) | Engine 750cc, 4-Wheel; 25" tyre | | 44-46 | | hour | $14.00 |
| 8110 | Barge, Deck | Size | 50'x35'x7.25' | | | hour | $49.10 |
| 8111 | Barge, Deck | Size | 50'x35'x9' | | | hour | $58.70 |
| 8112 | Barge, Deck | Size | 120'x45'x10' | | | hour | $109.50 |
| 8113 | Barge, Deck | Size | 160'x45'x11" | | | hour | $133.75 |
| 8120 | Boat, Tow | Size | 55'x20'x5' | to 870 | Steel. | hour | $317.54 |
| 8121 | Boat, Tow | Size | 60'x21'x5' | to 1050 | Steel. | hour | $358.65 |
| 8122 | Boat, Tow | Size | 70'x30'x7.5' | to 1350 | Steel. | hour | $569.00 |
| 8123 | Boat, Tow | Size | 120'x34'x8' | to 2000 | Steel. | hour | $1,094.24 |
| 8124 | Airboat | 815AGIS Airboat w/spray unit | 15'x8' | 400 | | hour | $31.00 |
| 8125 | Airboat | 815AGIS Airboat w/spray unit | 15'x8' | 425 | | hour | $31.95 |
| 8126 | Swamp Buggy | Conquest | | 360 | | hour | $39.25 |
| 8129 | Compactor -2-Ton Pavement Roller | 2 ton | | | | hour | $28.25 |
| 8130 | Boat, Row | | | | Heavy duty. | hour | $1.44 |
| 8131 | Boat, Runabout | Size | 13'x5' | to 50 | Outboard. | hour | $12.00 |
| 8132 | Boat, Tender | Size | 14'x7' | to 100 | Inboard with 360 degree drive. | hour | $16.50 |
| 8133 | Boat, Push | Size | 45'x21'x6' | to 435 | Flat hull. | hour | $217.20 |
| 8134 | Boat, Push | Size | 54'x21'x6' | to 525 | Flat hull. | hour | $267.35 |
| 8135 | Boat, Push | Size | 58'x24'x7.5' | to 705 | Flat hull. | hour | $325.35 |
| 8136 | Boat, Push | Size | 64'x25'x8' | to 870 | Flat hull. | hour | $358.50 |
| 8140 | Boat, Tug | Length | 16 Ft | to 100 | | hour | $42.60 |
| 8141 | Boat, Tug | Length | 18 Ft | to 175 | | hour | $62.55 |
| 8142 | Boat, Tug | Length | 26 Ft | to 250 | | hour | $78.95 |
| 8143 | Boat, Tug | Length | 40 Ft | to 380 | | hour | $196.50 |
| 8144 | Boat, Tug | Length | 51 Ft | to 700 | | hour | $271.85 |
| 8147 | Boat, Inflatable Rescue Raft | Zodiac | | | | hour | $1.10 |
| 8148 | Boat, Runabout | 1544 lbs | 11 passenger capacity | 190-250 | | hour | $62.55 |
| 8149 | Boat, removable engine | 2000 Johnson Outboard Motor w 15" shaft | | 15 | | hour | $1.50 |
| 8150 | Broom, Pavement | Broom Length | 72 In | to 35 | | hour | $24.50 |
| 8151 | Broom, Pavement | Broom Length | 96 In | to 100 | | hour | $27.60 |
| 8153 | Broom, Pavement, Mntd | Broom Length | 72 In | to 18 | Add Prime Mover cost for total rate | hour | $6.20 |
| 8154 | Broom, Pavement, Pull | Broom Length | 84 In | to 20 | Add Prime Mover cost for total rate | hour | $20.77 |
| 8157 | Sweeper, Pavement | | | to 110 | | hour | $76.70 |
| 8158 | Sweeper, Pavement | | | to 230 | | hour | $96.80 |
| 8180 | Bus | | | to 150 | | hour | $20.95 |
| 8181 | Bus | | | to 210 | | hour | $25.45 |
| 8182 | Bus | | | to 300 | | hour | $38.35 |
| 8183 | Blower | Gasoline powered Toro Pro Force | | 27 | | hour | $15.37 |
| **8184** | Back-Pack Blower | | | to 4.4 | | hour | $1.50 |
| **8185** | Walk-Behind Blower | | | 13 | | hour | $6.50 |
| **8187** | Chainsaw | 20" Bar, 3.0 cu in | | | | hour | $1.40 |
| **8188** | Chainsaw | 20" Bar 5.0 cu in | | | | hour | $2.45 |
| **8189** | Chainsaw | 20" Bar 6.0 cu in | | | | hour | $2.65 |
| 8190 | Chain Saw | Bar Length | 16 In | | | hour | $1.70 |
| 8191 | Chain Saw | Bar Length | 25 In | | | hour | $3.45 |
| 8192 | Chain Saw, Pole | Bar Size | 18 In | | | hour | $1.25 |
| 8193 | Skidder | model 748 E | | to 173 | | hour | $52.70 |
| 8194 | Skidder | model 648 G11 | | to 177 | | hour | $104.30 |
| 8195 | Cutter, Brush | Cutter Size | 8 ft | to 150 | | hour | $115.35 |
| 8196 | Cutter, Brush | Cutter Size | 8 ft | to 190 | | hour | $129.35 |
| 8197 | Cutter, Brush | Cutter Size | 10 ft | to 245 | | hour | $136.30 |

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|---|---|---|---|---|---|---|---|
| 8198 | Bruncher Cutter | Cutter, Brush - 247 hp, 1997 Model 511 Feller | | to 247 | | hour | $187.75 |
| 8199 | Log Trailer | 40 ft | | | | hour | $9.90 |
| 8200 | Chipper, Brush | Chipping Capacity | 6 In | to 35 | Trailer Mounted. | hour | $8.60 |
| 8201 | Chipper, Brush | Chipping Capacity | 9 In | to 65 | Trailer Mounted. | hour | $16.86 |
| 8202 | Chipper, Brush | Chipping Capacity | 12 In | to 100 | Trailer Mounted. | hour | $24.31 |
| 8203 | Chipper, Brush | Chipping Capacity | 15 In | to 125 | Trailer Mounted. | hour | $35.00 |
| 8204 | Chipper, Brush | Chipping Capacity | 18 In | to 200 | Trailer Mounted. | hour | $50.10 |
| 8208 | Loader - Tractor - Knuckleboom | model Barko 595 ML | | to 173 | | hour | $161.89 |
| 8209 | Loader - Wheel | model 210 w/ Buck Saw 50 inch Bar | | to 240 | | hour | $97.00 |
| 8210 | Clamshell & Dragline, Crawler | | 149,999 lbs | to 235 | Bucket not included in rate. | hour | $127.40 |
| 8211 | Clamshell & Dragline, Crawler | | 250,000 lbs | to 520 | Bucket not included in rate. | hour | $166.20 |
| 8212 | Clamshell & Dragline, Truck | | | to 240 | Bucket not included in rate. | hour | $145.00 |
| 8220 | Compactor | | | to 10 | | hour | $15.10 |
| 8221 | Compactor, towed, Vibratory Drum | | | to 45 | | hour | $31.70 |
| 8222 | Compactor, Vibratory, Drum | | | to 75 | | hour | $22.30 |
| 8223 | Compactor, pneumatic, wheel | | | to 100 | | hour | $26.00 |
| 8225 | Compactor, Sanitation | | | to 300 | | hour | $92.75 |
| 8226 | Compactor, Sanitation | | | to 400 | | hour | $152.30 |
| 8227 | Compactor, Sanitation | | | 535 | | hour | $249.75 |
| 8228 | Compactor, towed, Pneumatic, Wheel | | 10000 lbs | | Include prime mover rate | hour | $17.00 |
| 8229 | Compactor, towed, Drum Static | | 20000 lbs | | Include prime mover rate | hour | $15.80 |
| 8240 | Feeder, Grizzly | | | to 35 | | hour | $22.20 |
| 8241 | Feeder, Grizzly | | | to 55 | | hour | $32.45 |
| 8242 | Feeder, Grizzly | | | to 75 | | hour | $64.25 |
| 8250 | Dozer, Crawler | | | to 75 | | hour | $51.30 |
| 8251 | Dozer, Crawler | | | to 105 | | hour | $38.30 |
| 8252 | Dozer, Crawler | | | to 160 | | hour | $93.74 |
| 8253 | Dozer, Crawler | | | to 250 | | hour | $149.75 |
| 8254 | Dozer, Crawler | | | to 360 | | hour | $201.10 |
| 8255 | Dozer, Crawler | | | to 565 | | hour | $311.80 |
| 8256 | Dozer, Crawler | | | to 850 | | hour | $294.10 |
| 8260 | Dozer, Wheel | | | to 300 | | hour | $61.00 |
| 8261 | Dozer, Wheel | | | to 400 | | hour | $94.10 |
| 8262 | Dozer, Wheel | | | to 500 | | hour | $178.65 |
| 8263 | Dozer, Wheel | | | to 625 | | hour | $239.60 |
| 8269 | Box Scraper | 3 hitch attach for tractor; 2007 Befco | | | | hour | $3.50 |
| 8270 | Bucket, Clamshell | Capacity | 1.0 CY | | Includes teeth. Does not include Clamshell & Dragline | hour | $4.62 |
| 8271 | Bucket, Clamshell | Capacity | 2.5 CY | | Includes teeth. Does not include Clamshell & Dragline | hour | $8.73 |
| 8272 | Bucket, Clamshell | Capacity | 5.0 CY | | Includes teeth. Does not include Clamshell & Dragline | hour | $13.10 |
| 8273 | Bucket, Clamshell | Capacity | 7.5 CY | | Includes teeth. Does not include Clamshell & Dragline | hour | $22.40 |
| 8275 | Bucket, Dragline | Capacity | 2.0 CY | | Does not include Clamshell & Dragline | hour | $3.96 |
| 8276 | Bucket, Dragline | Capacity | 5.0 CY | | Does not include Clamshell & Dragline | hour | $9.90 |
| 8277 | Bucket, Dragline | Capacity | 10 CY | | Does not include Clamshell & Dragline | hour | $14.10 |
| 8278 | Bucket, Dragline | Capacity | 14 CY | | Does not include Clamshell & Dragline | hour | $18.65 |
| 8280 | Excavator, Hydraulic | Bucket Capacity | 0.5 CY | to 45 | Crawler, Truck & Wheel. Includes bucket. | hour | $18.00 |
| 8281 | Excavator, Hydraulic | Bucket Capacity | 1.0 CY | to 90 | Crawler, Truck & Wheel. Includes bucket. | hour | $34.20 |
| 8282 | Excavator, Hydraulic | Bucket Capacity | 1.5 CY | to 160 | Crawler, Truck & Wheel. Includes bucket. | hour | $52.70 |
| 8283 | Excavator, Hydraulic | Bucket Capacity | 2.5 CY | to 265 | Crawler, Truck & Wheel. Includes bucket. | hour | $153.00 |

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| 8284 | Excavator, Hydraulic | Bucket Capacity | 4.5 CY | to 420 | Crawler, Truck & Wheel. Includes bucket. | hour | $264.50 |
| 8285 | Excavator, Hydraulic | Bucket Capacity | 7.5 CY | to 650 | Crawler, Truck & Wheel. Includes bucket. | hour | $223.70 |
| 8286 | Excavator, Hydraulic | Bucket Capacity | 12 CY | to 1000 | Crawler, Truck & Wheel. Includes bucket. | hour | $455.00 |
| 8287 | Excavator | 2007 model Gradall XL3100 III | | 184 | | hour | $105.46 |
| 8288 | Excavator | 2003 model Gradall XL4100 III | | 238 | | hour | $113.20 |
| 8289 | Excavator | 2006 model Gradall XL5100 | | 230 | | hour | $88.80 |
| 8290 | Trowel, Concrete | Diameter | 48 In | to 12 | | hour | $4.80 |
| 8300 | Fork Lift | Capacity | 6000 Lbs | to 60 | | hour | $13.00 |
| 8301 | Fork Lift | Capacity | 12000 Lbs | to 90 | | hour | $18.50 |
| 8302 | Fork Lift | Capacity | 18000 Lbs | to 140 | | hour | $24.00 |
| 8303 | Fork Lift | Capacity | 50000 Lbs | to 215 | | hour | $51.40 |
| 8306 | Fork Lift Material handler | Diesel, CAT TH360B | 6600-11500 gvwr lbs | 99.9 | | hour | $27.90 |
| 8307 | Fork Lift Material handler | Diesel, CAT TH460B | | 99.9 | | hour | $30.15 |
| 8308 | Fork Lift Material handler | Diesel, CAT TH560B | | 99.9 | | hour | $35.80 |
| 8309 | Fork Lift Accessory | 2003 ACS Paddle Fork | | | | hour | $3.46 |
| 8310 | Generator | Prime Output | 5.5 KW | to 10 | | hour | $3.35 |
| 8311 | Generator | Prime Output | 16 KW | to 25 | | hour | $7.45 |
| 8312 | Generator | Prime Output | 43 KW | to 65 | | hour | $15.00 |
| 8313 | Generator | Prime Output | 100 KW | to 125 | | hour | $34.95 |
| 8314 | Generator | Prime Output | 150 KW | to 240 | | hour | $50.00 |
| 8315 | Generator | Prime Output | 210 KW | to 300 | | hour | $62.45 |
| 8316 | Generator | Prime Output | 280 KW | to 400 | | hour | $80.40 |
| 8317 | Generator | Prime Output | 350 KW | to 500 | | hour | $90.50 |
| 8318 | Generator | Prime Output | 530 KW | to 750 | | hour | $153.30 |
| 8319 | Generator | Prime Output | 710 KW | to 1000 | | hour | $222.00 |
| 8320 | Generator | Prime Output | 1100 KW | to 1500 | Open | hour | $349.00 |
| 8321 | Generator | Prime Output | 2500 KW | to 3000 | | hour | $533.75 |
| 8322 | Generator | Prime Output | 1,000 KW | to 1645 | Enclosed | hour | $403.30 |
| 8323 | Generator | Prime Output | 1,500 KW | to 2500 | Enclosed | hour | $511.22 |
| 8324 | Generator | Prime Output | 1100KW | 2500 | Enclosed | hour | $495.80 |
| 8325 | Generator | Prime Output | 40KW | 60 | | hour | $14.80 |
| 8326 | Generator | Prime Output | 20KW | 40 | | hour | $13.32 |
| 8330 | Graders | Moldboard Size | 10 Ft | to 110 | Includes Rigid and Articulate equipment. | hour | $43.30 |
| 8331 | Graders | Moldboard Size | 12 Ft | to 150 | Includes Rigid and Articulate equipment. | hour | $46.50 |
| 8332 | Graders | Moldboard Size | 14 Ft | to 225 | Includes Rigid and Articulate equipment. | hour | $67.50 |
| 8350 | Hose, Discharge | Diameter | 3 In | | Per 25 foot length. Includes couplings. | hour | $0.15 |
| 8351 | Hose, Discharge | Diameter | 4 In | | Per 25 foot length. Includes couplings. | hour | $0.24 |
| 8352 | Hose, Discharge | Diameter | 6 In | | Per 25 foot length. Includes couplings. | hour | $0.60 |
| 8353 | Hose, Discharge | Diameter | 8 In | | Per 25 foot length. Includes couplings. | hour | $0.60 |
| 8354 | Hose, Discharge | Diameter | 12 In | | Per 25 foot length. Includes couplings. | hour | $0.90 |
| 8355 | Hose, Discharge | Diameter | 16 In | | Per 25 foot length. Includes couplings. | hour | $1.70 |
| 8356 | Hose, Suction | Diameter | 3 In | | Per 25 foot length. Includes couplings. | hour | $0.30 |
| 8357 | Hose, Suction | Diameter | 4 In | | Per 25 foot length. Includes couplings. | hour | $0.35 |
| 8358 | Hose, Suction | Diameter | 6 In | | Per 25 foot length. Includes couplings. | hour | $1.15 |
| 8359 | Hose, Suction | Diameter | 8 In | | Per 25 foot length. Includes couplings. | hour | $1.10 |
| 8360 | Hose, Suction | Diameter | 12 In | | Per 25 foot length. Includes couplings. | hour | $1.70 |
| 8361 | Hose, Suction | Diameter | 16 In | | Per 25 foot length. Includes couplings. | hour | $3.15 |
| 8380 | Loader, Crawler | Bucket Capacity | 0.5 CY | to 32 | Includes bucket. | hour | $14.66 |

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| 8381 | Loader, Crawler | Bucket Capacity | 1 CY | to 60 | Includes bucket. | hour | $34.30 |
| 8382 | Loader, Crawler | Bucket Capacity | 2 CY | to 118 | Includes bucket. | hour | $68.10 |
| 8383 | Loader, Crawler | Bucket Capacity | 3 CY | to 178 | Includes bucket. | hour | $101.30 |
| 8384 | Loader, Crawler | Bucket Capacity | 4 CY | to 238 | Includes bucket. | hour | $120.00 |
| 8390 | Loader, Wheel | Bucket Capacity | 0.5 CY | to 38 | | hour | $20.10 |
| 8391 | Loader, Wheel | Bucket Capacity | 1 CY | to 60 | | hour | $36.90 |
| 8392 | Loader, Wheel | Bucket Capacity | 2 CY | to 105 | CAT-926 | hour | $35.50 |
| 8393 | Loader, Wheel | Bucket Capacity | 3 CY | to 152 | | hour | $43.85 |
| 8394 | Loader, Wheel | Bucket Capacity | 4 CY | to 200 | | hour | $59.30 |
| 8395 | Loader, Wheel | Bucket Capacity | 5 CY | to 250 | | hour | $64.00 |
| 8396 | Loader, Wheel | Bucket Capacity | 6 CY | to 305 | | hour | $104.00 |
| 8397 | Loader, Wheel | Bucket Capacity | 7 CY | to 360 | | hour | $124.50 |
| 8398 | Loader, Wheel | Bucket Capacity | 8 CY | to 530 | | hour | $171.40 |
| 8401 | Loader, Tractor, Wheel | Bucket Capacity | 0.87 CY | to 80 | Case 580 Super L | hour | $33.73 |
| 8410 | Mixer, Concrete Portable | Batching Capacity | 10 Cft | | | hour | $3.05 |
| 8411 | Mixer, Concrete Portable | Batching Capacity | 12 Cft | 11 | | hour | $4.00 |
| 8412 | Mixer, Concrete, Trailer Mntd | Batching Capacity | 11 Cft | to 10 | | hour | $12.70 |
| 8413 | Mixer, Concrete, Trailer Mntd | Batching Capacity | 16 Cft | to 25 | | hour | $19.60 |
| 8419 | Breaker, Pavement Hand-Held | Weight | 25~90 Lbs | | | hour | $1.10 |
| 8420 | Breaker, Pavement | | | to 70 | | hour | $57.45 |
| 8423 | Spreader, Chip | Spread Hopper Width | 12.5 Ft | to 152 | | hour | $85.85 |
| 8424 | Spreader, Chip | Spread Hopper Width | 16.5 Ft | to 215 | | hour | $116.60 |
| 8425 | Spreader, Chip, Mntd | Hopper Size | 8 Ft | to 8 | Trailer & truck mounted. | hour | $4.60 |
| 8430 | Paver, Asphalt, Towed | | | | Does not include Prime Mover. | hour | $12.40 |
| 8431 | Paver, Asphalt | | | to 50 | Includes wheel and crawler equipment. | hour | $73.76 |
| 8432 | Paver, Asphalt | | | to 125 | Includes wheel and crawler equipment. | hour | $95.10 |
| 8433 | Paver, Asphalt | | | to 175 | Includes wheel and crawler equipment. | hour | $126.80 |
| 8434 | Paver, Asphalt | | 35,000Lbs & Over | to 250 | Includes wheel and crawler equipment. | hour | $209.65 |
| 8436 | Pick-up, Asphalt | | | to 110 | | hour | $96.85 |
| 8437 | Pick-up, Asphalt | | | to 150 | | hour | $135.00 |
| 8438 | Pick-up, Asphalt | | | to 200 | | hour | $93.50 |
| 8439 | Pick-up, Asphalt | | | to 275 | | hour | $204.00 |
| 8440 | Striper | Paint Capacity | 40 Gal | to 22 | | hour | $16.20 |
| 8441 | Striper | Paint Capacity | 90 Gal | to 60 | | hour | $22.90 |
| 8442 | Striper | Paint Capacity | 120 Gal | to 122 | | hour | $42.60 |
| 8445 | Striper, Truck Mntd | Paint Capacity | 120 Gal | to 460 | | hour | $78.60 |
| 8446 | Striper, Walk-behind | Paint Capacity | 12 Gal | | | hour | $4.00 |
| 8447 | Paver accessory -Belt Extension | 2002 Leeboy Conveyor Belt Extension | | | crawler | hour | $32.50 |
| 8450 | Plow, Snow, Grader Mntd | Width | to 10 Ft | | Include Grader for total cost | hour | $28.00 |
| 8451 | Plow, Snow, Grader Mntd | Width | to 14 Ft | | Include Grader for total cost | hour | $32.90 |
| 8452 | Plow, Truck Mntd | Width | to 15 Ft | | Include truck for total cost | hour | $24.35 |
| 8453 | Plow, Truck Mntd | Width | to 15 Ft | | With leveling wing. Include truck for total cost | hour | $40.80 |
| 8455 | Spreader, Sand | Mounting | Tailgate, Chassis | | | hour | $7.35 |
| 8456 | Spreader, Sand | Mounting | Dump Body | | | hour | $10.45 |
| 8457 | Spreader, Sand | Mounting | Truck (10yd) | | | hour | $13.15 |
| 8458 | Spreader, Chemical | Capacity | 5 CY | to 4 | Trailer & truck mounted. | hour | $6.00 |
| 8469 | Pump - Trash Pump | 10 MTC | 2" Pump | to 7 | 10,000 gph | hour | $7.25 |
| 8470 | Pump | Centrifugal, 8M pump | 2" - 10,000 gal/hr. | to 4.5 | Hoses not included. | hour | $6.10 |
| 8471 | Pump | Diaphragm pump | 2" - 3,000 gal/hr. | to 6 | Hoses not included. | hour | $6.75 |
| 8472 | Pump | Centrifugal, 18M pump | 3" - 18,000 gal/hr. pump | to 10 | Hoses not included. | hour | $7.99 |
| 8473 | Pump | | | to 15 | Hoses not included. | hour | $10.30 |
| 8474 | Pump | | | to 25 | Hoses not included. | hour | $13.60 |
| 8475 | Pump | | | to 40 | Hoses not included. | hour | $16.65 |
| 8476 | Pump | 4" - 40,000 gal/hr. | 4" - 40,000 gal/hr. | to 60 | Hoses not included. | hour | $27.10 |

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| 8477 | Pump | | | to 95 | Hoses not included. | hour | $32.00 |
| 8478 | Pump | | | to 140 | Hoses not included. | hour | $41.50 |
| 8479 | Pump | | | to 200 | Hoses not included. | hour | $49.90 |
| 8480 | Pump | | | to 275 | Does not include Hoses. | hour | $66.85 |
| 8481 | Pump | | | to 350 | Does not include Hoses. | hour | $82.00 |
| 8482 | Pump | | | to 425 | Does not include Hoses. | hour | $96.60 |
| 8483 | Pump | | | to 500 | Does not include Hoses. | hour | $114.00 |
| 8484 | Pump | | | to 575 | Does not include Hoses. | hour | $133.30 |
| 8485 | Pump | | | to 650 | Does not include Hoses. | hour | $154.70 |
| 8486 | Aerial Lift, Truck Mntd | Max. Platform Height | 40 Ft | | Add this rate to truck rate for total lift and truck rate | hour | $11.38 |
| 8487 | Aerial Lift, Truck Mntd | Max. Platform Height | 61 Ft | | Add this rate to truck rate for total lift and truck rate | hour | $20.54 |
| 8488 | Aerial Lift, Truck Mntd | Max. Platform Height | 80 Ft | | Add this rate to truck rate for total lift and truck rate | hour | $39.00 |
| 8489 | Aerial Lift, Truck Mntd | Max. Platform Load - 600Lbs | 81 Ft -100 Ft. Ht. | | Add this rate to truck rate for total lift and truck rate | hour | $39.50 |
| 8490 | Aerial Lift, Self-Propelled | Max. Platform Height | 37 Ft. Ht. | to 15 | Articulated, Telescoping, Scissor. | hour | $8.95 |
| 8491 | Aerial Lift, Self-Propelled | Max. Platform Height | 60 Ft. Ht. | to 30 | Articulated, Telescoping, Scissor. | hour | $16.10 |
| 8492 | Aerial Lift, Self-Propelled | Max. Platform Height | 70 Ft. Ht. | to 50 | Articulated, Telescoping, Scissor. | hour | $29.26 |
| 8493 | Aerial Lift, Self-Propelled | Max. Platform Height | 125 Ft. Ht. | to 85 | Articulated and Telescoping. | hour | $55.65 |
| 8494 | Aerial Lift, Self-Propelled | Max. Platform Height | 150 Ft. Ht. | to 130 | Articulated and Telescoping. | hour | $70.15 |
| 8495 | I.C. Aerial Lift, Self-Propelled | Max. Platform Load - 500 Lbs | 75"x155", 40Ft Ht. | to 80 | 2000 Lbs Capacity | hour | $28.95 |
| 8496 | Crane, Truck Mntd | Max. Lift Capacity | 24000 Lbs | | Include truck rate for total cost | hour | $14.90 |
| 8497 | Crane, Truck Mntd | Max. Lift Capacity | 36000 Lbs | | Include truck rate for total cost | hour | $22.40 |
| 8498 | Crane, Truck Mntd | Max. Lift Capacity | 60000 Lbs | | Include truck rate for total cost | hour | $36.50 |
| 8499 | Pump - Trash-Pump | CPB Rating - 10MTC | 10000 gal/Hr | 7 | Self- Priming Trash Pump | hour | $7.55 |
| 8500 | Crane | Max. Lift Capacity | 8 MT | to 80 | | hour | $38.70 |
| 8501 | Crane | Max. Lift Capacity | 15 MT | to 150 | | hour | $66.90 |
| 8502 | Crane | Max. Lift Capacity | 50 MT | to 200 | | hour | $90.00 |
| 8503 | Crane | Max. Lift Capacity | 70 MT | to 300 | | hour | $178.60 |
| 8504 | Crane | Max. Lift Capacity | 110 MT | to 350 | | hour | $243.20 |
| 8510 | Saw, Concrete | Blade Diameter | 14 In | to 14 | | hour | $7.20 |
| 8511 | Saw, Concrete | Blade Diameter | 26 In | to 35 | | hour | $12.00 |
| 8512 | Saw, Concrete | Blade Diameter | 48 In | to 65 | | hour | $25.10 |
| 8513 | Saw, Rock | | | to 100 | | hour | $33.50 |
| 8514 | Saw, Rock | | | to 200 | | hour | $63.00 |
| 8517 | Jackhammer (Dry) | Weight Class | 25-45 Lbs | | | hour | $1.66 |
| 8518 | Jackhammer (Wet) | Weight Class | 30-55 Lbs | | | hour | $1.84 |
| 8521 | Scraper | Scraper Capacity | 16 CY | to 250 | | hour | $107.15 |
| 8522 | Scraper | Scraper Capacity | 23 CY | to 365 | | hour | $155.50 |
| 8523 | Scraper | Scraper Capacity | 34 CY | to 475 | | hour | $270.00 |
| 8524 | Scraper | Scraper Capacity | 44 CY | to 600 | | hour | $265.70 |
| 8540 | Loader, Skid-Steer | Operating Capacity | 1000 Lbs | to 35 | | hour | $14.15 |
| 8541 | Loader, Skid-Steer | Operating Capacity | 2000 Lbs | to 65 | | hour | $37.00 |
| 8542 | Loader, Skid-Steer | Operating Capacity | 3000 Lbs | to 85 | | hour | $36.05 |
| 8550 | Snow Blower, Truck Mntd | Capacity | 600 Tph | to 75 | Does not include truck | hour | $34.60 |
| 8551 | Snow Blower, Truck Mntd | Capacity | 1400 Tph | to 200 | Does not include truck | hour | $94.00 |
| 8552 | Snow Blower, Truck Mntd | Capacity | 2000 Tph | to 340 | Does not include truck | hour | $142.50 |
| 8553 | Snow Blower, Truck Mntd | Capacity | 2500 Tph | to 400 | Does not include truck | hour | $154.80 |
| 8558 | Snow Thrower, Walk Behind | Cutting Width | 25 in | to 5 | | hour | $2.80 |
| 8559 | Snow Thrower, Walk Behind | Cutting Width | 60 in | to 15 | | hour | $14.10 |
| 8560 | Snow Blower | Capacity | 2,000 Tph | to 400 | | hour | $234.00 |
| 8561 | Snow Blower | Capacity | 2,500 Tph | to 500 | | hour | $255.00 |
| 8562 | Snow Blower | Capacity | 3,500 Tph | to 600 | | hour | $284.00 |

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|---|---|---|---|---|---|---|---|
| 8569 | Dust Control De-Ice Unit | 1300-2000 gal | 173"Lx98"Wx51"H | 5.5 | Hydro Pump w/100' 1/2" hose | hour | $3.45 |
| 8570 | Loader-Backhoe, Wheel | Loader Bucket Capacity | 0.5 CY | to 40 | Loader and Backhoe Buckets included. | hour | $22.15 |
| 8571 | Loader-Backhoe, Wheel | Loader Bucket Capacity | 1 CY | to 70 | Loader and Backhoe Buckets included. | hour | $29.50 |
| 8572 | Loader-Backhoe, Wheel | Loader Bucket Capacity | 1.5 CY | to 95 | Loader and Backhoe Buckets included. | hour | $38.60 |
| 8573 | Loader-Backhoe, Wheel | Loader Bucket Capacity | 1.75 CY | to 115 | Loader and Backhoe Buckets included. | hour | $47.77 |
| 8580 | Distributor, Asphalt | Tank Capacity | 500 Gal | | burners, insulated tank, and circulating spray bar. | hour | $14.76 |
| 8581 | Distributor, Asphalt | Tank Capacity | 1000 Gal | | burners, insulated tank, and circulating spray bar. Include | hour | $21.30 |
| 8582 | Distributor, Asphalt | Tank Capacity | 4000 Gal | | burners, insulated tank, and circulating spray bar. Include | hour | $30.15 |
| 8583 | Distributor | ETNYRE Oil Distributor Model - PB348 | | 300 | | hour | $41.60 |
| 8584 | Distributor | ETNYRE Quad Chip Spreader | | 280 | | hour | $83.20 |
| 8590 | Trailer, Dump | Capacity | 20 CY | | Does not include Prime Mover. | hour | $11.36 |
| 8591 | Trailer, Dump | Capacity | 30 CY | | Does not include Prime Mover. | hour | $13.10 |
| 8600 | Trailer, Equipment | Capacity | 30 Tons | | | hour | $14.15 |
| 8601 | Trailer, Equipment | Capacity | 40 Tons | | | hour | $15.50 |
| 8602 | Trailer, Equipment | Capacity | 60 Tons | | | hour | $18.85 |
| 8603 | Trailer, Equipment | Capacity | 120 Tons | | | hour | $28.35 |
| 8610 | Trailer, Water | Tank Capacity | 4000 Gal | | with sump and a rear spraybar. | hour | $13.50 |
| 8611 | Trailer, Water | Tank Capacity | 6000 Gal | | with sump and a rear spraybar. | hour | $16.55 |
| 8612 | Trailer, Water | Tank Capacity | 10000 Gal | | with sump and a rear spraybar. | hour | $19.20 |
| 8613 | Trailer, Water | Tank Capacity | 14000 Gal | | with sump and a rear spraybar. | hour | $23.77 |
| 8614 | Truck- Water Tanker | 1000 gal. tank | | 175 | | hour | $33.35 |
| 8620 | Tub Grinder | | | to 440 | | hour | $95.35 |
| 8621 | Tub Grinder | | | to 630 | | hour | $143.65 |
| 8622 | Tub Grinder | | | to 760 | | hour | $183.60 |
| 8623 | Tub Grinder | | | to 1000 | | hour | $322.00 |
| 8627 | Horizontal Grinder | Model HG6000 | | 630 | | hour | $57.36 |
| 8628 | Stump Grinder | 1988 Vermeer SC-112 | | 102 | | hour | $47.00 |
| 8629 | Stump Grinder | 24" grinding wheel | | 110 | | hour | $45.00 |
| 8630 | Sprayer, Seed | Working Capacity | 750 Gal | to 30 | Does not include Prime Mover. | hour | $14.00 |
| 8631 | Sprayer, Seed | Working Capacity | 1250 Gal | to 50 | Trailer & truck mounted. Does not include Prime | hour | $19.80 |
| 8632 | Sprayer, Seed | Working Capacity | 3500 Gal | to 115 | Does not include Prime Mover. | hour | $29.25 |
| 8633 | Mulcher, Trailer Mntd | Working Capacity | 7 TPH | to 35 | | hour | $14.10 |
| 8634 | Mulcher, Trailer Mntd | Working Capacity | 10 TPH | to 55 | | hour | $20.80 |
| 8635 | Mulcher, Trailer Mntd | Working Capacity | 20 TPH | to 120 | | hour | $29.45 |
| 8636 | Scraper | Soil Recycler WR 2400 | w 317 gal fuel tank | 563 | | hour | $239.85 |
| 8637 | Trailer CAT | Double Belly Bottom-dump Trailer | 26 CY of soil in one dump | 330 | 13 CY of soil each berry | hour | $92.33 |
| 8638 | Rake | Barber Beach Sand Rake 600HDr, towed | | | | hour | $15.40 |
| 8639 | Chipper | Wildcat 626 Cougar Trommel Screen chipper w belt | | 125 | | hour | $34.30 |
| 8640 | Trailer, Office | Trailer Size | 8' x 24' | | Cargo Size 16ft | hour | $1.95 |
| 8641 | Trailer, Office | Trailer Size | 8' x 32' | | Cargo Size 24ft | hour | $2.30 |
| 8642 | Trailer, Office | Trailer Size | 10' x 32' | | Cargo Size 20ft | hour | $2.65 |
| 8643 | Trailer | Haz-Mat Equipment trailer | 8'x18' | | | hour | $37.75 |
| 8644 | Trailer, Covered Utility Trailer | (7' X 16') | | | | hour | $5.65 |
| 8645 | Trailer, Dodge Ram | 8' x 24' shower trailer- 12 showers | | 101 | | hour | $29.45 |
| 8646 | Trailer, Dodge | 32' flatbed water | | | | hour | $27.90 |
| 8650 | Trencher | | | to 40 | Wheel Mounted. Chain and Wheel. | hour | $16.30 |

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|---|---|---|---|---|---|---|---|
| 8651 | Trencher | | | to 85 | Wheel Mounted. Chain and Wheel. | hour | $24.70 |
| 8654 | Trencher accessories | 2008 Griswold Trenchbox | | | | hour | $1.90 |
| 8660 | Plow, Cable | Plow Depth | 24 in | to 30 | | hour | $12.00 |
| 8661 | Plow, Cable | Plow Depth | 36 in | to 65 | | hour | $37.45 |
| 8662 | Plow, Cable | Plow Depth | 48 in | to 110 | | hour | $41.25 |
| 8670 | Derrick, Hydraulic Digger | Max. Boom Length | 60 Ft | | alignment attachment. Include truck rate | hour | $34.15 |
| 8671 | Derrick, Hydraulic Digger | Max. Boom Length | 90 Ft | | alignment attachment. Include truck rate | hour | $54.66 |
| 8680 | Truck, Concrete Mixer | Mixer Capacity | 13 CY | to 300 | | hour | $82.35 |
| 8684 | Truck, Fire | 100 Ft Ladder | | | | hour | $100.00 |
| 8690 | Truck, Fire | Pump Capacity | 1000 GPM | | | hour | $68.00 |
| 8691 | Truck, Fire | Pump Capacity | 1250 GPM | | | hour | $72.25 |
| 8692 | Truck, Fire | Pump Capacity | 1500 GPM | | | hour | $78.90 |
| 8693 | Truck, Fire | Pump Capacity | 2000 GPM | | | hour | $81.40 |
| 8694 | Truck, Fire Ladder | Ladder length | 75 FT | | | hour | $117.10 |
| 8695 | Truck, Fire Ladder | Ladder length | 150 FT | | | hour | $142.75 |
| 8696 | Truck, Fire | No Ladder | | 330 | Rescure Equipment | hour | $93.47 |
| 8700 | Truck, Flatbed | Maximum Gvw | 15000 Lbs | to 200 | | hour | $20.60 |
| 8701 | Truck, Flatbed | Maximum Gvw | 25000 Lbs | to 275 | | hour | $35.00 |
| 8702 | Truck, Flatbed | Maximum Gvw | 30000 Lbs | to 300 | | hour | $27.10 |
| 8703 | Truck, Flatbed | Maximum Gvw | 45000 Lbs | to 380 | | hour | $44.70 |
| 8708 | Trailer, semi | 48ft to 53ft, flat-bed, freight, two axle | 50,000+ gvwr | | | hour | $8.45 |
| 8709 | Trailer, semi | enclosed 48 ft to 53 ft, two axles | 50,000+ gvwr | | | hour | $9.50 |
| 8710 | Trailer, semi | 28ft, single axle, freight | 25,000 gvwr | | | hour | $9.70 |
| 8711 | Flat bed utility trailer | 6 ton | | | | hour | $3.10 |
| 8712 | Cleaner, Sewer/Catch Basin | Hopper Capacity | 5 CY | | Truck Mounted. | hour | $24.80 |
| 8713 | Cleaner, Sewer/Catch Basin | Hopper Capacity | 14 CY | | Truck Mounted. | hour | $31.30 |
| 8714 | Vactor | 800 Gal Spoils/400 Gal Water | 500/800 gal | 49 | | hour | $82.75 |
| 8715 | Truck, Hydro Vac | model LP555DT | | | | hour | $18.00 |
| 8716 | Leaf Vac | Tow by Truck 22,000 cfm capacity | | 85 | Leaf Vac + Truck Code 8811 | hour | $51.25 |
| 8717 | Truck, Vacuum | 60,000 GVW | | 400 | | hour | $74.20 |
| 8719 | Litter Picker | model 2007 Barber | | | towed by tractor | hour | $9.60 |
| 8720 | Truck, Dump | Struck Capacity | 8 CY | to 220 | | hour | $48.90 |
| 8721 | Truck, Dump | Struck Capacity | 10 CY | to 320 | | hour | $60.77 |
| 8722 | Truck, Dump | Struck Capacity | 12 CY | to 400 | | hour | $67.70 |
| 8723 | Truck, Dump | Struck Capacity | 18 CY | to 400 | | hour | $75.50 |
| 8724 | Truck, Dump, Off Highway | Struck Capacity | 28 CY | to 450 | | hour | $121.20 |
| 8725 | Truck, Dump | Struck Capacity | 14 CY | to 400 | | hour | $77.80 |
| 8730 | Truck, Garbage | Capacity | 25 CY | to 255 | | hour | $48.50 |
| 8731 | Truck, Garbage | Capacity | 32 CY | to 325 | | hour | $55.90 |
| 8733 | E-BAM Services | Environmental Beta Attenuation Air Monitor | | | Powered by Solar System | hour | $3.00 |
| 8734 | Attenuator, safety | that can stop a vehicle at 60 mph | | | | hour | $5.50 |
| 8735 | Truck, Attenuator | 2004 Truck Mounted for 60 mph | | | | hour | $3.85 |
| 8736 | Truck, tow | 1987 Chevy Kodiak 70 | | 175 | | hour | $27.70 |
| 8744 | Van, Custom | Special Service Canteen Truck | | 350 | | hour | $18.00 |
| 8745 | Van, step | model MT10FD | | 300 | | hour | $21.25 |
| 8746 | Van-up to 15 passenger | light duty, class 1 | | 225-300 | | hour | $20.00 |
| 8747 | Van-up to 15 passenger | light duty, class 2 | | 225-300 | | hour | $20.15 |
| 8748 | Van-cargo | light duty, class 1 | | 225 - 300 | | hour | $22.25 |
| 8749 | Van-cargo | light duty, class 2 | | 225-300 | | hour | $22.25 |
| 8750 | Vehicle, Small | | | to 30 | | hour | $6.40 |
| 8753 | Vehicle, Recreational | | | to 10 | | hour | $2.80 |
| 8755 | Golf Cart | Capacity | 2 person | | | hour | $3.75 |
| 8761 | Vibrator, Concrete | | | to 4 | | hour | $1.60 |
| 8770 | Welder, Portable | | | to 16 | Includes ground cable and lead cable. | hour | $3.10 |

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| 8771 | Welder, Portable | | | to 34 | Includes ground cable and lead cable. | hour | $6.80 |
| 8772 | Welder, Portable | | | to 50 | Includes ground cable and lead cable. | hour | $10.00 |
| 8773 | Welder, Portable | | | to 80 | Includes ground cable and lead cable. | hour | $13.76 |
| 8780 | Truck, Water | Tank Capacity | 2500 Gal | to 175 | Include pump and rear spray system. | hour | $28.70 |
| 8781 | Truck, Water | Tank Capacity | 4000 Gal | to 250 | Include pump and rear spray system. | hour | $50.00 |
| 8788 | Container & roll off truck | 30 yds | | | | hour | $23.05 |
| 8789 | Truck, Tractor | 1997 Freightliner F120 | | 430 | | hour | $54.90 |
| 8790 | Truck, Tractor | 4 x 2 | 25000 lbs | to 210 | | hour | $42.40 |
| 8791 | Truck, Tractor | 4 x 2 | 35000 lbs | to 330 | | hour | $46.00 |
| 8792 | Truck, Tractor | 6 x 2 | 45000 lbs | to 360 | | hour | $52.75 |
| 8794 | Truck, freight | Enclosed w/lift gate. Medium duty class 5 | gvwr 16000-19500 Lbs | | | hour | $23.25 |
| 8795 | Truck, backhoe carrier | Three axle, class 8, heavy duty | over 33000Lbs | | | hour | $34.50 |
| 8796 | Truck, freight | Eenclosed w/lift gate. Heavy duty, class | 7, 26,001 to 33,000 lbs gvwr | | | hour | $31.00 |
| 8798 | Truck | Tilt and roll-back, two axle, class 7 heavy duty, | to 33,000 gvwr | | | hour | $32.00 |
| 8799 | Truck, | Tilt and roll back, three axle. class 8 heavy duty | over 33,001+ gvwr | | | hour | $40.60 |
| 8800 | Truck, Pickup | | | | When transporting people. | mile | $0.54 |
| 8801 | Truck, Pickup | 1/2-ton Pickup Truck | 4x2-Axle | 160 | | hour | $12.30 |
| 8802 | Truck, Pickup | 1-ton Pickup Truck | 4x2-Axle | 234 | | hour | $17.65 |
| 8803 | Truck, Pickup | 1 1/4-ton Pickup Truck | 4x2-Axle | 260 | | hour | $19.85 |
| 8804 | Truck, Pickup | 1 1/2-ton Pickup Truck | 4x2-Axle | 300 | | hour | $22.25 |
| 8805 | Truck, Pickup | 1 3/4-ton Pickup Truck | 4x2-Axle | 300 | | hour | $23.10 |
| 8806 | Truck, Pickup | 3/4-ton Pickup Truck | 4x2-Axle | 165 | | **hour** | $13.40 |
| 8807 | Truck, Pickup | 3/4-ton Pickup Truck | 4x4-Axle | 285 | Crew | hour | $20.80 |
| 8808 | Truck, Pickup | 1-ton Pickup Truck | 4x4-Axle | 340 | Crew | hour | $22.85 |
| 8809 | Truck, Pickup | 1 1/4-ton Pickup Truck | 4x4-Axle | 360 | Crew | hour | $26.40 |
| 8810 | Truck, Pickup | 1 1/2-ton Pickup Truck | 4x4-Axle | 362 | Crew | hour | $26.75 |
| 8811 | Truck, Pickup | 1 3/4-ton Pickup Truck | 4x4-Axle | 362 | Crew | hour | $27.50 |
| 8820 | Skidder accessory | 2005 JCB Grapple Claw | | | | hour | $1.75 |
| 8821 | Forklift, accessory | 2005 ACS Grapple Bucket | | | | hour | $1.50 |
| 8822 | Truck, Loader | Debris/Log (Knuckleboom Loader/Truck) | | 230 | | hour | $52.26 |
| 8823 | Chipper- Wood Recycler | Cat 16 engine | | 700 | | hour | $115.00 |
| 8824 | Skidder | model Cat 525B | | up to 160 | | hour | $62.90 |
| 8825 | Skidder | 40K lbs- model Cat 525C | | 161 and up | | hour | $118.77 |
| 8840 | Truck, service | fuel and lube | up to 26,000 gvwr | 215-225 | | hour | $38.65 |
| 8841 | Truck, fuel | 2009 International 1,800 gal. storage tank | | 200 | | hour | $30.50 |
| 8842 | Mobile Command Trailer | (8' X 28') with 7.5 KW Generator | | | | hour | $14.66 |
| 8843 | Mobile Response Trailer | (8' X 31') with 4.5 KW Generator? | | | | hour | $13.60 |
| 8844 | Mobile Command Center | (unified) (RV) Ulitimaster MP-35 | 43 FT Long with Generator | 400 | | hour | $75.00 |
| 8845 | Mobile Command Post Vehicle | (RV) (In- Motion) | 22-Ft Long | 340 | | hour | $31.00 |
| 8846 | Mobile Command Post Vehicle | (RV) (Stationary) w/9.6 KW Generator | 22-Ft Long | 340 | | hour | $19.25 |
| 8847 | Mobile Command Center (Trailer) | 48'x8' Trailer, Fully Equiped Mobile Command Center | 48-Ft Long | | | hour | $29.45 |
| 8848 | Mobile Command Center (Trailer) | 48'x8' When being Moved w/Truck Tractor | | 310 | | hour | $48.90 |
| 8849 | Mobile Command Center | 43'x8.5' x 13.5'H with self 30kw Generator | | | | hour | $52.00 |
| 8850 | Mobile Command Center | 2007-Freightliner MT-55, (RV) | | 260 | | hour | $45.50 |
| 8851 | Mobile Command Van | 1990- Ford Econoline-Communication Van | | 230 | | hour | $41.00 |
| 8852 | Mobile Command Center | 47.5' X 8.75 Fully Equip' (In motion) (RV) | | 410 | | hour | $65.30 |
| 8853 | Mobile Command Center | 47.5' X 8.75 Fully Equip' (Stationary) | | 410 | | hour | $45.00 |

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|---|---|---|---|---|---|---|---|
| 8854 | Mobile Command Vehicle | 53' X 8.75 Fully Equip | | 480-550 | | hour | $96.20 |
| 8870 | Light Tower | Terex/Amida AL 4000. with (4) 500 watt lights | w/10kw power unit | 13.5 | | hour | $10.68 |
| 8871 | Light Tower | 2004 Allmand | | | | hour | $6.30 |
| 8872 | SandBagger Machine | (Spider) automatic | | 4.5 | | hour | $48.75 |
| 8900 | Helicopter | OH-58 KIOWA (Military) is the same as "Bell-206B3 | | 420 | | hour | $474.00 |
| 8901 | Helicopter | OH-58 KIOWA (Military) is the same as "Bell-206BR | | 420 | | hour | $496.00 |
| 8902 | Helicopter | Model Bell 206-L3 Jet Range Helicopter | | 650 | Jet Range III-Helicopter | hour | $582.00 |
| 8903 | Helicopter | Model Bell 206L1 Long Ranger | | 650 | Long Ranger | hour | $596.00 |
| 8904 | Helicopter | Model Bell 206LT Long Range Twinranger | | 450 | Twinranger | hour | $780.00 |
| 8905 | Helicopter | Model Bell 407 EMS- Ambulance | | 250 | | hour | $626.00 |
| 8906 | Piper-Fixed wing | Model Navajo PA-31 | | 310 | | hour | $456.00 |
| 8907 | Piper-Fixed wing | PA-31-350, Navajo Chieftn twin engine | | 350 | | hour | $487.00 |
| 8908 | Sikorsky Helicopter | Model UH-60 (Blackhawk) medium lift | Medium Lift | 1890 | Fire Fighter Same as S70C | hour | $2,945.00 |
| 8909 | Helicopter | Model UH-A (Blackhawk) Medium lift | Medium Lift | 1890 | Fire Fighter | hour | $5,504.00 |
| 8910 | Boeing Helicopter | Model CH-47 (Chinook) heavy lift | Heavy Lift | 2850 | Fire Fighter | hour | $10,750.00 |
| 8911 | Helicopter- light utility | Model Bell 407GX - 7 seater | 7-Seaters | 675 | Passenger Aircraft | hour | $621.00 |
| 8912 | Helicopter- light utility | Modle Bell 206L- 7 seater | 7-Seaters | 420 | Passenger Aircraft | hour | $596.00 |
| 8913 | Helicopter | Model Bell-206L4 | | 726 | | hour | $576.00 |
| 8914 | King Air 200 Turboprop Aircraft | Blackhawk King Air B200XP61 | | 669 | | hour | $1,316.00 |
| 8915 | Turboprops Blackhawk Aircraft | Blackhawk Caravan XP42 A | | 850 | | hour | $697.00 |
| 8916 | Turboprops Blackhawk Aircraft | King Air C90 XP135 A | | 550 | | hour | $1,075.00 |
| 8917 | Aerostar Piston Aircraft | Aerostar 601P | | 290 | | hour | $447.00 |
| 8943 | Wire Puller Machine | Overhead Wire Pulling Machine | | 30 | Overhead/Underground Wire Pulling Machine | hour | $19.85 |
| 8944 | Wire Tensioning Machine | 3000 Lbs | | | Overhead Wire Tensioning Machine | hour | $14.50 |
| 8945 | Aerial Lift | model 2008 Genie Scissor Lift | | | | hour | $6.30 |
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MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE AT ITS JUNE 28, 2019 MEETING TO AUTHORIZE THE CITY ADMINISTRATION TO WORK WITH THE HISPANIC AFFAIRS COMMITTEE TO CREATE TWO HISTORICAL ARCHIVES VIDEOS TO BE AIRED ON MBTV 77 DURING HISPANIC HERITAGE MONTH IN 2019, AND YEARLY THEREAFTER.

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## RECOMMENDATION

The Administration recommends that the Mayor and City Commission accept and approve the recommendation of the Finance and Citywide Projects Committee and authorize City Administration to determine a list of prominent Hispanic representatives in the Miami Beach community to create videos utilizing the best and most appropriate methods and structure for the video.

## ANALYSIS

On April 5 The Hispanic Affairs Committee made a motion regarding the creation of two historical archives interview segments to be aired on MBTV during Hispanic Heritage Month, 2019 and yearly thereafter.

Hispanic Heritage Month runs from September 15 through October 15. The Marketing and Communications Department is able to work with the Hispanic Affairs Committee to create two videos to rotate on MBTV during this time.

## Legislative Tracking

Marketing and Communications

## Sponsor

Commissioner Samuelian & Co-sponsored by Commissioner Gongora

## ATTACHMENTS:

**Description**

- Resolution

- Hispanics that Shaped the History of CMB

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE AT ITS JUNE 28, 2019 MEETING TO AUTHORIZE THE CITY ADMINISTRATION TO WORK WITH THE HISPANIC AFFAIRS COMMITTEE TO CREATE TWO HISTORICAL ARCHIVES VIDEOS TO BE AIRED ON MBTV 77 DURING HISPANIC HERITAGE MONTH IN 2019, AND YEARLY THEREAFTER.**

**WHEREAS**, Hispanic Heritage Month runs each year from September 15 through October 15, and celebrates the long and important presence of Hispanic and Latino Americans in North America; and

**WHEREAS**, at its April 5, 2019 meeting, the Hispanic Affairs Committee ("HAC") made a motion, requesting that the City Administration (the "Administration") record and produce two historical archives interview segments for a MBTV 77 segment, to be aired on MBTV 77 during Hispanic Heritage Month in 2019, and yearly thereafter; and

**WHEREAS**, the Marketing and Communications Department is able to work with the HAC to create two videos to rotate on MBTV during Hispanic Heritage Month; and

**WHEREAS**, at its June 28, 2019 meeting, the Finance and Citywide Projects Committee supported the HAC's motion and recommended that the Administration work with the HAC to identify a list of prominent Hispanic representatives in the Miami Beach community to create videos utilizing the best and most appropriate methods and structure for the video; and

**WHEREAS**, the Administration will be authorized to identify a list of prominent Hispanic representatives in the Miami Beach community to create videos utilizing the best and most appropriate methods and structure for the video.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Commission hereby accept the recommendation of the Finance and Citywide Projects Committee on its June 28, 2019 meeting to authorize the City Administration to work with the Hispanic Affairs Committee to create two historical archives videos to be aired on MBTV 77 during Hispanic Heritage Month in 2019, and yearly thereafter.

**PASSED AND ADOPTED** this ____ day of _____, 2019.

**ATTEST:**

_____
Dan Gelber, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/15/19 Date

# HISPANICS THAT SHAPED THE HISTORY OF MIAMI BEACH

## MAYOR AND COMMISSION

| ELECTED OFFICIALS | TERM | TERM | TERM | TERM |
|---|---|---|---|---|
| Commissioner Jorge Exposito | | 2009-2013 | | |
| Commissioner Jose Smith | 1998-1999 | 2000-2001 | 2002-2005 | 2006 |
| Commissioner Luis García, Jr. | | 2000-2001 | 2002-2005 | 2006 |
| Commissioner Matti Bower | | 2000-2001 | 2002-2005 | 2006 |
| Commissioner Michael Góngora | | 2009-2010 | 2011-2012 | 2017 to present |
| Commissioner Ricky Arriola | | 2015 to present | | |
| Commissioner Simon Cruz | 1998-1999 | 2000-2001 | 2002-2005 | 2006 |
| Commissioner Victor Diaz | | 2008 (filled the unexpired term of Group III Steinberg) | | |

## MATTI HERRERA BOWER

| | TERM | TERM | TERM |
|---|---|---|---|
| | 2007-2008 | 2009-2010 | 2011-2012 |

- ✓ Bower collaborated with Barbara Capitman on the Fienberg-Fisher school and became immersed in the national Parent Teachers Association. She was appointed in 1980 to the school district's attendance boundary committee and proceeded to serve ten years.
- ✓ 1993 - recognized during Hispanic Heritage Month
- ✓ 1994 - served as member of the Miami Beach Development Corporation
- ✓ 1997 - sponsored the establishment of procedures pertaining to advertising resulting in at least 10% of all monies all monies spent on advertising be spent with Spanish-language newspapers.
  Community Bilingual Newspapers
  - Hola Amigos — Begonia Calcerrada
  - La Voz de Miami Beach — Antonio Purrinos
  - Art Deco Tropical — Mirta and Jose Argote
- ✓ From 1999 through 2006 she served as first Hispanic female Commissioner
- ✓ In 2007 she became the first female Hispanic mayor of a major American city and in the history of Miami Beach to have been elected Mayor of the City and served from 2007 until 2013 in that position
- ✓ Housing Authority member 2018 (2021-2025)
- ✓ Inducted to the Miami Beach Hall of Fame 11/14/18 for her significant impact on the city as a whole and as a resident.

## GLORIA AND EMILIO ESTEFAN

- ✓ 2019 Miami Beach residents and owners of the Cardozo Hotel, which was renovated this year
- ✓ Inducted to the Miami Beach Hall of Fame pursuant to Resolution 2018-30587 for their significant impact on the city as a whole and residing in the City.

## ILEANA BRAVO-GORDON

- ✓ Chair of the Miami Beach Hall of Fame Committee in 2018
- ✓ Member of Cultural Arts Council 2007 – 2019
- ✓ Member of Sister Cities Program

## MICHAEL GÓNGORA

Nov. 25, 2013

"Commissioner Góngora has served the City as a Commissioner, has left and come back, and now he is leaving again, so she expects that he will come back some day. She thinks he has brought forward something unique by being the first openly gay Commissioner in Miami Beach, and she thinks that although they have disagreed on issues, they all care about each other and the City. She proclaimed today "Michael Góngora's Day" in the City of Miami Beach." Sponsored by Mayor Bower

# HISPANICS THAT SHAPED THE HISTORY OF MIAMI BEACH

**BOARD AND COMMITTEE MEMBERS**

**MATTI BOWER**

| | | | | | |
|---|---|---|---|---|---|
| Art Deco Weekend Committee | 1986 | | | | |
| Miami Beach Development Corp. | 1986 | 1994 | | | |
| Community Development Advisory | 1988 | 1990 | 1992 | 1993 | |
| SNID Advisory Board | 1988 | | | | |
| Mayor's Ad Hoc Bureau of Children's Affairs | 1992 | | | | |
| Housing Authority | 1997 | | | | |

**GRACE CALVANI**

| | | |
|---|---|---|
| Hispanic Affairs Committee | 2020 | 2025 |

Alex Fernandez

**JORGE EXPOSITO**

| | | |
|---|---|---|
| Latin Chamber of Commerce member | 1993 | |
| Hispanic Affairs Committee Chairman | 1992 | 1995 |
| Ad Hob Library Committee | 1992 | |

First graduate of the Leadership Academy to become elected official

**LILIAM LOPEZ**

- ✓ Co-founder, president and CEO of the South Florida Hispanic Chamber Of Commerce (SFLHCC) has had a positive impact that Latin women leadership has had in the United States in the last 20 years. Leading more than 1250 members, the SFLHCC is one of the most important and influential Chambers of Commerce in the country.
- ✓ Women Worth Knowing 1994
- ✓ Hispanic Affairs Committee member 1994
- ✓ Mrs. Lopez received the March of Dimes "Building Our Community Award on Education and Training Category," in 2005 and in 2003 was honored as the "Business Women of the Year." She has also been honored by the Commission on the Status of Women as a "Woman Worth Knowing." In addition, she produces a weekly TV program and was recently featured in NBC Telemundo during the Hispanic Heritage Month. She is extremely active in this community representing the Hispanic minority and bringing forward small businesses to the forefront.

**GRACE CALVANI**

| | |
|---|---|
| Latin Chamber of Commerce | 2003 |

**LUIS SALOM**

| | |
|---|---|
| Hispanic Affairs Committee | 2006 - 2012 |

**MANUEL "MICKEY" MINAGORRI** 12.31.2016

Hispanic Affairs Committee

**REGINA SUAREZ** Term End 12.31.17 Term Limit 12.31.23

HISPANIC AFFAIRS COMMITTEE:

**HERBERT SOSA** TE 12.31.16 TL 12.31.23

Hispanic Affairs Committee

**GABRIEL PAEZ** TE: 12/31/19 TL: 12/31/25

Hispanic Affairs Committee

# HISPANICS THAT SHAPED THE HISTORY OF MIAMI BEACH

## 2016 WINNERS OF HISPANIC HERITAGE AWARDS

| | |
|---|---|
| Elaine Soffer Siegel | Adult contribution to the Hispanic Youth |
| Matti Herrera Bower | Trailblazer |
| Gustavo Briand | Distinguished Hispanic community member |
| Sylvia Carro | Educator-Higher Education |
| Zorilien Riveron | Educator- Early Childhood Development |
| Juan Sanchez | Public Safety Personnel |

## LGBT Hispanic Leadership Award

| | |
|---|---|
| Adonis Garcia | Public Safety Personnel-Fire |
| Enrique Doce | Public Safety Personnel-Police |
| UNIDAD | Social Service Provider |

The Miami Herald/El Nuevo Herald and Executive Team Business

Mayor Matti Herrera Bower spoke next, recognized the Commission for their efforts with managing the City of Miami Beach, and stated what the City has is special. She stated that working together is the only way the City can move forward.

## CITY ATTORNEYS

### JOSE SMITH

City Attorney #20 04.11.2006 to 05.16.2014
Served on the Charter Review Board in 1991
Community Development Advisory Board 1994-1995

### RAUL J. AGUILA

City Attorney #21 05.19.2014 to present

- ✓ 6.5.19 -The South Florida Business Journal has announced its 2019 Outstanding Voices Honorees, recognizing outstanding LGBTQ leaders, allies, and advocates. The honorees are being honored tonight, and Raul J. Aguila, our City Attorney, is among those being honored. Raul has been with the City for a long time and he knows that when Mayor Gelber's dad was Mayor they worked very hard on Ordinances that were groundbreaking. This award is not just for this year, it is for life of social justice, and the Commission is proud to have him as City Attorney.

### LUIS GARCIA

Fire Chief 1996 – 1999
Commissioner from 1999 to 2006
Resigned to run in 2006 and was elected as State Representative

### VIRGILIO FERNANDEZ

Fire Chief 2014 to present

## POLICE CHIEF

Richard Barreto 1994 -2001

## CITY MANAGERS

| | |
|---|---|
| JOSE GARCIA-PEDROSA | 1995 - 1998 |
| SERGIO RODRIGUEZ (Deputy City Manager) | 1998 – 1999 |
| JORGE GONZALEZ | 2000 - 2012 |
| JIMMY L. MORALES | 2013 to present |

# HISPANICS THAT SHAPED THE HISTORY OF MIAMI BEACH

**CITY CLERK**
Rafael E. Granado 2012 to present
Mr Granado is the first Hispanic City Clerk in the City of Miami Beach

## ACTIVISTS AND NON FOR PROFIT ORGANIZATIONS

**UNIDAD**
Adrian Raymond

**VICTOR DIAZ**
- ✓ Recognized in 2000 for his tireless efforts on behalf of the community and for being awarded the Prestigious 2000 Tobias Simon Pro Bono Service Award from the Florida Bar.
- ✓ Hispanic Affairs Committee member 1995

**DANIEL VEITIA**
Hispanic Heritage Festival – North Beach

**WOMEN WORTH KNOWING**
**2003**
Roymi Membiela, Chair of the Community Relations Committee
Liliam Lopez, President of the Latin Chamber of Commerce
Christina Cuervo, Miami Beach Assistant City Manager.

**COMMISSION ON THE STATUS OF WOMEN**
Ada Llerandi
Diane Susi
Ana Kasdin
Elsa Orlandini
Ida Percal
Robyn Ragone
Laura Veitia
Ana Cecilia Velasco
Carmen Granda

**ELSA URQUIZA**
Board Of Adjustment 2004

2010 HISPANIC HERITAGE AWARD WINNERS
The Winners of the Hispanic Heritage Award exemplify the values that they most cherish: integrity, professionalism, and true caring for the community they live in.

**LUIS HERNANDEZ, BUSINESS**

**ELSA URQUIZA, RESIDENT**

**MARIA ACOSTA, PRINCIPAL OF BISCAYNE ELEMENTARY**

**MARGARITA CEPEDA, SOCIAL SERVICES, AND**

**FERNANDO SID DE DIEGO, LOCAL ARTIST IN MIAMI BEACH**

# HISPANICS THAT SHAPED THE HISTORY OF MIAMI BEACH

**ANA CECILIA VELASCO**
- ✓ In 2014 she received a proclamation for her accomplishments:
- ✓ Executive Vice-President and Chief Operating Office of the Miami Beach Chamber of Commerce since March of 2010, one of the oldest business organizations in South Florida
- ✓ Worked for the City of Miami Beach and has been an amazing partner for the City and for the residents and businesses.
- ✓ Hispanic Affairs Committee
- ✓ Ocean Drive Association Executive Director

**FRANCIS TRULLENQUE**
Hispanic Affairs Committee

**BARBARA MONTERO**
Community Relations Board
Founder of SMILE…Pass It On! Program ("Service Manners Ideals Leadership and Excellence")

**BELKYS NEREY**
Hispanic Heritage Recognition 2013
A Miami Beach resident. Belkys is a role model for women of all ages

**STEVE ZACK**
- ✓ In 2009 recognized as First Hispanic Florida Bar President & First Hispanic President of the American Bar Association
- ✓ Chair of the Charter Review Board in 1993, 2003 & 2013
- ✓ Budget Advisory Committee member – 2015
- ✓ Debarment Committee member 2010 – 2012
- ✓ Convention Center Capital Projects Oversight Committee 2002

**ALFREDO GONZALEZ, SR.**
Founder of David's Café
Plaque installed on the façade of building at 1058 Collins Avenue, location of the original David's Café, commemorating the contributions of the late Alfredo Gonzalez, Sr. in 2019

**LUCY DELGADO**
- ✓ Owner/operator of International Vacation Club in Miami Beach
- ✓ Sponsor of the Hispanic Heritage Month VIP Reception on October 8th
- ✓ Former member of Sister Cities Committee
- ✓ Member of the Miami Beach Latin Chamber of Commerce Board of Directors
- ✓ Goodwill ambassador between our City and Sister City of Cozumel.

**MITCHELL BERMUDEZ**
- ✓ General Manager of Hilton Hampton Inn Miami Beach
- ✓ Sponsored the 2018 Hispanic Heritage Honoree Reception

**SCULL SISTERS**
ARTISTS
- ✓ In 2000, they were recognized by Commissioner Smith for the positive image they bring to the City.
- ✓ Haydée (d. 2007) and Sahara (d. 2008) Scull, known as the Scull Twins or the Scull sisters, were Cuban-Chinese Folk-artists.
- ✓ They typically created humorous three-dimensional paintings and sculptures of Old Havana and Florida, using paper Mache, wire, and acrylic paint. These now fetch high prices with collectors

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH, ON BEHALF OF THE MIAMI BEACH POLICE DEPARTMENT, AND THE PINELLAS COUNTY SHERIFF'S OFFICE, FLORIDA, TO PROVIDE CERTAIN MIAMI BEACH POLICE DEPARTMENT OFFICERS TRAINING AND ACCESS TO FLORIDA'S FACIAL RECOGNITION NETWORK, WHICH WILL AID IN THE IDENTIFICATION OF MISSING PERSONS AND CRIMINAL SUSPECTS.

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## RECOMMENDATION

## ANALYSIS

The Pinellas County Sheriff's Office (PCSO), located in the State of Florida, hosts the largest single facial recognition database in the U.S., calledFlorida's Facial Recognition Network (FR-Net). Pinellas deputies — as well as over 230 partnering agencies in Florida — use FR-Net to run photos of unknown suspects against a database of over 25 million identified faces pulled from criminal and non-criminal sources like driver's licenses, mugshots and federal IDs.

More specifically, FR-Net provides facial biometric search capabilities, subject information, face image comparison tools, training for facial recognition search, and face image analysis methods and best practices via Criminal Justice Network (CJNET) to authorized Florida law enforcement agencies

Under the proposed Memorandum of Understanding (MOU), the PCSO would provide self-paced online training information for selected members of the Miami Beach Police Department (MBPD) and, after successful completion of the training material, grant access and make information available for the trained personnel to perform automated facial recognition searches and face image comparisons through the Face Analysis Comparison & Examination System (FACES). Being able to access this facial recognition network for criminal justice purpose will benefit the MBPD as it will inevitably provide critical investigative information potentially leading to suspect or missing person identifications.

The City of Miami Beach has the authority under Chapter 23 of the Florida Statutes, known as

the “Florida Mutual Aid Act,” to enter into Voluntary Cooperation and Operational Assistance Mutual Aid Agreements.

The MBPD therefore requests the Mayor and the City Commission to authorize the City Manager and City Clerk to execute this Memorandum of Understanding with the Pinellas County Sheriff’s Office.

**Legislative Tracking**
Police

**ATTACHMENTS:**

**Description**

- FRNet-Faces Resolution

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH, ON BEHALF OF THE MIAMI BEACH POLICE DEPARTMENT, AND THE PINELLAS COUNTY SHERIFF'S OFFICE, FLORIDA, TO PROVIDE CERTAIN MIAMI BEACH POLICE DEPARTMENT OFFICERS TRAINING AND ACCESS TO FLORIDA'S FACIAL RECOGNITION NETWORK, WHICH WILL AID IN THE IDENTIFICATION OF MISSING PERSONS AND CRIMINAL SUSPECTS.**

**WHEREAS**, it is the responsibility of the Miami Beach Police Department ("Police Department") to utilize advanced technologies, investigative best practices, and develop mutually beneficial partnerships to prevent and solve crimes that take place within its jurisdiction; and

**WHEREAS**, the Police Department has determined that facial recognition software and their databases have proven to be a highly effective tool in the identification of missing persons and criminal suspects; and

**WHEREAS**, the Pinellas County Sheriff's Office ("PCSO"), hosts the largest single facial recognition database in the United States, known as Florida's Facial Recognition Network ("FR-Net"), and maintains the Face Analysis Comparison & Examination System ("FACES") that performs automated facial recognition searches and face image comparisons for various law enforcement agencies in the state of Florida; and

**WHEREAS**, over 230 partnering agencies in Florida utilize FR-Net to compare photographs of unknown criminal suspects against a database of over 25 million identified facial images that have been obtained from various criminal and non-criminal sources such as driver's licenses, mugshots and federal IDs; and

**WHEREAS**, the Memorandum of Understanding with PCSO would provide online training information for select members of the Miami Beach Police Department and, after successful completion of the training material, grant those trained personnel access to FR-Net in order to perform automated facial recognition searches and face image comparisons through FACES; and

**WHEREAS**, the City of Miami Beach desires to execute the Memorandum of Understanding in order for the Police Department to obtain access to FR-Net, thereby improving and enhancing the capability of the Police Department to generate investigative leads in the identification of missing persons and criminal suspects.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, authorizing the City Manager and City Clerk to execute a Memorandum of Understanding between the City of Miami Beach, on behalf of the Miami Beach Police Department, and the Pinellas County Sheriff's Office, Florida, to provide certain Miami Beach Police Department Officers training and access to Florida's Facial Recognition Network, which will aid in the identification of missing persons and criminal suspects.

**PASSED and ADOPTED** this ___ day of _____, 2019.

**ATTEST:**

_____
Dan Gelber, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney YL Date 2/23/19

MIAMI BEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE AT ITS FEBRUARY 22, 2019 MEETING, AND ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE AT ITS MAY 20, 2019 MEETING, AND ALLOCATING AND AUTHORIZING THE CITY MANAGER TO USE GENERAL FUND CONTINGENCY FUNDS, IN THE TOTAL NOT-TO-EXCEED AMOUNT OF $30,000 FOR FY 2018-19, AND $30,000 FOR FY 2019-20, TO PROCEED WITH THE APPLICATION PROCESS AND INSTALLATION OF STATE HISTORICAL MARKERS FOR EIGHTEEN (18) SITES THROUGHOUT THE CITY.

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## RECOMMENDATION

The administration recommends that the City Commission adopt the Resolution authorizing the application process and installation of state historical markers in accordance with the funding recommendations of the Finance Committee.

## ANALYSIS

### HISTORY:

On January 16, 2019, at the request of Commissioners John Elizabeth Aleman and Mark Samuelian, the City Commission referred the subject discussion item to the Finance and City Wide Projects Committee (Item C4H).

On February 22, 2019, the Finance and City Wide Projects Committee discussed the item and approved a motion to budget $30,000 for the current budget year and $30,000 for next fiscal year for the installation of historic markers. Additionally, the Finance Committee requested that the Administration create a prioritized list of marker locations, as recommended by Dr. Lynette Long, to be discussed at Neighborhood and Community Affairs Committee.

On May 20, 2019 the Neighborhood and Community Affairs Committee discussed a prioritized list of locations for historical markers, as prepared by the Administration. At this meeting, the Committee recommended approval of 18 locations, as recommended by the administration, with the understanding that the administration would determine which of the markers would include double

sided text and that the final locations would be further refined in a manner that would result in greatest visibility possible.

**BACKGROUND / SUMMARY**

The Florida Historical Marker Program is administered by the Florida Department of State, Division of Historical Resources. The program recognizes historic resources, as well as persons and events that are significant in the areas of architecture, archaeology, and historic culture, by promoting the placing of historic markers and plaques at sites of historic and visual interest to visitors.

Applications are submitted to the Division of Historical Resources and reviewed by the Florida Historic Marker Council several times throughout the year. Applications are required to include a historical documentation, bibliography, current photographs of resource or site, copy for the Marker text and signed property owner's permission. It is the applicant's responsibility to pay for the marker and all associated installation costs.

The cost for a single-sided marker is $2,010 and the cost of a double sided marker is $2,330. According to the Florida Department of State, costs are subject to change and an applicant is notified of the current cost after an application has been approved by the Florida Historic Marker Council.

Each marker is made of cast aluminum with a dark blue background with white lettering and a white Florida Heritage emblem. The markers come with a 7'-0" concrete post and have a text area of 30" by 42".

The following is the prioritized list of marker locations, as recommend by the Neighborhood and Community Affairs Committee:

| Priority | Name | Notes |
|---|---|---|
| 1 | North Shore National Register Historic District (National Register of Historic Places | Recommended location: Tatum Waterway Park, 80th St & Carlyle Av |
| 2 | Normandy Isles Historic District (National Register of Historic Places) | Recommended location: Vendome Plaza, Rue Vendome & Normandy Dr |
| 3 | Collins Waterfront Architectural District (National Register of Historic Places) | Recommended location: Pancoast Park, 36th Street |
| 4 | Lincoln Road Mall (National Register of Historic Places) | Recommended location: Within planter, Washington Av & Lincoln Rd |
| | | Recommended location: Belle Isle Park, |

| Priority | Name | Notes |
|---|---|---|
| 5 | Venetian Causeway (National Register of Historic Places) | Venetian Wy & Island Av |
| 6 | Espanola Way and the Clay Hotel | Recommended location: Espanola Plaza, Drexel & Espanola Installation will require the reconfiguration and enlargement of an existing small planter currently containing a date palm tree |
| 7 | Lummus Park | Recommended location: Lummus Park, 14th Place & Ocean Dr |
| 8 | Miami Beach Women's Club | Recommended location: 24th St & Flamingo Dr |
| 9 | Jackie Gleason Theater | Recommended location: 17th Street & theater entry drive |
| 10 | Miami Beach Architectural/Art Deco District (National Register of Historic Places) | Recommended location: Flamingo Park, 13th St & Meridian Av |
| 11 | Carl Fisher Clubhouse | Recommended location: 21st St & Washington Av |
| 12 | Historic City Hall | Recommended location: 12th Street & Washington Av |
| 13 | Bass Museum | Recommended location: Collins Park, Liberty Av & 22nd |
| 14 | 28th Street Obelisk/Pump Station | Recommended location: W 28th St & Pinetree Dr |
| | | Recommended location: 10th St & Ocean Dr, |

| Priority | Name | Notes |
|---|---|---|
| 15 | Beach Patrol Headquarters | within planter at north side of building |
| 16 | Fire Station No. 2 | Recommended location: 2300 Dade Blvd |
| 17 | North Beach Bandshell | Recommended location: Bandshell Park, 73rd St & Collins Av |
| 18 | Collins Canal | Recommended location: Canal Path, Dade Blvd &Convention Center Dr |

## CONCLUSION

In accordance with the February 22, 2019 recommendation of the Finance and Citywide Projects Committee and the May 20, 2019 recommendation of the Neighborhoods and Community Affairs Committee, the administration recommends that the City Commission adopt the Resolutiuon authorizing the following:

1. Proceeding with the application process and installation of state historical markers for the above noted sites.

2. The first nine markers shall be funded in the amount of $30,000 for FY 2019 from the general fund-contingencies.
3. The remaining nine markers shall be funded in the amount of $30,000 and shall be added to the Planning Department's FY 2020 current service level budget.

## Legislative Tracking

Planning

## Sponsor

Commissioners John Elizabeth Aleman and Mark Samuelian

## ATTACHMENTS:

**Description**

- Resolution

**RESOLUTION 2019-_____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE AT ITS FEBRUARY 22, 2019 MEETING, AND ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE AT ITS MAY 20, 2019 MEETING, AND ALLOCATING AND AUTHORIZING THE CITY MANAGER TO USE GENERAL FUND CONTINGENCY FUNDS, IN THE TOTAL NOT-TO-EXCEED AMOUNT OF $30,000 FOR FY 2018-19, AND $30,000 FOR FY 2019-20, TO PROCEED WITH THE APPLICATION PROCESS AND INSTALLATION OF STATE HISTORICAL MARKERS FOR EIGHTEEN (18) SITES THROUGHOUT THE CITY.**

**WHEREAS**, the Florida Historical Marker Program (the "Program") is administered by the Florida Department of State, Division of Historical Resources. The Program recognizes historic resources, as well as persons and events that are significant in the areas of architecture, archaeology, and historic culture, by promoting the placing of historic markers and plaques at sites of historic and visual interest to visitors; and

**WHEREAS**, on January 16, 2019, at the request of Commissioners John Elizabeth Aleman and Mark Samuelian, the City Commission referred the subject discussion item to the Finance and City Wide Projects Committee ("FCWPC") (Item C4H); and

**WHEREAS**, on February 22, 2019, the FCWPC discussed the item and approved a motion recommending that the City Commission budget $30,000 for Fiscal Year 2018-19, and $30,000 for Fiscal Year 2019-20, for the installation of historic markers. Additionally, the FCWPC requested that the Administration create a prioritized list of marker locations, as recommended by Dr. Lynette Long, to be reviewed and discussed by the Neighborhood / Community Affairs Committee ("NCAC"); and

**WHEREAS**, on May 20, 2019, the NCAC discussed a prioritized list of locations for historical markers, as prepared by the Administration. At this meeting, the Committee recommended approval of 18 locations, as recommended by the Administration, with the understanding that the Administration would (i) determine which of the markers would include double sided text, and (ii) further refine the final locations, in a manner that would result in greatest visibility possible.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby accept the recommendation of the Finance and Citywide Projects Committee at its June 28, 2019 meeting, and accept the recommendation of the Neighborhood / Community Affairs Committee at its May 20, 2019 meeting, and allocate and authorize the City Manager to use general fund contingency funds, in the total not-to-exceed amount of $30,000 for FY 2018-19, and $30,000 for FY 2019-20, to proceed with the application process and installation of State Historical Markers for eighteen (18) sites throughout the City.

**PASSED and ADOPTED** this 31st day of July, 2019.

**ATTEST:**

_____
Dan Gelber, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



_____ NK 7/24/19
City Attorney Date

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 2 TO THE COLLABORATION, FUNDING AND MANAGEMENT AGREEMENT BETWEEN THE CITY AND THE SABRINA COHEN FOUNDATION, INC. FOR AN ADAPTIVE RECREATION CENTER, WITH SUCH AMENDMENT NO. 2 EXTENDING THE FUNDRAISING SCHEDULE AND DEADLINES IN SECTION 7.1.B OF THE AGREEMENT BY TWELVE (12) MONTHS, IN ORDER TO PROVIDE THE FOUNDATION WITH ADDITIONAL TIME TO RAISE DONATIONS FOR THE DESIGN AND CONSTRUCTION OF THE ADAPTIVE RECREATION CENTER.

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## RECOMMENDATION

Approval of Amendment No. 2 to the Agreement between the City and the Sabrina Cohen Foundation, Inc. for an Adaptive Recreation Center.

## ANALYSIS

On October 31, 2017, the Mayor and City Commission adopted Resolution No. 2017-30082, approving an Agreement with the Sabrina Cohen Foundation, Inc. (the "Foundation"), for the Foundation to raise the funds and be responsible for all of the expenses related to the City's design, development and construction of an Adaptive Recreation Center (the "Center") to be located within a portion of the City's "P72" surface parking lot at the 53rd Street and Collins Avenue (the "P72 Lot").

The City would be the owner of the Center, which will be used for the primary purpose of providing the general public and specifically, persons living with physical and cognitive disabilities, including seniors living with disabilities and able-bodied individuals with temporary injuries, with an accessible access point to the beach and related beach programming.

The Agreement between the City and the Foundation was executed on November 2, 2017 (Exhibit "1").

Subsequently, on July 2, 2018, pursuant to the Agreement's terms, the Mayor and City Commission adopted Resolution No. 2018-30377, and approved, in the City's proprietary capacity, the

Foundation's proposed Concept Plan for the Center.

On January 16, 2019, the City Commission approved Amendment No. 1 (Exhibit "2") via Resolution No. 2019-30671 updating certain technical references, consistent with the Concept Plan approved by the City Commission on July 2, 2018 and applicable provisions of the City Code.

The City and the Foundation desire to make an additional amendment to the Agreement, simply to extend the fundraising schedule and deadlines in Section 7.1.b by 12 months in order to allow additional time for large donors to contribute.

Currently the Foundation has had until July 2, 2019 to raise 25% of the funds for the Adaptive Recreation Center. The Foundation has requested an extension of twelve (12) months to the fundraising schedule as the initial donations are the most difficult to secure.

The proposed amendment is attached as Exhibit "3" hereto.

**Legislative Tracking**
Parks and Recreation

**Sponsor**
Commissioner Joy Malakoff

**ATTACHMENTS:**

**Description**

- Exhibit 1 - Collaboration Funding and Management Agreement between CMB and Sabrina Cohen Foundation
- Exhibit 2 - Amendment No. 1
- Exhibit 3 - Amendment No. 2
- Resolution

2017-30082

**COLLABORATION, FUNDING AND MANAGEMENT AGREEMENT**

**BETWEEN**

**THE CITY OF MIAMI BEACH, FLORIDA**

**AND**

**THE SABRINA COHEN FOUNDATION, INC.**

**FOR**

**AN ADAPTIVE RECREATION CENTER**

THIS AGREEMENT, is made and executed on this 2nd day of November, 2017, by and between the CITY OF MIAMI BEACH, a municipal corporation organized and existing under the laws of the State of Florida ("City"), and THE SABRINA COHEN FOUNDATION, INC., d/b/a The Sabrina Cohen Foundation, a Florida not-for-profit corporation, whose principal office is located at 1800 Sunset Harbour Drive, #2406, Miami Beach, Florida, 33139 ("FOUNDATION") (each, a "Party," and collectively, the "Parties").

**RECITALS:**

**WHEREAS**, since 2015, the City has explored opportunities to provide greater access to the City's beaches to persons living with physical and cognitive disabilities, including through development of a wellness center on City-owned property; and

**WHEREAS**, the City is the owner of certain real property located at and around 5301 Collins Avenue, which includes City Fire Station 3, the parking lot areas east and south of Fire Station 3, Beach View Park, and associated facilities (the "Property"); and

**WHEREAS**, in an effort to provide enhanced recreational programming at Beach View Park and greater access to the City's beaches, the City desires to expand the footprint available for Beach View Park facilities, without reducing any existing Park greenspace, and to use a portion of the Property to provide expanded parks and recreation services to the public, including persons living with physical and cognitive disabilities, seniors living with disabilities,

and able-bodied individuals with temporary injuries; and

**WHEREAS**, the FOUNDATION is a Florida not-for-profit corporation of the State of Florida, that exists as a 501(c)(3) public charity under the Internal Revenue Code, and currently operates a successful adaptive beach day program within the City of Miami Beach, with accessible beach programming at or near Allison Park; and

**WHEREAS,** in view of the limited funding available to the City to support its City-wide parks and recreational needs, the FOUNDATION approached the City with a proposal to provide the necessary funding for the design, development, and construction of a City-owned adaptive recreational facility (hereinafter referred to as the "Adaptive Recreation Center" or "Center") which, once completed, will be used in accordance with this Agreement for the purposes specified herein, with the intent of providing an accessible access point to the beach, and beach programming for persons living with physical and cognitive disabilities, seniors living with disabilities, and able-bodied individuals with temporary injuries; and

**WHEREAS,** on March 22, 2017, Commissioner Joy Malakoff sponsored a referral to the Finance and Citywide Projects Committee ("Finance Committee"), for discussion of a possible agreement with the FOUNDATION for the Center at the Property; and

**WHEREAS,** on April 17, 2017, the City conducted a community outreach meeting to obtain public input as to the conceptual terms of the FOUNDATION's proposal; and

**WHEREAS,** on April 22, 2017, the Finance Committee discussed the FOUNDATION's proposal for the Center, obtained public input with respect to the FOUNDATION's proposal, and directed the Administration to work with the FOUNDATION to develop an agreement with respect thereto; and

**WHEREAS**, the City and the FOUNDATION prepared an agreement with the proposed terms for the FOUNDATION's funding of the design, development and construction costs for the Center, and management and operation thereof, which was presented to the City Commission at its July 26, 2017 meeting; and

**WHEREAS,** at the July 26, 2017 City Commission meeting, following public input and discussion, the Mayor and City Commission endorsed the concept for the Center at the Property, and referred the proposed Agreement to the Finance Committee for further review and comment; and

**WHEREAS**, at the July 28, 2017 Finance Committee meeting, the Finance Committee discussed the terms of the proposed Agreement, provided additional direction to the Administration and City Attorney's Office with regard to proposed terms for the Agreement, and provided the public with an additional opportunity to comment on the proposed Agreement; and

**WHEREAS**, at the September 20, 2017 Finance Committee meeting, the Finance Committee considered a revised draft of the proposed Agreement (incorporating the Finance Committee's July 28, 2017 comments, as well as other negotiated terms), heard additional public input and comment, and favorably recommended that the City Commission approve this Agreement; and

**WHEREAS,** following further public input, on October 31, 2017, the City Commission adopted Resolution No. 2017-30082, and approved this Agreement; and concluded that, subject to the FOUNDATION's obligation to cover the costs for the design, development and construction of the Center, the City is desirous of forging a partnership with FOUNDATION to manage the proposed Center on a portion of the Property, and has deemed that it would be in the City's best interest to utilize FOUNDATION's prior experience in developing adaptive beach programming in Miami Beach.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The above recitals are true and correct and are incorporated by reference as if fully set forth herein.

**SECTION 2. THE PREMISES; GRANT OF RIGHTS.**

2.1. The premises shall consist of a footprint of approximately (but not more than ) 5,000 square feet of land located east of 5301 Collins Avenue, on a portion of the Property described in Exhibit "A," attached hereto, and which shall contain a two-story building of up to a maximum (but no more than) 10,000 sq. ft., with a maximum (but not to exceed) height of twenty four (24) feet, and with the final precise location on the Property to be determined by, and subject to the final approval of, the City Commission, as part of the design development process outlined in Section 6 of this Agreement (the approved location/site of the Center on the Property shall hereinafter be referred to as the "Premises").

2.2. The City, as of the Possession Date (as defined in Section 3 herein), and provided that the FOUNDATION has (i) raised all of the funds required for the design, development, and construction of the Center, **and** (ii) timely and satisfactorily complied with all of its obligations pursuant to Sections 4, 5 and 6 of this Agreement, grants to FOUNDATION, and FOUNDATION accepts from the City, this Agreement for the exclusive use, management, coordination, and operation of the Center, for the Term (as defined in Section 3 herein), in conformance with the purposes stated herein, and subject to all the terms and conditions set forth herein. As of the Possession Date, and during the Term, FOUNDATION shall have the primary use and occupation of the Premises and the Center, and shall be responsible for the Center's management, operation, programming, and maintenance.

2.3. As of the Possession Date, FOUNDATION shall accept the Premises and the Center, in their "as is" condition, and, except as specifically provided herein, without any representations or warranties of any kind or nature whatsoever by City as to their respective condition or as to their use or occupancy which may be made thereof.

2.4. At no time shall the Premises or the Center include, nor reduce, any existing Beach View Park greenspace.

**SECTION 3. EFFECTIVE DATE; POSSESSION DATE; TERM.**

3.1 This Agreement shall be effective on the date it is signed by both Parties

("Effective Date").

3.2 The term of this Agreement shall commence on the date of issuance of a final certificate of occupancy by the City of Miami Beach Building Department for the Center ("Possession Date"), and shall continue thereafter for a term of nine (9) years (the "Term").

3.3 Within thirty (30) days after the Possession Date, the City Manager and FOUNDATION shall execute a written memorandum, filed with the City Clerk, for the purpose of memorializing the Possession Date, the date of expiration of the Term, and the use period referenced in Section 5 of this Agreement.

**SECTION 4. DEVELOPMENT OF ADAPTIVE RECREATION CENTER.**

4.1. The FOUNDATION agrees to cover any and all hard and soft costs required for the design, development and construction of the Center including, without limitation, any permit fees or impact fees that may be required, and any and all furniture, fixtures and equipment required to manage and operate the Center for its intended purposes (Collectively, all such design, development, and construction costs shall be hereinafter referred to as the "Project Costs").

4.2. **THE FOUNDATION ACKNOWLEDGES THAT THE CITY HAS NOT IDENTIFIED OR APPROPRIATED ANY CITY (OR OTHER) FUNDS FOR THE DESIGN, DEVELOPMENT, AND CONSTRUCTION OF THE CENTER, OR FOR ANY PROGRAMMING, MANAGEMENT OR OPERATION COSTS AT THE CENTER. THE FOUNDATION FURTHER ACKNOWLEDGES AND AGREES THAT BY ENTERING INTO THIS AGREEMENT, THE CITY SHALL HAVE NO OBLIGATION TO CONTRIBUTE ANY FUNDS FOR THE PROJECT COSTS, OR FOR ANY PROGRAMMING, MANAGEMENT OR OPERATION COSTS. ANY CITY FUNDING COMMITMENTS WITH RESPECT THERETO SHALL REQUIRE PRIOR CITY COMMISSION APPROVAL, WHICH APPROVAL, IF GIVEN AT ALL, SHALL BE AT THE CITY COMMISSION'S SOLE DISCRETION.**

4.3. In order to permit the FOUNDATION time to engage in the necessary

fundraising, the City will not use the Premises or dedicate the Premises for any purpose other than its current use as a municipal surface parking lot, for the period of time provided in Section 7 hereof (during which time, the FOUNDATION shall be required to actively raise the necessary funds to cover the Project Costs).

4.4. Any funds the City accepts from the FOUNDATION for the Center shall be used exclusively to support the design, development and construction of the Center. Any donations transferred by the FOUNDATION to the City for the Center (the "Project Donations") shall be accounted for separately, in a restricted special revenue fund, and used solely by the City for payment of Project Costs.

4.5. The Parties acknowledge and agree that the Premises and Center shall be owned by the City, as a parks and recreation building under the auspices of the City's Parks and Recreation Department. At all times, City shall retain ownership of the Premises and the Center. With respect to furniture, fixtures and equipment, the FOUNDATION shall own any furniture, non-permanent fixtures, and equipment that is paid for with FOUNDATION funds. The City shall own all permanent fixtures, as well as any equipment, non-permanent fixtures and furniture paid for by the City, if any, as part of the City's Parks and Recreation Department asset inventory.

4.6. The City's Office of Grants Administration shall meet and work with the FOUNDATION in good faith to identify potential grant opportunities that may be available to either the City, the FOUNDATION, or both, in support of the design, development, and construction of the Center. The FOUNDATION shall otherwise be responsible for applying for any grants in support of the Center. With respect to grant opportunities that may only be available to the City (in its capacity as a public entity), the City, in good faith, may, at its sole discretion, apply for such grants, provided that the City shall have no obligation to apply for grants that require a City funding match, unless such grant application is approved by the City Commission, and which approval shall be at the City Commission's sole discretion. Except as

otherwise stated above, City's sole obligation pursuant to this subsection shall be to meet with the FOUNDATION to assist in identifying potential grant opportunities for the FOUNDATION to follow-up on, at its discretion.

4.7. The FOUNDATION agrees that, as part of its fundraising efforts, it will not accept any donation, grant, or other funds for the design, development or construction of the Center that contains any restriction or imposes any requirements on the City (other than the general restriction that any donation, grant, or other funds be applied for the design, development or construction of the Center); and, specifically, the FOUNDATION shall not accept any donation, grant or other funds that include, without limitation, any requirement of specific programming at the Center, any requirement that would involve the expenditure of public funds, or any limitation with respect to the City's selection of any manager/operator for the Center. All donations, grants, or other funding that require any interior or exterior naming rights shall be subject to the provisions of this Agreement, including Section 16 hereof, and the City's Naming Ordinance, as codified in Chapter 82, Article VI, Sections 82-501 through 82-505 of the City Code, as may be amended from time to time. The City's intent with respect to the foregoing is not to restrict the FOUNDATION's fundraising efforts, but rather to ensure that any funds transferred to the City for the design, development, and construction of the Center are strictly for the Project Costs, and do not include any additional use restrictions or other commitments that the City Commission has not previously approved.

**SECTION 5. APPROVED PERMITTED USES OF THE ADAPTIVE RECREATION CENTER.**

5.1. The City agrees that following the issuance of a final certificate of occupancy for the Center, the Center shall be used solely (i) as an adaptive recreation center serving persons living with physical and cognitive disabilities, seniors living with disabilities, and able-bodied individuals with temporary injuries; and (ii) for ancillary uses reasonably or logically connected thereto (such ancillary uses including, without limitation, strength, conditioning, cardio, resistance training, yoga, meditation, art and music classes, wellness programs or related

activities, charitable fundraisers, specialty sales [such as sunscreen lotion, towels, and the like], and the sale of food and non-alcoholic beverages), as well as supporting beach access and connectivity programs including, without limitation, adaptive surf and scuba, shoreline flotation and swimming programming (together, the uses in Section 5.1(i) and 5.1(ii) shall be defined as, and may hereinafter be referred to as, the "Approved Uses"). The Premises shall be used by FOUNDATION solely and exclusively for the Approved Uses, or such other uses as may be approved by the City Commission, as set forth in Section 5.2 below, and for no other purposes or uses whatsoever.

5.2. In the event that the FOUNDATION seeks to use the Premises for any use other than the Approved Uses, the FOUNDATION shall notify the City Manager of the proposed new use, in writing. If the City Manager determines that the proposed new use is not reasonably or logically connected to the Approved Uses, then each such proposed new use shall be subject to the prior written approval of the City Commission, which approval, if given at all, shall be at the City Commission's sole discretion, and which shall be memorialized as an amendment to this Agreement.

5.3. **In no event shall the Center be used as a hall for hire, banquet hall, or similar third-party venue rental, or for the sale of alcoholic beverages (provided, however, that the FOUNDATION may serve alcoholic beverages at charitable fund-raisers at the Premises from time to time)**.

5.4. If the FOUNDATION uses the Premises or the Center for any purposes and/or uses not expressly approved in Section 5 herein, such use shall be considered a default under this Agreement and the City shall be entitled to all remedies, including termination of this Agreement (upon expiration of the applicable notice and cure period), as set forth in Section 27 herein. In addition, notwithstanding any other terms of this Agreement, the City shall be entitled to seek immediate relief, whether at law or equity, to restrain such improper use(s).

5.5. If at any time during the Term, the FOUNDATION or any successor organization

is not able to cover the operating, maintenance and programming costs for the Center, in the manner as contemplated herein, the City shall use good faith efforts to seek another qualified vendor to assume the maintenance and programming obligations described herein and, in the event that the City is unable to secure an agreement with another qualified vendor, the City shall assume control of the Center and shall use the Center for the most closely-related Parks Department purposes, as determined by the City Commission in its reasonable discretion, provided, however, that the Center building shall continue to serve as an accessible entry point to the beach. In determining the most "closely related" Parks Department purposes, the Parties agree that the City may use the Center for Parks Department programming, such as providing general wellness or recreational programming, in combination with beach accessibility (which may be satisfied, without limitation and by way of example only, by making available electric beach chairs at the Premises, and providing space within the Center for persons to temporarily store their wheelchairs while the electric beach chairs are in use).

5.6. Following the Possession Date, and for a period of forty (40) years thereafter, the City agrees that the Center building shall be used for the benefit of the public, for the Approved Uses and purposes as provided herein, pursuant to Sections 5.1 through 5.5 of this Agreement.

5.7. The provisions of this Section 5 shall specifically survive termination of this Agreement.

## SECTION 6. PROJECT ADMINISTRATION AND BUDGET FOR DESIGN, DEVELOPMENT AND CONSTRUCTION OF ADAPTIVE RECREATION CENTER.

6.1. The budget of the Project Costs for the design, development, and construction of the Center shall be subject to the mutual agreement of the City and the FOUNDATION, and subject to final approval by the City Commission. The budget shall include a 10% contingency for the City to cover unforeseen circumstances and Project Costs, and the Center will be designed to this budget.

6.2. The design, development, and construction of the Center shall be administered as a City project in accordance with all City procurement and applicable laws, including, without limitation, LEED certification requirements, and the budget for the Center shall reflect such requirements. The City shall be responsible for entering into the contract with the architect-engineer, the construction contractor, and any ancillary professionals or other vendors required to complete the Center and related improvements, and the City's Capital Improvements Office shall serve as the contract administrator. Once the budget for the Project Costs is established, the FOUNDATION and City shall finalize the project schedule, outlining proposed timeframes for FOUNDATION's fund-raising efforts (based on the milestones set forth in Section 7 of this Agreement), and timeframes for the completion of Project-related deliverables.

a. No later than six (6) months following the Effective Date, the FOUNDATION, at its sole cost and expense, shall submit to the City Manager a preliminary draft concept design, and a proposed operating plan, with sufficient detail to enable the City to accurately estimate the Project Costs, including construction costs, FF&E costs, and the operation and maintenance costs of the Center ("Draft Concept Plan"). The Draft Concept Plan shall, at a minimum, include details with respect to the proposed design for the Center, including layout and siting, preliminary elevations, size of building footprint, height, and other improvements and appurtenances proposed upon the Premises. Upon the FOUNDATION's submission of the Draft Concept Plan to the City Manager, the City Manager shall have sixty (60) days to review and provide the FOUNDATION with any comments thereto, including comments with respect to a preliminary estimate of Project Costs.

b. Following the City Manager's review of the Draft Concept Plan and development of a preliminary estimate of the Project Costs, as outlined in this Section 6, the FOUNDATION may submit and seek City Commission approval of two (2) versions of its concept design, including: (i) a base concept design, with a proposed design and scope sufficient to meet the intended purposes of the Center (the "Base Concept Design"); and (ii) an

enhanced concept design, with additional design features or components that may be included if the FOUNDATION exceeds its fund-raising goals ("Enhanced Concept Design") (collectively, the Base Concept Design and the Enhanced Concept Design shall be referred to herein as the "Concept Plan"). At a minimum, the Concept Plan shall include landscaped, vegetative "green" roof elements, and shall ensure that no public access to the City's beach is blocked. In considering the FOUNDATION's proposed Concept Plan, the City Commission shall also consider the City Manager's comments or recommendations, if any, with respect to the proposed Concept Plan.

c. The Concept Plan shall be subject to approval by the Mayor and City Commission at a regularly noticed meeting, which approval shall not be unreasonably withheld. Should the City Commission decline to approve the Concept Plan, the City Commission may either grant the FOUNDATION additional time to submit a revised Concept Plan for its consideration, or the Commission may terminate this Agreement, at its sole discretion. In the event of termination of this Agreement pursuant to this subsection, each Party shall bear its own costs and expenses incurred in connection with this Agreement, and, except as otherwise stated in this Agreement, neither Party shall have any further liability to the other.

6.3. The design documents, including plans and specifications, for the Center, shall be developed consistent with the approved Concept Plan. During the design development period, the FOUNDATION agrees to provide City with input with respect to design development. The City agrees to provide full consideration to the FOUNDATION's input, particularly with respect to aspects of the design that may enhance the use of the Premises for its intended accessibility-related purposes. All design documents, plans and specifications shall be subject to City Manager's final approval, and all applicable governmental requirements, including regulatory approval by the Historic Preservation Board and agencies having jurisdiction over the Premises.

6.4. As part of the design development process, the City shall require the architect/engineer to provide an updated estimate of the construction costs, and the estimate of total Project Costs shall be adjusted accordingly, with the budget for the Center to be subject to City Commission approval. In the event the estimates to design/construct the Facility exceed available funds, or in the event cost overruns with respect to the Project Costs are anticipated or experienced during the construction of the Center, the City and the FOUNDATION shall work together to either identify additional funds or adjust the project scope, as necessary. Except for the expenditure of the funds received from the FOUNDATION for the Center, City shall have no obligation to expend any funds to design, construct, equip or operate the Center.

In the event the Center and related improvements are developed, designed and constructed for less than the amounts contributed by the FOUNDATION for Project Costs, then any unused Project Donations shall be returned to the FOUNDATION within 60 days following (i) the issuance of a Certificate of Occupancy and (ii) receipt of a certificate of final payment/release of all claims from the construction contractor.

6.5. The City Manager, at his or her discretion, may request the participation of a FOUNDATION representative on the evaluation committee for the architect/engineer or contractor for the project.

**SECTION 7. MILESTONES**

7.1 The initial milestones for the project are as follows:

a. No later than six (6) months following the Effective Date, the FOUNDATION shall submit to the City Manager the Draft Concept Plan.

b. The FOUNDATION commits to the following fundraising schedule and deadlines, based on the estimated budget of Project Costs for the Base Concept Design:

(i) 25% of Project Costs raised (in cash, donation pledges and grant commitments) within twelve (12) months following the City Commission's approval of the

Concept Plan;

(ii) 50% of Project Costs raised (in cash, donation pledges and grant commitments) within twenty-four (24) months following the City Commission's approval of the Concept Plan; and

(iii) 100% of Project Costs raised (in cash, donation pledges and grant commitments) within thirty-six (36) months following the City Commission's approval of the Concept Plan.

7.2 The City shall not enter into any binding agreement with an architect/engineer for the design of the Center until all of the following events have occurred:

a. the FOUNDATION has transferred the funds sufficient to cover the total contract amount for architectural/engineering fees; and

b. the FOUNDATION has evidenced to the City's Financial Officer that it has received total donation pledges or grant commitments in an amount sufficient to cover the remaining Project Costs, and that such pledges and commitments are anticipated to be fulfilled within nine (9) months following execution of the agreement between City and the architect/engineer; and

c. any naming rights associated with donations or grants are approved pursuant to Section 16 herein and the City's Naming Ordinance, but only if such donation is (i) contingent upon naming rights being conferred, and (ii) if the amount of the donation is required for purposes of covering the total contract amount for architectural and engineering services for the Center.

d. The City's agreement with the architect for the Center shall be subject to the City Commission's prior approval.

e. City will initiate the design solicitation process to select the architect/engineer for the project, as referenced herein, within ninety (90) days following the

FOUNDATION's transfer of the funds required for design (currently estimated to be $500,000), and satisfaction of the requirements of this Section 7.2 (and subsections thereof).

7.3 The City shall not enter into a binding agreement with a construction contractor for the Center until such time as all of the following events have occurred:

a. the FOUNDATION transfers the funds sufficient to cover the total estimated construction costs, and

b. any naming rights associated with donations or grants are approved pursuant to Section 16 herein and the City's Naming Ordinance, but only if such donation is (i) contingent upon naming rights being conferred, and (ii) if the amount of the donation is required for purposes of covering the total contract amount for the construction of the Center.

c. The City's agreement with the contractor for the Center shall be subject to the City Commission's prior approval.

d. City will initiate the construction bid process to select the contractor for the project, as referenced herein, on the later of (i) the date of completion of design; and ninety (90) days after the FOUNDATION has transferred the funds required for construction (currently estimated to be $4 million) and satisfied the requirements of this Section 7.3 (and subsections thereof).

7.4 As provided in Section 29.4 of this Agreement, the City may terminate this Agreement for its convenience if the FOUNDATION has not contributed the total Project Costs to the City within three (3) years following the City Commission's approval of the Concept Plan, or if the FOUNDATION has not met any of the fund-raising milestones set forth in this Section 7 of this Agreement. Prior to exercising its right to terminate this Agreement for failure to achieve any of the fund-raising milestones provided in this Section 7, the City, through its City Manager, shall first provide the FOUNDATION with advance written notice of the City's intent to terminate

the Agreement for failure to achieve a fund-raising milestone, and a thirty (30) day opportunity to cure the fund-raising deficiency.

7.5 In the event the FOUNDATION and City agree upon a final Project budget in an amount other than $4.5 million, the milestone amounts identified in this Section 7 shall be adjusted on a proportionate basis.

**SECTION 8. OPERATION AND MANAGEMENT OF THE ADAPTIVE RECREATION CENTER.**

8.1. From and after the Possession Date, and subject to the Approved Uses in Section 5 (as same may be amended from time to time), and the terms, limitations and required approvals contained in this Agreement, FOUNDATION is authorized and required, and shall have the exclusive right to:

a. Manage and direct the Center and coordinate and supervise all Approved Uses thereof at the Premises;

b. Maintain and provide for the day-to-day maintenance and housekeeping for the Premises;

c. Supervise and direct all Center employees and personnel consistent with the provisions of this Agreement;

d. Maintain and supervise detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles. All financial records maintained pursuant to this Agreement shall be retained by FOUNDATION as long as such records are required to be retained pursuant to Florida Public Records Law, and shall be made available upon reasonable notice by the City;

e. Develop and implement programs and activities which support and promote the goals and priorities and Approved Uses, as set forth in Section 5; and

f. Coordinate with the City for such public use of the Premises by the City, as set forth in Section 12.2 of the Agreement, which coordination and cooperation shall not be

unreasonably withheld. Such public uses of the Premises by the City shall be conducted pursuant to policies and procedures, which shall be established and mutually agreed upon by FOUNDATION and the City, within six (6) months ofthe Effective Date..

8.2. Opening Date. The FOUNDATION shall commence operations pursuant to this Agreement and shall open the Center to the general public within thirty (30) days following the Possession Date.

8.3. Hours of Operation. The City and FOUNDATION herein agree that the hours of operation for the Premises shall not exceed 8:00 AM to 9:00 PM, Monday through Sunday, with the final normal operating hours (within the parameters set forth herein) to be determined on mutual agreement of the City and FOUNDATION. The parties recognize and acknowledge that, under certain circumstances (e.g., community events, special programming, etc.), FOUNDATION will be permitted to extend its hours of operation, but in no event shall said hours be shortened without the prior written approval of the City Manager or his designee, which approval shall not be unreasonably withheld.

8.4. High Impact Citywide Events. Upon notice by the City Manager or his or her designee, the FOUNDATION agrees to close the Center for a maximum of fourteen (14) days per year, to accommodate City's parking needs during Citywide special events (such as the annual boat show). The City shall provide the Foundation with at least fourteen (14) days advance written notice, for the FOUNDATION to close the Center for a special event pursuant to this Section.

**SECTION 9. REVENUE FROM ADAPTIVE RECREATION CENTER RELATED ACTIVITIES/FINANCIAL RECORDS AND REPORTS.**

9.1 Revenue from Premises-Related Activities. The City herein acknowledges that FOUNDATION may derive revenues from a portion of the uses it conducts at the Center, including, but not limited to, classes, wellness programs or related activities, charitable fundraisers for the FOUNDATION or Center, specialty sales (such as sunscreen lotion, towels,

Foundation-related merchandise, and the like), and the sale of food and non-alcoholic beverages. FOUNDATION herein acknowledges that all revenue generating uses conducted upon or from the Premises must be directly related to, consistent with, or used to help fund FOUNDATION's management, operation, and maintenance of the Premises and Center and, in the event that revenue(s) pertaining to the Premises exceed expenses during an annual accounting period, the City and FOUNDATION agree that such excess, if any, may also be applied by FOUNDATION to support the programming of FOUNDATION. Any revenue-generating uses conducted upon or from the Premises that are not consistent with the uses in this subsection, shall first be approved, in writing, by the City Manager or his designee, prior to commencement of same.

9.2 Financial Records and Reports. FOUNDATION shall keep on the Premises, or such other place within Miami Dade County, Florida, as approved by the City, true, accurate, and complete records and accounts of all receipts and expenses for any and all uses, services, programs, events, activities, and/or revenue generating activities/operations being conducted and/or transacted upon or from the Premises pursuant to this Agreement and shall give the City, or its designated representative, access during reasonable business hours to examine and audit such records and accounts. Throughout the term of this Agreement, no later than one hundred and twenty (120) days following the closing of FOUNDATION's fiscal year (October 1st – September 30th, which is also the City's fiscal year), FOUNDATION shall provide the City Manager or his designee, with an annual report of all activities and/or operations conducted pursuant to this Agreement for the prior year, along with audited financial statements. Said statements shall be certified as true, accurate and complete by FOUNDATION and by its certified public accountant.

**SECTION 10. ANNUAL BUDGET AND FUNDING FOR THE ADAPTIVE RECREATION CENTER.**

10.1 **THIS AGREEMENT IS MADE WITH THE EXPRESS CONSIDERATION, UNDERSTANDING AND AGREEMENT THAT THE FOUNDATION SHALL BE RESPONSIBLE FOR, AND WILL CONTRIBUTE THE FUNDS REQUIRED TO, DESIGN, DEVELOP, CONSTRUCT AND THEREAFTER OPERATE, MANAGE AND PROGRAM THE CENTER. FOUNDATION FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT THE CITY SHALL IN NO WAY BE OBLIGATED TO SUPPLEMENT AND/OR OTHERWISE CONTRIBUTE ANY FUNDS FOR FOUNDATION'S DAY-TO-DAY OPERATION, MAINTENANCE AND/OR PROGRAMMING.**

10.2 Annual Budget for the Adaptive Recreation Center. Throughout the Term of this Agreement, FOUNDATION shall prepare and present, by July 1st of each City fiscal year (October 1 - September 30th), a proposed, detailed line item annual operating budget for the Center, for review and approval by the City Manager and/or his designee, which approval shall not be unreasonably withheld. Said budget shall include a projected income and expense statement; projected year end balance sheet; statement of projected income sources; and application of funds. Additionally, the budget shall also include, but not be limited to, the following detailed projections:

a. Gross revenues by categories from all revenue sources and revenue generating activities derived from the Center;

b. Operating expenses of the Center;

c. Administrative, labor and general expenses;

d. Marketing, advertising and promotion expenses;

e. Utility costs;

f. Regular repairs and maintenance costs (to the extent such repairs and maintenance are the responsibility of FOUNDATION, as provided herein); and

g. In addition to subsection (f) above, identify for the City, such long term capital repairs and maintenance of facility infrastructure (which the City is responsible for, as provided herein); in conjunction with this subsection (f) FOUNDATION agrees to allow the City and/or its designee access to the

Premises, as the City may deem necessary for the purpose of the City conducting its own facility assessment methodology (as is used by the City in assessing the condition of other City-owned structures).

10.3 Programmatic Plan. Accompanying FOUNDATION's proposed annual budget shall be the Center programmatic plan for the upcoming fiscal year, detailing the then-known (planned) activities, events, and operations, and the number of users anticipated. The annual programmatic plan, including, without limitation, with respect to proposed events at the Center, shall also be subject to the City Manager's or his designee's review and approval, which approval shall not be unreasonably withheld.

**SECTION 11. MAINTENANCE, REPAIRS, AND ALTERATIONS.**

11.1 General Maintenance and Repair. FOUNDATION agrees to maintain the Center, and every part thereof, in good condition during the term of the Agreement, including the plumbing, doors and windows, and will not suffer or permit any strip or waste of the Center. Except as expressly provided in this Agreement, it is understood by the parties hereto that FOUNDATION shall not be responsible to pay for any costs related to capital repairs or other improvements or infrastructure that may be required after the Possession Date (i.e. including, but not limited to, roof, structural elements and infrastructure, HVAC, plumbing and sewer lines, major electrical, and similar capital improvements) for the Center or the Premises, or repairs, if any, that may be required to correct any construction-related deficiencies performed by any City contractors. Notwithstanding the preceding sentence, FOUNDATION shall provide the City with prompt notice of needed capital and/or infrastructure repairs that are deemed to be required, and the City shall have a reasonable time thereafter to commence said repairs, at City's cost and expense.

11.2 Day to Day Maintenance. FOUNDATION shall, at its sole cost and expense, to the satisfaction of the City, keep, maintain, and repair the Center, and all improvements, fixtures, and equipment thereon (except for those items the City is responsible for as set forth in subsection 11.1 above), in good, clean, and sanitary order. FOUNDATION assumes sole

responsibility and expense for day to day housekeeping, janitorial services, and routine maintenance of the interior of the Center, and all improvements, fixtures, and equipment thereon. This shall include, without limitation, daily removal of litter, garbage and debris generated by FOUNDATION's use of the Center, including all garbage disposal generated by its operations and activities. At City's option, FOUNDATION shall be required to obtain, and continuously maintain in good standing, at its expense, throughout the Term, a maintenance and repair contract, approved by the City Manager or his designee, , providing for the preventative maintenance and repair of all air conditioning units servicing the Premises.

FOUNDATION shall comply with all applicable State, Miami-Dade County, and City laws, codes, rulesor other governmental requirements with regard to its obligations under this Section.

11.3 Alterations. In the event that FOUNDATION desires or deems it appropriate to make alterations, additions, or improvements to the Center after the Possession Date, it will submit plans for same to the City, for the prior written approval of the City Manager or his designee. No such alterations, improvements, or additions shall be made without the express written approval of the City Manager and, if approved, shall be made at FOUNDATION's sole cost and expense, and shall become the property of the City upon termination of this Agreement. FOUNDATION shall not have the right to create or permit the creation of any lien attaching to the City's interest in the Center or the Premises as a result of any such alterations, improvements, or additions.

11.4 Labor/Personnel/Materials/Equipment/Furnishings. FOUNDATION must provide and maintain, at its sole cost and expense, all labor, personnel, materials, equipment, and furnishings, as reasonably required, to operate the Center as an adaptive recreation center, in accordance with the Approved Uses set forth in Section 5 hereof. In the event any materials, equipment, and/or furnishings are lost, stolen, or damaged, they shall be promptly replaced or repaired (funding permitting) at the sole cost and expense of the FOUNDATION.

11.5 Orderly Operation. FOUNDATION shall have a neat and orderly operation at all times and shall be solely responsible for the necessary housekeeping services to properly maintain the Center. There shall be no living quarters nor shall anyone be permitted to live within the Center. FOUNDATION shall make the Center available for inspection during hours of operation by the City Manager or his authorized representative(s).

11.6 Security. FOUNDATION shall be responsible for and provide reasonable security measures which may be required to protect the Center and any of the materials, equipment, and furnishings thereon. Under no circumstances shall the City be responsible for any stolen or damaged materials, equipment, and furnishings, nor shall the City be responsible for any stolen or damaged personal property of FOUNDATION's employees, contractors, patrons, guests, invitees, and/or other third parties.

**SECTION 12. ANNUAL REPORTS FOR USE OF PREMISES/CITY USE OF PREMISES.**

12.1 FOUNDATION shall provide an annual written report of the activities and events scheduled in and pertaining to the Center and, with each such report, shall report on the activities which actually occurred and the approximate number of persons participating in those activities during the previousyear. Any revenue-generating activity(ies) conducted upon or from the Center must be in accordance with those provided in Section 9 of this Agreement (or, otherwise approved by the City in accordance therein). All revenues received by FOUNDATION in connection with uses conducted upon or from the Center shall be dedicated exclusively to help fund FOUNDATION's management, operation, and maintenance of the Center. In the event that revenue(s) pertaining to the Center exceed expenses during an annual accounting period, the City and FOUNDATION agree that such excess, if any, shall first be applied to provide for the programming and Approved Uses of the Center intended for the next fiscal year, then to offset any contributions previously made by the City (other than capital improvements as described in Section 11 of this Agreement), if any, and may then be applied by FOUNDATION to support the general programming of FOUNDATION. For purposes herein, "revenues" shall

also be deemed to include public/private grant funding, and unrestricted donations and contributions received by FOUNDATION specifically ear-marked toward the operation, management and programming of the Center. No portion of the net earnings resulting from the activities of FOUNDATION at the Center shall inure to the benefit of any private individual.

12.2 As provided in Section 5.3 of the Agreement, in no event shall the Center be used as a hall for hire, banquet hall, or similar third-party venue rental, or for the sale of alcoholic beverages (provided, however, that the FOUNDATION may serve alcoholic beverages at charitable fund-raisers or community events at the Center from time to time).

12.3 Notwithstanding the foregoing, the City Manager or his designee, shall have the absolute and final authority in overseeing FOUNDATION's activities with regard to this Agreement and its operation and management of the Center, such that the City is assured that the Center is being operated and utilized in accordance with the terms of this Agreement.

12.4 Use by the City. FOUNDATION and the City have agreed that the Center may be used by the City for wellness or other programming consistent with the Approved Uses and the requirements of Section 5. Consistent with this, the City shall have the right to use the Center, subject to availability, without the payment of any rental or use fee, except that direct out-of-pocket expenses incurred in connection with such uses (including reasonable expenses incurred by FOUNDATION in order to open and make the Premises available in connection with a City use thereof) shall be paid by the City. FOUNDATION and the City agree to develop mutually acceptable guidelines (such as advance notice requirements for any City use, to permit City's use of the Premises, in accordance with the terms herein, in a manner that does not unduly disrupt the FOUNDATION's operations or programming).

**SECTION 13. ASSIGNMENT.**

FOUNDATION may not assign this Agreement, or any part thereof, without the prior written approval of the City Commission, which approval shall be given, if at all, at the sole discretion of the City Commission. Any assignment made in violation of this Section 13 shall be

null and void. This Agreement is made with the understanding that FOUNDATION shall at all times, throughout the term of this Agreement, remain a not-for-profit exempt corporation under the Internal Revenue Code. This Agreement shall automatically terminate in the event the Internal Revenue Service revokes the FOUNDATION's exempt public charity status.

**SECTION 14. USE OF THE ADAPTIVE RECREATION CENTER IS PRIMARY.**

The Center and the Premises shall exist for the use of the public, for the Approved Uses consistent with Section 5 and the terms of this Agreement, and the public's right to such use shall not be infringed upon by any act of the FOUNDATION or any third-party.

**SECTION 15. PERMITS; LICENSES; UTILITIES, TAXES; ASSESSMENTS.**

15.1 Licenses, Permits, Compliance with Laws. FOUNDATION shall pay any fees imposed by law for licenses or permits for any uses or activities of FOUNDATION upon the Center or under this Agreement. The FOUNDATION agrees to comply with all laws, ordinances, rules and governmental requirements that may be applicable to its performance under this Agreement, including, without limitation, laws or governmental requirements now in force or hereafter to be adopted by the City, Miami-Dade County, the State of Florida, and the U.S. Government.

15.2 Utilities. The FOUNDATION shall pay to the City, before delinquency any and all charges for utilities at or on the Center (including, but not limited to, water, electricity, gas, heating, cooling, sewer and telephone, trash collection, and other expenses associated with the operation of the Premises).

15.3 Procedure If Taxes Assessed. FOUNDATION agrees to and shall pay before delinquency all taxes and assessments of any kind assessed or levied upon the Center or the Premises by reason of this Agreement, or by reason of the business or other activities of FOUNDATION upon or in connection with the Center or the Premises. The Parties agree that the operation and uses of the Center and the Premises and those operations and uses convenient and necessary therefore, are for public purposes and, therefore, no ad valorem taxes

should be assessed by the Miami-Dade County Tax Appraiser. If, however, said taxes are assessed by said Property Tax Appraiser, FOUNDATION shall be responsible for payment of same.

**SECTION 16. SIGNAGE; NAMING RIGHTS**

16.1 FOUNDATION shall provide, at its sole cost and expense, required signs at all public approaches to the Center, as determined by FOUNDATION in its reasonable discretion, said signage containing substantially the following language:

[_____]

**OPERATED BY THE SABRINA COHEN FOUNDATION**

16.2 The FOUNDATION shall have the right to erect interior signage, including, without limitation, temporary interior signage (such as banners, which shall be subject to the City Manager's or designee's prior written approval which will not be unreasonably withheld) and exterior signage; provided, however, that in the case of permanent interior or exterior signage, the names affixed thereon (including, without limitation, any sponsor names) shall be subject to approval as required by the City's Naming Ordinance, as codified in Chapter 82, Article VI, Sections 82-501 through 82-505 of the City Code, as may be amended from time to time.

16.3 In no event may **any** interior or exterior signage include the names of any company selling the following types of products: guns, tobacco, alcohol, gambling, and medical marijuana.

16.4 All advertising, signage and postings shall be approved by the City and shall be subject to all applicable planning and zoning requirements of the City.

**SECTION 17. FORCE MAJEURE.**

17.1 The performance of any act by FOUNDATION or the City hereunder may be delayed or suspended at any time while, but only so long as, either Party is hindered in or prevented from performance by acts of God (including, without limitation, hurricanes), the

elements of war, rebellion, strikes, lockouts, fire, explosion or any other casualty or occurrence not due to FOUNDATION's or City's negligence and beyond the reasonable control of the Parties.

17.2 Premises Unusable. In the event a Force Majeure renders the Center or the Premises untenantable, in whole or in part, as determined by City, the City may, at its sole option and discretion: (i) elect, as soon as practicable, to utilize the insurance proceeds to repair the damaged property; or (ii) elect not to repair or restore the damaged property and, in such event (and provided further that FOUNDATION does not elect, and/or does not comply with the procedures for FOUNDATION's repair of the Center using its own funds), this Agreement shall be terminated as of the date of said occurrence of damage or casualty. Notwithstanding the preceding sentence, in the event the (a) City elects not to restore or repair the damage; (b) FOUNDATION gives written notice to the City within sixty (60) days of the casualty that FOUNDATION is willing to undertake the repair the damage with its own or other available funds; (c) within twelve (12) months following such notice, FOUNDATION proves, to the City's sole satisfaction and discretion, that it has adequate funds immediately available to undertake the repair; and (d) the City and FOUNDATION, each acting in its reasonable discretion, agree within a reasonable time (but not to exceed six (6) months unless otherwise extended in writing by City Manager) after the City deems that FOUNDATION has demonstrated that it has adequate funds to undertake the repair, to the conditions, timing, plans, procedures, contractors, subcontractors, disbursement mechanisms and other matters with respect to the repair, then and in that event, FOUNDATION shall be entitled to effect the repair with its own funds; provided that FOUNDATION must complete any and all repairs and/or restoration no later than eighteen (18) months from the date of the City's approval of FOUNDATION's funding capability.

**SECTION 18. INSPECTION.**

FOUNDATION agrees that the Center may be inspected at any time upon reasonable notice by authorized representatives of the City, or by any other State, County, Federal and/or municipal officer or agency having responsibilities for inspections of such operations and/or Center. FOUNDATION agrees to promptly undertake the correction of any deficiency cited by such inspectors on the Center, which is properly the responsibility of FOUNDATION pursuant to this Agreement. The City agrees to promptly undertake the correction of any deficiency cited by such inspectors on the Center, which is properly the responsibility of the City pursuant to this Agreement.

The City Manager or his designated representatives shall have the right to enter upon the Center at all reasonable times to examine the condition and use thereof; (including, without limitation, for the purpose of assessing the condition of the facility, as also referenced in subsection 10.2(g), provided, only, that such right shall be exercised in such manner so as not to interfere with FOUNDATION in the conduct of FOUNDATION's activities on the Center; and if the Center is damaged by fire, windstorm or by other casualty that causes the Center to be exposed to the elements, then the City may enter upon the Center to make emergency repairs; but if the City exercises its option to make emergency repairs, such act or acts shall not be deemed to excuse FOUNDATION from his obligation to keep the Center in repair. If City makes any emergency repairs pursuant to the terms hereof, FOUNDATION shall reimburse the City for all such repairs, to the extent said repairs are the obligation of the FOUNDATION under the terms of this Agreement, upon receipt by FOUNDATION of City's notice of repairs made and statement and proof of costs incurred.

**SECTION 19. <u>WAIVER OF INTERFERENCE</u>.**

FOUNDATION hereby waives all claims for compensation for loss or damage sustained by reasons of any interference with its operation and management of the Center by any public agency or official as a result of their enforcement of any laws or ordinances or of any of the rights reserved to the City herein. Any such interference shall not relieve FOUNDATION from

any obligation hereunder.

**SECTION 20. INSURANCE.**

FOUNDATION shall maintain, at FOUNDATION's sole cost and expense, the following types of insurance coverage at all times throughout the Term of this Agreement:

a. General liability insurance with not less than the following limits:

| | |
|---|---|
| General aggregate | $2,000,000 |
| Personal and advertising (injury) | $1,000,000 |
| (Per occurrence) | $1,000,000 |
| Fire damage | $ 100,000 |
| Medical Expense | $ 5,000 |

b. Workers Compensation Insurance shall be required under the Laws of the State of Florida.

c. Automobile Insurance shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits (only if FOUNDATION provides transportation services):

| | |
|---|---|
| Bodily Injury | $1,000,000 per person |
| Bodily Injury | $1,000,000 per accident |
| Property Damage | $ 500,000 per accident |

d. Property Insurance (fire, windstorm, other perils) shall be the responsibility of the City in an amount not less than the final total Project Costs.

The policies of insurance referred to above shall not be subject to cancellation or changing coverage except upon at least thirty (30) days written notice to City and then subject to the prior written approval of City. FOUNDATION shall provide City with a Certificate of Insurance for each such policy, which shall name the City as an additional named insured. All such policies shall be obtained from companies authorized to do business in the State of Florida with an A.M. Best's Insurance Guide (latest edition) rating acceptable to the City's Risk

Manager, and any replacement or substitute company shall also be subject to the approval of the City's Risk Manager. Should FOUNDATION fail to obtain, maintain or renew the policies of insurance referred to above, in the required amounts, the City may, at its sole discretion, obtain such insurance, and any sums expended by City in obtaining said insurance, shall be repaid by FOUNDATION to City.

**SECTION 21. INDEMNIFICATION.**

21.1 FOUNDATION shall indemnify, hold harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature to the extent arising out of any error, omission, or negligent act of FOUNDATION, its agents, servants or employees in connection with the performance of the FOUNDATION's obligations under this Agreement.

21.2 In addition, FOUNDATION shall indemnify, hold harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatever kind or nature arising out of any misconduct of FOUNDATION not included in subsection 21.1 above and for which the City, its agents, servants or employees are alleged to be liable. This subsection shall not apply, however, to any such liability as may be the result of the gross negligence or willful misconduct of the City, its agents, servants or employees.

21.3 Subrogation. The terms of insurance policies referred to in Section 20 shall preclude subrogation claims against FOUNDATION, the City and their respective officers, employees and agents.

21.4 The provisions of this Section 21 shall survive the termination and/or expiration of this Agreement.

**SECTION 22. NO LIENS.**

FOUNDATION agrees that it will not suffer, or through its actions or anyone under its control or supervision, cause to be filed upon the Center or the Premises any lien or encumbrance of any kind. In the event any lien is filed, FOUNDATION agrees to cause such

lien to be discharged within thirty (30) days of reciept of notice from the City concerning the subject lien, and in accordance with the applicable law. If this is not accomplished, the City may automatically terminate this Agreement, without further notice to FOUNDATION.

**SECTION 23. FOUNDATION EMPLOYEES AND MANAGERS.**

23.1 The City and FOUNDATION recognize that in the performance of this Agreement, it shall be necessary for FOUNDATION to retain qualified individuals to effectuate and optimize FOUNDATION's management and operation of the Center. FOUNDATION shall conduct background checks for its employees working at the Center, consistent with the criteria utilized by the City for evaluating applicants for employment. Any such individuals, whether employees, agents, independent contractors, volunteers, and/or other, retained by FOUNDATION for such purpose(s) shall not be deemed to be agents, employees, partners, joint venturers or associates of the City, and shall not obtain any rights or benefits under the civil service or pension ordinances of the City or any rights generally afforded classified or unclassified employees of the City; further they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the City. Additionally, FOUNDATION, and/or any employees, agents, independent contractors, volunteers, and/or others, acting under the authority and/or with the permission of FOUNDATION for the purpose set forth herein, shall never have been convicted of any offense involving moral turpitude or a felony. Failure to comply with this provision shall constitute cause for the termination of this Agreement upon thirty (30) days written notice and opportunity to cure. FOUNDATION shall have an experienced manager or managers overseeing the Center at all times. Any criminal activity at the Center caused by or knowingly permitted by FOUNDATION shall result in automatic termination of this Agreement.

23.2 Contract Administration.

a. The City's contract administrator shall be the City Manager and/or his designee. FOUNDATION shall name a specific individual to serve as its contract administrator.

b. The City's contract administrator shall have the authority to give all approvals for the City while administering this Agreement, with the exception of items which would require City Commission approval. The City's contract administrator:

(i) Shall be the liaison between the City and FOUNDATION on all matters relating to this Agreement.

(ii) Shall be responsible for ensuring that any information supplied by FOUNDATION is property distributed to the appropriate City departments.

(iii) Shall be responsible for contract compliance by FOUNDATION (including, without limitation, FOUNDATION's activities, programming, operations, management, and maintenance of the Center).

c. FOUNDATION shall name an individual who shall serve as the general manager of the Center and who:

(i) Shall be the liaison between the City and FOUNDATION on all matters relating to this Agreement.

(ii) Shall be responsible for the day-to-day management and operation of the Center.

(iii) Shall be responsible for providing supervision and direction to the Center's employees, agents, contractors, and/or volunteers.

23.3 "Key Person" Clause. The Parties acknowledge that, in recognition of the success of the FOUNDATION's adaptive beach days, and Ms. Sabrina Cohen's instrumental efforts with regard thereto, the City's selection of the FOUNDATION, and Ms. Sabrina Cohen's participation as part of the FOUNDATION's Board and/or management, is an integral and primary consideration for City's decision to approve this Agreement. Accordingly, the FOUNDATION shall exercise its best efforts to ensure the continuing, ongoing and active participation of Ms. Sabrina Cohen as part of the Adaptive Recreation Center project.

**SECTION 24. NO IMPROPER USE.**

FOUNDATION will not use, nor suffer or permit any person to use in any manner whatsoever, the Center or the Premises for any improper, immoral or offensive purpose, or for any purpose in violation of any Federal, State, County, or municipal ordinance, rule, order or

regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. FOUNDATION shall not use the Center or the Premises for any unlawful purpose and shall comply with all laws, permitting, and licensing requirements now in force or hereafter adopted, applicable to the Center or the Premises or the uses and activities conducted on the Center or the Premises. FOUNDATION agrees not to use the Center or the Premises for, or to permit operation of any offensive or dangerous activity, nuisance or anything against public policy. Except as may result from acts of force majeure, FOUNDATION agrees that it will not allow the Center or the Premises to become unoccupied or vacant. FOUNDATION shall take appropriate precautions to prevent fire on the Center or the Premises, maintaining existing fire detection devices and extinguishing equipment at all times.

**SECTION 25. NO DANGEROUS MATERIALS.**

FOUNDATION agrees not to use or permit in the Center or the Premises the storage of illuminating oils, oil lamps, turpentine, gasoline, benzine, naphtha, or other similar substances, or explosives or any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida.

**SECTION 26. NO CLAIM AGAINST CITY OFFICERS, EMPLOYEES, INDIVIDUALS.**

It is expressly understood and agreed by and between the parties hereto that all individuals, employees, officers, and agents of the City are acting in a representative capacity and not for their own benefit; and that neither FOUNDATION, nor any of its employees, agents, contractors, volunteers and/or others, shall have any claim against them or any of them as individuals in any event whatsoever in conjunction with any acts or duties which are reasonably related to the performance of their duties.

**SECTION 27. DEFAULT AND TERMINATION.**

If either Party fails to perform in accordance with any of the terms and conditions of this Agreement, and such default is not cured within thirty (30) days after written notice is given, the non-defaulting Party shall have the right to terminate this Agreement and, as the case may be,

either vacate or re-enter the Center, without further notice or demand. At its option, either Party may also pursue any and all legal remedies available to seek redress for such default. The default and termination rights afforded the parties in this Section 27, shall in no way limit or otherwise preclude the City from exercising such other rights to terminate this Agreement, as may be expressly provided in other sections hereto.

**SECTION 28. PROCEDURE UPON EXPIRATION AND/OR TERMINATION BY CITY.**

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

28.2 FOUNDATION covenants and agrees that it will not enter into agreements (whether express or implied) relating to the Center for a period of time beyond the stated

expiration date of this Agreement.

28.3 In the event of termination of this Agreement for any reason, if the City is still in possession or control of unexpended Project Donations then, along with its notice of termination (assuming the City is terminating) or, within thirty (30) days of receipt of a notice of termination from the FOUNDATION, the City shall provide the FOUNDATION with an accounting of the Project Donations, along with a check in an amount equal to the unexpended Project Donations in the CITY's possession or control.

**SECTION 29. TERMINATION FOR CONVENIENCE OR FOR LACK OF FUNDING.**

29.1. The FOUNDATION and the City, through its City Manager, shall each have the right to terminate this Agreement for convenience at any time prior to City's execution of the agreement with the architect/engineer for the design of the Center, with each Party to bear its own costs and fees.

29.2. The FOUNDATION and the City, through its City Manager, shall each have the right to terminate this Agreement for convenience without penalty or liability if, pursuant to Section 6 of this Agreement, the City and FOUNDATION are unable to agree on the final budget of the Project Costs for the design, development, and construction of the Center.

29.3. The FOUNDATION shall have the right to terminate this Agreement for its convenience if, as part of the design reviews for the Center, changes to the plans and specifications are required by the applicable City boards or agencies having jurisdiction, and such changes render the Center economically unfeasible.

29.4. If the FOUNDATION has not contributed the total Project Costs to the City within three (3) years following the City Commission's approval of the Concept Plan, or if the FOUNDATION has not met any of the milestones set forth in Section 7 of this Agreement, the City, through its City Manager, may terminate this Agreement for its convenience.

29.5. In the event that FOUNDATION has insufficient funding at any time during the Term, such that it can no longer manage and operate the Premises in accordance with the

goals and priorities and uses herein, then the City may, at its sole discretion: (i) supplement any lack or loss of funds in order to allow FOUNDATION to continue to manage and operate the Center; or (ii) terminate this Agreement for its convenience.

29.6. Any termination for convenience shall be effective upon thirty (30) days written notice to the other Party. In the event of a termination for convenience of this Agreement pursuant to this Section 29 or any subsection thereof, the procedure upon termination, as set forth in Section 28, shall govern and control, and, except as otherwise stated herein, neither Party shall have any liability or owe any further obligation to the other Party.

**SECTION 30. NOTICES.**

All notices from the City to FOUNDATION shall be deemed duly served if mailed by registered or certified mail to FOUNDATION at the following address:

Sabrina Cohen Foundation, Inc.
1800 Sunset Harbour Drive #2406
Miami Beach, Florida 33139
Attention:

All notices from FOUNDATION to the City shall be deemed duly served if mailed by registered or certified mail to City at the following address:

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

with copies to: City of Miami Beach
1700 Convention Center Drive, 3rd Floor
Miami Beach, Florida 33139
Attention: Asset Manager

FOUNDATION and the City may change the above mailing addressed at any time upon giving the other Party written notification. All notice under this Agreement must be in writing.

**SECTION 31. NO DISCRIMINATION.**

The FOUNDATION agrees to comply with City of Miami Beach Human Rights Ordinance, as codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, or public services, on the basis of actual or perceived race, color, national origin, religion, sex, intersexuality, sexual orientation, gender identity, familial and marital status, age, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, political affiliation, or disability.. All facilities located on the Center shall be made available to the public, subject to the right of FOUNDATION to establish and enforce reasonable rules and regulations to provide for the safety, orderly operation and security of the facilities.

**SECTION 32. VENUE/WAIVER OF JURY TRIAL/DISPUTE MEDIATION.**

32.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, CITY AND FOUNDATION EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

32.2 If a dispute arises out of, or related to, this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association, or other similar alternative dispute resolution organization, person or source agreeable to the parties, before resorting to litigation or other dispute resolution procedure.

**SECTION 33. LIMITATION OF LIABILITY.**

The City desires to enter into this Agreement only if in so doing the City can place a limit on its 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 $10,000. Contractor hereby expresses his willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of $10,000, less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to the Contractor for damages in an amount in excess of $10,000, which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, 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 paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

**SECTION 34. MISCELLANEOUS PROVISIONS.**

34.1 City's Governmental Capacity. Nothing in this Agreement or in the parties' acts or omissions in connection herewith shall be deemed in any manner to waive, impair, limit or otherwise affect the authority of the City in the discharge of its police or governmental power.

34.2 Representation on FOUNDATION Board of Directors. The FOUNDATION agrees that the City Manager, or his or her designee, shall be a voting member of the FOUNDATION's Board of Directors ("Board"), as of the Effective Date, with voting power equivalent to 1/6th of the total members of the Board. For example, if the Board consists of six (6) members (including the City Manager or designee), the City Manager's (or designee's) vote shall be equivalent to one (1) vote; if the Board consists of twelve (12) members, the City Manager's vote shall be equivalent to two (2) votes; and so on.

34.3 Entire Agreement. This Agreement, together with the attachments hereto, contains all of the promises, agreements, conditions, inducements and understandings between

City and FOUNDATION concerning the operation and management of the Center, and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, between them other than as expressly set forth herein and in such attachments thereto or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously herewith by the parties hereto.

34.4 Waiver; Modification. No covenant, agreement, term or condition of this Agreement shall be changed, modified, altered, or waived except by a written instrument of change, modification, alteration, or waiver executed by City and FOUNDATION. No waiver of any default shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent default thereof.

34.5 Remedies Cumulative. Each right and remedy of either Party provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement), and the exercise or beginning of the exercise by a Party of any one or more of the rights or remedies provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement), shall not preclude the simultaneous or later exercise by such Party of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement).

34.6 Performance at Each Party's Sole Cost and Expense. Unless otherwise expressly provided in this Agreement, when either Party exercises any of its rights, or renders or performs any of its obligations hereunder, such Party shall do so at its sole cost and expense.

34.7 Time is of the Essence. Time is of the essence with respect to all matters in, and

requirements of, this Agreement as to both City and FOUNDATION including, but not limited to, the times within which the FOUNDATION must raise the Project Donations necessary for the design, development and construction of the Center, and the times within which the City must commence and complete construction of the Center.

34.8 No Representations. City and FOUNDATION have made no representations herein as to the condition of the Premises.

34.9 Partnership Disclaimer. FOUNDATION acknowledges, represents and confirms that it is an independent contractor in the performance of all activities, functions, duties and obligations pursuant to this Agreement.

The parties hereby acknowledge that it is not their intention to create between themselves a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership or agency relationship for the purpose of this Agreement, or for any other purpose whatsoever. Accordingly, notwithstanding any expressions or provisions contained herein, nothing in this Agreement, shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership, or agency relationship of any kind or nature whatsoever between the parties hereto. The provisions of this Section 34.9 shall survive termination and/or expiration of this Agreement.

34.10 Not a Lease. It is expressly understood and agreed that no part of the Property or Center, or any part, parcel, building, structure, equipment or space is leased to FOUNDATION; that this Agreement is solely in the nature of a funding and management agreement, and is not a lease, and in no event shall this Agreement be construed to confer any legal or equitable interest of any kind whatsoever in the Center or the Premises. The FOUNDATION's license to operate and manage the Center shall continue only so long as this Agreement remains in effect, and provided further that FOUNDATION complies with the undertakings, provisions, agreements, stipulations and conditions of this Agreement.

34.11 No Third Party Rights. Nothing in this Agreement, express or implied, shall confer upon any person, other than the Parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

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

Attest: **CITY OF MIAMI BEACH**

10/31/17

City Clerk Philip Levine, Mayor

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

The foregoing instrument was acknowledged before me this 31st day of October, 2017, by Mayor Philip Levine and Rafael Granado, City Clerk, or their designees respectively, on behalf of the CITY OF MIAMI BEACH, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 31st day of October, 2017.

My Commission Expires:

Nicholas E Kallergis
Notary Public, State of Florida at Large
Commission No.:

NICHOLAS E KALLERGIS
Notary Public – State of Florida
Commission # GG 141820
My Comm. Expires Sep 6, 2021
Bonded through National Notary Assn.

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

10/31/17

City Attorney RAP Date

Attest:

Name: ARYAN BAKHEDI

**SABRINA COHEN FOUNDATION, INC.**

Sabrina Cohen, President

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

The foregoing instrument was acknowledged before me this 2nd day of November, 2017, by Sabrina Cohen, on behalf of the Sabrina Cohen Foundation, Inc., known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 2nd day of November, 2017.

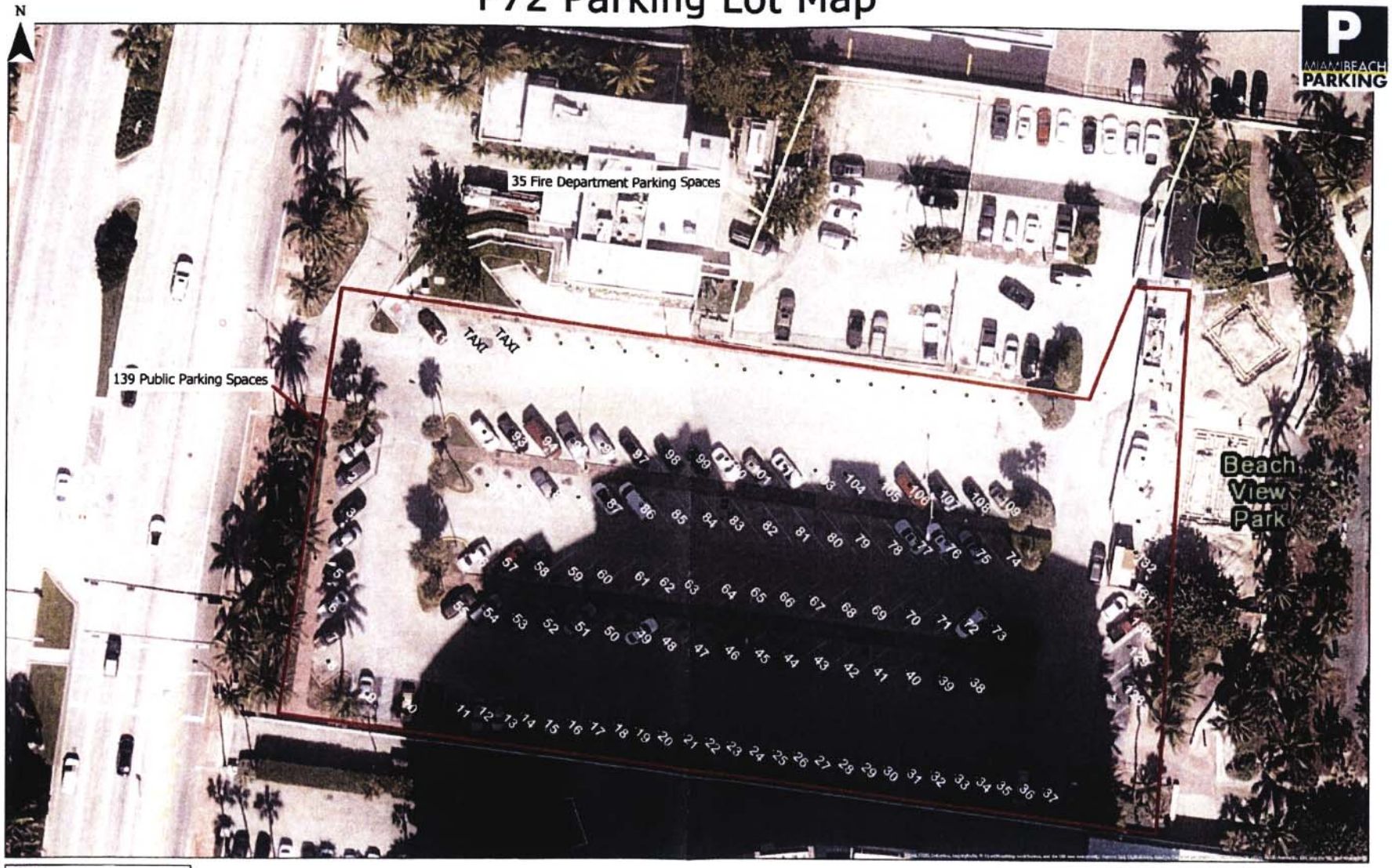
My Commission Expires:

YAMILEX MORALES
Notary Public - State of Florida
Commission # GG 071355
My Comm. Expires Mar 16, 2021
Bonded through National Notary Assn.

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

**EXHIBIT A**
**[SKETCH OF PREMISES]**

# P72 Parking Lot Map



# AMENDMENT NO. 1 TO THE

# COLLABORATION, FUNDING AND MANAGEMENT AGREEMENT

# BETWEEN

# THE CITY OF MIAMI BEACH, FLORIDA

# AND

# THE SABRINA COHEN FOUNDATION, INC.

# FOR AN ADAPTIVE RECREATION CENTER

This Amendment No. 1 (Amendment) to the Collaboration, Funding and Management Agreement dated November 2, 2017 ("Agreement"), by and between the City of Miami Beach ("City"), and the Sabrina Cohen Foundation, Inc. ( the "Foundation"), is entered into as of this 22 day of ~~January,~~ March 2019:

## RECITALS

**WHEREAS**, on October 31, 2017, the Mayor and City Commission adopted Resolution No. 2017-30082, approving and authorizing the Mayor and City Clerk to execute the Agreement with the Foundation, for the Foundation to raise the funds and be responsible for all of the expenses related to the City's design, development and construction of an Adaptive Recreation Center ("Center"), to be located within a portion of the City's "P72" surface parking lot at 53rd Street and Collins Avenue (the "P72 Lot"); and

**WHEREAS**, the City would be the owner of the Center, which would be used for the primary purpose of providing the general public and specifically, persons living with physical and cognitive disabilities, including seniors living with disabilities and able-bodied individuals with temporary injuries, with an accessible access point to the beach and related beach programming; and

**WHEREAS**, on July 2, 2018, pursuant to the Agreement's terms, the Mayor and City Commission adopted Resolution No. 2018-30377, approving, in the City's proprietary capacity, the Concept Plan for the Center, a copy of which is attached hereto and incorporated by reference as Exhibit "A-1"; and

**WHEREAS,** the City and the Foundation desire to amend the Agreement and accomplish the purposes outlined in this Amendment No. 1.

**NOW THEREFORE**, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Consultant hereby agree to amend the Agreement as follows:

1. **ABOVE RECITALS.**
   The above recitals are true and correct and are incorporated as part of this Amendment.

2. **MODIFICATIONS**. The Agreement is hereby amended (deleted items ~~struck through~~ and inserted items underlined) as follows:

a. Section 2.1 of the Agreement is hereby amended to read as follows:

The premises shall consist of a footprint of approximately (but not more than ) 5,000 square feet of land located east of 5301 Collins Avenue, on a portion of the Property described in Exhibit "A" attached hereto, and which shall contain a ~~two-story~~ single building with floorplates not to exceed 5,000 square feet ~~of up to a maximum (but no more than) 10,000 sq. ft.~~ (excluding exterior balconies or walkways), with a maximum (but not to exceed) height of twenty four (24) feet, measured from Base Flood Elevation + 5 feet to the roof of the building, in accordance with the City's Land Development Regulations, and with the ~~final precise location on the Property~~ Center to be located on the northeast corner of the Lot, as set forth in Exhibit "A-1" approved by the City Commission in Resolution No. 2018-30377. ~~determined by, and subject to the final approval of, the City Commission, as part of the design development process outlined in Section 6 of this Agreement~~ (the approved location/site of the Center on the Property shall hereinafter be referred to as the "Premises").

b. Section 6.3 is hereby amended to read as follows:

The design documents, including plans and specifications, for the Center, shall be developed consistent with the approved Concept Plan. During the design development period, the FOUNDATION agrees to provide City with input with respect to design development. The City agrees to provide full consideration to the FOUNDATION's input, particularly with respect to aspects of the design that may enhance the use of the Premises for its intended accessibility-related purposes. All design documents, plans and specifications shall be subject to City Manager's final approval, and all applicable governmental requirements, including regulatory approval by the ~~Historic Preservation~~ Design Review Board and agencies having jurisdiction over the Premises, in accordance with the City's Land Development Regulations.

3. **RATIFICATION.**
Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event there is a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their appropriate officials, as of the date first entered above.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**SABRINA COHEN FOUNDATION, INC.:**

By: _____
Name: BRYAN RASHTED
Secretary 3.22.19

_____
Name:
President

**CITY OF MIAMI BEACH, FLORIDA:**

**ATTEST:**

By: _____ 3/29/19
**Rafael Granado, City Clerk**

_____
**Dan Gelber, Mayor**

MIAMI BEACH INCORPORATED MARCH 26TH 1915

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____ 1-7-19
City Attorney Date

# AMENDMENT NO. 2 TO THE

# AGREEMENT BETWEEN

# THE CITY OF MIAMI BEACH, FLORIDA

# AND

# THE SABRINA COHEN FOUNDATION, INC.

# FOR AN ADAPTIVE RECREATION CENTER

This Amendment No. 2 (Amendment) to the Funding, Collaboration and Management Agreement dated November 2, 2017 ("Agreement"), by and between the City of Miami Beach ("City"), and the Sabrina Cohen Foundation, Inc. (the "Foundation"), is entered into as of this ____ day of July, 2019:

## RECITALS

**WHEREAS**, on October 31, 2017, the Mayor and City Commission adopted Resolution No. 2017-30082, approving and authorizing the Mayor and City Clerk to execute the Agreement with the Foundation, for the Foundation to raise the funds and be responsible for all of the expenses related to the City's design, development and construction of an Adaptive Recreation Center ("Center") to be located at a portion of the City's "P72" surface parking lot at the 53rd Street and Collins Avenue (the "P72 Lot"); and

**WHEREAS**, the City would be the owner of the Center, which will be used for the primary purpose of providing the general public and specifically, persons living with physical and cognitive disabilities, including seniors living with disabilities and able-bodied individuals with temporary injuries, with an accessible access point to the beach and related beach programming; and

**WHEREAS**, on July 2, 2018, pursuant to the Agreement's terms, the Mayor and City Commission adopted Resolution No. 2018-30377, approving, in the City's proprietary capacity, the Concept Plan for the Center, a copy of which is attached hereto and incorporated by reference as Exhibit "A-1"; and

**WHEREAS**, on January 16, 2019, the City Commission approved Amendment No. 1 via Resolution No. 2019-3067 updating certain technical references, consistent with the Concept Plan approved by the City Commission on July 2, 2018 and applicable provisions of the City Code; and

**WHEREAS,** the City and the Foundation desire to amend the Agreement and accomplish the purposes outlined in this Amendment No. 2.

**NOW THEREFORE**, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Consultant hereby agree to amend the Agreement as follows:

1. **ABOVE RECITALS.**
The above recitals are true and correct and are incorporated as part of this Amendment.

2. **MODIFICATIONS.** The Agreement is hereby amended (deleted items ~~struck through~~ and inserted items underlined) as follows:

Section 7.1.b of the Agreement is hereby amended as follows:

b. The FOUNDATION commits to the following fundraising schedule and deadlines, based on the estimated budget of Project Costs for the Base Concept Design:

(i) 25% of Project Costs raised (in cash, donation pledges and grant commitments) within ~~twelve (12)~~ twenty-four (24) months following the City Commission's approval of the Concept Plan;

(ii) 50% of Project Costs raised (in cash, donation pledges and grant commitments) within ~~twenty-four (24)~~ thirty-six (36) months following the City Commission's approval of the Concept Plan;

(iii) 100% of Project Costs raised (in cash, donation pledges and grant commitments) within ~~thirty-six (36)~~ forty-eight (48) months following the City Commission's approval of the Concept Plan.

3. **RATIFICATION.**
Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event there is a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their appropriate officials, as of the date first entered above.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**SABRINA COHEN FOUNDATION, INC.:**

By: _____
**Name:**
**Secretary**

_____
**Name:**
**President**

**CITY OF MIAMI BEACH, FLORIDA:**

**ATTEST:**

By: _____
**Rafael Granado, City Clerk**

_____
**Dan Gelber, Mayor**

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney RAP 7/9/19 Date

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 2 TO THE COLLABORATION, FUNDING AND MANAGEMENT AGREEMENT BETWEEN THE CITY AND THE SABRINA COHEN FOUNDATION, INC. FOR AN ADAPTIVE RECREATION CENTER, WITH SUCH AMENDMENT NO. 2 EXTENDING THE FUNDRAISING SCHEDULE AND DEADLINES IN SECTION 7.1.B OF THE AGREEMENT BY TWELVE (12) MONTHS, IN ORDER TO PROVIDE THE FOUNDATION WITH ADDITIONAL TIME TO RAISE DONATIONS FOR THE DESIGN AND CONSTRUCTION OF THE ADAPTIVE RECREATION CENTER.**

**WHEREAS**, on October 31, 2017, the Mayor and City Commission adopted Resolution No. 2017-30082, approving a Collaboration, Funding and Management Agreement ("Agreement") with the Sabrina Cohen Foundation, Inc. (the "Foundation"), for the Foundation to raise the funds and be responsible for all of the expenses related to the City's design, development and construction of an Adaptive Recreation Center (the "Center"), to be located within a portion of the City's "P72" surface parking lot at 53rd Street and Collins Avenue (the "P72 Lot"); and

**WHEREAS,** the Agreement provides that the City would be the owner of the Center, which would be used for the primary purpose of providing the general public and, specifically, persons living with physical and cognitive disabilities, including seniors living with disabilities and able-bodied individuals with temporary injuries, with an accessible access point to the beach and related beach programming; and

**WHEREAS,** on July 2, 2018, pursuant to the Agreement's terms, the Mayor and City Commission adopted Resolution No. 2018-30377, and approved, in the City's proprietary capacity, the Foundation's proposed Concept Plan for the Center; and

**WHEREAS,** on January 16, 2019, the City Commission approved Amendment No. 1 via Resolution No. 2019-30671 updating certain technical references, consistent with the Concept Plan approved by the City Commission on July 2, 2018 and applicable provisions of the City Code; and

**WHEREAS**, the City and the Foundation desire to amend the Agreement, a copy of which is attached to the Commission Memorandum accompanying this Resolution, to extend the fundraising schedule and deadlines in Section 7.1.b by a period of twelve (12) months, in order to provide the Foundation with additional time to raise the requisite donations for the design and construction of the Adaptive Recreation Center.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA** that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute Amendment No. 2 to the Collaboration, Funding and Management Agreement between the City and the Sabrina Cohen Foundation, Inc. for an Adaptive Recreation Center, with such Amendment No. 2 extending the Fundraising Schedule and Deadlines in Section 7.1.b by twelve (12) months, in order to provide the Foundation with additional time to raise donations for the design and construction of the Adaptive Recreation Center.

**PASSED and ADOPTED** this _____day of _____, 2019.

_____
**DAN GELBER, MAYOR**

**ATTEST:**

_____
**RAFAEL E. GRANADO, CITY CLERK**

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/9/19 Date

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE AT ITS JULY 19, 2019 MEETING, TO AMEND THE PILOT AGREEMENT WITH VAN DAALEN TENNIS, LLC (CONTRACTOR) TO PROVIDE PROGRAMMING AT THE CITY'S MIAMI BEACH TENNIS CENTER; SAID AMENDMENT TRANSFERRING, FROM THE CITY TO CONTRACTOR, THE RESPONSIBILITY FOR PAYMENT OF OPERATIONAL AND PERSONNEL EXPENSES AT THE CENTER.

---

## RECOMMENDATION

The Mayor and City Commission accept the recommendation of the Finance and Citywide Projects Committee at its July 19, 2019 meeting amending the pilot agreement with Van Daalen Tennis, LLC (Contractor) to provide programming at the City's Miami Beach Tennis Center; said Amendment transferring, from the City to Contractor, the responsibility for payment of operational and personnel expenses at the Center.

## ANALYSIS

On July 26, 2017, the Mayor and City Commission adopted Resolution Number 2017-29936, accepting the written recommendation of the City Manager and waiving, by 5/7$^{th}$ vote, the competitive bidding requirement, finding such waiver to be in the best interest of the City; and approving, in substantial form, a one (1) year pilot agreement between the City and Van Daalen Tennis, LLC. for programming at the City's Miami Beach Tennis Center.

On August 30, 2017, the City and Van Daalen Tennis, LLC. ("Contractor") executed the One (1) Year Pilot Agreement (the "Agreement") to Provide Tennis Programming at the City's North Shore Tennis Center, now known as the "Miami Beach Tennis Center" (the "Center").

At the April 11, 2018 City Commission Meeting, a discussion regarding a term extension of 6-months for Van Daalen Tennis, LLC. to provide programming, following the completion of the scheduled construction projects at the "Center" was referred to the Finance and Citywide Projects Committee ("FCWPC").

On April 11, 2018, the Mayor and City Commission adopted Resolution No. 2018-30279, changing

the name of the Center from the North Shore Tennis Center to the Miami Beach Tennis Center; and

On June 6, 2018, the Mayor and City Commission adopted Resolution No. 2018-30330, accepting the recommendation of the FCWPC's meeting on May 18, 2018 meeting approving Amendment No. 1 to the Agreement. The Amendment stated the following:

1. Acknowledging the term extension of six months at the completion of the scheduled construction projects at the Miami Beach Tennis Center for Van Daalen Tennis, LLC;
2. Acknowledging the Contractor's education compact fund contribution, in an amount of $500.00 (3) providing for the addition of language related to identifying the center as the Miami Beach Tennis Center;
3. Adding language addressing light fees and club baskets;
4. Adding language regarding payment to Contractor for the City's summer sports specialty camp;
5. Updating the tennis software provider; and
6. Providing the City with utilization of courts for City produced tennis related special events and/or City sponsored special events to be added to the scope of the Agreement.

At the April 10, 2019 City Commission meeting, City staff updated the City Commission with respect to the opening of the Center, which is slated to occur during late Spring or Summer of 2020. Prior to the end of the term, the Administration would be bringing forward a Procurement item so that the Agreement may be competitively bid.

Since the Contractor took over the programming at the Center, both programming and merchandise revenues and participation numbers have seen a steady increase. Pursuant to the Agreement, Contractor is paid based upon the percentage of gross programming revenues earned at the Center. As a result of the programming growth, an audit to the Agreement was required, increasing the programming fee and management fee from $500,000 to an amount not to exceed $750,000 per year during the term of the Agreement.

At the April 10, 2019 City Commission Meeting, Resolution No. 2019-30776 was passed approving Amendment No. 2 to the pilot agreement to adjust the Contractor's programming and management fee from $500,000.00 to a not to exceed amount of $750,000.00 per year during the term of the agreement to meet the programming demands.

At the July 19, 2019 Finance and Citywide Projects Committee meeting, a motion was made to further amend the Contractor's Pilot Agreement, providing programming at the Center, by shifting the responsibility of operating and personnel cost to the Contractor.

Currently, the operating and personnel cost paid from the Parks and Recreation Department budget is funded by the General Fund. By having the Contractor cover the operating and personnel costs, it will yield an annual savings to the City in the approximate amount of $182,000.00.

Once negotiated staff will return to the full Commission for approval of the proposed amendment.

**Legislative Tracking**
Parks and Recreation

**ATTACHMENTS:**

**Description**

- Resolution

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE AT ITS JULY 19, 2019 MEETING, TO AMEND THE PILOT AGREEMENT WITH VAN DAALEN TENNIS, LLC (CONTRACTOR) TO PROVIDE PROGRAMMING AT THE CITY'S MIAMI BEACH TENNIS CENTER; SAID AMENDMENT TRANSFERRING, FROM THE CITY TO CONTRACTOR, THE RESPONSIBILITY FOR PAYMENT OF OPERATIONAL AND PERSONNEL EXPENSES AT THE CENTER.**

**WHEREAS,** on July 26, 2017, the Mayor and City Commission adopted Resolution Number 2017-29936, accepting the written recommendation of the City Manager and waiving, by 5/7$^{th}$ vote, the competitive bidding requirement, finding such waiver to be in the best interest of the City; and approving, in substantial form, a one (1) year pilot agreement between the City and Van Daalen Tennis, LLC. for programming at the City's Miami Beach Tennis Center; and

**WHEREAS,** on August 30, 2017, the City and Van Daalen Tennis, LLC. ("Contractor") executed the One (1) Year Pilot Agreement (the "Agreement") to Provide Tennis Programming at the City's North Shore Tennis Center, now known as the "Miami Beach Tennis Center" (the "Center"); and

**WHEREAS,** at the April 11, 2018 City Commission Meeting, a discussion regarding a term extension of 6-months for Van Daalen Tennis, LLC. to provide programming, following the completion of the scheduled construction projects at the "Center" was referred to the Finance and Citywide Projects Committee ("FCWPC"); and

**WHEREAS,** on April 11, 2018, the Mayor and City Commission adopted Resolution No. 2018-30279, changing the name of the Center from the North Shore Tennis Center to the Miami Beach Tennis Center; and

**WHEREAS**, on June 6, 2018, the Mayor and City Commission adopted Resolution No. 2018-30330, accepting the recommendation of the FCWPC's meeting on May 18, 2018 meeting approving Amendment No. 1 to the Agreement, including the following essential terms:

(1) Acknowledging the term extension of six months at the completion of the scheduled construction projects at the Miami Beach Tennis Center for Van Daalen Tennis, LLC;
(2) Acknowledging the Contractor's education compact fund contribution, in an amount of $500.00;
(3) providing for the addition of language related to identifying the Center as the Miami Beach Tennis Center;
(4) Adding language addressing light fees and club baskets;
(5) Adding language regarding payment to Contractor for the City's summer sports specialty camp;
(6) Updating the tennis software provider; and
(7) Providing the City with utilization of courts for City produced tennis related special events and/or City sponsored special events to be added to the scope of the Agreement; and

**WHEREAS**, at the April 10, 2019 City Commission Meeting, City staff updated the City Commission with respect to the opening of the Center, which is slated to occur during late Spring or Summer of 2020, and that prior to the end of the term, the Administration would be bringing forward a procurement item so that the Agreement may be competitively bid; and

**WHEREAS**, since Contractor took over the programming, the Center experienced an increase in participation numbers and therefore an increase in both programming and merchandise revenues; and

**WHEREAS**, at the April 10, 2019 City Commission Meeting, Resolution No. 2019-30776 was passed approving Amendment No. 2 to the pilot agreement to adjust the Contractor's programming and management fee from $500,000.00 to a not to exceed amount of $750,000.00 per year during the term of the agreement to correspond to the programming demands; and

**WHEREAS**, at the July 19, 2019 Finance and Citywide Projects Committee meeting, a motion was made to have the Parks and Recreation Department amend the Van Daalen Tennis, LLC ("Contractor") Pilot Agreement, providing programming at the City's Miami Beach Tennis Center, by shifting the responsibility of operating and personnel cost to the Contractor; and

**WHEREAS**, currently, the operating and personnel cost is paid from the Parks and Recreation Department budget, funded by the General Fund, and this shift in responsibilities will yield an annual savings to the City in the approximate sum of $182,000.00.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby accept the recommendation of the Finance and Citywide Projects Committee at its July 19, 2019 meeting amending the pilot agreement with Van Daalen Tennis, LLC (Contractor) to provide programming at the City's Miami Beach Tennis Center; said Amendment transferring, from the City to Contractor, the responsibility for payment of operational and personnel expenses at the Center.

**PASSED AND ADOPTED** this 31st day of July, 2019.

_____
Dan Gelber, Mayor

**ATTEST:**

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/24/19 Date

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE, AT ITS JULY 23, 2019 MEETING, TO APPROVE THE INSTALLATION OF A COMMEMORATIVE PLAQUE NEAR THE 3RD STREET BEACH ACCESS POINT AND ADJACENT TO MARJORY STONEMAN DOUGLAS OCEAN BEACH PARK IN HONOR OF MARIAN DEL VECCHIO, AND SETTING A PUBLIC HEARING FOR SEPTEMBER 11, 2019 PURSUANT TO SECTION 82-504 OF THE CITY CODE TO CONSIDER THE INSTALLATION OF THE COMMEMORATIVE PLAQUE, AND DIRECTING THE CITY CLERK TO PUBLISH THE APPROPRIATE PUBLIC NOTICE.

---

## RECOMMENDATION

Mayor and City Commission to accept the recommendation of the Neighborhood/Community Affairs Committee from its July 23, 2019 meeting, approving a commemorative plaque in recognition of Marian Del Vecchio and her civic contributions.

## ANALYSIS

Marian Del Vecchio, a political cartoonist and long-time Miami Beach activist, passed away on June 15, 2019.

At the June 26, 2019 Presentation and Awards Commission meeting, a discussion regarding a commemorative plaque in remembrance of Marian Del Vecchio was referred to the Neighborhood/Community Affairs Committee ("NCAC"), co-sponsored by all members of the Commission.

On July 23, 2019, the NCAC moved this item to City Commission with favorable recommendation.

Originally from the former nation of Czechoslovakia, Marian Del Vecchio migrated to England in 1938, only later to flee the London Blitz to Brazil and then settle in New York.

Her cartoons were regularly featured under the section "A Different View" for the Miami Herald, from 2000 to 2005. Her drawings were also featured at a recent exhibit by the Miami Design Preservation League at the Art Deco Museum.

In recognition of her civic contributions (Exhibit A) the proposed location for the plaque is the beach walk extension between 3rd and 5th street, adjacent to Marjory Stoneman Douglas Ocean Beach Park. The proposed verbiage for the plaque will read, “In memory of Marian Del Vecchio (1935-2019)” and the estimated cost of design, fabrication, and installation of the 6x12 inch stainless steel plaque is $1000.00.

Pursuant to Section 82-504 of the City Code concerning monuments and memorials, the City Commission is required to hold a public hearing prior to final approval of the commemorative plaque.

**Legislative Tracking**
Parks and Recreation

**Sponsor**
All Members of Commission

**ATTACHMENTS:**

**Description**

- Exhibit A – Marian Del Vecchio Civic Background
- Resolution

**Subject:** FW: Marian Cartoon Signature for Memorial Plaque at Beach Entrance from Ocean Beach Park
**Attachments:** IMG-0851.JPG

**From:** Frank DelVecchio [fdelvecchio@atlanticbb.net]
**Sent:** Tuesday, June 18, 2019 1:41 PM
**To:** Gelber, Dan; Morales, Jimmy
**Cc:** Bob Goodman; Patricia Posner; Gerald Posner; Clare McCord
**Subject:** Marian Cartoon Signature for Memorial Plaque at Beach Entrance from Ocean Beach Park

Dear Mayor Gelber:

I very much appreciate your willingness to consider the installation of a memorial plaque in recognition of the civic contributions by my recently deceased wife, Marian Del Vecchio, specifically her successful role, with me, in initiating a homeless assistance program at Ocean Beach Park and the dune crossover there.

These were the first matters she discussed in her April 15 FIU/MDPL video. The first day we arrived at our 301 Ocean Drive apartment, adjacent to the park, Marian looked out over the balcony and remarked: "Frank, look at the homeless encampment. You've got to do something about it." I had directed HUD homeless programs in New England, among others, and went right to work on it.

The Pottinger settlement agreement had paralyzed and demoralized the City of Miami Beach police, who felt that if they arrested homeless the NAACP would get the Federal Court to assert its jurisdiction over the City of Miami Beach, which would lose control. I talked to the attorneys in the case, and formulated a homeless assistance program proposal that would enable the City of Miami Beach to make the offer of housing and assistance which would satisfy the underlying premises of the Pottinger Settlement agreement. Captain Casey Conwell of the CMB police, chief Barreto, and city manager Sergio Rodriguez recognized this as the avenue out, and the city commission agreed to an initial budget. [I even wrote the first contract with the Salvation Army Shelter in Miami.]

Marian was with me all the way, drawing cartoons that told the story in a nutshell. This was just the beginning. We advocated repair of the boarded-up playground in Ocean Beach Park, and eventually the construction of a wonderful fenced-in playground. Marian's cartoons were instrumental in all of the successful legislative initiatives which fostered a viable South of Fifth neighborhood, now home to hundreds of families with children. It is stable and sound.

Even the most recent controversy over the path for the Beachwalk extension from 3rd to 5th Street has been brilliantly solved. Instead of a low-lying path adjacent to the walls of the oceanfront buildings, from which no part of the beach could be seen, there is now a higher path in the dunes that is embraced by residents and tourists, dozens of whom photograph every day the life guard stands and the beach from the serpentine

path.  The dunes have been strengthened in the process.  We advocated for this, and Marian supported this with her cartoons of the beach.  Always a partner.

I think a legitimate case can be made for city recognition of this remarkable woman's contribution to the civic good.

I ask that you consider a location (I will forward photographs) at the Beachwalk opposite the shower as one enters the beach area of Ocean Beach Park.  There is a palm tree set in a few feet from the path, fronting on a  sandy spot that should prove ideal for a plaque on a stand.  I assume it would be a bronze, engraved plaque tilted so as to be best seen.  This e-mail contains one of Marian's universally recognized cartoon signatures: a cartoon of Marian on the left and me on the right.  I would use Marian's signature cartoon on the left, just her, and on the left of the plaque,which I think the engraver could copy in bronze, and to the right, the simple words:

In Memory of
Marian Del Vecchio
(1935 - 2019)

With heavy heart but with appreciation that the mayor is willing to move forward with an initiative I believe the community and the city commission will recognize as legitimate.

Many thanks,

Frank Del Vecchio
301 Ocean Drive, Apt. 604
Miami Beach, FL 33139



**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE, AT ITS JULY 23, 2019 MEETING, TO APPROVE THE INSTALLATION OF A COMMEMORATIVE PLAQUE NEAR THE 3rd STREET BEACH ACCESS POINT AND ADJACENT TO MARJORY STONEMAN DOUGLAS OCEAN BEACH PARK IN HONOR OF MARIAN DEL VECCHIO, AND SETTING A PUBLIC HEARING FOR SEPTEMBER 11, 2019 PURSUANT TO SECTION 82-504 OF THE CITY CODE TO CONSIDER THE INSTALLATION OF THE COMMEMORATIVE PLAQUE, AND DIRECTING THE CITY CLERK TO PUBLISH THE APPROPRIATE PUBLIC NOTICE.**

**WHEREAS**, Marian Del Vecchio, a political cartoonist and long-time Miami Beach activist, passed away on June 15, 2019; and

**WHEREAS,** originally from the former nation of Czechoslovakia, Marian Del Vecchio migrated to England in 1938, and subsequently fled from London to Brazil, and finally settled in New York; and

**WHEREAS,** her cartoons were regularly featured under the section "A Different View" for the Miami Herald, from 2000 to 2005, and her drawings were also featured at a recent exhibit by the Miami Design Preservation League at the Art Deco Museum; and

**WHEREAS**, at the June 26, 2019 Presentation and Awards Commission meeting, the Mayor and City Commission referred a discussion regarding a commemorative plaque in remembrance of Marian Del Vecchio to the Neighborhood/Community Affairs Committee ("NCAC"); and

**WHEREAS,** the NCAC issued a favorable recommendation at its July 23, 2019 meeting, which recommended the installation of a commemorative plague in honor of Marian Del Vecchio; and

**WHEREAS,** recognizing Marian Del Vecchio's civic contributions (*See* Exhibit A), the proposed location for the commemorative plaque would be the beach walk extension between 3rd and 5th Street, which is adjacent to Marjory Stoneman Douglas Ocean Beach Park; and

**WHEREAS,** the proposed language for the plaque will read, "In memory of Marian Del Vecchio (1935-2019)", and the estimated cost of the design, fabrication, and installation of the stainless-steel plaque would be $1000.00; and

**WHEREAS,** Section 82-504 of the City Code sets forth the process for the installation of monuments and memorials, and the Mayor and City Commission are

required to hold a public hearing prior to final approval of the commemorative plaque; and

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby accept the recommendation of the Neighborhood/Community Affairs Committee, at its July 23, 2019 meeting, to approve the installation of a commemorative plaque near the 3rd Street beach access point and adjacent to Marjory Stoneman Douglas Ocean Beach Park in honor of Marian Del Vecchio and hereby set a public hearing for September 11, 2019 pursuant to Section 82-504 of the City Code to consider the installation of the commemorative plaque, and direct the City Clerk to publish the appropriate public notice.

**PASSED AND ADOPTED** this 31st day of July, 2019.

_____
Dan Gelber, Mayor

**ATTEST:**

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/24/19 Date

MIAMI BEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FINDING THAT THE INTERSECTION OF 41ST STREET AND JEFFERSON AVENUE SHOULD BE DESIGNATED AS AN OFFICIAL STUDENT CROSSING AND ACCORDINGLY: (1) REQUESTING THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY DESIGNATE THE 41ST STREET AND JEFFERSON AVENUE INTERSECTION AS AN OFFICIAL STUDENT CROSSING AND AS PART OF A SAFE ROUTE TO SCHOOL; AND (2) URGING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO IMPLEMENT A SIGNALIZED CROSSING FOR THIS INTERSECTION TO ENHANCE STUDENT AND GENERAL PEDESTRIAN SAFETY.

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## RECOMMENDATION

The Administration recommends that the Mayor and City Commission adopt the resolution.

## ANALYSIS

State Road 112/41 Street/Arthur Godfrey Road is principal arterial under the jurisdiction of the Florida Department of Transportation (FDOT). Over the past ten years, the City has made various requests to FDOT for the installation of a new crosswalk at the intersection of 41st Street and Jefferson Avenue. There have been various accidents at this intersection, including four pedestrians hit and injured over the last ten years. Two of the injured pedestrians were under 14 years old. The most recent pedestrian accident occurred in February 2019. The pedestrian demand at this intersection has increased in the last few years as a result of new businesses, including a Starbucks Coffee, and the new after-school enrichment program attended by approximately 600 Nautilus Middle School students.

In January 2019, the City's Committee for Quality of Education passed a motion urging the City to work with FDOT to implement a safe pedestrian crossing at the intersection of 41st Street and Jefferson Avenue. This motion was followed by a resolution of the City Commission in February 2019 urging FDOT to install a new crosswalk at this intersection to improve pedestrian safety, in light of the accident involving a Nautilus Middle School student who was struck by a vehicle while crossing 41st Street. A letter from Mayor Gelber along with the adopted resolution was subsequently transmitted to FDOT.

On May 21, 2019, the City met with FDOT staff to discuss alternatives and next steps. FDOT advised that while it would conduct a crosswalk warrant study, the most feasible alternative to add a crosswalk and signal at this intersection would be for the City to submit a request to Miami-Dade County Public School (MDCPS) to include this intersection as part of a safe route to school. If the intersection is formally designated as such, FDOT would be able to move forward with identifying funding for the design and installation of a traffic signal and pedestrian crosswalk at the intersection of 41st Street and Jefferson Avenue.

On July 10, 2019, City, FDOT, and MDCPS staff met at the intersection to further discuss the requirements for the potential designation of a safe route to school. At the meeting, MDCPS staff advised that a City Commission resolution is required to commence the designation process.

**CONCLUSION**

The 41st Street corridor currently has nine signalized intersections and three signalized mid-block crossings between Alton Road and Collins Avenue. In addition, the corridor has an existing school zone between Chase Avenue and Prairie Avenue. If the crossing at 41st Street and Jefferson Avenue is designated as part of a safe route to school, the school zone will need to be extended to west of the intersection. This would reduce speeds along the corridor during the morning and afternoon school zone hours. While the expanded school zone supports the pedestrian needs of the 41st Street corridor during school zone hours, it is worth noting that vehicular congestion and delays along the corridor are expected to increase.

If MDCPS approves the designation of the 41st Street and Jefferson Avenue intersection as a safe route to school, FDOT stated that it would fund the design and installation of the new crosswalk and signal at the intersection. The City would be responsible for funding a crossing guard position to assist pedestrians crossing at this intersection during school zone hours. The funding for a crossing guard in an approximate amount of $13,860 per year would be subject to approval by the City Commission as part of a future budget process.

**KEY INTENDED OUTCOMES SUPPORTED**

Ensure Comprehensive Mobility Addressing All Modes Throughout The City

**FINANCIAL INFORMATION**

Once funds for design and construction of a signalized pedestrian crossing are programmed by FDOT, the City will request funding for a crossing guard in the amount of $13,860 annually through a future budget process.

**Legislative Tracking**

Transportation

**Sponsor**

Sponsored by Commissioner Gongora

**ATTACHMENTS:**

**Description**

- Resolution

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FINDING THAT THE INTERSECTION OF 41ST STREET AND JEFFERSON AVENUE SHOULD BE DESIGNATED AS AN OFFICIAL STUDENT CROSSING AND ACCORDINGLY: (1) REQUESTING THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY DESIGNATE THE 41ST STREET AND JEFFERSON AVENUE INTERSECTION AS AN OFFICIAL STUDENT CROSSING AND AS PART OF A SAFE ROUTE TO SCHOOL; AND (2) URGING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO IMPLEMENT A SIGNALIZED CROSSING FOR THIS INTERSECTION TO ENHANCE STUDENT AND GENERAL PEDESTRIAN SAFETY.**

**WHEREAS,** SR 112/41st Street is under the jurisdiction of the Florida Department of Transportation ("FDOT"); and

**WHEREAS**, the lack of marked pedestrian crossings at the intersection of SR 112/41st Street/ and Jefferson Avenue has been a recurring safety concern for some time; and

**WHEREAS**, there have been various accidents at this intersection, including four pedestrians hit and injured over the last ten years (with two of the injured pedestrians being under 14 years old); and

**WHEREAS,** the demand to cross 41st Street at Jefferson Avenue has increased in the last few years as a result of new businesses and the new after-school enrichment program attended by approximately 600 Nautilus Middle School students; and

**WHEREAS**, on January 22, 2019, the City's Committee for Quality Education passed a motion urging the City of Miami Beach to work with FDOT to implement a safe pedestrian crossing at the intersection of 41st Street and Jefferson Avenue; and

**WHEREAS,** the Nautilus Middle School Parent-Teacher-Student Association sent a letter to Mayor Gelber regarding the need to improve pedestrian safety by way of a pedestrian crossing at this intersection; and

**WHEREAS**, the City Manager sent a letter, dated February 1, 2019, to FDOT District Secretary Jim Wolfe, requesting that FDOT explore ways to improve pedestrian safety, including installation of a new crosswalk at the intersection of 41st Street and Jefferson Avenue; and

**WHEREAS**, at its February 13, 2019 City Commission meeting, the Mayor and City Commission discussed the seriousness of the recurring safety concerns at the 41st Street and Jefferson Avenue intersection, and the City's dedication to the implementation of the subject crosswalk by FDOT; and

**WHEREAS,** during the City's May 21, 2019 conference call with FDOT Traffic Operations staff to discuss alternatives and next steps, FDOT advised that the most feasible alternative to adding a crosswalk and signal at the 41st Street and Jefferson Avenue intersection is for the City to submit a request to the School Board of Miami-Dade County, Florida ("School Board") to include this intersection as part of a safe route to school; and

**WHEREAS**, in a letter, dated June 27, 2019 (incorporated herein by reference and attached to this Resolution as Exhibit "A"), FDOT further advised the City Manager that FDOT will support the installation of a signalized midblock crossing at the 41st Street and Jefferson Avenue intersection once the City and the School Board designate the intersection as part of the Nautilus Middle School's official student crossing, and the School Board designates the intersection as part of the Safe Route to School program; and

**WHEREAS,** on July 10, 2019, City staff, FDOT staff, and School Board staff met at the intersection to further discuss the requirements for the Safe Route to School designation; and

**WHEREAS**, at the meeting, School Board staff advised that a resolution from the City Commission will be necessary to commence the designation process.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA** that the Mayor and City Commission hereby find that the intersection of 41st Street and Jefferson Avenue should be designated as an official school student crossing and accordingly: (1) request that the School Board of Miami-Dade County designates the 41st Street and Jefferson Avenue intersection as an official student crossing and as part of the Safe Route to School program; and (2) urge the Florida Department of Transportation to implement a signalized crossing for this intersection to enhance student and general pedestrian safety.

**PASSED** and **ADOPTED** this 31st day of July, 2019

**ATTEST:**

_____
Dan Gelber, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/15/19 Date

RON DESANTIS
GOVERNOR

Florida Department of Transportation
1000 NW 111 Avenue
Miami, Florida 33172-5800

KEVIN J. THIBAULT, P
SECRETARY

June 27, 2019

Mr. Jimmy Morales
City Manager
Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

Subject: 41st Street and Jefferson Avenue
Request for Pedestrian Signal

In response to your request, the Department has completed additional assessments for the purpose of justifying a pedestrian signal at the subject location. Although our findings were the same as in previous studies; the Department recognizes that the subject intersection must satisfy the mobility and safety needs for student crossings. The Department will support the installation of a signalized midblock crossing with the provision of Miami Dade School Board designating this crossing as part of the Nautilus Middle school designated official school student crossing on an adopted school walk route plan of the school safety program.

Our office will commence measures for the signalized midblock crossing installation as soon as we receive a City of Miami Beach resolution and Miami Dade County School Board resolution designating this crossing as an official school student crossing.

The Department remains committed to working closely with the community and elected officials, and to the extent possible addressing traffic and highway safety issues. We appreciate the opportunity to have investigated this issue for you. Please feel free to contact me if there are any questions or concerns.

Sincerely,

Omar Meitin, P.E.
District Traffic operations Engineer

cc: James Wolfe, PE, District Six Secretary
Rudy Garcia, PE, Transportation Operations Director
Tish Burgher, Communications Manager

EXHIBIT
tabbies
A

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

**11:05 a.m. Second Reading Public Hearing**

SUBJECT: HEIGHT INCREASE FOR GROUND LEVEL ADDITIONS ON OCEANFRONT LOTS IN THE ARCHITECTURAL DISTRICT
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," BY AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, ENTITLED "DISTRICT REGULATIONS," DIVISION 3, ENTITLED "RESIDENTIAL MULTIFAMILY DISTRICTS," SUBDIVISION V, ENTITLED "RM-3 RESIDENTIAL MULTIFAMILY, HIGH INTENSITY," BY AMENDING SECTION 142-246, ENTITLED "DEVELOPMENT REGULATIONS AND AREA REQUIREMENTS," TO INCREASE THE HEIGHT LIMIT FOR GROUND FLOOR ADDITIONS MEETING CERTAIN REQUIREMENTS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

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## RECOMMENDATION

The administration recommends that the City Commission adopt the subject ordinance.

## ANALYSIS

### HISTORY

On May 8, 2019, at the request of Commissioner Ricky Arriola, the City Commission referred the subject discussion item to the Land Use and Development Committee, the Planning Board, and the Historic Preservation Board (Item C4 O). The ordinance is co-sponsored by Commissioners Joy Malakoff and John Elizabeth Aleman.

On June 12, 2019 the Land Use and Development Committee discussed the item and recommended that the Planning Board transmit the attached ordinance to the City Commission with a favorable recommendation.

### BACKGROUND

The RM-3 zoned oceanfront properties from 16th – 21st Streets, which is the subject area of the proposed ordinance, are also located within the Miami Beach Architectural District (established in 1979) and within the Ocean Drive/Collins Avenue Local Historic District

(established in 1986 and expanded in 1992 to include the subject area). The following is a summary of current and previous height limits for the area, as well as code changes, since 1998:

**Prior to 1998:**
Lots over 100,000 SF: 300 feet
Oceanfront lots over 200,000 SF: 400 feet
Otherwise: 250 feet

1998 (Ord. 98-3150)
New construction on vacant lots: 120 feet
Ground level additions: 50 feet
Roof-top additions: Prohibited

**2007 (Ord. 2007-3589) – proposed by the Seagull/Days Inn on 21st Street**
The height allowed for ground level additions was increased up to the height of an existing structure for the expansion of hotel units only, and only along an interior side yard.

**2012 (Ord. 2012-3784) – proposed by the South Seas Hotel (1751 Collins)**
This expanded upon the 2007 ordinance to allow an increase in height for ground level additions, up to the height of the existing building, for the purpose of relocating hotel rooms. This ordinance contemplated demolishing interior portions of a lower building, while retaining the street and ocean front sides of the structures, and building a new, taller structure, in-between the two, up to the height of the taller existing building on a property. Additionally, no building greater than 25 feet shall be constructed on the eastern portion of the lot.

**PLANNING ANALYSIS**
Attached is a proposed amendment to sec. 142-246(b) of the land development regulations of the city code. This amendment has been submitted on behalf of the real estate developer SHVO, who recently acquired the Raleigh, Richmond, and South Seas Hotels on Collins Avenue between 17th and 18th streets. The proposal would increase the maximum allowable height of ground level additions on oceanfront lots in the Architectural District from 50 feet to 200 feet for lots over 115,000 square feet.

As indicated above, in 1998, as part of the downzoning of the City, which included general height and FAR reductions citywide, heights within the subject RM-3 area were reduced to 120 feet for vacant lots and 50 feet for ground level additions to existing structures. These height limits were adopted to ensure that new construction was compatible with the scale and character of the surrounding historic district.

On the RM-3 zoned, oceanfront side of Collins Avenue within the Architectural District (between 16th and 21st Streets), the existing maximum building heights vary, as follows:

**16th Street to Lincoln Road:**
Loews Hotel: 18 stories / Approx. 200 feet
Georgian Condominium: 10 stories / Approx. 100 feet
Decoplage Condominium: 16 stories / Approx. 170 feet

**Lincoln Road to 17th Street:**
Dildio/Ritz Carlton: 12 stories / Approx. 130 feet

Sagamore Hotel: 6 stories / Approx. 65 feet
National Hotel: 12 stories / Approx. 125 feet
Delano Hotel: 13 stories / Approx. 135 feet

**17th Street to 18th Street:**
Ritz Plaza Hotel: 12 stories / Approx. 125 feet
Surfcomber Hotel: 3 stories / Approx. 35 feet
Marsielle Hotel: 8 stories / Approx. 85 feet
South Seas Hotel: 8 stories / Approx. 85 feet
Richmond Hotel: 7 stories / Approx. 75 feet
Raleigh Hotel: 8 stories / Approx. 85 feet

**18th Street to 20th Street:**
Shelbourne: 14 stories / Approx. 150 feet
Nautilus: 7 stories / Approx. 75 feet
Shoreclub: 19 stories / Approx. 200 feet

**20th Street to 21st Street:**
Setal Hotel: 7 stories / Approx. 75 feet
Setai Residential Condo: 37 stories / Approx. 400 feet
Days Inn / Seagull: 7 stories / Approx. 75 feet

The overall heights noted above are generally consistent from Lincoln Road to 18th Street, with a small number of sites having lower overall heights. The properties to the south of Lincoln Road are generally taller, as are some of the sites north of 18th Street, most notably the Setai.

The proposal to increase the overall height of additions within the above noted boundaries of the Architectural District would only apply to development sites that are at least 115,000 square feet. Based upon current available FAR and site ownership, as of now, this threshold would apply to two development sites:

1. The proposer's site, which contains the Raleigh, Richmond and South Seas Hotels.

2. The Shoreclub parcel on the south side of 20th Street.

Other properties within the RM-3 district from 16th to 21st Streets could, potentially, be aggregated in the future and meet this 115,000 square foot threshold; this would allow such sites to be eligible for up to 200 feet of height. However, based upon the current ownership make-up of properties from 16th to 21st Street, as well as the availability of FAR, the number of properties that would be eligible via a future lot aggregation is limited. Also, any future properties that would become eligible would still need to meet the certificate of appropriateness criteria for building placement.

Planning staff did have some concerns with the impact that the proposed height increase may have on the existing, well-established and iconic historic context of the area, as viewed from the west along Collins Avenue, and the east along the beach walk. In order to ensure that the proposed increase in maximum allowable height for additions within this area does not compromise the architectural and historic integrity of the existing structures within a development site, the following additional safeguards are included within the proposed ordinance, and were endorsed by the Land Use and Development Committee:

1. Placement of the structure. The ground floor addition shall be located internal to a site, and setback a minimum of 100 feet from the front property line, 75 feet from the street side property lines as well as setback a minimum of 100 feet from the rear (oceanfront) property line.

2. Limits on the floorplate of additions exceeding 50 feet in height. The maximum floor plate size for the portion of an addition exceeding 50 feet in height building is 15,000 square feet, excluding projecting balconies, per floor. The historic preservation board may allow for an increase in this overall floor plate, up to a maximum of 20,000 square feet, excluding balconies, per floor, in accordance with the certificate of appropriateness criteria in chapter 118, article X of these land development regulations.

Lastly, the administration would note that the overall height for a proposed addition is at the discretion of the historic preservation board. The overall height, as well as the placement of the structure, is not 'as of right', and the historic preservation board has clear authority to review any height and building placement, in addition to architecture and demolition.

**PLANNING BOARD REVIEW**

On June 25, 2019, the Planning Board held a public hearing and transmitted the ordinance to the City Commission with a favorable recommendation by a vote of 5-0.

**SUMMARY**

The subject proposal was a tri-referral to the LUDC, Planning Board and Historic Preservation Board. On July 9, 2019, the Historic Preservation Board (HPB) recommended approval of the ordinance by a vote of 5-1 (one member was absent). The HPB also indicated that the endorsement of the ordinance does not guarantee that the maximum height permitted will ultimately be approved, as the overall height, massing and demolition would be evaluated at the time an application is submitted to the HPB.

Redeveloping oceanfront sites that contain short buildings whose length runs from the street to the rear pool deck can be challenging. Such buildings, including those between 17th and 18th Streets, are at a competitive disadvantage to the taller, more narrow structures (such as the Raleigh and the Ritz Plaza), which afford ocean views to virtually every room. The longer buildings on narrow lots simply cannot provide the same views and amenities under the current code, particularly as it pertains to an allowable addition. This is an important discussion point, as most of these longer buildings on narrow sites were constructed during or right after the great depression, and were designed for working class tourists. Today's hotel market, however, has expanded and diversified significantly.

This is not to lessen the importance or significance of these structures, as they play a very important role in the historic context and architectural evolution of the area, and the city as a whole. However, on balance, the administration believes that it would be beneficial to allow for taller hotel additions to sites with contributing buildings, provided the safeguards noted above are included.

**UPDATE**

On July 17, 2019, the subject ordinance was approved at first reading by the City Commission, with no changes.

**CONCLUSION**

The administration recommends that the City Commission adopt the subject ordinance.

**Legislative Tracking**

Planning

**Sponsor**

Vice-Mayor Ricky Arriola and Co-Sponsored by Commissioners John Elizabeth Aleman and Joy Malakoff

**ATTACHMENTS:**

**Description**

- Form Approved ORDINANCE

**Height Increase for Ground Level Additions on Oceanfront Lots in the Architectural District**

**ORDINANCE NO._____**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," BY AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, ENTITLED "DISTRICT REGULATIONS," DIVISION 3, ENTITLED "RESIDENTIAL MULTIFAMILY DISTRICTS," SUBDIVISION V, ENTITLED "RM-3 RESIDENTIAL MULTIFAMILY, HIGH INTENSITY," BY AMENDING SECTION 142-246, ENTITLED "DEVELOPMENT REGULATIONS AND AREA REQUIREMENTS," TO INCREASE THE HEIGHT LIMIT FOR GROUND FLOOR ADDITIONS MEETING CERTAIN REQUIREMENTS; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Beach (the "City") has the authority to enact laws which promote the public health, safety and general welfare of its citizens; and

**WHEREAS**, the City's Land Development Regulations ("LDRs") provide for the regulation of land within the City; and

**WHEREAS**, this Ordinance provides for a height increase for ground floor additions on oceanfront lots in the Architectural District, with a lot area greater than 115,000 square feet, subject to the requirements set forth herein.

**NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:**

**SECTION 1.** Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 3, "Residential Multifamily Districts," Subdivision V, "RM-3 Residential multifamily, high intensity," is hereby amended as follows:

**CHAPTER 142 – ZONING DISTRICTS AND REGULATIONS**

* * *

**ARTICLE II. – DISTRICT REGULATIONS**

* * *

**DIVISION 3. - RESIDENTIAL MULTIFAMILY DISTRICTS**

* * *

**SUBDIVISION V.- RM-3 RESIDENTIAL MULTIFAMILY, HIGH INTENSITY**

* * *

**Sec. 142-246. - Development regulations and area requirements.**

(a) The development regulations in the RM-3 residential multifamily, high intensity district are as follows:

(1) Max. FAR: Lot area equal to or less than 45,000 sq. ft.—2.25; lot area greater than 45,000 sq. ft.—2.75; oceanfront lots with lot area greater than 45,000 sq. ft.—3.0.

(2) Notwithstanding the above, oceanfront lots in architectural district shall have a maximum FAR of 2.0.

(3) Notwithstanding the above, lots which, as of the effective date of this ordinance (November 14, 1998), are oceanfront lots with a lot area greater than 100,000 sq. ft. with an existing building, shall have a maximum FAR of 3.0; however, additional FAR shall be available for the sole purpose of providing hotel amenities as follows: the lesser of 0.15 FAR or 20,000 sq. ft.

(b) The lot area, lot width, unit size and building height requirements for the RM-3 residential multifamily, high intensity district are as follows:

| Minimum Lot Area (Square Feet) | Minimum Lot Width (Feet) | Minimum Unit Size (Square Feet) | Average Unit Size (Square Feet) | Maximum Building Height (Feet) |
|---|---|---|---|---|
| 7,000 | 50 | New construction—550<br>Non-elderly and elderly low and moderate income housing—400<br>Workforce housing—400<br>Rehabilitated buildings—400<br>Hotel units:<br>15%: 300—335<br>85%: 335+<br>For contributing hotel structures, located within an individual historic site, a local historic district or a national register district, which are renovated in accordance with the Secretary of the Interior Standards and Guidelines for the Rehabilitation of Historic Structures as amended, retaining the existing room configuration and sizes of at least 200 square feet shall be permitted. Additionally, the | New construction—800<br>Non-elderly and elderly low and moderate income housing—400<br>Workforce housing—400<br>Rehabilitated buildings—550<br>Hotel units—N/A | 150<br><br>Oceanfront lots—200<br>Architectural dist.: New construction—120; ground floor additions (whether attached or detached) to existing structures on oceanfront lots—50 (except as provided in section 142-1161) |

| | | | | |
|---|---|---|---|---|
| | | existing room configurations for the above described hotel structures may be modified to address applicable life-safety and accessibility regulations, provided the 200 square feet minimum unit size is maintained, and provided the maximum occupancy per hotel room does not exceed 4 persons. | | |

(c) Notwithstanding the above, for oceanfront lots located within a locally designated historic district or site, but not within the architectural district, with less than 400 feet of lineal frontage along Collins Avenue and containing at least one contributing structure, the maximum building height for ground floor additions to existing structures, whether attached or detached, shall be as follows:

(1) For existing structures greater than five stories in height, the maximum height shall be limited to ten stories or the height of the roof line of the main structure on site, whichever is less. At the discretion of the historic preservation board, the maximum height of the ground floor addition may exceed ten stories if the existing and surrounding structures are greater than five stories in height, provided the addition is consistent with the scale and massing of the existing structure.

(2) For existing structures five stories or less in height, the maximum height shall be limited to five stories.

Additionally, the proposed addition shall not substantially reduce existing or established view corridors, nor impede the appearance or visibility of architecturally significant portions of an existing structure, as determined by the historic preservation board.

(d) Notwithstanding the above, for oceanfront lots located in the architectural district, the overall height of an attached addition may exceed five stories and 50 feet, but shall not exceed the height of the roof line of the structure attached to, provided all of the following conditions are satisfied:

(1) The proposed addition shall consist of the expansion of existing hotel units only and shall not result in an increased number of units.

(2) The proposed addition shall be for hotel units only. A restrictive covenant, running with the land, or other similar instrument enforceable against the owner(s), acceptable to and approved as to form by the city attorney, shall be required to ensure that the units remain as hotel units for a minimum of 30 years. If the applicant is unable to provide such a covenant, this requirement may be waived by the city manager if it is demonstrated that the project provides an extraordinary public benefit to the surrounding area.

(3) The proposed addition shall not be attached to front, street side or oceanfront elevations, nor along any other principal elevations or facades, as determined by the historic preservation board.

(4) The proposed addition shall not substantially reduce existing or established view corridors, nor impede the appearance or visibility of architecturally significant portions of an existing structure, as determined by the historic preservation board.

(e) A ground floor addition relocating existing hotel units shall also meet the following conditions, in addition to subsection (d)(2)—(4) above:

(1) There shall be no neighborhood impact establishment, dancehall or entertainment use in the area of the proposed addition;

(2) No new outdoor or open air entertainment establishment shall be created on the property. Outdoor or open air entertainment establishments existing as of the effective date of this subsection (November 24, 2012) may continue but shall not be expanded if a property avails itself of this provision.

(3) Upon approval of the proposed addition by the historic preservation board, no building greater than two stories or 25 feet in height shall be constructed between the rear of the building and westward line of the dune overlay district. This provision shall not be subject to variance.

(4) Notwithstanding the provisions in subsection 142-1161(d), if the building presently contains unoccupied but built spaces enclosed on at least three sides by existing walls of a height that would conceal a new roof, such as false parapets or storage rooms, those spaces may be further enclosed as habitable floor area, up to the permitted floor area; and

(5) No new commercial uses shall be permitted on the rooftop or any open air decks of the existing structure or proposed addition.

(f) Notwithstanding the above, for oceanfront lots located in the architectural district, with a lot area greater than 115,000 square feet, a ground floor addition, whether attached or detached, may exceed 50 feet in height, but shall not exceed 200 feet in height, in accordance with the following provisions:

(1) *Placement of the structure.* The ground floor addition shall be located internal to the site, and shall be set back a minimum of 100 feet from the front property line, 75 feet from the street side property lines, and 100 feet from the rear (oceanfront) property line.

(2) *Limits on the floorplate of additions exceeding 50 feet in height.* The maximum floor plate size for the portion of an addition that exceeds 50 feet in building height is 15,000 square feet per floor, excluding projecting balconies. The historic preservation board may approve an increase in this overall floor plate, up to a maximum of 20,000 square feet per floor, excluding balconies, in accordance with the certificate of appropriateness criteria in chapter 118, article X of these land development regulations.

**SECTION 2. REPEALER.**

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith are hereby repealed.

**SECTION 3. CODIFICATION.**

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

**SECTION 4. SEVERABILITY.**

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 5. EFFECTIVE DATE,**

This Ordinance shall take effect ten days following adoption.

**PASSED and ADOPTED** this _____ day of _____, 2019.

**ATTEST:**

_____
Dan Gelber, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/2/19 Date

NK

First Reading: July 17, 2019
Second Reading: July 31, 2019

Verified by: _____
Thomas R. Mooney, AICP
Planning Director

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MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

**11:10 a.m. Second Reading Public Hearing**

SUBJECT: ACCESSORY DWELLING UNITS (ADU) - COMPREHENSIVE PLAN AMENDMENT
AN ORDINANCE AMENDING THE CITY OF MIAMI BEACH YEAR 2025 COMPREHENSIVE PLAN, BY AMENDING CHAPTER 1, ENTITLED "FUTURE LAND USE ELEMENT"; OBJECTIVE 1, ENTITLED "LAND DEVELOPMENT REGULATIONS," AT POLICY 1.2, "SINGLE FAMILY RESIDENTIAL CATEGORY (RS)," TO ALLOW FOR ACCESSORY AND CONDITIONAL USES AS PROVIDED FOR IN THE LAND DEVELOPMENT REGULATIONS AND TO PROVIDE THAT ACCESSORY DWELLING UNITS DO NOT COUNT TOWARDS MAXIMUM DENSITY LIMITS; AND AMENDING CHAPTER 3, ENTITLED "HOUSING ELEMENT," OBJECTIVE 1, ENTITLED "CREATION AND/OR PRESERVATION OF AFFORDABLE HOUSING" AND "OBJECTIVE 3," ENTITLED "ADEQUATE SITES AND DISTRIBUTION OF HOUSING FOR VERY LOW TO MODERATE-INCOME HOUSEHOLDS; AND ADEQUATE SITES FOR MOBILE AND MANUFACTURED HOMES," TO PROVIDE FOR THE DEVELOPMENT OF ACCESSORY DWELLING UNITS IN ORDER TO ENCOURAGE THE DEVELOPMENT OF HOUSING AT AN ATTAINABLE RATE; AND PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

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## RECOMMENDATION

The administration recommends that the City Commission adopt the subject ordinance.

## ANALYSIS

## HISTORY

On November 14, 2018, at the request of Commissioner Ricky Arriola, the City Commission referred a discussion item pertaining to accessory dwelling units (ADU's) in single family districts to the Land Use and Development Committee (Item C4 O). On February 20, 2019, the Land Use and Development Committee (LUDC) discussed the proposal and recommended that the administration draft an ordinance. The LUDC continued the item to the April 3, 2019 meeting.

On April 3, 2019, the LUDC discussed the proposed ordinances and recommended that the

City Commission refer the ordinances to the planning board. On April 10, 2019 the City Commission referred the subject ordinances to the Planning Board (Item C4 AC).

**PLANNING ANALYSIS**

Accessory Dwelling Units (ADU's) are small living units that have their own kitchen and bathroom facilities and are on the same property as a single-family home. They are often rented out to provide a family with extra income or made available to a relative looking for additional privacy. Such units can either be attached or detached from the home. They may also be known as granny flats, cottage houses, or secondary dwelling units. It was popular to include such units as part of single-family homes in the early 20th century, including within Miami Beach. However, such units fell into disfavor after World War II when development patterns shifted to a more suburban style, and many cities began to prohibit them.

With rising housing costs in urban areas, many cities are reintroducing the ability to build ADU's in single family areas. This is intended to provide housing that is more attainable to the workforce and to provide homeowners an extra source of income which can help them maintain their homes. Some of the cities that currently allow ADU's include: Austin, TX; Boulder, CO; Miami, FL (certain neighborhoods – ex. Buena Vista); Minneapolis, MN; Portland, OR; and Seattle, WA. In addition, all cities in California are required to allow for the construction of ADU's.

**City of Miami Beach**

Section 142-905 of the Miami Beach Land Development Regulations (LDR's) permits "Guest/servants quarters" as an accessory use in Single Family Districts. "Guest/servants quarters" are defined as:

*living quarters within a detached or semi-detached accessory building located on the same lot with the main building for use by temporary guests or servants of the occupants of the premises. Such quarters shall not have separate utility meters, shall not be rented or otherwise used as a separate dwelling or have cooking facilities except as set forth in section 142-905.*

A separate cooking facility is only allowed when the residence contains at least 3,600 square feet of floor area.

Many single-family homes in Miami Beach already contain guest/servant quarters, which are similar in scale and location to ADU's. The difference between the two is that guest/servant quarters cannot be rented out, and as such they do not provide income for homeowners, nor housing that more attainable to the City's workforce.

Currently, the City's Comprehensive Plan includes several incentives to develop workforce and affordable housing in multifamily areas, such as increased density, reduced unit sizes, and parking reductions. Allowing ADU's would be consistent and follow the same path as the previously approved incentives.

**Florida Statutes**

The Florida Legislature has recognized the benefits of ADUs at assisting to provide housing for low to moderate income persons within Florida Statute 163.31771. That statute provides that "Upon a finding by a local government that there is a shortage of affordable rentals within its

jurisdiction, the local government may adopt an ordinance to allow accessory dwelling units in any area zoned for single-family residential use." This provides that such units not count as an additional unit for the purposes of establishing density limits and levels of service.

Additionally, the statute requires that an application for a building permit to construct an accessory dwelling unit must include an affidavit from the applicant which attests that the unit will be rented at an affordable rate to an extremely-low-income, very-low-income, low-income, or moderate-income person or persons." For reference, the definition of "Moderate-income persons" per the statute is "one or more natural persons or a family, the total annual adjusted gross household income of which is less than 120 percent of the median annual adjusted gross income for households within the state, or 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater." According to data published by the Florida Housing Finance Corporation for 2018, the monthly rent for a loft-style unit could reach approximately $1,653 or for a one-bedroom unit, approximately $1,771.

**California Government Code**
The State of California has gone further than the State of Florida in this regard and mandated that all local governments in the State allow ADUs to be built in all zoning districts that allow single-family uses. It provides for administrative approval of such units and allows local governments to establish setbacks, lot coverage, minimum and maximum unit sizes, and other requirements. However, it provides that parking requirements not exceed one space per unit or one bedroom, whichever is less, and no parking if the unit is within one-half mile of public transit, or in an historic district. It also allows for such units to be detached from the primary home or converted from an existing garage. Additionally, the code allows a city the option of requiring owner occupancy of either the primary home or the accessory dwelling unit.

**City of Miami Zoning Ordinance (Miami 21 Code)**
The City of Miami underwent a process of creating and adopting a new zoning code, known as the Miami 21 Code, between 2005 and 2009. As part of the process, homeowners' associations in the City were consulted to determine if they had an interest in allowing ADU's. Several responded that they did want them, and those neighborhoods received a single-family zoning designation that also allowed for ADU's.

The T3-L (Sub-Urban Transect – Limited) district is the single-family district that allows for ADU's. The code provides that the ADU be a maximum size of 450 square feet, only be ancillary to single-family residences, must be architecturally harmonious with the primary home, that a minimum of one parking space be provided, and that any façade abutting another property only utilize clerestory windows along that façade to ensure that a neighbor's privacy is not impacted. Additionally, the Code requires that the principal dwelling be owner occupied in order to be able to allow for rental of the ADU.

**PLANNING BOARD REVIEW**
On May 21, 2019, the Planning Board held a public hearing and transmitted the ordinance to the City Commission with a favorable recommendation by a vote of 7-0.

**SUMMARY**
The Affordable Housing Advisory Committee recently passed a motion supporting the legalization of accessory dwelling units within the City to encourage workforce/affordable housing. Several cities are allowing ADUs in order to allow more housing options in light of

increasing housing costs. Staff believes that ADU's would be a worthwhile and practical tool for addressing workforce and affordable housing in the City.

On February 20, 2019, the LUDC discussed the proposal and recommended that the administration draft an ordinance, which provided for the following, all of which are included in the attached amendment to the LDR's:

1. That ADU's be allowed in all single-family neighborhoods.

2. That the rental of ADU's be limited to homesteaded or owner-occupied properties.

3. That the rental of ADU's for over six months and one day.

The proposed ordinance allows for accessory dwelling units to be attached or detached from the primary home, provided it does not affect the single-family appearance of the residence. Additionally, it provides additional size limitations for ADU's that are consistent with the existing requirements for accessory buildings, with a minimum size requirement of 200 square feet. Staff believes that the 200 square foot minimum proposed will be sufficient as the actual size of the unit can be a percentage of the main home. This is the current regulation for accessory structures and it makes sense as the main home needs to be a minimum size to have a functional ADU.

Because such structures will be habitable, the amendment provides that the height of accessory buildings be measured from the base flood elevation (BFE) plus a freeboard of one (1) foot, to ensure that they are resilient to sea level rise and that they can comply with life-safety requirements of the Florida Building Code and the City Code.

There is also a provision in the proposed ordinance that would allow for the grandfathering of existing accessory structures, built prior to January 1, 2019, provided the ADU is not expanded in size. All applicable development regulations, including lot size and setbacks, are addressed within the accessory structure's development regulations.

The subject comprehensive plan amendment authorizes ADU's as an accessory use in the "Single Family Residential Category" within the Land Use Element and states that such units will contribute to the City's efforts to encourage the development of workforce and affordable housing within the Housing Element.

Finally, when the City Commission referred the ordinances on April 10, 2019, direction was given to explore the feasibility of accommodating rental periods of less than six months for ADU's. The City Attorney has researched this and determined that rental periods of less than six months would not be permissible under the current City code.

**UPDATE**

On June 5, 2019, the City Commission approved the subject ordinance at first reading. Upon approval, the administration transmitted the proposed comprehensive plan amendment to the state review agencies, as required by section 163.3184, Florida Statutes. Comments were received from the Florida Department of Economic Opportunity and the Florida Department of Transportation, as follows:

The Department of Economic Opportunity provided the following technical assistance

comment:

*While the City's intent to encourage more affordable and workforce housing is laudable, Department staff has identified that potential density increases in Coastal High Hazard Areas (CHHAs) would not be directly excluded. As part of the final review of the proposed amendment, the City should consider the amendment's internal consistency with the Conservation/Coastal Zone Management Element. As with the previously adopted 17-04ESR amendment, a public policy discussion regarding balancing the need for affordable units with the need for safe evacuation will assist the City with making the public policy discussion regarding balancing the need for affordable units with the need for safe evacuation will assist the City with making the public policy decision in their residents and business owners best interest.*

The administration has concluded that the proposed amendment is internally consistent with Comprehensive Plan pursuant to Objective 9, of the Conservation/Coastal Zone Management Element which states the following:

**OBJECTIVE 9: DENSITY LIMITS**
*Direct population concentrations away from city-wide coastal high hazard area by prohibiting residential density increases, except to incentivize workforce or affordable housing.*

Objective 9 prioritizes the development of workforce and affordable housing due to the shortage of such units, which has resulted in the majority of the workforce having to commute into the City, causing very heavy traffic congestion. Also, the City has adopted several ordinances to address sea level rise and storm surges, including the freeboard ordinance and the minimum grade ordinance, both of which ensure that all new residential units will be resilient.

The Florida Department of Transportation (FDOT) provided the following comments:

*Because of the proposed amendment's proximity to I-195, which is a SIS facility, a quantitative assessment of the amendment's maximum potential transportation impacts upon the roadway is necessary. The District requests that the City provide transportation analysis to document the maximum potential impact the proposed additional dwelling units will have upon the transportation network. This should include the following:*

• *The net new increase in potential daily and/or peak hour vehicular trips given the proposed amendment must be assigned to the roadway network based on a reasonable trip distribution.*

• *Based on the distributed net new potential trips, a peak hour capacity analysis of the surrounding roadway network, including all SIS facilities, must be performed to ascertain if the net new trips associated with the proposed amendment significantly impact the roadway network.*

• *The findings from these analyses should be summarized and appropriately documented to facilitate subsequent review.*

• *If roadway deficiencies are identified, the City will need to demonstrate the long term*

*adequacy of transportation facilities to meet established acceptable levels of service, as required by ss. 163.3177(3)(a)3., and 163.3177(6)(a)8., Florida Statutes. The City will also need to include a plan for how it will correct existing facility deficiencies and meet the identified needs of the projected transportation system based on data, analysis, and associated principles and strategies as required by ss.163.3177(6)(b)1.e., Florida Statutes.*

The administration is preparing a detailed analysis to address FDOT's concerns. Notwithstanding these comments from FDOT, the administration believes that the analysis will show that significant traffic impacts are not expected as a result of this amendment, and that the City can adopt the comprehensive plan amendment.

**CONCLUSION**

The administration recommends that the City Commission adopt the subject ordinance.

**Legislative Tracking**

Planning

**Sponsor**

Vice-Mayor Ricky Arriola

**ATTACHMENTS:**

**Description**

- Form Approved ORD COMP PLAN
- Advertisement

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE CITY OF MIAMI BEACH YEAR 2025 COMPREHENSIVE PLAN, BY AMENDING CHAPTER 1, ENTITLED "FUTURE LAND USE ELEMENT;" OBJECTIVE 1, ENTITLED "LAND DEVELOPMENT REGULATIONS," AT POLICY 1.2, "SINGLE FAMILY RESIDENTIAL CATEGORY (RS)," TO ALLOW FOR ACCESSSORY AND CONDITIONAL USES AS PROVIDED FOR IN THE LAND DEVELOPMENT REGULATIONS AND TO PROVIDE THAT ACCESSSORY DWELLING UNITS DO NOT COUNT TOWARDS MAXIMUM DENSITY LIMITS; AND AMENDING CHAPTER 3, ENTITLED "HOUSING ELEMENT," OBJECTIVE 1, ENTITLED "CREATION AND/OR PRESERVATION OF AFFORDABLE HOUSING" AND "OBJECTIVE 3," ENTITLED "ADEQUATE SITES AND DISTRIBUTION OF HOUSING FOR VERY LOW TO MODERATE-INCOME HOUSEHOLDS; AND ADEQUATE SITES FOR MOBILE AND MANUFACTURED HOMES," TO PROVIDE FOR THE DEVELOPMENT OF ACCESSORY DWELLING UNITS IN ORDER TO ENCOURAGE THE DEVELOPMENT OF HOUSING AT AN ATTAINABLE RATE; AND PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Land Use and Housing Elements of the Miami Beach Comprehensive Plan include policies to incentivize the development and retention of workforce and affordable housing; and

**WHEREAS**, The Florida Legislature has recognized the benefits of ADUs at assisting to provide housing for low to moderate income persons within Section 163.31771, Florida Statutes; and

**WHEREAS**, Section 163.31771, Florida Statutes provides that "Upon a finding by a local government that there is a shortage of affordable rentals within its jurisdiction, the local government may adopt an ordinance to allow accessory dwelling units in any area zoned for single-family residential use; and

**WHEREAS**, the City of Miami Beach finds that there is a shortage of affordable rentals within the City limits; and

**WHEREAS**, the City of Miami Beach finds that allowing accessory dwelling units in single-family residential areas provides additional opportunities for workforce and affordable housing while providing an extra source of income to homeowners; and

**WHEREAS**, the City Commission finds that it is in the best interest of its residents, businesses, and visitors to adopt regulations to protect the public health, safety, welfare, and morals; and

**WHEREAS**, the amendments set forth below are necessary to accomplish all of the above objectives.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:**

**SECTION 1.** The following amendments to the City's 2025 Comprehensive Plan Future Land Use Element are hereby adopted:

* * *

## CHAPTER 1

## FUTURE LAND USE ELEMENT

* * *

### OBJECTIVE 1: LAND DEVELOPMENT REGULATIONS

* * *

**Policy 1.2**

The land development regulations which implement this Comprehensive Plan shall, at a minimum, be based on and be consistent with s. 163.3202, F.S., and shall further be based on the following standards for land use category, land use intensity and land use:

* * *

***Single Family Residential Category (RS)***

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and new single family residential development.

Uses which may be permitted: Single family detached dwellings.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, including Accessory Dwelling Units, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 7 residential units per acre. Accessory Dwelling Units shall not count towards the maximum density limit.

Intensity Limits: Intensity may be limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy.

* * *

**SECTION 2.** The following amendments to the City's 2025 Comprehensive Plan Housing Element are hereby adopted:

* * *

## CHAPTER 3

## HOUSING ELEMENT

* * *

### OBJECTIVE 1: CREATION AND/OR PRESERVATION OF AFFORDABLE HOUSING

* * *

**Policy 1.9**

The City shall provide for the development of Accessory Dwelling Units in the "Single Family Residential Category" future land use designation in order to encourage the development of housing that is affordable to the workforce, and very low to moderate-income persons, subject to the restriction in the Land Development Regulations.

* * *

### OBJECTIVE 3: ADEQUATE SITES AND DISTRIBUTION OF HOUSING FOR VERY LOW TO MODERATE-INCOME HOUSEHOLDS; AND ADEQUATE SITES FOR MOBILE AND MANUFACTURED HOMES.

* * *

**Policy 3.6**

The City shall provide for the development of Accessory Dwelling Units in the "Single Family Residential Category" future land use designation in order to encourage the development of housing that is affordable to the workforce, and very low to moderate-income persons that is distributed throughout the City, subject to the restriction in the Land Development Regulations.

* * *

**SECTION 2. REPEALER.**
All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 3. SEVERABILITY.**
If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 4. CODIFICATION.**
It is the intention of the City Commission that this Ordinance be entered into the Comprehensive Plan, and it is hereby ordained that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word. The Exhibits to this Ordinance shall not be codified, but shall be kept on file with this Ordinance in the City Clerk's Office.

**SECTION 5. TRANSMITTAL.**
The Planning Director is hereby directed to transmit this ordinance to the appropriate state, regional and county agencies as required by applicable law.

**SECTION 6. EFFECTIVE DATE.**
This ordinance shall take effect 31 days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to Section 163.3184(3), Florida Statutes.

**PASSED AND ADOPTED** this _____ day of _____, 2019.

**ATTEST:**

_____
Dan Gelber, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney — Date 5/28/19

First Reading: June 5, 2019
Second Reading: July 17, 2019

Verified By: _____
Thomas R. Mooney, AICP
Planning Director

[Sponsor: Commissioner Ricky Arriola]

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MIAMIBEACH

# CITY OF MIAMI BEACH
# NOTICE OF PUBLIC HEARINGS

## ORDINANCES AMENDING THE COMPREHENSIVE PLAN AND THE LAND DEVELOPMENT RELATIONS RELATING TO ACCESSORY DWELLING UNITS (ADU)

## JULY 31, 2019

**NOTICE IS HEREBY** given that the following **Second Readings Public Hearings** will be heard by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 31, 2019** at the times listed, or as soon thereafter as the matter can be heard:

**11:10 a.m. Second Reading Public Hearing**

ACCESSORY DWELLING UNITS (ADU) - COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING THE CITY OF MIAMI BEACH YEAR 2025 COMPREHENSIVE PLAN, BY AMENDING CHAPTER 1, ENTITLED "FUTURE LAND USE ELEMENT;" OBJECTIVE 1, ENTITLED "LAND DEVELOPMENT REGULATIONS," AT POLICY 1.2, "SINGLE FAMILY RESIDENTIAL CATEGORY (RS)," TO ALLOW FOR ACCESSORY AND CONDITIONAL USES AS PROVIDED FOR IN THE LAND DEVELOPMENT REGULATIONS AND TO PROVIDE THAT ACCESSORY DWELLING UNITS DO NOT COUNT TOWARDS MAXIMUM DENSITY LIMITS; AND AMENDING CHAPTER 3, ENTITLED "HOUSING ELEMENT," OBJECTIVE 1, ENTITLED "CREATION AND/OR PRESERVATION OF AFFORDABLE HOUSING" AND "OBJECTIVE 3," ENTITLED "ADEQUATE SITES AND DISTRIBUTION OF HOUSING FOR VERY LOW TO MODERATE-INCOME HOUSEHOLDS; AND ADEQUATE SITES FOR MOBILE AND MANUFACTURED HOMES," TO PROVIDE FOR THE DEVELOPMENT OF ACCESSORY DWELLING UNITS IN ORDER TO ENCOURAGE THE DEVELOPMENT OF HOUSING AT AN ATTAINABLE RATE; AND PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. *This Ordinance is being heard pursuant to Section 118-166 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

**11:15 a.m. Second Reading Public Hearing**

ACCESSORY DWELLING UNITS (ADU) - LAND DEVELOPMENT REGULATIONS

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," BY AMENDING CHAPTER 114 OF THE CITY CODE, ENTITLED "GENERAL PROVISIONS," SECTION 114-1, ENTITLED "DEFINITIONS," TO ESTABLISH A DEFINITION FOR "ACCESSORY DWELLING UNIT" AND REMOVE THE DEFINITION OF "GUEST/SERVANTS QUARTERS"; AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," DIVISION 2, ENTITLED "ACCESSORY USES," SECTION 142-905, ENTITLED "PERMITTED ACCESSORY USES IN SINGLE-FAMILY DISTRICTS," TO REPLACE GUEST/SERVANTS QUARTERS WITH ACCESSORY DWELLING UNIT AS AN ALLOWABLE ACCESSORY USE FOR SINGLE-FAMILY DISTRICTS, AND PROVIDE STANDARDS FOR THEIR DEVELOPMENT AND LEASING; AND AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," DIVISION 4, ENTITLED "SUPPLEMENTARY YARD REGULATIONS," SECTION 142-1132, ENTITLED "ALLOWABLE ENCROACHMENTS WITHIN REQUIRED YARDS," TO ALLOW FOR ACCESSORY DWELLING UNITS AS AN ALLOWABLE USE IN ACCESSORY BUILDINGS AND MODIFY THE MEASUREMENT OF HEIGHT FOR ACCESSORY BUILDINGS; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

**Ad: 073119-03**

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

**11:15 a.m. Second Reading Public Hearing**

SUBJECT: ACCESSORY DWELLING UNITS (ADU) - LAND DEVELOPMENT REGULATIONS
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," BY AMENDING CHAPTER 114 OF THE CITY CODE, ENTITLED "GENERAL PROVISIONS," SECTION 114-1, ENTITLED "DEFINITIONS," TO ESTABLISH A DEFINITION FOR "ACCESSORY DWELLING UNIT" AND REMOVE THE DEFINITION OF "GUEST/SERVANTS QUARTERS"; AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," DIVISION 2, ENTITLED "ACCESSORY USES," SECTION 142-905, ENTITLED "PERMITTED ACCESSORY USES IN SINGLE-FAMILY DISTRICTS," TO REPLACE GUEST/SERVANTS QUARTERS WITH ACCESSORY DWELLING UNIT AS AN ALLOWABLE ACCESSORY USE FOR SINGLE-FAMILY DISTRICTS, AND PROVIDE STANDARDS FOR THEIR DEVELOPMENT AND LEASING; AND AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," DIVISION 4, ENTITLED "SUPPLEMENTARY YARD REGULATIONS," SECTION 142-1132, ENTITLED "ALLOWABLE ENCROACHMENTS WITHIN REQUIRED YARDS," TO ALLOW FOR ACCESSORY DWELLING UNITS AS AN ALLOWABLE USE IN ACCESSORY BUILDINGS AND MODIFY THE MEASUREMENT OF HEIGHT FOR ACCESSORY BUILDINGS; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

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## RECOMMENDATION

The administration recommends that the City Commission adopt the subject ordinance.

## ANALYSIS

### HISTORY

On November 14, 2018, at the request of Commissioner Ricky Arriola, the City Commission referred a discussion item pertaining to accessory dwelling units (ADU's) in single family

districts to the Land Use and Development Committee (Item C4 O). On February 20, 2019, the Land Use and Development Committee (LUDC) discussed the proposal and recommended that the administration draft an ordinance. The LUDC continued the item to the April 3, 2019 meeting.

On April 3, 2019, the LUDC discussed the proposed ordinances and recommended that the City Commission refer the ordinances to the planning board. On April 10, 2019 the City Commission referred the subject ordinances to the Planning Board (Item C4 AC).

**PLANNING ANALYSIS**

Accessory Dwelling Units (ADU's) are small living units that have their own kitchen and bathroom facilities and are on the same property as a single-family home. They are often rented out to provide a family with extra income or made available to a relative looking for additional privacy. Such units can either be attached or detached from the home. They may also be known as granny flats, cottage houses, or secondary dwelling units. It was popular to include such units as part of single-family homes in the early 20th century, including within Miami Beach. However, such units fell into disfavor after World War II when development patterns shifted to a more suburban style, and many cities began to prohibit them.

With rising housing costs in urban areas, many cities are reintroducing the ability to build ADU's in single family areas. This is intended to provide housing that is more attainable to the workforce and to provide homeowners an extra source of income which can help them maintain their homes. Some of the cities that currently allow ADU's include: Austin, TX; Boulder, CO; Miami, FL (certain neighborhoods – ex. Buena Vista); Minneapolis, MN; Portland, OR; and Seattle, WA. In addition, all cities in California are required to allow for the construction of ADU's.

**City of Miami Beach**

Section 142-905 of the Miami Beach Land Development Regulations (LDR's) permits "Guest/servants quarters" as an accessory use in Single Family Districts. "Guest/servants quarters" are defined as:

*living quarters within a detached or semi-detached accessory building located on the same lot with the main building for use by temporary guests or servants of the occupants of the premises. Such quarters shall not have separate utility meters, shall not be rented or otherwise used as a separate dwelling or have cooking facilities except as set forth in section 142-905.*

A separate cooking facility is only allowed when the residence contains at least 3,600 square feet of floor area.

Many single-family homes in Miami Beach already contain guest/servant quarters, which are similar in scale and location to ADU's. The difference between the two is that guest/servant quarters cannot be rented out, and as such they do not provide income for homeowners, nor housing that more attainable to the City's workforce.

Currently, the City's Comprehensive Plan includes several incentives to develop workforce and affordable housing in multifamily areas, such as increased density, reduced unit sizes, and parking reductions. Allowing ADU's would be consistent and follow the same path as the

previously approved incentives.

**Florida Statutes**
The Florida Legislature has recognized the benefits of ADUs at assisting to provide housing for low to moderate income persons within Florida Statute 163.31771. That statute provides that "Upon a finding by a local government that there is a shortage of affordable rentals within its jurisdiction, the local government may adopt an ordinance to allow accessory dwelling units in any area zoned for single-family residential use." This provides that such units not count as an additional unit for the purposes of establishing density limits and levels of service.

Additionally, the statute requires that an application for a building permit to construct an accessory dwelling unit must include an affidavit from the applicant which attests that the unit will be rented at an affordable rate to an extremely-low-income, very-low-income, low-income, or moderate-income person or persons." For reference, the definition of "Moderate-income persons" per the statute is "one or more natural persons or a family, the total annual adjusted gross household income of which is less than 120 percent of the median annual adjusted gross income for households within the state, or 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater." According to data published by the Florida Housing Finance Corporation for 2018, the monthly rent for a loft-style unit could reach approximately $1,653 or for a one-bedroom unit, approximately $1,771.

**California Government Code**
The State of California has gone further than the State of Florida in this regard and mandated that all local governments in the State allow ADUs to be built in all zoning districts that allow single-family uses. It provides for administrative approval of such units and allows local governments to establish setbacks, lot coverage, minimum and maximum unit sizes, and other requirements. However, it provides that parking requirements not exceed one space per unit or one bedroom, whichever is less, and no parking if the unit is within one-half mile of public transit, or in an historic district. It also allows for such units to be detached from the primary home or converted from an existing garage. Additionally, the code allows a city the option of requiring owner occupancy of either the primary home or the accessory dwelling unit.

**City of Miami Zoning Ordinance (Miami 21 Code)**
The City of Miami underwent a process of creating and adopting a new zoning code, known as the Miami 21 Code, between 2005 and 2009. As part of the process, homeowners' associations in the City were consulted to determine if they had an interest in allowing ADU's. Several responded that they did want them, and those neighborhoods received a single-family zoning designation that also allowed for ADU's.

The T3-L (Sub-Urban Transect – Limited) district is the single-family district that allows for ADU's. The code provides that the ADU be a maximum size of 450 square feet, only be ancillary to single-family residences, must be architecturally harmonious with the primary home, that a minimum of one parking space be provided, and that any façade abutting another property only utilize clerestory windows along that façade to ensure that a neighbor's privacy is not impacted. Additionally, the Code requires that the principal dwelling be owner occupied in order to be able to allow for rental of the ADU.

**PLANNING BOARD REVIEW**
On May 21, 2019, the Planning Board held a public hearing and transmitted the ordinance to the

City Commission with a favorable recommendation by a vote of 7-0.

**SUMMARY**

The Affordable Housing Advisory Committee recently passed a motion supporting the legalization of accessory dwelling units within the City to encourage workforce/affordable housing. Several cities are allowing ADUs in order to allow more housing options in light of increasing housing costs. Staff believes that ADU's would be a worthwhile and practical tool for addressing workforce and affordable housing in the City.

On February 20, 2019, the LUDC discussed the proposal and recommended that the administration draft an ordinance, which provided for the following, all of which are included in the attached amendment to the LDR's:

1. That ADU's be allowed in all single-family neighborhoods.

2. That the rental of ADU's be limited to homesteaded or owner-occupied properties.

3. That the rental of ADU's for over six months and one day.

The proposed ordinance allows for accessory dwelling units to be attached or detached from the primary home, provided it does not affect the single-family appearance of the residence. Additionally, it provides additional size limitations for ADU's that are consistent with the existing requirements for accessory buildings, with a minimum size requirement of 200 square feet. Staff believes that the 200 square foot minimum proposed will be sufficient as the actual size of the unit can be a percentage of the main home. This is the current regulation for accessory structures and it makes sense as the main home needs to be a minimum size to have a functional ADU.

Because such structures will be habitable, the amendment provides that the height of accessory buildings be measured from the base flood elevation (BFE) plus a freeboard of one (1) foot, to ensure that they are resilient to sea level rise and that they can comply with life-safety requirements of the Florida Building Code and the City Code.

There is also a provision in the proposed ordinance that would allow for the grandfathering of existing accessory structures, built prior to January 1, 2019, provided the ADU is not expanded in size. All applicable development regulations, including lot size and setbacks, are addressed within the accessory structure's development regulations.

Finally, when the City Commission referred the ordinances on April 10, 2019, direction was given to explore the feasibility of accommodating rental periods of less than six months for ADU's. The City Attorney has researched this and determined that rental periods of less than six months would not be permissible under the current City code.

**UPDATE**

On June 5, 2019, the City Commission approved the subject ordinance at first reading, as well as a companion Comprehensive Plan amendment, which authorizes ADU's as an accessory use in the "Single Family Residential Category" within the Land Use Element.

**CONCLUSION**

The administration recommends that the City Commission adopt the subject ordinance.

**Legislative Tracking**

Vice-Mayor Ricky Arriola

**Sponsor**

Planning

**ATTACHMENTS:**

| | Description |
|---|---|
| 🗋 | Ordinance - LDR |
| 🗋 | Advertisement |

**ORDINANCE NO._____**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," BY AMENDING CHAPTER 114 OF THE CITY CODE, ENTITLED "GENERAL PROVISIONS," SECTION 114-1, ENTITLED "DEFINITIONS," TO ESTABLISH A DEFINITION FOR "ACCESSORY DWELLING UNIT" AND REMOVE THE DEFINITION OF "GUEST/SERVANTS QUARTERS"; AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," DIVISION 2, ENTITLED "ACCESSORY USES," SECTION 142-905, ENTITLED "PERMITTED ACCESSORY USES IN SINGLE-FAMILY DISTRICTS," TO REPLACE GUEST/SERVANTS QUARTERS WITH ACCESSORY DWELLING UNIT AS AN ALLOWABLE ACCESSORY USE FOR SINGLE-FAMILY DISTRICTS, AND PROVIDE STANDARDS FOR THEIR DEVELOPMENT AND LEASING; AND AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," DIVISION 4, ENTITLED "SUPPLEMENTARY YARD REGULATIONS," SECTION 142-1132, ENTITLED "ALLOWABLE ENCROACHMENTS WITHIN REQUIRED YARDS," TO ALLOW FOR ACCESSORY DWELLING UNITS AS AN ALLOWABLE USE IN ACCESSORY BUILDINGS AND MODIFY THE MEASUREMENT OF HEIGHT FOR ACCESSORY BUILDINGS; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Land Use and Housing Elements of the Miami Beach Comprehensive Plan include policies to incentivize the development and retention of workforce and affordable housing; and

**WHEREAS**, The Florida Legislature has recognized the benefits of ADUs at assisting to provide housing for low to moderate income persons within Section 163.31771, Florida Statutes; and

**WHEREAS**, Section 163.31771, Florida Statutes provides that "Upon a finding by a local government that there is a shortage of affordable rentals within its jurisdiction, the local government may adopt an ordinance to allow accessory dwelling units in any area zoned for single-family residential use; and

**WHEREAS**, the City of Miami Beach finds that there is a shortage of affordable rentals within the City limits; and

**WHEREAS**, the City of Miami Beach finds that allowing accessory dwelling units in single-family residential areas provides additional opportunities for workforce and affordable housing while providing an extra source of income to homeowners; and

**WHEREAS**, the City Commission finds that it is in the best interest of its residents, businesses, and visitors to adopt regulations to protect the public health, safety, welfare, and morals; and

**WHEREAS**, the amendments set forth below are necessary to accomplish all of the above objectives.

**NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA.**

**SECTION 1**. Chapter 114 of the City Code, entitled "General Provisions," section 114-1, entitled "Definitions," is hereby amended as follows:

**CHAPTER 114**
**GENERAL PROVISIONS**

* * *

*Dwelling unit, accessory (ADU)* means an independent living quarter that is accessory to a single-family detached dwelling. The ADU can be in an accessory building or attached to the single-family detached dwelling.

* * *

~~Guest/servants quarters means living quarters within a detached or semi-detached accessory building located on the same lot with the main building for use by temporary guests or servants of the occupants of the premises. Such quarters shall not have separate utility meters, shall not be rented or otherwise used as a separate dwelling or have cooking facilities except as set forth in section 142-905.~~

**SECTION 2.** Chapter 142, entitled "Zoning Districts and Regulations," Article IV, entitled "Supplementary District Regulations," Division 2, entitled "Accessory Uses," Section 142-905, entitled "Permitted accessory uses in single-family districts," is hereby amended as follows:

**CHAPTER 142**
**ZONING DISTRICTS AND REGULATIONS**

* * *

**ARTICLE IV. – SUPPLEMENTARY DISTRICT REGULATIONS**

* * *

**DIVISION 2. – ACCESSORY USES**

* * *

**Sec. 142-905. - Permitted accessory uses in single-family districts.**

* * *

(2) The planning ~~and zoning~~ director may approve a second set of cooking facilities if the residence contains at least 3,600 square feet of floor area and the arrangement of such facilities or conditions at the property shall not result in the creation of an apartment unit. No more than one electric meter shall be placed on the property and that portion of the residence having the second set of cooking facilities shall not be rented. Appeal of the director's decision shall be to the board of adjustment. This limitation shall not apply to an accessory dwelling unit (ADU).

(3) ~~Guest/servants quarters.~~ An accessory dwelling unit (ADU) is permitted pursuant to the following requirements:

a. *Maximum number.* No more than one (1) ADU shall be permitted per single family lot.

b. *Maximum area.* The area of an ADU shall be included in the overall unit size calculation for the site. In no instance shall the total size of the ADU exceed 10 percent of the size of the main home on the subject site, or 1,500 square feet, whichever is less.

c. *Minimum area.* An ADU shall be a minimum of 200 square feet. However, this minimum standard shall not authorize exceeding the maximum area identified in subsection ~~(c)~~ (b), above. If the minimum area requirement exceeds the maximum area requirement, an ADU shall be prohibited on the site.

d. Existing Accessory Structures. For existing accessory structures, built prior to January 1, 2019, the aforementioned maximum and minimum areas shall not be applicable to an ADU, unless the unit is expanded in size.

e. *Location.* An ADU may be attached to the primary residence with a separate entrance that is not visible from public rights-of-way, subject to the limitations for the primary structure of the Land Development Regulations. Additionally, the home shall maintain the external appearance of a single-family home. Alternatively, an ADU may be located in an accessory building, subject to the requirements and limitations for accessory buildings in single family districts identified in sub-section 142-1132 (a)(2).

f. *Kitchens.* An ADU may contain a full kitchen facility.

g. *Utilities.* A separate electric meter may be provided for an ADU.

h. *Lease.* Lease of an ADU shall be subject to the following requirements:

1. The use of an ADU on a property that is not owner occupied shall be limited to the use of the family occupying the primary dwelling, temporary guests, or servants of the occupants of the primary dwelling, and shall not be rented or leased.

2. Lease of an ADU to a family unrelated to the family occupying the primary dwelling unit shall only be permitted on properties that are owner-occupied. Proof of homestead exemption shall be provided and maintained on the property. If a property ceases to be owner-occupied the renewal of a lease for an ADU shall be prohibited, and residents of the ADU shall vacate the premises upon termination of the lease. It shall be the responsibility of the applicant to notify the City if the status of a homestead exemption changes.

3. Lease of an ADU to a family (as defined in section 114-1) unrelated to the family occupying the primary dwelling unit for a period ~~not~~ less than six months and one day, including extensions for lesser periods of leases permitted under this subsection to original leaseholders, shall be prohibited.

4. Property owners seeking to allow for the lease of an ADU unit to a family unrelated to the family occupying the primary dwelling unit must obtain all applicable fire and building permits, certificate of use, and business tax receipt (BTR), as applicable, permitting the lease of the ADU, subject to the requirements listed above. The application shall provide proof of compliance with the requirements of this subsection. Additionally, the applicant shall provide an affidavit affirming their understanding of the requirements to lease the ADU.

5. Violation of these requirements shall be subject to the enforcement and enhanced penalty standards for leases of single-family homes described in subsection 142-905(b)(5).

(4) Home based business office, as provided in Section 142-1411.

(5) Leases of single-family homes to a family (as defined in section 114-1) for not less than six months and one day, including extensions for lesser periods of leases permitted under this subsection to original leaseholders.
The advertisement, as defined in Section 142-109(b), of single-family homes for a period of less than six months and one day shall not be permitted for single-family districts, and shall be a violation of this Section 142-905(b)(5).

a. Enforcement.

1. Violations of subsection 142-905(b)(5) shall be subject to the following fines. The special master shall not waive or reduce fines set by this subsection.
   A. If the violation is the first violation: $20,000.00
   B. If the violation is the second violation within the preceding 18 months: $40,000.00
   C. If the violation is the third violation within the preceding 18 months: $60,000.00
   D. If the violation is the fourth violation within the preceding 18 months: $80,000.00

E. If the violation is the fifth or greater violation within the preceding 18 months: $100,000.00

Fines for repeat violations by the same offender shall increase regardless of locations. The Director of the Code Compliance Department must remit a letter to the Miami-Dade Property Appraiser and the Miami-Dade Tax Collector, with a copy of the Special Master Order adjudicating the violation, that notifies these governmental agencies that the single-family residential property was used for transient rental or occupancy at the single-family residential premises.

2. In addition to or in lieu of the foregoing, the city may seek an injunction by a court of competent jurisdiction to enforce compliance with or to prohibit the violation of this section.

3. Any code compliance officer may issue notices for violations of this section 142-905(5). Violations shall be issued to the owner, manager, real estate broker or agent, or authorized agent, or any other individual or entity that participates in or facilitates the violation of this section 142-905(5). In the event the record owner of the property is not present when the violation occurred or notice of violation issued, a copy of the violation shall be served by certified mail on the owner at its mailing address in the property appraiser's records.

4. The advertising or advertisement for the transient rental or occupancy, short-term rental for period(s) of less than six months and one day of the residential property for the purpose of allowing such transient rental or occupancy, short-term rental or rental for period(s) of less than six months and one day at the residential premises is direct evidence that there is a violation of Subsection 142-905(b)(5), which is admissible in any proceeding to enforce Section 142-905(b)(5). The advertising or advertising evidence raises a rebuttable presumption that the residential property named in the Notice of Violation or any other report or as identified in the advertising or advertisement is direct evidence that the residential property was used in violation of Section 142-905(b)(5).

b. Enhanced penalties. The following enhanced penalties must be imposed, in addition to any mandatory fines set forth in Subsection 142-905(b)(5)a, above, for violations of Subsection 142-905(b)(5):

1. Enhanced Penalties for violation of Subsection 142-905(b)(5):
   A. The transient rental or occupancy must be immediately terminated, upon confirmation that a violation has occurred, by the Miami Beach Police Department and the Code Compliance Department.
   B. If the offense is a second offense within the preceding eighteen (18) month period of time, and the total square footage of all building(s), accessory building(s), dwelling(s), or structure(s) exceed 5,000 square feet, then the Special Master must impose an additional fine of $25,000.00.
   C. A certified copy of an order imposing the civil fines and penalties must be recorded in the public records, and thereafter shall constitute a lien upon any other real or personal property owned by the violator and it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be

deemed to be a court judgment except for enforcement purposes. The certified copy of an order must be immediately recorded in the public records, and the City may foreclose or otherwise execute upon the lien.

**SECTION 3.** Chapter 142, entitled "Zoning Districts and Regulations," Article IV, entitled "Supplementary District Regulations," entitled Division 4, "Supplementary Yard Regulations," Section 142-1132, entitled "Allowable Encroachments Within Required Yards," is hereby amended as follows:

## CHAPTER 142
## ZONING DISTRICTS AND REGULATIONS

* * *

## ARTICLE IV. – SUPPLEMENTARY DISTRICT REGULATIONS

* * *

## DIVISION 4. – SUPPLEMENTARY YARD REGULATIONS

* * *

**Sec. 142-1132. - Allowable encroachments within required yards.**

* * *

(2) In single-family districts the following regulations shall apply to accessory buildings within a required rear yard:

a. *Lot coverage.* Accessory buildings that are not a part of the main building, shall be included in the overall lot coverage calculations for the site, and may be constructed in a rear yard, provided such accessory building (or accessory buildings) does not occupy more than 25 percent of the area of the required rear yard. Areas enclosed by screen shall be included in the computation of area occupied in a required rear yard lot but an open uncovered swimming pool shall not be included.

b. *Size.* The area of accessory buildings shall be included in the overall unit size calculation for the site. In no instance shall the total size of all accessory building(s) exceed ten percent of the size of the main home on the subject site, or 1,500 square feet, whichever is less.

c. *Two-story structures.* The second floor of an accessory building shall not exceed 50 percent of the first floor area.

d. *Building separation.* Accessory buildings shall be separated from the main home by a minimum of five feet. open to the sky with no overhead connections.

e. *Setbacks.*
   1. *Single story.* A single story accessory building shall not be located closer than seven and one-half feet to an interior rear or interior side lot line, and 15 feet

when facing a street. When facing a waterway, the minimum rear setback shall not be less than one-half of the required rear setback.

2. *Two-story.* A two-story accessory building shall not be located closer than ten feet to an interior side lot line, or the required side yard setback, whichever is greater, 15 feet when facing a street, and a rear setback of 15 feet. When facing a waterway, the minimum rear setback shall not be less than one-half of the required rear setback, or 15 feet, whichever is greater.

f. *Height.* Accessory buildings shall be limited to two stories. Height for accessory buildings shall be measured from the base flood elevation plus freeboard of (1) one foot. The maximum height ~~above adjusted grade~~ shall not exceed 12 feet for a one-story structure and 20 feet for a two-story structure. The allowable height exceptions of Section 142-1161 shall not apply to accessory buildings in single-family districts.

g. *Uses.* Accessory buildings shall be limited to uses that are accessory to the main use, including, but not limited to, garage, carport, pergola, cabana, gazebo, ~~maid's or guest's quarters~~ or accessory dwelling units. Components of the main structure, such as detached bedrooms or any habitable area of the single-family structure shall not be considered accessory uses.

h. *Utilities.* Accessory buildings may contain heating and air conditioning, washers and dryers, toilets, bar sinks and showers, but may not have full kitchen facilities. Notwithstanding the forgoing, an accessory dwelling unit may have a full kitchen facility. An outdoor built-in barbecue grill or similar cooking equipment shall be allowed as an accessory use, as may be permitted by the fire marshal and in accordance with the regulations contained in any applicable safety code or Florida Building Code.

**SECTION 4. REPEALER.**

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith are hereby repealed.

**SECTION 5. CODIFICATION.**

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

**SECTION 6. SEVERABILITY.**

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 7. EFFECTIVE DATE.**

This Ordinance shall take effect ten days following adoption.

**PASSED AND ADOPTED** this _____ day of _____, 2019.

**ATTEST:**

_____
Dan Gelber, Mayor

_____
Rafael E. Granado, City Clerk

First Reading: June 5, 2019
Second Reading: July 31, 2019

Verified By: _____
Thomas R. Mooney, AICP
Planning Director

[Sponsor: Commissioner Ricky Arriola]

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/29/19 Date

NK

MIAMIBEACH

# CITY OF MIAMI BEACH
# NOTICE OF PUBLIC HEARINGS

## ORDINANCES AMENDING THE COMPREHENSIVE PLAN AND THE LAND DEVELOPMENT RELATIONS RELATING TO ACCESSORY DWELLING UNITS (ADU)

## JULY 31, 2019

**NOTICE IS HEREBY** given that the following **Second Readings Public Hearings** will be heard by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 31, 2019** at the times listed, or as soon thereafter as the matter can be heard:

**11:10 a.m. Second Reading Public Hearing**

ACCESSORY DWELLING UNITS (ADU) - COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING THE CITY OF MIAMI BEACH YEAR 2025 COMPREHENSIVE PLAN, BY AMENDING CHAPTER 1, ENTITLED "FUTURE LAND USE ELEMENT;" OBJECTIVE 1, ENTITLED "LAND DEVELOPMENT REGULATIONS," AT POLICY 1.2, "SINGLE FAMILY RESIDENTIAL CATEGORY (RS)," TO ALLOW FOR ACCESSORY AND CONDITIONAL USES AS PROVIDED FOR IN THE LAND DEVELOPMENT REGULATIONS AND TO PROVIDE THAT ACCESSORY DWELLING UNITS DO NOT COUNT TOWARDS MAXIMUM DENSITY LIMITS; AND AMENDING CHAPTER 3, ENTITLED "HOUSING ELEMENT," OBJECTIVE 1, ENTITLED "CREATION AND/OR PRESERVATION OF AFFORDABLE HOUSING" AND "OBJECTIVE 3," ENTITLED "ADEQUATE SITES AND DISTRIBUTION OF HOUSING FOR VERY LOW TO MODERATE-INCOME HOUSEHOLDS; AND ADEQUATE SITES FOR MOBILE AND MANUFACTURED HOMES," TO PROVIDE FOR THE DEVELOPMENT OF ACCESSORY DWELLING UNITS IN ORDER TO ENCOURAGE THE DEVELOPMENT OF HOUSING AT AN ATTAINABLE RATE; AND PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. *This Ordinance is being heard pursuant to Section 118-166 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

**11:15 a.m. Second Reading Public Hearing**

ACCESSORY DWELLING UNITS (ADU) - LAND DEVELOPMENT REGULATIONS

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," BY AMENDING CHAPTER 114 OF THE CITY CODE, ENTITLED "GENERAL PROVISIONS," SECTION 114-1, ENTITLED "DEFINITIONS," TO ESTABLISH A DEFINITION FOR "ACCESSORY DWELLING UNIT" AND REMOVE THE DEFINITION OF "GUEST/SERVANTS QUARTERS"; AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," DIVISION 2, ENTITLED "ACCESSORY USES," SECTION 142-905, ENTITLED "PERMITTED ACCESSORY USES IN SINGLE-FAMILY DISTRICTS," TO REPLACE GUEST/SERVANTS QUARTERS WITH ACCESSORY DWELLING UNIT AS AN ALLOWABLE ACCESSORY USE FOR SINGLE-FAMILY DISTRICTS, AND PROVIDE STANDARDS FOR THEIR DEVELOPMENT AND LEASING; AND AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," DIVISION 4, ENTITLED "SUPPLEMENTARY YARD REGULATIONS," SECTION 142-1132, ENTITLED "ALLOWABLE ENCROACHMENTS WITHIN REQUIRED YARDS," TO ALLOW FOR ACCESSORY DWELLING UNITS AS AN ALLOWABLE USE IN ACCESSORY BUILDINGS AND MODIFY THE MEASUREMENT OF HEIGHT FOR ACCESSORY BUILDINGS; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

**Ad: 073119-03**

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

**11:20 a.m. Second Reading Public Hearing**

SUBJECT: TC-C DISTRICT CO-LIVING UNIT DENSITY CALCULATIONS COMPREHENSIVE PLAN AMENDMENT
AN ORDINANCE AMENDING THE CITY OF MIAMI BEACH YEAR 2025 COMPREHENSIVE PLAN, BY AMENDING CHAPTER 1, ENTITLED "FUTURE LAND USE ELEMENT"; OBJECTIVE 1, ENTITLED "LAND DEVELOPMENT REGULATIONS," AT POLICY 1.2, "TOWN CENTER - CENTRAL CORE CATEGORY (TC-C)," TO MODIFY HOW CO-LIVING UNITS AFFECT MAXIMUM DENSITY CALCULATIONS; AND AMENDING CHAPTER 3, ENTITLED "HOUSING ELEMENT," OBJECTIVE 1, ENTITLED "CREATION AND/OR PRESERVATION OF AFFORDABLE HOUSING" TO PROVIDE FOR THE DEVELOPMENT OF CO-LIVING UNITS IN ORDER TO ENCOURAGE THE DEVELOPMENT OF HOUSING AT AN ATTAINABLE RATE; AND PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

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## RECOMMENDATION

The administration recommends that the City Commission adopt the subject ordinance.

## ANALYSIS

### HISTORY

On January 16, 2019 at the request of Commissioner John Elizabeth Aleman, the City Commission referred the discussion item to the Land Use and Development Committee (LUDC) (Item C4 AA). On March 6, 2019 the LUDC directed the administration to draft ordinances and recommended that the City Commission refer the ordinances to the Planning Board for review and recommendation.

On April 10, 2019 the City Commission referred the item to the Planning Board (Item C4 T).

### PLANNING ANALYSIS

On November 14, 2018, the City Commission adopted ordinance 2018-4224, establishing the Town Center – Central Core (TC-C) zoning district. Pursuant to the recommendations of the North Beach Master Plan, the ordinance allowed for a housing-type that is new to the City known as a co-living unit, which may also be known as a micro-unit.

Under the land development regulations (LDR's), a co-living unit is a residential unit that is between 375 SF and 550 SF in size. The code requires that buildings with co-living units have a minimum of 20 percent of the gross floor area for amenity space. The ordinance also allows for a total of 312 co-living units within the TC-C district, which represents approximately ten percent (10%) of the total allowable units in the TC-C district.

Co-living and micro units are becoming increasingly common throughout urban cities in the United Sates. Due to their smaller sizes, it is expected that co-living units will have more attainable rents, while still providing a significant number of amenities for residents that allow for high levels of social interaction. They are shown to attract young professionals that are not looking for the expense and responsibilities of home ownership and retirees looking to downsize. Attracting such residents is desirable in order to encourage the economic development of the North Beach Town Center.

Pursuant to the Miami Beach 2025 Comprehensive Plan, there is a limitation of 150 dwelling units per acre within the TC-C district. A typical block north of 71$^{st}$ Street within the TC-C district contains approximately 75,250 SF or 1.73 Acres. At the density of 150 units per acre, a 1.73-acre site would allow for a maximum of 259 units. Since the TC-C district allows for a maximum floor area ratio (FAR) of 3.5, such site would allow for a maximum floor area of 263,375 SF. Under current regulations, a 375 SF co-living unit counts the same as a much larger conventional or luxury unit for density and planning purposes.

A floor area analysis of a 75,250 SF site in the TC-C district indicates that 259 co-living units, at 375 SF for each unit, would require approximately 97,172 SF of floor area for the units alone, and 111,748 SF of floor area including an additional 15% of floor area for circulation and back of house purposes. This represents approximately 42% of available floor area, leaving 151,627 SF or 58% of the available floor area for commercial uses and amenities. By contrast, in a building containing conventional residential units, with an average unit size of 700 SF per unit, the residential uses would require approximately 79% of the available floor area. As such, the lower utilization of overall FAR for a co-living building would likely leave more floor area available for other uses than a building with conventional residential units.

Due to the small size of co-living units, they will likely house fewer people than a conventional housing unit. For planning purposes, it is estimated that a conventional housing unit has 2.5 people per dwelling unit. A report from the Urban Land Institute (ULI) entitled *The Macro Viewon Micro Units* indicates that the ability to live alone is one of the primary reasons for people to move into a co-living unit. Because of the size of a co-living unit and the expectation of more attainable rents, it is more likely that they will be made up of single-person households. Because a co-living unit is roughly half the size of a conventional unit, it can be estimated that the planning impact of a co-living unit will be half (1/2) that of a conventional unit, or approximately 1.25 people per dwelling unit.

If a co-living unit counted as half of a conventional unit, a 1.73-acre site could contain up to 518 co-living units. This would require approximately 194,344 SF for the units alone and 223,498 SF including an additional 15% of floor area for circulation and back of house purposes. This would also represent approximately 85% of the allowable floor area. Due to the requirement that 20% of the gross floor area be used for amenities, it is unlikely that a block will contain more than 490 co-living units, which would consume approximately 80% of the available floor area. 51,631 SF or 20% of the available floor area would be available for amenities, including some commercial uses.

**SUMMARY**

Due to the lower population impact and lower floor area utilization rates associated with co-living units, the attached ordinance contains the following amendment to the comprehensive plan for the TC-C district:

1) Count a co-living unit as one-half (1/2) of a conventional unit for the purposes of calculating the maximum allowable density and population impact; and

The proposed amendment is not expected to result in a greater population impact than if those units were developed as conventional residential units. Since a single block will not be able to accommodate more than 518 co-living units, these modifications will likely result in the development of only one (1) major co-living building.

## PLANNING BOARD REVIEW

On April 30, 2019, the Planning Board held a public hearing and transmitted the ordinance to the City Commission with a favorable recommendation, by a vote of 5-0.

## UPDATE

The City Commission approved the subject ordinance, and corresponding LDR amendment, at first reading on May 8, 2019. Due to the minimum 30 day review period by all applicable review agencies for the comprehensive plan amendment, second reading / adoption of this ordinance was set for July 17, 2019. On July 17, 2019, the item was opened and continued to July 31, 2019.

All of the applicable review agencies have either endorsed, or issued letters of no objection, regarding the corresponding comprehensive plan amendment to count a co-living unit as one-half (1/2) of a conventional unit for the purposes of calculating the maximum allowable density and population impact. Additionally, some of the review agency comments were favorable toward the concept of co-living, particularly as a way of diversifying housing types in Miami Beach.

## CONCLUSION

The administration recommends that the City Commission adopt the subject ordinance.

## Legislative Tracking

Planning

## Sponsor

Commissioner John Elizabeth Aleman

## ATTACHMENTS:

**Description**

- Form Approved - ORD

**TC-C DISTRICT CO-LIVING UNIT DENSITY CALCULATIONS**
**COMPREHENSIVE PLAN AMENDMENT**

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE CITY OF MIAMI BEACH YEAR 2025 COMPREHENSIVE PLAN, BY AMENDING CHAPTER 1, ENTITLED "FUTURE LAND USE ELEMENT"; OBJECTIVE 1, ENTITLED "LAND DEVELOPMENT REGULATIONS," AT POLICY 1.2, "TOWN CENTER – CENTRAL CORE CATEGORY (TC-C)," TO MODIFY HOW CO-LIVING UNITS AFFECT MAXIMUM DENSITY CALCULATIONS; AND AMENDING CHAPTER 3, ENTITLED "HOUSING ELEMENT," OBJECTIVE 1, ENTITLED "CREATION AND/OR PRESERVATION OF AFFORDABLE HOUSING" TO PROVIDE FOR THE DEVELOPMENT OF CO-LIVING UNITS IN ORDER TO ENCOURAGE THE DEVELOPMENT OF HOUSING AT AN ATTAINABLE RATE; AND PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, in September 2015, at the recommendation of the Mayor's Blue Ribbon Panel on North Beach and after an appropriate Request for Qualifications had been issued, the City Commission entered into an agreement with Dover, Kohl and Partners, Inc. to prepare a master plan for the North Beach district of the City; and

**WHEREAS**, on October 19, 2016, and pursuant to City Resolution No. 2016-29608, the Mayor and City Commission adopted the North Beach Master Plan developed by Dover, Kohl and Partners Inc., after significant public input; and

**WHEREAS**, the North Beach Master Plan identifies the Town Center area as being in need of redevelopment and revitalization; and

**WHEREAS**, the North Beach Master Plan identifies Micro-Unit Housing as an option for encouraging attainable housing if regulated properly; and

**WHEREAS**, the North Beach Master Plan recommended increasing the FAR to 3.5 for the Town Center zoning districts (TC-1, TC-2, and TC-3) within the Town Center district areas; and

**WHEREAS**, City Charter Section 1.03(c) requires that any increase in zoned FAR for any property in the City must be approved by a majority vote of the electors of the City of Miami Beach; and

**WHEREAS**, on November 7, 2017, and pursuant to Resolution No. 2016-29608, the following ballot question was submitted to the City's voters:

FAR Increase For TC-1, TC-2 and TC-3 to 3.5 FAR –

Floor area ratio (FAR) is the measure the City utilizes to regulate the overall size of a building. Should the City adopt an ordinance increasing FAR in the Town

Center (TC) zoning districts (Collins and Dickens Avenues to Indian Creek Drive between 69 and 72 Streets) to 3.5 FAR from current FAR of 2.25 to 2.75 for the TC-1 district; from 2.0 for the TC-2 district; and from 1.25 for the TC-3 district; and

**WHEREAS**, the ballot question was approved by 58.64 percent of the City's voters; and

**WHEREAS**, on May 16, 2018, the City Commission adopted Comprehensive Plan Amendment "Miami Beach 18-1ESR," as Ordinance No. 2018-4189, providing for an FAR of 3.5, for properties with a PF, TC-1, TC-2, and TC-3 future land use designation that are located within the North Beach Town Center Revitalization Overlay; and

**WHEREAS**, on May 16, 2018, the City Commission adopted Ordinance No. 2018-4190 which amended the Land Development Regulations to provide for an FAR of 3.5 for properties with a TC-1, TC-2, and TC-3 zoning designation for the properties located within the area described in the ballot question approved on November 7, 2017; and

**WHEREAS**, the City of Miami Beach seeks to adopt regulations to ensure that the FAR increase approved by the City's voters results in redevelopment that encourages alternative modes of transportation, other than single occupancy vehicles, which modes include, without limitation, walking, bicycling, and public transportation; and

**WHEREAS,** Objective 1 of the Housing Element of the Comprehensive Plan and subsequent policies encourage the creation and preservation of workforce and affordable housing throughout the City; and

**WHEREAS,** the City finds that appropriately developed micro-units can provide additional flexibility and increase opportunities to provide housing that is rented at an attainable rate for the workforce; and

**WHEREAS**, the City of Miami Beach has the authority to enact laws which promote the public health, safety, and general welfare of its citizens; and

**WHEREAS,** the amendments set forth below are necessary to accomplish all of the above objectives.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:**

**SECTION 1.** The following amendments to the City's 2025 Comprehensive Plan Future Land Use Element are hereby adopted:

* * *

## CHAPTER 1

## FUTURE LAND USE ELEMENT

* * *

### OBJECTIVE 1: LAND DEVELOPMENT REGULATIONS

* * *

**Policy 1.2**

The land development regulations which implement this Comprehensive Plan shall, at a minimum, be based on and be consistent with s. 163.3202, F.S., and shall further be based on the following standards for land use category, land use intensity and land use:

* * *

**Town Center – Central Core Category (TC-C)**

Purpose: To encourage and enhance the high-intensity commercial employment center function of the North Beach Town Center's Central Core area; support the Town Center's role as the hub of community-wide importance for business, office, retail, governmental services, culture and entertainment; promote development of a compact, pedestrian and transit oriented, mixed-use area; provide opportunities for live-work lifestyles; and create a place that represents a unique, attractive and memorable destination for residents and visitors.

Uses which may be Permitted: Various types of commercial uses including, business and professional offices, retail sales and service establishments, eating and drinking establishments, outdoor cafes, artisanal retail, neighborhood fulfillment centers; residential uses, including co-living units; and hotels.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: **150** dwelling units per acre; co-living units that are less than 550 square feet shall count as half of a unit for the purposes of calculating the maximum density.

Intensity Limits: a floor area ratio of **3.5**.

Intensity may be further limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed the floor area ratio identified above.

* * *

**SECTION 2.** The following amendments to the City's 2025 Comprehensive Plan Housing Element are hereby adopted:

* * *

**CHAPTER 3**

## HOUSING ELEMENT

* * *

## OBJECTIVE 1: CREATION AND/OR PRESERVATION OF AFFORDABLE HOUSING

* * *

**Policy 1.10**

The City shall provide for the development of Co-Living Units that are less than 550 square feet in order to encourage the development of housing that is attainable by the workforce, subject to the restriction in the Land Development Regulations.

* * *

**SECTION 2. REPEALER.**
All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 3. SEVERABILITY.**
If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 4. CODIFICATION.**
It is the intention of the City Commission that this Ordinance be entered into the Comprehensive Plan, and it is hereby ordained that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word. The Exhibits to this Ordinance shall not be codified, but shall be kept on file with this Ordinance in the City Clerk's Office.

**SECTION 5. TRANSMITTAL.**
The Planning Director is hereby directed to transmit this ordinance to the appropriate state, regional and county agencies as required by applicable law.

**SECTION 6. EFFECTIVE DATE.**
This ordinance shall take effect 31 days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to Section 163.3184(3), Florida Statutes.

**PASSED AND ADOPTED** this _____ day of _____, 2019.

_____
Dan Gelber, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO FORM
AND LANGUAGE
AND FOR EXECUTION

4-30-19

City Attorney Date

NK

First Reading: May 8, 2019
Second Reading: July 17, 2019

Verified By: _____
Thomas R. Mooney, AICP
Planning Director

T:\Agenda\2019\05 May\Planning\Micro Unit Density Calculations in TC-C District - COMP PLAN - First Reading ORD.docx

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

**11:25 a.m. Second Reading Public Hearing**

SUBJECT: TC-C DISTRICT CO-LIVING UNIT DENSITY CALCULATIONS LAND DEVELOPMENT REGULATIONS
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," BY AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, ENTITLED "DISTRICT REGULATIONS," DIVISION 21, ENTITLED "TOWN CENTER-CENTRAL CORE (TC-C) DISTRICT," TO MODIFY HOW THE MAXIMUM NUMBER OF CO-LIVING UNITS IS CALCULATED, MODIFY THE MAXIMUM NUMBER OF CO-LIVING UNITS, AND MODIFY HOW CO-LIVING UNITS AFFECT MAXIMUM DENSITY CALCULATIONS; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

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## RECOMMENDATION

The administration recommends that the City Commission adopt the subject ordinance.

## ANALYSIS

### HISTORY

On January 16, 2019 at the request of Commissioner John Elizabeth Aleman, the City Commission referred the discussion item to the Land Use and Development Committee (LUDC) (Item C4 AA). On March 6, 2019 the LUDC directed the administration to draft ordinances and recommended that the City Commission refer the ordinances to the Planning Board for review and recommendation.

On April 10, 2019 the City Commission referred the item to the Planning Board (Item C4 T).

### PLANNING ANALYSIS

On November 14, 2018, the City Commission adopted ordinance 2018-4224, establishing the Town Center – Central Core (TC-C) zoning district. Pursuant to the recommendations of the North Beach Master Plan, the ordinance allowed for a housing-type that is new to the City known as a co-living unit, which may also be known as a micro-unit.

Under the land development regulations (LDR's), a co-living unit is a residential unit that is between 375 SF and 550 SF in size. The code requires that buildings with co-living units have a minimum of

20 percent of the gross floor area for amenity space. The ordinance also allows for a total of 312 co-living units within the TC-C district, which represents approximately ten percent (10%) of the total allowable units in the TC-C district.

Co-living and micro units are becoming increasingly common throughout urban cities in the United Sates. Due to their smaller sizes, it is expected that co-living units will have more attainable rents, while still providing a significant number of amenities for residents that allow for high levels of social interaction. They are shown to attract young professionals that are not looking for the expense and responsibilities of home ownership and retirees looking to downsize. Attracting such residents is desirable in order to encourage the economic development of the North Beach Town Center.

Pursuant to the Miami Beach 2025 Comprehensive Plan, there is a limitation of 150 dwelling units per acre within the TC-C district. A typical block north of 71st Street within the TC-C district contains approximately 75,250 SF or 1.73 Acres. At the density of 150 units per acre, a 1.73-acre site would allow for a maximum of 259 units. Since the TC-C district allows for a maximum floor area ratio (FAR) of 3.5, such site would allow for a maximum floor area of 263,375 SF. Under current regulations, a 375 SF co-living unit counts the same as a much larger conventional or luxury unit for density and planning purposes.

A floor area analysis of a 75,250 SF site in the TC-C district indicates that 259 co-living units, at 375 SF for each unit, would require approximately 97,172 SF of floor area for the units alone, and 111,748 SF of floor area including an additional 15% of floor area for circulation and back of house purposes. This represents approximately 42% of available floor area, leaving 151,627 SF or 58% of the available floor area for commercial uses and amenities. By contrast, in a building containing conventional residential units, with an average unit size of 700 SF per unit, the residential uses would require approximately 79% of the available floor area. As such, the lower utilization of overall FAR for a co-living building would likely leave more floor area available for other uses than a building with conventional residential units.

Due to the small size of co-living units, they will likely house fewer people than a conventional housing unit. For planning purposes, it is estimated that a conventional housing unit has 2.5 people per dwelling unit. A report from the Urban Land Institute (ULI) entitled *The Macro Viewon Micro Units* indicates that the ability to live alone is one of the primary reasons for people to move into a co-living unit. Because of the size of a co-living unit and the expectation of more attainable rents, it is more likely that they will be made up of single-person households. Because a co-living unit is roughly half the size of a conventional unit, it can be estimated that the planning impact of a co-living unit will be half (1/2) that of a conventional unit, or approximately 1.25 people per dwelling unit.

If a co-living unit counted as half of a conventional unit, a 1.73-acre site could contain up to 518 co-living units. This would require approximately 194,344 SF for the units alone and 223,498 SF including an additional 15% of floor area for circulation and back of house purposes. This would also represent approximately 85% of the allowable floor area. Due to the requirement that 20% of the gross floor area be used for amenities, it is unlikely that a block will contain more than 490 co-living units, which would consume approximately 80% of the available floor area. 51,631 SF or 20% of the available floor area would be available for amenities, including some commercial uses.

## PLANNING BOARD REVIEW

On April 30, 2019, the Planning Board held a public hearing and transmitted the ordinance to the City Commission with a favorable recommendation, by a vote of 5-0.

### SUMMARY/ UPDATE

The City Commission approved the subject ordinance, and corresponding comprehensive plan amendment, at first

reading on May 8, 2019. Due to the minimum 30 day review period by all applicable review agencies for the comprehensive plan amendment, second reading / adoption of this ordinance was set for July 17, 2019. On July 17, 2019, the item was opened and continued to July 31, 2019.

Due to the lower population impact and lower floor area utilization rates associated with co-living units, the ordinance proposed at first reading contained the following recommended amendments to the LDR's for the TC-C district:

1) Count a co-living unit as one-half (1/2) of a conventional unit for the purposes of calculating the maximum allowable density and population impact; and

2) Double the limit of co-living units within the TC-C district from a total of 312 units to 624 units.

At first reading the City Commission approved the amendment to count co-living as ½ of a conventional unit, but did not increase the current cap of 312 co-living units. The modification of the density will increase the feasibility of co-living developments; however, not increasing the cap limits the number of projects that can develop such units. Having more flexibility regarding the number of co-living units may improve the feasibility of many developments.

As indicated previously, the proposed amendment is not expected to result in a greater population impact than if those units were developed as conventional residential units. Since a single block will not be able to accommodate more than 518 co-living units, the administration recommended increasing the overall cap to 624 units within the TC-C district, as the modification would likely result in the development of only one (1) major co-living building.

Since first reading approval of the ordinance, the following three development applications have been submitted to be reviewed by the Design Review Board (DRB):

1. 7145 Carlyle Avenue project: 125 co-living units out of 283 units.

2. 6970 Collins Avenue project: 11 co-living units out of 21 units.

3. 6988 Abbott Avenue Project: 0 co-living units out of 125 units.

Total: 136 co-living units.

Additionally, pending the approval of a requested alley vacation, the developer of the parcel located on 71st and 72nd Streets, between Abbott and Byron Avenues, plans to submit a development project to the DRB before the end of the year that could contain up to 40 co-living units. This would bring the total number of proposed co-living units within the TC-C district to 176 Units.

In light of the forward movement in general, and of co-living in particular, unit applications within the area, the administration would again strongly recommend an increase in the overall cap of co-living units within the TC-C district. While an increase to 624 units is recommended, a lesser increase would also be beneficial, in order to accommodate a potential future increase in co-living units.

Finally, all of the applicable review agencies have either endorsed, or issued letters of no objection, regarding the corresponding comprehensive plan amendment to count a co-living unit as one-half (1/2) of a conventional unit for the purposes of calculating the maximum allowable density and population impact. Additionally, some of the review agency comments were favorable toward the concept of co-living, particularly as a way of diversifying housing types in Miami Beach.

## CONCLUSION

The administration recommends that the City Commission adopt the subject ordinance, inclusive of an increase in the limit of co-living units within the TC-C district from the current total of 312 units to 500 units.

## Legislative Tracking

Planning

## Sponsor

Commissioner John Elizabeth Aleman

## ATTACHMENTS:

**Description**

- Form Approved ORD

**TC-C DISTRICT CO-LIVING UNIT DENSITY CALCULATIONS**
**LAND DEVELOPMENT REGULATIONS**

**ORDINANCE NO._____**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," BY AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, ENTITLED "DISTRICT REGULATIONS," DIVISION 21, ENTITLED "TOWN CENTER-CENTRAL CORE (TC-C) DISTRICT," TO MODIFY HOW THE MAXIMUM NUMBER OF CO-LIVING UNITS IS CALCULATED, MODIFY THE MAXIMUM NUMBER OF CO-LIVING UNITS, AND MODIFY HOW CO-LIVING UNITS AFFECT MAXIMUM DENSITY CALCULATIONS; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, in September 2015, at the recommendation of the Mayor's Blue Ribbon Panel on North Beach and after an appropriate Request for Qualifications had been issued, the City Commission entered into an agreement with Dover, Kohl and Partners, Inc. to prepare a master plan for the North Beach district of the City; and

**WHEREAS**, on October 19, 2016, and pursuant to City Resolution No. 2016-29608, the Mayor and City Commission adopted the North Beach Master Plan developed by Dover, Kohl and Partners Inc. after significant public input; and

**WHEREAS**, the North Beach Master Plan identifies the Town Center area as being in need of redevelopment and revitalization; and

**WHEREAS**, the North Beach Master Plan identifies Micro-Unit Housing as an option for encouraging attainable housing if regulated properly; and

**WHEREAS**, the North Beach Master Plan recommended increasing the FAR to 3.5 for the Town Center zoning districts (TC-1, TC-2, and TC-3) within the Town Center district areas; and

**WHEREAS**, City Charter Section 1.03(c), requires that any increase in zoned FAR for any property in the City must be approved by a majority vote of the electors of the City of Miami Beach; and

**WHEREAS**, on November 7, 2017, and pursuant to Resolution No. 2016-29608, the following ballot question was submitted to the City's voters:

FAR Increase For TC-1, TC-2 and TC-3 to 3.5 FAR –

Floor area ratio (FAR) is the measure the City utilizes to regulate the overall size of a building. Should the City adopt an ordinance increasing FAR in the Town Center (TC) zoning districts (Collins and Dickens Avenues to Indian Creek Drive between 69 and 72 Streets) to 3.5 FAR from current FAR of 2.25 to 2.75 for the

TC-1 district; from 2.0 for the TC-2 district; and from 1.25 for the TC-3 district; and

**WHEREAS**, the ballot question was approved by 58.64 percent of the City's voters; and

**WHEREAS**, on May 16, 2018, the City Commission adopted Comprehensive Plan Amendment "Miami Beach 18-1ESR" as ordinance no. 2018-4189, providing for an FAR of 3.5, for properties with a PF, TC-1, TC-2, and TC-3 future land use designation that are located within the North Beach Town Center Revitalization Overlay; and

**WHEREAS**, on May 16, 2018, the City Commission adopted Ordinance No. 2018-4190 which amended the Land Development Regulations to provide for an FAR of 3.5 for properties with a TC-1, TC-2, and TC-3 zoning designation for the properties located within the area described in the FAR increase ballot question approved on November 7, 2017; and

**WHEREAS**, the City of Miami Beach seeks to adopt regulations to ensure that the FAR increase results in redevelopment that encourages alternative modes of transportation to single occupancy vehicles; including, but not limited to walking, bicycling, and public transportation; and

**WHEREAS,** Objective 1 of the Housing Element of the Comprehensive Plan and subsequent policies encourage the creation and preservation of workforce and affordable housing throughout the City; and

**WHEREAS,** the City finds that appropriately developed Micro-Units can provide additional flexibility and increase opportunities to provide housing that is rented at an attainable rate for the workforce; and

**WHEREAS**, the City of Miami Beach has the authority to enact laws which promote the public health, safety, and general welfare of its citizens; and

**WHEREAS**, the amendments set forth below are necessary to accomplish all of the above objectives.

**NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA.**

**SECTION 1.** Chapter 142, entitled "Zoning Districts and Regulations," Article II, entitled "District Regulations," Division 21, entitled "Town Center-Central Core (TC-C) District," is hereby amended as follows:

## CHAPTER 142
## ZONING DISTRICTS AND REGULATIONS

* * *

## ARTICLE II. – DISTRICT REGULATIONS

* * *

## DIVISION 21. - TOWN CENTER-CENTRAL CORE (TC-C) DISTRICT

* * *

### Sec. 142-741. - Main permitted uses, accessory uses, exception uses, special exception uses, conditional uses, and prohibited uses and supplemental use regulations.

Land uses in the TC-C district shall be regulated as follows:

* * *

(b) The following supplemental regulations shall apply to specific uses in the TC-C district:

(1) There shall be no variances regarding the regulations for permitted, prohibited, accessory, exception, special exception, and conditional uses in subsection 147-741(a); and the supplemental regulations of such uses and subsection 147-741(b).

(2) Use limitations.

a. The following limits shall apply for residential and hotel uses:

i. *Hotel rooms.* There shall be a limit of 2,000 hotel units within the TC-C district.

ii. *Apartments.* There shall be a limit of 500 apartment units built within the TC-C district over and above the maximum allowable density and intensity, prior to the adoption of the FAR increase approved on November 7, 2017. This limit shall not authorize exceeding the maximum density authorized within the adopted comprehensive plan.

iii. *Workforce and affordable housing and co-living units.* There shall be a combined limit of 500 workforce housing, affordable housing, or co-living units built within the TC-C district over and above the maximum allowable density prior to the adoption of the FAR increase approved on November 7, 2017. However, a co-living unit that is less than 550 square feet shall count as half of a unit for the purposes of calculating the maximum number of units. This limit shall not authorize exceeding the maximum density authorized within the adopted comprehensive plan.

iv. *Co-living units.* Notwithstanding the foregoing limitations, there shall be a limit of 312 co-living units built within the TC-C district.

* * *

### Sec. 142-743. - General development regulations.

* * *

(d) The maximum residential density: 150 units per acre.

(1) The maximum residential density of may be increased by up to 80 percent beyond the maximum residential density if the development incorporates certified workforce or affordable housing units. The additional density may only be utilized for workforce or affordable housing units.

(2) Co-living units that are less than 550 square feet shall count as half of a unit for the purposes of calculating the maximum allowable density.

**SECTION 2. Repealer.**

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith are hereby repealed.

**SECTION 3. Codification.**

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

**SECTION 4. Severability.**

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 5. Effective Date.**

This Ordinance shall take effect ten days following adoption.

**PASSED AND ADOPTED** this _____ day of _____, 2019.

_____
Dan Gelber, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO FORM
AND LANGUAGE
AND FOR EXECUTION

_____
City Attorney Date

NK

First Reading: May 8, 2019
Second Reading: July 31, 2019

Verified By: _____
Thomas R. Mooney, AICP
Planning Director

T:\Agenda\2019\07 July\Planning\July 31 2019\Micro Unit Density Calculations in TC-C District - LDR Second Reading ORD.docx

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

**11:30 a.m. Second Reading Public Hearing**

SUBJECT: PORTION OF OCEAN TERRACE, 74TH STREET AND 75TH STREET RIGHTS OF WAY - COMPREHENSIVE PLAN
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY OF MIAMI BEACH 2025 COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE CATEGORY PURSUANT TO SECTION 118-166 OF THE CITY CODE, AND PURSUANT TO SECTIONS 163.3181 AND SECTION 163.3187, FLORIDA STATUTES, BY CHANGING THE FUTURE LAND USE DESIGNATION FOR A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE OCEAN TERRACE RIGHT OF WAY (BETWEEN THE CENTERLINE OF 74TH STREET AND THE NORTHERN RIGHT OF WAY LINE OF 75TH STREET AS SHOWN ON THE PLAT OF THE TOWNSITE OF HARDING, RECORDED IN PLAT BOOK 34, PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY), AND LOCATED IN THE 75TH STREET RIGHT OF WAY BETWEEN OCEAN TERRACE AND COLLINS AVENUE, AND WHICH IS COMPRISED OF LESS THAN 10 ACRES, FROM THE CURRENT DESIGNATIONS OF PF, "PUBLIC FACILITY," AND ROS, "RECREATION AND OPEN SPACE," TO THE FUTURE LAND USE CATEGORIES OF CD-2, "COMMERCIAL MEDIUM INTENSITY," AND MXE, "MIXED-USE ENTERTAINMENT"; AND PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

---

## RECOMMENDATION

The administration recommends that the City Commission adopt the subject ordinance.

## ANALYSIS

### 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) discussed how to implement the plan at its February 22, 2019 meeting. The FCWPC directed staff to explore ways to prioritize and fund the proposed public improvement project. During the February 22, 2019 FCWPC, staff reported that after review of funding alternatives for the approximate $15

million that would be required to bring the Ocean Terrace Park Plan to fruition, the administration recommended the City explore entering into a public-private partnership through a development agreement. The administration requested the opportunity to solicit potential public/private partnership options to fund the Ocean Terrace Neighborhood Urban Design Plan. The FCWPC agreed and ask the administration to return with potential partners.

At the March 22, 2019 FCWPC meeting, the administration returned with a potential public/private partnership with Ocean Terrace Holdings, LLC, the owner of adjacent lots on the west side of Ocean Terrace. The FCWPC reviewed the conceptual plans and recommended that the City Commission refer a discussion to consider the vacation of portions of Ocean Terrace, 74th Street 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. The development agreement included the vacation of certain rights-of-way on and adjacent to Ocean Terrace in exchange for a public benefit to fund and/or construct a new public park along Ocean Terrace. The FCWPC recommended that the administration retain a consultant to assess the economic benefits that the proposed project would provide and to proceed with discussions with Ocean Terrace Holding, LLC and to return to the FCWPC with the terms and conditions, including the public benefits and economic impact. The FCWPC further recommended that the item be referred to the Land Use and Development Committee, as well as the Planning Board.

On April 10, 2019, at the request of Commissioner Ricky Arriola, the City Commission referred the proposed ordinance to the Land Use and Development Review Committee and the Planning Board (Item C7 I). On May 22, 2019 the Land Use Committee discussed the item and recommended that the City Commission approve the proposed Comprehensive plan amendment, as well as the proposed vacation of portions of 74th Street, 75th Street and Ocean Terrace.

**BACKGROUND**

The administration has retained consultants at the developer's expense to assess the economic benefits that the proposed project would provide and to conduct an appraisal. The administration has also been authorized to negotiate a development agreement with Ocean Terrace Holding, LLC (and affiliates/Ocean Terrace property owners), to evaluate the public benefit of such an agreement, including but not limited to the vacation of portions of the Ocean Terrace and 74th / 75th Street rights of way, and to evaluate the impact of such a development agreement will have on the City and the Ocean Terrace/North Beach corridor.

**PLANNING ANALYSIS**

**Zoning / Site Data**

Site Area: 15,045 SF / 0.345 AC
Existing FLUM Category: Recreation and Open Space (ROS) and Public Facilities (PF)
Proposed FLUM Category: Mixed Use Entertainment Category (MXE) and Medium Intensity Commercial Category (CD-2)

**Existing Land Uses**

North: Public Library & Public Parking Lot
East: Dunes & Beach
South: Residential Buildings
West: Commercial Buildings

**The Proposal**

The proposal is to change the future land use and zoning designations of portions of the Ocean Terrace right of way (ROW) northeast of the midpoint of 74th Street and of the southern portion of the 75th Street ROW east of Collins Avenue, to be consistent with the abutting private property. Portions of the ROW will then be vacated with a perpetual access easement being granted to the City. This will allow the developers of the abutting property to utilize the FAR from the vacated ROW, in exchange for making improvements to Ocean Terrace and side streets between 73rd and 75th Streets, consistent with the adopted Ocean Terrace Neighborhood Plan. A development agreement is proposed as well, which will provide the details and enforcement mechanisms of the proposal.

Currently, the affected ROW area located along Ocean Terrace and the eastern half of the affected part of 75th Street has a future land use map (FLUM) designation of ROS. The western half of the affected part of 75th Street has a FLUM designation of PF. See attached map. The proposal is to change the FLUM designation of the affected portion of Ocean Terrace and the eastern portion of the affected part of 75th Street to MXE, to be consistent with the abutting parcels. The western portion of the affected part of 75th Street is proposed to change to CD-2, to be consistent with the abutting parcels.

**Comprehensive Plan Process**
The total land area involved in this application is 0.345 acres (15,045 SF). Under Section 163.3187 F.S., land use map amendments of less than 10 acres in size may be considered "small-scale" amendments, which require only one public hearing before the City Commission, which shall be an adoption hearing. Upon adoption, the local government shall send a copy of the adopted small-scale amendment to the State Land Planning Agency so that the agency can maintain a complete and up-to-date copy of the City's comprehensive plan.

**Interlocal Agreement for Public School Facility Planning**
The 2005 Florida Legislature adopted laws which are incorporated in the Florida Statutes, requiring each local government to adopt an intergovernmental coordination element as part of their comprehensive plan, as well as a statutory mandate to implement public school concurrency.

Currently there is a proposal to change the use of the site to a hotel. If there were a modification that established residential units, final site plan approval is contingent upon meeting public school concurrency requirements and the applicant will be required to obtain a valid school concurrency determination certificate issued by the Miami-Dade County public schools. Such certificate will state the number of seats reserved at each school level. In the event sufficient seats are not available, a proportionate share mitigation plan shall be incorporated into a tri-party development agreement and duly executed prior to the issuance of a building permit.

**Summary**
The proposed amendment to the FLUM of the City's comprehensive plan and the change to the zoning map require that these amendments be processed together, as they are interrelated to one another; however, separate motions must be made for each application. The amendments will provide for consistency between the FLUM and the zoning atlas. The change will allow for the implementation of the Ocean Terrace Neighborhood Plan.

**PLANNING BOARD REVIEW**
On May 21, 2019, the Planning Board held a public hearing and transmitted the ordinance to the City Commission with a favorable recommendation by a vote of 7-0.

**UPDATE**
The subject ordinance was approved at first reading on June 26, 2019, with no changes.

**CONCLUSION**
The administration recommends that the City Commission adopt the subject ordinance.

**Legislative Tracking**
Planning

**Sponsor**
Vice-Mayor Ricky Arriola

**ATTACHMENTS:**

**Description**

- Form Approved ORD - Comp Plan
- Advertisement

**Comprehensive Plan Amendment – portions of Ocean Terrace and 75th Street**

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY OF MIAMI BEACH 2025 COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE CATEGORY PURSUANT TO SECTION 118-166 OF THE CITY CODE, AND PURSUANT TO SECTIONS 163.3181 AND SECTION 163.3187, FLORIDA STATUTES, BY CHANGING THE FUTURE LAND USE DESIGNATION FOR A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE OCEAN TERRACE RIGHT OF WAY (BETWEEN THE CENTERLINE OF 74th STREET AND THE NORTHERN RIGHT OF WAY LINE OF 75th STREET AS SHOWN ON THE PLAT OF THE TOWNSITE OF HARDING, RECORDED IN PLAT BOOK 34, PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY), AND LOCATED IN THE 75th STREET RIGHT OF WAY BETWEEN OCEAN TERRACE AND COLLINS AVENUE, AND WHICH IS COMPRISED OF LESS THAN 10 ACRES, FROM THE CURRENT DESIGNATIONS OF PF, "PUBLIC FACILITY," AND ROS, "RECREATION AND OPEN SPACE," TO THE FUTURE LAND USE CATEGORIES OF CD-2, "COMMERCIAL MEDIUM INTENSITY," AND MXE, "MIXED-USE ENTERTAINMENT"; AND PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the changes to the comprehensive plan designations of the subject parcel provided herein are necessary to ensure that the development of the sites will be compatible with development in adjacent and surrounding areas, and in scale with the built environment, and will contribute to the general health and welfare of the City of Miami Beach (the "City"); and

**WHEREAS,** the amendment set forth below is necessary to accomplish all of the above objectives.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:**

**SECTION 1. COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT**
The following amendment to the City's Future Land Use Map designation for the property described herein is hereby approved and adopted and the Planning Director is hereby directed to make the appropriate changes to the City's Future Land Use Map:

1. A portion of the right of way of 75th Street, being more particularly described as follows: Commence at the Northwest corner of Lot 8 in Block 1, of Townsite of Harding, according to the plat thereof as recorded in Plat Book 34, at Page 4, of the public records of Miami-Dade County, Florida; thence North 02°58'50" West, along the Northerly prolongation of the West line of said Lot 8, for 32.50 feet to the Point of Beginning; thence continue North 02°58'50" West, along

said Northerly prolongation, for 7.50 feet to a point on the North line of Government Lot 7, lying in Section 2, Township 53 South, Range 42 East, also being the North line of Plat Book 34 at Page 4; thence North 86°59'28" East along said North line of Government Lot 7 for 131.16 feet; thence South 01°34'02" East, along the Southerly prolongation of the center line of Atlantic Way, for 7.50 feet; thence South 86°59'28" West for 130.98 feet to the Point of Beginning, consisting of approximately 983 Square Feet (0.023 Acres), as depicted in Exhibit "A," from the current designation of "Public Facility (PF)," to the future land use category of "Medium Intensity Commercial Category (CD-2)," and

2. A portion of the right of way of 75th Street, being more particularly described as follows: Commence at the Northwest corner of Lot 8 in Block 1, of Townsite of Harding, according to the plat thereof as recorded in Plat Book 34, at Page 4, of the public records of Miami-Dade County, Florida; thence North 02°58'50" West, along the Northerly prolongation of the West line of said Lot 8, for 40.00 feet to a point on the North line of Government Lot 7, lying in Section 2, Township 53 South, Range 42 East, also being the North line of Plat Book 34 at Page 4; thence North 86°59'28" East along said North line of Government Lot 7 for 131.16 feet to the Point of Beginning; thence continue North 86°59'28" East along said North line of Government Lot 7 for 15.00 feet; thence South 01°34'02" East for 7.50 feet; thence South 86°59'28" West for 15.00 feet; thence North 01°34'02" West, along the Southerly prolongation of the center line of Atlantic Way, for 7.50 feet to the Point of Beginning, consisting of approximately 113 Square Feet (0.003 Acres), as depicted in Exhibit "B," from the current designation of "Recreation and Open Space (ROS)," to the future land use category of "Medium Intensity Commercial Category (CD-2)," and

3. A portion of the right of way of 75th Street and Ocean Terrace, being more particularly described as follows: Commence at the Southeast corner of Lot 7 in Block 1, of Townsite of Harding, according to the Plat thereof, as recorded in Plat Book 34, at Page 4, of the public records of Miami-Dade County, Florida; thence South 02°58'50" East, along the Southerly prolongation of the West right of way line of Ocean Terrace (First Avenue per Plat Book 34, at Page 4), for 30.00 feet to a point on the center line of 74th Street (Third Street per Plat Book 34, at Page 4); thence North 86°59'28" East, along said center line, for 30.00 feet to the Point of Beginning; thence continue North 86°59'28" East, along said center line, for 30.00 feet to a point on the East right of way line of said Ocean Terrace; thence North North 02°58'50" West, along said East right of way line, for 420.00 feet to a point on the North line of Government Lot 7, lying in Section 2, Township 53 South, Range 42 East, also being the North line of Plat Book 34, at Page 4; thence South 86°59'28" West along said North line of Government Lot 7 for 209.84 feet; thence South 01°34'02" East for 7.50 feet; thence North 86°59'28" East for 180.02 feet; thence South 02°58'50" East for 412.50 feet to the Point of Beginning, consisting of approximately 13,949 Square Feet (0.320 Acres), as

depicted in Exhibit "C," from the current designation of "Recreation and Open Space (ROS)," to the future land use category of "Mixed-Use Entertainment Category (MXE)."

**SECTION 2. REPEALER**

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**SECTION 3. SEVERABILITY**

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 4. INCLUSION IN COMPREHENSIVE PLAN**

It is the intention of the City Commission that the Comprehensive Plan's Future Land Use Map be amended in accordance with the provisions of this Ordinance.

**SECTION 5. TRANSMITTAL**

The Planning Director is hereby directed to transmit this Ordinance to the appropriate state, regional and county agencies as required by applicable law.

**SECTION 6. EFFECTIVE DATE**

This Ordinance shall take effect 10 days after adoption.

**PASSED AND ADOPTED** this _____ day of _____, 2019.

_____
Dan Gelber, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO FORM
AND LANGUAGE
AND FOR EXECUTION

_____ 6/18/19
City Attorney Date

First Reading: June 26, 2019
Second Reading: July 17, 2019

NK

(Sponsored by Commissioner Ricky Arriola)

Verified by: _____
Thomas R. Mooney, AICP
Planning Director

MIAMIBEACH

# CITY OF MIAMI BEACH
# NOTICE OF PUBLIC HEARINGS
# ORDINANCES AMENDING THE COMPREHENSIVE PLAN AND CHANGING THE ZONING DISTRICT FOR PORTION OF OCEAN TERRACE, 74TH STREET AND 75TH STREET RIGHTS OF WAY
# JULY 31, 2019

**NOTICE IS HEREBY** given that the following public hearings will be heard by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 31, 2019** at the time listed, or as soon thereafter as the matter can be heard:

**11:30 a.m. Second Reading Public Hearing**

PORTION OF OCEAN TERRACE, 74TH STREET AND 75TH STREET RIGHTS OF WAY – COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY OF MIAMI BEACH 2025 COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE CATEGORY PURSUANT TO SECTION 118-166 OF THE CITY CODE, AND PURSUANT TO SECTIONS 163.3181 AND SECTION 163.3187, FLORIDA STATUTES, BY CHANGING THE FUTURE LAND USE DESIGNATION FOR A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE OCEAN TERRACE RIGHT OF WAY (BETWEEN THE CENTERLINE OF 74TH STREET AND THE NORTHERN RIGHT OF WAY LINE OF 75TH STREET AS SHOWN ON THE PLAT OF THE TOWNSITE OF HARDING, RECORDED IN PLAT BOOK 34, PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY), AND LOCATED IN THE 75TH STREET RIGHT OF WAY BETWEEN OCEAN TERRACE AND COLLINS AVENUE, AND WHICH IS COMPRISED OF LESS THAN 10 ACRES, FROM THE CURRENT DESIGNATIONS OF PF, "PUBLIC FACILITY," AND ROS, "RECREATION AND OPEN SPACE," TO THE FUTURE LAND USE CATEGORIES OF CD-2, "COMMERCIAL MEDIUM INTENSITY" AND MXE, "MIXED-USE ENTERTAINMENT"; AND PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. *This Ordinance is being heard pursuant to Section 118-166 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

**11:35 a.m. Second Reading Public Hearing**

PORTION OF OCEAN TERRACE, 74TH STREET AND 75TH STREET RIGHTS OF WAY – ZONING DISTRICT CHANGE

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING DISTRICT MAP, CONSISTENT WITH THE REQUIREMENTS OF CITY CODE SECTION 142-72, "DISTRICT MAP," AND PURSUANT TO CITY CODE SECTION 118-162, "PETITIONS FOR CHANGES AND AMENDMENTS," BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE OCEAN TERRACE RIGHT OF WAY (BETWEEN THE CENTERLINE OF 74TH STREET AND THE NORTHERN RIGHT OF WAY LINE OF 75TH STREET AS SHOWN ON THE PLAT OF THE TOWNSITE OF HARDING, RECORDED IN PLAT BOOK 34, PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY), AND LOCATED IN THE 75TH STREET RIGHT OF WAY BETWEEN OCEAN TERRACE AND COLLINS AVENUE, AND WHICH IS COMPRISED OF LESS THAN 10 ACRES, FROM THE CURRENT ZONING CLASSIFICATION OF GU, "GOVERNMENT USE DISTRICT," TO CD-2, "COMMERCIAL MEDIUM INTENSITY DISTRICT," AND MXE, "MIXED-USE ENTERTAINMENT" AND EXTENDING THE BOUNDARY OF THE OCEAN TERRACE OVERLAY ZONE TO ENCOMPASS SAID PARCEL OF LAND; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

Interested parties are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

**Ad: 073119-06**

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

**11:35 a.m. Second Reading Public Hearing**

SUBJECT: PORTION OF OCEAN TERRACE, 74TH STREET AND 75TH STREET RIGHTS OF WAY - ZONING DISTRICT CHANGE
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING DISTRICT MAP, CONSISTENT WITH THE REQUIREMENTS OF CITY CODE SECTION 142-72, "DISTRICT MAP," AND PURSUANT TO CITY CODE SECTION 118-162, "PETITIONS FOR CHANGES AND AMENDMENTS," BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE OCEAN TERRACE RIGHT OF WAY (BETWEEN THE CENTERLINE OF 74TH STREET AND THE NORTHERN RIGHT OF WAY LINE OF 75TH STREET AS SHOWN ON THE PLAT OF THE TOWNSITE OF HARDING, RECORDED IN PLAT BOOK 34, PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY), AND LOCATED IN THE 75TH STREET RIGHT OF WAY BETWEEN OCEAN TERRACE AND COLLINS AVENUE, AND WHICH IS COMPRISED OF LESS THAN 10 ACRES, FROM THE CURRENT ZONING CLASSIFICATION OF GU, "GOVERNMENT USE DISTRICT," TO CD-2, "COMMERCIAL MEDIUM INTENSITY DISTRICT," AND MXE, "MIXED-USE ENTERTAINMENT," AND EXTENDING THE BOUNDARY OF THE OCEAN TERRACE OVERLAY ZONE TO ENCOMPASS SAID PARCEL OF LAND; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

---

## RECOMMENDATION

The administration recommends that the City Commission adopt the subject ordinance.

## ANALYSIS

### 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) discussed how to implement the plan at its February 22, 2019 meeting. The FCWPC directed staff to explore ways to prioritize and fund the proposed public improvement project. During the February 22, 2019 FCWPC, staff reported that after review of funding alternatives for the approximate $15

million that would be required to bring the Ocean Terrace Park Plan to fruition, the administration recommended the City explore entering into a public-private partnership through a development agreement. The administration requested the opportunity to solicit potential public/private partnership options to fund the Ocean Terrace Neighborhood Urban Design Plan. The FCWPC agreed and ask the administration to return with potential partners.

At the March 22, 2019 FCWPC meeting, the administration returned with a potential public/private partnership with Ocean Terrace Holdings, LLC, the owner of adjacent lots on the west side of Ocean Terrace. The FCWPC reviewed the conceptual plans and recommended that the City Commission refer a discussion to consider the vacation of portions of Ocean Terrace, 74th Street 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. The development agreement included the vacation of certain rights-of-way on and adjacent to Ocean Terrace in exchange for a public benefit to fund and/or construct a new public park along Ocean Terrace. The FCWPC recommended that the administration retain a consultant to assess the economic benefits that the proposed project would provide and to proceed with discussions with Ocean Terrace Holding, LLC and to return to the FCWPC with the terms and conditions, including the public benefits and economic impact. The FCWPC further recommended that the item be referred to the Land Use and Development Committee, as well as the Planning Board.

On April 10, 2019, at the request of Commissioner Ricky Arriola, the City Commission referred the proposed ordinance to the Land Use and Development Review Committee and the Planning Board (Item C7 I). On May 22, 2019 the Land Use Committee discussed the item and recommended that the City Commission approve the proposed Comprehensive plan amendment, as well as the proposed vacation of portions of 74th Street, 75th Street and Ocean Terrace.

**BACKGROUND**

The administration has retained consultants at the developer's expense to assess the economic benefits that the proposed project would provide and to conduct an appraisal. The administration has also been authorized to negotiate a development agreement with Ocean Terrace Holding, LLC (and affiliates/Ocean Terrace property owners), to evaluate the public benefit of such an agreement, including but not limited to the vacation of portions of the Ocean Terrace and 74th / 75th Street rights of way, and to evaluate the impact of such a development agreement will have on the City and the Ocean Terrace/North Beach corridor.

**PLANNING ANALYSIS**

**Zoning / Site Data**

Site Area: 15,045 SF / 0.345 AC
Existing FLUM Category: Recreation and Open Space (ROS) and Public Facilities (PF)
Proposed FLUM Category: Mixed Use Entertainment Category (MXE) and Medium Intensity Commercial Category (CD-2)

**Existing Land Uses:**

North: Public Library & Public Parking Lot
East: Dunes & Beach
South: Residential Buildings
West: Commercial Buildings

**The Proposal**

The proposal is to change the future land use and zoning designations of portions of the Ocean Terrace right of way (ROW) northeast of the midpoint of 74th Street and of the southern portion of the 75th Street ROW east of Collins Avenue, to be consistent with the abutting private property. Portions of the ROW will then be vacated with a perpetual access easement being granted to the City. This will allow the developers of the abutting property to utilize the FAR from the vacated ROW, in exchange for making improvements to Ocean Terrace and side streets between 73rd and 75th Streets, consistent with the adopted Ocean Terrace Neighborhood Plan. A development agreement is proposed as well, which will provide the details and enforcement mechanisms of the proposal.

Currently, the affected ROW area located along Ocean Terrace and the eastern half of the affected part of 75th Street has a future land use map (FLUM) designation of ROS. The western half of the affected part of 75th Street has a FLUM designation of PF. See attached map. The proposal is to change the FLUM designation of the affected portion of Ocean Terrace and the eastern portion of the affected part of 75th Street to MXE, to be consistent with the abutting parcels. The western portion of the affected part of 75th Street is proposed to change to CD-2, to be consistent with the abutting parcels.

**Comprehensive Plan Process**
The total land area involved in this application is 0.345 acres (15,045 SF). Under Section 163.3187 F.S., land use map amendments of less than 10 acres in size may be considered "small-scale" amendments, which require only one public hearing before the City Commission, which shall be an adoption hearing. Upon adoption, the local government shall send a copy of the adopted small-scale amendment to the State Land Planning Agency so that the agency can maintain a complete and up-to-date copy of the City's comprehensive plan.

**Interlocal Agreement for Public School Facility Planning**
The 2005 Florida Legislature adopted laws which are incorporated in the Florida Statutes, requiring each local government to adopt an intergovernmental coordination element as part of their comprehensive plan, as well as a statutory mandate to implement public school concurrency.

Currently there is a proposal to change the use of the site to a hotel. If there were a modification that established residential units, final site plan approval is contingent upon meeting public school concurrency requirements and the applicant will be required to obtain a valid school concurrency determination certificate issued by the Miami-Dade County public schools. Such certificate will state the number of seats reserved at each school level. In the event sufficient seats are not available, a proportionate share mitigation plan shall be incorporated into a tri-party development agreement and duly executed prior to the issuance of a building permit.

**SUMMARY**
The proposed amendment to the FLUM of the City's comprehensive plan and the change to the zoning map require that these amendments be processed together, as they are interrelated to one another; however, separate motions must be made for each application. The amendments will provide for consistency between the FLUM and the zoning atlas. The change will allow for the implementation of the Ocean Terrace Neighborhood Plan.

**PLANNING BOARD REVIEW**
On May 21, 2019, the Planning Board held a public hearing and transmitted the ordinance to the City Commission with a favorable recommendation by a vote of 7-0.

**UPDATE**
The subject ordinance was approved at first reading on June 26, 2019, with no changes.

**CONCLUSION**
The administration recommends that the City Commission adopt the subject ordinance.

**Legislative Tracking**
Planning

**Sponsor**
Vice-Mayor Ricky Arriola

**ATTACHMENTS:**

| Description |
| --- |
| Form Approved ORD Zoning Change |
| Advertisement |

**REZONING – portions of Ocean Terrace and 75th Street**

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING DISTRICT MAP, CONSISTENT WITH THE REQUIREMENTS OF CITY CODE SECTION 142-72, "DISTRICT MAP," AND PURSUANT TO CITY CODE SECTION 118-162, "PETITIONS FOR CHANGES AND AMENDMENTS," BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE OCEAN TERRACE RIGHT OF WAY (BETWEEN THE CENTERLINE OF 74th STREET AND THE NORTHERN RIGHT OF WAY LINE OF 75th STREET AS SHOWN ON THE PLAT OF THE TOWNSITE OF HARDING, RECORDED IN PLAT BOOK 34, PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY), AND LOCATED IN THE 75TH STREET RIGHT OF WAY BETWEEN OCEAN TERRACE AND COLLINS AVENUE, AND WHICH IS COMPRISED OF LESS THAN 10 ACRES, FROM THE CURRENT ZONING CLASSIFICATION OF GU, "GOVERNMENT USE DISTRICT," TO CD-2, "COMMERCIAL MEDIUM INTENSITY DISTRICT," AND MXE, "MIXED-USE ENTERTAINMENT," AND EXTENDING THE BOUNDARY OF THE OCEAN TERRACE OVERLAY ZONE TO ENCOMPASS SAID PARCEL OF LAND; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Mayor and City Commission of the City of Miami Beach ("City") desire to change the Zoning Map designation of the subject parcel described herein, from "GU Government Use District," to "CD-2 Commercial, Medium Intensity District," and "MXE Mixed-Use Entertainment"; and

**WHEREAS,** the rezoning set forth herein is necessary to ensure that the development of the site will be compatible with development in adjacent and surrounding areas, which are zoned CD-2 and MXE; and

**WHEREAS**, the City has determined that changing the zoning classification of the subject parcel as provided herein will ensure that new development is compatible and in scale with the built environment, and is in the best interest of the City; and

**WHEREAS,** the change of zoning classification will not result in an increase in zoned floor area; and

**WHEREAS,** the amendment set forth below is necessary to accomplish all of the above objectives.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:**

**SECTION 1. ZONING MAP AMENDMENT.** The following amendment to the City's zoning map designation for the property described herein is hereby approved and adopted and the Planning Director is hereby directed to make the appropriate change to the Official Zoning District Map of the City:

1. A portion of the right of way of 75th Street, being more particularly described as follows: Commence at the Northwest corner of Lot 8 in Block 1, of Townsite of Harding, according to the plat thereof as recorded in Plat Book 34, at Page 4, of the public records of Miami-Dade County, Florida; thence North 02°58'50" West, along the Northerly prolongation of the West line of said Lot 8, for 32.50 feet to the Point of Beginning; thence continue North 02°58'50" West, along said Northerly prolongation, for 7.50 feet to a point on the North line of Government Lot 7, lying in Section 2, Township 53 South, Range 42 East, also being the North line of Plat Book 34 at Page 4; thence North 86°59'28" East along said North line of Government Lot 7 for 146.17 feet; thence South 01°34'02" East for 7.50 feet; thence South 86°59'28" West for 145.98 feet to the Point of Beginning, consisting of approximately 1,096 Square Feet (0.025 Acres), as depicted in Exhibit "A," from the current designation of "GU Government Use District," to "CD-2 Commercial, Medium Intensity District";

2. A portion of the right of way of 75th Street and Ocean Terrace, being more particularly described as follows: Commence at the Southeast corner of Lot 7 in Block 1, of Townsite of Harding, according to the Plat thereof, as recorded in Plat Book 34, at Page 4, of the public records of Miami-Dade County, Florida; thence South 02°58'50" East, along the Southerly prolongation of the West right of way line of Ocean Terrace (First Avenue per Plat Book 34, at Page 4), for 30.00 feet to a point on the center line of 74th Street (Third Street per Plat Book 34, at Page 4); thence North 86°59'28" East, along said center line, for 30.00 feet to the Point of Beginning; thence continue North 86°59'28" East, along said center line, for 30.00 feet to a point on the East right of way line of said Ocean Terrace; thence North North 02°58'50" West, along said East right of way line, for 420.00 feet to a point on the North line of Government Lot 7, lying in Section 2, Township 53 South, Range 42 East, also being the North line of Plat Book 34, at Page 4; thence South 86°59'28" West along said North line of Government Lot 7 for 209.84 feet; thence South 01°34'02" East for 7.50 feet; thence North 86°59'28" East for 180.02 feet; thence South 02°58'50" East for 412.50 feet to the Point of Beginning, consisting of approximately 13,949 Square Feet (0.320 Acres), as depicted in Exhibit "B," from the current designation of "GU Government Use District," to "MXE Mixed-Use Entertainment District"; and

3. A portion of the right of way of 75th Street, being more particularly described as follows: Commence at the Northwest corner of Lot 8 in Block 1, of Townsite of Harding, according to the plat thereof as recorded in Plat Book 34, at Page 4, of the public records of Miami-Dade County, Florida; thence North 02°58'50" West, along the Northerly prolongation of the West line of said Lot 8, for 32.50 feet to the Point of Beginning; thence continue North 02°58'50" West, along said Northerly prolongation, for 7.50 feet to a point on the North line of Government Lot 7, lying in Section 2, Township 53 South, Range 42 East, also being the North line of Plat Book 34 at Page 4; thence North 86°59'28" East along said North line of Government Lot 7 for 146.17 feet; thence South 01°34'02" East for 7.50 feet; thence South 86°59'28" West for 145.98 feet to the Point of Beginning, consisting of approximately 1,096 Square Feet (0.025 Acres), as depicted in Exhibit "A"; and a portion of the right of way of 75th Street and Ocean Terrace, being more particularly described as follows: Commence at the Southeast corner of Lot 7 in Block 1, of Townsite of Harding, according to the Plat thereof, as recorded in Plat Book 34, at Page 4, of the public records of Miami-Dade County, Florida; thence South 02°58'50" East, along the Southerly prolongation of the West right of way line of Ocean Terrace (First Avenue per Plat Book 34, at Page 4), for 30.00 feet to a point on the center line of 74th Street (Third Street per Plat Book

34, at Page 4); thence North 86°59'28" East, along said center line, for 30.00 feet to the Point of Beginning; thence continue North 86°59'28" East, along said center line, for 30.00 feet to a point on the East right of way line of said Ocean Terrace; thence North North 02°58'50" West, along said East right of way line, for 420.00 feet to a point on the North line of Government Lot 7, lying in Section 2, Township 53 South, Range 42 East, also being the North line of Plat Book 34, at Page 4; thence South 86°59'28" West along said North line of Government Lot 7 for 209.84 feet; thence South 01°34'02" East for 7.50 feet; thence North 86°59'28" East for 180.02 feet; thence South 02°58'50" East for 412.50 feet to the Point of Beginning, consisting of approximately 13,949 Square Feet (0.320 Acres), as depicted in Exhibit "B," shall be incorporated into the "Ocean Terrace Overlay."

**SECTION 2. REPEALER**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3. SEVERABILITY**

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 4. CODIFICATION**

It is the intention of the City Commission that the Official Zoning District Map, referenced in Section 142-72 of the Code of the City of Miami Beach, Florida be amended in accordance with the provisions of this Ordinance.

**SECTION 5. EFFECTIVE DATE**

This Ordinance shall take effect 10 days after adoption.

**PASSED AND ADOPTED** this 17th day of July, 2019.

**ATTEST:**

_____
Dan Gelber, Mayor

_____
Rafael E. Granado, City Clerk

First Reading: June 26, 2019
Second Reading: July 17, 2019

(Sponsored by Commissioner Ricky Arriola)

Verified by: _____
Thomas R. Mooney, AICP
Planning Director

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 6/18/19 Date

NK

MIAMIBEACH

# CITY OF MIAMI BEACH
# NOTICE OF PUBLIC HEARINGS

## ORDINANCES AMENDING THE COMPREHENSIVE PLAN AND CHANGING THE ZONING DISTRICT FOR PORTION OF OCEAN TERRACE, 74TH STREET AND 75TH STREET RIGHTS OF WAY

## JULY 31, 2019

**NOTICE IS HEREBY** given that the following public hearings will be heard by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 31, 2019** at the time listed, or as soon thereafter as the matter can be heard:

**11:30 a.m. Second Reading Public Hearing**

PORTION OF OCEAN TERRACE, 74TH STREET AND 75TH STREET RIGHTS OF WAY – COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY OF MIAMI BEACH 2025 COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE CATEGORY PURSUANT TO SECTION 118-166 OF THE CITY CODE, AND PURSUANT TO SECTIONS 163.3181 AND SECTION 163.3187, FLORIDA STATUTES, BY CHANGING THE FUTURE LAND USE DESIGNATION FOR A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE OCEAN TERRACE RIGHT OF WAY (BETWEEN THE CENTERLINE OF 74TH STREET AND THE NORTHERN RIGHT OF WAY LINE OF 75TH STREET AS SHOWN ON THE PLAT OF THE TOWNSITE OF HARDING, RECORDED IN PLAT BOOK 34, PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY), AND LOCATED IN THE 75TH STREET RIGHT OF WAY BETWEEN OCEAN TERRACE AND COLLINS AVENUE, AND WHICH IS COMPRISED OF LESS THAN 10 ACRES, FROM THE CURRENT DESIGNATIONS OF PF, "PUBLIC FACILITY," AND ROS, "RECREATION AND OPEN SPACE," TO THE FUTURE LAND USE CATEGORIES OF CD-2, "COMMERCIAL MEDIUM INTENSITY" AND MXE, "MIXED-USE ENTERTAINMENT"; AND PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. *This Ordinance is being heard pursuant to Section 118-166 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

**11:35 a.m. Second Reading Public Hearing**

PORTION OF OCEAN TERRACE, 74TH STREET AND 75TH STREET RIGHTS OF WAY – ZONING DISTRICT CHANGE

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING DISTRICT MAP, CONSISTENT WITH THE REQUIREMENTS OF CITY CODE SECTION 142-72, "DISTRICT MAP," AND PURSUANT TO CITY CODE SECTION 118-162, "PETITIONS FOR CHANGES AND AMENDMENTS," BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE OCEAN TERRACE RIGHT OF WAY (BETWEEN THE CENTERLINE OF 74TH STREET AND THE NORTHERN RIGHT OF WAY LINE OF 75TH STREET AS SHOWN ON THE PLAT OF THE TOWNSITE OF HARDING, RECORDED IN PLAT BOOK 34, PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY), AND LOCATED IN THE 75TH STREET RIGHT OF WAY BETWEEN OCEAN TERRACE AND COLLINS AVENUE, AND WHICH IS COMPRISED OF LESS THAN 10 ACRES, FROM THE CURRENT ZONING CLASSIFICATION OF GU, "GOVERNMENT USE DISTRICT," TO CD-2, "COMMERCIAL MEDIUM INTENSITY DISTRICT," AND MXE, "MIXED-USE ENTERTAINMENT" AND EXTENDING THE BOUNDARY OF THE OCEAN TERRACE OVERLAY ZONE TO ENCOMPASS SAID PARCEL OF LAND; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

Interested parties are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

**Ad: 073119-06**

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

**11:55 a.m. Second Reading Public Hearing**

SUBJECT: CCC CIVIC & CONVENTION CENTER DISTRICT HOTEL SETBACK REGULATIONS & MECHANICAL PARKING
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," BY AMENDING CHAPTER 142 OF THE CITY CODE, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, ENTITLED, "DISTRICT REGULATIONS," DIVISION 7, ENTITLED "CCC CONVENTION CENTER DISTRICT," SECTION 142-366, ENTITLED "SETBACK REQUIREMENTS," TO MODIFY THE DEVELOPMENT REGULATIONS PERTAINING TO SETBACK REQUIREMENTS TO ACCOMMODATE THE DEVELOPMENT OF A CONVENTION HOTEL; BY AMENDING CHAPTER 130 OF THE CITY CODE, ENTITLED "OFF-STREET PARKING," ARTICLE II, ENTITLED "DISTRICTS; REQUIREMENTS," SECTION 130-38, ENTITLED "MECHANICAL AND ROBOTIC PARKING SYSTEMS," TO CREATE AN EXEMPTION FROM PLANNING BOARD REVIEW, IN ORDER TO ALLOW MECHANICAL PARKING IN THE CCC CIVIC & CONVENTION CENTER DISTRICT; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

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## RECOMMENDATION

The administration recommends that the City Commission adopt the subject ordinance.

## ANALYSIS

## HISTORY

On May 8, 2019, at the request of Mayor Dan Gelber, the City Commission referred the proposed ordinance amendment to the May 22, 2019 meeting of the Land Use and Development Committee and the June 25, 2019 meeting of the Planning Board (item C4T).

On May 22, 2019 the Land Use and Development Committee discussed the item and recommended that the Planning Board transmit the attached ordinance to the City Commission with a favorable recommendation, including the additional modifications recommended by the administration, as noted in the analysis below.

**BACKGROUND**

On March 13, 2019, the City Commission adopted amendments to chapter 130, off-street parking and chapter 142, zoning districts and regulations in the Civic and Convention Center (CCC) District. These amendments addressed design components for the proposed convention center hotel development, and consisted of reduced setbacks for the pedestal and tower, as follows:

• Subterranean, pedestal, and tower setback requirements for hotel use shall be as follows:
(a) Fronting 17th Street: 10 feet
(b) Fronting Convention Center Drive: 10 feet
(c) Interior Side: five (5) feet
(d) Rear: zero (0) feet

• Balcony projections for hotel use: 0 feet.

Prior to this amendment, the setback regulations were an average of the requirements contained in the surrounding zoning districts.

The revisions approved to Section 130-32, pertaining to off-street parking, were as follows:

• Clarify that accessory uses to hotels shall have no parking requirement.

• Limit the off-street loading requirement for hotels and accessory uses to hotels to four (4) spaces.

• Allow valet and tandem parking spaces to stack more than 2 vehicles per space.

**PLANNING ANALYSIS**

The attached draft ordinance proposes additional setback modifications, as well as an exemption from planning board review for mechanical parking lifts. As it pertains to the proposed new setback modifications, the hotel developer, in discussions with potential operators, has determined that additional meeting and ballroom space within the pedestal is needed. Given the limited area available for the pedestal, the proposal herein is to reduce the street side pedestal setbacks facing 17th Street and Convention Center Drive from 10 feet to zero feet, for all portions of the pedestal above 15 feet in height. This reduced setback, apparently, is needed in order to accommodate the additional meeting, ballroom and pre-function space.

Planning staff has no objection to the proposal to remove mandatory planning board review for the mechanical parking lifts. In this regard, the parking level for the hotel is internalized above the second level, and is not expected to result in any queuing issues on the outside. Further, the parking level is valet only, so operation of the lifts will fall under the sole responsibility of the operator.

Planning staff did have concerns with the original proposal as drafted by the hotel developer, to further reduce the pedestal setbacks, particularly along 17th Street. In this regard, at the sidewalk level, having the pedestal come forward right up on the property line could potentially have an overbearing impact on the abutting public sidewalk. The proposal to maintain a 10 foot setback within the first 15 feet of height will help mitigate this impact, particularly on 17th street, due to the more narrow width of the existing sidewalk.

17th street is a critical connection point to the hotel and the convention center from Lincoln Road, Washington Avenue and the beach. As such, in order to ensure an adequate pedestrian path within the proposed reduced setback along 17th Street, planning staff recommended the following minor modifications to the proposal, which were endorsed by the Land Use and Development Committee:

*Sec. 142-366. - Setback requirements.*

* * *

*(b) Subterranean, pedestal, and tower setback requirements for hotel use shall be as follows:*
*1) Fronting 17th Street: 10 feet at ground level; 0 feet above 15 feet in height, as measured from grade. Additionally, there shall be no permanent encroachments within this 10 foot setback at the ground level, including, but not limited to, columns, raised platforms, raised terraces and raised porches. This encroachment prohibition shall not apply to stairs and accessibility ramps, including associated hand rails.*
*2) Fronting Convention Center Drive: 10 feet at ground level; 0 feet above 15 feet in height, as measured from grade. Additionally, there shall be no permanent encroachments within this 10 foot setback at the ground level, including, but not limited to, columns, raised platforms, raised terraces and raised porches. This encroachment prohibition shall not apply to stairs and accessibility ramps, including associated hand rails.*
These minor revisions have been incorporated into the attached ordinance.

**PLANNING BOARD REVIEW**
On June 25, 2019, the Planning Board held a public hearing and transmitted the ordinance to the City Commission with a favorable recommendation by a vote of 5-0.

**UPDATE**
The subject ordinance was approved at first reading on July 17, 2019, with no changes.

**CONCLUSION**
The administration recommends that the City Commission adopt the subject ordinance.

**Legislative Tracking**
Planning

**Sponsor**
Mayor Dan Gelber

**ATTACHMENTS:**

**Description**

- Ordinance
- Advertisement

**CCC Civic & Convention Center District Hotel**
**Setback Regulations & Mechanical Parking**

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," BY AMENDING CHAPTER 142 OF THE CITY CODE, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, ENTITLED, "DISTRICT REGULATIONS," DIVISION 7, ENTITLED "CCC CONVENTION CENTER DISTRICT," SECTION 142-366, ENTITLED "SETBACK REQUIREMENTS," TO MODIFY THE DEVELOPMENT REGULATIONS PERTAINING TO SETBACK REQUIREMENTS TO ACCOMMODATE THE DEVELOPMENT OF A CONVENTION HOTEL; BY AMENDING CHAPTER 130 OF THE CITY CODE, ENTITLED "OFF-STREET PARKING," ARTICLE II, ENTITLED "DISTRICTS; REQUIREMENTS," SECTION 130-38, ENTITLED "MECHANICAL AND ROBOTIC PARKING SYSTEMS," TO CREATE AN EXEMPTION FROM PLANNING BOARD REVIEW, IN ORDER TO ALLOW MECHANICAL PARKING IN THE CCC CIVIC & CONVENTION CENTER DISTRICT; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS,** the Mayor and City Commission desire to promote economic development within the City of Miami Beach (the "City") by attracting a more robust mix of conferences and conventions to the Miami Beach Convention Center ("MBCC" or "Convention Center"), including "fly-in" conferences and conventions drawing national and international attendance, which would reduce the MBCC's reliance on "drive-in" events that primarily attract local/commuter attendance; and

**WHEREAS,** in support of the foregoing and in an effort to maintain the competitiveness of the Convention Center as a local and regional asset that supports the South Florida tourism economy, the City is in the process of completing the Miami Beach Convention Center Renovation and Expansion Project (the "MBCC Renovation Project"), a public construction project that includes a complete renovation of the MBCC, expansion of ballroom and auxiliary spaces, parking above portions of the MBCC, exterior landscaping and creation of a six (6) acre public park; and

**WHEREAS,** in addition to, and separate from, the MBCC Renovation Project, the City desires to attract more "fly-in" conferences and conventions to the MBCC through the development of a convention headquarter hotel that is (i) entirely privately-funded; (ii) sufficiently close to the Convention Center to serve as an "on-site" hotel option for conference attendees, and (iii) large enough to provide the group room blocks necessary to support and secure national and international conferences and conventions at the Convention Center; and

**WHEREAS,** on November 19, 2014, the Mayor and City Commission adopted Resolution No. 2014-28836, approving and authorizing the City to execute an Amended and Restated Interlocal Cooperation Agreement between the City and Miami-Dade County ("County"), pursuant to which, in recognition that a convention hotel in the proximity of the Convention Center will generate additional Convention Development Tax ("CDT") and resort tax revenues, the County agreed to provide the City with up to $1,500,000 per year in an additional allocation of CDT revenues once a convention hotel opens, with such additional payments to the City continuing annually until 2048; and

**WHEREAS,** on April 13, 2016, the Mayor and City Commission established the Mayor's Ad Hoc Blue Ribbon Steering Committee on the Convention Center Hotel (the "Committee"), chaired by Commissioner Ricky Arriola and vice-chaired by Commissioner Kristen Rosen Gonzalez; and

**WHEREAS,** on February 14, 2018, the Mayor and City Commission considered the Committee's report regarding potential options for a Convention Center Hotel development, including options with respect to a proposed Hotel's location, size, height, and related issues such as traffic mitigation, and directed the Administration to prepare a Request for Proposals; and

**WHEREAS,** on May 16, 2018, the Mayor and City Commission approved Resolution No. 2018-30310, authorizing the issuance of an RFP for the Convention Center Hotel for a lease of the approximately 2.6 acre site located adjacent to the Convention Center; and

**WHEREAS,** on May 17, 2018, the City issued Request for Proposals No. 2018-238-KB for the Development of a Convention Headquarter Hotel Adjacent to the Miami Beach Convention Center (the "RFP"); and

**WHEREAS**, on July 25, 2018, the Mayor and City Commission adopted Resolution No. 2018-30425, approving a Development and Ground Lease Agreement with MB Mixed Use Investment, LLC ("Miami Beach Connect"), for the development and operation of a privately-funded convention hotel and related amenities, with a lease term of 99 years; and

**WHEREAS,** on November 6, 2018, the City's voters approved the convention hotel lease; and

**WHEREAS,** the amendments set forth herein are intended to accommodate the proposed convention hotel in the CCC Civic and Convention Center District.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:**

**SECTION 1.** Chapter 142 of the City Code, entitled "Zoning Districts and Regulations," Article II, entitled "District Regulations," Division 7, entitled "CCC Civic and Convention Center District," Florida is hereby amended as follows:

**CHAPTER 142**
**ZONING DISTRICTS AND REGULATIONS**

* * *

## ARTICLE II
## DISTRICT REGULATIONS

* * *

### Division 7. - CCC Civic and Convention Center District

* * *

### Sec. 142-366. - Setback requirements.

(a) Other than the minimum setbacks set forth in subsections (b) and (c) below, the development regulations (setbacks, floor area ratio, signs, parking, etc.) shall be the average of the requirements contained in the surrounding zoning districts as determined by the planning and zoning director. Setback regulations for parking lots and garages when they are the main permitted use are listed in subsection 142-1132(n).

(b) The subterranean, pedestal, and tower setback requirements for a hotel use shall be as follows:

1) Fronting 17th Street: 10 feet at ground level; 0 feet above 15 feet in height, as measured from grade. Additionally, there shall be no permanent encroachments within this 10 foot setback at the ground level, including, but not limited to, columns, raised platforms, raised terraces, and raised porches. This prohibition on encroachments shall not apply to stairs and accessibility ramps, including associated hand rails.

2) Fronting Convention Center Drive: 10 feet at ground level; 0 feet above 15 feet in height, as measured from grade. Additionally, there shall be no permanent encroachments within this 10 foot setback at the ground level, including, but not limited to, columns, raised platforms, raised terraces, and raised porches. This prohibition on encroachments shall not apply to stairs and accessibility ramps, including associated hand rails.

3) Interior Side: five (5) feet

4) Rear: zero (0) feet

(c) Balcony projections setback requirement for a hotel use: zero (0) feet.

**SECTION 2.** Chapter 130 of the City Code, entitled "Off-Street Parking," Article II, entitled "Districts; Requirements," is hereby amended as follows:

## CHAPTER 130
## OFF-STREET PARKING

* * *

## ARTICLE II
## DISTRICTS; REQUIREMENTS

* * *

**Sec. 130-38. - Mechanical and robotic parking systems.**

(1) Definitions.

(a) *Mechanical parking* means mechanical parking lifts, robotic parking systems, and/or vehicle elevators.

(b) *Mechanical parking lift* means an automated mechanism that lifts vehicles to make space available to park other vehicles below it in a vertical tandem fashion.

(c) *Robotic parking system* means a mechanical garage using elevator systems to hoist individual vehicles from receiving areas to separate auto storage areas.

(d) *Vehicle elevator* means an elevator used for motor vehicles in lieu of ramps within a parking structure.

(2) Parking spaces to be used to satisfy accessory off-street parking requirements must conform to the provisions of article III "design standards" of this chapter, with respect to all-weather surface area, minimum parking space dimensions, drive width, interior aisle width, and required markings. Therefore, the use of mechanical parking devices, robotic parking systems and vehicle elevators to satisfy accessory off-street parking requirements shall not be permitted, except as hereinafter provided.

* * *

(3A) Mechanical parking shall be permitted for hotels within the CCC Civic & Convention Center District as an exception to the mechanical parking prohibition, subject to the applicable review criteria of section 130-38(7).

* * *

(7) The proposed use of mechanical parking systems, including mechanical parking lifts, robotic parking systems or vehicular elevators, for any type of development or improvement, including, but not limited to, vehicle storage, whether proposed under the provisions of section 130-38, or any other section of the City Code, shall require compliance with the provisions of subsections 130-38(4) and 130-38(5), and, with the exceptions of mechanical parking used to provide parking on a property containing less than 20 units and hotels within the CCC Civic & Convention Center District, shall require the review and approval of the planning board, pursuant to the conditional use process in chapter 118, article IV of the Code.

**SECTION 3. REPEALER.**

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith are hereby repealed.

**SECTION 4. CODIFICATION.**

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

**SECTION 5. SEVERABILITY.**

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 6. EFFECTIVE DATE.**

This Ordinance shall take effect ten days following adoption.

**PASSED AND ADOPTED** this _____ day of _____, 2019.

_____
Dan Gelber, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

First Reading: July 17, 2019
Second Reading: September 11, 2019

APPROVED AS TO FORM
AND LANGUAGE
AND FOR EXECUTION

Raul Cyuk 7/2/19
City Attorney Date
NK

Verified by: _____
Thomas R. Mooney, AICP
Planning Director

T:\Agenda\2019\07 July\Planning\CCC District - Hotel Setback & Mechanical Parking - First Reading ORD.docx

MIAMIBEACH

# CITY OF MIAMI BEACH
# NOTICE OF PUBLIC HEARING

## JULY 31, 2019

**NOTICE IS HEREBY** given that the following public hearing will be heard by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 31, 2019,** at the time listed, or as soon thereafter as the matter can be heard:

**11:55 a.m. Second Reading Public Hearing**

CIVIC & CONVENTION CENTER DISTRICT (CCC) HOTEL SETBACK REGULATIONS & MECHANICAL PARKING

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," BY AMENDING CHAPTER 142 OF THE CITY CODE, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, ENTITLED, "DISTRICT REGULATIONS," DIVISION 7, ENTITLED "CCC" CONVENTION CENTER DISTRICT," SECTION 142-366, ENTITLED "SETBACK REQUIREMENTS," TO MODIFY THE DEVELOPMENT REGULATIONS PERTAINING TO SETBACK REQUIREMENTS TO ACCOMMODATE THE DEVELOPMENT OF A CONVENTION HOTEL; BY AMENDING CHAPTER 130 OF THE CITY CODE, ENTITLED "OFF-STREET PARKING," ARTICLE II, ENTITLED "DISTRICTS; REQUIREMENTS," SECTION 130-38, ENTITLED "MECHANICAL AND ROBOTIC PARKING SYSTEMS," TO CREATE AN EXEMPTION FROM PLANNING BOARD REVIEW, IN ORDER TO ALLOW MECHANICAL PARKING IN THE CCC CIVIC & CONVENTION CENTER DISTRICT; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of this item is available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

**Ad 073119-07**

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

**First Reading**

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 46 OF THE CITY CODE, ENTITLED "ENVIRONMENT," BY AMENDING ARTICLE IV, ENTITLED "NOISE," BY AMENDING SECTION 46-152, ENTITLED "NOISES; UNNECESSARY AND EXCESSIVE PROHIBITED," BY AMENDING THE HOURS PROHIBITING POWER TOOLS AND LANDSCAPING EQUIPMENT; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

---

## RECOMMENDATION

Adopt the Ordinance on First Reading amending the hours prohibiting the use of power tools and landscaping equipment and set for Second Reading Public Hearing.

## ANALYSIS

A referral was made to the Neighborhood/Community Affairs Committee (NCAC) at the May 8, 2019 Commission Meeting to discuss the allowable morning hours on weekends and legal holidays for the use of power tools, maintenance equipment and leaf blowers.

The item was discussed at the June 19, 2019 meeting of the NCAC where the committee agreed that residential quality of life is important, and the noise generated by this type of equipment is at times similar to that of construction work in its noise level. As such, the committee directed Administration to amend Section 46-152(k) so that the allowable hours on Saturdays, Sundays and legal holidays for the use of power tools and landscaping equipment shall match the hours allowed for construction on those days.

The Committee requested an effective date of January 1, 2020 for this amendment to allow for public education and outreach to residents and commercial landscape companies.

## CONCLUSION

The Administration recommends the Mayor and City Commission approve the Ordinance on First Reading and set for Second Reading Public Hearing.

## Legislative Tracking

Code Compliance

**Sponsor**

Commissioners Mark Samuelian & Michael Gongora

**ATTACHMENTS:**

**Description**

- Ordinance

**ORDINANCE NO._____**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 46 OF THE CITY CODE, ENTITLED "ENVIRONMENT," BY AMENDING ARTICLE IV, ENTITLED "NOISE," BY AMENDING SECTION 46-152, ENTITLED "NOISES; UNNECESSARY AND EXCESSIVE PROHIBITED," BY AMENDING THE HOURS PROHIBITING POWER TOOLS AND LANDSCAPING EQUIPMENT; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, noise generated by power tools and landscaping equipment during the early morning and the late evening hours negatively affects the quality of life of the City's residents and visitors;

**WHEREAS**, the Mayor and City Commission hereby find that amending the hours limiting power tools and landscaping equipment to the hours of 10:00 a.m. and 4:00 p.m. on weekends and national holidays is necessary to enhance the quality of life of the City's residents and visitors.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:**

**SECTION 1.** That Section 46-152 of Article IV of Chapter 46 of the Code of the City of Miami Beach, Florida, is hereby amended as set forth below; and Sections 46-157 through 46-159 are provided for reference purposes:

## CHAPTER 46
## ENVIRONMENT

* * *

## ARTICLE IV. NOISE

* * *

**Sec. 46-152. Noises; unnecessary and excessive prohibited.**

It shall be unlawful for any person to make, continue or cause to be made or continued any unreasonably loud, excessive, unnecessary or unusual noise. The following acts, among others, are declared to be unreasonably loud, excessive, unnecessary or unusual noises in violation of this section, but this enumeration shall not be deemed to be exclusive, namely:

* * *

(k) *Power tools and landscaping equipment.* The operation of noise-producing lawn mowers, lawn edgers, weed trimmers, blowers, chippers, chain saws, power tools and other noise-producing tools which are used to maintain or at a residence out-of-doors between the hours of 8:00 p.m. and 8:00 a.m. on weekdays, and 4:00 p.m. and 10:00 a.m. on weekends and national holidays.

**Sec. 46-157. Exemptions.**

The following uses and activities shall not constitute unnecessary and excessive noises prohibited in section 46-152:

* * *

(4) Authorized activities on or in municipal or publicly owned properties and facilities, except where such publicly owned properties or facilities are under private operation or use, unless the city manager or the city manager's designee has specifically authorized an exemption from this section, which exemption will be subject to specific requirements consistent with the administrative guidelines approved by separate resolution of the city commission.

* * *

**Sec. 46-158. Enforcement by code inspectors; notice of violation; warnings; responsibility to provide current address.**

(a) *Notice of violation.* If the code inspector observes a violation of this article, the inspector shall issue a notice of violation to each person and entity identified in section 46-153, and a courtesy copy of the violation shall be provided to an employee or other representative of the business tax receipt holder who is on the premises of the business tax receipt holder, except as otherwise provided in subsection (b). The code inspector shall inform the violators that they must immediately cease the violation. The notice shall include the following information:

(1) Name of the violator.

(2) Date and time of violation.

(3) Nature of the violation.

(4) Amount of fine or other penalty for which the violator may be liable pursuant to section 46-159 of this Code or as otherwise provided by law.

(5) Instructions and due date for paying the fine.

(6) Notice that the violation may be appealed by filing a written request for an administrative hearing with the clerk of the special master within ten days after service of the notice of violation, that failure to do so shall constitute an admission of the violation and waiver of the right to a hearing, and that unpaid fines will result in the imposition of liens which may be foreclosed by the city.

The notice shall also inform the violator that repeat violations of this article will result in the imposition of larger fines and may also result in revocation, suspension, or the imposition of restrictions on the business tax receipt, and/or certificate of use, or accessory use, and/or injunctive proceedings as provided by law. The notice shall be signed by the code inspector who witnessed the violation.

(b) *Warnings.*

(1) *Oral warnings.* If a code inspector observes a violation of this article without a complaint having been made, the inspector may first issue one oral courtesy warning per day and inform the violator that the violator will be subject to penalties if the violation continues.

(2) *Written warnings.* A code inspector shall first issue a written warning to immediately cease the violation prior to issuing a notice of violation unless one written warning has been issued in the 12 months preceding the date of violation.

The written warning shall be substantially in the same form as the notice of violation as stated in subsection 46-158(a) above. Failure to correct the violation within 15 minutes following the issuance of a written or oral warning shall result in the issuance of a notice of violation pursuant to this article.

A code inspector shall not issue a written warning, and instead shall issue a notice of violation, to any person, entity or establishment who:

a. In any one day has already been issued a written warning as specified in section 46-158; or

b. In any 12-month period has exceeded the warning limits specified in subsection 46-158(b)2; or

c. Is also being cited for an illegal commercial or nonpermitted nonresidential use in a residential zoning district.

(c) *Responsibility to provide current address.* The holder of the business tax receipt for the premises where a violation or warning is issued shall have the responsibility to keep the city advised of its current address and of the current address of the owner of the premises.

**Sec. 46-159. Fines and penalties for violation; appeals; alternate means of enforcement.**

(a) The following civil fines and penalties shall be imposed for violations of this article:

(1) If the offense is the first offense, $250.00 fine.

(2) If the offense is the second offense within the preceding 12 months, $1,000.00 fine.

(3) If the offense is the third offense within the preceding 12 months, $2,000.00 fine.

(4) If the offense is the fourth offense within the preceding 12 months, one weekend (noon Friday through noon Monday) business tax receipt conditions and/or accessory use restrictions shall be imposed limiting the ability to produce any live or amplified sound at that portion of the premises that caused the violation, in addition to a $3,000.00 fine.

(5) If the offense is the fifth offense within the preceding 12 months, two weekend (noon Friday through noon Monday) business tax receipt conditions and/or accessory use restrictions shall be imposed limiting the ability to produce any live or amplified sound at that portion of the premises that caused the violation, in addition to a $5,000.00 fine.

(6) If the offense is the sixth or greater offense within the preceding 12 months, it shall be considered an habitual offender offense with penalties and fines imposed pursuant to subsection 46-159(h).

(7) The first time an offense is committed while the violator was also engaged in an illegal commercial or nonpermitted, nonresidential use in a residential zoning district, $1,000.00, notwithstanding the fine provision in subsection (1) above.

(8) The second or any subsequent time an offense is committed while the violator was also engaged in an illegal commercial or nonpermitted, nonresidential use in a residential zoning district, $5,000.00, notwithstanding the fine provisions in subsections (2)-(4) above.

A person may receive a separate notice of violation once every hour if a violation has occurred at any time within that period. Each violation shall constitute a separate offense for which a separate fine shall be imposed. An offense shall be deemed to have occurred on the date the violation occurred. Business tax receipt conditions or accessory use restrictions pursuant to this section shall be imposed by order of the special master after finding an offense warranting suspension or restriction has occurred. An offense occurring 12 months after the last offense shall be treated as a first offense for purposes of incurring new fines and penalties. However, any fines or penalties imposed in any prior 12-month period shall not be waived or altered.

(b) A violator who has been served with a notice of violation shall elect either to:

(1) Pay the civil fine in the manner indicated on the notice; or

(2) File a written request for an administrative hearing before a special master to appeal the decision of the code inspector that resulted in the issuance of the notice of violation. The written request shall be submitted to the clerical staff of

the special master no later than ten (10) days of service of the notice of violation and shall be accompanied by an appeal fee as approved by a resolution of the city commission. The fee may be returned to the violator if the special master rules in favor of the violator. All disputes regarding proper notice of the violation and timeliness of the appeal shall be heard by the special master prior to any hearing on the merits of the violation itself.

(c) The procedures for appeal of the notice of violation shall be as set forth in sections102-384 and 102-385. A courtesy mail notice shall be promptly provided to the complainant of any hearing regarding the notice of violation, and the complainant may testify at such hearings; provided, however, that nontransmission of the courtesy notice to the complainant shall not in any way invalidate, affect, or impair any of the further proceedings, actions, or determinations in the case. Failure to give such notice shall not be a cause for continuance or cancellation of any scheduled hearing of the matter. Only two continuances, for no longer than 20 days each, shall be granted by the special master for any administrative hearing unless the alleged offender, at a hearing on a motion for continuance, establishes by testimony, and/or other evidence, that good cause exists for a further continuance. If the special master finds that a violation has occurred, the applicable penalty set forth in subsection 46-159(a) shall be imposed.

(d) Failure of the named violator to appeal the decision of the code inspector within the prescribed time period shall constitute a waiver of the violator's right to administrative hearing before the special master. A waiver of the right to an administrative hearing shall be treated as an admission of the violation and penalties shall be assessed accordingly. In the event of a fourth or fifth offense, and following notification by the code inspector of the violator's failure to timely request an administrative hearing, the special master shall enter an order setting the time during which conditions shall be imposed on the violator's business tax receipt or, as applicable, the accessory uses shall be restricted. Such conditions or restrictions shall begin no later than 30 days after entry of the order by the special master.

(e) Any party aggrieved by the decision of a special master may appeal that decision to a court of competent jurisdiction as provided in F.S. § 162.11 and section 30-77 of this Code.

(f) The city may institute proceedings in a court of competent jurisdiction to compel payment of civil fines. A certified copy of an order imposing a civil fine or city bill for penalties due under this section may be recorded in the public records and thereafter shall constitute a lien upon any other real or personal property owned by the violator and it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the filing of any such lien that remains unpaid, the city may foreclose or otherwise execute on the lien. All costs and attorney's fees incurred by the city for collecting any fine shall be paid by the violator.

(g) As an alternative or additional means of enforcement, the city may institute proceedings to revoke or suspend a business tax receipt and/or certificate of use or seek injunctive relief.

(h) In cases of habitual offender violations or offenses, the city manager may issue an administrative complaint for suspension or revocation of a business tax receipt and certificate of use as provided in section 102-383. Upon a finding of habitual offender violations or offenses by the city manager, a business tax receipt suspension, revocation and/or fine shall be imposed. Suspensions shall be imposed with restrictions limiting the ability to provide any live or amplified sound as either a condition of the business tax receipt or as an accessory use restriction. In the event the violator is a hotel, motel, condominium, apartment or other residential property, accessory use restrictions shall be imposed in lieu of a business tax receipt revocation which results in the eviction of residents. Additionally, in the event of a revocation, as a condition of being permitted to resume operation under the business tax receipt, the city manager shall utilize the criteria set forth in section 142-1362 of this Code to impose such conditions or restrictions as deemed appropriate to assure compliance with all city codes.

In determining the length of the suspension or accessory use restriction to be imposed under this subsection, the city manager shall consider the following factors: the gravity of the violations or offenses; any actions taken by the violator to correct the violations or offenses; and, any previous violations or offenses committed by the violator. No suspension or accessory use restriction imposed under this subsection shall be for a period of time of less than 30 consecutive days.

In the event a habitual offender does not hold a business tax receipt or certificate of use, the special master shall impose a fine up to $5,000.00 per violation.

(i) Any fine imposed under this article shall become a lien pursuant to the procedures of sections 30-74 and 30-75 of this Code.

(j) In addition, in the event a violator refuses to comply with a notice of violation issued under section 46-158, a violator may be punished by imprisonment not to exceed 60 days or by imposition of a fine not to exceed $500.00 per offense or both.

(k) Nothing herein shall restrict the powers and authority granted to the various boards and committees of the city, including the imposition of conditions and sanctions not specifically enumerated in this article.

(l) Nothing herein shall be deemed to modify existing applicable state, county or city building and fire codes, ordinances, laws or regulations.

(m) A nolle prosequi, or any other decision made by the city not to prosecute a notice of violation, must be based upon good cause and issued in writing in a public record.

* * *

**SECTION 2. REPEALER.**

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 3. SEVERABILITY.**

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 4. CODIFICATION.**

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

**SECTION 5. EFFECTIVE DATE.**

This Ordinance shall take effect on the 1st day of January 2020.

**PASSED AND ADOPTED** this _____ day of _____, 2019.

**ATTEST:**

_____
Dan Gelber, Mayor

_____
Rafael E. Granado, City Clerk

Underline denotes additions

(Co-sponsored by Commissioners Michael Gongora and Mark Samuelian)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

7/22/19
Date

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

**First Reading**

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE MIAMI BEACH CITY CODE, ENTITLED "ADMINISTRATION," BY AMENDING ARTICLE IV, ENTITLED "OFFICERS AND EMPLOYEES," BY AMENDING SECTION 2-191, ENTITLED "ENUMERATION OF ORGANIZATIONAL UNITS," BY AMENDING SUBSECTIONS (G), (I), (Q), AND (R) THEREOF TO REPLACE THE NAME OF "DEPARTMENT OF EMERGENCY MANAGEMENT" WITH THE "PROPERTY MANAGEMENT DEPARTMENT," TO CHANGE THE NAME OF THE "TRANSPORTATION DEPARTMENT" TO THE "TRANSPORTATION AND MOBILITY DEPARTMENT," TO CHANGE THE NAME OF "OFFICE OF COMMUNICATIONS" TO THE "OFFICE OF MARKETING AND COMMUNICATIONS," AND TO CHANGE THE NAME OF "OFFICE OF BUDGET AND PERFORMANCE IMPROVEMENT" TO THE "OFFICE OF MANAGEMENT AND BUDGET"; AND FURTHER AMENDING SECTION 2-191 BY CREATING SUBSECTIONS (Y) AND (Z) TO ADD THE "OFFICE OF INSPECTOR GENERAL" AND THE "FLEET MANAGEMENT DEPARTMENT"; AND, PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

---

## RECOMMENDATION

The Administration recommends approval of the ordinance.

## ANALYSIS

The administration finds the need to update Chapter 2 of the Miami Beach City Code entitled “Administration” by amending Article IV, entitled "Officers and Employees," by amending division I, entitled "Generally," by amending section 2-191, entitled "Enumeration of Organizational units,” we have had departmental changes and need to amend subsections (g), (i), (q), and (r). We need to eliminate subsection (g) Department of Emergency management. The department has been incorporated into a division under the Fire Department. Subsection (g) will now be the Department of Property Management. The Department of Property Management was formerly a division under the Public Works department however, it is now a standalone department. Subsection (i) will be updated to change the name of “Transportation Department” to “Transportation and Mobility Department” in order to more accurately reflect the

department's mission with an emphasis on multimodal mobility. Subsection (q) will be updated to change the "Communication's Department" to the "Office of Marketing and Communications," in order to more accurately reflect the department's mission, which now includes marketing, sponsorships, the City's website and community outreach in addition to communications such as press relations and digital media. Subsection (r) will be updated to change the name of the "Office of Budget and Performance Improvement" to the "Office of Management and Budget" to reflect the current role and mission of the department and to assign a name most commonly used in municipalities. The administration finds the need to add subsection (y) "Office of Inspector General". In February 2019 the Mayor and the City Commission adopted Ordinance 2019-4239, creating the Office of the Inspector General. There is a need to add subsection (z) "Fleet Management Department" which was formerly a division of the Department of Public Works and is now a standalone department.

**CONCLUSION**

The Administration recommends approving the proposed ordinance amendments and setting a second reading

**Legislative Tracking**

Human Resources

**Sponsor**

Vice-Mayor Ricky Arriola

**ATTACHMENTS:**

| | Description |
|---|---|
| 🗋 | Ordinance |

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE MIAMI BEACH CITY CODE, ENTITLED "ADMINISTRATION," BY AMENDING ARTICLE IV, ENTITLED "OFFICERS AND EMPLOYEES," BY AMENDING SECTION 2-191, ENTITLED "ENUMERATION OF ORGANIZATIONAL UNITS," BY AMENDING SUBSECTIONS (G), (I), (Q), AND (R) THEREOF TO REPLACE THE NAME OF "DEPARTMENT OF EMERGENCY MANAGEMENT" WITH THE "PROPERTY MANAGEMENT DEPARTMENT", TO CHANGE THE NAME OF THE "TRANSPORTATION DEPARTMENT" TO THE "TRANSPORTATION AND MOBILITY DEPARTMENT", TO CHANGE THE NAME OF "OFFICE OF COMMUNICATIONS" TO THE "OFFICE OF MARKETING AND COMMUNICATIONS", AND TO CHANGE THE NAME OF "OFFICE OF BUDGET AND PERFORMANCE IMPROVEMENT" TO THE "OFFICE OF MANAGEMENT AND BUDGET"; AND FURTHER AMENDING SECTION 2-191 BY CREATING SUBSECTIONS (Y) AND (Z) TO ADD THE "OFFICE OF INSPECTOR GENERAL" AND THE "FLEET MANAGEMENT DEPARTMENT"; AND, PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS,** subsection (g) of Section 2-191 of the Miami Beach City Code must be amended to remove the name "Department of Emergency Management," as the department has been incorporated into a division under the Fire Department; and

**WHEREAS,** as such, "Department of Emergency Management" will be replaced with "Property Management Department", which was formerly a division of Public Works but is now a standalone department; and

**WHEREAS,** subsection (i) of Section 2-191 of the City Code must be amended to change the "Transportation Department" to the "Transportation and Mobility Department," in order to more accurately reflect the department's mission, with an emphasis on multimodal mobility; and

**WHEREAS,** subsection (q) of Section 2-191 of the City Code must be amended to change the name of the "Office of Communications" to the "Office of Marketing and Communications," in order to more accurately reflect the department's mission, which now includes marketing, sponsorships, the City's website and community outreach in addition to the communications such as press relations and digital media; and

**WHEREAS,** subsection (r) of Section 2-191 of the City Code must be amended to change the name of the Office of Budget and Performance Improvement" ("OBPI") to the "Office of Management and Budget," to reflect the current role and mission of the department, and to assign a name most commonly used in municipalities; and

**WHEREAS,** in addition, the OBPI has undergone substantial changes over the past few years, with the Audit and Organizational Development Division removed from the department and

strategic planning and resiliency functions shifted to the Finance Department and to the Chief Resiliency Officer, respectively: and

**WHEREAS.** on February 23, 2019, the Mayor and the City Commission adopted Ordinance 2019-4239, creating the Office of the Inspector General; and

**WHEREAS.** as such, Section 2-191 of the City Code must be amended in order to create subsection (y) and add the "Office of the Inspector General"

**WHEREAS,** Section 2-191 of the City Code must be amended in order to create subsection (z) and add the "Fleet Management Department," which was formerly a division of Public Works but is now a standalone department.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:**

**SECTION 1.** Section 2-191 of Division I. of Article IV. of Chapter 2 of the City Code, entitled "Administration," is hereby amended as follows:

## CHAPTER 2

## ADMINISTRATION

* *

## ARTICLE IV. OFFICERS AND EMPLOYEES

### Division I. Generally

**Sec. 2-191. Enumeration of Organizational Units.**

The administration or organization units of the city shall be as follows:

(a) Office of the city manager.
(b) Office of the city attorney.
(c) Office of the city clerk.
(d) Finance department.
(e) Human resources department.
(f) Building department.
(g) Property management department ~~Department of emergency management.~~
(h) Parks and recreation department.
(i) Parking department.
(j) Fire department.
(k) Police department.
(l) Transportation and mobility department.
(m) Public works department
(n) Office of housing and community services.
(o) Code compliance department.
(p) Office of capital improvements projects.
(q) Office of marketing and communications.
(r) Office of management and budget ~~and performance improvement.~~

(s) Information technology department.
(t) Procurement department.
(u) Tourism and culture department.
(v) Planning department.
(w) Environment and sustainability department.
(x) Economic development department.
(y) Office of the inspector general.
(z) Fleet management department.

**SECTION 2. CODIFICATION**

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Miami Beach City Code. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

**SECTION 3. REPEALER**

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 4. SEVERABILITY**

If any section, subsection. clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 5. EFFECTIVE DATE**

This Ordinance shall take effect on the _____ day of _____ 2019.

**PASSED** and **ADOPTED** this _____ day of _____ , 2019.

**ATTEST:**

_____
Dan Gelber, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

7/10/19
Date

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

**First Reading**

SUBJECT: EVALUATION AND APPRAISAL REVIEW - COMPREHENSIVE PLAN AMENDMENTS
AN ORDINANCE AMENDING THE CITY OF MIAMI BEACH YEAR 2025 COMPREHENSIVE PLAN, PURSUANT TO THE STATE COORDINATED REVIEW PROCESS OF SECTION 163.3184(4) AND (11), FLORIDA STATUTES, BY AMENDING GOALS, OBJECTIVES, POLICIES, AND DOCUMENT TITLES OF THE COMPREHENSIVE PLAN, INCLUDING THE FOLLOWING ELEMENTS: FUTURE LAND USE, TRANSPORTATION, HOUSING, PUBLIC SCHOOLS FACILITIES, INFRASTRUCTURE, RECREATION AND OPEN SPACE, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENTS PROGRAM, AND HISTORIC PRESERVATION; ESTABLISHING A NEW RESILIENCY AND SUSTAINABILITY ELEMENT THAT INCORPORATES THE CONSERVATION AND COASTAL ZONE MANAGEMENT GOALS, OBJECTIVES, AND POLICIES REQUIRED BY SECTION 163.3177, FLORIDA STATUTES; DELETING THE CONSERVATION/COASTAL ZONE MANAGEMENT ELEMENT; AND, PURSUANT TO FLORIDA ADMINISTRATIVE CODE RULE 73C-49 AND SECTION 163.3191, FLORIDA STATUTES, ENTITLED "EVALUATION AND APPRAISAL OF COMPREHENSIVE PLAN," INCORPORATING NECESSARY AMENDMENTS REFLECTING CHANGES IN STATE REQUIREMENTS, AND UPDATING THE COMPREHENSIVE PLAN BASED ON CHANGES IN LOCAL CONDITIONS SINCE THE LAST UPDATE BASED ON THE EVALUATION AND APPRAISAL REPORT UPDATE ADOPTED ON APRIL 13, 2011; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

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## RECOMMENDATION

The Administration recommends that the City Commission approve the attached amendments to the Comprehensive Plan at first reading and authorize transmittal of the amendments to state review agencies; and set a second reading public hearing for October 16, 2019.

## ANALYSIS

### HISTORY

On February 13, 2019 at the request of Commissioner John Elizabeth Aleman, the City Commission

referred the item to the Land Use and Development Committee and the Planning Board (Item C4 O).

On July 24, 2019, the Land Use and Development Committee (LUDC) reviewed the proposed amendments to the Comprehensive Plan and recommended that they be approved by the City Commission. The LUDC also recommended that the Blueways Master Plan be updated to reflect policy changes not requiring public waterfront access in single-family areas.

**BACKGROUND**

The City of Miami Beach Comprehensive Plan is a state mandated document that guides the decisions of the city as it pertains to addressing the needs of existing and future residents and businesses. The plan provides general regulations for growth, development, infrastructure, housing, parks and recreation, and more. The goals, objectives, and polices of the comprehensive plan are then implemented through more detailed documents such as the land development regulations, city code, storm water master plan, and the resiliency strategy/strategic plan. The comprehensive plan and plan amendments are adopted by ordinance per Florida Statute 163, Part II. All ordinances adopted by the city must be consistent with the standards set within the comprehensive plan.

The proposed amendments were prepared as part of an EAR process to update the comprehensive plan for consistency with state law and to address changing conditions and needs in the city. Such updates are required every seven years, pursuant to Section 163.3191, Florida statutes. As part of the EAR process, the city and our consultants have gathered data and performed analyses on existing conditions and trends in the City. Other plans and strategies that the city has formulated have been considered, including the storm water master plan, the transportation master plan, the Urban Land Institute (ULI) report, the Resilient 305 strategy and the adopted Miami Beach Strategic Plan.

A public meeting took place on January 28, 2019 to solicit input from residents and stakeholders. The comments were primarily focused on issues related to sea level rise, the environment, and incentivizing workforce and affordable housing. Attached is a summary of the comments that were provided by residents. The information gathered at this meeting, as well as any subsequent feedback, were utilized to determine best practices for policies to incorporate into the plan, while addressing the needs of residents and other stakeholders.

Specific goals, objectives, and policies have been drafted that address updates to state statutes and the changing conditions and needs of the city.

**ANALYSIS**

Per section 163.3177 (1) 3, Florida statutes, comprehensive plans are required to be based upon permanent and seasonal population projections published by the Bureau of Economic and Business Research. Attached is a data and analysis document that identifies expected changes in population. The estimated growth in population, as identified by the State of Florida Shimberg Center for Affordable Housing, which publishes the population projections from the Bureau of Economic and Business Research, is below:

| City of Miami Beach Permanent Population Projections (2010-2040) | | | | | | |
|---|---|---|---|---|---|---|
| 2010 | 2016 | 2020 | 2025 | 2030 | 2035 | 2040 |
| 87,779 | 92,799 | 95,537 | 98,342 | 98,342 | 100,526 | 105,144 |

The expected population for the 2040 planning horizon of the comprehensive plan is 105,144. According to the estimate, there were 92,799 residents in 2016. Therefore, throughout the planning horizon, there is an expected population increase of 12,345 residents, per the statutorily required projections.

As the City of Miami Beach is built-out, it is expected that this population increase will be accommodated through infill redevelopment. The City expects to be able to accommodate an additional 2,655 residents in the North Beach Town Center – Central Core (TC-C) area, which currently has an estimated population of 735 residents, but can accommodate approximately 2,655 residents. It is anticipated that the remaining population can be accommodated through redevelopment of vacant or underutilized properties throughout the City.

Since the last update to the last Evaluation and Appraisal Report (EAR) the City has begun addressing significant issues related to sea-level rise and climate change. The City also faces issues regarding transportation and affordability.

In order to accommodate this growth and address other changes affecting the City, several amendments are being proposed to the Comprehensive Plan.

**SUMMARY OF PROPOSED CHANGES**

Below is a summary of changes that are being proposed to the Comprehensive Plan:

- Modifies the planning horizon from 2025 to 2040.
- Updates Goals, Objectives, and Policies to be consistent with changes in state law.
- Removes citations to obsolete Florida Statutes and Florida Administrative Code sections.
- The proposed amendment modifies the organization of the Comprehensive Plan to improve usability.

Specifically, the attached ordinance proposes to amend each element of the Comprehensive Plan as follows:

1. **Resilient Land Use and Development Element (RLU):**
    - Renames the Future Land Use Element to the *Resilient Land Use and Development Element*.
    - Adds sound planning criteria for consideration when making recommendations on future land use map (FLUM) and comprehensive plan amendments.
    - Removes the Parking (P) future land use category and designates those parcels as Public Facility: Governmental Uses (PF) to provide for greater flexibility.
    - Incorporates descriptions for RM-PS-1 and RM-PRD-2 future land use categories that were on the FLUM but not described in the element.
    - Improves internal consistency and clarity.

2. **Climate Resiliency and Sustainability Element (RSE)**:
    - The proposal merges policies from the Conservation/Coastal Zone Management into a new *Climate Resiliency and Sustainability Element*.
    - Incorporates guiding principles of the ULI Miami Beach Study.
    - Incorporates the Resilient 305 Strategy and the Miami Beach Strategic Plan (Commission adopted in 2019) to the list of referenced documents.
    - Updates *Adaptation Action Area* (AAA) strategies to utilize more relevant language.

- Incorporates strategies to promote placemaking as a way to complement sea level rise mitigation strategies.
- Incorporates policies to incentivize and support private property adaptation.
- Incorporates policies to support the City maintaining or improving its FEMA community rating system score.
- Provides policies to that ongoing environmental issues are addressed through proactive planning approaches.
- Incorporates policies to provide for the protection of cultural and historic resources.
- Provides that the City will consider ecologies when making decisions on future projects.
- Updates references to other environmental documents.
- Establishes policies to promote energy efficiency.
- Provides policies to improve the resiliency of the City's operations.
- Updates citations and improves internal consistency of previously existing policies.

3. **Transportation Element (TE):**
   - Reinforces policies regarding the adopted Transportation Master Plan and pedestrian-first mode hierarchy.
   - Incorporates polices to establish a transportation concurrency exception area and a mobility fee program and removes references to transportation concurrency management areas and levels of service to be consistent with the proposed mobility fee ordinances.
   - Provides policies authorizing the City to create pedestrian priority zones.
   - Incorporates additional policies to support the use of alternative modes of transportation.
   - Incorporates policies to support the City's circulator trolleys.
   - Provides policies to support the City's initiatives to improve bicycle infrastructure.
   - Provides guidance and standards for the preparation of transportation analyses and mitigation plans.
   - Provides policies to encourage the City to study freight loading patterns and mitigate the impacts of freight loading on the transportation network.
   - Provides policies to encourage parking garages to be designed to be convertible to other uses.
   - Provides polices to encourage resiliency through transportation infrastructure, such as pervious pavements, blue and green infrastructure, and reduction in the urban heat island effect.
   - Updates references and departmental citations.

4. **Housing Element (HE):**
   - Incorporates policies to provide guidance on the location of affordable and workforce housing.
   - Provides policies to provide for more energy-efficient housing within the City.

5. **Historic Preservation Element (HP):**
   - Directs the City to establish resiliency guidelines for the preservation of historic buildings.
   - Authorizes the City to establish neighborhood conservation districts and resiliency districts that incorporate the preservation of essential characteristics and adaptation to sea-level rise. The concept of resilience districts have been successful in other cities with important history. For example, the Gentilly Resilience District in New Orleans is a combination of efforts across Gentilly to reduce flood risk, slow land subsidence, improve energy reliability, and encourage neighborhood revitalization. The city's first Resilience District uses various approaches to water and land management that have been successfully piloted throughout New Orleans and, when implemented together, are

intended to create even greater neighborhood benefits—such as improved health, economic opportunity, environmental education, and recreation.

6. **Recreation and Open Space Element (ROS):**
    - Incorporates policies to enhance the development of linear parks.
    - Provides clarifications to policies regarding access to the waterfront and shoreline.
    - References the Capital Improvements Element for parks and recreation levels of service.
    - Encourages the incorporation of co-benefits, such as stormwater management and living with water concepts, into parks facilities.

7. **Infrastructure Element (INF):**
    - Provides policies that direct infrastructure to be provided that furthers the goals of the Climate Resiliency and Sustainability Element.
    - Encourages the incorporation of co-benefits, such as stormwater management and living with water concepts, into infrastructure projects.
    - Updates requirements for infrastructure to incorporate the City of Miami Beach Freeboard.

8. **Intergovernmental Coordination Element (ICE):**
    - Updates department and document citations.

9. **Public School Facilities Element (PSF):**
    - Renumbers policies for internal consistency.

10. **Capital Improvements Element (CIE):**
    - Updates polices regarding the City's capital facilities planning and procedures.
    - Revises Recreation and Open Space Levels of Service to be consistent with improved parks facilities.
    - Authorizes the City to explore replacing Recreation and Open Space Levels of Service with a Parks Impact fee to provide for additional flexibility.

11. **Comprehensive Plan Map Series**
    - Updates Future Land Use Map consistent with the revised Resilient Land Use and Development Element.
    - Updates the Coastal High Hazard Area map consistent with statutory requirements.
    - Updates transportation facility maps consistent with changes since the last update.

**UPDATE**

In addition to the policies transmitted by the Planning Board, the administration recommends the inclusion of the following Goals, Objectives, and Policies into the proposed amendments to the Comprehensive Plan, which are incorporated into the attached ordinance (double underlined):

1. Clarify in Policy RLU 2.4.4 that the Strategic Plan shall be the guiding document that provides structure and focus to policies and initiatives in order to successfully enhance community sustainability.

2. Establish Policy RSE 5.1.4 to encourage composting of organic waste in order to reduce the production of greenhouse gases generated from waste.

3. Establish Policy HE 2.3.8 to provide that through the land development regulations, the City

shall incorporate regulations to reduce the heat island effect from new residential buildings.

4. Clarify in Objective HP 3.2 to prioritize improvements to historic structures and districts with respect to sea level rise and climate change.

5. Establish Policy ROS 1.1.7 to encourage the development of living and hybrid shorelines that provide public access to the waterfront and educational opportunities on the natural environment for users.

6. Establish Policy ICE 1.1.13 to state that The City will continue to coordinate with Miami-Dade County and the City of Miami to implement the Resilient 305 Strategy.

7. Establish Policy ICE 1.1.14 to state that the City will continue to coordinate with the South Florida Climate Change Compact partners for climate change adaptation and mitigation planning.

8. Clarify the intent of the Infrastructure Element to mention that the standards will be based on the best available climate science and engineering.

**PLANNING BOARD REVIEW**

On July 23, 2019, the Planning Board, in its capacity as the Local Planning Agency per section 163.3174 FS, held a public hearing and transmitted the Comprehensive Plan amendments to the City Commission with a favorable recommendation by a vote of 5-0.

**CONCLUSION**

The Administration recommends that the City Commission approve the attached amendments to the Comprehensive Plan at first reading and authorize transmittal of the amendments to state review agencies; and set a second reading public hearing for October 16, 2019.

**Legislative Tracking**

Planning

**Sponsor**

Commissioner John Elizabeth Aleman

**ATTACHMENTS:**

**Description**

- EAR Amendments - Form Approved ORDINANCE
- EAR Amendments - Exhibit A - Elements
- EAR Amendments - 2019 Data and Analysis

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE CITY OF MIAMI BEACH YEAR 2025 COMPREHENSIVE PLAN, PURSUANT TO THE STATE COORDINATED REVIEW PROCESS OF SECTION 163.3184(4) AND (11), FLORIDA STATUTES, BY AMENDING GOALS, OBJECTIVES, POLICIES, AND DOCUMENT TITLES OF THE COMPREHENSIVE PLAN, INCLUDING THE FOLLOWING ELEMENTS: FUTURE LAND USE, TRANSPORTATION, HOUSING, PUBLIC SCHOOLS FACILITIES, INFRASTRUCTURE, RECREATION AND OPEN SPACE, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENTS PROGRAM, AND HISTORIC PRESERVATION; ESTABLISHING A NEW RESILIENCY AND SUSTAINABILITY ELEMENT THAT INCORPORATES THE CONSERVATION AND COASTAL ZONE MANAGEMENT GOALS, OBJECTIVES, AND POLICIES REQUIRED BY SECTION 163.3177, FLORIDA STATUTES; DELETING THE CONSERVATION/COASTAL ZONE MANAGEMENT ELEMENT; AND, PURSUANT TO FLORIDA ADMINISTRATIVE CODE RULE 73C-49 AND SECTION 163.3191, FLORIDA STATUTES, ENTITLED "EVALUATION AND APPRAISAL OF COMPREHENSIVE PLAN," INCORPORATING NECESSARY AMENDMENTS REFLECTING CHANGES IN STATE REQUIREMENTS, AND UPDATING THE COMPREHENSIVE PLAN BASED ON CHANGES IN LOCAL CONDITIONS SINCE THE LAST UPDATE BASED ON THE EVALUATION AND APPRAISAL REPORT UPDATE ADOPTED ON APRIL 13, 2011; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 163.3191(1), Florida Statutes, local governments are required to evaluate their comprehensive plans to determine if plan amendments are necessary to reflect changes in state requirements in this part since the last update of the comprehensive plan, and notify the state land planning agency as to its determination; and,

**WHEREAS**, at its April 13, 2011 meeting the City Commission adopted the Evaluation and Appraisal Report (EAR) based amendments, which were determined to be sufficient to meet the requirements of Section 163.3191, Florida Statutes; and

**WHEREAS**, on April 1, 2018, in accordance with the requirements of section 163.3191, Florida Statues and the timeframes in Rule 73C-49, Florida Administrative Code, the City of Miami Beach notified the State Land Planning Agency that it would be preparing amendments to update the Comprehensive Plan reflecting changes in state requirements and changes in local conditions; and

**WHEREAS**, the City of Miami Beach has proposed amendments to the policies of the comprehensive plan; and

**WHEREAS**, the City Commission hereby finds that the adoption of this Ordinance is in the best interest and welfare of the residents of the City; and

**WHEREAS,** the City Commission, upon first reading of this Ordinance, authorized transmittal of the evaluation and appraisal review based amendments to the Comprehensive Plan to the Department of Economic Opportunity and review agencies for the purpose of a

review in accordance with the State Coordinated Review process in 163.3184(4), Florida Statutes.

**NOW THEREFORE, BE IT ORDAINED BY MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, THAT:**

**SECTION 1.**
The City Commission hereby adopts the proposed amendments to the City's Comprehensive Plan attached herein as "Exhibit A," consistent with the requirements of section 163.3191, Florida Statutes.

**SECTION 2. REPEALER.**
All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 3. SEVERABILITY.**
If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 4. CODIFICATION.**
It is the intention of the City Commission that this Ordinance be entered into the Comprehensive Plan, and it is hereby ordained that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word. The Exhibits to this Ordinance that are not codified shall be kept on file with this Ordinance in the City Clerk's Office.

**SECTION 5. TRANSMITTAL.**
The Planning Director is hereby directed to transmit this ordinance to the appropriate state, regional and county agencies pursuant to the "State Coordinated Review Process," outlined in section 163.3184(4), Florida Statutes.

**SECTION 6. EFFECTIVE DATE.**
This ordinance shall take effect pursuant to the state land planning agency's notice of intent, pursuant to section 163.3184(4)(e).

**PASSED and ADOPTED** this ____ day of _____, 2019.

**ATTEST:**

_____
Dan Gelber, Mayor

_____
Rafael E. Granado City Clerk

First Reading: July 31, 2019
Second Reading: October _____, 2019

(Sponsor: Commissioner John Elizabeth Alemán)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/24/19 Date

NK

Verified By: _____
Thomas R. Mooney, AICP, Planning Director

# “Exhibit A”

# Evaluation and Appraisal Review Comprehensive Plan Amendments

# Miami Beach
# Comprehensive Plan
# Map Series

## RESILIENT LAND USE AND DEVELOPMENT ELEMENT

The Resilient Land Use and Development Element (RLU) of the Comprehensive Plan serves as a guide for future land development and redevelopment in a manner consistent with the City's vision of a vibrant and resilient Miami Beach, and the requirements of the Florida Statutes. The Principles, Goals, Objectives and Policies in the Resilient Land Use and Development Element are closely interrelated to most, if not all other elements in this Comprehensive Plan. Its function is to define future land uses and set their location, and to draw upon the core principles within the Comprehensive Plan to help ensure that growth is directed in a manner that is resilient, sustainable, supported by essential services, and improves the quality of life of the City and its residents.

### Land Use Principles & Goals

**GUIDING PRINCIPLES**

The intent of the guiding principles is to provide an overview of the priorities and objectives of the Element to aid in local government planning and decision making, including but not limited to the amendments to this Element and the City's Land Development Regulations, as well as applications for Future Land Use and Zoning map amendments.

**GOAL RLU 1** **LAND USE**

Preserve and enhance the character of Miami Beach and its quality of life through the implementation of future land use and land development requirements that maximize the potential for economic benefit and the enjoyment of natural and man-made resources, ~~by citizens~~ while minimizing the threat to health, safety and welfare posed by hazards, nuisances, incompatible land uses and environmental degradation.

**GOAL RLU 2 (New)** **INNOVATIVE, SUSTAINABLE AND RESILIENT DEVELOPMENT**

Encourage innovative development consistent with the historic resources of the City, while ensuring that redevelopment, investment and new development is constructed utilizing principles of sustainable and resilient development practices.

**GOAL RLU 3 (New)** **INTERGOVERNMENTAL AND PUBLIC FACILITIES**

Support intergovernmental coordination efforts, strategic partnerships, and enforcement of concurrency management requirements and mobility fees to maintain required levels of service for public facilities and to mitigate potential adverse impacts of new development and redevelopment.

**Guiding Principles**

The intent of the Guiding Principles is to provide an overview of the priorities and objectives of the Element to aid in local government planning and decision making, including but not limited to the amendments to this Element and the City's Land Development Regulations, as well as applications for Future Land Use and Zoning map amendments.

**Principle 1: Developing a Resilient Future**
The City shall encourage redevelopment that contributes to community resiliency by meeting all required peril of flood mitigation and storm hazard standards for on-site development and shall also prioritize energy efficient development that provides stormwater mitigation, and co-benefit features that contribute to the City's resiliency as a whole.

**Principle 2: Respecting the Ecological Endowment**
The City shall encourage redevelopment that respects the City's ecological endowment and provides for context sensitive development that improves or enhances the City's natural environment where feasible.

**Principle 3: Preserving Cultural Identity**
The City shall encourage redevelopment that protects historic resources to the greatest extent feasible, while allowing for adaptation to a changing climate and efficient reuse of historic structures. Local area and incremental adaptation strategies shall be preferred as they allow for the greatest protection of historic resources and promote the preservation of the cultural identity of Miami Beach.

**Principle 4: Prioritizing Alternative Modes of Transit**
The City shall encourage redevelopment that support the City's efforts to promote a multi-modal transportation network.

**Principle 5: Enhance Community Character**
The City shall encourage redevelopment that enhances the character of existing development by maximizing context sensitive design through appropriate architecture, compatible scale and pedestrian-friendly features.

**Principle 6: Prioritizing Workforce Housing**
The City shall encourage redevelopment that provides workforce and affordable housing.

## GOAL RLU 1 LAND USE

Preserve and enhance the character of Miami Beach and its quality of life through the implementation of future land use and land development requirements that ~~Ensure that the character and location of land uses~~ maximize the potential for economic benefit and the enjoyment of natural and man-made resources, ~~by citizens~~ while minimizing the threat to health, safety and welfare posed by hazards, nuisances, incompatible land uses and environmental degradation.

### Objective RLU 1.1: Establishment of Future Land Use Categories

The City hereby adopts future land use map categories to provide for an efficient distribution and compatible pattern of land uses, and to maintain and enhance the character of the community.

Table RLU 1.1

The following table is a reference guide that depicts the policy number, and maximum densities and intensities for each future land use map (FLUM) category.
(* = Refer to policy for limits)

| | FLUM Category | Density Limits (Units Per Acre) | Intensity Limits (Floor Area Ratio) | Reference (Policy #) |
|---|---|---|---|---|
| Residential | Single Family Residential (RS) | 7 units per acre | * | RLU 1.1.1 |
| | Townhouse Residential (TH) | 30 units per acre | 0.7 | RLU 1.1.2 |
| | Fisher Island Low Density Planned Residential (RM-PRD) | 25 units per acre | 1.6 | RLU 1.1.3 |
| | Allison Island Low Density Planned Residential Category (RM-PRD-2) | 25 units per acre | 1.45 | RLU 1.1.4 |
| | Low Density Multi Family Residential (RM-1) | 60 units per acre | 1.25* | RLU 1.1.5 |
| | Medium Density Multi Family Residential (RM-2) | 100 units per acre | 2.0 | RLU 1.1.6 |
| | High Density Multi Family Residential (RM-3) | 150 units per acre | 2.25* | RLU 1.1.7 |
| | Medium-Low Density Residential Performance Standard (R-PS-1) | 57 units per acre | 1.25 | RLU 1.1.22 |
| | Medium Density Residential Performance Standard (R-PS-2) | 70 units per acre | 1.5 | RLU 1.1.23 |
| | Medium-High Density Residential Performance Standard (R-PS-3) | 85 units per acre | 1.75 | RLU 1.1.24 |
| | High Density Residential Performance Standard (R-PS-4) | 102 units per acre | 2.0 | RLU 1.1.25 |
| Commercial / Industrial | Low Intensity Commercial (CD-1) | 60 units per acre | 1.0* | RLU 1.1.8 |
| | Medium Intensity Commercial (CD-2) | 100 units per acre | 1.5* | RLU 1.1.9 |
| | High Intensity Commercial (CD-3) | 150 units per acre | 2.0* | RLU 1.1.10 |
| | Urban Light Industrial (I-1) | N/A | 1.0 | RLU 1.1.21 |

| | FLUM Category | Density Limits (Units Per Acre) | Intensity Limits (Floor Area Ratio) | Reference (Policy #) |
|---|---|---|---|---|
| Mixed Use | Residential / Office (RO) | 56 units per acre | 1.25 | RLU 1.1.11 |
| | Mixed Use Entertainment (MXE) | 100 units per acre | 2.0 | RLU 1.1.13 |
| | Limited Mixed Use Commercial Performance Standard (C-PS1) | 80 units per acre | 2.0 | RLU 1.1.27 |
| | Limited Mixed Use Residential Performance Standard Category (RM-PS-1) | 102 units per acre | 1.50 | RLU 1.1.26 |
| | General Mixed Use Commercial Performance Standard (C-PS2) | 106 units per acre | 2.0 | RLU 1.1.28 |
| | Intensive Mixed Use Commercial Performance Standard (C-PS3) | 125 units per acre | 2.5 | RLU 1.1.29 |
| | ~~Phased~~ Bayside Intensive Mixed Use Commercial Performance Standard (C-PS4) | 125 units per acre | 2.5 | RLU 1.1.30 |
| | Town Center – Central Core (TC-C) | 150 units per acre | 3.5 | RLU 1.1.31 |
| | Town Center Core (TC-1) | 150 units per acre | 2.25* | RLU 1.1.32 |
| | Town Center Commercial (TC-2) | 100 units per acre | 2.0* | RLU 1.1.33 |
| | Town Center Residential Office (TC-3) | 60 units per acre | 1.25* | RLU 1.1.34 |
| Public / Recreation | Public Facility: Educational (PFE) | N/A | 2.0* | RLU 1.1.14 |
| | Special Public Facilities: Educational (SPE) | N/A | 2.5* | RLU 1.1.15 |
| | Public Facility: Hospital – PF (PF-HD) | N/A | 3.0 | RLU 1.1.16 |
| | Public Facility: Governmental Use (PF) | N/A | 3.5* | RLU 1.1.17 |
| | Public Facility: Convention Center Facilities (PF-CCC) | N/A | 2.75 | RLU 1.1.18 |
| | Recreation and Open Space Including Waterways (ROS) | N/A | 0.5 | RLU 1.1.19 |
| | Conservation Protected (C) | N/A | * | RLU 1.1.20 |
| | Marine Recreation (MR) | N/A | 0.25 | RLU 1.1.12 |

***Policy RLU 1.1.1 Single Family Residential ~~Category~~ (RS)***

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and new single family residential development.

Uses which may be permitted: Single family detached dwellings.

Density Limits: 7 residential units per acre.

Intensity Limits: Intensity may be limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy.

***Policy RLU 1.1.2 Townhome Residential ~~Category~~ (TH***)

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new townhome residential areas.

Uses which may be permitted: Single family detached dwellings and townhome dwellings. For the purposes of this use limitation, townhome dwellings are dwellings arranged on a site with other townhome dwellings in such a way that none of the townhome dwellings are above or below one another and so that each unit has its own ~~entrance to the out of doors~~ ingress and egress.

Density Limits: 30 dwellings units per acre.

Intensity Limits: Intensity may be limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the base intensity exceed a floor area ratio of 0.7

***Policy RLU 1.1.3 Fisher Island Low Density Planned Residential ~~Category~~ (RM-PRD)***

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new low density single family and multiple family residential areas on Fisher Island in large scale developments which are carried out in accordance with an overall development master plan and which have a greater variety of height, set back and similar configurations than would be appropriate in lot-by-lot development, and which may contain a limited accessory commercial component, not to exceed one-percent (1%) of the lot area of the site.

Uses which may be permitted: Single family detached dwellings, single family attached dwellings, townhouse dwellings, multiple family dwellings, and limited accessory commercial uses not to exceed one-percent (1%) of the lot area of the site.

Density Limits: 25 dwelling units per acre.

Intensity Limits: Intensity may be limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed a floor area ratio on 1.6.

***Policy RLU 1.1.4 Allison Island Low Density Planned Residential (RM-PRD-2)***

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new low-density multiple family planned residential areas on Allisson Island in large scale developments which are carried out in accordance with an overall development master plan and which have a greater variety of height, set back and similar configurations than would be appropriate in lot-by-lot development, and which may contain a limited accessory commercial component.

Uses which may be permitted: Single family detached dwellings, single family attached dwellings, townhouse dwellings, multiple family dwellings, and limited accessory commercial uses.

Density Limits: 25 dwelling units per acre.

Intensity Limits: Intensity may be limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed a floor area ratio on 1.45.

***Policy RLU 1.1.5 Low Density Multi Family Residential ~~Category~~ (RM-1)***

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new low density multi-family residential areas.

Uses which may be permitted: Single family detached dwellings; single family attached dwellings, townhouse dwellings and multiple family dwellings, and hotels for properties fronting Harding Avenue or Collins Avenue from the City Line on the north to 73rd Street on the south.

Non-conforming buildings containing non-conforming hotel uses, located on the north side of Belle Isle, and not within a local historic district, may be reconstructed to a maximum of 50% of the floor area of the existing building, provided that the uses contained within the hotel are not expanded in any way, including but not limited to, the number of hotel units and accessory food and beverage uses, the non-conformity of the building is lessened, and required parking for the surrounding neighborhoods with a minimum reduction of 50% of the daily trips on adjacent, two lane, arterial roadways, and improving the resiliency of the building.

Bed and breakfast inns are permitted in RM-1 only in the Flamingo Park Historic District and the West Avenue Bay Front Overlay District, both of which are described in the Land Development Regulations. Residential office and suite hotel uses are permitted in the West Avenue Bay Front Overlay District only.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 60 dwellings units per acre.

Intensity Limits: Intensity may be limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed a floor area ratio of 1.25, except for the following:

- the west side of Collins Avenue between 76th and 79th Streets shall not exceed a floor area ratio of 1.4; and

- Public and private institutions on a lot area equal to or less than 15,000 sq. ft shall not exceed a floor area ratio of 1.25, or for a lot area greater than 15,000 sq. ft. the floor area ratio shall not exceed 1.4

***Policy RLU 1.1.6 Medium Density Multi Family Residential ~~Category~~ (RM-2)***

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new medium density multi-family residential areas.

Uses which may be permitted: Single family detached dwellings, single family attached dwellings, townhouse dwellings, multiple family dwellings, apartment hotels and hotels. Residential office uses are permitted in RM-2 only in the West Avenue Bay Front Overlay District, as described in the Land Development Regulations. Places of assembly, restaurant, retail, and general office uses are main permitted uses in the Faena District Overlay as set forth in the Land Development Regulations.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 100 dwelling units per acre.

Intensity Limits: Intensity may be limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed a floor area ratio of 2.0.

***Policy RLU 1.1.7 High Density Multi Family Residential ~~Category~~ (RM-3)***

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new high density multi-family residential and hotel areas.

Uses which may be permitted: Single family detached dwellings, single family attached dwellings, townhouse dwellings, multiple family dwellings, apartment hotels and hotels.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 150 dwelling units per acre.

Intensity Limits: Intensity may be limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed the following:

- a floor area ratio of 2.25 on lot area equal to or less than 45,000 sq. ft.;
- a floor area ratio of 2.75 on lot area greater than 45,000 sq. ft.;
- a floor area ratio 3.0 on oceanfront lots with lot area greater than 45,000 sq. ft.;
- a floor area ratio of 2.0 on oceanfront lots in architectural district

- a floor area ratio of 3.0 for lots which, as of November 14, 1998, are oceanfront lots with a lot area greater than 100,000 sq. ft. with an existing building, however, the lesser of an additional floor area ratio of 0.15 or 20,000 sq. ft. for the purpose of providing hotel amenities.

***Policy RLU 1.1.8 Low Intensity Commercial ~~Category~~ (CD-1***)

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new low intensity commercial areas which primarily serve surrounding residential neighborhoods.

Uses which may be permitted: Various types of commercial uses including business and professional offices, retail sales and service establishments, eating and drinking establishments and apartment residential uses.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 60 dwelling units per acre.

Intensity Limits: a floor area ratio of 1.0 for commercial; 1.25 for residential or mixed use.

***Policy RLU 1.1.9 Medium Intensity Commercial ~~Category~~ (CD-2***)

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new medium intensity commercial areas which serve the entire City.

Uses which may be permitted: Various types of commercial uses including business and professional offices, retail sales and service establishments, eating and drinking establishments~~,~~; apartment residential uses~~,~~; apartment hotels~~,~~; and hotels.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 100 dwelling units per acre.

Intensity Limits: a floor area ratio of 1.5 for commercial; 2.0 for residential or mixed use.

***Policy RLU 1.1.10 High Intensity Commercial ~~Category~~ (CD-3***)

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new medium intensity commercial areas which primarily serve the entire City.

Uses which may be permitted: Various types of commercial uses including business and professional offices, retail sales and service establishments, eating and drinking establishments; apartment residential uses; apartment hotels; and hotels.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 150 dwelling units per acre.

Intensity Limits:

- a floor area ratio of 2.25 on lot area equal to or less than 45,000 sq. ft.;
- a floor area ratio of 2.75 on lot area greater than 45,000 sq. ft.;
- a floor area ratio 3.0 on oceanfront lots with lot area greater than 45,000 sq. ft.
- a floor area ratio of 2.0 on oceanfront lots in architectural district
- a floor area ratio of 3.0 for lots which, as of November 14, 1998, are oceanfront lots with a lot area greater than 100,000 sq. ft. with an existing building, however, the lesser of an additional floor area ratio of 0.15 or 20,000 sq. ft. for the purpose of providing hotel amenities may be available.

***Policy RLU 1.1.11* Residential / Office ~~Category~~ (RO)**

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new office residential areas which are compatible with single family and other residential development.

Uses which may be permitted: Offices and certain residential uses including single family detached dwellings, single family attached dwellings, townhouse dwellings and multiple family dwellings.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 56 dwelling units per acre.

Intensity Limits: a floor area ratio of 1.25.

***Policy RLU 1.1.12* Marine Recreation (MR)**

Purpose: To provide development opportunities for existing and new recreational boating activities and services facilities.

Uses which may be permitted: Marinas; boat docks; piers; etc. for noncommercial or commercial vessels and related upland structures; aquarium, restaurants, commercial uses.

Intensity Limits: Intensity may be limited by such setback, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complimentary public policy. However, in no case shall the intensity exceed a floor area ratio of 0.25.

***Policy RLU 1.1.13* Mixed Use Entertainment ~~Category~~ (MXE)**

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new mixed use areas which accommodate residential, hotel and commercial development.

Uses which may be permitted: Apartments, apartment hotels, hotels and various types of commercial uses including, business and professional offices (but not medical or dental offices), retail sales and service establishments, and eating and drinking establishments.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 100 dwelling units per acre.

Intensity Limits: a floor area ratio of 2.0.

***Policy RLU 1.1.14* Public Facility: Educational (PFE)**

Purpose: To provide development opportunities for existing and new public educational facilities.

Uses which may be permitted: Public educational facilities.

Intensity Limits: Intensity may be limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed a floor area ratio of 2.0. A floor area ratio of 3.5 shall be permitted on lots located within the North Beach Town Center Revitalization Overlay.

***Policy RLU 1.1.15* Special Public Facilities Educational ~~Category~~ (SPE)**

Purpose: To provide development opportunities for existing and new educational and religious facilities.

Uses which may be permitted: Public or private schools or educational or classroom facilities from pre-school through graduate and religious facilities including mikvehs.

Intensity Limits: Intensity may be limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed a floor area ratio of 2.5 with the following exceptions: those sites as defined in the City of Miami Beach Zoning Ordinance as the Fana Holtz High School Parcel shall have a maximum floor area ratio of 3.0 and the Mikveh Parcel shall have a maximum floor area ratio of 1.0.

***Policy RLU 1.1.16* Public Facility Hospital - PF (PF- HD)**

Purpose: To provide development opportunities for existing hospital facilities.

Uses which may be permitted: Hospital facilities.

Intensity Limits: Intensity may be limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed a floor area ratio on 3.0.

***Policy RLU 1.1.17 Public Facility: Governmental Uses (PF)***

Purpose: To provide development opportunities for existing and new government uses.

Uses which may be permitted: Government uses, parking facilities, affordable or workforce housing, various types of commercial uses including business and professional offices, retail sales and service establishments, and eating and drinking establishments.

Intensity Limits: Intensity may be limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed a floor area ratio of ~~2.0~~3.5. ~~A floor area ratio of 3.5 shall be permitted on lots located within the North Beach Town Center Revitalization Overlay.~~

***Policy RLU 1.1.18 Public Facility: Convention Center Facilities (PF-CCC)***

Purpose: To provide development opportunities for existing convention center and facilities necessary to support the convention center.

Uses which may be permitted: Convention facilities.

Intensity Limits: Intensity may be limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed a floor area ratio of 2.75.

~~***Policy 1.1.18 Parking (P)***~~

~~Purpose: to provide development opportunities for existing and new parking facilities.~~

~~Uses which may be permitted; Parking facilities and commercial and residential uses when located on frontage opposite a land use category that permits commercial use.~~

~~Intensity Limits: Intensity may be limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed a floor area ratio on 3.0~~.

***Policy RLU 1.1.19 Recreation and Open Space including Waterways (ROS)***

Purpose: To provide development opportunities for existing and new recreation and open space facilities, including waterways.

Uses which may be permitted: Recreation and open space facilities, including waterways.

Intensity Limits: Intensity may be limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the

purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed a floor area ratio on 0.5.

Undesignated Fisher Island Lots: Fisher Island lots that are not otherwise designated are hereby designated Recreation and Open Space. ***(Relocated Text)***

***Policy RLU 1.1.20 Conservation Protected (C)***

Purpose: To designate Atlantic dune locations which are protected from the inappropriate encroachment of development because they are a valuable natural resource that is unsuitable for most types of development in its natural state.

Uses which may be permitted: Open space.

***Policy RLU 1.1.21 Urban Light Industrial (I-1)***

Purpose: To provide development opportunities for existing and new light industrial facilities.

Uses which may be permitted: Light industrial and compatible retail and service facilities.

Intensity Limits: Intensity may be limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed a floor area ratio of 1.0.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

***Policy RLU 1.1.22 Medium-Low Density Residential "Performance Standard" ~~Category~~ (R-PS-1)***

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new residential areas which accommodate a mix of different residential types developed in accordance with flexible design standards.

Uses which may be permitted: Single family detached dwellings, single family attached dwellings, townhouse dwellings, apartments, apartment hotels and institutional uses.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 57 dwelling units per acre.

Intensity Floor Area Ratio Limits: 1.25.

***Policy RLU 1.1.23 Medium Density Residential "Performance Standard" ~~Category~~ (R-PS-2)***

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new residential areas which accommodate a mix of different residential types developed in accordance with flexible design standards.

Uses which may be permitted: Single family detached dwellings, single family attached dwellings, townhouse dwellings, apartments, apartment hotels and institutional uses.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 70 dwelling units per acre.

Intensity Floor Area Ratio Limits: 1.50

***Policy RLU 1.1.24 Medium-High Density Residential "Performance Standard" ~~Category~~ (R-PS-3)***

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new residential areas which accommodate a mix of different residential types developed in accordance with flexible design standards.

Uses which may be permitted: Single family detached dwellings, single family attached dwellings, townhouse dwellings, apartments, apartment hotels and institutional uses.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 85 dwelling units per acre.

Intensity Floor Area Ratio Limits: 1.75

***Policy RLU 1.1.25 High Density Residential "Performance Standard" ~~Category~~ (R-PS-4)***

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new residential areas which accommodate a mix of different residential types developed in accordance with flexible design standards.

Uses which may be permitted: Single family detached dwellings, single family attached dwellings, townhouse dwellings, apartments, apartment hotels, hotels and institutional uses.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 102 dwelling units per acre.

Intensity Floor Area Ratio Limits: 2.0

***Policy RLU 1.1.26*** **Limited Mixed Use Residential Performance Standard (RM-PS-1)**

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new residential areas which accommodate a mix of different residential types developed in accordance with flexible design standards.

Uses which may be permitted: Single family detached dwellings, single family attached dwellings, townhouse dwellings, apartments, and accessory commercial uses.

Density Limits: 80 dwelling units per acre.

Intensity Floor Area Ratio Limits: 1.50.

***Policy RLU 1.1.27*** ***Limited Mixed Use Commercial "Performance Standard" Category (C-PS1*****)**

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new residential areas which accommodate a mix of different residential types developed in accordance with flexible design standards.

Uses which may be permitted: Single family detached dwellings, single family attached dwellings, townhouse dwellings, apartments, apartment hotels, hotels and commercial uses.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 80 dwelling units per acre.

Intensity Floor Area Ratio Limits: 2.0.

***Policy RLU 1.1.28*** ***General Mixed Use Commercial "Performance Standard" Category (C-PS2*****)**

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new residential areas which accommodate a mix of different residential types developed in accordance with flexible design standards.

Uses which may be permitted: Single family detached dwellings, single family attached dwellings, townhouse dwellings, apartments, apartment hotels, hotels and commercial uses.
Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 106 dwelling units per acre.

Intensity Floor Area Ratio Limits: 2.0.

***Policy RLU 1.1.29 Intensive Mixed Use Commercial "Performance Standard" Category (C-PS3)***

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new residential areas which accommodate a mix of different residential types developed in accordance with flexible design standards.

Uses which may be permitted: Single family detached dwellings, single family attached dwellings, townhouse dwellings, apartments, apartment hotels, hotels, and commercial uses.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 125 dwelling units per acre.

Large Lot and Urban Design Bonus Intensity Floor Area Ratio Limits: 2.5.

***Policy RLU 1.1.30 Phased Bayside Intensive Mixed Use Commercial "Performance Standard" Category (C-PS4)***

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new residential areas which accommodate a mix of different residential types developed in accordance with flexible design standards.

Uses which may be permitted: Single family detached dwellings, single family attached dwellings, townhouse dwellings, apartments, apartment hotels, hotels and commercial uses.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 125 dwelling units per acre.

Intensity Floor Area Ratio Limits: 2.5.

***Policy RLU 1.1.31 Town Center – Central Core Category (TC-C)***

Purpose: To encourage and enhance the high-intensity commercial employment center function of the North Beach Town Center's Central Core area; support the Town Center's role as the hub of community-wide importance for business, office, retail, governmental services, culture and entertainment; promote development of a compact, pedestrian and transit oriented, mixed-use area; provide opportunities for live-work lifestyles; and create a place that represents a unique, attractive and memorable destination for residents and visitors.

Uses which may be Permitted: Various types of commercial uses including, business and professional offices, retail sales and service establishments, eating and drinking establishments, outdoor cafes, artisanal retail, neighborhood fulfillment centers; residential uses; and hotels.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 150 dwelling units per acre.~~;~~

Intensity Limits: a floor area ratio of 3.5.

Intensity may be further limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed the floor area ratio identified above.

***Policy RLU 1.1.32* Town Center Core Category (TC-1)**

Purpose: To encourage and enhance the high-intensity commercial employment center function of the Town Center's core area, as well as, support the Town Center's role as the hub of community-wide importance for business, office, retail, governmental services, culture and entertainment.

Uses which may be permitted: Various types of commercial uses including, business and professional offices, retail sales and service establishments, eating and drinking establishments; and apartment residential uses; apartment hotels; and hotels.

Other uses which may be permitted are accessory uses that are incidental to and customarily associated with the main permitted uses such as accessory outdoor bar counter, sidewalk café, storage of supplies normally used in connection with a permitted use, off-street parking and loading, and other similar accessory uses.

The conditional uses which may be permitted are public and private institutions such as adult congregate living facilities, nursing homes, religious uses, schools, day care, museums, theaters, cultural and similar uses; parking lots and garages; commercial uses of an impact or intensity deemed to require additional review such as outdoor entertainment establishment, neighborhood impact establishment, open air entertainment establishment; and video arcades.

Density Limits: 150 dwelling units per acre.

Intensity Limits: A floor area ratio of 2.25 on lot area equal to or less than 45,000 sq. ft. and a floor area ratio of 2.75 on lot area greater than 45,000 sq. ft. A floor area ratio of 3.5 shall be permitted on lots located within the North Beach Town Center Revitalization Overlay.

Intensity may be further limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed the floor area ratio identified above.

***Policy RLU 1.1.33* Town Center Commercial Category (TC-2)**

Purpose: To provide support for medium intensity mixed-use (residential/nonresidential) projects with active retail ground floor uses.

Uses which may be permitted: Various types of commercial uses including, business and professional offices, retail sales and service establishments, eating and drinking establishments, apartment residential uses, hotels, and apartment hotels.

Other uses which may be permitted are accessory uses that are incidental to and customarily associated with the main permitted uses such as accessory outdoor bar counter, sidewalk café, storage of supplies normally used in connection with a permitted use, off-street parking and loading, and other similar accessory uses.

The conditional uses which may be permitted are public and private institutions such as adult congregate living facilities, nursing homes, religious uses, schools, day care, museums, theaters, cultural and similar uses; parking lots and garages; commercial uses of an impact or intensity deemed to require additional review such as outdoor entertainment establishment, neighborhood impact establishment, open air entertainment establishment; and video arcades.

Density Limits: 100 dwelling units per acre

Intensity Limits: A floor area ratio of 1.5 for commercial; 2.0 for residential or mixed use. A floor area ratio of 3.5 shall be permitted on lots located within the North Beach Town Center Revitalization Overlay.

Intensity may be further limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed the floor area ratio identified above.

***Policy RLU 1.1.34 Town Center Residential Office (TC-3)***

Purpose: To provide a transition between the high intensity Town Center Core and the surrounding low intensity residential multi-family districts, by providing for contextually compatible residential and mixed-use development within an established, pedestrian, bicycle and transit oriented residential environment. Office and tourist lodging facilities are intended to provide a variety of employment opportunities to support the local economy and to reduce the need for long distance home to work vehicle trips. Neighborhood oriented retail and service uses are intended to provide opportunities for small business development and to enliven the pedestrian environment.

Uses which may be permitted: Existing single family detached dwellings; single family attached dwellings, townhouse dwellings, multiple family dwellings, offices, hotels, and neighborhood retail and services.

Other uses which may be permitted are accessory uses that are incidental to and customarily associated with the main permitted uses ~~such as a~~ specifically authorized in this land use category, including dining room, health club or other services solely for use of the occupants of an apartment building, accessory restaurants, bars and services in a hotel, sidewalk café, storage of supplies normally used in connection with a permitted use, off-street parking and loading, and other similar accessory uses~~.~~ as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

The conditional uses which may be permitted are public and private institutions such as adult congregate living facilities, nursing homes, religious uses, schools, day care and similar institutional uses, hotels, parking lots and garages, and neighborhood-oriented retail and personal service uses.

Density Limits: 60 dwelling units per acre.

Intensity Limits: A floor area ratio of 1.25. A floor area ratio of 3.5 shall be permitted on lots located within the North Beach Town Center Revitalization Overlay.

Intensity may be further limited by such set back, height, floor area ratio and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complementary public policy. However, in no case shall the intensity exceed the floor area ratio identified above.

**OBJECTIVE RLU 1.2 (*Previously Objective 1*): LAND USE REGULATION ~~LAND DEVELOPMENT REGULATIONS~~**

Future growth and development, redevelopment and rehabilitation will be managed through the preparation, adoption, implementation and enforcement of Land Development Regulations (LDR) consistent with the Comprehensive Plan and with s.163.3202, F.S.

**NEW Policy RLU 1.2.1**
The City shall adopt and maintain Land Development Regulations and zoning districts that are based on the principles, goals, objectives and policies; future land use categories; and maximum densities and intensities established by this plan.

**Policy RLU 1.2.2 (*Previously Policy 1.1*)**

Continue to administer Land Development Regulations (LDR) consistent with s.163.3202, F.S. that shall also contain specific and detailed provisions required to implement the adopted Comprehensive Plan and which as a minimum:

1. Regulate the subdivision of land;

2. Regulate the use of land and water consistent with this Element and ensure the compatibility of adjacent land uses and provide for open space;

3. Protect the Conservation (beach) lands designated on the Future Land Use Map and in the Conservation Element;

4. Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management;

5. Regulate design of architecturally significant and oceanfront buildings;

6. Regulate signage;

7. Ensure safe and convenient traffic flow and vehicle parking needs; and

8. Provide that development orders and permits shall not be issued which result in a reduction of the level of services for the affected public facilities below the level of service standards adopted in this Comprehensive Plan.

~~Note: The Zoning Ordinance of the City was extensively amended in 1989 to carry out the 1989 Comprehensive Plan resulting in a set of Land Development Regulations (LDR). The Zoning Ordinance was codified and included in the City Code as Subpart B, Land Development Regulations adopted by ordinance on July 1, 1998.~~

~~**Policy 1.2**~~

~~The Land Development Regulations which implement this Comprehensive Plan shall, at a minimum, be based on and be consistent with s.163.3202, F.S., and shall further be based on the following standards for land use category, land use intensity and land use:~~

~~All casino and gambling operations, including but not limited to those casino and gambling operations authorized pursuant to chapters 550 and 551, Florida Statutes, are hereby prohibited in any land use category within the City of Miami Beach. Casino and gambling shall include not be limited to: any machine of chance regulated by the state compact or chapters 550 and 551, as may be amended from time to time, pari-mutuel uses, horse racing, dog racing, jai alai, fantasy contests, and associated gambling or casino related uses. Certain exemptions pursuant to chapter 849, Florida Statutes relating to nonprofits, charitable organizations, veterans organizations, homeowners associates, cooperative associations, bowling tournaments, or game promotion in connection with the sale of consumer products or services may be provided under the Land Development Regulations.~~

~~Pursuant to the procedures and limitations of the Land Development Regulations, the maximum density of the underlying future land use category may be increased by up to 80 percent beyond the allowable density in the underlying future land use category for developments that incorporate workforce or affordable housing units. The additional density may only be utilized for workforce or affordable housing units.~~

**Policy RLU 1.2.3** ***Density and Intensity Implementation Criteria*** **(*Relocated Text*)**

~~Implementation of Density and Intensity Limits: density and intensity limits established by this plan shall be implemented by development code zoning districts which may permit, in accordance with the legislative judgment of the city commission, densities and intensities up to and including, but not greater than the density and intensity specified for each land use category. For all residential uses, densities (expressed as the maximum permitted number of dwelling units per acre) and intensities (expressed as the maximum permitted floor area ratio) shall apply as a limit on development and no development which exceeds either the maximum permitted number of dwelling units or the maximum permitted floor area ratio shall be approved.~~ (*Relocated stricken language to Policy 1.2.1 and shortened*) The following criteria address the implementation of density and intensity maximums identified in this Plan:

a. *Interaction of Density and Intensity Limits on Individual Lots: Both density and intensity restrictions shall apply to residential uses. Only intensity restrictions shall apply to non-residential uses. No lot area which is counted toward meeting the lot area required for the residential uses on a lot shall also be counted toward meeting the lot area required for non-residential uses on the same lot.*

b. *Apartment hotels are hereby defined as residential uses. Hotels are hereby defined as non-residential uses. For the purpose of this policy, a hotel is a building occupied or intended to be occupied exclusively by transient residents or transient residents plus any live-in staff. An apartment hotel is a building occupied or intended to be occupied by transient residents in one or more hotel units and permanent residents in residential units.*

**Policy RLU 1.2.4 Casino and Gambling** *(Relocated - Previously Policy 1.2*)

*All casino and gambling operations, including but not limited to those casino and gambling operations authorized pursuant to chapters 550 and 551, Florida Statutes, are hereby prohibited in any land use category within the City of Miami Beach. Casino and gambling shall include but not be limited to: any machine of chance regulated by the state compact or chapters 550 and 551, as may be amended from time to time, pari-mutuel uses, horse racing, dog racing, jai alai, fantasy contests, and associated gambling or casino related uses. Certain exemptions pursuant to chapter 849, Florida Statutes relating to nonprofits, charitable organizations, veterans' organizations, homeowners associations, condominium associations, cooperative associations, bowling tournaments, or game promotion in connection with the sale of consumer products or services may be provided under the Land Development Regulations.*

**Policy RLU 1.2.5 Workforce Housing** (*Relocated - Previously Policy 1.2)*
*Pursuant to the procedures and limitations of the Land Development Regulations, the maximum density of the underlying future land use category may be increased by up to 80 percent beyond the allowable density in the underlying future land use category for developments that incorporate workforce or affordable housing units. The additional density may only be utilized for workforce or affordable housing units.*

**Policy ~~1.3~~ RLU 1.2.6 Religious Institutions (*Relocated -Previously Policy 1.3*)**

The City shall process amendments to the Land Development Regulations concerning religious institutions to bring such regulations into compliance with state and federal law, which amendments shall be considered consistent with the requirements of this comprehensive plan.

**Policy ~~1.4~~ RLU 1.2.7 Water Supply**

The City, through the Land Development Regulations will coordinate the land uses and future land use changes with the availability of water supplies and water supply facilities.

**OBJECTIVE RLU 1.3 (Previously Objective 2): LAND USE COMPATIBILTY**

Land Development Regulations will be used to address the location, type, size and intensity of land uses and to ensure adequate land use compatibility between residential and non-residential land uses.

**Policy ~~2.1~~ RLU 1.3.1**

Land Development Regulations shall continue to address the location and extent of non-residential land uses in accordance with the Future Land Use map and the policies and descriptions of types, sizes and intensities of land uses contained in this Element.

**Policy ~~2.2~~ RLU 1.3.2**

Development in land use categories which permit both residential and non-residential uses shall be regulated by formalized Land Development Regulations which are designed to ensure adequate land use compatibility.

Compatibility shall be achieved by one or more of the following:

1. enumeration of special land uses which may be particularly incompatible with residential uses and may be prohibited in specified areas or zoning districts;

2. enumeration of special land use administrative procedures such as Conditional Use approval, which require public hearings prior to special land use approval. In determining incompatibility consideration shall be given to noise, lighting, shadows, access, traffic, parking, height, bulk, landscaping, hours of operation, buffering and any other criteria that may be important to ensure that necessary safeguards are provided for the protection of surrounding property, persons, and neighborhood values;

3. enumeration of special land use criteria such as minimum required distance separations from residential districts or uses or allowable hours of operation, to ensure that non-residential special land uses are properly located with respect to any residential uses to which they may be incompatible; and

4. the vertical separation of residential and non-residential uses within mixed use buildings through the use of land use regulations on accessory uses within residential buildings, and the identification of those types of commercial uses which are particularly incompatible with residential uses and which shall therefore NOT be permitted in mixed use buildings.

**Policy ~~2.3~~ RLU 1.3.3**

Public educational facilities are an allowable use in all Future Land Use Categories.

**OBJECTIVE ~~7~~ RLU 1.4: INCONSISTENT USES**

The City Land Development Regulations shall continue to provide for the discontinuation of non-conforming land and building uses which are incompatible or inconsistent with the Future Land Use Plan.

**Policy ~~7.1~~ RLU 1.4.1**

Expansion or replacement of land uses, which are incompatible with the Future Land Use Plan, shall be prohibited, unless otherwise specified within a future land use category or designation, and enforced through zoning decisions.

**Policy ~~7.2~~ RLU 1.4.2**

Regulations for buffering of incompatible land uses shall continue to be enforced as set forth in the City's Land Development Regulations, consistent with s.163.3202, *F.S*.

**GOAL RLU 2 INNOVATIVE, SUSTAINABLE AND RESILIENT DEVELOPMENT**

Encourage innovative development consistent with the historic resources of the City, while ensuring that redevelopment, investment and new development is constructed utilizing principles of sustainable and resilient development practices.

**OBJECTIVE RLU 2.1: INNOVATIVE DEVELOPMENT**

The Land Development Regulations shall continue to be consistent with s.163.3202, *F.S*. and with the Future Land Use map, consistent with sound planning principles, minimal natural limitations, the goals, objectives and policies contained within this plan, and the desired community character, and which shall emphasize innovative land development techniques, such as mixed use development.

**Policy ~~3.1~~ RLU 2.1.1**

Innovative land use development patterns, including mixed uses shall continue to be permitted and encouraged through the provision of LDR incentives such as additional floor area when at least 25% of the total area of a building is residential or hotel as identified in specific future land use categories, and/or shared parking for mixed uses (commercial/office/residential) ~~in areas designated as commercial in the Future Land Use Map~~.

**Policy ~~3.2~~ RLU 2.1.2**

Residential multifamily rehabilitation projects shall combine undersized units, if individual units consist of less than 200 square feet, to provide minimum unit size apartment units, as specified in the LDR.

**Policy ~~3.3~~ RLU 2.1.3**

Off-street parking requirements may be waived for uses within existing buildings in historic districts. In order to encourage the compatibility of new construction in historic districts, and the adaptive re-use of existing buildings outside of historic districts, off-street parking requirements may be satisfied through the payment of a fee in-lieu of parking.

**Policy RLU 2.1.4**

Mixed use developments will continue to be encouraged in all areas designated as commercial/residential and MXE by creating districts in the Land Development Regulations which are consistent with s.163.3202, *F.S*. and which will permit combined hotel, residential and commercial developments in accordance with Objective 1 of this Future Land Use Element.

**Policy RLU 2.1.5**

The City of Miami Beach is designated as a dense urban land area pursuant to section 380.0651(3)(a), Florida Statutes and as such is exempt from the development of regional impact requirements in section 380.06, Florida Statutes. ~~Those geographic areas of the City which are designated on the Future Land Use Map as High Intensity Residential, Residential/Commercial High Intensity, are hereby specifically designated as highly suitable for increased threshold intensity for the purpose of development of regional impact thresholds contained in Chapter 380, Florida Statutes, and Chapter 28-24, Florida Administrative Code~~.

**Policy RLU 2.1.6**

Maximize unpaved landscape to allow for more stormwater infiltration. Encourage planting of vegetation that is highly water absorbent, Florida friendly or native, able to ~~can~~ withstand the marine environment, and ~~the impacts of~~ tropical storm winds. Encourage development measures that include innovative climate adaption and mitigation designs with creative co-benefits where possible, through the Land Development Regulations and regulations related to the "Care and Maintenance of Trees and Plants" within the City Code of Ordinances.

**Policy ~~4.2~~ RLU 2.1.7.** (*Relocated text*)

*Within areas designated on the Future Land Use Map as conservation, no new development, or expansion or replacement of existing development shall be permitted except re-vegetation and construction of a beachfront promenade.*

**OBJECTIVE RLU 2.2: HISTORIC ~~AND NATURAL~~ RESOURCE PROTECTION**

The Land Development Regulations of the City Code shall continue ~~to be consistent with s.163.3202, *F.S.* in order~~ to protect conservation and historic resources.

**Policy ~~4.1~~ RLU 2.2.1**

Areas designated as historic shall continue to have development reviewed under Chapter 118, Article X of the Land Development Regulations of the City Code as follows:

a. Residential rehabilitation shall conform to adopted design standards;

b. Recreational development must be compatible with the surrounding environment and shall be subject to performance standards adopted in the Land Development Regulations:

c. The clearing of trees~~,~~ shall be prohibited, except per the process identified in the City's tree preservation and protection ordinance ~~unless specifically permitted by Miami-Dade County~~;

d. All applications for development approval shall be subject to site plan and design review;

e. Demolition of historic buildings shall be limited by requirements to conform to applicable provisions of the City's historic preservation ordinance.

**~~Policy 4.2~~ 2.2 (*Relocated under Objective 2.1*)**

~~Within areas designated on the Future Land Use Map as conservation, no new development, or expansion or replacement of existing development shall be permitted except re-vegetation and construction of a beachfront promenade.~~

**Policy RLU 2.2.2**

Historic resources shall continue to be protected through designation as historic sites by the City or State.

**Policy RLU 2.2.3**

A list of designated historic resources shall be submitted to U.S. Department of Interior for inclusion on the National Register of Historic Places.

**Policy RLU 2.2.4**

Miami Beach shall continue, with the assistance of preservationists, to update the new database of significant historic resources which are in need of protection.

**Policy RLU 2.2.5**

Adaptive reuse of historic structures shall be given priority over activities that would harm or destroy the historic values of such resources in conformance with the Land Development Regulations of the City Code.

**OBJECTIVE RLU 2.3: ~~HURRICANE~~ EVACUATION DENSITY INCREASE LIMITATION**

Continue to coordinate City (*i.e.*, coastal area) population densities with the Miami-Dade County Emergency Operations Plan, which is the local hurricane evacuation plan for Miami Beach, and the Lower southeast Florida Hurricane Evacuation Plan, the regional hurricane evacuation plan by approving no Future Land Use map or zoning map amendments that increase density, except to foster the development of workforce or affordable housing. ***(Updated for internal consistency per Conservation/Coastal Zone Management Element Policy 9.2 and amendment 17-4ESR)***

**Policy RLU 2.3.1**
Permitted City population densities achieved by the 1998-1999 down-planning shall be maintained in order to better conform to Coastal High Hazard area requirements.

**Policy RLU 2.3.2**

Permitted city population densities achieved by the 1999 down-planning shall be maintained in order to better conform to the Miami-Dade County Offices of Emergency Management's Emergency Operations Plan.

**Policy RLU 2.3.3**

The City shall continue to coordinate with the Miami-Dade County Emergency Plan with regard to any amendments to the existing population densities.

~~**OBJECTIVE 9: TOPOGRAPHY**~~

~~The City shall coordinate future land uses with the appropriate topography. (Note: An objective 9J-5.006(3)(b) as it relates to soil conditions is not applicable as the City's soils consist entirely of man-made soils and beach sand).~~

**OBJECTIVE RLU 2.4: RESILIENT AND SUSTAINABLE DEVELOPMENT**
Identify and implement resilient and sustainable development best practices to encourage effective long-term investments that sustain and/or the quality of life for residents.

**Policy ~~9.1~~ RLU 2.4.1**

The City shall continue to require that first floor elevations be constructed at FEMA's required minimum flood elevation at mean low tide to allow maximum protection during flood conditions. This provision shall not apply within Historic Preservation Districts where first floor elevations may be set below the minimum flood elevations, but shall be set at the highest level consistent with the historic character of the area.

~~**OBJECTIVE 10: REDEVELOPMENT**~~

**Policy RLU 2.4.2** (Consolidated policies 10.1 & 10.2)
The City shall maintain its existing redevelopment area program and implement adopted redevelopment plans and projects:

- City Center/Historic Convention Village Redevelopment Plan (2001)
- South Pointe Redevelopment Area projects

~~**Policy 10.1**~~

~~The City shall continue to implement the City Center/Historic Convention Village redevelopment plan, including the 2001 plan amendments.~~

~~.Policy 10.2~~

~~The City shall continue to implement the South Pointe Redevelopment Area~~ projects.

~~**OBJECTIVE 12**~~**: Policy RLU 2.4.3 ~~ECONOMIC ENERGY ZONE~~**

As a goal of the City to adopt policies and programs that implement in Miami Beach actions that strive to protect the environment, the City designated the entire municipality to participate in the "Energy Economic Zone Pilot Program Communities" Codified in Chapter 2009-89, Laws of Florida, Section 7.

**Policy ~~12.1~~ RLU 2.4.4**

The Miami Beach ~~Sustainability~~ Strategic Plan shall be the guiding document ~~(Strategic Plan)~~ that provides structure and focus to policies and initiatives in order to successfully enhance community sustainability.

~~Note: The following are not applicable to Miami Beach:~~

~~Objective 9J-5.006(3)(b)7 urban sprawl~~
~~Policy 9J-5.006(3)(c) 6 wellfields~~

**GOAL RLU 3 INTERGOVERNMENTAL COORDATION AND PUBLIC FACILITIES**

Support intergovernmental coordination efforts, strategic partnerships and enforce concurrency management requirements to maintain required levels of service for essential public facilities, and to mitigate potential adverse impacts of new development and redevelopment.

**OBJECTIVE 6 RLU 3.1: CONCURRENCY MANAGEMENT AND MOBILITY FEES**

Ensure consistency with adopted concurrency requirements of Section 163.3180, Florida Statutes and adequate land for public utilities.

**Policy 6.1 RLU 3.1.1**

The City shall continue to participate in the Miami-Dade County impact fee ordinance program.

**Policy 6.2 RLU 3.1.2**

Land Development Regulations pertaining to concurrency management shall be amended to reflect Ch. 163.3180, Florida Statutes and this policy. No development permit shall be issued unless the applicable Mobility Fees and public facilities necessitated by the project (in order to meet level of service standards specified in the Policies of the, Recreation, Public Schools and Infrastructure Elements, and the Water Supply Plan) will be in place concurrent with the impacts of the pursuant to the regulations established in the Land Development Regulations. The requirement that no development permit shall be issued unless applicable mobility fees are paid and public facilities necessitated by the project are in place concurrent with the impacts of development shall be effective immediately.:

Acceptable Level of Service Standards for public facilities in the City of Miami Beach are established in the Capital Improvements Program Element.:
(*Stricken text below was relocated to CIP if not already duplicated in that element)*

a. Recreation and Open Space – The National Recreation and Park Association's suggested minimum requirement for recreation and open space ten (10) acres of recreation and open space per one thousand (1,000) permanent and seasonal residents is established as the minimum Level of Service Standard for the entire system.
b. Potable Water Transmission Capacity
    - 140 Average gallons per capita per day;
    - 168 Peak gallons per capita per day
    - Non-residential uses:
        - Hotel: 75 gallons per day per room
        - Office: 0.084 gallons per day per square foot
        - Retail: 0.18 gallons per day per square foot
        - Industrial: 0.084 gallons per day per square foot
        - Restaurant: 65 gallons per day per seat
        - School: 12 gallons per day per student
c. Sanitary Sewer Transmission Capacity – 140 Average gallons per capita per day
d. Storm Sewer Capacity – One-in-ten-year storm event.
e. Solid Waste Collection Capacity – 1.275 tons per capita per year
f. All development and redevelopment shall be exempt from Transportation Concurrency. The City of Miami Beach is a Transportation Concurrency Exception Area; as such, Mobility Fees shall be assessed to fund mobility improvements identified in the Transportation Master Plan and other transportation needs.

g. ~~Miami-Dade Public Schools - Beginning January 1, 2008, the adopted level of service (LOS) standard for all Miami-Dade County public school facilities is 100% utilization of Florida Inventory of School Houses (FISH) Capacity (With Relocatable Classrooms). This LOS standard shall be applicable in each public school concurrency service area (CSA), defined as the public school attendance boundary established by the Miami-Dade County Public Schools.~~

~~1. Measuring Conformance with the Level-of-Service~~

~~Public facility capacity availability shall be determined by the Concurrency Management User's Procedural Guide (a supplement to the land development code), which contains the formulas for calculating compliance.~~

~~◊ The capacity of new facilities may be counted only if one or more of the following can be demonstrated:~~

~~(A) For water, sewer, solid waste and drainage:~~

~~(1) Prior to approval of a building permit or its functional equivalent, the City shall consult with the applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the local government of a certificate of occupancy or its functional equivalent.~~

~~(2) The necessary facilities are in place and available at the time a certificate of occupancy is issued, or~~

~~(3) The new facilities are guaranteed in an enforceable development agreement to be in place when the impacts of development occur. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes, or an agreement or development order pursuant to Chapter 380, Florida Statutes (the Development of Regional Impact authorization).~~

~~In the case of water, sewers, solid waste and recreation, the formulas must reflect the latest population vis a vis flows or park acreage.~~

~~Design capacity shall be determined as follows:~~

~~Sewage: the capacity of the County sewage treatment system.~~

~~Water: the capacity of the County water treatment and storage system.~~

~~Solid waste: the capacity of the County disposal system.~~

~~Drainage: The on-site detention capability and/or storm sewer capacity.~~

~~(B) For recreation:~~

~~(1) Parks and recreation facilities to serve new development shall be in place or under actual construction no later than 1 year after issuance of a certificate of occupancy or its functional equivalent.~~

~~(2) The new facilities are the subject of a binding executed contract for the construction of facilities to be completed within one year of the time the certificate of occupancy is issued, or~~

~~(3) A development agreement as outlined in (A) (3) above but requiring construction to begin within one year of certificate of occupancy issuance.~~

~~Recreation: Measurement shall be based on recreation data in the Comprehensive Plan plus the latest City population estimate with any necessary interpretation provided by the City manager or designee thereof.~~

~~2. Concurrency Monitoring System~~

~~The manager or designee thereof shall be responsible for monitoring facility capacities and development activity to ensure that the concurrency management system data base is kept current, i.e., includes all existing and committed development. This data base shall be used to systematically update the formulas used to assess projects. An annual report shall be prepared.~~

~~3. Capacity Reservation~~

~~Any development permit application which includes a specific plan for development, including densities and intensities, shall require a concurrency review per Part III, Chapter 33G of the Miami-Dade County Code of Ordinances. Compliance will be finally calculated and capacity reserved at time of final action of building permit, certificate of occupancy, business tax receipt, or similar permit, whichever comes first. Phasing of development is authorized. Applications for development permits shall be chronologically logged upon approval to determine rights to available capacity. A capacity reservation shall be valid for a time to be specified in the land development code; if construction is not initiated during this period, the reservation shall be terminated.~~

~~4. Administration~~

~~The City manager (or designee thereof) shall be responsible for concurrency management. The land development code shall specify administrative procedures, including an appeals mechanism, exemptions, plan modifications, burden of proof, etc.~~

~~5. Project Impact or Demand Measurement~~

~~The Land Development Regulations will contain the formulas for calculating compliance plus tables which provide generation rates for water use, sewer use, solid waste and traffic, by land use category. Alternative methods acceptable to the Director may also be used by the applicant for levels of service subject to concurrency requirements.~~

**~~Policy LU 3.1.3~~**

~~As a part of the capital improvement program process, public facilities and utilities shall be located to:~~

~~a) maximize the efficiency of services provided;~~
~~b) minimize their cost; and~~
~~c) minimize their impacts on the natural environment~~

**OBJECTIVE RLU 3.2: LAND FOR UTILITY FACILITIES**

The city shall assure the ability to provide land needed for utility facilities to serve the Future Land Use Plan.

**Policy RLU 3.2.1**

The LDRs shall continue to provide for the land needed by utility systems.

**OBJECTIVE RLU 3.3: INTERGOVERNMENTAL COORDINATION**

The City shall improve coordination with affected and appropriate governments and agencies to maximize their input into the development process and mitigate potential adverse impacts of future development and redevelopment activities, particularly relative to Biscayne Bay.

**Policy RLU 3.3.1**

Recommendations and corrective actions described in the Intergovernmental Coordination Element are hereby incorporated by reference and shall continue to be implemented.

**Policy RLU 3.3.2**

Requests for development orders or permits shall be coordinated, as appropriate, with Miami-Dade County, Miami-Dade County Public Schools, special districts, the Regional Planning Council, the Water Management District and state and federal agencies. Special emphasis shall be placed on conformance with the Biscayne Bay Aquatic Preserve Management Plan and by achieving Biscayne Bay Shoreline Development Review Committee review of 100 percent of applicable projects.

**OBJECTIVE RLU 3.4: COOPERATION WITH MILITARY INSTALLATIONS**

The City will cooperate with the U.S. Coast Guard station located within its jurisdiction by exchanging and providing information to prevent encroachment of incompatible land uses in order to facilitate its continued presence in the City.

**Policy RLU 3.4.1**

The City will transmit to the commanding officer information relating to proposed changes to comprehensive plans, plan amendments, and proposed changes to Land Development

Regulations which, if approved, would affect the intensity, density, or use of the land adjacent to or in close proximity to the U.S. Coast Guard Station.

**Policy RLU 3.4.2**

The City will provide the commanding officer or his or her designee an opportunity to review and submit comments on the proposed changes regarding the impact such proposed changes may have on the mission of the U.S. Coast Guard Station.

**Policy RLU 3.4.3**

The City will take into consideration any comments provided by the commanding officer or his or her designee when making such decision regarding comprehensive planning or land development regulation and will forward a copy of any such comments to the state land planning agency.

**Climate Resiliency and Sustainability Element (Recommendations taken from ULI and other Master Plans and formerly the Conservation and Coastal Zone Management Element)**

The Resiliency and Sustainability Element consolidates the principles of sustainability and resiliency that were previously located in studies and other planning efforts commissioned by the City, as well as adopted objectives and policies that were previously located in other elements of the Comprehensive Plan. The element's central purpose is to centralize these objectives and policies regarding climate change and sea level rise. The element includes goals, objectives and policies that address interdisciplinary nature of resiliency planning, including natural resource protection, land development, city operations and emergency preparedness. This element also houses the goals, objectives and policies required for consistency with the Florida Statues for the Conservation and Coastal Management Elements.

**Principles & Goals**

| | |
|---|---|
| **GUIDING PRINCIPLES** | The intent of the guiding principles is to provide an overview of the priorities and objectives of the Element to aid in local government planning and decision making to promote a resilient Miami Beach. |
| **GOAL RSE 1** | **Resilient Development / Adaptation Action Area** |
| **GOAL RSE 2** | **Proactive Planning to Increase Resilience to Sea Level Rise and Weather Related Events** |
| **GOAL RSE 3** | **Protect and Conserve Natural and Cultural Resources** |
| **GOAL RSE 4** | **Promote Energy Efficient Private and Public Development and Infrastructure** |
| **GOAL RSE 5** | **Support Sustainable and Resilient City Operations** |
| **GOAL RSE 6** | **Emergency Preparedness** |
| **GOAL RSE 7** | **Post Disaster Planning** |

## Guiding Principles

The intent of the guiding principles is to provide an overview of the priorities and objectives of the Element to aid in local government planning and decision making to promote a Miami Beach that is resilient to climate change and sea level rise.

Principle 1: Maintaining Urgency
The City will continue to prioritize climate adaptation efforts and policies that enhances public and private infrastructure, and shall encourage other coastal communities to be proactive and innovative in their efforts to mitigate against climate change.

Principle 2: Using Incrementalism
The City shall design all future infrastructure plans to be adaptive to emerging technologies and data on climate change and sea-level rise, as well as input from effected community members to develop inclusive and innovative solutions.

Principle 3: Ensuring Transparency
The City shall provide access to information related to climate change science and climate adaption efforts to residents and other stakeholders, and shall engage in outreach activities as appropriate so that the community is knowledgeable in making adaptation investments.

Principle 4: Respecting the City's Ecological Endowment
The City shall encourage management and adaptation actions that respects the City's natural environment by evaluating the sustainable usage of resources and the proficient management and monitoring of resources.

Principle 5: Prioritizing Social Equity
The City shall raise awareness to vulnerable populations when performing stormwater and other climate adaptation analysis and actions to ensure that the entire City's population is resilient to climate change.

Principle 6: Recognizing Co-benefits
The City shall recognize and act on the opportunities presented with resiliency related projects to holistically improve the City.

Principle 7: Preserving Cultural Identity
The City shall embrace its unique character and history by incorporating art into adaptation efforts.

Principle 8: Preserving Historic Structures
The City shall employ creative strategies and adaptation actions to preserve historic structures and district character.

Principle 9: Managing Water
The City shall continue to strive to be a leader in adapting to a changing climate and sea-level rise by preserving and sustainably managing the City's water environmental and recreational resources.

Principle 10: Taking a Long-Term and Regional Perspective
The City shall take an incremental approach to climate adaptation investment by accomplishing short term goals that are part of the City's and region's long term vision to mitigate the impacts of increasing flood-related risks.

**Goal RSE 1: Resilient Development / Adaptation Action Area**

**Objective RSE 1.1 Increase the City's resiliency to the impacts of climate change and rising sea levels by developing and implementing adaptation strategies and measures in order to protect human life, natural systems and resources and adapt public infrastructure, services, and public and private property.**

*Policy RSE 1.1.1(Relocated Policy 14.9 - CZM): The City shall align and be consistent with, to the extent possible, relevant and current national, state, regional and local adaptation strategy documents such as the Resilient 305 Strategy, Miami Beach Strategic Plan Through the Lens of Resiliency, Miami-Dade County GreenPrint, Southeast Florida Regional Climate Action Plan, and The President's Climate Action Plan as well as other regional strategic plans, disaster mitigation plans, water management plans, transportation/transit plans, and climate change plans.*

*Policy RSE 1.1.2 (Relocated Policy 14.1 - CZM): Based on evolving rising seas data and associated vulnerabilities, to allow for flexible adjustments, preserve future strategic adaptation implementation options to maintain maximum resiliency in response to new risks and vulnerabilities. The City will take advantage of new emerging data and technological opportunities. The City's basis for measuring sea level rise shall be as per the Southeast Florida Regional Climate Action Plan, as may be revised from time-to-time by the Southeast Florida Regional Climate Change Compact.*

Policy RSE 1.1.3 (New Policy): The City shall support and engage with educational institutions researching climate change, urban resilience, and adaptation strategies to attract and foster innovation and promote the City as a living laboratory.

*Policy RSE 1.1.4 (Relocated and Amended Policy 14.4 - CZM): The City will develop and implement adaptation strategies ~~for areas vulnerable~~ to coastal flooding, extreme precipitation, tidal events, storm surge, flash floods, stormwater runoff, salt water intrusion and other impacts related to climate change or exacerbated by sea level rise, with the intent to increase the community's comprehensive adaptability and resiliency capacities, which include:*
~~Policy 14.6:~~
*a. ~~Protection~~ Adaptation Strategies: Strategies that involve "hard" and "soft" structurally defensive measures to mitigate impacts of rising seas in order to decrease vulnerability while allowing structures and infrastructure to remain unaltered. Two examples are shoreline armoring and beach renourishment. Protection strategies may be targeted for areas of a community that are location-dependent and cannot be significantly altered or relocated, such as areas of historical significance, or water-dependent uses. Protection is the priority and initial response by City government and the preferred response.*

*b. ~~Accommodation~~ Living with Water Strategies: Strategies that ~~do not act as a barrier~~ reduce the risk of damage from water~~, but rather~~ by altering the design through measures such as elevation or stormwater improvements, to allow the structure of infrastructure system to stay intact. Rather than preventing flooding or inundation, these strategies aim to reduce potential risks, and accommodate water.*

*c. Management Strategies: Strategies that involve the actual removal of existing development, their possible relocation to other areas, and/or prevention of further development in*

*high-risk areas. This is intended to be a long-term strategy and reduce the risk when making development decisions.*

*d. Avoidance: Strategies that involve ensuring development does not take place in areas subject to coastal hazards associated with sea level rise or where the risk is low at present but will increase over time.*

*e. Other options from Coastal Element.*

Policy RSE 1.1.5 New Policy: The City will prioritize strategies in areas, which currently experience or are projected to experience tidal flooding, storm surge, or both as a priority for the development and implementation of adaption strategies.

Policy RSE 1.1.6 New Policy: The City shall prioritize Protection and Accommodation strategies to respond to the projected impacts of increasing flood-related risks.

**Objective RSE 1.2: The City shall employ creative place-making strategies to complement sea-level rise mitigation, while enhancing and preserving community character and social cohesion.**

Policy RSE 1.2.1 New Policy; The City shall identify locations to create open or other public spaces that also address the impacts of sea-level rise and climate change, including, creating projects and sites that provide a co-benefit related to decreasing flood-related risks.

Policy RSE 1.2.2 New Policy: The City shall incorporate public art on co-benefit sites and to enhance public infrastructure improvements to preserve and enhance the artistic character of the City and its open spaces where feasible.

Policy RSE 1.2.3 New Policy: The City shall actively seek opportunities to partner with local arts and culture stakeholders and to incorporate public art in public spaces that highlight the resiliency efforts within the City.

Policy RSE 1.2.4 New Policy: The City shall evaluate new area plans and land development regulations for their impacts on stormwater management and sea-level rise, including prioritizing increasing permeable surfaces, maximizing on-site water management, enhancing walkability, encouraging alternative modes of transportation, and preserving neighborhood character.

Policy RSE 1.2.5 New Policy: The City shall allow for the establishment of Resiliency Districts that allow for the creation of neighborhood/sub-area/district based regulations that codify localized resiliency and adaptation strategies, including locating new green space co-benefit sites, local character preservation, historic resources preservation and design guidelines for adapting structures.

Policy RSE 1.2.6 New Policy; The City shall engage in public-private partnerships that provide enhanced adaptation impacts while maximizing fiscal resources.

**Objective RSE 1.3: Incentivize and support private property adaptation and storm hardening efforts through living with water outreach and support projects**

Policy RSE 1.3.1 NEW POLICY: The City's webpage shall be routinely updated with information to guide property owners desiring to make improvements to mitigate flood-risk and other impacts of climate change, including sea-level rise projection timelines, adaptation practices, and design guidance on adapting structures.

Policy RSE 1.3.3 NEW POLICY: Land development regulations shall be evaluated at least every seven (7) years to ensure that water management and resilient design principles and adaptation practices are incentivized while balancing existing neighborhood or district character and development patterns.

Policy RSE 1.3.4 NEW POLICY: The City shall encourage residents and businesses to retrofit existing structures so that they become more resilient.

Policy RSE 1.3.5 NEW POLICY: The City shall strive to maintain or improve its FEMA community rating system (CRS) score, in order to provide discounted flood insurance premiums to residents and businesses.

**Goal RSE 2: Proactive Planning to Increase Resilience to Sea Level Rise and Weather Related Events**

The City shall establish policies and approaches that address the ongoing environmental challenges facing the city and shall engage in proactive planning.

**Objective RSE 2.1:** Vulnerability of public facilities, infrastructure and services shall be assessed to address investments high levels of risk and/or high cost-benefit returns.

Policy RSE 2.1.1 New Policy: The City shall maintain its inventory of public investments and infrastructure at risk to sea level rise and other climate related impacts, including but not limited to water and wastewater facilities, stormwater systems, roads, bridges, governmental buildings, hospitals, transit infrastructure and other assets.

Policy RSE 2.1.2 New Policy: The City will use an integrated water management approach in dealing with stormwater management, climate change, sea level rise, and environmental challenges.

Policy RSE 2.1.3 New Policy: Evaluate single-function uses like roadways and golf-courses to be utilized for water management purposes in effort to increase co-benefit public facilities and infrastructure.

Policy RSE 2.1.4 New Policy: The City shall require that all proposed infrastructure and public facility improvement project address the feasibility of implementing a blue and green infrastructure component.

Policy RSE 2.1.5***(****Relocated Policy 2.7 - CZM****):*** *Living seawalls and hybrid seawalls should be used in areas where such specifications are applicable and will further enhance the natural shoreline processes to prevent erosion, increase habitat, and improve water quality through sediment trapping and nutrient reductions.*

Policy RSE 2.1.6 New Policy: The City will work to improve the resilience of seawalls through higher elevations, living seawalls, and hybrid approaches.

**Objective RSE 2.2: Efforts to reduce pollution and improve water quality shall be prioritized within the City on both private and public properties.**

***Policy RSE 2.2.1 (Relocated Policy 2.18**- CZM)**:** Stormwater management techniques to meet the drainage level-of-service standards of this plan shall be required for all new development and shall be incorporated in the City's concurrency requirements of the Land Development Regulations.*

*Policy RSE 2.2.2(Relocated Policy 2.1- CZM): The City shall continue to enforce the City Code which prohibits the deposit of solid waste or industrial waste including spent oils, gasoline by-products or greases accumulated at garages, grease traps, filling stations and similar establishments that create a health or environmental hazard upon any vacant, occupied or unoccupied premises, parkway or park, and in any canal, waterway, bay or the ocean within the City.*

***Policy RSE 2.2.3 (Relocated Policy 2.17** - CZM**):** All new wet and dry slip marina facilities, and existing facilities with more than 50 wet or dry slips that provide fueling facilities, shall be equipped with dockside pumpout facilities. The City shall coordinate with Miami-Dade County to ensure that that these facilities are inspected by the appropriate agency and monitored annually to comply with Best Management Practices for marine facilities and other pertinent provisions of Chapter 24 of the Miami-Dade County Code.*

**Goals RSE 3 Protect and Conserve Natural & Cultural Resources**

*The City shall provide ~~Provide~~ public improvements and restrict development activities ~~that would~~* to prevent *damage to ~~or destroy~~ coastal resources, protect human life and limit public expenditures in areas subject to destruction by natural disasters in a manner maintaining or improving the marine and terrestrial animal habitats, vegetation, land, air, water, and the visual, aesthetic quality of Miami Beach for present and projected, future populations.*

**Objective RSE 3.1: Protection of Cultural and Historic Resources**
The City shall evaluate and implement policies that will allow for the effective adaptation of historic resources and keep the City's history above water as consistent with the Historic Preservation Element.

*Policy RSE 3.1.1(Relocated Policy 3.1.1): The City shall consider new strategies to align historic preservation and climate adaptation, including the establishment of resiliency or conservation districts.*

*Policy RSE 3.1.2 (Relocated Policy 3.1.2): The City shall review redevelopment for consistency with the provisions of this element to promote energy efficient and resilient reuse and adaptation of historic structures to preserve the character of Miami Beach.*

**Objective RSE 3.2: Protection of Natural Resources**
*The City shall, in coordination with local, state, and federal agencies*, ~~post and maintain signs relative to environmental protection and awareness and otherwise~~ *protect the conservation of, and provide for the appropriate use of the natural functions of existing soils, fisheries, wildlife and their habitats, bays and waterways which flow into estuarine waters, floodplains, beaches and shores, marine habitats, air quality, water resources, and scenic beauty by adopting the following measurable policies.*

**Policy RSE 3.2.1** (Relocated Policy 2.12 - *CZM*)**:** *Salt tolerant landscaping and highly water-absorbent, native of Florida friendly plants shall continue to be given preference over other planting materials in the plant materials list used in the administration of the landscape* ***section*** *of the Land Development Regulations and the design review process.*

**Policy RSE 3.2.2** (Relocated Policy 2.13 - *CZM*)**:** ~~the Administration of~~ Through the ~~City's~~ landscape section of the Land Development Regulations, the City shall prohibit the propagation and planting of ~~the following plants as well as invasive non-native plant material~~ prohibited and controlled trees, as identified in the Miami-Dade County Landscape Manual.~~; it shall also require that eradication of these species be carried out on all sites of new and redevelopment projects.~~

| | | |
|---|---|---|
| ~~Malaleuca~~ | ~~Brazilian Pepper~~ | ~~Australian Pine~~ |
| ~~Ear Leaf Arcadia~~ | ~~Woman's Tongue~~ | ~~Bishop Wood~~ |
| ~~Shoebotton Ardisia~~ | ~~Day Blooming Jasmine~~ | ~~Colubrina~~ |
| ~~Aerial Potato~~ | ~~Eucalyptus~~ | ~~Lead Treet~~ |
| ~~Castor Bean~~ | ~~Scaevola (*Scaevola taccada)*~~ | |

***Policy RSE 3.2.3*** *(Relocated Policy 2.2-* CZM*): All development activities that adversely affect habitat that may be critical to endangered, threatened or rare species, or species of special concern, including native vegetative communities, shall be prohibited by the City through the development review process as may be prescribed in the Land Development Regulations of the City Code.*

***Policy RSE 3.2.4 (****Relocated Policy 2.3 - CZM****):*** *In conformance with the City Charter establishing the City as a bird sanctuary, it is prohibited for any person to injure, kill, hunt, destroy, capture or molest any endangered, threatened, rare, or species of special concern or any bird in the City of Miami Beach; except those persons holding a valid permit to destroy birds for scientific purposes issued by the U.S. Fish and Wildlife Service, and the Department of the Interior.* ~~and issued a special permit by the Chief of Police~~.

***Policy RSE 3.2.5 (Relocated Policy 2.5*** *- CZM****):*** *In coordination with local, state, and federal agencies, continue to post and maintain Manatee Protection Area signage throughout the waterways of the City and increase enforcement of safe boating requirements through the City Marine Patrol.*

***Policy RSE 3.2.6 (Relocated Policy 2.6*** *- CZM****)*** *Continue to designate the beach front along the Atlantic Ocean as a Conservation-Protection Area on the Future Land Use Map.*

***Policy RSE 3.2.7 (Relocated Policy 2.8*** *- CZM****):*** *Preserve and improve the environmental quality of Biscayne Bay by continuing to (1) have a City of Miami Beach representative on the Biscayne Bay Shoreline Development Review Committee, (2) provide staff to the Committee through an interlocal agreement and (3) have all appropriate bayfront projects reviewed by the Committee.*

***Policy RSE 3.2.8 (Relocated Policy 2.9*** *- CZM****):*** *Continue to require all new shoreline development involving marine habitats to be reviewed by the City's Environment & Sustainability Department and the Miami-Dade County Environmental Resources Management Department.*

***Policy RSE 3.2.9 (Relocated Policy 2.10****- CZM****):*** *Continue to improve the region's ambient air quality through increased cooperation with Miami-Dade County and the City of Miami to provide* ~~*improved*~~ *efficient mass transportation and support County initiatives to utilize alternative fuels.* ~~*Prioritize the improvement of the City's ambient air quality through cooperation efforts with the County. Improve mass transportation connectivity between the City of Miami and the City of Miami Beach.*~~

***Policy RSE 3.2.10 (Relocated Policy 2.16*** *- CZM****):****The City will coordinate with the Miami-Dade County and the Florida Department of Environmental Protection in the monitoring of coastal waters.*

Policy RSE 3.2.11 NEW POLICY: The City shall improve the study and use of resilience metrics.

Policy RSE 3.2.12 NEW POLICY: The City shall consider current and future ecologies in all projects.

Policy RSE 3.2.12 NEW POLICY: The City shall support green business initiatives when feasible that promote environmental stewardship.

**OBJECTIVE RSE 3.3: BEACH AND DUNES**
The City shall protect and enhance its beach and dunes system.

*Policy RSE 3.3.1 (Relocated Policy 1.1- CZM): Continue cooperative program with Miami Dade County, State of Florida, and the U.S. Army Corps of Engineers for beach re-nourishment. Where beach restoration or re-nourishment is necessary, the project should be designed and managed to minimize damage to the offshore benthic resources, terrestrial and marine animal habitats and dune vegetation.*

*Policy RSE 3.3.2 (Relocated Policy 1.2 - CZM): The City shall maintain a dune management plan to stabilize the dune system by planting appropriate dune vegetation; to grade and contour the dunes; and to reduce pedestrian impacts by providing on-grade footpaths where feasible. All subsequent activities on or bordering the restored beach shall be compatible with long-term beach management and maintenance; the city will continue to cooperate with the state and county.*

*Policy RSE 3.3.3 (Relocated Policy 1.4 - CZM): Discourage non-water oriented activities and developments from encroaching on beach front parks, new beach areas and dunes by continuing to designate the beach as a Conservation-Protected Area on the Future Land Use Map.*

*Policy RSE 3.3.4 (Relocated Policy 1.5 - CZM): The City shall apply for State and Federal grants to include shoreline features such as pedestrian walkways which are designed to minimally impact beach or dune systems on public property; ensure the public access requirements of the Coastal Zone Management Act, as amended, and continue to provide development regulations and incentives for such features on private property in the Land Development Regulations of the City Code.*

*Policy RSE 3.3.5 (Relocated Policy 1.6 - CZM): The use of causeways, road rights-of-way, canal easements, and the Baywalk at shorelines shall continue to be expanded to provide public access for water-dependent and water-related activities and to protect public access to beaches re-nourished with public funds.*

*Policy RSE 3.3.6 (Relocated Policy 1.7 - CZM): Coordinate with local, state, and federal agencies regarding mandates for no further dredging or filling that may result in the destruction of grass/algal flats, hard bottom or other benthic communities shall be permitted in any waters within the City limits of Miami Beach.*

*Policy RSE 3.3.7 (Relocated Policy 1.8 - CZM): Water conserving irrigation and other landscape practices such as xeriscape shall be incorporated into the Design Review Board guidelines where public water is used to water lawns, golf courses and landscaped green spaces.*

Policy RSE 3.3.8 NEW POLICY: The City shall establish standards in the City's code that protect and restore beaches or dunes.

## OBJECTIVE RSE 3.5: WATER-DEPENDENT AND RELATED USES

The amount of shoreline devoted to water-dependent and water-related uses shall be maintained or increased provided that proposed new development will not create a negative environmental impact.

*Policy RSE 3.5.1 (Relocated Policy 3.1 - CZM) Those public access areas including street ends, municipal parking facilities and municipal parks along coastal waters will be or redesigned to provide greater public access to Biscayne Bay and the Atlantic Ocean beach area regardless of the land use designation of those areas.*

***Policy RSE 3.5.2 (Relocated Policy 3.2** - CZM**):***
*To minimize impacts of man-made structures and activities on shoreline resources, no filling, spoiling or placement of structures in or over coastal waters shall be permitted in the City without proper local, state and federal agency approvals, and as specified in the Land Development Regulations i.e. action which will diminish water surface areas traditionally used by the general public for activities such as fishing, swimming and boating.*

***Policy RSE 3.5.3 (Relocated Policy 3.3 - CZM)***
*The City shall continue to construct and install signage along major thoroughfares to direct the public's attention to public shoreline parks and water-related facilities.*

***Policy RSE 3.5.4 (Relocated Policy 3.4** - CZM**)***
*Proposed marina/water dependent facility siting shall be compatible with both county plans and surrounding land uses, and shall preserve or improve traditional public shoreline uses and public access to coastal waters. This shall be accomplished through the Conditional Use process as prescribed in the Land Development Regulations of the City Code.*

***Policy RSE 3.5.5 (Relocated Policy 3.5** - CZM**)***
*Any proposed marina/water dependent facility shall be required to preserve or improve the quality of the coastal waters, water circulation, tidal flushing, light penetration, and provide a hurricane or contingency plan to the appropriate agency all in conformance with Miami-Dade County, State and Federal rules and regulations.*

***Policy RSE 3.5.6 (Relocated Policy 3.6** - CZM**)***
*All proposed marinas shall be reviewed ~~as Conditional Uses~~ pursuant to the process prescribed in the Land Development Regulations of the City Code. In coordination with the County, State, and Federal agencies, if Conditional Use approval is required, the Planning Board shall not issue conditional use approvals unless the applicant demonstrates the following: 1) land use compatibility; 2) availability of upland support services; 3) existing protective status/ownership; 4) hurricane contingency planning; 5) protection of water quality; 6) water depth; 7) environmental disruptions and mitigation actions; 8) availability for public use; and 9) economic need and feasibility.*

**Goal RSE 5 Promote Energy Efficient Private and Public Development and Infrastructure**

**Objective RSE 5.1: The City shall pursue opportunities for greenhouse gas reductions through the promotion of solar and renewable energy alternatives, and improved energy efficiency.**

Policy RSE 5.1.1 New Policy: Maintain an educational web based information platform on existing City and regional resiliency and sustainability incentive programs that promote renewable energy alternatives and energy efficiency buildings.

Policy RSE 5.1.2 New Policy: The City shall establish a green building program in the land development regulations that promotes the development of energy efficient green buildings, and that provides energy efficient green building thresholds for structures proposed for redevelopment.

*Policy RSE 5.1.3 (Relocated Policy 2.23) The City shall* continue to *develop innovative solutions to create an urban canopy, and reduces the intensity of the urban heat island* effect and provide shade to improve walkability*.*

Policy RSE 5.1.4 New Policy: The City shall encourage composting of organic waste in order to reduce the production of greenhouse gases generated from waste.

**Objective RSE 5.2: Implement energy efficient transportation infrastructure improvements, transportation plans, and fleet management policies within the City**

Policy RSE 5.2.1 New Policy: The City shall encourage the development of energy efficient alternative modes of transportation.

Policy RSE 5.2.2 NEW Policy: The City shall conduct a right size fleet analysis every 5 years to ensure that vehicles are appropriate sized for safety, function and energy, carbon and fuel efficiency.

Policy RSE 5.2.3 New Policy: The City shall incorporate prioritizing the creation of an energy efficient and low emission vehicle fleet as a priority of for the City budget.

**Goal RSE 6: Support Sustainable and Resilient City Operations**

**Objective RSE 6.1: The City shall continue to comprehensively evaluate cost and benefits of existing and proposed resilience programs and improvements, and seek funding sources for financially sound improvements**

*Policy RSE 6.1.1 (Relocated Policy (Old Policy 14.7)): The City shall pursue funding sources for the implementation of AAA associated adaptation strategies including the following:*

a. *Federal and State grants and technical expertise assistance (in-kind)*
b. *Local Stormwater Utility Fees and CIP (Capital Improvement Plan) prioritization*
c. *Public/Private Partnerships*
d. *Other sources*

***Policy RSE 6.1.2 (Relocated Policy 14.10):*** *The City shall participate in, when appropriate, coordinated governmental, non-governmental and other appropriate agencies' proposed application requests for funding adaptation implementation projects.*

**Policy RSE 6.1.3 New Policy:** The City will potential fee and funding models for adaptation projects that incentivize on-site water retention/detention and water quality improvements.

**Objective RSE 6.2: The City shall incorporate adaptation strategies and principles into city processes and plans to allow for consistent implementation of resiliency efforts in all City functions.**

***Policy RSE 6.2.1 (****Relocated and Amended Policy 14.8 - CZM****):*** *The City shall integrate adaptation and resiliency goals, principles and strategies into existing and future City processes and city-wide plans and documents which may include*, but are not limited to, the City's*:*

a. *Strategic plans;*
b. *Climate action and resiliency plans;*
c. *Stormwater plans;*
d. *Emergency management plans;*
e. *Land Development Regulations;*
f. *Capital Improvement Plan and projects;*
g. *Agreements with public or private utility and infrastructure providers;*
h. *Agreements with public health providers;*
i. *Interlocal agreements with other government agencies;*
j. *Transportation Master Plan; and*
k. *Other processes, plans and documents.*

***Policy RSE 6.2.2 (Relocated Policy Policy 14.11*** *- CZM****):*** *The City shall collaborate and coordinate with appropriate local, regional, state, and national governmental agencies, to the extent possible, toward the implementation of AAA adaptation strategies and to identify risks, vulnerabilities and opportunities associated with coastal hazards and the impacts from sea level rise.*

Policy RSE 6.2.3 New Policy: The City shall collaborate with neighborhood associations, civic groups, and local service providers to identify and address neighborhood-specific needs within neighborhood and commercial areas

Policy RSE 6.2.4New Policy: The City shall continue routinely review and update resiliency information available on the City's website.

**Objective RSE 6.3: The City shall leverage and reform regulatory boards to support adaptation and resiliency efforts.**

Policy RSE 6.3.1: The City shall establish and periodically review resiliency criteria, measureable water management goals and/or board member requirements as applicable for its municipal regulatory boards to prioritize the consideration of adaptation and resiliency efforts.

Policy RSE 6.3.2: The City shall periodically provide training sessions to all land use related boards to enhance consistency in the application of applicable resiliency criteria and water management related goals.

***Goal 7 : Emergency Preparedness***
*The City shall collaborate and coordinate with appropriate local, regional, state, and national governmental agencies, to the extent possible, toward the implementation of AAA adaptation strategies and to identify risks, vulnerabilities and opportunities associated with coastal hazards and the impacts from sea level rise.*

***Objective RSE 7.1 (Relocated OBJECTIVE 4 from CCE): HURRICANE EVACUATION***

*The City shall strive to maintain t~~T~~he existing time period required to complete the evacuation of people from Miami Beach prior to the arrival of sustained ~~gale~~ tropical storm force force winds~~. shall be maintained. or lowered by 1995~~.*

***Policy RSE 7.1.1 (Relocated Policy 4.1)***

*All future improvements to evacuation routes shall include remedies for flooding problems and the anticipated increase in the level of the water of Biscayne Bay, local waterways, and the Atlantic Ocean programming transportation improvements to increase the capacity of evacuation routes, eliminating congestion at critical links and intersections, implementation of a traffic plan on the MacArthur Causeway and other critical intersections, adjusting traffic signalization or use directional signage, and public information programs to expedite safe evacuation.*

***Policy RSE 7.1.2***

~~*The Miami Beach Hurricane Handbook will be distributed to the general public with detailed emergency operation instructions and hurricane evacuation pick-up sites.*~~ The City shall create and maintain policies and a central repository for all hurricane response related information for staff and the public that includes ~~with~~ detailed emergency operation instructions and hurricane evacuation information, evacuation centers and pick-up sites, preparedness information, procedures for boat owners, and other resources.

***Policy RSE 7.1.3 (Relocated Policy 4.3)***

*The City will continue to work with the Miami-Dade Public Works Department to rate all local bridges for structural and operational sufficiency. Local bridges with unsatisfactory sufficiency ratings shall continue to be programmed for improvements or replacement.*

***Policy RSE 7.1.4(Relocated Policy 4.4)***
*All trees susceptible to damage by gale force winds shall be removed from the right-of-way of evacuation routes and replaced with suitable, preferably native, species.*

***Policy RSE 7.1.5 (Relocated Policy 4.5)***
*The City will coordinate with Miami-Dade Transit Agency and the Office of Emergency Management to ensure that adequate buses are available to safely evacuate neighborhoods with large concentrations of households without private transportation.*

***Policy RSE 7.1.6 (Relocated Policy 4.6)***
*The City of Miami Beach Fire Department in coordination with Miami-Dade County Office of Emergency Management shall maintain and annually update the list of people with special needs, who may need assistance due to physical or medical limitations in the event of an evacuation order to ensure their safe mobilization.*

***Policy RSE 7.1.7(Relocated Policy 4.7)***
*The City of Miami Beach Fire Department shall review and update the Miami Beach Hurricane Evacuation Plan on an ongoing basis and maintain or enhance the resources and capabilities of the plan to provide effective implementation of evacuation procedures to ensure that evacuation times are maintained or reduced.*

~~***Policy RSE 7.1.8 (Relocated Policy 4.8)***~~
~~*Procedures for boat owners during hurricane operations shall continue to be updated in the Miami Beach Hurricane Handbook with instructions for safe harbor operations.*~~

***Policy RSE 7.1.8 (Relocated Policy 4.9)***

*The ~~LOS standards established in the~~ Transportation Element shall ~~be~~ include policies that ~~maintained in order to~~ facilitate hurricane evacuation for those areas of the City that are classified as a Coastal High Hazard Area (CHHA). According to Section 163.3178(2) (h), F.S., the coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.*

## Goal 8: Post Disaster Planning

***Objective RSE 8.1 (Relocated OBJECTIVE 5) : POST-DISASTER REDEVELOPMENT PLAN***
*During post-disaster recovery and redevelopment, the City of Miami Beach and Miami-Dade County shall implement their Comprehensive Emergency Management Plans (CEMP) and applicable Comprehensive Plan policies and assist hurricane damaged areas with recovery and hazard mitigation measures that reduce the potential for future loss of life and property.*

***Policy RSE 8.1.1 (Relocated Policy 5.1)***
*Except as provided in Policy 5.2 below, the City shall not fund any public infrastructure capacity expansion if such funding and such expansion would have the effect of directly subsidizing a private development.*

***Policy RSE 8.1.2 (Relcoated Policy 5.2)***
*Notwithstanding Policy 8.1.1 ~~5.1 above~~, the City may fund infrastructure capacity expansion to achieve: 1) adopted level-of-service standards for facilities ~~which~~ that serve the current and projected population; 2) recreational and natural resource enhancement; 3) any development directly supporting the Convention Center; 4) amelioration of parking or mass transit deficiencies; 5) the provision of desirable parking or mass transit facilities and services; and/or 6) redevelopment in redevelopment areas established in accordance with state statute. Expenditures pursuant to 3), 4), 5) and 6) preceding shall be limited to the Convention Center Village Redevelopment area as shown on the Future Land Use Map.*

***Policy RSE 8.1.3 (Relcoated Policy 5.3)***
*New private use facilities along the beach shall conform to the strict setback, open space and accessory use requirements of the Land Development Regulations of the City Code, as well as the requirements of the floodplain ordinance.*

***Policy RSE 8.1.4 (Relocated Policy 5.4)***
*The City shall not issue any building permits for projects proposed east of the coastal construction control line until jurisdictional state and county agencies have issued a permit and/or approval as may be deemed appropriate by such agencies.*

***Policy RSE 8.1.5 (Relocated Policy 5.5)***

*The adopted plan shall specify that during post-disaster redevelopment, the Building Department will distinguish between those actions needed to protect public health and safety with immediate repair/cleanup and long term repair activities and redevelopment areas. Removal or relocation of damaged infrastructure and unsafe structures shall be by the Miami Beach Public Works Department in accordance with local procedures and those agencies and practices specified in the Miami Beach and Miami-Dade County Comprehensive Emergency Management ~~Operations~~ Plans (CEMP).*

***Policy RSE 8.1.6 (Relocated Policy 5.6)***
*During post-disaster recovery periods, after damaged areas and infrastructure requiring rehabilitation or redevelopment have been identified, appropriate City departments shall use the post-disaster redevelopment plan to reduce or eliminate the future exposure of life and property to hurricanes; incorporate recommendations of interagency hazard mitigation reports; analyze and recommend to the City Commission hazard mitigation options for damaged public facilities; and recommend amendments, if required, to the City's Comprehensive Plan.*

***Policy RSE 8.1.7 (Relocated Policy 5.7)***
*Unsafe conditions and inappropriate uses identified in the post-disaster recovery phase will be eliminated as opportunities arise, in accordance to the requirements of the Land Development Regulations of the City Code. If rebuilt, structures with damage exceeding 50 percent of pre-storm market value shall be reconstructed to ensure compliance with the High Velocity Hurricane Zone portion of the Florida Building Code for structures located in the "V" Zone and the 100-year floodplain.*

## TRANSPORTATION ELEMENT

The Transportation Element (TE) outlines a proactive approach to moving residents, commuters, and tourists around the City of Miami Beach in a safe and accessible manner. This Element's policies are complimentary to the Goals, Objectives and Policies in the City's Resilient Land Use and Development Element and the Resiliency and Sustainability Element. The Element promotes mobility, economic growth and resiliency within the limited land area of the City, and supports the City's efforts in storm hardening and decreasing the City's carbon footprint.

~~**Goal 1: It shall be the goal of the City of Miami Beach to provide, maintain and improve a sustainable, safe, convenient and energy efficient multi-modal transportation system which:**~~

- ~~**Is focused on the mobility of people, not merely vehicles.**~~
- ~~**Is coordinated with the City's Land Use Element.**~~
- ~~**Is multi-modal as it recognizes and promotes alternative modes of transportation including: automobile, public transportation, bicycle and pedestrian, as well as levels of service and parking needs, based on the City's adopted mode of transportation hierarchy, as set forth in policy 1.5.**~~
- ~~**Is consistent with sustainable and environmentally friendly growth management principles.**~~
- ~~**Is coordinated with the regional transportation network and other governmental agencies.**~~
- ~~**Balances the needs of all current and future users.**~~
- ~~**Ensures the economic vitality of the businesses within the City.**~~
- ~~**Enhances the quality of life for the City's neighborhoods residents.**~~

### Transportation Element Goals

Goal TE 1 — MOBILITY & MULTI-MODAL TRANSPORTATION

Proactively address mobility related challenges facing the Miami Beach transportation system while continuing to provide and maintain an energy efficient transportation system that promotes the use of multiple transportation modes.

Goal TE 2 — PUTTING PEOPLE FIRST

Prioritize the people of Miami Beach by encouraging more equitable transportation options, healthy modes of travel, and ~~to~~ ensure safe evacuation routes.

Goal TE 3 — TRANSPORTATION RESILIENCY

Improve transportation resiliency in Miami Beach through sustainable and adaptive improvements that are consistent with regional transportation plans and support hurricane evacuation.

Goal TE 1 MOBILITY & MULTI-MODAL TRANSPORTATION

Proactively address mobility related challenges facing the Miami Beach transportation system while continuing to provide and maintain an energy efficient transportation system that promotes the use of multiple transportation modes.

**OBJECTIVE TE 1.1: MOBILITY FEES ~~LEVEL OF SERVICE~~** ~~(please see Glossary of terms)~~

Establish mobility fees in lieu of transportation concurrency management to facilitate the funding of the City's multi-modal transportation system within the City-wide Transportation Concurrency Exception Area t~~T~~o provide ~~for a~~ safe, convenient, balanced, efficient and effective multi-modal transportation ~~system with a Level of Service (LOS) for multiple transportation modes~~.

**Policy TE 1.1.1:**

Due to the multimodal nature of the City's transportation system and adopted mode share goals, transportation concurrency is not an appropriate methodology for funding transportation improvements. As such, the City of Miami Beach is a transportation concurrency exception area (TCEA). Pursuant to section 163.3180 (j), Florida Statutes, the City ~~adopts~~ has adopted Mobility Fees as an alternative mobility funding system.

**Policy TE 1.1.2:**

The City shall establish Mobility Fees through the Land Development Regulations, in order to fund multi-modal mobility improvements that prioritize a safe, comfortable, and attractive pedestrian environment, with convenient interconnection to transit and alternative modes of transportation, and consistent with the adopted Transportation Master Plan.

**Policy TE 1.1.3:**

The Land Development Regulations shall establish procedures for calculating fees and credits, timeframes for required payments, deposit of funds, vesting, exemptions, incentives, and other procedures necessary to administer the fee.

**Policy TE 1.1.4:**

In order to encourage infill development and redevelopment that is consistent with the goals, objectives, and policies of this element, the City Commission may authorize mobility fee reductions for specific designated areas through the Land Development Regulations.

**Policy TE 1.1.5:**

Mobility Fees are intended to fund mobility improvements. Mobility fee funding shall be prioritized for projects identified in the adopted Transportation Master Plan.

**Policy TE 1.1.6**

The City will continue to utilize and seek other funding mechanisms including, but not limited to, the Transportation Planning Organization (TPO) process, Citizens' Independent Transportation Trust process, and others to address transportation needs.

~~**Policy 1.1 Roadway Basic Level of Service**~~

~~The following minimum Level of Service standards shall apply to all State, County and local roads except for designated Federal Interstate Highway System (FIHS), Strategic Intermodal System (SIS), and Transportation Regional Incentive Program (TRIP) (please see Glossary of terms) funded facilities which shall be subject to the Florida Department of Transportation's (FDOT) Level of Service Standards.~~

- ~~Local roads – LOS Standard D~~
- ~~Collector roads – LOS Standard D~~
- ~~Arterial roads - LOS Standard D~~
- ~~Limited access roads - LOS Standard D~~

~~**Policy 1.2: Roadway Level of Service for Transportation Concurrency Management Areas**~~

~~The following level of service standards shall be established for roadways with certain characteristics as per this policy, and for roadways located within the City's Transportation Concurrency Management Areas (TCMA's):~~

~~a. Where no mass transit service exists, roadways shall operate at or above LOS D;~~

~~b. Where mass transit service having headways of 20 minutes or less is provided within ¼ mile distance, parallel roadways shall operate at no greater than 120 percent of LOS D; (please see glossary of terms)~~

~~c. Where extraordinary transit service classified as Local Circulator or express or peak-hour limited stop bus service having headways of 10 minutes exists, parallel roadways within 1/4 mile, shall operate at no greater than 150 percent of LOS D (please see glossary of terms).~~

~~**Policy 1.3: Adhering to Level of Service**~~

~~The City shall ensure that no development approvals are issued that would result in traffic volumes surpassing the cumulative allowable area-wide service volume based on the sum of the individual roadways' Level of Service Standard within the Transportation Concurrency Management Areas. However, City Commission may exempt publicly owned facilities and Transit Facilities through the Land Development regulations.~~

~~**Policy 1.4: Modification of Functional Classification**~~

~~The City shall consider the impacts of any future modification of the functional classification of various roadways on the allowable service volumes on specific roadways.~~

~~**Policy 1.5: Multi-Modal Level of Service** (please see Glossary of terms)~~

~~Roadway level of service is insufficient as a measure of multi-modal mobility in a mature city with land use intensities, mixed uses and the economic vitality such as Miami Beach. The City shall undertake an examination of total mobility completed in 2016 to shift from roadway capacity and level of service to an overall mobility system capacity and level of service. The City's adopted 2015 Transportation Master Plan and adopted modal prioritization reflects the prioritization of transit through the development of exclusive transit lanes in the long term, while at the same time prioritizing bicycles and pedestrians (depending on the corridors) to promote the safety of these alternative modes and the health of the community. The mode hierarchy of the City is 1 – pedestrians, 2 – transit, bicycles, freight (depending on the corridor), and 3 – private vehicles.~~

## OBJECTIVE TE 1.2: COORDINATION WITH LAND USE

The City shall evaluate its transportation system as it relates to the Resilient Land Use and Development Element of this comprehensive plan in an effort to encourage commercial development which is mixed use, multi-modal (intermodal transit facility, transit center, or transit stop) in nature and which ultimately enhances mobility.

### Policy TE 1.2.1: Official Transportation Planning Map

The City shall use the "Existing Lane Count Map" in order to identify future rights-of-way based upon the Resilient ~~Future~~ Land Use and Development Element and the Transportation Element of this plan. ~~During the development review process the City shall include right-of-way needed to implement planned improvements. The City shall consider the historic context, the built-out environment and the future level of service requirements when evaluating future improvements.~~

### Policy TE 1.2.2: Impact of Land Use Changes on the Multi-Modal System

The City shall assess the impacts of future land use changes on the overall transportation system, including roadway, transit (including but not limited to light rail transit/modern street car, bus, trolley, rail, and marine), bicycle and pedestrian facilities~~levels of service~~.

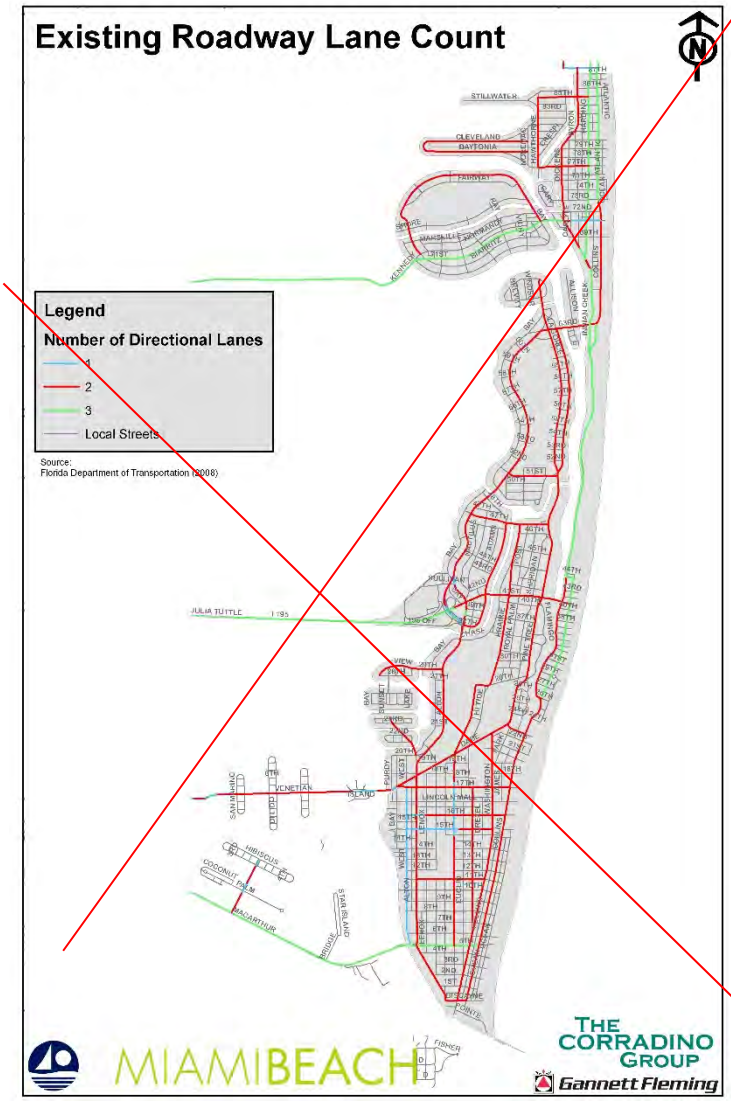
### Policy TE 1.2.3: Transit Oriented Design (TOD) ~~(please see Glossary of terms)~~

~~By 2015, t~~The City shall examine potential ~~the type of~~ incentives and ~~create~~ design guidelines for TODs within the City. The City shall include transit intermodal facilities, transfer centers and transfer stops into Land Use and Design Guidelines to achieve context-sensitive integration with residential and commercial land uses. Locations for maintenance and storage of transit infrastructure may be incorporated into such facilities.

### Policy TE 1.2.4: Transfer Locations

The City shall maintain regular coordination with Miami-Dade ~~County Department of Transportation and Public Works (DTPW)~~ Transit to construct transit intermodal facilities and transfer centers to serve existing and future multi-modal transportation uses. The City shall ensure success of the transit environment and transfer options to facilitate safe, efficient and convenient transfers and highest standards of passenger amenities to serve transit riders. Transfers are an essential part of an effective transit system because they maximize the coverage area and mobility options. Hence, in order to obtain a successful transit environment, it is of critical importance to provide safe,

efficient and attractive transfer stops/centers to enhance mobility, provide safe and amenity-rich transit services that support the surrounding community through context-sensitive design and integration. In designing transfer locations the City shall take into consideration adjacent projects, integrate the culture of the surrounding community, and potentially venture into joint development with private land owners to create a mixed use transfer locations, as appropriate. Furthermore, the City shall ensure that potential noise, air quality, and other environmental impacts are identified and mitigated as appropriate.



## OBJECTIVE TE 1.3: ROADWAY PLANNING, DESIGN AND CONSTRUCTION

The City shall continue to provide for a safe, convenient, efficient and effective transportation system, which sustains the city's natural, aesthetic, social and economic resources.

### Policy TE1.3.1: Vehicular and Pedestrian Bridges

The City shall continue to monitor the condition of the many vehicular and pedestrian bridges and restore or replace as needed coordination with FDOT and Miami-Dade County where appropriate.

### Policy TE1.3.2: Roadway Projects

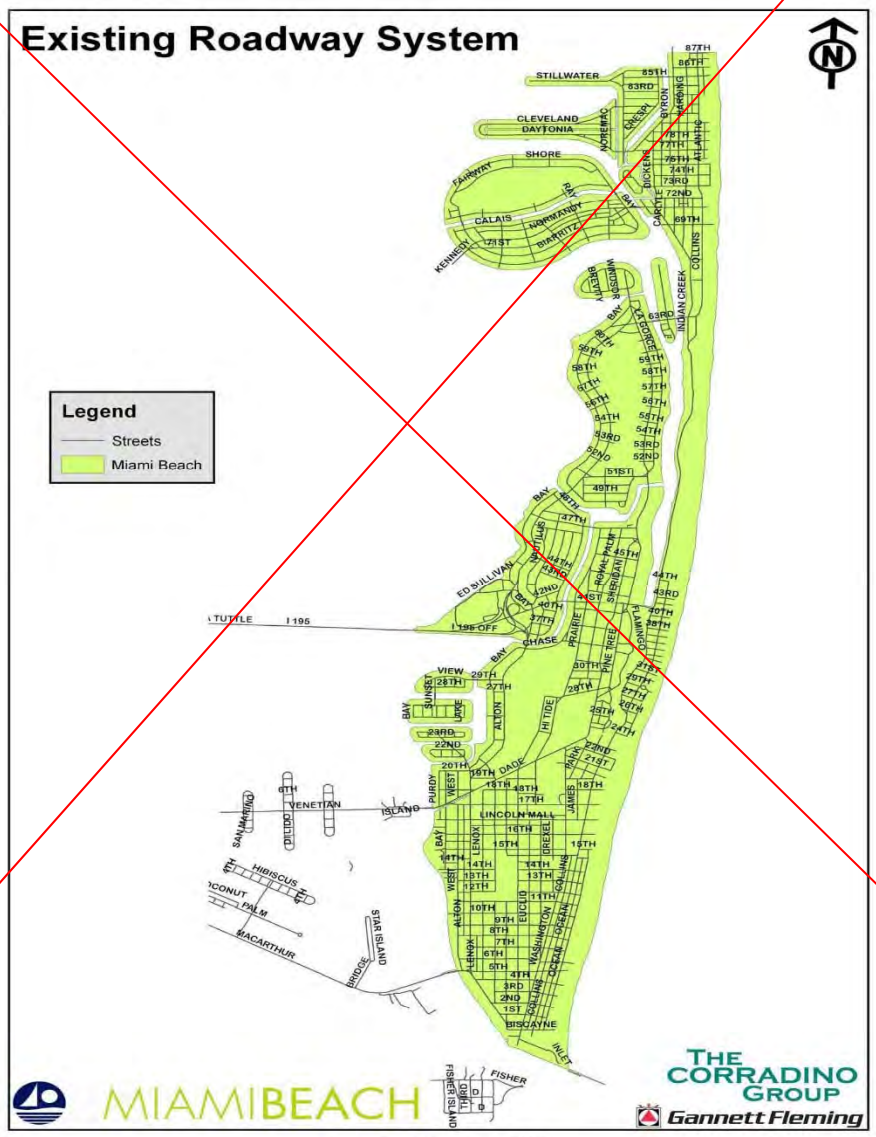
The City shall undertake necessary steps to ~~meet the required level of service on~~ improve the links and intersections included in the City's transportation network, consistent with the 2015 Transportation Master Plan, the 2015 Bicycle Pedestrian Master Plan, and the Miami Beach Street Design Guidelines ~~(April~~ 2016~~)~~. The proposed projects are a result of the needs assessment performed as part of this Transportation Element and included in the Data, Inventory and Analysis section~~,~~.

### Policy TE1.3.3: Context Sensitive Design (CSD) ~~(please see Glossary of terms)~~

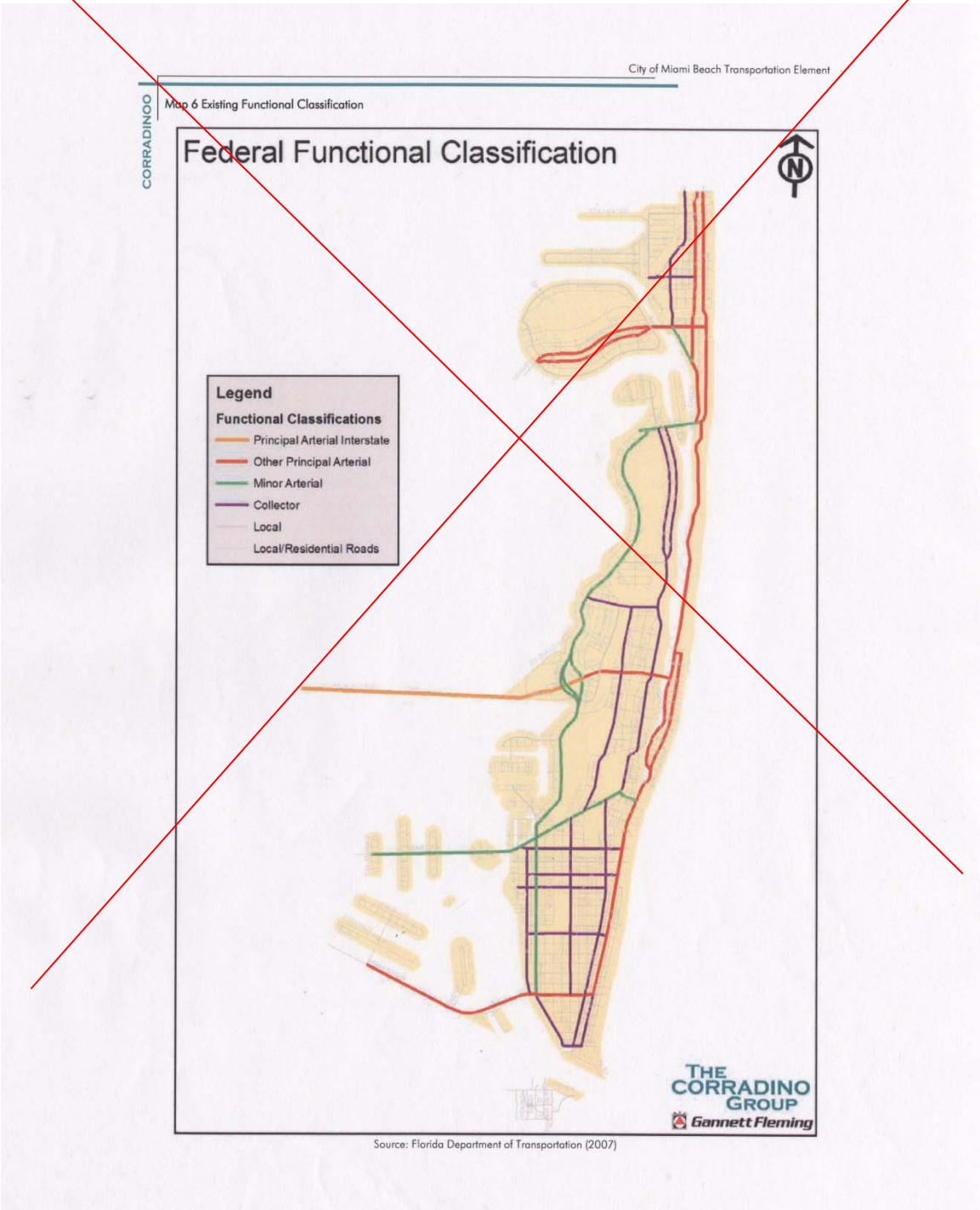
All roadway, planning and design projects shall follow context sensitive design defined as a collaborative, interdisciplinary approach that involves all stakeholders to develop a transportation facility that fits its physical setting and preserves scenic, aesthetic, historic and environmental resources, while maintaining safety and mobility.

### Policy TE1.3.4: Pedestrian Priority Zones (PPZ)

The City should designate areas as Pedestrian Priority Zones (PPZ) where specific design guidelines apply to prioritize the pedestrian mode of transportation on roadway planning, design and construction projects, including addressing the speed limit on all automobile and transit facilities within the PPZ.




Source: City of Miami Beach (2008)


City of Miami Beach Transportation Element
CORRADINOO
Map 6 Existing Functional Classification
Federal Functional Classification
N
Legend
Functional Classifications
Principal Arterial Interstate
Other Principal Arterial
Minor Arterial
Collector
Local
Local/Residential Roads
THE CORRADINO GROUP
Gannett Fleming
Source: Florida Department of Transportation (2007)

**OBJECTIVE TE 1.4: MASS TRANSIT**

The City shall work with transportation partners, specifically Miami-Dade Transit, to provide residents and visitors with convenient, reliable, safe and comfortable public mass transportation system, including transit intermodal facilities, transit centers or transit stops.

**Policy TE 1.4.1: Meeting Transit Level of Service**

The City shall maintain consistency with the transit level of service standard of Miami-Dade County Comprehensive Plan. The City will continue to perform studies which examine the use of Light Rail/Modern Streetcar, Bus Rapid Transit, trolleys, preemptive traffic signals and any other technologies appropriate for Miami Beach. The City shall continue to follow the guidelines and standards as outlined in recent planning studies such as the Coastal Communities Transportation Management Plan, the Coastal Communities Transit Study, and the 2015 Transportation Master Plan.

**Policy TE 1.4.~~1.~~2: Reliance on Transit Services.**

Transit services within the City of Miami Beach consist of regional and local routes operated and maintained by Miami-Dade County (MDC), and a local trolley service provided by City. The City's 2015 Transportation Master Plan prioritizes continued expansion of transit services, as there is a growing portion of the City's daily population that is reliant on these transit services to enter, travel within, and/or leave Miami Beach. The City desires to continually increase the number of persons within the City and region to use Transit Services, and for the City to provide more convenient, reliable, safe, and comfortable mobility options.

**Policy TE 1.4.2~~3~~: Minimum Peak Hour Service Standard**

The City shall continue to coordinate with ~~DTPW~~ Miami-Dade Transit ~~by 2012~~ so that the minimum peak hour mass transit level of service standards provided by ~~DTPW~~ Miami-Dade Transit within the City shall be done with public transit service having no greater than 15 minute headways and an average route spacing of ¼ mile provided that:

1. The average combined population and employment density along the corridor between the existing transit network and the area of expansion exceeds 4,000 people per square mile, and the service corridor is 1/2 mile on either side of any necessary new routes or route extensions to the area of expansion;

2. It is estimated that there is sufficient demand to warrant the service; and

3. The service is economically feasible.

**Policy TE 1.4.4: Enhanced Transit Amenities**

The City shall coordinate with Miami-Dade Transit to provide enhanced transit passenger amenities, such as ~~transit intermodal facilities,~~ bus shelters, real time transit location information at shelters, bicycle facilities, and at intermodal terminals, more comfortable bus seating. ~~with integral parking and/or park-and-ride facilities, as appropriate, dedicated to transit patrons. This coordination with DTPW shall include transit centers, and transit stops with real time transit location information, passenger amenities, and bicycle facilities.~~

**Policy TE 1.4.5: Transit Intermodal Facilities/Transfer Centers/Transit Stops**

The City shall continue to coordinate with ~~DTPW~~ Miami-Dade Transit to construct intermodal transit facilities to serve transportation uses that support the future exclusive transit lanes identified in the 2015 Transportation Master Plan for Rapid Transit Systems at intercept locations entering the City and shown in the map entitled “Miami Beach Transit Corridors and Transit Intermodal Facilities”. The City shall develop transfer centers and stops to ensure that longer distance travel, not readily accessible by foot or bicycle, are accommodated to provide enhanced mobility between the City of Miami Beach, Downtown Miami and beyond.

**Policy TE 1.4.6 Rapid Transit Connectivity**

The City of Miami Beach shall partner with the City of Miami to increase transportation connectivity between both city centers for public transit passengers whenever feasible.


Miami Beach
Transit Corridors &
Transit Intermodal Facilities
Legend
Potential Transit Intermodal Hubs
Transit Corridors
Light Rail/Modern Streetcar Corridor
Potential Light Rail/Modern Streetcar Corridor
Exclusive Transit Lanes Corridor
Potential Exclusive Transit Lanes Corridor
0
0.6
1.2
Miles
Miami Beach
Transit Corridors &
Transit Intermodal Hubs
N

**Policy TE 1.4.7:** ~~**Reserved**~~ North Beach and Middle Beach Circulators (Local Circulators Systems)

The City shall plan, design, seek funding for and implement local circulator systems in North Beach and Middle Beach. The City shall continue to plan and coordinate with Miami-Dade Transit (MDT) and the Florida Department of Transportation (FDOT) to develop a connected circulator system that feeds regional routes and future rapid transit connections.

**Policy TE 1.4.8: Coastal Communities Transit Plan**

The City shall pursue relevant transit recommendations included in the 2015 Transportation Master Plan, including working with ~~DTPW~~ Miami-Dade Transit to implement recommendations requiring County participation as outlined below:

a. Implementing non capital projects using existing resources

b. Implementing express routes using existing bus resources along the A1A corridor

c. Implementing circulators to complement the A1A express routes.

   i. Both the North Beach and Middle Beach circulators could be reconfigured from existing MDT routes

   ii. The South Beach Local could be extended from existing MDT routes

d. Develop transfer stations and intermodal centers to connect the routes

e. Determine the initial capital requirements for a BRT System on Miami Beach

f. Enhance MDT east/west routes from existing MDT routes

**Policy TE 1.4.9: Transit Routes**

The City shall continue to coordinate with ~~DTPW~~ Miami-Dade Transit to ensure that transit services ~~within the South Beach, Middle Beach and North Beach TCMA's~~ maximize mobility and reflects routes that facilitate movement within the City, while preserving the historic character of the community.

**Policy TE 1.4.10: Special Transit Services**

The City shall continue to encourage ~~DTPW~~ Miami-Dade Transit to provide a more convenient, accessible, and equitable paratransit services to all eligible users within Miami Beach including the elderly, handicapped, low income and other transit dependent users.

**Policy TE 1.4.11: Beach Corridor Transit Connection Project (formerly known as Baylink)**

The City shall continue to pursue the component of the ~~Metropolitan~~ Transportation Planning Organization (~~M~~TPO) 2015 Beach Corridor Transit Connection Study that is located in the South Beach portion of Miami Dade (south of Dade Blvd and east of Biscayne Bay). This study provided an update to and reaffirmed the 2014 Bay Link Study which recommended a mass transit connection from downtown Miami the Miami Beach Convention Center across the MacArthur Causeway.

The City encourages FDOT, CTPW, the City of Miami and the ~~Metropolitan~~ Transportation Planning Organization (~~M~~TPO) to move forward with the recommendations of the Policy Executive Committee for the 2015 Beach Corridor Transit Connection Study to complete the Project Development and Engineering for McArthur Causeway portion of the Project as expeditiously as possible.

**OBJECTIVE TE 1.5: PEDESTRIAN AND BICYCLE CIRCULATION**

The City shall strive to increase and promote the safe and convenient use of its bicycle and pedestrian networks including the creation, extension, and improvements of bicycle and pedestrian facilities between and among present and potential major generators of bicycle and pedestrian traffic.

**Policy TE 1.5.1: Bicycle Network**

The City shall provide a safe bicycle network as specified in the Recreation and Open Space Element.

**Policy TE 1.5.2: Pedestrian Safety**

The City shall provide curb cuts and barrier free walkways enabling all pedestrians, specifically the elderly and handicapped, to cross intersections safely and easily.

**Policy TE 1.5.3: Pedestrian, Bicycle and Special Needs Projects**

Projects to be included in the Capital Improvement Program Element shall consider the accommodation of pedestrians, bicyclists, and disabled traveler needs into all projects where non-motorized travel is consistent with adopted current regional and local plans.

**Policy TE 1.5.4: Bicycle Facilities**

The further development of thoroughfares shall consider the creation, extension and improvement of bicycle lanes, paths, boulevards, and other bicycle facilities as an effort to develop “complete streets.” The City will continue to follow the guidelines and standards as outlined in recent planning studies such as the Coastal Communities Transportation Management Plan.

**Policy TE 1.5.5: System Connections**

The City shall continue to seek opportunities to complete connections between existing bicycle facilities, sidewalks and/or shared use paths in all future transportation improvements and plans.

**Policy TE 1.5.6: Pedestrian Safety Facilities at Intersections**

The City shall undertake specific evaluation of individual intersections in an attempt to determine if vehicular or pedestrian priority is needed, so that the appropriate intersection treatments can be implemented. All intersections should be outfitted with pedestrian-friendly amenities including, but not limited to: countdown pedestrian signals, high visibility pedestrian crosswalks, and/or crosswalk lighting as appropriate and pedestrian-oriented treatments. These treatments maximize pedestrian

safety by utilizing design strategies that mitigate the impact of high-volume traffic and enhance roadway safety for pedestrian crossings. In the commercial districts for commercial uses the strategies include locating buildings at all intersection corners close to the street to provide a perception of enclosure and safety for pedestrians, clearly striping cross-walks and using different paving materials, as well as reducing the distance between curb corners to reduce pedestrian crossing distance.

**Policy TE 1.5.7: Beachwalk and Baywalk Projects**

The City shall continue the implementation of the Beachwalk and Baywalk Projects in order to further the City's vision of having a continuous on-grade recreational path running north/south along the coast linking the City's South, Middle and North Beach Neighborhoods. Such Projects would combine to form one interconnected recreational path that is ADA accessible and environmentally compatible with the dune and marine environment.

**Policy TE 1.5.8: Atlantic Greenway Network (AGN)** ~~(please see Glossary of terms)~~

The City shall continue to implement the AGN as a means of promoting alternative transportation and community enhancements throughout Miami Beach. This will increase safety for pedestrians and bicyclists**,** and will diminish gaps in the system, while improving network connectivity and establishing future pedestrian paths and bikeways.

**Policy TE 1.5.9: Pedestrian Priority Zones**

The City shall define and adopt pedestrian priority zones, as described in the Transportation Master Plan, and their design standards in order to ensure pedestrian safety, mobility, and accessibility in targeted areas.

**Policy TE 1.5.10: Bicycle Pavement Markings**

The City shall adopt new pavement markings, presented in the Bicycle and Pedestrian Master Plan (i.e Bicycle boulevard pavement marking), and study the possibility for implementing colored bicycle boxes at intersections, points of conflicts, and other recommended locations citywide.

**Policy TE 1.5.11**

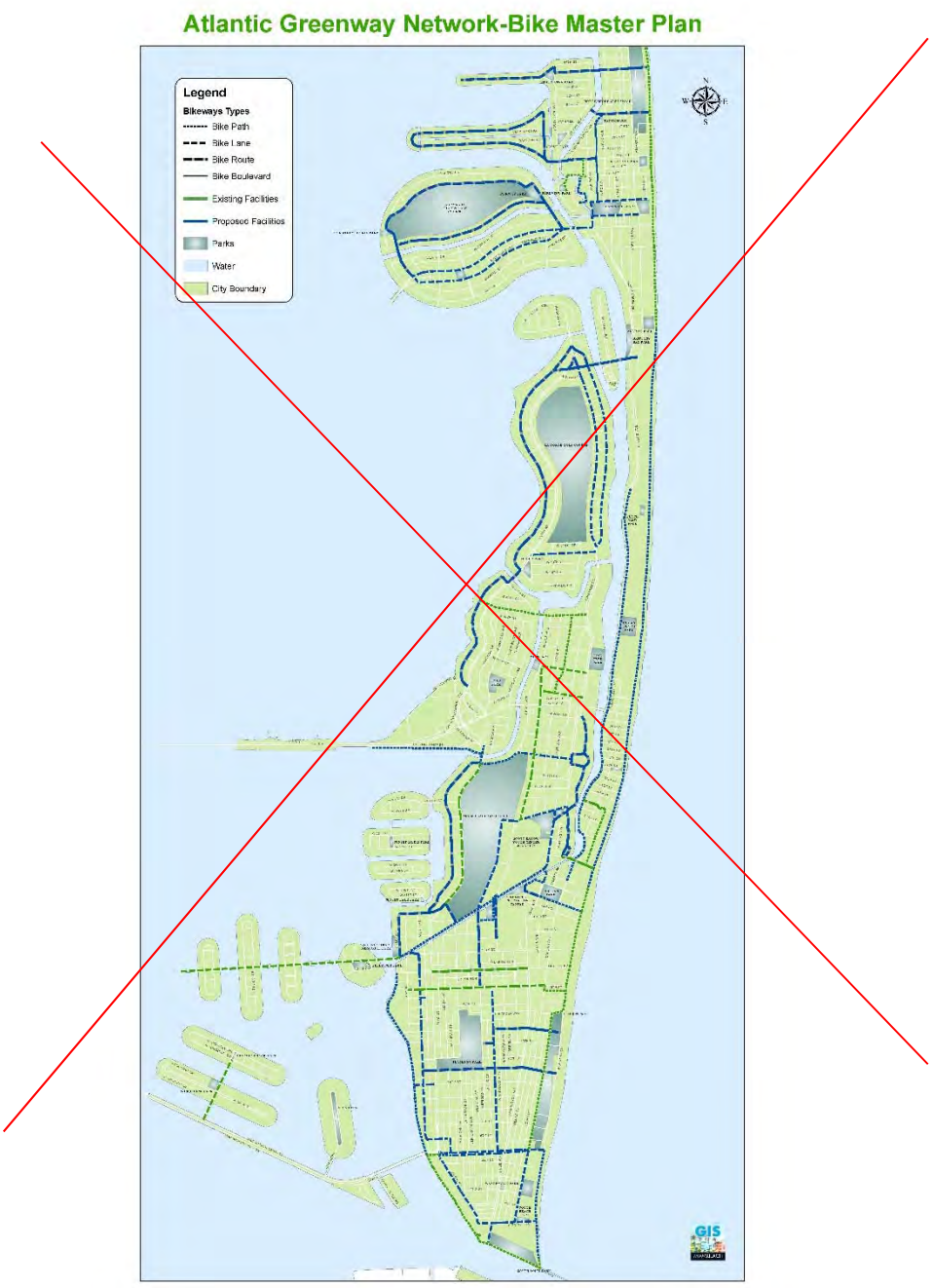
The City shall continue to implement continuous bicycle paths, and connect bikeways that are fragmented, to increase bicycle trips in the City and decrease the carbon footprint of the City's transportation network.

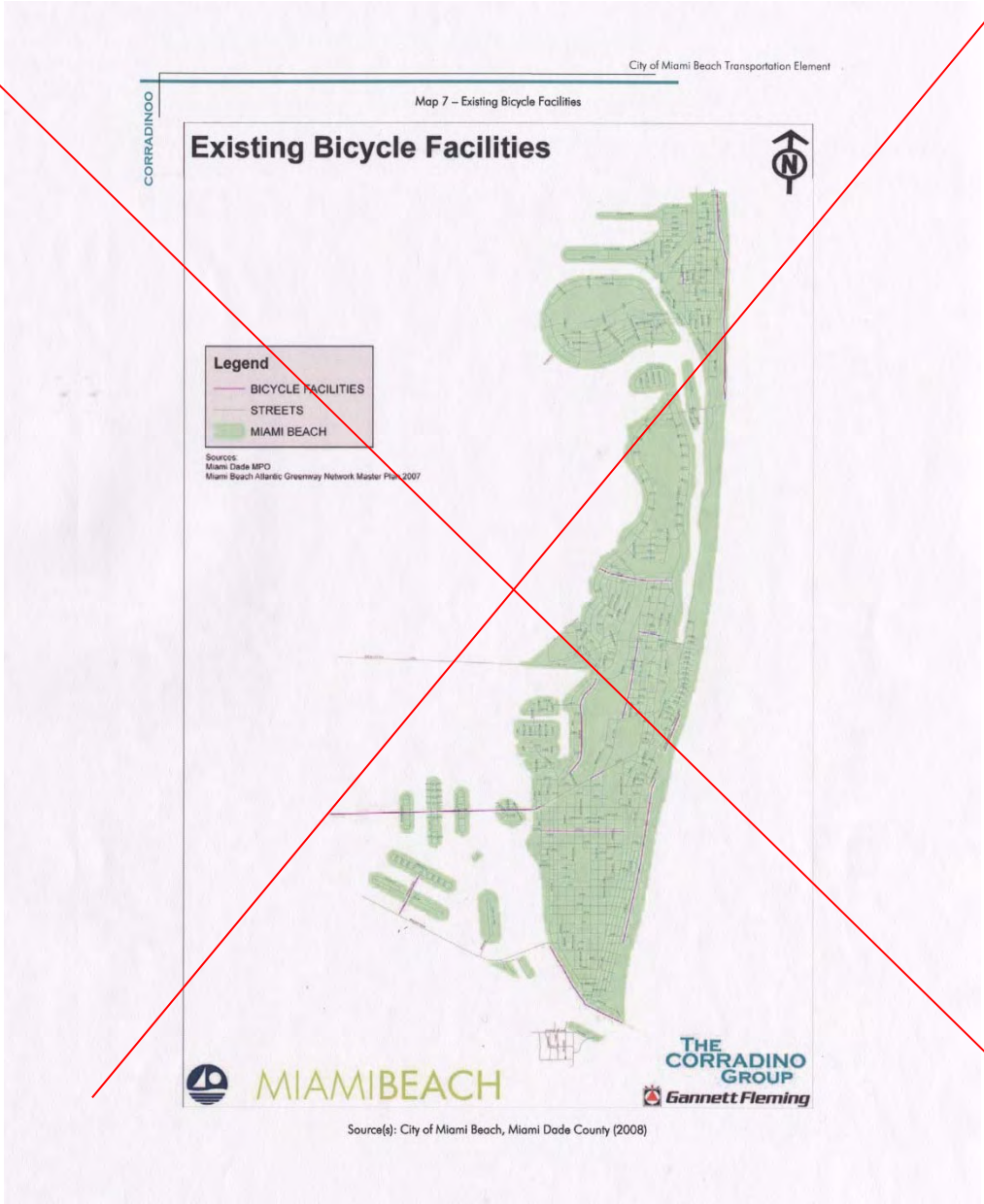
**Policy TE 1.5.12**

The City shall continue to include design features that will facilitate low stress, comfortable bike rides into bicycle path projects. Features include greenways, protected bike lanes, off-road paths, and consistent shade.

**Policy TE 1.5.13**

The City shall continue to increase the accessibility and frequency of bicycle parking.


Atlantic Greenway Network-Bike Master Plan
Legend
Bikeways Types
Bike Path
Bike Lane
Bike Route
Bike Boulevard
Existing Facilities
Proposed Facilities
Parks
Water
City Boundary
GIS


City of Miami Beach Transportation Element
CORRADINOO
Map 7 – Existing Bicycle Facilities
Existing Bicycle Facilities
N
Legend
BICYCLE FACILITIES
STREETS
MIAMI BEACH
Sources:
Miami Dade MPO
Miami Beach Atlantic Greenway Network Master Plan 2007
MIAMIBEACH
THE CORRADINO GROUP
Gannett Fleming
Source(s): City of Miami Beach, Miami Dade County (2008)

**OBJECTIVE TE 1.6: TRANSIT MODE**

An essential component to meet the mobility needs of Miami Beach's residents, visitors, and employees, improve and sustain the City's economic vitality, and support the growth and development of urban mixed-use centers, is providing a system of interconnected transit services.

**Policy ~~5A.1~~ TE 1.6.1: Transit Serves as an Alternative to the Private Automobile**.

Transit should serve as an alternative to the private automobile in reaching the City from the mainland and be able to make longer trips to connect between many of the City's important destinations that may be too far for people to walk or bicycle. Therefore, providing high quality transit service is an important part of developing a sustainable transportation system and providing options to travel to and within the City without the need to rely on a private vehicle.

**Policy ~~5A.2~~ TE 1.6.2: Reliance on Transit Services.**

Transit services within the City of Miami Beach consist of regional and local routes operated and maintained by ~~DTPW~~ Miami-Dade Transit, and a local trolley service provided by City. The City should continue to expand transit services, as there is a growing proportion of the City's daily population that is reliant on these transit services to enter, travel within, and/or leave Miami Beach. The City desires to continually increase the number of persons within the City and region to use Transit Services, and for the City to provide more reliable mobility options.

**Policy ~~5A.3~~ TE 1.6.3: Transit Infrastructure.**

The City should explore mobility benefit, cost effectiveness and design of exclusive transit lanes, including but not limited to, concurrent flow bus lanes and contra flow bus lanes.

**Policy ~~5A.4~~ TE 1.6.4: Capacity and Operational Strategies**

The City should encourage and explore various operational strategies including:

a. Realigned transit service schedules.
b. Monitoring the security of transit patrons, stations, and vehicles.
c. Enhanced transit amenities and safety.
d. Universal fare cards for regions with multiple transit agencies.
e. Installation of bus-priority traffic signals.
f. Provision, if feasible, of queue-jumper lanes at intersections where there are no stops.
g. Consolidation of stops.

**Policy ~~5A.5~~ TE 1.6.5: Transfer Locations.**

The City shall maintain constant coordination with ~~DTPW~~ Miami-Dade Transit to construct intermodal transit facilities to serve existing and future multi-modal transportation uses. The City shall ensure success of the transit environment with proper management and transfer options to minimize delays, missed departures, long wait times, and/or bus crowding by ensuring adequate or sufficient infrastructure. Transfers are an essential part of an effective transit system because they maximize the coverage area and diversity of active transportation services. Hence, in order to obtain a successful transit environment, it is of critical importance to provide efficient and attractive transfer stops/centers to improve the quality of transit services as well as support the surrounding

community. In designing transfer locations the City shall take into consideration adjacent projects, integrate the culture of the surrounding community, and potentially venture into joint development with other sectors (such as retail and/or civic spaces). Further, the City shall ensure that the transfer locations do not contribute to unwanted noise, emissions, and potentially loitering passengers.

**Policy ~~5A.6~~ TE 1.6.6: Transfer Stops/Center.**

Through transfer stops or centers the City seeks to improve livability, mobility, and accessibility. The City shall identify key locations based on existing transit activity, boardings and deboardings, converging transit routes, available right-of-way (ROW), existing infrastructure, surrounding neighborhoods, transportation priorities, and existing and future land use. The City shall also consider ridership data and converging transit routes locations as to where transfer stops/centers are likely to be needed within the City.

**Policy ~~5A.7~~ TE 1.6.7: Enhanced Transit Amenities.**

The City shall coordinate with Miami-Dade Transit to provide enhanced transit amenities, such as bus shelters, intermodal facilities, parking, park and ride amenities, transfer stations/centers, buses, implementation of bus rapid transit (BRT) along selected corridors, real time transit location information at shelters, exclusive bus lanes, and at intermodal terminals, more comfortable bus seating, and passenger amenities, etc.

**Policy ~~5A.8~~ TE 1.6.8: Providing Basic Transit Infrastructure.**

The City shall seek opportunities to improve transit infrastructure as part of the review of development proposals located on main thoroughfares within existing transit routes. ~~Development approval for sites located on main thoroughfares within existing transit routes shall be required, where appropriate, to construct appropriate transit facilities and/or dedicate an easement to Miami Beach or Miami-Dade transit (or its successor agencies) for public transit uses. The dedicated easement shall be of sufficient size to allow for Americans with Disabilities Act (ADA) access to transit and for future shelter placement. Fair share contributions in lieu of easement dedication may be granted when an existing bus shelter or pad is located within ¼ mile from the proposed development on the same side of the roadway. Appropriate bus stop facility locations shall be determined by analyzing the existing need on established routes and assessing the existing built environment such as the width of the sidewalk, the presence of a sidewalk and/or the location of any existing structures. Bus routes with the highest ridership and located on an existing bicycle route will be the highest priority for facility placement.~~ *(Stricken text duplicated in TE 2.2.2)*

**Policy ~~5A.9~~ TE 1.6.9: North Beach and Middle Beach Circulators (Local Circulators Systems).**

The City shall plan, design, seek funding for and implement local circulator systems in North Beach and Middle Beach. The City shall continue to plan and coordinate with Miami-Dade Transit (MDT) and the Florida Department of Transportation (FDOT) to develop a connected circulator system that feeds regional routes and future ~~rail~~rapid transit connections.

**OBJECTIVE TE 1.7~~6~~: MULTI-MODAL TRANSPORTATION**

The City shall continue to support and promote multiple modes of transportation by considering Transportation Demand Management (TDM), Transportation Systems Management (TSM), and other techniques.

**Policy TE 1.7.1~~6.1~~: Transportation Systems Management** ~~(please see Glossary of terms)~~

Through the site plan review process, the City shall require appropriate TSM strategies to improve the mobility systems efficiency, effectiveness and safety. These may include but are not limited to:

- Site access management and safety
- Parking facilities and programs
- The implementation of programs that support carpools, vanpools or ridesharing

**Policy TE 1.7.2 ~~6.2~~: Transportation Demand Management** ~~(please see Glossary of terms)~~

The City shall develop and implement a Transportation Demand Management (TDM) program, intended to reduce the dependence on single-occupant vehicle trips, and the encouragement of the use of bicycle, pedestrian and transit modes as a means of commuting and recreational mobility. These may include, but are not limited to:

- carpools,
- van pools,
- demand response service,
- public/private provision of transit service,
- bicycle sharing, or shared car initiatives, transfer hubs, transfer stops, parking facilities dedicated to transit patrons, and carpools
- provision of short term and long term bicycle parking, showers and changing facilities,
- provision of parking for carpools,
- alternative hours of travel, including flexible work hours, staggered work shifts, compressed work weeks and telecommuting options,
- subsidy of transit fares,
- use of long term parking to be developed at City's entry points,
- shared vehicular and pedestrian access for compatible land uses, where possible,
- shared parking agreements for compatible land uses, where possible~~;~~.

**Policy TE 1.7.3~~6.3~~: Intelligent Transportation Systems** (please see Glossary of terms)

The City shall ~~pursue implementation~~ coordinate with and support FDOT and MDC in the pursuit of Intelligent Transportation Systems (ITS), to help manage congestion on facilities within Miami Beach as well as those facilities connecting the City with the mainland transportation system. This may include using various forms of technology, not limited to cameras, and electronic signage, to inform travelers of the condition of the transportation system, roadway level of service, adaptive signal controls, and availability of parking citywide. Additionally, the City is currently pursuing FDOT independent ITS projects and shall continue to pursue such independent projects to better manage the movement of traffic within the City's transportation network.

**Policy TE 1.7.4 ~~6.4~~: Balancing Modal Split**

The City shall attempt to better balance the mode split between automobiles and alternative modes of transportation, such as bicycling and transit, particularly in the morning, afternoon and evening peak hour periods. In the meantime, the City will use the ~~M~~TPO's regional model to establish the modal split within the City. The City shall create transit hubs, transit centers and stops to integrate the various modes at one location according to modal priority.

**Policy TE 1.7.5 ~~6.5~~: Mode Split Analysis**

~~The City's goal is~~ The City currently has a transportation mode split of its daily population of 64% private vehicles, 11% mass transit, 10% walking, 5% biking, and 10% others. The City shall strive to achieve its 2035 vision of a minimum transportation mode split of 20% mass transit, 17% walking, ~~10~~ 8% bicycling, and ~~10~~ 12% other modes through support of and implementation of multimodal transportation improvements.

**Policy TE 1.7.6 ~~6.21~~: Modal Split Data Collection**

As a tool for accomplishing the desired modal split envisioned for 2035, the city shall perform and retain a series of origin-destination studies in which the modes of transportation used within the city and by different people are recorded. These studies could be performed through surveys of tourists, residents, and commuters provided electronically and capturing a desired sample size.

**Policy TE 1.7.7 ~~6.6~~: Funding Multimodal Improvements**

The City's transportation is funded in part from a portion of the Quality of Life Resort Tax. The City shall examine the feasibility of expanding sources of revenue for a transportation trust fund in which to invest its revenue generated via taxes or development fees, etc. and which will be earmarked towards the implementation of scheduled transportation improvements, in coordination with long-term master planning efforts.

**Policy TE 1.7.8 ~~6.7~~: Prioritizing Multimodal Improvements**

The City shall continue implementation of prioritized multimodal improvements, as documented in the 2015 Transportation Master Plan (TMP).

**Policy TE 1.7.9 ~~6.8~~: Multimodalism as a Condition of Development Approval**

As part of the plan review and approval process, the City shall negotiate with applicants for necessary improvements and enhancements on the private property, such as, but not limited to, dedications or easements for transit bus stops as part of the City's multimodal network.

**Policy TE 1.7.10 ~~6.9~~: Reducing Modal Conflict**

The City will work to reduce conflicts among various modes of transportation. This shall be done through:

a. Establishment of enhanced intersections with more pedestrian-friendly and safe crosswalks with enhanced signage;

b. The development of bicycle paths and lanes with bollards and raised islands to increase safety at intersections by preventing vehicles from entering special lanes.

c. Develop transit hubs, centers and stops to ensure user safety and convenience.

d. Adopt new pavement markings, presented in the 2016 Bicycle-Pedestrian Master Plan (i.e. bicycle boulevard pavement marking), and continue to implement colored bicycle boxes at intersections, points of conflicts, and other recommended locations citywide.

**Policy TE 1.7.11 ~~6.12~~: ~~Reserved~~ Multimodal Transportation**

Infill and redevelopment shall be encouraged which is supportive of mobility alternatives including walking, bicycling and use of transit, as defined in 2016 Transportation Master Plan.

**Policy TE 1.7.12 ~~6.13~~: ~~Reserved~~ Multimodal Transportation Analysis and Mitigation Plan**

The City shall require all commercial and mixed-use developments over 5,000 gross square feet and multi-family projects with more than four (4) units or 15,000 gross square feet, to submit a transportation analysis and mitigation plan, prepared by a professional traffic engineer, licensed and registered in the State of Florida. The analysis and plan shall at a minimum provide the following:

a. Details the impact of projected traffic on the adjacent corridors, intersections, and areas to be determined by the City.
b. The analysis and plan will include strategies to mitigate the impact of the proposed development on the adjacent transportation network to the maximum extent feasible in a manner consistent with the adopted 2015 Transportation Master Plan and adopted mode share goals.
c. Whenever possible, driveways shall be minimized and use common access points to reduce potential turn movements and conflict points with pedestrians.
d. Applicable treatments may include, but not be limited to TDM strategies included in Policy 1.7.2~~6.2~~ and TSM policies included in Policy 1.7.1~~6.1~~ of the Transportation Element.
e. Additional requirements analyses and mitigation strategies, as may be required by the Transportation Department and Land Development Regulations.
f. The Land Development Regulations may establish additional requirements for traffic mitigation for Conditional Uses.

**Policy TE 1.7.13~~6.14~~: Transportation Planning**

The City is currently using the 2015 Transportation Master Plan as a basis for capital budgeting and transportation planning efforts. The City shall treat its Municipal Mobility Plan, its Transportation Master Plan, and Bicycle Pedestrian Master Plan as living documents, which should be updated on a regular basis. The City should update the Transportation Master Plan every five years.

~~**Policy 6.15: Transit Intermodal Facilities Plan**~~

~~The City should pursue the implantation of Transit Facilities in association with the implementation of the exclusive transit lanes in the 2015 Transportation Master Plan.~~

~~The 2015 TMP identified transfers as an essential part of an effective transit system because they maximize the coverage area and diversity of active transportation services. Hence, in order to obtain a successful transit environment, it is of critical importance to provide efficient and attractive transfer stops/centers to improve the quality of transit services as well as support the surrounding community. Transfer stops, transfer center/stations, and park-and-rides (intercept garages) are all defined in the TMP as different types of transit infrastructure. The City should pursue intercept parking as part of transit and transfer facilities to reduce vehicles coming onto Miami Beach.~~

**Policy TE 1.7.14~~6.16~~: Causeway Capacity**

The City shall evaluate the methods for maximizing mobility on the causeways connecting the City and the mainland. Alternatives may include physical capacity improvements, the addition of lanes, or sharing of lanes for BRT or other mass transit modes connecting with intermodal centers, or other congestion management improvements.

**Policy TE 1.7.15~~6.18~~: Corridor Safety**

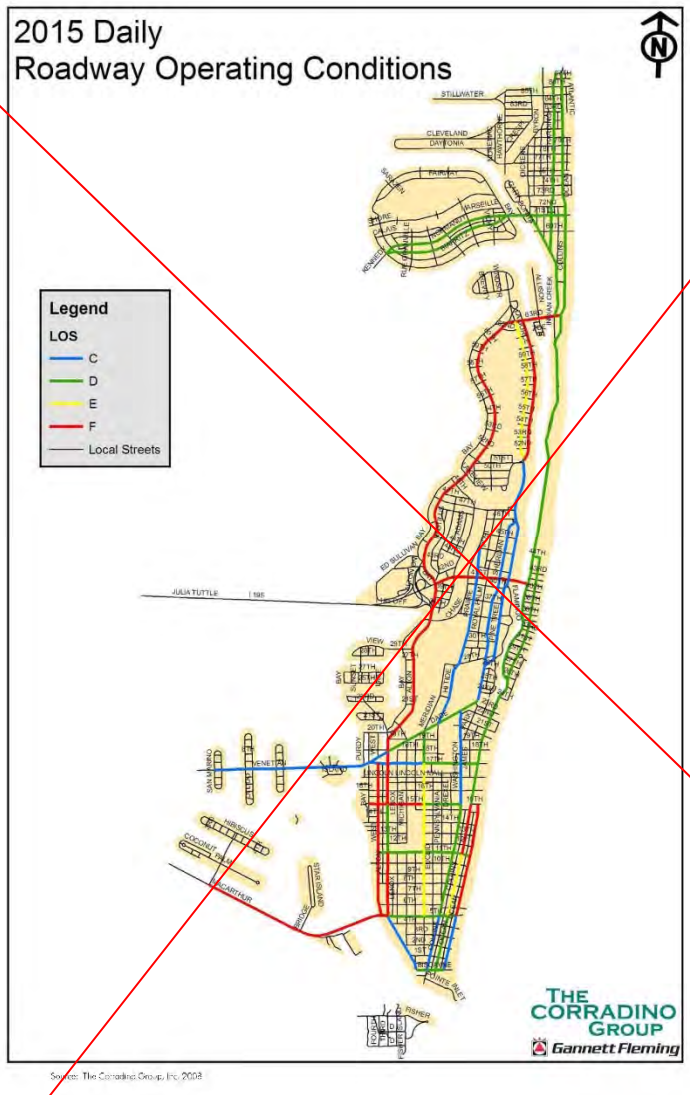
The City shall undertake an evaluation of the existing transportation corridors in an attempt to enhance safety and optimize mobility for all modes of transportation. In addition, the City should encourage the development of an intersection safety program in which intersections with skewed geometries or high crash intensities are specifically reviewed and analyzed by a traffic engineer to improve safety for all modes of transportation.

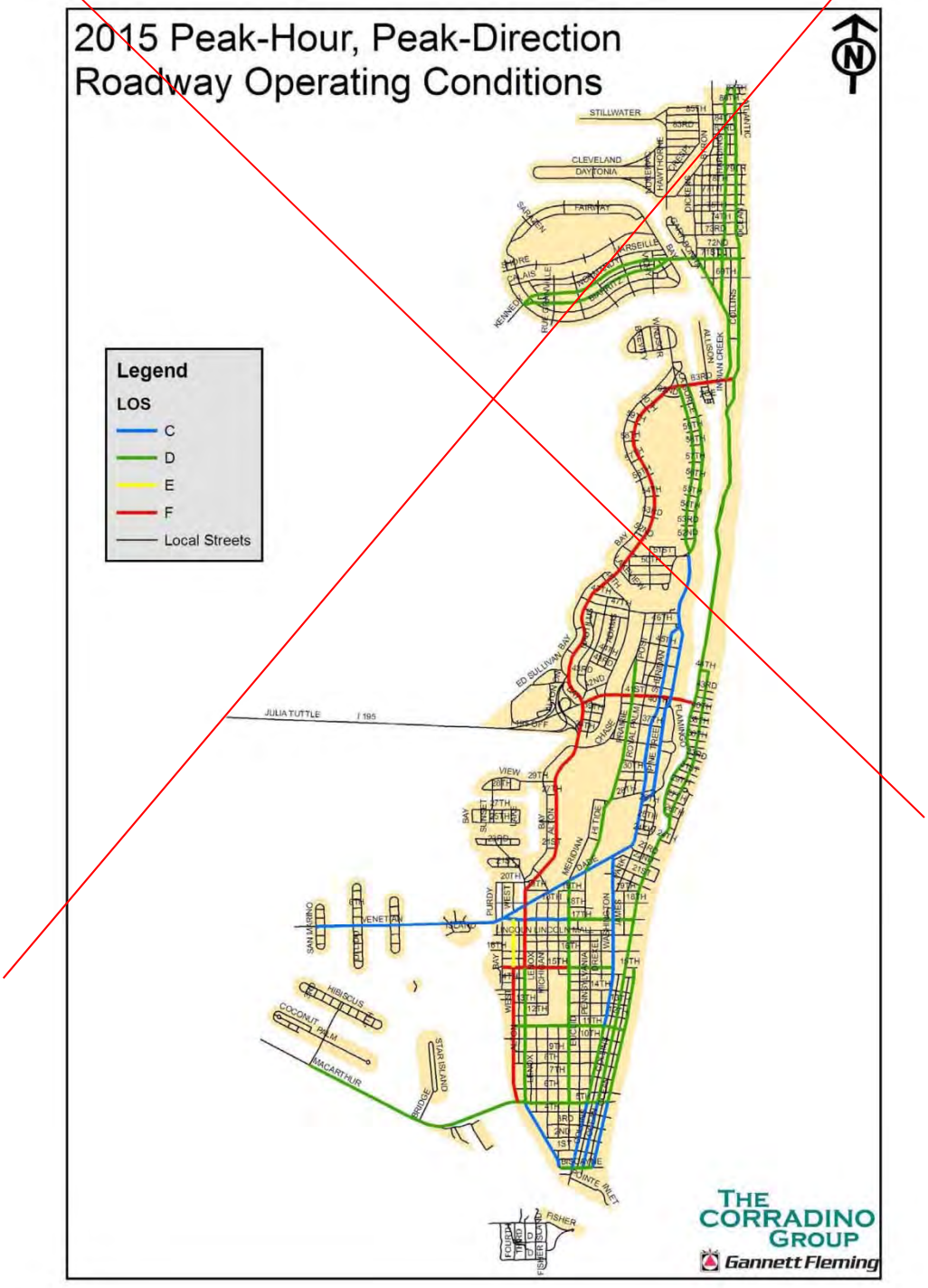
**Policy TE 1.7.16~~6.19~~: Mac Arthur Causeway**

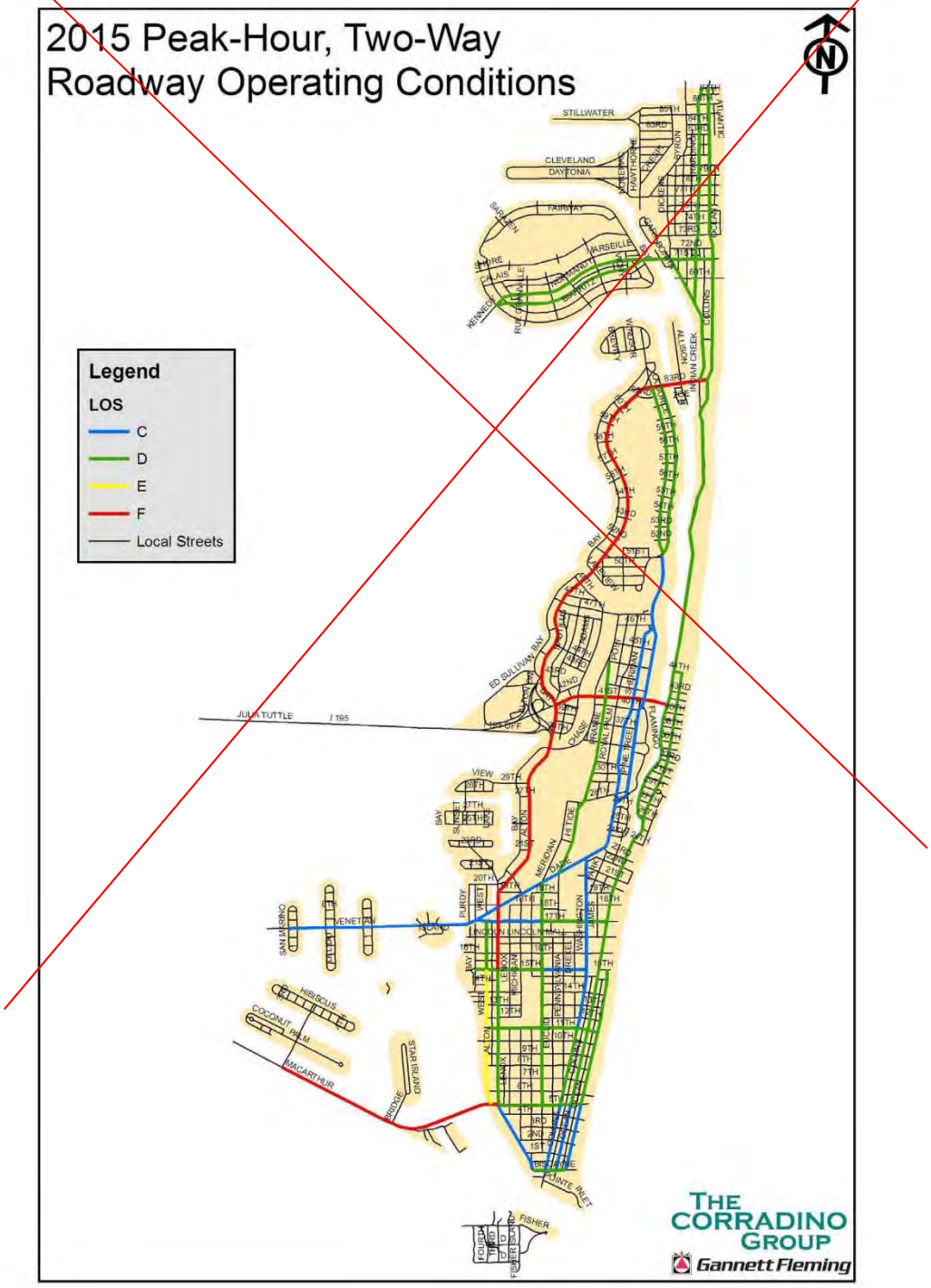
There shall be a full facility impact review of any request for a development permit to be issued by the City for the expansion of the existing cargo port facility in order to preserve the limited traffic capacity of the MacArthur Causeway and the ferry service to Fisher Island and ensure consistency with the Conservation/Coastal Management Element. Conversely, the existing MacArthur Causeway cargo terminal shall continue to be designated Light Industrial on the Future Land Use Map as to protect the facility from the encroachment of incompatible land uses.

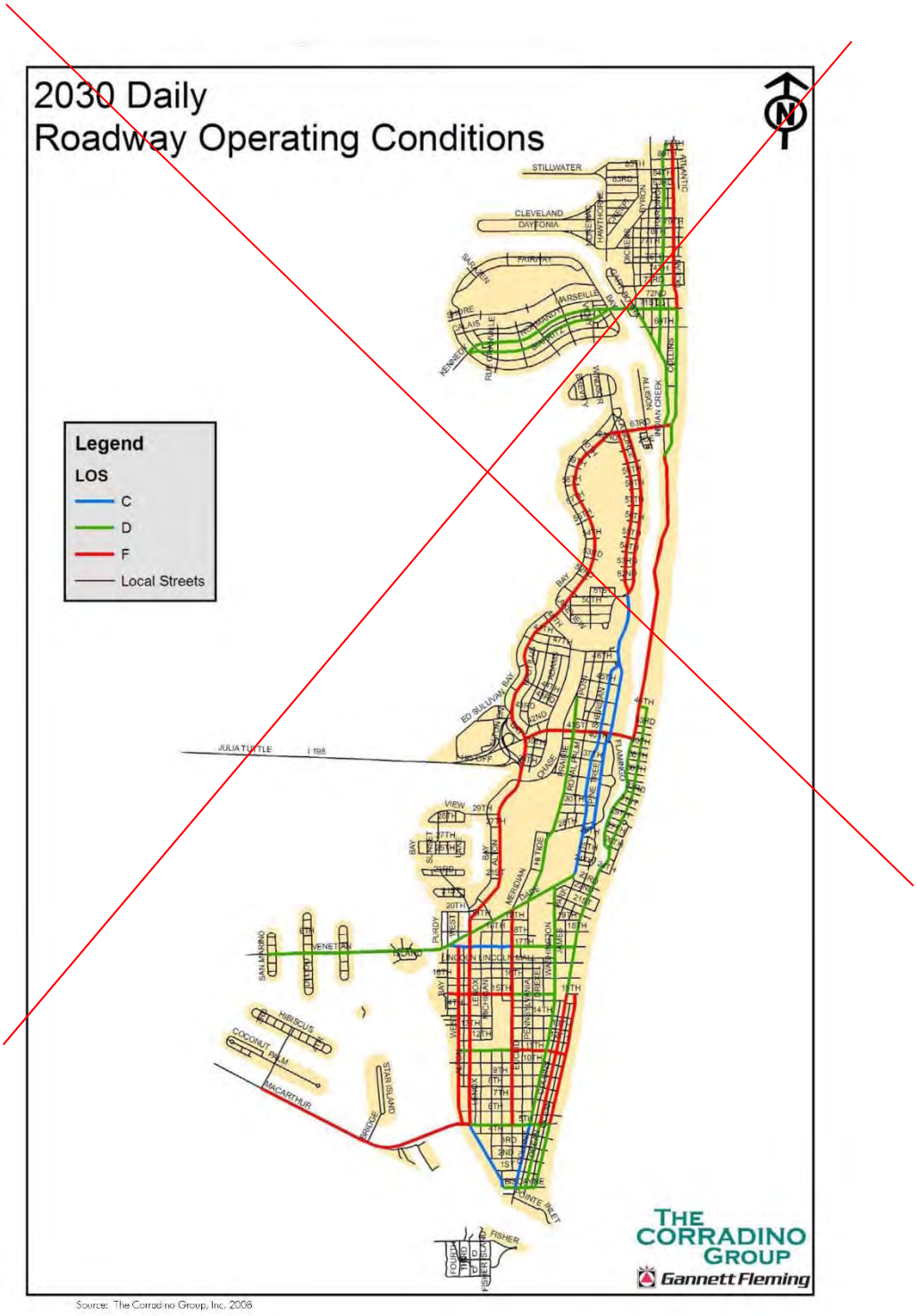
**Policy TE 1.7.17~~6.20~~: Venetian Causeway**

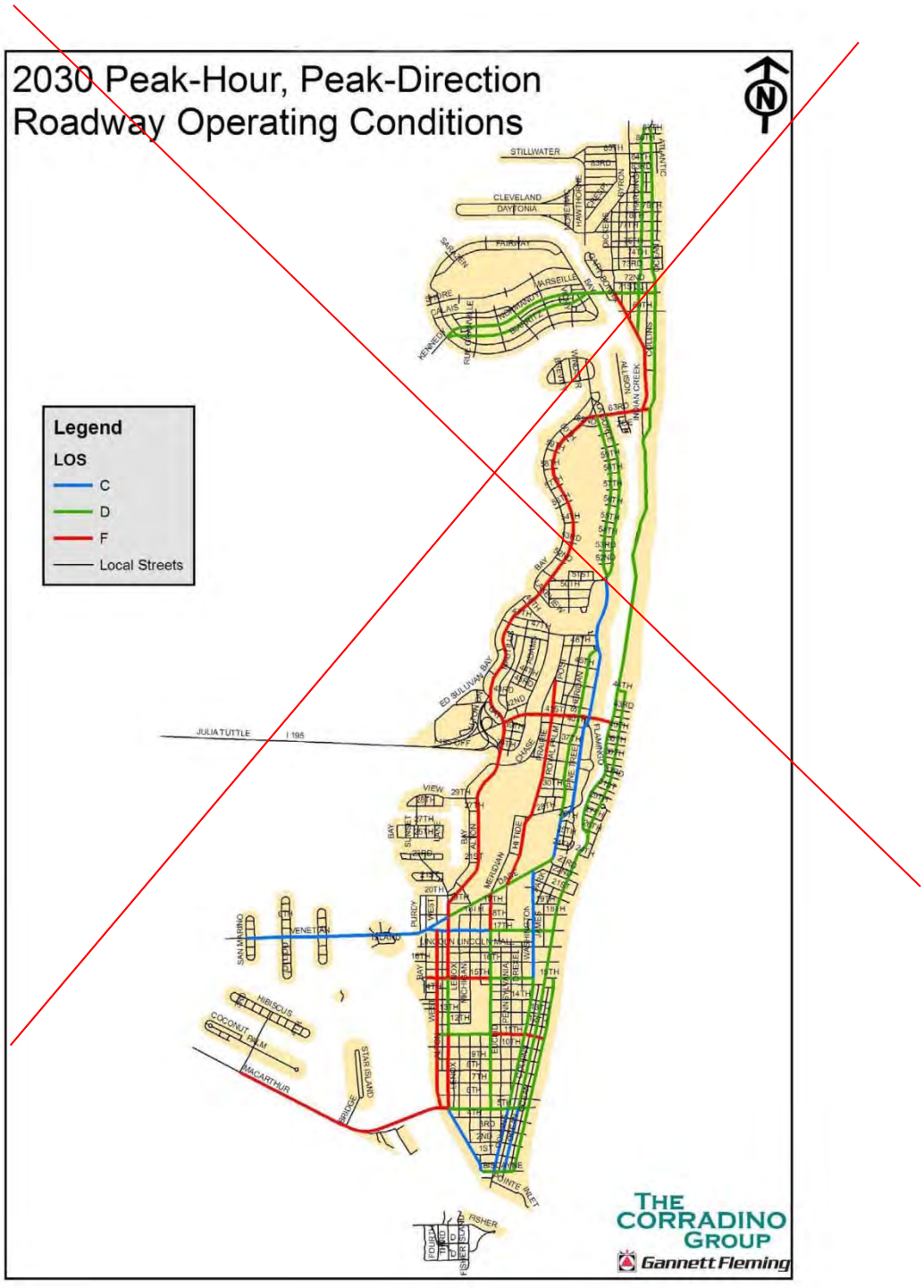
The Venetian Causeway shall not be used as an option for connective multimodal capacity improvements above regular needed local bus service.

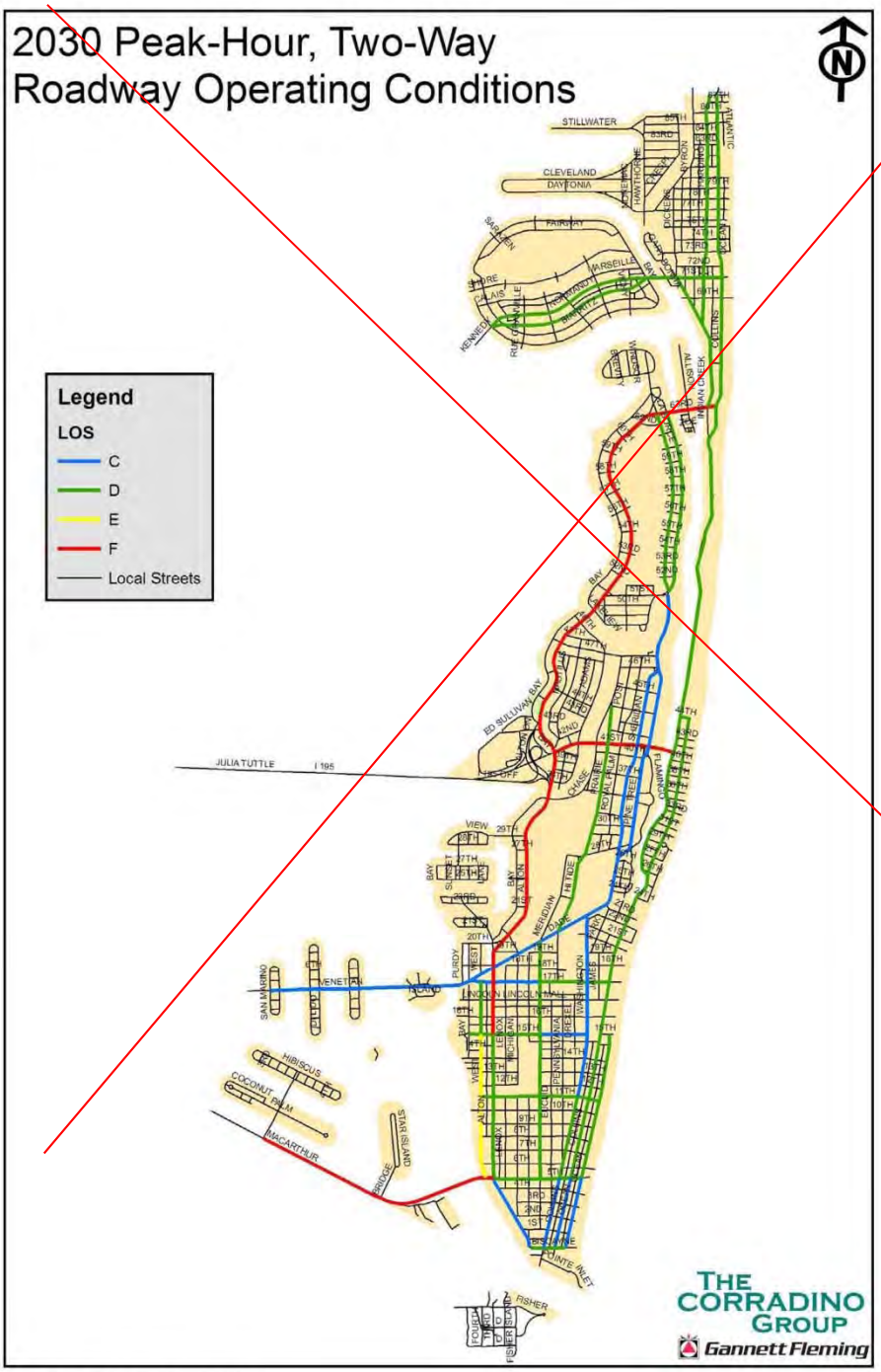

2015 Daily
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THE CORRADINO GROUP
Gannett Fleming


2015 Peak-Hour, Peak-Direction
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THE CORRADINO GROUP
Gannett Fleming


2030 Daily
Roadway Operating Conditions
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THE CORRADINO GROUP
Gannett Fleming
Source: The Corradino Group, Inc. 2008


2030 Peak-Hour, Peak-Direction
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MALABAR CREEK
INDIAN CREEK
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VENETIAN
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HIBISCUS
COCONUT
MACARTHUR
BRIDGE
STAR ISLAND
POINTE INLET
FISHER
THE CORRADINO GROUP
Gannett Fleming




Source: The Corradino Group, Inc. 2008

**OBJECTIVE TE 1.8. ~~12~~: FREIGHT**

The City shall periodically review existing freight routes to improve transportation network efficiency, delivery times, and safety.

**Policy TE 1.8.1~~12.1~~: FLZ Program**

The City should continue its effort in developing and determining FLZ (Freight Logistics Zone) on all regions of the city and as substitutes for the commercial loading zones where appropriate.

**Policy TE 1.8.2~~12.2~~: Colored Curb Program**

FLZ should be classified according to their time restrictions and should be easily identifiable by drivers through a colored pavement program, appropriate signage and way-finding elements.

**Policy TE 1.8.3~~12.3~~: Commercial Loading Zones**

Commercial loading zones should be periodically revaluated and standardized to serve as compliments to the FLZ by providing zones for smaller vehicles, taxis, and/or school drop offs/pick-ups.

**Policy TE 1.8.4~~12.4~~: Freight Routing**

Freight should be routed in a logical way through major corridors by providing loading zones on side streets and alleyways that serve a route which provides access to commercial and transient residences.

**Policy TE 1.8.5~~12.5~~: Freight Amenities**

The City shall encourage and analyze the potential of providing curb ramps and/or dolly/handcarts/hand trucks on FLZs to provide improved access for delivery activities and for quicker loading/unloading.

**Policy TE 1.8.6: Loading Hours**

The City shall explore the use of limitations on hours for loading through the Land Development Regulations, Conditional Use procedures, or other methods, as applicable to minimize the impacts of loading during peak hours.

**OBJECTIVE TE 1.9~~8~~: PARKING**

The City shall provide clean, safe, and affordable parking, by continuing to explore and implement creative and technologically advanced methods of parking provision and management to satisfy the need.

**Policy TE 1.9.1~~8.1~~: Continued Development of Parking**

The City shall continue with the acquisition, construction and improvements to municipal parking facilities as may be needed. The City shall also continue to monitor parking demand, and assess feasibility, where applicable, of potentially responsive strategies.

**Policy TE 1.9.2~~8.2~~: Public Private Partnerships**

The City shall continue to seek public-private partnerships in the development of its parking facilities and intermodal centers. Preferably, these ventures shall encourage off-street parking on centralized parcels that serve multiple land-use and should prioritize the development of surface parking lots into parking garages.

**Policy TE 1.9.3~~8.4~~: Context Sensitive Parking Development**

Off-street parking areas shall be located and designed in a manner that supports and does not conflict with pedestrian and bicycle activity, such as to the side or rear of buildings.

**Policy TE 1.9.4~~8.5~~: Maximum Parking Standards**

The City shall examine the economic, transportation and recreational impact of strategically limiting parking in certain areas, as a means to reinforce alternative modes of transportation.

**Policy TE 1.9.5~~8.6~~: Parking Intercept Facilities and Intermodal Centers**

The City shall support the creation of park and ride lots and/or intermodal centers either at the ingress and egress points to the City, or at transfer locations.

**Policy TE 1.9.6~~8.7~~: Bicycle Parking**

The City shall require all new developments to provide secure short term and long term bicycle parking in the form of bicycle racks, bicycle lockers, locked rooms or other appropriate enclosures as a way of reducing the demand for automobile parking.

**Policy TE 1.9.7~~8.8~~: Incentivizing Transit through Parking**

The City shall encourage long-term daily parking and use of the local circulators as a way of minimizing internal trips within the various neighborhood districts.

~~**Policy 8.9: Reserved**~~

**Policy TE 1.9.8 ~~8.9~~: Public Access to Parking**

The City shall continue to maximize optimal use of public parking spaces by promoting shared parking programs, wayfinding to parking facilities, and use of Smart Parking Systems (SPS) to identify locations of available parking.

**Policy TE 1.9.9 ~~6.17~~: ~~Reserved~~ Parking Strategies**

The City shall implement the recommendations included in the City's parking management study. The process shall evaluate:

a. Placement of future public and private parking facilities related to the support of alternative modes of transportation;
b. Reduction of on-site parking requirements within the City's land development regulations in order to encourage multi-modal use;
c. Commercial delivery issues including the provision of loading zones within alleys to improve street flow and emergency vehicle access.

**Policy TE 1.9.10: Convertible Parking Garages**

Due to ongoing reductions in demands for parking, as a result of ridesharing services, increased use of alternative modes of travel, and eventually improved technology for automated vehicles, the City shall encourage designs for parking garages that can be converted to other uses in the future, if demand for parking declines significantly.

**Goal TE 2 PUTTING PEOPLE FIRST**

Prioritize the people of Miami Beach by encouraging more equitable transportation options, healthy modes of travel, and ~~to~~ ensure safe evacuation routes.

**OBJECTIVE TE 2.1. ~~7~~: ENHANCE, PROTECT, AND PRESERVE THE CITY'S NEIGHBORHOODS**

To provide a safe and attractive transportation system throughout the City that meets the needs of the users of the right-of-way, the neighborhoods, the neighboring communities, and the environment.

**Policy TE 2.1.1~~7.1~~: Public Involvement in the Transportation Process**

All projects shall include key stakeholders at early stages to ensure continuous commitment to public involvement, flexibility in exploring new solutions, and an openness to new ideas. Community members shall play an important role in identifying local and regional identification of issues and solutions that may better meet and balance the needs of all stakeholders.

**Policy TE 2.1.2~~7.2~~: Neighborhood Protection**

The City shall strive to protect the residential neighborhoods from unnecessary traffic intrusion through the evaluation and implementation of traffic calming, regulatory or operational alternatives identified in the adopted Street-Design Guidelines which would provide incentives for non-local traffic to remain on the designated arterial network.

**Policy TE 2.1.3~~7.3~~: Discourage Cut-through Traffic**

The City will work with Miami-Dade County and FDOT to recommend changes to its engineering design criteria to provide appropriate access management techniques to discourage neighborhood cut-through traffic. These may include but shall not be limited to:

- Access on the highest-classified street where City or FDOT standards can be met;
- Joint access, cross access, and shared access;
- Raised median diverters;
- Pedestrian access to encourage walking, rather than driving, short distances;
- Transit orientation, including safe and convenient pedestrian routes to the nearest bus stop;
- Speed tables

**Policy TE 2.1.4~~7.4~~: Traffic Calming**

The City will continue to maintain a traffic calming program to provide for safe and viable neighborhoods and discourage speeding and cut-through traffic. It shall put together a menu of preferred traffic calming methods. This will detail their purpose, ideal implementation scenario, effectiveness and cost. This can be used as a menu to guide and streamline the process. To the extent possible the City shall maintain local control over the implementation of traffic calming measures.

**Policy TE 2.1.5~~7.5~~: Roadway Safety**

The City will coordinate with DPTW and FDOT to ensure that short-term and maintenance of traffic signals and signage are continuously monitored and updated.

**Policy TE 2.1.6~~7.6~~: Emergency Vehicle Access**

Emergency vehicle access shall be considered during any modification of the transportation system, including access to parcels and the design and construction of roads and traffic calming devices.

**Policy TE 2.1.7~~7.7~~: Access Management**

The City shall work with FDOT and ~~DTPW~~ Miami-Dade Transit to impose access location requirements onto City, County and State streets through the implementation of its Public Works Manual, in order to reduce existing or potential congestion and safety problems. The City shall coordinate with other agencies to ensure connectivity impacts to the adjacent transportation system are properly mitigated, adjacent land uses are properly connected, and that mobility needs are met for all modes of transportation. The City, at its own discretion, may require a transportation impact study to aid in the decision on the location and design of the access to serve a land development.

**Policy TE 2.1.8~~7.8~~: Safe Roadway Designs**

The City shall use design review procedures in the land development regulations to control roadway access points in conjunction with development. Such procedures shall include provisions requiring that all access points on state roads be approved by the Florida Department of Transportation, that all access points on county roads be approved by the ~~DTPW~~ Miami-Dade Transit and that all other access points be in accordance with the best professional standards consistent with the protection of property rights.

**Policy TE 2.1.9~~7.9~~: Evaluating Crash Data to Improve Intersection Safety**

The City shall prepare annual accident frequency reports for all collector and arterial roads and coordinate with the FDOT's Traffic Operations Department to mitigate problems at high crash locations.

**Policy TE 2.1.10~~7.10~~: New Connections to the Roadway Network**

The City of Miami Beach, the ~~DTPW~~ Miami-Dade Transit or FDOT, depending on jurisdiction, will monitor all new connections and access points to roadways to ensure safe design. All new connections shall comply with the City's, County's and FDOT's access management standards.

**Policy TE 2.1.11~~7.11~~: Construction Impacts on Mobility**

The City shall monitor the impact of construction on mobility, and coordinate with developers to minimize the impacts to automobile, pedestrian, bicycle and transit facilities. When appropriate, the City shall require a construction staging plan, and a maintenance of traffic plan which may include mitigation efforts, such as off-site parking, and staging of multiple projects to address these impacts.

**Policy TE 2.1.12~~7.12~~: Complete Streets** (please see Glossary of terms)

The City shall consider all aspects of the "Complete Streets" initiative when considering improvements to public rights of way. Complete streets are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities, so that they can safely move along and across the right of way no matter what mode is being used. In doing so all roadway projects shall provide for appropriate widths for sidewalk or bicycle facilities where right of way is available. The City and reviewing agencies shall ensure that the new construction projects are safe for both the user and the community and that the project adds a lasting value to both motorized and nonmotorized users.

~~**Policy 7.13: Reserved**~~

**Policy TE 2.1.13~~7.14~~: The Use of Alleys and Service Vehicles**

The City shall encourage access for parking and service vehicles to be from alleys. ~~The City shall encourage new development and redevelopment to provide alleys through dedication of right-of-way or access easements in order to prevent roadway congestion and encourage pedestrian safety.~~ Additionally, the City shall evaluate the feasibility of developing scheduled delivery and trash removal hours to ensure that these services are not accomplished on public streets during the peak hours.

**Policy TE 2.1.14 ~~7.15~~: Roadways Landscaping, Lighting and Signage**

When new facilities are planned, their design shall be aesthetically compatible with the surrounding community, whenever practical. The City of Miami Beach shall continue to landscape and improve entrances to the City. It shall also continue implementing programs to landscape and maintain existing median strips and rights-of-way.

**Policy TE 2.1.15 Street Lighting**

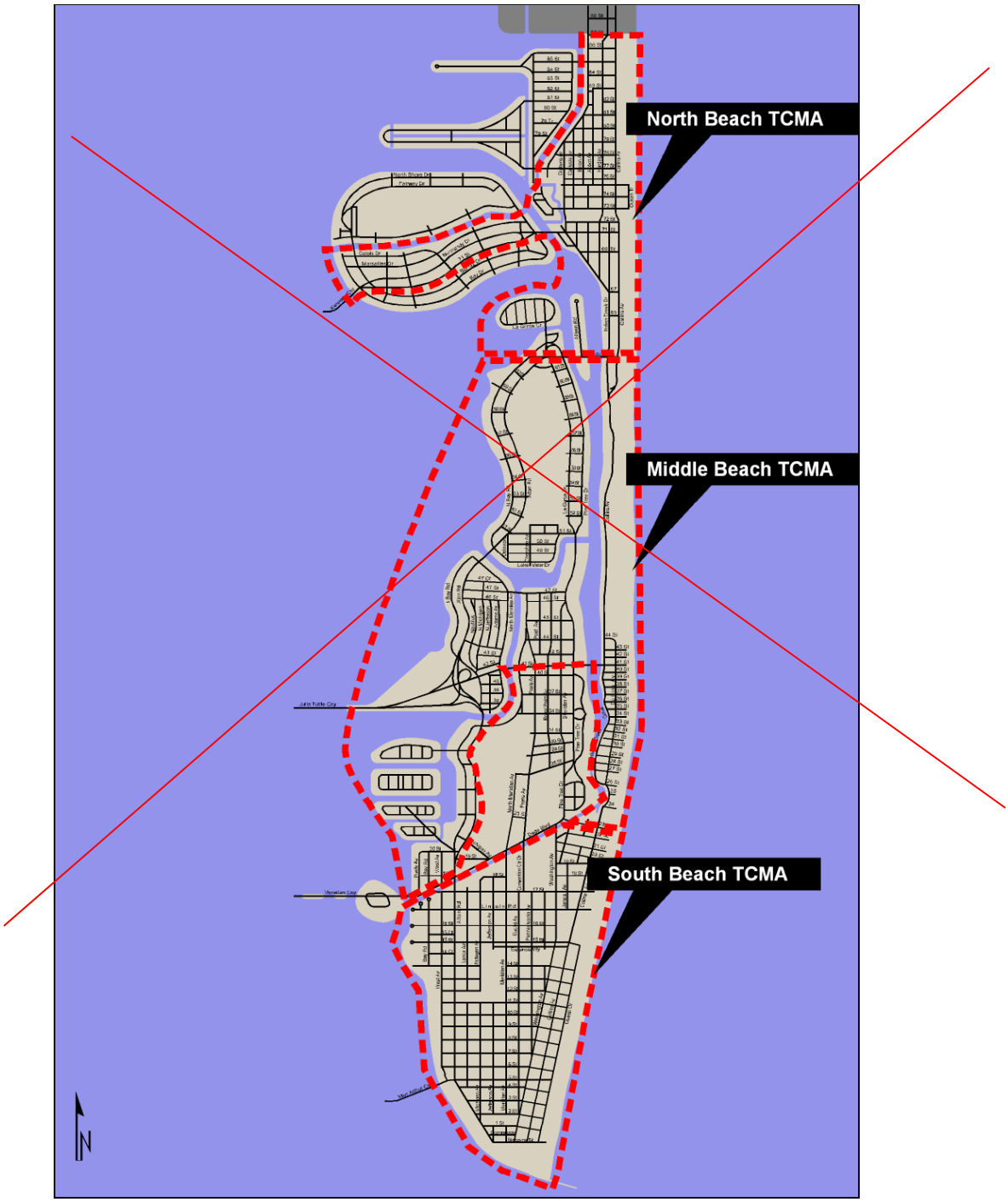
Using the Miami Beach Citemextrix™ Analysis Report as a guide, the City of Miami Beach should alter street lighting to be compliant with illuminance standards. Expressways, major and collector roadways should be evaluated to improve their street lighting uniformity, while overall local roadway lighting should be dimmed.

**Policy TE 2.1 16~~6.10~~: Awareness Mobility Options**

To improve citizen and visitor awareness of mobility options ~~within the South Beach, Middle Beach and North Beach TCMA's~~, the City shall establish mechanisms to highlight information regarding the availability of mobility options.

**Policy TE 2.1.17~~6.11~~: Multimodal Strategies**

Through the site plan review process, the City shall educate the development community and promote TSM and/or TDM strategies and incentives to use alternate modes of transportation (such as parking policies and provision of intermodal transfers), that will accomplish mobility within and through each transportation concurrency management area.




~~**Map 9.1 City of Miami Beach TCMAs 1**~~

**OBJECTIVE 9: TRANSPORTATION CONCURRENCY MANAGEMENT AREAS (TCMA)**

**The City shall maintain the North Beach, Middle Beach and South Beach Transportation Concurrency Management Areas (TCMA's) within its boundaries. The boundaries of these TCMA's shall be depicted on Map 9.1. Within these areas, increased multi-modal mobility options will be pursued and redevelopment efforts will be focused.**

**Policy 9.1: Calculating Remaining Capacity**

Transportation Concurrency Management Areas (TCMA) rely on the measurement of capacity on an Areawide basis. As such the following facilities will have their service volumes averaged at the approved Level of Service, as the calculation of Areawide capacity.

South Beach TCMA – Facilities to be averaged

| Roadway | Function | Direction | From | To | TCMA LOS | Service Volume |
|---|---|---|---|---|---|---|
| Alton Road | Arterial | N/S | Dade Blvd. | 5th St. | D+20 | 3150 |
| Washington Avenue | Collector | N/S | Dade Blvd. | 5th St. | D+50 | 3100 |
| *SUBTOTAL* | | | | | | *6250* |
| Collins Avenue | Arterial | N/S | 23rd Street | 5th Street | D+50 | 1450 |
| Meridian Road | Collector | N/S | Dade Blvd. | 5th Street | D+20 | 1150 |
| West Avenue | Collector | N/S | Dade Blvd. | 5th Street | D+20 | 1150 |
| *SUBTOTAL* | | | | | | *3750* |
| Alton Road | Collector | N/S | 5th Street | Biscayne | D+50 | 3100 |
| Washington Avenue | Collector | N/S | 5th Street | Biscayne | D+50 | 3100 |
| *SUBTOTAL* | | | | | | *6200* |
| 5th Street | Arterial | E/W | Alton Road | Washington | D+50 | 6350 |
| 17th Street | Arterial | E/W | Dade Blvd. | Collins Ave | D+50 | 3900 |
| Dade Boulevard (share) | Arterial | E/W | Venetian | Pine Tree Dr. | D+50 | 4200 |
| *SUBTOTAL* | | | | | | *14450* |

Middle Beach TCMA – Facilities to be averaged

| Roadway | Function | Direction | From | To | TCMA LOS | Service Volume |
|---|---|---|---|---|---|---|
| Alton Road | Arterial | N/S | 63rd Street | Dade Blvd | D | 3400 |
| Collins\Indian Creek | Arterial | N/S | 63rd Street | 23rd Street | D+20 | 3800 |
| *SUBTOTAL* | | | | | | *7200* |
| 41st Street | Arterial | E/W | Alton Road | Indian Creek | D+20 | 3300 |
| Dade Boulevard (share) | Arterial | E/W | Venetian | Pine Tree Dr. | D+50 | 4200 |
| 63rd Street (share) | Arterial | E/W | Alton Road | Indian Creek | D+20 | 3150 |
| *SUBTOTAL* | | | | | | *10650* |

North Beach TCMA – Facilities to be averaged

| Roadway | Function | Direction | From | To | TCMA LOS | Service Volume |
|---|---|---|---|---|---|---|
| Collins Avenue- one way | Arterial | N/S | City Limit | 63rd Street | D+20 | 2800 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Harding/Abbott Ave.-one way pair | Arterial | N/S | City Limit | Indian Creek Dr | D+20 | 2800 |
| Indian Creek Drive | Arterial | N/S | 71st Street | 63rd Street | D+20 | 3300 |
| *SUBTOTAL* | | | | | | *8900* |
| 71st Street/Normandy Dr. | Arterial | E/W | City Limit | Indian Creek | D+20 | 3150 |
| 63rd Street (share) | Arterial | E/W | Alton Road | Indian Creek | D+20 | 3150 |
| *SUBTOTAL* | | | | | | *6300* |

**Policy 9.2: Growth Management**

The City shall review all proposed developments for their impact upon the adopted LOS standards. Each development will be subject to the City's Concurrency Management System. The City will continue to monitor the existing Transportation Concurrency Management Areas and continue to implement multimodal opportunities pursuant to the Florida Administrative Code, (F.A.C. sec, 9J-5).

**Policy 9.3: Proportionate Fair Share Mitigation for Non Deficient Areas**

The City shall have the ability to mitigate the impact of a proposed development on individual roadways, segments of roadways, or areas as a whole within a Transportation Concurrency Management Areas, even if Areawide service volumes are not surpassed, by collecting a proportionate fair share contribution from a developer in accordance with applicable sections of Florida Statutes.

**Policy 9.4: Proportionate Fair-Share Mitigation for Deficient Areas**

When areas are deficient in capacity, the City may issue development orders when transportation concurrency requirements are satisfied by a proportionate fair share contribution from a developer in accordance with applicable sections of Florida Statutes. Regardless of concurrency or mitigation, the City maintains the right to reject development for non compliance with any other aspect of the Comprehensive Plan or Land Development Regulations.

**Policy 9.5: Multimodal Transportation**

Within each Transportation Concurrency Management Area, infill and redevelopment shall be encouraged which is supportive of mobility alternatives including walking, bicycling and use of transit, particularly those associated with the completion of the Beachwalk and Baywalk projects.

**Policy 9.6: Parking Within the TCMA's**

The City, shall implement the recommendations included in the City's parking management study within the City's TCMA's. The process shall evaluate:

d. Placement of future public and private parking facilities related to the support of alternative modes of transportation;
e. Reduction of on-site parking requirements within the City's land development regulations in order to encourage multi-modal use;
f. Commercial delivery issues including the provision of loading zones within alleys to improve street flow and emergency vehicle access.

**Policy 9.7: Concurrency Mitigation Fees**

Concurrency mitigation fees within the City's TCMA's shall be used where appropriate to support multi-modal options. This process shall address:

a. Contribution towards the construction of park and ride facilities to be served by transit;
b. The construction of enhanced pedestrian amenities that create a pedestrian friendly environment, such as:
   - narrower traffic lanes,
   - median refuges, curb extensions ("bulb-outs"),
   - count-down pedestrian signals,
   - use of geometric designs that minimize crossing distances and increase visibility between pedestrians and motorists,
   - timing signals to minimize pedestrian delay & conflicts;
c. The construction of bicycle facilities and/or the evaluation of reclaiming street space for other uses through the use of complete streets concepts.

**Policy 9.8: Provision of Multimodal Amenities**

Within the City's TCMA's, the City shall require all new major developments, (those projects over 50,000 gross square feet, and/or projects that increase the number of trips over 100 peak hour trips), to submit a Transportation Mitigation Plan which will include strategies to mitigate the traffic generated by the site, and will encourage the use of alternative modes of transportation. The safety and convenience of all users of the transportation system including pedestrians, bicyclists, transit users, and motor vehicle drivers shall be accommodated and balanced in all types of transportation and development projects and through all phases of all new major developments so that the most vulnerable – children, elderly, and persons with disabilities – can travel safely within the public right of way. Applicable treatments may include, but not be limited to TDM strategies included in Policy 6.2 and TSM policies included in Policy 6.1.

**Policy 9.9: Projects within the TCMA's**

The City will continue to utilize funding mechanisms the MPO planning process, and continual updating of a concurrency mitigation bank to support the projects contained within the City's long term planning documents which address mobility options. Those projects located within the City's TCMA's and which are alternative modes should receive funding priority.

**Policy 9.10: Concurrency Management**

Transportation concurrency within the South Beach, Middle Beach and North Beach TCMA's will be maintained and tracked by the Transportation and Concurrency Management Section located within the Public Works Department.

**Policy 9.11: Updating the Concurrency Management System**

The City shall update the traffic counts in the Concurrency Management System every two years. This data shall be used as part of the update of the long range transportation master planning process.

**OBJECTIVE TE 2.2: DEVELOPMENT REVIEW**

Consideration of safe and convenient access to all modes of travel shall be included for proposed projects through the development review process.

**Policy TE 2.2.1** ***(Relocated Text)***
*During the development review process the City shall include right-of-way needed to implement planned improvements. The City shall consider the historic context, the built-out environment and the future ~~level of service requirements~~ demands when evaluating future improvements.*

**Policy TE 2.2.2 ~~4.6~~: Providing Basic Transit Infrastructure**

~~Development approval for sites located on main thoroughfares within existing transit routes shall be required where appropriate, to incorporate transit facilities and dedicate an easement to Miami Beach or DTPW for public transit amenities. The dedicated easement shall be of sufficient size to allow for 1) Americans with Disabilities Act (ADA) access to transit 2) for future shelter placement, and 3) for future placement of shared bicycles. Fair share contributions in lieu of easement dedication may be granted when an existing bus shelter, pad, or shared bicycle facility is located within ¼ mile from the proposed development on the same side of the roadway. Appropriate bus stop facility locations shall be determined by analyzing the existing need on established routes and assessing the existing built environment such as the width of the sidewalk, the presence of a sidewalk and/or the location of any existing structures. Transit routes with the highest ridership and located on an existing bicycle route will be the highest priority for facility placement.~~

Development approval for sites located on main thoroughfares within existing transit routes shall be required, where appropriate, to construct a concrete pad and dedicate an easement to Miami Beach or Miami-Dade Transit (or its successor agencies) for public transit uses. The dedicated easement shall be of sufficient size to allow for Americans with Disabilities Act (ADA) access to transit and for future shelter placement. Fair share contributions in lieu of easement dedication may be granted when an existing bus shelter or pad is located within ¼ mile from the proposed development on the same side of the roadway. Appropriate bus stop facility locations shall be determined by analyzing the existing need on established routes and assessing the existing built environment such as the width of the sidewalk, the presence of the sidewalk, and/or the location of any existing structures. Bus routes with the highest ridership and located on an existing bicycle route will be the highest priority for facility placement.

**Policy TE 2.2.3 ~~4.3~~: Development Compliance with Transit Level of Service**

Issuance of all development orders for new development or significant expansions of existing development shall be contingent upon compliance with the ~~above~~ level of service standards within the Transportation Element.

**Policy TE 2.2.4 Alleyways in Site Design** (*relocated text from previous policy 7.14*)

*The City shall encourage new development and redevelopment to provide alleys through dedication of right-of-way or access easements in order to prevent roadway congestion and encourage pedestrian safety.*

**Policy TE 2.2.5 ~~5.6~~ Bicycle Storage**

The City shall establish guidelines for the provision of short term and long term bicycle parking areas**,** including bicycle racks for multifamily residential areas, commercial areas, and recreational areas. All new garages shall include long-term bicycle parking (bicycle lockers).

**Goal TE 3** **TRANSPORTATION RESILIENCY**

**Improve transportation resiliency in Miami Beach through sustainable and adaptive improvements that are consistent with regional transportation plans and support hurricane evacuation.**

**OBJECTIVE TE 3.1**
Sustainable and adaptive transportation facility design priorities and construction methodologies shall be incorporated into future transportation infrastructure investments as feasible and effective.

**Policy TE 3.1.1** ~~1.6.2~~ **Elevation of Roadways**

The City of Miami Beach shall study the feasibility of elevating streets and avenues within the City that could also be utilized for conveyance, absorption, and storage of stormwater.

**Policy RSE 2.1.3 Blue and Green Transportation Infrastructure**

Roadway and other transportation related improvement projects shall address the feasibility of including a blue and green infrastructure component that enhances water management and increases co-benefit uses on transportation public facilities and infrastructure within the City.

**Policy TE 3.1.2** ~~1.6.3~~ **Paver Block Alleyways**

The City shall evaluate the use of ~~interstitial~~ porous pavements or paver block for alleys to enhance hydrological, environmental, and public functions on an individual project basis.

**Policy TE 3.1.3** ~~1.6.4~~ **Pervious Roadway Surfaces**

To improve coastal resilience and improve existing roads, the City of Miami shall consider the feasibility of using pervious pavement materials on an individual project basis.

**Policy TE 3.1.4** ~~1.6.5~~ **Reduction of Carbon Emissions**

Incentivize alternative transportation options whenever feasible for commercial and residential use throughout the Miami Beach community, to substantially minimize carbon emissions created through transportation uses.

**Policy TE 3.1.5 Reduction of Urban Heat Island Effect**

The City shall evaluate the use of high albedo paving materials and asphalts to reduce the urban heat island effect generated from roadways.

**Policy TE 3.1.5~~3~~.4: Sustainable Development** ~~(please see Glossary of terms)~~

The City shall plan, design and construct roadway projects and provide approval for commercial roadway projects that minimize consumption of non-renewable resources, limit consumption of renewable resources to sustainable yield levels, reuse and recycle its components, and minimize the use of land and production of noise. To this end, the City shall integrate multimodal transportation facilities to reduce reliance on automobiles through initiatives such as:

- Trolley system expansion.
- **Transit development** throughout the City to enable access to longer distances without the need for a private vehicle.
- **Integration of Trolley and Transit service** to achieve optimal connectivity**.**
- **Exclusive Transit Lanes.** As a way to incorporate the overall vision for an interconnected and reliable transit network for the City, exclusive transit lanes were considered for corridors with prioritized transit modes. The provision of a lane(s) solely dedicated to transit offers a range of operations and economic opportunities for a corridor. Exclusive transit lanes allow for the implementation of Rapid Transit systems and improve the reliability of traditional bus service. Light Rail/Modern Streetcars, Bus Rapid Transit (BRT) and Enhanced Bus systems are forms of rapid transit that combine stations, vehicles, services, and ITS elements into an integrated system. The City is studying Rapid Transit Systems to determine demand, cost, benefit, and impact.
- **Concurrent flow bus lanes** should allow at least two (2) adjacent general traffic lanes in the same direction of travel.
- **Contra flow bus lanes** should allow at least two (2) traffic lanes in the opposite direction of travel, as deemed technically feasible.
- **Expansion of the Atlantic Greenway Network** by continued negotiation with property owners along the Atlantic Ocean and along Biscayne Bay.
- **Bicycle rack installations**. City will maintain the approximately 500 bicycle racks installed in 2015-2016, and continue to install additional bicycle racks as recommended in the 2015 Bicycle Pedestrian Master Plan in safe, convenient locations along commercial corridors, residential areas and public facilities. Bicycling as an alternative form of transportation will increase the quality of life for our community by reducing traffic congestion.
- The City will adhere to the policy governing protected bicycle lanes as contained in the 2015 Bicycle Pedestrian Master Plan.
- **Bicycle rental program** – The City already started this program with a proposal to install up to 85 kiosks of approximately 16 bicycles per kiosks. The benefits of this program include reduced traffic congestion, improved air quality, quieter and more livable streets and the opportunity for citizens to improve their health through exercise.
- **Shared car program** will allow for the short term access to vehicles by residents and visitors reducing the need for vehicle ownership and encouraging the use of alternative modes of transportation.

**OBJECTIVE TE 3.2 ~~10~~: TRANSPORTATION COORDINATION WITH OTHER JURISDICTIONS**

Transportation efforts in the City will be coordinated with the plans and programs of other state and local jurisdictions including; the Miami-Dade ~~Metropolitan~~ Transportation Planning Organization (~~M~~TPO), the Florida Department of Transportation (FDOT), Miami-Dade County Public Works (MDCPW), and Miami Dade Transit (MDT), and other local jurisdictions**.**

**Policy TE 3.2.1 ~~10~~.1: Coordinate with the ~~M~~TPO and FDOT**

The City shall review the annual versions of the LRTP and the Transportation Improvement Program (TIP) to coordinate this element with the plans of the ~~M~~TPO and FDOT.

**Policy TE 3.2.3 ~~10~~.2: Coordinate with Miami-Dade County**

The City shall review the annual versions of the MDC Transit Service Development Plan to coordinate this element with the plans of the MDT.

**Policy TE 3.2.3~~10.3~~: Coordination with Other Cities**

The City shall review for compatibility with this element the transportation plans and programs of Miami-Dade County and neighboring municipalities as they are amended in the future.

**Policy TE 3.2.4~~10.4~~: Coordination of Bicycle and Pedestrian Facilities**

The City shall work with adjacent jurisdictions to coordinate regional interconnection of bicycle, transit and pedestrian facilities.

**Policy TE 3.2.5~~10.5~~: Coordination with Transportation Management Organization**

The City shall assign a liaison with South Florida Commuter Services to the citizens and employees traveling to and from Miami Beach on a regular basis.

**Policy TE 3.2.6~~10.6~~: Multimodal Components of Roadway Projects**

During the design stages of roadway improvements, the location of transit facilities such as transit intermodal facilities, transit centers, transit stops, turn-out bays, transit amenities and transit shelter locations, shall be included in the roadway design proposal. These improvements shall be coordinated with the agency(ies) that have jurisdiction over the facilities being designed.

**OBJECTIVE TE 3.3~~11~~: HURRICANE EVACUATION**

To address hurricane evacuation within the City of Miami Beach, the City shall coordinate with responsible agencies including the Florida Department of Community Affairs, Miami- Dade Office of Emergency Management, South Florida Regional Planning Council and Miami-Dade Transit.

**Policy TE 3.3.1~~11.1~~: Awareness of Evacuation Routes**

The City shall continue to coordinate with Miami-Dade Transit to evaluate the need for establishment of increased evacuation pick up sites within the City and promote community awareness of the location of these site and evacuation routes.

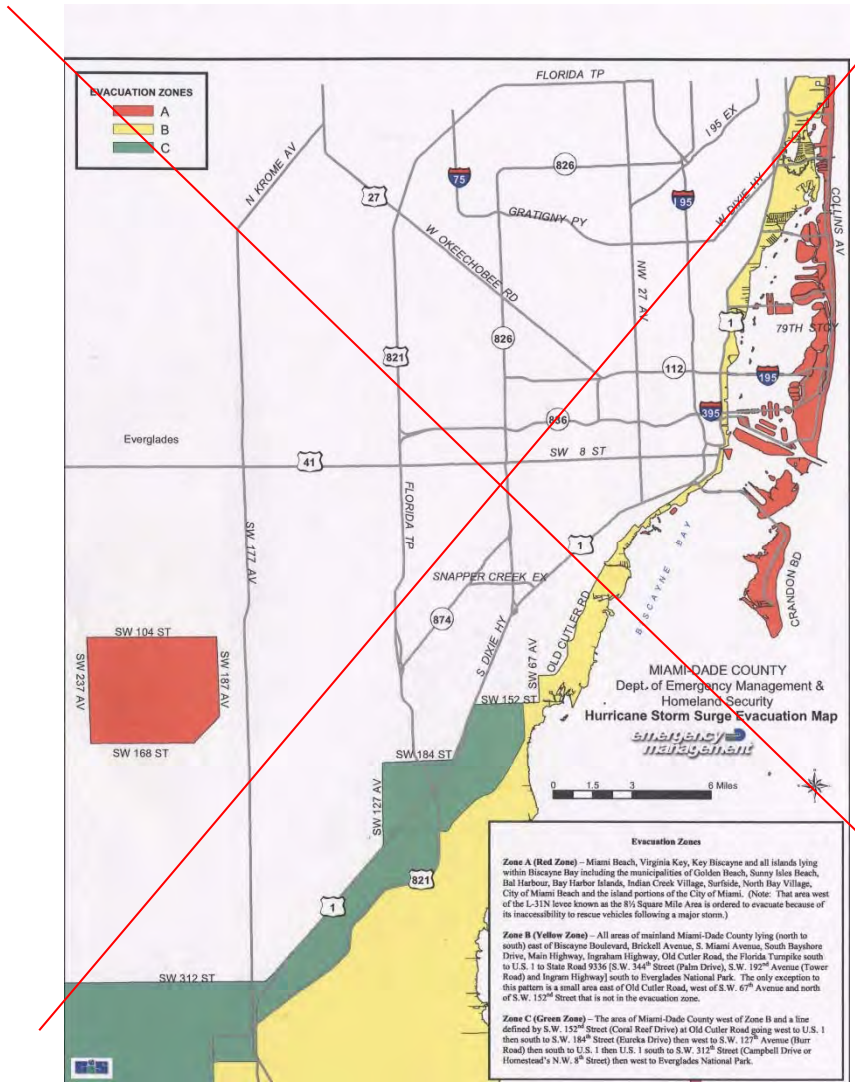
**Policy TE 3.3.2~~11.2~~: Improving Evacuation Clearance Times**

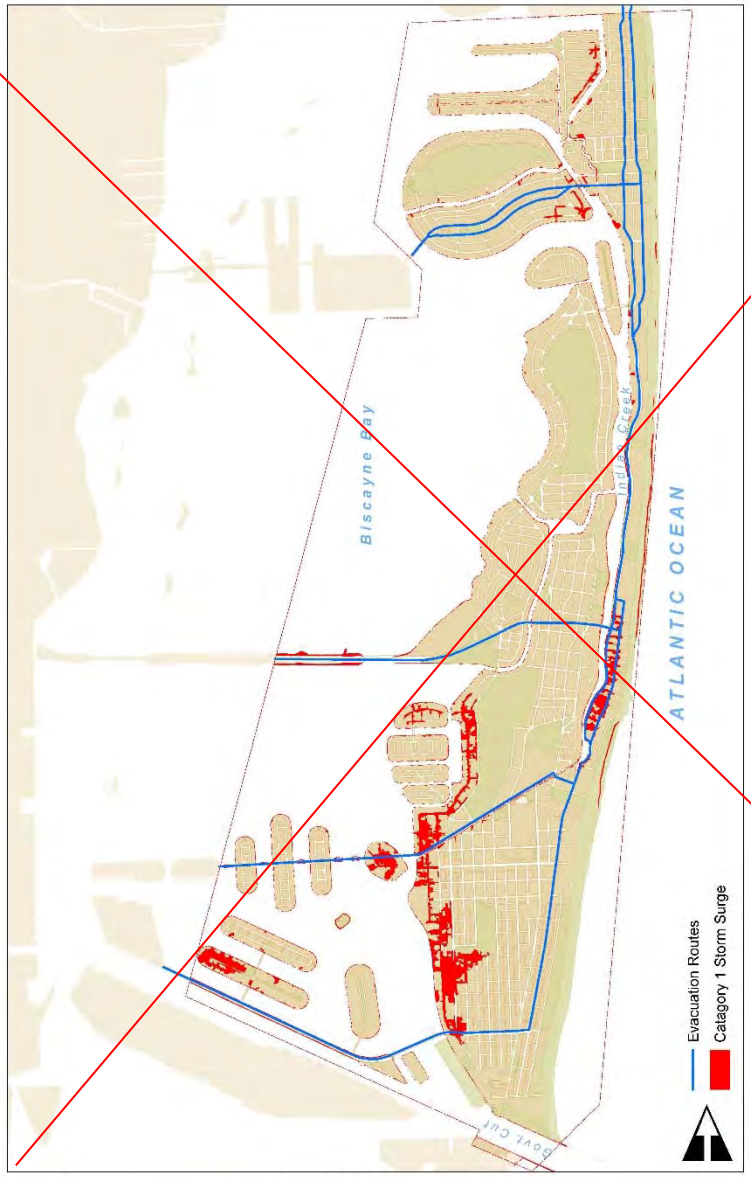
The City shall coordinate with the Miami-Dade Office of Emergency Management to improve evacuation clearance times of its routes including 5th Street/Alton Road through a change to the hurricane evacuation route zones to take advantage of available capacity on alternative evacuation routes.

**Policy TE 3.3.3~~11.3~~: Assistance with Evacuation**

The City shall evaluate entering into an agreement with a private contractor to assist with evacuation during hurricane events.

Source: Miami Dade County Dept. of
Emergency Management & Homeland Security






MIAMIBEACH

Coastal High Hazard Area

Category 1 Storm Surge and Evacuation Routes

**GLOSSARY OF TERMS**

- **Atlantic Greenway Network:** Is a multi-modal network that will knit together elements of the Miami Beach bicycle/pedestrian transportation system: the north-south Beach Corridors running parallel to the dunes, and the Neighborhood Trails that provide access to the beach, parks, schools, and the commercial, cultural and civic destinations.
- **Bay Walk Network**: Is a series of multi-use paths along the bayfront in South Beach. This network is implemented as redevelopment occurs in the area.
- **Bus Rapid Transit (BRT):** is an enhanced bus system that operates on bus lanes or other transit ways in order to combine the flexibility of buses with the efficiency of rail. By doing so, BRT operates at faster speeds, provides greater service reliability and increased customer convenience. It also utilizes a combination of advanced technologies, infrastructure and operational investments that provide significantly better service than traditional bus service.[1]
- **Complete Streets:** The Complete Streets concept is an initiative to design and build roads that adequately accommodate all users of a corridor, including pedestrians, bicyclists, users of mass transit, people with disabilities, the elderly, motorists, freight providers, emergency responders, and adjacent land users.
- **Context Sensitive Design (CSD) or Context Sensitive Solutions (CSS):** is a collaborative, interdisciplinary approach that involves all stakeholders to develop a transportation facility that fits its physical setting and preserves scenic, aesthetic, historic and environmental resources, while maintaining safety and mobility. CSS is an approach that considers the total context within which a transportation improvement project will exist. CSS principles include the employment of early, continuous and meaningful involvement of the public and all stakeholders throughout the project development process.
- **Development Order:** Granting, denying or granting with conditions an application for zoning approval, division of lots, rezoning, conditional use, variance, certificate of use, occupational license, design approval, or any other official action having the effect of permitting the development of land which exceeds the intensity of development which exists on the property at the time of application.
- **Federal Interstate Highway System (FIHS):** It is a statewide transportation network that provides for high-speed and high-volume traffic movements within the state. The system also accommodates High-Occupancy Vehicles (HOVs), express bus transit and, in some corridors, passenger rail service. The primary function of the system is to serve interstate and regional commerce and long-distance trips.
- **Intelligent Transportation Systems (ITS):** apply well-established technologies of communications, control, electronics and computer hardware and software to the surface transportation system.
- ~~**Level of Service (LOS):** is defined by the Highway Capacity Manual 2000 as: "a quality measure describing operational conditions within a traffic stream, generally in terms of such service measures as speed and travel time, freedom to maneuver, traffic interruptions, and comfort and convenience. Six LOS are defined for each type of facility that has analysis procedures available. Letters designate each level, from A to F, with LOS A representing the best operating conditions and LOS F the worst. Each LOS represents a range of operating conditions and the driver's perception of those conditions."~~

[1] Federal Transit Administration

- **Mobility Fee:** is an impact fee on new development and increases in density and/or intensity that are based on predicted vehicles miles traveled (VMT).

- **Multimodal Level of Service:** explores a method for assessing how well an urban street serves the needs of all of its users. The method for evaluating the multimodal level of service (MMLOS) estimates the auto, bus, bicycle, and pedestrian level of service on an urban street using a combination of readily available data and data normally gathered by an agency to assess auto, transit, pedestrian and bicycle level of service.

- **Northeast Corridor:** It is planned to provide a high-capacity transit connection along a 13.6-mile corridor extending from downtown Miami, through Little Haiti, to NE 215th Street, generally along the Biscayne Boulevard/U.S. 1 Corridor and FEC Railroad right-of-way. The corridor has been identified as part of the Peoples Transportation Plan for possible funding by the half-cent sales revenues established by referenda 2002 and identified in the Miami-Dade TPO 2019 SMART Plan.

- ~~**Service volume:** is defined by the Highway Capacity Manual 2000 as: "The maximum hourly rate at which vehicles, bicycles, or persons reasonably can be expected to traverse a point or uniform segment of roadway during an hour under specific assumed conditions while maintaining a designated level of service."~~

- **Strategic Intermodal System:** is a statewide network of high-priority transportation facilities, including the state's largest and most significant commercial service airports, spaceport, deepwater seaports, freight rail terminals, passenger rail and intercity bus terminals, rail corridors, waterways and highways. These facilities are the workhorses of Florida's transportation system, carrying more than 99 percent of all commercial air passengers, virtually all waterborne freight tonnage, almost all rail freight, and more than 68 percent of all truck traffic and 54 percent of total traffic on the State Highway System.

- **Sustainable Development:** Sustainable development is development that meets the needs of the present without compromising the ability of future generations to meet their own needs.

- **Transportation Concurrency Exception ~~Management~~ Area:** The 2011 Community Planning Act removed the state-mandated requirement for transportation concurrency, and provides local governments with the option of continuing to apply concurrency within their jurisdictions. Miami-Dade County continues require transportation concurrency outside of it Urban Infill Areas. Miami Beach has an existing TCEAs since 1994 and is exempt from the local County-wide transportation concurrency provisions. ~~According to Section 163.3180(7), Florida Statutes, such an area "must be a compact geographic area with an existing network of roads where multiple, viable alternative travel paths or modes are available for common trips." Within a Transportation Concurrency Management Area, a level of service standard is applied area-wide rather than on individual road segments. The area-wide level of service is determined by averaging the level of service on similar facilities within the designated area serving common origins and destinations. This alternative approach to strict concurrency should be used only where alternative modes are truly viable.~~

- **Transportation Demand Management:** (TDM): is a general term for strategies that result in more efficient use of our transportation system and that markets alternative forms of transportation for commuters, in order to reduce traffic congestion and air pollution and to increase efficiency of the transportation system.

- **Transit Intermodal Facilities:** are transfer facility that provides convenient connections between streetcars, bus rapid transit (BRT), or another public transit mode such as busways, bus lines, while offering some pedestrian and bicycle amenities and services; provides access to more than two (2) buses or light rail/streetcars; provides accessory

parking spaces at intercept locations, generally between 75 and 500 spaces; and may include amenities such as retail, restrooms and lounge areas.

- **Transportation Mitigation Plan:** Is a transportation plan to be developed by applicants of all new major developments that will include strategies to mitigate the impacts of the traffic generated by these developments. Strategies to be developed will be pursuant to the provisions of the policies contained in the Transportation Element and the City's Land Development Regulations.

- **Transit Oriented Design:** or Transit Oriented Development (TOD) is moderate to higher density development, located within an easy walk of a major transit stop, generally with a mix of residential, employment, and shopping opportunities designed for pedestrians without excluding the auto. TOD can be new construction or redevelopment of one or more buildings whose design and orientation facilitate transit use.

- **Transportation Regional Incentive Program: (TRIP)** is a program that was created to improve regionally significant transportation facilities in "regional transportation areas". State funds are available throughout Florida to provide incentives for local governments and the private sector to help pay for critically needed projects that benefit regional travel and commerce. The Florida Department of Transportation (FDOT) will pay for 50 percent of project costs, or up to 50 percent of the nonfederal share of project costs for public transportation facility projects.

- **Transportation Systems Management: (TSM)** approach to congestion mitigation seeks to identify improvements to enhance the capacity of existing system of an operational nature. Through better management and operation of existing transportation facilities, these techniques are designed to improve traffic flow, air quality, and movement of vehicles and goods, as well as enhance system accessibility and safety.

- ~~**120 percent of LOS D:** Is defined as 120 percent of the service volume (see service volume definition), which is the same as multiplying the LOS D Service Volume times a 1.2 factor. In these specific cases the LOS standard service volume thresholds are increased to account for the fact that the roadways within the enhanced transit service area are benefited by increased levels of public transportation, which will attract person trips instead of using the private automobile on the roadway. Having increased levels of public transit service are very much in line with the City's comprehensive plan goals, objectives and policies, as well as those at the State comprehensive planning level.~~

- ~~**150 percent of LOS D:** Is defined as 150 percent of the service volume (see service volume definition), which is the same as multiplying the LOS D Service Volume times a 1.5 factor. In these specific cases the LOS standard service volume thresholds are increased to account for the fact that the roadways within the enhanced transit service area are benefited by increased levels of public transportation, which will attract person trips instead of using the private automobile on the roadway. Having increased levels of public transit service are very much in line with the City's comprehensive plan goals, objectives and policies, as well as those at the State comprehensive planning level.~~

**List of Acronyms**

- ADA: American with Disabilities Act
- AGN: Atlantic Greenway Network
- BRT: Bus Rapid Transit
- CIP: Capital Improvement Program
- CSD: Context Sensitive Design
- CSS: Context Sensitive Solutions
- ~~DTPW: Miami-Dade County Department of Transportation and Public Works~~
- FDOT: Florida Department of Transportation
- FIHS: Florida Interstate Highway System
- FLZ: Freight Logistics Zone
- ITE: Institute of Transportation Engineers
- ITS: Intelligent Transportation Systems
- LOS: Level of Service
- LRTP: Long Range Transportation Plan
- MDC: Miami-Dade County
- MDPWD: Miami-Dade Public Works Department
- MDT: Miami-Dade Transit
- ~~MPO: Metropolitan Planning Organization~~
- SIS: Strategic Intermodal System
- SMART: Strategic Miami Area Rapid Transit
- ~~TCMA: Transportation Concurrency Management Area~~
- TDM: Transportation Demand Management
- TIP: Transportation Improvement Program
- TMP: Transportation Master Plan
- TOD: Transit Oriented Design
- TPO: Miami-Dade Transportation Planning Organization
- TRIP: Transportation Regional Incentive Program
- TSM: Transportation Systems Management

**HOUSING ELEMENT**

## ~~GOAL:~~

## ~~Have available to accommodate the projected population of the City a sufficient number of housing units in an adequate variety of types, sizes, locations and cost ranges, within sound structures located in safe and appropriate neighborhoods.~~

The Housing Element (HE) of the Comprehensive Plan serves as a guide to achieve an inclusive and vibrant community. The Goals, Objectives and Policies in the Housing Element work to provide equitable housing options to support the City's socio-economically diverse population and ensures that all residents of the City have access to quality, energy efficient housing.

**GOAL HE 1 EQUITABLE COMMUNITY**

Provide vulnerable populations with affordable housing options that are proximate to transportation services and basic needs to improve economic mobility within the community.

**GOAL HE 2 NEIGHBORHOOD SUSTAINABILITY**

Establish and maintain an energy efficient housing stock that is resilient to a changing climate while maintaining a strong neighborhood and cultural identity.

## GOAL HE 1 EQUITABLE COMMUNITY

Support vulnerable populations with attainable housing options that are proximate to transportation services and basic needs to improve economic mobility within the community.

### OBJECTIVE HE 1.1: CREATION AND/OR PRESERVATION OF WORKFORCE AND AFFORDABLE HOUSING

Have available a minimum of 6,800 housing units of workforce, affordable low and moderate income households and special need populations during the period through 2030. NOTE: The City of Miami Beach does not contain rural property or farmland, thus does not have a need for rural or farm-worker housing.

**Policy HE 1.1.1**

Due to the built-out conditions within Miami Beach, continue to emphasize policies under Objective ~~5~~ HE 2.2 designed to preserve and/or rehabilitate existing housing and the re-use of historical structures as housing.

**Policy HE 1.1.2**

Continue to pursue and utilize state and federal sources of funding which can be used to assist in creating and/or preserving housing affordable to very low to workforce households, moderate-income households and for special need populations, including State Housing Initiatives Partnership (SHIP), CDBG, HOME, and NSP funds.

**Policy HE 1.1.3**

Cooperate with affordable and workforce housing developers' efforts to leverage Miami-Dade County Surtax funds and other financial incentives for the provision of housing affordable to workforce, very low to moderate-income households, including those with special needs, in Miami Beach.

**Policy HE 1.1.4**

Direct available City and federal sources of funds toward mixed-income and workforce housing projects to promote an economically diverse community that avoids over-concentration of low-income housing and for the development of workforce housing~~.~~

**Policy HE 1.1.5**

The City's Land Development Regulations and housing activities shall be administered in accordance with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, the Florida Fair Housing Act, Chapter 760 F.S., and Section 62-88 of the City of Miami Beach Code of Ordinances.

**Policy HE 1.1.6**

The Planning Department, which includes zoning review, will continue to streamline the housing approval and permitting process in coordination with the Building Department through the expedited processing of permits for affordable and workforce housing projects, as defined in the Land Development Regulations. This incentive gives priority to designated affordable and workforce housing projects when scheduling Pre-Design Conferences with all relevant agencies. Also, when the plans are ready for permitting, first priority is given to them.

**Policy HE 1.1.7**

Maintain the potable water, sanitary sewer, storm sewer, transportation, solid waste, and recreation facilities above the level of service standards established in the City's comprehensive plan in all areas of the City so that there will be no restrictions due to inadequate infrastructure or public facilities on the location of housing for workforce, low and moderate income families or any other category of housing.

**Policy HE 1.1.8**

Provide density increases for developments that incorporate workforce or affordable housing units pursuant to the regulations and limitations in the Future Land Use Element Resilient Land Use and Development Element and the Land Development Regulations.

**(NEW) Policy HE 1.1.9**

Locate affordable and workforce housing in locations where residents are proximate to areas of employment.

**(NEW) Policy HE 1.1.10**

Improve equitable access to needs and amenities including transit services, health care, nourishing food, education, and recreational facilities for residents living in affordable and workforce housing.

**(NEW) Policy HE 1.1.11**

The City shall explore strategies to increase the resiliency within neighborhoods, while limiting involuntary displacement and increasing housing stability.

**OBJECTIVE HE 1.2 3: ADEQUATE SITES AND DISTRIBUTION OF HOUSING FOR VERY LOW TO MODERATE-INCOME HOUSEHOLDS; AND ADEQUATE SITES FOR MOBILE AND MANUFACTURED HOMES.** ***(Previously Objective 3)***

Maintain a minimum of 40 percent of the City's land area that is designated so as to permit residential uses (excluding rights-of-way) and 25 percent of the City's total land area (excluding rights-of-way) as areas in which land use policies are either intended to encourage, or mitigated to allow for, housing affordable to very low to moderate-income families, as well as to workforce housing families.

Conserve the City's stock of single-family houses (attached and detached) by maintaining a minimum of 35 percent of the City's total land area (excluding rights-of-way) in zoning districts that permit only single-family houses uses.

Maintain a minimum of 30 percent of the City's total land area (excluding rights-of-way) as areas in which manufactured housing is permitted.

**Policy ~~3.1~~ HE 1.2.1**

The City shall mitigate zoning regulations such as reduced parking requirements or shared parking in the case of a mixed use building that impede housing affordable to workforce, and very low to moderate-income families in all zoning districts which permit multifamily housing, including multifamily residential, commercial and overlay districts and retain the new multifamily districts, *e.g*. TH Townhome residential and RO Residential/Office.

**Policy ~~3.2~~ HE 1.2.2**

The City's zoning map will provide that a minimum of 35 percent of the City's total land area (excluding rights-of-way) will be zoned to permit only single-family houses (attached and detached) recreational facilities and municipal uses.

**Policy ~~3.3~~ HE 1.2.3**

Manufactured housing will be permitted in areas designated as "Single Family Residential" on the adopted Future Land Use Map, provided they are permanently anchored, meet the minimum floor area requirements, and satisfy all other provisions contained in the City's land development regulations for areas designated as "Single Family Residential" on the Future Land Use Map.

**Policy ~~3.4~~ HE 1.2.4**

Continue to prohibit non-residential main permitted uses in RS, single-family and RM, residential multi-family zoning districts in compliance with the provisions of s.163.3202, *F.S*. to prevent conversion or redevelopment of residential structures to non-residential uses, except for "community residential homes" and similar uses intended to assist permanent residents in consistent with the provisions of s. 419.001, F.S.

**Policy ~~3.5~~ HE 1.2.5**

Maintain the potable water, sanitary sewer, storm sewer, transportation, solid waste and recreation facilities above the level of service standards established in the Infrastructure Element of the City's Comprehensive Plan in all areas of the City so that there will be no restrictions due to inadequate infrastructure or public facilities on the location of housing for workforce, very low, to moderate-income families, manufactured housing or any other category of housing.

**OBJECTIVE HE 1.3 ~~4:~~ ADEQUATE SITES FOR GROUP HOMES AND FOSTER CARE FACILITIES *(Previously Objective 4)***

Maintain a minimum of 20% of the City's total land area (excluding rights-of-way) designated so as to permit "community residential homes" licensed or funded by the Florida Department of Children and Family Services and assisted living facilities for the elderly and other special need populations.

**Policy ~~4.1~~ HE 1.3.1**

The Land Development Regulations of the City Code will permit adult congregate living facilities in excess of 14 beds as a conditional use.

**Policy ~~4.2~~ HE 1.3.2**

The City will ensure that its Land Development Regulations are in compliance with Florida Statutes, Chapter 419, and any other statutory requirements regarding the siting of community residential homes, including group homes and foster care facilities.

**Policy ~~4.3~~ HE 1.3.3**

The City will comply with Florida Statutes, Chapter 419, when considering the integration of community residential homes, care facilities and retirement homes into residential neighborhoods.

**Policy ~~4.4~~ HE 1.3.4**

Maintain the potable water, sanitary sewer, storm sewer, transportation, solid waste, and recreation facilities above the level of service standards, as set forth in the ~~Resilient Future Land Use & Development~~ Capital Improvement Program and Infrastructure elements of the Comprehensive Plan, established in the City's comprehensive plan in all areas of the City so that there will be no restrictions due to inadequate infrastructure or public facilities on the location of adult congregate living facilities or any other group categories of housing.

**OBJECTIVE ~~6~~ HE 1.4: RELOCATION *(Previously Objective 6)***

Ensure that relocation services are provided to 100 percent of the persons who are displaced as a result of activities funded by federal programs or due to a property being declared inhabitable

**Policy ~~6.1~~ HE 1.4.1**

The City shall comply with all provisions of the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended, whenever required by federal or state law.

**Policy ~~6.2~~ HE 1.4.2**

In the event that an occupied building is declared unfit for human habitation in accordance with the City of Miami Beach City Code, the City shall enforce Section 58-362, as may be amended, to ensure residents' prompt relocation.

**OBJECTIVE ~~7~~ HE 1.5: HOUSING IMPLEMENTATION PROGRAMS *(Previously Objective 7)***

Implement housing activities or programs ("housing programs") as set forth in the City's five-year Consolidated Plan submittals to U.S. Department of Housing and Urban Development and five-year Local Housing Assistance Plan (LHAP) submittals to the State of Florida, as amended from time to time, which are incorporated by reference.

**Policy ~~7.1~~ HE 1.5.1**

The City's five-year federal and state Housing Plans will form the basis for housing goals and objectives to address housing need for very low to moderate-income housing and special need populations.

**Policy ~~7.2~~ HE 1.5.2**

The City will utilize available federal~~,~~ and state funds as specified in the Housing Plans and other funds as may become available to implement the City's housing programs.

**Policy ~~7.3~~ HE 1.5.3**

The City will continue to involve affordable housing developers and/or community development corporations (CDCs) in the preparation of the CHAS; and utilize affordable housing developers and non-profit CDCs to carry out affordable housing programs when appropriate.

**Policy ~~7.4~~ HE 1.5.4**

In furtherance of its housing goals and objectives, the City will support housing developers' efforts to leverage Miami-Dade County Surtax funds and other financial incentives for the development and rehabilitation of residential housing affordable to low and moderate income households in Miami Beach.

**Policy ~~7.5~~ HE 1.5.5**

The Planning Department, which includes zoning review, should continue to streamline the housing approval and permitting process in coordination with the Building Department as set forth in the City's LHAP.

## GOAL HE 2 NEIGHBORHOOD SUSTAINABILITY

Establish and maintain an energy efficient housing stock that is resilient to a changing climate while maintaining a strong neighborhood and cultural identity.

### OBJECTIVE 2.1: SUBSTANDARD HOUSING AND STRUCTURAL AND AESTHETIC IMPROVEMENTS TO EXISTING HOUSING

The City will continue its efforts to eliminate substandard housing conditions, to improve the structural and aesthetic quality of its existing housing stock, and improve its neighborhood.

**Policy ~~2.1~~ HE 2.1.1**

Continue to address the predominate cause of substandard housing conditions, overcrowding, by using state and federal funding sources such as the City's SHIP, CDBG, HOME and NSP programs for construction and/or rehabilitation of affordable residential structures.

**Policy ~~2.2~~ HE 2.1.2**

Cooperate with housing developers' efforts to leverage Miami-Dade County Surtax funds and other financial incentives for the construction and/or rehabilitation of residential housing affordable to very low to moderate-income households in Miami Beach by providing technical assistance as necessary.

**Policy ~~2.3~~ HE 2.1.3**

Require conformance by all residential structures to the standards of the ~~South~~ Florida Building Code (new structures), National Fire Protection Administration Code, and the City's Minimum Housing and Property Maintenance Standards.

**Policy ~~2.4~~ HE 2.1.4**

Require that all multifamily buildings must obtain a Certificate of Use in order to be lawfully occupied and require regular inspection to determine compliance with all applicable codes.

**Policy ~~2.5~~ HE 2.1.5**

Encourage preventative property maintenance and rehabilitation methodologies rather than demolition in order to promote sustainability, workforce, and affordable housing through the preservation and adaptive re-use of historic structures.

**Policy ~~2.6~~ HE 2.1.6**

Use all available legal means to compel demolition of dilapidated structures as expeditiously as possible by complying with the Florida Building Code; the City's Minimum Housing Standards; and the Intergovernmental Coordination Element (Dade County Unsafe Structures Board).

**Policy ~~2.7~~ HE 2.1.7**

The City will continue to improve the structural and aesthetic qualities of its housing stock through its Land Development Regulations, Building Code, Minimum Housing and Property Maintenance Standards and its Historic Preservation Board.

**Policy HE 2.1.8 (***Relocated from the Conservation & Coastal Zone Element)*

*The City Building Inspector shall continue to have the authority to require removal of asbestos* in residential and non-residential structures *to prevent threat to human health.*

**OBJECTIVE ~~5~~ HE 2.2: CONSERVATION, REHABILITATION OR DEMOLITION OF HOUSING, INCLUDING IDENTIFICATION OF HISTORICALLY SIGNIFICANT HOUSING** *(Previously Objective 5)*

The City will continue to promote preservation or rehabilitation of housing, including identification of historically significant housing and the re-use of historic structures as housing.

**Policy ~~5.1~~ HE 2.2.1**

Encourage preventative property maintenance and rehabilitation methodologies rather than demolition in order to promote sustainability, workforce housing and affordable housing through the preservation and adaptive re-use of historic structures.

**Policy ~~5.2~~ HE 2.2.2**

Use all available legal means to compel demolition of dilapidated structures as expeditiously as possible by complying with the Florida Building Code; the City's Minimum Housing Standards; and the Intergovernmental Coordination Element (Dade County Unsafe Structures Board).

**Policy ~~5.3~~ HE 2.2.3**

Continue the incentives in the Land Development Regulations that apply with the provisions of s.163.3202, *F.S*. by encouraging the rehabilitation of residential structures to prevent the unintended loss of housing units due to deteriorated conditions.

**Policy ~~5.4~~ HE 2.2.4**

Enforce all minimum housing and structural conditions codes to prevent the unintended loss of housing units due to deteriorated conditions.

**Policy ~~5.5~~ HE 2.2.5**

Continue to use state and federal funding sources such as the City's SHIP, CDBG, HOME and NSP programs for rehabilitation of residential structures.

**Policy ~~5.6~~ HE 2.2.6**

Cooperate with housing developers' efforts to leverage Miami-Dade County Surtax funds and other financial incentives for the rehabilitation of residential housing affordable to workforce, very low to moderate-income households in Miami Beach by providing technical assistance as necessary.

**Policy ~~5.7~~ HE 2.2.7**

Maintain the legal status of the City's National Register Historic Districts, local historic districts, and individually designated historic sites and structures so that owners of designated properties can benefit from the applicable federal and local tax incentives.

**Policy ~~5.8~~ HE 2.2.8**

Continue to provide incentives in the Land Development Regulations, in compliance with s.163.3202, *F.S.*, that permit within the Historic Preservation Districts a wide selection of accessory uses in residential buildings when the building being renovated is a designated historic structure or is a structure contributing to the Historic Preservation District.

**Policy ~~5.9~~ HE 2.2.9**

Continue to provide incentives in the Land Development Regulations, in compliance with s.163.3202, *F.S*. that provide greater flexibility in meeting parking requirements in the Historic Preservation Districts when renovating designated structures and to provide workforce and low and moderate-income housing incentives by providing greater flexibility in meeting parking requirements when associated with those uses.

**Policy ~~5.10~~ HE 2.2.10**

The City shall continue to use its guidelines and established policies to guide appropriate restoration, rehabilitation and adaptive re-use of historically designated properties.

**Policy ~~5.11~~ HE 2.2.11**

The City shall continue to encourage the owners of historic single family homes to have their homes historically designated by continuing the City's local Historic Ad Valorem Tax Exemption for single family residences.

**Policy ~~5.12~~ HE 2.2.12**

The City shall continue to encourage the retention of architecturally significant single family homes built prior to 1942 by requiring that substantial alteration or demolition of such homes shall obtain Design Review Board approval for all major new construction of subject projects.

**Policy ~~5.13~~ HE 2.2.13**

The City will provide resources available to ensure that all historically significant residential structures continue to be identified.

**OBJECTIVE ~~8~~ HE 2.3: ENERGY EFFICIENCY AND RENEWABLE RESOURCES**
*(Previously Objective 8)*

The City shall promote energy efficiency and use of renewable energy resources in the design and construction or the rehabilitation of housing and other measures to promote energy efficiency in existing residential properties.

**Policy ~~8.1~~ HE 2.3.1**

The City shall rely upon, and ensure consistency with, the provisions of Chapter 553, Florida Statutes, when implementing policies to promote energy efficiency and use of renewable energy resources under this objective.

**Policy ~~8.2~~ HE 2.3.2**

The City shall establish requirements for "green buildings" through the Land Development Regulations. The Regulations shall include standards, including, but not limited to the following: ~~provide financial incentives, to the extent funds allow, as well as other incentives such as expedited permitting and building inspections, to "green" housing development projects under the terms set forth under its Green Building Ordinance, such as, but not limited to:~~

a. Building permit applications for a green building project submitted or resubmitted for review shall be given priority review over projects that are not green building projects by the city's departments reviewing such applications;

b. All building inspections requested for green building projects shall be given priority over projects that are not green building projects; and

c. Establishing minimum thresholds for mandatory "green building" certification or providing for an alternative "sustainability fee program." ~~Subject to, and within the limits of, funds appropriated annually by resolution of the city commission for the purposes set forth herein, owners or developers of green buildings shall receive a refund of the actual application and review fees for green building program certification and an amount not greater than one percent of the value of the construction, or alternatively 20 percent of the annual allocation, whichever is less, within 180 days of proof of certification by USGBC being submitted in writing to the city. The actual amount of financial incentives to which the applicant might qualify for shall be estimated at the time of issuance of the building permit for the quality project, and held in reserve. The final financial incentives shall be calculated at the time of LEED certification.~~

**Policy ~~8.3~~ HE 2.3.3**

The City shall collaborate with local builders and community development corporations to determine ways builders may incorporate "Sustainable Building" technologies in the construction of housing, through the following means:

a. Water (e.g., indoor water conservation, low-flow/low-flush fixtures, pervious materials, xeriscaping, reclaimed water irrigation, harvested rainwater, water budget).

b. Energy (e.g. Energy Star ratings, traditional, local vernacular techniques of climate sensitive design, passive solar design, landscaping for energy conservation, site development) and unit orientation (e.g. north/south rather then east/west windows) that takes advantage of the natural shade and lighting available, radiant barrier and ridge venting, solar heating and cooling systems, gas heating/cooling systems and appliances, photovoltaic systems, ductwork, fans, energy recovery ventilators programmable thermostats, energy efficient appliances.

c. Building materials (e.g., dimensional lumber, wood treatment, engineered structural materials, engineered siding and trim, non-toxic termite control, floor coverings, wood flooring, roofing structural wall panels, insulation, windows and doors, cabinets, finishes and adhesives).

d. Solid Waste Management (e.g., home recycling, construction waste recycling).

**Policy ~~8.4~~ HE 2.3.4**

The City shall promote energy conservation techniques that incorporate Federal Energy Star standards as consistent with the requirements of the state energy code. Periodic reviews of development regulations and building codes shall be conducted to determine if there are modifications needed to incorporate energy conservation measures in addition to the requirements of the state energy code.

**Policy ~~8.5~~ HE 2.3.5**

The City shall provide developers/ builders with information on how to incorporate Federal Energy Star Standards, state energy code and other energy efficiency measures into construction.

**Policy ~~8.6~~ HE 2.3.6**

The City shall encourage the construction of energy efficient and water conserving housing through public education programs and regulations that promote innovative and environmentally sensitive building technologies.

**(New) Policy HE 2.3.7**

The City shall coordinate with low income households to decrease their utility bills by providing them with education and tools necessary to operate their home with improved energy efficiency.

**(New) Policy HE 2.3.8**

Through the land development regulations, the City shall incorporate regulations to reduce the heat island effect from new residential buildings.

# HISTORIC PRESERVATION ELEMENT

The Historic Preservation Element (HP) of the Comprehensive Plan supports the conservation of the unique character and heritage of the City by preserving historic structures, sites, and neighborhoods. The Goals, Objectives, and Policies of this element serve to protect the City's unique history and heritage through the preservation of structures and places, while supporting educational outreach, economic development, and resiliency and adaptation.

## Goal HP 1: Historic and Heritage Preservation

*Secure for future generations the opportunity to share in the unique heritage of Miami Beach* through the promotion of the City's history and heritage. ~~and promote sound economic development through the purposeful retention, protection and continued use of buildings, structures and districts which are associated with important events in the City's history or exhibit significant architectural qualities~~.

## Goal HP 2: Architectural Excellence & Enhance of the Public Historic Environment

Encourage the retention, protection, rehabilitation, and continued use of contributing buildings within historic districts and the development of quality and architecturally significant new buildings that are compatible with the contributing buildings, in order to preserve the City's past and unique identity while providing for continued architectural excellence.

## Goal HP 3: Designated Historic Structures and Historic Districts

Continue the perseveration of historic structures and districts that are important to the City's urban fabric and cultural identity.

## Goal HP 4: Preservation Tools

Incentivize the preservation of structures, building and districts through efficient policy tools that allow for continued investment in the City and the rehabilitation of buildings, while preserving the City's historic character.

**Goal HP 1: Historic and Heritage Preservation**

*Secure for future generations the opportunity to share in the unique heritage of Miami Beach* through the promotion of the City's history and heritage.

**OBJECTIVE ~~2:~~ HP1.1 *COMMUNITY PARTICIPATION AND EDUCATION*** *(relocated)*
*Increase community awareness of, interest in, and support for the continued success of the City's historic preservation efforts in building a sustainable, vibrant and economically vital urban environment.*

**Policy HP 1.1.1** *(relocated)*

*Promote new ways to inform and educate the community about the City's preservation efforts by creating an interactive City of Miami Beach Historic Preservation .com website readily accessible to the public through popular search engines.*

**Policy HP 1.1.2** *(relocated)*

*Promote an appreciation and understanding of the City's historical resources by seeking public and private funding for the strategic placement of historic markers and historic district maps throughout the city.*

**Objective HP 1.2: EDUCATION AND DATA SHARING**
Share data and knowledge about Miami Beach's Historic Buildings with academics, professionals, and enthusiasts

**Policy HP 1.2.1***(relocated)*

*Develop a user friendly program to implement and maintain a comprehensive inventory of historic sites on a Geographic Information Systems Database available to the public, including local property owners, scholars and students*.

**Policy HP 1.2.2** *(relocated)*

*Continue to provide staff assisted access to Planning Department's historical documentation files and resources to property owners, scholars and the general public.*

**Policy HP 1.2.3** *(relocated)*

*Continue to work with local historic preservation organizations in the assembly and dissemination of historical educational materials and participation in workshops, seminars and lectures.*

**Goal HP 2: Architectural Excellence & Enhance of the Public Historic Environment**

Encourage the retention, protection, rehabilitation, and continued use of contributing buildings within historic districts and the development of quality and architecturally significant new buildings that are compatible with the contributing buildings, in order to preserve the City's past and unique identity while providing for continued architectural excellence.

**Objective HP 2.1: Architectural Character**
Continue to support the City's historic and new architectural character by maintaining architecturally significant structures and districts and providing design guidelines for preservation, rehabilitation, restoration, adaptive reuse, and new construction.

***Policy ~~3.3~~ HP 2.1.1*** *(Relocated)*

*Expand the City's Design Guidelines, as necessary, to address the needs of specific architectural styles throughout the City.*

**Policy ~~3.1~~ HP 2.1.2** *(Relocated)*

*Promote cutting-edge contemporary urban infill which is sustainable and compatible with the City's historic architecture, through the Development Review Process at administrative and board levels.*

**Policy HP 2.1.3**

Indicate through wayfinding and signage valuable historic structures and buildings, including MiMo Designs, to foster an understanding and appreciation of the City's historic resources.

**Goal HP 3: Designated Historic Structures and Historic Districts**

Continue the perseveration of historic structures and districts that are important to the City's urban fabric and cultural identity.

**Objective HP 3.1:** Identify and evaluate sites, buildings, structures, monuments and districts that are associated with the historical development of the City as feasible.

**Policy ~~1.2~~ HP 3.1.1** *(Relocated)*

*Continue to fund full-time Historic Preservation Staff in order to ensure proper preservation efforts for the City's architectural and historic resources.*

**Policy ~~1.4~~ HP 3.1.2** *(Relocated)*

*Encourage private individuals and neighborhood groups to participate in identifying districts, sites, landmarks, and structures, which are suitable for local historic recognition and/or nomination to the National Register of Historic Places.*

**Policy ~~3.4~~ HP 3.1.3** *(Relocated)*

*Continue to maintain the City's historic preservation regulatory authority as provided for in the Historic Preservation Section of the City Code.*

**Policy HP 3.1.4**

Continue to update the City's Historic Properties database and refer applications to the City's Historic Preservation Board for reclassification to contributing or non-contributing when changes in classification are determined to be warranted by staff.

**Objective HP 3.2: Historic Structures and Districts**
Facilitate the improvement of historic structures and districts in the City, especially with respect to the impacts of sea level rise and climate change.

**Policy ~~2.2~~ HP 3.2.1** *(Relocated)*

*Create and maintain a database of local, state and federal financial tools and incentives available for qualifying historic preservation rehabilitation projects.*

**Policy ~~3.5~~ HP 3.1.2**

Develop Historic Districts Resiliency Guidelines for districts for the rehabilitation of historic buildings, as well as for new construction in historic districts, and work towards establishing resiliency guidelines for every district.

**Objective 3.3: Neighborhood Conservation and Resiliency Districts**
While preserving the City's historical characteristics is important, neighborhood conservation districts will allow for a balance between preservation of neighborhood character and historic building, while allow for adaption to a changing climate.

**Policy HP 3.3.1:** Establish Neighborhood Conservation Districts in areas with historical significance in order to balance preservation of essential characteristics while still allowing appropriate, compatible redevelopment and adaptation to sea-level rise.

**Policy HP 3.3.2:** Establish Resiliency Districts based regulations that codify localized resiliency and adaptation strategies, and encourage historic preservation and design alternatives, including locating new green space co-benefit sites, local character preservation, historic resources preservation and design guidelines for adapting structures.

**Goal HP 4: Preservation Tools**

Incentivize the preservation of structures, building and districts through efficient policy tools that allow for continued investment in the City and the rehabilitation of buildings, while preserving the City's historic character.

**Objective HP 4.1: PRESERVATION TOOLS**
Utilize preservation tools that incentivize historical preservation

**Policy HP 4.1.1**

Continue to encourage and assist owners of historic properties, including single family homes, to apply for individual local designation or listing on the National Register of Historic Places and to take advantage of, where available, local and/or federal preservation tax benefits for the restoration and preservation of historic properties.

**Policy HP 4.1.2**

Continue to provide incentives to qualifying historically designated single-family homes to use the City's Historic Ad Valorem Tax Exemption Program for Single Family Homes.

**Policy HP 4.1.3**

Create programs that address resiliency and Sea Level Rise impacts to historic structures.

**Objective HP 4.3 Economic Development**
Promote sound economic development through the purposeful retention, protection and continued use of buildings, structures and districts which are associated with important events in the City's history or exhibit significant architectural qualities.

**Policy HP 4.3.1** (relocated**)**

*Continue to identify city-owned historic sites and structures and determine the potential of all sites for heritage tourism, as a progressive economic development tool.*

**Policy 4.3.2** *(relocated)*

*Promote the City's National Register Historic Districts as a destination for heritage tourism.*

**Policy 4.3.3** *(relocated)*

*Continue funding physical streetscape improvements, as identified in the Capital Improvement Element, to complement and enhance the quality of life in the City's historic neighborhoods.*

**Policy 4.3.4** *(relocated)*

*Continue to identify and improve bicycle and pedestrian facilities in order to enhance connectivity of the City's historical districts.*

## ~~GOAL:~~

**~~Secure for future generations the opportunity to share in the unique heritage of Miami Beach and promote sound economic development through the purposeful retention, protection and continued use of buildings, structures and districts which are associated with important events in the City's history or exhibit significant architectural qualities.~~**

### ~~OBJECTIVE 1: HISTORIC PRESERVATION~~

~~Continue to increase the total number of structures designated as historically significant either individually or as contributing structures within locally designated historic districts or districts listed on the National Register of Historic Places.~~

#### ~~Policy 1.1~~

~~Continue to locate, identify and evaluate those sites, buildings, structures, monuments and districts that are associated with the historical development of the City.~~

#### ~~Policy 1.2~~

~~Continue to fund full-time Historic Preservation Staff in order to ensure proper preservation efforts for the City's architectural and historic resources.~~

#### ~~Policy 1.3~~

~~Continue to identify city-owned historic sites and structures and determine the potential of all sites for heritage tourism, as a progressive economic development tool.~~

#### ~~Policy 1.4~~

~~Encourage private individuals and neighborhood groups to participate in identifying districts, sites, landmarks, and structures, which are suitable for local historic recognition and/or nomination to the National Register of Historic Places.~~

#### ~~Policy 1.5~~

~~Continue to encourage and assist owners of historic properties, including single family homes, to apply for individual local designation or listing on the National Register of Historic Places and to take advantage of, where available, local and/or federal preservation tax benefits for the restoration and preservation of historic properties.~~

#### ~~Policy 1.6~~

~~Continue to provide incentives to qualifying historically designated single family homes to use the City's Historic Ad Valorem Tax Exemption Program for Single Family Homes.~~

### ~~OBJECTIVE 2: COMMUNITY PARTICIPATION AND EDUCATION~~

~~Increase community awareness of, interest in, and support for the continued success of the City's historic preservation efforts in building a sustainable, vibrant and economically vital urban environment.~~

~~**Policy 2.1**~~

~~By 2015, d~~ Develop a user friendly program to implement and maintain a comprehensive inventory of historic sites on a Geographic Information Systems Database available to the public, including local property owners, scholars and students.

~~**Policy 2.2**~~

~~Create and maintain a database of local, state and federal financial tools and incentives available for qualifying historic preservation rehabilitation projects.~~

~~**Policy 2.3**~~

~~Continue to provide staff assisted access to Planning Department's historical documentation files and resources to property owners, scholars and the general public.~~

~~**Policy 2.4**~~

~~Promote new ways to inform and educate the community about the City's preservation efforts by creating an interactive City of Miami Beach Historic Preservation .com website readily accessible to the public through popular search engines.~~

~~**Policy 2.5**~~

~~Promote the City's National Register Historic Districts as a destination for heritage tourism.~~

~~**Policy 2.6**~~

~~Promote an appreciation and understanding of the City's historical resources by seeking public and private funding for the strategic placement of historic markers and historic district maps throughout the city.~~

~~**Policy 2.7**~~

~~Continue to work with local historic preservation organizations in the assembly and dissemination of historical educational materials and participation in workshops, seminars and lectures.~~

**~~OBJECTIVE 3: ENHANCE HISTORIC PUBLIC ENVIRONMENT~~**

~~Advance the City's development of quality new design and rehabilitation in historic districts and continue to enhance the historic public urban environment.~~

**~~Policy 3.1~~**

~~Promote cutting-edge contemporary urban infill which is sustainable and compatible with the City's historic architecture, through the Development Review Process at administrative and board levels.~~

**~~Policy 3.2~~**

~~Continue funding physical streetscape improvements, as identified in the Capital Improvement Element, to complement and enhance the quality of life in the City's historic neighborhoods.~~

**~~Policy 3.3~~**

~~Expand the City's Design Guidelines, as necessary, to address the needs of specific architectural styles throughout the City.~~

**~~Policy 3.4~~**

~~Continue to maintain the City's historic preservation regulatory authority as provided for in the Historic Preservation Section of the City Code.~~

**~~Policy 3.5~~**

~~Develop "Green Guidelines" for the rehabilitation of historic buildings, as well as for new construction in historic districts.~~

## RECREATION AND OPEN SPACE ELEMENT

The Recreation and Open Space Element (ROS) of the Comprehensive Plan addresses the needs for active and passive parks, recreational facilities, open space, and access to waterways. The ROS element supports other elements within the Comprehensive Plan to help ensure that development continues to provide areas for recreation and open space uses for permanent and seasonal residents of all ages. The City's level of service requirements for recreation and open space are located in the Capital Improvement Program Element (CIE).

### GOAL ROS 1 PARKS AND RECREATIONAL OPEN SPACES

Develop and maintain a comprehensive system of parks and recreational open spaces to meet the needs of the existing and future population by maximizing the potential benefits of existing facilities and open space while encouraging the preservation and enhancement of the natural environment.

### OBJECTIVE ROS 1.1: WATERFRONT PARKS

Preserve beach and waterfront parks and ~~complete a program of improved~~ continue to improve park access to water-related recreation activities and facilities.

**Policy ROS 1.1.1**

The City shall c~~C~~omplete and maintain the beachfront park walkway promenade system along the Atlantic Ocean.

**Policy ROS 1.1.2**

The City shall identify and program opportunities to improve the Collins Canal as a pedestrian linear park and boating waterway through the proposed City Center/Historic Village Redevelopment Area program.

**Policy ROS 1.1.3**

Continue to preserve and enhance the ~~new~~ beachfront access and parking facility at ~~Pier Park~~ Nikki Beach.

**Policy ROS 1.1.4**

The City shall continue to replant and maintain Brittany Bay Park as necessary with native or other appropriate vegetation in order to maintain a clear view of Indian Creek Waterway from the Park.

**Policy ROS 1.1.5**

Waterfront access in ~~residential~~ non-single-family development: Public pedestrian access to Biscayne Bay, all shorelines, and the oceanfront shall be required, in compliance with applicable law, in the review of proposed ~~residential~~ non-single-family developments.

**Policy ROS 1.1.6**

Pedestrian Access to Shoreline: Public pedestrian access to the waterfront and shoreline shall be required in compliance with applicable law incident to the development of properties for non-residential uses unless waived at the time of plan review whether at any of the land use boards or staff approval.

**NEW Policy ROS 1.1.7**

Living and Hybrid Shorelines: Encourage the development of living and hybrid shorelines that provide public access to the waterfront and educational opportunities on the natural environment for users.

~~**OBJECTIVE ROS 1.2: LEVEL OF SERVICE STANDARDS (***LOS Related Policies - Relocated to Capital Improvement Element)~~

~~Ensure that parks and recreational facilities are adequately and efficiently provided by enforcing the following level of service standards and related guidelines through the concurrency management system.~~

~~**Policy ROS 1.2.1**~~

~~The National Recreation and Park Association's suggested minimum requirement for recreation and open space ten (10) acres of recreation and open space per one thousand (1,000) permanent and seasonal[1] residents is established as the minimum Level of Service Standard for the entire system to ensure adequate provisions are maintained for the projected population.~~

~~**Policy ROS 1.2.2**~~

~~For recreational facilities only, the minimum Level of Service Standard shall be 6.0 acres per one thousand (1,000) permanent and seasonal[2] residents; this requirement excludes public landscape open space and the Atlantic beachfront area.~~

~~**Policy ROS 1.2.3**~~

~~The minimum Level of Service Standard for each facility type shall be based on a minimum number of units per population, permanent and seasonal,[3] by specific facility types as follows:~~

| ~~Facility Type~~ | ~~Minimum Number Required~~ |
|---|---|
| ~~Swimming Pool~~ | ~~1 per 50,000 persons~~ |
| ~~Golf Course (min. 9 holes)~~ | ~~1 per 50,000 persons~~ |
| ~~Basketball Court~~ | ~~1 per 7,000 5,000 persons~~ |
| ~~Tennis court~~ | ~~1 per 3,000 2,000 persons~~ |

~~[1] As the seasonal population primarily utilizes private recreation and open space facilities, 20 percent of the actual total seasonal population is used to determine demand for public recreation and open space facilities.~~

~~[2] See footnote 1 above.~~

~~[3] See footnote 1 above.~~

~~Multiple-Use Courts (shuffle, bocce, etc.) 1 per 4,000 persons~~
~~Designated Field Area (baseball, softball, soccer, etc.) 1 per 10,000 persons~~
~~Tot Lots 1 per 10,000 persons~~
~~Vitacourse 1 per 40,000 persons~~
~~Boat Ramp 1 per 100,000 persons~~
~~Outdoor Amphitheater 1 per 50,000 persons~~
~~Activity Building for Multiple Uses 1 per 10,000 persons~~

**~~Policy~~ ROS 1.~~2.3~~**

~~The City shall city should continue to update the parks' master plan to address capacity improvement deficiencies as they arise through updates~~ to the park's master plan and capital ~~improvement expenditures~~.

**OBJECTIVE ROS 1.2: COORDINATION OF PUBLIC AND PRIVATE RESOURCES**

The City of Miami Beach shall continue to work with public agencies, such as Miami ~~Metro~~-Dade County Department of Environmental Resources Management, the Army Corps of Engineers, the Florida Department of Environmental Protection and private sector organizations and corporations, through the zoning process, to enhance and improve existing recreation/open space facilities in Miami Beach.

**Policy ROS 1.2.1**

The City should continue to improve landscaping in redevelopment areas, including along 17th Street and other streets entering into convention center district ~~as a part of the new redevelopment project in this area~~.

**Policy ROS 1.2.2**

A landscaping program shall be included as part of ~~the~~ repaving and other improvements to major corridors with the City. ~~the Alton Road corridor south of Dade Boulevard.~~

**Policy ROS 1.2.3**

Continue to provide specific private open space definitions and requirements in the Land Development Regulations of the City Code.

**Policy ROS 1.2.4**

The City of Miami Beach shall inform Miami-Dade County and the Army Corps of Engineers when maintenance re-nourishment of the beach is necessary.

**Policy ROS 1.2.5**

The City of Miami Beach shall continue to use the Land Development Regulations of the City Code as standards and incentives which encourage private sector development projects to landscape

required open space, develop private recreation facilities on site, and through the impact fee requirement, contribute to the enhancement of adjacent public recreation and open space.

**Policy ROS 1.2.6**

The City of Miami Beach shall continue to apply for grant funds from various sources, including Federal, State and County agencies and private providers, for the improvement of public recreation and open space, including, but not limited to nature trails or boardwalks, greenways, waterway trails, interpretive displays, educational programs, wildlife observation areas, or picnic areas.

**Policy ROS 1.2.7**

The City of Miami Beach shall support State landscape and recreational improvements on the causeways connecting Miami Beach to the mainland, including I-195 (the Julia Tuttle Causeway) and I-395 (the MacArthur Causeway).

**OBJECTIVE ROS 1.3: OPEN SPACE**

To require open space in conjunction with every new public and private sector development project (measurability dependent upon development applications) to maintain levels of service, as well as for increased pervious area to support natural stormwater collection during extreme rain events.

**Policy ROS 1.3.1**

The City Land Development Regulations shall continue to provide side, front and rear minimum setback requirements to insure that all non-commercial development projects have property available for recreation and open space.

**Policy ROS 1.3.2**

The Land Development Regulations of the City Code shall continue to provide some open space in conjunction with all new commercial development projects through setback or other requirements.

**Policy ROS 1.3.3**

The City of Miami Beach public property shall continue to be subject to the open space and setback requirements of adjacent private properties pursuant to the Land Development Regulations of the City Code.

**Policy ROS 1.3.4**

The Recreation and Open Space Future Land Use category shall continue to be used to preserve the ocean beach and adjacent parks, the City's principal open space/passive park resource system.

**Policy ROS 1.3.5**

To ensure environmental sustainability, protection of natural areas and quality of urban life the city shall continue to protect publicly accessible urban greenspace and scenic open space vistas.

**OBJECTIVE ROS 1.4: PUBLIC ACCESS CORRIDORS**

To develop a network of greenways, scenic open space vistas, beachfront promenades, bicycle and pedestrian trails, and multi-purpose public access corridors to waterways, the beach and outdoor recreational opportunities in order to preserve natural eco-systems and to enhance the quality of urban life.

**Policy ROS 1.4.1**

The City shall continue to implement the Atlantic Greenway Corridor Initiative which includes, but is not limited to, implementing the following projects: the Indian Creek Greenway Corridor; North Beach Recreational Corridor, Bath Club Historic Site Corridor and Scenic Vista; Beach Walk Corridor; Dade Boulevard Corridor; Collins Canal Reconstruction; Venetian Way Corridor; Lummus Park Corridor; South Beach Corridor; South Pointe Corridor and Bay Walk Corridor.

**Policy ROS 1.4.2**

The City shall expand upon the ~~acquire and display~~ interpretive signage throughout the City's greenways to provide historical, cultural and environmental information about the area to the general public.

**Policy ROS 1.4.3** ***(new)***

The City shall continue to implement recommendations in the Blueways Master Plan to increase the interaction of residents and tourists with the waterways in and around the City.

## INFRASTRUCTURE: SANITARY SEWER, SOLID WASTE, DRAINAGE AND POTABLE WATER

The Infrastructure Element (INF) of the Comprehensive Plan addresses the services of potable water, sanitary sewer, drainage, and solid waste. The Goals, Objectives and Policies in the Infrastructure Element establish the level of service and maintenance standards of infrastructure, based on the best available climate science and engineering, within the City of Miami Beach. The INF element supports other elements within the Comprehensive Plan to help ensure that development continues to be adequately served by utilities while conserving water and protecting floodplains.

### Infrastructure Goal

### GOAL INF 1 PROVISION OF INFRASTRUCTURE

Provide for potable water, sanitary sewer, drainage and solid waste facilities which meet the City's needs in a manner which promotes the public health, sanitation, environmental protection, operational efficiency, and beneficial land uses and redevelopment patterns.

### OBJECTIVE INF 1.1: PRIORITIES

The City will continue to provide potable water supply, sanitary sewage disposal, solid waste disposal and drainage services to meet both existing and projected needs as identified in this plan through coordination and implementation of those projects listed in the Capital Improvements Element. All improvements for replacement, expansion or increase in capacity of facilities shall conform with the adopted policies of this Plan including level of service standards for the facilities.

**Policy INF 1.1.1**

Continue to participate with Miami-Dade County WASD through program cooperation with the Virginia Key Wastewater plant, the Hialeah/Preston Water Treatment Plant and the Resource Recovery Plant and continue to accept wastewater from municipalities north of the City of Miami Beach.

**Policy INF 1.1.2**

Continue to monitor established guidelines for private collectors of solid waste and recycling; continue to provide for policing, servicing and collecting of oversize wastes.

**Policy INF 1.1.3**

The potable water network is an interconnected, countywide system, therefore, the City will cooperate with MDWASD to jointly develop methodologies and procedures for biannually updating estimates of system demand and capacity, and ensure that sufficient capacity to serve development exists. The City will prepare and submit a Water Conservation Plan to the County at the same time as the City submits the updated 5-Year Water Supply Facilities Work Plan.

**OBJECTIVE INF 1.2: INFRASTRUCTURE REPLACEMENT**

Potable water supply, sanitary sewage disposal, and solid waste disposal services shall continue to be planned and provided ~~(1)~~ in conformance with the Resilient ~~Future~~ Land Use and Development Element of the comprehensive plan~~, (2) to serve redevelopment activities in the South Pointe Redevelopment Area and the City Center areas, (3) to serve infill projects throughout the City on existing vacant land~~.

**Policy INF 1.2.1 (*new*)**

Continue to plan and provide infrastructure to serve redevelopment activities, including infill projects, as directed by the City Commission.

**Policy INF 1.2.2 (*new*)**

Infrastructure plans shall assist in furthering the goals of the Climate Resiliency and Sustainability Element.

**Policy INF 1.2.3**

Continue the on-going program to repair and replace existing water, sewer and storm sewer lines through the utilization of bond funds Community Development Block Grant funds and other available funding sources, particularly obsolete and undersized water lines.

~~**Policy 2.2**~~

~~Complete second phase bond-funded improvements for South Pointe infrastructure by 1994 and begin street improvements for the interior parcels.~~

~~**Policy 2.3**~~

~~Use the land development regulations to limit residential density increases so that no significant capacity increases are required when replacing water and sewer lines.~~

**Policy INF 1.2.4**

Incorporate stormwater storage and infiltration into all infrastructure replacement activities.

**OBJECTIVE INF 1.3: DRAINAGE**

Implement the new program to identify and correct any environmentally detrimental storm sewer discharges that may exist in Miami Beach. The measurable standards for implementing this program are set forth in the inter-local agreement between co-permittees named in National Pollutant Discharge Elimination System Permit No. FLS000003 and Miami-Dade County approved by City Resolution 2005-25925, hereby incorporated by reference. Stormwater point source discharges will be handled so as to not have an adverse impact on area surface or groundwater and to not violate water quality standards set by the Florida Department of Environmental Protection.

~~**Policy 3.1**~~

~~The City shall complete a new Citywide Comprehensive Stormwater Management Master Plan to supersede the existing Comprehensive Stormwater Management Program Master Plan (in place since March 1997) no later than January 2011. Complete the plan in accordance with interlocal agreement between co-permittees named in National Pollutant Discharge Elimination System Permit No. FLS000003 and Miami-Dade County that was approved by City Resolution 2005-25925, which is hereby incorporated by reference.~~

**Policy INF 1.3.2**

In coordination with and in addition to the above policies, the City shall improve and maintain catch basins and other pollution control devices in a way to minimize storm water contamination of surface waters. Techniques shall include, but not necessarily be limited to:

Rebuild catch basins in problem areas with deep sumps to entrap sediment.

Construct new catch basins with open bottoms to provide for percolation when deep sumps to entrap sediment is not possible.

Maintain a catch basin cleaning program to help prevent roadway pollutants (run-off) from entering Biscayne Bay via the storm sewer system.

The City shall also maintain stormwater pumps that have been installed to mitigate sea level rise, and improve water quality.

**Policy INF 1.3.3**

The City will continue compliance with all Federal, State and County regulations concerning land use and development to protect Biscayne Bay ~~– the only natural drainage features~~.

**OBJECTIVE INF 1.4: FLOODPLAIN MANAGEMENT**

Enforce minimum floor level building elevations in accordance with FEMA requirements and flood zone maps as updated from time to time.

**Policy INF 1.4.1**

Continue site plan review for new construction with the requirement that the minimum first floor elevation for habitable space in residential ~~and commercial buildings~~ be at least at the City of Miami Beach Freeboard, as adopted in the Code of the City of Miami Beach, above the minimum FEMA requirement, to allow for maximum protection during flood conditions and from sea level rise.

**Policy INF 1.4.2**

Continue site plan review for new construction with the requirement that the minimum first floor elevation for habitable space for commercial uses be at least at the City of Miami Beach Freeboard, as adopted in the Code of the City of Miami Beach, or in the alternative to utilize approved flood proofing techniques and have sufficient height clearance where the first floor could be raised to the

City of Miami Beach Freeboard in the future, above the minimum FEMA requirement, to allow for maximum protection during flood conditions and from sea level rise.

**OBJECTIVE INF 1.5: LEVEL OF SERVICE STANDARDS**

The City shall continue to maintain and provide potable water, sanitary sewer, solid waste disposal and drainage facilities at adopted level of service standards to ensure that adequate facility capacity is available for proposed and existing commercial and residential developments within its jurisdiction.

**Policy INF 1.5.1**

The following City-wide Level of Service Standards shall be used as the basis for determining the availability of facility capacity for residential uses; the systems shall be able to provide/accommodate at least the minimums specified:

| ***Facility/Service Area*** | ***Level of Service Standard*** |
|---|---|
| Sanitary Sewer Facilities | Sewage Generation Standard<br>140 Average gallons per capita per day |
| Solid Waste Facilities | Solid Waste Generation Standard<br>1.275 tons per capita per year |
| Drainage Facilities | Design Storm Standard<br>per Storm Water Master Plan as updated from time to time. |
| Potable Water Facilities | Water Consumption Standard<br>140 Average gallons per capita per day<br>168 Peak gallons per capita per day |

The average gallons per capita rate applies to the year-round standard, while the peak gallons per capita rate applies to the City during peak tourist period due to the significant seasonal influx of temporary residents. The City uses a multiplier of 1.2, which gives a 20% increase in population to estimate required services and facilities.

The following City-wide Level of Service Standards shall be used as the basis for determining the availability of facility capacity for non-residential uses; the systems shall be able to provide/accommodate at least the minimums specified:

| | |
|---|---|
| Hotel: | 75 gallons per day per room |
| Office: | 0.084 gallons per day per square foot |
| Retail: | 0.18 gallons per day per square foot |
| Industrial: | 0.084 gallons per day per square foot |
| Restaurant: | 65 gallons per day per seat |
| School: | 12 gallons per day per student |

**OBJECTIVE INF 1.6: WATER CONSERVATION**

Cooperate with WASD to ~~develop and~~ continue to implement~~, by 1994 2015,~~ ~~a~~ the City's comprehensive water conservation program to insure that a sufficient, economical supply of fresh water is available to meet current and future demand for potable water.

**Policy INF 1.6.1**

All potable water distribution systems shall maintain the unaccounted for water loss to less than 10 percent of the water entering the system.

**Policy INF 1.6.2**

Continue to promote the education program for residential, commercial and industrial consumers which will discourage waste and conserve potable water.

**Policy INF 1.6.3**

The Parks Department shall continue to install underground irrigation systems thereby, conserving potable water while watering public spaces.

**Policy INF 1.6.4**

Consistent with the policies of Miami-Dade County, water shall be delivered for general use at a pressure not to exceed 100 psi.

**Policy INF 1.6.5**

Within one year of the effective date of this policy, the City shall review existing water conservation regulations and revise the land development code as necessary and effective to ensure implementation of water conserving techniques, including: 1) subsurface and other water conserving irrigation techniques, 2) xeriscaping techniques, 3) lawn watering restrictions, 4) the use of low water use plumbing fixtures in all construction, and 5) any other effective methods commonly in practice or required by law. In addition, the City Manager shall immediately, upon the effective date of this policy, direct appropriate City departments to implement all such techniques as may be implemented by the City in its normal operations and require private property owners to implement all such techniques.

**Policy INF 1.6.6**

The City, through the Building Department, will continue to enforce the requirement to use high efficiency volume water saving devices for substantial rehabilitation and new construction projects as specified in the standard plumbing code. All future development within the City will be required to comply with water use efficiency techniques for indoor water use in accordance with Section 8-31, 32-83.1, 32-84 and 8A-381 of the Code of Miami-Dade County. In addition, all future development will be required to comply with the landscape standards in Section 18-A and 18-B of the Miami-Dade County Code.

**Policy INF 1.6.7 (*new)***

The City shall encourage planting of vegetation that is highly water absorbent, Florida friendly or native, able to withstand the marine environment, and tropical storm winds.

**Policy INF 1.6.8 (*new)***

The City shall provide educational resources and workshops regarding water conservation that are accessible to the public.

**OBJECTIVE INF 1.7: INFRASTRUCTURE DEFICIENCIES**

The City will implement procedures to ensure that existing facility deficiencies are corrected thereby maximizing the use of existing public facilities to maintain the level of service standards as adopted for future needs in accord with the time frames established under Section 163.302, Florida Statutes.

**Policy INF 1.7.1**

The City shall continue to inspect and correct any potable water, sanitary sewer and drainage facilities deficiencies to maintain level of service standards; i.e., continue the daily inspection program.

**Policy INF 1.7.2**

Cooperate with WASD to continue programs which address recycling of solid wastes to include such items as paper, aluminum, glass, plastic and potentially food waste, metals, tires and waste oils.

**Policy INF 1.7.3**

Cooperate with WASD to promote the reduction of volume of yard and tree waste going into landfills through the program to compost vegetation materials.

**Policy INF 1.7.4**

Cooperate with WASD and other County agencies to design standards for improvements of water distribution, sewer collection, garbage removal and drainage systems within the City that provide maximum efficient operations.

**Policy INF 1.7.5**

If in the future there are issues associated with water supply, conservation or reuse the City will immediately contact WASD to address the corresponding issue(s). In addition, the City will follow adopted communication protocols with WASD to communicate and/or prepare an appropriate action plan to address any relevant issue associated with water supply, conservation or reuse.

**OBJECTIVE INF 1.8: WATER SUPPLY PLANNING**

The City of Miami Beach shall comply with its 10-year Water Supply Facilities Work Plan, as required by section 163.3177(6)(c), F.S. The Work Plan will be updated, at a minimum, every 5 years. The City of Miami Beach Water Supply Facilities Work Plan is designed to: assess current and projected potable water demands; evaluate the sources and capacities of available water supplies; and, identify those water supply projects, using all available technologies, necessary to meet the City's water demands for a 10-year period.

**Policy INF 1.8.1**:

The City will comply with the 10-year Water Supply Facilities Work Plan and incorporate such work plan into the Miami Beach Comprehensive Plan.

**Policy INF 1.8.2:**

Coordinate appropriate aspects of its comprehensive plan with the South Florida Water Management District's regional water supply plan adopted February 15, 2007 and with the Miami-Dade County 20-Year Water Supply Facilities Work Plan adopted April 24, 2008, and as updated. The City shall amend its Comprehensive Plan and Work Plan as required to provide consistency with the District and County plans.

**Policy INF 1.8.3:**

The City shall coordinate the planning of potable water and sanitary sewer facilities and services and level-of-service standards within the Miami-Dade County Water and Sewer Department, DERM, the South Florida Water Management District, and will update the City's Work Plan within 18 months after the South Florida Water Management District updates the Lower East Coast Water Supply Plan Update.

**Policy INF 1.8.4:**

The City shall coordinate with Miami-Dade County WASD by requiring applications to be reviewed by WASD during the site plan review process prior to approving a Building Permit, in order to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy for properties located within the City of Miami Beach.

Additional coordination efforts will occur between WASD and the City through the water allocation system. Monthly Building Permit data will be provided to WASD to track development activity within the City. The City will monitor proposed amendments to the Miami-Dade County Comprehensive Development Master Plan as they relate to water supply planning in the adjacent beach communities and provide input as necessary.

**Policy INF 1.8.5:**

The City Planning Director or a representative will attend the Miami-Dade Planners Technical Committee meeting to share information regarding water supply needs and coordinate water use issues as needed. The Planners Technical Committee is a council of professional planners representing local governments and public regulatory/review agencies in Miami-Dade County that addresses common concerns and shares resources toward solving planning problems.

## INTERGOVERNMENTAL COORDINATION ELEMENT

The Intergovernmental Coordination Element (ICE) of the Comprehensive Plan establishes standards for coordination with the plans of other government agencies at the Federal, State, Regional, and Local levels, including adjacent municipalities. Such coordination is necessary for the provision of services as well as ongoing maintenance of infrastructure and to provide a regional approach to climate resiliency to support the quality of life in the City of Miami Beach.

### Intergovernmental Coordination Goal

**GOAL ICE 1** Establish strategic partnerships and coordinate development and policy review processes among the various governmental, public and private entities to address service needs, infrastructure, and climate resiliency in the region. ~~to: 1) achieve coordination of all development including tourism and convention activities and historic preservation, and (2) foster the purpose of Rule 9J-5.015, which is to identify and resolve incompatible goals, objectives, policies and development proposed in the City's Comprehensive Plan and to determine and respond to the needs of adjacent local governments, Miami-Dade County, the South Florida Regional Planning Council and state and federal agencies.~~

### OBJECTIVE ICE 1.1: COORDINATION MECHANISMS

Provide a formal process for intergovernmental coordination among the city and local, regional, State and Federal governmental entities and agencies to establish specific coordination activities to occur on a regular basis.

**Policy ICE 1.1.1**

The City Manager shall be responsible for ensuring an effective intergovernmental coordination program for Miami Beach including dissemination of public information about County programs operating within the City.

**Policy ICE 1.1.2**

The City shall continue to invite appropriate public and private entities with which it shares coordination responsibilities to appoint *ad hoc* representatives to its various Boards and Committees.

**Policy ICE 1.1.3**

The City shall continue to make elected commissioners and staff available to participate in intergovernmental coordination activities with other public and private entities.

**Policy ICE 1.1.4**

The City shall offer to participate in the local government review proceedings of comprehensive plans and relevant plan amendments for Miami-Dade County, City of Miami, North Bay Village and Surfside and shall provide copies of the City's comprehensive plan, executive summary, and related information to these and other applicable agencies.

**Policy ICE 1.1.5**

Ensure continued countywide support for the operation~~, renovation and expansion~~ of the Miami Beach Convention Center Complex by working with and supporting local and regional partners.

**Policy ICE 1.1.6**

The City shall continue to use (and expand where necessary) memoranda of agreement or similar user's agreement with Miami-Dade County relative to water supply, sewage disposal, solid waste disposal and the ocean beach, among others and with the Miami-Dade County School Board on the planning of school facilities; collaborative planning and decision making is the intent.

**Policy ICE 1.1.7**

In terms of City-State coordination, particularly concentrate on liaison with Department of ~~Natural Resources~~ Environmental Protection relative to achieving and maintaining the quality of the City's beaches and dunes.

**Policy ICE 1.1.8**

The City will coordinate with Miami-Dade County WASD in the review of site plans prior to the issuance of a building permit to determine whether adequate water supplies will be available to serve new development no later than the date of the certificate of occupancy.

**Policy ICE 1.1.9**

The City shall coordinate the planning of potable water and sanitary sewer facilities and services and level of service standards within the Miami-Dade County WASD, DERM, the South Florida Water Management District, and the Lower East Coast Water Supply Plan Update.

**Policy ICE 1.1.10**

The City will collaborate and coordinate with appropriate local, regional, state, and national governmental agencies, to the extent possible, toward the implementation of Adaptation Action Areas adaptation strategies and to identify risks, vulnerabilities and opportunities associated with coastal hazards and the impacts from sea level rise and participate in, when appropriate, coordinated governmental, non-governmental and other appropriate agencies' proposed application requests for funding adaptation implementation projects.

**Policy ICE 1.1.11**

The City shall coordinate the planning and development of Transit Facilities with Miami-Dade County, the Miami-Dade ~~Metropolitan~~ Transportation Planning Organization (~~M~~TPO), and surrounding municipalities, as applicable.

**NEW Policy ICE 1.1.12**

The City will collaborate and coordinate with appropriate local, regional, state, and national governmental agencies and establish strategic partnerships where feasible to address climate resiliency as guided by the Goals, Objectives, and Policies of the Resiliency and Sustainability Element.

**NEW Policy ICE 1.1.13**

The City will continue to coordinate with Miami-Dade County and the City of Miami to implement the Resilient 305 Strategy.

**NEW Policy ICE 1.1.14**

The City will continue to coordinate with the South Florida Climate Change Compact partners for climate change adaptation and mitigation planning.

**OBJECTIVE ICE 1.2: COMPREHENSIVE PLAN COORDINATION**

Coordinate the City's Comprehensive Plan with the plans of the Miami-Dade County Public Schools, Miami-Dade County Planning Department and adjacent municipalities.

**Policy ICE 1.2.1**

Provide copies of the City's Comprehensive Plan, proposed amendments, executive summary, informational updates, public meeting notices to the Miami-Dade County Public Schools, Miami-Dade County Planning Department and adjacent municipalities.

**Policy ICE 1.2.2**

During pre-development program planning and site selection activities, the City shall coordinate with the Miami-Dade Public Schools, and continue to seek, where feasible and mutually acceptable, to collocate schools with other public facilities such as parks, libraries and community centers to the extent possible.

**Policy ICE 1.2.3**

The City and the Miami-Dade County Public Schools shall follow the procedures established in the adopted Amended and Restated "Interlocal Agreement for Public School Facilities Planning in Miami-Dade County" for coordination and collaborative planning and decision making of land uses, public school facilities siting, decision making on population projections, location and extension of public facilities subject to concurrency.

**Policy ICE 1.2.4**

The City shall coordinate with the Miami-Dade County Public Schools and other parties to the adopted Amended and Restated Interlocal Agreement for Public School Facility Planning to establish Level of Service Standards (including Interim LOS standards) for public school facilities and any amendments affecting public school concurrency.

**Policy ICE 1.2.5**

The City shall coordinate with the following entities with respect to refining and adjusting local Levels of Service:

- State and Federal Highways - Florida Department of Transportation
- County roads – Miami-Dade County Department of Public Works
- Drainage – South Florida Water Management District and Miami-Dade County Public Works
- Potable water supply - South Florida Water Management District and Miami-Dade County WASD
- Regional Policies - South Florida Regional Planning Council
- Public educational facilities – Miami-Dade County Public Schools

**Policy ICE 1.2.6**

The Miami-Dade County Public Schools shall coordinate with the City at the planning stage to determine whether the new construction or renovation of existing educational facilities meet the adopted Level of Service Standard adopted in the Infrastructure Element of the City's Comprehensive Plan and Miami-Dade County Public Schools will distribute a fair share cost of infrastructure improvements necessary to meet the adopted Level of Service.[i]

**OBJECTIVE ICE 1.3: CITY PLAN IMPACTS ON OTHER ENTITIES**

Continue to utilize the intergovernmental coordination mechanisms built into the intergovernmental review and comment provisions of the Local Government Comprehensive Planning and Land Development Regulation Act to ensure that full consideration is given to the impacts of map and text amendments ~~developments~~ proposed in the City Comprehensive Plan on other governmental entities and adjacent municipalities.

**Policy ICE 1.3.1**

Continue formal liaison with state agencies that have permitting responsibility in Miami Beach.

**Policy ICE 1.3.2**

Use the South Florida Regional Planning Council (SFRPC) for mediation when development issues cross jurisdictional boundaries (or impact state or regional resources) and cannot be resolved by the City alone; the City shall work with the SFRPC to determine the process.

**Policy ICE 1.3.3**

The City Commission shall continue to work with the South Florida Regional Planning Council to identify regional issues and to assist in the periodic updating of the ~~Comprehensive~~ Strategic Regional Policy Plan.

**Policy ICE 1.3.4**

Attend and participate on the Miami-Dade County Planners' Technical Committee for the purpose of better interpreting and coordinating local government planning issues and processes with other local jurisdictions and agencies in Miami-Dade County, the South Florida Regional Planning Council and the Florida Department of ~~Community Affairs~~ Economic Opportunity.

**Policy ICE 1.3.5**

Continue to participate in the review process of the Biscayne Bay (Aquatic Preserve) Shoreline Development Review Committee as it pertains to development/construction on the Miami Beach bayfront.

**Policy ICE 1.3.6**

The City of Miami Beach shall provide copies of this revised Comprehensive Plan to the adjacent municipalities of Surfside, North Bay Village and Miami and a cover letter to each municipality stating that proposed development in adjacent portions of Miami Beach has been reviewed for its relationship to the comprehensive plans of each municipality and that no negative impacts of said proposed developments are anticipated.

**OBJECTIVE ICE 1.4: LEVEL OF SERVICE STANDARD COORDINATION**

Continue to coordinate with local (adjacent municipalities), county, regional and state entities in the establishment of Level of Service Standards for public facilities.

**Policy ICE 1.4.1**

Utilize the FDOT "Level of Service Standards and Guidelines Manual," as updated from time to time, in concurrency reviews of projects on State roads and otherwise continue to ensure that the

level of service standards for public facilities are coordinated with those governmental entities having operational maintenance responsibility for such facilities.

**OBJECTIVE ICE 1.5: COUNTY SUBSTANDARD HOUSING BOARD**

Further increase the responsiveness of the Miami-Dade County Unsafe Structures Board to the City's especially Policy 2.7 of the Housing Element.

**Policy ICE 1.5.1**

Continue the relationship between the City's Building Department and the Unsafe Structures Board to ensure coordination in addition to use of the special master process.

**OBJECTIVE ICE 1.6: HOUSING AUTHORITY**

Continue the coordination with the Housing Authority of the City of Miami Beach in order to achieve the goals of the Housing Element and the City's Consolidated Plan.

**Policy ICE 1.6.1**

Continue the regular meetings between the City Administration, especially the Housing and Community Development Department and Housing Authority staff to ensure mutual assistance and consistency of objectives.

~~Policy 9J-5.015 (3)(c) 4 is not applicable because annexation is not a realistic possibility.~~

## PUBLIC SCHOOL FACILITIES ELEMENT

The Public School Facilities Element (PSF) of the Comprehensive Plan corresponds with the interlocal agreement requirements established between Miami-Dade County Public Schools and municipalities in Miami-Dade County to provide for adequate public education facilities for the current and future students in Miami Beach.

### Public School Facilities Goal

**GOAL PSF 1** Cooperate with the Miami-Dade County Public Schools to develop, operate, and maintain a system of public education, in cooperation with other appropriate governmental agencies, which will strive to improve the quality and quantity of public educational facilities available to the citizenry of the City of Miami Beach, Florida.

### OBJECTIVE PSF 1.1: REDUCTION OF OVERCROWDING

Work towards the reduction of the overcrowding which currently exists in the Miami-Dade County Public Schools, while striving to attain an optimum level of service pursuant to Objective 2. This Objective shall be monitored through a comparison by the Miami-Dade County Public Schools of the official enrollment of the school system with the number of student stations available to determine the current operating LOS.

~~**Policies**~~

**Policy PSF 1.1.1**

Cooperate with the Miami-Dade County Public Schools in their efforts to continue to provide new student stations through their Capital Outlay program, in so far as funding is available.

**Policy PSF 1.1.2**

Cooperate with the Miami-Dade County Public Schools in their efforts to develop and implement alternative educational facilities, such as primary learning centers, which can be constructed on small parcels of land and relieve overcrowding at elementary schools, in so far as funding and rules permit.

**Policy PSF 1.1.3**

Cooperate with the Miami-Dade County Public Schools in their efforts to provide public school facilities to the students of Miami-Dade County, which operate at optimum capacity, in so far as funding is available. Operational alternatives may be developed and implemented, where appropriate, which mitigate the impacts of overcrowding while maintaining the instructional integrity of the educational program.

**Policy PSF 1.1.4**

The Miami-Dade County School Board (School Board) comments shall be sought and considered on comprehensive plan amendments and other land use and zoning decisions which could impact the school district, in order to be consistent with the terms of the state mandated Interlocal Agreement pursuant to Sections 1013.33 and 163.31777, Florida Statutes.

**Policy PSF 1.1.5**

Capital improvement programming by the Miami-Dade Public Schools should be based on future enrollment projections and demographic shifts and targeted to enhance the effectiveness of the learning environment. The future enrollment projections should utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes, where available, as modified by the School Board based on development data and agreement with the local governments, the State Office of Educational Facilities and the State SMART Schools Clearinghouse. The School Board may request adjustment to the estimating conferences' projections to reflect actual enrollment and development trends. In formulating such a request, the School Board will coordinate with the City regarding development trends and future population projections.

**Policy PSF 1.1.6**

The City, through the Staff Working Group of the Interlocal Agreement for Public School Facility Planning, will coordinate with Miami-Dade County Public Schools, and applicable Cities to review annually the Educational Element and school enrollment projections.

## OBJECTIVE PSF 1.2: COORDINATION OF DEVELOPMENT AND AVAILABILITY

The City shall coordinate new residential development with the future availability of public school facilities[1] consistent with the adopted level of service standards for public school concurrency, to ensure the inclusion of those projects necessary to address existing deficiencies in the 5-year schedule of capital improvements, and meet future needs based upon achieving and maintaining the adopted level of service standards throughout the planning period.

This Objective will be measured through an annual review of the latest adopted Miami-Dade County Public Schools Facility Work Program to determine if the adopted concurrency level of service standard is being achieved.

~~**Policies**~~

**Policy PSF 1.2.1**

Beginning January 1, 2008, the adopted level of service (LOS) standard for all Miami-Dade County public school facilities is 100% utilization of Florida Inventory of School Houses (FISH) Capacity (With Relocatable Classrooms). This LOS standard shall be applicable in each public school concurrency service area (CSA), defined as the public school attendance boundary established by the Miami-Dade County Public Schools.

The adopted LOS standard for Magnet Schools is 100% of FISH (With Relocatable Classrooms), which shall be calculated on a districtwide basis.

**Policy PSF 1.2.2**

It is the goal of Miami-Dade County Public Schools and the City of Miami Beach for all public school facilities to achieve 100% utilization of Permanent FISH (No Relocatable Classrooms) capacity by January 1, 2018. To help achieve the desired 100% utilization of Permanent FISH by 2018, Miami-

[1] Level of Service standards for public school facilities apply to those traditional educational facilities, owned and operated by the Miami-Dade County Public Schools, that are required to serve the residential development within their established Concurrency Service Area. Level of Service standards do not apply to charter schools. However, the capacity of both charter and magnet schools will be credited against the impact of development. No credit against the impact of development shall be given for either magnet or charter schools if their enrollment is at, or above, 100% FISH capacity.

Dade County Public Schools should continue to decrease the number of relocatable classrooms over time. Public schools facilities that achieve 100% utilization of Permanent FISH capacity should, to the extent possible, no longer utilize relocatable classrooms, except as an operational solution.[2]

By December 2010, the Miami-Dade County Public Schools in cooperation with the county and other affected agencies will assess the viability of modifying the adopted LOS standard to 100% utilization of Permanent FISH for all CSAs.

**Policy PSF 1.2.3**

In the event the adopted LOS standard of a CSA cannot be met as a result of a proposed development's impact, the development may proceed provided at least one of the following conditions is met:

a) The development's impact can be shifted to one or more contiguous CSAs that have available capacity and is located, either in whole or in part, within the same Geographic Areas (Northwest, Northeast, Southwest, or Southeast, see Figure 1A through 1D) as the proposed development; or

b) The development's impact is mitigated, proportionate to the demand for public schools it created, through a combination of one or more appropriate proportionate share mitigation options, as defined in Section 163.3180 (13)(e)1, Florida Statutes. The intent of these options is to provide for the mitigation of residential development impacts on public school facilities, guaranteed by a legal binding agreement, through mechanisms that include, one or more of the following: contribution of land; the construction, expansion, or payment for land acquisition or construction of a permanent public school facility; or, the creation of a mitigation bank based on the construction of a permanent public school facility in exchange for the right to sell capacity credits. The proportionate share mitigation agreement is subject to approval by Miami-Dade County School Board and the City of Miami Beach and must be identified in the Miami-Dade County Public Schools Facilities Work Program.

c) The development's impacts are phased to occur when sufficient capacity will be available.

If none of the above conditions is met, the development shall not be approved.

**Policy PSF 1.2.4**

Concurrency Service Areas (CSA) shall be delineated to: 1) maximize capacity utilization of the facility, 2) limit maximum travel times and reduce transportation costs, 3) acknowledge the effect of court-approved desegregation plans, 4) achieve socio-economic, racial, cultural and diversity objectives, and 5) achieve other relevant objectives as determined by the School Board's policy on maximization of capacity. Periodic adjustments to the boundary or area of a CSA may be made by the School Board to achieve the above stated factors. Other potential amendments to the CSAs shall be considered annually at the Staff Working Group meeting to take place each year no later than April 30 or October 31, consistent with Section 9 of the Interlocal Agreement for Public School Facility Planning.

**Policy PSF 1.2.5**

The City, through the implementation of the concurrency management system and Miami-Dade County Public School Facilities Work Program for educational facilities, shall ensure that existing

[2] Relocatable classrooms may be used by the Miami-Dade County Public Schools as an operational solution to achieve the level of service standard during replacement, remodeling, renovation or expansion of a public school facility.

deficiencies are addressed and the capacity of schools is sufficient to support residential development at the adopted level of service (LOS) standards throughout the planning period in the 5-year schedule of capital improvements.

**Policy PSF 1.2.6**

The Miami-Dade County Public Schools Facilities Work Program will be evaluated on an annual basis to ensure that the level of service standards will continue to be achieved and maintained throughout the planning period.

**Policy PSF 1.2.7**

Miami-Dade County Public Schools shall coordinate with the City to annually update its Facilities Work Program to include existing and anticipated facilities for both the 5-year and long-term planning periods, and to ensure that the adopted level of service standard, including interim standards, will continue to be achieved and maintained. The City, through its annual update to the Capital Improvements Schedule, will incorporate by reference the latest adopted Miami-Dade County Public Schools Facilities Work Program and concurrency maps.

**OBJECTIVE PSF 1.3: SUITABLE SITES**

Assist and cooperate with the Miami-Dade County Public Schools to obtain suitable sites for the development and expansion of public education facilities.

This Objective will be monitored through the annual inventory and assessment by the Miami-Dade County Public Schools of School Board owned property.

~~**Policies**~~

**Policy PSF 1.3.1**

In the selection of sites for future educational facility development, the City encourages the Miami-Dade County Public Schools to consider whether a school is in close proximity to residential areas and is in a location that would provide a logical focal point for community activities.

**Policy PSF 1.3.2**

Where possible, the Miami-Dade County Public Schools should seek sites which are adjacent to existing or planned public recreation areas, community centers, libraries, or other compatible civic uses for the purpose of encouraging joint use facilities or the creation of logical focal points for community activity.

**Policy PSF 1.3.3**

The City concurs that, when selecting a site, the Miami-Dade County Public Schools district should consider if the site meets the minimum size criteria as recommended by the State Department of Education or as determined to be necessary for an effective educational environment.

**Policy PSF 1.3.4**

When considering a site for possible use as an educational facility, the Miami-Dade County Public Schools should review the adequacy and proximity of other public facilities and services necessary to the site such as roadway access, transportation, fire flow and potable water, sanitary sewers, drainage, solid waste, police and fire services, and means by which to assure safe access to schools, including sidewalks, bicycle paths, turn lanes, and signalization.

**Policy PSF 1.3.5**

When considering a site for possible use as an educational facility the Miami Dade County Public Schools should consider whether the present and projected surrounding land uses are compatible with the operation of an educational facility.

**Policy PSF 1.3.6**

The City shall encourage and cooperate with the Miami-Dade County Public Schools in their effort for public school siting reviews to help accomplish the objectives and policies of this element and other elements of the City's Comprehensive Plan. The City shall cooperate with the Public Schools to establish provisions for a scoping or pre-application meeting as part of the educational facilities review process, if determined to be warranted.

**Policy PSF 1.3.7**

Public educational facilities are an allowable use in all Future Land Use Categories.

**OBJECTIVE PSF 1.4: IMPROVE SECURITY AND SAFETY**

Miami-Dade County Public Schools, in conjunction with the City and other appropriate agencies, will strive to improve security and safety for students and staff.

This Objective will be monitored through the review and analysis of the statistics relating to school safety, as compiled annually, by the Miami-Dade County Public Schools' Division of Police.

~~**Policies**~~

**Policy PSF 1.4.1**

Continue to cooperate with the Miami-Dade County Public Schools to develop and/or implement programs and policies designed to reduce the incidence of violence, weapons and vandalism on school campuses. Encourage the design of facilities, which do not promote criminal behavior and provide clear sight lines from the street.

**Policy PSF 1.4.2**

Continue to cooperate with the Miami-Dade County Public Schools to develop and/or implement programs and policies designed to reduce the number of incidents related to hazardous conditions as reported by the Environmental Protection Agency (EPA), the fire marshal, the State Department of Education (DOE), and other appropriate sources.

**Policy PSF 1.4.3**

Coordinate with the Miami-Dade County Public Schools to provide for pedestrian and traffic safety in the area of schools, and signalization for educational facilities.

**Policy PSF 1.4.4**

Coordinate with the Miami-Dade County Public Schools' Division of School Police and other law enforcement agencies, where appropriate, to improve and provide for a secure learning environment in the public schools and their vicinity.

**OBJECTIVE PSF 1.5 – COOPERATION WITH PROGRAMS AND OPPORTUNITIES**

Cooperate with the Miami-Dade County Public Schools to develop programs and opportunities to bring the schools and community closer together.

This Objective will be monitored by the Miami-Dade County Public Schools System by reporting and reviewing the progress and number of new and existing community oriented programs, including an enrollment analysis, by age and ethnicity, of adult, community and vocational programs.

~~**Policies**~~

**Policy PSF 1.5.1**

Cooperate with the Miami-Dade County Public Schools in their efforts to provide "full service" schools, parent resource centers, adult and community schools and programs as appropriate.

**Policy PSF 1.5.2**

Cooperate with the Miami-Dade County Public Schools in their efforts to continue to provide opportunities for community and business leaders to serve on committees and task forces, which relate to the development of improved provision of public educational facilities.

**Policy PSF 1.5.3**

Cooperate with the Miami-Dade County Public Schools to continue to work with the development industry to encourage partnerships in the provision of sites and educational facilities including early childhood centers.

**Policy PSF 1.5.4**

Cooperate with the Miami-Dade County Public Schools through agreement with appropriate agencies to increase medical, psychological, and social services for children and their families as appropriate.

**Policy PSF 1.5.5**

The City will continue to cooperate with Miami-Dade County Public Schools and adjacent local governments in utilizing Miami-Dade County Public Schools as emergency shelters during emergencies.

**OBJECTIVE PSF 1.6 – LEARNING ENVIRONMENT**

Miami-Dade County Public Schools will continue to enhance effectiveness of the learning environment.

This Objective will be monitored by the Miami-Dade County Public Schools by reporting the number of educational facility enhancements.

~~**Policies**~~

**Policy PSF 1.6.1**

Miami-Dade County Public Schools is encouraged to continue the design and construction of educational facilities which create the perception of feeling welcome, secure and positive about the students' school environment and experiences.

**Policy PSF 1.6.2**

The Miami-Dade County Public Schools is encouraged to continue to design and construct facilities which better provide student access to technology designed to improve learning, such as updated media centers and science laboratories.

**Policy PSF 1.6.3**

The Miami-Dade County Public Schools is encouraged to continue to improve existing educational facilities, in so far as funding is available, through renovation and expansion to better accommodate increasing enrollment, new educational programs and other activities, both curricular and extra-curricular.

**Policy PSF 1.6.4**

The School Board shall be encouraged to preserve, maintain and continue the use of historic schools.

**OBJECTIVE PSF 1.7 – INTERGOVERNMENTAL COORDINATION**

The School Board, the City, and other appropriate jurisdictions shall establish and implement mechanism(s) for on-going coordination and communication to ensure the adequate provision of public educational facilities.

This Objective will be addressed by tracking the development of appropriate mechanisms, including interlocal agreements and coordination efforts.

~~**Policies**~~

**Policy PSF 1.7.1**

Pursuant to the terms of the state mandated Interlocal Agreement, the City will coordinate and cooperate with the Miami-Dade County Public Schools, the State, the County and other appropriate agencies, to develop processes to expedite proposed new educational facility developments and renovations.

**Policy PSF 1.7.2**

The location of future educational facilities should occur where capacity of other public facilities and services is available to accommodate the infrastructure needs of the educational facility.

**Policy PSF 1.7.3**

The Miami-Dade County Public Schools should coordinate school capital improvement plans with the planned capital improvement projects of other County and municipal agencies.

**Policy PSF 1.7.4**

The City shall coordinate and cooperate with the Miami-Dade County Public Schools to ensure that they are obligated to pay for their fair share of the costs of necessary off-site infrastructure improvements.

**Policy PSF 1.7.5**

Miami-Dade County Public Schools, the City, the County, and any other jurisdictional agency shall coordinate to eliminate infrastructure deficiencies surrounding existing school sites.

**Policy PSF 1.7.6**

The City and the Miami-Dade County Public Schools shall coordinate efforts to ensure the availability of adequate sites for the required educational facilities.

**Policy PSF 1.7.7**

The City shall afford representatives of the Miami-Dade County Public Schools the opportunity to review and comment on proposed developments adjacent to schools.

**Policy PSF 1.7.8**

The City and the Miami-Dade County Public Schools will annually review the Educational Element and the City will make amendments if necessary.

## CAPITAL IMPROVEMENT PROGRAM ELEMENT

The Capital Improvement Program Element (CIP) of the Comprehensive Plan addresses the level of service and funding of the City's capital facilities. The Goals, Objectives and Policies in the Capital Improvement Program Element support other elements within the Comprehensive Plan to help ensure that development and redevelopment does not commence without adequate capital facilities in place.

**Capital Improvement Program Goal:**

### GOAL CIP 1 MAINTENANCE OF LEVEL OF SERVICE

Ensure that all development and locations in the City are served by public facilities at established levels of service, currently and at all times in the future.

### OBJECTIVE CIP 1.1: CAPITAL FACILITIES

Maintain all existing potable water, sanitary sewer, storm water, transportation, solid waste, and recreational facilities at permitted levels as of Date of Adoption of this Comprehensive Plan Amendment.

**Policy CIP 1.1.1**

The City will maintain a current inventory of all City-owned capital facilities, to include information on type, capacity, location and condition.

**Policy CIP 1.1.2**

The City will continue its program of regularly scheduled inspections of all capital facilities to monitor and record the condition of each.

**Policy CIP 1.1.3**

The City will continue to prepare and adopt each year a five year capital improvements program and a one-year capital budget, to include all projects which entail expenditures of at least $~~10~~25,000 and a life of at least three years.

**Policy CIP 1.1.4**

The City will implement the projects listed in the capital improvement program and in the Implementation Schedule of this capital improvements element according to the schedule listed in this Element.

**Policy CIP 1.1.5**

When budgeting capital expenditures, the City will evaluate and assign priority to projects according to the following criteria, listed in order of importance:

1. Elimination of existing or impending public hazards;

2. Repair or replacement of damaged capital facilities which do not fit the definition in Number 1 above;

3. Prevent service from any existing part of a system from falling below the level of service standards established in this Comprehensive Plan, due to failure of any component of the system;

4. Accommodate existing, expanding or new capital facilities within Miami Beach which are provided by other governmental agencies so as to avoid needless repetition of expenditures;

5. Accommodate new construction or rehabilitation projects which are approved by the City pursuant to all applicable development regulations and which are consistent with the elements of this Comprehensive Plan and its amendments, specifically to include projected growth patterns, level of service standards, and requirements for financial participation by the party seeking development approval in meeting the costs of the capital facility;

6. Elimination of existing capacity deficits;

7. The project's impact on the local budget;

8. The project's financial feasibility within the City's budget; and

9. The project, if applicable, shall be coordinated with DOT and County plans.

**Policy CIP 1.1.6**

The City will cooperate with all other governmental agencies, including the school board and public health care providers, to treat their existing capital facilities located in the City in a manner similar to that outlined in Policy 1.1.1 through 1.1.5 above.

**Policy CIP 1.1.7**

The City shall limit the use of revenue bonds as a percent of total debt.

**OBJECTIVE CIP 1.2: CAPITAL IMPROVEMENT PROGRAM**

The City shall not issue any building permits or development orders for new development or redevelopment unless the existing infrastructure (i.e. water, green infrastructure, sanitary and storm sewer, transportation, recreation and solid waste) meets or is upgraded to meet the permitted level of service to support the increase in demand by the proposed development.

**Policy CIP 1.2.1**

The City will continue to prepare and adopt a five-year capital improvements program. It will include all capital improvements identified in the comprehensive plan elements, specifically including those to upgrade facilities in the ~~South Pointe Redevelopment area, Architectural District, The~~ North Beach Area and the Convention Center Area ~~Village~~.

**Policy CIP 1.2.2**

During the annual preparation of the five-year capital improvements program, the need for additional or revised upgrading of projects will be analyzed by the city staff and those determined to be necessary to fulfill Objective 1.2 above, and which are found to have an identified funding source, will be added to the capital improvements program.

**Policy CIP 1.2.3**

The City will pursue the creation and operation of special assessment districts to provide funding for the proposed improvements in the Alton Road, Washington Avenue, Lincoln Road, and Espanola Way areas of the Architectural District, and in the North Beach Area in accordance with the adopted Neighborhood Special Area Studies for each of the specified areas.

**Policy CIP 1.2.4**

~~Appropriate mechanisms will be developed and adopted consistent with the South Florida Water Management District and Miami-Dade County I~~ In order to assure that adequate water supplies are available to all water users prior to approval of a building permit~~. Furthermore~~, the City of Miami Beach ~~will be responsible for providing~~ shall continue to provide monthly building permit data to WASD to be used for monitoring the availability of water supplies for all water users of the Miami-Dade County Water and Sewer Department, and for implementing a system that links water supplies to the permitting of new development.

**Policy CIP 1.2.5**

The City shall incorporate capital improvements affecting City levels of service for water supply by including City funded projects and by referencing the Capital Improvements Schedules of Miami-Dade County, state agencies, regional water supply authorities and other units of government providing services but not having regulatory authority over the use of land into its Capital Improvements Element via reference during periodic updates of the Comprehensive Plan.

**Policy CIP 1.2.6 (Relocated text from RLU 3.1.3)**

*As a part of the capital improvement program process, public facilities and utilities shall be located to:*

*a) maximize the efficiency of services provided;*
*b) minimize their cost; and*
*c) minimize their impacts on the natural environment*

**OBJECTIVE CIP 1.3: IMPACT FEE PROGRAM**

Continue to participate in the Miami-Dade County Development Impact Fee Program to secure a financial contribution from any development that necessitates new or expanded potable water, sanitary and storm sewer, transportation, and solid waste based on a proportional share of the cost of the improvements.

**Policy CIP 1.3.1**

The City will not give development approval to any new construction, redevelopment or renovation project which creates a need for new or expanded public capital improvements unless the project pays a proportional share of the costs of these improvements in accordance with the Development Impact Fee Program.

**OBJECTIVE CIP 1.4: BOND RATING AND DEBT SERVICE**

Return the City's overall bond rating as established by Moody's Investor's Service at A or higher.

**Policy CIP 1.4.2**

The City shall maintain a function responsible for soliciting federal and state programs, private contributions and joint venture approaches to be used to reduce costs the City must bear for capital improvements.

**Policy CIP 1.4.3**

The City will limit the total amount of outstanding debt in general obligation bonds to no greater than 15 percent of the assessed taxable real property value in the City.

**Policy CIP 1.4.4**

The ratio of the City's total debt service on general obligation bonds shall not be greater than 35 percent of the City's total ad valorem, real property tax revenue.

**Policy CIP 1.4.5**

The City will continue to prepare and adopt each year a 5 year capital improvements program and one year capital budget to, among other things, help assess future needs for debt financing of capital improvements.

**OBJECTIVE CIP 1.5: LEVEL OF SERVICE STANDARDS**

Continue the established level of service standards for capital facilities for which the City has financial responsibility.

**Policy CIP 1.5.1**

Level of service standards established ~~in the elements of this comprehensive plan and which are also contained here~~ in the Capital Improvements Element shall be, upon adoption of the comprehensive plan by the City Commission, the level of service standards for the designated capital improvements.

**Policy CIP 1.5.2**

The City of Miami Beach is a Transportation Concurrency Exception Area; as such, Mobility Fees shall be assessed to fund mobility improvements. The Land Development Regulations shall establish procedures to grandfather projects approved prior to the adoption of Mobility Fees under the previous concurrency mitigation system.

~~The peak hour level of service standards for roads shall be:~~

~~Local Roads LOS Standard D~~
~~Collector Roads LOS Standard D~~
~~Minor Arterial LOS Standard D~~
~~Minor Arterial LOS Standard D~~
~~Principal Arterial LOS Standard D~~

~~**Policy 5.2A**~~

~~The following level of service standards shall be established for the roadways identified below and located within the City's Transportation Concurrency Management Areas (TCMAs):~~

~~(a) Where no mass transit service exists, roadways shall operate at or above LOS D;~~

(b) Where mass transit service having headways of 20 minutes or less is provided within ¼ distance, parallel roadways shall operate at no greater than 120 percent of LOS D;

(c) Where extraordinary transit service classified as the Electrowave shuttle or express or peak-hour limited stop bus service exists, parallel roadways within ¼ mile shall operate at no greater than 150 percent of LOS D.

South Beach TCMA – Facilities to be averaged

| Roadway | Function | Direction | From | To | TCMA LOS | Service Volume |
|---|---|---|---|---|---|---|
| Alton Road | Arterial | N/S | Dade Blvd. | 5th St. | D+20 | 3150 |
| Washington Avenue | Collector | N/S | Dade Blvd. | 5th St. | D+50 | 3100 |
| *SUBTOTAL* | | | | | | *6250* |
| Collins Avenue | Arterial | N/S | 23rd Street | 5th Street | D+50 | 1450 |
| Meridian Road | Collector | N/S | Dade Blvd. | 5th Street | D+20 | 1150 |
| West Avenue | Collector | N/S | Dade Blvd. | 5th Street | D+20 | 1150 |
| *SUBTOTAL* | | | | | | *3750* |
| Alton Road | Collector | N/S | 5th Street | Biscayne | D+50 | 3100 |
| Washington Avenue | Collector | N/S | 5th Street | Biscayne | D+50 | 3100 |
| *SUBTOTAL* | | | | | | *6200* |
| 5th Street | Arterial | E/W | Alton Road | Washington | D+50 | 6350 |
| 17th Street | Arterial | E/W | Dade Blvd. | Collins Ave | D+50 | 3900 |
| Dade Boulevard (share) | Arterial | E/W | Venetian | Pine Tree Dr. | D+50 | 4200 |
| *SUBTOTAL* | | | | | | *14450* |

Middle Beach TCMA – Facilities to be averaged

| Roadway | Function | Direction | From | To | TCMA | Service Volume |
|---|---|---|---|---|---|---|
| Alton Road | Arterial | N/S | 63rd Street | Dade Blvd | D | 3400 |
| Collins\Indian Creek Drive | Arterial | N/S | 63rd Street | 23rd Street | D+20 | 3800 |
| *SUBTOTAL* | | | | | | *7200* |
| 41st Street | Arterial | E/W | Alton Road | Indian Creek | D+20 | 3300 |
| Dade Boulevard (share) | Arterial | E/W | Venetian | Pine Tree Dr. | D+50 | 4200 |
| 63rd Street (share) | Arterial | E/W | Alton Road | Indian Creek | D+20 | 3150 |
| *SUBTOTAL* | | | | | | *10650* |

North Beach TCMA – Facilities to be averaged

| Roadway | Function | Direction | From | To | TCMA | Service Volume |
|---|---|---|---|---|---|---|
| Collins Avenue- one way | Arterial | N/S | City Limit | 63rd Street | D+20 | 2800 |
| Harding/Abbott Ave.- one | Arterial | N/S | City Limit | Indian Creek | D+20 | 2800 |
| Indian Creek Drive | Arterial | N/S | 71st Street | 63rd Street | D+20 | 3300 |
| *SUBTOTAL* | | | | | | *8900* |
| 71st Street/Normandy Dr. | Arterial | E/W | City Limit | Indian Creek | D+20 | 3150 |
| 63rd Street (share) | Arterial | E/W | Alton Road | Indian Creek | D+20 | 3150 |

| | | | | | | |
|---|---|---|---|---|---|---|
| ~~*SUBTOTAL*~~ | | | | | | ~~*6300*~~ |

**Policy CIP 1.5.3**
The City shall continue to maintain and provide potable water, sanitary sewer, solid waste disposal and drainage facilities at adopted level of service standards to ensure that adequate facility capacity is available for proposed and existing commercial and residential developments within its jurisdiction. These level of service standards are established in this Plan's Infrastructure Element.

~~The following level of service standards for sanitary sewer collection shall be maintained in all areas of the City~~

~~Average gallons per capita per day 140~~
~~Peak gallons per capita per day 144~~

~~**Policy CIP 1.5.4**~~

~~Capacity of solid waste facilities shall have the following level of service standard:~~
~~1.275 tons per capita per year~~

~~**Policy CIP 1.5.5**~~

~~Level of service standard for storm water drainage in all areas of the City shall be:~~

~~25 year frequency, 24 hour duration~~

~~**Policy 5.6**~~

~~Level of service standard for distributing potable water in all areas of the City shall be:~~
~~Average gallons per capita per day 140~~
~~Peak gallon per capita per day 168~~
~~Non-residential uses: ***(Relocated Text from RLU 3.1.2)***~~
- ~~Hotel: 75 gallons per day per room~~
- ~~Office: 0.084 gallons per day per square foot~~
- ~~Retail: 0.18 gallons per day per square foot~~
- ~~Industrial: 0.084 gallons per day per square foot~~
- ~~Restaurant: 65 gallons per day per seat~~
- ~~School: 12 gallons per day per student~~

**Policy CIP 1.5.~~7~~4**

As a general guideline, each facility type as defined by the data and analysis in the Recreation and Open Space Element shall be based on a minimum number of units per permanent and seasonal[1] population, by specific facility type.

| ***Facility Type*** | ***Minimum Number Required*** |
|---|---|
| Swimming Pool | 1 per 50,000 persons |
| Golf Course (min. 9 holes) | 1 per 50,000 persons |
| Basketball Court | 1 per ~~7,000~~ 5,000 persons |
| Tennis or Pickleball Court | 1 per ~~3,000~~ 2,000 persons |

[1] As the seasonal population primarily utilizes private recreation and open space facilities, 20 percent of the actual total seasonal population is used to determine demand for public recreation and open space facilities.

| | |
|---|---|
| Multiple-Use ~~Court~~ Facility (park, picnic, sports ~~shuffle, bocce, etc.~~) | 1 per 4,000 persons |
| Designated Field Area (baseball, soccer, etc.) | 1 per 10,000 persons |
| Tot Lot or Playground | 1 per 10,000 persons |
| Vitacourse | 1 per 40,000 persons |
| Boat Ramp | 1 per 100,000 persons |
| Outdoor Amphitheater | 1 per 50,000 persons |
| Activity Building for Multiple Uses | 1 per 10,000 persons |

**Policy CIP 1.5.~~8~~5**

The National Park Association's suggested minimum requirement for recreation and open space is established as the minimum Level of Service Standard for the entire system to ensure adequate provisions are maintained for the future projected population: Ten (10) acres of recreation and open space per one-thousand (1,000) permanent and seasonal residents. (This requirement excludes public landscape open space and the Atlantic beachfront area.)

**Policy CIP 1.5.~~9~~6**

Due to the built-out nature of the City, the City shall explore the feasibility of replacing recreation and open space concurrency Level of Service Standards with a Parks and Recreation Impact Fee to allow for greater flexibility in meeting the needs of residents and visitors to the City.

**OBJECTIVE CIP 1.6: INFRASTRUCTURE EXPENDITURES**

Limit public infrastructure expenditures that subsidize development in the City-wide Coastal High Hazard Area except for restoration and enhancement of natural resources; the measure shall be 0 projects inconsistent with Policies 1.6.1 through 1.6.5 and 1.8.1 in the Capital Improvement Schedule.

**Policy CIP 1.6.1**

Except as provided in Policy 1.6.2 through 1.6.5 below, the City shall not fund any public infrastructure capacity expansion if such funding and such expansion would have the effect of directly subsidizing a private development.

**Policy CIP 1.6.2**

Notwithstanding Policy 1.6.1 above, the City may fund infrastructure capacity expansion to achieve:

1. adopted level-of-service standards for facilities which serve the current and projected population;
2. recreational and natural resource enhancement;
3. any development directly supporting the Convention Center;
4. amelioration of parking or mass transit deficiencies;
5. the provision of desirable parking or mass transit facilities and services; and/or
6. redevelopment in redevelopment areas established in accordance with state statute.

~~Expenditures pursuant to 3, 4, 5, and 6 preceding shall be limited to South Pointe Redevelopment Area and the Convention Center Village Redevelopment Area as shown on the Redevelopment Areas Map included with these goals, objectives and policies.~~

**Policy CIP 1.6.3**

The City will continue to expend funds as needed to maintain, repair, renew, replace or expand storm water drainage and pump system facilities ~~in the high hazard coastal areas~~.

**Policy CIP 1.6.4**

The City will continue to expend funds as needed to maintain, repair, renew, replace or expand recreational, beach access and water access facilities ~~in the high hazard coastal area~~.

**Policy CIP 1.6.5**

The City will continue to expend funds as needed to maintain, repair, renew, replace or expand facilities that protect the dune system or other environmental assets to support efforts of climate resiliency and natural habitat preservation.

**OBJECTIVE CIP 1.7: CONCURRENCY COMPLIANCE *(Relocated text from RLU 3.1.2)***

*Land Development Regulations pertaining to concurrency management shall be amended to reflect Ch. 163.3180, Florida Statutes and this policy*. No new development, *shall be issued unless the applicable Mobility Fees and public facilities necessitated by the project (in order to meet level of service standards specified in the Policies of the, Recreation, Public Schools and Infrastructure Elements, and the Water Supply Plan) will be in place concurrent with the impacts of the pursuant to the regulations established in the Land Development Regulations. The requirement that no development permit shall be issued unless applicable mobility fees are paid and public facilities necessitated by the project are in place concurrent with the impacts of development shall be effective immediately.* ~~except those for which a building permit was issued by the City prior to the effective date of the ordinance adopting the Miami Beach Comprehensive Plan, shall begin construction unless the public facilities needed to support the development are at the permitted level of service standards adopted in the Plan and land use decisions will be coordinated with available or projected fiscal resources with a CIP schedule.~~

**Policy CIP 1.7.1**

After adoption of the City's Comprehensive Plan, the City shall not issue a certificate of occupancy or use for any new development unless it is ~~the Planning Department~~ determineds that the needed public facilities are available at the time of issuance, or a legally binding commitment to construct the facilities exists at the time of issuance and it can be demonstrated that construction of the public facilities is both technically and fiscally feasible for the committed party or parties.

**Policy CIP 1.7.2**

Phasing of a development or phasing the implementation of the needed public facilities shall be permitted to satisfy the requirement that the needed public facilities be available concurrent with the effects of the development.

**Policy CIP 1.7.3**

Developments for which building permits were issued prior to adoption of this Comprehensive Plan shall be allowed to begin construction without regard to level of service standards established in this capital improvements element, except that if a public hazard would be created, construction of the development shall be prohibited until measures to prevent the public hazard are implemented.

Provided, however, that should any permit expire and not be renewable, issuance of a new permit for the development shall be subject to the requirements of a new application.

**Policy CIP 1.7.4 *(Relocated text from RLU Element)***

*Public facility capacity availability shall be determined by the Concurrency Management User's Procedural Guide (a supplement to the Land Development Code), which contains the formulas for calculating compliance with the level of service. The capacity of new facilities may be counted only if one or more of the following can be demonstrated:*

*(A) For water, sewer, solid waste and drainage:*

*(1) Prior to approval of a building permit or its functional equivalent, the City shall consult with the applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the local government of a certificate of occupancy or its functional equivalent.*

*(2) The necessary facilities are in place and available at the time a certificate of occupancy is issued, or*

*(3) The new facilities are guaranteed in an enforceable development agreement to be in place when the impacts of development occur. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes, or an agreement or development order pursuant to Chapter 380, Florida Statutes (the Development of Regional Impact authorization).*

*In the case of water, sewers, solid waste and recreation, the formulas must reflect the latest population vis a vis flows or park acreage.*

*Design capacity shall be determined as follows:*

*Sewage: the capacity of the County sewage treatment system.*

*Water: the capacity of the County water treatment and storage system.*

*Solid waste: the capacity of the County disposal system.*

*Drainage: The on-site detention capability and/or storm sewer capacity.*

*(B) For recreation:*

*(1) Parks and recreation facilities to serve new development shall be in place or under actual construction no later than 1 year after issuance of a certificate of occupancy or its functional equivalent.*

*(2) The new facilities are the subject of a binding executed contract for the construction of facilities to be completed within one year of the time the certificate of occupancy is issued, or*

*(3) A development agreement as outlined in (A) (3) above but requiring construction to begin within one year of certificate of occupancy issuance.*

*Recreation: Measurement shall be based on recreation data in the Comprehensive Plan plus the latest City population estimate with any necessary interpretation provided by the City manager or designee thereof.*

**Policy CIP 1.7.5 *(Relocated text from RLU 3.1.2)***

*The manager or designee thereof shall be responsible for monitoring facility capacities and development activity to ensure that the concurrency management system data base is kept current, i.e., includes all existing and committed development. This data base shall be used to systematically update the formulas used to assess projects. An annual report shall be prepared.*

**Policy CIP 1.7.6 *(Relocated text from RLU 3.1.2)***

*Any development permit application which includes a specific plan for development, including densities and intensities, shall require a concurrency review per Part III, Chapter 33G of the Miami-Dade County Code of Ordinances. Compliance will be finally calculated and capacity reserved at time of final action of building permit, certificate of occupancy, business tax receipt, or similar permit, whichever comes first. Phasing of development is authorized. Applications for development permits shall be chronologically logged upon approval to determine rights to available capacity. A capacity reservation shall be valid for a time to be specified in the land development code; if construction is not initiated during this period, the reservation shall be terminated.*

**Policy 1.7.7 *(Relocated text from RLU 3.1.2)***

*The City manager (or designee thereof) shall be responsible for concurrency management. The land development code shall specify administrative procedures, including an appeals mechanism, exemptions, plan modifications, burden of proof, etc.*

**Policy 1.7.8 *(Relocated text from RLU 3.1.2)***

*The Land Development Regulations will contain the formulas for calculating compliance plus tables which provide generation rates for water use, sewer use, solid waste and traffic, by land use category. Alternative methods acceptable to the Director may also be used by the applicant for levels of service subject to concurrency requirements.*

**OBJECTIVE CIP 1.8: FUTURE DEVELOPMENTS**

Capital improvements will be provided to accommodate future developments and to replace worn out or obsolete facilities, as indicated in the City's annually updated five-year Capital Improvement Program.

**Policy CIP 1.8.1**

The City shall as a matter of priority, schedule and fund all capital improvement projects in the Five Year Schedule of Improvements which are designed to correct anticipated deficiencies.

**OBJECTIVE CIP 1.9: PROVISION FOR NEEDED IMPROVEMENTS**

The City shall require ~~and provide~~ the provision of needed improvements identified in other elements of the Comprehensive Plan and shall manage the land development process (see ~~Future~~ Resilient Land Use and Development and Infrastructure elements) such that the previous and future developments do not exceed the City's ability to fund and provide the corresponding public facilities necessary to accommodate the development.

**Policy CIP 1.9.1**

Development and redevelopment projects shall be consistent with public facilities necessary to meet service standards and remain within the proposed municipal budget.

**Policy CIP 1.9.2**

Recommendations described in the ~~Future~~ Resilient Land Use and Development Element are incorporated by reference and shall be implemented as part of the Capital Improvement Element.

**OBJECTIVE CIP 1.10[i] - COORDINATION WITH PUBLIC SCHOOLS**

The City shall coordinate new residential development with the future availability of public school facilities[2] consistent with the adopted level of service standards for public school concurrency, by reviewing residential development orders for their impact on level of service standards, and to ensure the inclusion of those projects necessary to address existing deficiencies in the 5-year schedule of capital improvements in the Miami-Dade County Public School Facilities Work Program.

Those capital improvements for educational facilities, as listed in the Miami-Dade County Public Schools Facilities Work Program dated September 2007 and adopted by the Miami-Dade School Board are incorporated by reference into the CIE.

**Policy CIP 1.10.1**

The Miami-Dade County Public Schools and the City have the responsibility for providing school concurrency related capital improvements and should continually seek to expand the funding sources available to meet those requirements.

**Policy CIP 1.10.2**

Capital improvements associated with the construction of educational facilities are the responsibility of the Miami-Dade County Public Schools. To address financial feasibility associated with school concurrency, those necessary capital improvements for educational facilities, as listed in the Miami-Dade County Public School Facilities Work Program, dated September 6, 2007 and adopted by the Miami-Dade School Board, are incorporated by reference into the CIE.

**Policy CIP 1.10.3**

The Miami Dade County Public Schools shall coordinate with the City at the planning stage to determine whether the new construction or renovation of existing educational facilities meet the

[2] Level of Service standards for public school facilities apply to those traditional educational facilities, owned and operated by the Miami-Dade County Public Schools, that are required to serve the residential development within their established Concurrency Service Area. Levels of Service standards do not apply to charter schools. However, the capacity of both charter and magnet schools will be credited against the impact of development. No credit against the impact of development shall be given for either magnet or charter schools if their enrollment is at, or above, 100% FISH capacity.

adopted Level of Service Standard adopted in the Infrastructure Element of the City's Comprehensive Plan and distribute a fair share cost of infrastructure improvements necessary to meet the adopted Level of Service.

**Policy CIP 1.10.4**

The Miami-Dade County Public Schools Facilities Work Program will be evaluated on an annual basis to ensure that the level of service standards will continue to be achieved and maintained throughout the planning period.

**Policy CIP 1.10.5**

Beginning January 1, 2008, the adopted level of service (LOS) standard for all Miami-Dade County public school facilities is 100% utilization of Florida Inventory of School Houses (FISH) Capacity (With Relocatable Classrooms). This LOS standard shall be applicable in each public school concurrency service area (CSA), defined as the public school attendance boundary established by the Miami-Dade County Public Schools.
The adopted LOS standard for Magnet Schools is 100% of FISH (with Relocatable Classrooms), which shall be calculated on a districtwide basis.

**Policy CIP 1.10.6**

The City in coordination with the Miami-Dade County Public Schools shall by ordinance, include proportionate share mitigation methodologies and options for public school facilities in its measuring program and Interlocal Agreement for Public Facility Planning between Miami-Dade County Public Schools, Miami-Dade County and the Cities in Miami-Dade County, consistent with the requirements of Chapter 163, Florida Statutes. The intent of these options is to provide for the mitigation of residential development impacts on public school facilities through mechanisms that might include, but are not limited to, one or more of the following: contribution of land; the construction, expansion, or payment for land acquisition or construction of a permanent public school facility; or, the creation of a mitigation bank based on the construction of a permanent public school facility in exchange for the right to sell capacity credits.

**Policy CIP 1.10.7**

Miami-Dade County Public Schools shall coordinate with the City to annually update its Facilities Work Program to include existing and anticipated facilities for both the 5-year and long-term planning periods, and to ensure that the adopted level of service standard, including interim standards, will continue to be achieved and maintained. The City, through its annual update to the Capital Improvements Schedule, will incorporate by reference the latest adopted Miami-Dade County Public Schools Facilities Work Program and concurrency maps.

[i] ~~*Objective 10 included in CIP as part of the Public Schools Facilities Element by Ordinance #2008-3596 on February 13, 2008.*~~

CONSERVATION/COASTAL ZONE MANAGEMENT

## GOAL:

**Provide public improvements and restrict development activities that would damage or destroy coastal resources, protect human life and limit public expenditures in areas subject to destruction by natural disasters in a manner maintaining or improving the marine and terrestrial animal habitats, vegetation, land, air, water, and the visual, aesthetic quality of Miami Beach for present and projected, future populations.**

### OBJECTIVE 1: BEACH AND DUNES

Use established standards so that there are zero new man-made structures which adversely impact beach or dune system; also restore altered beaches or dunes by implementing the following policies.

**Policy 1.1**

Continue cooperative program with Miami Dade County, State of Florida, and the U.S. Army Corps of Engineers for beach re-nourishment. Where beach restoration or re-nourishment is necessary, the project should be designed and managed to minimize damage to the offshore benthic resources, terrestrial and marine animal habitats and dune vegetation.

**Policy 1.2**

The city shall maintain a dune management plan to stabilize the dune system by planting appropriate dune vegetation; to grade and contour the dunes; and to reduce pedestrian impacts by providing on-grade footpaths where feasible. All subsequent activities on or bordering the restored beach shall be compatible with long-term beach management and maintenance; the city will continue to cooperate with the state and county.

**Policy 1.3**

The City shall not issue permits (when it has jurisdiction) for borrow areas for beach restoration or re-nourishment projects to be located in areas that directly affect offshore reefs or grass flats.

**~~Policy 1.4~~**

~~Discourage non-water oriented activities and developments from encroaching on beach front parks, new beach areas and dunes by continuing to designate the beach as a Conservation-Protected Area on the Future Land Use Map.~~

**~~Policy 1.5~~**

~~The City shall apply for State and Federal grants to include shoreline features such as pedestrian walkways which are designed to minimally impact beach or dune systems on public property; ensure the public access requirements of the Coastal Zone Management Act, as amended, and continue to provide development regulations and incentives for such features on private property in the Land Development Regulations of the City Code.~~

**~~Policy 1.6~~**

~~The use of causeways, road rights-of-way, canal easements,~~ and the Baywalk at ~~shorelines shall continue to be expanded to provide public access for water-dependent and water-related activities and to protect public access to beaches re-nourished with public funds.~~

**~~Policy 1.7~~**

~~Coordinate with local, state, and federal agencies regarding mandates for no further dredging or filling that may result in the destruction of grass/algal flats, hard bottom or other benthic communities shall be permitted in any waters within the City limits of Miami Beach.~~

**~~Policy 1.8~~**

~~Water conserving irrigation and other landscape practices such as xeriscape shall be incorporated into the Design Review Board guidelines where public water is used to water lawns, golf courses and landscaped green spaces.~~

**~~OBJECTIVE 2: NATURAL RESOURCE PROTECTION~~**

~~In coordination with local, state, and federal agencies, post and maintain signs relative to environmental protection and awareness and otherwise protect the conservation of, and provide for the appropriate use of the natural functions of existing soils, fisheries, wildlife and their habitats, bays and waterways which flow into estuarine waters, floodplains, beaches and shores, marine habitats, air quality, water resources, and scenic beauty by adopting the following measurable policies.~~

**~~Policy 2.1~~**

~~Continue to enforce the City Code which prohibits the deposit of solid waste or industrial waste including spent oils, gasoline by-products or greases accumulated at garages, grease traps, filling stations and similar establishments that create a health or environmental hazard upon any vacant, occupied or unoccupied premises, parkway or park, and in any canal, waterway, bay or the ocean within the City.~~

**~~Policy 2.2~~**

~~All development activities that adversely affect habitat that may be critical to endangered, threatened or rare species, or species of special concern, including native vegetative communities, shall be prohibited by the City through the development review process as may be prescribed in the Land Development Regulations of the City Code.~~

**~~Policy 2.3~~**

~~In conformance with the City Charter establishing the City as a bird sanctuary, it is prohibited for any person to injure, kill, hunt, destroy, capture or molest any endangered, threatened, rare, or species of special concern or any bird in the City of Miami Beach; except those persons holding a valid permit to destroy birds for scientific purposes issued by the U.S. Fish and Wildlife Service, Department of the Interior and issued a special permit by the Chief of Police.~~

**~~Policy 2.4~~**

~~Maintain the area known as "Pelican Island" as a special bird sanctuary.~~

**~~Policy 2.5~~**

~~In coordination with local, state, and federal agencies, continue to post and maintain Manatee Protection Area signage throughout the waterways of the City and increase enforcement of safe boating requirements through the City Marine Patrol.~~

**~~Policy 2.6~~**

~~Continue to designate the beach front along the Atlantic Ocean as a Conservation-Protection Area on the Future Land Use Map.~~

**~~Policy 2.7~~**

~~Living seawalls and hybrid seawalls should be used in areas where such specifications are applicable and will further enhance the natural shoreline processes to prevent erosion, increase habitat, and improve water quality through sediment trapping and nutrient reductions.~~

**~~Policy 2.8~~**

~~Preserve and improve the environmental quality of Biscayne Bay by continuing to (1) have a City of Miami Beach representative on the Biscayne Bay Shoreline Development Review Committee, (2) provide staff to the Committee through an interlocal agreement and (3) have all appropriate bayfront projects reviewed by the Committee.~~

**~~Policy 2.9~~**

~~Continue to require all new shoreline development involving marine habitats to be reviewed by the City's Environment & Sustainability Department and the~~ Miami ~~Dade County Environmental Resources Management Department.~~

**~~Policy 2.10~~**

~~Continue to improve the region's ambient air quality through increased cooperation with Miami-Dade County to provide improved mass transportation. Prioritize the improvement of the City's ambient air quality through cooperation efforts with the County. Improve mass transportation connectivity between the City of Miami and the City of Miami Beach.~~

**~~Policy 2.11~~**

~~The City Building Inspector shall continue to have the authority to require removal of asbestos to prevent threat to human health.~~

**~~Policy 2.12~~**

~~Salt tolerant landscaping and highly water-absorbent, native of Florida friendly plants shall continue to be given preference over other planting materials in the plant materials list used in the administration of the landscape~~ **section** ~~of the Land Development Regulations and the design review process.~~

**~~Policy 2.13~~**

~~Administration of the City's landscape section of the Land Development Regulations shall prohibit the propagation and planting of the following plants; it shall also require that eradication of these species be carried out on all sites of new and redevelopment projects:~~

| | | |
|---|---|---|
| ~~Malaleuca~~ | ~~Brazilian Pepper~~ | ~~Australian Pine~~ |
| ~~Ear Leaf Arcadia~~ | ~~Woman's Tongue~~ | ~~Bishop Wood~~ |
| ~~Shoebotton Ardisia~~ | ~~Day Blooming Jasmine~~ | ~~Colubrina~~ |
| ~~Aerial Potato~~ | ~~Eucalyptus~~ | ~~Lead Treet~~ |
| ~~Castor Bean~~ | ~~Scaevola (*Scaevola taccada)*~~ | |

**~~Policy 2.14~~**

~~Complete a new Citywide Comprehensive Stormwater Management Master Plan to supersede the existing Comprehensive Stormwater Management Program Master Plan no later than January 2011. Complete the plan in accordance with interlocal agreement between co-permittees named in National Pollutant Discharge Elimination System Permit No. FLS000003 and Miami-Dade County that was approved by city Resolution 2005-25925, which is hereby incorporated by reference.~~

**~~Policy 2.15~~**

~~Continue to implement the City's Comprehensive Storm Water Management Program Master Plan through appropriate capital investments and management techniques as recommended therein at least to the extent required by law. Initiate appropriate steps to ensure continued adequate financing for necessary improvements. Such steps may include establishing special assessments, bonding and/or other measures~~

**~~Policy 2.16~~**

~~The City will coordinate with the Miami-Dade County and the Florida Department of Environmental Protection in the monitoring of coastal waters.~~

**~~Policy 2.17~~**

~~All new wet and dry slip marina facilities, and existing facilities with more than 50 wet or dry slips that provide fueling facilities, shall be equipped with dockside pumpout facilities. The City shall coordinate with Miami-Dade County to ensure that that these facilities are inspected by the appropriate agency and monitored annually to comply with Best~~

~~Management Practices for marine facilities and other pertinent provisions of Chapter 24 of the Miami-Dade County Code.~~

**~~Policy 2.18~~**

~~Stormwater management techniques to meet the drainage level-of-service standards of this plan shall be required for all new development and shall be incorporated in the City's concurrency requirements of the Land Development Regulations.~~

**~~Policy 2.19~~**

~~Continue the City's program for beautification with an annual clean-up drive for the beaches and shorelines in conjunction with normal trash pick-up activities. Increase coordination with the County in regards to shoreline maintenance.~~

**~~Policy 2.20~~**

~~The City shall continue to monitor the emergency water conservation plan, consistent with the policies of the South Florida Water Management District.~~

**~~Policy 2.21~~**

~~The City shall continue the policy of ensuring the protection of natural areas and open space through acquisition of land for public use as funding is available.~~

~~Policy 2.22~~

~~The City shall continue to provide incentives for developers that follow greenhouse gas reduction guidelines for new and existing buildings. The City shall establish goals for comprehensive greenhouse gas emissions reduction.~~

~~Policy 2.23~~

~~The City shall develop innovative solutions to create an urban canopy, that is aesthetically pleasing, and reduces the intensity of the urban heat island effect.~~

**OBJECTIVE 3: WATER-DEPENDENT AND RELATED USES**

The amount of shoreline devoted to water-dependent and water-related uses shall be maintained or increased but with assurance that any such proposed new development will not create a negative environmental impact.

**Policy 3.1**

Those public access areas including street ends, municipal parking facilities and municipal parks along coastal waters will be or redesigned to provide greater public access to Biscayne Bay and the Atlantic Ocean beach area regardless of the land use designation of those areas.

**Policy 3.2**

To minimize impacts of man-made structures and activities on shoreline resources, no filling, spoiling or placement of structures in or over coastal waters shall be permitted in the City without proper local, state and federal agency approvals, and as specified in the Land Development Regulations *i.e.* action which will diminish water surface areas traditionally used by the general public for activities such as fishing, swimming and boating.

**Policy 3.3**

The City shall continue to construct and install signage along major thoroughfares to direct the public's attention to public shoreline parks and water-related facilities.

**Policy 3.4**

Proposed marina/water dependent facility siting shall be compatible with both county plans and surrounding land uses, and shall preserve or improve traditional public shoreline uses and public access to coastal waters. This shall be accomplished through the Conditional Use process as prescribed in the Land Development Regulations of the City Code.

**Policy 3.5**

Any proposed marina/water dependent facility shall be required to preserve or improve the quality of the coastal waters, water circulation, tidal flushing, light penetration, and provide a hurricane or contingency plan to the appropriate agency all in conformance with Miami-Dade County, State and Federal rules and regulations.

**Policy 3.6**

All proposed marinas shall be reviewed as Conditional Uses pursuant to the process prescribed in the Land Development Regulations of the City Code. In coordination with the County, State, and Federal agencies, the Planning Board shall not issue conditional use

~~approvals unless the applicant demonstrates the following: 1) land use compatibility; 2) availability of upland support services; 3) existing protective status/ownership; 4) hurricane contingency planning; 5) protection of water quality; 6) water depth; 7) environmental disruptions and mitigation actions; 8) availability for public use; and 9) economic need and feasibility.~~

**~~Policy 3.7~~**

~~Complete a new Citywide Comprehensive Stormwater Management Master Plan to supersede the existing Comprehensive Stormwater Management Program Master Plan no later than January 2011. Complete the plan in accordance with interlocal agreement between co-permittees named in National Pollutant Discharge Elimination System Permit No. FLS000003 and Miami-Dade County that was approved by city Resolution 2005-25925, which is hereby incorporated by reference.~~

**~~Policy 3.8~~**

~~Continue to implement the City's ongoing Comprehensive Storm Water Management Program Master Plan through appropriate capital investments and management techniques as recommended therein at least to the extent required by law.~~

**~~OBJECTIVE 4: HURRICANE EVACUATION~~**

~~The existing time period required to complete the evacuation of people from Miami Beach prior to the arrival of sustained gale force winds shall be maintained or lowered by 1995.~~

**~~Policy 4.1~~**

~~All future improvements to evacuation routes shall include remedies for flooding problems and the anticipated increase in the level of the water of Biscayne Bay, local waterways, and the Atlantic Ocean programming transportation improvements to increase the capacity of evacuation routes, eliminating congestion at critical links and intersections, implementation of a traffic plan on the MacArthur Causeway and other critical intersections, adjusting traffic signalization or use directional signage, and public information programs to expedite safe evacuation.~~

**~~Policy 4.2~~**

~~The Miami Beach Hurricane Handbook will be distributed to the general public with detailed emergency operation instructions and hurricane evacuation pick-up sites.~~

**~~Policy 4.3~~**

~~The City will continue to work with the Miami-Dade Public Works Department to rate all local bridges for structural and operational sufficiency. Local bridges with unsatisfactory sufficiency ratings shall continue to be programmed for improvements or replacement.~~

**~~Policy 4.4~~**

~~All trees susceptible to damage by gale force winds shall be removed from the right-of-way of evacuation routes and replaced with suitable, preferably native, species.~~

**~~Policy 4.5~~**

~~The City will coordinate with Miami-Dade Transit Agency and the Office of Emergency Management to ensure that adequate buses are available to safely evacuate neighborhoods with large concentrations of households without private transportation.~~

**~~Policy 4.6~~**

~~The City of Miami Beach Fire Department in coordination with Miami-Dade County Office of Emergency Management shall maintain and annually update the list of people with special needs, who may need assistance due to physical or medical limitations in the event of an evacuation order to ensure their safe mobilization.~~

~~**Policy 4.7**~~

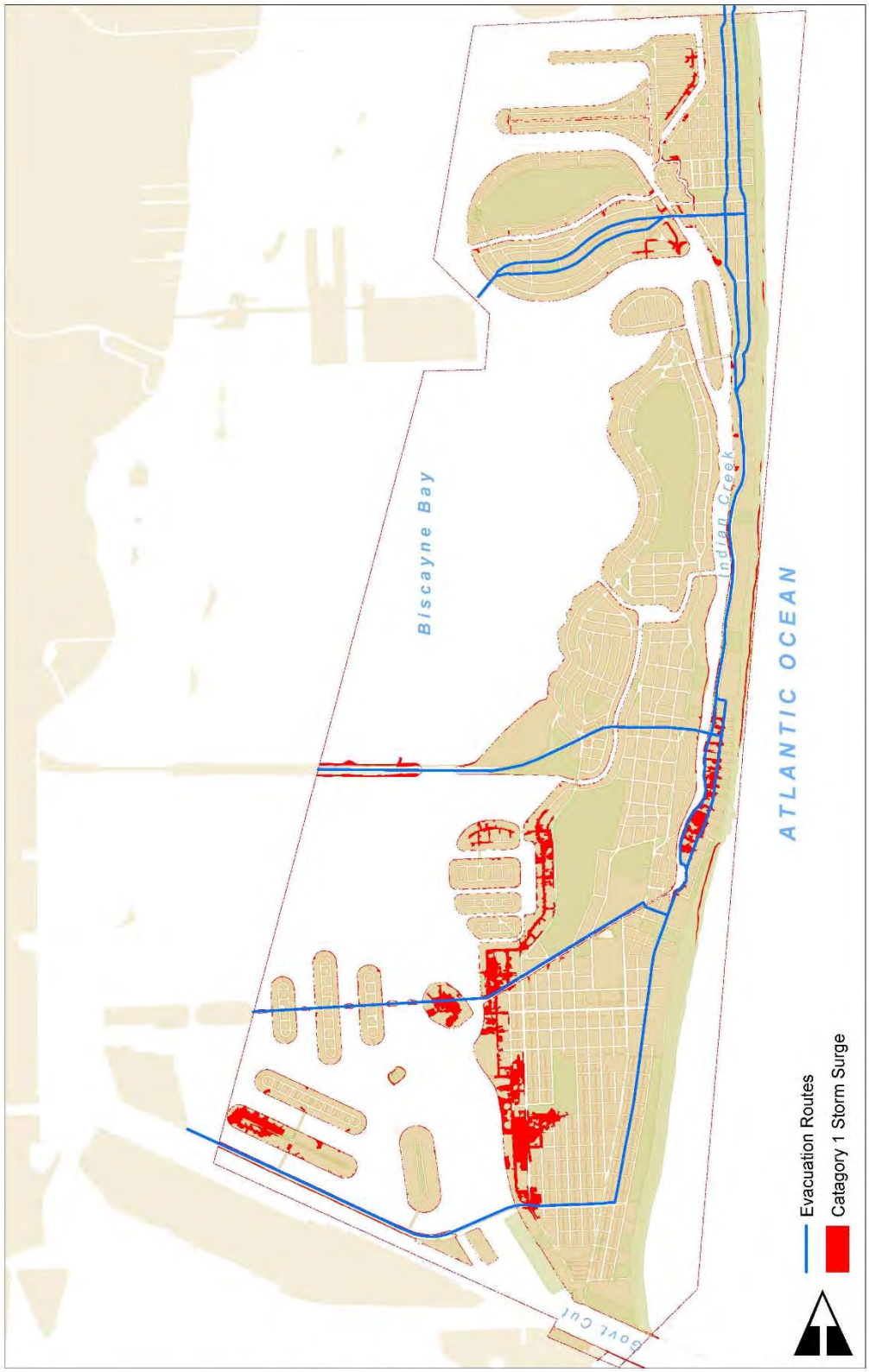
~~The City of Miami Beach Fire Department shall review and update the Miami Beach Hurricane Evacuation Plan on an ongoing basis and maintain or enhance the resources and capabilities of the plan to provide effective implementation of evacuation procedures to ensure that evacuation times are maintained or reduced.~~

~~**Policy 4.8**~~

~~Procedures for boat owners during hurricane operations shall continue to be updated in the Miami Beach Hurricane Handbook with instructions for safe harbor operations.~~

~~**Policy 4.9**~~

~~The LOS standards established in the Transportation Element shall be maintained in order to facilitate hurricane evacuation for those areas of the City that are classified as a Coastal High Hazard Area (CHHA). According to Section 163.3178(2) (h), F.S., the coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.~~




MIAMIBEACH

Coastal High Hazard Area

Category 1 Storm Surge and Evacuation Routes

**~~OBJECTIVE 5: POST-DISASTER REDEVELOPMENT PLAN~~**

~~During post-disaster recovery and redevelopment, the City of Miami Beach and Miami-Dade County shall implement their Comprehensive Emergency Management Plans (CEMP) and applicable Comprehensive Plan policies and assist hurricane damaged areas with recovery and hazard mitigation measures that reduce the potential for future loss of life and property.~~

**~~Policy 5.1~~**

~~Except as provided in Policy 5.2 below, the City shall not fund any public infrastructure capacity expansion if such funding and such expansion would have the effect of directly subsidizing a private development.~~

**~~Policy 5.2~~**

~~Notwithstanding Policy 5.1 above, the City may fund infrastructure capacity expansion to achieve: 1) adopted level-of-service standards for facilities which that serve the current and projected population; 2) recreational and natural resource enhancement; 3) any development directly supporting the Convention Center; 4) amelioration of parking or mass transit deficiencies; 5) the provision of desirable parking or mass transit facilities and services; and/or 6) redevelopment in redevelopment areas established in accordance with state statute. Expenditures pursuant to 3), 4), 5) and 6) preceding shall be limited to the Convention Center Village Redevelopment area as shown on the Future Land Use Map.~~

**~~Policy 5.3~~**

~~New private use facilities along the beach shall conform to the strict setback, open space and accessory use requirements of the Land Development Regulations of the City Code, as well as the requirements of the floodplain ordinance.~~

**~~Policy 5.4~~**

~~The City shall not issue any building permits for projects proposed east of the coastal construction control line until jurisdictional state and county agencies have issued a permit and/or approval as may be deemed appropriate by such agencies.~~

**~~Policy 5.5~~**

~~The adopted plan shall specify that during post-disaster redevelopment, the Building Department will distinguish between those actions needed to protect public health and safety with immediate repair/cleanup and long term repair activities and redevelopment areas. Removal or relocation of damaged infrastructure and unsafe structures shall be by the Miami Beach Public Works Department in accordance with local procedures and those agencies and practices specified in the Miami Beach and Miami-Dade County Comprehensive Emergency Management Operations Plans (CEMP).~~

**~~Policy 5.6~~**

~~During post-disaster recovery periods, after damaged areas and infrastructure requiring rehabilitation or redevelopment have been identified, appropriate City departments shall use the post-disaster redevelopment plan to reduce or eliminate the future exposure of life and property to hurricanes; incorporate recommendations of interagency hazard mitigation reports; analyze and recommend to the City Commission hazard mitigation options for damaged public facilities; and recommend amendments, if required, to the City's Comprehensive Plan.~~

**~~Policy 5.7~~**

~~Unsafe conditions and inappropriate uses identified in the post-disaster recovery phase will be eliminated as opportunities arise, in accordance to the requirements of the Land Development Regulations of the City Code. If rebuilt, structures with damage exceeding 50 percent of pre-storm market value shall be reconstructed to ensure compliance with the High Velocity Hurricane Zone portion of the Florida Building Code for structures located in the "V" Zone and the 100-year floodplain.~~

**~~OBJECTIVE 6: BAY WATER QUALITY~~**

~~Maintain or improve the environmental quality of the estuarine system (Biscayne Bay) in coordination with Miami-Dade County Department of Environmental Resource Management which monitors the water quality program.~~

**~~Policy 6.1~~**

~~The City shall not permit dredging and filling of Biscayne Bay, without approval from local, state, and federal authorities.~~

**~~Policy 6.2~~**

~~Minimize storm water runoff by implementing the storm sewer improvement projects as identified in the Comprehensive Stormwater Management Program Master Plan.~~

~~**OBJECTIVE 7: SHORELINE USES**~~

~~The City shall use the adopted Land Development Regulations criteria for prioritizing 100 percent of the shoreline uses for both public and private property.~~

~~**Policy 7.1**~~

~~The City shall not decrease the amount of municipally-owned shoreline available for public use except: 1) in cases where another governmental agency assumes ownership for recreational and water-dependent uses, 2) where municipal or other public acquisition is incomplete and there is no possibility for complete public acquisition of a usable portion of shoreline, or 3) in order to upgrade other public shoreline sites and facilities.~~

~~**Policy 7.2**~~

~~The City shall not permit future development or expansion of existing industrial uses on its shoreline, except on Terminal Island. Any expansion of this port facility will be carefully analyzed to determine any traffic, land use and environmental impacts~~

**~~OBJECTIVE 8: INFRASTRUCTURE CAPACITY EXPANSION~~**

~~Limit public infrastructure expenditures that subsidize development in the City-wide Coastal High Hazard Area except for restoration and enhancement of natural resources; the measure shall be no projects inconsistent with Policies 6.1 through 6.5 and 8.1 in the Capital Improvement Schedule and 8.2 below.~~

**~~Policy 8.1~~**

~~Except as provided in Policy 8.2 below and in Policies 6.1 through 6.5 and 8.1 of the Capital Improvements Element, the City shall not fund any public infrastructure capacity expansion if such funding and such expansion would have the effect of directly subsidizing a private development.~~

**~~Policy 8.2~~**

~~Notwithstanding Policy 8.1 above, the City may fund infrastructure capacity expansion to achieve: 1) adopted level-of-service standards for facilities which serve the current and projected population; 2) recreational and natural resource enhancement; 3) any development directly supporting the Convention Center; 4) amelioration of parking or mass transit deficiencies; 5) the provision of desirable parking or mass transit facilities and services; and/or 6) in support of redevelopment areas established in accordance with state statute. Expenditures pursuant to 3), 4), 5) and 6) preceding shall be limited to the Convention Center Village Redevelopment Area as shown on the Future Land Use Map.~~

**~~OBJECTIVE 9: DENSITY LIMITS~~**

~~Direct population concentrations away from city-wide coastal high hazard area by prohibiting residential density increases.~~

**~~Policy 9.1~~**

~~Continue to designate the V storm surge zone of the beach front as a Conservation-Protected area on the future Land Use Map.~~

**~~Policy 9.2~~**

~~The City shall approve no future land use plan map amendments that cumulatively increase residential densities. Furthermore, the City shall continue to evaluate ways to further modify the Future Land Use Map to reduce densities and intensities.~~

**~~Policy 9.3~~**

~~The City shall use the zoning administration process to (1) achieve uses compatible with the City's twin goals of strong residential neighborhoods and the tourism/visitors economic base, and (2) hold the line on residential density.~~

**~~OBJECTIVE 10: PUBLIC SHORELINE ACCESS~~**

~~Increase the amount of public access to the beach or shoreline consistent with the estimated public need, during the access hours of sunrise to sunset. Enhance communication techniques to inform the public and tourists of beach closures that have occurred due to public health and safety advisories.~~

**~~Policy 10.1~~**

~~Continue to discourage non-water oriented activities and developments from encroaching on beach front parks, new beach areas and dunes by designating the beach as a Conservation Protected Area on the Future Land Use Map.~~

**~~Policy 10.2~~**

~~The City shall (1) apply for State and Federal grants to include shoreline features such as pedestrian walkways which are designed to minimally impact beach or dune systems on public property, and (2) ensure the public access requirements of the Beach and Shore Preservation Act and the Coastal Zone Protection Act of 1985.~~

**~~Policy 10.3~~**

~~To minimize impacts of man-made structures and activities on shoreline resources, through the permitting process, continue coordinate with DERM to prohibit filling, spoiling or placement of structures in or over coastal waters which will diminish water surface areas traditionally used by the general public for activities such as fishing, swimming and boating.~~

**~~Policy 10.4~~**

~~The City shall facilitate the construction of at least one additional public parking facility to enhance beach and beach front uses thereby easing the pressure on residential on-street parking. However, no parking garage shall be constructed directly on either the east or west side of any public right-of-way that lies adjacent to public beachfront.~~

**~~OBJECTIVE 11: HISTORIC USES~~**

~~The City shall use its adopted land development code to protect historic resources. Historic resources shall be protected to the maximum extent consistent with constitutional property rights and any specific goals, objectives and policies of this comprehensive Plan which may be inconsistent therewith.~~

**~~Policy 11.1~~**

~~Areas designated as historic shall limit development as follows:~~

~~a. Residential rehabilitation shall conform to adopted design standards;~~

~~b. Recreational development must be compatible with the surrounding environment and shall be subject to performance standards adopted in the land development regulations;~~

~~c. the clearing of trees, shall be prohibited, unless specifically permitted by the City of Miami Beach's Urban Forestry Division;~~

~~d. All applications for development approval shall be subject to site plan and Certificate of Appropriateness Criteria (including but not limited to the Secretary of Interior standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, as may be amended from time to time), Certificate of Appropriateness for Demolition Criteria, as prescribed in the Land Development Regulations of the City Code;~~

~~e. Demolition of historic buildings shall be limited by the requirements to of the City's historic preservation ordinance.~~

**~~Policy 11.2~~**

~~Within areas designated on the Future Land Use Map as conservation, no new development, or expansion or replacement of existing development shall be permitted except re-vegetation and construction of a beachfront promenade.~~

**~~Policy 11.3~~**

~~Historic resources shall be protected through designation as historic sites or districts by the City with technical assistance from the State.~~

**~~Policy 11.4~~**

~~The City shall continue to compile a list of designated historic resources which shall be submitted to U.S. Department of Interior for inclusion on the National Register of Historic Places.~~

~~**Policy 11.5**~~

~~Miami Beach shall continue, with the assistance of preservationists, to identify significant historic resources which are in need of protection through local historic districts.~~

~~**Policy 11.6**~~

~~The City shall continue to use the Land Development Regulations of the City Code so that adaptive reuse of historic structures shall be given priority over activities that would harm or destroy the historic value of such resources.~~

**~~OBJECTIVE 12: CONCURRENCY~~**

~~The City shall use its established levels of service, areas of service, and phasing of infrastructure in the coastal area (entire City) as identified in the Future Land Use, Capital Improvements, Recreation and Open Space, Transportation, Public School Facilities and Infrastructure Elements of the Comprehensive Plan.~~

**~~Policy 12.1~~**

~~Land Use Element Policy 6.2 is incorporated as Conservation/Coastal Zone Management Policy 12.1.~~

**~~Policy 12.2~~**

~~The City's adopted Schedule of Improvements in the Capital Improvements Element shall ensure that infrastructure will be phased to coincide with the demands generated by development or redevelopment.~~

**~~OBJECTIVE 13: WATER SUPPLY FACILITIES WORK PLAN~~**

~~Implementation of the 10-year Water Supply Facilities Work Plan will ensure that adequate water supplies and public facilities are available to serve the water supply demands of the City's population.~~

**~~Policy 13.1~~**

~~If in the future there are issues associated with water supply, conservation or reuse the City will immediately contact WASD to address the corresponding issue(s). In addition, the City will follow adopted communication protocols with WASD to communicate and/or prepare an appropriate action plan to address any relevant issue associated with water supply, conservation or reuse.~~

**~~Policy 13.2~~**

~~The City will require the use of High Efficiency Toilets; High Efficiency Showerheads; High Efficiency Faucets; High Efficiency Clothes Washers; and Dishwashers that are Energy Star rated and Water Sense certified in all new and redeveloped residential projects.~~

**~~Policy 13.3~~**:

~~The City should educate the development community on the benefits of sub-metering for multi-family residential retrofit projects which will include: separate water meters and monthly records kept of all major water-using functions such as cooling towers and individual units. The City will explore starting a pilot incentive program as a means of encouraging developers that retrofit units to install separate meters and high efficiency appliances. The City will require new multi-family residential developments to install separate water meters for each unit.~~

**~~Policy 13.4:~~**

~~The City will educate the development community on the water saving benefits of the use of Florida Friendly Landscapes guidelines and principles; gutter downspouts, roof runoff, and rain harvesting through the use of rain barrels and directing runoff to landscaped areas; drip irrigation or micro-sprinklers; and the use of porous surface materials (bricks, gravel, turf block, mulch, pervious concrete, etc) on walkways, driveways and patios.~~

**~~Policy 13.5~~**

~~The City will participate, when warranted, in the SFWMD's Water Savings Incentive Program (WaterSIP) for large-scale retrofits as recommended by the Lower East Coast Water Supply Plan.~~

**~~Policy 13.6:~~**

The City will continue to enforce the landscape watering restrictions mandated by the South Florida Water Management District. The City will continue to use code enforcement measures such as issuing warning and fines to enforce the water restrictions.

**Policy 13.7:**

The City will continue to coordinate with Miami-Dade Water and Sewer Department related to leak detection and repair of water lines throughout the City.

**Special Notes**

1. There are no fresh water bodies of water (rivers, lakes, springs) within the barrier islands of the City. No freshwater naturally dilutes the saltwater of Biscayne Bay within the City's limits.

2. There are no historic structures within the V storm surge zone.

3. There are no airports or harbors within the city; see the Transportation element for policies relative to the port.

4. There are no native vegetative cover communities (forests, mangroves, hammocks) remaining within the city.

5. There are no wetlands or marshes within the City.

6. There are no mineral extraction sites within the City.

7. There are no water recharge areas, cones of influence, or waterwells within the City.

8. There are no agricultural areas within the City.

9. As defined by 9J-5.003 there are no remaining vegetative communities in Miami Beach. (See Soils Map.)

10. No spoil creation or disposal is contemplated.

**~~OBJECTIVE 14: ADAPTATION ACTION AREA (AAA)~~**

~~Increase the City's resiliency to the impacts of climate change and rising sea levels by developing and implementing adaptation strategies and measures in order to protect human life, natural systems and resources and adapt public infrastructure, services, and public and private property.~~

**~~Policy 14.1:~~**

~~Based on evolving rising seas data and associated vulnerabilities, to allow for flexible adjustments, preserve future strategic adaptation implementation options to maintain maximum resiliency in response to new risks and vulnerabilities. The City will take advantage of new emerging data and technological opportunities. The City's basis for measuring sea level rise shall be as per the Southeast Florida Regional Climate Action Plan, as may be revised from time-to-time by the Southeast Florida Regional Climate Change Compact.~~

**~~Policy 14.2:~~**

~~The City will identify public investments and infrastructure at risk to sea level rise and other climate related impacts. The City will assess the vulnerability to public facilities and services, including but not limited to water and wastewater facilities, stormwater systems, roads, bridges, governmental buildings, hospitals, transit infrastructure and other assets.~~

~~Evaluation Measure: Collaborating with regional partners, City shall identify public investments, infrastructure and assets at risk from rising sea levels by 2018. Thereafter, this assessment will be performed every five (5) years.~~

**~~Policy 14.3:~~**

~~As per Section 163.3164(1) and Section 163.3177(6)(g)(10), Florida Statutes, an Adaptation Action Area (AAA) is an optional designation within the coastal management element of a local government's comprehensive plan which identifies one or more areas that experience coastal flooding due to extreme high tides and storm surge, and that are vulnerable to the related impacts of rising sea levels for the purpose of prioritizing funding for infrastructure and adaptation planning.~~

~~The entire City is hereby designated an AAA, as all areas meet considerations for AAA designation, which include the following:~~

- ~~a. Areas which experience tidal flooding, storm surge, or both;~~
- ~~b. Areas which have an hydrological connection to coastal waters;~~
- ~~c. Locations which are within areas designated as evacuation zones for storm surge; and~~
- ~~d. Other areas impacted by stormwater/flood control issues.~~

**Policy 14.4:**

The City will develop and implement adaptation strategies for areas vulnerable to coastal flooding, tidal events, storm surge, flash floods, stormwater runoff, salt water intrusion and other impacts related to climate change or exacerbated by sea level rise, with the intent to increase the community's comprehensive adaptability and resiliency capacities.

The City will include areas, which experience tidal flooding, storm surge, or both as the first priority for the development and implementation of adaption strategies. Other areas will be included as the second priority for the development and implementation of adaptation strategies.

**Policy 14.5:**

Adaptation strategies may apply to the following:

a. Public infrastructure planning, siting, construction, replacement, operation and maintenance;
b. Emergency management;
c. Stormwater management;
d. Land development regulations;
e. Building codes;
f. Comprehensive planning; and
g. Other functions.

**Policy 14.6:**

AAAs adaptation strategy options include:

a. Protection: Strategies that involve "hard" and "soft" structurally defensive measures to mitigate impacts of rising seas in order to decrease vulnerability while allowing structures and infrastructure to remain unaltered. Two examples are shoreline armoring and beach renourishment. Protection strategies may be targeted for areas of a community that are location-dependent and cannot be significantly altered or relocated, such as areas of historical significance, or water-dependent uses.

b. Accommodation: Strategies that do not act as a barrier, but rather alter the design through measures such as elevation or stormwater improvements, to allow the structure of infrastructure system to stay intact. Rather than preventing flooding or inundation, these strategies aim to reduce potential risks.

c. Management Strategies: Strategies that involve the actual removal of existing development, their possible relocation to other areas, and/or prevention of further development in high-risk areas.

d. Avoidance: Strategies that involve ensuring development does not take place in areas subject to coastal hazards associated with sea level rise or where the risk is low at present but will increase over time.

e. Other options.

**~~Policy 14.7:~~**

~~The City shall pursue funding sources for the implementation of AAA associated adaptation strategies including the following:~~

~~a. Federal and State grants and technical expertise assistance (in-kind)~~
~~b. Local Stormwater Utility Fees and CIP (Capital Improvement Plan) prioritization~~
~~c. Public/Private Partnerships~~
~~d. Other sources~~

**~~Policy 14.8:~~**

~~The City shall integrate AAAs into existing and future City processes and city-wide plans and documents which may include:~~

~~a. Strategic Plan;~~
~~b. Sustainability Plan;~~
~~c. Resiliency Plan;~~
~~d. Stormwater Master Plan;~~
~~e. Emergency Management Plan;~~
~~f. Land Development Regulations;~~
~~g. Capital Improvement Plan;~~
~~h. Local Mitigation Strategy; and~~
~~i. Agreements with Public or Private Utility and Infrastructure Providers;~~
~~j. Agreements with Public Health Providers;~~
~~k. Interlocal Agreements with Other Government Agencies; and~~
~~l. Other processes, plans and documents.~~

**~~Policy 14.9:~~**

~~The City shall align and be consistent with, to the extent possible, relevant and current national, state, and regional adaptation strategy documents such as the Miami-Dade County GreenPrint, Southeast Florida Regional Climate Action Plan, and The President's Climate Action Plan as well as other regional strategic plans, disaster mitigation plans, water management plans, transportation/transit plans, and climate change plans.~~

**~~Policy 14.10:~~**

~~The City shall participate in, when appropriate, coordinated governmental, non-governmental and other appropriate agencies' proposed application requests for funding adaptation implementation projects.~~

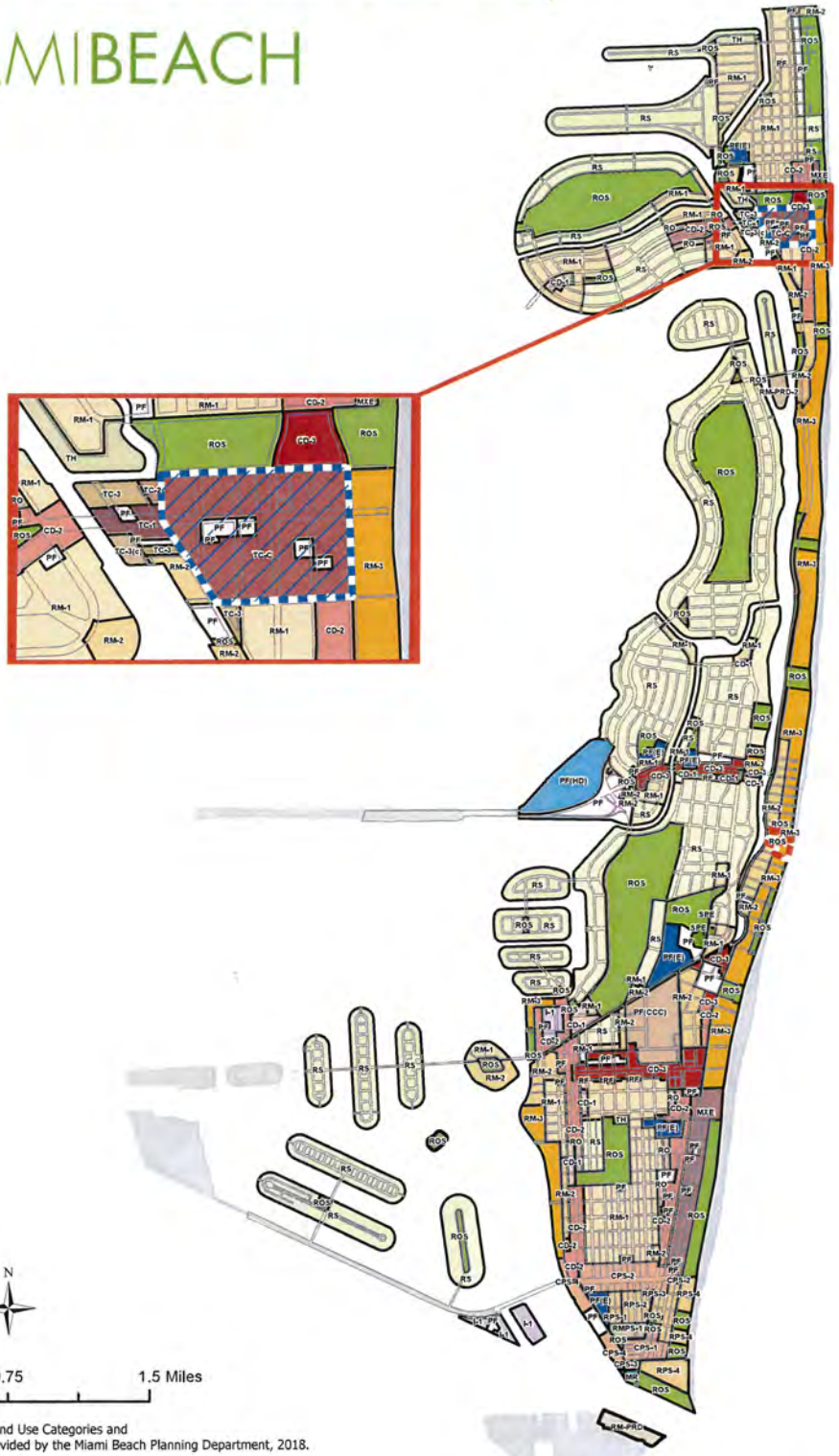
**~~Policy 14.11:~~**

~~The City shall collaborate and coordinate with appropriate local, regional, state, and national governmental agencies, to the extent possible, toward the implementation of AAA adaptation strategies and to identify risks, vulnerabilities and opportunities associated with coastal hazards and the impacts from sea level rise.~~

# Miami Beach
# Comprehensive Plan
# Map Series

# 2040 Future Land Use Map

## MIAMIBEACH



N

0 0.75 1.5 Miles

Data Sources: Future Land Use Categories and
Overlay District data provided by the Miami Beach Planning Department, 2018.

KCI TECHNOLOGIES

Legend

Overlay Districts
- Faena District Overlay
- North Beach Town Center Revitalization Overlay

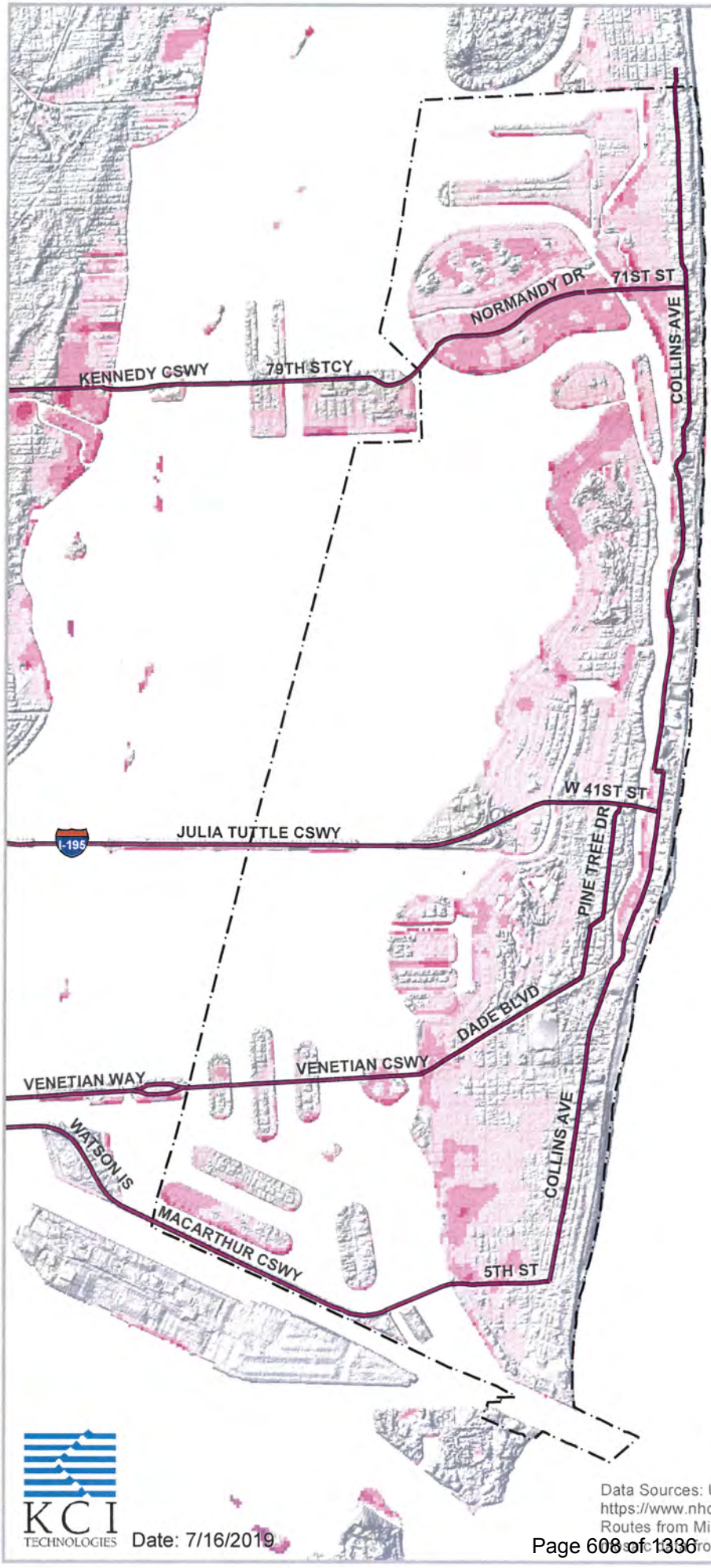
Future Land Use Categories
- RS Single family residential
- RM-1 Residential multifamily, low intensity
- RM-2 Residential multifamily, medium intensity
- RM-3 Residential multifamily, high intensity
- TH Townhome residential
- RO Residential office
- CD-1 Commercial, low intensity
- CD-2 Commercial, medium intensity
- CD-3 Commercial, high intensity
- MXE Mixed use entertainment
- ROS Recreation and open space
- I-1 Urban light industrial
- MR Marine recreational
- RM-PRD Multifamily, planned residential development district
- RM-PRD-2 Multifamily, planned residential development district
- RPS-1 Residential performance standard, medium-low density
- RPS-2 Residential performance standard, medium density
- RPS-3 Residential performance standard, medium-high density
- RPS-4 Residential performance standard, high denisty
- CPS-1 Commercial performance standard, limited mixed use
- CPS-2 Commercial performance standard, general mixed use
- CPS-3 Commercial performance standard, intensive mixed use
- CPS-4 Commercial performance standard, intensive phased bayside
- RMPS-1 Residental mixed use performance standard
- SPE Special public facilites educational district
- PF Public facility, governmental
- Public facility, convention center
- PF(E) Public facility, educational
- PF(HD) Public facility, hospital
- TC-C North Beach Town Center central core
- TC-1 North Beach Town Center core
- TC-2 North Beach Town Center mixed use
- TC-3 North Beach Town Center residential/office
- TC-3(c) North Beach Town Center residential/office



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# Coastal High Hazard Areas (CHHA)

# MIAMIBEACH




**Legend**

- Miami Beach Category 1 Hurricane Evacuation Routes
- Municipal Boundary

**CHHA Inundation Ranges (Cat1)**

- 00 to 01 foot above ground
- 01 to 02 feet above ground
- 02 to 03 feet above ground
- 03 to 04 feet above ground

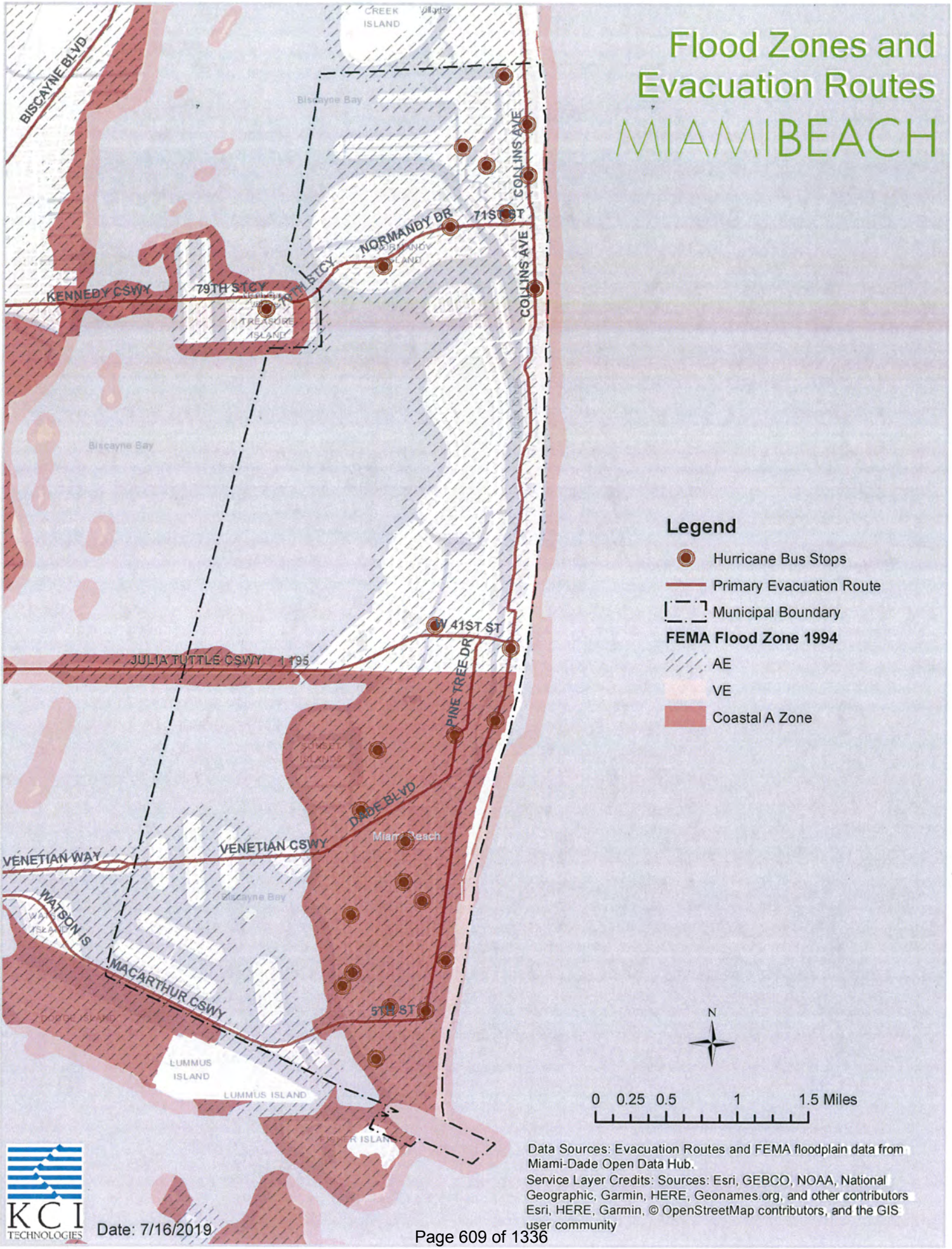
N

0 0.25 0.5 1 1.5 Miles

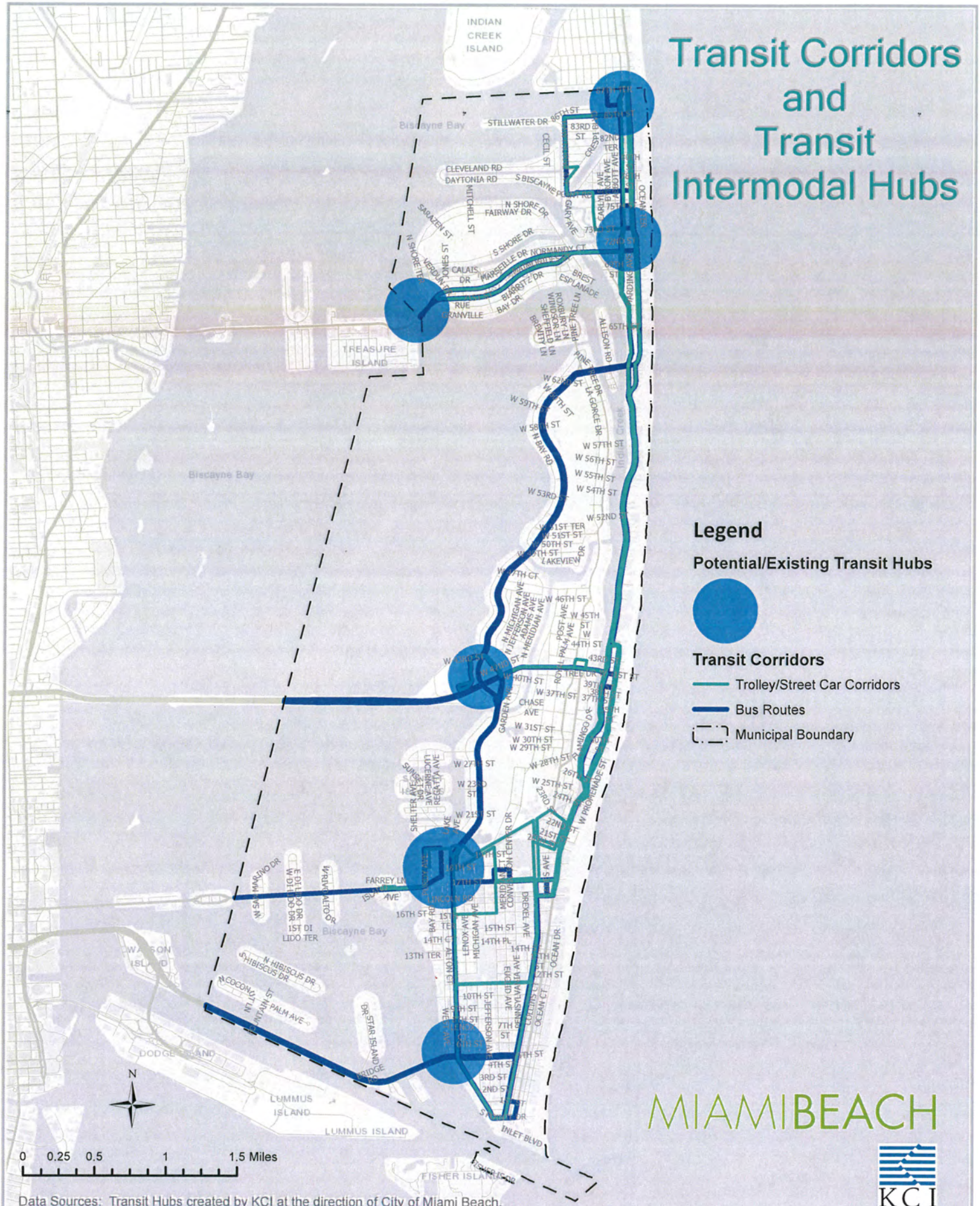
KCI TECHNOLOGIES

Date: 7/16/2019

Data Sources: US Category 1 MOM inundation high tide data from NOAA https://www.nhc.noaa.gov/nationalsurge/ downloaded on 5/31/2019; Evacuation Routes from Miami-Dade Open Data Hub. Digiatal Elevation Model [illegible] from University of Florida, 2013.


Flood Zones and Evacuation Routes
MIAMIBEACH
BISCAYNE BLVD
COLLINS AVE
NORMANDY DR
71ST ST
79TH ST CSWY
KENNEDY CSWY
TREASURE ISLAND
Biscayne Bay
41ST ST
JULIA TUTTLE CSWY
I 195
PINE TREE DR
DADE BLVD
Miami Beach
VENETIAN WAY
VENETIAN CSWY
WATSON IS
MACARTHUR CSWY
LUMMUS ISLAND
Legend
Hurricane Bus Stops
Primary Evacuation Route
Municipal Boundary
FEMA Flood Zone 1994
AE
VE
Coastal A Zone
N
0 0.25 0.5 1 1.5 Miles
Data Sources: Evacuation Routes and FEMA floodplain data from Miami-Dade Open Data Hub.
Service Layer Credits: Sources: Esri, GEBCO, NOAA, National Geographic, Garmin, HERE, Geonames.org, and other contributors
Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community
KCI TECHNOLOGIES
Date: 7/16/2019

# Transit Corridors and Transit Intermodal Hubs




## Legend

**Potential/Existing Transit Hubs**

**Transit Corridors**

- Trolley/Street Car Corridors
- Bus Routes
- Municipal Boundary

MIAMIBEACH

KCI TECHNOLOGIES

Data Sources: Transit Hubs created by KCI at the direction of City of Miami Beach.
Transit Corridors based on bus and trolley routes of Miami Beach and provided by the City of Miami Beach, 07/2019.
Service Layer Credits: World Light Gray Canvas Base: Esri, HERE, Garmin, (c) OpenStreetMap contributors,

Date: 7/11/2019

# Existing Roadway System

MIAMIBEACH




KCI TECHNOLOGIES

Date: 7/11/2019



Service Layer Credits: World Imagery: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Other Data Sources: Streets of Miami Beach Miami-Dade Open Data Hub, downloaded on 5/31/2019;

# Existing Roadway Lane Count

# MIAMIBEACH




## Legend

- Municipal Boundary

**Number of Directional Lanes**

- 2
- 3
- Local Streets

N

0 0.25 0.5 1 1.5 Miles

KCI TECHNOLOGIES

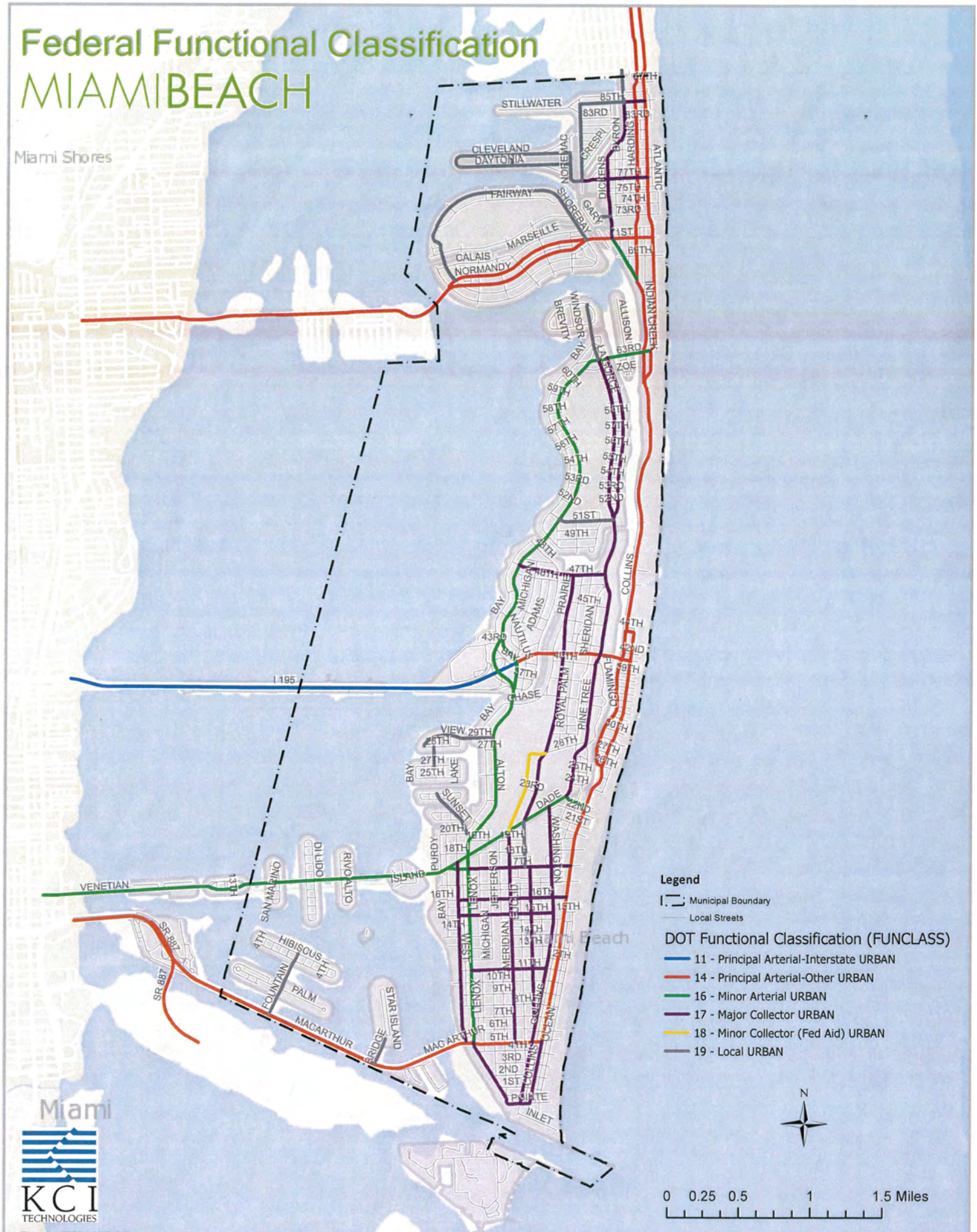
Date: 7/11/2019



Data Sources: Number of Lane Count data-City of Miami Beach

Sources: Esri, GEBCO, NOAA, National Geographic, Garmin, HERE, GeoNames.org, and other contributors, Esri, Garmin, GEBCO, NOAA NGDC, and other contributors

# Federal Functional Classification
# MIAMIBEACH




**Legend**

- Municipal Boundary
- Local Streets

DOT Functional Classification (FUNCLASS)

- 11 - Principal Arterial-Interstate URBAN
- 14 - Principal Arterial-Other URBAN
- 16 - Minor Arterial URBAN
- 17 - Major Collector URBAN
- 18 - Minor Collector (Fed Aid) URBAN
- 19 - Local URBAN

N

0 0.25 0.5 1 1.5 Miles

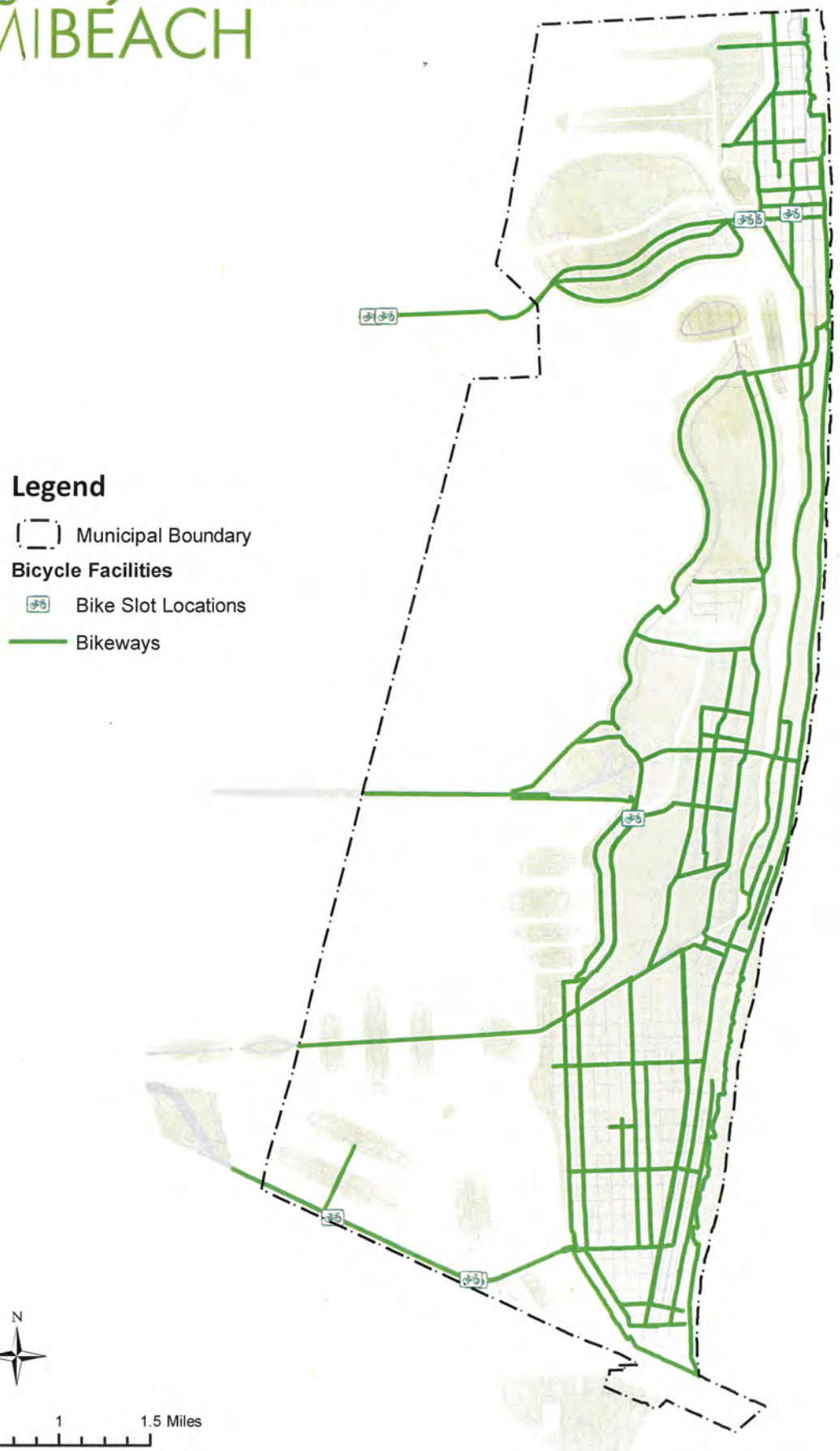
KCI TECHNOLOGIES

Date: 7/11/2019

Sources: Esri, GEBCO, NOAA, National Geographic, Garmin, HERE, Geonames.org, and other contributors, Esri, Garmin, GEBCO, NOAA NGDC, and other contributors

Data Sources: Number of Lane Count data-City of Miami Beach

# Existing Bicycle Facilities
# MIAMIBEACH



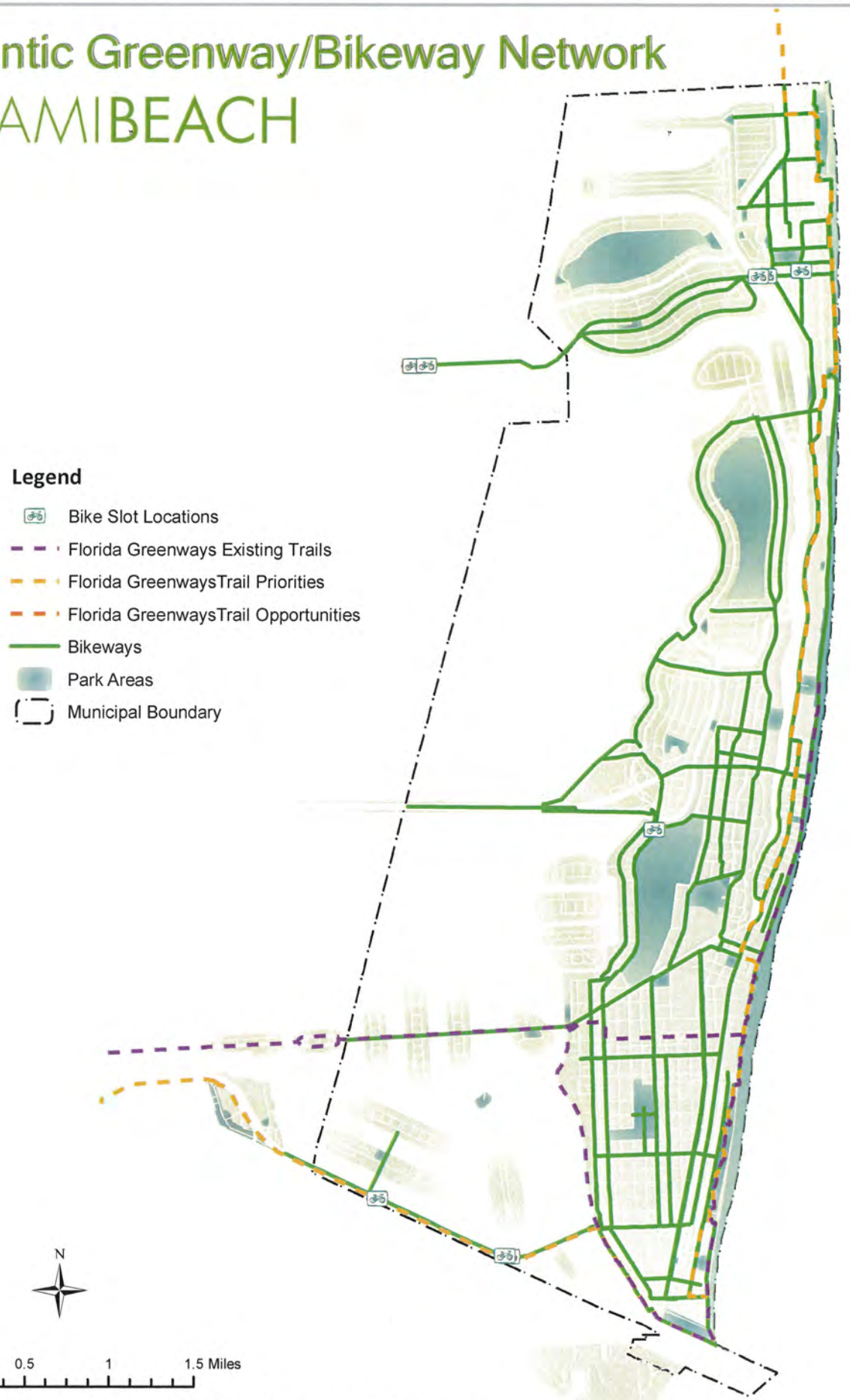

Data Sources: Bikeways and bike slot data downloaded on 5/31/2019 from Miami-Dade Open Data Hub

KCI TECHNOLOGIES

Date: 7/11/2019

# Atlantic Greenway/Bikeway Network

## MIAMIBEACH




Data Sources: Parks, Bikeways, Bike Slot, from Miami-Dade Open Data Hub downloaded on 5/31/2019; Greenways andTrails data from Florida Greenways Planning Project, Florida Department of Environmental Protection, downloaded on 5/31/2019

KCI TECHNOLOGIES

Date: 7/11/2019

# The City of Miami Beach Comprehensive Plan

# Data and Analysis 2019

Prepared by
KCI Technologies, Inc.

# MIAMI BEACH 2019
# EAR-BASED COMPREHENSIVE PLAN AMENDMENTS

# DATA & ANALYSIS

These following support documents are Data and Analysis for the amended Goals, Objectives and Policies of the 2019 EAR based amendments. The data and analysis is not formally adopted, but serves as supporting documentation to the proposed amendments included in the transmitted element to the Florida Department of Economic Opportunity. In addition to the data and analysis provided in this document, the supporting local studies and master plans are identified by applicable element and available online:

- https://www.miamibeachfl.gov/city-hall/city-manager/master-plans/
- http://www.mbrisingabove.com/

## Overview

The City of Miami Beach is a dense urban community located on a barrier island on the southeast coast of Florida. Incorporated in 1915, the City has grown from a resort island into a vibrant, tropical, historic city, though tourism is still our largest industry. The southern portion of Miami Beach, commonly known as South Beach, is the primary dining and entertainment destination in Southeast Florida for tourists and residents of the greater metropolitan area. It should also be noted that to a great extent, the National Register Architectural District, most commonly known as the "Art Deco" District, a collection of 20th Century architecture consisting of approximately 800 buildings, is a great attractor of international tourism.

The Goals, Objectives and Policies of the City's adopted Comprehensive Plan direct the vision of the City for the future and how to meet the needs of current and future residents, visitors and businesses. The proposed amendments were prepared as part of an EAR process to update the comprehensive plan for consistency with state law and to address changing conditions and needs in the city. Such updates are required every seven years, pursuant to Section 163.3191, Florida statutes. As part of the EAR process, the city and our consultants have gathered data and performed analyses on existing conditions and trends in the City. Other plans and strategies that the city has formulated have been considered, including the storm water master plan, the transportation master plan, the Urban Land Institute (ULI) report, and the Resilient 305 plan.

A public meeting took place on January 28, 2019 to solicit input from residents and stakeholders. The comments were primarily focused on issues related to sea level rise, the environment, and incentivizing workforce and affordable housing. Attached is a summary of the comments that were provided by residents. The information gathered at this meeting, as well as any subsequent feedback, were utilized to determine best practices for policies to incorporate into the plan, while addressing the needs of residents and other stakeholders.

# Chapter 1 - Resilient Land Use and Development Element

The Resilient Land Use and Development Element (RLU) of the Comprehensive Plan, previously titled Land Use Element, serves as a guide for future land development and redevelopment in a manner consistent with the City's vision of a vibrant and resilient Miami Beach, and the requirements of the Florida Statutes. The Principles, Goals, Objectives and Policies in the Resilient Land Use and Development Element are closely interrelated to most, if not all other elements in this Comprehensive Plan. Its function is to define future land uses and set their location, and to draw upon the core principles within the Comprehensive Plan to help ensure that growth is directed in a manner that is resilient, sustainable, supported by essential services, and improves the quality of life of the City and its residents. The majority of the changes to the element are housekeeping changes and include a reorganization of the element for easier use and understanding of the GOPs of the element. A set of principles were added to aid in the review of amendments based on the planning GOPs of the element.

**Summary of Element Revisions:**

- Renames the Future Land Use Element to the *Resilient Land Use and Development Element*.
- Adds sound planning criteria for consideration when making recommendations on future land use map (FLUM) and comprehensive plan amendments.
- Removes the Parking (P) future land use category and designates those parcels as Pubic Facility: Governmental Uses (PF).
- Incorporates descriptions for RM-PS-1 and RM-PRD-2 future land use categories that were on the FLUM but not described in the element.
- Improves internal consistency and clarity.
- Updates Goals, Objectives, and Policies to be consistent with changes in state law.
- Removes citations to obsolete Florida Statutes and Florida Administrative Code sections.
- Modifies the general organization of the Element to improve usability.

**Supporting Studies and Master Plans**

- Miami Beach Florida: Stormwater Management and Climate Adaptation Review, *Urban Land Institute* (2018)
- North Beach Master Plan (2016)
- South Florida and Sea Level: The Case of Miami Beach, *Harvard Graduate Study* (2017)

**Supporting Data & Analysis:**

**Population**

Between the 2000 and 2010 U.S. Census, the permanent population of the City of Miami Beach decreased from 87,933 to 87,779 (0.17% decrease). Estimates and projections show growth will occur slowly in the City: however these projections are based on prevailing trends.

According to the 2017 Population estimates by the U.S. Census Bureau, the total population for the City of Miami Beach is 92,307. According to the Bureau of Economic and Business Research Florida Estimates of Population, the 2018 estimate for the City of Miami Beach is 92,502.

The table below shows the comparison from the 2010 Census (actual) to the estimates to date, which indicates a growth of 5.2% in seven years.

Population Estimates, 2010-2017[1]

| | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017[2] |
|---|---|---|---|---|---|---|---|---|
| Population | 87,779 | 87,956 | 88,628 | 89,412 | 90,669 | 91,564 | 91,784 | 92,307 |

Attached is a data and analysis document that identifies expected changes in population. The estimated growth in population, as identified by the State of Florida Shimberg Center is below:

| **Permanent Population Projections (2010-2040)** | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 2010 | 2016 | 2020 | 2025 | 2030 | 2035 | 2040 |
| Miami Beach | 87,779 | 92,799 | 95,537 | 98,342 | 98,342 | 100,526 | 105,144 |

The expected population for the 2040 planning horizon of the comprehensive plan is 105,144. According to the estimate, there were 92,799 residents in 2016. Therefore, throughout the planning horizon, there is an expected population increase of 12,345 residents.

As the City of Miami Beach is built-out, it is expected that this population increase will be accommodated through infill redevelopment. The City expects to be able to accommodate an additional 2,655 residents in the North Beach Town Center – Central Core (TC-C) area, which currently has an estimated population of 735 residents, but can accommodate approximately 2,655 residents. It is anticipated that the remaining population can be accommodated through redevelopment of vacant or underutilized properties throughout the City.

Demographic and Economic Information[3]

| **Demographic and Economic Information** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 1980 | 1990 | 2000 | 2006 | 2008 | 2010 | 2012 | 2013 | 2014 |
| **Population** | | | | | | | | | |
| Total Population | 96,298 | 92,639 | 87,933 | 84,880 | 84,633 | 87,779 | 88,628 | 91,026 | 90,669 |
| Population under 18 | n/a | 13,081 | 11,815 | 13,624 | 11,970 | 11,220 | 13,980 | 13,912 | 11,605 |
| Population over 65 | 48,727 | 27,884 | 16,927 | 13,808 | 13,628 | 14,233 | 13,444 | 14,262 | 14,544 |
| Median Age | 65 | 45 | 39 | 40 | 41 | 41 | 39 | 39 | 40 |
| **Race** | | | | | | | | | |
| White | n/a | n/a | 86.7% | 87.3% | 88.5% | 87.6% | 77.0% | 78.4% | 77.0% |
| African American | n/a | n/a | 4.8% | 1.4% | 2.8% | 4.3% | 4.90% | 4.90% | 4.80% |
| Asian | n/a | n/a | 1.4% | 0.6% | 1.7% | 1.8% | 2.10% | 2.60% | 1.84 |

[1] 2010, U.S. Census Bureau; 2010-2016, American Community Survey 5 year estimates

[2] U.S. Census Bureau; 2017 QuickFacts, Population Estimates

[3] Miami Beach Environmental Scan 2016- All data based on Census for 1980, 1990, 2000, and 2010. Data from 2005, 2007, 2008, 2012, 2013, and 2014 based on American Community Survey.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Other | n/a | n/a | 7.1% | 0.4% | 8.5% | 3.4% | 13.80% | 15.20% | 14.34% |
| Hispanic Origin | n/a | n/a | 53.4% | 52.1% | 49.4% | 53.2% | 52.30% | 52.40% | 53.52% |
| **Households** | | | | | | | | | |
| Total Households | 55,673 | 49,234 | 46,242 | 44,521 | 41,463 | 47,168 | 43,115 | 43,312 | 43,650 |
| Median Household Income | $8,503 | $15,312 | $27,322 | $44,739 | $42,274 | $38,640 | $43,321 | $43,316 | $42,547 |
| % Income from Earnings | 37.4% | 57.1% | 72.2.% | 79.0% | 78% | 77.5% | 78.1% | ** | ** |
| Mean Earnings | $16,234 | $31,320 | $56,767 | $79,940 | $81,863 | $77,829 | $86,688 | $83,225 | $85,725 |
| Average Household Size | n/a | 1.85 | 1.87 | 1.91 | 2 | 1.84 | 2.21 | 2.09 | 2.05 |
| Family Households | 24,895 | 21,326 | 18,342 | 17,652 | 16,228 | 18,350 | 17,979 | 17,844 | 18,476 |
| Median Family Income | $14,061 | $22,020 | $33,440 | $54,431 | $53,491 | $50,758 | $54,155 | $53,351 | $54,513 |
| Family Size | n/a | n/a | 2.76 | 2.84 | 3.00 | 2.70 | 2.99 | 3.01 | 3.00 |
| Total Housing Units | 64,129 | 62,413 | 59,723 | 65,583 | 66,194 | 67,499 | 68,237 | 67,975 | 68,388 |
| **Housing Unit Occupancy** | | | | | | | | | |
| Owner-Occupied | 14,447 | 14,067 | 16,895 | 19,109 | 22,804 | 18,194 | 15,521 | 16,154 | 15,683 |
| Renter-Occupied | 41,238 | 35,238 | 29,299 | 25,412 | 18,659 | 28,974 | 27,932 | 27,158 | 27,967 |
| Vacant | n/a | 13,108 | 13,529 | 20,123 | ** | 20,331 | 27,784 | 24,663 | 24,738 |
| Vacant Seasonal Use | n/a | 4,207 | 7,668 | 10,680 | 10,979 | 11,988 | ** | ** | ** |
| **Apartment Rents (Adjusted for Inflation)** | | | | | | | | | |
| Lower Quartile | n/a | $562 | $603 | ** | ** | $746 | ** | ** | $786 |
| Median | n/a | $719 | $747 | ** | ** | $933 | $1,059 | $1,088 | $1,115 |
| Upper Quartile | n/a | $964 | $958 | ** | ** | $1,248 | ** | ** | $1,576 |

**Population**

*Households:* According to the U.S. Census, the average household size increased slowly from 1.85 in 1990 to 1.87 in 2000, and continued to increase in 2014 (2.05). According to the 2011-2015 and 2012-2016 American Community Survey (ACS) 3-Year Estimates, there is a slight increase in rental vacancy rates and owner vacancy rates from 2015-2016, and a slight decrease in average household size in both rental-occupied units and owner-occupied units.

| Vacancy Rate and Household Assumptions | | |
|---|---|---|
| | 2015 | 2016 |
| Rental Vacancy Rate | 5.6 | 5.9 |
| Owner Vacancy Rate | 3.2 | 3.6 |
| Household Size of Rental-Occupied Units | 2.02 | 1.97 |
| Household Size of Owner-Occupied Units | 2.21 | 2.19 |

The City of Miami Beach has unique circumstances that set it apart from the rest of Miami-Dade County because of the significant influx of tourists and seasonal residents. The 1998 EAR noted that due to the large number of tourists and seasonal residents, the demand on City services is higher than the impact of the permanent residents. A formula was devised to portray more accurately the need for services within the city by multiplying the permanent population of the City increasing it 20% to estimate required services and facilities.

Average Daily Population[4]

| Average Daily Population | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 2005 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | % Change Since 2005 |
| Permanent Residents | 84,086 | 86,916 | 87,779 | 88,349 | 89,546 | 90,588 | 91,540 | 91,714 | 9.1% |
| Seasonal Residents | 14,917 | 20,927 | 22,780 | 22,928 | 23,239 | 23,509 | 23,756 | 23,801 | 59.6% |
| Residents leaving for work | (28,551) | (27,106) | (27,402) | (27,939) | (28,528) | (28,759) | (30,007) | (32,513) | 13.9% |
| Non-Resident Workers | 29,278 | 28,985 | 30,252 | 31,303 | 33,519 | 33,561 | 31,510 | 33,080 | 13.0% |
| Hotel Guests | 26,986 | 21,042 | 22,226 | 24,983 | 25,208 | 25,688 | 27,257 | 32,985 | 22.2% |
| Other Tourists | 8,675 | 9,368 | 10,773 | 10,923 | 13,606 | 13,726 | 14,565 | 22,312 | 157.2% |
| Beach Visitors | 22,202 | 19,861 | 24,480 | 24,293 | 30,917 | 31,191 | 33,096 | 30,800 | 38.7% |
| Daily Population | 157,593 | 174,808 | 182,077 | 183,588 | 201,640 | 203,765 | 206,847 | 222,079 | 40.9% |

[4]**Source:** City of Miami Beach Environmental Scan 2016

**Definitions Demographic Table:**

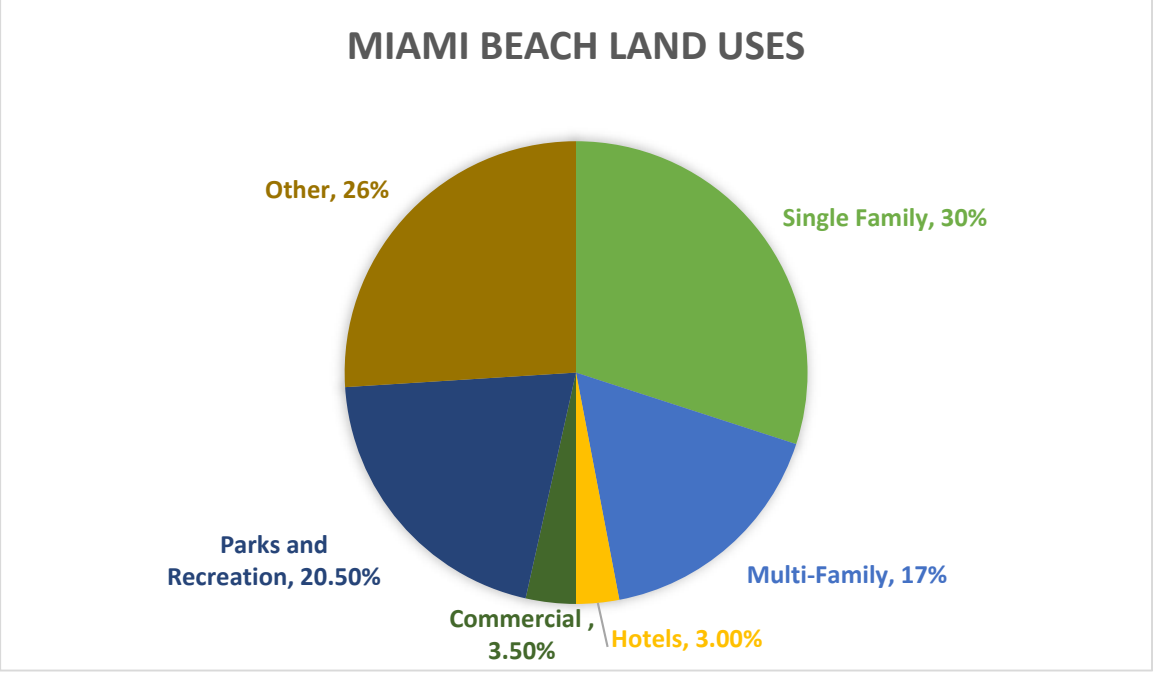
- Permanent Resident- Residents that live in Miami Beach year round
- Seasonal Residents- Residents utilizing a Miami Beach residence as vacation/second home
- Residents leaving for work- Residents leaving Miami Beach for work
- Non-Resident Workers- Number of non-Miami Beach resident workers
- Hotel Guests- Average amount of guests staying in Miami Beach hotels on a daily basis
- Other Tourists- Tourists visiting tourist locations/events other than beaches
- Beach Visitors- Average number of beach goers on a daily basis

**Existing Land Use Inventory**

The *Existing Land Use* table shows the existing land use acreage by land use category and by neighborhood. This pattern has changed very little and with most of the land developed, the potential for land use shifts is minimal. Instead, reinvestment in the same land use is the pattern.

The single-family density category ranges from 1 to 7 units per acre. The multifamily categories range from 25 units per acre in the Low Density Planned Residential Category to 150 in the High Density Multifamily Residential and the High Intensity Commercial Categories. It must be noted that, with a few exceptions, most land use categories in the City of Miami Beach permit a mix of residential and commercial uses.

**Miami Beach Land Uses**



**Land Use**

The City of Miami Beach is approximately 7.1 square miles in size, and is bounded by three other municipalities: Miami (west of Biscayne Bay), North Bay Village and Surfside, as well as Biscayne Bay and the Atlantic Ocean. It consists of a number of islands interconnected with bridges and also a portion of Fisher Island, which is separated by Government Cut and connected to the City via a ferry service from Terminal Island in the City proper. The City has not expanded in land area since the data of the last Data and Analysis and does not expect to expand in the future. As urban community located on a barrier island, only by annexation can the City aggregate land. The *Existing Land Use* table reflects the existing land use categories by acreage and the *Miami Beach Land Uses* figure depicts the future land use categories.

**Existing Land Use (in acres)**

| Zoning District | Acreage | Percent of City |
|---|---|---|
| CD-1 | 18.00 | 0.50% |
| CD-2 | 106.35 | 2.97% |
| CD-3 | 61.27 | 1.71% |
| CPS-1 | 12.07 | 0.34% |
| CPS-2 | 25.80 | 0.72% |
| CPS-3 | 1.96 | 0.05% |
| CPS-4 | 15.80 | 0.44% |
| I-1 | 28.55 | 0.80% |
| MR | 1.49 | 0.04% |
| MXE | 50.12 | 1.40% |
| P | 25.70 | 0.72% |
| PF | 69.09 | 1.93% |
| PF(CCC) | 58.67 | 1.64% |
| PF(E) | 49.39 | 1.38% |
| PF(HD) | 58.57 | 1.64% |
| RM-1 | 427.04 | 11.93% |
| RM-2 | 122.92 | 3.43% |
| RM-3 | 272.63 | 7.61% |
| RM-PRD | 16.09 | 0.45% |
| RM-PRD-2 | 8.54 | 0.24% |
| RMPS-1 | 7.09 | 0.20% |
| RO | 13.75 | 0.38% |
| ROS | 651.97 | 18.21% |
| RPS-1 | 5.11 | 0.14% |
| RPS-2 | 10.69 | 0.30% |
| RPS-3 | 12.62 | 0.35% |
| RPS-4 | 31.44 | 0.88% |
| RS | 1,374.20 | 38.38% |
| SPE | 4.90 | 0.14% |

| | | |
|---|---|---|
| TC-1 | 1.34 | 0.04% |
| TC-2 | 0.40 | 0.01% |
| TC-3 | 2.56 | 0.07% |
| TC-3(c) | 0.95 | 0.03% |
| TC-C | 20.84 | 0.58% |
| TH | 12.86 | 0.36% |
| **Total** | **3,580.73** | **100.00%** |

**Vacant Land**

Most of the City's land identified as vacant is currently being used as surface parking lots. Privately-owned, vacant land is approximately 101 acres scattered throughout 367 parcels. All the vacant land is fully developable and zoned for development.

These vacant parcels are subject to the existing Future Land Use Map categories and Land Development Regulations of the City Code and will be reviewed on an individual basis as development proposals are submitted. The development and re-development that has occurred in the City has been consistent with the City's adopted Future Land Use Map and the Land Development Regulations that govern each zoning district. The difference between 2008 and 2018 in vacant land may be due to the demolition of unsafe structures or redevelopment of properties that is planned but has not occurred.

**Demands of Growth**

During the last few years, the City has experienced a wave of development and redevelopment, notwithstanding the down-zoning that occurred between 1997 and 1999. About the same time, the Portofino DRI was approved, which when completed would result in construction of approximately 1400 residential units and commercial space. Construction under the approved DRI is still ongoing. Demands on services throughout the City have continued to rise, however, levels of service have been maintained throughout with a few exceptions relating to traffic at some intersections.

**Previous Reduction in Density Impairing Redevelopment Property Rights**

With regard to redevelopment of non-conforming buildings in the event of a catastrophic event, including, but not limited to, fire, tornado, tropical storm, hurricane, or other acts of God, which results in the complete demolition of a building or damage to a building that exceeds 50 percent of the value of the building as determined by the building official, the Land Development Regulations of the City Code provide that such building may be reconstructed, repaired or rehabilitated, and the structure's floor area, height, setbacks and any existing parking credits may remain, if certain conditions set forth in the LDRs are met. These conditions are, but not limited to, residential units meeting the minimum unit size requirements, having a previously issued certificate of use, certificate of completion, certificate of occupancy or occupational license by the city to reflect its current use; the building must meet the Florida Building Code and any other life safety codes that may be required; and if located within a designated historic district, or a historic site, the repairs or rehabilitations shall comply substantially with the Secretary of Interior Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures, as well as the Certificate of Appropriateness criteria in the LDRs.

# Chapter 2 - Climate Resiliency and Sustainability Element

Previously Conservation / Coastal Zone Management Element

The Resiliency and Sustainability Element consolidates the principles of sustainability and resiliency that were previously located in studies and other planning efforts commissioned by the City, as well as adopted objectives and policies that were previously located in other elements of the Comprehensive Plan. The element's central purpose is to centralize these objectives and policies regarding climate change and sea level rise. The element includes goals, objectives and policies that address interdisciplinary nature of resiliency planning, including natural resource protection, land development, city operations and emergency preparedness. This element also houses the goals, objectives and policies required for consistency with the Florida Statues for the Conservation and Coastal Management Elements.

**Summary of Element Revisions:**

- The proposal merges policies from the Conservation/Coastal Zone Management into a new *Climate Resiliency and Sustainability Element*.
- Incorporates guiding principles of the ULI Miami Beach Study.
- Incorporates the Resilient 305 and the Miami Beach Strategic Plan to the list of referenced documents.
- Updates *Adaptation Action Area* (AAA) strategies to utilize more relevant language.
- Incorporates strategies to promote placemaking as a way to complement sea level rise mitigation strategies.
- Incorporates policies to incentivize and support private property adaptation.
- Incorporates policies to support the City maintaining or improving its FEMA community rating system score.
- Provides policies to that ongoing environmental issues are addressed through proactive planning approaches.
- Incorporates policies to provide for the protection of cultural and historic resources.
- Provides that the City will consider ecologies when making decisions on future projects.
- Updates references to other environmental documents.
- Establishes policies to promote energy efficiency.
- Provides policies to improve the resiliency of the City's operations.
- Updates Goals, Objectives, and Policies to be consistent with changes in state law.
- Removes citations to obsolete Florida Statutes and Florida Administrative Code sections.
- Modifies the organization of the Element to improve usability.

**Supporting Studies and Master Plans**

- http://www.mbrisingabove.com/your-city-at-work/resilience-strategy/climate-action-plan/
- Elevation Calculator: https://gis.miamibeachfl.gov/Html5Viewer/Public/index.html?viewer=EC
- Resilient 305
- Miami Beach Florida: Stormwater Management and Climate Adaptation Review, *Urban Land Institute* (2018)
- North Beach Master Plan (2016)
- South Florida and Sea Level: The Case of Miami Beach, *Harvard Graduate Study* (2017)
- Miami Beach Sustainability Plan https://www.miamibeachfl.gov/wp-content/uploads/2017/12/City-of-Miami-Beach-Sustainabilty-Plan_FINAL.pdf

- 2017 Local Mitigation Strategy https://www.miamibeachfl.gov/wp-content/uploads/2017/12/local-mitigation-strategy-part-4-appendices.pdf

**Supporting Data & Analysis:**

**Water Resources**
There are few seagrass beds in and around the waters adjacent to the City. It is important that any development along the western shoreline must be sensitive to these seagrass beds and their critical importance to the ecosystem of Biscayne Bay. In this regard, the City, along with Miami Dade County DERM, is vigilant when these types of developments are proposed, whether large or small as a residential dock projecting into the Bay or any of the waterways surrounding the City.

**Soils**
The entire City is essentially "made land" except for the sand along the ocean beach. Therefore, soil erosion is not a problem.

**Vegetative Cover**
Between the man-made soil of the island and the full development pattern, there is no significant natural vegetation cover. Vegetation is limited the landscaping planted in conjunction with development, including parks, and limited ocean dune vegetation.

**Minerals**
The man-made nature of most of the island's subsoil means there are no commercially significant minerals.

**Floodplains**
According to 163.3178, F.S., the Coastal High Hazard Area (CHHA) is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. The entire City is classified as a Coastal High Hazard Area (CHHA) which is reflective of its status as a Category 1 Evacuation Zone.

Hurricane Vulnerability Zones are defined as areas delineated in the regional or local evacuation plan as requiring evacuation. In Miami-Dade County, the Hurricane Vulnerability Zones are considered Hurricane Evacuation Zones A and B. Following Hurricane Andrew, State law redefined the "Coastal High Hazard Area" (CHHA) from the FEMA "V" Zone to the Category 1 Hurricane evacuation zone as established in the regional hurricane evacuation plan. In Miami-Dade County the CHHA consists of the barrier islands. The State also eliminated the "Coastal Hazard Area" and established the "Hurricane Vulnerability Zone" (HVZ), defined as areas delineated as Category 3 Hurricane Evacuation Areas by the regional or local evacuation plan. In addition, the Strategic Regional Policy Plan for South Florida established policies addressing hurricane Category 4 and 5 evacuation areas.[5]

[5] Source: Miami Dade County CDMP

## Conservation

### Biscayne Bay
The Bay is an important recreational asset, particularly boating and fishing. Commercial boating and fishing play a lesser role in the vicinity of Miami Beach.

### Floodplains
The Florida Building Code requirement for new construction to have its first floor elevated to meet FEMA standards is the most practical means of floodplain conservation.

### Wildlife
The most significant conservation concerns are manatees and sea turtles. Manatees have sighted in a number of the City's waterways. The City of Miami Beach is nesting habitat for three species of protected sea turtles; the Loggerhead, Green, and Leatherback. Annually, beginning in April and extending through early November, the native sea turtles come to nest on our beaches. On beaches where artificial lighting is visible, nesting females may be deterred from nesting and the hatchlings' important journey to the sea can be disrupted. To prevent disorientation and adverse impacts on nesting turtles, installation of oceanfront exterior lighting that is disruptive to sea turtles is prohibited by state law (Chapter 62B-55, Florida Administrative Code). The City of Miami Beach has adopted a Turtle Nesting Protection Ordinance to minimize the impact of artificial lighting on hatchlings and nesting sea turtles and thereby protect the endangered species which frequently visits its beaches. The Ordinance encourages light management on private and public lands, preventing light pollution that is problematic for sea turtles and other nocturnal animals.[1]

### Water Needs
The City's 10-Year Water Supply Facilities Work Plan is hereby incorporated in this analysis by reference.

### Water Quality
It is the City's goal to provide its residence a safe and dependable supply of drinking water. To ensure the safety of the water, the City routinely monitors for contaminants in the drinking water according to Federal and State laws, rules and regulations. A water quality report based on the results of Miami Beach and Miami-Dade Water and Sewer Department (WASD) monitoring for the period of January 1, 2017 to December 31, 2017 is available on the Florida Department of Environmental Protection's website cited below.
Miami-Beach receives treated water from Miami-Dade County. Miami-Dade's source of water is groundwater from wells. The wells draw solely from the Biscayne Aquifer for a large part of WASD's system. The Alexander Orr, Jr. Water Treatment Plant, draw water mostly from the Biscayne Aquifer and some water from the Floridian Aquifer, and receives lime treatment to reduce hardness, and is then disinfected and filtered.
Water from WASD's other two regional water treatment plants-Hialeah and John E. Preston-comes solely from the Biscayne Aquifer. Together with the Alexander Orr, Jr. plant, all three plants supply treated water to a common distribution system, running throughout most of Miami-Dade

[1] **Source:** https://fldep.dep.state.fl.us/swapp/SelectPWS.asp?county=13

County. In general, the Hialeah and John E. Preston Plants treat water that is supplied to residents who live north of SW 8 Street up to the Miami-Dade/Broward Line. Water from the Hialeah plant is treated similarly to that from the Alexander Orr, Jr. plant, plus fluoridation and water supplied to the John E. Preston plant has a higher level of naturally occurring organic materials than the water at the other plants. It goes through a slightly different process called enhanced softening. It is disinfected fluoridated and filtered, before going through air stripping towers that remove volatile organic compounds. This process has the added benefit of reducing the yellow tint once present in water supplied by the Preston plant.[2]

**Storm Water Outfall Mitigation**

The City will use an integrated stormwater management approach that will also address climate change and sea level rise. The approach will allow the City to evaluate cost-effective stormwater infrastructure improvements, remediate excessive flooding, prioritize stormwater basins, and ensure continued compliance with regulatory agencies. This work will also allow the City to better evaluate drainage hot spots and protect the City from flooding resulting from high tidal conditions (i.e. Tideflex Valves, Injection systems, etc.)

## Hurricane Planning

### Coastal High Hazard Area

According to Section 163.3178 (2) (h), F.S., the coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. The Miami-Dade County Department of Emergency Management and Homeland Security, the evacuation in the case of any hurricane. The City does not maintain shelters; those persons needing emergency shelter are transported to those maintained by Miami Dade County Emergency Management.

### Evacuation Routes

The four causeways that provide evacuation routes for Miami Beach, as well as the CHHA Cat. 1 Storm surge:

- MacArthur Causeway
- Venetian Causeway
- Julia Tuttle Causeway
- 71st Street, a/k/a Kennedy Causeway (79th Street in Miami) Causeway

[2] **Source:** 2016 Water Quality Report MB

## Climate Change – Resiliency and Adaptation

As the economic, environmental, and social impacts of climate change are becoming more apparent, the City of Miami Beach is hoping to provide a proactive planning framework through the creation of the Climate Resiliency and Sustainability Element. The purpose of this Element is to make the City of Miami Beach a climate resilient and sustainable community that will sustain itself for years to come.

The City of Miami Beach recognizes, and agrees with the international scientific consensus that climate change is occurring from the anthropogenic burning of fossil fuels. The city understands the reality of climate change, and the threat it poses to the City of Miami Beach. As a coastal community, consisting of multiple barrier islands, Miami Beach is extremely vulnerable to sea level rise and other climate change impacts, such as increased weather intensities. Accepting the inevitable challenges Miami Beach will face due to climate change, the city has made numerous strides in transforming Miami Beach into a sustainable community.

The City of Miami Beach has been an instrumental leader in publicly addressing sea level rise, with the outreach tool known as “Miami Beach Rising Above.” The City provided residents with this resource in order for them to be updated on the climate adaptation and mitigation strategies performed by the City.

### Sea Level Rise

The Southeast Florida Climate Compact developed a unified existing local sea level rise projection, which is used as a single regional sea level rise projection, including Miami Beach. The entire southeastern portion of the state is adapting to sea levels which is shown in the figure below. While Miami Beach is more vulnerable than other areas to sea level rise, it is crucial to coordinate with other municipalities in the climate compact.

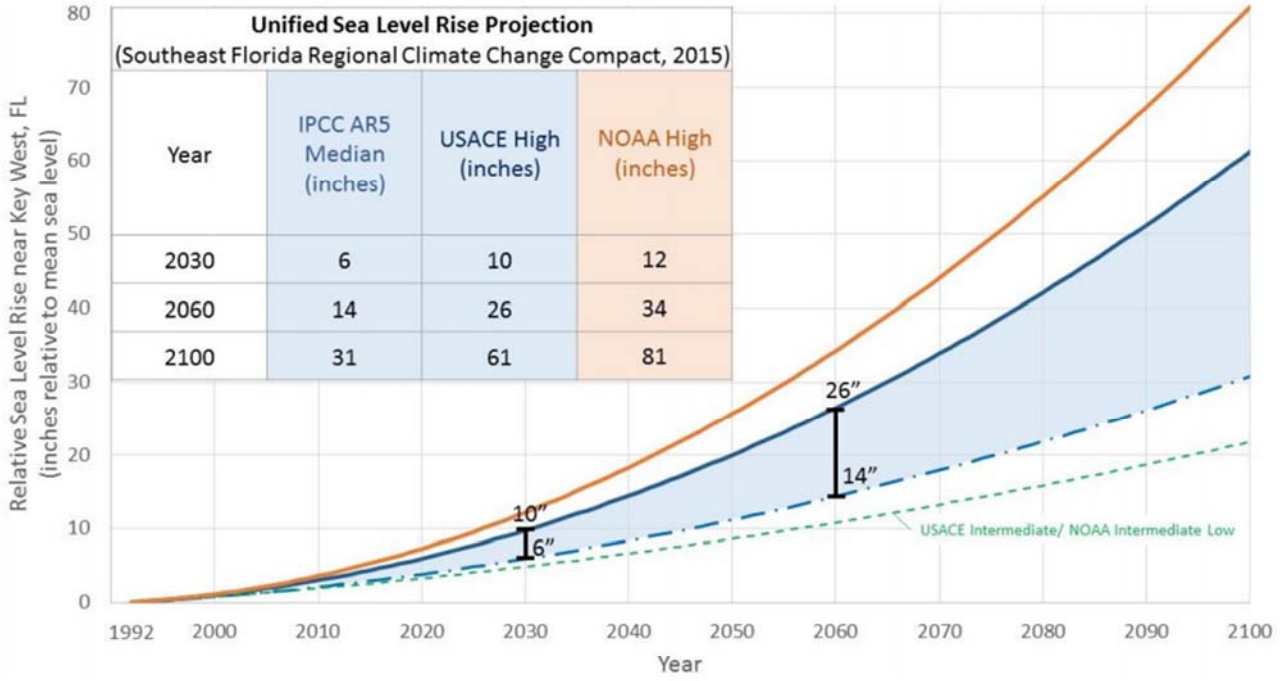



**Figure A-1: Unified Sea Level Rise Projection. These projections are referenced to mean sea level at the Key West tide gauge. The projection includes three global curves adapted for regional application: the median of the IPCC AR5 scenario as the lowest boundary (blue dashed curve), the USACE High curve as the upper boundary for the short term for use until 2060 (solid blue line), and the NOAA High curve as the uppermost boundary for medium and long term use (orange solid curve). The incorporated table lists the projection values at years 2030, 2060 and 2100. The USACE Intermediate or NOAA Intermediate Low curve is displayed on the figure for reference (green dashed curve). This scenario would require significant reductions in greenhouse gas emissions in order to be plausible and does not reflect current emissions trends.**

**2015 Climate Compact Projections for Sea level Rise by Planning Horizon:**

- Short term, by 2030, sea level rise is projected to be 6 to 10 inches above 1992 mean sea level;
- Medium term, by 2060, sea level rise is projected to be 14 to 26 inches above 1992 mean sea level with the less likely possibility of extending to 34 inches;
- Long term, by 2100 sea level rise is projected to be 31 to 61 inches above 1992 mean sea level with the less likely possibility of extending to 81 inches.

**Projection Conversion table From MSL to NAV88***

| | Mean Sea Level (MSL) in feet NAVD 88 | Mean Sea Level in inches NAVD 88 |
|---|---|---|
| Miami Beach | -0.96 | -11.5 |

**North American Vertical Datum of 1988 (NAVD 88) is the topographic reference point used in surveying land elevations. By definition it is the vertical control datum of orthometric height established for vertical control surveying in the United States of American based upon the General Adjustment of the North American Datum of 1988.*

**Adaptation Action Areas**

While Adaptation Action Areas are optional frameworks for comprehensive plans, the City is responding to the Southeast Florida Regional Climate Change Compact (SFRCC) encouragement of the addition of an Adaptation Action Area into the document. As defined in Section 163.3164 (1) of the Florida Statutes, an Adaptation Action is a designation of a local government's comprehensive plan which identifies one or more areas that experience coastal flooding due to extreme high tides and storm surge, and that are vulnerable to the related impacts of rising sea levels for the purpose of prioritizing funding for infrastructure needs and adaptation planning. The Florida Statues also state in Section 163.3177(6)(g)(10) that an Adaptation Action Area may include, but need not be limited to, areas for which the land elevations are below, at, or near mean higher high water, which have a hydrologic connection to coastal waters, or which are designated as evacuation zones for storm surge.

Rising seas cannot be avoided, and the impacts are detrimental to the City's fabric and the residents. Impacts of rising sea levels include:

- Increased flooding
- Drainage issues
- Destruction of natural resource habitats
- Higher storm surge, increased evacuation areas and evacuation time frames
- Increased shoreline erosion
- Saltwater intrusion
- Loss of infrastructure and existing development

The City is composed of barrier islands, and has an average elevation of 4.4 feet NAVD[6] increasing the vulnerability to climate change. Over 90,000 people live in Miami Beach, and millions of tourists visit annually, making this 7.1 mile land mass a popular destination. According to the Florida Department of Revenue, residents in 2016 were paying a median of $1.5 million for a single family home, and $346,900 for a condo. These residents have large amounts of money invested in the City, and by developing an Adaptation Action Area, Miami Beach is proactive to the potential impacts of sea level rise, such as a loss in property value. It is essential to invest in protecting the City's infrastructure and residents today, rather than spending large sums on repairing damages to buildings and infrastructure.

**Hurricane Planning**

Hurricane Irma presented Miami-Dade County and Miami Beach with a test for resiliency. The category 5 storm of 2017 presented the City and County with flaws in hurricane planning.

*Evacuation* During the evacuation phase of the storm, many faced heavy traffic congestion on major north thoroughfares. The City utilizes four major causeways during hurricane evacuation which are:

- MacArthur Causeway
- Venetian Causeway
- Julia Tuttle Causeway

[6] Miami Beach Rising Above

- 71st Street, a/k/a Kennedy Causeway (79th Street in Miami) Causeway

The City and the County should coordinate evacuation efforts with the State of Florida, in order for a more efficient hurricane

**Shelters**

The City does not maintain shelters; those persons needing emergency shelter are transported to those maintained by Miami Dade County Emergency Management. During Hurricane Irma, shelters were not filled to maximum capacity, and pet friendly shelters were offered. However, communication of which shelters were open was limited, and better coordination between the City and the County needs to occur in the future.

**LEED**

On February 10, 2016, the City Commission adopted the Sustainability and Resiliency ordinance which requires LEED Gold certification or Living Building Challenge certification for new constructions over 7,000 square feet or ground floor additions to existing structures that encompass over 10,000 square feet of additional floor area. In order to achieve green building standards, the proposed ordinance requires the payment of a Sustainability Fee prior to obtaining a Temporary Certificate of Occupancy, Certificate of Occupancy, or Certificate of Completion. This fee is set as a five (5%) percent of the construction valuation. If there is a failure to obtain the gold certification, the fee is not refunded or is partially refunded according to the level of certification achieved below Gold. The applicant has up to two years to obtain a full or partial refund of the fee or bond depending on the level of green building certification achieved. Earned fees in the Sustainability and Resiliency Fund shall be utilized to provide public improvements that increase the sustainability and resiliency of the City. Expenditures from these funds shall require prior City Commission approval. Prior to any expenditure, the City Manager shall provide a recommendation to the City Commission.

- Total Existing Bike Network: 29.5 miles Number of Bikeway Types: 3 Existing Bicycle Lanes: 17 miles Existing Bicycle Route: 7.7 miles Existing Shared-Use Path: 4.8 miles[3]

*Sustainability*

Sustainability is defined as the extent which a system in its current state will be able to meet the economic, environmental, and social needs of future generations. As a step toward the overall cities goal of sustainability, the City's Sustainability Plan was created. This plan was drafted to improve resources, prevent harm to the natural environment, protect human health, and benefit the social, economic, and environmental well-being of the community for present and future generations. The plan also functions as the work plan for the city's participation in the Energy Economic Zone Pilot Program administered by the Florida Department of Community Affairs.

[3] **Source:** Southeast Florida Regional Compact Climate Change

As a world-class city, Miami Beach is striving to be a leader in sustainability. The Environment and Sustainability Department was created in 2015, and is one of a kind

- Buildings
- Fuel and Energy use
- Water Management
- Transportation
- Affordable Housing

*Resiliency*

Resiliency is defined as the capacity of individuals, communities, institutions, businesses, and systems within a city to survive, adapt, and grow, no matter what kinds of chronic stresses and acute shocks they experience. City resilience is centered on improving a city, in both good times and bad, for the benefit of all its citizens, particularly those most vulnerable.[7]

*Collaboration*

With thousands of lives, and billions of dollars at stake, collaboration has been a key strategy for the City of Miami Beach when faced with the challenges presented from climate change. The City has been collaborating with other cities in Miami-Dade County, such as the City of Miami, and together as the "Greater Miami and the Beaches", the metropolitan area was selected to join 100 Resilient Cities. The organization has indicated the main shocks and stresses the area faces. These shocks and stresses include[8]: coastal/tidal flooding, hurricanes, inadequate public transportation systems, infrastructure failure, and lack of affordable housing, poverty, rainfall flooding, and sea level rise /coastal erosion. Other cities around the world are facing challenges similar to Miami Beach, and through this collaboration of ideas, smart and effective investments in adaptation and mitigation plans can be made.

Miami-Dade County has collaborated with Broward, Palm Beach, and Monroe County to form the Southeast Florida Climate Compact. This group unified the region by developing "regionally-consistent methodologies for mapping sea-level rise impacts, assessing vulnerability, and understanding the sources of regional greenhouse gas emissions[9]". While each county is diverse, issues and opportunities similar to those in Miami-Dade County are present in other counties.

*Vulnerability*

As a coastal city, that is an average of 4.4 NAV above sea level, the residents and infrastructure of the City are vulnerable to the flooding and other impacts resulting from climate change. Adaptation Action Areas have been assigned to determine the most vulnerable areas within the City. Striving for urban resiliency, the City is focusing on the protection of its most vulnerable populations; such as those living in poverty and the elderly.

As represented in the *Percent of Persons Living in Poverty* table, the percentage of the population living in poverty in the City of Miami Beach is higher than in Florida for the 2016. According to the 2010 census numbers in the *Population by Age* table there are 14,233 Miami Beach residents

[7] 100 Resilient Cities

[8] Greater Miami and the Beaches' Resilience Story, 100 Resilient Cities

[9] Southeast Florida Regional Climate Change Compact Counties – Regional Climate Action Plan, 2012

over the age of 65. These results indicate the need to prioritize these populations that require more assistance during these times of adaptation and mitigation.

| Percent of Persons Living in Poverty | | | |
|---|---|---|---|
| Year | Florida | Miami Dade County | City of Miami Beach |
| 2011 | 14.7% | 13.0% | 15.0% |
| 2012 | 15.6% | 13.5% | 16.3% |
| 2013 | 16.3% | 14.3% | 16.9% |
| 2014 | 16.7% | 14.6% | 17.5% |
| 2015 | 16.5% | 14.5% | 17.7% |
| 2016 | 16.1% | 19.9% | 16.7% |

Source: U.S. Census Bureau, 2007-2011 American Community Survey, 5-Year Estimates

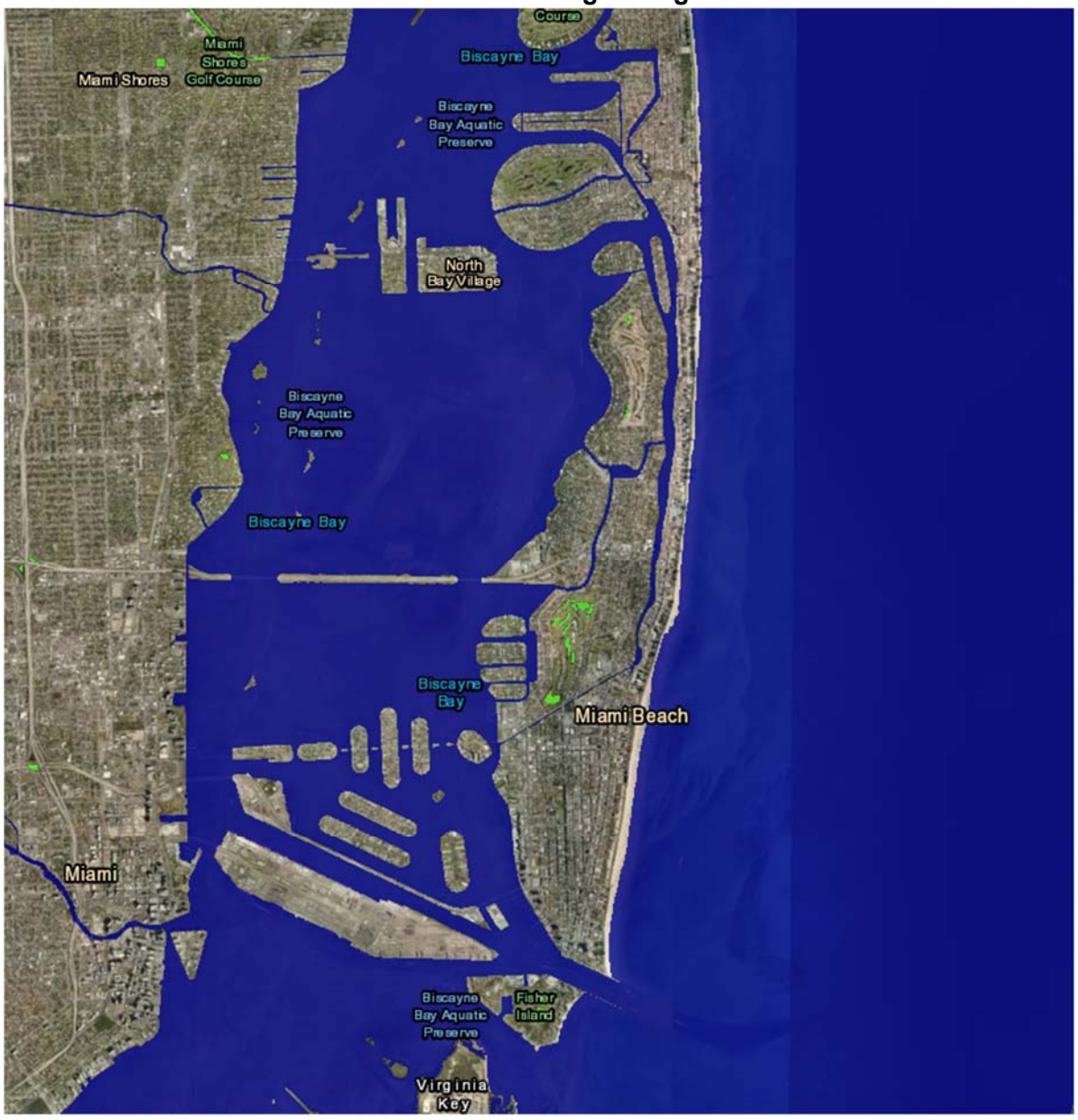
| Population by Age | | |
|---|---|---|
| **Age Range** | **Population** | **Percent** |
| Total Population | 87,779 | 100.0 |
| Under 5 years | 3,727 | 4.2 |
| 5 to 9 years | 3,028 | 3.5 |
| 10 to 14 years | 5,177 | 5.9 |
| 15 to 19 years | 3,082 | 3.5 |
| 20 to 24 years | 5,177 | 5.9 |
| 25 to 29 years | 8,353 | 9.6 |
| 30 to 34 years | 7,530 | 8.6 |
| 35 to 39 years | 8,384 | 9.6 |
| 40 to 44 years | 7,530 | 8.6 |
| 45 to 49 years | 7,028 | 8.0 |
| 50 to 54 years | 5,878 | 6.7 |
| 55 to 59 years | 5,141 | 5.9 |
| 60 to 64 years | 4,490 | 5.1 |
| 65 to 69 years | 3,636 | 4.1 |
| 70 to 74 years | 3,250 | 3.7 |
| 75 to 79 years | 2,729 | 3.1 |
| 80 to 84 years | 2,281 | 2.6 |
| 85 years and over | 2,337 | 2.7 |
| | | |
| Median age (years) | 40.3 | |

Source: 2010 U.S. Census

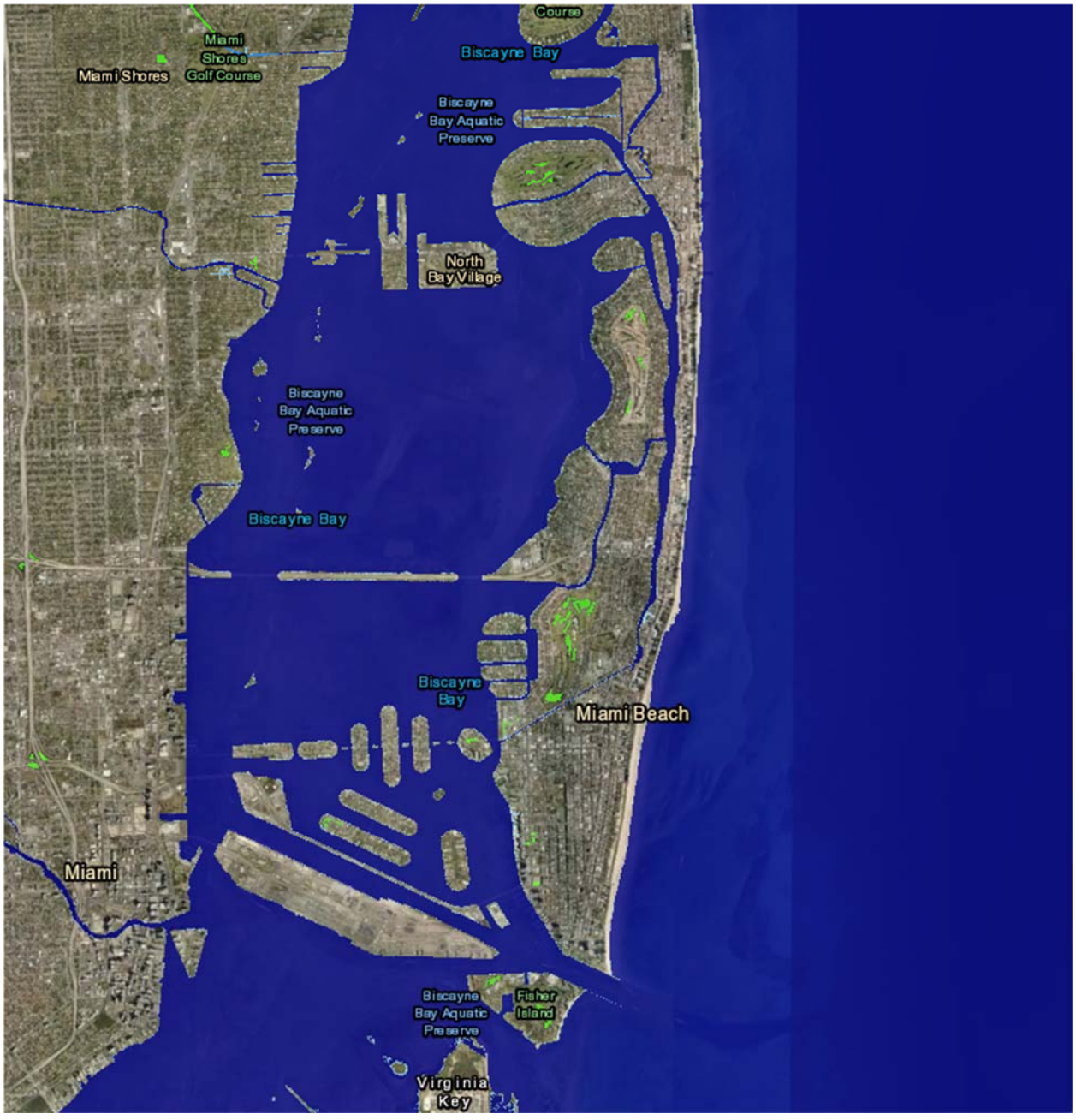
**Post-Disaster Redevelopment**

There were no proposed substantive changes to the post-disaster redevelopment. Existing adopted Goals, Objectives and Policies address redevelopment planning, including the impact of Living with Water as the sea level continues to rise. The impacts of sea level rise are document below in images from the NOAA sea level rise viewer:

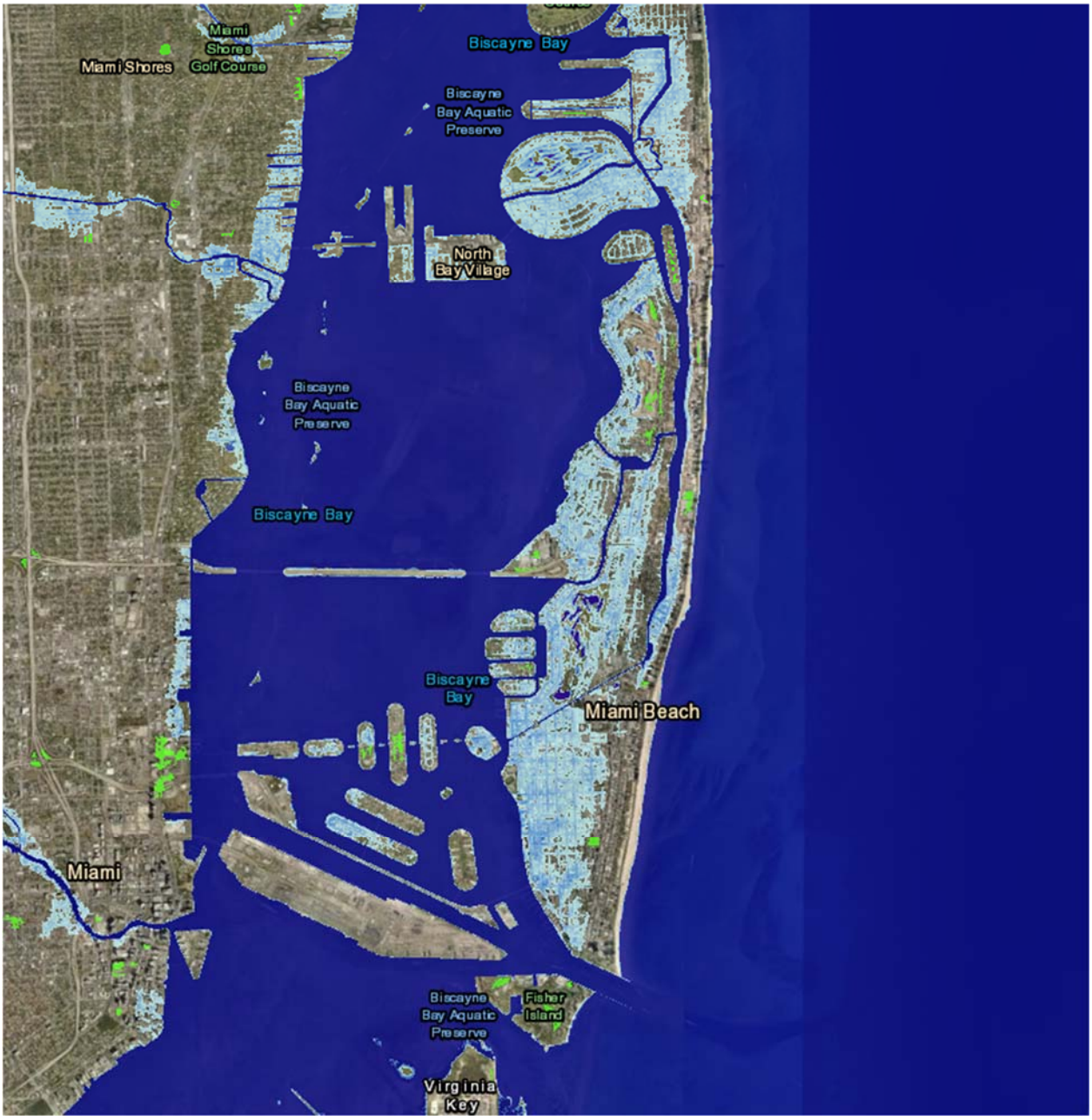
**Miami Beach with Current Mean Higher High Water Levels**



## Miami Beach at 1 Foot of Sea Level Rise



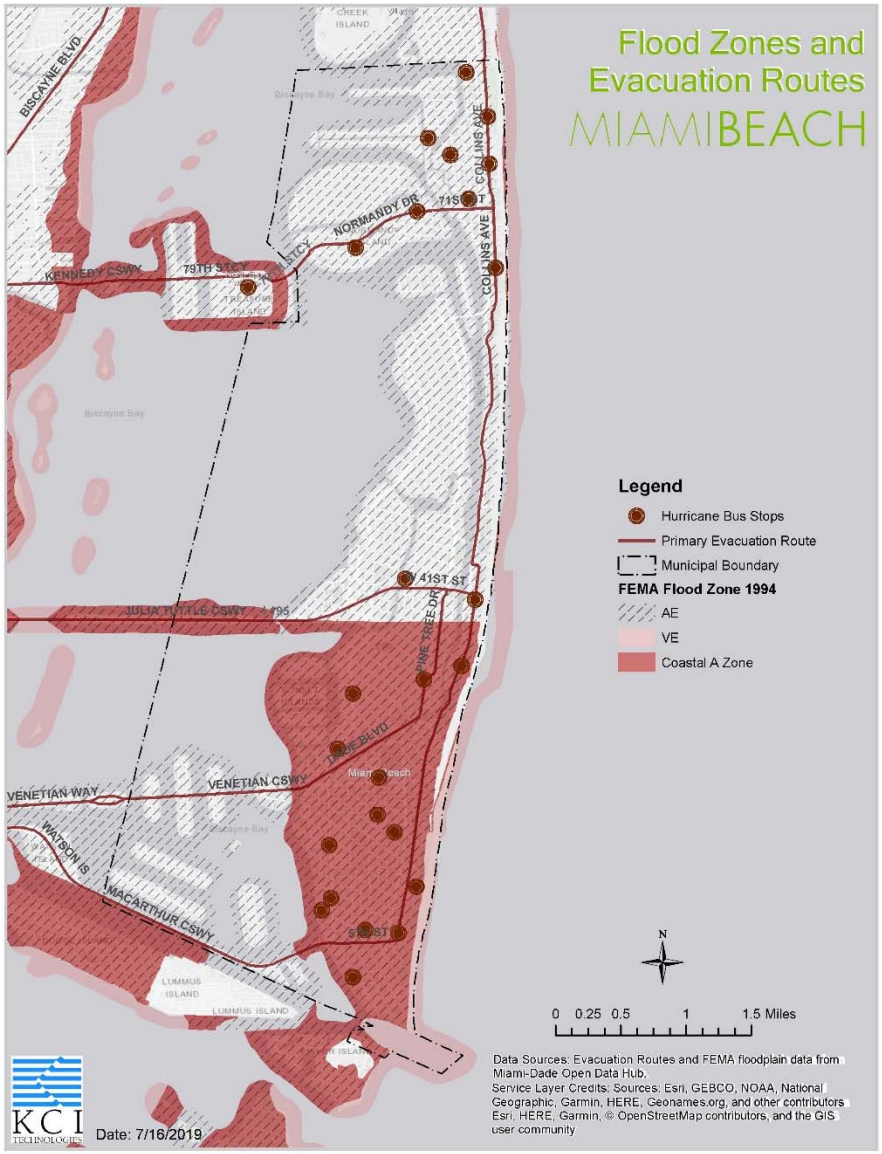
**Miami Beach with 3 Feet of Sea Level Rise**



**Miami Beach with 6 Feet of Sea Level Rise**



**Storm Surge Planning Zone**




The southern tip of Miami Beach is categorized at Zone A, which means it is at the greatest risk for storm surge for Category 1 and higher storms.

In order to comply with the Southeast Florida Climate Change Regional Compact, the City of Miami Beach created a "Greenhouse Gas Emissions Inventory" report to guide the city in the process of establishing emissions reduction targets.

- In 2015, there were 1,247,211 MT CO2e released community-wide.
- Commercial energy use created 50% of GHG emissions in the community.
- Emissions from electricity use accounted for 69% of the total GHG emissions in the community.
- Emissions from the combustion of gasoline and diesel for transportation accounted for 18% of the emissions in the community.

**The 2015 Community Inventory Greenhouse Gas Emissions Results[10]**

| **Residential Energy** | **Usage** | **Units** | **CO2e (MT)** | **% of Emissions** |
|---|---|---|---|---|
| Residential Natural Gas | 2,163,381 | Therms | 11,503.74 | 0.92% |
| Residential Electricity | 613,366,809 | kWh | 303,219.71 | 24.3% |
| **Commercial Energy** | | | | |
| Commercial Natural Gas | 12,929,242 | Therms | 68,750.99 | 5.51% |
| Commercial Electricity | 1,113,323,891 | kWh | 550,374.99 | 44.13% |
| Public Streets & Highway Lighting | 10,369,923 | kWh | 5,126.40 | 0.41% |
| Other Sales | 160,686 | kWh | 79.44 | 0.01% |
| **Industrial Energy** | | | | |
| Industrial Electricity | 4,549,221 | kWh | 2,248.92 | 0.18% |
| Transportation & Mobile Services | | | | |
| Diesel Vehicles | 456,914,972 | VMT | 38,055.77 | 3.05% |
| Gasoline Vehicles | 456,914,972 | VMT | 182,323.55 | 14.62% |
| **Water & Wastewater** | | | | |
| Combustion of Digester Gas | 92,312 | People | 6.03 | 0.00% |
| Process N20 from Effluent Discharge | 92,213 | People | 1,863.51 | 0.15% |
| **Solid Waste** | | | | |
| Community Waste Generation | 92,312 | People | 83,657.85 | 6.71% |
| **2014 Community Wide** | | | | |
| Total Emissions | | | 1,247,210.90 | 100.00% |

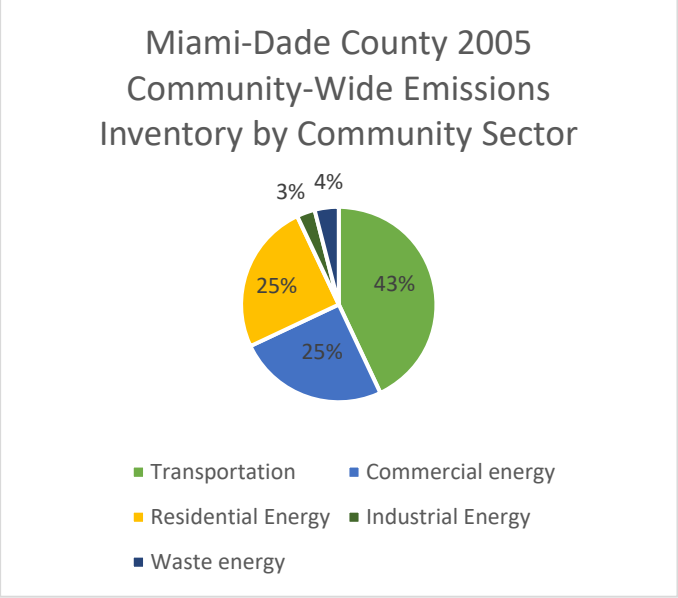
**2015 Government Greenhouse Gas Inventory**

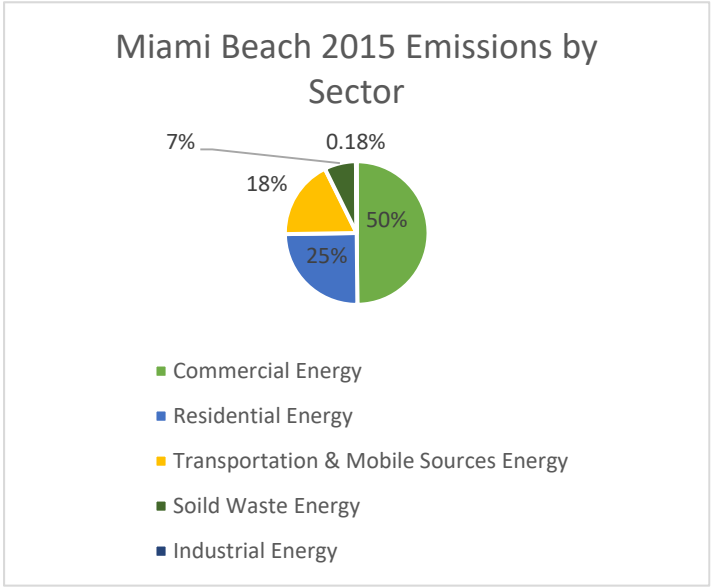
[10] Miami Beach Greenhouse Gas Inventory, 2015

- In FY 2015, there were 35,238 MT $CO_2e$ released through government operations and city-owned buildings and facilities which represents 2.8% of the community wide emissions.
- Buildings and facilities accounted for 65.8% of the emissions from the government inventory.
- The greatest source of emissions was grid-supplied electricity. It emitted 77% of the emissions from government building, facilities and operations.

| **Buildings, Facilities & Operations** | **Usage** | **Units** | **CO2e (MT)** | **% of Emissions** |
|---|---|---|---|---|
| Building Electricity | 46,117,521 | kWh | 22,798.33 | 64.70% |
| Buildings Natural Gas | 72,714 | Therms | 386.52 | 1.10% |
| **Public Street & Highway Lighting** | | | | |
| Street Lighting Electricity | 8,438,928 | kWh | 4,171.81 | 11.84% |
| **Vehicle Fleet** | | | | |
| Diesel Vehicles | 133,541 | Gallons | 1,363.50 | 3.87% |
| Gasoline Vehicles | 716,710 | Gallons | 6,292.70 | 17.86% |
| **Transit Fleet** | | | | |
| City Trolley – NBT | 25,610 | Gallons | 224.86 | 0.64% |
| **2015 Governmental Operations** | | | | |
| Total Emissions | | | 35,237.72 | 100.00% |

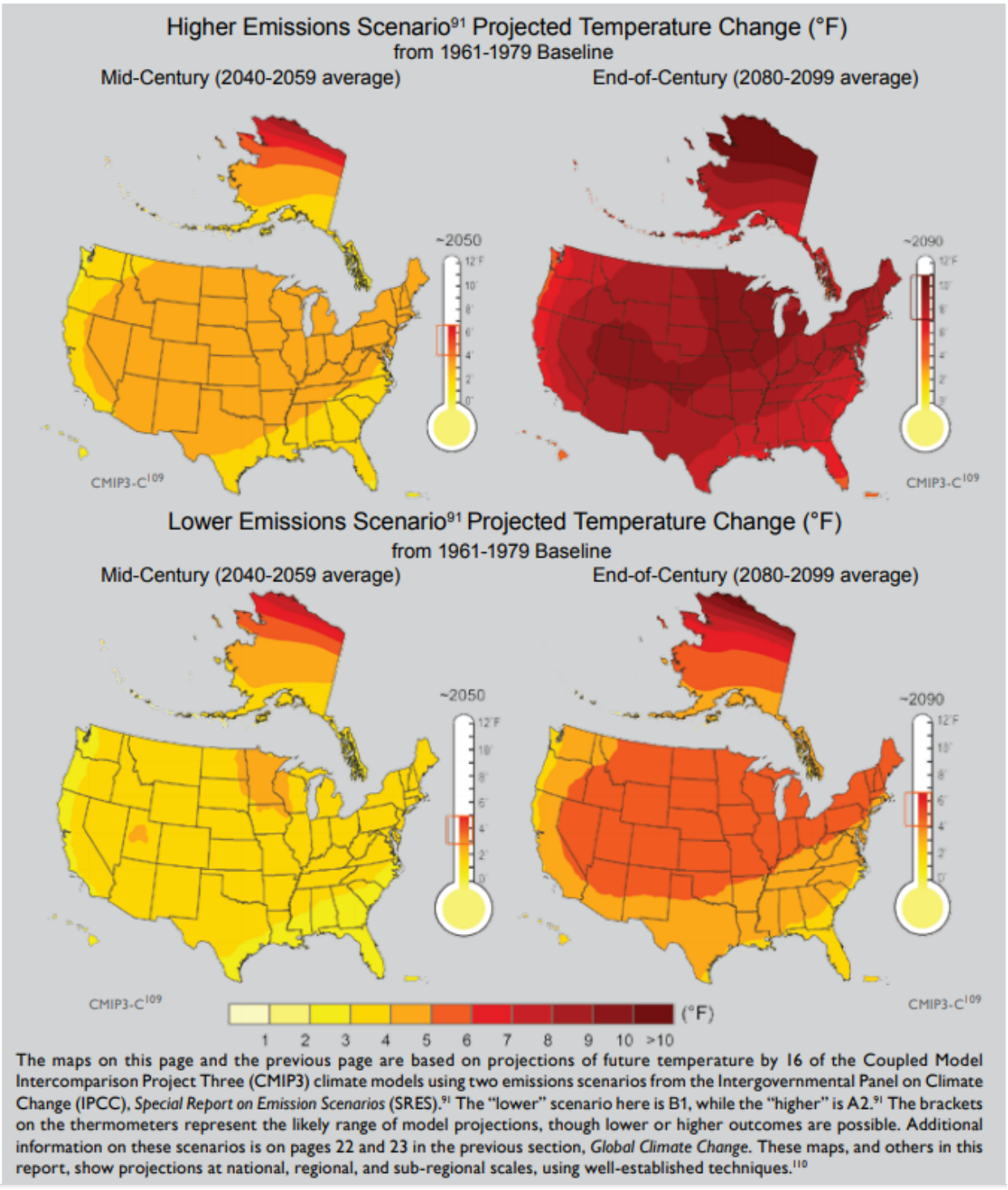
**Regional Emissions by County**



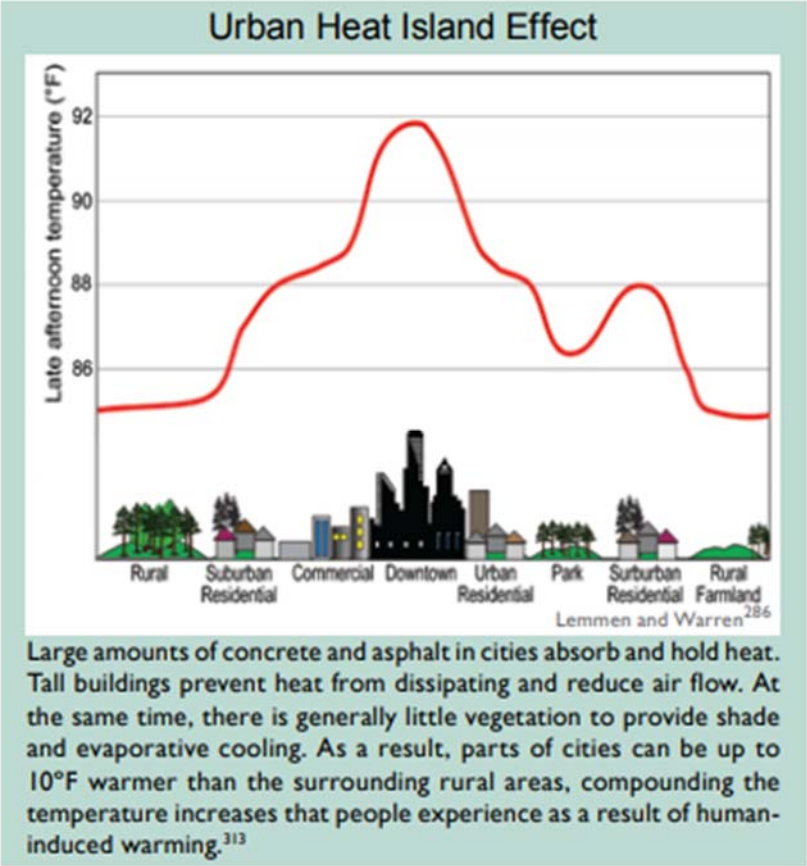



**Source:** U.S. Department of Agriculture




The maps on this page and the previous page are based on projections of future temperature by 16 of the Coupled Model Intercomparison Project Three (CMIP3) climate models using two emissions scenarios from the Intergovernmental Panel on Climate Change (IPCC), *Special Report on Emission Scenarios* (SRES).[91] The "lower" scenario here is B1, while the "higher" is A2.[91] The brackets on the thermometers represent the likely range of model projections, though lower or higher outcomes are possible. Additional information on these scenarios is on pages 22 and 23 in the previous section, *Global Climate Change*. These maps, and others in this report, show projections at national, regional, and sub-regional scales, using well-established techniques.[110]

**Source:** Global Changes, Climate Impacts Report




**Source:** Global Changes, Climate Impacts Report

# Chapter 3 - Transportation Element

The Transportation Element (TE) outlines a proactive approach to moving residents, commuters, and tourists around the City of Miami Beach in a safe and accessible manner. This Element's policies are complimentary to the Goals, Objectives and Policies in the City's Resilient Land Use and Development Element and the Resiliency and Sustainability Element. The Element promotes mobility, economic growth and resiliency within the limited land area of the City, and supports the City's efforts in storm hardening and decreasing the City's carbon footprint.

**Summary of Element Revisions:**

- Improves internal consistency and clarity.
- Updates Goals, Objectives, and Policies to be consistent with changes in state law.
- Removes citations to obsolete Florida Statutes and Florida Administrative Code sections.
- Modifies the organization of the Element to improve usability.
- Incorporates polices to establish a transportation concurrency exception area and a mobility fee program.
- Removes references to transportation concurrency management areas and levels of service.
- Provides policies authorizing the City to create pedestrian priority zones.
- Incorporates additional policies to support the use of alternative modes of transportation.
- Incorporates policies to support the City's circulator trolleys.
- Provides policies to support the City's initiatives to improve bicycle infrastructure.
- Provides guidance and standards for the preparation of transportation analyses and mitigation plans.
- Provides policies to encourage the City to study freight loading patterns and mitigate the impacts of freight loading on the transportation network.
- Provides policies to encourage parking garages to be designed to be convertible to other uses.
- Provides polices to encourage resiliency through transportation infrastructure, such as pervious pavements, blue and green infrastructure, and reduction in the urban heat island effect.
- Updates references and departmental citations.

**Supporting Studies and Master Plans**

- Transportation Master Plan (2016)
- Street Design Guidelines (2016)
- Miami Beach Sidewalk Report (2017)
- Miami Beach Bicycle Pedestrian Master Plan (2015)
- Miami Beach Florida: Stormwater Management and Climate Adaptation Review, *Urban Land Institute* (2018)
- Miami Beach Blueways Master Plan (2017)
- Miami Beach Citemextrix Analysis Report (2016)

**Supporting Data & Analysis**

The City has adopted a Transportation Master Plan (TMP) in 2016 which is designed to provide future direction for the City's transportation system. It will be integrated into the City of Miami Beach

2025 Comprehensive Plan. In addition, the TMP recommends amendments to the Transportation Element of the Comprehensive Plan which will be considered in this update.

In recognition of the growth in population, future traffic and transit conditions will be forecasted into the year 2035. In an effort to provide guide for future transportation strategies, the TMP has generated a project list for the City of Miami Beach, composed of multi-modal projects, and will analyze new prospects for funding the future endeavors and potential policy. Below are the existing conditions for all modes of travel, as presented in the 2016 TMP.

**Existing Conditions**[1]

Bicyclists and Pedestrians

- 29.5 miles of bicycle network
- 7.0 miles of bicycle lanes
- 17.0 miles of bicycle lanes
- 4.8 miles of shared paths
- 11% of residents utilize biking and walking as their primary mode of transportation
- 3.5% of people ride bikes to work
- 9.9% of people walk to work
- 5 pedestrian bridges

Transit

- 119 transit routes
- Maximum of 17,046 daily boardings and alightings
- 3 stops reach that up to 950 daily boardings each
- 11% of residents using transit as primary mode of transportation
- 13.3% of people ride city transit to work
- Average transit speeds are as low as 5 MPH
- Three existing local transit routes:
    - North Beach Trolley Loop
    - South Beach Circulator
    - Alton-West Avenue Trolley Loop
- 362 transit stops
- 13 regional transit routes
- 3 local transit routes

Automobiles

- 22.6 miles of arterial roadways
    - 2 north-south arterials
    - 4 east-west arterials

[1] City of Miami Beach Transportation Master Plan (2016)

- SR A1A / Collins Avenue is the only road directly connecting the north and south ends of the City
- 8 major roads with a level of service “E” or worse
- Daily traffic volumes ranging up to 105,000 on MacArthur Causeway and Julia Tuttle Causeway

- 8,425 city-wide crashes from 2011-2013
    - 310 involved a pedestrian
    - 166 involved a bicyclist

**Mobility Fee**

The adoption of a Transportation Mobility Fee to replace the current Transportation Concurrency Fees is included in the transmittal packet as it is proposed for concurrent adoption with the EAR base amendments. Since the State’s 2011 repeal of Transportation Concurrency, many cities have enacted alternative methods of funding transportation needs provided for in the Florida Statutes, Section 163.3180, “Concurrency”.

Mobility Fees are an option that replaces concurrency and road impact fees. They function as a payment toward multi-modal improvements identified in a list of projects that are planned to accomplish the City’s transportation objectives. Instead of using the common practice of road widening to increase vehicle capacity, the priority in Miami Beach is given to non-automobile modes of travel, making transit and rideshare more convenient, and increasing safety for bicycle and pedestrian travel.

Instead of the Concurrency Fee, developers would pay a fee that is based on the type of new use and customized for the unique character of Miami Beach’s transportation mode share. The fee is calculated in a manner that takes into account the use of all modes of travel, including private automobiles, transit, pedestrian, bicycle and “other”; along with a thoroughly analyzed formula detailed in the technical analysis. The technical analysis to support the Mobility Fees is to be included by reference in the Land Development Code along with a fee schedule.

# Chapter 4 - Housing Element

The Housing Element (HE) of the Comprehensive Plan serves as a guide to achieve an inclusive and vibrant community. The Goals, Objectives and Policies in the Housing Element work to provide equitable housing options to support the City's socio-economically diverse population and ensures that all residents of the City have access to quality, energy efficient housing.

**Summary of Element Revisions:**

- Improves internal consistency and clarity.
- Updates Goals, Objectives, and Policies to be consistent with changes in state law.
- Removes citations to obsolete Florida Statutes and Florida Administrative Code sections.
- Modifies the organization of the Element to improve usability.
- Incorporates policies to provide guidance on the location of affordable and workforce housing.
- Provides policies to provide for more energy-efficient housing within the City.

**Supporting Studies & Master Plans:**

- Miami Beach Sustainability Plan https://www.miamibeachfl.gov/wp-content/uploads/2017/12/City-of-Miami-Beach-Sustainabilty-Plan_FINAL.pdf
- Resilient 305

**Supporting Data & Analysis:**

The overview of housing needs summarizes the housing needs of the community over the next five years. The quantitative analysis identifies both the current housing need and projected future housing need for Miami Beach. The Housing Needs Analysis identifies the following critical needs:

- Approximately 49% of all households are at or below 80% AMI.
- About 19% of all households are at, or below 30% AMI, represented by a significant number of elderly residents.
- Almost half (46%) of the households at or below 30% AMI have a household member over 62 years of age, and 27% of those households have a member over 75 years of age.
- Hispanic households that have income of less than 30% AMI, represent nearly 64% of the households with at least one severe housing problem within that income category.
- Waiting list for Rebecca Towers South consists of 656 applicants, of which 38% are extremely low income.
- The waiting list for the Section 8 Housing Choice Voucher Program consists of 1204 applicant households
- Approximately 4,300 housing units have the potential of a Lead-Based Paint hazard.
- There is a total of 21,175 low to moderate-income households in Miami Beach.
- In 2009, 11,202 individuals living with HIV/AIDS in the County were in need of housing assistance, only 1,291 units were subsidized (Source: Miami-Dade County 5-Year Consolidated Plan).
- Approximately 73% of the housing units in Miami Beach were constructed prior to 1979.

**Household Need**

Household need is calculated by determining the number of households with any type of housing problem. For purposes of this analysis, housing problems are defined as any occupied units lacking complete kitchen facilities, lacking plumbing, having more than 1.01 persons per room (i.e. overcrowded) or costing more than 30 percent of the occupant household's income (i.e. cost-burdened).

**Types of Households**

- ***Family:*** Housing serving the general population (as well as special needs households) with qualifying income.
- ***Elderly:*** Units designated for those at least 62 years of age (or in some instances, 55 years and older).
- ***Disabled:*** Housing units servicing households where one or more person experiencing a physical or mental disability.
- ***Homeless:*** Housing assistance for the homeless.

**Household Need by Income**

Within this report, area median income refers to the median family income established annually by the U.S. Department of Housing and Urban Development (HUD). In 2018, the area median income for Miami-Dade County is $52,300.[2] According to HUD guidelines, low-income households earn less than 80% of the area median income (AMI).

- **Extremely Low-income:** At or below 30% AMI
- **Very Low-income:** Between 31% and 50% AMI
- **Low-income:** Between 51% and 80% AMI

The Comprehensive Housing Affordability Strategy (CHAS) information was used to identify housing problems within Miami Beach. The U.S. Department of Housing and Urban Development, in conjunction with the U.S. Census Bureau, provides a CHAS Analysis for all local jurisdictions. The tables below outline the households by income.

[2] **Source:** Miami-Dade County Website

Total Renter Occupied Households in Miami Beach by Income

| Income | 2010 Census | 2016 Estimate | 2040 Projection |
|---|---|---|---|
| Extremely Low-Income | 6,241 | 6,735 | 8,456 |
| Very Low-Income | 4,831 | 5,155 | 6,229 |
| Low-Income | 5,235 | 5,542 | 6,166 |
| Moderate to Upper Income | 6,787 | 7,146 | 7,703 |
| TOTAL HOUSEHOLDS | 23,094 | 24,578 | 28,554 |

Source: Shimberg Center for Housing Studies
http://flhousingdata.shimberg.ufl.edu/comprehensive-plan-data/results?nid=4348

Total Owner Occupied Households in Miami Beach by Income

| Income | 2010 Census | 2016 Estimate | 2040 Projection |
|---|---|---|---|
| Extremely Low-Income | 1,911 | 2,118 | 2,899 |
| Very Low-Income | 2,177 | 2,420 | 3,365 |
| Low-Income | 1,904 | 2,105 | 2,769 |
| Moderate to Upper Income | 4,657 | 5,099 | 6,339 |
| TOTAL HOUSEHOLDS | 10,649 | 11,742 | 15,372 |

Source: Shimberg Center for Housing Studies
http://flhousingdata.shimberg.ufl.edu/comprehensive-plan-data/results?nid=4348

Total Households in Miami Beach by Income

| Income | 2010 Census | 2016 Estimate | 2040 Projection |
|---|---|---|---|
| Extremely Low-Income | 8,152 | 8,853 | 11,355 |
| Very Low-Income | 7,008 | 7,575 | 9,594 |
| Low-Income | 7,139 | 7,647 | 8,935 |
| Moderate to Upper Income | 11,444 | 12,245 | 14,042 |
| TOTAL HOUSEHOLDS | 33,743 | 36,320 | 43,926 |

Source: Shimberg Center for Housing Studies
http://flhousingdata.shimberg.ufl.edu/comprehensive-plan-data/results?nid=4348

**Public and Assisted Housing**[3]

The Public and Assisted Housing section reviews eligibility guidelines, identifies assisted housing inventory and outlines local government programs.

Eligibility Guidelines

Specific eligibility requirements and/or income restrictions for assisted housing facilities are determined by the program used to fund the project. While some developments target special needs populations such as the elderly, homeless or disabled, most housing programs provide assistance to individuals and families earning below 80% of the area median income. Each year, the U.S. Department of Housing and Urban Development (HUD) determines specific income

[3] **Source:** Department of Housing and Urban Development

limitations for extremely low-, low- and moderate-income families based on family size. The chart below illustrates the income limits for Miami Beach in 2018.

Miami Beach Income Limits (2018)[4]

| Miami Beach 2018 Income Limits | | | |
|---|---|---|---|
| Household Size | Extremely Low 0-30% AMI | Very Low 31-50% AMI | Low 51-80% AMI |
| 1 | $16,550 | $27,550 | $44,100 |
| 2 | $18,900 | $31,500 | $50,400 |
| 3 | $21,250 | $34,450 | $56,700 |
| 4 | $25,100 | $39,350 | $62,950 |
| 5 | $29,420 | $42,500 | $68,000 |
| 6 | $33,740 | $45,650 | $73,050 |
| 7 | $38,060 | $48,800 | $78,100 |
| 8 | $42,380 | $51,950 | $83,100 |

**Assisted Rental Housing Inventory**

Because this element largely deals with housing services, it is important to understand the varying types of housing arrangements. Below is a delineation of housing categories within the assisted housing inventory:

- **HOME Investment Partnership Program (HOME):** Projects targeting families earning less than 60% AMI can qualify for non-amortized, low-interest loans from the state for acquisition, construction or rehabilitation costs.
- **HUD Rental Assistance:** HUD provides rental subsidies to low-income families through its Section 8 voucher programs. Additional rental assistance programs are available for the elderly (Section 202) and persons with disabilities (Section 811).
- **HUD Section 207/223(f):** HUD insures mortgage loans to facilitate the purchase or refinancing of existing multifamily rental housing.
- **HUD Section 236:** HUD subsidizes the interest payments on mortgages for rental or cooperative housing owned by private nonprofit or limited-profit landlords and rented to low-income tenants.
- **Low-income Housing Tax Credits:** Both a non-competitive 4% tax credit and a competitive 9% tax credit program is available through the state for new construction, acquisition and rehabilitation of affordable rental housing households earning less than 60% AMI.
- **Predevelopment Loan Program (PLP):** State program provides below-market interest rate financing and technical assistance to non-profit organizations for pre-development activities to plan, finance and develop affordable housing.
- **State & Local Bonds:** Either the state or local housing authority may issue Multifamily Mortgage Revenue Bonds (typically tax-exempt) to finance below market rate units. While there may be set-aside and/or income requirements, there are no rent restrictions.

[4] **Source:** Miami-Dade County Income Limits **Note:** Area Median Income is $52,300.

- **State Apartment Incentive Loan (SAIL):** Funded through Florida's Housing Trust Fund, the program provides low-interest gap financing to affordable housing developers.
- **Community Development Block Grant (CDBG):** The City has prioritized CDBG funds to address significant needs in its residential affordable housing portfolio to ensure safe, decent and sanitary housing for the residents. The City has rehabilitated the London House (24-units) and in the process of rehabilitation the Lottie (9-units), Madeleine Village (16-units) and the Neptune Apartments (35-units)
- **State Housing Initiatives Partnership (SHIP)-** The City utilizes annual SHIP allocations to fund the following activities: Purchase assistance under the First Time Homebuyer Program, Homeowner Rehabilitation Assistance, Multi-Family Rental Rehabilitation (for income-eligible multi-family housing developments) and Disaster Recovery. In FY 16/17, the City assisted three income-eligible household with funds to purchase a unit and perform minimal improvements and provided funds to one multi-family rehabilitation project. In FY 17/18, the City assisted four households with funds to purchase a unit and perform minimal improvements and two households with homeowner rehabilitation assistance.

Financial assistance for the aforementioned programs is derived from the U.S. Department of Housing and Urban Development (HUD), Florida Housing Finance Corporation (FHFC), Miami-Dade County, and the City of Miami Beach.

**Public Housing**

According to the inventory of assisted rental housing compiled by the Florida Housing Data Clearinghouse, the City of Miami Beach has 1,913 rental units that have received some type of government assistance.

Subsidized Renter-Occupied Housing

| Property Name | Address | Units |
|---|---|---|
| Funded by CMB | | |
| Allen Apartments | 2000 Washington Avenue | 39 |
| Crespi Park Apartments | 1023 79 Street | 16 |
| Fernwood Apartments | 935 Pennsylvania Avenue | 18 |
| Jefferson Apartments | 542 Jefferson Avenue | 27 |
| Knightsbridge | 7133 Bay Drive | 2 |
| London House Apartments | 1965 and 1975 Washington Avenue | 24 |
| Lottie Apartments | 530 75 Street | 9 |
| Madeleine Village | 7861 and 7871 Crespi Blvd. | 16 |
| Madison Apartments | 259 Washington Avenue | 17 |
| Meridian Place | 530 Meridian Avenue | 36 |
| Michigan 530 | 530 Michigan Avenue | 9 |
| Michigan 532 | 532 Michigan Avenue | 18 |
| Neptune Apartments | 1632 Meridian Avenue | 35 |

| | | |
|---|---|---|
| Sabrina Apartments | 1551 Pennsylvania Avenue | 20 |
| Shelbourne House | 710 Jefferson Avenue | 24 |
| Steven E. Chaykin Apts | 321 Michigan Avenue | 30 |
| Villa Maria | 2800 Collins Avenue | 34 |
| Waterway Village | 1945 Calais Drive | 10 |
| Westchester | 516 15 Street | 24 |
| Allen Apartments | 2000 Washington Avenue | 39 |
| | **Subtotal** | **408** |
| Non CMB Funded | | |
| Ann-Ell Apartments | 700 Euclid Avenue | 44 |
| Blackstone Apartments | 800 Washington Avenue | 130 |
| Cielo Apartments | 1930 Marseille Drive | 18 |
| Council Towers North | 1040 Collins Avenue | 125 |
| Council Towers South | 533 Collins Avenue | 125 |
| Douglas Gardens | 1960 Park Avenue | 22 |
| Edward Apartments | 935 Collins Avenue | 112 |
| Federation Towers | 757 West Avenue | 113 |
| Four Freedoms House | 3800 Collins Avenue | 179 |
| Harding Village Apartments | 8500 and 8540 Harding Avenue | 92 |
| Lois Apartments | 211 Collins Avenue | 16 |
| London Arms | 727 Collins Avenue | 24 |
| Lulav Square | 628 Lenox Avenue | 140 |
| Rebecca Towers North | 200 Alton Road | 200 |
| Rebecca Towers South | 150 Alton Road | 200 |
| Riviera | 337 20 Street | 56 |
| Shep Davis Plaza | 220 23 Street | 49 |
| Stella Maris | 8638 Harding Avenue | 136 |
| Swezy | 1200 Pennsylvania Avenue | 10 |
| Villa Matti | 221 28th Street | 36 |
| 1158 Marseille Drive | 1158 Marseille Drive | 4 |
| 1168 Marseille Drive | 1168 Marseille Drive | 4 |
| 405 76 Street | 405 76 Street | 4 |
| 841 80 Street | 841 80 Street | 4 |
| Henderson Court | 328 Jefferson Avenue | 5 |
| Leonard Turkel Residences | 234 Jefferson Avenue | 21 |
| | **Subtotal** | **1869** |
| Under Development | | |
| Section 8 Vouchers | Housing Authority Jurisdiction | 3407 |
| | **Subtotal** | **3407** |

| | | |
|---|---|---|
| | **Total** | **5703** |

**Affordable Housing Programs**[6]

- The City receives funds from the U.S. Department of Housing & Community Development (HUD) and the State Housing Initiative Program (SHIP) annually for a variety of programs including Public Services and Capital Improvements. However, for the past several years these awards have been declining.
- The Section 8 Program is operated directly by the Housing Authority of the City of Miami Beach. The number of units in Miami Beach receiving assistance from the Section 8 Program is estimated to be around 1100 and is not accepting applications.
- The Office of Housing & Community Services is now managing the Homeowner Rehab program being funded through the State Housing Initiative Program (SHIP).

**Expiring Uses**

Of the 1,913 assisted units, up to 486 are in danger of being lost in the next five years to contract expiration and expiring affordability periods. Still, many contracts are renewed on an annual basis and it is likely that many of these affordable units will not actually be lost.

**Homeownership Programs**

Similar to the rental development, there are a wide variety of homeownership programs. Most offer either direct assistance to the homeowner or land and financial contributions to the developer. Assistance can be in the form of a grant or a loan. Some of the more common programs offered in Florida include the State Housing Initiatives Program (SHIP), Florida Housing Ownership Assistance Program (HAP), Predevelopment Loan Program (PLP) and Community Workforce Housing Innovation Pilot Program (CWHIP). Additional subsidies are also offered through the private sector and local government entities.

While homeownership programs provide assistance for low- and moderate-income households and, in some instances workforce housing, they are not generally considered part of the assisted housing inventory. This is due to the fact that in the absence of resale restrictions, many of the affordable owner-occupied units are quickly lost to the market.

Miami-Dade County is the only county in Florida with a local Documentary Surtax Stamp Program[11] for affordable housing. Established in 1984, the surtax collects $0.45 on every $100 of recorded commercial property sales. The funds are used for a wide-range of housing programs that assist both rental and homeownership projects. From 1984 to 2011, the Surtax Program has provided the following:

- 7,128 low-to-median income families with low-interest second mortgages, allowing them to become first-time homeowners.

[6] **Source:** City of Miami Beach Environmental Scan 2016

[11] http://www.miamidade.gov/housing/surtax.asp#0

- Homebuyer counseling, which has kept the mortgage default rate to less than 1.1% among Surtax Program participants.
- Low-cost construction financing that has allowed the County to partner with not-for-profit and for-profit affordable housing developers to produce over 15,000 affordable multi-family rental units.
- At least 50% of Surtax funds have benefitted low-income families.

The City of Miami Beach has also targeted funding from the Miami Beach Redevelopment Agency (RDA) for affordable and workforce housing (0-120% AMI). To date, the RDA has invested $13 million to purchase and rehabilitate Meridian Place Apartments, the Allen Apartments, Barclay Hotel, and London House. The rental development was managed by the Miami Beach Community Development Corporation. Meridian Place Apartments and the Allen Apartments is an affordable housing property for elderly residents currently owned and operated by MBCDC. In 2015, the City acquired the Barclay Plaza Apartments and the London House from MBCDC after a review of their projects and operations revealed a variety of operational and compliance lapses which jeopardized the projects and raised concerns regarding MBCDC's operational capacity. The London House has since been rehabilitated and is fully operational with a total of 24 affordable housing units. The City Commission directed the Administration to issue and RFP to identify a Public-Private Partnership to develop the Barclay Plaza Apartments as workforce housing. An RFP was issued in 2017, however the one applicant was deemed unresponsive. The City is currently working with a consultant to assist in the issuance of an RFQ to develop the Barclay as workforce housing.

The City has partnered with Mount Sinai Medical Center on a housing development to serve its workforce. The hospital received a $5 million grant from the Community Workforce Housing Innovation Program for the Lowenstein Building.

**Housing Authority of the City of Miami Beach**

The Housing Authority of the City of Miami Beach (HACMB) is a public housing authority created by Section 421.04, Florida Statues, and operates as an independent housing agency with a five-member Board of Commissioners appointed by the City of Miami Beach. The mission of HACMB is to provide those in need with quality, affordable housing in economically mixed settings while promoting resident self-sufficiency and fostering strong neighborhoods.

Currently, the HACMB oversees the City's public housing and private rental housing (Section 8) programs. In 1975, the HACMB constructed Rebecca Tower South, a thirteen-story elderly designated Public Housing building with 200 units (120 efficiencies and 72 one bedrooms, and 8 two bedrooms). The following year, the HACMB completed Rebecca Tower North, a thirteen-story elderly designated Section 8 New construction building constructed with 200 units (120 efficiencies and 80 one bedrooms). HACMB also owns a historic three-story building at 211 Collins Avenue. The 16 units (1 efficiency, 11 one bedrooms, 4 two bedrooms) are rented to Section 8 Housing Choice Voucher holders. In all, the HACMB administers 3,407 Section 8 vouchers. HACMB also administers Homeownership and Family Self-Sufficiency programs. HACMB is developing additional units of affordable rental or homeownership units. Their most recent developments include the 30 unit Steven E. Chaykin Apartments, the 21 unit Leonard Turkel Residences, and the five-unit Henderson Court historic building.

**Improvements to Housing Authority**
The HACMB recently completed its 5-year strategic plan and identified key goals.

To achieve its goals, the HACMB developed 51 new units for the elderly, rehabilitated a five-unit historic building, renovated Rebecca Towers, and is constantly improving Homeownership and Family Self-Sufficiency programs. In accordance with its Section 504 needs assessment, HACMB also updated Rebecca Towers to be ADA compliant.

## HOUSING INVENTORY

While the housing supply represents the number of units available at any given time, the housing inventory refers to the total number of housing units found within the City limits. In 2016, there were approximately 69,771 housing units in Miami Beach. Originally built as a vacation resort and destination, most of the units in Miami Beach are small studio efficiencies and one-bedroom units, and nearly all of the housing in the City (92%) is multifamily units (from townhouses to high-rises). The table below identifies existing housing in Miami Beach.

The housing inventory in Miami Beach is diversified not only by housing type but also by the age of the housing units. There has been considerable new housing construction in the City since 2000 with 8,533 new units added. However, the majority of housing consists of older developments: approximately 56,000 housing units were built more than twenty-five years ago, half of which are more than fifty years old.

**Substandard Housing**
Substandard housing in the City of Miami Beach is predominately a matter of overcrowding rather than substandard physical conditions. The following table sets forth the number of substandard housing units, and the basis for such conditions, estimated in the American Community Survey.

Substandard Housing in Miami Beach[7]

| **Housing Condition** | % | 2016 |
|---|---|---|
| Lacking complete kitchen/plumbing facilities | 1.6% | 2,710 |
| Overcrowded | 6.0% | 2,663 |
| **Total Substandard** | 7.2% | 5,373 |

More than half of the housing stock was built between 1950 and 1979 which suggests that rehabilitation is necessary, even in those properties that have been generally well-maintained throughout the years. This also suggests that there is a risk of lead-based paint existing in many of the properties as most of the City's residential buildings were constructed prior to the banning of lead paint.

[7] Source: U.S. Census Bureau, 2012-2016 American Community Survey, 5-Year Estimates

**Definitions**
Substandard Unit: A housing unit that does not meet local housing building codes and/or does not meet HUD Housing Quality Standards (HQS).

Substandard condition but suitable for rehabilitation: A substandard unit that based on reasonable cost of rehabilitation or historical significance, should be saved and rehabilitated.

**Condition of Units**

| Condition of Units | Owner-Occupied | | Renter-Occupied | |
|---|---|---|---|---|
| | Number | % | Number | % |
| With one selected Condition | 7,508 | 46% | 14,678 | 54% |
| With two selected Conditions | 60 | 0% | 1,401 | 5% |
| With three selected Conditions | 0 | 0% | 63 | 0% |
| With four selected Conditions | 0 | 0% | 0 | 0% |
| No selected Conditions | 8,586 | 53% | 11,016 | 41% |
| ***Total*** | ***16,154*** | ***99%*** | ***27,158*** | ***100%*** |

| Year Unit Built | Owner-Occupied | | Renter-Occupied | |
|---|---|---|---|---|
| | Number | % | Number | % |
| 2000 or later | 1,331 | 8% | 2,333 | 9% |
| 1980-1999 | 3,141 | 19% | 3,877 | 14% |
| 1950-1979 | 8,020 | 50% | 14,081 | 52% |
| Before 1950 | 3,662 | 23% | 6,867 | 25% |
| ***Total*** | ***16,154*** | ***100%*** | ***27,158*** | ***100%*** |

**Inventory of Mobile Home Parks**
There are no mobile home parks or subdivisions in Miami Beach.

**Projected Demand for Housing**
The overall housing need is to maintain the total number of housing units at a minimum of 69,771 which is an amount equal to the total number of households (plus an adequate vacancy rate) projected to reside in Miami Beach in 2040.

In 2016 there was an estimation of 69,771 housing units in the City of Miami Beach, a 2.6% increase from 67,966 in 2010. In 2016, there were 44,190 households living in Miami Beach, with an average household size of 2.05. Approximately 25,581units were vacant or second homes. Many property owners are renting out their properties through short term vacation rental businesses which have increased in popularity in the past few years. Housing unit information will be updated as the City's property tax roll from Miami-Dade County is received in July of each year.

**Land Requirements for the Estimated Housing Need**

The City of Miami Beach is 7.1 square miles in size, and is bounded by three other municipalities (Miami (west of Biscayne Bay), North Bay Village, and Surfside), Biscayne Bay and the Atlantic Ocean. It consists of a number of islands interconnected with bridges and also a portion of Fisher Island, which is separated by Government Cut and connected to the City via a ferry service from Terminal Island in the City proper. The City has not expanded in land area since the date of the last EAR and does not expect to expand in the future.

Currently, the City's estimated population is 91,784 persons[8] after a slow decline from 2000-2010, followed by a slow increase from 2010 to present. The City's population is projected to continue to slowly rise. Based on the U.S. Census, the City's population is estimated to rise to about 105,144 by 2040.

As noted above, the current number of existing housing units is estimated at approximately 69,771. These figures would suggest that units would need to be added during the 22 years between 2018 and 2040 to accommodate the expected population increase. While the City's land use data indicates that the City is virtually built out, there is some potential for redevelopment, and the small number of additional housing units projected to be needed could certainly be accommodated within this scenario by envisioning slightly more residential development in areas that permit mixed uses of both residential and commercial. Since the economic recession, development has recovered, and it continues to grow, along with construction.

**Existing Housing Delivery System**

The City of Miami Beach contains nominal vacant land and is considered a built-out community. Development of new housing is predominantly the result of rehabilitation of existing residential properties and/or the re-use of historic buildings such as former hotels. A significant amount of existing rental housing stock has been converted to condominium ownership in recent years. While the majority of housing is for owner occupants, a part of this inventory is made available to the rental market, particularly in the case of condominium units. The housing delivery system in the City of Miami Beach also includes private multi-family rental housing properties. There appears to be ample private sector capacity to satisfy anticipated demand for most housing. Non-profit affordable housing providers, particularly community development corporations, and the Housing Authority of the City of Miami Beach work closely with the City to address the housing needs of very low- to low-income households.

Private financing for acquisition, redevelopment and purchase of housing has been readily available in recent years. However, current economic conditions have severely tightened both commercial and residential lending in Miami-Dade County.

There are resources to assist qualified low-income homebuyers to purchase homes through local banks and government programs such as those offered by the Miami-Dade Housing Finance Authority and the Florida Housing Finance Agency. The City of Miami Beach reviews funding applications for housing initiatives. The Committee is a 7-member board that meets monthly, with the exception of August. City Commissioners appoint members of the Committee.

[8] Source: U.S. Census Bureau, 2012-2016 American Community Survey, 5-Year Estimates

**Public Sector Funding Sources Available**
The following funding sources support housing activities within the City of Miami Beach:

RDA- Redevelopment Agency Funds: Miami Beach Redevelopment Agency provides funding for affordable and workforce housing in target areas. The RDA has invested in four affordable housing projects since 2007.

CDBG- Community Development Block Grant: Federal funds are allocated to entitlement communities to improve housing conditions, infrastructure, and expand economic opportunities for low-income persons. The City's CDBG funds are used for, purchase assistance and affordable housing acquisition and rehabilitation.

HOME- Home Investment Partnership Funds: The City's federal HOME funds are used primarily for the rehabilitation of units. Funds will be set aside for a certified Community Housing Development Organization (CHDO) to undertake eligible HOME activities.

NSP I- Neighborhood Stabilization Program I: The City received HUD stimulus funds through the State of Florida's Department of Community Affairs to purchase and rehabilitate foreclosed or abandoned multi-family buildings for use as rental housing for income-qualified households.

SHIP- State Housing Initiative Partnership: Annual allocation of SHIP funds support owner-occupied housing rehabilitation, first-time homeowner assistance, and homeowner rehabilitation, as well as affordable rental housing renovation.

**Additional Public Sector Leverage Resources**
Housing developers can seek financing or subsidies for affordable housing from the following sources:

Miami Dade County Documentary Surtax Funds: Documentary stamp revenue collected by Miami-Dade County is directed toward housing-related projects throughout the County.

SAIL-State Apartment Incentive Loan Program: The state program provides low-interest loans on a competitive basis to affordable housing developers each year. This money often serves to bridge the gap between the development's primary financing and the total cost of the development. SAIL dollars are available to individuals, public entities, not-for-profit or for-profit organizations that propose the construction or substantial rehabilitation of multifamily units affordable to very low-income individuals and families.

Predevelopment Loan Program: The state program provides below-market interest rate financing and technical assistance to non-profit organizations for pre-development activities to plan, finance and develop affordable housing.

LIHTC-Low Income Housing Tax Credit Program and Tax Exempt Bonds: The LIHTC program provides an allocation of federal tax credits that are used for the construction or rehabilitation of rental housing that must remain affordable to low-income households for 15 years or more. Rent restrictions are also in place. Tax-exempt bonds provide below market-rate loans to nonprofit and for-profit developers who set aside a certain percentage of their apartments for low-income

households. The program requires that at least 20% of the units be set aside for households earning at or below 50% of the area median income. The developer may also opt to set aside 40% of the units for households earning at or below 60% of area median income.

Section 202 and 811 Programs: Federal programs designed to promote new construction or substantial rehabilitation of housing by non-profit organizations for the elderly or persons with disability.

**Housing Sale Trends**

In the first five years of the 21st century, the entire nation witnessed an unprecedented housing boom, with appreciation in South Florida drastically outpacing other regions of the country. As property values soared, the median price for a single family home in Miami-Dade County more than doubled in five years reaching a high of $401,100 in May 2007.

While there has been significant appreciation in the housing market since 2000, market stabilization began in 2006. With the recession in full force by 2010 and 2011, single family home and condominium prices were at a low. According to the Florida Housing Data Clearinghouse, the median sale price for a single family home in Miami Beach was as low as $825,000 in 2009, and the median sales price for a condominium dropped to $245,000 in 2011. Since these low points, the home values have been increasing. In 2017, the value for a single family home rose to $1,418,750 and the value for a condominium is $322,500.[9]

**Housing Rent Trends[12]**

The average rent rose from $581 in 2000 to $985 in 2013 - a 70% increase. Current HUD Fair Market monthly rents in Miami Beach are shown in the table below.

| ZIP Code | Efficiency | One-Bedroom | Two-Bedroom | Three-Bedroom | Four-Bedroom |
|---|---|---|---|---|---|
| 33139 | $1,310 | $1,600 | $2,030 | $2,690 | $3,260 |
| 33140 | $1,240 | $1,520 | $1,930 | $2,570 | $3,110 |
| 33141 | $1,020 | $1,240 | $1,580 | $2,100 | $2,540 |

The City of Miami Beach has also targeted funding from the Miami Beach Redevelopment Agency (RDA) for affordable and workforce housing (0-120% AMI). To date, the RDA has invested $13 million to purchase and rehabilitate Meridian Place Apartments, the Allen Apartments, Barclay Hotel, and London House. The rental development was managed by the Miami Beach Community Development Corporation. Meridian Place Apartments and the Allen Apartments is an affordable housing property for elderly residents currently owned and operated by MBCDC. In 2015, the City acquired the Barclay Plaza Apartments and the London House from MBCDC after a review of their projects and operations revealed a variety of operational and compliance lapses which jeopardized the projects and raised concerns regarding MBCDC's operational capacity. The London House has since been rehabilitated and is fully operational with a total of 24 affordable

[9] Source: Shimberg Center, Florida Housing Data Clearinghouse

[12] Source: City of Miami Beach Housing and Community Services

housing units. The City Commission directed the Administration to issue and RFP to identify a Public-Private Partnership to develop the Barclay Plaza Apartments as workforce housing. An RFP was issued in 2017, however the one applicant was deemed unresponsive. The City is currently working with a consultant to assist in the issuance of an RFQ to develop the Barclay as workforce housing.

The City has also partnered with Mount Sinai Medical Center on a housing development for its workforce. Mount Sinai received a $5 million grant from the Community Workforce Housing Innovation Program.

**Obstacles**

Obstacles for meeting underserved needs continue to be funded. With the increased value of housing and land, developing new affordable housing units will continue to be an obstacle. Additional obstacles include the availability and cost of housing, reduced State and Federal funds, as well as competition among the low-income and median-income workforce households.

**Affordable Housing – Removing Barriers**

The City of Miami Beach has implemented “the expedited processing of permits for affordable housing projects” and “an ongoing process for review of local policies, ordinances, regulations and comprehensive plan provisions that impact the cost of housing.” This incentive gives priority to designated affordable housing projects when scheduling Pre-Design Conferences with all relevant agencies including but not limited to: Fire, Planning and Zoning, Building, Historic Preservation, Public Works, Americans with Disabilities Act (ADA), and the Housing and Community Development Division of the Office of Housing and Community Services. Also, when the plans are ready for permitting, first priority is provided.

In 2007, the City established the Cultural Arts Neighborhood District Overlay (CANDO) and committee. The mission of CANDO is to stimulate the creation of affordable housing (that meets Federal and State income guidelines) for cultural workers, encourage arts-related businesses to establish within the district and reverse the gentrification process whereby high rents and property values displace artists, art galleries and cultural activities from this area. The boundaries of the CANDO district are: 24th Street and North Lincoln Lane on the south and the Atlantic Ocean on the east.

The CANDO district crosses over several zoning districts with different development regulations. Because there are several zoning districts involved, the overlay district was developed with regulations and incentives that are applied to this district only, without changing the underlying development regulations. The CANDO district provides regulatory incentives for the creation of long-term (30 years) affordable housing units created within mixed use projects. The City of Miami Beach also has an ordinance that permits the relaxation of parking requirements for long-term affordable housing projects developed for the elderly and workforce.

The City Commission has directed Administration to proceed with a new parking garage development which will incorporate workforce and artist housing in the Collins Park neighborhood on the corner of 23rd Street and Liberty Avenue. The City is currently in discussions with Art Center South Florida and Miami City Ballet who have expressed interest in the development of workforce housing benefitting artists for their respective organizations.

As a recipient of Florida's SHIP funds, the City of Miami Beach was required to reinstate its Affordable Housing Advisory Committee (AHAC) in 2008. The AHAC is an 11-person advisory board that is charged with the responsibility of reviewing the City's processes, policies and ordinances to recommend monetary and non-monetary incentives for the development of affordable housing, including recommending actions or initiatives to encourage or facilitate the development or retention of affordable housing, while protecting the ability of the property to appreciate in value. Members are appointed by the Commission. The City is required to submit to the State the committee's updated policy review and recommendations every three years incorporated into the Local Housing Assistance Plan (LHAP). The LHAP for 2016-2019 was submitted to FHFC February 2017 and the City will begin the draft for the new report November 2018.

**Land Use Regulations**

Since 1996, the City has expedited permitting for affordable housing. Affordable housing projects are given priority when scheduling pre-design conferences with relevant City agencies including, but not limited to: Fire, Planning and Zoning, Building, Historic Preservation, and Public Works as well as when plans are ready for permitting.

In addition, prior to the adoption of any proposed policy, procedure, ordinance, development plan, regulation, or Comprehensive Plan amendment that might impact housing, the City evaluates its potential effect and cost of affordable housing.

On a triennial basis, the City of Miami Beach, through its Affordable Housing Advisory Committee (AHAC) and Office of Housing and Community Services, reviews its regulatory policies and procedures and develops strategies to encourage or facilitate affordable housing.
The City has made changes to ordinances and policies to eliminate barriers and encourage affordable/workforce housing development:

- Expedited permitting process for affordable housing projects
- Reduced minimum unit size for affordable housing
- Reduction in parking space requirements for affordable housing

Furthermore, the City is working with a Public-Private Partnership Consultant to assist the City with affordable/workforce housing efforts using otherwise underutilized City assets

**Short-Term Vacation Rental Trends**

Since approximately 2008, "short term vacation rentals", an alternative to commercial hotel lodging while travelling, has been growing in residential areas across the globe. This involves residential property owners renting out their entire space on a short-term basis, usually a weekend or a week at a time. They utilize a website or a smartphone application so there is no travel agent, Realtor, or any need for placing advertisements. The owners will not be present in the residence while the tenants stay. Most rental laws, including those in Miami Beach, do not permit rentals for a period of less than 6 months and 1 day (per Land Development Regulations Section 142-905(b)(5) and 142-1111 (a1)). Some exceptions apply, particularly in certain districts. The City requires prior approval of a short term rental, as well as a certificate of use. In addition, resort taxes are collected.

The issues experienced within the neighborhoods are that the permanent residents feel that these short-term rentals are diminishing their quality of life due to frequent noise disruptions and uncertainty of their safety. The State of Florida has pre-empted cities from enacting new local legislation on short-term vacation rentals a number of times, so as not to inhibit tourism options. However, many cities have enacted legislation prior to the State's pre-emption.

The proliferation of short-term vacation rentals in Miami Beach was so notable that, in 2016, the City passed an ordinance and set up a steep fine structure for violators of Land Development Regulations Section 142-905(b)(5) which refers to permitted accessory uses in single-family districts, and 142-1111, which applies to short-term rental of apartment units or townhomes. The fines begin at $20,000.

The City's intent to preserve the quality of life for permanent residents should be reflected further in the Housing Element of the Comprehensive Plan.

# Chapter 5 - Historic Preservation Element

The Historic Preservation Element (HP) of the Comprehensive Plan supports the conservation of the unique character and heritage of the City by preserving historic structures, sites, and neighborhoods. The Goals, Objectives, and Policies of this element serve to protect the City's unique history and heritage through the preservation of structures and places, while supporting educational outreach, economic development, and resiliency and adaptation.

**Summary of Revisions:**

- Renumbers policies for internal consistency.
- Directs the City to establish resiliency guidelines for the preservation of historic buildings.
- Authorizes the City to establish neighborhood conservation districts and resiliency districts that incorporate the preservation of essential characteristics and adaptation to sea-level rise.
- Adds tools to incentivize preservation.
- Educational programs were introduced

**Supporting Studies and Master Plans:**

- Washington Avenue Vision and Master Plan (2016)
- North Beach Master Plan (2016)

**Supporting Data & Analysis:**

The presence and recognition of historically significant properties in Miami Beach continues to be part of the charm of the City. For about 4 decades, the City has supported the initiative through policy, incentives, and City staff. The City's first Historic Preservation Ordinance was adopted in 1980.

Currently, there are 2 City staff members dedicated to Historic Preservation in the Planning Department, as well as a 7 member Historic Preservation Board. The City offers reduced permit fees as an incentive to developers who apply to renovate historic structures.

Historically Significant Properties in the City include:[1]

- 14 Local Historic Districts
- An inventory of 1,888 contributing buildings within existing Local Historic Districts and a total number of 2,611 buildings located within the existing Local Historic Districts
- 15 individually locally designated historic sites
- 31 individually locally designated single family homes
- 4 National Register Historic Districts
- The Miami Beach National Register Architectural District designated in 1979 (commonly known as the Art Deco District)
- The Normandy Isles National Register Historic District designated in 2008
- The North Shore National Register Historic District designated in 2009

[1] The City of Miami Beach Environmental Scan, 2016

- The National Register Collins Waterfront Architectural Historic District designated in 2011
- 7 individually designated National Register listings:
    - Beth Jacob Social Hall and Congregation listed in 1980
    - The Venetian Causeway listed in 1989
    - The Ocean Spray Hotel listed in 2004
    - The Cadillac Hotel listed in 2005
    - The Fontainebleau Hotel listed in 2008
    - Lincoln Road Mall listed in 2011
    - Giller Building listed in 2018

**Survey of Historic Properties**

| Calendar Year | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Number of Buildings classified as Contributing within Local Historic District | 1534 | 1549 | 1549 | 1549 | 1549 | 1549 | 1549 | 1549 | 1549 | 1549 | 1888 |
| Number of Individual, Local Historic Preservation Sites Designated | 12 | 13 | 13 | 13 | 13 | 13 | 13 | 14 | 15 | 15 | 15 |
| Number of Single Family Homes locally Designated | 8 | 10 | 19 | 22 | 26 | 27 | 28 | 30 | 31 | 32 | 31 |
| Number of Districts locally Designated | 11 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 14 |
| Number of National Register Districts Listed | 2 | 3 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| Number of National Register Individual Sites Listed | 5 | 5 | 5 | 6 | 6 | 6 | 6 | 6 | 6 |  | 7 |

The City has made great improvements in implementing historic preservation policies and regulations. Going forward, it is recommended that the City continue to increase the total number of structures designated as historically significant whenever possible and feasible.

The City should also focus on increasing community awareness, interest, and support for the continued success for the City's historic preservation efforts in building a sustainable, vibrant and economically vital urban environment.

# Chapter 6 - Recreation and Open Space Element

The Recreation and Open Space Element (ROS) of the Comprehensive Plan addresses the needs for active and passive parks, recreational facilities, open space, and access to waterways. The ROS element supports other elements within the Comprehensive Plan to help ensure that development continues to provide areas for recreation and open space uses for permanent and seasonal residents of all ages. The City's level of service requirements for recreation and open space are located in the Capital Improvement Program Element (CIE).

The 2009 Comprehensive Plan has directed many new facilities that promote access to the waterways, and several projects have been completed. The policies directing improved access to the waterways have been updated to focus on completion of the project as well as continue to maintain the facilities. These include pedestrian walkways, beach parking, and the requirement of public access to the waterfront and shoreline with non-residential property development. Also added is adherence with the recommendations in the Blueways Master Plan. Within the LOS standards, the standards for Basketball Courts and Tennis Courts have been increased.

**Summary of Element Revisions:**

- Incorporates policies to enhance the development of linear parks.
- Provides clarifications to policies regarding access to the waterfront and shoreline.
- References the Capital Improvements Element for parks and recreation levels of service.
- Improves internal consistency and clarity.
- Updates Goals, Objectives, and Policies to be consistent with changes in state law.
- Removes citations to obsolete Florida Statutes and Florida Administrative Code sections.
- Modifies the organization of the Element to improve usability.

**Supporting Studies and Master Plans**

- City of Miami Beach Blueways Master Plan (2015)

**Supporting Data & Analysis:**

Existing Level of Service

There are 1,156 acres of recreation and open space Citywide. This total includes ornamental open space and ocean beach conservation area.

Adequacy of Existing Facilities

The above Level of Service figure is considerably higher than the commonly used national standard of 3.0 acres per 1,000 persons. Therefore, qualitative assessment becomes more significant than quantitative. The principal need is adequate facilities and maintenance at the existing parks.

Future Needs

With no signification population increase projected, the existing park acreage will be adequate. Again, the future need will continue to be primarily that of upgrading existing facilities as noted in the Problems and Opportunities statements for each park in the facilities inventory.

Number of Existing Miami Beach Facilities

| Number | Facility Type/Site |
|---|---|
| 2 | Municipal Regulation Golf Courses |
| 1 | Par Three |
| 6 | Staffed Parks (North Shore Park and Youth Center, Muss Park, Flamingo Park, Normandy Isle Park & Pool, South Pointe Park and North Shore Open Space) |
| 18 | Active Parks (including staffed parks: Beachview Park Fisher Park, Maurice Gibb Memorial Park, Polo Park, Crespi Park, Fairway Park, LaGorce Park, Muss Park, Flamingo Park, Normandy Isle Park, Normandy Shore Park, North Shore Park & Youth Center, Stillwater Park, Tatum Park, Lummus Park, Palm Island Park, South Pointe Park and North Shore Open Space) |
| 19 | Passive Parks (Collins Park, Indian Beach Park, Marjory Stoneman Douglas Park, Pinetree Park, Belle Isle Park, Sunset Island II Park, Sunset Island IV Park, Triangle Park, Allison Park, Altos Del Mar Park, Brittany Bay Park, North Shore Bandshell, Parkview Island Park, Hibiscus Island Park, Pier Park, Pancoast Park, Poinciana Park, Buoy Park and Washington Park) |
| 3 | Youth/Community Centers (SRYC, NSPYC & 21st street) |
| 3 | Pools (SRYC, Flamingo & Normandy Isle) |
| 1 | Ice Rink |
| 6 | Tennis Sites (Flamingo, Polo, Normandy Shores, NSPYC, Palm and Fairway) |
| 42 | Tennis Courts (Flamingo: 17, Polo: 4, Normandy Shores: 4, North Shore Park : 12, Palm: 3 and Fairway: 2) |
| 4 | Bark Parks (Pinetree Park, Flamingo Park, Belle Isle Park, South Pointe Park, Bark Beach, North Beach Oceanside Park, and Washington Park) |
| 19 | Playground Tot-Lots ( Muss, Flamingo, Crespi, Fisher, LaGorce, Lummus, Maurice Gibb, Marjory Stoneman, Normandy Shores, Palm, Polo, Stillwater, Tatum, Fairway, South Point Park, Beach View Park – 53rd Street, North Shore Open Space, North Shore Park & Youth Center & Normandy Isle). |
| 1 | Football Stadium and Track |
| 1 | Baseball Stadium |
| 7 | Sports Fields (Flamingo: 2, Fairway: 1, Normandy Isle: 1, NSPYC: 2 and Polo: 1) |
| 21 | Rental Sites (North Shore Open Space/Ice Rink/Youth Centers, 21st Street Recreation Center, any and all tot-lots) |
| 15 | Basketball Courts (Flamingo: 2, Fairway:1, NSPYC: 1, Stillwater: 1, Polo Park: 4, Tatum Park: 1, SRYC: 1, Palm: 1, Normandy Isle: 2 and Crespi: 1) |
| 6 | Bowling Lanes |
| 2 | Dance Floors (21st Street & NSPYC) |
| 12 | Computers for Public Use |

The National Recreation and Parks Association has published Park Metrics which provides benchmark data and insight for park and recreation staff. The typical park and recreation agency offers one park for every 2,114 residents served, with 10.1 acres of park land per 1,000 residents. Since all municipalities are unique, including Miami Beach, the data is used to compare the city to similar areas, to gain more funding support, improve operations and better serve their communities.[1]

- 50 recreation and open space sites throughout the North, Mid, and Southern Districts of the city.
- 726.83 acres of recreational open space.
- Special purpose parks comprise over 365 acres or approximately 50% of total park system.
- The South District, which is currently providing only 2.86 acres per 1,000 population, does not meet the city's LOS minimum standard for open space.
- The Mid-Beach District has the largest amount of recreation space of any district at over 376 acres, or just over 15 acres per 1,000 population.
- The North District is currently meeting the city's LOS standard at 6.74 acres for open space per 1000 population.
- The City of Miami Beach suffers from a lack of large open field space. There is currently only one regulation baseball field and one regulation softball field within the city limits.
- With more children under 18 living in the City of Miami Beach than ever before, it has been necessary to re-asses the needs of the community and its respective populations accordingly.

[1] **Source:** https://www.nrpa.org/publications-research/ParkMetrics/

# Chapter 7 - Infrastructure Element

The Infrastructure Element (INF) of the Comprehensive Plan addresses the services of potable water, sanitary sewer, drainage, and solid waste. The Goals, Objectives, and Policies in the Infrastructure Element establish the level of service and maintenance standards of infrastructure within the City of Miami Beach. The INF element supports other elements within the Comprehensive Plan to help ensure that development continues to be adequately served by utilities while conserving water and protecting floodplains.

The Infrastructure Element is updated to provide additional policies furthering the goals of other Elements, particularly in regards to stormwater management, sea level rise, and resiliency. In addition, State requirements for peril of flood have prompted a policy in regards to FEMA requirements for new construction. Educating the public on water conservation has also been added to bring more attention to resources. Policies have been removed if the new projects they directed in the 2009 Comprehensive Plan have been completed, such as the Stormwater Management Master Plan.

**Summary of Revisions:**

- Provides policies that direct infrastructure to be provided that furthers the goals of the Climate Resiliency and Sustainability Element.
- Updates requirements for infrastructure to incorporate the City of Miami Beach Freeboard previously adopted by ordinance.
- Improves internal consistency and clarity.
- Updates Goals, Objectives, and Policies to be consistent with changes in state law.
- Removes citations to obsolete Florida Statutes and Florida Administrative Code sections.
- Modifies the organization of the Element to improve usability.

**Supporting Studies and Master Plans**

- Miami Beach Florida: Stormwater Management and Climate Adaptation Review, *Urban Land Institute* (2018)
- South Florida and Sea Level: The Case of Miami Beach, *Harvard Graduate Study* (2017)
- Transportation Master Plan (2016)
- Miami Beach Sustainability Plan https://www.miamibeachfl.gov/wp-content/uploads/2017/12/City-of-Miami-Beach-Sustainabilty-Plan_FINAL.pdfs

**Supporting Data & Analysis:**

The Public Works Department is a large, full service organization providing planning, design, construction, maintenance, repair, and operation of City infrastructure including utility systems and City buildings and facilities. The Department is also responsible for City cleanliness and manages the Solid Waste Collection and Disposal Program. The Department is represented by a professional, semi-professional and licensed disciplines working in the Infrastructure, Sanitation, Engineering, and Greenspace Divisions on a $152.8 million annual budget.

The City infrastructure managed by the Public Works Department is comprised of:

- 96 municipal buildings;

- 23 city owned bridges: monuments; water fountains; swimming pools;
- 1.8 miles of Boardwalk;
- 2.87 miles of Beachwalk; playground equipment; parking garages; street furniture;
- 180 miles of water piping;
- 23,000 water valves;
- 717 fire lines;
- 1,009 fire hydrants;
- 86 water crossings;
- 4 water storage tanks with total storage capacity of 14 million gallons;
- 6 water pumping stations;
- 13,526 water meters;
- 152 miles of sewer piping;
- 3,293 sewer manholes;
- 23 sewer pump stations;
- 110 miles of stormwater pipes and valves;
- 367 stormwater outfalls;
- 172 drainage basins;
- 6,100 catch basins; 2,688 stormwater manholes;
- 7,300 feet of seawall;
- 140 miles of City street;
- 242 miles of sidewalks;
- 200 miles of curb and gutter;
- 34 stormwater pump stations;
- 33 miles of alleyways;
- 7,200 street lights;
- 263 miles of underground wiring; and
- 1,200 landscape up-lights.

**Sanitary Sewer**

The Miami-Dade County Water and Sewer Department (WASD) is responsible for the treatment of sewage. The system serves the entire City so the existing land use data in the Future Land Use Element applies. All uses must tie into the sanitary sewer system as a matter of policy.

The City's sewage is currently being treated at the Central District Wastewater Treatment Plant. The adopted Level of Service is 140 average gallons per capita per day. The City's collection system currently has adequate capacity to meet current needs and is deemed to continue to be adequate as it is replaced and upgraded as needed.

**Potable Water**

The City's Public Works Department is responsible for 180 miles of water piping; 23,000 water valves; 717 fire lines; 1,009 fire hydrants; 86 water crossings; 4 water storage tanks with total storage capacity of 14 million gallons; and 6 water pumping stations. The Department is also responsible for the safe and efficient distribution of 7.6 billion gallons of water annually and to

minimize the distribution system water loss. The Miami-Dade County Water and Sewer Department is responsible for the water supply and treatment. The entire City is served by the City distribution system.

The City of Miami Beach is served by the Hialeah-Preston sub-area water treatment plants. The treatment plants are interconnected and act as a single system. The plants operate under a Title V Florida Department of Environmental Protection permit number 02502810005-AV. Both of these treatment facilities obtain raw water from the Biscayne Aquifer under consumptive use permit number 13-00017-W and utilize the same basic process for water treatment. The treatment process includes lime softening, chlorination, ammonization, fluoride, filtration and air striping.

In addition to these plants, Miami-Dade WASD also operates the Alexander Orr, Jr. Water Treatment Plant and other minor water treatment plants servicing the southern portion of the County. The Alexander Orr, Jr. plant utilizes the same water treatment process as the Hialeah-Preston plants with the exception of the air striping. The City is within Miami-Dade County WASD service area which provides potable water and sanitary sewer services. As discussed the potable water and sanitary sewer systems have adequate capacity to meet the needs of current and future residents.

The adopted Level of Service for Potable Water consumption is 140 average gallons per capita per day, with a peak of 168 gallons per capita per day.

The City adopted a 10-Year Water Supply Facilities Work Plan, which is hereby incorporated for reference. The Water Supply Plan contains data and analysis for the Potable Water section of the Infrastructure Element.

**Wellfields**
There are no wellfields within the municipal boundaries of Miami Beach
https://www.miamidade.gov/environment/library/maps/wellfield-protection-areas.pdf

**Miami-Dade County Water Wholesale Customers**
The City of Miami Beach is a MDWASD wholesale water customer. Maps and other supporting data and analysis related to the treatment and connections of the City's bulk water supply are located in the 2014 County's water supply work plan**:**
https://www.miamidade.gov/planning/library/reports/planning-documents/2014-water-supply-plan.pdf

**WASD Water Allocation Map – Water Concurrency**
Miami-Dade County provides an interactive GIS based map of all water concurrency for development approvals within Miami Beach and the WASD greater service area.
https://gisweb.miamidade.gov/iWASDAllocation/

**Solid Waste**
The City contracts with private haulers for collection of solid waste from residential and non-commercial areas. The Miami-Dade County Public Works Department operates the collection of recyclable solid waste, the transfer stations and disposal facilities. The entire City is served by the above system.

State Statue obligates the County Solid Waste Management System to collectively maintain disposal capacity sufficient to accommodate waste flows committed to the System through long-term interlocal agreements or contracts with municipalities and private waste haulers, and anticipated non-committed waste flows, for at least five years. The citywide Level of Service standard for solid waste generation is 1.275 tons per capital per year. This is the minimum that shall be able to be accommodated.

County disposal facilities have adequately handled the solid waste that has been generated by the City of Miami Beach as a customer. Disposal facilities, along with transfer stations and Trash and Recycling Centers, exhibited sufficient capacity and provision for future demand or needs is being provided by the County. Household Hazardous Waste and Electronic Waste/Recycling is also available to Miami Beach residents.

**Stormwater**

The Public Works Department is responsible for operation of a system of storm sewers. The City faces two kinds of drainage problems. One is that if certain high tide patterns coincide with a heavy rain, backup can occur in certain sections of the storm sewer system. This is further discussed in the Sustainability and Resiliency Element. Secondly, the nature of the soil composition of the City, mainly fill, means that natural infiltration can be slow.

The City of Miami Beach is one of 33 municipalities that entered into an Interlocal Agreement with Miami-Dade County, authorizing Miami-Dade County to be the lead permittee in submitting a National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Application. One condition of the Interlocal Agreement requires Miami Beach to develop a Stormwater Management Master Plan (SWMMP) that is consistent with Miami-Dade County's Master Plan. The Citywide Stormwater Management Master Plan was also directed to be prepared in the 2009 Comprehensive Plan. In 2012, the SWMMP was completed and focuses on best operation and management of stormwater. The City is currently undergoing a more current update to the stormwater master plan that will use an integrated water management approach in dealing with stormwater management, climate change, sea level rise, and environmental challenges.

# Chapter 8 - Intergovernmental Coordination Element

The Intergovernmental Coordination Element (ICE) of the Comprehensive Plan establishes standards for coordination with the plans of other government agencies at the Federal, State, Regional, and Local levels, including adjacent municipalities. Such coordination is necessary for the provision of services as well as ongoing maintenance of infrastructure and to provide a regional approach to climate resiliency to support the quality of life in the City of Miami Beach.

**Summary of Revisions:**

- Updates department and document citations.
- Updates to policy numbering for internal consistency with new format.

**Supporting Studies and Master Plans:**

- Resilient 305

**Strategic Partners:**

The following provides a list of the entities with which Miami Beach coordinated in implementing this Plan. The Analysis section outlines the nature of the intergovernmental relationship and the City office with prime responsibility for the coordination.

**Adjacent Municipalities:**
Miami
North Bay Village
Surfside

**Miami-Dade County:**
Planning Department
Department of Environmental Resource Management (DERM)
Water and Sewer Department
Office of Emergency Management
Miami-Dade Transit
Public Works
Metropolitan Planning Organization
Biscayne Bay Shoreline Department Review Committee

**Regional:**
South Florida Regional Planning Council
South Florida Water Management District

**State:**
Department of Economic Opportunity
Department of Education
Department of Environmental Protection
Department of State; Division of Historical Resources
Department of Transportation

**Others:**
Miami-Dade County School Board
The Housing Authority of Miami Beach
Miami Beach Community Development Corporation
Miami Design Preservation League
Florida Trust for Historic Preservation
Dade Heritage Trust
U.S. Department of Housing and Urban Development

**Supporting Data & Analysis:**
The following provides an analysis of the intergovernmental coordination process for the various elements to show nature of the relationships and office with responsibility.

**Resilient Land Use and Development Element**
The Planning Department implements the Land Development Regulations of the City Code in its review of minor (i.e., signs, fences, paint, etc.) and major (i.e., new construction or complete restoration or renovation) building plans.

The Planning Director, and a Historic Preservation Manager staff member coordinate with prospective developers to provide guidance relative to new or redevelopment projects. The Department coordinates with outside agencies such as Miami-Dade DERM, FDOT, Miami Beach Community Development Corporation, and others as necessary.

**Transportation Element**
The Transportation Element was developed and will be updated based on recommendations in the Transportation Master Plan and coordinated with the Planning Department and the Transportation Division of the Public Works Department. These two departments coordinate with Miami-Dade County Public Works, the Metropolitan Planning Organization (MPO), as well as Miami-Dade Transit and FDOT as necessary. The MPO is responsible for coordinating local and state transportation plans and programs and produces the Transportation Improvement Program (TIP), which it evaluates and updates periodically.

**Housing Element**
The Housing and Community Development Division administers State and Federal funding to develop decent, safe and sanitary affordable housing and revitalize urban neighborhoods through community and economic development in Miami Beach. The Division also strengthens efforts of the continuum of care for homelessness by providing emergency shelter and other support services for homeless individuals and families, and/or interim assistance for the prevention of homelessness. The Division has developed and established a variety of housing and community development programs to address the specific needs of the low- and moderate-income residents of Miami Beach as a vibrant, tropical, historic community and is part of the City's Neighborhood Planning Division.

The main programs administered by the Division are the federal Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program, and the State of Florida-funded housing program, known as the State Housing Initiatives Program (SHIP). The

Division also administers other special initiative programs targeted at income eligible recipients, and frequently relating to housing opportunities.

Annually, the City of Miami Beach receives approximately $900,000 in CDBG funds from HUD[13]. Not less than 70 percent of CDBG funds must be used for activities that benefit low- and moderate-income persons. In addition, each activity must meet one of the following national objectives for the program: benefit low- and moderate-income persons, prevention or elimination of slums or blight, or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.

The Housing & Community Services Department is the office with primary responsibility for coordination with other City departments as well as with the Housing Authority, HUD, Miami Dade County and other external agencies. The Housing Authority of the City of Miami Beach (HACMB) is responsible for administering the Section 8 program in the City.

**Infrastructure**

The Public Works Department is the office of primary responsibility to coordinate issues regarding Sanitary Sewer, Solid Waste, Drainage, and Potable Water. The Miami-Dade County Water and Sewer Department (WASD) is responsible for the treatment of sewage. All uses must be connected to the City's sanitary sewer system.

The Public Works Department is a large, full service organization providing planning, design, construction, maintenance and repair, and operation of City infrastructure, including utility systems and City buildings and facilities and manages the solid waste collection and disposal program. The Department also includes the Water, Sewer, Stormwater and Sanitation Divisions. It is also responsible for the operation, repair and maintenance of City's water distribution system.

The water section focuses on preventative maintenance programs with the goal of reducing water leaks, water main breaks and fire hydrants out of service. This includes 180 miles of piping, 23,000 water valves, 717 fire lines, 1,009 fire hydrants, 86 water crossings, 4 water storage tanks (14 million gallons total), 6 water pump stations, and 13,526 water meters.

The Sewer Section is responsible to operate and maintain a reliable sanitary sewer system that protects public health and safety and complies with all federal, state, and local regulations. The Division installs, maintains the City's sewer collection and conveyance system and its appurtenances. This includes 152 miles of sanitary sewer pipes, 3,293 sewer manholes and 23 sewer pump stations. It is responsible for the efficient collection and conveyance of approximately 26 million gallons of sewer per day, including the waste water from four neighboring cities in the north.

The Storm Water Utility Section is responsible for operating and maintaining a reliable stormwater collection and conveyance system that protects public health and safety and complies with all federal, state and local regulations. This includes 59 miles of drainage pipes,

[13] 2016 Environmental Scan

82 gravity drainage wells, 4 injection wells, 367 stormwater outfalls, 172 drainage basins, 6,100 catch basins and 2,688 stormwater manholes. This division is responsible to reduce and eliminate polluted storm water run-off; complying with National Pollutant Discharge Elimination System (NPDES) permit requirements; and relieving flooding conditions. In 2012, the City completed a Citywide Comprehensive Stormwater Management Master Plan (SWMMP) in order to evaluate and update stormwater management practices, infrastructure, funding, and regulatory practices[14]. It is an update and expansion to the original SWMMP as a condition of the 1993 Interlocal agreement with Miami-Dade County.

The project created a model of the existing stormwater system and has identified the basins that are experiencing reduced Levels of Service (LOS). The model has allowed the City to evaluate cost-effective stormwater infrastructure improvements, remediate excessive flooding, prioritize stormwater basins, and ensure continued compliance with regulatory agencies.

The SWMMP is intended to be a guide for improving the City's stormwater management system flood control and water quality performance for the next 20 years, with considerations of potential sea level change over 20-years of stormwater infrastructure and a 50-year planning horizon for sea wall heights. Sea level change, to the extent it occurs, will worsen flooding potential in the City by raising the tide levels and water table and by making it more difficult to discharge stormwater out of the area[15].

The Department coordinates as necessary with the following outside agencies:

- Miami-Dade County Water and Sewer
- Miami-Dade County Environmental Resource Management
- Florida Department of Environmental Protection

**Resiliency and Sustainability Element**

The City of Miami Beach is a unique mix of ultra-urban meets the natural environment. There are many natural resources including; canals, waterways, sand dunes, 26 parks and green spaces, and just over 7 miles of white, sandy beaches. Miami Beach is a natural nesting habitat for endangered sea turtles, butterflies, and is home to several endangered plant species including the Biscayne Prickly Ash, Beach Cluster Vine and the Beach star.

With regard to sea turtles, in September 2006 the City adopted regulations in the City code to reduce the impacts of artificial coastal lighting on threatened and endangered sea turtles that nest on the beaches of Miami Beach by restricting artificial lighting and other activities that disorient turtle hatchlings, causing them to crawl toward land rather than toward the ocean. One such regulation pertains to the criteria for lighting located east of the Coastal Construction Control Line (CCCL) or lighting that directly illuminates the beach and interferes with turtle nesting.

[14] Citywide Comprehensive Stormwater Management Master Plan, 2012

[15] Citywide Comprehensive Stormwater Management Master Plan, 2012

Several different agencies are responsible for varying aspects of the beachfront conservation area. FDEP approves coastal construction; the Bureau of State Lands owns the beach; and Miami-Dade County DERM.

Additionally, as the City is a Coastal High Hazard Area, evacuation is mandatory. The City's Emergency Manager in the Miami Beach Fire Department has the primary responsibility of coordinating the mandatory evacuations. The Emergency Manager coordinates with the Miami-Dade Office of Emergency Management, Miami-Dade Transit, public safety personnel from the City as well as the County and Mount Sinai Hospital, which is the only hospital located in the city. The evacuation routes for the City are located in the Comprehensive Plan Map Series.

**Recreation and Open Space Element**

The City has adequate land devoted to recreation and open space. In addition, the City collaborates with the Miami-Dade School Board for the mutual utilization of City parks and School facilities. Further, since 2003, the City is a party of the Interlocal Agreement for Public School Facility Planning in Miami-Dade County, later amended and reinstated in 2008.

**Historic Preservation Element**

The Planning Department is responsible through its Design and Preservation area for the implementation of the Land Development Regulations with regard to the rehabilitation and review of historic preservation projects, and the compliance with the U.S. Secretary of Interior Standards.

The City contains the largest concentration of Twentieth Century resort architecture in the United States. It has also expanded the preservation vision of architectural districts in North Beach which have been inscribed in the National Register of Historic Places – the North Shore Architectural District and the Normandy Isles Architectural District.

In going forward the City should focus on increasing community awareness, interest, and support for the continued success of the City's historic preservation efforts in building a sustainable, vibrant and economically vital urban environment.

# Chapter 9 - Public School Facilities Element

The Public School Facilities Element (PSF) of the Comprehensive Plan corresponds with the interlocal agreement requirements established between Miami-Dade County Public Schools and municipalities in Miami-Dade County to provide for adequate public education facilities for the current and future students in Miami Beach.

**Summary of Revisions:**

- Renumbers policies for internal consistency.

**Supporting Data & Analysis:**

The element is consistent with the County interlocal agreement and no substantive changes were required. The policies were renumbered consistent with the updated format of the Comprehensive Plan for ease of use. Details on the County's school concurrency management system can be found at: http://pdfs.dadeschools.net/schoolboard/archives/022210/FINALIMR2-19-10.pdf

# Chapter 10 -Capital Improvements Element

The Capital Improvement Program Element (CIP) of the Comprehensive Plan addresses the level of service and funding of the City's capital facilities. The Goals, Objectives and Policies in the Capital Improvement Program Element support other elements within the Comprehensive Plan to help ensure that development and redevelopment does not commence without adequate capital facilities in place.

The Level of Service Standards throughout other Elements of the Comprehensive Plan have relocated throughout other Elements of the Comprehensive Plan have been relocated to the Capital Improvements Program Element. The City is also concurrently processing a proposed amendment to adopt a Mobility Fee Program in lieu of the existing Transportation Concurrency Management system, the revised element reflects these proposed concurrent changes.

**Summary of Element Revisions:**

- Updates polices regarding the City's capital facilities planning and procedures.
- Revises Recreation and Open Space Levels of Service to be consistent with improved parks facilities.
- Authorizes the City to explore replacing Recreation and Open Space Levels of Service with a Parks Impact fee to provide for additional flexibility.

**Supporting Studies and Master Plans:**

- 5-Year Capital Improvement Program

**Supporting Data & Analysis:**

### Adopted 2018 G.O. Bond Program

The voters have adopted a $439 million General Obligation Bond program as part of the City's CIP on November 6, 2018. A General Obligation Bond is a form of debt financing payable solely from property taxes, backed by the pledge of the City's "full faith and credit" or taxing power, and is used to finance capital projects.

Three separate ballot questions will encompass the capital projects included in the G.O. Bond program:

- Parks, Recreation Facilities & Cultural Facilities: $169 million
- Neighborhood and Infrastructure: $198 million
- Police, Fire, and Public Safety: $72 million

The City currently is paying toward the $46,380,000 outstanding balances from the Series 2003 and Series 2011 General Obligation bonds.

### FY 2019-2023 Capital Improvement Plan by Program

Attached as Appendix A.

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

**11:40 a.m. Second Reading Public Hearing**

SUBJECT: 1. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, TO CONSIDER APPROVAL, FOLLOWING SECOND READING/PUBLIC HEARING, OF A DEVELOPMENT AGREEMENT AS AUTHORIZED UNDER SECTION 118-4 OF THE CITY CODE, AND SECTIONS 163.3220 – 163.3243, FLORIDA STATUTES, BETWEEN THE CITY AND 7400 OCEAN TERRACE, LLC, 7410 OCEAN TERRACE, LLC, 7420 OCEAN TERRACE INVESTMENT, LLC, 7436 OCEAN TERRACE, LLC, 7450 OCEAN TERRACE, LLC, 7441 COLLINS AVENUE INVESTMENT, LLC, 7439 COLLINS AVENUE INVESTMENT, LLC, 7433 COLLINS AVENUE INVESTMENT, LLC, 7421 COLLINS AVENUE INVESTMENT, LLC AND 7409 COLLINS AVENUE INVESTMENT, LLC (COLLECTIVELY, THE "DEVELOPER"), WHICH DEVELOPMENT AGREEMENT: (1) DELINEATES CONDITIONS FOR THE DEVELOPMENT OF THE PROPERTIES LOCATED AT 7409, 7421, 7433, 7435, 7437, 7439, 7441, AND 7449 COLLINS AVENUE, AND 7400, 7410, 7420, 7430, 7436, AND 7450 OCEAN TERRACE (COLLECTIVELY, THE "DEVELOPMENT SITE"), WITH SUCH DEVELOPMENT SITE TO BE DEVELOPED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY'S OCEAN TERRACE OVERLAY DISTRICT, AS SET FORTH IN SECTIONS 142-870 AND 142-870.1 OF THE CITY CODE; (2) MEMORIALIZES THE CONDITIONS FOR VACATING THE CITY'S RIGHT-OF-WAY AT OCEAN TERRACE, BETWEEN 74TH STREET AND 75TH STREET, AS WELL AS PORTIONS OF 74TH STREET AND 75TH STREET, BETWEEN OCEAN TERRACE AND COLLINS AVENUE (COLLECTIVELY, THE "CITY RIGHT-OF-WAY AREAS"); (3) GRANTS TO THE CITY A PERPETUAL EASEMENT OVER, ACROSS AND UNDER THE VACATED CITY RIGHT-OF-WAY AREAS FOR UTILITIES AND PUBLIC VEHICULAR, PEDESTRIAN AND RECREATIONAL USE AND ACCESS; (4) PROVIDES FOR THE DEVELOPER'S DESIGN AND CONSTRUCTION OF CERTAIN PUBLIC PARK AND STREETSCAPE IMPROVEMENTS IN THE VICINITY OF OCEAN TERRACE, BETWEEN 73RD STREET AND 75TH STREET, AT DEVELOPER'S COST AND EXPENSE (WITH THE EXCEPTION OF CERTAIN CITY FEES); AND (5) WITH THE FOREGOING SUBJECT TO AND CONTINGENT UPON DEVELOPER'S SATISFACTION OF THE CONDITIONS SET FORTH IN THE DEVELOPMENT AGREEMENT AND THE CITY COMMISSION'S VACATION OF THE CITY RIGHT-OF-WAY

AREAS AND ENACTMENT OF CERTAIN AMENDMENTS TO THE CITY'S FUTURE LAND USE MAP AND ZONING MAP, AT ITS SOLE DISCRETION.

2. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON SECOND READING/PUBLIC HEARING OF THIS RESOLUTION, THE VACATION OF THAT PORTION OF (1) OCEAN TERRACE, BETWEEN THE CENTERLINE OF 74TH STREET AND THE NORTHERN RIGHT-OF-WAY LINE OF 75TH STREET, WHICH CONSISTS OF A 60-FOOT WIDE RIGHT-OF-WAY CONTAINING APPROXIMATELY 25,200 SQUARE FEET IN TOTAL LOT AREA; (2) THE NORTH HALF OF 74TH STREET, BETWEEN OCEAN TERRACE AND COLLINS AVENUE, WHICH CONSISTS OF A 30-FOOT WIDE RIGHT-OF-WAY CONTAINING APPROXIMATELY 8,880 SQUARE FEET IN TOTAL LOT AREA; AND (3) A PORTION OF 75TH STREET, BETWEEN OCEAN TERRACE AND COLLINS AVENUE, WHICH CONSISTS OF A 40-FOOT WIDE RIGHT-OF-WAY CONTAINING APPROXIMATELY 11,840 SQUARE FEET IN TOTAL LOT AREA (COLLECTIVELY, THE "CITY RIGHT-OF-WAY AREAS"), IN FAVOR OF THE ABUTTING PROPERTY OWNERS, 7400 OCEAN TERRACE, LLC, 7410 OCEAN TERRACE, LLC, 7420 OCEAN TERRACE INVESTMENT, LLC, 7436 OCEAN TERRACE, LLC, 7450 OCEAN TERRACE, LLC, AND 7441 COLLINS AVENUE INVESTMENT, LLC (COLLECTIVELY, THE "DEVELOPER") AND G & V REALTY, LLC, THE OWNER OF 7401 COLLINS AVENUE; CONDITIONING THE VACATION UPON THE CITY COMMISSION'S APPROVAL OF, AND DEVELOPER'S SATISFACTION OF, CERTAIN TERMS AND CONDITIONS, TO BE SET FORTH IN A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND DEVELOPER, WHICH CONDITIONS SHALL, AMONG OTHER TERMS, REQUIRE THE DEVELOPER TO (1) GRANT TO THE CITY A PERPETUAL EASEMENT OVER, ACROSS AND UNDER THE CITY RIGHT-OF-WAY AREAS FOR UTILITIES AND PUBLIC VEHICULAR, PEDESTRIAN AND RECREATIONAL USE AND ACCESS; AND (2) DEVELOP, DESIGN, AND CONSTRUCT, AT THE DEVELOPER'S SOLE COST AND EXPENSE (EXCEPT FOR PAYMENT OF CERTAIN CITY FEES), CERTAIN PUBLIC PARK AND STREETSCAPE IMPROVEMENTS IN THE VICINITY OF OCEAN TERRACE, BETWEEN 73RD STREET AND 75TH STREET, WITH SUCH PUBLIC IMPROVEMENTS HAVING A VALUE OF APPROXIMATELY FOURTEEN MILLION EIGHT HUNDRED THOUSAND DOLLARS ($14,800,000); AND FURTHER, WAIVING, BY 5/7TH VOTE, THE COMPETITIVE BIDDING REQUIREMENT, PURSUANT TO SECTION 82-38 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY.

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**ANALYSIS**

On December 12, 2018, the City Commission unanimously adopted the Ocean Terrace Neighborhood Urban Design Plan, a concept plan for proposed public streetscape and park improvements to the Ocean Terrace area, prepared by The Corradino Group and Garcia-Pons

+ Associates (the “Neighborhood Design Plan”), and referred the proposed Neighborhood Design Plan to the Finance and Citywide Projects Committee (FCWPC) for prioritization and potential funding options. The Neighborhood Design Plan had previously been endorsed by the North Beach Steering Committee on August 29, 2018.

On February 22, 2019, after review of funding alternatives for the approximate $15 million that would be required to bring the Ocean Terrace portion of the Neighborhood Design Plan to fruition, the FCWPC recommended that the City explore entering into a public-private partnership that would fund the proposed improvements.

On March 22, 2019, the FCWPC recommended proceeding with negotiations with Ocean Terrace Holdings, LLC with regard to a development proposal which would provide for the Developer to complete a portion of the public improvements contemplated in the Neighborhood Design Plan, but which would require the vacation of certain City right-of-way areas, as described more fully below, subject to Developer granting the City with an irrevocable easement for the continued public use of the right-of-way areas for pedestrian and vehicular traffic, as modified by the public improvements, which will pedestrianize portions of Ocean Terrace. The proposed vacation would allow the Developer to make its proposed mixed-use project along Ocean Terrace, between 74th Street and 75th Street, financially viable, and creating new public spaces (including park space), to be funded and constructed by Developer, that is less auto-oriented, and more centered on the pedestrian experience.

On March 22, 2019, the FCWPC further recommended that the Administration obtain an appraisal and retain a consultant to assess the economic benefits which the proposed project would provide to the City.

On April 10, 2019, the City Commission adopted Resolution No. 2019-30771, accepting the recommendation of the FCWPC at its March 22, 2019 meeting to proceed with the negotiations for the proposed vacation.

In accordance with the City’s administrative policies, the vacation of the City streets, alleys, and/or rights of way, requires compliance with Article II, Sections 82-36 through 82-40, of the City Code (which establish the procedures governing the sale or lease of public property). Specifically, prior to approving a request for vacation, (1) the City's Planning Department shall prepare a written planning analysis, to be submitted to the City Commission concurrent with its consideration of the proposed vacation; and (2) the City shall obtain an independent appraisal of the fair market value of the property proposed to be vacated.

At the June 26, 2019 City Commission meeting (the first reading of the proposed vacation and development agreement), the City Attorney provided the Mayor and City Commission with his legal opinion that the proposed Ocean Terrace transaction is subject to the stringent and heightened approval requirements set forth in Section 1.03(b)(4) of the City Charter, which requires approval by a 4/7th vote of the Planning Board (which approval was obtained on May 21, 2019), and by a 6/7ths vote of the City Commission. The City Attorney’s memorandum regarding the legal mechanism for the vacation, and analysis regarding the applicability of the City Charter, is attached as Exhibit “A-2” hereto.

## ANALYSIS OF THE PROPOSED VACATION

The City holds a right-of-way dedication to the following areas:

(1) a portion of Ocean Terrace, running from the centerline of 74th Street and the northern right-of-way line of 75th Street, consisting of a sixty (60) foot wide right-of-way, and containing approximately 25,200 square feet in total lot area; as shown on as shown on the Plat of the Townsite of Harding, recorded in Plat Book 34, Page 4 of the Public Records of Miami-Dade County (the “Harding Townsite Plat”);

(2) the north half of 74th Street, between Ocean Terrace and Collins Avenue, which consists of a 30-foot wide right-of-way containing approximately 8,880 square feet in total lot area; and

(3) a portion of 75th Street, between Ocean Terrace and Collins Avenue, which consists of a 40-foot wide right-of-way containing approximately 11,840 square feet in total lot area (collectively, (1) through (3) above, the “City Right-of-Way Areas”, each as shown on the Harding Townsite Plat).

The City Right-of-Way Areas are depicted in the sketch attached as Exhibit "A" hereto.

Various entities controlled by and affiliated with the principals of Ocean Terrace Holdings, LLC, namely, 7400 Ocean Terrace, LLC, 7410 Ocean Terrace, LLC, 7420 Ocean Terrace Investment, LLC, 7436 Ocean Terrace, LLC, 7450 Ocean Terrace, LLC, and 7441 Collins Avenue Investment, LLC (collectively, the “Developer”), and G & V Realty, LLC (the owner of 7401 Collins Avenue) own the properties abutting or in the vicinity of the City Right-of-Way Areas; which parcels are known as 7401, 7409, 7421, 7433, 7435, 7437, 7439, 7441, and 7449 Collins Avenue, and 7400, 7410, 7420, 7430, 7436, and 7450 Ocean Terrace (collectively, the "Property").

The vacation of the City Right-of-Way Areas would result in the City vacating approximately 45,920 square feet of existing right of way in accordance with the plat. Specifically, by virtue of the vacation, the right-of-way reverts to the abutting property owners to the centerline of the street, except that (1) with respect to 75th Street, which is located on the edge of the plat, the entire 40 feet of the 65 foot right of way, that was initially contributed by the predecessor owner of the abutting property along 75th Street, would revert to the Developer by operation of law (see, e.g., Pelican Creek Homeowners, LLC v. Pulverenti, 243 So. 3d 467 (Fla. 5th DCA 2018)); and (2) with respect to Ocean Terrace, the full 60 foot width of the Ocean Terrace right of way would revert to the Developer, as the Developer is the abutting property owner on the west side of Ocean Terrace (thereby entitling Developer to reversion of the western 30 feet to the centerline of Ocean Terrace) and Developer will, pursuant to the terms of the proposed Development Agreement, reserve the reversionary interest in the eastern 30 feet of Ocean Terrace. [1]

[1] As part of the Development Agreement, Developer will quit claim to the City any reversionary fee interest it may have in the separately platted public reservation area abutting the east side of Ocean Terrace, between the Ocean Terrace right-of-way and the waterfront, as depicted in Exhibit A-1 (the “Waterfront Parcel”) , subject to a reservation of the reversionary interest in the eastern 30 feet of the Ocean Terrace right of way. Upon the City’s vacation of Ocean Terrace, the eastern 30 feet of the Ocean Terrace right of way would thereby revert to the Developer, pursuant to the reservation in the deed.

The Developer intends to develop the Property as a mixed-use residential and commercial development in accordance with the requirements of the Ocean Terrace Overlay District

(collectively, the "Proposed Development"), pursuant to a Florida Statute Chapter 163 development agreement to be entered into between the City and the Developer (the "Development Agreement"). The Proposed Development would be developed as a unified development site. In conjunction with Proposed Development, the Developer is requesting that the City vacate the City Right-of-Way Areas abutting 7401, 7441, and 7449 Collins Avenue and 7400, 7410, 7420, 7430, 7436, and 7450 Ocean Terrace, and has submitted its application to the City's Public Works Department with respect thereto, to permit Developer to utilize the F.A.R. associated with the City Right-of-Way Areas within the Developer's Project (but with the City Right-of-Way Areas to continue to be used for pedestrian and vehicular travel). With respect to the proposed vacation of the 4,380 square feet of City right-of-way abutting 7401 Collins Avenue, the proposed vacation of the subject area shall be subject to and contingent on Developer's agreement with the property owner to include the vacated right-of-way area as part of the unified development site for the Project.

As part of the Proposed Development, the Developer would develop, design, permit and construct, at the Developer's sole cost and expense (with the exception of certain City fees, as set forth below), certain park and streetscape improvements between 73rd Street and 75th Street having a value upon completion of approximately $15 million, thereby implementing the vision of the Neighborhood Design Plan ("Park/Streetscape Project"). Ownership, operation and maintenance of the Park and Streetscape improvements would rest solely with the City.

Ultimately, to implement the foregoing, the City Commission would need to approve three major components for the Proposed Development:

(1) the vacation of the City Right-of-Way Areas (subject to an irrevocable easement in favor of the City, for public recreation purposes, public utilities and pedestrian and vehicular access), following the Planning Board's approval of the vacation pursuant to Section 1.03(b)(4) of the City Charter (which approval was obtained on May 21, 2019);

(2) the Development Agreement, specifying the terms and conditions for the development of the Proposed Development and the Park/Streetscape Project; and

(3) amendments to the City's Future Land Use Map and Zoning Map (as discussed more fully below).

As the three components of the Development are interrelated, the three components will "travel" together and be considered by the City Commission on the same date(s).

**Planning Analysis**

The Planning Department's analysis of the proposed vacation, pursuant to Section 82-38 of the City Code, is attached as Exhibit "B" hereto.

**Appraisal**

The appraisal of the City Right-of-Way Areas valued the land and associated Floor Area Ratio (F.A.R.) of the City Right-of-Way Areas at $12,400,000 and is attached as Exhibit "C" hereto. The City's preliminary cost estimate of the design and construction of the proposed Neighborhood Design Plan is $14.8 million, and is attached hereto as Exhibit "D."

The Developer's proposal to complete the Park/Streetscape Project, with a value of approximately $15 million (consistent with City's cost estimate in Exhibit "D"), is well in excess of the $12.2 million appraised value of the City Right-of-Way Areas.

**Economic Development Analysis**

The City's economic development consultant, Lambert Advisory, LLC, has analyzed the anticipated economic benefits associated with the proposed Project. The consultant's report is attached as Exhibit "E." As the City;s Consultant noted in the report, the transaction provides the economic benefits.

As set forth herein, the Ocean Terrace development and corresponding improvements to roadway and public space is envisioned to be a transformative project for the surrounding area and provide measurable incremental benefit to the City as a result of significant direct capital investment, as well as from on-going expenditure from its residents, visitors and employees. Estimates of the tangible impacts from direct and indirect expenditures are captured by this analysis. However, we clearly recognize that there are other potential intangible impacts – such as the project's ability to serve as a catalyst for future development in the immediate area; however, these are not included in this analysis, as they are nearly impossible to quantify. In sum, the most notable economic impact benefit headlines from the Ocean Terrace development include:

• 1,270+ direct and indirect/induced construction (and related) jobs annually during the proposed two-year construction period, which generates a total of $122 million in direct and indirect/induced labor income during the construction period that will flow to the local and regional economy. o including an estimated $2.2 million to the City in permit and related fees;

• 115 net new direct full time equivalent (FTE) jobs generating $17.2 million (2019 $'s) in total annual wages available for expenditure within surrounding businesses;
incremental annual ad valorem tax revenue to the City of approximately $1.6 million upon stabilized operations; or, an estimated $27 million in net present value (NPV) over a 30-year projection timeline;

• an estimated $120,000 to $240,000 in incremental annual ad valorem tax revenue to the City of Miami Beach as a result of impacts to surrounding property values; and,

• $1.125 million in annual resort tax revenue upon stabilized operations to the City; or, an NPV of $19.1 million during a 30-year projection period. See Exhibit "E", page 4.

The following table provides a summary of the long-term/recurring fiscal benefits to the City of Miami Beach: Figure 3: Summary of Estimated Long-term Incremental Fiscal Benefits to the City of Miami Beach from Ocean Terrace Development (Upon Stabilized Operations, 2019 $'s)

| **Source** | **Annual** | **NVP (30 yrs)** |
|---|---|---|
| Ad Valorem Tax – Ocean Terrace | $1,600,000 | $27,000,000 |
| Ad Valorem Tax – Surrounding Properties | $180,000 | $3,200,000 |
| Resort Tax – Ocean Terrace | $1,125,000 | $19,100,000 |
| **Total** | **$2,900,000** | **$49,300,000** |

**Walker Parking Study**

In accordance with City's Parking Revenue Bond covenants, the City has obtained the opinion of its Parking/Rate Consultant, Walker Consultants with respect to the proposed removal of 60 metered parking spaces and 7 disabled spaces. The Walker report, which concluded that the "estimated annual loss of $77,460 (.0074% of FY17 net revenues) will not have a material adverse impact on the net revenues of the Parking Fund, is attached as Exhibit "H" hereto.

**Proposed Amendments to City's Comprehensive Plan and Land Development Regulations.**

As noted above, the transaction would involve proposed legislative changes, to conform the zoning map to the vacation of the City Right-of-Way Areas.

The Property is currently located within the Ocean Terrace Overlay District, and the two separate underlying zoning districts are designated as CD-2, "Commercial Medium Intensity," and MXE, "Mixed-Use Entertainment.

The proposed Development Agreement contemplates that the City Commission will approve amendments to the City's Future Land Use Map and Zoning Map, to: (a) amend the Future Land Use Map to change the designation of the portions of the City Right-of-Way Areas designated PF, "Public Facility," and ROS, "Recreation and Open Space," to the Future Land Use categories of CD-2, "Commercial Medium Intensity" and MXE, "Mixed-Use Entertainment"; and (b) amend the City's Zoning Map to rezone the City Right-of-Way Areas from the current zoning classification of GU, "Government Use District," to CD-2, "Commercial Medium Intensity" and MXE, "Mixed-Use Entertainment," and extending the boundary of the Ocean Terrace Overlay Zone to encompass the City Right-of-Way Areas.

As set forth above, the foregoing amendments will be heard together with the Vacation Resolution and approval of the Development Agreement, as the three components of the Proposed Development are interrelated.

**Planning Board and Land Use and Development Committee Recommendations.**

At the May 21, 2019 meeting of the Planning Board, the Planning Board unanimously recommended adoption of the LDR Amendments, and provided the requisite approval of the vacation, pursuant to Section 1.03(b)(4) of the City Charter. Separately, the Planning Board recommended that additional terms be included as part of the Development Agreement, namely (1) that the design feature at 74th Street be incorporated into Phase 1 of the Park/Streetscape Project; (2) that a passenger drop-off and pick-up location be incorporated into 75th Street; (3) that a plan be created for the 75th Street Parking lot so that it can be planned concurrently with the Ocean Terrace Project and the Park/Streetscape Project; and (4) that north-south beachwalk connectivity be maintained throughout the construction process.

At the May 22, 2019 meeting of the Land Use and Development Committee ("LUDC"), the LUDC favorably recommended the adoption of the LDR Amendments and recommended that several items be further negotiated (including the items recommended by the Planning Board). In an effort to be responsive to the comments raised by the Planning Board, LUDC and the public, **Developer has agreed to all of the additional negotiation items, which include the following:**

1. The design feature located on or about Ocean Terrace and 74th Street shall be completed as part of Phase 1 of the Park/Streetscape Project.

2. As part of the Park/Streetscape Project, Developer shall design and construct the side streets (73rd Street, 74th Street and 75th Street, from Collins Avenue to Ocean Terrace) to provide for an integrated and cohesive design aesthetic for the Park/Streetscape Project.

3. Developer shall ensure that the Preliminary Plans and Specifications address accessibility needs for elderly and/or disabled persons. The Park/Streetscape Project shall be designed to ensure that public access to the City's beaches is maintained.

4. Developer's Preliminary Plans and Specifications for the Park/Streetscape Project shall provide for a "reasonable flow" for ingress/egress of vehicles on 75th Street, with a proposed solution that may include either a drop-off loop or other turn around at the east end of 75th Street, or any other similar proposed solution as may be approved by the City Manager at the City Manager's sole discretion, to ensure vehicular access to the 75th Street parking lot and/or access for drop-offs to the beach.

5. Developer's Preliminary Plans and Specifications shall provide for ingress/egress for vehicles accessing the St. Tropez property located at 7330 Ocean Terrace and shall incorporate any comments with respect to ingress/egress as may be provided by the City Manager. Notwithstanding any other provisions in the Development Agreement to the contrary, the portions of the Plans and Specifications for the Park/Streetscape Project relating to ingress/egress for the St. Tropez shall be subject to approval by the City Manager or by the City Commission, at the City Commission's sole discretion.

6. During construction of Phase 1 of the Park/Streetscape Project, Developer shall ensure there is continuous north/south beach walk access at all times, unless otherwise approved in writing by the City Manager.

At its June 14, 2019, the Finance and Citywide Projects Committee favorably recommended moving forward with the Development Agreement.

**Conditions of the Proposed Vacation; Key Terms of the Development Agreement**

A copy of the proposed Development Agreement is attached hereto as Exhibit "F". The vacation of the City Right-of-Way Areas would be conditioned on the Developer's execution of a Development Agreement which contains the following key terms:

**(1) Development of the Project.**

Developer's Proposed Development will be developed based on, and in accordance with, the requirements of the Ocean Terrace Overlay District as set forth in Sections 142-870 and 142-870.1 of the City Code. Within the Ocean Terrace Overlay District, the maximum height of a main use residential building shall not exceed 235 feet, and the maximum height of a main use hotel building shall not exceed 125 feet. Architectural projections will comply with the terms of the Development Agreement and other applicable provisions of the City's Land Development Regulations. The current main permitted uses in the Ocean Terrace Overlay District are (a) apartments; (b) apartment/hotels; (c) hotels; (d) commercial; and (e) uses that serve alcoholic

beverages. Package alcohol stores are prohibited in the Ocean Terrace Overlay District.

**(2) Developer to Design and Construct the Park/Streetscape Project for the City.**

Developer shall develop, design, permit, and construct, at its sole cost and expense, the Park/Streetscape Project; provided, however, that the City would be responsible for the zoning application fees, in the amount of up to $80,000, and would waive any fees for the City/Streetscape Project for which a waiver is permitted under the existing City Code, as set forth below. Ownership, operation and maintenance of the Park and Streetscape improvements would rest solely with the City.

The Development Agreement will include initial approval by the City Commission of the Concept Plan for the Park/Streetscape Project, which Concept Plan was designed by renowned landscape architect Raymond Jungles, and is attached as Exhibit "G." The design for the Park/Streetscape Project shall be subject to regulatory approval by the Historic Preservation Board ("HPB"). Further, in recognition that the design of the Park/Streetscape Project may evolve during design development, the Development Agreement will require the City Manager's approval of the final plans and specifications for the Park/Streetscape Project (and any modifications thereto), with all elements of the final plans and specifications relating to vehicular ingress/egress and access subject to the City Manager's approval at the City Manager's sole discretion.

**(3) Timeframe for Completion of Project and Park/Streetscape Project.**

As set forth in the table below outlining the various timeframes set forth in the Development Agreement, the Developer has proposed to complete the Park/Streetscape Project in two phases, with Phase 1 to be completed within 48 months following the Effective Date of the Development Agreement (the date the agreement is executed by the Parties and recorded), and with Phase 2 to be completed within 96 months following the Effective Date. The City will not issue a temporary certificate of occupancy (TCO) for the Proposed Development until the Developer has substantially completed the Phase 1 of the Park/Streetscape Project and shall not issue a final certificate of occupancy until the Developer has substantially completed Phase 2 of the Park/Streetscape Project.

As the Proposed Development is an important component for realizing the economic development benefits the City has long desired for the Ocean Terrace neighborhood and North Beach, as part of the Development Agreement, Developer has agreed that it will complete the Proposed Development not later than 96 months following the Effective Date, subject to a 24 month automatic extension if Developer timely delivers Phase 2 of the Park/Streetscape Project, and extension for force majeure and/or economic force majeure (for a maximum period of 30 months) pursuant to the terms of the Development Agreement.

**(4) Developer to Grant Easements in Favor of City For the Public's Continued Use of the City Right-of-Way Areas.**

As a condition of the closing for the City's conveyance to the Developer of the City Right-of-Way Areas, Developer shall grant a perpetual, non-revocable easement in favor of the City, for the City's continued use of the City Right-of-Way Areas for public recreational, vehicular, and pedestrian use and access.

**(5) Developer to Provide the City with Bond or Lender Agreement to Guarantee Completion of the Park/Streetscape Project.**

As the City would have vacated the City Right-of-Way Areas prior to Developer's completion of the Park/Streetscape Project, as a condition of closing, Developer has agreed to provide the City with a bond/letter of credit or a lender recognition agreement, in a form acceptable to the City, to secure Developer's obligations and permit the City to step in and complete the Park/Streetscape Project in the event the Developer fails to do so.

In addition to the foregoing, Developer has agreed to other terms and conditions intended to protect the City's interest in the Park/Streetscape Project, including provisions to (1) automatically assign the pertinent construction contracts to the City, should Developer default on its obligations; (2) require Developer and its contractors to indemnify the City as provided in the Development Agreement; (3) name the City as an express intended third-party beneficiary of the construction contract; and (4) name the City as a co-obligee on a performance and payment bond for the Park/Streetscape Project.

**(6) Developer to Convey Its Fee Interest in the Public Reservation Area Located East of Ocean Terrace.**

Developer shall convey to the City any right, title and interest the Developer has in the public reservation area depicted in Exhibit "A-1;" provided, however, that as explained in Note 1 above, the Developer would reserve its reversionary interest in the eastern 30 feet of the Ocean Terrace right of way.

**(7) Enhanced Service Area for Beachfront Concession.**

The Development Agreement provides that if Developer successfully secures a hotel operation at Ocean Terrace that is substantially similar to the quality of operations and level of service of the Delano Hotel (1685 Collins Avenue), the Shelborne Hotel (1801 Collins Avenue), or the Nautilus Hotel (1825 Collins Avenue), a comparable set which is substantially equivalent to a four diamond AAA rating, the Developer would have the right to utilize a maximum of 175 linear feet between 74th Street and 75th Street, which area represents approximately 10% of the total linear footprint of the Ocean Terrace Concession Area, for a beachfront concession offering enhanced beach equipment and food and beverage services for Hotel patrons (the Enhanced Service Area), to be offered through the City's beachfront concessionaire, the Boucher Brothers Miami Beach, LLC.

Pursuant to the proposed development agreement, the arrangement for the Enhanced Service Area would permit the Hotel to utilize branded uniforms and beach equipment in the Enhanced Service Area. Under the proposed arrangement, the City would continue to receive the same percentage of gross revenues that the City currently receives under its Concession Agreement with the Boucher Brothers with respect to the sale of standard beach equipment and prepackaged food offerings (namely, 20% of gross receipts on sale of standard beach equipment, and 15% of gross receipts on prepackaged food offerings).

**(8) Timing for Key Project Milestones and Completion of the Park Streetscape Improvements.**

The Development Agreement will include timeframes for the various deliverables and submittals

set forth in the Development Agreement. The Developer's proposed timeframes, representing the key steps in the development process, are included in the Agreement and summarized below:

| | |
|---|---|
| **Effective Date of Development Agreement** | Following second reading, the date the Development is fully executed by all parties, and recorded. |
| **HPB Hearing for the Park/Streetscape Project and the Proposed Development** | Developer will endeavor to have the zoning applications for the Park/Streetscape Project and the Proposed Development heard by the City's Historic Preservation Board within 12 months following the Effective Date of the Development Agreement, but the failure to do so will not be deemed an event of default. |
| **Completion of Phase 1 of Park/Streetscape Project** | Phase 1 will be substantially completed within 48 months following the Effective Date of the Development Agreement. |
| **Completion of Phase 2 of Park/Streetscape Project** | Phase 2 will be substantially completed within 96 months following the Effective Date of the Development Agreement. |
| **Closing (the date for City's conveyance of Right of Way Areas to the Developer, and Developer's conveyance of its Interest in Public Reservation Area, and easements and other agreements/bonds required under the Development Agreement** | The Closing will take place on a date determined by Developer, but not later than 10 business days after the Developer obtains (i) all final, non-appealable zoning approvals for the Proposed Development, and (ii) all final, non-appealable permits and approvals needed to commence construction of the Park/Streetscape Project. |
| **Completion of the Proposed Development** | Within 96 months following the Effective Date, subject to one 24-month extension if Developer has (i) completed Phase 2 of the Park/Streetscape Project within the timeframes set forth in the Development Agreement and (ii) has then commenced construction of the Proposed Development. |
| **Duration of Development Agreement** | 10-year initial duration following the Effective Date, with one automatic 8-year extension if Developer completes the Park/Streetscape Improvements within the timeframes set forth in the Development Agreement. |

**(9) Application Fees and Contribution for Monthly City Parking Passes.**

In consideration for the Developer's commitment to complete the Park/Streetscape Project, and in recognition of Developer's prior payment of $206,835.00 (as per invoice number 00091435) to the City in zoning application fees for the Proposed Development, Developer has proposed that the City cover the zoning application fees for both the Proposed Development and the Park/Streetscape Project, the maximum total amount of which would be $80,000. Developer has also requested the waiver of any other City fees relating to the Park/Streetscape

Project, to the extent any such waiver is currently permitted under the City Code (i.e., without requiring any legislation to provide for any such waiver).

In addition, Developer has requested that in the event the City Commission, at its sole discretion, adopts any amendments to the City's Land Development Regulations to provide any credit or refund for previously paid zoning application fees, the Development Agreement will provide the Developer with the right to obtain any such credit or refund for the corresponding portion of the application fees previously paid by the Developer for the Proposed Development (the total of which amounted to $206,835).

Finally, the City will budget and appropriate, from the General Fund, the amounts necessary to pay the Parking System for the costs of 100 monthly parking passes for use by the Developer and its contractors during construction of the Park/Streetscape Project and the Proposed Development, subject to the total aggregate not-to-exceed amount of $300,000. The monthly parking passes will be utilized at the following City-owned parking lots: (i) Collins Avenue and 75th Street, provided, however, that on weekdays, the maximum of 25 parking spaces may be utilized at this location at any time, with the remainder available for parking for the general public, and provided, further, that no parking spaces shall be utilized at the 75th Street parking lot on weekends or holidays; (ii) 299 72nd Street (until such time as the commencement of construction at this location); (iii) 8040 Collins Avenue; (iv) 8300 Collins Avenue or such other City lots as the City may designate.

Except with respect to the foregoing, Developer shall be responsible for all other governmental fees applicable to the Proposed Development and the Park/Streetscape Project.

**(10) Staging.**

Although Developer initially requested use of portions of the 75th Street parking lot for staging, Developer has been responsive to the concerns raised by the Planning Board and the City's Land Use and Development Committee and has agreed to withdraw its request to use any portion of the parking lot for staging. Instead, Developer has agreed to the following:

(a) During construction of the Park/Streetscape Project, the Developer and its contractors will have the right to use the areas within Phases I and II of the Park/Streetscape Project as staging areas and lay-down yards in connection with the construction of the Park/Streetscape Project.

(b) During construction of the Proposed Development, the Developer and its contractors will have the right to use the area within Phase II of the Park/Streetscape Project as staging areas and lay-down yards in connection with the construction of the Proposed Development.

**(11) Café.**

The proposed Concept Plan includes an area of approximately 2,000 square feet, designated for use as an outdoor café serving the general public. The Development Agreement will provide that if the café is approved by the HPB, the Developer would have the right to operate the café generally consistent with the sidewalk café permit requirements as set forth in Chapter 82 of the City Code, and in accordance with the minimum standards, criteria and conditions set forth in Sections 82-385 to 82-388 of the City Code.

**(12) Transfers or Assignments of the Proposed Development and Park/Streetscape Project Prior to Completion.**

Developer has agreed to retain day-to-day management and operational control of the delivery of the Park/Streetscape Project at all times until its completion.

Developer has requested that it be permitted to transfer or assign any interest in the Proposed Development, including a sale of the entire project, without City Commission approval, provided Developer at all times retains operational control of delivery of the Park/Streetscape Project until its completion. The Administration and Developer are continuing their discussions regarding this matter.

**Proposed Changes to the Development Agreement In Response to City Commission Direction at First Reading.**

Since first reading, the Administration and the Developer have met on numerous occasions, and the Developer has updated the proposed Concept Plan and the proposed terms of the development agreement, in an effort to be responsive to the City Commission's input at first reading. The changes include:

1) Updating the Phasing Plan to provide for a greater footprint of the overall Park/Streetscape Project to be completed in Phase 1, within 4 years of the Effective Date; and

2) Addressing the concern for loss of parking spaces via (i) a valet parking solution at both the 75th Street parking lot and 8040 Collins Avenue on weekends and holidays, which would mitigate the loss of parking associated with the Park/Streetscape Project, and requiring Developer to cover City losses, at a split of 75% Developer/25% City, up to the aggregate amount of $100,000, in support thereof, and (ii) providing flexibility for the City's Parking Director to limit construction parking at the 72nd Street parking lot on weekends or holidays, as necessary to respond to parking demands on the lot; and (iii) if the City is able to legislatively allow the use of a vacant West lot for a temporary parking solution, the Developer has agreed to create a stone lot for overflow valet or construction parking, at their sole cost and expense.

3) Providing for earlier timeframe for completion of the Proposed Development, by reducing the automatic extension if Phase 2 of the Park/Streetscape project is timely completed from 3 years to 2 years; and

4) Reducing the potential for extension of timeframes based on economic force majeure from a maximum period of 36 months to 30 months; and

5) Clarifying the conditions precedent to the issuance of certificate of occupancy for the Proposed Development, to provide that the City shall not issue a temporary certificate of occupancy (TCO) prior to completion of Phase 1 of the Park/Streetscape Project, and shall not issue a final certificate of occupancy (CO) prior to completion of Phase 2 of the Park/Streetscape Project; and

6) Strengthening the rights of the City and the public with respect to the easement, to ensure the City will operate and control the Easement Area solely for public purposes, and in the same manner as other City right-of-ways (i.e., with the City's ability to control all improvements to the

Easement Area, all cultural or other programming of events in the Easement Area, and to limit Developer's rights, so that Developer may only use the Easement Area in the same manner as made available to the public.

**Open Issues.**

The sole remaining open issue is the transfer or assignment of the private portion of the proposed development. The Developer has proffered that they will retain full control of both Phase 1 and Phase 2 of the Park/Streetscape project but they remain firm that restrictions related to transfers or assignments may substantially limit their ability to bring on development partners or restrict the project from being realized if third party investors view the hurdles of the transfer as a deed restriction on the property. The Administration remains open to reaching a mutually beneficial solution that keeps the goal of moving forward both the public project and the Proposed Development as the primary objective with the protection necessary to ensure we reach those goals.

**CONCLUSION**

The Administration recommends that the City Commission approve on Second Reading, the proposed Development Agreement and vacation of the City Right-of-Way Areas, with the vacation conditioned upon, and Developer's satisfaction of, certain terms and conditions, to be set forth in the Development Agreement between the City and Developer, which conditions shall, among other terms, require the Developer to (1) grant to the City a perpetual easement for recreational, utility, pedestrian and vehicular access over, across and under the City Right-of-Way Areas; and (2) obligate the Developer to develop, design, and construct, at the Developer's sole cost and expense (with the exception of those City fees noted above), the Park/Streetscape Project, with such public improvements having a value of approximately Fourteen Million Eight Hundred Thousand Dollars ($14,800,000).

**Legislative Tracking**

Public Works

**ATTACHMENTS:**

**Description**

- Exhibit A - City Right of Way Areas
- Exhibit A-1 Waterfront Parcel
- Exhibit A-2 - City Attorney Memorandum
- Exhibit B - Planning Analysis
- Exhibit C - Appraisal
- Exhibit D Ocean Terrace Project CIP Cost Estimate
- Exhibit E. OceanTerrace_EconomicImpact_Final
- Exhibit F - Development Agreement
- Exhibit G - Concept and Phasing Plans
- Exhibit H - Walker Report
- Email in support from Judith Bishop

- Email in support from Silvia Coltrane
- Resolution - Ocean Terrace Development Agreement
- Resolution - Ocean Terrace Vacation
- Advertisement - 1
- Advertisement - 2
- Updated Memorandum - R7 A1; Ocean Terrace Development Agreement Memo

**75th STREET ROW**
**11,840 sq ft**

**PUBLIC RESERVATION AREA/WATERFRONT PARCEL**

**OCEAN TERRACE RIGHT OF WAY**
**25,200 sq ft**

**EROSION CONTROL LINE**
PER SURVEY DATED 1/26/2017
PLAT BOOK 105, PAGE 62
RECORDED 12-30-1997

**74th STREET ROW**
**8,880 sq ft**

75th STREET
(PUBLIC RIGHT OF WAY)

74th STREET
(PUBLIC RIGHT OF WAY)

COLLINS AVENUE
(PUBLIC RIGHT OF WAY)
(SECOND AVENUE PLAT BOOK 34, PAGE 4)

OCEAN TERRACE
(PUBLIC RIGHT OF WAY)
(FIRST AVENUE PLAT BOOK 34, PAGE 4)

PUBLIC RESERVATION PER PLAT BOOK 34, PAGE 4
(VARIES IN WIDTH)

BLOCK 1
TOWNSITE OF HARDING

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14

FLOOD ZONE: AE (EL 8)
FLOOD ZONE: X

N 85°59'28" E 396.00'
N 85°59'28" E 296.00'
N 85°59'28" E 140.00'
N 85°59'28" E 150.00'
S 03°26'32" E 60.00'
N 03°26'32" W 360.00'
N 03°26'32" W 455.00'
113.66'
155.34'

SET NAIL & DISK
LB5653 (01/3/17)

SET 1/2" PIPE & CAP
LB5653 (01/3/17)
NO REFERENCE CORNER

FOUND 1/2" PIPE
NO I.D. (01/9/17)

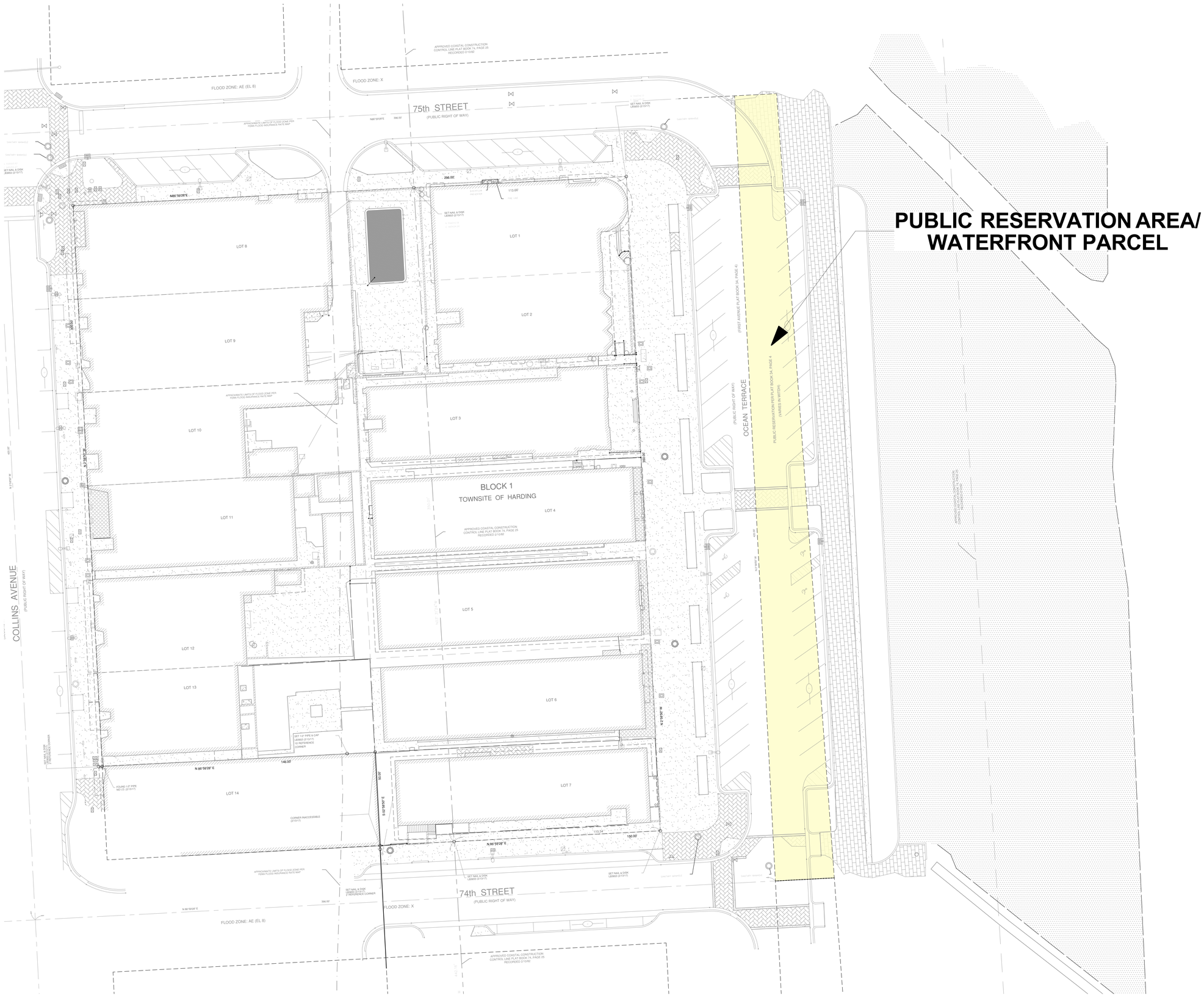
CORNER INACCESSIBLE
(01/3/17)

APPROXIMATE LIMITS OF FLOOD ZONE PER
FEMA FLOOD INSURANCE RATE MAP

APPROVED COASTAL CONSTRUCTION
CONTROL LINE PLAT BOOK 74, PAGE 25
RECORDED 2/10/92

N

SCALE 1/64"=1'-0"




PUBLIC RESERVATION

N

SCALE 1/64"=1'-0"

# EXHIBIT "A"

## LEGAL DESCRIPTION:

A portion of the Public Reservation shown on Plat of TOWNSITE OF HARDING, according to the Plat thereof, as recorded in Plat Book 34 at Page 4, of the Public Records of Miami–Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 7 in Block 1, of said Plat of TOWNSITE OF HARDING; thence South 02°58'50" East, along the Southerly prolongation of the West Right–of–Way line of Ocean Terrace, (First Avenue per Plat Book 34 at Page 4), for 30.00 feet to a point on the center line of 74th Street (Second Street per Plat Book 34 at Page 4); thence North 86°59'28" East, along said center line, for 60.00 feet to a point on the East Right–of–Way line of said Ocean Terrace and the Point of Beginning; thence continue North 86°59'28" East, along said center line, for 31.53 feet to a point on the East line of said Public Reservation; thence North 04°12'42" West, along said East line, for 420.09 feet to a point on the North line of Government Lot 7, lying in Section 2, Township 53 South, Range 42 East, also being the North line of Plat Book 34 at Page 4; thence South 86°59'28" West along said North line of Government Lot 7 for 22.50 feet to a point on said East Right–of–Way line of Ocean Terrace, also being the West line of said Public Reservation; thence South 02°58'50" East, along said East Right–of–Way line and West line, for 420.00 feet to the Point of Beginning.

## SURVEYOR'S NOTES:

- This site lies in Section 2, Township 53 South, Range 42 East, City of Miami Beach, Miami–Dade County, Florida.
- Bearings hereon are referred to an assumed value of N 02°58'50" W for the centerline of Collins Avenue.
- Lands shown hereon were not abstracted for easements and/or rights–of–way of records.
- Lands shown hereon containing 11,346 square feet, or 0.260 acres, more or less.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2016–170–NGVD.

## SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on May 8, 2019, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: _____
Daniel C. Fortin, Jr., For The Firm
Surveyor and Mapper, LS6435
State of Florida.

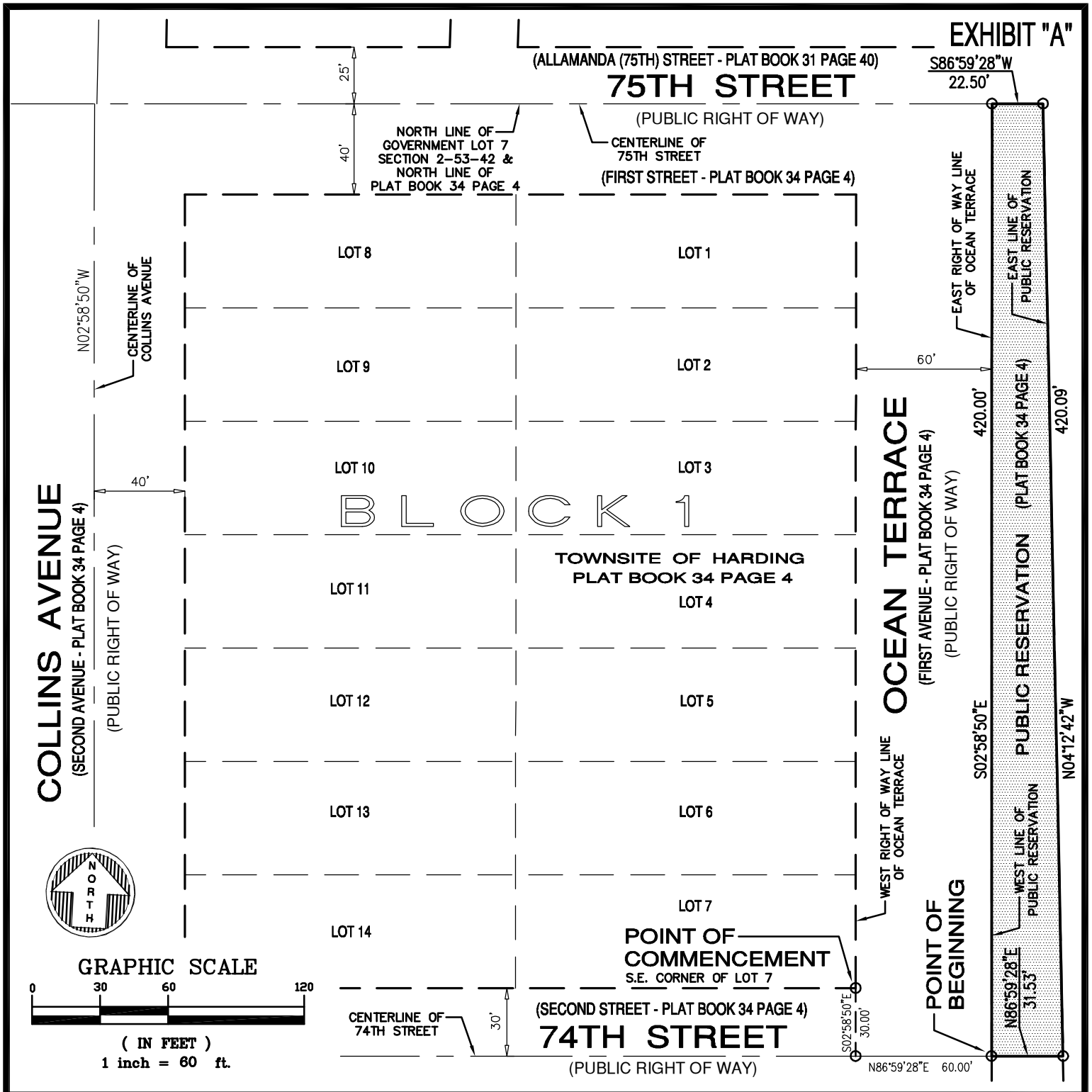
| | |
|---|---|
| Drawn By | MAP |
| Cad. No. | 190176 |
| Ref. Dwg. | 2016–170 |
| | |
| Plotted: | 5/9/19 7:29a |

LEGAL DESCRIPTION, NOTES & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

| | |
|---|---|
| Date | 5/8/19 |
| Scale | NOT TO SCALE |
| Job. No. | 190441 |
| Dwg. No. | 1019–007–K |
| Sheet | 1 of 3 |

# EXHIBIT "A"




| | |
|---|---|
| Drawn By | MAP |
| Cad. No. | 190176 |
| Ref. Dwg. | 2016-170 |
| Plotted: | 5/9/19 7:29a |

## SKETCH OF DESCRIPTION


FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax: 305-651-7132 / Email fls@flssurvey.com


| | |
|---|---|
| Date | 5/8/19 |
| Scale | 1"=60' |
| Job. No. | 190441 |
| Dwg. No. | 1019-007-K |
| Sheet | 2 of 3 |

# EXHIBIT "A"




| | |
|---|---|
| Drawn By | MAP |
| Cad. No. | 190176 |
| Ref. Dwg. | 2016–170 |
| | |
| Plotted: | 5/9/19 7:29a |

## LOCATION SKETCH


FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com


| | |
|---|---|
| Date | 5/8/19 |
| Scale | NOT TO SCALE |
| Job. No. | 190441 |
| Dwg. No. | 1019–007–K |
| Sheet | 3 of 3 |

MIAMIBEACH

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

# COMMISSION MEMORANDUM

**TO:** Mayor Dan Gelber and Members of the City Commission

**FROM:** Raul J. Aguila, City Attorney

**DATE:** July 19, 2019

**SUBJECT:** Vacation and Development Agreement for Ocean Terrace

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At the June 26, 2019 City Commission meeting, I provided the Mayor and City Commission with my legal opinion that the proposed Ocean Terrace transaction is subject to the stringent and heightened approval requirements set forth in Section 1.03(b)(4) of the City Charter, which requires approval by a 4/7th vote of the Planning Board (which approval was obtained on May 21, 2019), and by a 6/7ths vote of the City Commission I also issued a Supplemental Memorandum with respect to the foregoing, a copy of which is attached as **Exhibit "A"** hereto, in which I concluded that the proposed Ocean Terrace transaction does not require a voter referendum under Sections 1.03(b)(1) or 1.03(c) of the City Charter.

This memorandum is intended to supplement my June 26, 2019 legal opinion, in order to comprehensively address the various legal questions that members of the City Commission and the public have raised, including the specific questions Commissioner Gongora raised at the June 26, 2019 City Commission meeting (regarding whether the proposed Ocean Terrace vacation could be structured for the vacated properties to be "deeded back" to the City after a specified period of time)

## 1. Background on the Vacation and the Nature of the Property Interests Involved.

At the June 26, 2019 first reading of the Vacation Resolution and Development Agreement, the City Commission made clear that the stated objectives for this transaction are to (1) realize a significant public benefit via much-needed park and streetscape beautification improvements to the Ocean Terrace neighborhood, (2) serve as a catalyst for the economic development of North Beach, and (3) secure the public's right to continue to use and enjoy Ocean Terrace, 74th Street and 75th Street for pedestrian and vehicular access, as enhanced by the park/streetscape improvements

As explained in my June 26, 2019 Supplemental Memorandum, the City is currently **not** the underlying fee simple owner of Ocean Terrace, 74th Street, or 75th Street (collectively, the "Right of Way") and does not hold legal title to the Right of Way. Instead, the City holds a right of way dedication, which confers on the public an exclusive right of use (as provided in the Harding Plat), so long as the dedicated Right of Way is used for the purpose of the dedication (namely, for pedestrian and vehicular access). The Developer, as the successor to the original abutting property owners who dedicated the Right of Way when the plat was created, holds the underlying reversionary fee interest in the dedicated Right of Way *See Robbins v. White*, 52 Fla 613, 42 So. 841, 841-44 (Fla. 1907) (a dedication "does not divest the owner of the title to the land, but only subjects the land and the title to the public easement for street purposes," with title remaining

in the dedicator or his successors in title); *Coral Gables v. Old Cutler Bay Homeowners Corp.*, 529 So. 2d 1188, 1189-90 (Fla. 3rd DCA 1988) ("[A] common law dedication does not pass the fee in land. The interest acquired by the municipality is generally held to be in the nature of an easement, with the public having a right of use and nothing more.")

The vacation of a right-of-way is a legislative act within the exercise of the City Commission's discretion, if the City Commission determines the vacation is in the public interest. *See, e.g., Robbins v. White,* 42 So. 2d 841 (1907); *City of Temple Terrace, Fla. v. Tozier*, 903 So. 2d 970 (Fla. 2d DCA 2005). If approved, the vacation would be effectuated by the City Commission's adoption of a resolution authorizing the vacation, and the City thereafter quit claiming any right, title and interest it has in the Right of Way, (thereby extinguishing the dedication)**. By operation of law, once the City vacates the Right of Way, the underlying fee interest in the Right of Way vests with the current abutting property owners**. See, e.g., *Servando Bldg. Co. v. Zimmerman*, 91 So. 2d 289 (Fla. 1956); *Smith v. Horn,* 70 So. 435 (Fla. 1915); *Hurt v. Lenchuk,* 223 So. 2d 350 (Fla. 4th DCA 1969) ("When a street is lawfully vacated, title to the area vacated vests in the adjoining property owners").

Based on the foregoing, under the current structure of the Ocean Terrace transaction, at the Closing when the City delivers its quit claim deed to the Developer, the Developer will be fully vested with its underlying fee interest in the vacated Right of Way**. Importantly, at the Closing, Developer will simultaneously encumber the vacated Right of Way, by granting the City an irrevocable, perpetual easement, in favor of the public, for the continued public use of the Right of Way. The easement runs with the land, and has a scope that is similar to the interests the City currently has in the Right of Way dedication. Accordingly, by requiring the Developer to deliver the easement as a condition of Closing, the transaction is expressly structured to address concerns about public access, and to ensure that the rights of the public to the continued use of the Right of Way will not be abandoned, diminished or altered in any way**.

Finally, by vesting Developer with the fee interest (subject to the easement in favor of the public), the structure of the transaction would permit the Developer to include the vacated Right of Way as part of a unified development site, and to aggregate its vested development rights on unified abutting parcels through a covenant in lieu of unity of title, as permitted by Section 1.03(c) of the City Charter (without referendum) and Section 118-5 of the City Code as discussed more fully in Section 2(d) below. Of course, the benefit to the Developer would only be available if Developer complies with the terms and conditions of the Development Agreement (including, among other terms, the requirement to deliver to the City the irrevocable, perpetual easement for the continued public use of the Right of Way).

**2. Questions Regarding Applicability of the City Charter.**

a. **Is the vacation of the Right of Way a Conveyance of City-owned Park, Recreation or Waterfront Property That Would Require a Referendum Pursuant to Section 1.03(b)(1) of the City Charter?**

No. Section 1.03(b)(1) of the City Charter is not applicable to the proposed vacation, because the Right of Way is not "park, recreation or waterfront property."

As explained in my June 26, 2019 Supplemental Memorandum, the Right of Way is not "waterfront property." Rather, in the subject area, the "waterfront property" is the separately platted public reservation area abutting the east side of Ocean Terrace, between the Ocean Terrace right-of-way and the waterfront, as depicted in **Exhibit "B"** attached hereto (the "Waterfront Parcel"). The separately platted Waterfront Parcel is not being vacated or conveyed by the City.

My interpretation with respect to the foregoing is consistent with other right of way vacations, most notably the 87 Terrace/Nasturium Street vacation. Like with the proposed Ocean Terrace vacation, the 87 Terrace vacation did not require a voter referendum under Section 1.03(b)(1) because an intervening, reserved parcel belonging to Miami-Dade County separated the street/right of way from the beach. The 87 Terrace vacation was approved by the City Commission, by resolution, upon a 6/7$^{th}$ vote, as is proposed here, without a City-wide referendum. *See* City Commission Resolution No. 2014-28839 (November 2014).

Further, the Right of Way is not "park" or "recreation" property. The Right of Way, which consists of portions of Ocean Terrace, 74$^{th}$ Street and 75$^{th}$ Street, serves as a public street. No portion of the Right of Way is used as "park" or "recreation" property. In fact, the Parks and Recreation Department's park directory, which catalogues all City parks and related facilities, does not list any portion of the Right of Way as a City "park" or "recreation" area.

It is true that the eastern half of Ocean Terrace is designated "Recreation and Open Space" on the City's Future Land Use Map and is zoned for Government Use "GU." This is so because all future land use designations extend to the centerline of abutting right of ways. However, the ROS designation expresses the City's goals for the "future use of land," *Bd. of Cty. Comm'rs v. Snyder*, 627 So. 2d 469, 475 (Fla. 1993). The designation in the Future Land Use Map does not speak to the property's current use, nor to its status as "park" or "recreation" property. Numerous other right of ways in the City carry the same designations. The City's action in providing these right of ways with Comprehensive Plan and Zoning designations, as it is required to do by law, does not change the character or current use of the right of ways as public streets, nor does it convert the Right of Way into City-owned "park."

The Right of Way was dedicated by plat expressly for public street purposes and for no others. *See Florida E.C.R. Co. v*. *Worley*, 49 Fla. 297, 38 So. 618, 621 (Fla. 1905) (the placement of streets on a plat map "evinces an intention to dedicate the streets to public use as such[.] This is true although there is no formal written dedication accompanying the map"). Were the City to convert the Right of Way to a "park"–a use inconsistent with the plat dedication—the Right of Way would revert to the abutting property owner by operation of law, without any payment or contribution to the City. *See Woodlawn Park Cemetery Co. v. City of Miami*, 104 So. 2d 851 (Fla. 3d DCA 1958) (portion of right–of–way parcel dedicated to municipality for street purposes was held to be abandoned and reverted to landowner when used for other purposes). For these reasons, the Right of Way is purely a public street and does not function as, and cannot be deemed, "park" or "recreation" property within the meaning of Section 1.03(b)(1) of the City Charter.

b. **Is the vacation of the Right of Way a Conveyance of a Public Beach Right of Way (Extending Eastward From Collins Avenue/Ocean Drive to the Erosion Control Line) That Would Require a Referendum Pursuant to Section 1.03(d) of the City Charter?**

No. Section 1.03(d) of the City Charter is not applicable to the proposed vacation, as the Right of Way, although east of Collins Avenue, does not extend to the erosion control line, as shown in **Exhibit "C"** attached hereto. By its plain language, Section 1.03(d) applies to "public beach rights of way" that extend eastward from Collins Avenue or Ocean Drive to the erosion control line, which marks the eastern end of private properties along the Atlantic Ocean beach. Section 1.03(d) would therefore apply to streets like 39th Street, 40th Street, and others that extend from Collins Avenue/Ocean Drive to the erosion control line. However, the Right of Way at issue here does not meet the Charter's definition of "public beach right of way." The original dedication of the Right of Way was not intended to, and does not, extend the roadways to the public beach. Rather, the Right of Way only extends to the easternmost end of Ocean Terrace, with the intervening, separately platted Waterfront Parcel located east of Ocean Terrace. Accordingly, Section 1.03(d) of the City Charter is not applicable to the proposed vacation.

c. **Is the vacation of the Right of Way a Conveyance of a Public Street End Bordering Land Designated "Government Use" . . . or "Waterfront Land" That Would Require a Referendum Pursuant to Section 1.03(e) of the City Charter?**

No. Section 1.03(e) of the City Charter is not applicable to the proposed vacation, as no portion of the Right of Way is a street end. In consultation with the Public Works Department when this transaction was first proposed, and the Public Works Director's technical determination as to the character of the streets in question, **we concluded that Ocean Terrace is not a "street end," but rather is a through street running north/south, which curves and continues onto 73rd Street to the south, and 75th Street to the north. Similarly, the portions of 74th Street and 75th Street being vacated are not street ends, as they do not dead end, but rather, merge and continue onto Ocean Terrace,** as shown in **Exhibit "D"** attached hereto. 74th Street and 75th Street are therefore distinct from City rights of way that "dead end" surrounded by the private property and do not communicate with other streets. The intent of Section 1.03(e) was to discourage the vacation of street ends, which could disrupt or eliminate public access to the waterfront and to important public open spaces. That concern is not present here, as 74th Street and 75th Street flow into Ocean Terrace and will remain open and available for public use and enjoyment in perpetuity through the Developer's grant of perpetual easement.

d. **Does the vacation of the Right of Way Result in an Increase in the Current Floor Area Ratio by Zoning, Transfer, or any Other Means," Which Would Require a Referendum Pursuant to Section 1.03(c) of the City Charter?**

No. Section 1.03(c) of the City Charter, which provides that the floor area ratio of any property shall not be increased by zoning, transfer or any other means, unless approved by voter referendum, specifically states that the foregoing provision "shall not preclude or otherwise affect the division of lots, or the aggregation of development rights on unified abutting parcels, as may be permitted by ordinance."

As permitted by Section 118-5 of the City Code, a property owner with fee simple title to abutting parcels may execute a covenant in lieu of unity of title, to aggregate its development rights on those unified abutting parcels. As explained in Section 1 of this Memorandum, upon the vacation, the right of way reverts to, and vests with, the current abutting property owners, in fee simple. As provided in the proposed Development Agreement, the Developer would execute the City's covenant in lieu of unity of title, as permitted by the Section 118-5 of the City Code, and the vacated Right of Way would be developed as part of a unified development site. This action is consistent with Section 1.03(c) of the Charter, which, by its express terms, permits "the aggregation of development rights on unified abutting parcels, as may be permitted by ordinance."

The execution of a covenant in lieu of unity of title to aggregate development rights on unified abutting parcels is nothing new, and is consistent with the City Charter, the City Code, and past practices. In fact, in the last five years, the City has approved several development projects using the exact vacation and aggregation mechanism proposed here, including for the 87 Terrace project, for the 500 Alton project, as well as for the partial alley vacation for the Trader Joe's project on 17th and Alton.

e. **Do the proposed amendments to the City's Land Development Regulations Result in an Increase in the Current Zoned Floor Area Ratio by "Zoning, Transfer, or any Other Means," Which Would Require a Referendum Pursuant to Section 1.03(c) of the City Charter?**

**No. Because the proposed amendments to the Land Development Regulations do not result in an increase in zoned FAR, no referendum is required pursuant to the City Charter.** Upon the vacation, and following the adoption of the amendments, the Right of Way would retain the zoning designation of the adjacent parcels. The amendments formally rezone the Right of Way from the current zoning classification of GU, "Government Use District," to the corresponding CD-2 or MXE classifications of the abutting parcels. Pursuant to City Code Section 142-425(a), the maximum zoned FAR for GU properties is the average of the FAR in the surrounding zoning districts. Here, the average is an FAR of 2.0, which is equal to the maximum zoned FAR in the CD-2 and MXE districts. **As the rezoning results in no increase in zoned FAR, the proposed amendments, which merely conform the zoning map to the vacation of the Right of Way, do not require the approval of the City's voters under Section 1.03(c) of the City Charter.**

**3. <u>Whether the Transaction Could Be Structured For the Right of Way to be "Deeded Back" to the City</u>.**

With respect to Commissioner Gongora's question of whether the transaction could be expressly structured to require Developer to convey the Right of Way back to the City, or to require Developer to re-dedicate the Right of Way after a certain period of time (i.e., upon the completion of the project), **I would strongly recommend against any such condition, as requiring Developer to be divested of its fee interest after a period of time is inconsistent with the entire concept of a vacation, which, as a matter of law, serves to *vest* the abutting property owners with their underlying fee interest in the Right of Way.** Without this central element, the transaction is not possible in its current form.

In my opinion, if the transaction is expressly structured at the outset so that the predicate of the *vesting* of the underlying fee interest is to be eliminated as a condition of the transaction itself, I do not believe the Developer would, in such an instance, be able to include the Right of Way as part of a unified development site under the City Charter or City Code (as in that case, the vacation, and the Developer's rights, would only be temporary in nature). Further, any such condition would, from the outset, jeopardize the legal status of the proposed development, and make it unlikely, if not impossible, for the Developer to obtain title insurance, financing, or achieve the intended objectives of the transaction (i.e., the condition would render the project legal non-conforming before it is even developed).

For similar reasons, I am concerned that structuring the transaction to require joint ownership of the Right of Way would be inconsistent with the concept of a vacation (which, as discussed above, is intended to vest the fee interest in the abutting property owner by operation of law). Even assuming joint ownership is permitted by law,[1] **as a practical matter, the same public easement that is being provided under the proposed transaction would still need to be in place, as the easement is the instrument that guarantees that the Right of Way will be operated solely for public purposes**.

**4. <u>Questions Regarding Property Taxes and Liability</u>.**

Upon Closing, as the Developer will be the fee owner, the Developer will be responsible for payment of any ad valorem or other taxes associated with the vacated Right of Way. Should Developer elect to pursue a determination from Miami-Dade County that the Right of Way is exempt from taxation because of the nature of the public uses thereof, or otherwise elect to pursue a tax appeal, as applicable, the Administration would cooperate with the Developer, by providing documentation concerning the public uses of the Right of Way. However, Developer will ultimately be responsible for the payment of any property taxes, if any.

With respect to the question of liability, the City will continue to have the same liability exposure that it currently has with respect to the Right of Way. The City's liability for negligence is subject to the sovereign immunity protections available to the City pursuant to Florida law, including, without limitation, the monetary limitation of liability pursuant to Section 768.28 of the Florida Statutes. The Developer, as the underlying fee owner, may also have liability exposure, although Developer may seek to avail itself of the limitations of liability available pursuant to Section 375.251 of the Florida Statutes, which limits the liability of owners who make available certain outdoor recreation areas to the public free of charge. Notwithstanding the foregoing, the proposed easement agreement requires the Developer to name the City as an additional insured on its general liability policy, and to indemnify and hold harmless the City.

[1] A joint ownership structure whereby a private party and the City, as a public entity, would jointly own an undivided 50% fee interest in property, would need to be evaluated very carefully, as it potentially implicates Article VII, Section 10 of the Florida Constitution, which provides that "[n]either the state nor any . . . municipality . . . or agency of any of them, shall become a joint owner with, or stockholder of, or give, lend or use its taxing power or credit to aid any corporation, association, partnership or person." In addition, the structure would raise complex questions as to what laws would apply to the Right of Way if it is owned by both a public and private entity, as the rules applicable to public entities differ from those applicable to private entities.

**5. <u>The Continued Right of the Public to Use and Enjoy the Right of Way</u>.**

I would like to commend Commissioner Gongora and other Commissioners who have raised questions about the easement and the ownership issues, as their questions reflect their desire to ensure that the public is not in any way shortchanged by accepting an irrevocable, perpetual easement interest, as opposed to the current, existing right of way dedication in the plat.

**It is important for the public to understand that not only does the foregoing Ocean Terrace transaction comply with all technical, legal requirements, but the rights of the public to the continued use and enjoyment of the Right of Way is not being abandoned, diminished, or otherwise altered in any way. Rather, through the irrevocable, perpetual easement that is required as a condition of this transaction, the broad rights of the public to use the Right of Way areas will be preserved and maintained, in perpetuity.**

RJA/RAP/pps

**Exhibit "A"**

MIAMIBEACH

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

# COMMISSION MEMORANDUM

**TO:** Mayor Dan Gelber and Members of the City Commission

**FROM:** Raul J. Aguila, City Attorney

**DATE:** June 26, 2019

**SUBJECT:** Agenda Item R7A, Proposed Vacation of Portions of Ocean Terrace, 74th Street and 75th Street

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This supplemental memorandum responds to questions relating to the legal mechanism regarding the proposed vacation of portions of Ocean Terrace, 74th Street and 75th Street, which is the subject of Agenda Item R7A on the agenda for the June 26, 2019 City Commission meeting.

First, as stated in the Commission Memorandum accompanying Agenda Item R7A, Section 1.03(b)(1) of the City Charter, which requires a referendum for any conveyance of park, recreation or waterfront property, is not applicable to the proposed vacation, because the Ocean Terrace right of way is not "park, recreation or waterfront property." Rather, in the subject area, the "waterfront property" is the separately platted public reservation area abutting the east side of Ocean Terrace, between the Ocean Terrace right-of-way and the waterfront, as depicted in Exhibit A-1 (the "Waterfront Parcel"). The separately platted Waterfront Parcel is not being vacated or conveyed by the City.

Second, a voter referendum is not required under Section 1.03(c) of the City Charter, as the Charter does not require a referendum for the aggregation of development rights on unified abutting parcels. Section 1.03(c) of the City Charter, which provides that the floor area ratio of any property shall not be increased by zoning, transfer or any other means, unless approved by voter referendum, specifically states that the foregoing provision "shall not preclude or otherwise affect the division of lots, or the aggregation of development rights on unified abutting parcels, as may be permitted by ordinance."

As permitted by Section 118-5 of the City Code, a property owner with fee simple title to abutting parcels may execute a covenant in lieu of unity of title, to aggregate its development rights on those unified abutting parcels.

Here, with respect to the proposed vacation of the City's right-of-way, if the City Commission determines it is in the public interest to vacate a right of way, then by operation of law, the right of way reverts to the current abutting property owners, who

hold the underlying reversionary fee interest in the right of way.[1] Accordingly, upon the vacation, the right of way reverts to, and vests with, the current abutting property owners, in fee simple. As provided in the proposed Development Agreement, the Developer would execute the City's covenant in lieu of unity of title, as permitted by the Section 118-5 of the City Code, and the vacated right of way areas would be developed as part of a unified development site.

Finally, the proposed amendments to the City's Land Development Regulations, to rezone from the current zoning classification of GU, "Government Use District," to the corresponding CD-2 or MXE classifications of the abutting parcels, do not require a referendum under the City Charter. Currently, the F.A.R. for GU properties is the average of the FAR in the surrounding zoning districts. Here, the average is an F.A.R. of 2.0, which is the maximum F.A.R. in the CD-2 and MXE districts. As there is no increase in zoned F.A.R., no referendum is required under Section 1.03(c) of the City Charter.

Based on the foregoing, and as stated in the Commission Memorandum accompanying Agenda Item R7A, pursuant to Section 1.03(b)(4) of the City Charter, the proposed transaction requires approval by a majority vote of the Planning Board, and a 6/7ths vote of the City Commission.

RJA/rap/ag

[1] The City is not the underlying fee simple owner of the streets. Instead, the City holds a right of way dedication to the streets, which means that when the original plat was created, the original abutting owners, who hold the underlying fee interest, dedicated the right of way for use by the public, as provided in the plat.

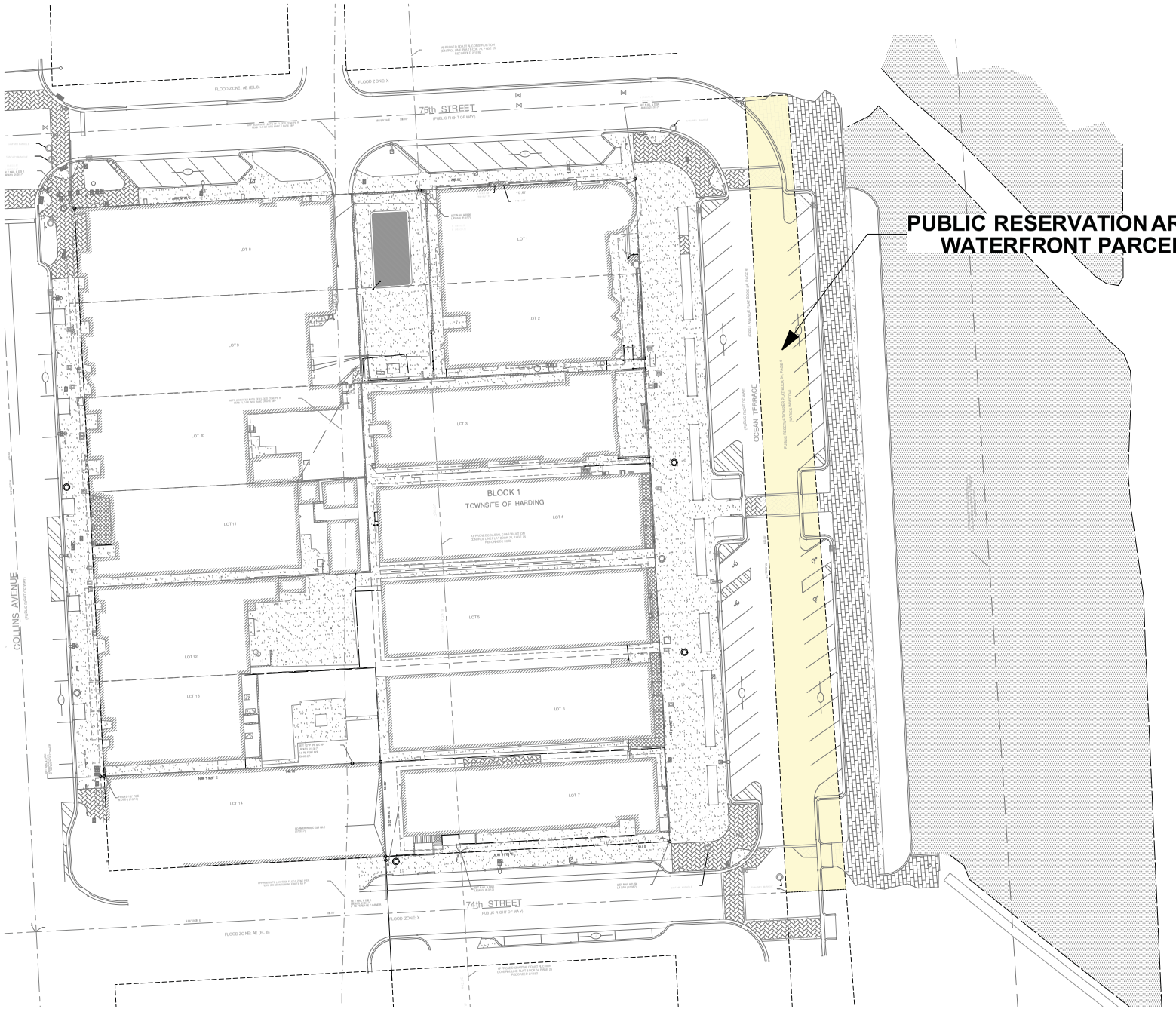
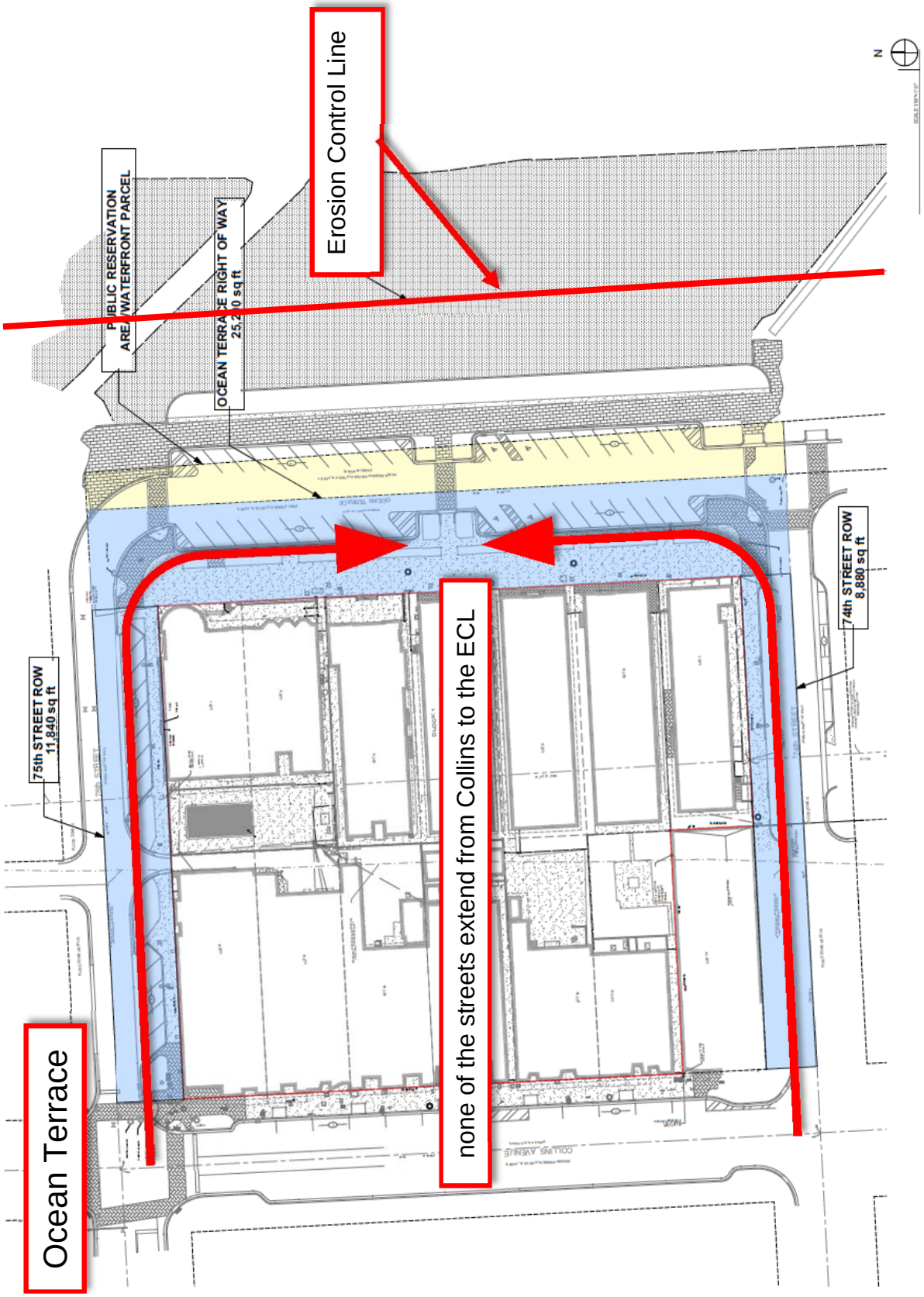
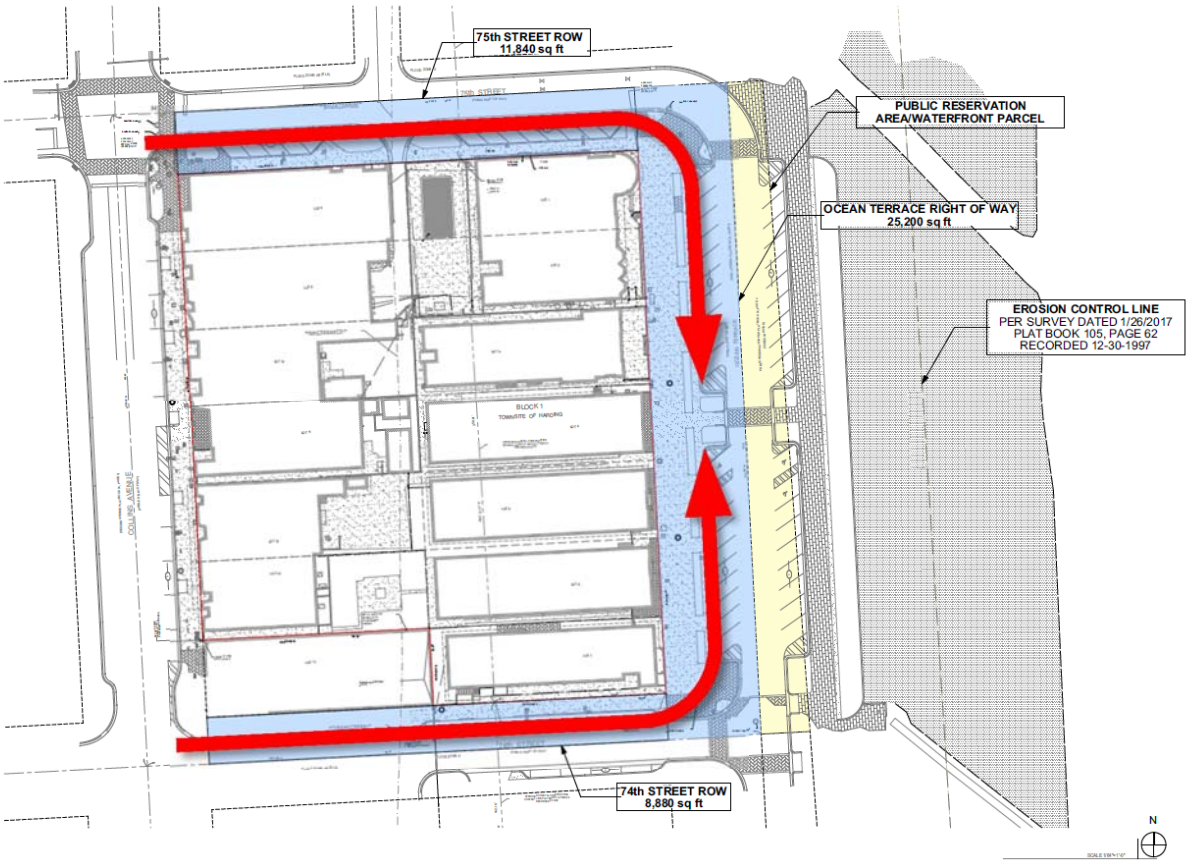

PUBLIC RESERVATION AREA/
WATERFRONT PARCEL
75th STREET
(PUBLIC RIGHT OF WAY)
74th STREET
(PUBLIC RIGHT OF WAY)
COLLINS AVENUE
OCEAN TERRACE
BLOCK 1
TOWNSITE OF HARDING
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
FLOOD ZONE: AE (EL 8)
FLOOD ZONE: X
PUBLIC RESERVATION
N
SCALE 1/64"= 1'-0"

**Exhibit "B"**

**Exhibit "C"**


Erosion Control Line
PUBLIC RESERVATION
AREA/WATERFRONT PARCEL
OCEAN TERRACE RIGHT OF WAY
25,200 sq ft
75th STREET ROW
11,840 sq ft
74th STREET ROW
8,880 sq ft
Ocean Terrace
none of the streets extend from Collins to the ECL

# Exhibit "D"


75th STREET ROW
11,840 sq ft
PUBLIC RESERVATION
AREA/WATERFRONT PARCEL
OCEAN TERRACE RIGHT OF WAY
25,200 sq ft
EROSION CONTROL LINE
PER SURVEY DATED 1/26/2017
PLAT BOOK 105, PAGE 62
RECORDED 12-30-1997
74th STREET ROW
8,880 sq ft
N



# MIAMI BEACH

## PLANNING DEPARTMENT

## Staff Report & Recommendation — PLANNING BOARD

TO: Chairperson and Members
Planning Board

DATE: May 21, 2019

FROM: Thomas R. Mooney, AICP
Planning Director

SUBJECT: **PB 19-0292. Portion of Ocean Terrace and 75th Street rights of way – Comprehensive Plan Amendment.**
**PB 19-0293. Portion of Ocean Terrace and 75th Street rights of way – Zoning district change.**
**PB 19-0294. Vacation of Portions of Ocean Terrace, 74th Street and 75th Street.**

**REQUEST**

**PB 19-0292. Portion of Ocean Terrace and 75th Street rights of way – Comprehensive Plan Amendment. AN ORDINANCE** OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY OF MIAMI BEACH 2025 COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE CATEGORY PURSUANT TO SECTION 118-166 OF THE CITY CODE, AND PURSUANT TO SECTIONS 163.3181 AND SECTION 163.3187, FLORIDA STATUTES, BY CHANGING THE FUTURE LAND USE DESIGNATION FOR A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE OCEAN TERRACE RIGHT OF WAY (BETWEEN THE CENTERLINE OF 74th STREET AND THE NORTHERN RIGHT OF WAY LINE OF 75th STREET AS SHOWN ON THE PLAT OF THE TOWNSITE OF HARDING, RECORDED IN PLAT BOOK 34, PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY), AND LOCATED IN THE 75TH STREET RIGHT OF WAY BETWEEN OCEAN TERRACE AND COLLINS AVENUE, AND WHICH IS COMPRISED OF LESS THAN 10 ACRES, FROM THE CURRENT DESIGNATIONS OF PF, "PUBLIC FACILITY," AND ROS, "RECREATION AND OPEN SPACE," TO THE FUTURE LAND USE CATEGORIES OF CD-2, "COMMERCIAL MEDIUM INTENSITY" AND MXE, "MIXED-USE ENTERTAINMENT"; AND PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

**PB 19-0293. Portion of Ocean Terrace and 75th Street rights of way – Zoning district change. AN ORDINANCE** OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING DISTRICT MAP, CONSISTENT WITH THE REQUIREMENTS OF CITY CODE SECTION 142-72, "DISTRICT MAP," AND PURSUANT TO CITY CODE SECTION 118-162, "PETITIONS FOR CHANGES AND AMENDMENTS," BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE OCEAN TERRACE RIGHT OF WAY (BETWEEN THE CENTERLINE OF 74th STREET AND THE NORTHERN RIGHT OF

WAY LINE OF 75th STREET AS SHOWN ON THE PLAT OF THE TOWNSITE OF HARDING, RECORDED IN PLAT BOOK 34, PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY), AND LOCATED IN THE 75TH STREET RIGHT OF WAY BETWEEN OCEAN TERRACE AND COLLINS AVENUE, AND WHICH IS COMPRISED OF LESS THAN 10 ACRES, FROM THE CURRENT ZONING CLASSIFICATION OF GU, "GOVERNMENT USE DISTRICT," TO CD-2, "COMMERCIAL MEDIUM INTENSITY DISTRICT," AND MXE, "MIXED-USE ENTERTAINMENT" AND EXTENDING THE BOUNDARY OF THE OCEAN TERRACE OVERLAY ZONE TO ENCOMPASS SAID PARCEL OF LAND; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

**PB 19-0294. Vacation of Portions of Ocean Terrace, 74th Street and 75th Street.** APPROVAL OF THE PLANNING BOARD, BY A 4/7THS VOTE, PURSUANT TO CITY CHARTER SECTION 1.03(b)(4), AND SECTION 118-51(11) OF THE CITY'S LAND DEVELOPMENT REGULATIONS, OF THE PROPOSED VACATION OF THAT PORTION OF (1) OCEAN TERRACE, BETWEEN THE CENTERLINE OF 74th STREET AND THE NORTHERN RIGHT OF WAY LINE OF 75th STREET AS SHOWN ON THE PLAT OF THE TOWNSITE OF HARDING, RECORDED IN PLAT BOOK 34, PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY (THE "HARDING TOWNSITE PLAT"), WHICH CONSISTS OF A 60-FOOT WIDE RIGHT OF WAY CONTAINING APPROXIMATELY 25,205 SQUARE FEET IN TOTAL LOT AREA; (2) THE NORTH HALF OF 74th STREET, BETWEEN OCEAN TERRACE AND COLLINS AVENUE, WHICH CONSISTS OF A 30-FOOT WIDE RIGHT OF WAY CONTAINING APPROXIMATELY 8,880 SQUARE FEET IN TOTAL LOT AREA; AND (3) A PORTION OF 75th STREET, BETWEEN OCEAN TERRACE AND COLLINS AVENUE, WHICH CONSISTS OF A 40-FOOT WIDE RIGHT-OF-WAY (ROW) CONTAINING APPROXIMATELY 11,840 SQUARE FEET IN TOTAL LOT AREA (COLLECTIVELY, THE "CITY RIGHT OF WAY AREAS"), AS SHOWN ON THE HARDING TOWNSITE PLAT, IN FAVOR OF THE ABUTTING PROPERTY OWNERS, G & V REALTY, LLC, 7400 OCEAN TERRACE, LLC, 7410 OCEAN TERRACE, LLC, 7420 OCEAN TERRACE INVESTMENT, LLC, 7436 OCEAN TERRACE, LLC, 7450 OCEAN TERRACE, LLC, AND 7441 COLLINS AVENUE INVESTMENT, LLC (COLLECTIVELY, THE "APPLICANT" ); FURTHER, PROVIDING THAT THE FOREGOING VACATION OF THE CITY RIGHT OF WAY AREAS SHALL BE SUBJECT TO AND CONTINGENT UPON THE APPLICANT'S SATISFACTION OF CERTAIN CONDITIONS, TO BE SET FORTH IN A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND THE APPLICANT, WHICH CONDITIONS SHALL, AMONG OTHER TERMS, REQUIRE THE APPLICANT TO (1) GRANT TO THE CITY A PERPETUAL UTILITY, ROADWAY AND PEDESTRIAN ACCESS EASEMENT OVER, ACROSS AND UNDER THE CITY RIGHT OF WAY AREAS; AND (2) OBLIGATE THE APPLICANT TO DEVELOP, DESIGN, AND CONSTRUCT, AT THE APPLICANT'S SOLE COST AND EXPENSE, CERTAIN PUBLIC PARK AND STREETSCAPE IMPROVEMENTS IN THE VICINITY OF OCEAN TERRACE, BETWEEN 73RD STREET AND 75TH STREET, WITH SUCH PUBLIC IMPROVEMENTS HAVING A VALUE OF NOT LESS THAN FIFTEEN MILLION DOLLARS ($15,000,000).

## RECOMMENDATION

Transmit the proposed future land use map amendment, zoning district map amendment, and right of way vacation to the City Commission with a favorable recommendation.

## 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") discussed how to implement the plan at its February 22, 2019 meeting. The FCWPC directed staff to explore ways to prioritize and fund the proposed public improvement project. During the February 22, 2019 FCWPC, staff reported that after review of funding alternatives for the approximate $15M that would be required to bring the Ocean Terrace Park Plan to fruition, the administration recommended the City explore entering into a public-private partnership through a development agreement. The Administration requested the opportunity to solicit potential public/private partnership options to fund the Ocean Terrace Neighborhood Urban Design Plan. The FCWPC agreed and ask the Administration to return with potential partners.

At the March 22, 2019 FCWPC meeting, the administration returned with a potential public/private partnership with Ocean Terrace Holdings, LLC, one owner fo adjacent lots on the west side of Ocean Terrace. The FCWPC reviewed the conceptual plans and recommended that the City Commission refer a discussion to consider the vacation of portions of Ocean Terrace, 74th Street 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. The development agreement could 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. The FCWPC recommended that the Administration retain a consultant to assess the economic benefits that the proposed project would provide and to proceed with discussions with Ocean Terrace Holding, LLC and to return to the FCWPC with the terms and conditions, including the public benefits and economic impact. The FCWPC further recommended that the item be referred to the Land Use and Development Committee, as well as the Planning Board.

On April 10, 2019, at the request of Commissioner Ricky Arriola, the City Commission referred the proposed ordinances to the Land Use and Development Review Committee and the Planning Board (Item C7 I).

**BACKGROUND**

The administration has retained consultants at the developer's expense to assess the economic benefits that the proposed project would provide and to conduct an appraisal. The administration has also been authorized on to negotiate a Development Agreement with Ocean Terrace Holding, LLC (and affiliates/Ocean Terrace property owners), to evaluate the public benefit of such an agreement, including but not limited to the vacation of portions of the Ocean Terrace and 74th / 75th Street rights of way, and to evaluate the impact of such a development agreement will have on the City and the Ocean Terrace/North Beach corridor.

**REVIEW CRITERIA**

Pursuant to Section 118-163 of the City Code, in reviewing a request for an amendment to these land development regulations, the board shall consider the following when applicable:

1. **Whether the proposed change is consistent and compatible with the comprehensive plan and any applicable neighborhood or redevelopment plans.**

   **Consistent** – The proposed LDR ordinance is consistent with the goals, objectives, and

policies of the Comprehensive Plan as proposed to be amended.

2. **Whether the proposed change would create an isolated district unrelated to adjacent or nearby districts.**

   **Consistent** – The proposed amendment provides for an extension of existing district boundaries.

3. **Whether the change suggested is out of scale with the needs of the neighborhood or the city.**

   **Consistent** - The proposed ordinance amendment is not out of scale with the surrounding neighborhood.

4. **Whether the proposed change would tax the existing load on public facilities and infrastructure.**

   **Consistent** – The proposed ordinance will not affect the load on public facilities and infrastructure.

5. **Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

   **Consistent** – The existing district boundaries do not extend to the centerline of the roadways. The proposed change would provide for more logically drawn boundaries for the affected areas.

6. **Whether changed or changing conditions make the passage of the proposed change necessary.**

   **Consistent** – The need to encourage redevelopment in the Ocean Terrace area and implement the Ocean Terrace Neighborhood Plan makes passage of the proposed change necessary.

7. **Whether the proposed change will adversely influence living conditions in the neighborhood.**

   **Consistent** – The proposed ordinance amendment will not adversely affect living conditions in the neighborhood.

8. **Whether the proposed change will create or excessively increase traffic congestion beyond the levels of service as set forth in the comprehensive plan or otherwise affect public safety.**

   **Consistent** – The proposed change will not create or increase traffic congestion from what is currently permitted.

9. **Whether the proposed change will seriously reduce light and air to adjacent areas.**

   **Consistent** – The proposed change will not reduce light and air to adjacent areas.

**10. Whether the proposed change will adversely affect property values in the adjacent area.**

**Consistent** – The proposed change should not adversely affect property values in the adjacent areas.

**11. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.**

**Consistent** – The proposed change should not be a deterrent to the improvement or development of properties in the City.

**12. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning.**

**Not applicable.**

**13. Whether it is impossible to find other adequate sites in the city for the proposed use in a district already permitting such use.**

**Not applicable.**

**COMPLIANCE WITH SEA LEVEL RISE AND RESILIENCY REVIEW CRITERIA**

Section 133-50(b) of the Land Development Regulations establishes the following review criteria when considering ordinances, adopting resolutions, or making recommendations:

**(1) Whether the proposal affects an area that is vulnerable to the impacts of sea level rise, pursuant to adopted projections.**

**Consistent** – The proposal affects an area with an elevation above the City's long-term sea level rise projections, therefore it does not affect areas that is directly vulnerable to the impacts of sea level rise.

**(2) Whether the proposal will increase the resiliency of the City with respect to sea level rise.**

**Consistent** – The proposal will allow for the rebuilding of Ocean Terrace with additional open spaces that will improve the resiliency of the City.

**(3) Whether the proposal is compatible with the City's sea level rise mitigation and resiliency efforts.**

**Consistent** – The proposal does not diminish and is compatible with the City's sea level rise mitigation and resiliency efforts.

## PLANNING ANALYSIS

### Zoning / Site Data

| | |
|---|---|
| Site Area: | 15,045 SF / 0.345 AC |
| Existing FLUM Category: | Recreation and Open Space (ROS)<br>Public Facilities (PF) |
| Proposed FLUM Category: | Mixed Use Entertainment Category (MXE)<br>Medium Intensity Commercial Category (CD-2) |
| Existing Zoning Designation: | GU, Government Use District |
| Proposed Zoning Designation: | MXE, Mixed Use Entertainment District<br>CD-2, Commercial, Medium Intensity District |
| Existing Land Uses: | |
| North: | Public Library & Public Parking Lot |
| East: | Dunes & Beach |
| South: | Residential Buildings |
| West: | Commercial Buildings |

### The Proposal

The proposal is to change the future land use and zoning designations of portions of the Ocean Terrace Right of Way (ROW) northeast of the midpoint of 74th Street and of the southern portion of the 75th Street ROW east of Collins Avenue, to be consistent with the abutting private property. Portions of the ROW will then be vacated with a perpetual access easement being granted to the City. This will allow the developers of the abutting property to utilize the FAR from the vacated ROW, in exchange for making improvements to Ocean Terrace and side streets between 73rd and 75th Streets, consistent with the adopted Ocean Terrace Neighborhood Plan. A development agreement is proposed as well, which will provide the details and enforcement mechanisms of the proposal.

Currently, the affected ROW area located along Ocean Terrace and the eastern half of the affected part of 75th Street has a Future Land Use Map (FLUM) designation of ROS. The western half of the affected part of 75th Street has a FLUM designation of PF. See attached map. The proposal is to change the FLUM designation of the affected portion of Ocean Terrace and the eastern portion of the affected part of 75th Street to MXE, to be consistent with the abutting parcels. The western portion of the affected part of 75th Street is proposed to change to CD-2, to be consistent with the abutting parcels.

The affected ROW areas have a zoning designation of GU. It is proposed that the zoning be changed to MXE and CD-2, consistent with the aforementioned FLUM amendments.

### Comprehensive Plan Process

The total land area involved in this application is 0.345 acres (15,045 SF). Under Section 163.3187 F.S., land use map amendments of less than 10 acres in size may be considered "small-scale" amendments, which require only one public hearing before the City Commission, which shall be an adoption hearing. Upon adoption, the local government shall send a copy of the adopted small-scale amendment to the State Land Planning Agency so that the Agency can maintain a complete and up-to-date copy of the City's Comprehensive Plan.

**Interlocal Agreement for Public School Facility Planning**
The 2005 Florida Legislature adopted laws which are incorporated in the Florida Statutes, requiring each local government to adopt an intergovernmental coordination element as part of their comprehensive plan, as well as a statutory mandate to implement public school concurrency.

Currently there is a proposal to change the use of the site to a hotel. If there were a modification that established residential units, final site plan approval is contingent upon meeting Public School Concurrency requirements and the applicant will be required to obtain a valid School Concurrency Determination Certificate (Certificate) issued by the Miami-Dade County Public Schools. Such Certificate will state the number of seats reserved at each school level. In the event sufficient seats are not available, a proportionate share mitigation plan shall be incorporated into a tri-party development agreement and duly executed prior to the issuance of a Building Permit.

**Summary**
The proposed amendment to the FLUM of the City's Comprehensive Plan and the change to the Zoning Map require that these amendments be processed together, as they are interrelated to one another; however, separate motions must be made for each application. The amendments will provide for consistency between the FLUM and the Zoning Atlas. The change will allow for the implementation of the Ocean Terrace Neighborhood Plan.

**ROW VACATION ANALYSIS**
Section 82-38 of the Code of the City of Miami Beach requires that any proposed sale or lease of City-owned land be analyzed from a planning perspective so that the City Commission and the public are fully apprised of all conditions relating to the proposed sale or lease.

The proposal is to vacate the western half of Ocean Terrace between 74th and 75th Streets, the southern half of 75th Street east of Collins Avenue, and the northeastern portion of 74th Street east of Collins Avenue (See the "Right of Way Vacation Area" map at the end of this report). The right of way contains approximately 45,920 SF/1.054 AC in total lot area. A perpetual public access easement will be provided, allowing for the area to continue to function for vehicular and pedestrian access. In exchange for the vacation, the developer of the adjacent Ocean Terrace properties will build out the proposals in the Ocean Terrace Neighborhood Plan for the portions located along Ocean Terrace and side streets between 73rd and 75th Streets. The Ocean Terrace Neighborhood Plan calls for turning Ocean Terrace into a pedestrian oriented street with park areas. (See the attached summary of the vacation agreement and related exhibits)

The following is an analysis based on the criteria delineated in the Code:

1. **Whether or not the proposed use is in keeping with city goals and objectives and conforms to the city comprehensive plan.**

   **Consistent –** The vacated ROW will continue to be used for public purposes. Vehicular access and limited parking will remain on side streets, while Ocean Terrace will become a pedestrian area. It will continue to provide public access to the beach and pedestrian facilities will be greatly enhanced. Additional park spaces will be created and access to

the beach will be improved. This is consistent with the Comprehensive Plan Conservation/Coastal Zone Management Element Objective 10, which states the following:

*Objective 10: PUBLIC SHORELINE ACCESS*

*Increase the amount of public access to the beach or shoreline consistent with the estimated public need.*

Since the developer will be contributing to the development of recreation facilities and enhancement of adjacent recreation areas and open space, the proposal is also consistent with Recreation and Open Space Element Policy 3.5, which states the following:

*Policy 3.5*

*The City of Miami Beach shall continue to use the Land Development Regulations of the City Code as standards and incentives which encourage private sector development projects to landscape required open space, develop private recreation facilities on site, and through the impact fee requirement, contribute to the enhancement of adjacent* public recreation and open space.

2. **The impact on adjacent property, including the potential positive or negative impacts such as diminution of open space, increased traffic, noise level or enhanced property values, improved development patterns and provision of necessary services. Based on the proposed use of the property, the city shall determine the potential impact of the project on city utilities and other infrastructure needs and the magnitude of costs associated with needed infrastructure improvements. Should it become apparent that further evaluation of traffic impact is needed, the proponent shall be responsible for obtaining a traffic impact analysis from a reputable traffic engineer.**

**Consistent** – No negative impacts are anticipated by the proposal. The ROW being vacated by the City is proposed to be within the Mixed-Use Entertainment Category (MXE) and Medium Intensity Commercial Category (CD-2) future land use category. These categories allow for a maximum floor area ratio (FAR) of 2.0. Vacation of the 45,920 SF of ROW will allow approximately 91,840 additional square feet to be developed within a unified development site with the adjacent parcels.

- Though a ROW is proposed to be vacated, no construction is being proposed within the vacated ROW; therefore, there will be no diminution of open space. The vacated area will be rebuilt consistent with the Ocean Terrace Neighborhood Plan which will provide for additional open spaces.
- Vacation of the ROW will not affect the transportation network, as vehicular access will be maintained. The use of the floor area that is made available from the vacation of the ROW could potentially generate up to approximately 34 peak hour trips if used for residential purposes. This does not represent a significant increase in peak hour volumes, and the level of service adopted in the Comprehensive Plan will continue to

be maintained along Collins Avenue, Harding/Abbott Avenue, and Indian Creek Drive Sub-Area within the North Beach Transportation Concurrency Management Area.

- No noise level impacts are anticipated from the vacation, as the use of the property will remain open and the use will be similar in nature.
- The appearance of the property will improve with the proposed vacation, as the approved development proposal includes open space, pavers, landscaping, wider pedestrian paths, and other enhancements consistent with the Ocean Terrace Neighborhood Plan. These improvements should enhance surrounding property values.
- Vacation of the ROW will allow for improved utilization of the adjacent parcel, and lead to improved development patterns throughout Ocean Terrace and the North Beach area, which is in need of economic redevelopment.
- Vacation of the ROW way will not impact adopted levels of service for public infrastructure. Compliance with parks and transportation concurrency for utilization of the floor area that maybe utilized within a unified development site will be determined and mitigated in conjunction with the building permit process; however, no additional utilities or infrastructure are expected to be necessary.

3. **A determination as to whether or not the proposed use is in keeping with a public purpose and community needs, such as expanding the city's revenue base, creating jobs, creating a significant revenue stream, and improving the community's overall quality of life.**

**Consistent** - This proposal expands the City's revenue base by adding untaxed public property to the tax rolls. The additional floor area that is made available to the adjacent property will improve the viability of a new development and create additional taxable value. In addition, the agreement will allow for the implementation of the Ocean Terrace Neighborhood Plan which will beautify the street and create larger public spaces and enhance the surrounding community.

4. **A determination as to whether or not the development is in keeping with the surrounding neighborhood, will block views or create environmental intrusions, and evaluation of the design and aesthetic considerations of the project.**

**Consistent** - The surrounding neighborhood will not be negatively affected. The ROW area will remain undeveloped and a public access easement will be provided. As a result, it will not lead to the blocking of views. No environmental intrusions will be created by the proposed ROW vacation.

5. **The impact on adjacent properties, whether or not there is adequate parking, street and infrastructure needs.**

**Consistent** – Vacation of this ROW will not affect the parking or infrastructure needs of adjacent properties. Surrounding properties are not dependent on the parking provided within this ROW should it be removed in the future. It is expected that public parking will be provided immediately to the north and to the southwest of the proposed vacation.

6. **Such other issues as the city manager or his authorized designee, who shall be**

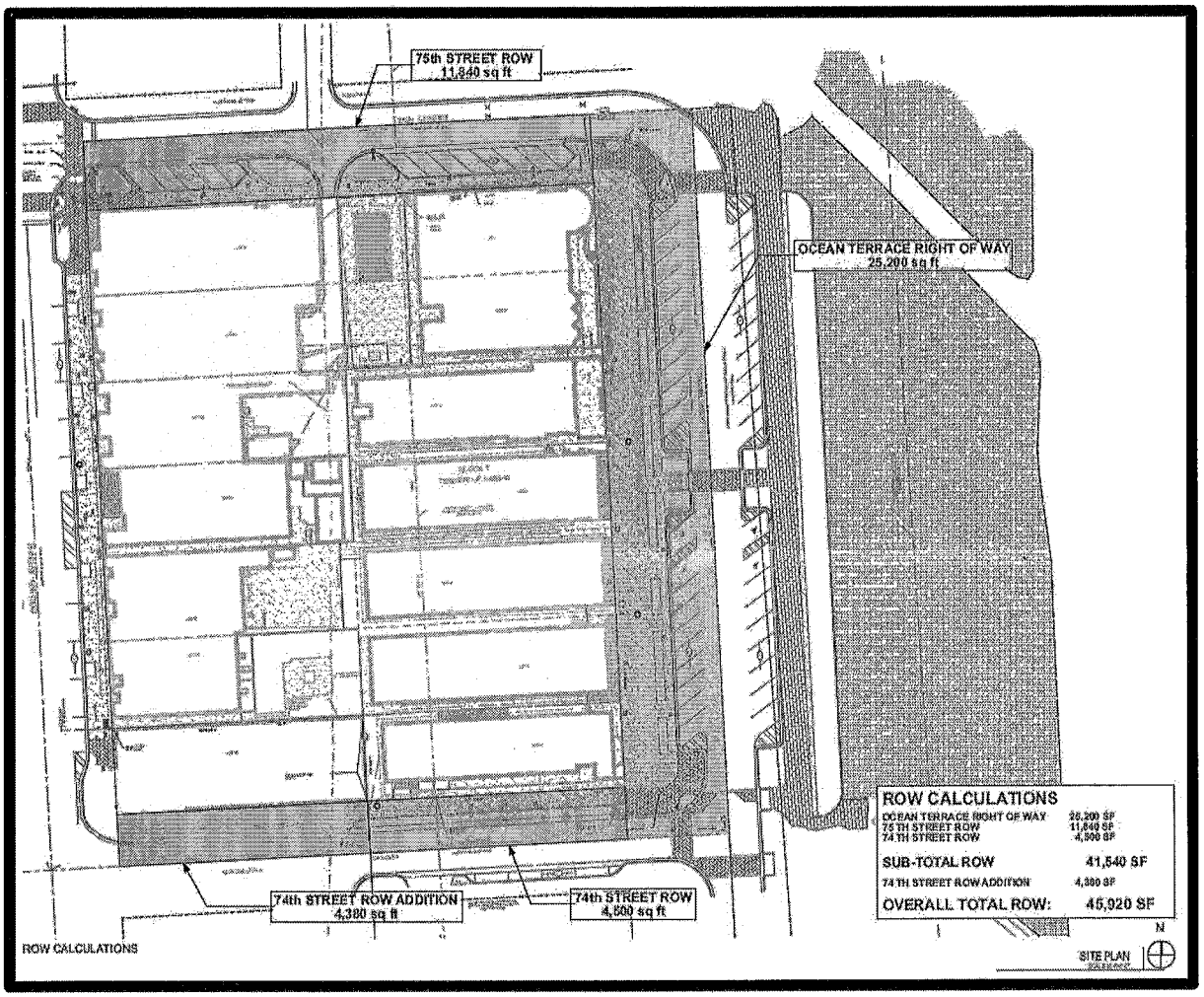
**the city's planning director, may deem appropriate in analysis of the proposed disposition.**

**Not applicable** - The Planning Department has no other issues it deems appropriate to analyze for this proposal.

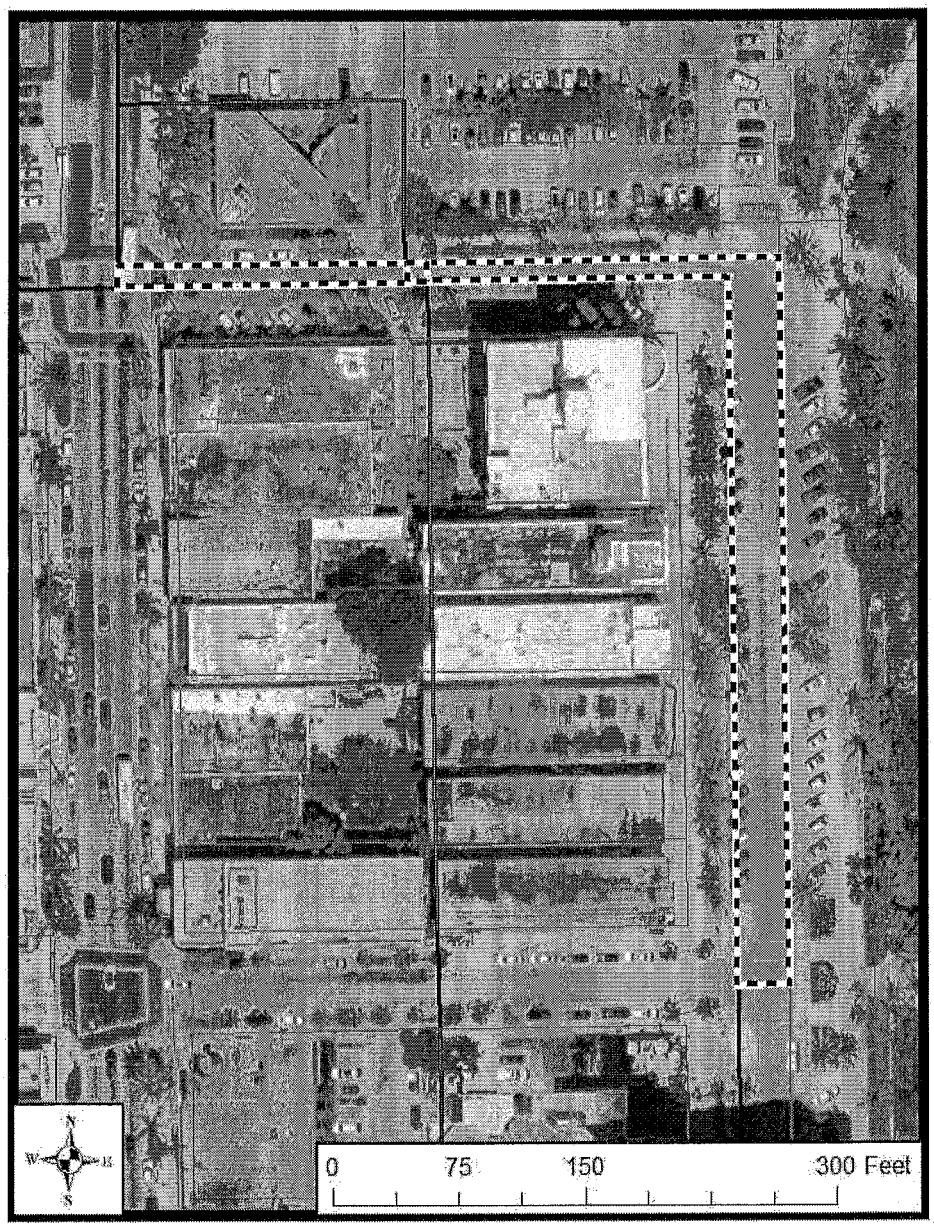
## RECOMMENDATION

In view of the foregoing analysis, staff recommends that the Planning Board transmit the proposed future land use map amendment, zoning district map amendment, and right of way vacation to the City Commission with a favorable recommendation.

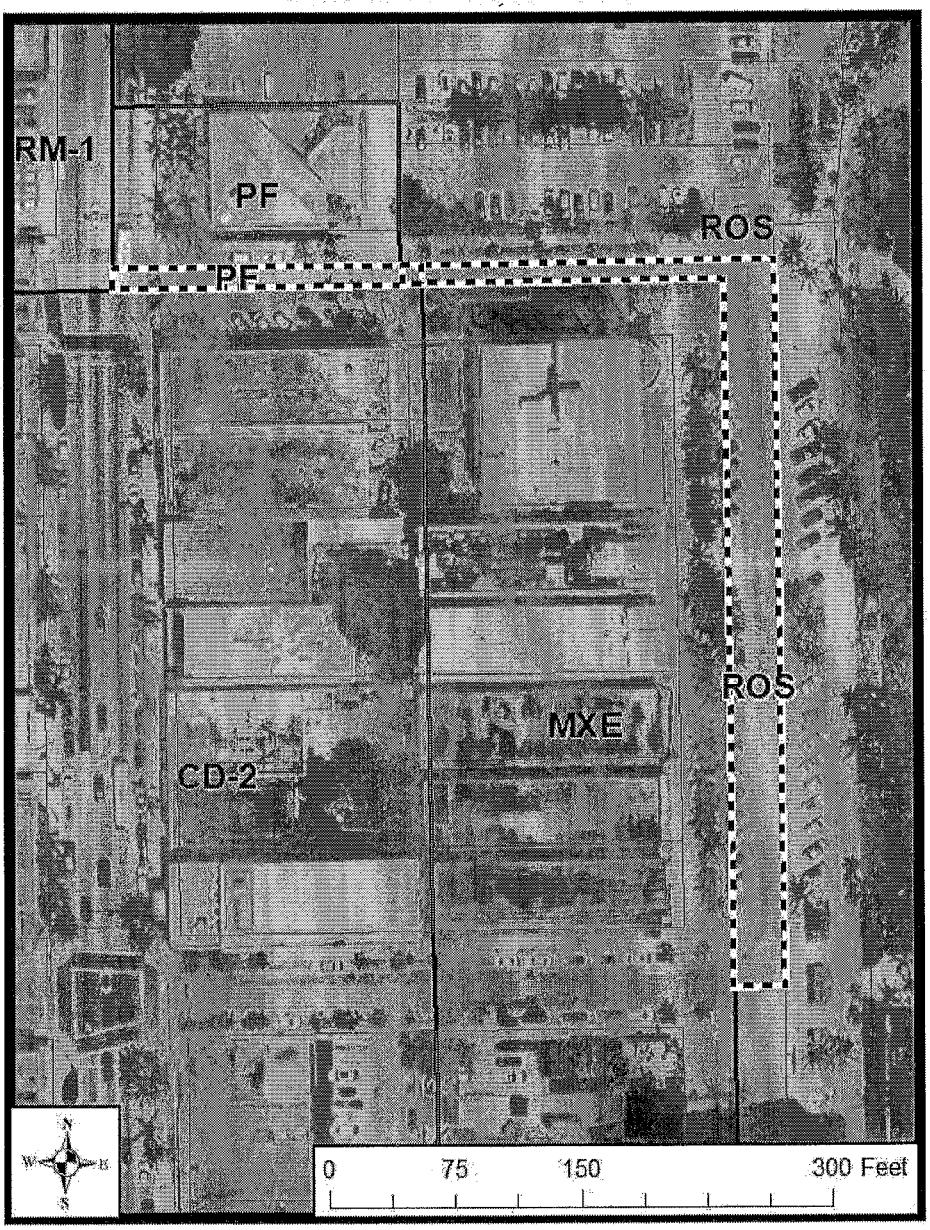
# Right of Way Vacation Area



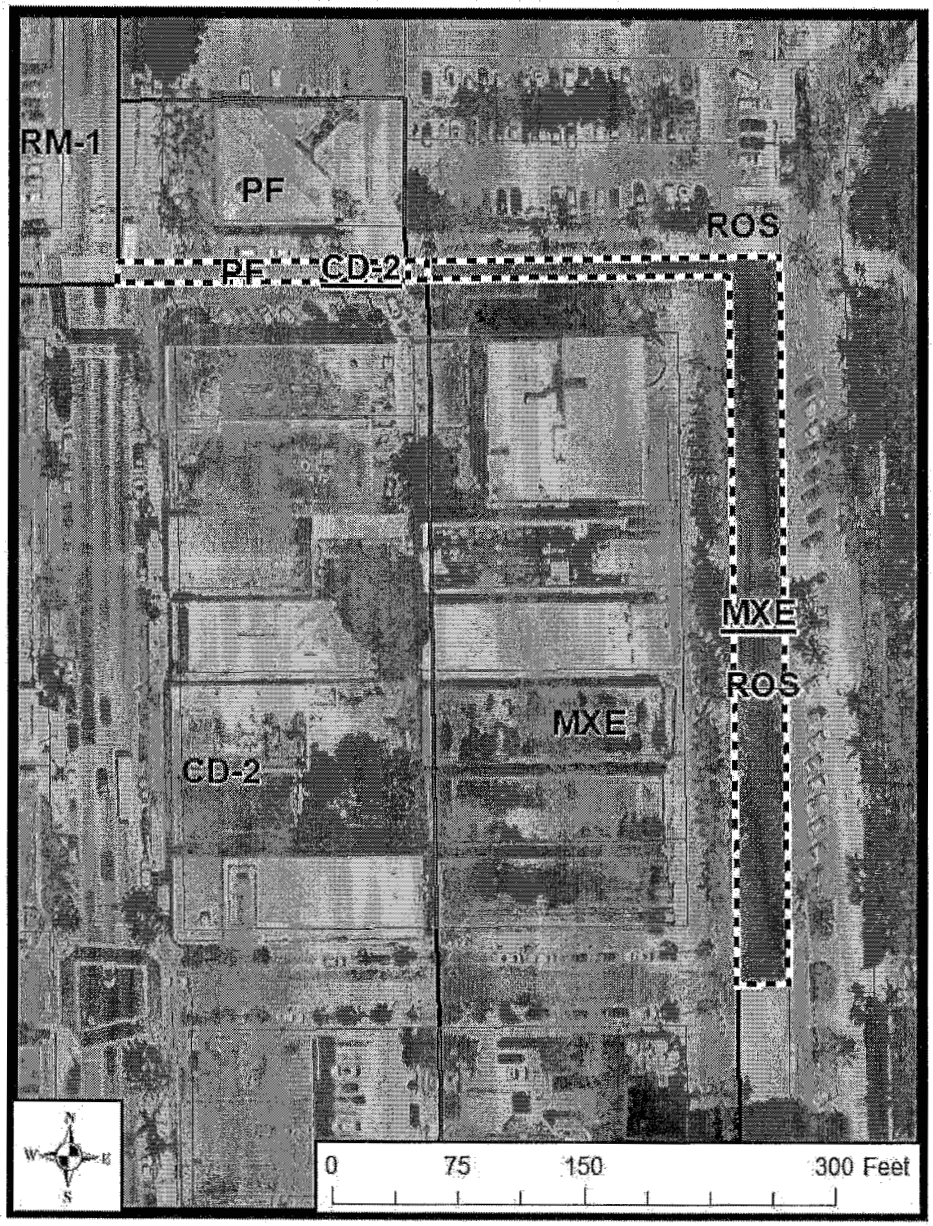
# Aerial



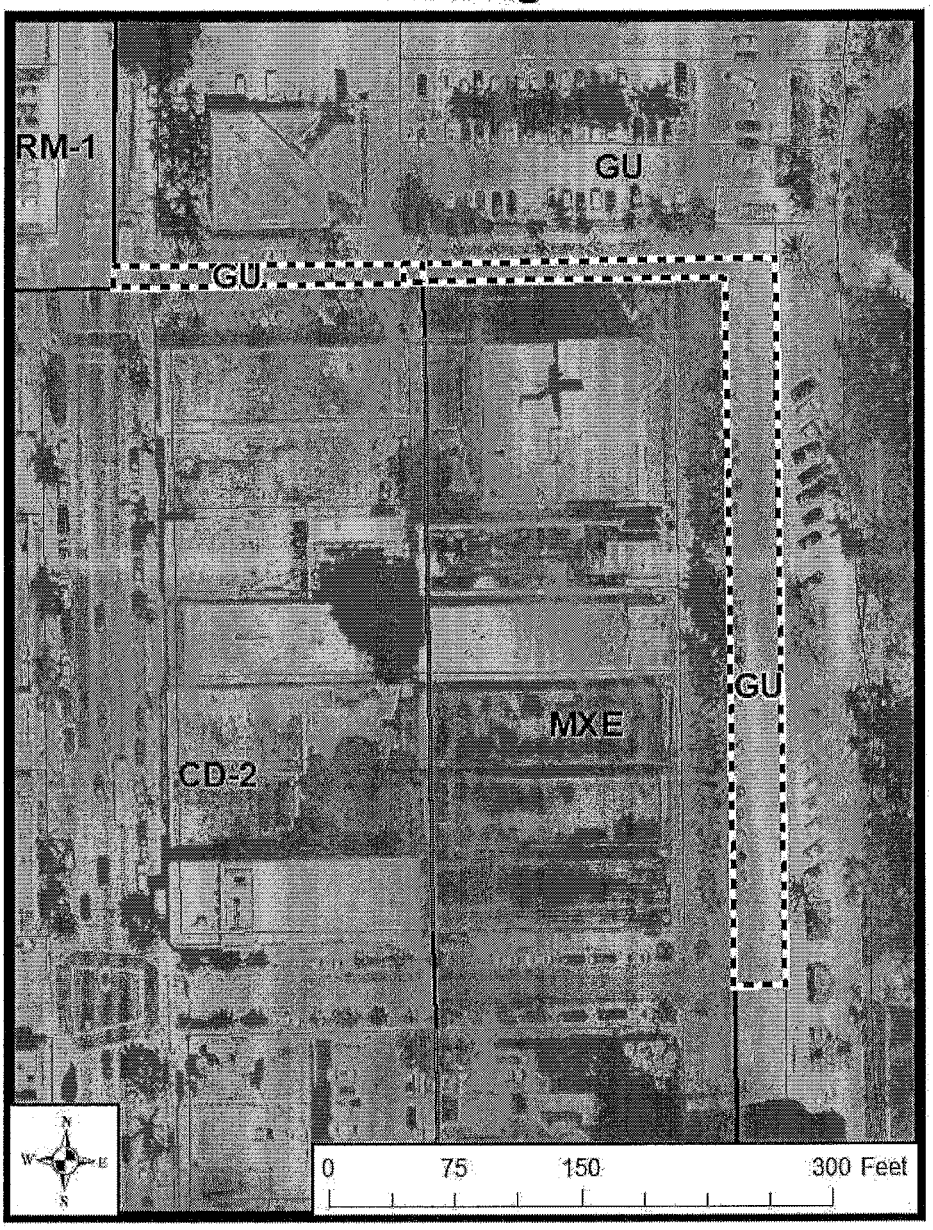
# Existing Future Land Use



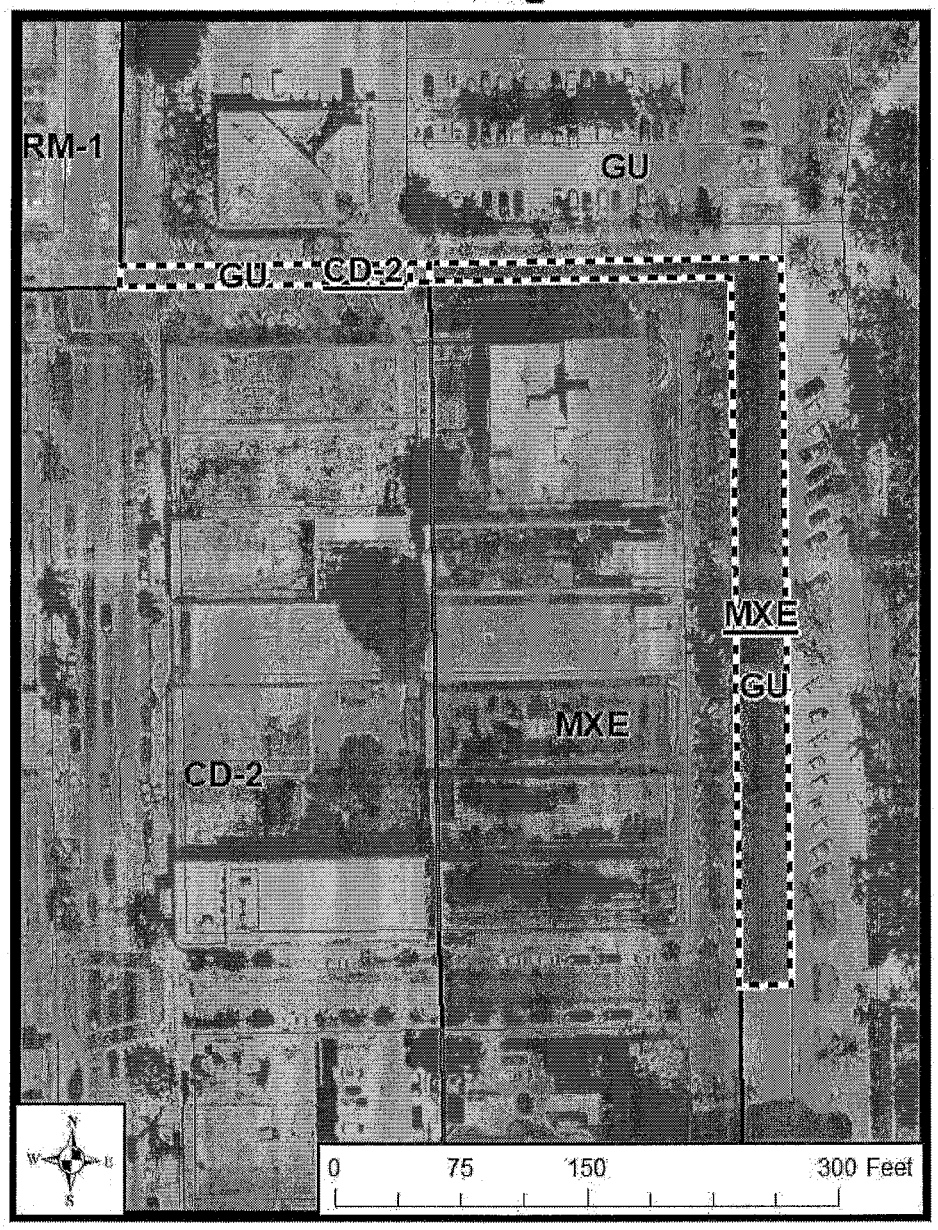
# Proposed
# Future Land Use



# Existing Zoning



# Proposed Zoning



# APPRAISAL REPORT

# OF THE CONTRIBUTORY VALUE OF

# PROPOSED VACATED PORTIONS OF OCEAN TERRACE,

# 74TH STREET AND 75TH STREET TO BE UTILIZED IN

# CONJUNCTION WITH A REDEVELOPMENT SITE

# LOCATED AT

# 7400-7450 OCEAN TERRACE AND 7409-7449 COLLINS AVENUE

# MIAMI BEACH, FLORIDA

**DATE OF VALUATION:**

**JULY 3, 2019**

**J. ALHALE APPRAISALS, INC.**
**Real Estate Appraisers and Consultants**

# J. ALHALE APPRAISALS, INC.
## REAL ESTATE APPRAISERS AND CONSULTANTS
## 3475 SHERIDAN STREET, SUITE 313
## HOLLYWOOD, FLORIDA 33021

**JOZEF ALHALE, MAI**
**STATE CERTIFIED GENERAL APPRAISER**
**NO. RZ0001557**

**CELL: (305) 613-7477**
**E-MAIL: jbalhale@aol.com**
**WWW.jalhaleappraisals.com**


July 8, 2019

Mr. Eric T. Carpenter, P.E.
Assistant City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

Re: Proposed Vacated Portions of
Ocean Terrace, 74th Street and
75th Street, as described herein
Miami Beach, Florida

Dear Mr. Carpenter:

Pursuant to your request for an appraisal of the above referenced property, I submit the following appraisal report.

Legal Description: The proposed to be vacated portion of Ocean Terrace, 74th Street and 75th Street surround the developer's site which is legally described as Lots 1 through 13, Block 1, Harding Townsite, as recorded in Plat Book 34, Page 4 of the Public Records of Miami-Dade County, Florida

The developer's site is a 96,300 SF city-block which is bounded by Ocean Terrace, Collins Avenue, 74th Street and 75th Street, with the exception of the 7,300 SF site located at the northeast corner of 74th Street and Collins Avenue, Miami Beach, Florida. The developer's site has 350 feet of frontage along the west side of Ocean Terrace, 150 feet of frontage along the north side of 74th Street, 300 feet of frontage along the east side of Collins Avenue and 296.1 feet of frontage along the south side of 75th Street.

The developer's site is currently improved with several boarded-up and occupied buildings, including a 2-story boarded-up 16-unit rental apartment building built in 1961 at 7400 Ocean Terrace; a 2-story boarded-up 39-room hotel building built in 1951 at 7410 Ocean Terrace; a 2-story boarded-up 20-room hotel building built in 1947 at 7420 Ocean Terrace; a 2-story 39-room hotel building built in 1951 at 7430 Ocean Terrace; a 3-story 49-room hotel building built in 1940 at 7436 Ocean Terrace; a 7-story 93-room hotel building built in 1940 at 7450 Ocean Terrace; a 2-story commercial building with 13,034 SF of adjusted building area, built in 1948 at 7449 Collins Avenue; a 1-story commercial building with 6,073 SF of adjusted building area, built in 1952 at 7441 Collins Avenue;

a 1-story commercial building with 4,913 SF of adjusted building area, built in 1940 at 7439 Collins Avenue ; a 1-story commercial building with 5,717 SF of adjusted building area, built in 1958 at 7433 Collins Avenue; a 1-story commercial building with 4,753 SF of adjusted building area, built in 1941 at 7421 Collins Avenue; and a 1-story commercial building with 3,375 SF of adjusted building area, built in 1950 at 7409 Collins Avenue.

The existing mostly low-rise improvements which are all older than 60 years, contain a total adjusted building area of 142,012 SF, while the overall site can be improved with up to 192,600 SF. In addition, the City of Miami Beach and the developer are negotiating the "vacation" of the 40-foot wide southern portion of 75th Street by 356-foot long along the north side of the developer's site, the 30-foot wide northern portion of 74th Street by 356-foot long along the south side of the developer's site, and the 60-foot wide western portion of Ocean Terrace by 350-foot long along the east side of the developer's site. The vacated area which would be at the north end of the Ocean Terrace, contains a total land area of 45,924 SF which would contribute an additional 91,848 SF of buildable area to the development of the developer's overall site, based on the maximum permitted Floor Area Ratio (FAR) of 2.0, thereby increasing the developer's total buildable area from 192,600 SF to 284,448 SF (indicating a 47.7% increase).

It is my estimate that the contributory value of the Fee Simple Interest in the "vacated" property (described as the 40-foot wide southern portion of 75th Street by 356-foot long along the north side of the developer's site, the 30-foot wide northern portion of 74th Street by 356-foot long along the south side of the developer's site, and the 60-foot wide western portion of Ocean Terrace by 350-foot long along the east side of the developer's site, which contains a total land area of 45,924 SF to contribute 91,848 SF of additional buildable area, based on the maximum permitted Floor Area Ratio of 2.0), as of July 3, 2019, was:

**CONTRIBUTORY MARKET VALUE OF THE FEE SIMPLE INTEREST**
**IN THE PROPOSED "VACATED" RIGHT-OF-WAY AREAS**
**TO BE UTILIZED IN CONJUNCTION WITH THE DEVELOPER'S SITE,**
**AS DESCRIBED HEREIN**
**TWELVE MILLION FOUR HUNDRED THOUSAND DOLLARS**
**($12,400,000)**

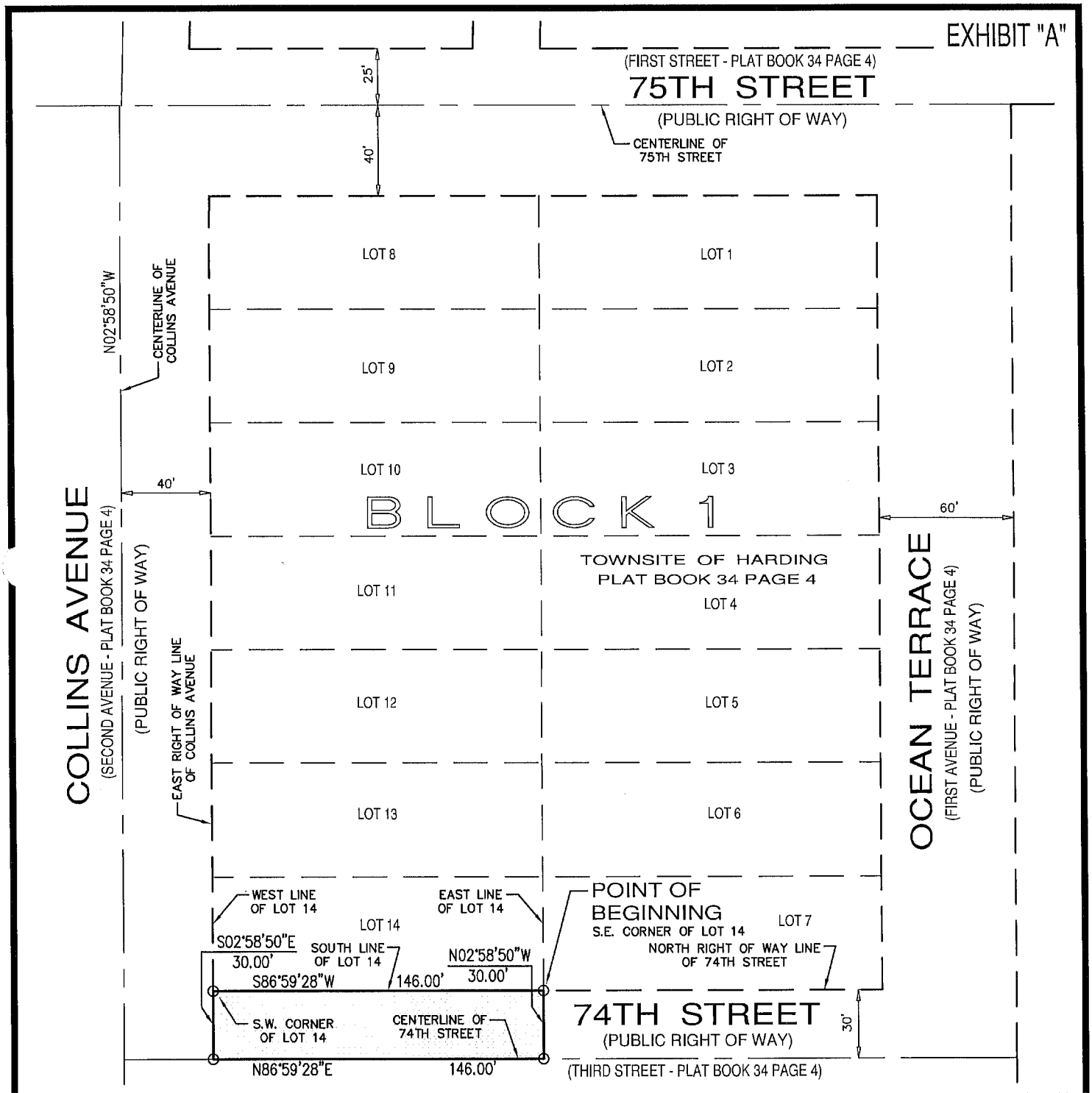
Sincerely,

Jozef Alhale, MAI, CCIM
State Certified General Appraiser
License No. RZ 0001557
\19-07-01

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EXHIBIT "A"




| | |
|---|---|
| Drawn By | MAP |
| Cad. No. | 190176 |
| Ref. Dwg. | 2016-170 |
| | |
| Plotted: | 3/14/19 10:10a |

# SKETCH OF DESCRIPTION


FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com


| | |
|---|---|
| Date | 3/14/19 |
| Scale | 1"=60' |
| Job. No. | 190176 |
| Dwg. No. | 1019-007-I |
| Sheet | 2 of 3 |

# EXHIBIT "A"







GRAPHIC SCALE

0 30 60 120

( IN FEET )
1 inch = 60 ft.




| | |
|---|---|
| Drawn By | MAP |
| Cad. No. | 190176 |
| Ref. Dwg. | 2016-170 |
| | |
| Plotted: | 3/14/19 10:10a |

## LOCATION SKETCH


FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com


| | |
|---|---|
| Date | 3/14/19 |
| Scale | NOT TO SCALE |
| Job. No. | 190176 |
| Dwg. No. | 1019-007-I |
| Sheet | 3 of 3 |




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# Flood Map Report

For Property Located At

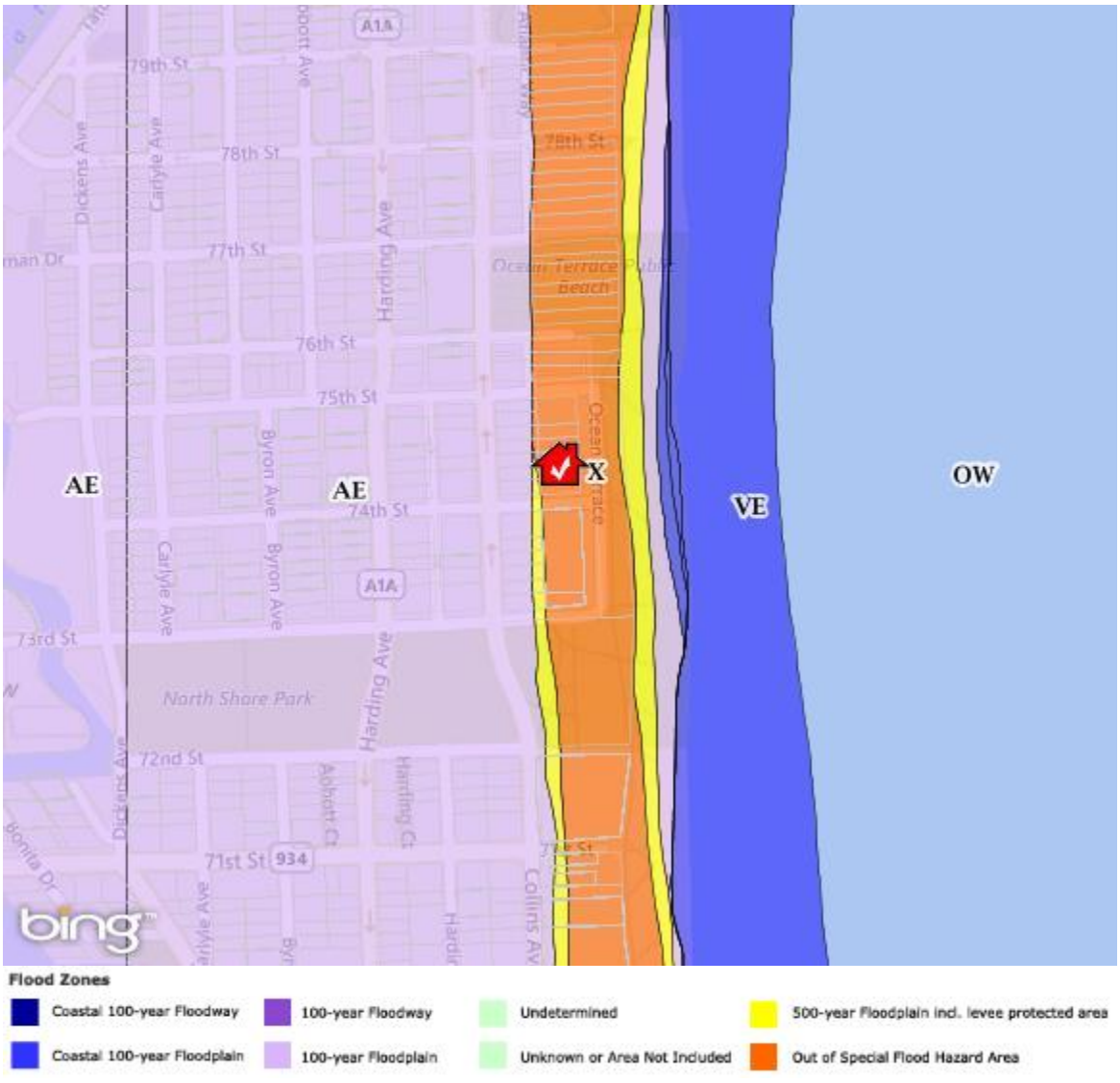
## 7400 OCEAN TER, MIAMI BEACH, FL 33141-2719

**Report Date:** 04/06/2019 **County:** DADE, FL

| Flood Zone Code | Flood Zone Panel | Panel Date |
|---|---|---|
| X500 | 120651 - 12086C0326L | 09/11/2009 |
| **Special Flood Hazard Area (SFHA)** | **Within 250 ft. of multiple flood zones?** | **Community Name** |
| Out | Yes (X,X500,AE) | MIAMI BEACH |

Flood Zone Description:

**Zone X (500-year)-An area inundated by 500-year flooding; an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile; or an area protected by levees from 100-year flooding.**



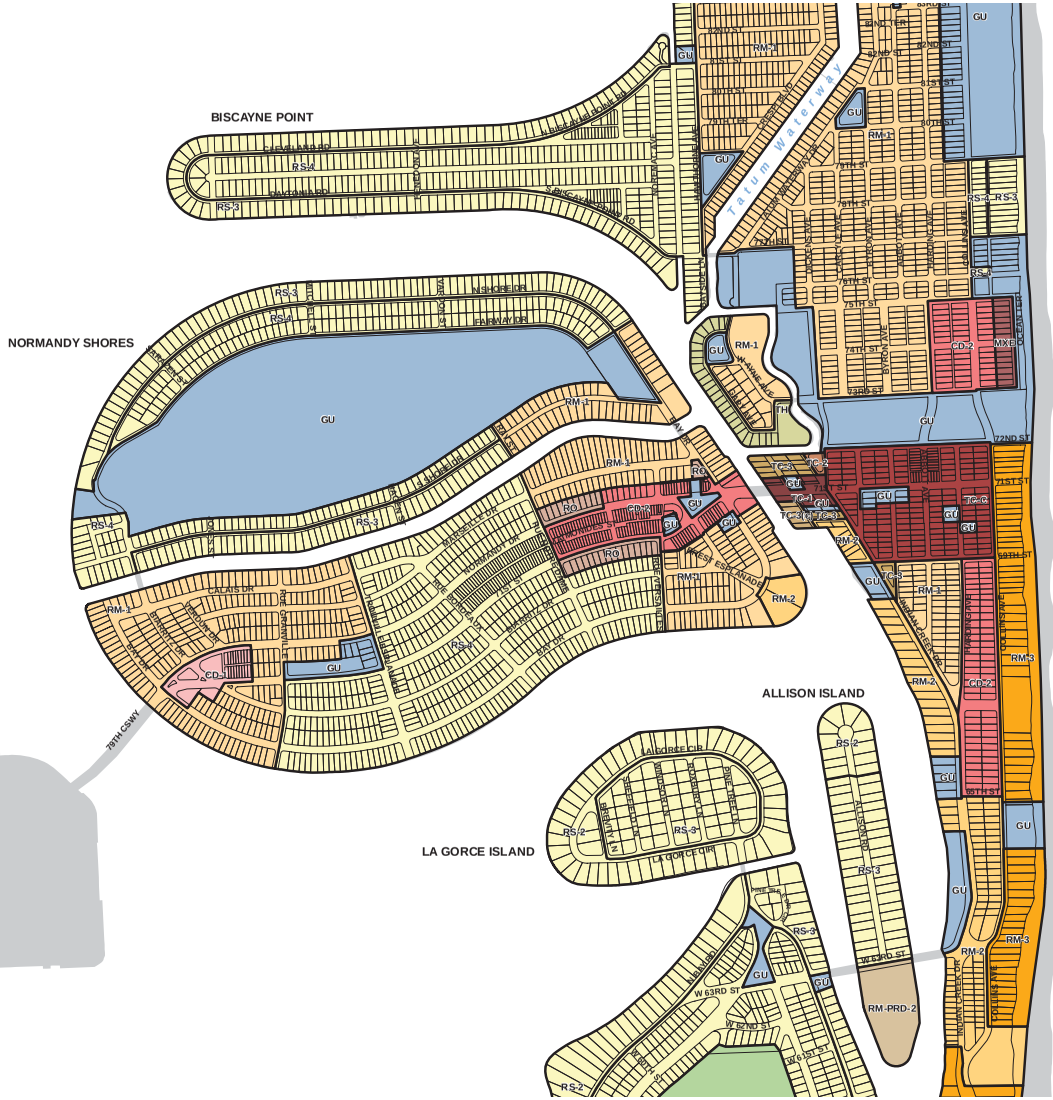
# OFFICIAL ZONING MAP OF THE CITY OF

# MIAMI BEACH

# • FLORIDA •

**INCORPORATED 1915**

**ADOPTED 21ST DAY OF SEPTEMBER, 1989**
**EFFECTIVE 1ST DAY OF OCTOBER, 1989**
**AS AMENDED**
**DATE OF LAST REVISION FEBRUARY 13, 2019**



**SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

| | |
|---|---|
| Location: | The 40-foot wide southern portion of 75th Street by 356-foot long along the north side of the developer's site, the 30-foot wide northern portion of 74th Street by 356-foot long along the south side of the developer's site, and the 60-foot wide western portion of Ocean Terrace by 350-foot long along the east side of the developer's site. The developer's site is the entire City block bordered by Ocean Terrace, Collins Avenue, 74th Street and 75th Street, with the exception of the 7,300 SF site located at the northeast corner of 74th Street and Collins Avenue, Miami Beach, Florida |
| Address of Developer's Site: | 7400-7450 Ocean Terrace and<br>7409-7449 Collins Avenue<br>Miami Beach, Florida 33141 |
| Census Tract/Block: | 39.090 / 1 |
| Folio Nos of Developer's Site: | 002-3202-003-0060; -0050; -0040; -0030; -0020; -0010; -0070; -0080; -0090; -0100; -0110; and -0120 |
| Owners of Record: | 7400 Ocean Terrace LLC<br>7410 Ocean Terrace LLC<br>7420 Ocean Terrace LLC<br>7436 Ocean Terrace LLC<br>7450 Ocean Terrace LLC<br>7441 Collins Avenue Investment LLC<br>7439 Collins Avenue Investment LLC<br>7433 Collins Avenue Investment LLC<br>7421 Collins Avenue Investment LLC<br>7409 Collins Avenue Investment LLC |
| Legal Description: | Lots 1 through 13, Block 1, Harding Townsite, as recorded in Plat Book 34, Page 4 of the Public Records of Miami-Dade County, Florida |
| Description: | The developer's site is a 96,300 SF city-block which is bounded by Ocean Terrace, Collins Avenue, 74th Street and 75th Street, with the exception of the 7,300 SF site located at the northeast corner of 74th Street and Collins Avenue, Miami Beach, Florida. The developer's site has 350 feet of frontage along the west side of Ocean Terrace, 150 feet of frontage along the north side of 74th Street, 300 feet of frontage along the east side of Collins Avenue and 296.1 feet of frontage along the south side of 75th Street. |

## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

| | |
|---|---|
| Description: | The developer's site is currently improved with several boarded-up and occupied buildings, including a 2-story boarded-up 16-unit rental apartment building built in 1961 at 7400 Ocean Terrace; a 2-story boarded-up 39-room hotel building built in 1951 at 7410 Ocean Terrace; a 2-story boarded-up 20-room hotel building built in 1947 at 7420 Ocean Terrace; a 2-story 39-room hotel building built in 1951 at 7430 Ocean Terrace; a 3-story 49-room hotel building built in 1940 at 7436 Ocean Terrace; a 7-story 93-room hotel building built in 1940 at 7450 Ocean Terrace; a 2-story commercial building with 13,034 SF of adjusted building area, built in 1948 at 7449 Collins Avenue; a 1-story commercial building with 6,073 SF of adjusted building area, built in 1952 at 7441 Collins Avenue; a 1-story commercial building with 4,913 SF of adjusted building area, built in 1940 at 7439 Collins Avenue ; a 1-story commercial building with 5,717 SF of adjusted building area, built in 1958 at 7433 Collins Avenue; a 1-story commercial building with 4,753 SF of adjusted building area, built in 1941 at 7421 Collins Avenue; and a 1-story commercial building with 3,375 SF of adjusted building area, built in 1950 at 7409 Collins Avenue.<br><br>The existing mostly low-rise improvements which are all older than 60 years, contain a total adjusted building area of 142,012 SF, while the overall site can be improved with up to 192,600 SF. In addition, the City of Miami Beach and the developer are negotiating the "vacation" of the 40-foot wide southern portion of 75th Street by 356-foot long along the north side of the developer's site, the 30-foot wide northern portion of 74th Street by 356-foot long along the south side of the developer's site, and the 60-foot wide western portion of Ocean Terrace by 350-foot long along the east side of the developer's site. The vacated area which would be at the north end of the Ocean Terrace, contains a total land area of 45,924 SF which would contribute an additional 91,848 SF of buildable area to the development of the developer's overall site, based on the maximum permitted Floor Area Ratio (FAR) of 2.0, thereby increasing the developer's total buildable area from 192,600 SF to 284,448 SF (indicating a 47.7% increase). |
| Site Area: | Developer's Site - 96,300 SF<br>Public Streets - 45,924 SF |

**SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

| | |
|---|---|
| Flood Zone: | Flood Zone "X" - An area inundated by 500-year flooding; an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile; or an area protected by levees from 100-year flooding; National Insurance Program, Community Panel Number 120651-12086C0326L, as revised on September 11, 2009. |
| Zoning: | MXE Mixed-Use District (the eastern 52,500 SF portion)<br>CD-2 Medium-Intensity Commercial District (western 43,800 SF portion)<br>The vacated street areas would be in the MXE District |
| Highest and Best Use: | The Highest and Best Use of the overall developer's site is its development with a mixed-use retail/restaurant/residential condominium building with an ancillary commercial component.<br><br>The site could be developed with a high-rise mixed-use retail/residential building which would be built to condominium quality standards, and possibly have an interim rental use during the sell-out period. |
| Property Rights Appraised: | Fee Simple Interest |
| Date of Inspection and Valuation: | July 3, 2019 |
| Date of Appraisal Report: | July 8, 2019 |

**CONTRIBUTORY VALUE ESTIMATE OF THE PROPOSED "VACATED" AREA TO BE UTILIZED IN CONJUNCTION WITH THE "DEVELOPMENT SITE" AS DESCRIBED HEREIN:**

| | |
|---|---|
| Income Capitalization Approach to Value: | Not Applicable |
| Sales Comparison Approach to Value: | $12,400,000 |
| Cost Approach to Value: | Not Applicable |
| Reconciled Final Value Estimates: | $12,400,000 |






ROAD
CLOSE









## PURPOSE/FUNCTION OF THE APPRAISAL

The purpose of this appraisal report is to provide estimates of the Highest and Best Use of the overall developer's site in conjunction with the proposed "vacated" right-of-ways as described herein, and the contributory value of the Fee Simple Interest in the "vacated" property (described as the 40-foot wide southern portion of 75th Street by 356-foot long along the north side of the developer's site, the 30-foot wide northern portion of 74th Street by 356-foot long along the south side of the developer's site, and the 60-foot wide western portion of Ocean Terrace by 350-foot long along the east side of the developer's site, which contains a total land area of 45,924 SF to contribute 91,848 SF of additional buildable area, based on the maximum permitted Floor Area Ratio of 2.0), as of July 3, 2019.

The function of this appraisal report is to assist the client (The City of Miami Beach) in executive decision making and/or collateral/asset valuation relative to the proposed "vacating" of the portion of the streets surrounding the developer's site, along 74th Street, Ocean Terrace and 75th Street. The intended user of this appraisal report is the City of Miami Beach or any of its assigns.

## SCOPE OF THE APPRAISAL

I have made a physical exterior inspection of the overall subject site, and performed market research to provide estimates of the Highest and Best Use of the overall developer's site in conjunction with the proposed "vacated" right-of-ways as described herein, and the contributory value of the Fee Simple Interest in the "vacated" property (described as the 40-foot wide southern portion of 75th Street by 356-foot long along the north side of the developer's site, the 30-foot wide northern portion of 74th Street by 356-foot long along the south side of the developer's site, and the 60-foot wide western portion of Ocean Terrace by 350-foot long along the east side of the developer's site, which contains a total land area of 45,924 SF to contribute 91,848 SF of additional buildable area, based on the maximum permitted Floor Area Ratio of 2.0), as of July 3, 2019.

The scope of the appraisal involves the research and analysis of factual data relative to the subject "vacated" property, as well as market data necessary for the development of the Sales Comparison Approach to Value (land valuation). The data and information used in developing our findings, projections and valuation estimates have been derived from published information, direct interviews, analysis of similar properties and other sources which were considered appropriate as of the valuation date.

## PROPERTY RIGHTS APPRAISED

This appraisal report is made with the understanding that the present ownership of the property includes all the rights that may be lawfully held under a fee simple estate.

Fee Simple Interest is defined in The Dictionary of Real Estate Appraisal, 2010 Edition, which was sponsored by the Appraisal Institute as follows: Absolute ownership unencumbered by any other interest or estate; subject only to the limitations imposed by the governmental powers of eminent domain, escheat, police power and taxation.

## DATE OF VALUATION AND REPORT

The date of valuation is July 3, 2019. The date of the appraisal report is July 8, 2019.

## STATEMENT OF OWNERSHIP AND HISTORY

The **15,000 SF** site with a 93-room hotel at 7450 Ocean Terrace is owned by 7450 Ocean Terrace LLC which purchased it for **$29,250,000** on December 9, 2014, as recorded in Book 29424, Page 4381 of the Official Public Records of Miami-Dade County, Florida.

The **15,000 SF** site with a 39-room hotel at 7430 Ocean Terrace and a 49-room hotel at 7436 Ocean Terrace is owned by 7436 Ocean Terrace LLC which purchased it for **$16,500,000** on March 9, 2015, as recorded in Book 29532, Page 187 of the Official Public Records of Miami-Dade County, Florida.

The **7,500 SF** site with a 39-room hotel at 7410 Ocean Terrace is owned by 7410 Ocean Terrace LLC which purchased it for **$11,500,000** on March 9, 2015, as recorded in Book 29532, Page 185 of the Official Public Records of Miami-Dade County, Florida.

The **7,300 SF** site with a 5,717 SF commercial building at 7443 Collins Avenue is owned by 7433 Collins Avenue Investment LLC which purchased it for **$2,000,000** on June 6, 2014, as recorded in Book 29184, Page 1670 of the Official Public Records of Miami-Dade County, Florida.

The **7,300 SF** site with a 4,913 SF commercial building at 7439 Collins Avenue is owned by 7439 Collins Avenue Investment LLC which purchased it for **$2,300,000** on July 9, 2014, as recorded in Book 29222, Page 4864 of the Official Public Records of Miami-Dade County, Florida.

The **7,300 SF** site with a 3,375 SF commercial building at 7409 Collins Avenue is owned by 7409 Collins Avenue Investment LLC which purchased it for **$2,450,000** on October 24, 2014, as recorded in Book 29376, Page 2179 of the Official Public Records of Miami-Dade County, Florida.

The **7,500 SF** site with a 20-room hotel at 7420 Ocean Terrace is owned by 7420 Ocean Terrace Investment LLC which purchased it for **$7,000,000** on September 1, 2015, as recorded in Book 29763, Page 4762 of the Official Public Records of Miami-Dade County, Florida.

The **14,600 SF** site with 13,034 SF and 6,073 SF commercial buildings at 7441 and 7449 Collins Avenue is owned by 7441 Collins Avenue Investment LLC which purchased it for **$14,000,000** on June 29, 2017, as recorded in Book 30611, Page 4469 of the Official Public Records of Miami-Dade County, Florida.

A total of $85,000,000 were invested between 2014 and 2017 to purchase 81,500 SF of improved (retail, hotel and multi-tenant residential) sites, reflecting $1,042.94/SF of site area.

## STATEMENT OF OWNERSHIP AND HISTORY

The **7,500 SF** site with a 16-unit rental apartment building at 7400 Ocean Terrace is owned by 7400 Ocean Terrace Investment LLC which purchased it for a nominal consideration (corrective deed) on April 27, 2016, as recorded in Book 30066, Page 2746 of the Official Public Records of Miami-Dade County, Florida.

The **7,300 SF** site with a 4,754 SF commercial building at 7421 Collins Avenue is owned by 7421 Collins Avenue Investment LLC which purchased it for a nominal consideration (corrective deed) on October 1, 2015, as recorded in Book 29807, Page 365 of the Official Public Records of Miami-Dade County, Florida.

As per the Public Records of Miami-Dade County, Florida, there was no other arm's length transfer of ownership at the overall developer's site during the five year period prior to the valuation date. We have not been informed of any other current listings, options and/or pending contracts in effect at the developer's site, as of the date of valuation.

## ESTIMATED MARKETING AND EXPOSURE PERIOD

Based on my analysis of the market, recent listings which have been since closed, as well as discussions with owners and Realtors active in the subject area, it is the appraiser's opinion that if the overall developer's site was listed for sale with an experienced Realtor, the marketing and marketing and exposure period would be approximately six to twelve months. Accordingly, this marketing and exposure period is considered to currently represent the most probable amount of time necessary to expose and actively market the property to achieve a sale consistent with its Market Value.

## DEFINITION OF MARKET VALUE

Market Value is defined in The Interagency Appraisal and Evaluation Guidelines, dated December 2, 2010, as follows:

> The most probable price, which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> 1. Buyer and seller are typically motivated;
>
> 2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
>
> 3. A reasonable time is allowed for exposure in the open market;
>
> 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

## DEFINITION OF MARKET VALUE

5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

## NEIGHBORHOOD ANALYSIS

The proposed "vacated" area is 40-foot wide southern portion of 75th Street by 356-foot long along the north side of the developer's site, the 30-foot wide northern portion of 74th Street by 356-foot long along the south side of the developer's site, and the 60-foot wide western portion of Ocean Terrace by 350-foot long along the east side of the developer's site. The developer's site is the entire City block bordered by Ocean Terrace, Collins Avenue, 74th Street and 75th Street, with the exception of the 7,300 SF site located at the northeast corner of 74th Street and Collins Avenue, Miami Beach, Florida

The overall site situated between Collins Avenue and Ocean Terrace, and between 74th Street and 75th Street, in the North Beach section of the City of Miami Beach, Florida. Miami Beach is an island located just off the southeast coast of Miami-Dade County, Florida. The island is approximately one mile wide, ten miles long and travels in a northerly/southerly direction parallel to mainland Miami-Dade County. The town of Surfside borders Miami Beach to the north starting at approximately 87th Street. The Atlantic Ocean acts as the eastern and southeastern border, while Biscayne Bay/the Intracoastal Waterway lies to the west. Five causeways connect Miami Beach to the mainland; the MacArthur Causeway (Highway No. 41); the Venetian Causeway; the Julia Tuttle Causeway (Interstate 195); the Broad Causeway (State Road No. 922) and the North Dade Causeway (State Road No. 934).

The subject property is located three blocks north of 71st Street, along Collins Avenue and Ocean Terrace which abuts to the beach and the Atlantic Ocean. The property uses along Collins Avenue consist of low-rise to high-rise apartment buildings of rental and condominium variety, motels, apartment-hotels, as well as commercial uses which include retail strips, restaurants, financial institutions, fast-food restaurants, convenience stores, etc. The property uses along Ocean Terrace consist of low-rise to high-rise apartment buildings of rental and condominium variety, hotels, motels, as well as commercial uses which include restaurants and bars, etc.

The subject area is connected to mainland Miami via the John F. Kennedy Causeway (SR No. 934) which divides into 71st Street and Normandy Drive as it enters Miami Beach; and Julia Tuttle Causeway (I-95) which becomes Arthur Godfrey Road (41st Street) as it enters Miami Beach. The area is serviced by Harding Avenue, Collins Avenue, Normandy Drive and 71st Street which connect the area with the causeways which all connect the area with the cities of Surfside, North Bay Village, Bal Harbour and North Miami Beach.

The area surrounding the overall subject site has been developed with mostly residential, hospitality and commercial facilities and therefore, no nuisances, hazards or other adverse influences were observed. No notable signs of external obsolescence were observed and the overall appeal of the improved properties is considered to be above average to good.

## ACCESS TO THE SITE

75th Street, 74th Street, Collins Avenue and Ocean Terrace provide direct access to the overall developer's site.

## DESCRIPTION OF THE SITE

The developer's site is a 96,300 SF city-block which is bounded by Ocean Terrace, Collins Avenue, 74th Street and 75th Street, with the exception of the 7,300 SF site located at the northeast corner of 74th Street and Collins Avenue, Miami Beach, Florida. The developer's site has 350 feet of frontage along the west side of Ocean Terrace, 150 feet of frontage along the north side of 74th Street, 300 feet of frontage along the east side of Collins Avenue and 296.1 feet of frontage along the south side of 75th Street.

The developer's site is currently improved with several boarded-up and occupied buildings, including a 2-story boarded-up 16-unit rental apartment building built in 1961 at 7400 Ocean Terrace; a 2-story boarded-up 39-room hotel building built in 1951 at 7410 Ocean Terrace; a 2-story boarded-up 20-room hotel building built in 1947 at 7420 Ocean Terrace; a 2-story 39-room hotel building built in 1951 at 7430 Ocean Terrace; a 3-story 49-room hotel building built in 1940 at 7436 Ocean Terrace; a 7-story 93-room hotel building built in 1940 at 7450 Ocean Terrace; a 2-story commercial building with 13,034 SF of adjusted building area, built in 1948 at 7449 Collins Avenue; a 1-story commercial building with 6,073 SF of adjusted building area, built in 1952 at 7441 Collins Avenue; a 1-story commercial building with 4,913 SF of adjusted building area, built in 1940 at 7439 Collins Avenue ; a 1-story commercial building with 5,717 SF of adjusted building area, built in 1958 at 7433 Collins Avenue; a 1-story commercial building with 4,753 SF of adjusted building area, built in 1941 at 7421 Collins Avenue; and a 1-story commercial building with 3,375 SF of adjusted building area, built in 1950 at 7409 Collins Avenue.

The existing mostly low-rise improvements which are all older than 60 years, contain a total adjusted building area of 142,012 SF, while the overall site can be improved with up to 192,600 SF. In addition, the City of Miami Beach and the developer are negotiating the "vacation" of the 40-foot wide southern portion of 75th Street by 356-foot long along the north side of the developer's site, the 30-foot wide northern portion of 74th Street by 356-foot long along the south side of the developer's site, and the 60-foot wide western portion of Ocean Terrace by 350-foot long along the east side of the developer's site. The vacated area which would be at the north end of the Ocean Terrace, contains a total land area of 45,924 SF which would contribute an additional 91,848 SF of buildable area to the development of the developer's overall site, based on the maximum permitted Floor Area Ratio (FAR) of 2.0, thereby increasing the developer's total buildable area from 192,600 SF to 284,448 SF (indicating a 47.7% increase).

The overall subject site is level at street grade and does not have any apparent drainage or other problems which would restrict or limit the use of the site. No soil boring tests or engineering reports were submitted to the appraiser; however, the site is assumed to have stable subsoil conditions as do most properties in the immediate area.

## DESCRIPTION OF THE SITE

The appraiser has not been informed of any adverse subsoil conditions revealed by an environmental assessment conducted by a firm with experience in identifying such substances, nor is he qualified to detect such substances that may exist. It is assumed that the subject site would be typical for properties located in the subject area with no apparent soil problems which would restrict or limit the usage of the site.

If any adverse subsoil conditions are identified and do exist, these conditions would be considered to have a material affect on the Market Value estimates. The valuation analysis assumes the site to be free of any adverse subsoil conditions, and is subject to the satisfactory removal of any contaminating materials in accordance with technical, environmental and governmental guidelines.

## UTILITIES

Public utilities available to the subject site include electricity, water, sewer, gas and telephone service. Electricity is provided by FPL. Police and fire protection, water and sewer services are provided by the City of Miami Beach.

## FLOOD ZONE

Flood Zone "X" - An area inundated by 500-year flooding; an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile; or an area protected by levees from 100-year flooding; National Insurance Program, Community Panel Number 120651-12086C0326L, as revised on September 11, 2009.

## ZONING

The eastern 52,500 SF portion of the developer's site along Ocean Drive is zoned as MXE Mixed-Use District which allows residential and commercial uses, with a maximum permitted Floor Area Ratio (FAR) of 2.0.

The western 43,800 SF portion of the developer's site along Collins Avenue is zoned as CD-2 Medium Intensity Commercial District which provides for commercial activities, services, offices and related activities which serve the entire city, with a maximum permitted Floor Area Ratio (FAR) of 2.0.

The overall property is a legal non-conforming use which has been "grand fathered-in" under prior zoning criteria, and represents a compatible neighborhood use. The overall assembled site is slated for redevelopment.

## ASSESSMENT AND REAL ESTATE TAXES

The overall developer's site is located within the City of Miami Beach and is subject to both the City of Miami Beach and Miami-Dade County ad valorem taxes. The Florida Statutes provide for assessment and collection of yearly Ad Valorem Taxes on Real and Personal Property. The assessment for the property is established each year as of January 1st by the Miami-Dade County Property Appraiser's Office at 100% of "Just Value". The tax due is computed according to annual millage rates established by Dade County. Millage rates are the amount paid to each taxing body for every $1,000 of assessed value. Taxes are payable in November with a 4% discount and become delinquent on April 1st.

## MULTI-FAMILY RESIDENTIAL MARKET OVERVIEW

Rental Apartment Market

According to the Housing Report prepared by Reinhold P. Wolff Economic Research, Inc., the vacancy rate in mature (18 months and older) rental apartment complexes in Miami-Dade County was 3.7% in February 2019; 4.4% in November 2018, 4.1% in August 2018; 5.0% in May 2018; 4.7% in February 2018, 4.5% in November 2017; 4.4% in August 2017; 3.6% in May 2017, 3.6% in February 2017; 3.9% in November 2016; 3.9% in November 2016; 3.4% in August 2016; 2.9% in May 2016; 3.4% in February 2016; 2.9% in November 2015; 3.0% in August 2015; 3.3% in May 2015; and 3.9% in February 2015.

The subject sub-market of Central/North Beach sub-market had a vacancy rate of 2.8% for 1,281 units in February 2012; 4.9% for 1,281 units in May 2012; 4.4% for 1,617 units in August 2012; 3.4% for 1,617 units in November 2012; 9.1% for 1,617 units in February 2013; 6.1% for 1,617 units in May 2013; .2% in August 2013 for 1,617 units; 5.5% for 1,617 units in November 2013; 4.3% for 1,617 units in February 2014; 1.9% for 1,617 units in May 2014; 3.4% in August 2014 for 2,046 units; 1.9% for 1,617 units in November 2014; 1.7% for 1,617 units in February 2015; 2.4% for 1,617 units in May 2015; 2.5% for 1,617 units in August 2015; 4.0% for 1,617 units in November 2015; 1.1% for 1,617 units in February 2016; 1.5% for 1,617 units in May 2016; 2.7% for 1,902 units in August 2016; 2.0% for 1,902 units in November 2016; 4.0% for 1,902 units in February 2017; 5.0% for 1,902 units in May 2017; 5.0% for 1,902 units in August 2017; 5.2% for 1,902 units in November 2017; 4.5% for 1,902 units in February 2018; 4.5% for 1,902 units in May 2018; 3.4% for 1,902 units in August 2018, 4.4% for 1,902 units in November 2018 and 3.6% for 2,084 units in February 2019.

The neighboring South Beach sub-market had a vacancy rate of 4.0% for 2,046 units in February 2012; 4.7% for 2,046 units in May 2012; 4.6%% for 2,046 units in August 2012; 4.3% for 2,046 units in November 2012; 8.1% for 2,046 units in February 2013; 2.5% for 2,046 units in May 2013; 4.1% for 2,046 units in August 2013; 1.4% for 2,046 units in November 2013; 4.5% for 2,046 units in February 2014; 5.4% for 2,046 units in May 2014; 5.2% in August 2014 for 1,617 units; 5.7% for 2,046 units in November 2014; 3.7% for 1,617 units in February 2015; 3.8% for 1,617 units in May 2015; and 4.4% for 1,872 units in August 2015; 6.3% for 1,617 units in November 2015; 5.7% for 1,617 units in February 2016; 5.9% for 1,617 units in May 2016; 4.3% for 1,872 units in August 2016; 3.3% for 1,872 units in November 2016; 4.4% for 1,872 units in February 2017; 3.7% for 1,872 units in May 2017; 7.7% for 1,872 units in August 2017; 7.4% for 1,872 units in November 2017; 5.8% for 1,872 units in February 2018; 6.2% for 1,872 units in May 2018; 5.5% for 1,872 units in August 2018, 6.2% for 1,872 units in November 2018 and 4.2% for 1,872 units in February 2019.

## MULTI-FAMILY RESIDENTIAL MARKET OVERVIEW

Rental Apartment Market - Continued

The overall average monthly rent for apartments in mature rental developments in Miami-Dade County decreased by $19 from November, 2018 to February, 2019. The February, 2019 overall average rent of $1,898 is 3.7% greater than the $1,830 average rent found one year earlier. During the most recent three month period efficiency apartment rents decreased by $33 to $1,540, one-bedroom rents declined by $25 to $1,658 and two-bedroom rents fell by $19 to $2,063. Three-bedroom rents increased by $29 to $2,470 in February, 2019. Changes in projects participating in the surveys from one period to another can result in some fluctuations in rents from one period to another. Some new, higher rent developments have been completed and added to the survey in recent months.

The overall average monthly rent for apartments in mature rental developments in Miami-Dade County increased by $32 from August to November, 2018. The November, 2018 overall average rent of $1,917 is 10.2% greater than the $1,739 average rent found one year earlier. During the most recent three month period efficiency apartment rents increased by $85 to $1,573, one-bedroom rents increased by $48 to $1,683 and two-bedroom rents increased by $16 to $2,082. Three-bedroom rents increased by $27 to $2,441 in November, 2018. Changes in projects participating in the surveys from one period to another can result in some fluctuations in rents from one period to another. Some new, higher rent developments have been completed and added to the survey in recent months.

The overall average monthly rent for apartments in mature rental developments in Miami-Dade County increased by $16 from May to August, 2018. The August, 2018 overall average rent of $1,885 is 8.5% greater than the $1,737 average rent found one year earlier. During the most recent three month period efficiency apartment rents increased by $2 to $1,488, one-bedroom rents increased by $2 to $1,635 and two bedroom rents increased by $25 to $2,066. Three-bedroom rents increased by $31 to $2,414 in August, 2018. Changes in projects participating in the surveys from one period to another can result in some fluctuations in rents from one period to another. Some new, higher rent developments have been completed and added to the survey in recent months.

The overall average monthly rent for apartments in mature rental developments in Miami-Dade County increased by $39 from February to May, 2018. The May, 2018 overall average rent of $1,869 is 6.7% greater than the $1,751 average rent found one year earlier. During the most recent three month period efficiency apartment rents increased by $33 to $1,486, one-bedroom rents increased by $35 to $1,633 and two bedroom rents increased by $42 to $2,041. Three-bedroom rents increased by $32 to $2,383 in May, 2018. Changes in projects participating in the surveys from one period to another can result in some fluctuations in rents from one period to another. Some new, higher rent developments have been completed and added to the survey in recent months.

## MULTI-FAMILY RESIDENTIAL MARKET OVERVIEW

Condominium Apartment Market

A total of 128 new condominium units were sold (deeded) in Miami-Dade County during the fourth quarter of 2018. The fourth quarter sales were 30.8% less than the 185 sold in the third quarter of 2018 and 28.5% less than the 179 sold in the fourth quarter of 2017. New condominium sales during 2018 totaled 691 units, 11.9% less than the 784 sold during 2017. It should be noted that condominium sales based on deed recordings often lag notably behind contract sales. This results from the fact that deeds are often not recorded until all units in a building are sold and this can amount to a considerable period of time for mid-and high-rise developments.

During the fourth quarter of 2018 sales increased in four of the eleven areas by which the data is examined, declined in three areas and was unchanged in four areas. The highest level of sales, 52 units, was recorded in the Miami Shores/N.W. Miami area, followed by the Coral Gables/Bayshore area at 43 units. During the fourth quarter of 2018 the $250,000-$349,999 plus price group had the greatest number of units sold with 41 sales. The second highest level of sales, 33 units, was in the $900,000 plus price group. New condominium developments in Miami-Dade County experienced an average monthly sales rate of 5.3 units per project during the fourth quarter of 2018, down somewhat from the 6.9 rate of sales of the preceding quarter. The strongest rate of sales, 14.3 units per month, was found in the Coral Gables/Bayshore/South Miami area.

A total of 185 new condominium units were sold (deeded) in Miami-Dade County during the third quarter of 2018. The third quarter sales were 23.2% less than the 241 sold in the second quarter of 2018 and 11.9% less than the 210 sold in the third quarter of 2017. New condominium sales through September, 2018 totaled 563 units, 6.9% less than the 605 sold during the same period of 2017. It should be noted that condominium sales based on deed recordings often lag notably behind contract sales. This results from the fact that deeds are often not recorded until all units in a building are sold and this can amount to a considerable period of time for mid-and high-rise developments.

During the third quarter of 2018 sales increased in two of the eleven areas by which the data is examined, declined in five areas and was unchanged in four areas. The highest level of sales, 150 units, was recorded in the Miami Shores/N.W. Miami area followed distantly by the Coral Gables/Bayshore area at 16 units. During the third quarter of 2018 the $900,000 plus price group had the greatest number of units sold with 56 sales. The third highest level of sales, 48 units, was in the $500,000-$699,999 plus price group. New condominium developments in Miami-Dade County experienced an average monthly sales rate of 6.9 units per project during the third quarter of 2018, down somewhat from the 8.0 rate of sales of the preceding quarter. The strongest rate of sales, 16.7 units per month, was found in the Miami Shores/ N.W. Miami area.

## HIGHEST AND BEST USE

DEFINITION

The Highest and Best Use is a market-driven concept. It may be briefly defined as representing the most profitable, competitive use to which a site can be put, or that use which may reasonably be expected to produce the greatest net return to the land over a given period of time. In addition, the concept may further be defined as the available use and program of future utilization that produces the highest present land value.

Highest and Best Use is further defined in The Dictionary Real Estate Appraisal, 2010 Edition, which was sponsored by the Appraisal Institute as follows:

> That reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value.

It is to be recognized that in cases where a site has existing improvements on it, the Highest and Best Use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its Highest and Best Use exceeds the total value of the property in its existing use.

The estimate of Highest and Best Use is based upon four stages of analysis:

1. The possible use or uses which are physically possible for the site under analysis.

2. The permissible use or uses which are permitted relative to zoning, historic preservation regulations, environmental controls and/or deed restriction of the site under analysis.

3. The feasible use or uses which are considered economically and financially feasible for the site in terms of existing and projected market conditions.

4. The Highest and Best Use in consideration of those legally permissible, physically possible, financially feasible and maximally productive uses which will result in the highest net return or the highest present worth.

## HIGHEST AND BEST USE, AS VACANT

The estimate of the Highest and Best Use of the land, as if vacant, requires market analysis in terms of market conditions of supply and demand. The value of land is based upon the level of utility that is in demand and that will produce amenities or net income to the user. Therefore, the use which creates the greatest land value and which is considered compatible in terms of the restriction imposed by the physical, legal, financial and maximally productive factors is inherent in this analysis.

The physically possible uses of the subject developer's site, as vacant, would include a variety of commercial, hospitality and multi-family residential uses. This is based upon analysis of the size, frontage, exposure, access, location and buildable utility characteristics of the 96,300 SF subject multi-corner site.

Analysis of the permissible uses at the subject site takes into account those uses which would be permitted by existing zoning and/or deed restrictions, providing that no deed restrictions are in effect at the developer's site which would restrict certain uses of the site.

The eastern 52,500 SF portion of the developer's site along Ocean Drive is zoned as MXE Mixed-Use District which allows residential and commercial uses, with a maximum permitted Floor Area Ratio (FAR) of 2.0. The western 43,800 SF portion of the developer's site along Collins Avenue is zoned as CD-2 Medium Intensity Commercial District which provides for commercial activities, services, offices and related activities which serve the entire city, with a maximum permitted Floor Area Ratio (FAR) of 2.0.

The City of Miami Beach and the developer are negotiating the "vacation" of the 40-foot wide southern portion of 75th Street by 356-foot long along the north side of the developer's site, the 30-foot wide northern portion of 74th Street by 356-foot long along the south side of the developer's site, and the 60-foot wide western portion of Ocean Terrace by 350-foot long along the east side of the developer's site. The vacated area which would be at the north end of the Ocean Terrace, contains a total land area of 45,924 SF which would contribute an additional 91,848 SF of buildable area to the development of the developer's overall site, based on the maximum permitted Floor Area Ratio (FAR) of 2.0, thereby increasing the developer's total buildable area from 192,600 SF to 284,448 SF (indicating a 47.7% increase).

After analysis of the physically possible and legally permissible uses to which the subject site could conceivably be put, a study of those uses which would be maximally productive is required. Therefore, an alternative use analysis was performed relative to that use which would represent the Highest and Best Use of the subject site, as if vacant.

## HIGHEST AND BEST USE, AS VACANT

The proposed "vacated" area is 40-foot wide southern portion of 75th Street by 356-foot long along the north side of the developer's site, the 30-foot wide northern portion of 74th Street by 356-foot long along the south side of the developer's site, and the 60-foot wide western portion of Ocean Terrace by 350-foot long along the east side of the developer's site. The developer's site is the entire City block bordered by Ocean Terrace, Collins Avenue, 74th Street and 75th Street, with the exception of the 7,300 SF site located at the northeast corner of 74th Street and Collins Avenue, Miami Beach, Florida.

The overall site situated between Collins Avenue and Ocean Terrace, and between 74th Street and 75th Street, in the North Beach section of the City of Miami Beach, Florida. Miami Beach is an island located just off the southeast coast of Miami-Dade County, Florida. The island is approximately one mile wide, ten miles long and travels in a northerly/southerly direction parallel to mainland Miami-Dade County. The town of Surfside borders Miami Beach to the north starting at approximately 87th Street. The Atlantic Ocean acts as the eastern and southeastern border, while Biscayne Bay/the Intracoastal Waterway lies to the west. Five causeways connect Miami Beach to the mainland; the MacArthur Causeway (Highway No. 41); the Venetian Causeway; the Julia Tuttle Causeway (Interstate 195); the Broad Causeway (State Road No. 922) and the North Dade Causeway (State Road No. 934).

The subject property is located three blocks north of 71st Street, along Collins Avenue and Ocean Terrace which abuts to the beach and the Atlantic Ocean. The property uses along Collins Avenue consist of low-rise to high-rise apartment buildings of rental and condominium variety, motels, apartment-hotels, as well as commercial uses which include retail strips, restaurants, financial institutions, fast-food restaurants, convenience stores, etc. The property uses along Ocean Terrace consist of low-rise to high-rise apartment buildings of rental and condominium variety, hotels, motels, as well as commercial uses which include restaurants and bars, etc.

The subject area is connected to mainland Miami via the John F. Kennedy Causeway (SR No. 934) which divides into 71st Street and Normandy Drive as it enters Miami Beach; and Julia Tuttle Causeway (I-95) which becomes Arthur Godfrey Road (41st Street) as it enters Miami Beach. The area is serviced by Harding Avenue, Collins Avenue, Normandy Drive and 71st Street which connect the area with the causeways which all connect the area with the cities of Surfside, North Bay Village, Bal Harbour and North Miami Beach. The area surrounding the overall subject site has been developed with mostly residential, hospitality and commercial facilities and therefore, no nuisances, hazards or other adverse influences were observed. No notable signs of external obsolescence were observed and the overall appeal of the improved properties is considered to be above average to good.

Based upon analysis of those uses which would be considered physically possible, legally permissible and economically feasible, it is the appraiser's estimate that the Highest and Best Use of the subject site would be its development with a condominium apartment building, with an ancillary commercial (retail, restaurant, etc.) component. The developer's site could be developed with a high-rise mixed-use building which would be built to condominium quality standards, and possibly have an interim rental use during the sell-out period.

## THE VALUATION PROCEDURE

The valuation procedure is defined in the 2010 Edition of the Dictionary of Real Estate Appraisal which was sponsored by the Appraisal Institute as follows: The act, manner and technique of performing the steps of a valuation method.

In order to provide an estimate of the contributory value of the Fee Simple Interest in the "vacated" property (described as the 40-foot wide southern portion of 75th Street by 356-foot long along the north side of the developer's site, the 30-foot wide northern portion of 74th Street by 356-foot long along the south side of the developer's site, and the 60-foot wide western portion of Ocean Terrace by 350-foot long along the east side of the developer's site, which contains a total land area of 45,924 SF to contribute 91,848 SF of additional buildable area, based on the maximum permitted Floor Area Ratio of 2.0), as of July 3, 2019, we have utilized the Sales Comparison Approach to Value.

The Sales Comparison Approach to Value is based upon a comparison between recently sold sites and the proposed "vacated" area to be utilized in conjunction with the developer's site, as described herein, utilizing the sale price per square foot of buildable area unit of comparison.

## THE SALES COMPARISON APPROACH (LAND VALUATION)

In order to estimate the value of the subject site, the land is analyzed as vacant and available to be put to its Highest and Best Use. There are several different techniques which can be utilized in the valuation of land. The technique selected must relate to the specific factors inherent in the appraisal problem at hand. The land valuation technique selected must reflect the prudent and rationale behavior of the most probable, typically informed purchaser/investor. In addition, the availability of reliable and verified market data further leads to the selection of the applicable land valuation technique.

1. The Sales Comparison Approach analyzes the sales of similar vacant sites, with comparison and adjustment made from these sales to the subject site. The Sales Comparison Approach to Value is based on the principle of substitution; that is, when a property is replaceable in the market, its value tends to be set at the cost of acquiring an equally desirable substitute property assuming no costly delay in making the substitution. The Sales Comparison Approach to Value is based on a comparison between recently sold sites in Miami Beach and the subject site, utilizing the sale price/SF of buildable area method of comparison.

2. The Abstraction Method analyzes the sales of improved properties with an allocation made between land and improvement value. The indicated allocation may establish a typical ratio of land value to total value or to derive from the portion of the sales price allocated to land an estimate of land value for use as a comparable land sale.

3. The Cost of Development Method provides an estimate of the value of undeveloped land based upon the creation of a platted subdivision, development and sale of said parcel. The method assumes that the most probable purchaser of the land would be a developer/investor who plans to dispose of the developed sites at a profit. The costs of development are subtracted from the estimated proceeds of sale resulting in a net income projection which is discounted over the market absorption period.

4. The Land Residual Method treats the net income available to support the investment in the site as a residual. The income required to cover the investment in new improvements that represent the Highest and Best Use of the site is deducted from the Net Operating Income resulting in an estimate of the net income to the land which is then capitalized to estimate the land value.

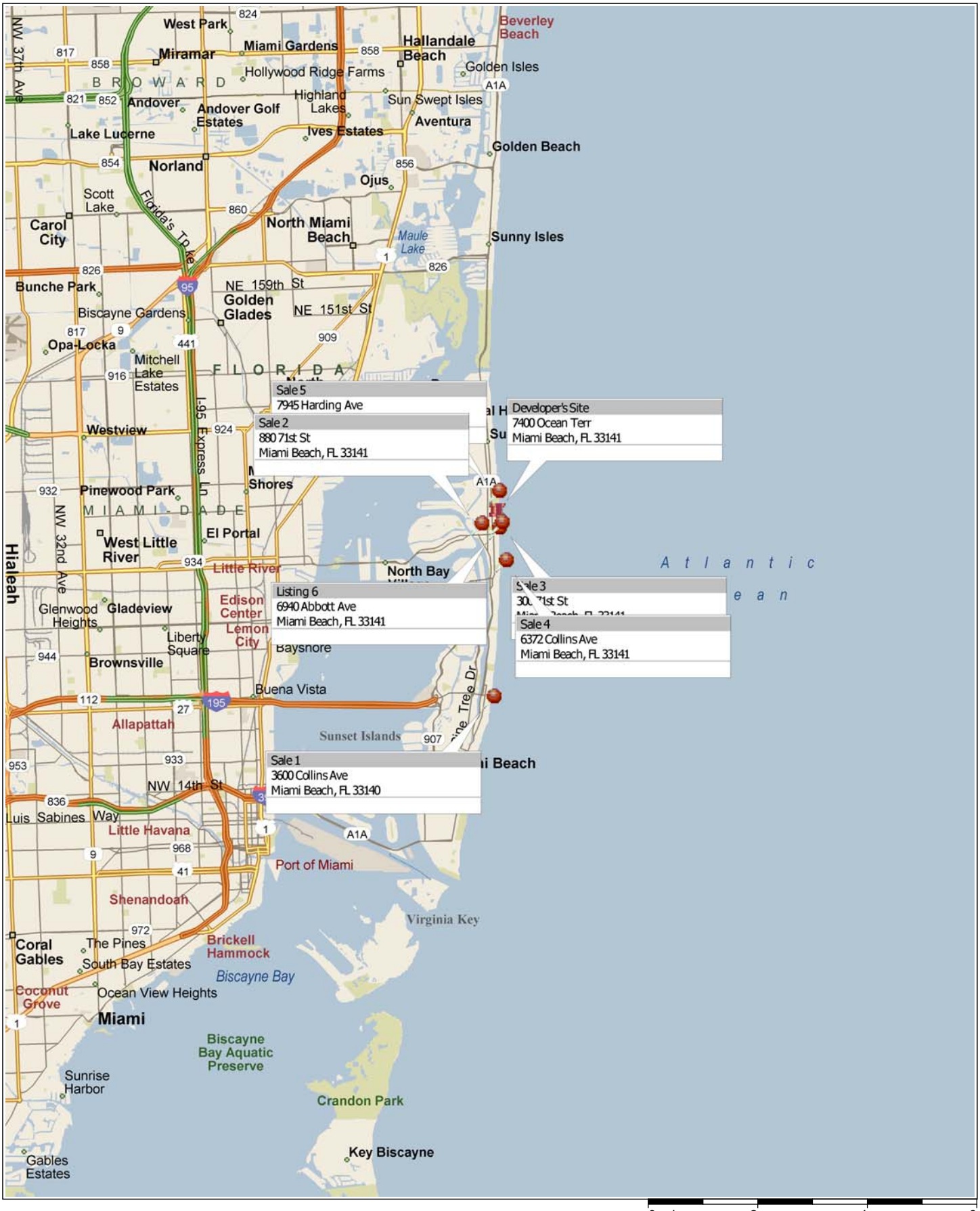
The comparable land sales are considered reasonably similar to the subject property in terms of zoning, location, physical characteristics, topography and buildable utility. The sales represent bona-fide "arm's length" transactions which are representative of prevailing market values. Our analysis has taken into account those differentials relative to financing, time of sale, size, location, frontage/exposure, zoning, developmental potential and functional utility of the comparable sales as they compare to the proposed subject “vacated” site area.

## COMPARABLE LAND SALES

| | Developer's Site, Before the "Vacation" of Ocean Terrace, 74th and 75th Street | Developer's Site, After the "Vacation" of Ocean Terrace, 74th and 75th Street | Contribution to Buildable Area and Development By "Vacation" of Ocean Terrace, 74th and 75th Street | Land Sale 1 | Land Sale 2 |
|---|---|---|---|---|---|
| Address | 7400-7450 OCEAN TERR.<br>7409-7449 COLLINS AVE.<br>MIAMI BEACH<br>FLORIDA | '400-7450 OCEAN TERR.<br>'409-7449 COLLINS AVE.<br>MIAMI BEACH<br>FLORIDA | 40' WIDE ON 75TH ST.<br>30' WIDE ON 74TH ST.<br>60' WIDE ON OCEAN TERR. | 3600-3624 COLLINS AVENUE<br>MIAMI BEACH<br>FLORIDA | 880 71ST STREET<br>MIAMI BEACH<br>FLORIDA |
| Frontage/Exposure On | OCEAN TERRACE<br>COLLINS AVENUE<br>74TH STREET<br>75TH STREET | OCEAN TERRACE<br>COLLINS AVENUE<br>74TH STREET<br>75TH STREET | OCEAN TERRACE<br>74TH STREET<br>75TH STREET | COLLINS AVENUE<br>36TH STREET<br>37TH STREET | (71ST STREET )<br>BAY DRIVE |
| Water Frontage | View | View | View | No | Yes |
| Folio No. | 02-3202-003-0060<br>02-3202-003-0050<br>02-3202-003-0040<br>02-3202-003-0030<br>02-3202-003-0020<br>02-3202-003-0010<br>02-3202-003-0070<br>02-3202-003-0080<br>02-3202-003-0090<br>02-3202-003-0100<br>02-3202-003-0110<br>02-3202-003-0120 | 02-3202-003-0060<br>02-3202-003-0050<br>02-3202-003-0040<br>02-3202-003-0030<br>02-3202-003-0020<br>02-3202-003-0010<br>02-3202-003-0070<br>02-3202-003-0080<br>02-3202-003-0090<br>02-3202-003-0100<br>02-3202-003-0110<br>02-3202-003-0120 | Public Way | 02-3226-001-1610<br>02-3226-022-0010<br>02-3226-022-0020<br>02-3226-022-0030<br>02-3226-022-0040<br>02-3226-022-0050<br>02-3226-022-0060 | 02-3210-013-0190 |
| Net Site Size (SF ) | 96,300 | 142,224 | 45,924 | 28,000 | 19,414 |
| Net Site Size (Acre ) | 2.21 | 3.27 | 1.05 | 0.64 | 0.45 |
| Zoning | MXE & CD-2 | MXE & CD-2 | MXE | RM-2 | CD-2 |
| Floor Area Ratio (FAR ) | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 |
| Buildable Area | 192,600 | 284,448 | 91,848 | 56,000 | 38,828 |
| Date of Sale | - | - | - | 9/14/2018 | 8/8/2017 |
| Grantor | - | - | - | BRISA DEL MAR PROPERTY LLC | ELIZABETH STONE, TRUSTEE |
| Grantee | - | - | - | STONEPAL COLLINS 3 LLC | BAY DR LLC & KG NORMANDY, LLC |
| O.R. Book / Page | - | - | - | 31149 / 319 | 30651 / 3625 |
| Consideration | - | - | - | $7,850,000 | $3,500,000 |
| Financing | - | - | - | CASH TO THE SELLERS | CASH TO THE SELLER |
| Sale Price | - | - | - | $7,850,000 | $3,500,000 |
| Sale Price/SF of Site Area | - | - | - | **$280.36** | **$180.28** |
| Sale Price/SF of Maximum Buildable Area | - | - | - | **$140.18** | **$90.14** |
| Time Adjustment | 0% | 0% | 0% | 0% | 0% |
| Time Adjusted Sale Price | - | - | - | $7,850,000 | $3,500,000 |
| Time Adjusted Sale Price Per Sq. Ft. of Site Area | - | - | - | **$280.36** | **$180.28** |
| Time Adjusted Sale Price Per Sq. Ft. of Buildable Area | - | - | - | **$140.18** | **$90.14** |
| ADJUSTMENTS: | | | | | |
| Location: | - | - | - | -10% | 0% |
| Frontage / Exposure: | - | - | - | 0% | 10% |
| Water Frontage: | | | | 5% | 0% |
| Size/Scale: | | | | -5% | -5% |
| Physical Development Potential: | - | - | - | 10% | 20% |
| Total: | - | - | - | 0% | 25% |
| Plus: Estimated Demolition Cost | - | - | - | $86,000 | $410,000 |
| Adjusted Price | - | - | - | **$7,936,000** | **$4,785,000** |
| **Adjusted Price/SF of Net Site Area** | - | - | - | $283.43 | $246.47 |
| **Adjusted Price/SF of Buildable Area** | - | - | - | **$141.71** | **$123.24** |

| Land Sale 3 | Land Sale 4 | Land Sale 5 | Land Listing 6 |
|---|---|---|---|
| 300-326 71ST STREET<br>6972 HARDING AVE<br>6957-6965 BYRON AVE<br>6948-6988 ABBOTT AVE<br>6951 & 6985 ABBOTT AVE<br>MIAMI BEACH<br>FLORIDA | 6372-6382 COLLINS AVE<br>& 6375 INDIAN CREEK DR.<br>MIAMI BEACH<br>FLORIDA | 7945 HARDING<br>AVENUE<br>MIAMI BEACH<br>FLORIDA | 6940 ABBOTT<br>AVENUE<br>MIAMI BEACH<br>FLORIDA |
| HARDING AVENUE<br>BYRON AVENUE<br>ABBOTT AVENUE<br>71ST STREET | COLLINS AVENUE<br>INDIAN CREEK DRIVE | HARDING AVENUE<br>80TH STREET | ABBOTT AVENUE<br>BYRON AVENUE |
| No | No | No | No |
| 02-3211-002-0850<br>02-3211-002-0870<br>02-3211-002-0880<br>02-3211-002-0920<br>02-3211-002-0930<br>02-3211-002-0970<br>02-3211-002-0990<br>02-3211-002-1010<br>02-3211-002-1020<br>02-3211-002-1030<br>02-3211-002-1040<br>02-3211-002-1050<br>02-3211-002-0890<br>02-3211-002-0860 | 02-3211-007-2050<br>02-3211-007-1530<br>02-3211-007-1540 | 02-3202-007-0200 | 02-3211-001-0590 |
| 98,815<br>2.27 | 20,413<br>0.47 | 5,500<br>0.13 | 25,000<br>0.57 |
| 42,500 (RM-1 )<br>56,315 SF (CD-3 ) | RM-2 | RM-1 | TCC |
| 1.25 & 2.75 | 2.00 | 1.25 | 3.50 |
| 207,991 | 40,826 | 6,875 | 87,500 |
| 3/13/2017 | 2/2/2017 | 10/20/2016 | FOR SALE |
| CITY NATIONAL BANK<br>OF FLORIDA;<br>SJ BLUE LLC<br>GUZO REALTY, INC. | MYPP HOLDINGS LLC | AZ BELL ROAD, LLC | SOUTHERN BELL<br>TEL. & TEL. CO. |
| OLIVEIRA PLAZA<br>ASSOCIATES, LLC | 6372 LLC | ERIC<br>DOELLE | FOR SALE |
| 30456 / 3405<br>30458 / 3591<br>30456 / 750 | 30414 / 4507 | 30286 / 902 | FOR SALE |
| $27,985,000 | $5,500,000 | $890,000 | $7,500,000 |
| CASH TO<br>THE SELLERS | CASH TO<br>THE SELLER | CASH TO<br>THE SELLER | FOR SALE |
| $27,985,000 | $5,500,000 | $890,000 | $7,500,000 |
| **$283.21** | **$269.44** | **$161.82** | **$300.00** |
| **$134.55** | **$134.72** | **$129.45** | **$85.71** |
| 0% | 0% | 0% | 0% |
| $27,985,000 | $5,500,000 | $890,000 | $7,500,000 |
| **$283.21** | **$269.44** | **$161.82** | **$300.00** |
| **$134.55** | **$134.72** | **$129.45** | **$85.71** |
| 0%<br>0%<br>5%<br>0%<br>0%<br>5% | 0%<br>5%<br>5%<br>-5%<br>15%<br>20% | 0%<br>5%<br>5%<br>-10%<br>20%<br>20% | 0%<br>5%<br>5%<br>-5%<br>10%<br>15% |
| $0 | $0 | $8,000 | $9,000 |
| **$29,384,300** | **$6,600,000** | **$1,076,000** | **$8,634,000** |
| $297.37 | $323.32 | $195.64 | $345.36 |
| **$141.28** | **$161.66** | **$156.51** | **$98.67**<br>**Asking** |

# Comparable Sales




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**THE SALES COMPARISON APPROACH (LAND VALUATION)** -- Continued --

ANALYSIS OF COMPARABLE SALES

Financing

The comparable sales were "arm's length" and “cash to the seller” transactions, with typical terms of purchase and therefore, no adjustment for financing was required.

Time of Sale

The comparable land sales analyzed herein have occurred between October 2016 and September 2018, in addition to a current listing. The comparable sales reflect the prevailing market conditions in the area, and there appears to be no change in sale price/SF range in the last 2-3 years. Accordingly, we have utilized no quantitative time adjustment; however, the most recent comparable land sales were given more weight in our final reconciliation.

Location

The comparable sales are located between 36th Street (Central Beach; one mile north of South Beach area) and 79th Street, in the Central Beach (one sale) and North Beach (five sales and listings) sections of Miami Beach. Due to its proximity to South Beach, Comparable Land Sale Number One required a negative locational adjustment.

Frontage/Visibility/Exposure

Comparable Land Sale Numbers Two, and Four through Six required a positive adjustment.

Comparable Sale Numbers One, and Three through Six required a slight positive adjustment for lack of any water frontage or water view.

Configuration

The comparable sites are generally shaped adequately for development, with adequate frontage and depth, thereby requiring no adjustment for configuration.

Size/Scale and Physical Development Potential and Functional Utility

Comparable Sale Numbers One, Two, Four, Five and Six, which were smaller sites, required a negative adjustment for size/scale, as smaller sites command a premium on a price per square basis.

Comparable Sale Numbers One, Two, Four, Five and Six required a positive adjustment due to their inferior physical development potential, primarily due to size.

**THE SALES COMPARISON APPROACH (LAND VALUATION)** -- Continued –

ANALYSIS OF COMPARABLE LAND SALES - Continued

Topography

The subject site in conjunction with the proposed to be "vacated" area, and the comparable land sales were generally level at street-grade. However, we have estimated the cost of demolition at the comparable sales, if there were older improvements which would be razed for redevelopment.

CORRELATION OF VALUE

The comparable sales indicated unadjusted sale price/SF of site area of $280.36, $180.28, $283.21, $269.44, $161.82 and $300 (asking price).

The comparable sales indicated unadjusted sale price/SF of buildable area of $140.18, $90.14, $134.55, $134.72 and $129.45 for the closed sales.

After the analytical adjustments, the comparable sales indicated adjusted sale price/SF of buildable area of $141.71, $123.34, $141.28, $161.66 and $156.51 for the closed sales.

Based on the preceding analysis, $130/SF to $140/SF of buildable area reflect a reasonable range of contributory value of the Fee Simple Interest in the "vacated" property (described as the 40-foot wide southern portion of 75th Street by 356-foot long along the north side of the developer's site, the 30-foot wide northern portion of 74th Street by 356-foot long along the south side of the developer's site, and the 60-foot wide western portion of Ocean Terrace by 350-foot long along the east side of the developer's site, which contains a total land area of 45,924 SF to contribute 91,848 SF of additional buildable area, based on the maximum permitted Floor Area Ratio of 2.0), in "as is" condition (as vacant land). Then:

| | |
|---|---|
| 91,848 SF x $130/SF = | $11,940,240 |
| 91,848 SF x $140/SF = | $12,858,720 |
| Estimated Contributory Value of the Fee Simple Interest in the Proposed "Vacated" Site Area of 45,924 SF, as Described Herein (Rounded) | **$12,400,000** |

**RECONCILIATION AND FINAL VALUE ESTIMATE**

**CONTRIBUTORY VALUE ESTIMATE OF THE PROPOSED "VACATED" AREA TO BE UTILIZED IN CONJUNCTION WITH THE "DEVELOPMENT SITE" AS DESCRIBED HEREIN:**

| | |
|---|---|
| Income Capitalization Approach to Value: | Not Applicable |
| Sales Comparison Approach to Value: | $12,400,000 |
| Cost Approach to Value: | Not Applicable |
| Reconciled Final Value Estimates: | $12,400,000 |

In order to provide an estimate of the contributory value of the Fee Simple Interest in the "vacated" property (described as the 40-foot wide southern portion of 75th Street by 356-foot long along the north side of the developer's site, the 30-foot wide northern portion of 74th Street by 356-foot long along the south side of the developer's site, and the 60-foot wide western portion of Ocean Terrace by 350-foot long along the east side of the developer's site, which contains a total land area of 45,924 SF to contribute 91,848 SF of additional buildable area, based on the maximum permitted Floor Area Ratio of 2.0), as of July 3, 2019, we have utilized the Sales Comparison Approach to Value.

The Sales Comparison Approach to Value is based upon a comparison between recently sold sites and the proposed "vacated" area to be utilized in conjunction with the developer's site, as described herein, utilizing the sale price per square foot of buildable area unit of comparison.

It is my estimate that the contributory value of the Fee Simple Interest in the "vacated" property (described as the 40-foot wide southern portion of 75th Street by 356-foot long along the north side of the developer's site, the 30-foot wide northern portion of 74th Street by 356-foot long along the south side of the developer's site, and the 60-foot wide western portion of Ocean Terrace by 350-foot long along the east side of the developer's site, which contains a total land area of 45,924 SF to contribute 91,848 SF of additional buildable area, based on the maximum permitted Floor Area Ratio of 2.0), as of July 3, 2019, was:

**CONTRIBUTORY MARKET VALUE OF THE FEE SIMPLE INTEREST IN THE PROPOSED "VACATED" RIGHT-OF-WAY AREAS TO BE UTILIZED IN CONJUNCTION WITH THE DEVELOPER'S SITE, AS DESCRIBED HEREIN**
**TWELVE MILLION FOUR HUNDRED THOUSAND DOLLARS ($12,400,000)**

## CONTINGENT AND LIMITING CONDITIONS

We assume no responsibility for matters legal in nature, nor do we render any opinion as to the title, which is assumed to be marketable. The property is appraised as though under responsible ownership and management.

When applicable, the sketch in this report is included to assist the reader in visualizing the properties, and we assume no responsibility for its accuracy. We have made no survey of the property. We are not required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made thereof. Additional professional valuation services rendered would require further compensation under a separate contractual agreement.

Where applicable, the distribution of the total valuation in this report between land and improvements applies only under the existing program of utilizations. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

We assume that there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable. We assume no responsibility for such conditions or for engineering which might be required to discover such factors.

Information, estimates and opinions furnished to us and contained in this report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy can be assumed by us.

No one other than the undersigned prepared the analyses, conclusions and estimates concerning the real estate set forth in this appraisal.

Neither all nor any part of the contents of this report, or copy thereof, shall be used for any purpose by any but the client without the previous written consent of the appraiser, and/or the client; nor shall it be conveyed by any including the client to the public through advertising, publications, news, sales or other media, without the written consent and approval of the author, particularly the valuation conclusions, identity of the appraiser, or any reference to any professional society or institute or any initialed designation conferred upon the appraiser.

This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation and the requirements of the State of Florida for state certified real estate appraisers, as well as current Federal regulatory agency criteria.

**CONTINGENT AND LIMITING CONDITIONS** -- Continued –

The existence of hazardous materials, which may or may not be present on the property, was not observed. We have no knowledge of the existence of such materials on or in the properties, nor are we qualified to detect such substances. The presence of potentially hazardous materials and/or substances may affect the value of the property. The value estimate reflected in this appraisal report is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the "ADA". It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the "ADA" could reveal that the property is not in compliance with one or more of the requirements of the Act. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirement of "ADA" in estimating the value of the property.

The appraisal report can not be used in connection with a real estate syndicate(s) or securities related activity(ies) and is invalid if so used without the previous knowledge or written consent of the appraiser. Said activities include but would not be limited to activities which are required to be registered with the United States Securities and Exchange Commission or any state regulatory agency regulating investments made as a public offering, as well as activities involving Real Estate Investment Trusts, Limited Partnerships, Mortgage Backed Securities and any other transaction which is subject to the securities Exchange Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Advisors Act of 1940 or State Blue Sky or securities laws or any amendments thereto.

## CERTIFICATION

The undersigned do hereby certify that, to the best of our knowledge and belief, except as otherwise noted in the appraisal report:

- The statements of fact contained in this report, upon which the analyses, opinions and conclusions expressed herein are based, are true and correct.

- I have performed services as an appraiser regarding the property that is the subject of this appraisal assignment, within the three year period preceding the acceptance of this assignment.

- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, unbiased professional analyses, opinions and conclusions.

- We have no present or prospective interest in the property that is the subject of this report and we have no personal interest or bias with respect to the parties involved.

- The amount of our compensation is not contingent upon the development or reporting of a predetermined value of direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation and the requirements of the State of Florida for state certified real estate appraisers, as well as current Federal regulatory agency criteria.

- My engagement in this assignment was not contingent upon developing or reporting predetermined values. The appraisal assignment has not been based on a required minimum valuation, a specific valuation, or the approval of a loan.

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives, as well as the Florida Real Estate Appraisal Board.

- As of the date of this report, Jozef Alhale has completed the requirements of the continuing education program of The Appraisal Institute.

- The appraiser has visually inspected the perimeters of the subject site which is described in this report.

## CERTIFICATION

- No one other than the undersigned prepared the analyses, conclusions and opinions concerning real estate that are set forth in this appraisal report, nor provided significant professional assistance to the person signing this report.

It is the opinion of the undersigned that the estimated contributory value of the Fee Simple Interest in the "vacated" property (described as the 40-foot wide southern portion of 75th Street by 356-foot long along the north side of the developer's site, the 30-foot wide northern portion of 74th Street by 356-foot long along the south side of the developer's site, and the 60-foot wide western portion of Ocean Terrace by 350-foot long along the east side of the developer's site, which contains a total land area of 45,924 SF to contribute 91,848 SF of additional buildable area, based on the maximum permitted Floor Area Ratio of 2.0), as of July 3, 2019, was as described herein.



Jozef Alhale, MAI
State Certified General Appraiser
License No. RZ 0001557

**ADDENDA**

**JOZEF ALHALE, MAI, CCIM**
**3475 Sheridan Street, Suite 313**
**Hollywood, Florida 33021**

**(305) 613-7477 jbalhale@aol.com www.jalhaleappraisals.com**

QUALIFICATIONS

**Experience:** Thirty one years in the field of commercial real estate appraisal, appraisal review, consultation, expert witness, economic research and market analysis.

**Membership:** Designated member of the Appraisal Institute, MAI (since 1993)
Designated member of the CCIM Institute (since 2018)
Miami Society of Commercial Realtors
Miami Association of Realtors

**Professional Experience:**
J. Alhale Appraisals, Inc., President, September 2009 to present
J.B. Alhale & Associates, Inc., President, May 1994 to present
Keller Williams Commercial, Salesperson, May 2017 to present
NAI R.W.N.K., Salesperson, July 2015 to May 2017
Dixon and Friedman, Inc., Senior Appraiser, Oct. 1991 - May 1994
R.G. Davis & Associates, Inc., Fee Appraiser, Jan. 1991 - Oct. 1991
Izenberg Appraisal Assoc.,Inc., Staff Appraiser, July 1988 - Dec. 1990

**Education:** Master of Science, Computer Science
Rensselear Polytechnic Institute, Troy, New York

Bachelor of Arts, Cum Laude, Computer Science
New York University, New York, New York

Associate Engineering Degree, Computer Science
Tel Aviv University, Tel Aviv, Israel

**Licensed:** State Certified General Real Estate Appraiser - State of Florida
Real Estate Salesman - State of Florida

**Assignments:** Land, industrial, shopping centers, offices, apartment buildings, hotel/motel facilities, special-purpose properties, air rights, as well as valuation of Leasehold Interests, undivided partial interests for financing, litigation, divorce, estate taxes, gift taxes, trusts, etc. Economic research, expert witness, market and feasibility analysis.

**CITY OF MIAMI BEACH**
**OFFICE OF CAPITAL IMPROVEMENT PROJECTS**

**Summary of Items for Ocean Terrace Project**
**Considering the right-of-way of Ocean Terrace from 73rd to 75th Street**
**Decorative Pavers on Reinforced Concrete Slab**
**Some cost are based on Espanola Way and Lincoln Road Projects**

| | ITEM DESCRIPTION | UNIT | QUANTITY | Unit Cost($) | TOTAL($) |
|---|---|---|---|---|---|
| | | | | | |
| | ***EXISTING CONDITIONS/DEMOLITION/ CLEARING AND GRUBBING*** | | | | |
| | | | | | |
| 1 | Saw Cut Existing Concrete Sidewalks/ Aspalth | LF | 2,700.00 | $2.00 | $5,400.00 |
| 2 | Concrete/ asphatl removal and disposal | SF | 87,395.00 | $4.50 | $393,277.50 |
| 3 | Sod/ Shrub Removal | SF | 20,065.00 | $2.00 | $40,130.00 |
| 4 | Light Pole/Base/Pull Box Removal and Disposal | EA | 13.00 | $650.00 | $8,450.00 |
| 5 | Street Sign Removal | EA | 21.00 | $150.00 | $3,150.00 |
| 6 | Trash/ Recycling Receptacles Removal | EA | 9.00 | $200.00 | $1,800.00 |
| 7 | Bike Rack Removal | EA | 3.00 | $150.00 | $450.00 |
| 8 | Storm Water Drainage Structures Removal and Disposal | EA | 10.00 | $2,000.00 | $20,000.00 |
| 9 | Grout Existing Drainage Pipes to be Abandoned in Place | LF | 632.00 | $9.00 | $5,688.00 |
| 10 | Tree Removal | EA | 37.00 | $750.00 | $27,750.00 |
| | | | | | |
| | *SUB TOTAL (108000 SF)* | | | ***$4.69*** | ***$506,095.50*** |
| | | | | | |
| | ***UTILITIES*** | | | | |
| | | | | | |
| 1 | Utilities Adjustment Schedule | LS | 1.00 | $50,000.00 | $50,000.00 |
| 2 | Install 60" Drainage Structure ( Manhole or Catch Basin ) | EA | 27.00 | $6,000.00 | $162,000.00 |
| 3 | Install 24" Storm Water Drainage Pipe | LF | 1,020.00 | $180.00 | $183,600.00 |
| 4 | Install 18" Storm Water Drainage Pipe | LF | 720.00 | $150.00 | $108,000.00 |
| 5 | Dreill/ Install Storm water Gravity Well with Control Structure | EA | 3.00 | $100,000.00 | $300,000.00 |
| 6 | Add 12" DIP Water Main. | LF | 800.00 | $450.00 | $360,000.00 |
| 7 | Replace existing 36" CI force main outfall on 74th St from Colins Ave to Ocean Terrace | LF | 120.00 | $1,200.00 | $144,000.00 |
| | | | | | |
| | *SUB TOTAL (108000 SF)* | | | ***$12.11*** | ***$1,307,600.00*** |
| | | | | | |
| | ***ROADWAY/ SIDEWALK CONSTRUCTION*** | | | | |
| | | | | | |
| 1 | Install Concrete Slab, 2' Valley Gutters , Decorative Concrete Bands | SF | 108,000.00 | $30.00 | $3,240,000.00 |
| 2 | Install Decorative Pavers | SF | 108,000.00 | $14.25 | $1,539,000.00 |
| 3 | Install Especial Bollards (Retractables and Permanents) on Each Vehicular Traffic Access | EA | 2 | $250,000.00 | $500,000.00 |
| 4 | Install Permanent Stainless Steel Bollards at 5' maximum distance on each side of street | EA | 315 | $460.00 | $144,900.00 |
| 5 | Install Street Furniture., Including Trash/ Recycling Cans/ Dog Waste Sations/ Bike Racks | LS | 1 | $50,000.00 | $50,000.00 |
| 6 | Install Precast Architectural Seat Wall | LF | 715 | $360.00 | $257,400.00 |
| 7 | Install Precast Concrete Benches on Wall | LF | 230 | $1,430.00 | $328,900.00 |
| 8 | Install Shade Structure ( Combination of Square and Traingular Sails ) | EA | 4 | $39,000.00 | $156,000.00 |
| 9 | Pavement Marking and Signage | LS | 1 | $5,000.00 | $5,000.00 |
| 10 | Install Informative Sign | LS | 1 | $10,000.00 | $10,000.00 |
| | | | | | |
| | *SUB TOTAL (108000 SF)* | | | ***$57.70*** | ***$6,231,200.00*** |
| | | | | | |
| | ***LANDSCAPING*** | | | | |
| | | | | | |
| 1 | Plant New Palm/ Large Canopy Tree | EA | 112.00 | $3,000.00 | $336,000.00 |
| 2 | Install Silva Cells on Palms (56 Palms with 250 CF / Each) | CF | 14,000.00 | $25.00 | $350,000.00 |
| 3 | Install Silva Cells on New Large Canopy Tree with 20 ' Crown/ Canopy (56 Trees with 500 CF Each ) | CF | 28,000.00 | $25.00 | $700,000.00 |
| 4 | Install Ground Cover /Shrubs/ Grass | SF | 20,065.00 | $5.00 | $100,325.00 |
| 5 | Install New Automatic Irrigation System | LS | 1.00 | $30,000.00 | $30,000.00 |
| | | | | | |
| | *SUB TOTAL (108000 SF)* | | | ***$14.04*** | ***$1,516,325.00*** |
| | | | | | |
| | ***STREET LIGHTHING/ ELECTRICAL*** | | | | |
| | | | | | |
| 1 | Install Turtle Friendly Decorative Bollards LED Lights Along the East Side of Project @ Every 15' | EA | 62.00 | $2,700.00 | $167,400.00 |
| 2 | Install New Smart Decorative Pedestrian Street Lights Turtle Friendly on each side of Street @ Every 50' | EA | 37.00 | $5,000.00 | $185,000.00 |
| 3 | Install CCTV Cameras | LS | 1.00 | $10,000.00 | $10,000.00 |
| | | | | | |
| | *SUB TOTAL (108000 SF)* | | | ***$3.36*** | ***$362,400.00*** |
| | | | | | |
| | ***MISCELANOUS*** | | | | |
| | | | | | |
| 1 | Sediment/Erosion Control | SF | 108,000.00 | $0.25 | $27,000.00 |
| 2 | Temporary Project Sign | EA | 2.00 | $800.00 | $1,600.00 |
| 3 | Permit allowance | LS | 1.00 | $20,000.00 | $20,000.00 |
| | | | | | |
| | *SUB TOTAL (108000 SF)* | | | ***$0.45*** | ***$48,600.00*** |

| | | |
|---|---|---|
| ***TOTAL (108000 SF)*** | ***$91.89*** | ***$9,923,620.50*** |
| MOT | 2.00% | $198,472.41 |
| MOBILIZATION & GENERAL CONDITIONS | 3.00% | $297,708.62 |
| BOND AND INSURANCE | 2.50% | $248,090.51 |
| CONTINGENCY | 20.00% | $1,984,724.10 |
| **TOTAL PROBABLE CONSTRUCTION COST** | | ***$12,652,616.14*** |
| DESIGN, CONSTRUCTION ENGINEERING ,INSPECTION SERVICES AND AS-BUILT | 10.00% | $1,265,261.61 |
| **GRAND TOTAL PRIOR CMB FEES** | | **$13,917,877.75** |
| CMB FEES | 6.50% | $904,662.05 |
| **GRAND TOTAL WITH CMB FEES** | | ***$14,822,539.81*** |

**Exhibit "D"**

Lambert
ADVISORY

# ECONOMIC IMPACT ASSESSMENT:

# OCEAN TERRACE

*- Prepared by -*

*Lambert Advisory, LLC*

- Prepared for -

City of Miami Beach, FL

*June 2019*

## Economic Impact Assessment
## Ocean Terrace

*Introduction and Summary of Key Findings*

Lambert Advisory has completed an economic impact assessment for the proposed development of Ocean Terrace, a major mixed use residential, hotel and retail project located in the City of Miami Beach. The analysis estimates select tangible direct and indirect/induced economic benefits that will be derived from the construction and operation of the development and based upon the inputs and assumptions set forth herein. This report identifies and quantifies the benefits created by the proposed Ocean Terrace development within City of Miami Beach and Miami Dade County. The methodology, assumptions, and analysis governing this document are detailed in the *Methodology, Analysis and Results* section below, with a summary of economic benefit headlines included at the end of this section.

The Ocean Terrace development is situated in the City of Miami Beach's North Beach neighborhood, and generally bounded on the north by 75th Street, on the east by Ocean Terrace, on the south by 74th Street, and on the west by Collins Avenue. The site is currently developed with 182 hotel rooms (within two separate hotel properties) and 29,118 square feet of retail. A portion of these buildings will be demolished to allow for a substantial redevelopment of the property.

Figure 1: Ocean Terrace – Location and Boundary Map




The Ocean Terrace development represents a luxury condominium, hotel and retail development that will incorporate amenities including but not limited to: signature dining, spa and fitness center, meeting/banquet facilities and rooftop deck. The development represents the first new significant residential and commercial investment within the North Beach neighborhood in nearly 20 years. In addition, the City is planning for comprehensive improvements to the roadway and public space

fronting the Ocean Terrace development, extending from 73rd Street to 75th Street. This includes an estimated $15 million in streetscape and roadway improvement expenditures envisioned as part of the Urban Design Plan under the North Beach Master Plan.

In this effort, the Ocean Terrace Holdings (Developer) is contemplating a full funding contribution of the proposed $15 million roadway and public space improvement, in consideration for: a.) the City vacating the right-of-way and the Developer providing an easement back to the City; and, b.) the vacated streets providing additional development rights of approximately 83,000 square feet for the Development.

Figure 2: Ocean Terrace Development Program
Source: Ocean Terrace Holdings

| Use | Units/Sq.Ft. |
|---|---|
| Condominium | 58 units |
| Resort Hotel | 110 rooms |
| Retail | 18,015 sq.ft. |
| Parking | 220 spaces |

Considering the Developer's proposed capital improvement contribution, and the corresponding allowances outlined above, the City is seeking to identify the economic benefits associated with this proposed agreement. Namely, there are two areas of focus for this analysis and each of which is described in detail in following sections: *1.) Impact from Short-term Construction Employment and Expenditure; and, 2.) Long-term/Recurring Impact and Benefit from the Ocean Terrace Development and Improvements to Roadway/Public Space.*

As set forth herein, the Ocean Terrace development and corresponding improvements to roadway and public space is envisioned to be a transformative project for the surrounding area and provide measurable incremental benefit to the City as a result of significant direct capital investment, as well as from on-going expenditure from its residents, visitors and employees. Estimates of the tangible impacts from direct and indirect expenditures are captured by this analysis. However, we clearly recognize that there are other potential intangible impacts – such as the project's ability to serve as a catalyst for future development in the immediate area; however, these are not included in this analysis, as they are nearly impossible to quantify.

In sum, the most notable economic impact benefit headlines from the Ocean Terrace development include:

- 1,270± direct and indirect/induced construction (and related) jobs annually during the proposed two-year construction period, which generates a total of $122 million in direct and indirect/induced labor income during the construction period that will flow to the local and regional economy.
    - including an estimated $2.2 million to the City in permit and related fees;

- 115 net new direct full time equivalent (FTE) jobs generating $17.2 million (2019 $'s) in total annual wages available for expenditure within surrounding businesses;

- **incremental annual ad valorem tax revenue to the City of approximately $1.6 million** upon stabilized operations; or, an estimated **$27 million in net present value (NPV)** over a 30-year projection timeline;[1]

- an estimated **$120,000 to $240,000 in incremental annual ad valorem tax revenue** to the City of Miami Beach as a result of impacts to surrounding property values;[2]; and,

- **$1.125 million in annual resort tax revenue** upon stabilized operations to the City; or, an **NPV of $19.1 million** during a 30-year projection period.

The following table provides a summary of the long-term/recurring fiscal benefits to the City of Miami Beach:

**Figure 3: Summary of Estimated Long-term Incremental Fiscal Benefits to the City of Miami Beach from Ocean Terrace Development** (Upon Stabilized Operations, 2019 $'s)

| Source | Annual | NPV (30 yrs) |
|---|---|---|
| Ad Valorem Tax – Ocean Terrace | $1,600,000 | $27,000,000 |
| Ad Valorem Tax – Surrounding Properties[3] | $180,000 | $3,200,000 |
| Resort Tax – Ocean Terrace | $1,125,000 | $19,100,000 |
| **Total** | **$2,900,000** | **$49,300,000** |

[1] Assuming a 7.0 percent discount factor and 3.0 percent annual growth rate
[2] Refer to Section 2c for details
[3] Assumes mid-point of *moderate* and *upper* scenarios

*Methodology, Analysis and Results*

The proposed residential, hotel, and retail development will have a positive impact on the surrounding community in terms of taxes, jobs, and general investment generated, and will also enhance the area's existing commercial/retail demand. This development will help maintain economic stability within the area and attract on-going investment during the next several years.

The analysis herein considers an evaluation of the current plan to measure the incremental economic benefits of the Ocean Terrace development, as well as additional benefits to the City from the Developer's proposed capital contribution to the roadway/public space improvements. We have completed this analysis based on generalized development and performance information (i.e., development program by use, development timing, development costs, residential and commercial sales/rental rates, absorption/occupancy, and other operating performance measures) that is estimated based upon information provided by Ocean Terrace Holdings (Developer). Importantly, Lambert has not independently verified through a market study, or otherwise, the development cost and/or operating performance data and cannot attest to the accuracy of those estimates herein.

The analysis herein has been prepared to reflect the economic impact of development related activity upon completion within a 2-year development timeframe, and for the purposes of this analysis assumes the period in which the recurring economic impacts from the vast majority of the residential and commercial uses will be derived from operations. The economic impacts as stated herein from construction and operation of the Ocean Terrace development are presented in current (2019) dollars. Any change in development and/or operating assumptions from those utilized as part of this analysis can have a material impact on the direct and in-direct economic indicators stated herein.

The economic impact analysis for the Ocean Terrace development is based on application of the IMPLAN Economic Impact Model. This model is highly recognized and one of the leading analytic tools for measuring the economic impact that includes, but not limited to, real estate developments, including, going-concern operations among commercial, residential establishments.

Lambert applied the IMPLAN Economic Impact Model for assessing the short-term (construction) and long-term (stabilized operations) economic impact of the Oceanside development and its components. The IMPLAN model examines inter-industry relationships in a state, regional or local economy and provides indirect and induced output for employment, income and value added based on multipliers for the economy being analyzed.

The analysis provided herein presents estimates of the direct, indirect and induced economic impacts that will be derived from the construction and stabilized operation of the Oceans Terrace development and its components. The short-term economic impact analysis is based on construction cost of the development and its components over a two-year construction period as provided by Developer. Regarding the long-term economic impact, Developer provided Lambert with general performance estimates for the proposed development (i.e., condominium sales, hotel occupancy and ADR, commercial sales/rental rates). Lambert has not independently verified through a market study, or otherwise, the development cost and/or operating performance data and cannot attest to the accuracy of the estimates herein.

The following table provides a summary of the proposed Ocean Terrace development:

Figure 4: Ocean Terrace Development Program
Source: Ocean Terrace Holdings

| Use | Units/Sq.Ft. |
|---|---|
| Condominium | 58 units |
| Resort Hotel | 110 rooms |
| Retail | 18,015 sq.ft. |
| Parking | 172 spaces |

The construction of Ocean Terrace (including roadway/public space improvements) is projected to be completed within a two-year timeframe. Based upon the information provided and estimates made, construction and subsequent operations of Ocean Terrace will generate considerable benefits to the immediate area, the City of Miami Beach, and the broader Miami-Dade County community. There are two key areas in which the project will provide positive economic impacts:

1. Short-term construction employment and expenditure
2. Long-term economic and fiscal benefits from capital improvements, operations and residential and visitor expenditure

For both short-term and long-term impacts, which are detailed in the following analysis, the economic benefit to the area is the result of projected increases in revenue from primary sources, including employment, wages, and taxes. Accordingly, the impact from these key sources comes from two distinct measures:

- Direct Expenditures – disbursements for site acquisition and development (hard and soft costs), resident/worker/visitor expenditure, and expenditures associated with the operation of the grounds and building

- Indirect/Induced Expenditures – net additional expenditures that flow into the local economy as a result of the new development.

Economic impacts from the four key sources are detailed in the following sections.

## 1. Short-Term Construction Employment and Expenditure

The impact from short-term construction employment and expenditure is directly associated with the project's development; the table below shows a summary of estimated development costs for both the Ocean Terrace plan:

Figure 5: Ocean Terrace – Summary of Development Costs
Source: Ocean Terrace Holdings

| Item | Update |
|---|---|
| Ocean Terrace - Hard Costs | $130,000,000 |
| Ocean Terrace - Soft Costs | $69,000,000 |
| *Roadway/Public Improvements* | *$15,000,000* |
| Total | $214,000,000 |

For Short-term construction, the investment activity is supported by NAISC Sector Codes (Codes) and, for purposes of this analysis, we have allocated costs among two categories: Code 236220 – Construction of New Commercial Structures; and, Code 236117 – New Housing For-Sale Builders.

Figure 6: Summary of Short-Term Economic Impacts from Construction of Ocean Terrace
(Source: IMPLAN; US Census)

| ImpactType | Employment | Labor Income | Output |
|---|---|---|---|
| Direct Effect | 1,527 | $75,447,064 | $213,999,989 |
| Indirect Effect | 476 | $23,637,340 | $68,549,024 |
| Induced Effect | 535 | $23,372,918 | $72,857,039 |
| Total Effect | 2,538 | $122,487,323 | $355,406,052 |

As outlined above, and under the Original Plan, the construction and capital improvements within the City of Miami Beach will create significant short-term economic benefits including an average **1,270+ direct and indirect/induced construction (and related) jobs** annually during the proposed improvement period, which generates a total of **$122 million in direct and indirect/induced labor income** during the construction period that will flow to the local and regional economy.

Most development-related expenditures will be made in Miami-Dade County, and the City of Miami Beach should potentially capture a measurable share of these expenditures. The proposed development will generate significant direct impact and other fees payable to the City and County during the construction period which will be available for public expenditures associated with the project including roadways, schools, parks, developmental, administrative, permitting, change of use and other costs. It is difficult to accurately determine the impact fee and other fees at this point since many of these costs are dependent upon certain utility and design components that underlie the fee calculation (ie. including allocation of space for retail, restaurant, etc.). Nonetheless, based upon preliminary construction budgeting, total impact fees related to large-scale mixed-use development, the impact/permit fees are estimated to be more than **$3 million** over the construction period, with approximately **$2.2 million** to the City in the form of permit and administrative fees. Additionally, there will be an estimated **$7+ million** in commissions, of which a considerable amount is presumed to be paid to local real estate brokers/agents.

## 2. Long-Term (On-Going) Economic Benefits from the Ocean Terrace Development

The Ocean Terrace development is envisioned to be a high-end, luxury residential, hotel and commercial property and, together with the proposed roadway/public space improvements, will have a measurable effect on its immediate surroundings. The development will contribute significantly to the area's overall beautification through its building design, streetscape and open space enhancements. It will serve as a catalyst for on-going and longer-term investment in the broader North Beach area.

As part of this analysis, there are four primary aspects of long-term impacts that Ocean Terrace's residential, hotel and retail and retail uses will have on the City and County, including: 1.) Net New Job and Wage Creation; 2.) Marginal Ad Valorem Tax Revenue from Ocean Terrace; 3.) Incremental Enhancement to Surrounding Property Values; and, 4.) Resort Tax.

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

## 2a.) Net New Job and Wage Creation

Presently, there are two hotels (182 rooms in total) and 29,118 square feet of retail on the Ocean Terrace site. While these properties are deemed to be in fair to poor condition (and well beyond their useful life), they do currently employee approximately 42 FTE persons in the hotels and an estimated 72 FTE persons in the retail.

As noted, the new development will be of superior quality and service that will require a level of employment/staffing that is higher than traditional for residential, hotel and retail uses. Based upon input from the Developer, the full-time equivalent employees (FTE's) that will be created as part of the overall development, include:

*Residential:* At several million dollars in price, there is estimated to be upwards of 25 FTE jobs within the condominium development, including but not limited to: two on-site managers, multiple concierge/front desk personnel, multiple security guards, pool service attendants, several maintenance/landscaping personnel, and multiple valet attendants.

*Hotel:* The proposed 110 room hotel envisions a branded, luxury full-service property with full-service dining, spa, and staffed pool/cabana service. Staffing for full-service hotels is generally in the range of 0.8 to 1+ staff per room; however, luxury properties will generally be in the 1 to 1.5 person FTE room range. Based upon input from the Developer, there will be an estimated 1.2 staff per room for Ocean Terrace, which is equal to 132 FTE; or, a net 90 FTE accounting for existing hotel jobs.

*Retail*: The type of retail envisioned for Ocean Terrace development will include both full-service and casual dining, as well as boutique retail. The average square foot per employee for full-service restaurants can be as low as 150-200 square feet of space/employee, while casual restaurants may be in the range of 200-250 square feet/employee and boutique retail at 350 square feet/employee.[4] In the absence of detailed tenant mix at this point, and from a conservative perspective, it is estimated that the Ocean Terrace retail will have an average 275 square feet/employee; or, 65 net new FTE retail jobs created (which accounts for a stabilized 5 percent vacancy factor). In this case, there is actually a net loss in jobs from the decreasing level of retail currently on the site; however, at under 10 FTE jobs, this is quite modest and considered to be a "wash" for purposes of this analysis.

*Parking*: In general, there may be 1 FTE job per 120 spaces for parking garages. However, for this analysis, it is assumed these jobs are included in the hotel and retail FTE; and, particularly, the balancing of lost retail.

The following is a summary of net new direct FTE jobs created from the Ocean Terrace development:

[4] Based upon data published by Institute of Transportation Engineers (ITE)

Figure 7: Scenario 1 and 2: Estimate of Net New FTE Jobs from Ocean Terrace Development

| Use | Sq.Ft./Units | Total FTE |
|---|---|---|
| Residential | 58 units | 25 |
| Retail | 18,015 sq.ft. | 0 |
| Hotel | 110 rooms | 90 |
| **Total** | | **115** |

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

Figure 8: Summary of Estimated Annual Wages from Net New Direct FTE Jobs
(Source: IMPLAN; US Census)

| Impact Type | Employment | Avg. Annl. Wage | Total Wages |
|---|---|---|---|
| Residential | **25** | $50,380 | $1,260,000 |
| Retail | **n/a** | n/a | n/a |
| Hotel | **90** | $31,592 | $2,900,000 |
| **Total Effect** | **115** | **$36,173** | **$4,160,000** |

As illustrated above, the **115 net new direct FTE jobs** from Ocean Terrace generates annual wages totaling **$4.2 million** (2019 $'s) that will be expended within the City and, particularly, within surrounding businesses. In addition, these direct jobs will create an additional **78+ indirect and induced jobs** throughout the region.

2b.) Incremental Ad Valorem from Ocean Terrace

The development of Ocean Terrace will provide significant benefit to the City and County by way of real property and personal property (ad valorem) taxes. Especially, based upon residential sales that will reportedly be in the range of an average $4.5 to $5.0 million, and the hotel resort that will generate more than $32 million in gross revenue annually upon stabilization. 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 Ocean Terrace based upon an estimated taxable value (including land) of approximately $290 million. As a result, the development should generate approximately $6.0 million in real property taxes upon stabilized operations (in 2019 $'s); or, a total of approximate $1.85 million to the City of Miami Beach. Presently, the Ocean Terrace aggregated parcels indicate a taxable value of $39.5 million, with a current tax payment of $754,000; or, the City's current taxable portion being approximately $233,000. Therefore, the **incremental ad valorem tax revenue to the City from Ocean Terrace is approximately $1.6 million** upon stabilized operations.

Figure 9: Ocean Terrace – Ad Valorem Tax Estimate Upon Stabilization
Source: Miami Dade County Property Appraiser; Ocean Terrace Holdings; Lambert Advisory

| *Item* | *Millage* | *Annual Tax* |
|---|---|---|
| City of Miami Beach Operating | 5.7288 | $1,804,572 |
| City of Miami Debt | 0.160 | $50,400 |
| Miami Dade County Operating | 4.6669 | $1,470,074 |
| Miami Dade County Debt | 0.4644 | $146,286 |
| Miami Dade County Schools (State, Local) | 6.774 | $2,133,810 |
| Miami Dade County School Debt | 0.229 | $72,135 |
| South Florida Water Mgmt. | 0.1209 | $38,084 |
| Okeechobee Basin | 0.131 | $41,265 |
| Everaglade Construction | 0.0417 | $13,136 |
| Library District | 0.284 | $89,460 |
| Children's Services | 0.442 | $139,073 |
| FIND | 0.032 | $10,080 |
| TOTAL | **19.0742** | **$6,008,373** |

Based upon this stabilized incremental tax revenue, the following table provides a summary of the **$27 million in 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 10: Incremental Ad Valorem Tax Revenue from Ocean Terrace - 30 Year NPV

| | |
|---|---|
| Stabilized Year Incremental Tax Revenue (2019 $'s) | $1.6 million |
| Total Incremental Tax Revenue (30 years) | $76 million |
| *NPV Incremental Tax Revenue* | *$27 million* |

## 2c.) Incremental Enhancement to Surrounding Property Values

Ocean Terrace is envisioned to vastly improve the aesthetics of the surrounding area and, not only from the building's design and features, but also from a proposed comprehensive improvement to the roadway and public space fronting the development (from 73rd Street to 75th Street). This includes an estimated $15 million in streetscape and roadway improvement expenditures envisioned as part of the Urban Design Plan under the North Beach Master Plan and for which these benefits will not only serve the development, but the surrounding residents, workers and visitors that will be accessing and utilizing the public space.

Notwithstanding, the process of effectively measuring the Ocean Terrace development will have on the surrounding area is extremely difficult (if not impossible); particularly, as it relates to assigning the direct impact that a single development (and its corresponding capital improvements) has on a broader geographic area. First, we understand that there are several under-utilized properties in the respective study boundary that are strong targets for potential for redevelopment in the area. Moreover, we do

understand the history of redevelopment within the Art Deco Historic District, Lincoln Road and other areas on Miami Beach that undeniably benefited greatly from similar redevelopment efforts. However, assigning value growth within a broader geographic area to that of a single redevelopment property/capital improvement is extremely challenging. For instance, concurrent with Ocean Terrace, there are a few prospective noteworthy redevelopment plans being introduced within the North Beach area, including: North Beach Town Center and Byron Carlyle Redevelopment. Both properties are located within 1,750± feet (1/3rd mile) of the Ocean Terrace development. If these redevelopment efforts move forward, they too will be contributing factors to the area's redevelopment and incremental property value growth in the surrounding area. Yet, these two developments were not the direct result of Ocean Terrace, but likely that of a broader planning initiative implemented by the City as part of the North Beach Master Plan. Therefore, while the incremental property value growth within the surrounding area may eventually become quite significant over an extended period time, assigning all of the potential value growth directly to a single development cannot be substantiated. Therefore, for this analysis, we take a cautious and more conservative approach to the impact evaluation.

Recently, Lambert completed a few similar economic impact assessments addressing incremental value growth that capital improvements to public space and other redevelopment has on surrounding properties. As part of these studies, 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 on residential and commercial properties.

From the literature review, there is 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/park space. Based upon this research, we apply a highlight two key variables to the analysis herein:

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 illustrated in the following figure.

Figure 11: Map of Residential Parcels within 1/3 Mile & Retail/Office within 500 feet) of Oceanside




2.) *Value Premium*: The literature research referenced herein previews a number of documents related to benefits derived from improvements to streetscape (streets and sidewalks) as well as from improvements to open space. Again, it is extremely challenging to narrowly apply the literature study comparing developments within different regions for which there are several economic, cost and/or regulatory variables. This is illustrated by the wide range of valuation impacts from as low as 2 percent for commercial and, in a singular case, greater than 20 percent for residential based upon varying levels of capital improvement and related investment. Considering the challenges to more narrowly quantify theses range of impacts, we use an estimated incremental property value impact in the range of 4 percent (lower) to 8 percent (upper). These incremental values would apply to the existing residential parcels within 1/3rd mile radius and retail/office parcels within 500 feet.[5]

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

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

[5] Note, incremental value increases are not applied to current homestead properties

incremental real estate tax from these properties that will accrue to the City of Miami Beach based upon current millage rates:

Figure 12: City of Miami Beach – Estimated Annual Incremental Value and Tax Revenue Analysis (from Ocean Terrace Development)

| | Total Building Sq.ft. | Current Total Taxable Value | Incremental Assessed Value (lower/upper) | Increment Tax Revenue to City (lower/upper) |
|---|---|---|---|---|
| Ocean Terrace (surrounding properties) | 810 million SF | $510 million | $20 M to $40 M | $120,000 to $240,000 |

As summarized above, the properties impacted by the proposed development totals 810± million square feet of built space, with a total taxable value of $510 million. Based upon the premium value increments outlined above, the total assessed value of the properties affected by the Ocean Terrace improvements increases by $20 million to $40 million, resulting in an estimated **$120,000 to $240,000 in additional annual tax revenue** to the City of Miami Beach.

Figure 13: Incremental Ad Valorem Tax Revenue from Oceanside (Lower and Upper Scenarios)

| | Lower | Upper |
|---|---|---|
| Stabilized Year Incremental Tax Revenue (2019 $'s) | $120,000 | $240,000 |
| Total Incremental Tax Revenue (30 years) | $5.7 M | $11.4M |
| NPV Incremental Tax Revenue | **$2.1** | **$4.3M** |

2d. Resort Tax

Miami Dade County, through its Tourist and Convention Development Tax, assesses a total 6 percent tax on properties renting short-term transient rentals (less than 6 months) in hotels, motels, apartments and other qualifying residential units. However, there are exceptions for the cities of Miami Beach, Surfside and Bal Harbour.

Specific to the City of Miami Beach, the City collects and retains a 4 percent tax on transient rental sales, and an additional 2 percent tax on food and beverage sales. Based upon input from Ocean Terrace, the hotel is forecast to generate approximately $20 million in annual gross revenue upon stabilized operations. Accordingly, there is an additional estimated $12 million generated from the resort's food and beverage service, which includes expenditures from the condominium residents.

In addition to the food and beverage (dining) that will be created on-site, Ocean Terrace residents and visitors will also generate dining expenditures off-site and within the City. It is quite challenging to ascertain the level of food and beverage expenditure that will occur given the likelihood that the vast majority of these owners will be second-home owners and/or investors. This is based upon our research of 8 condominium developments built since 2000 within the coastal area between mid-Miami

Beach and Surfside. Within these developments, approximately 15 percent of condominium owners are primary residents, with 85 percent represented as second-home owners and/or investors. While we do not know at this point the characteristic of the Ocean Terrace resident, it is commonly known that the majority of condominium investment along Miami Dade County's coastal area (and Downtown Miami) is heavily supported by these second-home buyers and investors. At this point, there is a high degree of uncertainty as to the non-primary resident's occupancy level in any given year. Nonetheless, for this analysis, we provide a generalized estimate as follows: that 50 percent of the condominium units are fully occupied during the course of a year; the average daily expenditure on dining per household is $250 per day; and, 40 percent of resident's dining expenditures not captured on-sight will flow exclusively to Miami Beach establishments (which takes into account the plethora of quality dining options in other areas such as Bal Harbour, Bay Harbor, Miami Design District, Downtown Miami, Coral Gables and elsewhere). This would yield approximately $1± million in annual dining expenditures from residents; or, $20,000 in F&B sales tax to the City. Similarly, for the hotel guests, we assume: 110 rooms with an average occupancy of 80% (as per Developer); an average daily expenditure on dining per guest room of $250 (double occupancy); and, 40 percent expenditure off-site and exclusively in Miami Beach. This would yield approximately $3.2 million in total F&B sales; or, $64,000 in annual F&B sales tax to the City. Collectively, the resident and resort guest expenditures exclusive to Miami Beach establishments totals $4.2± million; or, $85,000 in annual F&B sales tax.

Figure 14: Estimated Ocean Terrace Resort Tax Revenue to City (upon Stabilized Operations)
Source: City of Miami Beach; Ocean Terrace Holdings

| Impact Type | Resort Tax Revenue |
|---|---|
| Est. Annl. Hotel Sales Tax (4.0% of Gross Rev.) – On Site | $800,000 |
| Est. Annl. F&B Sales Tax (2.0% of Gross Rev.) – On Site | $240,000 |
| Est. Annl. F&B Sales Tax (2.0% of Gross Rev.) – Off Site w/in City | $85,000 |
| Est. Total Annual Resort Tax | $1,125,000 |
| *NPV Incremental Resort Tax Revenue* | ***$19,100,000*** |

As set forth above, the Oceanside Terrace development is projected to generate **$1.125 million in annual resort tax revenue** upon stabilized operations; or, an **NPV of $19.1 million** during a 30-year projection period. Importantly, we do recognize that the Ocean Terrace residents and visitors will also spend additional food and beverage (and retail) dollars outside of the hotel and within other areas of Miami Beach.

**EXHIBIT "F" TO COMMISSION MEMORANDUM**
**OCEAN TERRACE DEVELOPMENT AGREEMENT**

This instrument was prepared by (record and return to):
Address1
Address2
Address3
Address4

(Space reserved for Clerk)

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**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____ 2019, by and among the CITY OF MIAMI BEACH, a Florida municipal corporation (the "City"), and jointly and severally 7450 OCEAN TERRACE LLC, 7436 OCEAN TERRACE LLC, 7420 OCEAN TERRACE INVESTMENT LLC, 7410 OCEAN TERRACE LLC, 7400 OCEAN TERRACE LLC, 7409 COLLINS AVE INVESTMENT LLC, 7421 COLLINS AVE INVESTMENT LLC, 7433 COLLINS AVE INVESTMENT LLC, 7439 COLLINS AVE INVESTMENT LLC, and 7441 COLLINS AVE INVESTMENT LLC (collectively, the "Developer"). City and Developer are each a "Party" and collectively are the "Parties" to this Agreement.

**Introduction**

A. The property that is the subject of this Agreement lies in Miami Beach, Miami-Dade County, Florida. This Agreement, among other things, is intended to and shall constitute a development agreement between the parties pursuant to Sections 163.3220-163.3243, Florida Statutes, the "Florida Local Government Development Agreement Act" (the "Act") and Section 118-4 of the City Code.

B. The Developer owns or has a legal or equitable interest in the property located east of Collins Avenue between 74th and 75th Streets, Miami Beach, Florida, more specifically described in Exhibit "A" (the "Developer Property") and intends to redevelop the Developer Property with a mixed-use residential, hotel, and retail development (as defined in Section 3.43, the "Project").

C. The Developer holds a reversionary interest in the public reservation area immediately east of Ocean Terrace between 74th and 75th Streets, more specifically described in Exhibit "B" (the "Reversionary Interest").

D. The City has a beneficial and legal interest in the property specifically described in Exhibit "C" (the "75th Street Parcel"), which is currently improved with a portion of 75th Street between Collins Avenue and Ocean Terrace.

E. The City has a beneficial and legal interest in the property specifically described in Exhibit "D" (the "74th Street Parcel"), which is currently improved with a portion of 74th Street between Collins Avenue and Ocean Terrace.

F. The City has a beneficial and legal interest in the property specifically described in Exhibit "E" (the "Ocean Terrace Parcel"), which is currently improved with a portion of Ocean

Terrace between 74th and 75th Streets (collectively, with the 74th Street Parcel and the 75th Street Parcel, the "City Parcel").

G. The City wishes to release the City's beneficial and legal interest in the City Parcel to provide a unified development site with the Developer Property.

H. The Developer Property and the City Parcel combined constitute the "Development Site," and is legally described in Exhibit "F."

I. The Developer desires to develop, design, permit and install, at Developer's sole cost and expense, a public park and streetscape project in the vicinity of Ocean Terrace, which area is described more fully in Exhibit "G" hereto, and will include improvements to (i) Ocean Terrace, between 73rd Street and 75th Street; (ii); the public reservation area immediately east of Ocean Terrace between 73rd Street and 75th Street; and (iii) 73rd Street, 74th Street, and 75th Street, from Collins Avenue to Ocean Terrace (as defined in Section 3.37, the "Park/Streetscape Site"), to be designed by Raymond Jungles (or by a comparable landscape architecture firm approved in accordance with Section 65 of this Agreement), substantially as shown on the Park/Streetscape Concept Plan, and to be constructed in phases in accordance with this Agreement (the "Park/Streetscape Improvements").

J. The City and Developer anticipate that, once completed, the Park/Streetscape Improvements will have an estimated value of approximately Fourteen Million Eight Hundred Thousand Dollars ($14,800,000.00).

K. Pursuant to City Resolution No. _____ (the "Vacation Resolution"), concurrently with the execution of this Agreement, the City has approved the vacation of the City Parcel, subject to and conditioned upon the terms and conditions contained in such Vacation Resolution, including, without limitation, (1) the grant by the Developer to the City of a perpetual, non-revocable easement against the City Parcel for subsurface utilities and public recreational, vehicular, and pedestrian use and access (the "City Parcel Easement"); (2) the Developer conveying the Reversionary Interest to the City; and (3) the Developer's commitment to improve the City Parcel with the Park/Streetscape Improvements as provided in this Agreement.

L. The City is a Florida municipal corporation with powers and authority conferred under the Florida Constitution, the Municipal Home Rule Powers Act, Florida Statutes and the Miami Beach City Charter and City Code. The City has all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal and governmental functions, and render municipal services, including the authority to adopt, implement and enforce (together with any other required governmental approvals) comprehensive plans, zoning ordinances, redevelopment plans, and other police power and legislative measures necessary to assure the health, safety and general welfare of the City and its inhabitants.

M. Having fully considered this Agreement at two duly noticed public hearings in compliance with Section 163.3225 of the Act; having determined that the Project, Park/Streetscape Improvements and this Agreement are in compliance with the City's Comprehensive Plan and Land Development Regulations as of the Effective Date; and having further determined that it is in the City's best interest to address the issues covered by this Agreement in a comprehensive manner, in compliance with all applicable laws, ordinances, plans, rules and regulations of the City, the City has agreed to enter into this Agreement with the Developer.

N. In accordance with Section 163.3227(1)(h) of the Florida Statutes, the City has determined that the Project, the Park/Streetscape Improvements, and the City Parcel Easement will benefit the City and the public, and that the conditions, terms, restrictions and requirements herein are necessary for the public health, safety and welfare of its citizens. The Project and Park/Streetscape Improvements will help revitalize and improve the character and appearance of the surrounding neighborhood and will have a significant positive fiscal impact for the City. The Park/Streetscape Improvements will also provide a significant public amenity and increase recreational open space in the northern portion of the City.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby-agree as follows:

1. Recitations. The foregoing recitations are true and correct and are incorporated herein by this reference.

2. Authority. This Agreement is entered into pursuant to the authority and procedures provided by the Act and Section 118-4 of the City Code.

3. Definitions. All capitalized terms in this Agreement shall have the definitions set forth in this Section unless such terms are defined elsewhere in this Agreement.

3.1 "Act" shall mean the Florida Local Government Development Agreement Act (Sections 163.3220 - 163.3243, Florida Statutes (2018)).

3.2 "Affiliate" shall mean any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with another Person. For purposes hereof, the term "control" (including the terms "controlled by" and "under common control with") shall mean the possession of a Controlling Interest. Unless the context otherwise requires, any reference to "Affiliate" in this Agreement shall be deemed to refer to an Affiliate of Developer.

3.3 "Affiliate Mortgagee" shall mean a lender who is an affiliate of the Developer or of the Developer's principals, including, without limitation, Access Industries, Inc. and its subsidiaries, and who holds a mortgage, lien, or other security interest on the Development Site or a portion thereof.

3.4 "Assignment of Construction Agreements" means an assignment by Developer to the City of all of Developer's right, title and interest in and to the Construction Agreements, which assignment shall include a duly executed consent by the Contractor and architect/engineer of record and all other Persons having any interests therein, and shall otherwise be in form and substance reasonably satisfactory to the Parties, which assignment shall be executed by Developer solely for the purpose of providing additional security to the City for the performance and discharge of Developer's obligations in this Agreement with respect to the Park/Streetscape Improvements, and shall only be exercisable by the City upon the occurrence of an uncured Event of Default by Developer under this Agreement pertaining to the Park/Streetscape Improvements.

3.5 "Assignment of Plans, Permits and Approvals" means an assignment by Developer to the City of all of Developer's right, title and interest in and to the approved Permit

Plans and Specifications and all Permits and Approvals for the Park/Streetscape Improvements, which assignment shall include a duly executed consent by the architect/engineer of record and all other Persons having any interests therein, and shall otherwise be in form and substance reasonably satisfactory to the Parties, which assignment shall be executed by Developer solely for the purpose of providing additional security to the City for the performance and discharge of Developer's obligations in this Agreement with respect to the Park/Streetscape Improvements, and shall only be exercisable by the City upon the occurrence of an uncured Event of Default by Developer under this Agreement pertaining to the Park/Streetscape Improvements.

3.6 "Building Permit" shall mean any permit issued by the City of Miami Beach Building Department or Building Official, including any foundation, building, or phase permits.

3.7 "Business Day" shall mean any day other than a Saturday, Sunday, and any federal or state holiday. If any period expires on a day that is not a Business Day, or any event or condition is required by the terms of this Agreement to occur or be fulfilled on a day that is not a Business Day, then such period shall expire, or such event or condition shall occur or be fulfilled, as the case may be, on the next succeeding Business Day.

3.8 "City" shall mean the City of Miami Beach, a Florida municipal corporation, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139. In all respects hereunder, City's obligations and performance is pursuant to City's position as the owner of the City Parcel acting in its proprietary capacity. In the event City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances (including through the exercise of the City's building, fire, code enforcement, police department or otherwise) shall be deemed to have occurred pursuant to City's regulatory authority as a governmental body and shall not be attributable in any manner to City as a party to this Agreement or in any way deemed in conflict with, or a default under, the City's obligations hereunder.

3.9 "City Code" shall mean the Code of Ordinances of the City.

3.10 "City Parcel" shall mean the area described in Exhibits "C," "D," and "E."

3.11 "City's Consultant" has the meaning provided in Section 18.

3.12 "Closing" shall refer to the formal exchange of documents between the parties, as further described in Section 5 of this Agreement.

3.13 "Commence Construction," "Commencement of Construction" and terms of similar import mean, with respect to the Park/Streetscape Improvements, the commencement of bona-fide site work for the Park/Streetscape Improvements, including, without limitation, clearing, grubbing, erection of construction fencing, and drainage improvements.

3.14 "Comprehensive Plan" shall mean the comprehensive plan which the City has adopted and implemented for the redevelopment and continuing development of the City pursuant to Chapter 163 Part II, of the Florida Statutes.

3.15 "Construction Agreements" shall mean those contracts between the Developer and the Contractor, architects, and engineers with whom Developer is in direct privity of contract for the construction of the Park/Streetscape Improvements.

3.16 "Contractor" shall mean the Developer's general contractor for the construction of the Park/Streetscape Improvements, to be selected by Developer in compliance with the requirements of Section 65 of this Agreement.

3.17 "Controlling Interest" means the power to direct the management and decisions (both major decisions and day-to-day operational decisions) of any Person.

3.18 "Covenant in Lieu of Unity of Title" shall mean the covenant in lieu of unity of title covering the Development Site, substantially in the form attached as Exhibit "H."

3.19 "Developer" means the persons or entities undertaking the development of the Development Site and the Park/Streetscape Improvements, as defined in the preamble to this Agreement, or any permitted successors, assigns, transferees, delegatees, or heirs thereof.

3.20 "Development Default Deadlines" shall mean those default deadlines set forth in Sections 42(b), (c), (d), and (e) of this Agreement.

3.21 "Development Dispute" shall mean any contention by Developer that City has unreasonably failed to approve or give its consent to any modifications to any Plans and Specifications pursuant to Sections 8, 9, and/or 11 of this Agreement, or any contention by City that Developer has not complied with its obligations or responsibilities set forth in those sections.

3.22 "Development Order" means any order granting, denying, or granting with conditions an application for a Development Permit.

3.23 "Development Site" shall mean the area described in Exhibit "F," including, after the Closing, the Developer's right, title, and interest in and to the City Parcel.

3.24 "Development Permit" shall have the meaning set forth in Section 163.3221(5), Florida Statutes (2018).

3.25 "Economic Force Majeure" means economic or political conditions or events that materially impair access to debt or equity markets by developers for development of projects similar to the Project or allow a committed debt or equity participant to terminate its debt or equity commitment, such as a temporary or long-term liquidity crisis or major recession, as well as disruptions in the normal functioning of the economy and/or related debt and equity capital markets, including extreme and/or prolonged recessionary conditions, sustained elevated levels of unemployment, sustained increased interest rates, sustained losses in valuations of equity, debt, real estate, hospitality and other markets, and severe limitations in the ability to raise liquidity and/or capital through those markets.

3.26 "Effective Date" is the date when the City records the executed Agreement in the Public Records of Miami-Dade County, as provided in Section 163.3239, Florida Statutes (2018), and Section 36 of this Agreement.

3.27 "Execution Date" is the date the last of the required Parties executes this Agreement.

3.28 "Final Approval" shall mean, with respect to the Project Zoning Approvals, the Park/Streetscape Zoning Approval, or any other Permits and Approvals for the Project or the Park/Streetscape Improvements, that such permit or approval has been finally approved by the

issuing governmental or regulatory body. With respect to the Project Zoning Approvals and the Park/Streetscape Zoning Approval, and any other discretionary Permit or Approval requiring a public hearing, it shall further mean that all appeal and limitations periods have expired, with no challenges or appeals having been made or with all challenges and appeals having been finally disposed of (by judgement, settlement or otherwise) to Developer's satisfaction. Notwithstanding anything to the contrary, Developer will be deemed to have accepted all conditions attaching to a particular Permit or Approval unless the Developer notifies the City in writing, no later than thirty (30) days after such Permit or Approval is finally approved, of its objections to any such conditions and intent to appeal or avail itself of other remedies. Upon delivery of such written notice, the Permit or Approval at issue shall not be deemed a "Final Approval" unless and until the offending condition is removed or the Developer waives its objections by written notice to the City.

3.29 "Force Majeure Events" include, without limitation, floods, storms, hurricanes, and other acts of God (including reasonable preparation therefor); war, terrorism, riots, civil commotion, fire, and other casualty; epidemics; quarantines; strikes, lockouts, labor disputes, and any inability to procure, or a general shortage of, labor, equipment, facilities, materials, or supplies in the open market; breakdown of transmission or other systems or facilities; the declaration of a state of emergency by the President of the United States or by the Governor of Florida that, in each case, includes Miami-Dade County, Broward County, and/or Palm Beach County; moratoria; the pendency of any Lawsuit (as defined below) and any unexpired appeal periods thereof at all levels of appeal; acts of the other Party; and all other causes and circumstances similar to the foregoing, but excluding Economic Force Majeure.

3.30 "Hold Harmless" shall mean the Hold Harmless Agreement, substantially in the form attached in Exhibit "I."

3.31 "Land Development Regulations" shall have the meaning set forth in Section 163.3221(8), Florida Statutes (2018) and shall also include, without limitation, the definition of "land development regulations" in Section 114-1 of the City Code.

3.32 "Laws" means all ordinances, resolutions, regulations, the Comprehensive Plan, Land Development Regulations, and rules adopted by a local government having jurisdiction affecting the development of land, specifically including the City's Comprehensive Plan and the City's Land Development Regulations.

3.33 "Material Modification" and words of similar import shall mean (i) any modification that reduces the total area of the Park/Streetscape Site from that shown on the Park/Streetscape Concept Plan or on any subsequently approved Plans and Specifications, as applicable; (ii) any modification that introduces uses at the Park/Streetscape Site that have not been previously approved by the City and are substantially incompatible with the Park/Streetscape Concept Plan or with any subsequently approved Plans and Specifications, as applicable; or (iii) any modification that substantially diminishes the physical quality of the landscaping and improvements shown on the Park/Streetscape Concept Plan or on any subsequently approved Plans and Specifications, as applicable. Any disagreement between the Parties as to whether a proposed modification is a Material Modification shall be resolved by expedited arbitration pursuant to Section 34 of this Agreement.

3.34 "Park/Streetscape Concept Plan" shall mean the plans, designs, and drawings, illustrating the proposed concept for the Park/Streetscape improvements, which approved plans are attached in Exhibit "J."

3.35 "Park/Streetscape Construction Commencement Date" shall mean the date on which Developer Commences Construction of the Park/Streetscape Improvements.

3.36 "Park/Streetscape Improvements" shall mean the improvements to be made to the Park/Streetscape Site as further described in accordance with this Agreement.

3.37 "Park/Streetscape Site" shall mean the property described in the Introduction and depicted in the Park/Streetscape Concept Plan, as the same may be modified by any subsequently approved Plans and Specifications.

3.38 "Permits and Approvals" shall mean the Project Zoning Approvals, the Park/Streetscape Zoning Approval, all Building Permits (including, without limitation, a "full building permit," as defined in the Land Development Regulations), and any other Development Orders, Development Permits, or other local, state, or federal permits or approvals required by applicable Laws or Requirements, for the Project or the Park/Streetscape Improvements, as applicable.

3.39 "Permitted Transferee" means any Affiliate of the Developer.

3.40 "Person" means any individual, firm, general or limited partnership, corporation, limited liability company, association, joint venture, estate, trust, unincorporated association, or other entity, and any fiduciary acting in such capacity on behalf of any of the foregoing.

3.41 "Phase" shall mean Phases 1 and 2 of the Park/Streetscape Improvements, as depicted on the Park/Streetscape Concept Plan or on any subsequently approved Plans and Specifications, as applicable.

3.42 "Plans and Specifications" shall mean the plans and specifications for the design, development, and construction of the Park/Streetscape Improvements, including fully detailed drawings showing the location, character, dimensions, details, and specifications of the work to be done, and comprising all of the written directions, provisions, and requirements for the Park/Streetscape Improvements, including detailed technical requirements as to labor, materials, supplies, equipment, and standards to which such work is to be performed, prepared by duly qualified, licensed and insured architects and engineers, in each case, consistent with the approved Park/Streetscape Concept Plan. As used in this Agreement, the "Plans and Specifications" include, without limitation, the Preliminary Plans and Specifications, the Final Plans and Specifications, the Permit Plans and Specifications, and any approved modifications thereto.

3.43 "Project" shall mean the development, design and construction of the Development Site (including, after the Closing, the Developer's right, title, and interest in and to the City Parcel) consistent with the City's Land Development Regulations for the Ocean Terrace Overlay District and the underlying CD-2 and MXE zoning districts, as the same may be amended from time to time, but subject to Section 28 of this Agreement.

3.44 "Recognized Mortgagee" shall mean any Affiliate Mortgagee, bank, savings and loan association, insurance company, an agency of the United States Government, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other lender generally recognized as an institutional lender, holding a mortgage, lien, or other

security interest on the Development Site or a portion thereof, and who has notified the City that it is a Recognized Mortgagee under this Agreement and has provided an address for notices.

3.45 "Requirements" shall mean any and all laws, constitutions, rules, regulations, orders, ordinances, charters, statutes, codes, executive orders and requirements of all governmental authorities having jurisdiction over a person, the Project, and/or the Park/Streetscape Site or any street, road, avenue or sidewalk comprising a part of, or lying in front of, the Park/Streetscape Site.

3.46 "Substantial Completion" and words of similar import shall mean, with respect to the Project or the Park/Streetscape Improvements, that such component has been completed in accordance with the Permit Plans and Specifications and the requirements of Section 14.2(a) through (d) have been satisfied, and such component is ready for occupancy, except for so-called "punch list" items (including, without limitation, adjustments to equipment, fixtures, landscaping, and similar items of work) that can be completed after occupancy has been taken without causing substantial interference with the use of such component.

3.47 "Vacation Resolution" means the City's Resolution No. _____, approving, with conditions, the vacation of the City Parcel.

## VACATION RESOLUTION

4. Initial Rights and Obligations of City and Developer. The following will constitute the initial rights and obligations of the Developer and City:

(a) Vacation Resolution for City Parcel. City acknowledges that Developer has submitted a complete application for the vacation of the City's beneficial and legal interest in the City Parcel, also known as portions of Ocean Terrace, 74th Street, and 75th Street. The City agrees to diligently process that application and to promptly schedule same for consideration by the City Commission and adoption of the Vacation Resolution, which shall be substantially in the form attached as Exhibit "K." The Parties recognize that this Agreement does not obligate the City Commission to adopt the Vacation Resolution, and that the City Commission retains the sole and absolute discretion, subject to applicable Laws and Requirements, whether to adopt, adopt with changes, or deny the Vacation Resolution.

(b) Failure to Adopt Vacation Resolution. In the event that the City Commission denies the application for the Vacation Resolution or approves it in a form or with any terms, conditions, or obligations inconsistent with this Agreement or that are otherwise unacceptable to Developer in its sole and absolute discretion, then within sixty (60) days of such denial or approval Developer shall, at its option, either: (i) notify the City of its intent to submit a revised application for the vacation of the City Parcel; or (ii) terminate this Agreement in accordance with Section 45 hereof.

## CLOSING

5. Closing. The Closing shall occur on a date set by Developer, at its election, with prior written notice to the City, but in no event later than ten (10) Business Days after the date on which Developer has obtained Final Approval of all Permits and Approvals to Commence Construction of the Park/Streetscape Improvements and Final Approval of the Project Zoning Approvals, subject to the termination provisions in Section 45 below. At the Closing, the Developer and City shall perform the following:

(a) The City, pursuant to and subject to the terms of the Vacation Resolution, will deliver a quit claim deed to Developer through which the City quit claims, remises, releases and transfers unto Developer and Developer's successors and assigns forever, all right, title, interest, claim and demand that City has in and to the City Parcel, subject to Developer's delivery of the Surety Bond and the City Parcel Easement (the "City Deed").

(b) Developer will, subject to City's delivery of the City Deed, deliver to City a quit claim deed through which the Developer quit claims, remises, releases and transfers unto City and City's successors and assigns forever, all right, title, interest, claim and demand that Developer has in and to the Reversionary Interest, but reserving the Reversionary Interest in the eastern thirty (30) feet of the Ocean Terrace right-of-way.

(c) Developer will grant to City the City Parcel Easement, in the form attached as Exhibit "L," and subject to Section 60.5 of this Agreement.

(d) Developer will deliver to City, at Developer's election, either:

i. A written tri-party agreement among Developer, the City and the lender providing a construction loan for the construction of the Park/Streetscape Improvements (the "Park Lender"), in form and substance reasonably acceptable to the City (the "Recognition Agreement"), pursuant to which the Park Lender agrees to (a) fund the then remaining cost to Substantially Complete the construction of the Park/Streetscape Improvements (the "Park Construction Amount") directly to the City in the event the Developer fails to Substantially Complete the Park/Streetscape Improvements in accordance with this Agreement and such failure continues uncured past applicable notice and cure periods, (b) fund the then remaining Park Construction Amount by way of monthly draws pursuant to the draw procedure set forth in the construction loan documents, and (c) fund such then remaining Park Construction Amount directly to the City pursuant to (a) and (b) above, notwithstanding that the Developer may be in default of its construction loan with the Park Lender. The right to draw funds under the Recognition Agreement (or Surety Bond, as applicable) shall be the City's sole and exclusive remedy for the Developer's failure to Substantially Complete the Park/Streetscape Improvements in accordance with this Agreement. If the City receives any funds under the Recognition Agreement, then all conditions precedent to the issuance of all certificates of occupancy and/or certificates of completion for the Project (whether in whole or in part) shall be deemed satisfied, and the Developer shall have the right to apply for, and the City shall have an obligation to issue (when and as required by the City Code), all such approvals, whether or not construction of the Park/Streetscape Improvements has been completed by the City; or

ii. A surety bond with a penal sum equivalent to the guaranteed maximum price set forth in the Construction Agreements for the then-remaining design and construction of the Park/Streetscape Improvements, plus City's estimated oversight/inspection costs, or, if the Developer has not executed the Construction Agreements as of the Closing, then with a penal sum equivalent to the City's estimate to complete the then-remaining work for the design and construction of the Park/Streetscape Improvements, but provided that in no event shall the penal sum for the surety bond exceed Fourteen Million Eight Hundred Thousand Dollars ($14,800,000.00), and naming the City as obligee, in a form reasonably acceptable to City, issued by a surety listed in the most recent United States Department of Treasury listing of approved sureties (the "Surety Bond"). The Surety Bond shall provide that, if Developer fails to Substantially Complete the Park/Streetscape Improvements in accordance with this Agreement and such failure continues uncured past applicable notice and cure periods, then, as the City's sole and exclusive remedy for such default (subject to City's exercise of its rights pursuant to Section

44(b)), the surety shall be liable to City for the City's actual, out-of-pocket expenses incurred in Substantially Completing the Park/Streetscape Improvements, up to a maximum aggregate liability of the penal sum. Developer shall have the right to reduce the penal sum of the Surety Bond on a monthly basis to reflect then-remaining cost of Substantially Completing the Park/Streetscape Improvements. The Surety Bond shall terminate immediately upon the Substantial Completion of the Park/Streetscape Improvements in accordance with this Agreement. If the City receives any funds from the surety pursuant to the Surety Bond, then all conditions precedent to the issuance of all certificates of occupancy and/or certificates of completion for the Project shall be deemed satisfied, and the Developer shall have the right to apply for, and the City shall have an obligation to issue (when and as required by the City Code), all such approvals, whether or not construction of the Park/Streetscape Improvements has been completed by the City.

(e) Developer will execute and record the Hold Harmless Agreement.

(f) The City and Developer shall execute the Covenant in Lieu of Unity of Title.

(g) Developer shall submit confirmatory evidence of an agreement between the Developer and the owner of the property located at 7401 Collins Avenue, with respect to any acquisition by Developer of any property rights pertaining to 7401 Collins Avenue in connection with the development of the Project, and any joinder to the Covenant in Lieu of Unity of Title or other Closing documents, as may be required to include the 4,380 sq. ft. right-of-way area abutting 7401 Collins Avenue as part of the unified development site for the Project. Developer shall, in accordance with the provisions of Section 56 of this Agreement, indemnify, defend and hold harmless the City from and against any and all Losses sustained by the City in connection with Developer's election to include property rights related to 7401 Collins Avenue as part of the Project.

(h) The City and Developer will execute and record a temporary construction and access easement agreement, substantially in the form of Exhibit "S" to this Agreement, through which the City grants Developer the right to access the Park/Streetscape Site for construction and installation of the Park/Streetscape Improvements and for staging and storage of construction vehicles, equipment, and materials related to the development and construction of the Project and the Park/Streetscape Improvements, including, without limitation, the rights specified in Sections 13.2(a) and 13.2(b) of this Agreement.

(i) Developer will deposit in escrow with Akerman LLP or with such other escrow agent selected by Developer in its reasonable discretion ("Escrow Agent") the sum of Fifty Thousand Dollars ($50,000.00) (the "Unwinding Funds"), to be paid to the City in accordance with Section 45 of this Agreement to cover any City Unwinding Expenses (defined in Section 45 below) in the event that the Developer terminates this Agreement for convenience following the Closing but prior to the Commencement of Construction of the Park/Streetscape Improvements (the "Unwinding Escrow").

## DESIGN AND DISCRETIONARY APPROVALS

6. City Cooperation.

(a) Developer acknowledges that until the Closing, the City will remain the owner of the City Parcel, and, therefore, applications for design review approval for the Park/Streetscape Improvements, or any other zoning application for any other development that

includes the City Parcel while the City is the owner, may lawfully be approved only with the City's joinder. The City, in its proprietary capacity, hereby covenants to cooperate with Developer and agrees to join and execute all applications and supporting documents as Developer may reasonably request of the City in connection with Developer's pursuit of any Permits and Approvals for the Project or the Park/Streetscape Improvements, so long as the same are not materially inconsistent with this Agreement. Notwithstanding the foregoing, the City may revoke such proprietary consent if the Developer terminates or is in material default of this Agreement, and, upon such revocation, the City may, in its governmental capacity, withhold issuance of any Permits and Approvals for the Project or the Park/Streetscape Improvements that require the City's proprietary consent for issuance. Furthermore, the Developer shall not commence vertical construction of the Project prior to the Closing.

7. Project Approvals.

(a) Developer shall be responsible for the development, design, permitting, and construction of the Project at Developer's sole cost and expense, except as provided in Section 23 below. Developer acknowledges that development of the Project will require design review approval by the City's Historic Preservation Board ("HPB") and, if applicable, conditional use approval by the Planning Board (collectively, the "Project Zoning Approvals").

(b) After the adoption of the Vacation Resolution, the Developer shall, at its sole cost and expense, diligently prepare applications requesting the Project Zoning Approvals (the "Project Zoning Applications"). The City shall join in such Project Zoning Applications as the owner of the City Parcel unless the development requested in such Project Zoning Applications is materially inconsistent with this Agreement.

(c) Upon the Developer filing the Project Zoning Applications, the City shall process those applications as expeditiously as possible and in accordance with the requirements of the City Code. The Developer acknowledges that review of the Project Zoning Applications by the City and its boards is quasi-judicial and that nothing in this Agreement obligates the City to approve those applications or limits the quasi-judicial authority of the City and its boards to impose conditions or take any action on the Project Zoning Applications as provided by the City Code. If the Project Zoning Application is denied by the City, or if it is approved by the City with any terms, conditions, or obligations not consistent with this Agreement or that are otherwise unacceptable to Developer in its sole and absolute discretion, then the Developer may elect to: (i) diligently prepare revised applications requesting the Project Zoning Approvals for a revised Project; (ii) exercise any rights of appeal or redress the Developer may have; or (iii) terminate this Agreement in accordance with Section 45 hereof.

8. Park/Streetscape Approvals.

(a) Developer shall be responsible for the development, design, permitting, and construction of the Park/Streetscape Improvements at Developer's sole cost and expense, except as provided in Section 23 below. The design of the Park/Streetscape Improvements shall be substantially in accordance with the design shown in the Park/Streetscape Concept Plan, except to the extent that changes thereto have been negotiated with, and approved, by City. Developer acknowledges that development of the Park/Streetscape Improvements, based on the Park/Streetscape Concept Plan, will require design review approval by the City's HPB (the "Park/Streetscape Zoning Approval"). Developer shall be solely responsible for obtaining the approval of the City's Historic Preservation Board, and, subject to applicable Laws and Requirements, the HPB shall have no duty or obligation to approve any particular design.

(b) After the adoption of the Vacation Resolution, the Developer shall diligently prepare an application seeking design review approval of the Park/Streetscape Improvements (the "Park/Streetscape Zoning Application"). Prior to submission of the Park/Streetscape Improvements design to the HPB, Developer shall submit to City (acting in its proprietary capacity as owner of the City Parcel) all of the preliminary Plans and Specifications for the Park/Streetscape Improvements, which shall include, but not be limited to, a detailed site plan, elevations, and landscape plan for the Park/Streetscape Improvements (the "Preliminary Plans and Specifications"), which shall be submitted to the City Manager for approval. At a minimum, the Preliminary Plans and Specifications shall be developed to ensure pedestrian and vehicle circulation and access, including, without limitation, the following:

i. The Preliminary Plans and Specifications shall address accessibility needs for elderly and/or disabled persons, and shall be designed to ensure that public access to the City's beaches is maintained.

ii. The Preliminary Plans and Specifications shall provide for a "reasonable flow" for ingress/egress of vehicles on 75th Street, with a proposed solution that may include either a drop-off loop or other turn-around at the east end of 75th Street, or any other similar proposed solution as may be approved by the City Manager at the City Manager's sole discretion, to ensure vehicular access to the 75th Street parking lot and/or access for drop-offs to the beach.

iii. The Preliminary Plans and Specifications shall provide for emergency vehicle access to the Park/Streetscape Site, as well as for buildings located in the vicinity of the Park/Streetscape Site, including vehicular drop-offs for elderly visitors to the UNIDAD building at 7251 Collins Avenue, and load-in/load-out needs for the North Beach Bandshell located at 7275 Collins Avenue.

iv. The Preliminary Plans and Specifications shall provide for ingress/egress for pedestrians and vehicles accessing the St. Tropez property located at 7330 Ocean Terrace ("St. Tropez"), and shall incorporate any comments as may be provided by the City Manager with respect to ingress/egress for the St. Tropez.

Notwithstanding any other provisions in this Agreement to the contrary, the portions of the Plans and Specifications for the Park/Streetscape Project relating to Subsections 8(b)(i) through 8(b)(iv) shall be subject to approval by the City Manager at the City Manager's sole discretion (or by the City Commission pursuant to Section 63).

(c) The City Manager shall review the Preliminary Plans and Specifications solely for general consistency with the Park/Streetscape Concept Plan and the requirements of this Agreement. The City Manager (or the City Commission pursuant to Section 63) will not withhold, delay, or condition the City's proprietary approval so long as the proposed Park/Streetscape Improvements substantially accord with the Park/Streetscape Concept Plan in all material respects, or contain only those material changes that were previously negotiated with, and approved, by City in its proprietary capacity. If the City Manager (or the City Commission pursuant to Section 63) disapproves the Preliminary Plans and Specifications, then Developer shall, at its election, either (x) submit the City's disapproval to expedited arbitration pursuant to Section 34 as to the reasonableness of the disapproval, or (y) submit a revised modification to

the Preliminary Plans and Specifications to meet the City's objections, which revised modification shall be submitted and reviewed as provided in Section 9. The Developer may not file, and the City may not join, the Park/Streetscape Zoning Application until the City Manager (or the City Commission pursuant to Section 63) has approved the design of the Park/Streetscape Improvements in its proprietary capacity.

(d) After the City Manager has approved the design of the Park/Streetscape Improvements in its proprietary capacity, the Developer shall diligently pursue the approval of the Park/Streetscape Zoning Application through the issuance of an HPB Order (the "Park/Streetscape Zoning Approval"). Although the Project Zoning Applications will be separate applications from the Park/Streetscape Zoning Application, it is the express intent of the Parties that the Project Zoning Applications and the Park/Streetscape Zoning Application will all be scheduled before and heard by the HPB on and at the same meeting date. Developer will endeavor to have the Park/Streetscape Zoning Application and the Project Zoning Applications heard by HPB within twelve (12) months following the Effective Date of this Agreement, but the failure to do so will not be deemed an Event of Default.

(e) Developer acknowledges that review of the Park/Streetscape Zoning Application by the City and its boards is quasi-judicial, and that nothing in this Agreement obligates the City to approve that application or limits the quasi-judicial authority of the City and its boards to impose conditions or take any action on the Park/Streetscape Zoning Application as provided by the City Code. If the Park/Streetscape Zoning Application is denied by the City, or if it is approved by the City with any terms, conditions, or obligations not consistent with this Agreement or that are otherwise unacceptable to Developer in its sole and absolute discretion, then the Developer may elect to: (i) diligently prepare revised applications requesting the Park/Streetscape Improvements Zoning Approval for revised Park/Streetscape Improvements after proprietary approval by the City Manager as set forth above; (ii) exercise any rights of appeal or redress the Developer may have; or (iii) terminate this Agreement in accordance with Section 45.

(f) Upon receipt of the HPB's approval of the Park/Streetscape Improvements, Developer shall prepare plans and specifications for construction of the Park/Streetscape Improvements, consistent with the Preliminary Plans and Specifications, as approved by the HPB, if applicable, for confirmatory review by the City Manager (the "Final Plans and Specifications"). Developer shall pursue approval by the City Manager of the Final Plans and Specifications diligently and in good faith. The Final Plans and Specifications shall be reviewed by the City Manager for substantial consistency with the Preliminary Plans and Specifications as the same have been modified by the HPB, if applicable. If the City Manager (or the City Commission pursuant to Section 63) disapproves the Final Plans and Specifications, then Developer shall, at its election, either (x) submit the City Manager's disapproval to expedited arbitration pursuant to Section 34 as to the reasonableness of the disapproval, or (y) submit a revised modification to the Final Plans and Specifications to meet the City Manager's objections, which revised modification shall be submitted and reviewed as provided in Section 9. Nothing in this paragraph shall obligate the City to accept Final Plans and Specifications that are inconsistent with the Preliminary Plans and Specifications except for those inconsistencies that are necessitated by the Park/Streetscape Improvements Zoning Approval or by the Requirements.

9. Park/Streetscape Plan Material Modifications.

(a) If Developer desires to implement Material Modifications to previously approved Plans and Specifications, Developer shall submit any such modified Plans and Specifications to the City Manager for approval in the City's proprietary capacity. Such modified

Plans and Specifications shall clearly indicate, by “ballooning”, highlighting, blacklining or describing in writing in sufficient detail in a memorandum accompanying such modified Plans and Specifications, all such proposed Material Modifications to the Plans and Specifications. Promptly after its receipt of the proposed Material Modifications, the City Manager shall notify Developer in writing, with specificity of any Material Modifications of which City disapproves, it being agreed, however, that the City Manager’s failure to notify Developer of its disapproval within fifteen (15) Business Days of its receipt of the proposed Material Modifications shall be deemed to constitute City’s conclusive approval of such modified Plans and Specifications. Notwithstanding anything to the contrary, City shall not unreasonably withhold, condition, or delay the City's approval of any modifications to the Plans and Specifications that, regardless of materiality, are necessitated by Requirements or as a result of a drafting, coordination, mechanical or technical error in the Plans and Specifications, and all such modifications shall be deemed approved by the City in its proprietary capacity.

(b) If the City Manager (or the City Commission pursuant to Section 63) disapproves any proposed Material Modifications to the Plans and Specifications, then Developer shall submit revised Plans and Specifications or a revised modification to the Plans and Specifications to meet the City Manager’s objections, which revised Plans and Specifications or revised modification shall be reviewed as provided in Section 9(a), as applicable.

## BUILDING PERMITS

10. City Joinder. The Developer acknowledges that until the Closing, no application for a Building Permit for the Project or the Park/Streetscape Improvements may lawfully be approved (and no Building Permit may be issued) without the City’s joinder to such application while the City is the owner of the City Parcel. The City agrees, upon Developer's request, to join any application for a Building Permit for the Project and/or Park/Streetscape Improvements, and any application for a Covenant in Lieu of Unity of Title, so long as the same are not materially inconsistent with this Agreement, but a Building Permit for the Park/Streetscape Improvements shall not issue until the Closing, and a Building Permit for the Project shall not issue until the City has issued a Building Permit for the Park/Streetscape Improvements. Notwithstanding the foregoing, the City may revoke such proprietary consent if the Developer terminates or is in material default of this Agreement, and, upon such revocation, the City may, in its governmental capacity, withhold issuance of any Building Permits for the Project or the Park/Streetscape Improvements that require the City's proprietary consent for issuance.

11. Prerequisites to Park/Streetscape Building Permit. Prior to submitting an application for a Building Permit for the Park/Streetscape Improvements, Developer shall prepare and submit to City (acting in its proprietary capacity as owner of the City Parcel), for confirmatory review and approval by the City Manager, the Plans and Specifications intended to be used to obtain the required Building Permit (the "Permit Plans and Specifications"). If such submitted Permit Plans and Specifications contain Material Modifications to the Final Plans and Specifications approved by the City Manager following HPB approval in accordance with Section 8(f) above (or any more recently modified Plans and Specifications approved in accordance with Section 9(a) above), then such Permit Plans and Specifications shall clearly indicate, by “ballooning”, highlighting, blacklining or describing in writing in sufficient detail in a memorandum accompanying such Permit Plans and Specifications, all such Material Modifications. Promptly after its receipt of such Permit Plans and Specifications, the City Manager shall notify Developer, in writing, describing, with specificity, the basis for such disapproval of any Material Modifications of which the City Manager disapproves. Further, whenever Developer advises the City Manager in writing, and the City Manager agrees with Developer in writing, that the Permit Plans and

Specifications, as approved as herein provided above, are complete and sufficient and suitable to construct, furnish and equip the entire Park/Streetscape Improvements in accordance with the provisions of this Agreement, such written agreement shall be deemed to constitute City's conclusive approval of all modifications and inconsistencies, whether or not the modifications are highlighted, in such Permit Plans and Specifications. Notwithstanding anything to the contrary, City shall not object to any modifications to any Plans and Specifications (i) that are not Material Modifications, or (ii) that, regardless of materiality, are necessitated by Requirements or as a result of a drafting, coordination, mechanical or technical error in the Plans and Specifications, and all such modifications shall be deemed approved by the City in its proprietary capacity.

## CONSTRUCTION OF PARK/STREETSCAPE IMPROVEMENTS

12. Conditions Precedent to Developer's Commencement of Construction of the Park/Streetscape Improvements.

12.1 Developer shall not Commence Construction of the Park/Streetscape Improvements or any Phase thereof unless and until:

i. the Closing shall have occurred;

ii. Developer shall have obtained and delivered to City's Consultant copies of all Permits and Approvals required to Commence Construction of the Park/Streetscape Improvements;

iii. Developer shall have delivered to City original certificates of the policies of insurance required to be carried pursuant to the provisions of Exhibit "N" to this Agreement;

iv. Contractor shall have furnished to City the Payment Bond and Performance Bond required by Section 12.3;

v. City Manager shall have approved the Permit Plans and Specifications, as provided in Section 11;

vi. Developer shall have delivered to the City a duly executed original Assignment of Construction Agreements for the Park/Streetscape Improvements, and a duly executed original Assignment of Plans, Permits and Approvals for the Park/Streetscape Improvements; and

vii. Contractor shall have submitted to Developer and City a construction schedule as provided in Section 19.2;

provided, however, if Developer chooses to perform any construction of the Park/Streetscape Improvements on a "fast track" basis (other than pursuant to the Phases approved herein), Developer may request the necessary approval of the City Manager in stages and perform that portion of the construction work which has been approved by the City Manager at the City Manager's reasonable discretion (provided Developer shall comply with all of the requirements of Section 12.1 above, and all other applicable requirements with respect to such portion of the construction work), even if progress plans and specifications for other portions of the construction work have not yet been prepared.

12.2 In addition to the City's cooperation obligations set forth elsewhere in this Agreement, the City (solely in its capacity as the owner of the City Parcel and not in its governmental capacity) hereby covenants to fully cooperate with Developer (at no cost to the City) in obtaining any and all Permits and Approvals required for the Project and the Park/Streetscape Improvements, and any necessary utility access agreements, including, without limitation, by signing all applications reasonably made by Developer that are required to obtain such Permits and Approvals and utility access agreements. In addition, the City shall provide Developer with any information and/or documentation not otherwise reasonably available to Developer (if available to City) which is necessary to procure such Permits and Approvals and utility access agreements. Any such accommodation by City shall be without prejudice to, and shall not constitute a waiver of, City's rights to exercise its discretion in connection with its governmental functions. Developer shall reimburse City, within thirty (30) Business Days after City's written demand, for all actual, documented out-of-pocket cost and expenses paid by the City to the City's outside technical consultants (other than City's Consultant and City's employees), such as architects and engineers, in connection with City's assistance in obtaining any such Permits and Approvals and utility access agreements; provided, however, that any reimbursable cost or expense exceeding One Thousand Dollars ($1,000.00) individually, and all reimbursable costs or expenses exceeding Five Thousand Dollars ($5,000.00) in the aggregate for any discrete task or component, shall require the Developer's prior written approval. The City's failure to obtain Developer's prior written approval shall relieve Developer of any obligation to reimburse the City for such unapproved costs or expenses. In addition, the City hereby agrees to furnish Developer, on or by the fifth (5th) Business Day of each month, with a monthly financial report detailing, with specificity, expenditures by the City Consultant for the immediately preceding month. Developer shall have the right to audit all City Consultant expenditures from time to time.

12.3 Prior to Commencement of Construction of the Park/Streetscape Improvements, Developer shall cause the Contractor to furnish to City a payment bond ("Payment Bond") and performance bond ("Performance Bond") naming the City and Developer as co-obligees, substantially in the form attached as Exhibit "M" hereto (with any modifications approved in advance by the City), issued by a surety satisfying the bonding requirements set forth in Exhibit "N" attached hereto, guaranteeing the performance of the Contractor under that certain guaranteed maximum price contract for the construction of the Park/Streetscape Improvements. If the Contractor fails to complete the construction of the Park/Streetscape Improvements as required by this Agreement, the City may make demand upon the Surety to perform its obligations under the Payment Bond and Performance Bond, including completion of the work; or (ii) in the alternative and provided that same does not render the Payment Bond and Performance Bonds void or otherwise voidable by the Surety, the City may take over and complete the work, or any portion thereof, by its own devices, by entering into a new contract or contracts for the completion of the work, or using such other methods as in the City's reasonable opinion shall be required for the proper completion of the work, including succeeding to the rights of the Developer and/or Contractor. Subject to the terms and conditions of the Payment Bond and the Performance Bond, as applicable, the City may also charge against the Performance Bond and Payment Bond all fees and expenses for services incidental to ascertaining and collecting losses under the Performance Bond and Payment Bond including, without limitation, accounting, engineering, and legal fees, together with any and all costs incurred in connection with renegotiation of the Agreement. The Contractor shall have the right to reduce the face value of the Payment Bond and Performance Bond on a calendar quarter basis as construction of the Park/Streetscape Improvements progresses to reflect then-remaining costs of Substantially Completing the Park/Streetscape Improvements.

13. Commencement of Construction of the Park/Streetscape Improvements.

13.1 Developer shall at its expense (a) Commence Construction of Phase 1 of the Park/Streetscape Improvements no later than ninety (90) Business Days after Developer obtains (i) Final Approval of the Project Zoning Approvals, or (ii) Final Approval of all Permits and Approvals for the Park/Streetscape Improvements, whichever occurs last, and (b) thereafter continue to prosecute construction of the Park/Streetscape Improvements with reasonable good faith diligence and continuity to completion. In the event the 74th Street design feature depicted in the Park/Streetscape Concept Plan is approved by the HPB and is approved as part of the Final Plans and Specifications, such design feature shall be completed as part of Phase 1 of the Park/Streetscape Improvements.

13.2 During the construction of the Project and the Park/Streetscape Improvements, the City shall provide the following construction staging, storage, use and construction parking accommodations to the Developer and the Contractor at no cost or expense to the Developer or the Contractor:

(a) During construction of the Park/Streetscape Improvements, the Developer and its contractors will have the right to use the areas within Phases 1 and 2 of the Park/Streetscape Improvements as staging areas and lay-down yards in connection with the construction of the Park/Streetscape Improvements.

(b) During construction of the Project, the Developer and its contractors will have the right to use the area within Phase 2 of the Park/Streetscape Improvements as staging areas and lay-down yards in connection with the construction of the Project.

(c) The City will budget and appropriate, from the General Fund, the amounts necessary to pay the Parking Department for up to 100 monthly parking passes at the then-prevailing standard rates, for use by the Developer and its contractors, during construction of the Park/Streetscape Improvements and the Project or any phase or portion thereof, up to the aggregate not-to-exceed amount of Three Hundred Thousand Dollars ($300,000.00) (the "Not-to-Exceed Amount"). Once the Not-to-Exceed Amount has been expended, Developer shall be solely responsible for making appropriate parking arrangements for its employees, contractors and their respective employees. Developer and its contractors may use such monthly parking passes at the following City-owned parking lots, provided such parking lots are then being operated as municipal parking lots:

i. Collins Avenue and 75th Street (Lot 106). A maximum of 25 Developer/contractor parking spaces may be utilized at this location at any time, with the remainder of the lot to be made available for parking for the general public. No Developer/contractor parking may occur on this lot on weekends or legal holidays.

ii. 299 72nd Street (Lot 92). Parking will be made available until such time as the City commences construction of a City parking garage at this location. No limitation on the number of Developer/contract parking spaces that may be used at this lot and no restrictions on weekend or holiday use; however, the City's parking director retains discretion to limit Developer/contractor parking on this lot to not less than 25 parking spaces at any given time if he/she determines, based

on documented parking counts and other objective data, that such limitation is necessary to satisfy public parking demand on the lot.

iii. 8040 Collins Avenue (Lot 108). No limitation on the number of Developer/contract parking spaces that may be used at this lot and no restrictions on weekend or holiday use, except as necessary to accommodate valet use as provided in Section 13.3 of this Agreement.

iv. 8300 Collins Avenue (Lot 109). No limitation on the number of Developer/contract parking spaces that may be used at this lot and no restrictions on weekend or holiday use.

v. Others. Such additional City lots in the general vicinity of the Development Site as the City may designate from time to time, with such limitations and restrictions, if any, as agreed to by the City and Developer.

13.3 City, through its valet concessionaire, will operate the Collins Avenue and 75th Street parking lot (Lot 106) and the 8040 Collins Avenue parking lot (Lot 108) for valet purposes on Saturdays, Sundays, and legal holidays or as otherwise agreed to by the Developer and the City, commencing upon the Commencement of Construction of Phase 1 of the Park/Streetscape Improvements, and will establish and maintain discounted pricing for City residents comparable to the differential pricing in favor of City residents at other City-owned parking lots. Developer agrees to reimburse the City for 75% of the actual, documented, out-of-pocket losses, if any, sustained by the City for such valet operations at Lots 106 and 108, up to a maximum of One Hundred Thousand Dollars ($100,000.00) in the aggregate, until the later of (i) Substantial Completion of Phase 1 of the Park/Streetscape Improvements, or (ii) 4 years following the Effective Date of this Agreement.

13.4 In addition, if the City adopts a suitable amendment to the City Code that permits the construction of a temporary gravel or stone parking lot on one or more of the vacant North Beach "West Lots," and exempts such temporary parking lot from compliance with the temporary parking lot standards of Section 130-70 of the City Code, then the Developer will, at its sole cost or expense, construct such gravel or stone parking lot with chain-link perimeter construction fencing for use as overflow valet parking and as temporary construction parking for the Project and the Park/Streetscape Improvements in support of the parking arrangements contemplated by Sections 13.2(c) and 13.3 of this Agreement.

13.5 During the construction of the Park/Streetscape improvements, Developer shall sequence its work to ensure that at least one continuous beachwalk path is maintained running north and south through the Park/Streetscape Site, for the benefit of the general public. Notwithstanding the foregoing, the Developer may (with prior approval from the City Manager) close the beachwalk access for periods not to exceed ten (10) consecutive calendar days at any given time, at the City Manager's reasonable discretion, for the purpose of accommodating unusual construction activities that may require such closure.

14. Substantial Completion of Construction of the Park/Streetscape Improvements.

14.1 Developer shall Substantially Complete the construction of the Park/Streetscape Improvements in Phases in accordance with the construction schedule set forth

in Section 42 of this Agreement. Substantial Completion of the Park/Streetscape Improvements shall be accomplished in a diligent manner, and final completion of the Construction of the Park/Streetscape Improvements, including but not limited to completion of all punch-list items, shall be accomplished in a diligent manner thereafter, in each case in a good and worker like manner, in substantial accordance with the Plans and Specifications (with no Material Modifications except as expressly permitted herein), in accordance with all applicable Requirements and, except as provided in Section 23, at Developer's sole cost and expense.

14.2 Upon Substantial Completion of the Park/Streetscape Improvements or any Phase thereof, Developer shall furnish City with the following:

(a) certification of the architect (certified to City on the standard AIA certification form) that it has examined the Plans and Specifications and that, in its professional judgment, after diligent inquiry, the Park/Streetscape Improvements (or the relevant Phase thereof, as applicable) have been Substantially Completed in accordance with the Plans and Specifications applicable thereto and, as constructed, the Park/Streetscape Improvements comply with all applicable construction Requirements;

(b) if Requirements require the same, a copy or copies of the temporary certificates of occupancy and/or certificates of completion for the Park/Streetscape Improvements (or the relevant Phase thereof, as applicable) issued by the City of Miami Beach Building Department;

(c) lien waivers in form and substance reasonably satisfactory to City from the Contractor and any other contractor, subcontractor, supplier or materialman retained by Developer in connection with the construction of the Park/Streetscape Improvements, evidencing that such persons have been paid in full for all work performed or materials supplied in connection with the construction of the Park/Streetscape Improvements; and

(d) a complete set of "as built" plans and a survey showing the Park/Streetscape Improvements (or the relevant Phase thereof, as applicable) as Substantial Completed. City shall have an unrestricted license to use such "as built" plans and survey for any purpose related to the Park/Streetscape Site without paying any additional cost or compensation therefor, subject to copyright and similar rights of the architect to prohibit use of designs for purposes unrelated to the Park/Streetscape Site, as such rights exist in law or may appear in the architect's contract, and subject to applicable public records laws. The foregoing requirement with respect to "as built" plans shall be satisfied by Developer furnishing to City, at Developer's expense, a complete set of Plans and Specifications, with all addenda thereto and change orders in respect thereof, marked to show all changes, additions, deletions and selections made during the course of the construction of the Park/Streetscape Improvements up to Substantial Completion.

14.3 Upon Developer's delivery to City of items 14.2(a) through (d) above, the Park/Streetscape Improvements shall be deemed to be Substantially Complete and City shall be deemed to have accepted the Park/Streetscape Improvements in their then condition.

15. Not Used.

16. Compliance with Requirements; Construction Standards

16.1 Notwithstanding anything to the contrary contained herein, the Plans and Specifications shall comply with all applicable Requirements. It is Developer's responsibility to assure such compliance. City's approval in accordance with this Section 16 of any Plans and Specifications shall be deemed to be a determination by City that the Plans and Specifications so approved are in substantial conformity with this Agreement, but shall not be, and shall not be construed as being, or relied upon as, a determination that such Plans and Specifications comply with other applicable Requirements, including, without limitation, any Requirements providing for the review and approval of the Plans and Specifications by any governmental authority (in its governmental capacity as opposed to its proprietary capacity).

16.2 In connection with any work related to the construction of the Park/Streetscape Improvements, Developer shall comply promptly with all Requirements. No consent to, approval of or acquiescence in any plans or actions of Developer by City, in its proprietary capacity, or City's designee shall be relied upon or construed as being a determination that such are in compliance with the Requirements, or, in the case of construction plans, are structurally sufficient, prudent or in compliance with the Requirements. Failure of this Agreement to address a particular governmental or regulatory permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the Laws governing said permitting requirements, conditions, term or restriction.

17. Not Used.

## CITY PARTICIPATION

18. City's Right to Use Field Personnel. City reserves the right, at its sole cost and expense, to maintain on site-representative(s) at the Park/Streetscape Site to observe the progress of the construction of the Park/Streetscape Improvements (provided, however, that City shall be entitled to maintain additional on-site representatives from time to time to the extent reasonably necessary to perform such progress reviews), and Developer agrees to provide access to the Park/Streetscape Site for such limited purpose, including, without limitation, access to the preparation work and work in progress wherever located. No such progress review by the City's on-site representative(s) shall impose upon City responsibility or liability for any failure by Developer to observe any Requirements or safety practices in connection with such construction work, or constitute an acceptance of any work which does not comply with the provisions of this Agreement, and no such progress review shall constitute an assumption by City of any responsibility or liability for the performance of Developer's obligations hereunder, nor any liability arising from the improper performance thereof. The City's on-site representative(s) shall not interfere with any construction work being performed at the Park/Streetscape Site, shall comply with all safety standards and other job-site rules and regulations of Developer, and shall make entry upon the Park/Streetscape Site in its "as-is" condition, with all faults, whether latent or apparent. The City's on-site representative(s) will observe the progress of the construction of the Park/Streetscape Improvements only. Further, the City shall designate, by written notice to Developer, one on-site representative as the City's principal representative (such individual, the "City's Consultant"). The City's Consultant shall serve as Developer's direct point of contact with the City for construction matters regarding the Park/Streetscape Improvements and shall be responsible for coordinating all progress reviews by the City's other representative(s) with Developer under this Section 18 and gathering and submitting to Developer all comments provided by such other representative(s). The City's on-site representative(s) shall communicate only with the City's Consultant and shall make only such communications as are reasonably

necessary to enable the City's on-site representative to conduct its investigations under this Section 18. In no event shall the City's Consultant or the other on-site representative(s) give directions to Developer, to the Developer's representative, or to any member of the Developer's construction team. Developer shall endeavor to provide a reasonable work area for use by the City's Consultant and on-site representative(s) during such progress reviews as is customarily provided at similar construction sites for such purposes. All expenses incurred by City's Consultant and on-site representative(s) shall be paid by City.

19. City's Right to Notice, Access and Review.

19.1 Developer acknowledges that City has appointed the City's Consultant as the City's consultant in connection with the construction of the Park/Streetscape Improvements in accordance with the terms of this Agreement. In connection therewith, Developer agrees to cooperate with the reasonable requests of the City's Consultant. In furtherance thereof, Developer agrees that the City's Consultant, and its authorized representatives, shall have such rights of notice, access and review with respect to the Park/Streetscape Improvements and the Construction Agreements as is reasonably necessary to achieve the foregoing (including, but not limited to verifying on City's behalf that the construction of the Park/Streetscape Improvements is being conducted in accordance with the terms hereof), including, without limitation, the following:

(a) the opportunity for attendance by the City's Consultant at regularly scheduled construction work status meetings between the Developer and the Contractor (which Developer will endeavor to have scheduled not less frequently than once each month following Commencement of Construction until Substantial Completion of the Park/Streetscape Improvements) and at any special meetings which Developer deems necessary in its reasonable discretion as to change orders, delays and other material issues concerning the Park/Streetscape Improvements;

(b) the inspection by the City's Consultant of all construction work (in accordance with the provisions of Section 18);

(c) the opportunity for attendance by the City's Consultant at the design presentations given to Developer for the Park/Streetscape Improvements;

(d) upon the City's prior written request, the delivery by Developer to the City's Consultant of a copy of:

(i) the executed contract between Developer and the Contractor for the Park/Streetscape Improvements;

(ii) the Plans and Specifications (and modifications thereto, with such modifications being clearly indicated, by "ballooning", highlighting, or blacklining on the Plans and Specifications or describing in writing in sufficient detail in a memorandum accompanying such modified Plans and Specifications to be provided following Substantial Completion of the Park/Streetscape Improvements), working and other drawings, renderings, blueprints, specifications, layouts and change orders; and

(iii) all insurance certificates required by Exhibit "N" of this Agreement.

To the extent the exercise of the City's rights hereunder requires the opportunity for review of any documents or the opportunity for participation in any meetings, as determined by Developer in its reasonable discretion, Developer agrees, without request therefor by City, to promptly provide copies of such documents or notice of such meetings to City and the City's Consultant, as applicable, after receipt of the same by Developer and reasonably in advance of any meetings to allow for appropriate travel arrangements to the extent practical under the circumstances. If City's Consultant is not in attendance, the meeting will proceed and, upon the City's prior written request, Developer will provide City's Consultant with minutes of the meeting. The City's Consultant shall not interfere with any construction work being performed at the Park/Streetscape Site and shall comply with all safety standards and other job-site rules and regulations of Developer and shall make entry upon the site in its as-is condition, with all faults, whether latent or apparent. The City shall require the City's Consultant to maintain, at no cost to the Developer, commercial general liability insurance naming the City and the Developer as additional insureds.

19.2 Prior to the Commencement of Construction of the Park/Streetscape Improvements, Developer shall provide to City a construction schedule for each Phase of the Park/Streetscape Improvements, which schedule shall be prepared using the critical path method ("CPM"); such schedule, as it shall be amended from time to time in accordance with the Construction Agreements, shall be referred to as the "CPM Schedule"), including a CPM network diagram, for use in scheduling and controlling the construction of the Park/Streetscape Improvements. Developer shall, upon the City's prior written request, promptly provide to the City's Consultant information copies of the CPM Schedule. The CPM Schedule shall (1) be revised by Developer whenever there is a material variance in the progress of the construction of the Park/Streetscape Improvements from the then-current CPM Schedule and otherwise at appropriate intervals, but no more frequently than monthly unless Developer elects, in its sole discretion, to undertake more frequent updates; and (2) provide for expeditious and practicable execution of the construction of the Park/Streetscape Improvements. Developer shall promptly inform the City's Consultant of any deviation from the CPM Schedule which, in Developer's good-faith determination, is likely to cause a material delay in the Substantial Completion of the Park/Streetscape Improvements (as shown on the current CPM Schedule).

20. Not Used.

21. Construction Agreements; Required Clauses.

21.1 All Construction Agreements which provide for the performance of labor for the construction of the Park/Streetscape Improvements shall, to the extent applicable to the scope of work governed by such Construction Agreement, include the following provisions (or language substantially similar thereto which is approved in advance by City); provided, however, that any Construction Agreement having aggregate payments of Five Hundred Thousand Dollars ($500,000.00) or less shall not be required to include the provisions set forth in paragraph (i) below:

(a) "Contractor shall provide, prior to the commencement of its portion of the work, and maintain during the performance thereof, the insurance set forth on Exhibit "N" attached hereto and incorporated by reference herein. Such Contractor shall procure an appropriate clause in, or endorsement on, any policy of insurance carried by it pursuant to which the insurance company waives subrogation or consents to a waiver of right of recovery consistent with the release, discharge, exoneration and covenants not to sue contained herein. Original certificates of insurance shall name the City of Miami Beach, Florida (and any successor City), as additional insureds (the "Certificate of Insurance"), and shall be furnished to Developer by the

Contractor prior to Commencement of Construction of the Park/Streetscape Improvements, denoting all insurance required of the Contractor pursuant to the terms of the contract. The Contractor shall secure an original Certificate of Insurance from each of its sub-contractors with limits of liability appropriate to such sub-contractor's scope of work";

(b) "Contractor hereby waives all rights of recovery, claims, actions or causes of action against the City of Miami Beach, Florida (and any successor City), and their respective elected and appointed officials (including, without limitation, the City's Mayor and City Commissioners), directors, officials, officers, shareholders, members, employees, successors, assigns, agents, contractors, subcontractors, experts, licensees, lessees, mortgagees, trustees, partners, principals, invitees and affiliates, for any loss or damage to property of Contractor which may occur at any time in connection with the Park/Streetscape Improvements, except to the extent arising out of or related to the gross negligence or willful misconduct of the City, the City's Consultant, the City's officers, directors, officials, employees, contractors, or agents, and/or any of the City Indemnified Parties.";

(c) "To the fullest extent permitted by law, Contractor shall and does hereby indemnify and hold harmless the City of Miami Beach, Florida, and its respective officers and employees, from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement. Notwithstanding anything to the contrary, Contractor shall not be required to indemnify, defend or hold the City of Miami Beach, Florida or any of its respective officers and employees from liabilities, damages, losses or costs to the extent caused by the acts, omissions, negligence of the City of Miami Beach, Florida or any of its officers or employees. The indemnification obligations set forth in this Section 14 shall survive the termination and/or expiration of this Agreement."

(d) "Developer shall have the right to assign to City, subject and subordinate to the rights of Lender, the Construction Agreement and Developer's rights thereunder, at the City's request, without the consent of the Contractor, and (2) that without the necessity of such assignment and without thereby assuming any of the obligations of Developer under the Construction Agreement occurring prior to such assignment and/or purchase order, except for Developer's payment obligations, City shall have the right to enforce the full and prompt performance by the Contractor of such Contractor's obligations under the Construction Agreement; and (3) the City is a third party beneficiary of the Construction Agreement";

(e) "Contractor agrees to comply with all laws and requirements applicable to Contractor and the Park/Streetscape Improvements";

(f) "Upon an Event of Default by Developer resulting in a termination of that certain Agreement between Developer and City, dated as of _____, 20_____, pursuant to which _____, Contractor shall, at the option of the City of Miami Beach, Florida, subject and subordinate to the rights of Lender, be terminated or Contractor will honor this agreement as if this agreement had been originally entered into with the City of Miami Beach, Florida.";

(g) "Nothing contained in this contract is in any way intended to be a waiver of the prohibition on Contractor's ability to file liens against property of the City of Miami

Beach, Florida, or of any other constitutional, statutory, common law or other protections afforded to public bodies or governments.";

(h) "Upon an Event of Default by Developer resulting in a termination of that certain Agreement between Developer and City, dated as of _____, 2019, pursuant to which _____, all covenants, representations, guarantees and warranties of Contractor hereunder shall be, subject and subordinate to the rights of Lender, deemed to be made for the benefit of the City of Miami Beach, Florida, (and the City of Miami Beach, Florida, shall be deemed to be a third party beneficiary hereof) and shall be, subject and subordinate to the rights of Lender, enforceable by the City of Miami Beach, Florida.";

(i) "Unless and until the City of Miami Beach, Florida, expressly assumes the obligations of Developer under this contract (and then only to the extent the same arise from and after such assumption), the City of Miami Beach, Florida, shall not be a party to this contract and will in no way be responsible to any party for any claims of any nature whatsoever arising or which may arise in connection with such contract."; and

(j) "Contractor hereby agrees that notwithstanding that Contractor performed work at the Park/Streetscape Site or any part thereof, the City of Miami Beach, Florida shall not be liable in any manner for payment or otherwise to Contractor in connection with the work performed at the Park/Streetscape Site, except to the extent the City of Miami Beach, Florida, expressly assumes the obligations of Developer hereunder (and then only to the extent such obligations arise from and after such assumption)."

(k) "Contractor warrants that all materials and equipment included in the work will be new except where indicated otherwise in Permit Plans and Specifications or the Construction Agreement (collectively, the "Contract Documents"), and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents, and that such work will provide proper and continuous service under all conditions of service required by, specified in, or which may be reasonably inferred from the Contract Documents. With respect to the same work, Contractor further agrees to correct all work found by Developer or the City of Miami Beach, Florida to be defective in material and workmanship or not in conformance with the Contract Documents for a period of one year from Substantial Completion of the work or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Contract Documents, as well as any damage to the work resulting from defective design, materials, equipment, or workmanship which develop during construction or during the applicable warranty period. Contractor shall collect and deliver to Developer and the City of Miami Beach, Florida any specific written warranties given by subcontractors or others as required by the Contract Documents (and such warranties shall be in addition to, and not substitutes for, those warranties mandated to be obtained pursuant to the Contract Documents). All such warranties shall commence upon Substantial Completion or such other dates as provided for in the Contract Documents, or unless the warranted work is not completed or has been rejected, in which case the warranty for the work shall commence on the completion or acceptance of the work."

22. Not Used.

23. Fees.

23.1 City Fees. The Parties acknowledge that the Project and the Park/Streetscape Improvements may require payment of certain fees, which include, without limitation, application fees, notice fees, development review fees, building permit fees, inspection, certification, impact, concurrency, transportation/mobility and connection fees, and other fees that the City may levy under applicable Laws (including, without limitation, water and sewer fees and all fees relating to HPB, Design Review Board, and/or Planning Board reviews), as well as those fees, to the extent applicable, listed in the most current edition of the City of Miami Beach Building Department Fee Schedule adopted by the City, which fee schedule is hereby incorporated by reference and made a part of this Agreement (collectively, the "City Fees"). The Parties further acknowledge that, under the current City Code, the application fees for the Project Zoning Applications and the Park/Streetscape Zoning Application total a maximum of $80,000. Developer shall remain responsible for the City Fees notwithstanding any and all modifications or changes in price structure as imposed by the City. The Parties assume payment responsibility as follows:

(a) Zoning Application Fees. In consideration for the Developer's commitment to complete the Park/Streetscapes Improvements and in recognition of Developer's prior payment of $206,835.00 (as per invoice number 00091435) for application fees in connection with the Project Zoning Applications, the City assumes payment responsibility for the up to $80,000.00 in application fees required for the Project Zoning Applications and the Park/Streetscape Zoning Application. The City shall accept the Developer's filing of the Project Zoning Applications and the Park/Streetscape Zoning Application without requiring payment of any application fees from Developer and shall diligently process the same pursuant to the requirements of the City Code through Final Approval of the Project Zoning Approvals and the Park/Streetscape Zoning Approval.

(b) Other Project City Fees. Developer assumes payment responsibility for any and all other City Fees required for the construction of the Project.

(c) Other Park/Streetscape City Fees. Developer is solely responsible for payment of all City Fees for the Park/Streetscape Improvements other than the application fees for the Park/Streetscape Zoning Application; provided, however, that the City hereby agrees to waive all City fees relating to the Park/Streetscape Improvements, to the extent that any such waiver is currently permitted under the City Code (that is, without requiring any legislation to provide for any such waiver). The Developer shall not be obligated to pay any City Fees for the Park/Streetscape Improvements that can currently be waived under the City Code, and the City shall accept Developer's filing of applications for Permits and Approvals for the Park/Streetscape Improvements, and process the same to Final Approval, without payment of any such City Fees by Developer.

(d) Future City Fee Waivers and Refunds. The City may, in its sole and absolute discretion, adopt amendments to the City Code that permit the waiver or refund of all or part of the City Fees for the Project. Promptly following the adoption of such amendments, the City shall waive all applicable City Fees to be paid for the Project to the maximum extent permitted by such amendments, and, with respect to the Fee Overage Balance and all other City Fees previously paid by Developer, the City shall refund Developer the cost of all such applicable City Fees to the maximum extent permitted by such amendments.

23.2 Non-City Fees. Developer shall assume responsibility for payment of all fees charged by Governmental Authorities relating to the Project, and the City hereby assumes responsibility for payment of all fees charged by Governmental Authorities relating to the Park/Streetscape Improvements.

24. Notice and Right to Cure Developer's Defaults.

24.1 City shall give to the Recognized Mortgagee a copy of each Developer Default Notice at the same time as it gives such notice to Developer, and no such notice shall be deemed effective with respect to any Recognized Mortgagee unless and until a copy thereof shall have been so received by or refused by such Recognized Mortgagee, as applicable. All such notices to a Recognized Mortgagee shall be sent as set forth in Section 47 of this Agreement. City shall also give the Recognized Mortgagee notice (each, a "Notice of Failure to Cure") in the event Developer fails to cure an Event of Default within the cure period, if any, provided in this Agreement for such cure, promptly following the expiration of such cure period.

24.2 The Recognized Mortgagee shall have a period of thirty (30) Business Days after receipt of the Notice of Failure to Cure, in the case of any Event of Default, to (1) cure the Event of Default referred to in the Notice of Failure to Cure, or (2) cause it to be cured, subject to the same additional time periods provided to Developer pursuant to the provisions of Section 42 or elsewhere in this Agreement, unless such default is not susceptible of being cured by a Recognized Mortgagee. Nothing contained herein shall be construed as imposing any obligation upon any Mortgagee to so perform or comply on behalf of Developer.

24.3 City shall accept performance by a Mortgagee of any covenant, condition or agreement on Developer's part to be performed hereunder with the same force and effect as though performed by Developer.

24.4 Notwithstanding any other provision of this Agreement, no payment made to City by any Mortgagee shall constitute the Mortgagee's agreement that such payment was, in fact, due under the terms of this Agreement.

24.5 Notwithstanding the foregoing provisions of this Section 24, if a Recognized Mortgagee fails (for any reason) to cure any Event of Default by Developer within sixty (60) days following receipt of the Notice of Failure to Cure regarding such Event of Default, then City may, but shall be under no obligation to, perform the obligation of Developer the breach of which gave rise to such Event of Default (including, without limitation, the performance of any of the obligations of Developer under any Construction Agreement), without waiving or releasing Developer from its obligations with respect to such Event of Default. Developer hereby grants City access to the Park/Streetscape Site in order to perform any such obligation. Any amount paid by City in performing Developer's obligations as provided in this Section 24, including, without limitation, all costs and expenses incurred by City in connection therewith, shall be reimbursed to City within thirty (30) days following City's demand therefor, together with a late charge on amounts actually paid by City, from the date of notice of any such payment by City to the date on which payment of such amounts is received by City.

24.6 If there is more than one Recognized Mortgagee, only that Recognized Mortgagee, to the exclusion of all other Recognized Mortgagees, whose Recognized Mortgage is most senior in lien shall be recognized as having rights under this Section 24, unless such first priority Recognized Mortgagee has designated in writing to City a Recognized Mortgagee whose Mortgage is junior in lien to exercise such right.

## CONDITIONS PRECEDENT TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

25. Conditions Precedent to Issuance of Certificate of Occupancy. The Developer acknowledges that conveyance of the Park/Streetscape Improvements Parcel and completion and conveyance of the Park/Streetscape Improvements is additional and essential consideration for the City's vacation of the City Parcel. Accordingly, (i) the City shall not issue a temporary certificate of occupancy and/or a temporary certificate of completion for the Project (in whole or in part), until the Developer has Substantially Completed construction of Phase 1 of the Park/Streetscape Improvements, or the City receives any funds under the Surety Bond (or the Recognition Agreement, as applicable) or under the Payment Bond and/or Performance Bond, whether or not construction of Phase 1 of the Park/Streetscape Improvements has been completed by the City; and (ii) the City shall not issue a final certificate of occupancy and/or a final certificate of completion for the Project (in whole or in part), until the Developer has Substantially Completed construction of Phase 2 of the Park/Streetscape Improvements, or the City receives any funds under the Surety Bond (or the Recognition Agreement, as applicable) or under the Payment Bond and/or Performance Bond, whether or not construction of Phase 2 of the Park/Streetscape Improvements has been completed by the City.

26. Developer's Reserved Rights.

26.1 Beachfront Concession. As part of the consideration for the completion of the Park/Streetscape Improvements, and in an effort to incentivize Developer to attract a quality hotel and stimulate economic development in the Ocean Terrace area, if a hotel is ultimately operated as part of the Project that is substantially similar in quality of operations and level of service provided, as of the Effective Date, at the Delano Hotel (1685 Collins Avenue), the Nautilus Hotel (1825 Collins Avenue), or the Shelbourne Hotel (1801 Collins Avenue) (the "Hotel"), then in such event, Developer shall have the right to utilize, along with City's beachfront concessionaire for the concession area located between 72nd Street and 77th Street (the "Ocean Terrace Concession Area"), up to 175 linear feet of the concession area located between 74th Street and 75th Street (the "Enhanced Service Area"), for a beachfront concession for the Hotel's guests, visitors, and patrons.

26.2 The intent of the Enhanced Service Area is to permit the Developer and/or the Hotel to enter into an agreement with City's then-existing concessionaire for the Ocean Terrace Concession Area ("City's Concessionaire"), which concessionaire, as of the Effective Date of this Agreement, is Boucher Brothers Miami Beach, LLC, to provide upgraded beach equipment offerings and food & beverage services not otherwise part of the standard concession services offered by City's Concessionaire within the Ocean Terrace Concession Area. Any such beachfront concession within the Enhanced Service Area shall be operated by City's Concessionaire for the Ocean Terrace Concession Area.

26.3 The terms for the Enhanced Service Area shall be memorialized in City's agreement with City's Concessionaire (or, in the case of the current concessionaire, Boucher Brothers Miami Beach, LLC, via an amendment to the Concession Agreement dated May 21, 2019), prior to the issuance of a temporary certificate of occupancy for the Hotel. Such terms shall provide (i) the right for the Hotel to brand uniforms of Hotel staff providing food & beverage services, and to brand beach equipment and/or signage located within the Enhanced Service Area; and (ii) for the City to continue to receive, with respect to standard beach equipment rentals and pre-packaged food services offered by the City's Concessionaire within the Enhanced Service Area, the same percentage of gross receipts the City would otherwise receive for such

standard services pursuant to the City's concession agreement with the City's Concessionaire for the Ocean Terrace Concession Area.

26.4 Raised Pavilion/Café. Developer shall have the right to construct and operate a raised pavilion/café within the Park/Streetscape Site, generally consistent with the sidewalk café permit requirements as set forth in Chapter 82 of the City Code, and in accordance with the minimum standards, criteria, and conditions set forth in Sections 82-385 to 82-388 of the City Code, provided such pavilion/café is approved by the HPB. This Section shall survive the termination or expiration of this Agreement.

26.5 Parking Space Removal. Developer reserves the right, if approved by the HPB, to eliminate those certain parking spaces located along Ocean Terrace between 73rd Street and 75th Street, and along 73rd Street, 74th Street, and 75th Street between Ocean Terrace and Collins Avenue. City agrees that such removal shall not require the payment of any fee by Developer under Section 106-55(h) of the City Code, as the same may be amended from time to time. This Section shall survive the termination or expiration of this Agreement.

## GENERAL PROVISIONS

27. Applications for Development Approvals and Development Permits. This Agreement contemplates that the Developer will file applications for Development Orders and Development Permits. The City shall process all Development Permit and Development Order applications as expeditiously as possible. Notwithstanding the foregoing, Developer shall be solely responsible for obtaining Final Approval of all Development Orders and Development Permits for the Project and the Park/Streetscape Improvements.

28. Laws Governing this Agreement. For the entire term of this Agreement, the City hereby agrees that the City's Law's and Requirements governing the development of the Development Site as they exist as of the Execution Date of this Agreement shall govern the development of the Development Site and the Project during the Term. Notwithstanding the foregoing, the City may apply subsequently adopted laws or policies to the Development Site and the Project (particularly as they may relate to quality of life issues such as, but not limited to noise, litter, and hours of operation) as permitted or required by the Act, including, without limitation, Section 163.3233(2), Florida Statutes, as same may be amended from time to time; provided, however, that in no event shall the City apply any subsequently adopted laws or policies in a manner that requires any alterations or modifications to the Project or the Park/Streetscape Improvements or any amendments or modifications to the Project Zoning Approvals or the Park/Streetscape Zoning Approval, or in a manner that renders the Project or the Park/Streetscape Improvements "nonconforming" as to any Laws or Requirements. Without limiting the generality of the foregoing, Developer expressly reserves the right to challenge any subsequently adopted changes to the Laws or Requirements based on, among others, (i) equitable estoppel, vested rights, or other common law principles; or (ii) rights that may accrue under Chapter 70, Florida Statutes (2018) or any successor or similar laws. In addition, the expiration or termination of this Agreement (other than termination for an uncured Developer Event of Default) shall not act to waive, limit, or invalidate any vested right (or equitable estoppel defense) that may have accrued to Developer pursuant to or in furtherance of this Agreement prior to such expiration or termination.

29. Compliance with Local Regulations Regarding Development Permits. This Agreement is not and shall not be construed as a Development Permit, Development Order, approval or authorization to commence any development, fill, or other land modification. The

Developer and the City agree that the failure of this Agreement to address a particular permit, approval, procedure, condition, fee, term or restriction in effect on the Execution Date of this Agreement shall not relieve Developer of the necessity of complying with the regulation governing said permitting requirements, conditions, fees, terms or restrictions, subject however to the terms and provisions of this Agreement.

30. Reservation of Rights. This Agreement shall not affect any rights that may have accrued to any Party to this Agreement under applicable Laws or Requirements and each Party hereto reserves any and all of such rights.

31. Consistency with the City's Comprehensive Plan. The City has adopted and implemented the Comprehensive Plan. The City hereby finds and declares that the provisions of this Agreement dealing with the Development Site and the Project are consistent with the City's Comprehensive Plan and Land Development Regulations (subject to all applicable requirements, permits and approvals).

32. Concurrency. Developer shall be solely responsible for obtaining all land use permits, including, but not limited to, all permits and approvals required pursuant to Section 163.3180, Florida Statutes (2018), with respect to concurrency requirements for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and schools for the Project (the "Concurrency Requirements"). Prior to applying for its full Building Permit for the Project, Developer shall apply to the appropriate Governmental Authorities and obtain letters or other evidence that Developer has satisfied all applicable Concurrency Requirements, and shall diligently and in good faith obtain such letters or other evidence that the Project meets all applicable Concurrency Requirements and shall pay such impact fees as may then be due or applicable to meet Concurrency Requirements for the Project.

33. Books and Records; Audit Rights; Public Records.

33.1 Developer shall at all times during the Term keep and maintain (separate from any of Developer's other books, records and accounts), accurate and complete records pertaining to the construction of the Park/Streetscape Improvements in accordance with suitable accounting principles with such exceptions as may be provided for in this Agreement. City and its representatives shall have, during normal business hours and upon reasonable advance notice, access to the books and records of Developer pertaining to the Park/Streetscape Improvements for the purpose of examination and audit (including copying), including books of account properly reflecting the construction of the Park/Streetscape Improvements.

33.2 The obligations of Developer under this Article to maintain, and to provide City and its representatives access to, the books and records related to the Park/Streetscape Improvements shall survive the expiration of this Agreement for a period of one (1) year.

33.3 The City will be solely responsible for responding to all requests for public records in accordance with Florida law. In the event that a third party submits a request to the City for records of the Developer regarding this Agreement, the City shall notify the Developer of the public records request, to provide Developer the opportunity to determine whether any documents responsive to the request contain confidential trade secret information entitled to protection from disclosure under Florida law. If the Developer certifies to the City that any specific documents responsive to the request contain confidential trade secrets information (with such certification specifying the basis for the trade secret assertions, and the steps taken by the Developer to otherwise protect the confidentiality of such information), City shall withhold the

subject documents, and shall provide the requestor with a copy of the Developer's trade secret certification. If the requestor objects and continues to make demand for the release of such records, City shall notify the Developer of the requestor's objection, to permit the Developer to file an action in a court of competent jurisdiction within fourteen (14) calendar days, seeking a protective order barring disclosure of any confidential trade secret information. If Developer fails to file an action for injunctive relief within the time period specified, or fails to submit the trade secret certification referenced herein, the City shall treat such failure as a waiver of any claim of trade secret protection, and the City shall thereafter release the document as requested, in accordance with Florida law.

34. Expedited Arbitration of Development Disputes.

34.1 If Developer or City asserts that a Development Dispute has arisen, such asserting party shall give prompt written notice thereof to the other party and to the Development Arbitrator.

34.2 The Development Arbitrator shall no later than five (5) Business Days after receipt of such notice, hold a preliminary, informal meeting with City and Developer in an attempt to mediate such Development Dispute. If such Development Dispute shall not be resolved at that meeting, the Development Arbitrator shall at such mediation meeting establish a date, not earlier than five (5) Business Days after the mediation meeting nor later than twenty (20) Business Days after the mediation meeting, for a mediation hearing (a "Hearing") to be held in accordance with this Agreement to resolve such Development Dispute.

34.3 Developer and City shall have the right to make one (1) written submission to the Development Arbitrator prior to any Hearing. Such submission shall be received by the Development Arbitrator and the other party not later than two (2) Business Days prior to the Hearing date. The parties agree that no discovery (as the term is commonly construed in litigation proceedings) will be needed and agree that neither party nor the Development Arbitrator shall have discovery rights in connection with a Development Dispute.

34.4 Each Hearing shall be conducted by the Development Arbitrator. It is the intention of the parties that the Hearings shall be conducted in an informal and expeditious manner. No transcript or recording shall be made. Each party shall have the opportunity to make a brief statement and to present documentary and other support for its position, which may include the testimony of not more than four (4) individuals, two (2) of whom may be outside experts. There shall be no presumption in favor of either party's position. Any procedural matter not covered herein shall be governed by the Amended 1993 edition of the CPR Rules for the Arbitration of Business Disputes and the Florida Arbitration Code to the extent not inconsistent with the CPR Rules and this Section.

34.5 The Hearings shall be held in a location selected by the Development Arbitrator in Miami-Dade County, Florida. Provided the Development Arbitrator is accompanied by representatives of both Developer and City, the Development Arbitrator may, at its option, visit the work site to make an independent review in connection with any Development Dispute.

34.6 Once it has been determined by the Development Arbitrator or by agreement of the parties that the disputed matter is a Development Dispute under this Agreement, the Development Arbitrator shall take into account, in resolving such Development Dispute, such

factors as he deems relevant which are not inconsistent with this Agreement, which in all events shall include the following factors:

(a) City does not have any approval rights with respect to the matter of design and decor of the Park/Streetscape Improvements except to the extent the same is reflected in the Plans and Specifications.

(b) The Park/Streetscape Improvements shall be of first-class quality, compatible with the quality set forth in the original approved Plans and Specifications (without regard to changes thereto).

(c) The mutual goal of Developer and City that cost overruns for the construction of the Park/Streetscape Improvements shall be minimized.

(d) Applicability of any Requirement.

(e) The magnitude of the modification to the previously approved Plans and Specifications.

(f) The magnitude of the consistency or inconsistency from the previously approved Plans and Specifications.

34.7 Pending resolution of the Development Dispute, Developer may not implement the matter which is the subject of such Development Dispute.

34.8 The Development Arbitrator shall render a decision, in writing, as to any Development Dispute not later than two (2) Business Days following the conclusion of the Hearings regarding such Development Dispute and shall provide a brief written basis for its decision not later than five (5) Business Days thereafter. As to each Development Dispute, the Development Arbitrator's decision shall be limited to (i) whether or not Developer's proposed modification(s) to the Plans and Specifications is a Material Modification; (ii) whether or not City has unreasonably failed to approve or give its consent to any modifications to the Plans and Specifications pursuant to Sections 8, 9, and/or 11; (iii) whether or not Developer has complied with its obligations or responsibilities set forth in Sections 8, 9, and/or 11; and (iv) whether or not Developer or City is entitled to any extension of time for performance. The Development Arbitrator may not award any other or different relief.

34.9 The decision of the Development Arbitrator shall be final and binding on the Parties for all purposes and may be entered in any court of competent jurisdiction.

34.10 The Parties shall reasonably cooperate to select an independent, neutral, professional firm having hotel development or construction experience to serve as the arbitrator (the "Development Arbitrator"). If the Parties cannot agree on the selection of a Development Arbitrator, then any Party may ask the CPR Institute for Dispute Resolution to select a substitute who will act as Development Arbitrator of that Development Dispute. The cost of the Development Arbitrator shall be equally shared by the Parties, but each Party shall bear its own costs, including those of its experts and legal fees, associated with the arbitration.

35. Litigation. Any dispute between the Parties, other than a Development Dispute, shall be subject to litigation and not arbitration.

36. Effective Date and Duration (Term).

(a) Within fourteen (14) days following approval at two public hearings and execution by the Parties, the City shall record the Agreement in the Public Records of Miami-Dade County. This Agreement shall become effective only after it has been recorded in the Public Records of Miami-Dade County, Florida. The Developer agrees that it shall be responsible for all recording fees and other customary fees and costs related to the recording of this Agreement as described in this Section.

(b) This Agreement shall run for an initial term of ten (10) years from the Effective Date (the "Term"); provided, however, if the Developer completes construction of Phases 1 and 2 of the Park/Streetscape Improvements within the time periods set forth in Section 42(c) and (d) of this Agreement, then the Term shall automatically be extended (without the need of any notice to or consent of the City, or being subject to any public hearing) for an additional eight (8) years, so that the Term of this Agreement shall be a total of eighteen (18) years from the Effective Date. Except for the automatic eight (8) year extension of the Term set forth above (which do not require any consent of the City or public hearing): (i) the Term of this Agreement may be extended only by the mutual consent of the City and the Developer subject to a public hearing pursuant to Section 163.3225, Florida Statutes; and (ii) consent to any extension of this Agreement is within the sole discretion of each party to this Agreement. No notice of termination shall be required by either Party upon the expiration of this Agreement, and after the expiration of this Agreement the Parties shall have no further obligations under this Agreement, except for those obligations that expressly survive the expiration of this Agreement.

37. Presently Permitted Development. The development that is presently permitted on the Development Site, including population densities, and building intensities and height, which are subject to this Agreement, is more specifically set forth in Exhibit "O" hereto.

38. Public Facilities to Serve the Development Site. A description of the public facilities that will service the Project of the properties subject to this Agreement, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development is included as Exhibit "P" hereto.

39. Public Reservations and/or Dedications. A description of the reservations and/or dedications of land for public purposes that are proposed under the terms of this Agreement is included as Exhibit "Q" hereto.

40. Required Development Permits. Attached and made a part hereof as Exhibit "R" is a listing and description of all local development permits approved or needed to be approved for the development of the Project.

41. Not Used.

42. Developer Defaults. Each of the following shall be an "Event of Default" by Developer hereunder:

(a) If Developer shall fail to observe or perform any term, covenant or condition of this Agreement on Developer's part to be observed or performed and Developer shall

fail to cure or remedy the same within ten (10) Business Days following Developer's receipt of written notice from the City, with respect to monetary defaults, or within thirty (30) Business Days following Developer's receipt of written notice from the City with respect to non-monetary defaults (each, a "Developer Default Notice"). If such non-monetary default is susceptible to cure but cannot reasonably be cured within said thirty (30) Business Day period, then Developer shall have any additional sixty (60) Business Day period to cure such failure and no Event of Default shall be deemed to exist hereunder so long as Developer commences such cure within the initial thirty (30) Business Day period and diligently and in good faith pursues such cure to completion within such resulting ninety (90) Business Day period from the date the Developer receives the Developer Default Notice.

(b) If Developer shall fail to Commence Construction of Phase 1 of the Park/Streetscape Improvements within ninety (90) Business Days after Developer obtains (i) Final Approval of the Project Zoning Approvals, or (ii) Final Approval of all Permits and Approvals for the Park/Streetscape Improvements, whichever occurs last.

(c) If Developer shall fail to Substantially Complete the construction of Phase 1 of the Park/Streetscape Improvements within forty-eight (48) months after the Effective Date.

(d) If Developer shall fail to Substantially Complete the construction of Phase 2 of the Park/Streetscape Improvements within ninety-six (96) months after the Effective Date.

(e) If Developer shall fail to Substantially Complete the construction of the Project within ninety-six (96) months after the Effective Date, subject to one automatic twenty-four (24) month extension if Developer has completed Phases 1 and 2 of the Park/Streetscape Improvements within the timeframes set forth in this Agreement and has Commenced Construction of the Project.

(f) If, prior to Substantial Completion of Phase 2 of the Park/Streetscape Improvements, Developer shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof or if all or a substantial part of the assets of Developer are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come into the possession of any receiver, trustee, custodian or assignee for the benefit of creditors.

(g) If, prior to Substantial Completion of Phase 2 of the Park/Streetscape Improvements, Developer shall commence a voluntary case under the Title 11 of the United States Code (the "Bankruptcy Code"); or an involuntary proceeding is commenced against Developer under the Bankruptcy Code and relief is ordered against Developer, or the petition is controverted but not dismissed or stayed within one hundred fifty (150) days after the commencement of the case, or a custodian (as defined in the Bankruptcy Code) is appointed for or takes charge of all or substantially all of the property of Developer and is not discharged or dismissed within one hundred fifty (150) days; or Developer commences any other proceedings under any reorganization, arrangement, readjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar Law of any jurisdiction whether now or hereafter in effect relating to Developer; or there is commenced against Developer any such proceeding which remains undismissed or unstayed for a period of one hundred fifty (150) days; or Developer fails to controvert in a timely manner any such case under the Bankruptcy Code or any such

proceeding, or any order of relief or other order approving any such case or proceeding is entered; or Developer consents to or approves of, in any such case or proceeding or the appointment of any custodian or the like of or for it for any substantial part of its property or suffers any such appointment to continue undischarged or unstayed for a period of one hundred fifty (150) days.

(h) If, prior to Substantial Completion of Phase 2 of the Park/Streetscape Improvements, Developer shall assign or transfer its rights and/or delegate the performance of its obligations under this Agreement to anyone, at any time, other than a Permitted Transferee without the City's prior written consent and approval, as governed by Section 54.

43. Effect of Cure. Notwithstanding Section 42 or anything else to the contrary, Developer will not be deemed to be in default of this Agreement for any Event of Default that is cured by the Developer, by the Recognized Mortgagee, or by the City's receipt of funds for such Event of Default under the Surety Bond, the Recognition Agreement, or the Payment Bond and/or Performance Bond, as applicable.

44. Enforcement of Performance; Damages and Termination. In the event the City shall claim any Event of Default shall have occurred hereunder, the Developer Default Notice shall state with specificity the provisions of this Agreement under which the Default is claimed, the nature and character of such Event of Default, the date by which such Event of Default must be cured pursuant to this Agreement, if applicable, and, if elected by the City, that the failure of Developer to cure such Default by the date set forth in such notice will result in the City having the right to terminate this Agreement. Subject to the exclusive remedies set forth in Sections 5(d) and 12.3 of this Agreement, if an Event of Default occurs hereunder, the City may elect any one or more of the following remedies as the City's sole and exclusive remedy with respect to such Event of Default:

(a) Enforce strict performance by Developer; or

(b) Exercise and enforce the City's rights pursuant to each of the Assignment of Plans, Permits and Approvals and the Assignment of Construction Agreements; or

(c) Pursue any other remedy available to the City at law or in equity.

In the event City elects to exercise its remedies pursuant to Sections 5(d) and/or 44(b), Developer shall:

i. Promptly deliver to the City all submittals and Park/Streetscape Improvements records in their original/native electronic format (i.e. CAD, Word, BIM, Excel, etc.), any and all other unfinished documents, and any and all warranties for work, equipment or materials already installed or purchased, to the extent the same are in Developer's possession;

ii. As directed by the City, transfer or cause the Contractor to transfer title and deliver or demand that the Contractor deliver to the City (1) the fabricated and non-fabricated parts, work in progress, completed work, supplies and other material produced or required for the work; and (2) the completed or partially completed project records that, had the work been completed, would be required to be furnished to the City, to the extent the same are in Developer's possession; and

iii. Take any action that may be reasonably necessary, or that the City may reasonably direct, for the protection and preservation of the property related to this Development Agreement that is in Developer's possession and in which the City has or may acquire an interest.

The rights and remedies of the City in this Section 44 shall apply to all Events of Default that fail to be cured within the applicable cure period or are cured but in an untimely manner, and the City shall not be obligated to accept such late cure.

In addition, if the City violates, breaches or defaults on any term, covenant, condition or other provision of this Agreement (a "City Default"), then the Developer shall have all rights and remedies available to it under this Agreement, at law, and/or in equity (including, without limitation, an action for specific performance and injunctive relief to enforce the terms, covenants, conditions and other provisions of this Agreement) against the City as a result of or arising out of such City Default. The Developer's election of a right or remedy under this Agreement, at law, and/or in equity with respect to any City Default shall not limit or otherwise affect the Developer's right to elect any other right or remedy available to it under this Agreement, at law, and/or in equity with respect to the same or any other City Default.

45. Termination Outside of Default.

(a) Developer Termination. Notwithstanding anything to the contrary in this Agreement, Developer shall have the right to terminate this Agreement and be released from its liability and obligations hereunder by written notice to City delivered not later than on the Park/Streetscape Construction Commencement Date if any of the following occurs: (a) changes to the Park/Streetscape Improvements, the Park/Streetscape Concept Plan, the Plans and Specifications or any other aspect required by the HPB, Planning Board, or any other governmental or regulatory authority (including the City) render the Project or the Park/Streetscape Improvements economically unfeasible in the sole judgment of Developer; (b) the Project cannot meet Concurrency Requirements under Section 163.3180, Florida Statutes (1997), or the costs of concurrency mitigation, in the sole judgment of Developer, render the Project or the Park/Streetscape Improvements economically unfeasible; (c) Developer, after good-faith efforts, has been unable to obtain Final Approval of all Permits and Approvals for the Project or the Park/Streetscape Improvements; or (d) after good-faith efforts, Developer has not been able to arrange appropriate financing for the Project or the Park/Streetscape Improvements. In the event of termination of this Agreement pursuant to this Section, each Party shall bear its own costs and expenses incurred in connection with this Agreement and neither Party shall have any further liability to the other except for any matters that expressly survive termination of this Agreement. The right of termination pursuant to this Section shall expire and become void if not exercised by Developer on or prior to the Park/Streetscape Construction Commencement Date. If Developer exercises its right of termination under this Section 45(a), then the Parties shall promptly schedule a closing for the unwinding of the Closing consummated in Section 5 of this Agreement (the "Unwinding Closing"), at which time the Parties shall execute, exchange, and, if applicable, record such documents and instruments as are necessary or convenient to vest the Parties with the respective rights and interests each Party possessed, and leave each Party in the position it enjoyed, prior to the Closing, as if the Closing had not occurred and as if this Agreement had not been signed, but excluding the refund of any monies expended or costs incurred by either Party in performing such Party's obligations under this Agreement prior to Developer's exercise of such right of termination. Developer further agrees to reimburse the City for the reasonable out-of-pocket costs and expenses actually incurred by the City for the mechanics of unwinding the Closing (the "City Unwinding Expenses"), regardless of when the

Unwinding Closing occurs. If the Developer terminates this Agreement pursuant to this Section 45 after the Closing but prior to Commencement of Construction of the Park/Streetscape Improvements, the City will, no later than three (3) Business Days after the Unwinding Closing, submit a written invoice to the Developer and Escrow Agent detailing the City Unwinding Expenses. Escrow Agent will, no later than three (3) Business Days after receiving such invoice, pay to the City from the Unwinding Funds an amount sufficient to cover the City Unwinding Expenses and will return the remaining balance of the Unwinding Funds, if any, to the Developer. If the Unwinding Funds are not sufficient to cover the City Unwinding Expenses, the Developer will pay the deficiency to the City no later than three (3) Business Days after the Developer receives written notice from the City and/or Escrow Agent of the deficiency. If the Developer does not terminate this Agreement for convenience prior to Commencement of Construction of the Park/Streetscape Improvements, then Escrow Agent will return the Unwinding Funds to Developer in full no later than three (3) Business Days after such Commencement of Construction. The Parties agree to accept and abide by such terms and conditions of escrow as Escrow Agent reasonably requests to implement the intent of, and avoid or resolve disputes regarding, the Unwinding Escrow.

(b) Effect. In the event that either Party chooses to exercise its express right to terminate this Agreement for convenience (including, without limitation, under Section 45(a) above), but apart from such Party's right to terminate in an Event of Default by the other Party, then each Party shall bear its own costs and expenses incurred in connection with this Agreement and the Project, and neither Party shall have or owe any further liability to the other Party.

46. Strict Performance; Waiver. No failure by the City or Developer to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy available to such party by reason of the other party's default or an Event of Default hereunder shall constitute a waiver of any such default, Event of Default or of such other covenant, agreement, term or condition hereunder.

47. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if (i) delivered by hand, (ii) sent by electronic mail, (iii) sent by recognized overnight courier (such as Federal Express), or (iv) mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, in each case addressed as follows or to such other addresses as either Party may from time to time designate for itself by notice to the other Party in accordance with this Section:

If to the City at: City of Miami Beach, City Hall
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: City Manager

With a copy to: City of Miami Beach, City Hall
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: City Attorney

With copies to: Holland & Knight LLP
701 Brickell Avenue
Miami, Florida 33131
Attn: Joseph G. Goldstein

If to Developer at: 1035 N. Miami Avenue, Suite 201
Miami, Florida 33136
Attn: Sandor Scher
sscher@clarocorp.com

With a copy to: Akerman LLP
98 SE 7 Street, Suite 1100
Miami, FL 33131
Attn: Neisen O. Kasdin, Esq.
neisen.kasdin@akerman.com

Notices personally delivered or sent by electronic mail or by overnight courier shall be deemed given on the date of delivery (or upon refusal of such delivery), and notices mailed in accordance with the foregoing shall be deemed given three (3) Business Days after deposit in the U.S. mails. The terms of this Section 47 shall survive the termination of this Agreement.

48. Governing Laws, Construction and Litigation. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws that would require the application of any other law. The Developer and the City agree that Miami-Dade County, Florida is the appropriate and exclusive state court venue, and that the U.S. District Court, Southern Division of Florida is the appropriate and exclusive federal court venue, in connection with any litigation between the parties with respect to this Agreement. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any of the parties hereto. In construing this Agreement, captions, and section and paragraph headings shall be disregarded and the use of any gender shall include every other and all genders. All of the exhibits referenced in this Agreement are incorporated in, and made a part of, this Agreement. In the event of any litigation between the parties under this Agreement for a breach thereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels. BY ENTERING INTO THIS AGREEMENT THE CITY AND DEVELOPER EXPRESSLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT. The terms of this Section shall survive the termination of this Agreement.

49. Severability. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted, as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

50. Time of Essence. Time shall be of the essence for each and every provision hereof.

51. Entire Agreement. This Agreement, together with its exhibits and all other documents referenced herein, constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. Neither party shall be bound by any agreement, condition, warranty nor representation other than as expressly stated in this Agreement. This Agreement may not be changed, altered or modified except by an instrument in

writing signed by both parties hereto, subject to the requirements for the amendment of development agreements in the Act.

52. Other Agreements. This Agreement has no effect on any other agreement, Development Order, or declaration of restrictions encumbering the Development Site as of the Effective Date. Any and all agreements in the public records as of the Effective Date remain valid. The parties incorporate by reference each and every applicable requirement set forth in the Act.

53. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer and upon the Development Site shall run with and bind the Development Site as covenants running with the Development Site, and this Agreement shall be binding upon and enforceable by and against the parties hereto and their personal representatives, heirs, successors, grantees and assigns.

54. Transfer, Assignment, and Delegation.

(a) By Developer. Developer may, in its sole discretion, assign or transfer its rights and/or delegate the performance of its obligations under this Agreement pertaining to those portions of the Project other than the Park/Streetscape Improvements, in whole or in part, to anyone at any time, without the City's prior written consent or other approval. With respect to transfers, assignments, and delegations of Developer's rights and obligations pertaining to the Park/Streetscape Improvements, the following shall apply:

i. Prior to Substantial Completion of the Park/Streetscape Improvements, Developer may not assign or transfer its rights, or delegate the performance of its obligations, pertaining to the Park/Streetscape Improvements under this Agreement, in whole or in part, to any third party other than a Permitted Transferee, unless Developer first obtains the City's prior written consent, which consent the City may withhold in its sole discretion.

ii. Following Substantial Completion of the Park/Streetscape Improvements, Developer may, in its sole discretion, assign or transfer its rights or delegate the performance of its obligations pertaining to the Park/Streetscape Improvements under this Agreement, in whole or in part, to anyone at any time, without the City's prior written consent or other approval.

Notwithstanding the foregoing or anything else to the contrary, the City's prior written consent shall not be required to allow (i) any financing or refinancing of all or any portion of the Project, including, without limitation, the granting of any mortgage, the foreclosure by any mortgagee thereunder (or designee of such mortgagee), or the transfer or conveyance to such mortgagee or designee by deed or assignment in lieu of foreclosure; or (ii) the submission of all or any portion of the Project to a condominium form of ownership under Chapter 718, Florida Statutes, the creation of an organization of unit owners and/or parcel owners, or the sale of condominium units or other types of individually conveyable units or parcels within the Project. Upon the recordation of a declaration in the public records submitting all or any portion of the Project to a condominium form of ownership or other form of ownership governed by an organization of unit/parcel owners, the obligations of Developer hereunder pertaining to such portion(s) of the Project, as applicable, shall be binding only upon the organization of unit/parcel owners, and not upon the declarant or any particular unit/parcel owner except to the extent otherwise specifically provided in such declaration.

(b) By City. The City may not assign or transfer its rights, or delegate the performance of its obligations under this Agreement, in whole or in part, to any third party other than a successor municipal corporation, unless City first obtains Developer's prior written consent, which consent Developer may withhold in its sole discretion.

(c) Notice; Effect; Invalidity. A Party making any transfer, assignment, or delegation under this Agreement shall, no later than twenty (20) Business Days after completing such transaction, deliver to the other Party a written notice specifying the nature and effective date of such transfer, assignment, or delegation. Any transferee, assignee, or delegatee (including through foreclosure or deed-in-lieu thereof) shall assume all of the obligations expressly transferred, assigned, or delegated. Upon any transfer, assignment, or delegation carried out in accordance with this Section, the obligations transferred, assigned, or delegated shall be binding only on such Party's transferee, assignee, or delegatee, as the case may be, and the other Party shall look only to such transferee, assignee, or delegatee for performance of the obligations being transferred, assigned, or delegated. Any purported assignment or transfer of rights, or delegation of performance, in violation of this Section is void.

55. Force Majeure; Economic Force Majeure; and Third-Party Challenges. Neither Party shall be liable for damages, for breach of contract or otherwise, for any failure, suspension, diminution, or other variation of service or performance occasioned by or arising from a Force Majeure Event. In addition, all time periods in this Agreement and/or in any Permits and Approvals issued in connection with the Project and/or the Park/Streetscape Improvements, whether express or implied, will be tolled automatically to account for Force Majeure Events, and the Party against whom enforcement of a time period is sought will not be considered to have missed a deadline or to be in breach or default of this Agreement for so long as such Party is unable to complete any work or take any action required by this Agreement due to such Force Majeure Event(s).

In addition, if, due to Economic Force Majeure, Developer is delayed, hindered, or prevented from being able to obtain or maintain adequate financing for the Park/Streetscape Improvements or for the Project or is otherwise unable to satisfy any Development Default Deadline, then all Development Default Deadlines shall be extended for the period of such delay (but not to exceed the total aggregate maximum period of thirty (30) months for all events of Economic Force Majeure that may arise throughout the term of this Agreement); provided, that, with respect to any such delay by Economic Force Majeure, Developer shall give written notice of such occurrence to City describing in reasonable detail the events giving rise to the Economic Force Majeure, and the date of commencement thereof. Developer shall use good-faith, diligent, efforts to attempt to remove, resolve, or otherwise seek to mitigate such delay, shall advise the City periodically of such efforts, and shall notify the City of the date of cessation of the event of Economic Force Majeure (or the date Developer elects to no longer claim an extension of time therefor), to permit the City and Developer to track development deadlines and ensure the maximum aggregate extension of thirty (30) months for Economic Force Majeure is not exceeded. Time is of the essence with respect to this provision.

In the event that a third party (unrelated or unaffiliated with the City or the Developer) institutes any action, suit, or proceeding relating to the Project (including, without limitation, any action, suit, or proceeding challenging the validity of this Agreement or any element of the proposed transaction, or the validity or issuance of the Vacation Resolution, the Project Zoning Approvals, the Park/Streetscape Zoning Approval, any amendments to the Comprehensive Plan or Land Development Regulations relating to the Project or to the Park/Streetscape Improvements, or any other Permits and Approvals relating to the Project or to the

Park/Streetscape Improvements (in each instance, including any related appeals and appeal periods, a "Lawsuit"), then the Developer shall, at its option, either: (i) attempt to defend such Lawsuit at its sole cost and using legal counsel reasonably acceptable to the City, in which case all time periods in this Agreement and in any Permits and Approvals issued in connection with the Project and/or the Park/Streetscape Improvements, whether express or implied, shall be tolled automatically through all levels of appeal until such Lawsuit has been finally disposed of (by judgement, settlement or otherwise) to Developer's satisfaction; or (ii) terminate this Agreement in accordance with Section 45. Developer shall indemnify and hold the City harmless from and against all actual claims, injury, damage, loss and liability, cost and expense (including attorneys' fees, costs and expenses) of any and every kind arising out of or relating to any such Lawsuit, except to the extent arising out of or related to the City's negligence or misconduct. Developer shall be entitled to control the defense and conduct of any such Lawsuit and to compromise, settle, or abandon the Lawsuit, in its sole discretion, and the City agrees to reasonably cooperate with Developer (at no expense to the City) in connection with the conduct of any such Lawsuit. This Section shall survive the termination or expiration of this Agreement.

In addition, if a Lawsuit is commenced prior to the City's approval of the Vacation Resolution, then the City shall not be required to effectuate the vacation of the City Parcel until thirty (30) days after the Lawsuit has been finally disposed of (whether by judgment, settlement, or otherwise) on terms and conditions acceptable to Developer in its sole discretion; provided, however, that if such Lawsuit is still pending more than sixty (60) months after it has been commenced, then either Party at its option may, from and after the expiration of such sixty (60) month period and while such Lawsuit remains unresolved, elect to terminate this Agreement by delivering a written notice of termination to the other Party, whereupon the Vacation Resolution application shall be withdrawn and the Agreement shall be terminated, and the City and Developer shall have no further obligation and/or liability to each other.

56. Indemnification. In addition to the indemnification obligations provided elsewhere in this Agreement, and subject to the City's liability limitations as set forth herein and in Section 60 below, each Party hereby agrees to defend, indemnify and hold harmless the other Party, its agents and employees, from and against all actual, documented loss, cost, expense, claim, demand or cause of action of whatever kind or nature arising out of or related to the gross negligence or willful misconduct of such Party and/or its officers, directors, officials, employees, contractors, and agents, related to (i) this Agreement, (ii) the Project; and/or (iii) the Park/Streetscape Improvements, except to the extent arising out of or related to the gross negligence or willful misconduct of the other Party and/or its officers, directors, officials, employees, contractors, or agents (collectively, "Losses"). The indemnifying Party shall directly pay all actual, documented costs and expenses related to any cost charged or legal defense required by the other Party, using legal counsel reasonably acceptable to the other Party (but subject to the requirements of the indemnifying Party's insurers), pursuant to the foregoing indemnification obligation. The non-indemnifying Party shall notify the indemnifying Party of any Losses promptly after receiving notice of same and shall reasonably cooperate and collaborate (but at no expense to the non-indemnifying Party) with the indemnifying Party in connection with any legal proceeding in which the indemnifying Party is defending the other Party hereunder. This Section shall survive termination or expiration of this Agreement. City's indemnity obligations herein shall be solely to the extent and limits permitted by Section 768.28 of the Florida Statutes, and without waiver of any rights or defenses thereunder or any privileges or immunities afforded to the City under the laws of the State of Florida.

57. Corporate Obligations. It is expressly understood that this Agreement and the obligations issued hereunder are solely corporate obligations, and that no personal liability will

attach to, or is or shall be incurred by, the incorporators, stockholders, officers, directors, elected or appointed officials (including, without limitation, the Mayor and City Commissioner of the City) or employees, as such of Developer, City, or any of any successor corporation or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom; and that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any of all such rights and claims against, every such incorporator, stockholder, officer, director, elected or appointed official (including, without limitation, the Mayor and City Commissioner of the City) or employee, as such, or under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom are expressly waived and released as a condition of, and as consideration for, the execution of this Agreement.

58. No Conflict of Interest. Developer represents and warrants that, to Developer's knowledge, no member, official or employee of the City has any direct or indirect financial interest in this Agreement nor has participated in any decision relating to this Agreement that is prohibited by law. Developer represents and warrants that, to Developer's knowledge, no officer, agent, employee, or representative of the City has received any payment or other consideration for the making of this Agreement, directly or indirectly, from Developer.

59. No Third-Party Beneficiaries. This Agreement is not intended to, and shall not be construed to give, any third party (including, without limitation, any homeowners association, condominium association, or neighborhood association in the surrounding area, or any individual members thereof) any rights or interests whatsoever, nor is it intended that any third party shall be a third party beneficiary of any provisions hereof.

60. Limitations of Liability.

60.1 Any tort liability to which the City is exposed under this Agreement shall be limited to the extent permitted by applicable law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as may be amended, and City expressly does not waive any of its rights and immunities thereunder.

60.2 City will not in any event whatsoever be liable for any injury or damage to Developer (unless caused by the gross negligence or willful misconduct of City, its agents, contractors or employees) or to any other person happening on, in or about the City Parcel or the Park/Streetscape Site and its appurtenances, nor for any injury or damage to the City Parcel or the Park/Streetscape Site (unless caused by the gross negligence or willful misconduct of City, its agents, contractors or employees) or to any other person which may be caused by any fire or breakage, or by the use, misuse or abuse of any of the City Parcel or the Park/Streetscape Site, or which may arise from any other cause whatsoever (unless caused by the gross negligence or willful misconduct of City, its agents, contractors or employees).

60.3 Other than as provided in the City Parcel Easement, City will not be liable to Developer or to any other person for any injury or damage to any property of Developer or to any person or to the City Parcel caused by or resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, flood, wind or similar storms or disturbances, or water, rain or snow which may leak or flow from the street, sewer, gas mains or subsurface area or from any part of the City Parcel or the Park/Streetscape Site, or leakage of gasoline or oil from pipes, appliances, sewer or plumbing works therein, or from any other place, nor for interference with light or other

incorporeal hereditaments by any person (unless caused by the gross negligence or willful misconduct of City, its agents, contractors or employees).

60.4 Except as may be otherwise expressly provided herein, no approval to be made by the City in its proprietary capacity under this Agreement or any inspection of the Project or Park/Streetscape Improvements by the City under this Agreement, shall render the City liable for its failure to discover any defects or nonconformance with any governmental requirement.

60.5 Developer shall, pursuant to and in accordance with the terms and conditions of the City Parcel Easement, make the City Parcel available to the public free of charge for outdoor recreational purposes. Accordingly, to the maximum extent permitted by law, Developer may avail itself of the limitations of liability afforded pursuant to Section 375.251, Florida Statutes, to the fullest extent applicable to the City Parcel Easement.

61. Police Power.

(a) The Parties recognize and agree that certain provisions of this Agreement require the City and its boards, departments or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances, in the exercise of the City's jurisdiction under the police power. Nothing contained in this Agreement shall entitle the Developer to compel the City to take any such actions, save and except the consents, if applicable, to the filing of such applications for Development Permits or Development Orders, as more fully set forth herein, and to process such applications as expeditiously as possible.

(b) The Parties further recognize and agree that these proceedings shall be conducted openly, fully, freely and fairly in full accordance with law and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing in this Agreement shall be construed to prohibit the City from duly acting under its police power to approve, approve with conditions, or reject any public hearing application dealing with the Development Site.

62. Art in Public Places. Developer shall comply with the City's Art In Public Places program requirements under Section 82-536 through 82-612 of the City Code, as applicable (the "AIPP Ordinance"), and shall pay to the City's Art in Public Places fund the total of 1.5% of the "construction cost" (as such term is defined in Section 82-537 of the City Code) of the Park/Streetscape Improvements (the "Public Art Funds") no later than the date of execution of Construction Agreement with the Contractor for the Park/Streetscape Improvements. The full amount of the Public Art Funds shall be dedicated to Developer's use for public art within the Park/Streetscape Site. In view of the Developer's overall design responsibility for the Park/Streetscape Improvements, the Developer shall either: (a) submit the proposed artworks to be funded with the Public Art Funds to the City's Art In Public Places Committee for its review, recommendation and approval; or (b) seek the City Commission's approval of the proposed artworks and waiver of any applicable AIPP Ordinance program requirements, which approval by the City Commission shall not to be unreasonably withheld, conditioned or delayed.

63. City Manager's Delegated Authority. Notwithstanding any provision to the contrary in this Agreement, nothing herein shall preclude either Party from seeking direction from or electing to have the City Commission determine any matter arising out of or related to the Park/Streetscape Project, including, without limitation, any approval contemplated under this

Agreement (within the timeframe specified therefor as if the Approval was being determined by the City Manager).

64. Conflict. In the event of an inconsistency or conflict between the terms of this Agreement and the Vacation Resolution, the terms of this Agreement shall control.

65. Freedom from Interference. Except as is otherwise expressly provided in this Agreement, Developer shall have discretion, control, and authority, free from interference, interruption, or disturbance by the City, in all matters relating to the development, design, permitting, and construction of the Project and the Park/Streetscape Improvements, including, among others, with respect to the following specific matters: (i) the selection, approval, hiring, and discharge of architects, engineers, contractors, subcontractors, professionals, and other third parties on such terms and conditions as Developer deems appropriate in its sole discretion, provided that the Contractor for the Park/Streetscape Improvements must be duly licensed by the State of Florida, must satisfy the insurance and bonding requirements set forth in Exhibit "N" to this Agreement, and must have completed at least two (2) projects with an estimated value of at least Ten Million Dollars ($10,000,000.00) each during the five (5) years immediately preceding the Contractor's engagement for the Park/Streetscape Improvements, and provided further that the landscape architect for the Park/Streetscape Improvements, if other than Raymond Jungles, must be approved in advance by City, but the City will not unreasonably withhold, condition, or delay such approval; (ii) the negotiation and execution of contracts, agreements, instruments, covenants, and other documents with third parties, in form and substance satisfactory to Developer in its sole discretion; and (iii) the preparation of such budgets, cost estimates, financial projections, statements, information, and reports as Developer deems appropriate in its sole discretion.

66. Estoppel. The City will, no later than fifteen (15) Business Days after a written request therefor by Developer, by any Recognized Mortgagee, or by anyone claiming by or through Developer (including, without limitation, Developer's successors, assigns, transferees, and mortgagees and other lenders providing financing for the Project or the Park/Streetscape Improvements), and upon payment of the reasonable fees to cover the City's expenses for any third-party resources required to comply, issue a written estoppel certificate, in recordable form, to the requesting party, certifying as to any matter related to this Agreement that the requesting party may reasonably request of the City, including, without limitation, (i) that this Agreement, or any particular paragraph or section of this Agreement specified by the requesting party, is in full force and effect and unmodified (or in what respects this Agreement is no longer in force or effect or has been modified); (ii) that all monies due and payable under this Agreement, if any, have been paid (or in what respects monies are owed); and (iii) that to the City's knowledge, Developer is in compliance with this Agreement or with any particular paragraph or section hereof specified by the requesting party (or in what respects there is noncompliance). Such estoppel certificates will be binding on the City and its successors and assigns, and may be relied upon by Developer, its mortgagees and lenders, and by all others claiming by or through Developer. Notwithstanding the foregoing section or any representations in any estoppel certificates issued thereunder, City shall not be estopped as to matters to which it did not have knowledge.

*[Signatures Follow]*

**EXECUTED** as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

Signed, sealed and delivered
in the presence of:

CITY OF MIAMI BEACH,
a Florida municipal corporation

_____
Print Name: _____

By:_____

_____
Print Name:_____

Name:_____

Attest:_____
City Clerk

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

The foregoing instrument was acknowledged before me this _____day of _____, 2019, by _____, as Mayor of the City of Miami Beach, a municipal corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification and who did (did not) take an oath.

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary
My Commission expires:
Serial No., if any:_____

_____, a
_____

By: _____

_____ _____
Print Name: _____

_____
Print Name:_____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____, as _____ of _____, a _____, on behalf of the company. He is personally known to me or has produced _____ as identification and who did/did not take an oath.

_____
NOTARY PUBLIC
Typed or printed Name of Notary
My Commission expires:
Serial No., if any _____

# Exhibit "A"

The Developer Property

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 in Block 1 of Harding Townsite, according to the Plat thereof, as recorded in Plat Book 34, Page 4, of the Public Records of Miami-Dade County, Florida.

# Exhibit "B"

Reversionary Interest

see following page(s)

## LEGAL DESCRIPTION:

A portion of the Public Reservation shown on Plat of TOWNSITE OF HARDING, according to the Plat thereof, as recorded in Plat Book 34 at Page 4, of the Public Records of Miami–Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 7 in Block 1, of said Plat of TOWNSITE OF HARDING; thence South 02°58'50" East, along the Southerly prolongation of the West Right–of–Way line of Ocean Terrace, (First Avenue per Plat Book 34 at Page 4), for 30.00 feet to a point on the center line of 74th Street (Second Street per Plat Book 34 at Page 4); thence North 86°59'28" East, along said center line, for 60.00 feet to a point on the East Right–of–Way line of said Ocean Terrace and the Point of Beginning; thence continue North 86°59'28" East, along said center line, for 31.53 feet to a point on the East line of said Public Reservation; thence North 04°12'42" West, along said East line, for 420.09 feet to a point on the North line of Government Lot 7, lying in Section 2, Township 53 South, Range 42 East, also being the North line of Plat Book 34 at Page 4; thence South 86°59'28" West along said North line of Government Lot 7 for 22.50 feet to a point on said East Right–of–Way line of Ocean Terrace, also being the West line of said Public Reservation; thence South 02°58'50" East, along said East Right–of–Way line and West line, for 420.00 feet to the Point of Beginning.

## SURVEYOR'S NOTES:

- This site lies in Section 2, Township 53 South, Range 42 East, City of Miami Beach, Miami–Dade County, Florida.
- Bearings hereon are referred to an assumed value of N 02°58'50" W for the centerline of Collins Avenue.
- Lands shown hereon were not abstracted for easements and/or rights–of–way of records.
- Lands shown hereon containing 11,346 square feet, or 0.260 acres, more or less.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2016–170–NGVD.

## SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on May 8, 2019, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

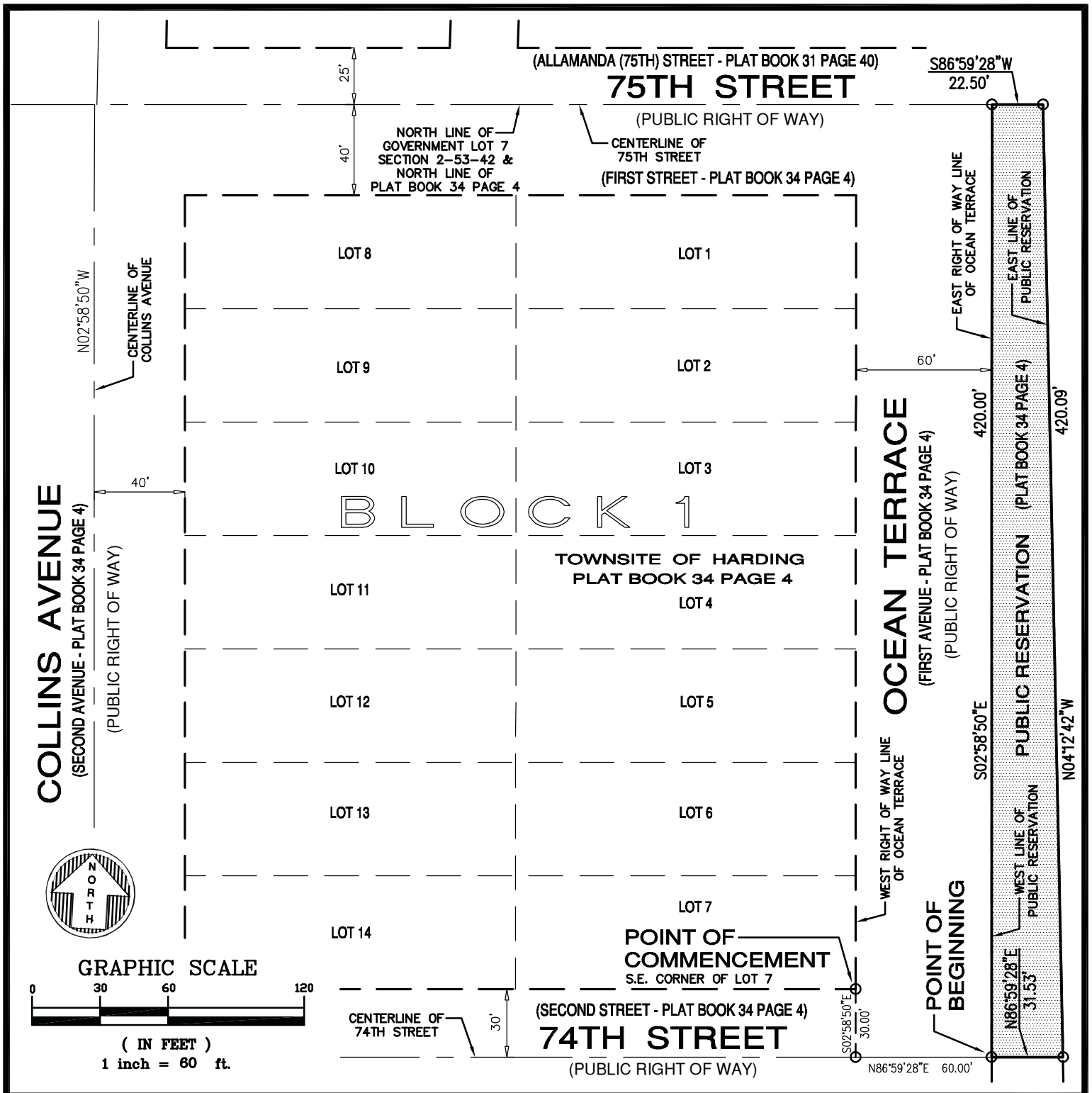
By: _____
Daniel C. Fortin, Jr., For The Firm
Surveyor and Mapper, LS6435
State of Florida.

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| Drawn By | MAP |
| Cad. No. | 190176 |
| Ref. Dwg. | 2016–170 |
| | |
| Plotted: | 5/9/19 7:29a |

**LEGAL DESCRIPTION, NOTES & CERTIFICATION**


**FORTIN, LEAVY, SKILES, INC.**
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com


| | |
|---|---|
| Date | 5/8/19 |
| Scale | NOT TO SCALE |
| Job. No. | 190441 |
| Dwg. No. | 1019–007–K |
| Sheet | 1 of 3 |




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| Drawn By | MAP |
| Cad. No. | 190176 |
| Ref. Dwg. | 2016-170 |
| | |
| Plotted: | 5/9/19 7:29a |

# SKETCH OF DESCRIPTION


FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax: 305-651-7132 / Email fls@flssurvey.com


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|---|---|
| Date | 5/8/19 |
| Scale | 1"=60' |
| Job. No. | 190441 |
| Dwg. No. | 1019-007-K |
| Sheet | 2 of 3 |




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|---|---|
| Drawn By | MAP |
| Cad. No. | 190176 |
| Ref. Dwg. | 2016–170 |
| | |
| Plotted: | 5/9/19 7:29a |

# LOCATION SKETCH


FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax: 305-651-7152 / Email fls@flssurvey.com


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|---|---|
| Date | 5/8/19 |
| Scale | NOT TO SCALE |
| Job. No. | 190441 |
| Dwg. No. | 1019–007–K |
| Sheet | 3 of 3 |

# Exhibit "C"

75th Street Parcel

see following page(s)

## LEGAL DESCRIPTION:

A portion of the Right-of-Way of 75th Street that adjoins Lots 1 and 8 in Block 1, of TOWNSITE OF HARDING, according to the Plat thereof, as recorded in Plat Book 34 at Page 4, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of said Lot 1; thence South 86°59'28" West along the North line of said Lots 1 and 8, also being the South Right-of-Way line of said 75th Street, (First Street per Plat Book 34 at Page 4) for 296.00 feet to the Northwest corner of said Lot 8, also being a point on the East Right-of-Way line of Collins Avenue (Second Avenue per Plat Book 34 at Page 4); thence North 02°58'50" West, along the Northerly prolongation of the West line of said Lot 8, also being said East Right-of-Way line of Collins Avenue for 40.00 feet to a point on the North line of Government Lot 7, lying in Section 2, Township 53 South, Range 42 East, also being the North line of Plat Book 34 at Page 4; thence North 86°59'28" East along said North line of Government Lot 7 for 296.00 feet; thence South 02°58'50" East, along the Northerly prolongation of the East line of said Lot 1, for 40.00 feet to the Point of Beginning.

## SURVEYOR'S NOTES:

- This site lies in Section 2, Township 53 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of N 02°58'50" W for the centerline of Collins Avenue.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- Lands shown hereon containing 11,840 square feet, or 0.272 acres, more or less.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2016-170-NGVD.

## SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on June 13, 2019, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

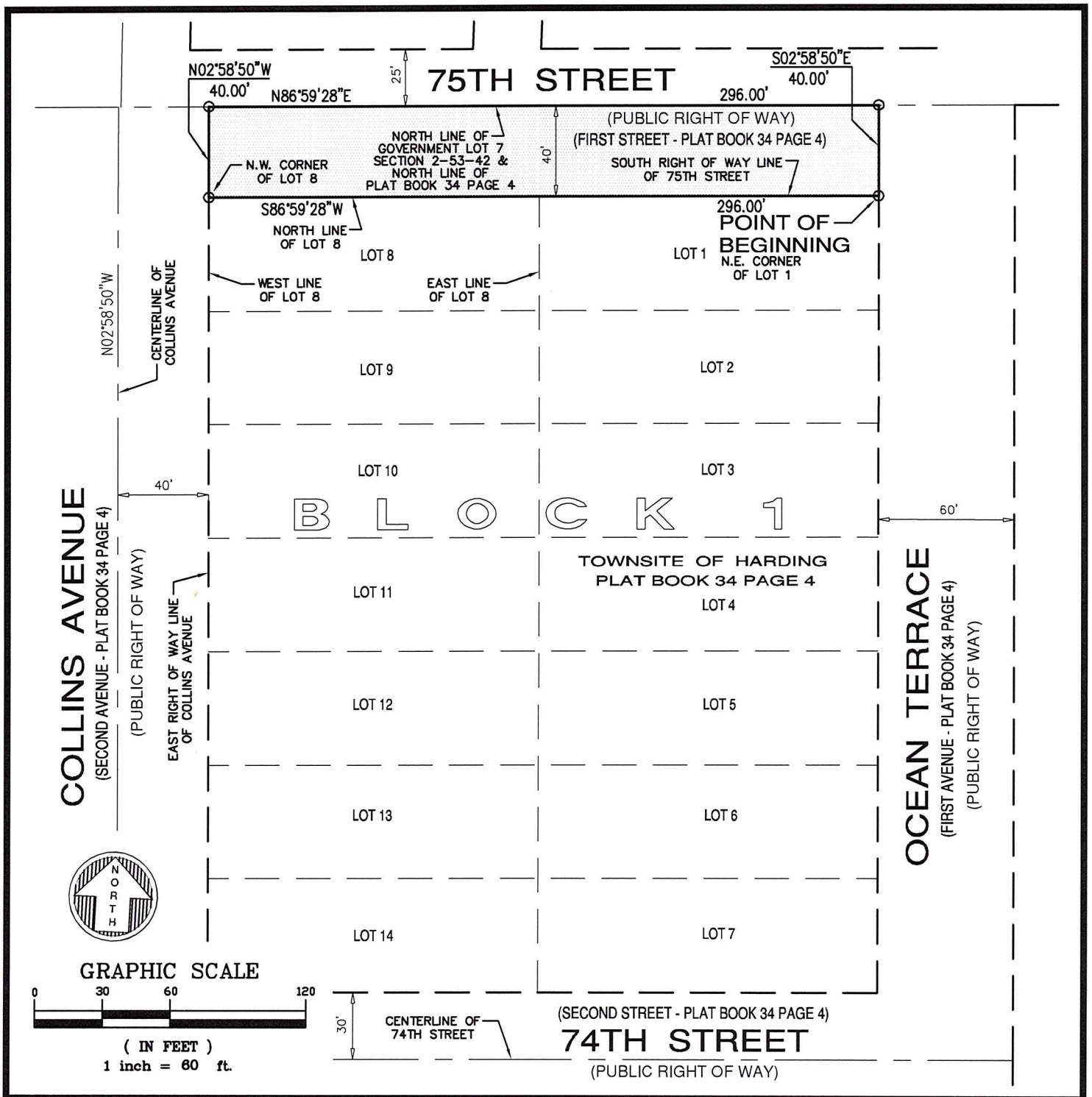
By: _____
Daniel C. Fortin, Jr., For The Firm
Surveyor and Mapper, LS6435
State of Florida.

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| Drawn By | DANJR |
| Cad. No. | 190176 |
| Ref. Dwg. | 2016-170 |
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| Plotted: | 5/9/19 7:29a |

*LEGAL DESCRIPTION, NOTES & CERTIFICATION*

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

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| Date | 6/13/2019 |
| Scale | NOT TO SCALE |
| Job. No. | 190594 |
| Dwg. No. | 1019-007-P |
| Sheet | 1 of 3 |

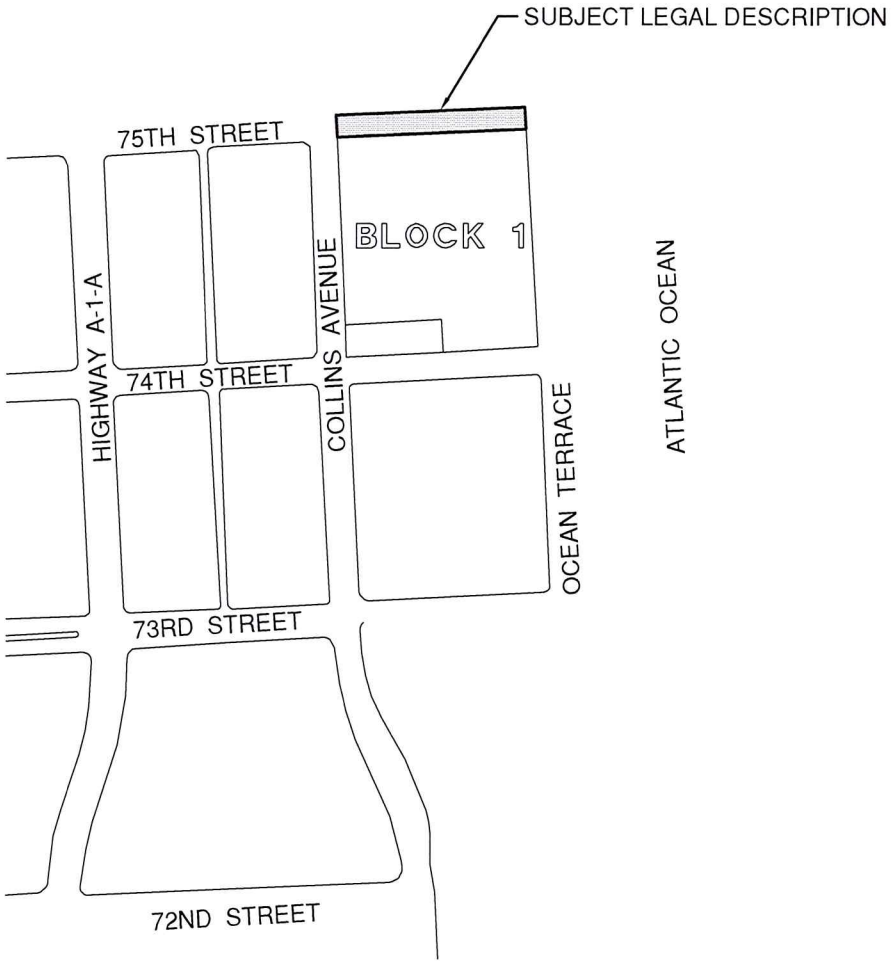



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| Drawn By | DANJR |
| Cad. No. | 190176 |
| Ref. Dwg. | 2016-170 |
| | |
| Plotted: | 5/9/19 7:29a |

# SKETCH OF DESCRIPTION


FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
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|---|---|
| Date | 6/13/2019 |
| Scale | 1"=60' |
| Job. No. | 190594 |
| Dwg. No. | 1019-007-P |
| Sheet | 2 of 3 |




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| Drawn By | DANJR |
| Cad. No. | 190176 |
| Ref. Dwg. | 2016-170 |
| Plotted: | 5/9/19 7:29a |

# LOCATION SKETCH


FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com


| | |
|---|---|
| Date | 6/13/2019 |
| Scale | NOT TO SCALE |
| Job. No. | 190176 |
| Dwg. No. | 1019-007-P |
| Sheet | 3 of 3 |

# Exhibit "D"

74th Street Parcel

see following page(s)

## LEGAL DESCRIPTION:

A portion of the Right–of–Way of 74th Street that adjoins Lots 7 and 14 in Block 1, of TOWNSITE OF HARDING, according to the Plat thereof, as recorded in Plat Book 34 at Page 4, of the Public Records of Miami–Dade County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Lot 7; thence South 86°59'28" West, along the South line of said Lots 7 and 14, also being the North Right–of–Way line of 74th Street (Third Street per Plat Book 34 at Page 4), for 296.00 feet to the Southwest corner of said Lot 14; thence South 02°58'50" East, along the Southerly prolongation of the West line of said Lot 14, also being the East Right–of–Way line of Collins Avenue (Second Avenue per Plat Book 34 at Page 4), for 30.00 feet to a point on the center line of said 74th Street; thence North 86°59'28" East, along said center line, for 296.00 feet to a point on the Southerly prolongation of the East line of said Lot 7; thence North 02°58'50" West, along said Southerly prolongation, for 30.00 feet to the Point of Beginning.

## SURVEYOR'S NOTES:

- This site lies in Section 2, Township 53 South, Range 42 East, City of Miami Beach, Miami–Dade County, Florida.
- Bearings hereon are referred to an assumed value of N 02°58'50" W for the centerline of Collins Avenue.
- Lands shown hereon were not abstracted for easements and/or rights–of–way of records.
- Lands shown hereon containing 8,880 square feet, or 0.204 acres, more or less.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2016–170–NGVD.

## SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on June 13, 2019, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

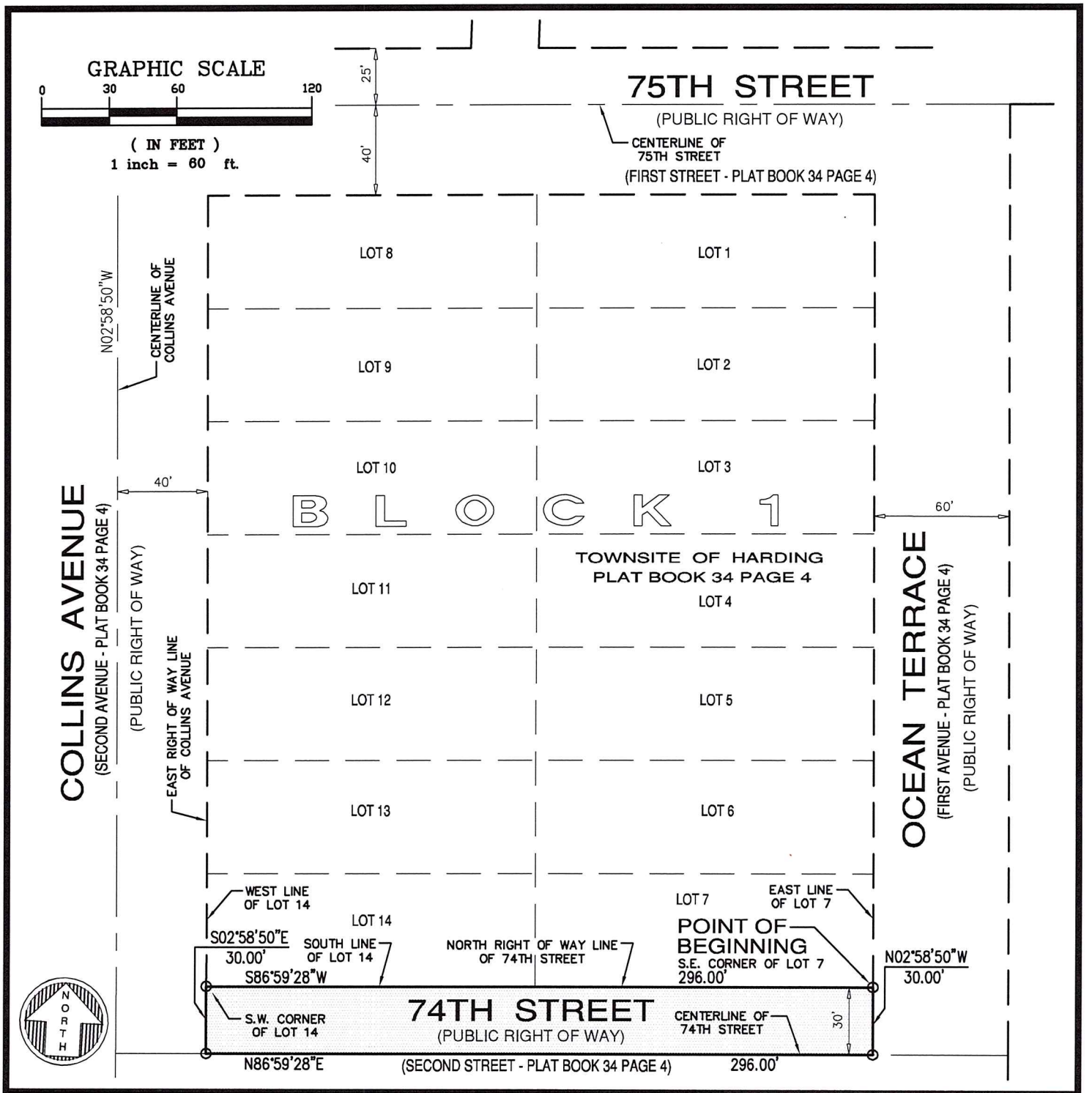
By: _____
Daniel C. Fortin, Jr., For The Firm
Surveyor and Mapper, LS6435
State of Florida.

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| Drawn By | DANJR |
| Cad. No. | 190176 |
| Ref. Dwg. | 2016–170 |
| | |
| Plotted: | 5/9/19 7:29a |

*LEGAL DESCRIPTION, NOTES & CERTIFICATION*

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

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|---|---|
| Date | 6/13/2019 |
| Scale | NOT TO SCALE |
| Job. No. | 190594 |
| Dwg. No. | 1019–007–S |
| Sheet | 1 of 3 |

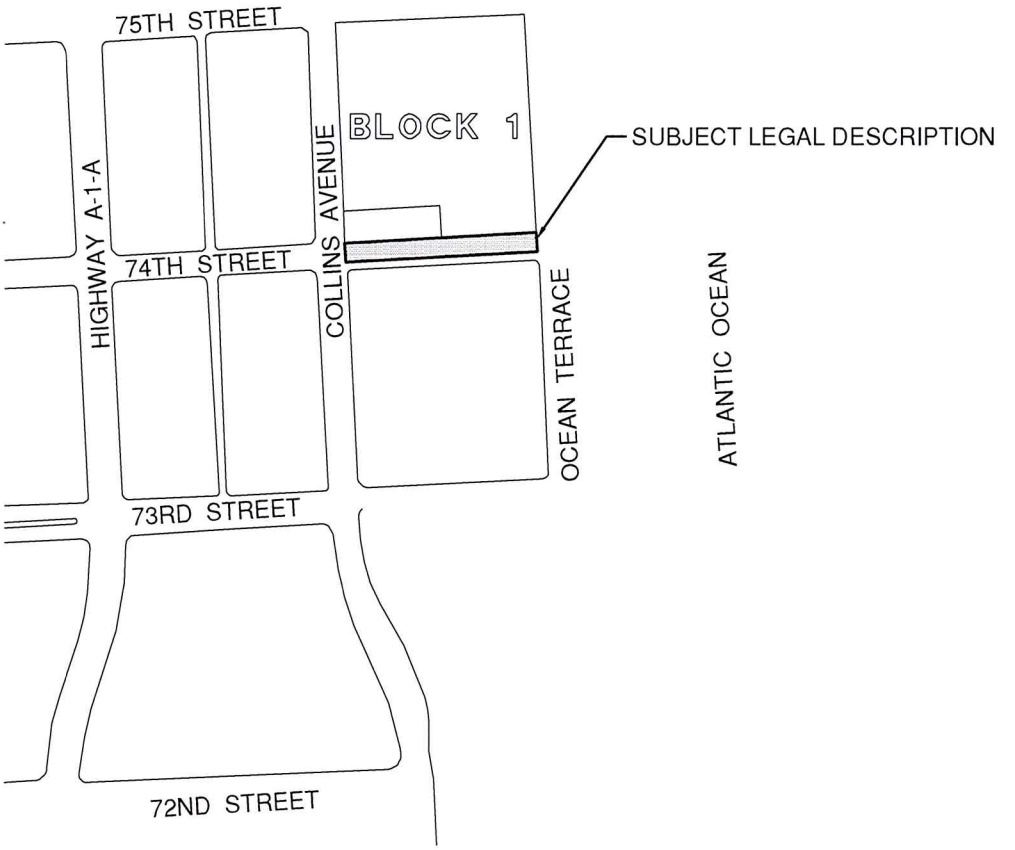



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| Drawn By | DANJR |
| Cad. No. | 190176 |
| Ref. Dwg. | 2016-170 |
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| Plotted: | 5/9/19 7:29a |

# SKETCH OF DESCRIPTION


FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
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|---|---|
| Date | 6/13/2019 |
| Scale | 1"=60' |
| Job. No. | 190594 |
| Dwg. No. | 1019-007-S |
| Sheet | 2 of 3 |




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|---|---|
| Drawn By | DANJR |
| Cad. No. | 190176 |
| Ref. Dwg. | 2016-170 |
| Plotted: | 5/9/19 7:29a |

# LOCATION SKETCH


FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
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| | |
|---|---|
| Date | 6/13/2019 |
| Scale | NOT TO SCALE |
| Job. No. | 190594 |
| Dwg. No. | 1019-007-S |
| Sheet | 3 of 3 |

# Exhibit "E"

Ocean Terrace Parcel

see following page(s)

## LEGAL DESCRIPTION:

A portion of the Right-of-Way of Ocean Terrace that adjoins Lots 1 through 7 in Block 1, of TOWNSITE OF HARDING, according to the Plat thereof, as recorded in Plat Book 34 at Page 4, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Lot 7; thence North 02°58'50" West along the East line of said Block 1, also being the West Right-of-Way line of said Ocean Terrace, (First Avenue per Plat Book 34 at Page 4) for 390.00 feet to a point on the North line of Government Lot 7, lying in Section 2, Township 53 South, Range 42 East, also being the North line of Plat Book 34 at Page 4; thence North 86°59'28" East along said North line of Government Lot 7 for 60.00 feet to a point on the East Right-of-Way line of said Ocean Terrace; thence South 02°58'50" East along said East Right-of-Way line for 420.00 feet to the centerline of 74th Street (Second Street per Plat Book 34, Page 4); thence South 86°59'28" West, along said center line, for 60.00 feet; thence North 02°58'50" West along the Southerly extension of said East line of Block 1 for 30.00 feet to the Point of Beginning.

## SURVEYOR'S NOTES:

- This site lies in Section 2, Township 53 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of N 02°58'50" W for the centerline of Collins Avenue.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- Lands shown hereon containing 25,200 square feet, or 0.537 acres, more or less.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2016-170-NGVD.

## SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on June 13, 2019, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

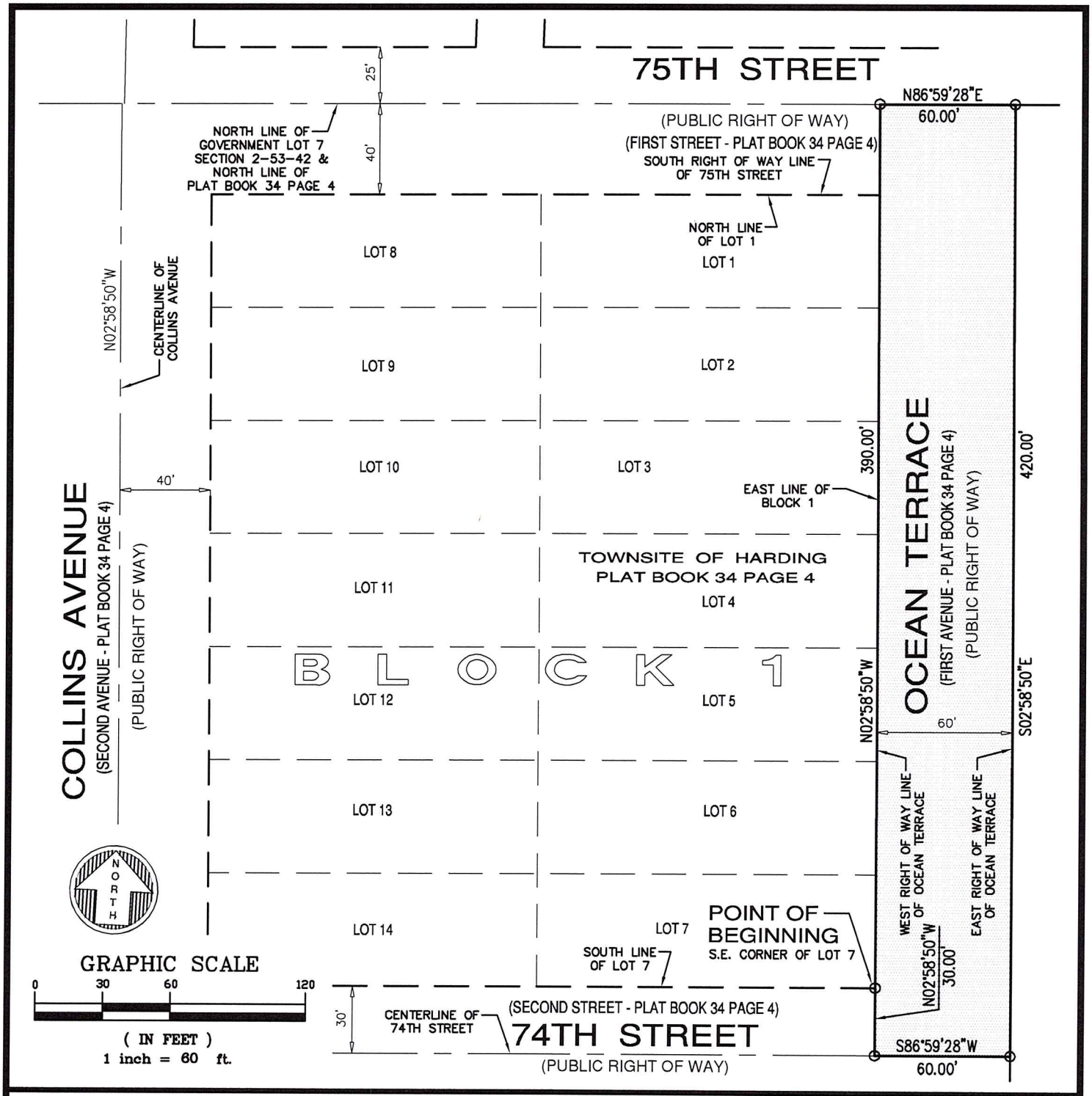
By: _____
Daniel C. Fortin, Jr., For The Firm
Surveyor and Mapper, LS6435
State of Florida.

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| Drawn By | DANJR |
| Cad. No. | 190176 |
| Ref. Dwg. | 2016-170 |
| Plotted: | 5/9/19 7:29a |

LEGAL DESCRIPTION, NOTES & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
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|---|---|
| Date | 6/13/2019 |
| Scale | NOT TO SCALE |
| Job. No. | 190594 |
| Dwg. No. | 1019-007-Q |
| Sheet | 1 of 3 |

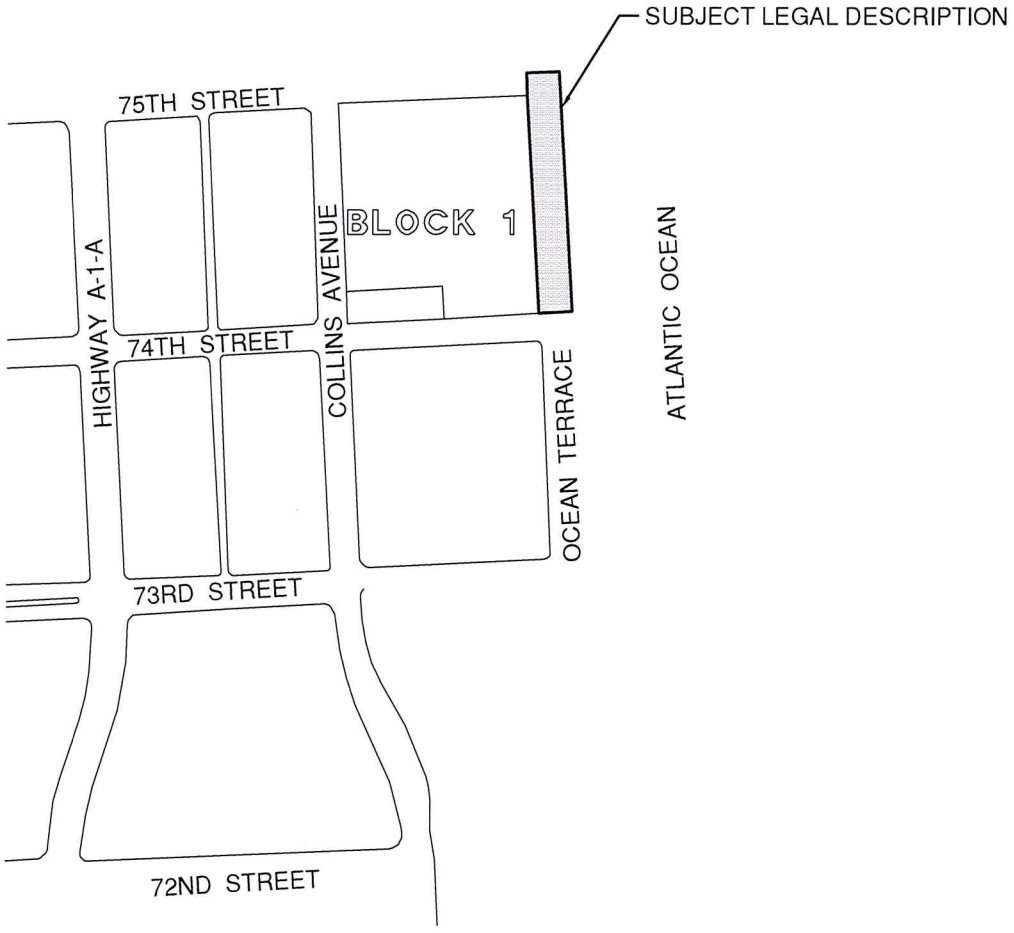



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| Drawn By | DANJR |
| Cad. No. | 190176 |
| Ref. Dwg. | 2016-170 |
| Plotted: | 5/9/19 7:29a |

# SKETCH OF DESCRIPTION


FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
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|---|---|
| Date | 6/13/2019 |
| Scale | 1"=60' |
| Job. No. | 190594 |
| Dwg. No. | 1019-007-Q |
| Sheet | 2 of 3 |




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| Drawn By | DANJR |
| Cad. No. | 190176 |
| Ref. Dwg. | 2016-170 |
| Plotted: | 5/9/19 7:29a |

# LOCATION SKETCH


FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
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| | |
|---|---|
| Date | 6/13/2019 |
| Scale | NOT TO SCALE |
| Job. No. | 190594 |
| Dwg. No. | 1019-007-Q |
| Sheet | 3 of 3 |

# Exhibit "F"

Development Site

Developer Property

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 in Block 1 of Harding Townsite, according to the Plat thereof, as recorded in Plat Book 34, Page 4, of the Public Records of Miami-Dade County, Florida.

Ocean Terrace Parcel

A portion of the Right-of-Way of Ocean Terrace that adjoins Lots 1 through 7 in Block 1, of TOWNSITE OF HARDING, according to the Plat thereof, as recorded in Plat Book 34 at Page 4, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Lot 7; thence North 02°58'50" West along the East line of said Block 1, also being the West Right-of-Way line of said Ocean Terrace, (First Avenue per Plat Book 34 at Page 4) for 390.00 feet to a point on the North line of Government Lot 7, lying in Section 2, Township 53 South, Range 42 East, also being the North line of Plat Book 34 at Page 4; thence North 86°59'28" East along said North line of Government Lot 7 for 60.00 feet to a point on the East Right-of-Way line of said Ocean Terrace; thence South 02°58'50" East along said East Right-of-Way line for 420.00 feet to the centerline of 74th Street (Second Street per Plat Book 34, Page 4); thence South 86°59'28" West, along said center line, for 60.00 feet; thence North 02°58'50" West along the Southerly extension of said East line of Block 1 for 30.00 feet to the Point of Beginning.

74th Street Parcel

A portion of the Right-of-Way of 74th Street that adjoins Lots 7 and 14 in Block 1, of TOWNSITE OF HARDING, according to the Plat thereof, as recorded in Plat Book 34 at Page 4, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Lot 7; thence South 86°59'28" West, along the South line of said Lots 7 and 14, also being the North Right-of-Way line of 74th Street (Third Street per Plat Book 34 at Page 4), for 296.00 feet to the Southwest corner of said Lot 14; thence South 02°58'50" East, along the Southerly prolongation of the West line of said Lot 14, also being the East Right-of-Way line of Collins Avenue (Second Avenue per Plat Book 34 at Page 4), for 30.00 feet to a point on the center line of said 74th Street; thence North 86°59'28" East, along said center line, for 296.00 feet to a point on the Southerly prolongation of the East line of said Lot 7; thence North

02°58'50" West, along said Southerly prolongation, for 30.00 feet to the Point of Beginning.

75th Street Parcel

A portion of the Right-of-Way of 75th Street that adjoins Lots 1 and 8 in Block 1, of TOWNSITE OF HARDING, according to the Plat thereof, as recorded in Plat Book 34 at Page 4, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of said Lot 1; thence South 86°59'28" West along the North line of said Lots 1 and 8, also being the South Right-of-Way line of said 75th Street, (First Street per Plat Book 34 at Page 4) for 296.00 feet to the Northwest corner of said Lot 8, also being a point on the East Right-of-Way line of Collins Avenue (Second Avenue per Plat Book 34 at Page 4); thence North 02°58'50" West, along the Northerly prolongation of the West line of said Lot 8, also being said East Right-of-Way line of Collins Avenue for 40.00 feet to a point on the North line of Government Lot 7, lying in Section 2, Township 53 South, Range 42 East, also being the North line of Plat Book 34 at Page 4; thence North 86°59'28" East along said North line of Government Lot 7 for 296.00 feet; thence South 02°58'50" East, along the Northerly prolongation of the East line of said Lot 1, for 40.00 feet to the Point of Beginning.

# Exhibit "G"

the Park/Streetscape Site

- Ocean Terrace between the City Library property and the Bandshell Park
- 73, 74 and 75 Streets between Collins Avenue and Ocean Terrace

# EXHIBIT H

Prepared by and Return to:

Raul J. Aguila, City Attorney
City of Miami Beach
1700 Convention Center Drive, 4th Floor
Miami Beach, Florida 33139

(Space Reserved for Clerk)

---

**DECLARATION OF RESTRICTIVE COVENANTS**
**IN LIEU OF UNITY OF TITLE**

**KNOW ALL BY THESE PRESENTS** that the undersigned Owners hereby make, declare and impose on the land herein described, the following covenants that will run with the title to the land, which shall be binding on the Owners, their heirs, successors, assigns, personal representatives, mortgagees and lessees, and against all persons claiming by, through or under any of them;

**WITNESSETH**:

**WHEREAS**, the Owners hold fee simple title to certain property in the City of Miami Beach, Florida, located at _____, Miami Beach, Florida, and which is legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**"); and

**WHEREAS**, the Owners and the City of Miami Beach, a Florida municipal corporation (the "**City**"), entered into that certain Development Agreement dated as of _____ ____, 20__, a memorandum of which is recorded in Official Records Book _____, at Page _____ of the Public Records of Miami-Dade County (the "**Development Agreement**"'); and

**WHEREAS**, on _____ [date] the Owners obtained approval of the Historic Preservation Board (HPB) under File No. _____ as recorded in Official Records Book _____, at Page _____ of the Public Records of Miami-Dade; and

**WHEREAS**, the Owners may develop buildings on the Property for sale to multiple owners in a condominium or non-condominium format of ownership and/or in one or more phases; and

**WHEREAS**, this instrument is executed in order to assure that the development of the property with future multiple ownership or phased development will not violate the Land Development Regulations of the City of Miami Beach.

**NOW THEREFORE**, in consideration of the premises, the Owners hereby agree as follows:

1. After a site plan for the Property has been submitted and approved under the City's Land Development Regulations, the Property will be developed as a unified development site in substantial accordance with such approved site plan for the Property. No modification of such approved site plan shall be effectuated without the written consent of the then owner(s) of the portion or phase of the Property for which such proposed modification is sought and the Director of the City's Planning Department (such person, or any successor thereof, is referred to herein as the "**Director**"). No such then owner(s) nor the Director shall unreasonably withhold, condition or delay its consent, provided the proposed modification is in compliance with the Land Development Regulations. Should any such then owner(s) or the Director withhold, condition or delay its consent to any such proposed modification, then the owner(s) seeking the proposed modification shall be permitted to seek the same by application to modify the approved site plan at public hearing before the appropriate City board or the City Commission of Miami Beach, Florida (whichever by law has jurisdiction over such matters). Approval of such application shall be in addition to all other required approvals necessary for the proposed modification sought. Notwithstanding anything to the contrary contained in this Declaration: (a) if any building on the Property (or portion of a building) is developed and sold to multiple owners in a condominium format or non-condominium format of ownership with an owners' association, then only the owners' association (as opposed to each individual unit owner governed by the owners' association) shall be required to give, grant or execute any consent, approval or document required by this Declaration, and such consent, approval or document as given, granted or executed by the owners' association shall bind each and every individual unit owner in such building (or portion of the building) governed by the owners' association; (b) if the Property is developed in phases, then only the owner(s) of the phase(s) affected by the proposed modification shall be required to give, grant or execute any consent, approval or document required by this Declaration, and no consent, approval or document shall be required from the owner(s) of any phase(s) unaffected by such proposed modification shall be required; (c) the City shall not be required to obtain any consent, approval or document from any owner with respect to any proposed modification (including any subsequent zoning application) relating to the "**Park/Streetscape Site**" (as such term is defined in the Development Agreement); and (d) this Declaration of Restrictive Covenants in Lieu of Unity of Title (the "**Declaration**") shall not create any additional obligations for the Owners (or their respective successors and/or assigns) to obtain any consent, approval or document from the City with respect to any proposed modification (including any subsequent zoning application) relating to the "**Development Site**" (as such term is defined in the Development Agreement), other than the written consent of the Director for modifications to the approved site plan, as provided above. Nothing contained in the preceding sentence shall relieve the Owners (and their successors and assigns) from the obligation to obtain any approvals or authorizations from the City required by law or any other instrument or agreement apart from this Declaration.

2. If the Property is developed in phases, then each phase will be developed in substantial accordance with the approved site plan for the Property.

3. In the event the Owners shall convey any portion of the Property to any person or entity subsequent to site plan approval for the Property, each of the subsequent owners shall be bound by the terms, covenants, restrictions and limitations of this Declaration. Owners further agree that they will not convey portions of the Property to any other person or entity unless and until the Owners and such other person or entity shall have mutually executed and delivered, in recordable form, an instrument to be known as an "**easement and operating agreement**" which shall contain, among other things, the following easements to the extent required for the Property to be developed, constructed, conveyed, maintained and operated in accordance with the approved site plan for the Property despite the Property having multiple owners:

(i) Easements in the common area of each parcel for ingress to and egress from the other parcels;
(ii) Easements in the common area of each parcel for the passage and parking of vehicles:
(iii) Easements in the common area of each parcel for the passage and accommodation of pedestrians;
(iv) Easements for access roads across the common area of each parcel to public and private roadways;
(v) Easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;
(vi) Easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;
(vii) Easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;
(viii) Easements on each parcel for attachment of buildings;
(ix) Easements on each parcel for building overhangs and other overhangs and projections encroaching upon such parcel from the adjoining parcels such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;
(x) Appropriate reservation of rights to grant easements to utility companies;
(xi) Appropriate reservation of rights to grant road rights-of-way and curb cuts;
(xii) Easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and

(xiii) Appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and common facilities and the like.

These easement, reservation and agreement provisions (or portions thereof) will be waived by the Director if they are not applicable to the portion of the Property then being conveyed (such as, but not limited to, conveyances to purchasers of individual condominium units, or conveyance that are separated by a street or road). These easement, reservation and agreement provisions shall not otherwise be waived or amended without prior written approval of the City Attorney. In addition, the easement and operating agreement shall contain such other provisions with respect to the development, construction, conveyance, maintenance and operation of the Property as to which the parties thereto may agree, all to the end that although the Property may have several owners, it will be developed, constructed, conveyed, maintained and operated in accordance with the site plan approved for the Property.

4. The provisions of this Declaration shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then owner(s) of the Development Site and the Director (acting for and on behalf of the City) upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Development Site for the purposes herein intended.

5. The terms, covenants, restrictions and limitations of this Declaration may be amended, modified or released by a written instrument executed by the then owner(s) of the Development Site (with joinders by all mortgagees) and the Director (acting for and on behalf of the City). Should this Declaration be so modified, amended or released, then the Director shall forthwith execute a written instrument effectuating and acknowledging such amendment, modification or release; it being acknowledged and agreed that no amendment, modification or release of this Declaration shall be effective without the Director's written approval of, or execution of a written instrument effectuating and acknowledging, such amendment, modification or release.

6. Enforcement of the terms, covenants, restrictions and limitations of this Declaration shall be by action against any parties or persons violating or attempting to violate any such terms, covenants, restriction or limitation of this Declaration. The prevailing party to in action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services

of his attorney. As used herein, the term "prevailing party" means the party who receives substantially the relief sought upon final, non-appealable judgment, order, or other disposition of a court of competent jurisdiction. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

7. Invalidation of any term, covenant, restriction or limitation of this Declaration by a final, non-appealable order of a court of competent jurisdiction shall not affect any of the other term, covenant, restriction or limitation of this Declaration, all of which shall remain in full force and effect.

8. This Declaration shall be recorded in the public records of Miami-Dade County at the Owners' expense.

9. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

10. In the event of any violation of this Declaration, in addition to any other remedies available, the City is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Declaration is complied with.

11. This Declaration is recorded for the limited purpose of ensuring that the Property is developed as a unified development site under the City's land development regulations and is not intended to and does not modify, limit, or derogate any rights or privileges that may benefit the Property or any portion thereof, including, without limitation, any available exemption from or reduction in ad valorem taxation and assessments, nor does this Declaration prohibit the division of the Property into independent tax parcels and folios as the Owner may deem necessary or appropriate in its sole discretion, and all such rights and privileges are hereby expressly reserved.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK—SIGNATURE PAGES TO FOLLOW]**

**Signed, witnessed, executed and acknowledged on this ____ day of _____, _____.**

**[*Note: All others require attachment of original corporate resolution of authorization]**

**WITNESSES**:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

**OWNER**:

_____
Individual Signature

_____
Print Name

_____
Name of Corporate Entity

_____
Position with Corporate Entity (Prez. VP, CEO)

Address: _____

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ _____, who is personally known to me or has produced _____, as identification.

Witness my signature and official seal this _____ day of _____, _____, in the County and State aforesaid.

_____

My Commission Expires:

Notary Public-State of _____

_____
Print Name

**Signed, witnessed, executed and acknowledged on this ____ day of _____, _____.**

**WITNESSES**:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

**OWNER**:

_____
Individual Signature

_____
Print Name

Address: _____

_____

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ _____, who is personally known to me or has produced _____, as identification.

Witness my signature and official seal this ____ day of _____, _____, in the County and State aforesaid.

_____

Notary Public-State of _____

My Commission Expires:

_____
Print Name

**Approved:**

_____ _____
Director of Planning Date

**Approved as to form & language & for execution:**

_____ _____
City Attorney Date

**EXHIBIT A**

# EXHIBIT "I"

**This instrument was prepared by:**

**Name:** _____
**Address:** _____
_____
_____

---

**HOLD HARMLESS AGREEMENT**

***WHEREAS***, the undersigned owners, _____ (collectively, the "Owners"), hold the fee simple title to that certain parcel of land, which is legally described in Exhibit "A", hereinafter the "Property";

***WHEREAS***, the Owners and the City of Miami Beach (the "City") have entered into a Development Agreement pursuant to Sections 163.3220-163.3243, Florida Statutes, the "Florida Local Government Development Agreement Act" and Section 118-4 of the City's Code (the "Development Agreement");

***WHEREAS***, the Development Agreement contemplates that the Owners will develop, design and construct certain park/streetscape improvements on a portion of the Property for use by the general public (the "Park/Streetscape Site"), which parcel is legally described in Exhibit "B" (the "Park/Streetscape Project");

***WHEREAS***, the Development Agreement contemplates that the Owners will construct a proposed mixed use development consistent with the City's Land Development Regulations for the Ocean Terrace Overlay District and in accordance with the requirements of the Development Agreement (the "Project") on a portion of the Property (the "Development Parcel"), which parcel is legally described in Exhibit "C";

***WHEREAS***, as contemplated under the Development Agreement, the Owners wish to obtain building permits, including phased permits, for the construction of the Project prior to the completion and acceptance by the City of the Park/Streetscape Project (the "Building Permits");

***WHEREAS***, the Development Agreement provides that until the Owners have improved, and the City has accepted, both "Phase 1" and "Phase 2" of the Park/Streetscape Project as defined in the Development Agreement, or until such condition is deemed satisfied in accordance with the terms of the Development Agreement, the Owners are not to receive any certificate of occupancy or a temporary certificate of occupancy for any part of the Project (the "Park Contingency");

**NOW, THEREFORE,** in order to assure the City that the representations made by the Owners in the Development Agreement will be abided by, the Owners freely, voluntarily, and without duress, make the following declaration of restrictions covering and running with the Property:

1. Owners agree that no certificate of occupancy or temporary certificate of occupancy for the Project will be granted until the Park Contingency has been satisfied.

2. Owners agree that they will not file or cause to be filed any request for a certificate of occupancy or temporary certificate of occupancy for any part of the Project until the Park Contingency has been satisfied.

3. Owners acknowledge that, if they obtain the Building Permits prior to the satisfaction of the Park Contingency, they will be proceeding at their own risk and agree that they will not make or commence any claim or action against the City (including, without limitation, a vested/property rights claim) as a result of the City's issuance of the Building Permits prior to the satisfaction of the Park Contingency. Further, Owners agree that the issuance of the Building Permits prior to the satisfaction of the Park Contingency would not be a grant of any vested right whatsoever to the Owners to occupy the Project prior to the satisfaction of the Park Contingency.

4. Owners acknowledge that condition (2) above shall appear on the face of any and all Building Permits issued by the City pursuant to this Agreement prior to the satisfaction of the Park Contingency.

5. Owners acknowledge that the City, in its regulatory capacity, reserves the right to evaluate all applications for Building Permits for compliance with all existing laws, ordinances, and regulations controlling the issuance of building permits for construction within the City.

6. Owners agree to indemnify, defend, save, and hold harmless the City from any claims, demands, liabilities, losses, and causes of action of any nature whatsoever actually sustained by or brought against the City due to the City's issuance of Building Permits for the Project prior to the satisfaction of the Park Contingency in accordance with this Agreement, including, without limitation, reasonable, out-of-pocket attorneys' fees and expenses incurred by the City in the defense of any such claim, demand, or cause of action.

7. Additional Provisions:

a. **Covenant Running with the Land**. This Agreement shall constitute a covenant running with the land and may be recorded, at Owners' expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the Owners, and their heirs, successors, and assigns until such time as the same is modified, released, terminated or extinguished (including, without limitation, pursuant to paragraph 8(b) below). These restrictions during their lifetime shall be for the benefit of, and a limitation upon, all present and future owners of the Property and for the benefit of the City and the public welfare. However, notwithstanding any other provision of this Agreement, nothing herein shall be binding upon the City in the event that the City takes ownership to any portion of the Property, and Owners, and their heirs, successors, and assigns, acknowledge that acceptance of this Agreement does not in any way obligate or provide a limitation on the City.

b. **Term.** This Agreement is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Agreement is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless earlier terminated, modified, or released as provided in this Agreement. Notwithstanding the foregoing, this Agreement shall terminate automatically upon the earlier of (i) the satisfaction of the Park Contingency in accordance with the terms of the Development Agreement, or (ii) the expiration or termination of the Development Agreement (other than termination by the City for an uncured

Developer "Event of Default," as defined in the Development Agreement). The City covenants and agrees, promptly upon the request of the then-owner(s) of the Property following such termination, to execute and deliver to such then-owner(s) an instrument in recordable form that terminates, releases, and discharges this Agreement from the Property and the public record.

c. **Modification, Amendment, Release**. Except as provided in Paragraph 8(b) above with respect to the automatic termination and extinguishment of this Agreement, this Agreement may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the then-owner(s) of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the City.

d. **Enforcement**. Enforcement shall be by action against any parties or persons violating, or attempting to violate, any term, covenant, condition, or provision of this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney. As used herein, the term "prevailing party" means the party who receives substantially the relief sought upon final, non-appealable judgment, order, or other disposition of a court of competent jurisdiction. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

e. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

f. **No Restriction of Regulatory Remedies**. The City shall retain all regulatory remedies and enforcement powers associated with the review, issuance, and enforcement of building permits and their requirements, and the remedies and privileges granted herein shall be deemed to be cumulative to any such regulatory remedies and enforcement powers.

g. **Severability**. Invalidation of any one of the terms, covenants, conditions, or provisions of this Agreement, by judgment of court of competent jurisdiction, shall not affect any of the other terms, covenants, conditions, or provisions of this Agreement, which shall remain in full force and effect.

h. **Recording**. This Agreement shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners. This Agreement shall become effective immediately upon recordation.

i. **Acceptance of Agreement.** Acceptance of this Agreement does not obligate the City in any manner to make, nor does it entitle the Owners to, a favorable recommendation or approval of any application, zoning or otherwise, and the City and its boards, departments and/or agencies retain their full power and authority to deny each such application in whole or in part and to decline to accept any conveyance or dedication.

j. **Owner.** The term Owners shall include the Owners and their heirs, successors, and assigns, except that Owners shall not refer to the City.

[Execution Pages Follow]

# EXHIBIT "I"

IN WITNESS WHEREOF, _____., has caused these present to be signed in its name on this ____ day of _____, 201_.

WITNESSES:

_____, a Florida limited liability company

_____

Signature

By: _____

Print Name: _____

Title: _____

_____

Print Name

Address: _____

_____ _____

Signature

_____

Print Name

STATE OF FLORIDA )

) SS:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this ___ day of _____, 201_, by _____, as _____ of _____, a Florida limited liability company, on behalf of said corporation, who is personally known to me or has produced _____ as identification.

My Commission Expires:

_____

**Notary Public – State of Florida**

_____

Printed Name

# EXHIBIT “I"

**EXHIBIT "A"**

**LEGAL DESCRIPTION:**

# EXHIBIT “I"

**EXHIBIT "B"**

**LEGAL DESCRIPTION:**

# EXHIBIT “I"

**EXHIBIT "C"**

**LEGAL DESCRIPTION:**

# EXHIBIT "J"
# CONCEPT AND PHASING PLANS



PHASING PLAN



# Exhibit K

## Vacation Resolution

## [to be inserted following City Commission approval thereof]

# EXHIBIT "L"

This instrument was prepared by:

Name: Raul J. Aguila, City Attorney
Address: City of Miami Beach
1700 Convention Center Drive, 4th Floor
Miami Beach, Florida 33139

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**EASEMENT AGREEMENT**
**(Ocean Terrace, 74th Street and 75th Street Easement)**

THIS EASEMENT AGREEMENT (the "**Agreement**"), is made this ____ day of _____, 201__, by _____, having an address of _____ (together with its successors and permitted assigns, the "**Owner**") in favor of the City of Miami Beach, a Florida municipal corporation (together with its successors and permitted assigns, the "**City**").

WITNESSETH:

**WHEREAS**, the Owner holds fee simple title to that certain real property more specifically described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**");

**WHEREAS**, the real property more specifically described on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Easement Area**") is contained within the Property; and

**WHEREAS**, the Owner seeks to grant a perpetual non-exclusive easement in, upon, under and through the Easement Area in favor of the City for the "Easement Purposes" (as hereinafter defined).

**NOW THEREFORE**, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound hereby agree as follows:

1. Recitals. The above recitals are true and correct and by this reference are hereby incorporated into the body of this Agreement as if fully set forth herein.

2. Grant of Easement. The Owner hereby grants to the City a perpetual, non-exclusive and irrevocable easement in, upon, under and through the Easement Area for the purposes of:

(a) providing to the general public, and to the City and its invitees, agents, employees, contractors, and licensees (including, without limitation, Owner and Owner's officers, employees, agents, contractors, subcontractors, invitees, and licensees), an unrestricted way of passage, right of ingress and egress, access to, and reasonable use of, the Easement Area, including, without limitation, for public recreational purposes, and pedestrian and vehicular access over and across the Easement Area;

(b) constructing, installing, operating, using, maintaining, repairing and replacing landscaping, sidewalks, pedestrian or bicycle paths, walkways, decks, street lighting, traffic or directional signage, underground utilities, drainage, roadways, parks, and streetscape-related infrastructure, or any other

improvements which City, in its reasonable discretion, deems necessary for the protection of the health, safety or welfare of the general public (collectively, the "**Improvements**") within the Easement Area;

(c) authorizing the City to grant third parties providing utility services (the "**City Grantees**") the right to use and occupy the Easement Area for the sole purpose of providing any such utilities, without any need for Owner approval of any City Grantee; and

(d) taking all other actions as may be reasonably necessary, without any need for Owner approval thereof, to develop and install Improvements within the Easement Area, or to operate the Easement Area, solely for public purposes, in the same manner as otherwise applicable to any public right of way areas of the City pursuant to the Code of Ordinances of the City of Miami Beach, Florida, as the same may be amended from time to time (the "**City Code**"), including, without limitation, the issuance by the City of temporary special event permits for cultural, recreational or other programming, sidewalk café permits, or any other actions as may be lawfully undertaken by the City on public right of way areas of the City (collectively, the "**Easement Purposes**"). The term "**utilities**" shall include, but not be limited to, water, sewer, stormwater, electrical, gas, telecommunications, telephone and cable.

3. Maintenance, Casualty, and Condemnation. From and after Owner's "**Substantial Completion**" of the "**Park/Streetscape Improvements**," as such terms are defined under that certain Development Agreement between the City and _____, dated _____, 2019 (the "**Ocean Terrace Development Agreement**"), City shall be responsible, at City's sole cost and expense, for maintaining the Easement Area and the Park/Streetscape Improvements, including all landscaping and vegetation therein, in accordance with those standards and criteria contained in the final approved plans and specifications for the Park/Streetscape Improvements. In the event that any portion of the Easement Area and/or the Park/Streetscape Improvements is damaged or destroyed by fire, flood, storm, or other casualty or by the act or omission of the City, any of the City's agents, employees, contractors, vendors, operators, representatives, licensees, or any other party retained by the City or for whom the City is legally responsible, or by the general public, City shall be solely responsible for any repair or restoration of the Easement Area, subject to an appropriation of funds by the City Commission, if any is required, in the same manner as applicable to other public right of way areas of the City. In addition, if any portion of the Easement Area is taken or condemned in any manner as a result of the exercise of the power of eminent domain by any governmental authority for any public or quasi-public use, including, without limitation, a conveyance or assignment in lieu of condemnation or taking, then this Agreement shall immediately terminate as to any portion of the Easement Area so taken, and the parties hereto shall be released automatically from all further obligations under this Agreement with respect to area taken, except for those obligations that expressly survive the termination of this Agreement. The Owner, its successors and assigns, will be entitled to receive the entire amount of any award made for any partial or complete taking of the Easement Area.

4. Construction in Easement Area.

A. If the City elects to construct and/or install any Improvements within the Easement Area, the City hereby acknowledges and agrees that: (a) all fees, costs and expenses associated with the Improvements (including, without limitation, the design, permitting, construction, installation, operation, use, maintenance, repair and replacement thereof) shall be paid in full by the City; (b) the design and construction of all Improvements shall be performed and completed by the City (i) in a good and workmanlike manner, (ii) free from liens and defects, and (iii) in full compliance with all laws, rules, regulations, ordinances, codes and other requirements of governmental and quasi-governmental authorities having jurisdiction; and (c) upon final completion of the Improvements, the City shall (i) remove all debris, equipment and materials from the Easement Area, (ii) fill, compact, grade and otherwise restore the Easement Area to substantially the same condition as existed prior to commencement of the Improvements, including harmonizing the soil levels within the Easement Area and the lands adjacent thereto, and (iii) keep and maintain the

Improvements (and all parts and components thereof) in good condition, repair and working order at all times.

B. Following the Owner's Substantial Completion and delivery to the City of the Park/Streetscape Improvements, if the Owner elects to construct and/or install any infrastructure or other improvements within or above the Easement Area for Owner's use (the "**Owner Improvements**"), the Owner hereby acknowledges and agrees that any such Owner Improvements shall be subject to and contingent upon the prior approval of the City Commission, and further agrees that: (a) all fees, costs and expenses associated with the Owner Improvements (including, without limitation, the design, permitting, construction, installation, operation, use, maintenance, repair and replacement thereof) shall be paid in full by the Owner; (b) the design and construction of all Owner Improvements shall be performed and completed by the Owner (i) in a good and workmanlike manner, (ii) free from liens and defects, and (iii) in full compliance with all laws, rules, regulations, ordinances, codes and other requirements of governmental and quasi-governmental authorities having jurisdiction; and (c) upon final completion of the Owner Improvements, the Owner shall (i) remove all debris, equipment and materials from the Easement Area, (ii) fill, compact, grade and otherwise restore the Easement Area to substantially the same condition as existed prior to commencement of the Owner Improvements, including harmonizing the soil levels within the Easement Area and the lands adjacent thereto, and (iii) keep and maintain the Owner Improvements (and all parts and components thereof) in good condition, repair and working order at all times.

5. Miscellaneous.

5.1 This Agreement shall be governed by, enforced and construed under the laws of the State of Florida. Venue for all actions, litigation and/or other proceedings arising out of this Agreement shall be exclusively in Miami-Dade County, Florida. BY ENTERING INTO THIS AGREEMENT, OWNER AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT. The prevailing party in any action, litigation or other proceeding that is based on any claim, controversy or other disputed matter arising under, out of or in connection with this Agreement shall recover from the non-prevailing party all fees, costs and expenses (including, without limitation, reasonable attorneys' fees and costs through all trial, appellate and post-judgment levels and proceedings) incurred by the prevailing party in such action, litigation or other proceeding. As used herein, the term "Prevailing Party" means the party who receives substantially the relief sought upon final, non-appealable judgment, order, or other disposition of a court of competent jurisdiction. The provisions of this Section shall survive the termination or expiration of this Agreement.

5.2 The parties hereby acknowledge and agree that each has had an opportunity to be represented by or consult with independent legal counsel and that any rule of construction which provides that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Agreement. If any term, provision or portion of this Agreement is for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such term, provision or portion of this Agreement shall be given it nearest valid, legal and enforceable meaning, or construed as deleted, whichever such court may determine, and the same shall not invalidate the remaining terms, provisions and/or portions of this Agreement, which remaining terms, provisions and portions of this Agreement will remain in full force and effect.

5.3 This Agreement includes all exhibits attached hereto. This Agreement, together with all such exhibits, contains the entire agreement and understanding between the parties relating to the subject matter of this Agreement, and all prior or contemporaneous terms, covenants, conditions, representations, warranties, statements, agreements and understandings made by or on behalf of the parties, whether oral or written, are merged herein.

5.4 This Agreement may not be amended, modified or terminated except by a written instrument executed by the Owner and the City through its City Manager, or his designee, or the successor administrative officer with jurisdiction over the matter, and which is recorded in the Public Records of Miami-Dade County, Florida. All provisions of this Agreement, including the benefits and burdens of the same, are covenants that run with the land, are not intended to be executory in nature, and shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, legal representatives, successors and assigns.

5.5 The failure of any party to insist in any one or more instances upon strict performance of any term, covenant, condition or other provision of this Agreement will not be construed as a waiver or relinquishment of the future enforcement of such term, covenant, condition or other provision of this Agreement.

5.6 Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. The section and paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the terms or provisions set forth therein.

5.7 This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement.

5.8 This Agreement shall never be construed as a conveyance in any manner whatsoever of fee simple title to any portion of the Property or the Easement Area; it being intended by the parties that this Agreement conveys only an easement interest with respect to the Easement Area for the specific uses and purposes set forth herein.

5.9 All of the rights, easements and interests herein created and granted are and shall be limited to and utilized solely for the uses and purposes expressly set forth herein. Except for Owner's use of the Easement Area in the same manner as made available to the general public pursuant to the purposes authorized pursuant to Section 2(a) herein or to effectuate the terms and conditions of the Development Agreement, Owner shall not otherwise use the Easement Area for any other purpose, or make any Owner Improvements to the Easement Area, without the City's consent, which consent may be withheld by the City Manager, if the City Manager determines, at his or her reasonable discretion, that such proposed uses or Owner Improvements would interfere in any material respect with the exercise by the public or by the City of the rights granted to the public and the City herein.

5.10 Owner shall not withhold or obstruct City's access to the Easement Area for any of the purposes authorized in Section 2 of this Agreement.

5.11 This Agreement and the rights, easements and interests herein created and granted shall only become effective upon the recordation of this Agreement in the Public Records of Miami-Dade County. This Agreement and the rights, easements and interests herein created and granted shall run with the land, and shall be binding on all persons holding title to said lands.

5.12 Nothing in this Agreement shall be construed to create a joint venture, partnership, tenancy in common, or joint tenancy relationship between the Owner and the City, nor shall this Agreement render either party liable for the debts or obligations of the other party.

6. Notice. All notices, demands, requests or other communications which may be or are required to be given, served, or sent by either the Owner or the City pursuant to this Agreement shall be in writing and addressed as follows:

| | |
|---|---|
| If to Owner: | _____<br>_____<br>_____<br>_____ |
| With a copy to: | _____<br>_____<br>_____<br>_____ |
| If to the City: | City of Miami Beach<br>Attn: City Manager<br>1700 Convention Center Drive, 4th Floor<br>Miami Beach, Florida 33139 |
| With copies to: | City of Miami Beach<br>Attn: Public Works Director<br>1700 Convention Center Drive, 4th Floor<br>Miami Beach, Florida 33139 |

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Any notice or other communication (i) sent by certified United States mail, postage prepaid, return receipt requested will be deemed effectively given or received on the third (3rd) business day following the postmark date of such notice or other communication; (ii) sent by overnight courier or by hand will be deemed effectively given or received upon receipt or refusal, as the case may be; and (iii) sent by electronic mail will be deemed effectively given or received on the day of transmission of such notice if sent on a business day before 6:00 P.M. Eastern Standard Time, or on the following business day if sent after 6:00 P.M. Eastern Standard Time or on a non-business day. Any notice or other communication given in the manner provided above by counsel for either party will be deemed to be notice or such other communication from the party represented by such counsel.

7. City Indemnity. Solely to the extent and limits permitted by Section 768.28 of the Florida Statutes, and without waiving any rights or defenses therein, the City shall indemnify, defend and hold the Owner harmless from and against all claims, demands, causes of action, suits, losses, damages, liabilities, liens, judgments, fees, costs, expenses and other charges (including, without limitation, reasonable attorneys' fees and costs through all trial, appellate and post judgment levels and proceedings) (collectively, the "**Claims**") commenced, incurred and/or paid by or against the Owner to the extent the Claims arise from: (a) the willful misconduct or negligent use of the Easement Area by the City or any successor, assign and/or City Grantee thereof expressly approved by the City Commission; (b) the design, construction, installation, operation, use, maintenance, repair and/or replacement of, or the failure to properly design, construct, install, operate, use, maintain, repair and/or replace, any Improvements by the City or any successor, assign and/or City Grantee thereof expressly approved by the City Commission; and (c) any default, breach or violation of any term, covenant, condition or provision of this Agreement by the City or any successor, assign and/or City Grantee thereof expressly approved by the City Commission, including, without limitation, any failure by the City to maintain, repair, and restore the Easement Area and the Park/Streetscape Improvements in accordance with Section 3 of this Agreement. Notwithstanding anything to the contrary

contained in this Agreement: (y) nothing in this Agreement shall impair, limit or prohibit any rights or remedies the Owner has against any person or entity using or occupying the Easement Area under, through or as an assignee of the City or a City Grantee; and (z) the obligation of the City to indemnify, defend and hold the Owner harmless as set forth herein shall not apply to the extent any such Claims arise from the gross negligence or willful misconduct of the Owner or any successor, assign and/or grantee thereof. Nothing herein shall be construed to increase or otherwise waive any limits of liability or immunity afforded to the City under the laws of the State of Florida, including, without limitation, the limitations of liability and immunities set forth in Section 768.28 of the Florida Statutes.

8. Insurance. The City agrees to maintain a self-insurance fund, in compliance with Sections 768.28(16)(a) and 440.09, Florida Statutes, in the same manner as provided by the City with respect to other public right of ways of the City, to cover liability, workmen's compensation, and other claims that may arise against the City with respect to this Agreement or the use of the Easement Area. Owner shall maintain insurance sufficient to cover Owner's liability exposure with respect to the Easement Area, which insurance shall include Commercial General Liability Insurance, including Products-Completed Operations and Contractual Liability, in an amount not less than $1,000,000 combined single limit per occurrence, and $2,000,000 in the aggregate, for bodily injury and property damage, and Workmen's Compensation as required by law. Owner shall name the City as an additional named insured on the Certificates of Insurance for Commercial General Liability Insurance, and upon request of the City, shall provide City with a certificate of insurance evidencing the foregoing coverages.

9. Owner Indemnity. The Owner shall indemnify, defend and hold the City harmless from and against all Claims commenced, incurred and/or paid by or against the City to the extent the Claims arise from the design, construction, installation, operation, use, maintenance, repair and/or replacement of, or the failure to properly design, construct, install, operate, use, maintain, repair and/or replace, any Owner Improvements by the Owner. Notwithstanding anything to the contrary contained in this Agreement, the obligation of the Owner to indemnify, defend and hold the City harmless as set forth herein shall not apply to the extent any such Claims arise from the gross negligence or willful misconduct of the City, any successor or assign of the City, any City Grantee, and/or the general public.

10. Liability Limitation. The Owner, pursuant to and in accordance with the terms and conditions of this Agreement, makes the Easement Area available to the public free of charge for outdoor recreational purposes. Accordingly, to the maximum extent permitted by law, Owner may avail itself of the limitations of liability afforded pursuant to Section 375.251, Florida Statutes, to the fullest extent applicable to the Easement Area.

11. Ad Valorem Taxes and Assessments. The parties acknowledge that the Easement Area historically has been used and controlled by the City as a public right-of-way and, therefore, has been exempt from ad valorem taxation and assessments. As this Agreement is intended to ensure the continued use of the Easement Area solely for public purposes, the City covenants to cooperate with any efforts by the Owner to exempt the Easement Area from ad valorem taxation, by providing documentation to Owner, as may be reasonably necessary, to evidence the public uses of the Easement Area. Notwithstanding the foregoing, Owner shall be solely responsible for the payment of any ad valorem taxes or assessments, if any, with respect to the Easement Area.

12. Mortgages and Encumbrances. This Agreement is made subject to, and with the benefit of, all matters of record. To the extent the Easement Area is presently encumbered by a mortgage, Owner agrees to request that its mortgagee join in and consent to this Agreement and subordinate its mortgage lien to the easements granted herein. In addition, the Owner hereby reserves the right, for itself and its successors and assigns, to encumber all or any portion of the Easement Area, at any time

and from time to time, with one or more mortgages, deeds of trust, or other financing instruments. Any mortgage hereafter encumbering or otherwise affecting any portion of the Easement Area shall at all times be subject and subordinate to the terms of this Agreement (and any modifications thereto, from time to time), and any party foreclosing any such mortgage, or acquiring title by deed in lieu of foreclosure, shall acquire title subject to all of the terms and provisions of this Agreement (and any modifications thereto, from time to time). No breach of the provisions of this Agreement shall defeat or render invalid the lien of any mortgage made in good faith for value covering any part of the Easement Area and any improvements thereon.

13. Assignment. Prior to Substantial Completion of the Park/Streetscape Improvements in accordance with the Ocean Terrace Development Agreement, the Owner shall only be permitted to assign or transfer its rights and/or delegate the performance of its obligations under this Agreement to a "Permitted Transferee," as defined in the Ocean Terrace Development Agreement. Following Substantial Completion of the Park/Streetscape Improvements, the Owner may assign or transfer its rights and/or delegate the performance of its obligations under this Agreement to any person or entity in accordance with the Ocean Terrace Development Agreement, so long as such person or entity is a subsequent owner or mortgage lender of the adjacent development parcels subject to the Covenant in Lieu of Unity of Title as contemplated in the Ocean Terrace Development Agreement, or is an organization or association of unit owners and/or parcel owners designated with the responsibility of maintenance of common areas in connection with the development or operation of such adjacent development parcels. Owner's successors and/or assigns shall not include individual unit owners, unless such individual unit owners are an organization or association of unit owners and/or parcel owners or a successor-in-interest to the Ocean Terrace Development Agreement as described above. The City may, in its sole discretion, transfer or assign this Agreement at any time only to a successor municipal corporation, provided, however, that nothing herein shall be deemed a limitation on City's or any successor municipal corporation's right to permit its invitees, agents, employees, licensees and the public to use the Easement Area in accordance with this Agreement. All other transfers, assignments, and delegations are prohibited (and, if attempted, void) absent the other party's prior written consent, which consent such other party may condition or withhold in its sole discretion. A party completing any permitted transfer, assignment, or delegation will promptly provide the other party with a written instrument evidencing the completion of such transaction. Upon any transfer, assignment, or delegation completed in accordance with this Section, the rights and obligations of the party completing such transfer, assignment, or delegation will be binding only on such party's transferee, assignee, or delegatee, as the case may be, and the other party will look only to such transferee, assignee, or delegatee for performance under this Agreement. In the case of a transfer, assignment, or delegation to an organization of unit owners and/or parcel owners, the obligations of the Owner pertaining to such portion transferred, assigned, or delegated shall be binding only upon the organization of unit/parcel owners, and not upon the declarant or any particular unit/parcel owner, except to the extent otherwise specifically provided in the declaration governing such organization.

14. Enforcement. The rights, privileges, and remedies granted by this Agreement are enforceable exclusively by the City and the Owner. Nothing in this Agreement, whether express or implied, confers upon the general public any enforcement rights against the Owner. Notwithstanding anything to the contrary, neither party will be in breach of this Agreement, and no enforcement may be sought against a party through any means, unless such party (i) receives a written notice from the other party, detailing with specificity the ways in which such party is in breach of this Agreement, and (ii) fails to remedy such breach within fifteen (15) days from the date of such written notice, or, if the breach is susceptible to cure but cannot reasonably be cured within fifteen (15) days, then within forty-five (45) days from the date of such written notice, provided the breaching party promptly commences and diligently pursues the curing of such breach within the initial fifteen (15) day period.

15. Remedies. The parties may enforce the terms of this Agreement by injunctive relief, mandamus, and by any other remedies available at law or in equity, except for rescission, revocation or termination of this Agreement, or any other remedy which would deprive the public with the right to use the Easement Area in accordance with this Agreement. All rights, remedies, and privileges granted to any party under this Agreement are cumulative, and the exercise of any one or more such rights, remedies, or privileges will not preclude the exercising party from exercising any other rights, remedies, or privileges available to such party under this Agreement or at law or in equity.

16. Estoppel. The City will, no later than fifteen (15) business days after a written request therefor by the Owner, by any of the Owner's mortgagees or lenders, or by anyone claiming by or through the Owner (including, without limitation, the Owner's successors, assigns, and transferees), and upon payment of the reasonable fees to cover the City's expenses for any third-party resources required to comply, issue a written estoppel certificate, in recordable form, to the requesting party, certifying as to any matter related to this Agreement that the requesting party may reasonably request of the City, including, without limitation, (i) that this Agreement, or any particular paragraph or section of this Agreement specified by the requesting party, is in full force and effect and unmodified (or in what respects this Agreement is no longer in force or effect or has been modified); (ii) that all monies due and payable under this Agreement, if any, have been paid (or in what respects monies are owed); and (iii) that to the City's knowledge, the Owner is in compliance with this Agreement or with any particular paragraph or section hereof specified by the requesting party (or in what respects there is noncompliance). Such estoppel certificates will be binding on the City and its successors and assigns, and may be relied upon by the Owner, its mortgagees and lenders, and by all others claiming by or through the Owner. Notwithstanding the foregoing section or any representations in any estoppel certificates issued thereunder, City shall not be estopped as to matters to which it did not have knowledge.

[EXECUTION PAGES TO FOLLOW]

# EXHIBIT "L"

*IN WITNESS WHEREOF*, the Owner has caused these presents to be signed, sealed executed and acknowledged on ____ day of _____, 20___, in its name by its proper officials.

City of Miami Beach, Florida

_____

Print Name:_____ By: _____

_____ Jimmy L. Morales, City Manager

_____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 201__ by _____, as _____ of _____, on behalf of the company. He is personally known to me or has produced _____ as identification and who did/did not take an oath.

_____

NOTARY PUBLIC
Typed or printed Name of Notary
My Commission expires:
Serial No., if any _____

# EXHIBIT "L"

*IN WITNESS WHEREOF*, the Owner has caused these presents to be signed, sealed executed and acknowledged on ____ day of _____, 20___, in its name by its proper officials.

_____

_____
Print Name:_____

_____

_____
Print Name: _____

By: _____
Name:_____
Title:_____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 201__ by _____, as _____ of _____, on behalf of the company. He is personally known to me or has produced _____ as identification and who did/did not take an oath.

_____

NOTARY PUBLIC
Typed or printed Name of Notary
My Commission expires:
Serial No., if any _____

# EXHIBIT “L”

Exhibit A

Legal Description of Property

Exhibit B

Legal Description of Easement Area

EXHIBIT “M”

FORM OF PERFORMANCE BOND

By this Bond, We _____ as Principal, whose principal

business address is _____, as the [Contractor] under the agreement dated _____ , 20___, between Principal and the [Developer Entity] (hereinafter referred to as “Developer”) for the construction of the Ocean Terrace Park/Streetscape Project on behalf of the City of Miami Beach, Florida (“City”) (which agreement and the other Contract Documents referenced therein are hereinafter referred to as "Contract"), the terms of which Contract are incorporated by reference in its entirety into this Bond, and _____, a corporation, whose principal business address is _____ as Surety, are bound to Developer, as co-obligee, and City, as co-obligee, in the sum of _____ U.S. dollars ($_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this Bond by reference, and at the times and in the manner prescribed in the Contract; and

2. Pays Developer and City all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Developer and City sustains as a result of default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in the work or materials within the time period provided in Section 95.11(2)(b), Florida Statutes; and

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within the time period provided in Section 95.11(2)(b), Florida Statutes;

then this bond is void; otherwise it remains in full force.

Surety specifically assumes liability for any and all damages, including but not limited to liquidated damages set forth in the Contract, arising from Principal’s default of the Contract, as well as all latent defects uncovered in the work of the Principal after final acceptance of the work by the City.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the City; provided, however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(2)(b), Florida Statutes.

Whenever the Principal shall be, and is declared by Developer to be, in default under the Contract, Developer having performed Developer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if Developer elects, upon determination by City, Developer and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Developer, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price" as used in this paragraph, shall mean the total amount payable by Developer to Principal under the Contract and any amendments thereto, less the amount properly paid by Developer to Principal.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Developer and City named herein. Any action under this Bond must be instituted in accordance with the notice and time limitations provisions prescribed in Section 255.05(2), Florida Statutes.

Signed and sealed this _____ day of _____, 20_____.

WITNESSES: _____

(Name of Corporation)

_____

Secretary By: _____

(Signature)

(CORPORATE SEAL)

_____

(Print Name and Title)

Countersigned by Resident

Florida Agent of Surety

_____

_____

_____

_____

[attach copy of Agent's ID card

Issued by Fla. Ins. Commissioner]

[Atty in fact power of atty must be attached]

INSURANCE COMPANY:

By:_____

Attorney-in-Fact

Address:

(Street)

_____

(City/State/Zip Code)

Telephone No.: _____

# FORM OF PAYMENT BOND

By this Bond, We _____ as Principal, whose principal

business address is _____, and whose telephone number is _____, as the [Contractor] under the agreement dated _____ , 20___, between Principal and the [Developer entity] (hereinafter referred to as "Developer") for the construction of the Ocean Terrace Park/Streetscape Project on behalf of the City of Miami Beach, Florida ("City") (which agreement and the other Contract Documents referenced therein are hereinafter referred to as "Contract"), the terms of which Contract are incorporated by reference in its entirety into this Bond, and _____, a corporation, whose principal business address is _____ as Surety, are bound to Developer, as co-obligee, and City, as co-obligee, in the sum of _____ U.S. dollars ($_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined by Florida Statute 255.05(1), providing Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, and in the times and in the manner prescribed in the Contract; and

2. Pays Developer and City all losses, damages, expenses, costs and attorney's fees including appellate proceedings, that Developer and City sustain because of a failure by Principal to make any payments required under the Contract;

then this bond is void; otherwise it remains in full force.

A claimant shall have a right of action against the Principal and the Surety for the amount due it. Such action shall not involve the Developer or City in any expense.

A claimant, except a laborer, who is not in privity with Principal and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to Principal a notice that he intends to look to the bond for protection. A claimant who is not in privity with Principal and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Principal and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

No action for the labor, materials, or supplies may be instituted against Principal or the Surety unless both of the above-referenced notices have been given. Any action under this Bond must

be instituted in accordance with the notice and time limitations prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

**Signature page to follow**

Signed and sealed this _____ day of _____, 20____.

Principal

ATTEST: _____

(Name of Corporation)

_____ By:_____

(Secretary) (Signature)

_____

(Corporate Seal) (Print Name and Title)

____ day of _____, 20____.

Countersigned by Resident

Florida Agent of Surety

INSURANCE COMPANY:

_____

By:_____

_____ Attorney-in-Fact

_____ Address:

_____

[attach copy of Agent's ID card (Street)

Issued by Fla. Ins. Commissioner] _____

(City/State/Zip Code)

[Atty in fact power of atty must be attached] Telephone No.: _____

Exhibit "N"

**INSURANCE AND BONDING REQUIREMENTS FOR PARK/STREETSCAPE IMPROVEMENTS**

## I. BONDING REQUIREMENTS

1. Developer shall submit all supporting documentation and detailed invoices with respect to insurance and bond premiums required for the Park/Streetscape Improvements. City's reimbursement of insurance and bond premiums shall be for the portion of insurance and bond premiums directly attributable to this Agreement. Premiums shall be net of trade discounts, volume discounts, dividends and other adjustments.

2. The Performance Bond and the Payment Bond must each be executed by a surety company in good standing with the Florida Office of Insurance Regulation and an adequate rating from A.M. Best indicated in this Exhibit, which surety is authorized to do business in the State of Florida as a surety, having a resident agent in the State of Florida and having been in business with a record of successful, continuous operation for at least five (5) years.

3. The surety company that is bound by the Performance Bond and Payment Bond, respectively, shall be responsible for Contractor's acceptable performance of the work under Construction Contract for the Park/Streetscape Improvements, and/or for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

4. The surety company that is bound by the Developer's Surety Bond (if any is provided pursuant to Section 5 of the Agreement), shall be responsible for Developer's acceptable performance of the work under Construction Contract for the Park/Streetscape Improvements, and/or for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

5. The surety company shall hold a current Certificate of Authority as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Performance Bond and Payment Bond exceeds the underwriting limitation set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other acceptable methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 CFR Section 223.10, Section 223.11.) Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner.

6. The City will accept a surety bond from a company in accordance with the requirements set forth below; provided however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the City shall review and either accept or reject the surety company based on the financial information available to the City. The following sets forth, in general, the acceptable parameters for bonds:

Policy- Financial Holder's Size

| Amount of Bond | Ratings | Category |
|---|---|---|
| $500,001 to $1,000,000 | A- | Class I |
| $1,000,001 to $2,000,000 | A- | Class II |
| $2,000,001 to $5,000,000 | A | Class III |
| $5,000,000 to $10,000,000 | A | Class IV |
| $10,000,001 to $25,000,000 | A | Class V |
| $25,000,001 to $50,000,000 | A | Class VI |
| $50,000,001 or more | A | Class VII |

## II. INSURANCE REQUIREMENTS

Developer, Contractor and Architect shall provide, pay for and maintain in force at all times (unless otherwise provided) and any extensions thereof, the following insurance policies:

A. **worker's Compensation Insurance** for all employees as required by Florida Statute 440, and Employer Liability Insurance with a limit in an amount not less than $1,000,000 per accident for bodily injury or disease.

B. **Commercial General Liability Insurance** on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits in an amount not less than $2,000,000 per occurrence.

C. **As to Developer and Contractor only: Umbrella Liability Insurance** with limits in an amount not less than $5,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.

The total limits for the Commercial General Liability and Umbrella Liability Insurance (set forth in Sections II.B and II.C above) shall be in an amount not less than $7,000,000, and may be provided through a combination of primary and excess/umbrella liability policies.

D. **Automobile Liability Insurance** covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limits in an amount not less than $1,000,000 combined per accident for bodily injury and property damage.

E. **As to Developer and Architect only: Project-Specific Design Professional Liability (Errors & Omissions) Insurance** with limits in an amount not less than $2,000,000 per occurrence or claim, and $5,000,000 policy aggregate, subject to a maximum deductible acceptable to the City, and not-to-exceed $100,000.

Developer and Architect shall maintain the claims made form coverage with a minimum of 10 years extended reporting following Final Completion and shall annually provide City with evidence of renewal coverage. Developer and Architect are responsible for all deductibles in the event of a claim. Developer and Architect shall indicate the deductible for this coverage on its Certificate of Insurance. Developer and Architect shall notify City in writing within thirty (30) days of any claims filed or made against the Design Project-Specific Professional Liability Insurance Policy(ies). Consultant and Design Subconsultants shall each maintain commercially reasonable Errors & Omissions Liability coverages, as reasonably determined by Developer.

F. **As to Contractor: Contractors' Pollution Legal Liability** with limits in an amount not less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate, subject to a maximum deductible acceptable to the City.

G. **As to Contractor only: Installation Floater Insurance** including coverage for material & equipment to be installed during the course of this Project. City shall be included as a Named Insured on this policy, as its insurable interest may appear. This policy shall remain in force until acceptance of the Project by the City.

**III. ADDITIONAL TERMS AND CONDITIONS**:

1. **Notice to City**. If the initial insurance expires prior to the completion of the work, certificates of insurance evidencing the renewal of the coverage required shall be furnished to the City ten (10) days prior to the date of their expiration. The insurance policy(ies) must be endorsed to require the relevant insured to provide the City with at least thirty (30) days' notice of cancellation and/or restriction, except for non-payment of premium, which shall be subject to ten (10) days' notice.

2. **Certificates of Insurance**. Developer shall furnish to the City Certificates of Insurance or endorsements evidencing the insurance coverage required of Developer hereunder prior to entering upon the Park/Streetscape Improvements Site, and shall also furnish to the City a copy of each insurance policy required of Developer by this Agreement. Developer shall provide the City with Certificates of Insurance from its Contractor and Architect prior to the commencement of any work or services by any such entity. The Certificates of Insurance shall be in form acceptable to, and subject to, reasonable approval by City. Developer's failure to timely provide the Certificates of Insurance as required by this paragraph, and failure to cure within fifteen (15) days following receipt of written notice of such failure from the City, shall be the basis for the rescission of this Agreement by the City, without any liability to Developer. The official title of the certificate holder is City of Miami Beach, Florida. This official title shall be used in all insurance documentation.

3. **Right to revise or reject**. City's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of insurance contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the scope and applicability of coverage.

4. **Additional Insured**. City shall be expressly included as an Additional Insured on all policies (except Professional Liability and workers' Compensation), and with an endorsement that is acceptable to the City. Additional insured certificates for the City shall read "City of Miami

Beach, Florida", 1700 Convention Center Drive, Miami Beach, FL, 33139, Attn: Risk Management, 3rd Floor.

5. **Notice of Cancellation and/or Restriction**. The policy(ies) must be endorsed to require the relevant insured to provide City with at least thirty (30) days' notice of cancellation or non-renewal and/or restriction, except for non-payment of premium, which shall be subject to ten (10) days' notice. A copy of the endorsement(s) shall be provided with the Certificates of Insurance.

6. **Duty of Care**. Developer's furnishing insurance coverage shall in no way relieve or limit, or be construed to relieve or limit, Developer or any of its contractors of any responsibility, liability, or obligation imposed under this Agreementor the applicable contract documents relating to the Park/Streetscape Improvements, or by Applicable Laws, including, without limitation, any indemnification obligations which Developer or any of its contractors have to City thereunder.

7. **Developer's Failure to Procure**. Developer's failure to procure or maintain the insurance required by this Exhibit "N" during the entire term of the work shall constitute a material breach and Default of this Agreement, as long as it is available based on prevalent market conditions. In the event of such a breach (and following all notice and right to cure periods have expired), the City may exercise all available rights and remedies hereunder, including the right to immediately suspend or terminate this Agreement without any further notice to or liability to Developer or, at its discretion, procure or renew such insurance to protect the City's interests and pay any and all premiums in connection therewith, and withhold or recover all monies so paid by the City from the Developer.

8. **Waiver of Subrogation.** Where permitted by law, Developer hereby waives and shall cause the Contractor to waive all rights of recovery by subrogation or otherwise (including, without limitation, claims related to deductible or self-insured retention clauses, inadequacy of limits of any insurance policy, insolvency of any insurer, limitations or exclusions of coverage), against City, and its respective officers, agents, or employees. Certificates of insurance shall evidence the waiver of subrogation in favor of the City, and that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the City.

**EXHIBIT "O"**
**PRESENTLY PERMITTED DEVELOPMENT**

(a)Permitted Development and Uses. The Property, generally bounded by Ocean Terrace, 75th Street, Collins Avenue, and 74th Street, is designated Mixed Use Entertainment Category (MXE) on the eastern portions and Medium Intensity Commercial Category (CD-2) on the western portion according to the City's adopted Comprehensive Plan. The Property is zoned MXE Mixed Use Entertainment District on the eastern portions and CD-2 Medium Intensity, Commercial District on the western portion by the City's Land Development Regulations. The property is also located within the Ocean Terrace Overlay. The Ocean Terrace Overlay regulations supersede the underlying regulations and permits apartments, apartment/hotels, hotels, commercial, and uses that serve alcoholic beverages as regulated by the City Code. The Property may be used for the purposes permitted and regulated in these land use designations and zoning districts, as further limited by the by the City's Land Development Regulations and Comprehensive Plan.

(b)Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks and intensities for any development on the Property shall be regulated by the City's Land Development Regulations, Comprehensive Plan and any applicable Federal, State or County laws and regulations. In the CD-2 land use designation, the maximum floor area ratio (FAR) is 2.0 for mixed-use buildings. In the MXE land use designation, the maximum FAR is 2.0. In the MXE and CD-2 land use designation, the maximum residential density is 100 dwelling units per acre. The intensity of hotel use is limited by such set back, height, floor area ratio, minimum room size and other provisions of the Land Development Regulations.

**EXHIBIT "P"**
**PUBLIC FACILITIES TO SERVE THE PROPERTY**

The proposed development will be serviced by those roadway transportation facilities currently in existence as provided by state, county, and local roadways. The proposed development will also be serviced by public transportation facilities currently in existence, as provided by Miami- Dade County, the City of Miami Beach, and such other governmental entities as may presently operate public transportation services within the City of Miami Beach. Sanitary sewer, solid waste, drainage, and potable water services for the proposed development shall be those services currently in existence and owned or operated by Miami-Dade County, the Miami-Dade County Water and Sewer Department, the City of Miami Beach, and State of Florida. The proposed development shall be serviced by those existing educational facilities owned or operated by the Miami-Dade Public Schools District, if applicable. The proposed development shall be serviced by those existing parks and recreational facilities owned or operated by the United States Government within Miami Dade County, by the State of Florida, by Miami-Dade County, and by the City of Miami Beach. The proposed development shall be serviced by those existing health systems and facilities operated by the United States Government within Miami-Dade County, by the State of Florida, by Miami-Dade County, and by the City of Miami Beach.

The proposed development will also be serviced by any and all public facilities, as such are defined in Section 163.3221(13) of the Act, that are described in the Comprehensive Plan, specifically including those facilities described in the Infrastructure Element and the Capital Improvements Element therein, a copy of which is available for public inspection in the offices of the City Clerk of the City of Miami Beach. Notwithstanding the foregoing, the Project may be required to provide for some of its own services, including solid waste removal and stormwater drainage.

**EXHIBIT "Q"**
**PUBLIC RESERVATIONS AND DEDICATIONS**

1. [All easements referenced in the Development Agreement]

2. [The Public Reservation Area depicted in Exhibit "B"]

**EXHIBIT "R"**
**REQUIRED DEVELOPMENT PERMITS AND VARIANCES**

The following constitutes a generalized list of local permits anticipated as necessary to be approved by the terms of this Development Agreement:

1. Historic Preservation Board, Planning Board, and/or Board of Adjustment approvals, pursuant to Chapter 118 of the City of Miami Beach Code.
2. Utility Permits
3. Demolition Permits
4. Building Permits
5. Environmental Permits, including, without limitation, DERM or DEP permits
6. Hazardous Materials Removal Permit, if removal of hazardous materials is found necessary.
7. Public Works Permit, Paving and Drainage
8. Public Works Permit, Water and Sewer
9. Public Works Revocable Permits
10. Certificates of Use and/or Occupancy
11. Any variances or waivers that may be required pursuant to Chapters 114 through 142 of the City of Miami Beach Code
12. All other local governmental approvals as may be applicable to the subject property from time to time pursuant to the terms of this Development Agreement, including but not limited to restrictive covenants in lieu of unity of title

# EXHIBIT "S"

This instrument was prepared by:

Name: Raul J. Aguila, City Attorney.
Address: City of Miami Beach
1700 Convention Center Drive, 4th Floor
Miami Beach, Florida 33139

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## CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

THIS CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (this "**Easement**") is made this __ day of _____, 20__, by the CITY OF MIAMI BEACH, a Florida municipal corporation, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 (the "**City**"), to and in favor of _____, a _____, each having its respective principal place of business at _____ (collectively, the "**Developer**").

WITNESSETH:

WHEREAS, the City owns that certain property situated, lying and being in Miami-Dade County, Florida, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "**Park/Streetscape Site**");

WHEREAS, Developer owns that certain property situated, lying and being in Miami-Dade County, Florida, as more particularly described in **Exhibit "B"** attached hereto and made a part hereof (the "**Development Site**"), and

WHEREAS, the City and the Developer entered into that certain Development Agreement dated as of _____ ____, 20__, a copy of which is recorded in Official Records Book _____, at Page _____ of the Public Records of Miami-Dade County (the "**Development Agreement**"), which constitutes a development agreement pursuant to the Florida Local Government Development Act, Section 163.3220, et. seq., Florida Statutes (the "**Act**");

WHEREAS, pursuant to the Development Agreement, Developer will construct the "Project" (as defined in the Development Agreement) on the "Development Site" (as defined in the Development Agreement) and will construct the "Park/Streetscape Improvements" (as defined in the Development Agreement) on the Park/Streetscape Site;

WHEREAS, the City has agreed to grant to the Developer a non-exclusive, irrevocable, temporary easement over the Park/Streetscape Site for access and construction staging purposes during Developer's construction of the Project and the Park/Streetscape Improvements;

WHEREAS, the granting of this Easement is a condition of the effectiveness of the Development Agreement and the issuance of development permits and approvals in order for the Developer to develop the Project and the Park/Streetscape Improvements;

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound hereby agree as follows:

1. Recitals. The above recitals are true and correct and by this reference are hereby incorporated into the body of this Easement as if fully set forth herein.

2. Grant of Easement.

(a) The City hereby grants to the Developer and its employees, agents, representatives, architects, engineers, consultants, contractors, subcontractors (of every and any tier), laborers, suppliers, and lenders, and each of their respective successors and assigns (collectively, the "**Developer Construction Permittees**"), a non-exclusive, irrevocable, temporary easement on, over, under, through, upon, and across the Park/Streetscape Site to perform all acts necessary or desirable to ensure fulfillment and satisfaction of all duties, obligations, and requirements with respect to the construction of the Project and the Park/Streetscape Improvements pursuant to and in accordance with the Development Agreement. The easement granted herein includes, without limitation, the following: (i) during construction of the Park/Streetscape Improvements, the right to stage, store, and operate construction trailers, vehicles, tools, machinery, equipment, and materials related to the Park/Streetscape Improvements on all or any portion of the Park/Streetscape Site; (ii) during construction of the Project, the right to stage, store, and operate construction trailers, vehicles, tools, machinery, equipment, and materials related to the Project on the "Phase 2" portion of the Park/Streetscape Site (as such phase is defined in the Development Agreement); (iii) the right to erect fencing around and within the Park/Streetscape Site; (iv) the right to use the Park/Streetscape Site for site logistics, including but not limited to, the Developer's and the Developer Construction Permittees' ingress and egress to and from the Development Site over and across the Park/Streetscape Site; and (v) the right to do all other things and perform all other activities that are reasonably related to the construction of the Project and the Park/Streetscape Improvements pursuant to and in accordance with the Development Agreement, or that may be necessary or appropriate to give effect to any of the foregoing rights.

(b) This Easement and the rights granted herein will terminate upon the earlier of (such earlier date is referred to herein as the "**Termination Date**"): (i) the date on which the City issues a final certificate of occupancy for the entire Project (as opposed to any individual phase thereof); (ii) the date that is ninety-six (96) months after the "Effective Date" of the Development Agreement, subject to automatic extension and automatic tolling as provided in Sections 42(e) and 55 of the Development Agreement; (iii) the date on which the City terminates the Development Agreement for an uncured Developer "Event of Default" under the Development Agreement; or (iv) the date on which the Developer terminates the Development Agreement for convenience in accordance with Section 45 of the Development Agreement. Although such termination is intended to be automatic and require no further action on the part of any party hereto, upon the request of a party after the occurrence of a termination event, the other party will, no later than thirty (30) days after such request, execute a termination of this Easement in recordable form and in substance reasonably acceptable to the City and the Developer.

3. Restoration. The Developer shall remove all vehicles, equipment and materials from the Park/Streetscape Site on or prior to the Termination Date and, if the entire Park/Streetscape Improvements has not been completed on or prior to the Termination Date, then the Developer shall, at the Developer's cost and expense, sod such un-completed portion of the Park/Streetscape Site promptly after the Termination Date, whereupon the City shall, at the City's cost and expense, be required to keep and maintain such sod.

4. Encumbrances. This Easement and the rights granted herein are subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements and rights of way pertaining to the Park/Streetscape Site that are of record as of the date of this Easement (collectively, the "**Encumbrances**"). The use of the word "grant" in this Easement shall not imply any warranty on the part of the City with respect to the status of title to the Park/Streetscape Site.

5. Insurance. The Developer shall maintain the following insurance at all times while this Easement remains in effect: (a) commercial general liability coverage with minimum limits of Two Million and No/100 ($2,000,000) Dollars per occurrence, combined single limit for bodily injury liability and property damage liability; (b) business automobile liability coverage with minimum limits of One Million and No/100 ($1,000,000) Dollars per occurrence, combined single limit for bodily injury liability and property damage liability; and (c) workers compensation insurance for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable federal laws. Such insurance policies (except for workers compensation insurance) shall: (x) name the City as an additional insured thereunder; (y) be written by insurance companies licensed to do business in Florida; and (z) not be subject to cancellation or non-renewal without a minimum of thirty (30) days' notification by the insurer to the City (except for non-payment of premium, which shall be subject to ten (10) days' notice) with a copy to the attention of Risk Manager, 1700 Convention Center Drive, Miami Beach, Florida 33139. The Developer shall provide the City with one or more certificates of insurance evidencing all such insurance coverages set forth above.

6. Representations of the City. The City hereby represents, warrants and covenants to and with the Developer that the City is the fee simple owner of the Park/Streetscape Site and has the right, title, capacity and authority to grant the easements granted herein, subject only to the Encumbrances.

7. Indemnification. The Developer shall indemnify, defend and hold harmless the City from and against any actual, out-of-pocket damages, losses, liabilities, fees, costs and expenses (collectively, "**Losses**") incurred by the City in any action, suit or proceeding brought against the City by any third-party as a result of any negligent act or omission of the Developer in exercising its rights under this Easement which first occurred prior to the Termination Date of this Easement, except for any Losses that arise out of or are related to the gross negligence or willful misconduct of the City, the City's elected and appointed officials (including, without limitation, the City's Mayor and City Commissioners), directors, officials, officers, shareholders, members, employees, successors, assigns, agents, consultants, contractors, subcontractors, experts, licensees, lessees, mortgagees, trustees, partners, principals, invitees, affiliates, or the general public. The Developer shall directly pay all actual, out-of-pocket costs and expenses related to any covered Losses, or legal defense required by the City for any covered Losses, using legal counsel that is selected by the Developer and which is reasonably acceptable to the City, pursuant to the foregoing. The City shall reasonably cooperate and collaborate (but at no expense to the City) with the Developer in connection with any legal proceeding in which the Developer is defending the City.

8. Miscellaneous.

8.1 This Easement shall be governed by, enforced and construed under the laws of the State of Florida. Venue for all actions, litigation and/or other proceedings arising out of this Easement shall be exclusively in Miami-Dade County, Florida. The parties hereby knowingly and voluntarily waive the right to a trial by jury of any claim, controversy or disputed matter between them arising under, out of or in connection with this Easement. The Prevailing Party in any action, litigation or other proceeding that is based on any claim, controversy or other disputed matter arising under, out of or in connection with this Easement shall recover from the non-prevailing party all fees, costs and expenses (including, without limitation, reasonable attorneys' fees and costs through all trial, appellate and post-

judgment levels and proceedings) incurred by the Prevailing Party in such action, litigation or other proceeding. As used herein, the term "**Prevailing Party**" means the party who receives substantially the relief sought upon final, non-appealable judgment, order, or other disposition of a court of competent jurisdiction. The provisions of this Section shall survive the termination or expiration of this Easement.

8.2 The parties hereby acknowledge and agree that each has had an opportunity to be represented by or consult with independent legal counsel and that any rule of construction which provides that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Easement. If any term, provision or portion of this Easement is for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such term, provision or portion of this Easement shall be given it nearest valid, legal and enforceable meaning, or construed as deleted, whichever such court may determine, and the same shall not invalidate the remaining terms, provisions and/or portions of this Easement, which remaining terms, provisions and portions of this Easement will remain in full force and effect.

8.3 This Easement includes all exhibits attached hereto. This Easement, together with all such exhibits, contains the entire agreement and understanding between the parties relating to the subject matter of this Easement, and all prior or contemporaneous terms, covenants, conditions, representations, warranties, statements, agreements and understandings made by or on behalf of the parties, whether oral or written, are merged herein.

8.4 This Easement may not be amended, modified or terminated except by a written instrument executed by the Owner and the City through its Public Works Director, or his designee, or the successor administrative officer with jurisdiction over the matter, and which is recorded in the Public Records of Miami-Dade County, Florida. This Easement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

8.5 The failure of any party to insist in any one or more instances upon strict performance of any term, covenant, condition or other provision of this Easement will not be construed as a waiver or relinquishment of the future enforcement of such term, covenant, condition or other provision of this Easement.

8.6 Wherever appropriate in this Easement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. The section and paragraph headings in this Easement are for convenience only and shall not affect the meaning, interpretation or scope of the terms or provisions set forth therein.

8.7 This Easement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Easement.

8.8 This Easement shall never be construed as a conveyance in any manner whatsoever of fee simple title to any portion of the Park/Streetscape Site, it being intended by the parties that this Easement conveys only an easement interest with respect to the Park/Streetscape Site for the specific uses and purposes set forth herein.

8.9 All of the rights, easements, and interests herein created and granted are and shall be limited to and utilized solely for the uses and purposes expressly set forth in this Easement. Notwithstanding anything to the contrary contained in this Easement, the City shall not be permitted to

use or grant others the right to use, all or any portions of the Park/Streetscape Site so long as this Easement remains in effect without the prior written consent of the Developer.

8.10 This Easement and the rights, easements, and interests herein created and granted shall only become effective upon the recordation of this Easement in the Public Records of Miami-Dade County, shall run with the land, and shall be binding on all persons holding title to said lands.

9. Notice. All notices, demands, requests or other communications which may be or are required to be given, served, or sent by either the Developer or the City pursuant to this Easement shall be in writing and addressed as follows:

| | |
|---|---|
| If to Developer at: | 1035 N. Miami Avenue, Suite 201<br>Miami, Florida 33136<br>Attn: Sandor Scher<br>sscher@clarocorp.com |
| With a copy to: | Akerman LLP<br>98 SE 7 Street, Suite 1100<br>Miami, FL 33131<br>Attn: Neisen O. Kasdin, Esq.<br>neisen.kasdin@akerman.com |
| If to the City: | City of Miami Beach<br>Attn: City Manager<br>1700 Convention Center Drive, 4th Floor<br>Miami Beach, Florida 33139 |
| With copies to: | City of Miami Beach<br>Attn: Public Works Director<br>1700 Convention Center Drive, 4th Floor<br>Miami Beach, Florida 33139 |

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Any notice or other communication (i) sent by certified United States mail, postage prepaid, return receipt requested will be deemed effectively given or received on the third (3rd) business day following the postmark date of such notice or other communication; (ii) sent by overnight courier or by hand will be deemed effectively given or received upon receipt or refusal, as the case may be; and (iii) sent by electronic mail will be deemed effectively given or received on the day of transmission of such notice if sent on a business day before 6:00 P.M. Eastern Standard Time, or on the following business day if sent after 6:00 P.M. Eastern Standard Time or on a non-business day. Any notice or other communication given in the manner provided above by counsel for either party will be deemed to be notice or such other communication from the party represented by such counsel.

10. Enforcement. The rights, privileges, and remedies granted by this Easement are enforceable exclusively by the City in its municipal capacity. Nothing in this Easement, whether express or implied, confers upon the general public any enforcement rights against the Owner. Notwithstanding anything to the contrary, neither party will be in breach of this Easement, and no enforcement may be sought against a party through any means, unless such party (i) receives a written notice from the other party, detailing with specificity the ways in which such party is in breach of this Easement, and (ii) fails to remedy such breach within thirty (30) days from the date of such written notice, or, if the breach is susceptible to cure

but cannot reasonably be cured within thirty days, then within sixty (60) days from the date of such written notice, provided the breaching party promptly commences and diligently pursues the curing of such breach within the initial thirty (30) day period.

11. Remedies. The parties may enforce the terms of this Easement by injunctive relief, mandamus, and by any other remedies available at law or in equity. All rights, remedies, and privileges granted to any party under this Easement are cumulative, and the exercise of any one or more such rights, remedies, or privileges will not preclude the exercising party from exercising any other rights, remedies, or privileges available to such party under this Easement or at law or in equity.

(Signature pages to follow)

# EXHIBIT "S"

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed by execution of this instrument as of this _____day of _____, 201_.

Witnesses:

CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation

Sign Name:_____

By: _____
Mayor

Print Name: _____

Sign Name:_____

Print Name: _____

ATTEST:

_____
City Clerk

STATE OF FLORIDA )
) SS:
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, as _____ of _____. He is personally known to me or has produced _____as identification and who did (did not) take an oath.

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary
My Commission Expires: _____
Serial No., if any: _____

# EXHIBIT "S"

ACKNOWLEDGED AND ACCEPTED this _____ day of _____, 20__ by _____:

Witnesses:

Sign Name:_____

Print Name: _____

Sign Name:_____

Print Name: _____

DEVELOPER: _____

_____

_____

By: _____

Print name:_____

STATE OF FLORIDA )
) SS:
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, as _____ of _____. He is personally known to me or has produced _____as identification and who did (did not) take an oath.

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary
My Commission Expires: _____
Serial No., if any: _____

# EXHIBIT “S”

Exhibit “A”

Park/Streetscape Site

# EXHIBIT “S”

Exhibit “B”

Legal Description for the Developer Property

**[see attached]**

# EXHIBIT "G"
# CONCEPT AND PHASING PLANS



PHASING PLAN



WALKER CONSULTANTS

4904 Eisenhower Boulevard, Suite 150
Tampa, FL 33634

813.888.5800
walkerconsultants.com

June 19, 2019

*(Sent via e-mail: saulfrances@miamibeachfl.gov )*

Mr. Jimmy L. Morales, City Manager and
Mr. Saul Frances, Director
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

Re: Municipal Parking Transaction – Financial Services
ITQ #4 04-19-PARKING-RA – Additional Services
Walker Project #15-2328.00

Dear Messrs. Morales and Frances:

Walker is pleased to submit this assessment on the disposition of the removal of 60 revenue producing spaces and 7 handicap spaces and the subsequent impact on the net income of the City of Miami Beach Parking System. This assessment represents our analysis and conclusions and is intended to assist the City with various impacts associated with the transaction.

We thank you and appreciate the opportunity to be of service to the City of Miami Beach. Please do call or email if there are any questions regarding our work.

Sincerely,

WALKER CONSULTANTS

Jim Corbett, CAPP
Consultant

Emily Krueger
Analyst/Planner

JMC:mm



BUILDING ENVELOPE
CONSULTING
FORENSIC RESTORATION
PARKING DESIGN
PLANNING

Financial Analysis
Walker Project: 15-2328.00

# Municipal Parking Transaction

## ITQ #4 04-19-Parking-RA – Additional Services

Miami Beach, Florida

June 19, 2019

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

WALKER CONSULTANTS

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## EXECUTIVE SUMMARY

The City of Miami Beach Parking Enterprise Fund generated $10,455,307 in operating income effective Fiscal Year Ended, September 30, 2017. After depreciation, nonoperating revenues and expenses, and transfers out were factored, the Fund showed a decrease in net position of $1.7 million. This change represents a decrease of $5.0 million (149%) change in net position from the prior year. Operating revenues decreased $4.2 million (8.2%) from prior year. This change is the result of decreased parking activity or volume due to competition from Uber and Lyft as well as the impact of Hurricane Irma[1]. Also, non-operating expenses increased by $2.1 million due to the debt service cost for the Series 2015 Parking Revenue Bond.

Parking System Enterprise Fund – Fiscal Year End Summaries (FY14-FY17)

| | 2014 | 2015 | 2016 | 2017 | 2018 |
|---|---|---|---|---|---|
| Operating Revenues | $40,049,313 | $42,672,887 | $51,499,302 | $47,285,421 | |
| Operating expenses, excl. depreciation | $29,249,957 | $30,708,380 | $35,647,133 | $36,830,114 | |
| Operating income, before depreciation | $10,799,356 | $11,964,507 | $15,852,169 | $10,455,307 | Awaiting final comments from external auditors |
| Depreciation | ($6,917,621) | ($6,518,607) | ($5,973,576) | ($5,833,405) | |
| Nonoperating revenue | $3,436,656 | $3,251,919 | $4,058,273 | $3,656,090 | |
| Nonoperating expenses | ($666,355) | ($562,533) | ($1,361,533) | ($3,454,810) | |
| Capital contributions | ($517,538) | ($165,207) | $0 | $0 | |
| Transfers out | ($4,382,629) | ($9,610,597) | ($9,215,478) | ($6,474,996) | |
| **Change in net position** | **$1,751,869** | **($1,640,518)** | **$3,359,855** | **($1,651,814)** | |

*Source: City of Miami Beach Financial Report Fiscal Year Ended September 30, 2017*

The disposition of on-street parking spaces along Ocean Terrace suggests a peak fiscal year (FY15) net income loss of $77,460.09, representing a per space annual income loss of $1,291.00 for the combined 60 total spaces.

Four-Year Net Income - Pay Stations Along Ocean Terrace Between 73rd Street and 75th Street

| On-Street Meter Revenues | | FY18 | FY17 | FY16 | FY15 |
|---|---|---|---|---|---|
| | Transient | $50,463 | $52,089 | $58,848 | $71,280 |
| | ParkMobile | $22,586 | $18,042 | $14,422 | $12,848 |
| | Monthly | $1,250 | $2,195 | $140 | $0 |
| | **Total** | **$74,299** | **$72,326** | **$73,411** | **$84,128** |
| **On-Street Meter Expenses** | | **FY18** | **FY17** | **FY16** | **FY15** |
| | EMS | $2,400 | $2,400 | $2,400 | $2,400 |
| | Warranty | $1,900 | $1,900 | $1,900 | $1,900 |
| | Collection | $2,368 | $2,368 | $2,368 | $2,368 |
| | **Total** | **$6,668** | **$6,668** | **$6,668** | **$6,668** |
| **On-Street Meter** | **Net Income** | **$67,631** | **$65,658** | **$66,742** | **$77,460** |
| | Per Space | $1,127 | $1,094 | $1,112 | $1,291 |

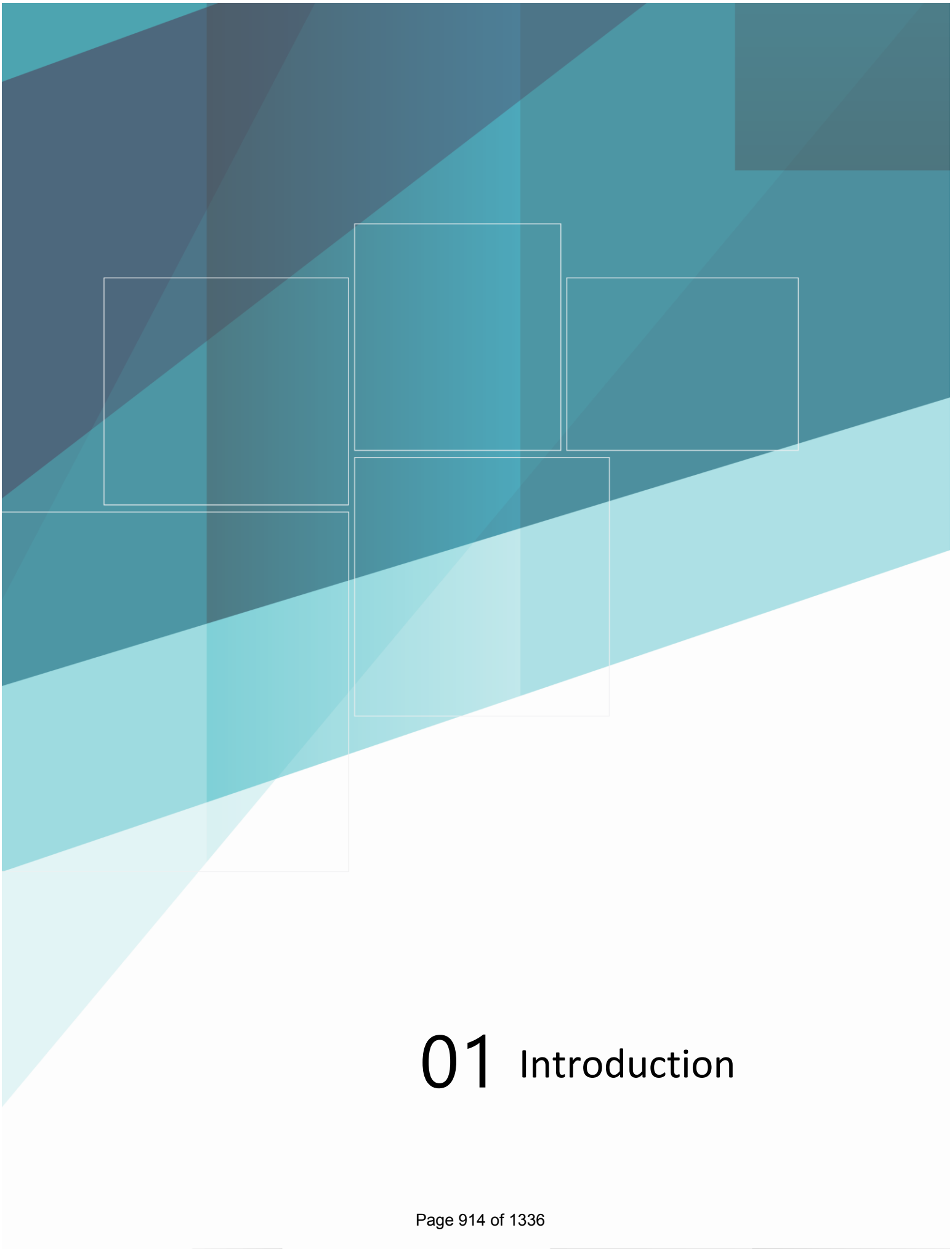
*Source: Walker Consultants and City of Miami Beach Parking Department 2019*

[1] City of Miami Beach FY17 CAFR, Page 5

In accordance with the *City of Miami Beach Parking Bond Resolution No. 2010-27491, Article VII - Particular Covenants; Section 713 (b),* the City may in any fiscal year sell, lease or otherwise dispose of assets forming a part of the Parking System in excess of the amount set forth in clause (a) of this Section if, before any such transfer, there is delivered to the City Manager a report of the Consulting Engineers or the Rate Consultant demonstrating that the sale, lease or other disposition of the property will not have a material adverse impact on the Net Revenues and stating his or her reasons therefor.

As demonstrated in the Four-Year Net Income summary, the disposition and removal of 60 metered parking spaces on Ocean Terrace provides for an approximate peak fiscal year net income loss of $77,460 from the Parking Fund's operating income statement. It is Walker's professional opinion that this estimated annual loss of $77,460 (.0074% of FY17 net revenues) will not have a material adverse impact on the net revenues of the Parking Fund.

This opinion is further supported by the results of the FY17 Fiscal Year End Summary where the net revenues of the Parking Fund reveals an operating income of $10,455,307, resulting in a dollar amount that is substantially more than this estimated loss of net income. Subtracting the $77,460 net income loss from the FY17 operating income provides an adjusted operating income of $10,377,847. This adjusted amount allows for the Parking Fund to continue to cover planned reductions to the fund balance to include annual depreciation amounts, annual non-operating expenses, and annual transfers out, which includes payments to the General Fund.



# 01 Introduction

# INTRODUCTION

The Ocean Terrace Holdings, LLC (Developer) has expressed interest in developing a mixed-use residential and commercial development in accordance with the requirements of the Ocean Terrace Overlay District. The City of Miami Beach City Commission has adopted the Ocean Terrace Neighborhood Urban Design Plan, a concept plan for proposed public streetscape and park improvements in the Ocean Terrace area the "(Neighborhood Design Plan"). The Finance and Citywide Projects Committee (FCWPC) recommended that the City explore entering into a public-private partnership that would fund the proposed $15 million improvements required to bring the Ocean Terrace portion of the Neighborhood Design Plan to fruition. In March 2019, the FCWPC recommended proceeding with the negotiations with the Developer with regard to a development proposal that would provide for the Developer to complete a portion of the public improvements contemplated in the Neighborhood Design Plan, but which would require the vacation of certain City right-of-way areas subject to Developer granting the City with an irrevocable easement for the continued public use of the right-of-way areas for pedestrian and vehicular traffic, as modified by the public improvements, which will pedestrianize portions of Ocean Terrace.

For a visual representation of the City on-street parking spaces under consideration, please reference the following exhibit.

Exhibit 1: Ocean Terrace Park/ Streetscape Project Area, Along Ocean Terrace Between 73rd Street and 75th Street




*Source: Google Earth, Walker Consultants and the City of Miami Beach 2019*

## PROPOSED TERM SHEET

The proposed vacation would allow the Developer to make its mixed-use project along Ocean Terrace, between 74th Street and 75th Street, financially viable, and creating new public spaces (including park space), to be funded and constructed by the Developer, that is less auto-oriented, and more centered on the pedestrian experience. The proposed project includes residential and commercial uses on the block between 74th and 75th Street along Ocean Terrace.

The terms of the transaction require the City to vacate a portion of Ocean Terrace, between 74th and 75th Streets, the north half of 74th Street between Ocean Terrace and Collins Avenue, and a portion of 75th Street between Ocean Terrace and Collins Avenue.

The vacation of the City right-of-way areas would be conditioned on the Developer's execution of a Development Agreement which contains the following conditions of the proposed vacation:

1. Development of the Project

2. Developer to Design and Construct the Park/Streetscape Project for the City

3. Timeframe for Completion of Project and Park/Streetscape Project
    a. The Developer has proposed to complete the Park/Streetscape Project in two phases, with Phase 1 to be completed within 48 months following the Effective Date of the Development Agreement, and with Phase 2 to be completed within 96 months following the Effective Date.

    b. The City will not issue a temporary certification of occupation (TCO) or certificate of occupancy (CO) until the Developer has completed the Park/Streetscape Project.

4. Developer to Grant Easements in Favor of City for the Public's Continued Use of the City Right-of-Way Areas
    a. Developer shall grant a perpetual, non-revocable utility, roadway and pedestrian access easement in favor of the City, for the City's continued use of the City Right-of-Way Areas for public vehicular and pedestrian use and access, as modified by the Park/Streetscape Project.

5. Developer to Provide the City with Bond or Lender Agreement to Guarantee Completion of the Park/Streetscape Project
    a. As the City would have vacated the City Right-of-Way Areas prior to the Developer's completion of the Park/Streetscape Project, Developer has agreed to provide the City with a bond or a lender recognition agreement to secure Developer's obligations and permit the city to step in and complete the Park/Streetscape Project in the event the Developer fails to do so.

b. In addition the Developer's construction contractor for the Park/Streetscape Project shall be required to
    i. Indemnify the City as provided in the Development Agreement;
    ii. Name the City as an express intended third-party beneficiary of the construction contract and;
    iii. Name the City as a co-obligee on a performance and payment bond for the Park/Streetscape Project.

6. Developer to Convey its Fee Interest in the Public Reservation Area located East of Ocean Terrace

7. Timing for Key Project Milestones and Completion of the Park/Streetscape Improvements

8. Application Fees

9. Staging
    a. During construction of the Park/Streetscape Project, the Developer and its contractors will have the right to use the eastern half of the parking lot at 75th Street and the areas witin Phases I and II of the Park/Streetscape Project as staging areas and lay-down yards in connection with the construction of the Park/Streetscape Project.

    b. During construction of the Proposed Development, the Developer and its contractors will have the right to use the southern portion of the parking lot at 75th Street and the area within Phase II of the Park/Streetscape Project as staging areas and lay-down yards in connection with the construction of the Proposed Development.

10. Maintenance of the Park/Streetscape Project

11. Café

The City has asked Walker Consultants to review the removal of on-street spaces on the east and west sides of Ocean Terrace from 73rd Street to 75th Street. The on-street spaces are located within the City's area of parking responsibility labeled "Zone 9X". Revenue is collected by zone rather than by space, further enforcement revenue is collected by a similar zone which may typically encompass several parking zones. The removal of these on-street spaces will result in the loss of 60 revenue producing spaces and 7 handicap spaces, which are generally enforced between 8:00 am and 6:00 pm with an hourly rate of $1/hour.

## BOND RESOLUTION

Under *Article VII – Particular Covenants; Section 713. - Sale or Other Disposition of the Parking System*; the City shall not sell, lease or otherwise dispose of all or any part of the Parking System, except as provided in Section 709 and this Section.[2]

Specifically clause (b) states to the extent provided by law, the City may in any Fiscal Year sell, lease or otherwise dispose of assets forming a part of the Parking System in excess of the amount set forth in clause (a) of this Section if, before any such transfer, there is delivered to the City Manager a report of Consulting Engineers or Rate Consultant demonstrating the sale, lease or other disposition of such property will not have a material adverse impact on the Net Revenues and stating his reasons therefore. In determining whether to render such report, the Consulting Engineers or Rate Consultant shall consider the usefulness of the assets to be disposed of to the operations of the Parking System, the uses to be made of any proceeds of sale and the rental income to be received with respect to any lease thereof.

In addition to the clauses in this Section, no sale, lease or any other disposition of assets of the Parking System shall be consummated nor shall the proceeds of any such disposition be applied unless prior to such consummation or application, there shall be delivered an opinion of Bond Counsel to the effect that such disposition and the application of the proceeds as required herein will have no adverse impact on the exclusion of interest on any of the Bonds or other System Debt from gross income for Federal income tax purposes. As provided by the City of Miami Beach Finance Department, the following exhibit details a summary of the Parking System long-term debt.

Exhibit 2: Parking System Long-Term Debt Summary by Year

| Fiscal Year | Principal | Interest | Total |
|---|---|---|---|
| 2017 | $ 1,600,000 | $ 4,652,713 | $ 6,252,713 |
| 2018 | 1,670,000 | 4,579,713 | 6,249,713 |
| 2019 | 1,740,000 | 4,512,913 | 6,252,913 |
| 2020 | 1,805,000 | 4,444,113 | 6,249,113 |
| 2021 | 1,895,000 | 4,354,663 | 6,249,663 |
| 2022 | 1,990,000 | 4,261,613 | 6,251,613 |
| 2023 | 2,070,000 | 4,182,013 | 6,252,013 |
| 2024-2028 | 11,905,000 | 19,350,139 | 31,255,139 |
| 2029-2033 | 15,080,000 | 16,170,988 | 31,250,988 |
| 2034-2038 | 19,235,000 | 12,021,500 | 31,256,500 |
| 2039-2043 | 24,545,000 | 6,707,750 | 31,252,750 |
| 2044-2045 | 11,625,000 | 879,000 | 12,504,000 |
| | 95,160,000 | 86,117,118 | 181,277,118 |

*Source: City of Miami Beach Finance Department 2019*

[2] City of Miami Beach Resolution 2010-27491 Master Parking Bond Resolution

In addition to the summary provided in the previous exhibit, the following exhibit details the Parking System aggregate maturities of long-term debt.

Exhibit 3: Parking System Aggregate Maturities of Long-Term Debt

| Fiscal | Series 2010A | | Series 2010B | | Series 2015 | | Total Parking Fund | |
|---|---|---|---|---|---|---|---|---|
| Year | Principal | Interest | Principal | Interest | Principal | Interest | Principal | Interest |
| 2017 | 1,525,000 | 402,300 | - | 1,317,563 | 75,000 | 2,932,850 | 1,600,000 | 4,652,713 |
| 2018 | 1,590,000 | 331,550 | - | 1,317,563 | 80,000 | 2,930,600 | 1,670,000 | 4,579,713 |
| 2019 | 1,660,000 | 267,950 | - | 1,317,563 | 80,000 | 2,927,400 | 1,740,000 | 4,512,913 |
| 2020 | 1,725,000 | 201,550 | - | 1,317,563 | 80,000 | 2,925,000 | 1,805,000 | 4,444,113 |
| 2021 | 1,810,000 | 115,300 | - | 1,317,563 | 85,000 | 2,921,800 | 1,895,000 | 4,354,663 |
| 2022 | 620,000 | 24,800 | 1,170,000 | 1,317,563 | 200,000 | 2,919,250 | 1,990,000 | 4,261,613 |
| 2023 | | | 960,000 | 1,270,763 | 1,110,000 | 2,911,250 | 2,070,000 | 4,182,013 |
| 2024 | | | 1,000,000 | 1,231,163 | 1,165,000 | 2,855,750 | 2,165,000 | 4,086,913 |
| 2025 | | | 1,045,000 | 1,188,663 | 1,220,000 | 2,797,500 | 2,265,000 | 3,986,163 |
| 2026 | | | 1,095,000 | 1,139,019 | 1,280,000 | 2,736,500 | 2,375,000 | 3,875,519 |
| 2027 | | | 1,145,000 | 1,088,375 | 1,345,000 | 2,672,500 | 2,490,000 | 3,760,875 |
| 2028 | | | 1,195,000 | 1,035,419 | 1,415,000 | 2,605,250 | 2,610,000 | 3,640,669 |
| 2029 | | | 1,250,000 | 980,150 | 1,485,000 | 2,534,500 | 2,735,000 | 3,514,650 |
| 2030 | | | 1,310,000 | 922,338 | 1,560,000 | 2,460,250 | 2,870,000 | 3,382,588 |
| 2031 | | | 1,370,000 | 861,750 | 1,635,000 | 2,382,250 | 3,005,000 | 3,244,000 |
| 2032 | | | 1,440,000 | 793,250 | 1,715,000 | 2,300,500 | 3,155,000 | 3,093,750 |
| 2033 | | | 1,510,000 | 721,250 | 1,805,000 | 2,214,750 | 3,315,000 | 2,936,000 |
| 2034 | | | 1,585,000 | 645,750 | 1,895,000 | 2,124,500 | 3,480,000 | 2,770,250 |
| 2035 | | | 1,665,000 | 566,500 | 1,990,000 | 2,029,750 | 3,655,000 | 2,596,250 |
| 2036 | | | 1,750,000 | 483,250 | 2,090,000 | 1,930,250 | 3,840,000 | 2,413,500 |
| 2037 | | | 1,835,000 | 395,750 | 2,195,000 | 1,825,750 | 4,030,000 | 2,221,500 |
| 2038 | | | 1,930,000 | 304,000 | 2,300,000 | 1,716,000 | 4,230,000 | 2,020,000 |
| 2039 | | | 2,025,000 | 207,500 | 2,415,000 | 1,601,000 | 4,440,000 | 1,808,500 |
| 2040 | | | 2,125,000 | 106,250 | 2,540,000 | 1,480,250 | 4,665,000 | 1,586,500 |
| 2041 | | | | | 4,900,000 | 1,353,250 | 4,900,000 | 1,353,250 |
| 2042 | | | | | 5,140,000 | 1,108,250 | 5,140,000 | 1,108,250 |
| 2043 | | | | | 5,400,000 | 851,250 | 5,400,000 | 851,250 |
| 2044 | | | | | 5,670,000 | 581,250 | 5,670,000 | 581,250 |
| 2045 | | | | | 5,955,000 | 297,750 | 5,955,000 | 297,750 |
| | 8,930,000 | 1,343,450 | 27,405,000 | 21,846,518 | 58,825,000 | 62,927,150 | 95,160,000 | 86,117,118 |

*Source: City of Miami Beach Finance Department 2019*

The remaining sections of this analysis will detail the historical net income of the on-street parking revenues generated on Ocean Terrace between 73rd Street and 75th Street and the impact by which the removal of these income generating spaces have on the Parking System Enterprise Fund.



# 02 Net Income

# NET INCOME

## OPERATING REVENUES

Historical net revenues for on-street pay stations OT73E01-9X, OT73W02-9X, OT74E01-9X, and OT74W02-9X found in Zone 9x, have primarily consisted of transient and monthly permit revenues. To assist with our analysis, Walker requested a four-year history of parking revenues for the portion of Zone 9X along Ocean Terrace between 73rd Street and 75th Street. The most recent fiscal year (FY18) shows a revenue, net of any sales tax, of $1,238.32 per space for the sixty (60) spaces served by the four pay stations. The following exhibit details the historical breakdown of transient and monthly revenues, net of any sales tax for each pay station.

Exhibit 4: Four-Year Revenues Net of Sales Tax – Pay Stations Along Ocean Terrace Between 73rd Street and 75th Street

| FY18 | | | | | |
|---|---|---|---|---|---|
| Meter | Actual | | | | |
| | Transient | ParkMobile | Space Rental | Total | |
| OT3E01-9x | $ 16,018.65 | $ 22,585.82 | $ 1,250.00 | $ 39,854.47 | Revenue Per Space |
| OT73W02-9x | $ 9,065.70 | | | $ 9,065.70 | |
| OT74E01-9x | $ 13,158.60 | | | $ 13,158.60 | |
| OT74W02-9x | $ 12,220.50 | | | $ 12,220.50 | |
| Total | | | | **$ 74,299.27** | **$ 1,238.32** |

| FY17 | | | | | |
|---|---|---|---|---|---|
| Meter | Actual | | | | |
| | Transient | ParkMobile | Space Rental | Total | |
| OT3E01-9x | $ 17,515.65 | $ 18,041.54 | $ 2,195.00 | $ 37,752.19 | Revenue Per Space |
| OT73W02-9x | $ 8,542.95 | | | $ 8,542.95 | |
| OT74E01-9x | $ 11,787.80 | | | $ 11,787.80 | |
| OT74W02-9x | $ 14,243.00 | | | $ 14,243.00 | |
| Total | | | | **$ 72,325.94** | **$ 1,205.43** |

| FY16 | | | | | |
|---|---|---|---|---|---|
| Meter | Actual | | | | |
| | Transient | ParkMobile | Space Rental | Total | |
| OT3E01-9x | $ 21,181.05 | $ 14,422.46 | $ 140.00 | $ 35,743.51 | Revenue Per Space |
| OT73W02-9x | $ 9,498.60 | | | $ 9,498.60 | |
| OT74E01-9x | $ 15,075.65 | | | $ 15,075.65 | |
| OT74W02-9x | $ 13,093.10 | | | $ 13,093.10 | |
| Total | | | | **$ 73,410.86** | **$ 1,223.51** |

| FY15 | | | | | |
|---|---|---|---|---|---|
| Meter | Actual | | | | |
| | Transient | ParkMobile | Space Rental | Total | |
| OT3E01-9x | $ 21,550.50 | $ 12,848.44 | $ - | $ 34,398.94 | Revenue Per Space |
| OT73W02-9x | $ 20,598.35 | | | $ 20,598.35 | |
| OT74E01-9x | $ 11,405.10 | | | $ 11,405.10 | |
| OT74W02-9x | $ 17,726.10 | | | $ 17,726.10 | |
| Total | | | | **$ 84,128.49** | **$ 1,402.14** |

*Source: City of Miami Beach Parking Department 2019*

In addition to the transient and monthly revenues, Walker also requested the historical citation revenue amounts collected for Zone 9X. Due to the procedure used by the Parking Administration to receive and record parking citation revenues in conjunction with Miami-Dade County, citation totals could not be readily segregated by pay station. To assist with this request from the Parking Administration, Walker received a 2018 annual report detailing citation amounts issued by each of the three blocks along Ocean Terrace. Assuming parking citations issued are a direct correlation of parking meter revenues generated by location, the information provided in the following exhibits has been based upon a similar projection for all citation revenues. It has also been noted that fines assigned from parking citations vary based on the government entity receiving the fine payout distribution. The fine revenues are based on citations issued, not yet collected.

Exhibit 5: 2018 Parking Violation Summary – On-Street Spaces Between 7300 Ocean Terrace and 7500 Ocean Terrace

| 7300 - 7500 Ocean Terrace Citations | Fine Amount | Valid Count | Total Fines | Municipal Fine Amount | City of Miami Beach Fine Distribution |
|---|---|---|---|---|---|
| Over Time Parking | $18.00 | 297 | $5,346.00 | $8.40 | $2,494.80 |
| Restricted | $23.00 | 175 | $4,025.00 | $11.40 | $1,995.00 |
| Prohibited | $28.00 | 37 | $1,036.00 | $14.40 | $532.80 |
| Obstruct | $33.00 | 4 | $132.00 | $17.40 | $69.60 |
| Statute | $34.00 | 3 | $102.00 | $18.00 | $54.00 |
| Handicap | $253.00 | 1 | $253.00 | $24.80 | $24.80 |
| Total | | | **$10,641.00** | | **$5,171.00** |

*Source: City of Miami Beach Parking Administration 2019*

As previously shared, one year of citation data was provided to Walker. In the absence of any prior year data, Walker's analysis assumes a percentage projection similar to parking meter revenues generated for the previous three years.

Exhibit 6: Four-Year Parking Citation Revenues – On-Street Spaces Between 7300 Ocean Terrace and 7500 Ocean Terrace

| Annual Citation Revenue | | | | |
|---|---|---|---|---|
| **Citation by Block** | **FY15** | **FY16** | **FY17** | **FY18** |
| 7300 Ocean Terrace | $1,181.66 | $1,154.81 | $1,168.24 | $1,342.80 |
| 7400 Ocean Terrace | $3,203.55 | $3,130.74 | $3,167.15 | $3,640.40 |
| 7500 Ocean Terrace | $165.26 | $161.51 | $163.39 | $187.80 |
| Total Citation Revenue | $4,550.47 | $4,447.06 | $4,498.78 | $5,171.00 |
| Citation Revenue Per Space (60 spaces) | $75.84 | $74.12 | $74.98 | $86.18 |

*Source: City of Miami Beach Parking Administration and Walker Consultants 2019*

With no other revenue categories available for review and consideration, the following exhibit provides a comprehensive breakdown of all revenue categories associated with the Ocean Terrace Pay Stations.

Exhibit 7: Four-Year Revenue Totals – Pay Stations Along Ocean Terrace Between 73rd Street and 75th Street

| FY18 | | | | | |
|---|---|---|---|---|---|
| Meter | Actual | | | | |
| | Transient | ParkMobile | Space Rental | Total | |
| OT3E01-9x | $ 16,018.65 | $ 22,585.82 | $ 1,250.00 | $ 39,854.47 | Revenue Per Space |
| OT73W02-9x | $ 9,065.70 | | | $ 9,065.70 | |
| OT74E01-9x | $ 13,158.60 | | | $ 13,158.60 | |
| OT74W02-9x | $ 12,220.50 | | | $ 12,220.50 | |
| Total | | | | **$ 74,299.27** | **$ 1,238.32** |

| FY17 | | | | | |
|---|---|---|---|---|---|
| Meter | Actual | | | | |
| | Transient | ParkMobile | Space Rental | Total | |
| OT3E01-9x | $ 17,515.65 | $ 18,041.54 | $ 2,195.00 | $ 37,752.19 | Revenue Per Space |
| OT73W02-9x | $ 8,542.95 | | | $ 8,542.95 | |
| OT74E01-9x | $ 11,787.80 | | | $ 11,787.80 | |
| OT74W02-9x | $ 14,243.00 | | | $ 14,243.00 | |
| Total | | | | **$ 72,325.94** | **$ 1,205.43** |

| FY16 | | | | | |
|---|---|---|---|---|---|
| Meter | Actual | | | | |
| | Transient | ParkMobile | Space Rental | Total | |
| OT3E01-9x | $ 21,181.05 | $ 14,422.46 | $ 140.00 | $ 35,743.51 | Revenue Per Space |
| OT73W02-9x | $ 9,498.60 | | | $ 9,498.60 | |
| OT74E01-9x | $ 15,075.65 | | | $ 15,075.65 | |
| OT74W02-9x | $ 13,093.10 | | | $ 13,093.10 | |
| Total | | | | **$ 73,410.86** | **$ 1,223.51** |

| FY15 | | | | | |
|---|---|---|---|---|---|
| Meter | Actual | | | | |
| | Transient | ParkMobile | Space Rental | Total | |
| OT3E01-9x | $ 21,550.50 | $ 12,848.44 | $ - | $ 34,398.94 | Revenue Per Space |
| OT73W02-9x | $ 20,598.35 | | | $ 20,598.35 | |
| OT74E01-9x | $ 11,405.10 | | | $ 11,405.10 | |
| OT74W02-9x | $ 17,726.10 | | | $ 17,726.10 | |
| Total | | | | **$ 84,128.49** | **$ 1,402.14** |

*Source: City of Miami Beach Parking Department 2019*

## OPERATING EXPENSES

Operating expenses associated with the four pay stations located along Ocean Terrace consist of the following itemized costs:

1. Pay station management software costs associated with the operation, communications and management of data for each station and transaction.
2. Pay station warranty costs to maintain software and service repair needs.
3. Pay station collection expenses related to the Parking Administration's effort to collect and deposit monies from parking payment transactions.

The following exhibit provides a comprehensive breakdown of all operating expense categories associated with the four pay stations.

Exhibit 8: Four-Year Operating Expense Totals – Pay Stations Along Ocean Terrace Between 73rd Street and 75th Street

| | FY15 | FY16 | FY17 | FY18 |
|---|---|---|---|---|
| **Pay Station** | **Annual EMS Pay Station Expense** | | | |
| **OT73E01-9X** | $600.00 | $600.00 | $600.00 | $600.00 |
| **OT73W02-9X** | $600.00 | $600.00 | $600.00 | $600.00 |
| **OT74E01-9X** | $600.00 | $600.00 | $600.00 | $600.00 |
| **OT74W02-9X** | $600.00 | $600.00 | $600.00 | $600.00 |
| **Pay Station** | **Annual Pay Station Warranty Expense** | | | |
| **OT73E01-9X** | $475.00 | $475.00 | $475.00 | $475.00 |
| **OT73W02-9X** | $475.00 | $475.00 | $475.00 | $475.00 |
| **OT74E01-9X** | $475.00 | $475.00 | $475.00 | $475.00 |
| **OT74W02-9X** | $475.00 | $475.00 | $475.00 | $475.00 |
| **Pay Station** | **Annual Pay Station Collection Expense** | | | |
| **OT73E01-9X** | $592.10 | $592.10 | $592.10 | $592.10 |
| **OT73W02-9X** | $592.10 | $592.10 | $592.10 | $592.10 |
| **OT74E01-9X** | $592.10 | $592.10 | $592.10 | $592.10 |
| **OT74W02-9X** | $592.10 | $592.10 | $592.10 | $592.10 |
| **Pay Station** | **Totals** | | | |
| **All Stations** | **$6,668.40** | **$6,668.40** | **$6,668.40** | **$6,668.40** |
| Per Space | $111.14 | $111.14 | $111.14 | $111.14 |

*Source: City of Miami Beach Parking Department 2019*

## NET INCOME SUMMARY

The following exhibit details the combined net income for the four pay stations as a factor of operating revenues minus operating expenses, providing for a net income total and net income per space.

Exhibit 9: Four-Year Net Income - Pay Stations Along Ocean Terrace Between 73rd Street and 75th Street

| On-Street Meter Revenues | | FY18 | FY17 | FY16 | FY15 |
|---|---|---|---|---|---|
| | Transient | $50,463.45 | $52,089.40 | $58,848.40 | $71,280.05 |
| | ParkMobile | $22,585.82 | $18,041.54 | $14,422.46 | $12,848.44 |
| | Monthly | $1,250.00 | $2,195.00 | $140.00 | $0.00 |
| | **Total** | **$74,299.27** | **$72,325.94** | **$73,410.86** | **$84,128.49** |
| **On-Street Meter Expenses** | | **FY18** | **FY17** | **FY16** | **FY15** |
| | EMS | $2,400.00 | $2,400.00 | $2,400.00 | $2,400.00 |
| | Warranty | $1,900.00 | $1,900.00 | $1,900.00 | $1,900.00 |
| | Collection | $2,368.40 | $2,368.40 | $2,368.40 | $2,368.40 |
| | **Total** | **$6,668.40** | **$6,668.40** | **$6,668.40** | **$6,668.40** |
| **On-Street Meter** | **Income** | **$67,630.87** | **$65,657.54** | **$66,742.46** | **$77,460.09** |
| | Per Space | $1,127.18 | $1,094.29 | $1,112.37 | $1,291.00 |

*Source: Walker Consultants and City of Miami Beach Parking Department 2019*

As shown in the preceding exhibit, the combined net income for the Ocean Terrace pay stations experienced a peak income level of $77,460.09 in FY15, representing a per space income of $1,291 for the 60 total spaces. If the spaces are disposed through a right-of-way vacation, all revenues and expenses become null, except the $2,368 annual collection cost. This operating expense item is the result of an indirect cost allocation from the Parking System, representing the effort the Parking Administration assigns to the collection of revenues for these specific spaces. It is understood that the disposition of the spaces will not reduce Parking System personnel counts.



# 03 Disposition Impact

## DISPOSITION IMPACT

Walker received a copy of the City of Miami Beach Financial Report for the Fiscal Years Ending September 30, 2014-2017. The reports were prepared by the City of Miami Beach Finance Department and included an Independent Auditor's Report from Crowe Horwath, LLC, a section titled Management's Discussion and Analysis (Unaudited), the 2014-2017 Financial Statements, and a section titled Required Supplementary Information (Unaudited).

The following exhibit provides a summary of the revenues, expenses and changes in net position for the Parking System Enterprise Fund as detailed in the Financial Report[3].

Exhibit 10: Parking System Enterprise Fund – Fiscal Year End Summaries (FY14-FY17)

| | 2014 | 2015 | 2016 | 2017 | 2018 |
|---|---|---|---|---|---|
| Operating Revenues | $40,049,313 | $42,672,887 | $51,499,302 | $47,285,421 | |
| Operating expenses, excl. depreciation | $29,249,957 | $30,708,380 | $35,647,133 | $36,830,114 | |
| Operating income, before depreciation | $10,799,356 | $11,964,507 | $15,852,169 | $10,455,307 | |
| Depreciation | ($6,917,621) | ($6,518,607) | ($5,973,576) | ($5,833,405) | |
| Nonoperating revenue | $3,436,656 | $3,251,919 | $4,058,273 | $3,656,090 | |
| Nonoperating expenses | ($666,355) | ($562,533) | ($1,361,533) | ($3,454,810) | |
| Capital contributions | ($517,538) | ($165,207) | $0 | $0 | |
| Transfers out | ($4,382,629) | ($9,610,597) | ($9,215,478) | ($6,474,996) | |
| **Change in net position** | **$1,751,869** | **($1,640,518)** | **$3,359,855** | **($1,651,814)** | |

Awaiting final comments from external auditors

*Source: City of Miami Beach Financial Report Fiscal Year Ended September 30, 2014 through September 30, 2017*

As demonstrated in Exhibit 10 (Four-Year Net Income), the disposition of Ocean Terrace pay stations provides for an approximate peak fiscal year net income loss of $77,460 from the Parking Fund's operating income statement. It is Walker's professional opinion that this estimated annual loss of $77,460 will not have a material adverse impact on the net revenues of the Parking System.

This opinion is further supported by the results of the FY17 Fiscal Year End Summary where the net revenues of the Parking Enterprise Fund reveals an operating income of $10,455,307, resulting in a dollar amount that is substantially more than this estimated loss of net income. Subtracting the $77,460 net income loss from the FY17 operating income provides an adjusted operating income of $10,377,847. This adjusted amount allows for the Parking Enterprise Fund to continue to cover planned reductions to the fund balance to include annual depreciation amounts, annual non-operating expenses, and annual transfers out, which includes payments to the General Fund.

[3] City of Miami Beach FY17 CAFR, Page 33

| | |
|---|---|
| **From:** | Aleman, John |
| **To:** | Granado, Rafael |
| **Subject:** | Fwd: OCEAN TERRACE VOTE JUNE 26 |
| **Date:** | Monday, June 17, 2019 9:11:35 PM |

Please add to 6/26/19 meeting materials for the item.

Commissioner John Alemán
City of Miami Beach
JohnAleman@miamibeachfl.gov

Sent from my iPhone

Begin forwarded message:

**From:** Judith Bishop <judithmbishop@aol.com>
**Date:** June 17, 2019 at 6:28:32 PM EDT
**To:** Judith Bishop <judithmbishop@aol.com>
**Subject: OCEAN TERRACE VOTE JUNE 26**

Your June 26th meeting will be pivotal for the future of Ocean Terrace where I have resided for thirteen years. Unfortunately, I will be unable attend the meeting since I'll be out of state visiting family. Thank you for your past support and diligent work during the long process of redeveloping our neighborhood. Once again, I ask for your continued support. Please vote a resounding YES! OTH will change the face of Ocean Terrace and facilitate the revitalization of the Town Center. That upgrade, in turn, will have a ripple effect throughout all of North Beach. The stakes are high, but the rewards are too. One of the biggest beneficiaries will be the city of Miami Beach. Tax revenue will increase and continue to roll in like clockwork - year after year after year. This is a golden opportunity to transform a "liability" neighborhood into an "asset" neighborhood that will benefit all the residents of Miami Beach.

Thank you,

Judith Bishop

St. Tropez Ocean Condo

7330 Ocean Terrace

Apartment 502

Miami Beach, FL 33141

305-866-3693 Home

917-562-1960 Mobile

**From:** Aleman, John
**To:** Granado, Rafael
**Subject:** Fwd: Ocean Terrace
**Date:** Monday, June 17, 2019 9:11:29 PM

---

Please add this letter to the item for 6/26/19 Ocean Terrace

Commissioner John Alemán
City of Miami Beach
JohnAleman@miamibeachfl.gov

Sent from my iPhone

Begin forwarded message:

**From:** Silvia Coltrane <silvia@retimiami.com>
**Date:** June 16, 2019 at 12:05:08 PM EDT
**To:** "DanGelber@miamibeachfl.gov" <DanGelber@miamibeachfl.gov>, "MickySteinberg@miamibeachfl.gov" <MickySteinberg@miamibeachfl.gov>, "MarkSamuelian@miamibeachfl.gov" <MarkSamuelian@miamibeachfl.gov>, "Michael@miamibeachfl.gov" <Michael@miamibeachfl.gov>, "joymalakoff@miamibeachfl.gov" <joymalakoff@miamibeachfl.gov>, "RickyArriola@miamibeachfl.gov" <RickyArriola@miamibeachfl.gov>, "JohnAleman@miamibeachfl.gov" <JohnAleman@miamibeachfl.gov>
**Subject: Ocean Terrace**

June 16, 2019

Honorable Mayor Gelber and City Commissioners:

I am writing to you to respectfully request that you do not waiver in your commitment to the residents of North Beach to assure a revitalized community. Your vote to turn Ocean Terrace into a beautiful park is a very important decision for North Beach because "As **Ocean Terrace goes, so does Town Center".**

While other developers previously explored the area and gave up on North Beach, the City of Miami Beach is fortunate to have the Ocean Terrace Developers committing to build **and pay for** an oceanfront park and promenade for the entire community to enjoy. We should be glad that they have not given up yet. What is very commendable is that these developers have been very sensitive to the wishes of the residents and have engaged the community in the entire process by holding various charettes and community outreach meetings.

Please do not be swayed by the very few people that say that the community voted against allowing for the increase of buildable square footage in Ocean Terrace. Recently, the voters approved a 3.5 FAR for Town Center, the highest FAR in this city today because they want to see change, and a revitalized North Beach. As Kirk Pascal stated at the public charette held in June 12th, the previous

opposition was not because of the increase in buildable, it was because historic buildings were being demolished. The developers heard the public and redesigned the development. The project received the approval of the Historic Preservation Board.

We have a win-win situation for all. Yes, the developer will get to build a few more hotel units in order to get a quality hotel company to look at North Beach as a worthy location for one of their flags. Without the right flag, the development will not be financially feasible, and the community will be the real looser.

You must not look at what the developer may get, you must look at the bigger picture and the ripple effect that this development will generate. The community will be the larger winner and the recipient of direct and indirect benefits as the subject development moves forward. In addition to the investment by the developer of $11 million plus for world-class park at no cost to the residents of Miami Beach, North Beach will get additional benefits:

- More jobs for the community that lives close by. They could bike or walk to work instead of taking long bus rides to get to their jobs away from North Beach.
- Attractive jobs nearby will help the historic building to get quality tenants, and this will allow them to invest to improve their properties.
- The Business community will be able to flourish again. (6 businesses have closed in the last six months in North Beach and 4 more are ready to close within the next 2 months).
- Quality retail and fun restaurants will replace t-shirt shops, Tattoo parlors and bikini bars.
- About $49 Million in net present value increase to the City budget from Ad valorem taxes, bed tax, hotel related fees, construction related fees, etc. This will alleviate budget deficits.

**The level of comfort of lenders, hotels and investors is very thin as they view this area. With your vote, you will be telling, lenders, investors and hotel companies to believe in the future of this area, and this is vital for any change to occur. I can attest to this from my own personal experience.**

I am respectfully requesting that you deliver on your promise to the residents of North Beach and support progress for a community that has been left behind. A vote against allowing this proposal to move forward, is a vote against the entire North Beach and the potential of a bright future. "A**s Ocean Terrace goes, so does Town Center".**

Respectfully yours,

Silvia Coltrane

Collins and 72nd Developers, LLC.

Collins and 73rd Developers, LLC.

**RESOLUTION NO.**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, TO CONSIDER APPROVAL, FOLLOWING SECOND READING/PUBLIC HEARING, OF A DEVELOPMENT AGREEMENT AS AUTHORIZED UNDER SECTION 118-4 OF THE CITY CODE, AND SECTIONS 163.3220 – 163.3243, FLORIDA STATUTES, BETWEEN THE CITY AND 7400 OCEAN TERRACE, LLC, 7410 OCEAN TERRACE, LLC, 7420 OCEAN TERRACE INVESTMENT, LLC, 7436 OCEAN TERRACE, LLC, 7450 OCEAN TERRACE, LLC, 7441 COLLINS AVENUE INVESTMENT, LLC, 7439 COLLINS AVENUE INVESTMENT, LLC, 7433 COLLINS AVENUE INVESTMENT, LLC, 7421 COLLINS AVENUE INVESTMENT, LLC AND 7409 COLLINS AVENUE INVESTMENT, LLC (COLLECTIVELY, THE "DEVELOPER"), WHICH DEVELOPMENT AGREEMENT: (1) DELINEATES CONDITIONS FOR THE DEVELOPMENT OF THE PROPERTIES LOCATED AT 7409, 7421, 7433, 7435, 7437, 7439, 7441, AND 7449 COLLINS AVENUE, AND 7400, 7410, 7420, 7430, 7436, AND 7450 OCEAN TERRACE (COLLECTIVELY, THE "DEVELOPMENT SITE"), WITH SUCH DEVELOPMENT SITE TO BE DEVELOPED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY'S OCEAN TERRACE OVERLAY DISTRICT, AS SET FORTH IN SECTIONS 142-870 AND 142-870.1 OF THE CITY CODE; (2) MEMORIALIZES THE CONDITIONS FOR VACATING THE CITY'S RIGHT-OF-WAY AT OCEAN TERRACE, BETWEEN 74TH STREET AND 75TH STREET, AS WELL AS PORTIONS OF 74TH STREET AND 75TH STREET, BETWEEN OCEAN TERRACE AND COLLINS AVENUE (COLLECTIVELY, THE "CITY RIGHT-OF-WAY AREAS"); (3) GRANTS TO THE CITY A PERPETUAL EASEMENT OVER, ACROSS AND UNDER THE VACATED CITY RIGHT-OF-WAY AREAS FOR UTILITIES AND PUBLIC VEHICULAR, PEDESTRIAN AND RECREATIONAL USE AND ACCESS; (4) PROVIDES FOR THE DEVELOPER'S DESIGN AND CONSTRUCTION OF CERTAIN PUBLIC PARK AND STREETSCAPE IMPROVEMENTS IN THE VICINITY OF OCEAN TERRACE, BETWEEN 73RD STREET AND 75TH STREET, AT DEVELOPER'S COST AND EXPENSE (WITH THE EXCEPTION OF CERTAIN CITY FEES); AND (5) WITH THE FOREGOING SUBJECT TO AND CONTINGENT UPON DEVELOPER'S SATISFACTION OF THE CONDITIONS SET FORTH IN THE DEVELOPMENT AGREEMENT AND THE CITY COMMISSION'S VACATION OF THE CITY RIGHT-OF-WAY AREAS AND ENACTMENT OF CERTAIN AMENDMENTS TO THE CITY'S FUTURE LAND USE MAP AND ZONING MAP, AT ITS SOLE DISCRETION.**

**WHEREAS,** the City holds a right-of-way dedication to the following areas:

(1) a portion of Ocean Terrace, running from the centerline of 74th Street and the northern right-of-way line of 75th Street, consisting of a sixty (60) foot wide right-of-way, and containing approximately 25,200 square feet in total lot area; as shown on as shown on the Plat of the Townsite of Harding, recorded in Plat Book 34, Page 4 of the Public Records of Miami-Dade County (the "Harding Townsite Plat");

(2) the north half of 74th Street, between Ocean Terrace and Collins Avenue, which consists of a 30-foot wide right-of-way containing approximately 8,880 square feet in total lot area; and

(3) a portion of 75th Street, between Ocean Terrace and Collins Avenue, which consists of a 40-foot wide right-of-way containing approximately 11,840 square feet in total lot area (collectively, (1) through (3) above, the "City Right-of-Way Areas"), each as shown on the Harding

Townsite Plat, and depicted in the sketch attached as Exhibit "A" to the Commission Memorandum accompanying this Resolution; and

**WHEREAS,** various entities controlled by and affiliated with the principals of Ocean Terrace Holdings, LLC, namely, 7400 Ocean Terrace, LLC, 7410 Ocean Terrace, LLC, 7420 Ocean Terrace Investment, LLC, 7436 Ocean Terrace, LLC, 7450 Ocean Terrace, LLC, and 7441 Collins Avenue Investment, LLC (collectively, the "Developer") own the properties abutting or in the vicinity of the City Right-of-Way Areas; which parcels are known as 7409, 7421, 7433, 7435, 7437, 7439, 7441, and 7449 Collins Avenue, and 7400, 7410, 7420, 7430, 7436, and 7450 Ocean Terrace (collectively, the "Property"); and

**WHEREAS**, the Developer holds a reversionary interest in the public reservation area immediately east of Ocean Terrace between 74th and 75th Streets, more specifically described in the proposed Development Agreement, a copy of which is attached as Exhibit "F" to the Commission Memorandum accompanying this Resolution (the "Reversionary Interest"); and

**WHEREAS,** the Developer intends to develop the Property as a mixed-use residential and commercial development (collectively, the "Proposed Development") pursuant to a Florida Statute Chapter 163 development agreement entered into between the City and the Developer (the "Development agreement"), and to develop, design and construct, at the Developer's sole cost and expense, certain public park and streetscape improvements in the vicinity of Ocean Terrace, between 73rd Street and 75th Street (the "Park/Streetscape Improvements"); and

**WHEREAS,** the Proposed Development shall be developed as a unified development site; and

**WHEREAS,** in conjunction with the Proposed Development, the Developer is requesting that the City vacate the City Right-of-Way Areas abutting 7401, 7441, and 7449 Collins Avenue and 7400, 7410, 7420, 7430, 7436, and 7450 Ocean Terrace, and has submitted its application to the City's Public Works Department with respect thereto, to permit Developer to utilize the F.A.R. associated with the City Right-of-Way Areas within the Developer's Project (but with the City Right-of-Way Areas to continue to be used for pedestrian and vehicular access); and

**WHEREAS,** with respect to the proposed vacation of the 4,380 square feet of City right-of-way abutting 7401 Collins Avenue, the proposed vacation shall be subject to and contingent on Developer's agreement with the property owner to include the vacated right of way area as part of the unified development site for the Project; and

**WHEREAS**, on March 22, 2019, and on June 14, 2019 the Finance and Citywide Projects Committee reviewed the proposed vacation and terms for the development agreement, and favorably recommended that the City Commission approve the proposed vacation and Development Agreement; and

**WHEREAS**, the three major components that must be implemented in order for the Proposed Developer to proceed include (1) the vacation of the City Right-of-Way Areas; (2) the Development Agreement, specifying with the terms and conditions for the development of the Project and completion of the Park/Streetscape Improvements; and (3) amendments to the City's Comprehensive Plan and Land Development Regulations, to conform the zoning map to the vacation of the City Right-of-Way Areas; and

**WHEREAS,** pursuant to the requirements of Section 1.03(b)(4) of the City Charter, the Planning Board, at its May 21, 2019 meeting, unanimously approved the proposed vacation; and

**WHEREAS,** on June 26, 2019, the Mayor and City Commission held the first reading of the vacation Resolution, in accordance with Section 82-37 of the City Code; and

**WHEREAS**, on June 26, 2019, the Mayor and City Commission also considered, on first reading, the companion agenda items, with the proposed amendments to the City's Comprehensive Plan and Land Development Regulations, to: (a) amend the Comprehensive Plan to change the designation of the portions of the City Right-of-Way Areas designated PF, "Public Facility," and ROS, "Recreation and Open Space," to the Future Land Use categories of CD-2, "Commercial Medium Intensity" and MXE, "Mixed-Use Entertainment"; and (b) amend the City's Land Development Regulations to rezone the City Right-of-Way Areas from the current zoning classification of GU, "Government Use District," to CD-2, "Commercial Medium Intensity" and MXE, "Mixed-Use Entertainment," and extending the boundary of the Ocean Terrace Overlay Zone to encompass the City Right-of-Way Areas; and

**WHEREAS**, Sections 163.3220 – 163.3243, Florida Statutes, and Section 118-4 of the City's Code require two public hearings for a Development Agreement; and

**WHEREAS**, on June 26, 2019, the Mayor and City Commission held the first reading/public hearing of the proposed Development Agreement, and approved the item on first reading, following extensive public input and comment; and

**WHEREAS**, the Administration and Developer have negotiated the Development Agreement, a copy of which is attached hereto as Exhibit "F" to the Commission Memorandum accompanying this Resolution; and

**WHEREAS,** the Development Agreement provides, among other provisions, the following terms and conditions:

- The Proposed Development will be developed based on, and in accordance with, the requirements of the Ocean Terrace Overlay District, as set forth in Sections 142-870 and 142-870.1 of the City Code. Within the Ocean Terrace Overlay District, the maximum height of a main use residential building shall not exceed 235 feet, and the maximum height of a main use hotel building shall not exceed 125 feet. The current main permitted uses in the Ocean Terrace Overlay District are (a) apartments; (b) apartment/hotels; (c) hotels; (d) commercial; and (e) uses that serve alcoholic beverages. Package alcohol stores are prohibited in the Ocean Terrace Overlay District; and

- In order to permit the Proposed Development to proceed as a unified development site, the City shall convey to the Developer any right, title and interest it has in the City Right-of-Way Areas, by quit claim deed, subject to the terms of the Development Agreement; and

- Simultaneous with the City's conveyance to the Developer of the City Right-of-Way Areas, the Developer shall grant to the City a perpetual, irrevocable easement against the City Right-of-Way Areas for public vehicular, pedestrian and recreational use and access (as modified by the Park/Streetscape Improvements, which will pedestrianize portions of the City Right-of-Way Areas); and

- Developer shall convey to the City any right, title and interest Developer has in the public reservation area depicted in Exhibit "B" of the Development Agreement (namely, its reversionary interest in the public reservation area), provided, however, that Developer would reserve its reversionary interest in the eastern 30 feet of the Ocean Terrace right of way (which area would revert to the Developer upon the adoption of the Vacation Resolution); and

- In consideration for the City's conveyance of the City Right-of-Way Areas, Developer shall complete, or cause to be completed, the design, permitting and construction of the Park/Streetscape Improvements, consistent with the Concept Plan approved by the City Commission, and at Developer's sole cost and expense, except for the City's payment of a maximum of $80,000 for zoning application fees, and a maximum of $300,000 to cover monthly parking passes at specified City parking lots for Developer's contractors for the Proposed Development and Park/Streetscape Improvements; and

- Developer shall complete the Park/Streetscape Improvements in two phases, with Phase 1 to be completed within 48 months following the Effective Date of the Development Agreement (the date the agreement is executed by the Parties and recorded), and with Phase 2 to be completed within 96 months following the Effective Date;

- Developer shall complete the Proposed Development within 96 months following the Effective Date, provided, however, that if Developer timely completes Phase 2 of the Park/Streetscape Improvements, Developer shall be entitled to a 24-month extension if Developer has timely completed Phase 2 of the Park/Streetscape Improvements within the timeframes set forth in the Development Agreement and has commenced construction of the Proposed Development; and

- Developer has agreed to all of the conditions requested by the Planning Board and the Land Use and Development Committee, including provisions to ensure that the final Plans and Specifications for the Park/Streetscape Improvements (i) provide for public access to the beach to be maintained; (ii) include a continuous north/south beach walkway to be maintained during construction; and (iii) satisfactorily address ingress/egress for vehicles accessing the St. Tropez property at 7330 Ocean Terrace, vehicle drop offs for elderly visitors to the UNIDAD building at 7251 Collins Avenue, load-in/load-out needs for the North Beach Bandshell located at 7275 Collins Avenue, and a vehicular drop-off or other turn around at the east end of 75th Street; and

- City shall not issue a temporary certificate of occupancy for the Proposed Development until Developer has substantially completed Phase 1 of the Park/Streetscape Improvements and satisfied its obligations to the City under the Development Agreement, and City shall not issue a final certificate of occupancy until Developer has substantially completed Phase 2 of the Park/Streetscape Improvements; and

- If an outdoor café is approved by the Historic Preservation Board ("HPB") as part of the HPB's review and approval of the Park/Streetscape Improvements, Developer would have the right to operate the café area in accordance with the minimum standards, criteria and conditions for sidewalk café permits, as set forth in the City Code, and

- In consideration for the completion of the Park/Streetscape Improvements, in the event a hotel is developed as part of the Proposed Development, Developer shall have the right to utilize a maximum of 175 feet between 74th Street and 75th Street, for a beachfront concession, to be offered through the City's beachfront concessionaire, the Boucher Brothers Miami Beach, LLC, subject to the terms of the Development Agreement; and

- As security for Developer's obligations to deliver to the City a completed and constructed Park/Streetscape Improvements, Developer shall deliver to the City, either (1) an agreement with the Developer's lender to fund the then remaining Park/Streetscape construction amount directly to the City in the event the Developer defaults on its obligations; or (2) a letter of credit in favor of the City, in an amount equal to the costs to design and construction the Park/Streetscape Improvements (not to exceed $14,800,000), which would permit City to draw on the funds, and complete the construction of the Park/Streetscape Improvements, if the Developer fails to do so; and

- Developer has proposed a ten (10) year initial duration of the Development Agreement, with one automatic 8-year extension if Developer completes the Park/Streetscape Improvements within the timeframes set forth in the Development Agreement.

**WHEREAS,** for the reasons as outlined in the Commission Memorandum accompanying this Resolution, the Administration recommends approval of the Development Agreement on second reading.

**NOW THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby approve, following second reading/public hearing, of a Development Agreement as authorized under Section 118-4 of the City Code, and Sections 163.3220 – 163.3243, Florida Statutes, between the City and 7400 Ocean Terrace, LLC, 7410 Ocean Terrace, LLC, 7420 Ocean Terrace Investment, LLC, 7436 Ocean Terrace, LLC, 7450 Ocean Terrace, LLC, 7441 Collins Avenue Investment, LLC, 7439 Collins Avenue Investment, LLC, 7433 Collins Avenue Investment, LLC, 7421 Collins Avenue Investment, LLC, and 7409 Collins Avenue Investment, LLC (collectively, the "Developer"), which Development Agreement: (1) delineates conditions for the development of the properties located at 7409, 7421, 7433, 7435, 7437, 7439, 7441, and 7449 Collins Avenue, and 7400, 7410, 7420, 7430, 7436, and 7450 Ocean Terrace (collectively, the "Development Site"), with such Development Site to be developed in accordance with the requirements of the City's Ocean Terrace Overlay District, as set forth in Sections 142-870 and 142-870.1 of the City Code; (2) memorializes the conditions for vacating the City's right-of-way at Ocean Terrace, between 74th Street and 75th Street, as well as portions of 74th Street and 75th Street, between Ocean Terrace and Collins Avenue (collectively, the "City Right-Of-Way Areas"); (3) grants to the City a perpetual roadway easement over, across and under the vacated City Right-Of-Way Areas for utilities and public vehicular, pedestrian and recreational use and access; (4) provides for the Developer's design and construction of certain public park and streetscape improvements in the vicinity of Ocean Terrace, between 73rd Street and 75th Street, at Developer's cost and expense (with the exception of certain City fees); and (5) with the foregoing subject to and contingent upon Developer's satisfaction of the conditions set forth in the Development Agreement and the City Commission's vacation of the City Right-Of-Way Areas and enactment of certain amendments to the City's Future Land Use Map and Zoning Map, at its sole discretion.

**PASSED and ADOPTED** this 31st day of July, 2019.

**ATTEST:**

Dan Gelber, Mayor

Rafael G. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/24/19 Date

RAP

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON SECOND READING/PUBLIC HEARING OF THIS RESOLUTION, THE VACATION OF THAT PORTION OF (1) OCEAN TERRACE, BETWEEN THE CENTERLINE OF 74th STREET AND THE NORTHERN RIGHT-OF-WAY LINE OF 75th STREET, WHICH CONSISTS OF A 60-FOOT WIDE RIGHT-OF-WAY CONTAINING APPROXIMATELY 25,200 SQUARE FEET IN TOTAL LOT AREA; (2) THE NORTH HALF OF 74th STREET, BETWEEN OCEAN TERRACE AND COLLINS AVENUE, WHICH CONSISTS OF A 30-FOOT WIDE RIGHT-OF-WAY CONTAINING APPROXIMATELY 8,880 SQUARE FEET IN TOTAL LOT AREA; AND (3) A PORTION OF 75th STREET, BETWEEN OCEAN TERRACE AND COLLINS AVENUE, WHICH CONSISTS OF A 40-FOOT WIDE RIGHT-OF-WAY CONTAINING APPROXIMATELY 11,840 SQUARE FEET IN TOTAL LOT AREA (COLLECTIVELY, THE "CITY RIGHT-OF-WAY AREAS"), IN FAVOR OF THE ABUTTING PROPERTY OWNERS, 7400 OCEAN TERRACE, LLC, 7410 OCEAN TERRACE, LLC, 7420 OCEAN TERRACE INVESTMENT, LLC, 7436 OCEAN TERRACE, LLC, 7450 OCEAN TERRACE, LLC, AND 7441 COLLINS AVENUE INVESTMENT, LLC (COLLECTIVELY, THE "DEVELOPER") AND G & V REALTY, LLC, THE OWNER OF 7401 COLLINS AVENUE; CONDITIONING THE VACATION UPON THE CITY COMMISSION'S APPROVAL OF, AND DEVELOPER'S SATISFACTION OF, CERTAIN TERMS AND CONDITIONS, TO BE SET FORTH IN A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND DEVELOPER, WHICH CONDITIONS SHALL, AMONG OTHER TERMS, REQUIRE THE DEVELOPER TO (1) GRANT TO THE CITY A PERPETUAL EASEMENT OVER, ACROSS AND UNDER THE CITY RIGHT-OF-WAY AREAS FOR UTILITIES AND PUBLIC VEHICULAR, PEDRESTRIAN AND RECREATIONAL USE AND ACCESS; AND (2) DEVELOP, DESIGN, AND CONSTRUCT, AT THE DEVELOPER'S SOLE COST AND EXPENSE (EXCEPT FOR PAYMENT OF CERTAIN CITY FEES), CERTAIN PUBLIC PARK AND STREETSCAPE IMPROVEMENTS IN THE VICINITY OF OCEAN TERRACE, BETWEEN 73RD STREET AND 75TH STREET, WITH SUCH PUBLIC IMPROVEMENTS HAVING A VALUE OF APPROXIMATELY FOURTEEN MILLION EIGHT HUNDRED THOUSAND DOLLARS ($14,800,000); AND FURTHER, WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING REQUIREMENT, PURSUANT TO SECTION 82-38 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY.**

**WHEREAS,** the City holds a right-of-way dedication to the following right-of-way areas:

(1) a portion of Ocean Terrace, running from the centerline of 74th Street and the northern right-of-way line of 75th Street, consisting of a sixty (60) foot wide right-of-way, and containing approximately 25,200 square feet in total lot area; as shown on as shown on the Plat of the Townsite of Harding, recorded in Plat Book 34, Page 4 of the Public Records of Miami-Dade County (the "Harding Townsite Plat");

(2) the north half of 74th Street, between Ocean Terrace and Collins Avenue, which consists of a 30-foot wide right-of-way containing approximately 8,880 square feet in total lot area; and

(3) a portion of 75th Street, between Ocean Terrace and Collins Avenue, which consists of a 40-foot wide right-of-way containing approximately 11,840 square feet in total lot area (collectively, (1) through (3) above, the "City Right-of-Way Areas"), each as shown on the Harding Townsite Plat, and depicted in the sketch attached as Exhibit "A" to the Commission Memorandum accompanying this Resolution; and

**WHEREAS,** various entities controlled by and affiliated with the principals of Ocean Terrace Holdings, LLC, namely, 7400 Ocean Terrace, LLC, 7410 Ocean Terrace, LLC, 7420 Ocean Terrace Investment, LLC, 7436 Ocean Terrace, LLC, 7450 Ocean Terrace, LLC, and 7441 Collins Avenue Investment, LLC (collectively, the "Developer"), and G&V Realty, LLC (the owner of 7401 Collins Avenue), own the properties abutting or in the vicinity of the City Right-of-Way Areas; which parcels are known as 7401, 7409, 7421, 7433, 7435, 7437, 7439, 7441, and 7449 Collins Avenue, and 7400, 7410, 7420, 7430, 7436, and 7450 Ocean Terrace (collectively, the "Property"); and

**WHEREAS,** the Developer intends to develop the Property as a mixed-use residential and commercial development (collectively, the "Proposed Development") pursuant to a Florida Statute Chapter 163 development agreement entered into between the City and the Developer (the "Development Agreement"), and to develop, design and construct, at the Developer's sole cost and expense, certain public park and streetscape improvements in the vicinity of Ocean Terrace, between 73rd Street and 75th Street; and

**WHEREAS,** the Proposed Development shall be developed as a unified development site; and

**WHEREAS,** in conjunction with Proposed Development, the Developer is requesting that the City vacate the City Right-of-Way Areas abutting 7401, 7441, and 7449 Collins Avenue and 7400, 7410, 7420, 7430, 7436, and 7450 Ocean Terrace, and has submitted its application to the City's Public Works Department with respect thereto, to permit Developer to utilize the F.A.R. associated with the City Right-of-Way Areas within the Developer's Project (but with the City Right-of-Way Areas to continue to be used for pedestrian and vehicular access and travel); and

**WHEREAS**, with respect to the proposed vacation of the 4,380 square feet of City right-of-way abutting 7401 Collins Avenue, the proposed vacation shall be subject to and contingent on Developer's agreement with the property owner to include the vacated right-of-way area as part of the unified development site for the Project; and

**WHEREAS,** the vacation of City streets, alleys, and/or rights of way, require compliance with Article II, Sections 82-36 through 82-40, of the City Code (which establish the procedures governing the sale or lease of public property);

**WHEREAS**, prior to approving a request for vacation, the following requirements must be satisfied: (1) the title of the Resolution approving the proposed vacation shall be heard by the City Commission on two separate meeting dates, with the second reading to be accompanied by a duly noticed public hearing; (2) the proposed vacation shall be transmitted to the Finance and Citywide Projects Committee (the "Finance Committee") for its review; (3) the City's Planning Department shall prepare a written planning analysis, to be submitted to the City Commission concurrent with its consideration of the proposed vacation; and (4) the City shall obtain an independent appraisal of the fair market value of the property proposed to be vacated; and

**WHEREAS,** the Finance Committee reviewed the proposed vacation at its March 22, 2019 meeting, which recommendations were accepted by the City Commission in Resolution No. 2019-30771; and

**WHEREAS**, the Planning Department analysis of the vacation, pursuant to Section 82-38 of the City Code, is attached as Exhibit "B" to the Commission Memorandum accompanying this Resolution; and

**WHEREAS**, the July 3, 2019 appraisal of the City Right-of-Way Areas, which appraisal is attached as Exhibit "C" to the Commission Memorandum accompanying this Resolution, valued the City Right-of-Way Areas at $12,400,000); and

**WHEREAS,** on December 12, 2018, the City Commission unanimously adopted the Ocean Terrace Neighborhood Urban Design Plan, a concept plan for proposed public streetscape and park improvements to the Ocean Terrace area ("Concept Plan"), prepared by The Corradino Group and Garcia-Pons + Associates; and

**WHEREAS,** on March 22, 2019, the Finance Committee recommended proceeding with the vacation process, subject to the following public benefits being memorialized in the Development Agreement:

1. Developer would develop, design, permit and construct, at its sole cost and expense, certain public park and streetscape improvements in the vicinity of Ocean Terrace, between 73rd Street and 75th Street, based on the Concept Plan approved by the City Commission; and

2. Developer would grant a perpetual, non-revocable utility, roadway and pedestrian access easement in favor of the City against the City Right-of-Way Areas, for public vehicular and pedestrian use and access, as modified by the public improvements, which will pedestrianize portions of Ocean Terrace; and

**WHEREAS,** Section 82-39(a) of the City Code provides that the lease or sale of public property also requires an advertised public bidding process, which requirement may be waived by 5/7$^{th}$ vote of the City Commission; and

**WHEREAS,** Florida law, requires, upon vacation, a right-of-way reverts to the abutting property owners and/or the holders of any interest in any reversionary rights to the vacated area; and

**WHEREAS,** as the abutting property owners and holders of the appropriate reversionary interests are the only persons entitled to the vacation, the City Administration recommends that the Mayor and City Commission waive the competitive bidding requirement, finding that the public interest is served by waiving such condition; and

**WHEREAS,** pursuant to the requirements of Section 1.03(b)(4) of the City Charter, the Planning Board at its May 21, 2019 meeting, unanimously approved the proposed vacation; and

**WHEREAS,** Section 1.03 (b)(4) of the City Charter also requires that the vacation be approved by 6/7$^{ths}$ vote of the City Commission; and

**WHEREAS**, on June 26, 2019, the Mayor and City Commission held the first reading of this Resolution and the companion agenda items (for the proposed Development Agreement and amendments to the City's Land Development Regulations), and read the title of the vacation Resolution into the record as required by Section 82-37 of the City Code; and

**WHEREAS,** the Administration, recommends approval of the vacation at second reading, subject to the Developer's satisfaction of the terms and conditions set forth in the Development Agreement.

**NOW THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby approve, on second reading of this Resolution, the vacation of that portion of (1) Ocean Terrace, between the centerline of 74th Street and the northern right-of-way line of 75th Street, which consists of a 60-foot wide right of way containing approximately 25,200 square feet in total lot area; (2) the north half of 74th Street, between Ocean Terrace and Collins Avenue, which consists of a 30-foot wide right of way containing approximately 8,880 square feet in total lot area; and (3) a portion of 75th Street, between Ocean Terrace and Collins Avenue, which consists of a 40-foot wide right-of-way containing approximately 11,840 square feet in total lot area (collectively, the "City Right-of-Way Areas"), in favor of the abutting property owners, 7400 Ocean Terrace, LLC, 7410 Ocean Terrace, LLC, 7420 Ocean Terrace Investment, LLC, 7436 Ocean Terrace, LLC, 7450 Ocean Terrace, LLC, and 7441 Collins Avenue Investment, LLC (collectively, the "Developer") and G & V Realty, LLC, the owner of 7401 Collins Avenue; conditioning the vacation upon the City Commission's approval of, and Developer's satisfaction of, certain terms and conditions, to be set forth in a development agreement between the City and Developer, which conditions shall, among other terms, require the Developer to (1) grant to the City a perpetual easement over, across and under the City Right-of-Way Areas for utilities and public vehicular, pedestrian, and recreational use and access; and (2) develop, design, and construct, at the Developer's sole cost and expense (except for the payment of certain City fees), certain public park and streetscape improvements in the vicinity of Ocean Terrace, between 73rd Street and 75th Street, with such public improvements having a value of approximately Fourteen Million Eight Hundred Thousand Dollars ($14,800,000); and further, waive, by 5/7ths vote, the competitive bidding requirement, pursuant to Section 82-38 of the City Code, finding such waiver to be in the best interest of the City.

**PASSED and ADOPTED** this ____ day of July, 2019.

**ATTEST:**

_____
Dan Gelber, Mayor

_____
Rafael G. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/24/19 Date

MIAMIBEACH

# CITY OF MIAMI BEACH
# NOTICE OF PUBLIC HEARING AND INTENT TO CONSIDER A DEVELOPMENT AGREEMENT
## July 31, 2019

**NOTICE IS HEREBY** given that a Second Reading/Public Hearing will be heard by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 31, 2019 at 11:40 a.m.,** or as soon thereafter as the matter can be heard, to consider:

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, APPROVING, FOLLOWING SECOND READING/PUBLIC HEARING, A DEVELOPMENT AGREEMENT AS AUTHORIZED UNDER SECTION 118-4 OF THE CITY CODE, AND SECTIONS 163.3220 – 163.3243, FLORIDA STATUTES, BETWEEN THE CITY AND 7400 OCEAN TERRACE, LLC, 7410 OCEAN TERRACE, LLC, 7420 OCEAN TERRACE INVESTMENT, LLC, 7436 OCEAN TERRACE, LLC, 7450 OCEAN TERRACE, LLC, 7441 COLLINS AVENUE INVESTMENT, LLC, 7439 COLLINS AVENUE INVESTMENT, LLC, 7433 COLLINS AVENUE INVESTMENT, LLC, 7421 COLLINS AVENUE INVESTMENT, LLC AND 7409 COLLINS AVENUE INVESTMENT, LLC (COLLECTIVELY, THE "DEVELOPER"), WHICH DEVELOPMENT AGREEMENT: (1) DELINEATES CONDITIONS FOR THE DEVELOPMENT OF THE PROPERTIES LOCATED AT 7409, 7421, 7433, 7435, 7437, 7439, 7441, AND 7449 COLLINS AVENUE, AND 7400, 7410, 7420, 7430, 7436, AND 7450 OCEAN TERRACE (COLLECTIVELY, THE "DEVELOPMENT SITE"), WITH SUCH DEVELOPMENT SITE TO BE DEVELOPED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY'S OCEAN TERRACE OVERLAY DISTRICT, AS SET FORTH IN SECTIONS 142-870 AND 142-870.1 OF THE CITY CODE; (2) MEMORIALIZES THE CONDITIONS FOR VACATING THE CITY'S RIGHT-OF-WAY AT OCEAN TERRACE, BETWEEN 74TH STREET AND 75TH STREET, AS WELL AS PORTIONS OF 74TH STREET AND 75TH STREET, BETWEEN OCEAN TERRACE AND COLLINS AVENUE (COLLECTIVELY, THE "CITY RIGHT-OF-WAY AREAS"); (3) GRANTS TO THE CITY A PERPETUAL EASEMENT ACROSS THE VACATED CITY RIGHT-OF-WAY AREAS FOR UTILITIES AND PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS; (4) PROVIDES FOR THE DEVELOPER'S DESIGN, PERMITTING, AND CONSTRUCTION OF CERTAIN PUBLIC PARK AND STREETSCAPE IMPROVEMENTS IN THE VICINITY OF OCEAN TERRACE, BETWEEN 73RD STREET AND 75TH STREET, AT DEVELOPER'S SOLE COST AND EXPENSE (EXCEPT FOR PAYMENT OF CERTAIN CITY FEES); AND (5) WITH THE FOREGOING SUBJECT TO AND CONTINGENT UPON DEVELOPER'S SATISFACTION OF THE CONDITIONS SET FORTH IN THE DEVELOPMENT AGREEMENT AND THE CITY COMMISSION'S VACATION OF THE CITY RIGHT-OF-WAY AREAS AND ENACTMENT OF CERTAIN AMENDMENTS TO THE CITY'S FUTURE LAND USE MAP AND ZONING MAP, AT ITS SOLE DISCRETION.**

**PROPERTIES**: The Development Site consists of 7409 Collins Avenue (02-3202-003-0120), 7421 Collins Avenue (02-3202-003-0110), 7433 Collins Avenue (02-3202-003-0100), 7435 Collins Avenue (02-3202-003-0090), 7437 Collins Avenue (02-3202-003-0090), 7439 Collins Avenue 02-3202-003-0090), 7441 Collins Avenue (02-3202-003-0080), And 7449 Collins Avenue (02-3202-003-0070), and 7400 Ocean Terrace (02-3202-003-0060), 7410 Ocean Terrace (02-3202-003-0050), 7420 Ocean Terrace (02-3202-003-0040), 7430 Ocean Terrace (02-3202-003-0030), 7436 Ocean Terrace (02-3202-003-0020), And 7450 Ocean Terrace (02-3202-003-0010).

**ZONING DISTRICTS**: The proposed Development Site is currently located within the Ocean Terrace Overlay District, and the two separate underlying zoning districts are designated as CD-2, "Commercial Medium Intensity," and MXE, "Mixed-Use Entertainment."

The proposed Development Agreement contemplates that the City Commission will approve amendments to the City's Future Land Use Map and Zoning Map, to: (a) amend the Future Land Use Map to change the designation of the portions of the City Right-of-Way Areas designated PF, "Public Facility," and ROS, "Recreation and Open Space," to the Future Land Use categories of CD-2, "Commercial Medium Intensity" and MXE, "Mixed-Use Entertainment"; and (b) amend the City's Zoning Map to rezone the City Right-of-Way Areas from the current zoning classification of GU, "Government Use District," to CD-2, "Commercial Medium Intensity" and MXE, "Mixed-Use Entertainment," and extending the boundary of the Ocean Terrace Overlay Zone to encompass the City Right-of-Way Areas.

**MAXIMUM HEIGHT**: Within the Ocean Terrace Overlay District, the maximum height of a main use residential building shall not exceed 235 feet; and the maximum height of a main use hotel building shall not exceed 125 feet. Architectural projections will comply with the terms of the Development Agreement and other applicable provisions of the City's Land Development Regulations.

**PERMITTED USES**: The current main permitted uses in the Ocean Terrace Overlay District are (a) apartments; (b) apartment/hotels; (c) hotels; (d) commercial; and (e) uses that serve alcoholic beverages. The City's Comprehensive Plan provides for population densities for the underlying future land use designations of 100 units per acre.

*A copy of the proposed Development Agreement is available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139.*

**INTERESTED PARTIES** are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This item is available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided. Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

**Ad 073119-01**

MIAMIBEACH

# CITY OF MIAMI BEACH
# NOTICE OF PUBLIC HEARING
## July 31, 2019

**NOTICE IS HEREBY** given that a Second Reading/Public Hearing will be heard by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 31, 2019 at 11:40 a.m.,** or as soon thereafter as the matter can be heard, to consider:

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, FOLLOWING SECOND READING/PUBLIC HEARING OF THIS RESOLUTION, THE VACATION OF THAT PORTION OF (1) OCEAN TERRACE, BETWEEN THE CENTERLINE OF 74TH STREET AND THE NORTHERN RIGHT-OF-WAY LINE OF 75TH STREET, WHICH CONSISTS OF A 60-FOOT WIDE RIGHT-OF-WAY CONTAINING APPROXIMATELY 25,200 SQUARE FEET IN TOTAL LOT AREA; (2) THE NORTH HALF OF 74TH STREET, BETWEEN OCEAN TERRACE AND COLLINS AVENUE, WHICH CONSISTS OF A 30-FOOT WIDE RIGHT-OF-WAY CONTAINING APPROXIMATELY 8,880 SQUARE FEET IN TOTAL LOT AREA; AND (3) A PORTION OF 75TH STREET, BETWEEN OCEAN TERRACE AND COLLINS AVENUE, WHICH CONSISTS OF A 40-FOOT WIDE RIGHT-OF-WAY CONTAINING APPROXIMATELY 11,840 SQUARE FEET IN TOTAL LOT AREA (COLLECTIVELY, THE "CITY RIGHT-OF-WAY AREAS"), IN FAVOR OF THE ABUTTING PROPERTY OWNERS, 7400 OCEAN TERRACE, LLC, 7410 OCEAN TERRACE, LLC, 7420 OCEAN TERRACE INVESTMENT, LLC, 7436 OCEAN TERRACE, LLC, 7450 OCEAN TERRACE, LLC, AND 7441 COLLINS AVENUE INVESTMENT, LLC (COLLECTIVELY, THE "DEVELOPER") AND G & V REALTY, LLC, THE OWNER OF 7401 COLLINS AVENUE; CONDITIONING THE VACATION UPON THE CITY COMMISSION'S APPROVAL OF, AND DEVELOPER'S SATISFACTION OF, CERTAIN TERMS AND CONDITIONS, TO BE SET FORTH IN A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND DEVELOPER, WHICH CONDITIONS SHALL, AMONG OTHER TERMS, REQUIRE THE DEVELOPER TO (1) GRANT TO THE CITY A PERPETUAL UTILITY, ROADWAY AND PEDESTRIAN ACCESS EASEMENT OVER, ACROSS AND UNDER THE CITY RIGHT-OF-WAY AREAS; AND (2) OBLIGATE THE DEVELOPER TO DEVELOP, DESIGN, AND CONSTRUCT, AT THE DEVELOPER'S SOLE COST AND EXPENSE (EXCEPT FOR PAYMENT OF CERTAIN CITY FEES), CERTAIN PUBLIC PARK AND STREETSCAPE IMPROVEMENTS IN THE VICINITY OF OCEAN TERRACE, BETWEEN 73RD STREET AND 75TH STREET, WITH SUCH PUBLIC IMPROVEMENTS HAVING A VALUE OF APPROXIMATELY FIFTEEN MILLION DOLLARS ($15,000,000); FURTHER, WAIVING, BY 5/7TH VOTE, THE COMPETITIVE BIDDING REQUIREMENT, PURSUANT TO SECTION 82-38 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY.**

This Resolution is being heard pursuant to Section 82-37 of the City of Miami Beach Code or Ordinances, and Section 1.03(b)(4) of the City Charter.

*A copy of the proposed Development Agreement that is related to this item is available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139.*

**INTERESTED PARTIES** are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This item is available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided. Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

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Rafael E. Granado, City Clerk
City of Miami Beach

**Ad 073119-02**

MIAMIBEACH

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

# COMMISSION MEMORANDUM

TO: Mayor Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 31, 2019

SUBJECT: **1. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, TO CONSIDER APPROVAL, FOLLOWING SECOND READING/PUBLIC HEARING, OF A DEVELOPMENT AGREEMENT AS AUTHORIZED UNDER SECTION 118-4 OF THE CITY CODE, AND SECTIONS 163.3220 – 163.3243, FLORIDA STATUTES, BETWEEN THE CITY AND 7400 OCEAN TERRACE, LLC, 7410 OCEAN TERRACE, LLC, 7420 OCEAN TERRACE INVESTMENT, LLC, 7436 OCEAN TERRACE, LLC, 7450 OCEAN TERRACE, LLC, 7441 COLLINS AVENUE INVESTMENT, LLC, 7439 COLLINS AVENUE INVESTMENT, LLC, 7433 COLLINS AVENUE INVESTMENT, LLC, 7421 COLLINS AVENUE INVESTMENT, LLC AND 7409 COLLINS AVENUE INVESTMENT, LLC (COLLECTIVELY, THE "DEVELOPER"), WHICH DEVELOPMENT AGREEMENT: (1) DELINEATES CONDITIONS FOR THE DEVELOPMENT OF THE PROPERTIES LOCATED AT 7409, 7421, 7433, 7435, 7437, 7439, 7441, AND 7449 COLLINS AVENUE, AND 7400, 7410, 7420, 7430, 7436, AND 7450 OCEAN TERRACE (COLLECTIVELY, THE "DEVELOPMENT SITE"), WITH SUCH DEVELOPMENT SITE TO BE DEVELOPED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY'S OCEAN TERRACE OVERLAY DISTRICT, AS SET FORTH IN SECTIONS 142-870 AND 142-870.1 OF THE CITY CODE; (2) MEMORIALIZES THE CONDITIONS FOR VACATING THE CITY'S RIGHT-OF-WAY AT OCEAN TERRACE, BETWEEN 74TH STREET AND 75TH STREET, AS WELL AS PORTIONS OF 74TH STREET AND 75TH STREET, BETWEEN OCEAN TERRACE AND COLLINS AVENUE (COLLECTIVELY, THE "CITY RIGHT-OF-WAY AREAS"); (3) GRANTS TO THE CITY A PERPETUAL EASEMENT OVER, ACROSS AND UNDER THE VACATED CITY RIGHT-OF-WAY AREAS FOR UTILITIES AND PUBLIC VEHICULAR, PEDESTRIAN AND RECREATIONAL USE AND ACCESS; (4) PROVIDES FOR THE DEVELOPER'S DESIGN AND CONSTRUCTION OF CERTAIN PUBLIC PARK AND STREETSCAPE IMPROVEMENTS IN THE VICINITY OF OCEAN TERRACE, BETWEEN 73RD STREET AND 75TH STREET, AT DEVELOPER'S COST AND EXPENSE (WITH THE EXCEPTION OF CERTAIN CITY FEES); AND (5) WITH THE FOREGOING SUBJECT TO AND CONTINGENT UPON DEVELOPER'S SATISFACTION OF THE CONDITIONS SET FORTH IN THE DEVELOPMENT AGREEMENT AND THE CITY COMMISSION'S VACATION OF THE CITY RIGHT-OF-WAY AREAS AND ENACTMENT OF CERTAIN AMENDMENTS TO THE CITY'S FUTURE LAND USE MAP AND ZONING MAP, AT ITS SOLE DISCRETION.**

Supplemental Item

## ANALYSIS

In the Commission Memorandum that accompanies this Agenda item, I indicated that the City and the Developer were continuing their discussions as to a proposed solution with respect to transfers or assignments effecting a sale of the private portion of the Proposed Development, prior to its completion. On this issue, City's core interest in connection with this transaction is to ensure that any successor owner of the private project delivers on the vision for the project that has been embraced by the community, a vision that includes activation of Ocean Terrace with a mixed use project that includes a substantial hotel element.

As indicated in my memorandum, the Developer has already agreed that it will not transfer or assign its responsibility for delivery of the Park/Streetscape Improvements – the core public benefit associated with this Development Agreement, prior to completion thereof. Separately, the Development Agreement also obligates Developer to deliver, at Closing, a surety bond to provide additional security to the City, to guarantee that the City could step in to complete the Park/Streetscape Improvements, should the Developer fail to do so.

In addition to Developer retaining responsibility for completion of the Park/Streetscape Project, to address City's concern that any subsequent owner deliver on the vision of the project, as currently contemplated, the Developer has agreed to **an additional Project restriction, to ensure that the Project must include at least 75 hotel units, and may only include one tower in excess of 125 feet** (namely, one main use residential building, which must not exceed 235 feet in height, pursuant to the Ocean Terrace Overlay District requirements set forth in Section 142.870.1(c) of the City Code).

The foregoing Project restriction, to ensure a mixed-use project with a minimum number of hotel units, and height restrictions, as provided in the City Code for the Ocean Terrace Overlay District, would be binding on any successor owner, and would help ensure that the City's economic development objectives of the transaction are met.

Finally, Developer has agreed to an additional restriction, to clarify that the City shall not issue a final certificate of occupancy (C.O.) for the private Proposed Development, until Developer has delivered a final C.O. for the entire Park/Streetscape Project (this language provides greater protection for the City, as Section 25 of the Development Agreement currently provides that City would not issue a final C.O. for the Proposed Development until substantial completion of Phase 2 of the Park).
The proposed amendments to the pertinent sections of the Development Agreement are attached hereto as **Exhibit "1."**

Based on the foregoing, I am more comfortable with the proposed approach on transfers/assignments, as the Development Agreement includes (1) restrictions on transfer or assignment of the delivery of the Park/Streetscape Improvements, the core public benefit being provided to the City; (2) a surety bond to be delivered as a condition of Closing, to secure the completion of the Park/Streetscape Improvements; (3) additional language to ensure that the City will not issue a final C.O. for the entire Proposed

Development until a final C.O. for the Park/Streetscape Improvements is in place; (4) additional Project restrictions to bind any subsequent owner of the private portion of the Proposed Development to the vision for the project to a minimum number of hotel units; and (5) other provisions to protect the City and the public, such as the irrevocable, perpetual easement in favor of the City, which easement is a covenant running with the land and is binding on successor owners of the project, to ensure the City's and the public's continued use of the vacated right of ways for utilities, recreational, pedestrian, and vehicular use are not disturbed.

**Conclusion**

For these reasons, the Administration recommends approval of the Development Agreement, on second reading, as amended herein.

JLM/EC

**Exhibit "1"**

**Proposed Changes to Development Agreement**

**Agenda Item R7A1, July 31, 2019 City Commission Meeting**

**Replace Section 3.43 of the Development Agreement (page 773 of Agenda), with the following Section 3.43**

3.43. "Project" shall mean the development, design and construction of the Development Site (including, after the Closing, the Developer's right, title, and interest in and to the City Parcel) consistent with the City's Land Development Regulations for the Ocean Terrace Overlay District and the underlying CD-2 and MXE zoning districts, as the same may be amended from time to time, but subject to Section 28 of this Agreement, and provided that the Project must include at least 75 hotel units and may only include one tower in excess of 125 feet.

**Replace Section 25 of the Development Agreement (page 793 of Agenda), with the following Section 25:**

25. Conditions Precedent to Issuance of Certificate of Occupancy. The Developer acknowledges that conveyance of the Park/Streetscape Improvements Parcel and completion and conveyance of the Park/Streetscape Improvements is additional and essential consideration for the City's vacation of the City Parcel. Accordingly, (i) the City shall not issue a temporary certificate of occupancy and/or a temporary certificate of completion for the Project (in whole or in part), until the Developer has Substantially Completed construction of Phase 1 of the Park/Streetscape Improvements, or the City receives any funds under the Surety Bond (or the Recognition Agreement, as applicable) or under the Payment Bond and/or Performance Bond, whether or not construction of Phase 1 of the Park/Streetscape Improvements has been completed by the City; and (ii) the City shall not issue a final certificate of occupancy and/or a final certificate of completion for the Project (in whole or in part) until ~~the Developer has Substantially Completed construction of Phase 2 of~~ the City has issued a final certificate of occupancy and/or a final certificate of completion for both Phases of the Park/Streetscape Improvements, or the City receives any funds under the Surety Bond (or the Recognition Agreement, as applicable) or under the Payment Bond and/or Performance Bond, whether or not construction of ~~Phase 2 of~~ the Park/Streetscape Improvements has been completed by the City.

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

**11:45 a.m. Second Reading Public Hearing**

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON SECOND READING/PUBLIC HEARING OF THIS RESOLUTION, THE VACATION OF THAT PORTION OF (1) THE NORTHERN HALF OF AN ALLEY KNOWN AS "ABBOTT COURT," CONSISTING OF APPROXIMATELY 3,521 SQUARE FEET IN TOTAL LOT AREA; AND (2) THE ALLEY KNOWN AS "NORMANDY BEACH COURT," CONSISTING OF APPROXIMATELY 1,000 SQUARE FEET IN TOTAL LOT AREA, WITH THE FOREGOING ALLEYS LOCATED BETWEEN BYRON AVENUE AND ABBOTT AVENUE, FROM 71ST STREET TO 72ND STREET (COLLECTIVELY, THE "CITY ALLEYS"), IN FAVOR OF THE ABUTTING PROPERTY OWNERS, ABBOTT AVENUE PARTNERS, LLC; PUMPS AT 71, LLC; AND 7433 COLLINS AVE. CORP. (THE "APPLICANT" ); FURTHER, PROVIDING THAT THE VACATION OF THE CITY ALLEYS SHALL BE SUBJECT TO AND CONDITIONED UPON THE APPLICANT'S EXECUTION OF A VACATION AGREEMENT AND DELIVERY OF CERTAIN PUBLIC BENEFITS TO THE CITY, INCLUDING THE DEDICATION OF THE SOUTHERN FORTY (40) FEET OF 7117 BYRON AVENUE, CONNECTING BYRON AVENUE TO ABBOTT COURT, AND CONSISTING OF A TOTAL OF 4,741 SQUARE FEET (THE "NEW CITY ALLEY"), WITH APPROXIMATELY 2,543 SQUARE FEET OF THE NEW CITY ALLEY TO BE DEDICATED FOR PUBLIC USE AS AN ALLEY FOR PEDESTRIAN AND VEHICULAR TRAVEL, AND WITH APPROXIMATELY 2,198 SQUARE FEET OF THE NEW CITY ALLEY TO BE DEDICATED AS A NEW STORMWATER RETENTION AREA, AND IMPROVED AS A BIOSWALE, AT APPLICANT'S SOLE COST AND EXPENSE; FURTHER, WAIVING, BY 5/7TH VOTE, THE COMPETITIVE BIDDING REQUIREMENT, PURSUANT TO SECTION 82-38 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; FURTHER, AUTHORIZING THE ADMINISTRATION TO FINALIZE A VACATION AGREEMENT THAT INCORPORATES THE CONDITIONS SET FORTH IN THIS RESOLUTION, AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE VACATION AGREEMENT, SUBJECT TO FORM APPROVAL BY THE CITY ATTORNEY.

**RECOMMENDATION**

The Administration, recommends approval of the vacation at Second Reading Public Hearing on July 31, 2019.

**ANALYSIS**

The City holds a right-of-way dedication to the following right-of-way areas:

(1) the northern half of an alley known as Abbott Court, running south approximately 125 feet from the southerly right-of-way ("ROW") line of 72nd Street, which consists of a 20 foot ROW containing approximately 3,521 square feet, as shown on the Plat of the Normandy Beach South Subdivision, recorded in Plat Book 21, Page 54 of the Public Records of Miami-Dade County (the "Normandy Beach South Plat"), and more fully described in Exhibit "A" attached hereto (the "Abbott Court Alley"); and

(2) the portion of the alley known as Normandy Beach Court, located between the easterly ROW line of Abbott Court and the westerly ROW line of Abbott Avenue, which consists of a 10 foot ROW containing approximately 1,000 square feet, as shown on the Normandy Beach South Plat, and more fully described in Exhibit "B" attached hereto (the "Normandy Beach Court Alley"); (collectively, the Abbott Court Alley and Normandy Beach Court Alley shall be hereinafter referred to as the "City Alleys").

Abbott Avenue Partners, LLC; Pumps at 71, LLC; and 7433 Collins Avenue Corp. (the "Applicant") own the properties abutting or in the vicinity of the City Alleys; which parcels are known as 7117 and 7135 Byron Avenue; 7120, 7124, 7134, 7136, and 7140 Abbott Avenue; 430 72nd Street; and 409 71st Street (collectively, the "Property").

The Applicant intends to develop the Property as a mixed-use residential and commercial development (collectively, the "Proposed Development"). The Proposed Development shall be developed as a unified development site. In conjunction with Proposed Development, the Applicant is requesting that the City vacate the City Alleys, and has submitted its application to the City's Public Works Department with respect thereto.

The vacation of City streets, alleys, and/or rights of way, require compliance with Article II, Sections 82-36 through 82-40, of the City Code (which establish the procedures governing the sale or lease of public property). Prior to approving a request for vacation, the following requirements must be satisfied:

(1) the title of the Resolution approving the proposed vacation shall be heard by the City Commission on two separate meeting dates, with the second reading to be accompanied by a duly noticed public hearing;

(2) the proposed vacation shall be transmitted to the Finance and Citywide Projects Committee (the "Finance Committee") for its review;

(3) the City's Planning Department shall prepare a written planning analysis, to be submitted to the City Commission concurrent with its consideration of the proposed vacation; and

(4) the City shall obtain an independent appraisal of the fair market value of the property proposed to be vacated.

On March 6, 2019, the Land Use and Development Committee discussed the proposed vacation, and recommended that the City Commission refer the vacation proposal to the Finance and City Wide Projects Committee (FCWPC), pursuant to City Code Section 87-37(a).

At the FCWPC's June 14, 2019 meeting, the Planning Department staff advised that the proposed vacation would be consistent with the North Beach Master Plan recommendations, as well as the recently adopted land development regulations for the TC-C district.

At its June 14, 2019 meeting, the FCWPC recommended in favor of the proposed vacation of the City Alleys, with the vacation of the City Alleys subject to and conditioned upon the Applicant's delivery of certain public benefits to the City, including: the Applicant's dedication of the southern forty (40) feet of 7117 Byron Avenue, connecting Byron Avenue to Abbott Court, consisting of a total of 4,741 square feet, for use by the public, as described more fully in Exhibit "C" attached hereto (the "New City Alley"), with approximately 2,543 square feet of the New City Alley to be dedicated as a new alley for pedestrian and vehicular travel, and the remaining 2,198 square feet of the New City Alley to be developed as a new stormwater retention area, and improved as a bioswale, as described more fully in Exhibit "D" attached hereto (the "Bioswale Improvements").

The Planning Department analysis of the vacation, pursuant to Section 82-38 of the City Code, is attached as Exhibit "E" hereto. The Public Works Department obtained an appraisal on April 2, 2019, which appraisal is attached as Exhibit "F" hereto and valued the City Alleys at $2,350,000.

Section 82-39(a) of the City Code provides that the lease or sale of public property also requires an advertised public bidding process, which requirement may be waived by 5/7th vote of the City Commission. By operation of law, upon a vacation, a right-of-way reverts to the abutting property owners or the holders of any interest in any reversionary rights to the vacated area.

As the only persons entitled to the vacated City Alleys is the Applicant (as the abutting property owners and holder of the appropriate reversionary interests), the City Administration recommends that the Mayor and City Commission waive the competitive bidding requirement, finding that the public interest is served by waiving such condition.

Pursuant to the requirements of Section 1.03(b)(4) of the City Charter, the proposed vacation was heard before the Planning Board of the July 23, 2019 meeting, where it was approved by 5-0 votes (the required was 4/7th votes).

Section 1.03 (b)(4) of the Charter also requires that the vacation be approved by 6/7ths vote of the City Commission. The vacation of the City Alleys shall be subject to and conditioned upon the Applicant and City executing a Vacation Agreement that includes the following terms and conditions:

(1) Applicant shall dedicate to the public the New City Alley, consisting of approximately 4,741 square feet, with approximately 2,543 square feet to be dedicated for public use as an alley for pedestrian and vehicular travel, and the remaining approximately 2,198 square feet to be dedicated for the Bioswale Improvements; and

(2) Applicant shall complete construction of the Bioswale Improvements, at Applicant's sole cost and expense, prior to the Applicant's completion of the Proposed Development; and

(3) Applicant shall pay all City's costs in connection with the proposed vacation of the City Alleys and dedication of the New City Alley, including any City closing costs, recording fees, or outside legal fees that may be incurred by the City; and

(4) Applicant shall be responsible, at Applicant's sole cost and expense, for the relocation of any underground utilities located within the City Alleys and the New City Alley, as may be necessary for the Proposed Development and/or to fulfill the vacation conditions herein.

(5) Applicant agrees that City's quit claim deed for the City Alleys shall contain a reverter clause, to provide for the City Alleys to revert back to the City in the event Applicant fails to satisfy all conditions of this Vacation Resolution prior to the completion of the Proposed Development, and with such reverter being without prejudice to any other rights or remedies that may be available to the City in the event the Applicant fails to satisfy the conditions of this Resolution; and

(6) Applicant agrees that City shall not issue a temporary certificate of occupancy or final certificate of occupancy for the Proposed Development until the Applicant has satisfied all conditions of this Resolution; and

(7) The Applicant agrees to indemnify, defend, save and hold harmless the City from any claims, demands, causes of action, liabilities, losses, costs, fees, expenses, orders, judgments and/or decrees of any nature whatsoever as a result of City's adoption of the Vacation Resolution or issuance of a Building Permit prior to the satisfaction of the conditions of the Vacation Resolution, including the reasonable, out-of-pocket attorneys' fees and expenses incurred in the defense of any such claim, demand or cause of action; and

(8) in the event the foregoing conditions of the Vacation Agreement are not met, following notice to Applicant and a reasonable opportunity to cure, the Vacation Agreement shall be subject to termination, and in the event of any such termination, this Vacation Resolution shall be null and void.

On July 17, 2019, the Mayor and City Commission held the first reading of this Resolution, and read the title into the record as required by Section 82-37 of the City Code.

The Administration recommends approval of the vacation at second reading, subject to the terms and conditions contained herein, and further recommends that the Administration be authorized to finalize a vacation agreement incorporating the conditions set forth in this Resolution, and that the Mayor and City Clerk be authorized to execute the vacation agreement, upon form approval by the City Attorney.

## PUBLIC BENEFIT

The Applicant is proposing to redevelop almost an entire block with a mixed use project consisting of commercial and residential uses. As it stands now, the assemblage is 53,980 square feet in size. The applicant is asking the City to vacate one alley in its entirety, Normandy Beach Court, which is 1,000 square feet. In addition, the Applicant is asking that the City vacate

a portion of another alley, Abbott Court, which is 3,522 square feet.

As proposed, the floor area from Normandy Beach Court and Abbott Court will be absorbed into the Applicant's project. However, as stated by the Applicant, the purpose of the vacation request is to have a more efficient building.

The Applicant proposes to dedicate a portion of its property to the City to be used in two ways. First, the Applicant proposes to dedicate to the City a sufficient amount of property for a new alley that will connect the remaining portion of Abbott Court westward to Bryon Avenue. The amount of this dedication is 2,543 square feet. The Applicant will also dedicate to the City a sufficient amount of property for what will used to construct a bioswale. The amount of this dedication is 2,198 square feet. In combination, both areas total 4,741 square feet, which is greater than the square footage obtained by the Applicant through the proposed vacation process.

In summary, at the beginning of the vacation process, the area of the assemblage is 53,980 square feet. Once the square footage of the alleys being vacated is added to the assemblage and then the square footage amount being dedicated to the City is subtracted, the area of the assemblage is reduced to 53,762 square feet. This represents a net loss of square footage and, therefore, a loss of development rights for the applicant. Based upon the foregoing described loss in development rights, the Applicant's motivation in seeking the vacation of these alleys is to have a more efficient building and not to obtain a greater amount of development rights.

Accordingly, the public benefit analysis is not based on increased development rights because the Applicant is actually losing development rights rather than obtaining them by undergoing the vacation process. The Applicant is proposing to construct a bioswale which represents an innovative way to handle the stormwater drainage. The Applicant has valued such construction in excess of $350,000.

## BIOSWALE DESCRIPTION AND SCOPE OF WORK

Bioswales can improve stormwater runoff water quality by allowing solids and other pollutants to settle out of the water naturally in the bioswale depressions and the engineered soils beneath the surface of the basin rather than passing into storm sewers and eventually the waterways and ecosystems.

The proposed Bioswale will consist of landscape elements designed to concentrate or remove debris and pollution out of surface runoff water. The Alley Dedication will be immediately to the north of the Bioswale and will be sloped to maximize drainage into the Bioswale (Exhibit D).

Public Works is currently working with the applicant to expand the public benefit package in different ways and will give a verbal report at the City Commission meeting on July 31, 2019.

## CONCLUSION

The Administration, recommends approval of the vacation at Second Reading Public Hearing on July 31, 2019.

**Legislative Tracking**
Public Works

**Sponsor**
Commissioner Joy Malakoff

**ATTACHMENTS:**

**Description**

- Exhibit A Abbott Court Vacated ROW Survey UPDATED
- Exhibit B Normandy Beach Court Vacated ROW Survey) UPDATED
- Exhibit C Dedicated ROW Survey Draft (New City Alley) UPDATED
- Exhibit D-a- Conceptual_Water-Sewer-Drainage_Plan
- Exhibit E Planning Analysis
- Exhibit "F" _ Appraisal
- ROW_Vacation_Plan
- Letter of intent
- Opinion_of_Title
- Feasibility study Conceptual_Water-Sewer-Drainage_Plan
- Scope Bioswale_only_-_5.16.19
- 2nd reading reso

# EXHIBIT "A"

## LEGAL DESCRIPTION: Right of Way (To be Vacated)

A portion of a 20' Alley also known as Abbott Court lying adjacent to Lots 1, 2, 3, 4, 11, 12, 13, 14, 15, 16, 17 and 18, Block 6, NORMANDY BEACH SOUTH, according to the plat thereof, as recorded in Plat Book 21 at Page 54 of the Public Records of Miami–Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of said Lot 1; thence S 02°21'31" E along the East line of said Lots 1, 2, 3 and 4, also being the West right of way line of a 20' Alley also known as Abbott Court for 166.44 feet to a point on a circular curve concave to the Southwest and whose radius point bears S 25°49'29" W; thence Southeasterly along a 37.90 foot radius curve leading to the right through a central angle of 61°49'00" for an arc distance of 40.89 feet to a non–tangent point; thence N 02°21'31" W along the West line of said Lots 11, 12, 13, 14, 15, 16, 17 and 18, also being the East right of way line of said 20' Alley also known as Abbott Court for 199.87 feet to the Northwest corner of said Lot 18; thence S 87°35'51" W along the Westerly projection of the South right of way line of 72nd Street for 20.00 feet to the Point of Beginning.

Containing 3,521 Square Feet more or less.

## SURVEYOR'S NOTES:

- This site lies in Section 11, Township 53 South, Range 42 East, City of Miami Beach, Miami–Dade County, Florida.
- Bearings hereon are referred to an assumed value of N 02°21'42" W for the West right of way line of Abbott Avenue.
- Lands shown hereon were not abstracted for easements and/or rights–of–way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2019–041.

## CERTIFICATION TO:

City of Miami Beach

## SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on July 19, 2019, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

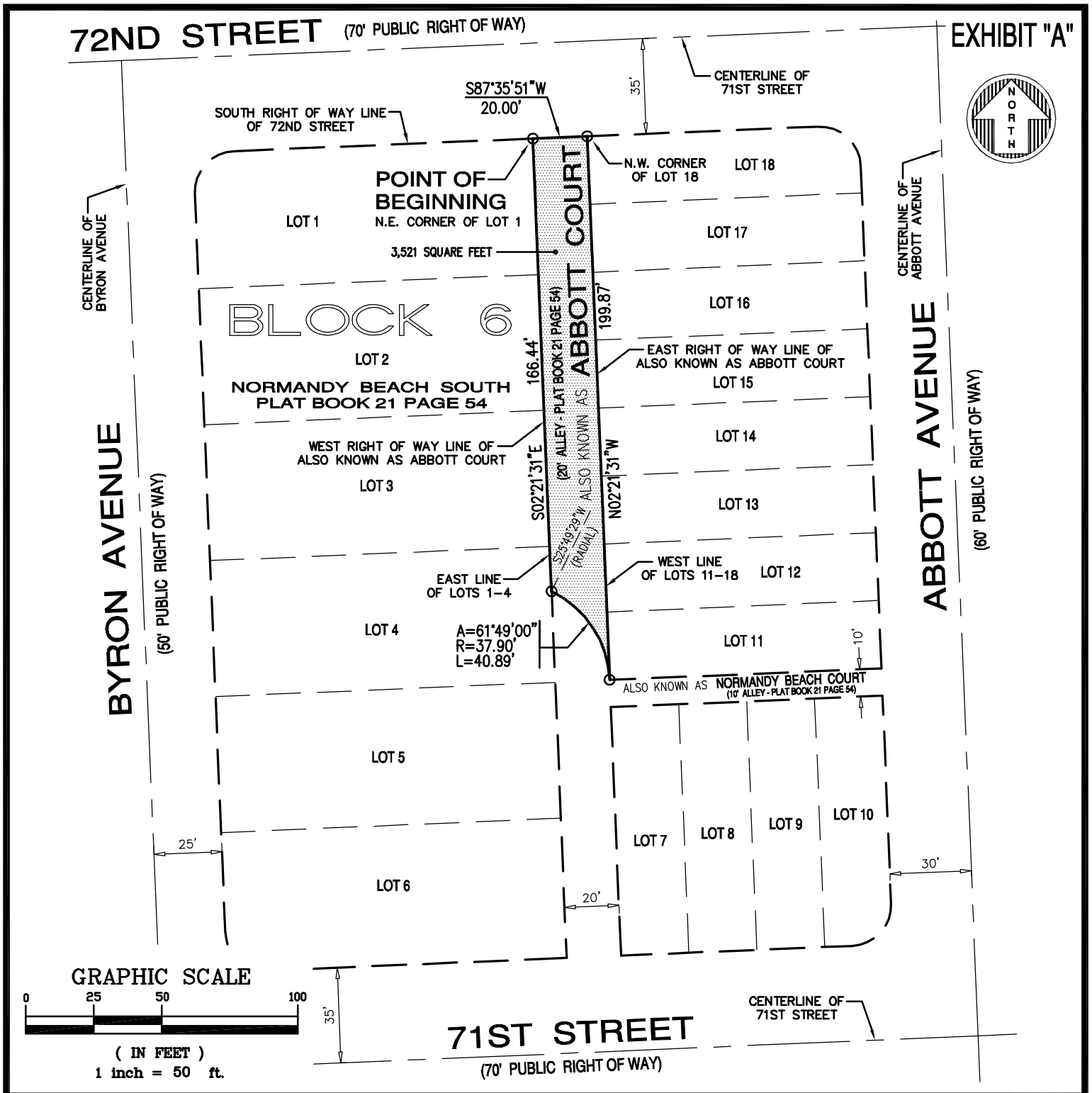
By: _____
Daniel C. Fortin, Jr., For The Firm
Surveyor and Mapper, LS6435
State of Florida.

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| Drawn By | MAP |
| Cad. No. | 190398 |
| Ref. Dwg. | 2019–041 |
| REV.1 | 090735 |
| Plotted: | 7/19/19 10:45a |

*LEGAL DESCRIPTION, NOTES & CERTIFICATION*

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax: 305-651-7152 / Email fls@flssurvey.com

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|---|---|
| Date | 7/19/19 |
| Scale | NOT TO SCALE |
| Job. No. | 190398 |
| Dwg. No. | 1019–022–2 |
| Sheet | 1 of 3 |



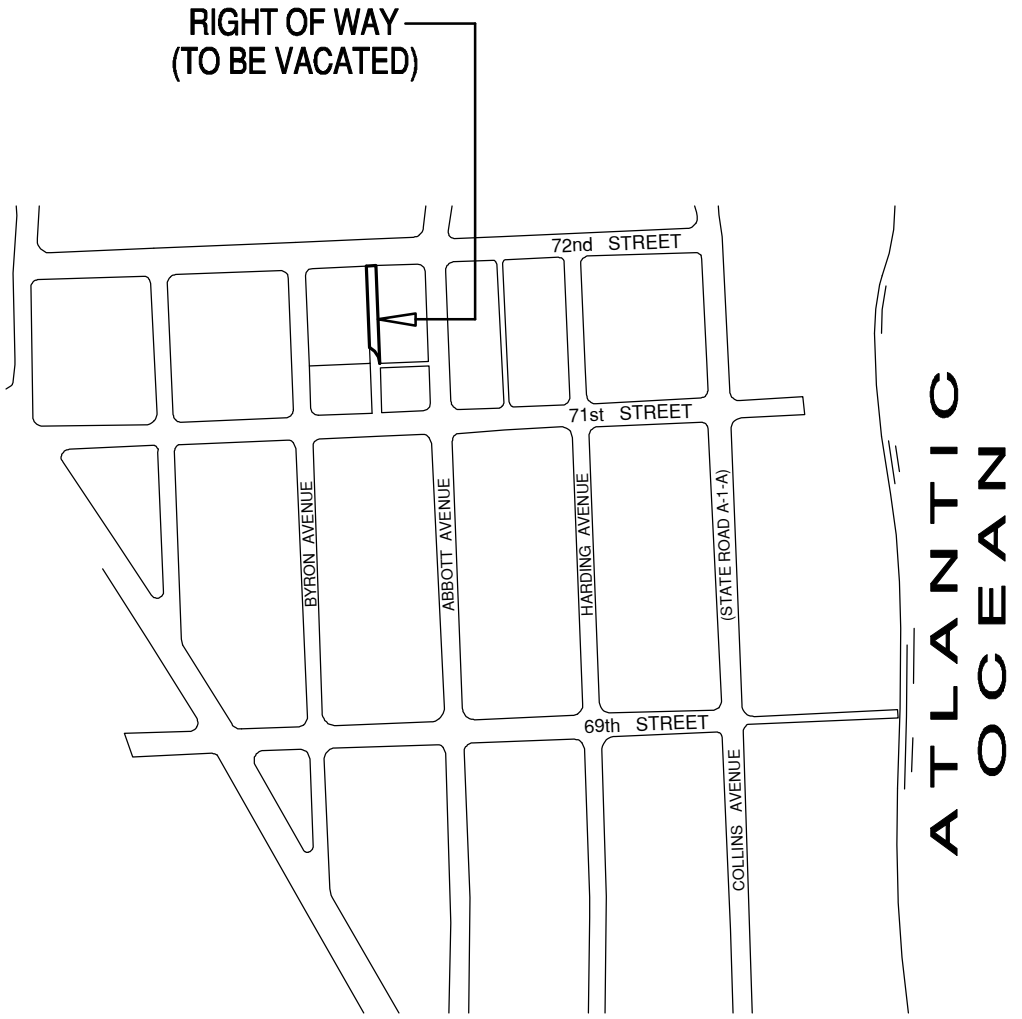

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| Drawn By | MAP |
| Cad. No. | 190398 |
| Ref. Dwg. | 2019-041 |
| REV.1 | 090735 |
| Plotted: | 7/19/19 10:45a |

# SKETCH OF DESCRIPTION


FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax: 305-651-7132 / Email fls@flssurvey.com


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| Date | 7/19/19 |
| Scale | 1"=50' |
| Job. No. | 190398 |
| Dwg. No. | 1019-022-2 |
| Sheet | 2 of 3 |

# EXHIBIT "A"




| | |
|---|---|
| Drawn By | MAP |
| Cad. No. | 190398 |
| Ref. Dwg. | 2019–041 |
| REV.1 | 090735 |
| Plotted: | 7/19/19 10:45a |

## LOCATION SKETCH


FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
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| Date | 7/19/19 |
| Scale | NOT TO SCALE |
| Job. No. | 190398 |
| Dwg. No. | 1019–022–2 |
| Sheet | 3 of 3 |

# EXHIBIT "B"

## LEGAL DESCRIPTION: Right of Way (To be Vacated)

All of a 10' Alley also known as Normandy Beach Court lying adjacent to Lots 7, 8, 9 10 and 11, Block 6, NORMANDY BEACH SOUTH, according to the plat thereof, as recorded in Plat Book 21 at Page 54 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of said Lot 10; thence S 87°34'52" W along the North line of said Lots 7, 8, 9 and 10 for 100.01 feet to the Northwest corner of said Lot 7; thence N 02°21'31" W along the Northerly projection of the East right right of way line of a 20' Alley also known as Abbott Court for 10.00 feet to the Southwest corner of said Lot 11; thence N 87°34'52" E along the South line of said Lot 11 for 100.01 feet to the Southeast corner of said Lot 11; thence S 02°21'42" E along the Southerly projection of the West right right of way line of Abbott Avenue for 10.00 feet to the Point of Beginning.

Containing 1,000 Square Feet more or less.

## SURVEYOR'S NOTES:

- This site lies in Section 11, Township 53 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of N 02°21'42" W for the East right of way line of Abbott Avenue.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2019-041.

## CERTIFICATION TO:

City of Miami Beach

## SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on July 19, 2019, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: _____
Daniel C. Fortin, Jr., For The Firm
Surveyor and Mapper, LS6435
State of Florida.

Daniel C Fortin

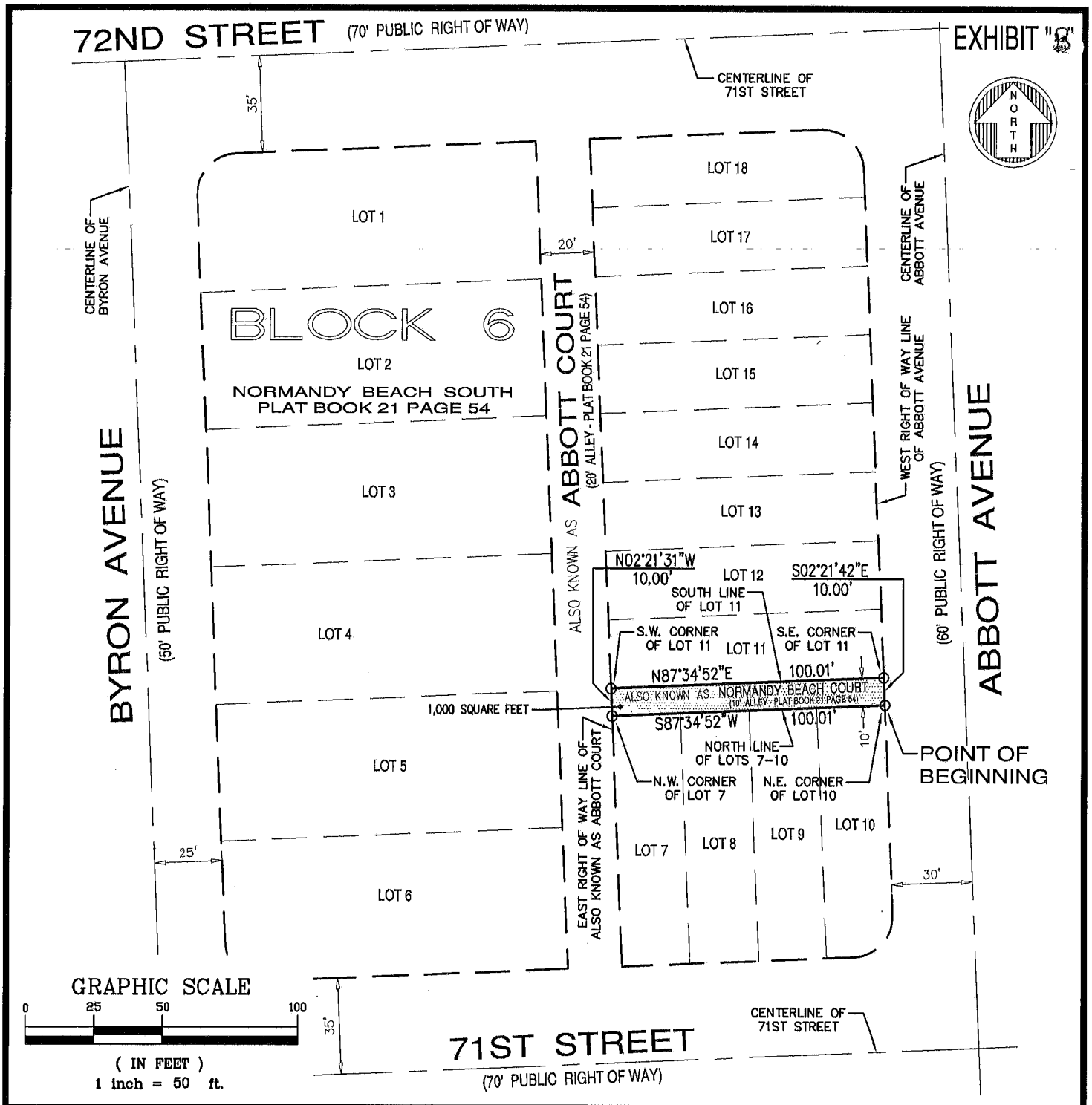
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| Ref. Dwg. | 2019-041 |
| REV.1 | 090735 |
| Plotted: | 7/19/19 10:45a |

LEGAL DESCRIPTION, NOTES & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
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180 Northeast 168th. Street / North Miami Beach, Florida. 33162
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|---|---|
| Date | 7/19/19 |
| Scale | NOT TO SCALE |
| Job. No. | 190398 |
| Dwg. No. | 1019-022-3 |
| Sheet | 1 of 3 |



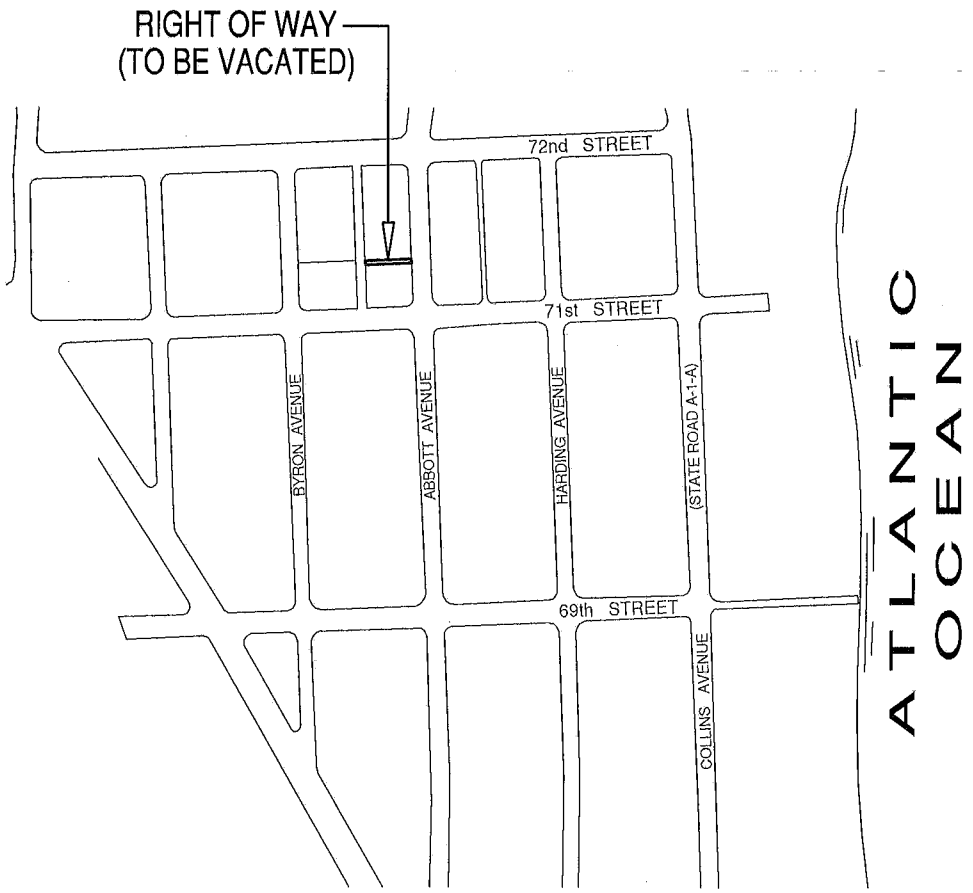

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| Cad. No. | 190398 |
| Ref. Dwg. | 2019-041 |
| | REV.1 090735 |
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# SKETCH OF DESCRIPTION


FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
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| Date | 7/19/19 |
| Scale | 1"=50' |
| Job. No. | 190398 |
| Dwg. No. | 1019-022-3 |
| Sheet | 2 of 3 |

EXHIBIT "B"




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| Drawn By | MAP |
| Cad. No. | 190398 |
| Ref. Dwg. | 2019-041 |
| REV.1 | 090735 |
| Plotted: | 7/19/19 10:45a |

# LOCATION SKETCH


FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
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Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com


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| Date | 7/19/19 |
| Scale | NOT TO SCALE |
| Job. No. | 190398 |
| Dwg. No. | 1019-022-3 |
| Sheet | 3 of 3 |

# EXHIBIT "C"

## LEGAL DESCRIPTION: Right of Way (To be Dedicated)

A portion of Lot 4, Block 6, NORMANDY BEACH SOUTH, according to the plat thereof, as recorded in Plat Book 21 at Page 54 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 4, the following two (2) courses being along the West line of said Lot 4, also being the East right of way line of Byron Avenue; 1) thence N 02°21'18" W for 18.00 feet to the Point of Beginning; 2) thence continue N 02°21'18" W for 20.00 feet; thence N 87°34'53" E for 107.07 feet to a point of curvature; thence Southeasterly along a 37.90 foot radius curve leading to the right through a central angle of 28°14'36" for an arc distance of 18.68 feet to a non-tangent point; thence S 02°21'31" E along the East line of said Lot 4, also being the West right of way line of a 20' Alley also known as Abbott Court for 33.41 feet to a point on a circular curve concave to the Southwest and whose radius point bears S 87°38'29" W; thence Northwesterly along a 17.90 foot radius curve leading to the left through a central angle of 90°03'36" for an arc distance of 28.14 feet to a point of tangency; thence S 87°34'53" W for 107.09 feet to the Point of Beginning.

Containing 2,543 Square Feet more or less.

## SURVEYOR'S NOTES:

- This site lies in Section 11, Township 53 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of N 02°21'42" W for the West right of way line of Abbott Avenue.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2019-041.

## CERTIFICATION TO:

City of Miami Beach

## SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on July 19, 2019, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: _____
Daniel C. Fortin, Jr., For The Firm
Surveyor and Mapper, LS6435
State of Florida.

Daniel C Fortin

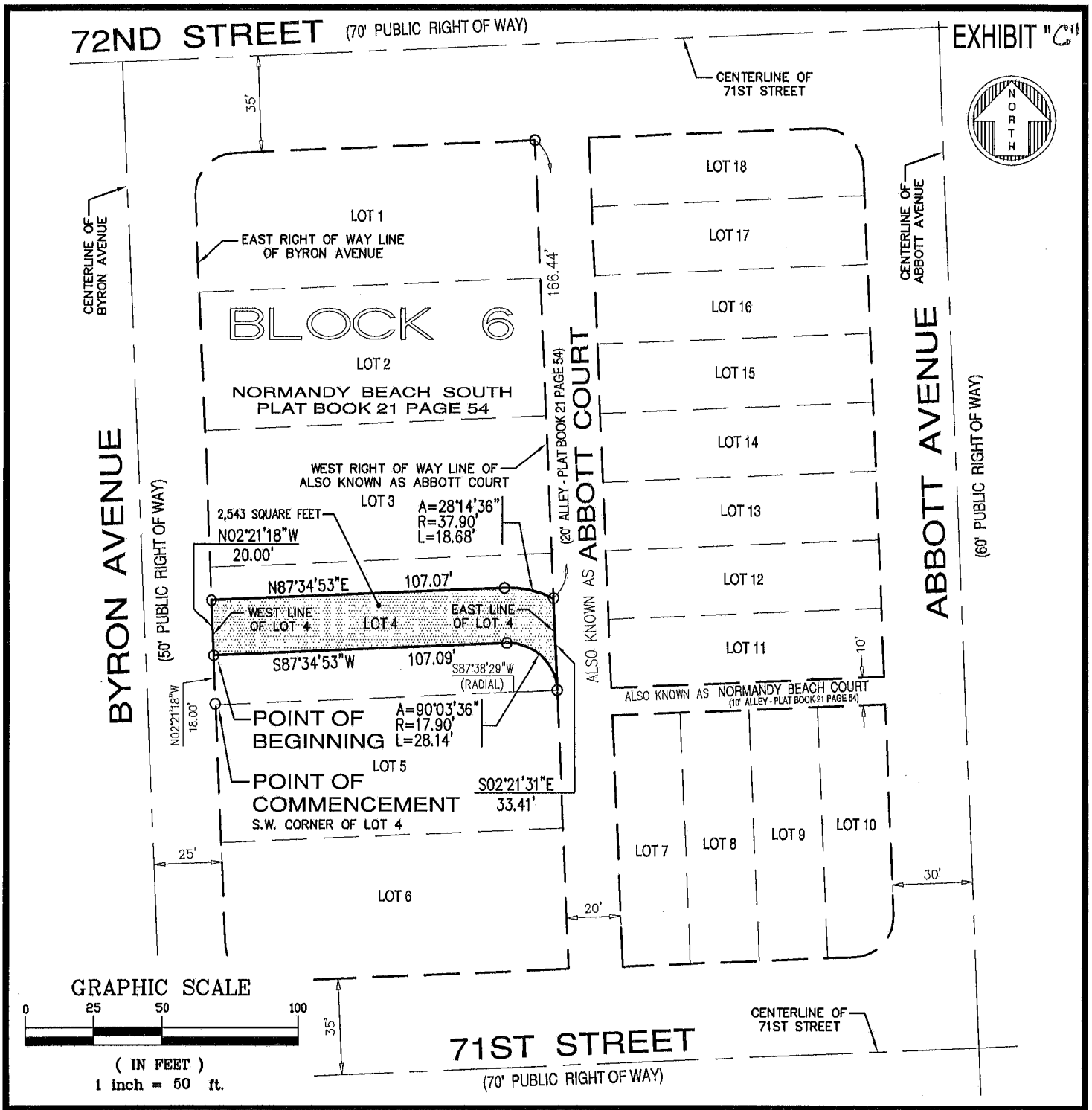
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| Cad. No. | 190398 |
| Ref. Dwg. | 2019-041 |
| REV.1 | 090735 |
| Plotted: | 7/19/19 10:45a |

**LEGAL DESCRIPTION, NOTES & CERTIFICATION**


FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
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| Date | 7/19/19 |
| Scale | NOT TO SCALE |
| Job. No. | 190398 |
| Dwg. No. | 1019-022-1 |
| Sheet | 1 of 3 |



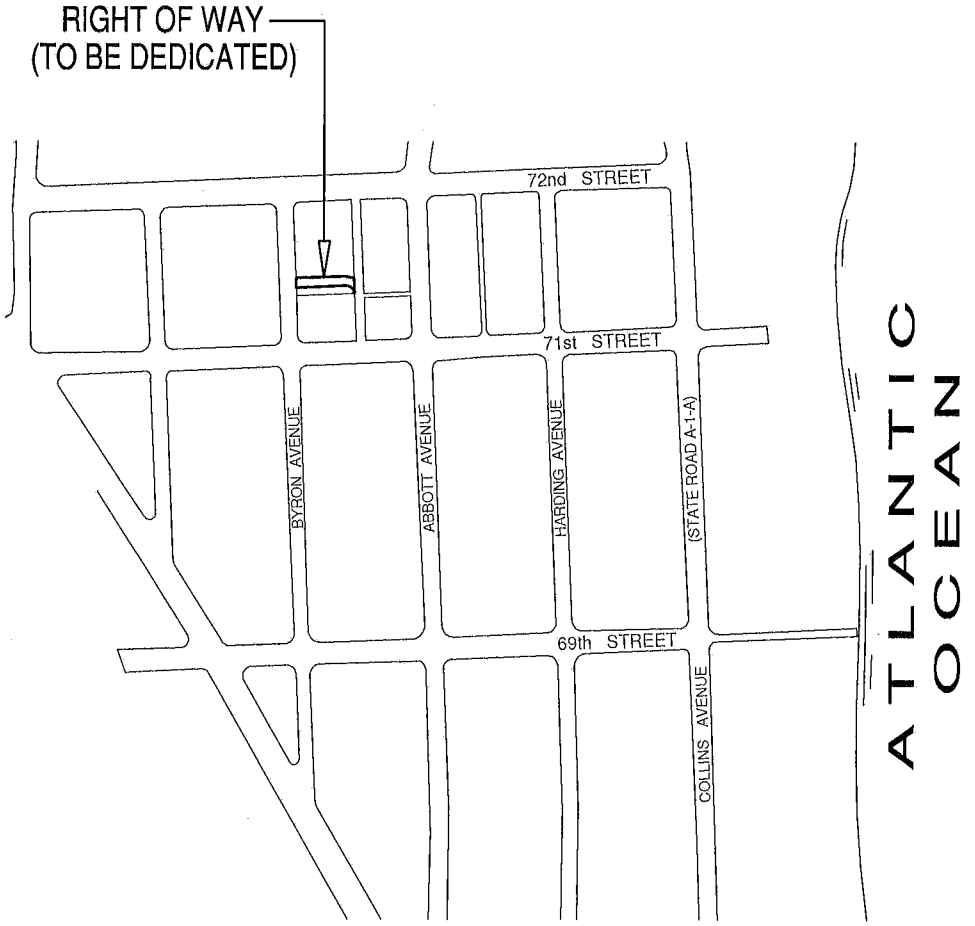

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| Drawn By | MAP |
| Cad. No. | 190398 |
| Ref. Dwg. | 2019-041 |
| REV.1 | 090735 |
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# SKETCH OF DESCRIPTION


FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-654-7162 / Email fls@flssurvey.com


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| Date | 7/19/19 |
| Scale | 1"=50' |
| Job. No. | 190398 |
| Dwg. No. | 1019-022-1 |
| Sheet | 2 of 3 |

EXHIBIT "C"




| | | | |
|---|---|---|---|
| Drawn By MAP | LOCATION SKETCH | | Date 7/19/19 |
| Cad. No. 190398 | FORTIN, LEAVY, SKILES, INC. | | Scale NOT TO SCALE |
| Ref. Dwg. 2019-041 | CONSULTING ENGINEERS, SURVEYORS & MAPPERS | | Job. No. 190398 |
| REV.1 090735 | FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 | | Dwg. No. 1019-022-1 |
| Plotted: 7/19/19 10:45a | 180 Northeast 168th. Street / North Miami Beach, Florida. 33162 | | Sheet 3 of 3 |

Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

72nd STREET

PROP. SAN SEW MH

INSTALL NEW SAN SEW MH IF ACTIVE

151LF OF PROP. 8"ø SAN SEW MAIN

77LF OF PROP. 8"ø SAN SEW MAIN

EXIST. 12"ø C.I FORCE MAIN

EXIST. 12"ø D.I. WM

ABANDONED 6"ø C.I. WM

EXIST. FIRE HYDRANT

FIELD INVESTIGATE TO DETERMINE IF THERE IS AN ACTIVE SAN SEWER LINE LOCATED AT NORTH INVERT

CORE DRILL EXIST. MH AND INSTALL NEW 8"ø SAN SEW MAIN AT NORTH INVERT

ABANDON EXIST 8"ø SAN SEW. FROM MH TO MH

BLOCK 5
PLAT BOOK 21, PAGE 54

BYRON AVENUE
(50' PUBLIC RIGHT OF WAY)

EXIST. 8"ø SAN. SEW MAIN

NORMANDY BEACH SOUTH
BLOCK 6

PLAT BOOK 21, PAGE 54

144LF OF PROP. 8"ø SAN SEW MAIN WITHIN EASEMENT

PROP. 8"x8" WYE

30LF OF PROP. 8"ø SAN SEW MAIN

PROP. SAN SEW MH

ABANDON EXIST 8"ø SAN SEW. FROM MH TO MH

CORE DRILL EXIST. MH AND INSTALL NEW 8"ø SAN SEW MAIN AT WEST INVERT

ABBOTT COURT

EXIST. 6"ø C.I WATER MAIN

EXIST. 8"ø SAN. SEW MAIN

NORMANDY BEACH COURT

EXIST. 8"ø TC SAN SEW MAIN

EXIST. 8"ø SAN SEW MAIN

EXIST. 6"ø WATER MAIN

ABBOTT AVENUE
(60' PUBLIC RIGHT OF WAY)

BLOCK 7
PLAT BOOK 21, PAGE 54

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18

EXIST. FIRE HYDRANT

71st STREET
(70' PUBLIC RIGHT OF WAY)

EXIST. 16"ø C.I WATER MAIN

EXIST. 6"ø C.I WM

EXIST. 8"ø SAN SEW MAIN

EXIST. 16"ø C.I WATER MAIN

BLOCK 14
PLAT BOOK 21, PAGE 54

BLOCK 13
PLAT BOOK 21, PAGE 54

GRAPHIC SCALE
0 10 20 40
( IN FEET )
1" = 20'

**LEGEND:**

- R/W — R/W LINE / PROPERTY LINE
- ℄ — CENTER LINE
- WTR — EXISTING WATER MAIN LINE
- S.S. — EXISTING SAN. SEW. MAIN LINE
- EXISTING WATER VALVE
- EXISTING LINE TO BE ABANDONED
- PROP. SAN. SEW. MANHOLE

LIST OF QUANTITIES

EXIST. 8"ø SAN SEWER MAIN TO BE ABANDONED = 436.0'
PROP. 8"ø SAN SEWER MAIN = 402.0'
TOTAL NUMBER OF PROP. SAN SEW MANHOLE = 4
TOTAL NUMBER OF PROP. 8"X 8" WYE = 1

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

OCEAN ENGINEERING
CIVIL ENGINEERING CONSULTANTS
8101 BRACKNELL BLVD, UNIT 202, MIAMI FL, 33183
Phone: 786-863-9897 (CELL) 786-318-2005 (OFFICE)
Email: info@oceanengineering.com

Revision Description | Date | No.

NORTH BEACH
OUTSIDE CONCEPTUAL SEWER PLAN

ENGINEER OF RECORD
WALTER M. LUGO, P.E.
FLORIDA PE LIC. No. 61747

WALTER M. LUGO LICENSE NO. 61747 STATE OF FLORIDA PROFESSIONAL ENGINEER

Date: Apr 22, 2019
Scale: AS SHOWN
Designed By:
Drawn By:
Checked By:
CAD File:
Project No.: 2019-0321-12
Dwg. No.:
Sheet: C100

Page 963 of 1336

72nd STREET

EXIST. 12"ø C.I FORCE MAIN

EXIST. 12"ø D.I. WM

ABANDONED 6"ø C.I. WM

EXIST. FIRE HYDRANT

PROP. 6"ø CUT AND CAP

ABANDON EXIST 6"ø WM

BYRON AVENUE
(50' PUBLIC RIGHT OF WAY)

EXIST. 8"ø SAN SEW MAIN

BLOCK 5
PLAT BOOK 21, PAGE 54

NORMANDY BEACH SOUTH
BLOCK 6
PLAT BOOK 21, PAGE 54

ABBOTT COURT

WATER VALVE C.I. 6"ø EXIST.

ABBOTT AVENUE
(60' PUBLIC RIGHT OF WAY)

BLOCK 7
PLAT BOOK 21, PAGE 54

1 2 3 4 5 6

18 17 16 15 14 13 12 11 7 8 9 10

PROP. (2) 6"ø 90° BENDS

REMOVE EXIST. CAP AND CONNECT PRO. 6"ø WM TO EXIST. 6"ø WM

EXIST. 6"ø WATER MAIN

±215LF OF PROP. 6"ø WATER MAIN W/IN EASEMENT

PROP. 6"X6" TAP AND VALVE

NORMANDY BEACH COURT

EXIST. 8"ø TO SAN SEW MAIN

EXIST. 8"ø SAN SEW MAIN

EXIST. 8"ø SAN SEW MAIN

71st STREET
(70' PUBLIC RIGHT OF WAY)

EXIST. FIRE HYDRANT

EXIST. 16"ø C.I WATER MAIN

EXIST. 6"ø C.I WM

EXIST. 16"ø C.I WATER MAIN

BLOCK 14
PLAT BOOK 21, PAGE 54

BLOCK 13
PLAT BOOK 21, PAGE 54

GRAPHIC SCALE
0 10 20 40
( IN FEET )
1" = 20'

**LEGEND:**

- R/W — R/W LINE / PROPERTY LINE
- ℄ — CENTER LINE
- WTR — EXISTING WATER MAIN LINE
- S.S. — EXISTING SAN. SEW. MAIN LINE
- ⋈ — EXISTING WATER VALVE
- X X X X X X — EXISTING LINE TO BE ABANDONED
- PROP. SAN. MANHOLE

**LIST OF QUANTITIES**

EXIST. 6"ø CI WATER MAIN TO BE ABANDONED = 177.0'
PROP. 6"ø WATER MAIN = 215.0'
TOTAL NUMBER OF PROP. 6"ø CAP = 3

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

OCEAN ENGINEERING
CIVIL ENGINEERING CONSULTANTS
8101 BISCAYNE BLVD. UNIT 606, MIAMI, FL. 33138
Phone: 786-663-4281 (Cell) , 703-415-2008 (Office)
Email: info@oceanengineering.miami

| No. | Date | Revision Description |
|---|---|---|
| | | |

NORTH BEACH

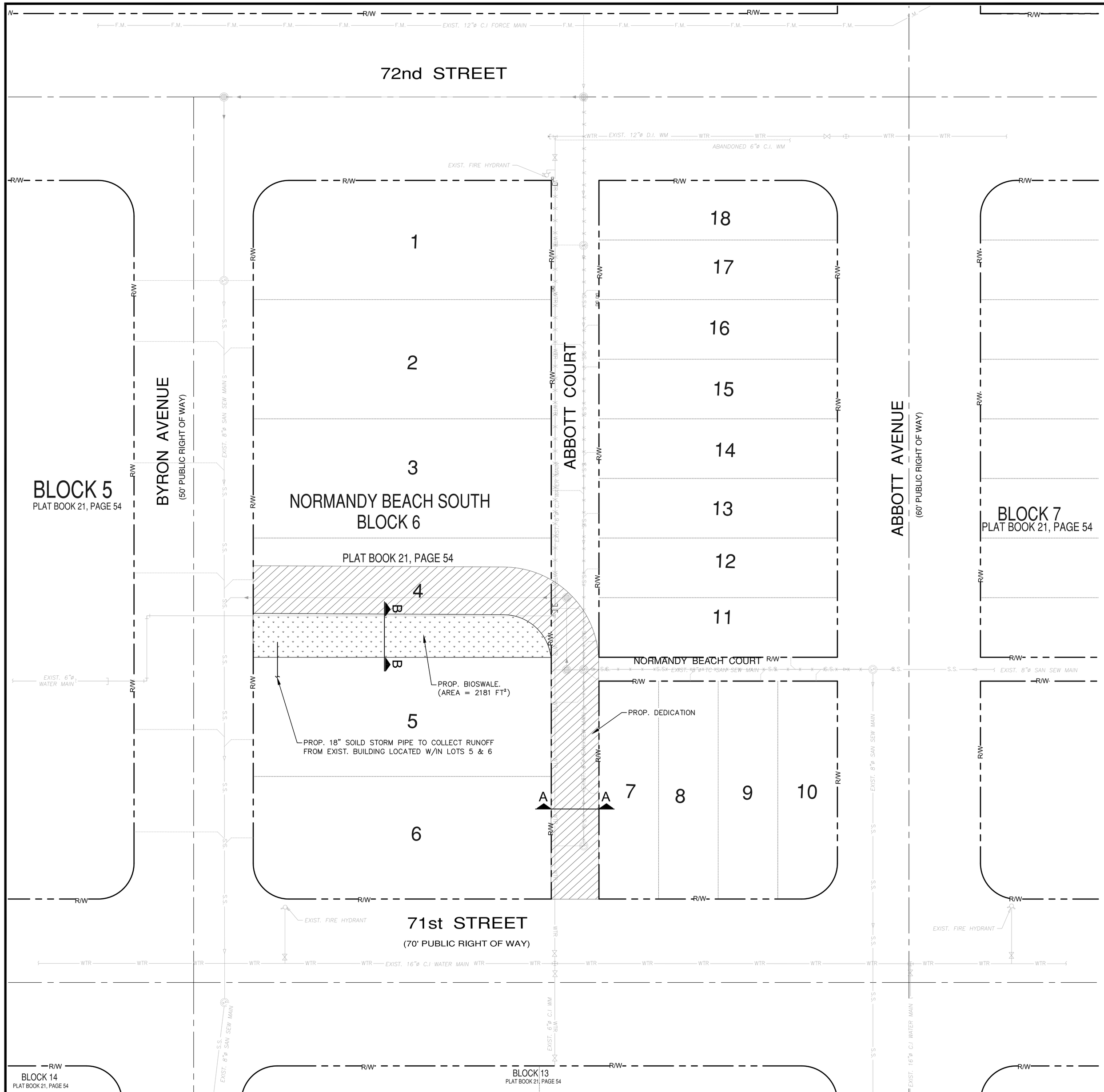
OUTSIDE CONCEPTUAL WATER PLAN

ENGINEER OF RECORD

WALTER M. LUGO, P.E.
FLORIDA PE LIC. No. 61747

WALTER M. LUGO LICENSE NO. 61747 STATE OF FLORIDA PROFESSIONAL ENGINEER

Date: Apr 22, 2019
Scale: AS SHOWN
Designed By:
Drawn By:
Checked By:
CAD File:
Project No.: 2019-0321-12
Dwg. No.:
Sheet: C101




**LEGEND:**

R/W — ℄ — R/W LINE / PROPERTY LINE

℄ CENTER LINE

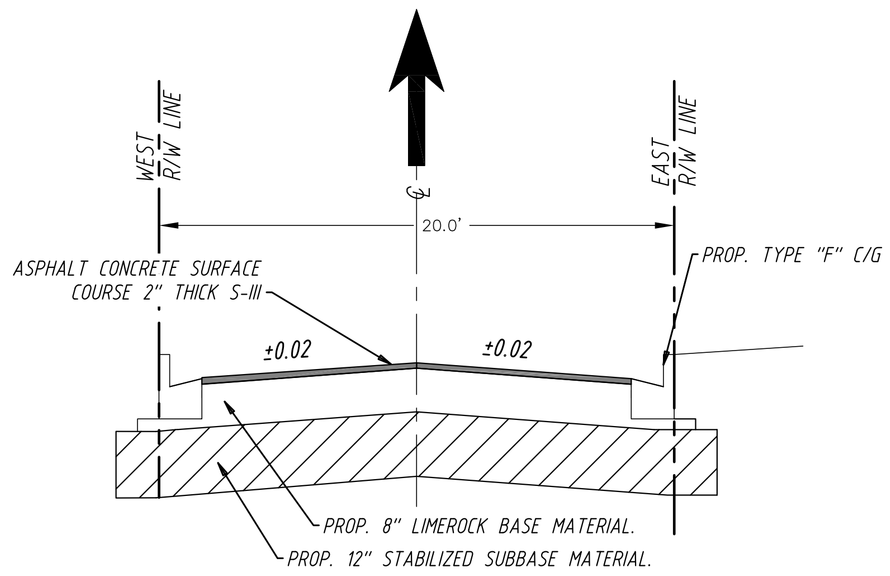
WTR EXISTING WATER MAIN LINE

S.S. EXISTING SAN. SEW. MAIN LINE

GRAPHIC SCALE

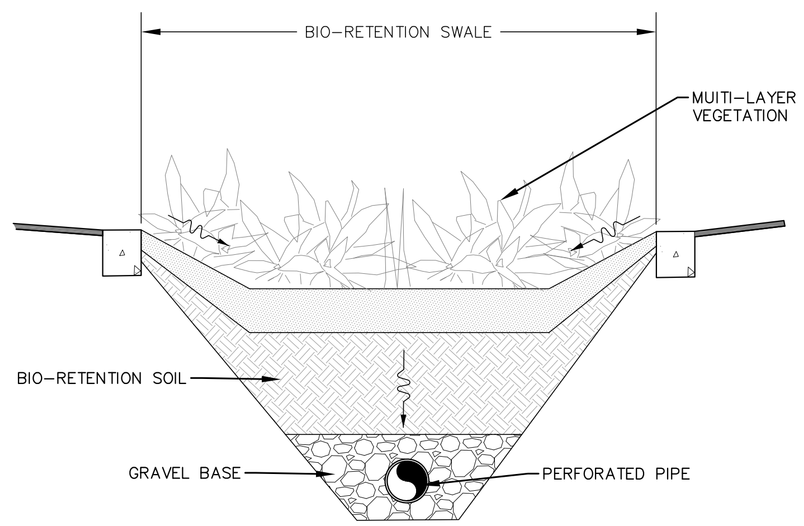
0 10 20 40

( IN FEET )
1" = 20'




TYPICAL SECTION ABBOTT COURT

SECTION A-A N.T.S.




SECTION B-B
(BIOSWALE)
N.T.S.

Revision Description | Date | No.

NORTH BEACH

CONCEPTUAL PAVING GRADING AND DRAINAGE PLAN

ENGINEER OF RECORD

WALTER M. LUGO, P.E.
FLORIDA PE LIC. No. 61747

WALTER M. LUGO LICENSE NO. 61747 STATE OF FLORIDA PROFESSIONAL ENGINEER

Date: Apr 22, 2019
Scale: AS SHOWN
Designed By:
Drawn By:
Checked By:
CAD File:
Project No.: 2019-0321-12
Dwg. No.:
Sheet: C200

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

OCEAN ENGINEERING
CIVIL ENGINEERING CONSULTANTS
8525 UNIVERSAL BLVD, UNIT 406 MIAMI FL. 33126
Phone: 786-622-4450 (CAR) 786-615-2908 (Office)
Email: info@oceanengineering.com

PLANNING DEPARTMENT

# COMMISSION MEMORANDUM

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Thomas R. Mooney, AICP
Planning Director

DATE: July 17, 2019

SUBJECT: **Planning Analysis of Proposed Right of Way (ROW) Vacation – Portions of Alleys Known as Abbott Court and Normandy Beach Court**

## BACKGROUND

Section 82-38 of the Code of the City of Miami Beach requires that any proposed sale or lease of City-owned land be analyzed from a planning perspective so that the City Commission and the public are fully apprised of all conditions relating to the proposed sale or lease.

The Applicant is proposing to redevelop almost an entire block with a mixed-use project consisting of commercial and residential uses. In order to create a more efficient site, the applicant is asking the City to vacate one alley in its entirety, Normandy Beach Court, which is 1,000 square feet. In addition, the Applicant is asking that the City vacate a portion of another alley, Abbott Court, which is 3,522 square feet. There is a total of 4,522 square feet in the vacation that will be absorbed into the Applicant's project.

The Applicant then proposes to dedicate to the City a sufficient amount of property for a new alley that will connect the remaining portion of Abbott Court westward to Bryon Avenue which will contain 2,542 square feet. The Applicant will also dedicate to the City 2,198 square feet to construct a bioswale. There is a total of 4,740 square feet in the dedication.

Since the area being dedicated is slightly larger than the area being vacated, the City gains approximately 218 square feet of right of way. The result is that the Applicant's assemblage is reduced from 53,980 square feet to 53,762 square feet; however, the site becomes more efficient to develop. See the Right of Way Vacation and Dedication Area Aerial at the end of this report.

The following is an analysis based on the criteria delineated in the Code:

## ANALYSIS

**1. Whether or not the proposed use is in keeping with city goals and objectives and conforms to the city comprehensive plan.**

**Consistent –** The proposed use is in keeping with the city goals and objectives and conforms to the Comprehensive Plan. The vacation will allow for a more efficient development which is consistent with the purpose of the underlying TC-C future land use category. The purpose of the TC-C category is to:

*To encourage and enhance the high-intensity commercial employment center*

*function of the North Beach Town Center's Central Core area; support the Town Center's role as the hub of community-wide importance for business, office, retail, governmental services, culture and entertainment; promote development of a compact, pedestrian and transit oriented, mixed-use area; provide opportunities for live-work lifestyles; and create a place that represents a unique, attractive and memorable destination for residents and visitors.*

**2. The impact on adjacent property, including the potential positive or negative impacts such as diminution of open space, increased traffic, noise level or enhanced property values, improved development patterns and provision of necessary services. Based on the proposed use of the property, the city shall determine the potential impact of the project on city utilities and other infrastructure needs and the magnitude of costs associated with needed infrastructure improvements. Should it become apparent that further evaluation of traffic impact is needed, the proponent shall be responsible for obtaining a traffic impact analysis from a reputable traffic engineer.**

**Consistent –** No negative impacts are anticipated by the proposal. The alley will be rerouted so that access is maintained for the condominium building located at the southwest corner of the affected block.

- Though a ROW is proposed to be vacated, additional ROW will be dedicated to the City, so there will be no diminution of open space. The vacated area will be rebuilt consistent with the North Beach Town Center - Central Core (TC-C) regulations which will provide for additional open spaces and enhance the neighborhood.
- Vacation of the ROW will not affect the transportation network, as vehicular access will be maintained. There is a net loss of developable floor area of 763 square feet (218 SF x 3.5 FAR = 763 SF) so no additional trips will be created as a result of the vacation.
- No noise level impacts are anticipated from the vacation.
- The appearance of the property will improve with the proposed vacation, as the approved development proposal includes a bioswale and an enhanced development. These improvements should enhance surrounding property values.
- Vacation of the ROW will allow for improved utilization of the adjacent parcel, and lead to improved development patterns throughout the North Beach Town Center area, which is in need of economic redevelopment.
- Vacation of the ROW way will not impact adopted levels of service for public infrastructure. Compliance with parks and transportation concurrency for utilization of the floor area that maybe utilized within a unified development site will be determined and mitigated in conjunction with the building permit process; however, no additional utilities or infrastructure are expected to be necessary.

**3. A determination as to whether or not the proposed use is in keeping with a public purpose and community needs, such as expanding the city's revenue base, creating jobs, creating a significant revenue stream, and improving the community's overall quality of life.**

**Consistent -** This proposal expands the City's revenue base by allowing for the development of a more efficient project, consistent with the North Beach TC-C district.

The proposal will allow for the development of a bioswale which will enhance the City's resiliency efforts. In addition, the agreement will allow for the implementation of the North Beach Master Plan which will provide for beautified streets and create larger public spaces and enhance the surrounding community.

4. **A determination as to whether or not the development is in keeping with the surrounding neighborhood, will block views or create environmental intrusions, and evaluation of the design and aesthetic considerations of the project.**

   **Consistent -** The surrounding neighborhood will not be negatively affected. Public access through a re-routed alley will be provided. The vacation will not allow for additional development rights that are not currently available, as a result no views will be blocked beyond what could have previously been blocked. No environmental intrusions will be created by the proposed ROW vacation, and the provided bioswale will allow for environmental enhancements.

5. **The impact on adjacent properties, whether or not there is adequate parking, street and infrastructure needs.**

   **Consistent –** Vacation of this ROW will not affect the parking or infrastructure needs of adjacent properties. Public parking is not provided within the current alley. It is expected that any new development will provide parking to manage their own needs.

6. **Such other issues as the city manager or his authorized designee, who shall be the city's planning director, may deem appropriate in analysis of the proposed disposition.**

   **Not applicable -** The Planning Department has no other issues it deems appropriate to analyze for this proposal.

**CONCLUSION**

Vacation of the public ROW is consistent with the Goals, Objectives, and Policies based on the approved proposals for the property. The vacation of portions of Abbot Court and Normandy Beach Court alleys will generate no negative impacts for the surrounding area. The property would be able to be redeveloped in a more efficient manner; and utility and vehicular access will continue to be provided.

# APPRAISAL REPORT

# OF THE CONTRIBUTORY VALUE OF

# PROPOSED VACATED PORTIONS OF ABBOTT COURT

# AND NORMANDY BEACH COURT TO BE UTILIZED IN

# CONJUNCTION WITH A REDEVELOPMENT SITE

# LOCATED AT

# 430 72ND STREET & 409 71ST STREET &

# 7120-7140 ABBOTT AVENUE & 7117-7335 BYRON AVENUE

# MIAMI BEACH, FLORIDA

**DATE OF VALUATION:**

**APRIL 2, 2019**

**J. ALHALE APPRAISALS, INC.**
**Real Estate Appraisers and Consultants**

# J. ALHALE APPRAISALS, INC.
## REAL ESTATE APPRAISERS AND CONSULTANTS
## 3475 SHERIDAN STREET, SUITE 313
## HOLLYWOOD, FLORIDA 33021

**JOZEF ALHALE, MAI**
**STATE CERTIFIED GENERAL APPRAISER**
**NO. RZ0001557**

**CELL: (305) 613-7477**
**E-MAIL: jbalhale@aol.com**
**WWW.jalhaleappraisals.com**


April 9 2019

Mr. Eric T. Carpenter, P.E.
Assistant City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

Re: Proposed Vacated Portions of Abbott Court and Normandy Beach Court, Between 71st Street and 72nd Street, as described herein Miami Beach, Florida

Dear Mr. Carpenter:

Pursuant to your request for an appraisal of the above referenced property, I submit the following appraisal report.

Legal Description: The proposed to be vacated portion of Abbott Court and Normandy Beach Court surround the developer's site which is legally described as Lots 1 through 4, and Lots 7 through 18, Block 6, Normandy Beach South, as recorded in Plat Book 21, Page 54 of the Public Records of Miami-Dade County, Florida

The developer's site is a 54,072 SF city-block which is bounded by Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, with the exception of the 12,675 SF site located at the northeast corner of 71st Street and Byron Avenue, Miami Beach, Florida. The developer's site has 291.4 feet of frontage along the west side of Abbott Avenue, 200 feet of frontage along the east side of Byron Avenue, 100 feet of frontage along the north side of 71st Street and 225 feet of frontage along the south side of 72nd Street.

The developer's site is currently improved with several commercial and residential buildings, including a 1-story 14-unit rental apartment building built in 1956 at 430 72nd Street; a 6,250 SF paved lot utilized for truck rental operation at 7134 Abbott Avenue; a 12,500 SF paved parking lot for a Laundromat at 7117-7135 Byron Avenue; a 1-story 9,867 SF commercial building built in 1947 at 7124 Abbott Avenue; a 2-story commercial building with 6,112 SF of adjusted building area built in 1950 at 7120 Abbott Avenue; a 1,232 SF service station built in 1997 at 409 71st Street; a 1-story commercial building with 6,922 SF of adjusted building area, built in 1963 at 7140 Abbott Avenue; and a 2-story commercial building with 3,496 SF of adjusted building area, built in 1948 at 7136 Abbott Avenue.

The developer's site is the entire City block bordered by Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, with the exception of the 12,675 SF site improved with a condominium apartment building located at the northeast corner of 71st Street and Byron Avenue, Miami Beach, Florida.

The existing mostly low-rise improvements which are all older than50 years, contain a total adjusted building area of 33.946 SF, while the overall site can be improved with up to 189,252 SF.

In addition, the City of Miami Beach and the developer are negotiating the "vacation" of the 20-foot wide by 200-foot long northern portion of Abbott Court and 10-foot wide by 100-foot long portion of Normandy Beach Court, in the same City block.

The vacated area contains a total land area of 5,000 SF which would contribute an additional 17,500 SF of buildable area, based on the maximum permitted Floor Area Ratio (FAR) of 3.5, thereby increasing the developer's total buildable area from 189,252 SF to 206,752 SF (indicating a 9.2% increase), as well as create a contiguous L-shaped site with superior development potential.

It is my estimate that the contributory value of the Fee Simple Interest in the proposed "vacated" property (described as the 20-foot wide by 200-foot long northern portion of Abbott Court and 10-foot wide by 100-foot long portion of Normandy Beach Court, which will be utilized in conjunction with the developer's site which is the entire City block bordered by Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, with the exception of the 12,675 SF site improved with a condominium apartment building located at the northeast corner of 71st Street and Byron Avenue, Miami Beach, Florida), which contains a total land area of 5,000 SF to contribute 17,500 SF of additional buildable area, based on the maximum permitted Floor Area Ratio of 3.5), as of April 2, 2019, was:

**CONTRIBUTORY MARKET VALUE OF THE FEE SIMPLE INTEREST IN THE PROPOSED "VACATED" PUBLIC ALLEY AREAS TO BE UTILIZED IN CONJUNCTION WITH THE DEVELOPER'S SITE AS DESCRIBED HEREIN**
**TWO MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($2,350,000)**

Sincerely,



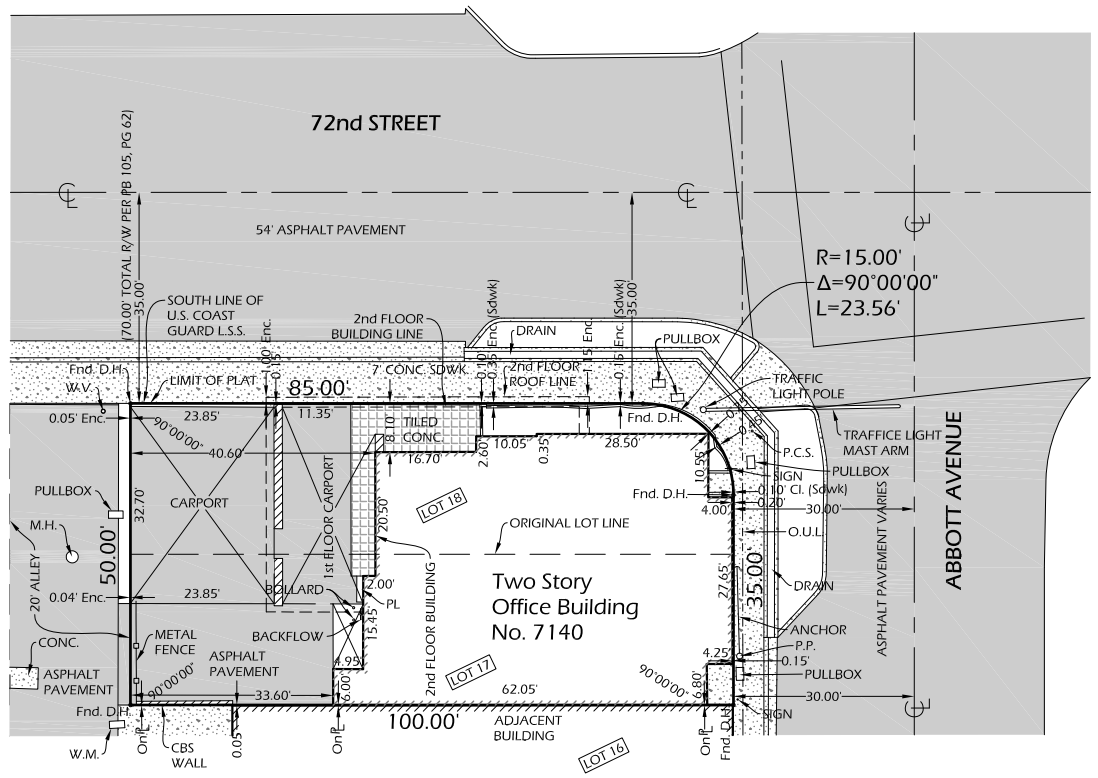
Jozef Alhale, MAI, CCIM
State Certified General Appraiser
License No. RZ 0001557

**\19-03-03**

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# ALTA/NSPS LAND TITLE SURVEY




Folio: 02-3211-002-0460
Property Address: 7136 ABBOTT AVE
Miami Beach, FL 33141-3010
Owner: ANNA BEJELIS
Mailing Address: 316 S CHURCHILL DR
SAINT AUGUSTINE, FL 32086

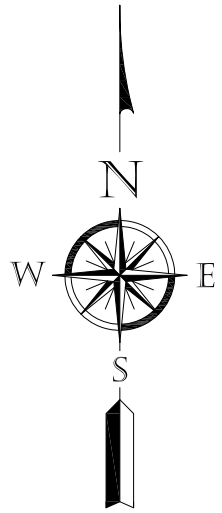
## GRAPHIC SCALE

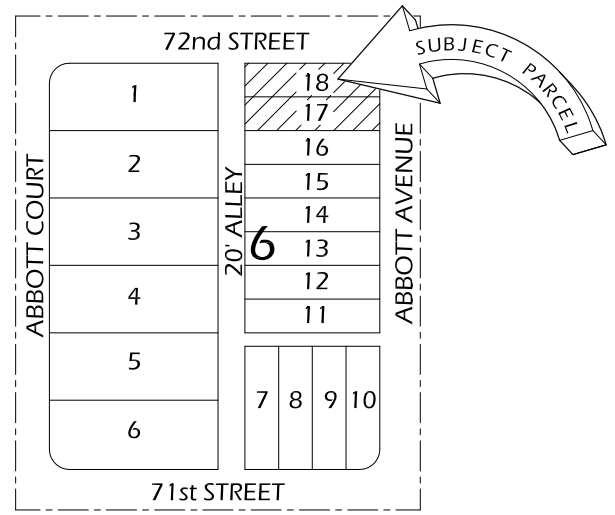
10 0 10 20 30 40 50 60 70 80 90 100

Scale: 1"=20'




VICINITY MAP
NTS




LOCATION SKETCH
NTS

Notes:
- All clearances and/or encroachments shown hereon are of apparent nature. Fence ownership by visual means. Legal ownership of fences not determined.
- Encroachments Noted:
  1. Overhead utility lines.
  2. Portion of the carport is encroaching over the West boundary line into the abutting alley.
  3. Portion of the roof overhang is encroaching over the North boundary line into the street Right-of-Way (72nd Street).
  4. Portion of the abutting sidewalk is encroaching over the North boundary line.
- Underground structures, if any, not located.
- Lands shown hereon were not abstracted for easements and/or right-of-ways of record.
- Legal description provided by client.
- This certification is only for land as described. It is not a certification of title, zoning, easements, or freedom from encumbrances.
- There may be additional restrictions not shown on this survey that may be found in the public records of this county.
- This ALTA SURVEY has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed party.
- This survey was based on the monuments found on the field. No construction in any manner should be made without the prior written consent of the Surveyor.
- According to FEMA the subject property falls within Flood Zone AE, Base 8, as shown in Flood Insurance Rate Map Panel No. 12086C0326L; Community No.12065 ; Revised Date of September 11, 2009.
- According to the City of Miami Beach Zoning Letter dated August 24, 2016, this property is zoned TC-1 Town Center Core District. The setbacks are as follows: Front - 5 feet; Side Facing a Street - 5 feet; Interior Side - 10 feet when abutting a TC-3 district or a future alley designated on the infill; Rear - 0 feet abutting an alley or where there is a side lot line abutting 71st Street, otherwise 10 feet.
- Lot Area = 4951.7 Square Feet, 0.11 ± Acres ; Building Area at ground level = 2611.47 Square Feet.
- Marked Parking spaces: 0

LEGAL DESCRIPTION:
Lots 17 and 18, Block 6, NORMANDY BEACH SOUTH, according to the Plat thereof, as recorded in Plat Book 21, Page 54, of the Public Records of Miami-Dade County, Florida.

SCHEDULE B – SECTION II Exceptions - Fidelity National Title Insurance Company, Customer Reference No. 38888.0032; Dated July 27, 2016 at 8:00 AM

6. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Normandy Beach South, recorded in Plat Book 21, Page 54, of the Public Records of Miami-Dade County, Florida. (APPLIES - SHOWN ON SURVEY)

PREPARED FOR: Abbott Avenue Partners, LLC, a Delaware limited liability company, 7140 Abbott Avenue, Miami Beach, FL 33141

To Abbott Avenue Partners, LLC, a Delaware limited liability company; Stearns, Weaver, Miller, Weissler, Alhadeff & Sitterson, P.A.; Fidelity National Title Insurance Company; City National Bank of Florida, its successors and/or assigns, as their interests may appear

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6a, 7a, 7b(1), 8, 9, 11 (observed evidence), 13, and 16 of Table A thereof. The field work was completed on August 16, 2016.

Date of Plat or Map: October 19, 2016

NELSON MOJARENA
Registered Surveyor & Mapper No. 5504
State of Florida

LEGEND

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Δ | = Central Angle | ℄ | = Center Line | F.H. | = Fire Hydrant | M | = Measured | O/S | = Offset | PL | = Planter | R.L.S. | = Registered Land Surveyor |
| A | = Arc | CLF | = Chain Link Fence | FIP | = Found 1/2" Iron Pipe | MAINT. | = Maintenance | O.U.L. | = Overhead Utility Lines | PLS | = Professional Land Surveyor | RNG | = Range |
| A/C | = Air Conditioner | CL | = Clear | FIR | = Found 1/2" Iron Rebar | ME | = Maintenance Easement | P | = Plat | P.O.B. | = Point of Beginning | R/R | = Railroad |
| ASPH | = Asphalt | Conc. | = Concrete | FPL | = Florida Power & Light | MH | = Manhole | PB | = Plat Book | P.O.C. | = Point of Commencement | RSM | = Registered Surveyor & Mapper |
| BBQ | = Barbecue | D | = Deed | ID | = Identification | ℄ | = Monument Line | PC | = Point of Curvature | P.P. | = Power Pole | R/W | = Right-of-Way |
| CB | = Catch Basin | Ø | = Diameter | I.P. | = Iron Pipe | Mon. | = Monument | PCS | = Pedestrian Crosswalk Sign | PRC | = Point of Reverse Curvature | Sdwk | = Sidewalk |
| CBS | = Concrete Block Structure | DH | = Drill Hole | LB | = Licensed Business | N/A | = Not Applicable | PG | = Page | PRM | = Point of Reference Monument | Sec. | = Section |
| CH | = Chord | DME | = Drainage & Maintenance Easm't | LME | = Lake Maintenance Easement | N/D | = Nail & Disc | P.I. | = Point of Intersection | PT | = Point of Tangency | SD | = Storm Drain |
| Chatta. | = Chattahoochee | Easm't | = Easement | LP | = Light Pole | N° | = Number | PKWY | = Parkway | R | = Radius | SMH | = Sanitary Manhole |
| | | Enc. | = Encroachment | L.S. | = Land Surveyor | NTS | = Not to Scale | ℄ | = Property Line | Res. | = Residence | SSMH | = Sanitary Sewer Manhole |

| | | | |
|---|---|---|---|
| T | = Tangent | | |
| Trans. | = Transformer | | |
| TWP | = Township | | |
| Typ. | = Typical | | |
| U.E. | = Utility Easement | | |
| UTIL. | = Utility | | |
| W.F. | = Wood Fence | | |
| W.M. | = Water Meter | | |
| WME | = Wall Maintenance Easement | | |

SURVEYOR'S SEAL
Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.

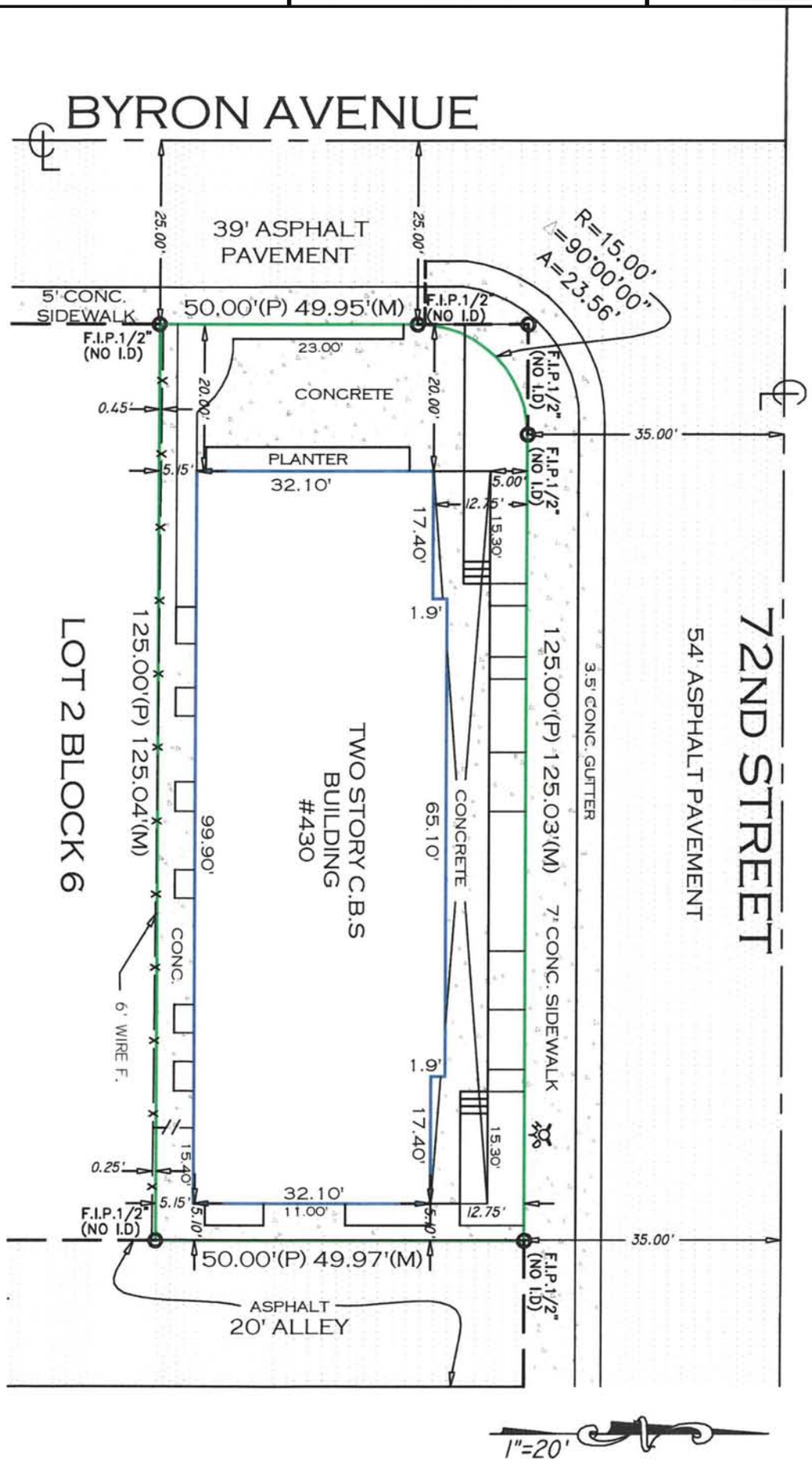
REVISED:

MOJARENA & ASSOCIATES, INC.
Land Surveyors & Mappers
Certificate of Authorization No. 6698
P.O. Box 56-0126
Miami, Florida 33256-0126
Tel. (305) 278-2494

| FLOOD ZONE: AE | | BASE: 8 | |
|---|---|---|---|
| DATE: 08-16-16 | SCALE: 1" = 20' | DWN. BY N.M. | JOB NO. 16-0143 |






Accepted By: _____

**Property Address:**
430 72 Street
Miami Beach, FLORIDA 33141

**Notes:** NO NOTES

**SURVEYOR'S CERTIFICATION:** I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THIS COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL LAND SURVEYOR'S IN CHAPTER 5J-17-051 THROUGH 5J-17-052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 427.027 FLORIDA STATUES.

**SIGNED** _____ **FOR THE FIRM**
**EFRAIN LOPEZ**
**STATE OF FLORIDA** **P.S.M. No. 6792**

PROFESSIONAL SURVEYOR & MAPPER No. 6792 STATE OF FLORIDA

NOT VALID WITHOUT AND AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND/OR THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER.

M.E. Land Surveying, Inc.
10665 SW 190th Street
Suite 3110
Miami, FL 33157
Phone: (305) 740-3319
Fax: (305) 669-3190
LB#: 7989

# Surveyor's Legend

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | PROPERTY LINE | | | | | | |
| | STRUCTURE | FND | FOUND IRON PIPE / PIN AS NOTED ON PLAT | B.R. | BEARING REFERENCE | TEL. | TELEPHONE FACILITIES |
| | CONC. BLOCK WALL | △ | | △ | CENTRAL ANGLE OR DELTA | U.P. | UTILITY POLE |
| —x—x— | CHAIN-LINK FENCE OR WIRE FENCE | LB# | LICENSE # - BUSINESS | R | RADIUS OR RADIAL | E.U.B. | ELECTRIC UTILITY BOX |
| —/—/—/— | WOOD FENCE | LS# | LICENSE # - SURVEYOR | RAD. | RADIAL TIE | SEP. | SEPTIC TANK |
| —o—o— | IRON FENCE | CALC | CALCULATED POINT | N.R. | NON RADIAL | D.F. | DRAINFIELD |
| — — — — | EASEMENT | SET | SET PIN | TYP. | TYPICAL | A/C | AIR CONDITIONER |
| — - — | CENTER LINE | ▲ | CONTROL POINT | I.R. | IRON ROD | S/W | SIDEWALK |
| | WOOD DECK | ■ | CONCRETE MONUMENT | I.P. | IRON PIPE | DWY | DRIVEWAY |
| | CONCRETE | | BENCHMARK | N&D | NAIL & DISK | SCR. | SCREEN |
| | ASPHALT | ELEV | ELEVATION | PK NAIL | PARKER-KALON NAIL | GAR | GARAGE |
| | BRICK / TILE | P.T. | POINT OF TANGENCY | D.H. | DRILL HOLE | ENCL. | ENCLOSURE |
| | WATER | P.C. | POINT OF CURVATURE | Ⓦ | WELL | N.T.S. | NOT TO SCALE |
| | APPROXIMATE EDGE OF WATER | P.R.M. | PERMANENT REFERENCE MONUMENT | | FIRE HYDRANT | F.F. | FINNISHED FLOOR |
| | COVERED AREA | P.C.C. | POINT OF COMPOUND CURVATURE | Ⓜ | M.H. MANHOLE | T.O.B. | TOP OF BANK |
| | TREE | P.R.C. | POINT OF REVERSE CURVATURE | O.H.L. | OVERHEAD LINES | E.O.W. | EDGE OF WATER |
| | POWER POLE | P.O.B. | POINT OF BEGINNING | TX | TRANSFORMER | E.O.P | EDGE OF PAVEMENT |
| | CATCH BASIN | P.O.C. | POINT OF COMMENCEMENT | CATV | CABLE TV RISER | C.V.G. | CONCRETE VALLEY GUTTER |
| C.U.E. | COUNTY UTILITY EASEMENT | P.C.P. | PERMANENT CONTROL POINT | W.M. | WATER METER | B.S.L. | BUILDING SETBACK LINE |
| I.E./E.E. | INGRESS / EGRESS EASEMENT | M | FIELD MEASURED | P/E | POOL EQUIPMENT | S.T.L. | SURVEY TIE LINE |
| U.E. | UTILITY EASEMENT | P | PLATTED MEASUREMENT | CONC. | CONCRETE SLAB | ℄ | CENTER LINE |
| | | D | DEED | ESMT | EASEMENT | R/W | RIGHT-OF-WAY |
| | | C | CALCULATED | D.E. | DRAINAGE EASEMENT | P.U.E. | PUBLIC UTILITY EASEMENT |
| | | L.M.E. | LAKE OR LANDSCAPE MAINT. ESMT. | L.B.E. | LANDSCAPE BUFFER EASEMENT | C.M.E. | CANAL MAINTENANCE EASEMENT |
| | | R.O.E. | ROOF OVERHANG EASEMENT | L.A.E. | LIMITED ACCESS EASEMENT | A.E. | ANCHOR EASEMENT |

**Property Address:**

430 72 Street
Miami Beach, FLORIDA 33141

**Flood Information:**

**Community Number:** 120651
**Panel Number:** 12086C0326L
**Suffix:** L
**Date of Firm Index:** 09/11/2009
**Flood Zone:** AE
**Base Flood Elevation:** 8
**Date of Field Work:** 10/12/2017
**Date of Completion:** 10/13/2017

**General Notes:**

**1.)** The Legal Description used to perform this survey was supplied by others.
This survey does not determine or is not to imply ownership
**2.)** This survey only shows above ground improvements.
Underground utilities, footings, or encroachments are not located on this survey map
**3.)** If there is a septic tank, well, or drain field on this survey,
the location of such items was shown to us by others and the information was not verified.
**4.)** Examination of the abstract of title will have to be made to determine recorded instruments, if any, effect this prop erty.The lands shown herein were not abstracted for easement or other recorded encumbrances not shown on the pl at
**5.)** Wall ties are done to the face of the wall.
**6.)** Fence ownership is not determined.
**7.)** Bearings referenced to line noted B.R
**8.)** Dimensions shown are platted and measured unless otherwise shown.
**9.)** No identification found on property corners unless noted.
**10.)** Not valid unless sealed with the signing surveyors embossed seal.
**11.)** Boundary survey means a drawing and/or graphic representation of the survey work performed in the field, coul d be drawn at a shown scale and/or not to scale
**12.)** Elevations if shown are based upon NGVD 1929 unless otherwise noted
**13.)** This is a BOUNDARY SURVEY unless otherwise noted.
**14.)** This survey is exclusive for the use of the parties to whom it is certified. The certifications do not extend to any u nnamed parties.
**15.)** This survey shall not be used for construction/permitting purposes without written consent from the land surveyor who has signed and sealed this survey.

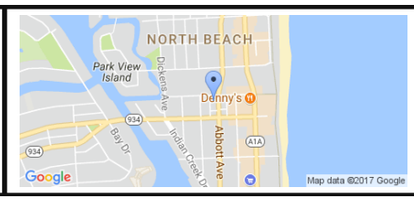
**Legal Description:**
Lot 1, of Block 6, of NORMANDY BEACH SOUTH, according to the plat thereof, as recorded in Plat Book 21, Page 54, of the public records of Miami-Dade County, FLORIDA

**Printing Instructions:**
While viewing the survey in any PDF Reader, select the File Drop-down and select "Print". Select a color printer, if available; or at least one with 8.5" x 14" (legal) paper.
Select ALL for Print Range, and the # of copies you would like to print out.
Under the "Page Scaling" please make sure you have selected "None".
Do not check the "Auto-rotate and Center" box.
Check the "Choose Paper size by PDF" checkbox, then click OK to print.

Certified To:
**Abbott Avenue Partners, LLC, a Delaware limited liability company**
**Green and Kahn P.L.**
**Old Republic National Title Insurance Company**
**City National Bank of Florida**
its successors and/or assigns as their interest may appear.

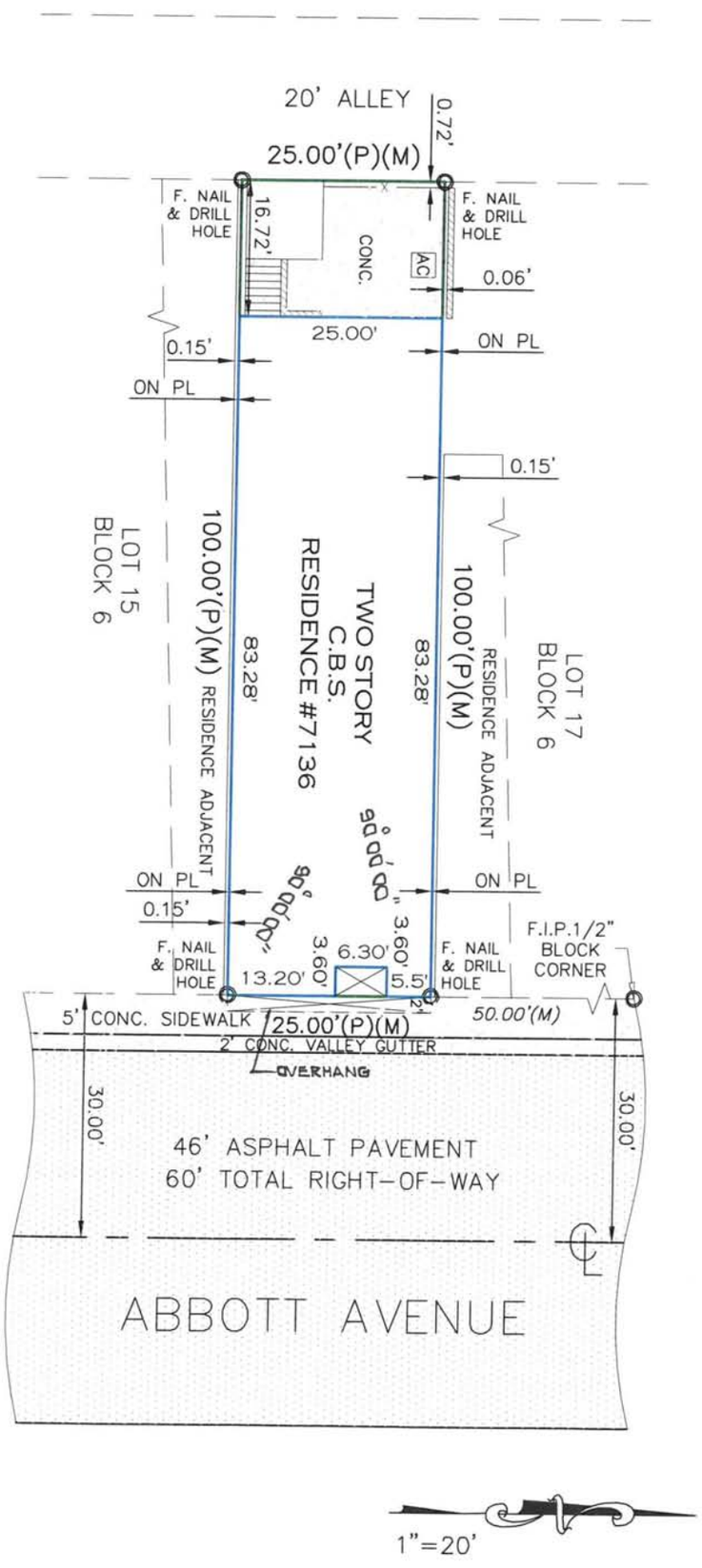
**Please copy below for policy preparation purposes only:**
*This policy does not insure against loss or damage by reason of the following exceptions: Any rights, easements, interests, or claims which may exist by reason of, or reflected by, the following facts shown on the survey prepared by* _ *EFRAIN LOPEZ* _ *dated* *10/13/2017* *bearing Job #* *B-33734* *:*
*a. NO NOTES*


**M.E. Land Surveying, Inc.**
10665 SW 190th Street, Suite 3110 Miami, FL 33157
Phone: (305) 740-3319
Fax: (305) 669-3190
LB#: 7989










Accepted By: _____

**Property Address:**
7136 Abbott Avenue
Miami Beach, FLORIDA 33141

**Notes:** **NO NOTES**

**SURVEYOR'S CERTIFICATION:** I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THIS COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL LAND SURVEYOR'S IN CHAPTER 5J-17-051 THROUGH 5J-17-052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 427.027 FLORIDA STATUES.

**SIGNED** _____ **FOR THE FIRM**
**EFRAIN LOPEZ**
**STATE OF FLORIDA** **P.S.M. No. 6792**

NOT VALID WITHOUT AND AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND/OR THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER.

M.E. Land Surveying, Inc.
10665 SW 190th Street
Suite 3110
Miami, FL 33157
Phone: (305) 740-3319
Fax: (305) 669-3190
LB#: 7989

# Surveyor's Legend

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | PROPERTY LINE | | | | | | |
| | STRUCTURE | FND | FOUND IRON PIPE / PIN AS NOTED ON PLAT | B.R. | BEARING REFERENCE | TEL. | TELEPHONE FACILITIES |
| | CONC. BLOCK WALL | | | △ | CENTRAL ANGLE OR DELTA | U.P. | UTILITY POLE |
| —x—x— | CHAIN-LINK FENCE OR WIRE FENCE | LB# | LICENSE # - BUSINESS | R | RADIUS OR RADIAL | E.U.B. | ELECTRIC UTILITY BOX |
| —/—/—/— | WOOD FENCE | LS# | LICENSE # - SURVEYOR | RAD. | RADIAL TIE | SEP. | SEPTIC TANK |
| —o—o— | IRON FENCE | CALC | CALCULATED POINT | N.R. | NON RADIAL | D.F. | DRAINFIELD |
| — — — — | EASEMENT | SET | SET PIN | TYP. | TYPICAL | A/C | AIR CONDITIONER |
| —— - —— | CENTER LINE | ▲ | CONTROL POINT | I.R. | IRON ROD | S/W | SIDEWALK |
| | WOOD DECK | ■ | CONCRETE MONUMENT | I.P. | IRON PIPE | DWY | DRIVEWAY |
| | | | BENCHMARK | N&D | NAIL & DISK | SCR. | SCREEN |
| | CONCRETE | ELEV | ELEVATION | PK NAIL | PARKER-KALON NAIL | GAR | GARAGE |
| | ASPHALT | P.T. | POINT OF TANGENCY | D.H. | DRILL HOLE | ENCL. | ENCLOSURE |
| | | P.C. | POINT OF CURVATURE | Ⓦ | WELL | N.T.S. | NOT TO SCALE |
| | BRICK / TILE | P.R.M. | PERMANENT REFERENCE MONUMENT | | FIRE HYDRANT | F.F. | FINNISHED FLOOR |
| | WATER | P.C.C. | POINT OF COMPOUND CURVATURE | Ⓜ M.H. | MANHOLE | T.O.B. | TOP OF BANK |
| | | P.R.C. | POINT OF REVERSE CURVATURE | O.H.L. | OVERHEAD LINES | E.O.W. | EDGE OF WATER |
| | APPROXIMATE EDGE OF WATER | P.O.B. | POINT OF BEGINNING | TX | TRANSFORMER | E.O.P | EDGE OF PAVEMENT |
| | COVERED AREA | P.O.C. | POINT OF COMMENCEMENT | CATV | CABLE TV RISER | C.V.G. | CONCRETE VALLEY GUTTER |
| | | P.C.P. | PERMANENT CONTROL POINT | W.M. | WATER METER | B.S.L. | BUILDING SETBACK LINE |
| | TREE | M | FIELD MEASURED | P/E | POOL EQUIPMENT | S.T.L. | SURVEY TIE LINE |
| | POWER POLE | P | PLATTED MEASUREMENT | CONC. | CONCRETE SLAB | ℄ | CENTER LINE |
| | CATCH BASIN | D | DEED | ESMT | EASEMENT | R/W | RIGHT-OF-WAY |
| C.U.E. | COUNTY UTILITY EASEMENT | C | CALCULATED | D.E. | DRAINAGE EASEMENT | P.U.E. | PUBLIC UTILITY EASEMENT |
| I.E./E.E. | INGRESS / EGRESS EASEMENT | L.M.E. | LAKE OR LANDSCAPE MAINT. ESMT. | L.B.E. | LANDSCAPE BUFFER EASEMENT | C.M.E. | CANAL MAINTENANCE EASEMENT |
| U.E. | UTILITY EASEMENT | R.O.E. | ROOF OVERHANG EASEMENT | L.A.E. | LIMITED ACCESS EASEMENT | A.E. | ANCHOR EASEMENT |

**Property Address:**

7136 Abbott Avenue
Miami Beach, FLORIDA 33141

**Flood Information:**

**Community Number:** 120651
**Panel Number:** 12086C0326L
**Suffix:** L
**Date of Firm Index:** 09/11/2009
**Flood Zone:** AE
**Base Flood Elevation:** 8
**Date of Field Work:** 07/11/2017
**Date of Completion:** 07/12/2017

**General Notes:**

**1.)** The Legal Description used to perform this survey was supplied by others.
This survey does not determine or is not to imply ownership
**2.)** This survey only shows above ground improvements.
Underground utilities, footings, or encroachments are not located on this survey map
**3.)** If there is a septic tank, well, or drain field on this survey,
the location of such items was shown to us by others and the information was not verified.
**4.)** Examination of the abstract of title will have to be made to determine recorded instruments, if any, effect this prop erty.The lands shown herein were not abstracted for easement or other recorded encumbrances not shown on the pl at
**5.)** Wall ties are done to the face of the wall.
**6.)** Fence ownership is not determined.
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**8.)** Dimensions shown are platted and measured unless otherwise shown.
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**12.)** Elevations if shown are based upon NGVD 1929 unless otherwise noted
**13.)** This is a BOUNDARY SURVEY unless otherwise noted.
**14.)** This survey is exclusive for the use of the parties to whom it is certified. The certifications do not extend to any u nnamed parties.
**15.)** This survey shall not be used for construction/permitting purposes without written consent from the land surveyor who has signed and sealed this survey.

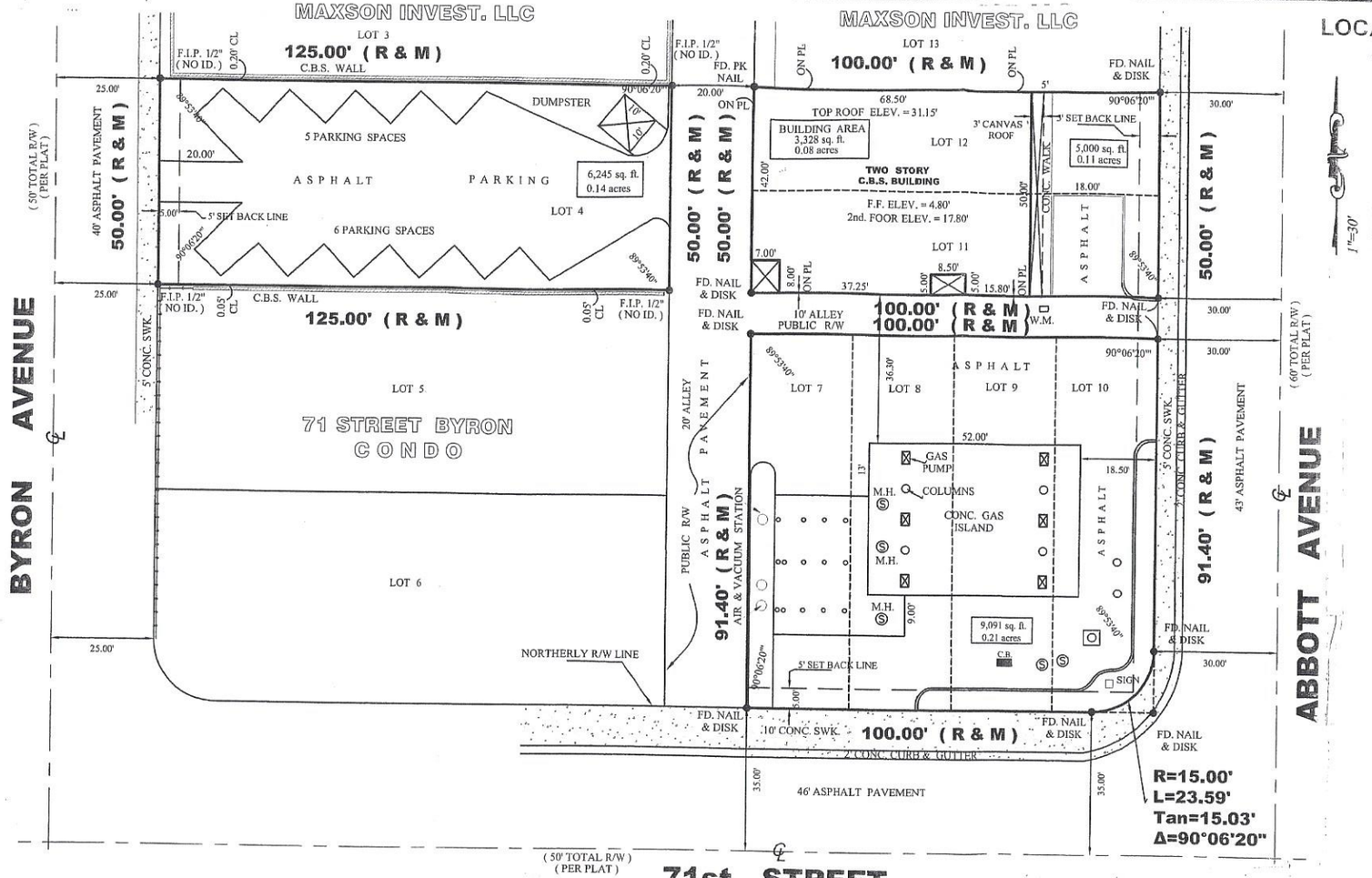
**Legal Description:**
Lot 16, of Block 6, of NORMANDY BEACH SOUTH, according to the plat thereof, as recorded in Plat Book 21, Page 54, of the public records of Miami-Dade County, FLORIDA

**Printing Instructions:**
While viewing the survey in any PDF Reader, select the File Drop-down and select "Print". Select a color printer, if available; or at least one with 8.5" x 14" (legal) paper.
Select ALL for Print Range, and the # of copies you would like to print out.
Under the "Page Scaling" please make sure you have selected "None".
Do not check the "Auto-rotate and Center" box.
Check the "Choose Paper size by PDF" checkbox, then click OK to print.

Certified To:
**Abbott Avenue Partners, LLC**
**Green and Kahn P.L.**
**Old Republic National Title Insurance Company**
**CITY NATIONAL BANK OF FLORIDA, its successors and/or assigns, as their interests may appear**
its successors and/or assigns as their interest may appear.

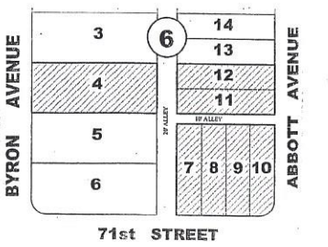
**Please copy below for policy preparation purposes only:**
*This policy does not insure against loss or damage by reason of the following exceptions: Any rights, easements, interests, or claims which may exist by reason of, or reflected by, the following facts shown on the survey prepared by* EFRAIN LOPEZ *dated* 07/12/2017 *bearing Job #* B-30034 *:*
*a. NO NOTES*


**M.E. Land Surveying, Inc.**
10665 SW 190th Street, Suite 3110 Miami, FL 33157
Phone: (305) 740-3319
Fax: (305) 669-3190
LB#: 7989




## LOCATION SKETCH

SCALE: NTS




## ALTA SURVEY

Property Address: 409 71 St., Miami Beach, FL. 33141.
7117 Byron Ave., Miami Beach, FL. 33141.
7120 Abbott Ave., Miami Beach, FL. 33141.

Certified To: 7433 COLLINS AVE. CORP., a Florida corporation; Pumps at 71 LLC, a Florida limited liability company; Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.; First American Title Insurance Company; Angelo and Banta, P.A.; City National Bank of Florida, ISAOA/ATIMA.

Legal Description: Lots 4, 7, 8, 9, 10, 11 and 12, in Block 6, of NORMANDY BEACH SOUTH, according to the Plat thereof, recorded in Plat Book 21, Page 54, of the Public Records of Miami-Dade County, Florida.

"To: Pumps at 71 LLC, a Florida limited liability company; First American Title Insurance Company; City National Bank of Florida; Angelo & Banta, P.A.;
I hereby certify that on the 2nd day of June, 2014:

(a) this survey was made on the ground as per the field notes shown on this survey and correctly shows (i) the boundaries and areas of the subject property and the size, location, and type of buildings and improvements thereon and the distance therefrom to the nearest facing exterior property lines of the subject property; (ii) the location of all rights-of-way, easements and any other matters of record (of which I have knowledge or have been advised, whether or not of record) affecting or benefiting the subject property; (iii) the location of the parking areas on the subject property showing the number of parking spaces provided thereby; (iv) all abutting dedicated public streets providing access to the subject property, together with the width and name thereof; and (v) all other significant items on the subject property;
(b) except as set forth below, there are no (i) encroachments upon the subject property by improvements on adjacent property, (ii) encroachments on adjacent property, streets, or alleys by any improvements on the subject property; (iii) party walls; or (iv) conflicts or protrusions. The exceptions to the above statements are as follows: NONE
(c) ingress to and egress from the subject property is provided by Abbott Avenue, Byron Avenue and 71st Street, the same being paved, dedicated public right(s)-of-way maintained by the City of Miami Beach.
(d) all required building setback lines on the subject property are located as shown hereon.
(e) the property does lie within a flood plain or flood prone area. (Flood Zone AE 8')
(f) that this survey meets the Minimum Technical Standards for Land Surveying in the State of Florida.

Adis N. Nunez
Registration No. 5924

ABBREVIATIONS:
SWK=SIDEWALK, CBS=CONCRETE BLOCK STRUCTURE, CLF=CHAIN LINK FENCE, PL=PROPERTY LINE, DUE=DRAINAGE UTILITY EASEMENT, IP=IRON PIPE, F=FOUND, A/C=AIR CONDITIONER PAD, P/C=PROPERTY CORNER, D/H=DRILLED HOLE, W/F=WOODEN FENCE, RES=RESIDENCE, CL-C LEAR, RB=REBAR, UE=UTILITY EASEMENT, CONC=CONCRETE SLAB, R/W=RIGHT OF WAY, DE=DRAINAGE EASEMENT, C/L=CENTER LINE, O=DIAMTER, TYP=TYPICAL, M=MEASURED, R=RECORDED, ENCR=ENCROACHMENT, COMP=COMPUTER, ASH=ASPHALT, N/D=NAIL & DISC, S=SET, FEE=FINISH FLOOR ELEVATION, O/S=OFFSET, P/P=POWER POLE, OHP=OVERHEAD POWERLINE, WM=WATER METER
WOOD FENCE= ~~~~
MASONRY WALLS= |||||
CONCRETE= ::::::
MAINTENANCE & DRAINAGE EASEMENT= M & D.E.

ELEVATION BASED ON LOC. # 3221 SE
CBM# A-22 ELV. 3.89'

SURVEYORS'S NOTES: 1) NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 2) UNDERGROUND ENCROACHMENTS NOT LOCATED. 3) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. 4) OWNERSHIP OF FENCES ARE UNKNOWN. 5) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK FOR BUILDING AND ZONING INFORMATION.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

BEARINGS WHEN SHOWN ARE REFERRED TO AN ASSUMED VALUE OF SAID PB 21 PAGE 54

NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL

REVISED: 8/4/14
FOR CERTIFICATION

I HEREBY CERTIFY That the survey represented thereon meets the minimum technical requirements adopted by the STATE OF FLORIDA Board of Land Surveyors pursuant to Section 472.027 Florida Statutes.
There are no encroachments, overlaps, easements appearing on the plat or visible easements other than as shown hereon.

ADIS N. NUNEZ
REGISTERED LAND SURVEYOR
STATE OF FLORIDA #5924

SINCE 1987
BLANCO SURVEYORS INC.
Engineers • Land Surveyors • Planners • LB # 0007059
555 NORTH SHORE DRIVE
MIAMI BEACH, FL 33141
(305) 865-1200 Email: blancosurveyorsinc@yahoo.com Fax: (305) 865-7810

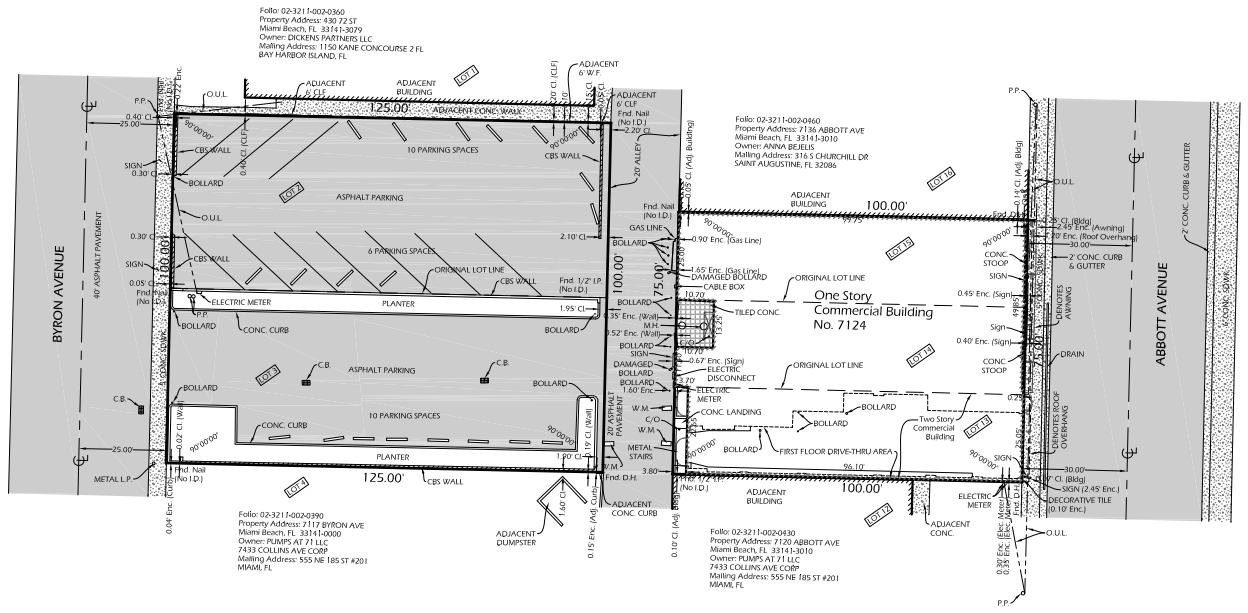
| | | | |
|---|---|---|---|
| FLOOD ZONE: AE | | SUFFIX: L | DATE: 9/11/09 BASE: 8' |
| PANEL: 0326 | | COMMUNITY # 120651 | |
| DATE: 6/3/14 | SCALE: 1" = 30' | DWN. BY: F. Blanco | JOB No 14-368 |

# ALTA/NSPS LAND TITLE SURVEY

GRAPHIC SCALE

10 0 10 20 30 40 50 60 70 80 90 100

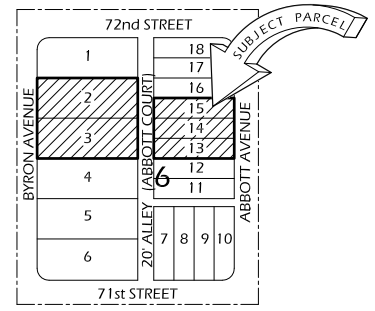
Scale: 1"=20'






VICINITY MAP
NTS




LOCATION SKETCH
NTS

LEGAL DESCRIPTION:
Lots 2, 3, 13, 14 and 15, Block 6, of NORMANDY BEACH SOUTH, according to the Plat thereof, as recorded in Plat Book 21, Page 54, of the Public records of Miami-Dade County, Florida.

SCHEDULE B – SECTION II Exceptions - Fidelity National Title Insurance Company, Customer Reference No.38888.0031; Dated August 17, 2016 at 8:00 AM

6. Covenants, restrictions, conditions, reservations, easements as contained on the Plat of NORMANDY BEACH SOUTH, recorded in Plat Book 21, Page 54. [APPLIES]
7. Restrictions, covenants, conditions and limitations contained in that certain Warranty Deed from NORMANDY BEACH PROPERTIES CORPORATION to BRUCE W. BELMORE, Dated April 10, 1929, filed April 22, 1929, and recorded in Deed Book 1300, Page 49. (LOT 2 BLOCK 6) [APPLIES - NOT PLOTTABLE]
8. Restrictions, covenants, conditions and limitation contained in that certain Warranty Deed from NORMANDY BEACH PROPERTIES CORPORATION to ELLA A. MEARS, dated April 18, 1929, filed November 8, 1935, and recorded in Deed Book 1661, at page 504. [LOT 13 BLOCK 6) [APPLIES - NOT PLOTTABLE]
9. Restrictions, covenants, conditions and limitation contained in that certain Warranty Deed from ATBAY REALTY COMPANY, INC. to MARY V. ARRUDA, dated April 20, 1929, filed April 21, 1936, under Clerk's File No. 74514 and Deed Book 1697, Page 461. (LOTS 14 & 15 BLOCK 6) [APPLIES - NOT PLOTTABLE]
10. Terms and conditions of the lease from between ALLEN D. STOLAR AND VASILIS B. ANTZAKIS, as Landlord and COIN WASH HOLDINGS, INC., a Florida corporation, a memorandum of said lease being recorded October 7, 1998 in Official Book 18301, Page 706. (LOTS 13-15, BLOCK 6) [APPLIES - NOT PLOTTABLE]
11. Restrictions, covenants, conditions and limitation as set forth in that Declaration of Restrictive Covenants recorded February 5, 2007 in Official Records Book 25337, Page 1530. [LOT 3 BLOCK 6) [APPLIES - NOT PLOTTABLE]

PREPARED FOR: Abbott Avenue Partners, LLC, a Delaware limited liability company, 7124-34 Abbott Avenue & 7135 Byron Avenue, Miami Beach, FL 33141

To Abbott Avenue Partners, LLC, a Delaware limited liability company; Fidelity National Title Insurance Company; Stearns, Weaver, Miller, Weissler, Alhadeff & Sitterson, P.A.; City National Bank of Florida, its successors and/or assigns, as their interests may appear

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7a, 7b(1), 8, 9, 11 (observed), 13, and 16 of Table A thereof. The field work was completed on September 6, 2016.

Date of Plat or Map: October 19, 2016

NELSON MOJARENA
Registered Surveyor & Mapper No. 5504
State of Florida

Notes:
- All clearances and/or encroachments shown hereon are of apparent nature. Fence ownership by visual means. Legal ownership of fences not determined.
- Encroachments - Lots 2 and 3, Block 6
  1. Overhead utility lines.
  2. Portion of a CBS wall is encroaching over the North boundary line.
  3. Portion of a concrete curb is encroaching over the South boundary line.
  4. Portion of the adjacent concrete slab is encroaching over the South boundary line.
- Encroachments - Lots 13, 14 and 15, Block 6
  1. Overhead utility lines.
  2. The gas line, the bollards, portion of the CBS walls, a sign, the electric disconnect, and the electric meter are encroaching over the West boundary line into the abutting alley (Abbott Court).
  3. Portion of the roof overhangs, portion of the awnings, portion of the signs and portion of the decorative tile are encroaching over the East boundary line into the street Right-of-Way (Abbott Avenue).
  4. Portion of the electric meters are encroaching over the South boundary line.
- Underground structures, if any, not located.
- Legal description provided by client.
- This certification is only for land as described. It is not a certification of title, zoning, easements, or freedom from encumbrances.
- There may be additional restrictions not shown on this survey that may be found in the public records of this county.
- This ALTA SURVEY has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed party.
- This survey was based on the monuments found on the field. No construction in any manner should be made without the prior written consent of the Surveyor.
- According to FEMA the subject property falls within Flood Zone AE, Base 8, as shown in Flood Insurance Rate Map Panel No. 12086C0326L; Community No.12065 ; Revised Date of September 11, 2009.
- Lot Area: Lots 2 and 3 = 12,500.0 Square Feet, 0.28 ± Acres, Lots 13, 14 and 15 = 7,500.0 Square Feet, 0.17 ± Acres; Building Area at ground level = 7,220.7 Square Feet.
- Marked Parking spaces: 26 Regular

LEGEND

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Δ | = Central Angle | ℄ | = Center Line | FDOT | = Florida Department of Transportation | M | = Measured | O/S | = Offset | PL | = Planter | R.L.S. | = Registered Land Surveyor | T | = Tangent |
| A | = Arc | CLF | = Chain Link Fence | F.H. | = Fire Hydrant | MAINT. | = Maintenance | O.U.E. | = Overhead Utility Lines | P.L.S. | = Professional Land Surveyor | RNG | = Range | Trans. | = Transformer |
| A/C | = Air Conditioner | Cl | = Clear | FIP | = Found 1/2" Iron Pipe | ME | = Maintenance Easement | P | = Plat | P.O.B. | = Point of Beginning | R/R | = Railroad | TWP | = Township |
| ASPH | = Asphalt | Conc. | = Concrete | FPL | = Florida Power & Light | MH | = Manhole | PB | = Plat Book | P.O.C. | = Point of Commencement | RSM | = Registered Surveyor & Mapper | Typ | = Typical |
| C | = Calculated | D | = Deed | ID | = Identification | ℳ | = Monument Line | PC | = Point of Curvature | P.P. | = Power Pole | R/W | = Right-of-Way | U.E. | = Utility Easement |
| C.B. | = Catch Basin | Ø | = Diameter | I.P. | = Iron Pipe | O.R.B. | = Official Records Book | PCP | = Permanent Control Point | PRC | = Point of Reverse Curvature | Sdwk | = Sidewalk | UTIL. | = Utility |
| CBS | = Concrete Block Structure | DH | = Drill Hole | LB | = Licensed Business | N/A | = Not Applicable | PG | = Page | PRM | = Point of Reference Monuments | Sec | = Section | W/F | = Wood Fence |
| CH | = Chord | DME | = Drainage & Maintenance Easm't | LME | = Lake Maintenance Easement | N/D | = Nail & Disc | PI | = Point of Intersection | PT | = Point of Tangency | SD | = Storm Drain | W.M. | = Water Meter |
| Chatsa | = Chattahoochee | Easm't | = Easement | LP | = Light Pole | N° | = Number | PKWY | = Parkway | R | = Radius | S.M.H. | = Sanitary Manhole | WME | = Wall Maintenance Easement |
| | | Enc. | = Encroachment | L.S. | = Land Surveyor | NTS | = Not to Scale | ℙ | = Property Line | Res. | = Residence | S.R. | = State Road | W.V. | = Water Valve |

SURVEYOR'S SEAL
Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.

REVISED:


MOJARENA & ASSOCIATES, INC.
Land Surveyors & Mappers
Certificate of Authorization No. 6698
P.O. Box 560126
Miami, FL 33256-0126
Tel. (305) 278-2494


| FLOOD ZONE: | AE | BASE: | 8 |
|---|---|---|---|
| DATE: | SCALE: | DWN. BY | JOB NO. |
| 09-06-16 | 1" = 20' | N.M. | 16-0158 |




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# Flood Map Report

For Property Located At

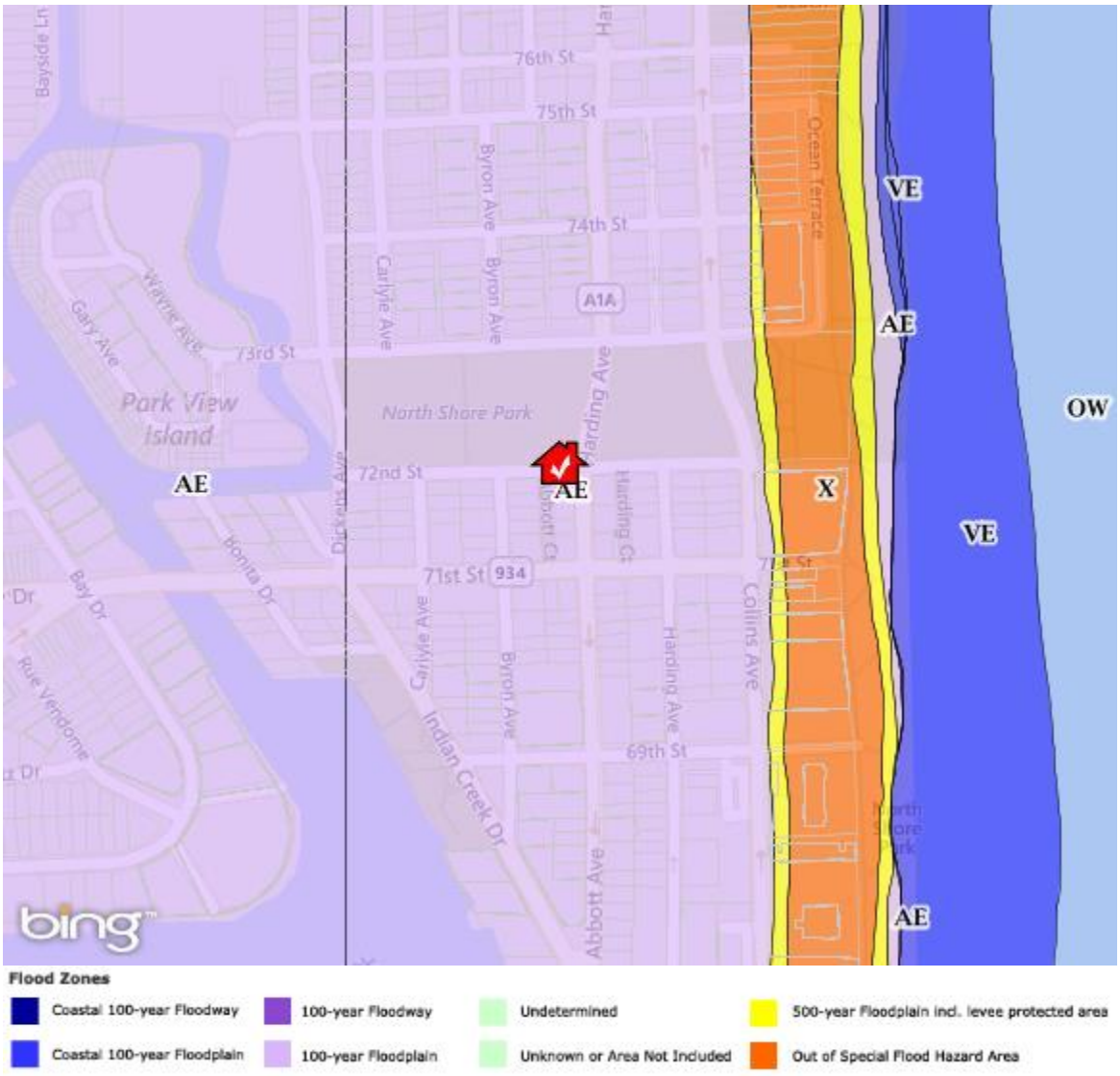
## 7140 ABBOTT AVE, MIAMI BEACH, FL 33141-3010

**Report Date:** 04/06/2019 **County:** DADE, FL

| Flood Zone Code | Flood Zone Panel | Panel Date |
|---|---|---|
| AE | 120651 - 12086C0326L | 09/11/2009 |
| **Special Flood Hazard Area (SFHA)** | **Within 250 ft. of multiple flood zones?** | **Community Name** |
| In | No | MIAMI BEACH |

Flood Zone Description:

**Zone AE-An area inundated by 100-year flooding**



## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

| | |
|---|---|
| Location: | The proposed "vacated" area is the 20-foot wide by 200-foot long northern portion of Abbott Court and 10-foot wide by 100-foot long portion of Normandy Beach Court, between 71st Street and 72nd Street. The developer's site is the entire City block bordered by Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, with the exception of the 12,675 SF site improved with a condominium apartment building located at the northeast corner of 71st Street and Byron Avenue, Miami Beach, Florida |
| Address of Developer's Site: | 430 72nd Street<br>409 71st Street<br>7120-7140 Abbott Avenue<br>7117-7135 Byron Avenue<br>Miami Beach, Florida 33141 |
| Census Tract/Block: | 39.130 / 3 |
| Folio Nos of Developer's Site: | 02-3211-002-0360; -0370; -0380; -0440; -0390; -0430; -0410; -0470 and -0460 |
| Owners of Record: | Abbott Avenue Partners LLC and Pumps at 71 LLC |
| Legal Description: | Lots 1 through 4, and Lots 7 through 18, Block 6, Normandy Beach South, as recorded in Plat Book 21, Page 54 of the Public Records of Miami-Dade County, Florida |
| Description: | The developer's site is a 54,072 SF city-block which is bounded by Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, with the exception of the 12,675 SF site located at the northeast corner of 71st Street and Byron Avenue, Miami Beach, Florida. The developer's site has 291.4 feet of frontage along the west side of Abbott Avenue, 200 feet of frontage along the east side of Byron Avenue, 100 feet of frontage along the north side of 71st Street and 225 feet of frontage along the south side of 72nd Street. |

## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

| | |
|---|---|
| Description: | The developer's site is currently improved with several commercial and residential buildings, including a 1-story 14-unit rental apartment building built in 1956 at 430 72nd Street; a 6,250 SF paved lot utilized for truck rental operation at 7134 Abbott Avenue; a 12,500 SF paved parking lot for a Laundromat at 7117-7135 Byron Avenue; a 1-story 9,867 SF commercial building built in 1947 at 7124 Abbott Avenue; a 2-story commercial building with 6,112 SF of adjusted building area built in 1950 at 7120 Abbott Avenue; a 1,232 SF service station built in 1997 at 409 71st Street; a 1-story commercial building with 6,922 SF of adjusted building area, built in 1963 at 7140 Abbott Avenue; and a 2-story commercial building with 3,496 SF of adjusted building area, built in 1948 at 7136 Abbott Avenue.<br><br>The developer's site is the entire City block bordered by Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, with the exception of the 12,675 SF site improved with a condominium apartment building located at the northeast corner of 71st Street and Byron Avenue, Miami Beach, Florida.<br><br>The existing mostly low-rise improvements which are all older than50 years, contain a total adjusted building area of 33.946 SF, while the overall site can be improved with up to 189,252 SF.<br><br>In addition, the City of Miami Beach and the developer are negotiating the "vacation" of the 20-foot wide by 200-foot long northern portion of Abbott Court and 10-foot wide by 100-foot long portion of Normandy Beach Court, in the same City block.<br><br>The vacated area contains a total land area of 5,000 SF which would contribute an additional 17,500 SF of buildable area, based on the maximum permitted Floor Area Ratio (FAR) of 3.5, thereby increasing the developer's total buildable area from 189,252 SF to 206,752 SF (indicating a 9.2% increase), as well as create a contiguous L-shaped site with superior development potential. |
| Site Area: | Developer's Site - 54,072 SF<br>Public Alleys - 5,000 SF |
| Flood Zone: | Flood Zone "AE" - An area inundated by 100-year flooding; National Insurance Program, Community Panel Number 120651-12086C0326L, as revised on September 11, 2009. |
| Zoning: | TCC Town Center Commercial District |

## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

| | |
|---|---|
| Highest and Best Use: | The Highest and Best Use of the overall subject site is its development with a mixed-use retail/restaurant/residential condominium building with an ancillary commercial component.<br><br>The site could be developed with a high-rise mixed-use retail/residential building which would be built to condominium quality standards, and possibly have an interim rental use during the sell-out period. |
| Property Rights Appraised: | Fee Simple Interest |
| Date of Inspection and Valuation: | April 2, 2019 |
| Date of Appraisal Report: | April 9, 2019 |

**CONTRIBUTORY VALUE ESTIMATE OF THE PROPOSED "VACATED" AREA TO BE UTILIZED IN CONJUNCTION WITH THE "DEVELOPMENT SITE" AS DESCRIBED HEREIN:**

| | |
|---|---|
| Income Capitalization Approach to Value: | Not Applicable |
| Sales Comparison Approach to Value: | $2,350,000 |
| Cost Approach to Value: | Not Applicable |
| Reconciled Final Value Estimates: | $2,350,000 |












## PURPOSE/FUNCTION OF THE APPRAISAL

The purpose of this appraisal report is to provide estimates of the Highest and Best Use of the overall developer's site in conjunction with the proposed "vacated" right-of-ways as described herein, and the contributory value of the Fee Simple Interest in the proposed "vacated" property (described as the 20-foot wide by 200-foot long northern portion of Abbott Court and 10-foot wide by 100-foot long portion of Normandy Beach Court, which will be utilized in conjunction with the developer's site which is the entire City block bordered by Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, with the exception of the 12,675 SF site improved with a condominium apartment building located at the northeast corner of 71st Street and Byron Avenue, Miami Beach, Florida), which contains a total land area of 5,000 SF to contribute 17,500 SF of additional buildable area, based on the maximum permitted Floor Area Ratio of 3.5), as of April 2, 2019.

The function of this appraisal report is to assist the client (The City of Miami Beach) in executive decision making and/or collateral/asset valuation relative to the proposed "vacating" of the portion of the alleys abutting the developer's site which is the entire City block bordered by Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, with the exception of the 12,675 SF site improved with a condominium apartment building located at the northeast corner of 71st Street and Byron Avenue, Miami Beach, Florida). The intended user of this appraisal report is the City of Miami Beach or any of its assigns.

## SCOPE OF THE APPRAISAL

I have made a physical exterior inspection of the overall subject site, and performed market research to provide estimates of the Highest and Best Use of the overall developer's site in conjunction with the proposed "vacated" alleys as described herein, and the contributory value of the Fee Simple Interest in the proposed "vacated" property (described as the 20-foot wide by 200-foot long northern portion of Abbott Court and 10-foot wide by 100-foot long portion of Normandy Beach Court, which will be utilized in conjunction with the developer's site which is the entire City block bordered by Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, with the exception of the 12,675 SF site improved with a condominium apartment building located at the northeast corner of 71st Street and Byron Avenue, Miami Beach, Florida), which contains a total land area of 5,000 SF to contribute 17,500 SF of additional buildable area, based on the maximum permitted Floor Area Ratio of 3.5), as of April 2, 2019.

The scope of the appraisal involves the research and analysis of factual data relative to the subject "vacated" property, as well as market data necessary for the development of the Sales Comparison Approach to Value (land valuation). The data and information used in developing our findings, projections and valuation estimates have been derived from published information, direct interviews, analysis of similar properties and other sources which were considered appropriate as of the valuation date.

## PROPERTY RIGHTS APPRAISED

This appraisal report is made with the understanding that the present ownership of the property includes all the rights that may be lawfully held under a fee simple estate.

Fee Simple Interest is defined in The Dictionary of Real Estate Appraisal, 2010 Edition, which was sponsored by the Appraisal Institute as follows: Absolute ownership unencumbered by any other interest or estate; subject only to the limitations imposed by the governmental powers of eminent domain, escheat, police power and taxation.

## DATE OF VALUATION AND REPORT

The date of valuation is April 2, 2019. The date of the appraisal report is April 9, 2019.

## STATEMENT OF OWNERSHIP AND HISTORY

The **6,250 SF** site with a 14-unit rental apartment building at 430 72nd Street is owned by Abbott Avenue Partners LLC which purchased it for **$2,170,000** on November 20, 2017, as recorded in Book 30777, Page 4996 of the Official Public Records of Miami-Dade County, Florida.

The **20,000 SF** site with a 9,867 SF commercial building at 7124 & 7134 Abbott Avenue, 7135 Byron Avenue is owned by Abbott Avenue Partners LLC which purchased it for **$3,900,000** on November 2, 2016, as recorded in Book 30301, Page 1249 of the Official Public Records of Miami-Dade County, Florida.

The **20,322 SF** site with a 6,112 SF commercial building and a 1,232 SF service station at 7117 Byron Avenue, 7120 Abbott Avenue and 409 71st Street is owned by Pumps at 71 LLC which purchased it for **$5,050,000** on August 20, 2014, as recorded in Book 29285, Page 1537 of the Official Public Records of Miami-Dade County, Florida.

The **5,000 SF** site with a 6,922 SF commercial building at 7140 Abbott Avenue is owned by Abbott Avenue Partners LLC which purchased it for **$2,450,000** on November 1, 2016, as recorded in Book 30301, Page 1090 of the Official Public Records of Miami-Dade County, Florida.

The **2,500 SF** site with a 3,496 SF commercial building at 7136 Abbott Avenue is owned by Abbott Avenue Partners LLC which purchased it for **$2,500,000** on August 28, 2017, as recorded in Book 30687, Page 1176 of the Official Public Records of Miami-Dade County, Florida.

As per the Public Records of Miami-Dade County, Florida, there was no other arm's length transfer of ownership at the developer's overall site during the five year period prior to the valuation date. We have not been informed of any other current listings, options and/or pending contracts in effect at the developer's site, as of the date of valuation.

## ESTIMATED MARKETING AND EXPOSURE PERIOD

Based on my analysis of the market, recent listings which have been since closed, as well as discussions with owners and Realtors active in the subject area, it is the appraiser's opinion that if the developer's overall site was listed for sale with an experienced Realtor, the marketing and marketing and exposure period would be approximately six to twelve months. Accordingly, this marketing and exposure period is considered to currently represent the most probable amount of time necessary to expose and actively market the property to achieve a sale consistent with its Market Value.

## DEFINITION OF MARKET VALUE

Market Value is defined in The Interagency Appraisal and Evaluation Guidelines, dated December 2, 2010, as follows:

> The most probable price, which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> 1. Buyer and seller are typically motivated;
>
> 2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
>
> 3. A reasonable time is allowed for exposure in the open market;
>
> 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
>
> 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

## NEIGHBORHOOD ANALYSIS

The proposed "vacated" area is described as the 20-foot wide by 200-foot long northern portion of Abbott Court and 10-foot wide by 100-foot long portion of Normandy Beach Court, which will be utilized in conjunction with the developer's site which is the entire City block bordered by Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, with the exception of the 12,675 SF site improved with a condominium apartment building located at the northeast corner of 71st Street and Byron Avenue, Miami Beach, Florida.

## NEIGHBORHOOD ANALYSIS

The overall site situated between Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, in the North Beach section of the City of Miami Beach, Florida. Miami Beach is an island located just off the southeast coast of Miami-Dade County, Florida. The island is approximately one mile wide, ten miles long and travels in a northerly/southerly direction parallel to mainland Miami-Dade County. The town of Surfside borders Miami Beach to the north starting at approximately 87th Street. The Atlantic Ocean acts as the eastern and southeastern border, while Biscayne Bay/the Intracoastal Waterway lies to the west. Five causeways connect Miami Beach to the mainland; the MacArthur Causeway (Highway No. 41); the Venetian Causeway; the Julia Tuttle Causeway (Interstate 195); the Broad Causeway (State Road No. 922) and the North Dade Causeway (State Road No. 934).

The subject property is located along the north side of 71st Street, along Abbott Avenue, Byron Avenue and 72nd Street, tree blocks west of beach and the Atlantic Ocean. The property uses along Abbott Avenue consist of low-rise to high-rise apartment buildings of rental and condominium variety, as well as commercial uses which include retail strips, restaurants, financial institutions, fast-food restaurants, convenience stores, etc. The property uses along 72nd Street consists of low-rise rental and condominium apartment buildings. The property uses along 71st Street consists of a variety of commercial uses. The property uses Byron Avenue consist of low-rise to high-rise apartment buildings of rental and condominium variety, as well as a daycare center.

The subject area is connected to mainland Miami via the John F. Kennedy Causeway (SR No. 934) which divides into 71st Street and Normandy Drive as it enters Miami Beach; and Julia Tuttle Causeway (I-95) which becomes Arthur Godfrey Road (41st Street) as it enters Miami Beach. The area is serviced by Harding Avenue, Collins Avenue, Normandy Drive and 71st Street which connect the area with the causeways which all connect the area with the cities of Surfside, North Bay Village, Bal Harbour and North Miami Beach.

The area surrounding the overall subject site has been developed with mostly residential and commercial facilities and therefore, no nuisances, hazards or other adverse influences were observed. No notable signs of external obsolescence were observed and the overall appeal of the improved properties is considered to be above average to good.

## ACCESS TO THE SITE

71st Street, 72nd Street, Abbott Avenue and Byron Avenue provide direct access to the overall developer's site.

## DESCRIPTION OF THE SITE

The developer's site is a 54,072 SF city-block which is bounded by Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, with the exception of the 12,675 SF site located at the northeast corner of 71st Street and Byron Avenue, Miami Beach, Florida. The developer's site has 291.04 feet of frontage along the west side of Abbott Avenue, 200 feet of frontage along the east side of Byron Avenue, 100 feet of frontage along the north side of 71st Street and 225 feet of frontage along the south side of 72nd Street.

## DESCRIPTION OF THE SITE

The developer's site is currently improved with several commercial and residential buildings, including a 1-story 14-unit rental apartment building built in 1956 at 430 72nd Street; a 6,250 SF paved lot utilized for truck rental operation at 7134 Abbott Avenue; a 12,500 SF paved parking lot for a Laundromat at 7117-7135 Byron Avenue; a 1-story 9,867 SF commercial building built in 1947 at 7124 Abbott Avenue; a 2-story commercial building with 6,112 SF of adjusted building area built in 1950 at 7120 Abbott Avenue; a 1,232 SF service station built in 1997 at 409 71st Street; a 1-story commercial building with 6,922 SF of adjusted building area, built in 1963 at 7140 Abbott Avenue; and a 2-story commercial building with 3,496 SF of adjusted building area, built in 1948 at 7136 Abbott Avenue.

The developer's site is the entire City block bordered by Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, with the exception of the 12,675 SF site improved with a condominium apartment building located at the northeast corner of 71st Street and Byron Avenue, Miami Beach, Florida.

The existing mostly low-rise improvements which are all older than50 years, contain a total adjusted building area of 33.946 SF, while the overall site can be improved with up to 189,252 SF.

In addition, the City of Miami Beach and the developer are negotiating the "vacation" of the 20-foot wide by 200-foot long northern portion of Abbott Court and 10-foot wide by 100-foot long portion of Normandy Beach Court, in the same City block.

The vacated area contains a total land area of 5,000 SF which would contribute an additional 17,500 SF of buildable area, based on the maximum permitted Floor Area Ratio (FAR) of 3.5, thereby increasing the developer's total buildable area from 189,252 SF to 206,752 SF (indicating a 9.2% increase), as well as create a contiguous L-shaped site with superior development potential.

The overall subject site is level at street grade and does not have any apparent drainage or other problems which would restrict or limit the use of the site. No soil boring tests or engineering reports were submitted to the appraiser; however, the site is assumed to have stable subsoil conditions as do most properties in the immediate area. The appraiser has not been informed of any adverse subsoil conditions revealed by an environmental assessment conducted by a firm with experience in identifying such substances, nor is he qualified to detect such substances that may exist.

It is assumed that the subject site would be typical for properties located in the subject area with no apparent soil problems which would restrict or limit the usage of the site. If any adverse subsoil conditions are identified and do exist, these conditions would be considered to have a material affect on the Market Value estimates. The valuation analysis assumes the site to be free of any adverse subsoil conditions, and is subject to the satisfactory removal of any contaminating materials in accordance with technical, environmental and governmental guidelines.

## UTILITIES

Public utilities available to the subject site include electricity, water, sewer, gas and telephone service. Electricity is provided by FPL. Police and fire protection, water and sewer services are provided by the City of Miami Beach.

## FLOOD ZONE

Flood Zone "AE" - An area inundated by 100-year flooding; National Insurance Program, Community Panel Number 120651-12086C0326L, as revised on September 11, 2009.

## ZONING

The developer's site and the proposed to be vacated alley areas are zoned as TCC Town Center Commercial District which allows a wide variety of residential and commercial uses, with a maximum permitted Floor Area Ratio (FAR) of 3.5, with a maximum density of 150 units per acre.

The overall property is a legal non-conforming use which has been "grand fathered-in" under prior zoning criteria, and represents a compatible neighborhood use. The overall assembled site is slated for redevelopment.

## ASSESSMENT AND REAL ESTATE TAXES

The overall developer's site is located within the City of Miami Beach and is subject to both the City of Miami Beach and Miami-Dade County ad valorem taxes. The Florida Statutes provide for assessment and collection of yearly Ad Valorem Taxes on Real and Personal Property. The assessment for the property is established each year as of January 1st by the Miami-Dade County Property Appraiser's Office at 100% of "Just Value". The tax due is computed according to annual millage rates established by Dade County. Millage rates are the amount paid to each taxing body for every $1,000 of assessed value. Taxes are payable in November with a 4% discount and become delinquent on April 1st.

## MULTI-FAMILY RESIDENTIAL MARKET OVERVIEW

Rental Apartment Market

According to the Housing Report prepared by Reinhold P. Wolff Economic Research, Inc., the vacancy rate in mature (18 months and older) rental apartment complexes in Miami-Dade County was 3.7% in February 2019; 4.4% in November 2018, 4.1% in August 2018; 5.0% in May 2018; 4.7% in February 2018, 4.5% in November 2017; 4.4% in August 2017; 3.6% in May 2017, 3.6% in February 2017; 3.9% in November 2016; 3.9% in November 2016; 3.4% in August 2016; 2.9% in May 2016; 3.4% in February 2016; 2.9% in November 2015; 3.0% in August 2015; 3.3% in May 2015; and 3.9% in February 2015.

The subject sub-market of Central/North Beach sub-market had a vacancy rate of 2.8% for 1,281 units in February 2012; 4.9% for 1,281 units in May 2012; 4.4% for 1,617 units in August 2012; 3.4% for 1,617 units in November 2012; 9.1% for 1,617 units in February 2013; 6.1% for 1,617 units in May 2013; .2% in August 2013 for 1,617 units; 5.5% for 1,617 units in November 2013; 4.3% for 1,617 units in February 2014; 1.9% for 1,617 units in May 2014; 3.4% in August 2014 for 2,046 units; 1.9% for 1,617 units in November 2014; 1.7% for 1,617 units in February 2015; 2.4% for 1,617 units in May 2015; 2.5% for 1,617 units in August 2015; 4.0% for 1,617 units in November 2015; 1.1% for 1,617 units in February 2016; 1.5% for 1,617 units in May 2016; 2.7% for 1,902 units in August 2016; 2.0% for 1,902 units in November 2016; 4.0% for 1,902 units in February 2017; 5.0% for 1,902 units in May 2017; 5.0% for 1,902 units in August 2017; 5.2% for 1,902 units in November 2017; 4.5% for 1,902 units in February 2018; 4.5% for 1,902 units in May 2018; 3.4% for 1,902 units in August 2018, 4.4% for 1,902 units in November 2018 and 3.6% for 2,084 units in February 2019.

The neighboring South Beach sub-market had a vacancy rate of 4.0% for 2,046 units in February 2012; 4.7% for 2,046 units in May 2012; 4.6%% for 2,046 units in August 2012; 4.3% for 2,046 units in November 2012; 8.1% for 2,046 units in February 2013; 2.5% for 2,046 units in May 2013; 4.1% for 2,046 units in August 2013; 1.4% for 2,046 units in November 2013; 4.5% for 2,046 units in February 2014; 5.4% for 2,046 units in May 2014; 5.2% in August 2014 for 1,617 units; 5.7% for 2,046 units in November 2014; 3.7% for 1,617 units in February 2015; 3.8% for 1,617 units in May 2015; and 4.4% for 1,872 units in August 2015; 6.3% for 1,617 units in November 2015; 5.7% for 1,617 units in February 2016; 5.9% for 1,617 units in May 2016; 4.3% for 1,872 units in August 2016; 3.3% for 1,872 units in November 2016; 4.4% for 1,872 units in February 2017; 3.7% for 1,872 units in May 2017; 7.7% for 1,872 units in August 2017; 7.4% for 1,872 units in November 2017; 5.8% for 1,872 units in February 2018; 6.2% for 1,872 units in May 2018; 5.5% for 1,872 units in August 2018, 6.2% for 1,872 units in November 2018 and 4.2% for 1,872 units in February 2019.

## MULTI-FAMILY RESIDENTIAL MARKET OVERVIEW

Rental Apartment Market - Continued

The overall average monthly rent for apartments in mature rental developments in Miami-Dade County decreased by $19 from November, 2018 to February, 2019. The February, 2019 overall average rent of $1,898 is 3.7% greater than the $1,830 average rent found one year earlier. During the most recent three month period efficiency apartment rents decreased by $33 to $1,540, one-bedroom rents declined by $25 to $1,658 and two-bedroom rents fell by $19 to $2,063. Three-bedroom rents increased by $29 to $2,470 in February, 2019. Changes in projects participating in the surveys from one period to another can result in some fluctuations in rents from one period to another. Some new, higher rent developments have been completed and added to the survey in recent months.

The overall average monthly rent for apartments in mature rental developments in Miami-Dade County increased by $32 from August to November, 2018. The November, 2018 overall average rent of $1,917 is 10.2% greater than the $1,739 average rent found one year earlier. During the most recent three month period efficiency apartment rents increased by $85 to $1,573, one-bedroom rents increased by $48 to $1,683 and two-bedroom rents increased by $16 to $2,082. Three-bedroom rents increased by $27 to $2,441 in November, 2018. Changes in projects participating in the surveys from one period to another can result in some fluctuations in rents from one period to another. Some new, higher rent developments have been completed and added to the survey in recent months.

The overall average monthly rent for apartments in mature rental developments in Miami-Dade County increased by $16 from May to August, 2018. The August, 2018 overall average rent of $1,885 is 8.5% greater than the $1,737 average rent found one year earlier. During the most recent three month period efficiency apartment rents increased by $2 to $1,488, one-bedroom rents increased by $2 to $1,635 and two bedroom rents increased by $25 to $2,066. Three-bedroom rents increased by $31 to $2,414 in August, 2018. Changes in projects participating in the surveys from one period to another can result in some fluctuations in rents from one period to another. Some new, higher rent developments have been completed and added to the survey in recent months.

The overall average monthly rent for apartments in mature rental developments in Miami-Dade County increased by $39 from February to May, 2018. The May, 2018 overall average rent of $1,869 is 6.7% greater than the $1,751 average rent found one year earlier. During the most recent three month period efficiency apartment rents increased by $33 to $1,486, one-bedroom rents increased by $35 to $1,633 and two bedroom rents increased by $42 to $2,041. Three-bedroom rents increased by $32 to $2,383 in May, 2018. Changes in projects participating in the surveys from one period to another can result in some fluctuations in rents from one period to another. Some new, higher rent developments have been completed and added to the survey in recent months.

## MULTI-FAMILY RESIDENTIAL MARKET OVERVIEW

Condominium Apartment Market

A total of 128 new condominium units were sold (deeded) in Miami-Dade County during the fourth quarter of 2018. The fourth quarter sales were 30.8% less than the 185 sold in the third quarter of 2018 and 28.5% less than the 179 sold in the fourth quarter of 2017. New condominium sales during 2018 totaled 691 units, 11.9% less than the 784 sold during 2017. It should be noted that condominium sales based on deed recordings often lag notably behind contract sales. This results from the fact that deeds are often not recorded until all units in a building are sold and this can amount to a considerable period of time for mid-and high-rise developments.

During the fourth quarter of 2018 sales increased in four of the eleven areas by which the data is examined, declined in three areas and was unchanged in four areas. The highest level of sales, 52 units, was recorded in the Miami Shores/N.W. Miami area, followed by the Coral Gables/Bayshore area at 43 units. During the fourth quarter of 2018 the $250,000-$349,999 plus price group had the greatest number of units sold with 41 sales. The second highest level of sales, 33 units, was in the $900,000 plus price group. New condominium developments in Miami-Dade County experienced an average monthly sales rate of 5.3 units per project during the fourth quarter of 2018, down somewhat from the 6.9 rate of sales of the preceding quarter. The strongest rate of sales, 14.3 units per month, was found in the Coral Gables/Bayshore/South Miami area.

A total of 185 new condominium units were sold (deeded) in Miami-Dade County during the third quarter of 2018. The third quarter sales were 23.2% less than the 241 sold in the second quarter of 2018 and 11.9% less than the 210 sold in the third quarter of 2017. New condominium sales through September, 2018 totaled 563 units, 6.9% less than the 605 sold during the same period of 2017. It should be noted that condominium sales based on deed recordings often lag notably behind contract sales. This results from the fact that deeds are often not recorded until all units in a building are sold and this can amount to a considerable period of time for mid-and high-rise developments.

During the third quarter of 2018 sales increased in two of the eleven areas by which the data is examined, declined in five areas and was unchanged in four areas. The highest level of sales, 150 units, was recorded in the Miami Shores/N.W. Miami area followed distantly by the Coral Gables/Bayshore area at 16 units. During the third quarter of 2018 the $900,000 plus price group had the greatest number of units sold with 56 sales. The third highest level of sales, 48 units, was in the $500,000-$699,999 plus price group. New condominium developments in Miami-Dade County experienced an average monthly sales rate of 6.9 units per project during the third quarter of 2018, down somewhat from the 8.0 rate of sales of the preceding quarter. The strongest rate of sales, 16.7 units per month, was found in the Miami Shores/ N.W. Miami area.

## HIGHEST AND BEST USE

DEFINITION

The Highest and Best Use is a market-driven concept. It may be briefly defined as representing the most profitable, competitive use to which a site can be put, or that use which may reasonably be expected to produce the greatest net return to the land over a given period of time. In addition, the concept may further be defined as the available use and program of future utilization that produces the highest present land value.

Highest and Best Use is further defined in The Dictionary Real Estate Appraisal, 2010 Edition, which was sponsored by the Appraisal Institute as follows:

> That reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value.

It is to be recognized that in cases where a site has existing improvements on it, the Highest and Best Use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its Highest and Best Use exceeds the total value of the property in its existing use.

The estimate of Highest and Best Use is based upon four stages of analysis:

1. The possible use or uses which are physically possible for the site under analysis.

2. The permissible use or uses which are permitted relative to zoning, historic preservation regulations, environmental controls and/or deed restriction of the site under analysis.

3. The feasible use or uses which are considered economically and financially feasible for the site in terms of existing and projected market conditions.

4. The Highest and Best Use in consideration of those legally permissible, physically possible, financially feasible and maximally productive uses which will result in the highest net return or the highest present worth.

## HIGHEST AND BEST USE, AS VACANT

The estimate of the Highest and Best Use of the land, as if vacant, requires market analysis in terms of market conditions of supply and demand. The value of land is based upon the level of utility that is in demand and that will produce amenities or net income to the user. Therefore, the use which creates the greatest land value and which is considered compatible in terms of the restriction imposed by the physical, legal, financial and maximally productive factors is inherent in this analysis.

The physically possible uses of the subject developer's site, as vacant, would include a variety of commercial, hospitality and multi-family residential uses. This is based upon analysis of the size, frontage, exposure, access, location and buildable utility characteristics of the 54,072 SF subject multi-corner site.

Analysis of the permissible uses at the subject site takes into account those uses which would be permitted by existing zoning and/or deed restrictions, providing that no deed restrictions are in effect at the developer's site which would restrict certain uses of the site.

The subject site the proposed to be vacated alleys are zoned as TCC Town Center Commercial which allows a wide variety of residential and commercial uses, with a maximum permitted Floor Area Ratio (FAR) of 3.5

The developer's site is a 54,072 SF city-block which is bounded by Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, with the exception of the 12,675 SF site located at the northeast corner of 71st Street and Byron Avenue, Miami Beach, Florida. The developer's site has 291.04 feet of frontage along the west side of Abbott Avenue, 200 feet of frontage along the east side of Byron Avenue, 100 feet of frontage along the north side of 71st Street and 225 feet of frontage along the south side of 72nd Street.

The developer's site is currently improved with several commercial and residential buildings, including a 1-story 14-unit rental apartment building built in 1956 at 430 72nd Street; a 6,250 SF paved lot utilized for truck rental operation at 7134 Abbott Avenue; a 12,500 SF paved parking lot for a Laundromat at 7117-7135 Byron Avenue; a 1-story 9,867 SF commercial building built in 1947 at 7124 Abbott Avenue; a 2-story commercial building with 6,112 SF of adjusted building area built in 1950 at 7120 Abbott Avenue; a 1,232 SF service station built in 1997 at 409 71st Street; a 1-story commercial building with 6,922 SF of adjusted building area, built in 1963 at 7140 Abbott Avenue; and a 2-story commercial building with 3,496 SF of adjusted building area, built in 1948 at 7136 Abbott Avenue.

The developer's site is the entire City block bordered by Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, with the exception of the 12,675 SF site improved with a condominium apartment building located at the northeast corner of 71st Street and Byron Avenue, Miami Beach, Florida.

The existing mostly low-rise improvements which are all older than50 years, contain a total adjusted building area of 33.946 SF, while the overall site can be improved with up to 189,252 SF.

## HIGHEST AND BEST USE, AS VACANT

In addition, the City of Miami Beach and the developer are negotiating the "vacation" of the 20-foot wide by 200-foot long northern portion of Abbott Court and 10-foot wide by 100-foot long portion of Normandy Beach Court, in the same City block.

The vacated area contains a total land area of 5,000 SF which would contribute an additional 17,500 SF of buildable area, based on the maximum permitted Floor Area Ratio (FAR) of 3.5, thereby increasing the developer's total buildable area from 189,252 SF to 206,752 SF (indicating a 9.2% increase), as well as create a contiguous L-shaped site with superior development potential.

After analysis of the physically possible and legally permissible uses to which the subject site could conceivably be put, a study of those uses which would be maximally productive is required. Therefore, an alternative use analysis was performed relative to that use which would represent the Highest and Best Use of the subject site, as if vacant.

The overall site situated between Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, in the North Beach section of the City of Miami Beach, Florida. Miami Beach is an island located just off the southeast coast of Miami-Dade County, Florida. The island is approximately one mile wide, ten miles long and travels in a northerly/southerly direction parallel to mainland Miami-Dade County. The town of Surfside borders Miami Beach to the north starting at approximately 87th Street. The Atlantic Ocean acts as the eastern and southeastern border, while Biscayne Bay/the Intracoastal Waterway lies to the west. Five causeways connect Miami Beach to the mainland; the MacArthur Causeway (Highway No. 41); the Venetian Causeway; the Julia Tuttle Causeway (Interstate 195); the Broad Causeway (State Road No. 922) and the North Dade Causeway (State Road No. 934).

The subject property is located along the north side of 71st Street, along Abbott Avenue, Byron Avenue and 72nd Street, tree blocks west of beach and the Atlantic Ocean. The property uses along Abbott Avenue consist of low-rise to high-rise apartment buildings of rental and condominium variety, as well as commercial uses which include retail strips, restaurants, financial institutions, fast-food restaurants, convenience stores, etc. The property uses along 72nd Street consists of low-rise rental and condominium apartment buildings. The property uses along 71st Street consists of a variety of commercial uses. The property uses Byron Avenue consist of low-rise to high-rise apartment buildings of rental and condominium variety, as well as a daycare center.

The subject area is connected to mainland Miami via the John F. Kennedy Causeway (SR No. 934) which divides into 71st Street and Normandy Drive as it enters Miami Beach; and Julia Tuttle Causeway (I-95) which becomes Arthur Godfrey Road (41st Street) as it enters Miami Beach. The area is serviced by Harding Avenue, Collins Avenue, Normandy Drive and 71st Street which connect the area with the causeways which all connect the area with the cities of Surfside, North Bay Village, Bal Harbour and North Miami Beach.

## HIGHEST AND BEST USE, AS VACANT

The area surrounding the overall subject site has been developed with mostly residential and commercial facilities and therefore, no nuisances, hazards or other adverse influences were observed. No notable signs of external obsolescence were observed and the overall appeal of the improved properties is considered to be above average to good.

Based upon analysis of those uses which would be considered physically possible, legally permissible and economically feasible, it is the appraiser's estimate that the Highest and Best Use of the subject site would be its development with a mixed-use residential condominium apartment building, with an ancillary commercial component. The developer's site could be developed with a high-rise mixed-use retail/residential building which would be built to condominium quality standards, and possibly have an interim rental use during the sell-out period.

## THE VALUATION PROCEDURE

The valuation procedure is defined in the 2010 Edition of the Dictionary of Real Estate Appraisal which was sponsored by the Appraisal Institute as follows: The act, manner and technique of performing the steps of a valuation method.

In order to provide an estimate of the contributory value of the Fee Simple Interest in the proposed "vacated" property (described as and the 20-foot wide by 200-foot long northern portion of Abbott Court and 10-foot wide by 100-foot long portion of Normandy Beach Court, which will be utilized in conjunction with the developer's site which is the entire City block bordered by Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, with the exception of the 12,675 SF site improved with a condominium apartment building located at the northeast corner of 71st Street and Byron Avenue, Miami Beach, Florida), which contains a total land area of 5,000 SF to contribute 17,500 SF of additional buildable area, based on the maximum permitted Floor Area Ratio of 3.5), as of April 2, 2019, we have utilized the Sales Comparison Approach to Value.

The Sales Comparison Approach to Value is based upon a comparison between recently sold sites and the proposed "vacated" area to be utilized in conjunction with the developer's site, as described herein, utilizing the sale price per square foot of buildable area unit of comparison.

## THE SALES COMPARISON APPROACH (LAND VALUATION)

In order to estimate the value of the subject site, the land is analyzed as vacant and available to be put to its Highest and Best Use. There are several different techniques which can be utilized in the valuation of land. The technique selected must relate to the specific factors inherent in the appraisal problem at hand. The land valuation technique selected must reflect the prudent and rationale behavior of the most probable, typically informed purchaser/investor. In addition, the availability of reliable and verified market data further leads to the selection of the applicable land valuation technique.

1. The Sales Comparison Approach analyzes the sales of similar vacant sites, with comparison and adjustment made from these sales to the subject site. The Sales Comparison Approach to Value is based on the principle of substitution; that is, when a property is replaceable in the market, its value tends to be set at the cost of acquiring an equally desirable substitute property assuming no costly delay in making the substitution. The Sales Comparison Approach to Value is based on a comparison between recently sold sites in Miami Beach and the subject site, utilizing the sale price/SF of buildable area method of comparison.

2. The Abstraction Method analyzes the sales of improved properties with an allocation made between land and improvement value. The indicated allocation may establish a typical ratio of land value to total value or to derive from the portion of the sales price allocated to land an estimate of land value for use as a comparable land sale.

3. The Cost of Development Method provides an estimate of the value of undeveloped land based upon the creation of a platted subdivision, development and sale of said parcel. The method assumes that the most probable purchaser of the land would be a developer/investor who plans to dispose of the developed sites at a profit. The costs of development are subtracted from the estimated proceeds of sale resulting in a net income projection which is discounted over the market absorption period.

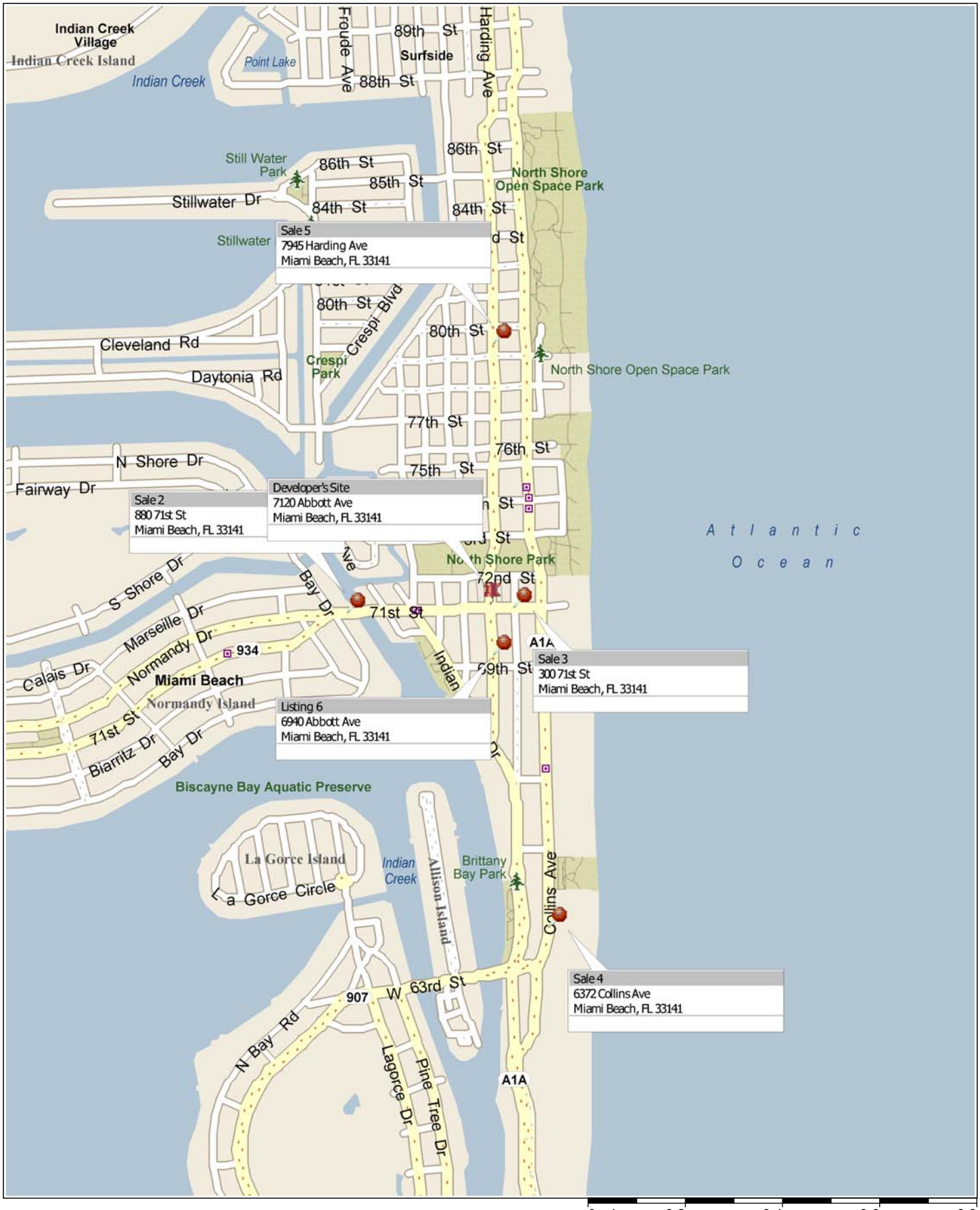
4. The Land Residual Method treats the net income available to support the investment in the site as a residual. The income required to cover the investment in new improvements that represent the Highest and Best Use of the site is deducted from the Net Operating Income resulting in an estimate of the net income to the land which is then capitalized to estimate the land value.

The comparable land sales are considered reasonably similar to the subject property in terms of zoning, location, physical characteristics, topography and buildable utility. The sales represent bona-fide "arm's length" transactions which are representative of prevailing market values. Our analysis has taken into account those differentials relative to financing, time of sale, size, location, frontage/exposure, zoning, developmental potential and functional utility of the comparable sales as they compare to the proposed subject “vacated” site area.

| | Developer's Site, Before the "Vacation" of Abbott Ct. and Normandy Beach Ct. Bet. 71st and 72nd Street | Developer's Site, After the "Vacation" of Abbott Ct. and Normandy Beach Ct. Bet. 71st and 72nd Street | Contribution to Buildable Area and Development By "Vacation" of Abbott Ct. and Normandy Beach Ct. Bet. 71st and 72nd Street | COMPARABLE LAND SALES<br>Land Sale 1 | Land Sale 2 |
|---|---|---|---|---|---|
| Address | 430 72ND STREET<br>409 71ST STREET<br>7120-7140 ABBOTT AVENUE<br>7117-7135 BYRON AVENUE<br>MIAMI BEACH<br>FLORIDA | 430 72ND STREET<br>409 71ST STREET<br>7120-7140 ABBOTT AVENUE<br>7117-7135 BYRON AVENUE<br>MIAMI BEACH<br>FLORIDA | 20 x 200 ON ABBOTT CT.<br>10 X 100 ON NORMANDY BEACH COURT | 3600-3624 COLLINS AVENUE<br>MIAMI BEACH<br>FLORIDA | 880 71ST STREET<br>MIAMI BEACH<br>FLORIDA |
| Frontage/Exposure On | ABBOTT AVENUE<br>BYRON AVENUE<br>71ST STREET<br>72ND STREET | ABBOTT AVENUE<br>BYRON AVENUE<br>71ST STREET<br>72ND STREET | ABBOTT COURT<br>NORMANDY BEACH CT. | COLLINS AVENUE<br>36TH STREET<br>37TH STREET | (71ST STREET )<br>BAY DRIVE |
| Water Frontage | No | No | No | No | Yes |
| Folio No. | 02-3211-002-0360<br>02-3211-002-0370<br>02-3211-002-0380<br>02-3211-002-0390<br>02-3211-002-0470<br>02-3211-002-0460<br>02-3211-002-0440<br>02-3211-002-0430<br>02-3211-002-0410 | 02-3211-002-0360<br>02-3211-002-0370<br>02-3211-002-0380<br>02-3211-002-0390<br>02-3211-002-0470<br>02-3211-002-0460<br>02-3211-002-0440<br>02-3211-002-0430<br>02-3211-002-0410 | Public Way | 02-3226-001-1610<br>02-3226-022-0010<br>02-3226-022-0020<br>02-3226-022-0030<br>02-3226-022-0040<br>02-3226-022-0050<br>02-3226-022-0060 | 02-3210-013-0190 |
| Net Site Size (SF ) | 54,072 | 59,072 | 5,000 | 28,000 | 19,414 |
| Net Site Size (Acre ) | 1.24 | 1.36 | 0.11 | 0.64 | 0.45 |
| Zoning | TCC | TCC | TCC | RM-2 | CD-2 |
| Floor Area Ratio (FAR ) | 3.50 | 3.50 | 3.50 | 2.00 | 2.00 |
| Buildable Area | 189,252 | 206,752 | 17,500 | 56,000 | 38,828 |
| Date of Sale | - | - | - | 9/14/2018 | 8/8/2017 |
| Grantor | - | - | - | BRISA DEL MAR PROPERTY LLC | ELIZABETH STONE, TRUSTEE |
| Grantee | - | - | - | STONEPAL COLLINS 3 LLC | BAY DR LLC & KG NORMANDY, LLC |
| O.R. Book / Page | - | - | - | 31149 / 319 | 30651 / 3625 |
| Consideration | - | - | - | $7,850,000 | $3,500,000 |
| Financing | - | - | - | CASH TO THE SELLERS | CASH TO THE SELLER |
| Sale Price | - | - | - | $7,850,000 | $3,500,000 |
| Sale Price/SF of Site Area | - | - | - | **$280.36** | **$180.28** |
| Sale Price/SF of Maximum Buildable Area | - | - | - | **$140.18** | **$90.14** |
| Time Adjustment | 0% | 0% | 0% | 0% | 0% |
| Time Adjusted Sale Price | - | - | - | $7,850,000 | $3,500,000 |
| Time Adjusted Sale Price Per Sq. Ft. of Site Area | - | - | - | **$280.36** | **$180.28** |
| Time Adjusted Sale Price Per Sq. Ft. of Buildable Area | - | - | - | **$140.18** | **$90.14** |
| ADJUSTMENTS: | | | | | |
| Location: | - | - | - | -10% | 0% |
| Frontage / Exposure: | - | - | - | 0% | 10% |
| Water Frontage: | | | | 0% | -10% |
| Size/Scale: | | | | -5% | -5% |
| Physical Development Potential: | - | - | - | 10% | 20% |
| Total: | - | - | - | -5% | 15% |
| Plus: Estimated Demolition Cost | - | - | - | $86,000 | $410,000 |
| Adjusted Price | - | - | - | **$7,543,500** | **$4,435,000** |
| **Adjusted Price/SF of Net Site Area** | - | - | - | $269.41 | $228.44 |
| **Adjusted Price/SF of Buildable Area** | - | - | - | **$134.71** | **$114.22** |

| Land Sale 3 | Land Sale 4 | Land Sale 5 | Land Listing 6 |
|---|---|---|---|
| 300-326 71ST STREET<br>6972 HARDING AVE<br>6957-6965 BYRON AVE<br>6948-6988 ABBOTT AVE<br>6951 & 6985 ABBOTT AVE<br>MIAMI BEACH<br>FLORIDA | 6372-6382 COLLINS AVE<br>& 6375 INDIAN CREEK DR.<br>MIAMI BEACH<br>FLORIDA | 7945 HARDING<br>AVENUE<br>MIAMI BEACH<br>FLORIDA | 6940 ABBOTT<br>AVENUE<br>MIAMI BEACH<br>FLORIDA |
| HARDING AVENUE<br>BYRON AVENUE<br>ABBOTT AVENUE<br>71ST STREET | COLLINS AVENUE<br>INDIAN CREEK DRIVE | HARDING AVENUE<br>80TH STREET | ABBOTT AVENUE<br>BYRON AVENUE |
| No | No | No | No |
| 02-3211-002-0850<br>02-3211-002-0870<br>02-3211-002-0880<br>02-3211-002-0920<br>02-3211-002-0930<br>02-3211-002-0970<br>02-3211-002-0990<br>02-3211-002-1010<br>02-3211-002-1020<br>02-3211-002-1030<br>02-3211-002-1040<br>02-3211-002-1050<br>02-3211-002-0890<br>02-3211-002-0860 | 02-3211-007-2050<br>02-3211-007-1530<br>02-3211-007-1540 | 02-3202-007-0200 | 02-3211-001-0590 |
| 98,815<br>2.27 | 20,413<br>0.47 | 5,500<br>0.13 | 25,000<br>0.57 |
| 42,500 (RM-1 )<br>56,315 SF (CD-3 ) | RM-2 | RM-1 | TCC |
| 1.25 & 2.75 | 2.00 | 1.25 | 3.50 |
| 207,991 | 40,826 | 6,875 | 87,500 |
| 3/13/2017 | 2/2/2017 | 10/20/2016 | FOR SALE |
| CITY NATIONAL BANK<br>OF FLORIDA;<br>SJ BLUE LLC<br>GUZO REALTY, INC. | MYPP HOLDINGS LLC | AZ BELL ROAD, LLC | SOUTHERN BELL<br>TEL. & TEL. CO. |
| OLIVEIRA PLAZA<br>ASSOCIATES, LLC | 6372 LLC | ERIC<br>DOELLE | FOR SALE |
| 30456 / 3405<br>30458 / 3591<br>30456 / 750 | 30414 / 4507 | 30286 / 902 | FOR SALE |
| $27,985,000 | $5,500,000 | $890,000 | $7,500,000 |
| CASH TO<br>THE SELLERS | CASH TO<br>THE SELLER | CASH TO<br>THE SELLER | FOR SALE |
| $27,985,000 | $5,500,000 | $890,000 | $7,500,000 |
| **$283.21** | **$269.44** | **$161.82** | **$300.00** |
| **$134.55** | **$134.72** | **$129.45** | **$85.71** |
| 0% | 0% | 0% | 0% |
| $27,985,000 | $5,500,000 | $890,000 | $7,500,000 |
| **$283.21** | **$269.44** | **$161.82** | **$300.00** |
| **$134.55** | **$134.72** | **$129.45** | **$85.71** |
| 0%<br>0%<br>0%<br>5%<br>-10%<br>-5% | 0%<br>5%<br>0%<br>-5%<br>20%<br>20% | 0%<br>5%<br>0%<br>-10%<br>25%<br>20% | 0%<br>5%<br>0%<br>-5%<br>10%<br>10% |
| $0 | $0 | $8,000 | $9,000 |
| **$26,585,800** | **$6,600,000** | **$1,076,000** | **$8,259,000** |
| $269.05 | $323.32 | $195.64 | $330.36 |
| **$127.82** | **$161.66** | **$156.51** | **$94.39**<br>**Asking** |

# Comparable Sales




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**THE SALES COMPARISON APPROACH (LAND VALUATION)** -- Continued --

ANALYSIS OF COMPARABLE SALES

Financing

The comparable sales were "arm's length" and “cash to the seller” transactions, with typical terms of purchase and therefore, no adjustment for financing was required.

Time of Sale

The comparable land sales analyzed herein have occurred between October 2016 and September 2018, in addition to a current listing. The comparable sales reflect the prevailing market conditions in the area, and there appears to be no change in sale price/SF range in the last 2-3 years. Accordingly, we have utilized no quantitative time adjustment; however, the most recent comparable land sales were given more weight in our final reconciliation.

Location

The comparable sales are located between 36th Street (Central Beach; one mile north of South Beach area) and 79th Street, in the Central Beach (one sale) and North Beach (five sales and listings) sections of Miami Beach. Due to its proximity to South Beach, Comparable Land Sale Number One required a negative locational adjustment.

Frontage/Visibility/Exposure

Comparable Land Sale Numbers Two, and Four through Six required a positive adjustment.

Comparable Sale Numbers Two required a negative adjustment for water frontage.

Configuration

The comparable sites are generally shaped adequately for development, with adequate frontage and depth, thereby requiring no adjustment for configuration.

Size/Scale and Physical Development Potential and Functional Utility

Comparable Sale Numbers One, Two, Four, Five and Six, which were smaller sites, required a negative adjustment for size/scale, as smaller sites command a premium on a price per square basis. Comparable Sale Number Three, which was a larger site, required a positive adjustment for size/scale, as larger sites reflect a discount on a price per square basis.

Comparable Sale Numbers One, Two, Four, Five and Six required a positive adjustment due to their inferior physical development potential, primarily due to size, while Comparable Sale Number Three required a negative adjustment.

**THE SALES COMPARISON APPROACH (LAND VALUATION)** -- Continued –

ANALYSIS OF COMPARABLE LAND SALES - Continued

Topography

The subject developer's site in conjunction with the proposed to be "vacated" area, and the comparable land sales were generally level at street-grade. However, we have estimated the cost of demolition at the comparable sales, if there were older improvements which would be razed for redevelopment.

CORRELATION OF VALUE

The comparable sales indicated unadjusted sale price/SF of site area of $280.36, $180.28, $283.21, $269.44, $161.82 and $300 (asking price).

The comparable sales indicated unadjusted sale price/SF of buildable area of $140.18, $90.14, $134.55, $134.72 and $129.45 for the closed sales.

**After the analytical adjustments, the comparable sales indicated adjusted sale price/SF of buildable area of $134.71, $114.22, $127.82, $161.66 and $156.51 for the closed sales.**

Based on the preceding analysis, $130/SF to $140/SF of buildable area reflect a reasonable range of contributory value of the Fee Simple Interest in the proposed "vacated" property (described as the 20-foot wide by 200-foot long northern portion of Abbott Court and 10-foot wide by 100-foot long portion of Normandy Beach Court, which will be utilized in conjunction with the developer's site which is the entire City block bordered by Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, with the exception of the 12,675 SF site improved with a condominium apartment building located at the northeast corner of 71st Street and Byron Avenue, Miami Beach, Florida), which contains a total land area of 5,000 SF to contribute 17,500 SF of additional buildable area, based on the maximum permitted Floor Area Ratio of 3.5), in "as is" condition (as vacant land). Then:

| | |
|---|---|
| 17,500 SF x $130/SF = | $2,275,000 |
| 17,500 SF x $140/SF = | $2,450,000 |
| Estimated Contributory Value of the Fee Simple Interest in the Proposed "Vacated" Site Area of 5,000 SF, as Described Herein (Rounded) | **$2,350,000** |

**RECONCILIATION AND FINAL VALUE ESTIMATE**

**CONTRIBUTORY VALUE ESTIMATE OF THE PROPOSED "VACATED" AREA TO BE UTILIZED IN CONJUNCTION WITH THE "DEVELOPMENT SITE" AS DESCRIBED HEREIN:**

| | |
|---|---|
| Income Capitalization Approach to Value: | Not Applicable |
| Sales Comparison Approach to Value: | $2,350,000 |
| Cost Approach to Value: | Not Applicable |
| Reconciled Final Value Estimates: | $2,350,000 |

In order to provide an estimate of the contributory value of the Fee Simple Interest in the proposed "vacated" property (described as and the 20-foot wide by 200-foot long northern portion of Abbott Court and 10-foot wide by 100-foot long portion of Normandy Beach Court, which will be utilized in conjunction with the developer's site which is the entire City block bordered by Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, with the exception of the 12,675 SF site improved with a condominium apartment building located at the northeast corner of 71st Street and Byron Avenue, Miami Beach, Florida), which contains a total land area of 5,000 SF to contribute 17,500 SF of additional buildable area, based on the maximum permitted Floor Area Ratio of 3.5), as of April 2, 2019, we have utilized the Sales Comparison Approach to Value.

The Sales Comparison Approach to Value is based upon a comparison between recently sold sites and the proposed "vacated" area to be utilized in conjunction with the developer's site, as described herein, utilizing the sale price per square foot of buildable area unit of comparison.

It is my estimate that the contributory value of the Fee Simple Interest in the proposed "vacated" property (described as the 20-foot wide by 200-foot long northern portion of Abbott Court and 10-foot wide by 100-foot long portion of Normandy Beach Court, which will be utilized in conjunction with the developer's site which is the entire City block bordered by Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, with the exception of the 12,675 SF site improved with a condominium apartment building located at the northeast corner of 71st Street and Byron Avenue, Miami Beach, Florida), which contains a total land area of 5,000 SF to contribute 17,500 SF of additional buildable area, based on the maximum permitted Floor Area Ratio of 3.5), as of April 2, 2019, was:

**CONTRIBUTORY MARKET VALUE OF THE FEE SIMPLE INTEREST IN THE PROPOSED "VACATED" PUBLIC ALLEY AREAS TO BE UTILIZED IN CONJUNCTION WITH THE DEVELOPER'S SITE AS DESCRIBED HEREIN**
**TWO MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($2,350,000)**

## CONTINGENT AND LIMITING CONDITIONS

We assume no responsibility for matters legal in nature, nor do we render any opinion as to the title, which is assumed to be marketable. The property is appraised as though under responsible ownership and management.

When applicable, the sketch in this report is included to assist the reader in visualizing the properties, and we assume no responsibility for its accuracy. We have made no survey of the property. We are not required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made thereof. Additional professional valuation services rendered would require further compensation under a separate contractual agreement.

Where applicable, the distribution of the total valuation in this report between land and improvements applies only under the existing program of utilizations. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

We assume that there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable. We assume no responsibility for such conditions or for engineering which might be required to discover such factors.

Information, estimates and opinions furnished to us and contained in this report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy can be assumed by us.

No one other than the undersigned prepared the analyses, conclusions and estimates concerning the real estate set forth in this appraisal.

Neither all nor any part of the contents of this report, or copy thereof, shall be used for any purpose by any but the client without the previous written consent of the appraiser, and/or the client; nor shall it be conveyed by any including the client to the public through advertising, publications, news, sales or other media, without the written consent and approval of the author, particularly the valuation conclusions, identity of the appraiser, or any reference to any professional society or institute or any initialed designation conferred upon the appraiser.

This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation and the requirements of the State of Florida for state certified real estate appraisers, as well as current Federal regulatory agency criteria.

**CONTINGENT AND LIMITING CONDITIONS** -- Continued –

The existence of hazardous materials, which may or may not be present on the property, was not observed. We have no knowledge of the existence of such materials on or in the properties, nor are we qualified to detect such substances. The presence of potentially hazardous materials and/or substances may affect the value of the property. The value estimate reflected in this appraisal report is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the "ADA". It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the "ADA" could reveal that the property is not in compliance with one or more of the requirements of the Act. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirement of "ADA" in estimating the value of the property.

The appraisal report can not be used in connection with a real estate syndicate(s) or securities related activity(ies) and is invalid if so used without the previous knowledge or written consent of the appraiser. Said activities include but would not be limited to activities which are required to be registered with the United States Securities and Exchange Commission or any state regulatory agency regulating investments made as a public offering, as well as activities involving Real Estate Investment Trusts, Limited Partnerships, Mortgage Backed Securities and any other transaction which is subject to the securities Exchange Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Advisors Act of 1940 or State Blue Sky or securities laws or any amendments thereto.

## CERTIFICATION

The undersigned do hereby certify that, to the best of our knowledge and belief, except as otherwise noted in the appraisal report:

- The statements of fact contained in this report, upon which the analyses, opinions and conclusions expressed herein are based, are true and correct.

- I have performed no services as an appraiser regarding the property that is the subject of this appraisal assignment, within the three year period preceding the acceptance of this assignment.

- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, unbiased professional analyses, opinions and conclusions.

- We have no present or prospective interest in the property that is the subject of this report and we have no personal interest or bias with respect to the parties involved.

- The amount of our compensation is not contingent upon the development or reporting of a predetermined value of direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation and the requirements of the State of Florida for state certified real estate appraisers, as well as current Federal regulatory agency criteria.

- My engagement in this assignment was not contingent upon developing or reporting predetermined values. The appraisal assignment has not been based on a required minimum valuation, a specific valuation, or the approval of a loan.

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives, as well as the Florida Real Estate Appraisal Board.

- As of the date of this report, Jozef Alhale has completed the requirements of the continuing education program of The Appraisal Institute.

- The appraiser has visually inspected the perimeters of the subject site which is described in this report.

## CERTIFICATION

- No one other than the undersigned prepared the analyses, conclusions and opinions concerning real estate that are set forth in this appraisal report, nor provided significant professional assistance to the person signing this report.

It is the opinion of the undersigned that the contributory value of the Fee Simple Interest in the proposed "vacated" property (described as the 20-foot wide by 200-foot long northern portion of Abbott Court and 10-foot wide by 100-foot long portion of Normandy Beach Court, which will be utilized in conjunction with the developer's site which is the entire City block bordered by Abbott Avenue, Byron Avenue, 71st Street and 72nd Street, with the exception of the 12,675 SF site improved with a condominium apartment building located at the northeast corner of 71st Street and Byron Avenue, Miami Beach, Florida), which contains a total land area of 5,000 SF to contribute 17,500 SF of additional buildable area, based on the maximum permitted Floor Area Ratio of 3.5), as of April 2, 2019, was as described herein.



Jozef Alhale, MAI
State Certified General Appraiser
License No. RZ 0001557

**ADDENDA**

**JOZEF ALHALE, MAI**
**3475 Sheridan Street, Suite 313**
**Hollywood, Florida 33021**

**(305) 613-7477 jbalhale@aol.com www.jalhaleappraisals.com**

QUALIFICATIONS

**Experience:** Over thirty years in the field of commercial real estate appraisal, appraisal review, consultation, expert witness, economic research and market analysis.

**Membership:** Designated member of the Appraisal Institute, MAI (since 1993)
Designated member of the CCIM Institute (since 2018)
Miami Society of Commercial Realtors
Miami Association of Realtors

**Professional Experience:**
J. Alhale Appraisals, Inc., President, September 2009 to present
J.B. Alhale & Associates, Inc., President, May 1994 to present
Keller Williams Commercial, Salesperson, May 2017 to present
NAI R.W.N.K., Salesperson, July 2015 to May 2017
Dixon and Friedman, Inc., Senior Appraiser, Oct. 1991 - May 1994
R.G. Davis & Associates, Inc., Fee Appraiser, Jan. 1991 - Oct. 1991
Izenberg Appraisal Assoc.,Inc., Staff Appraiser, July 1988 - Dec. 1990

**Education:** Master of Science, Computer Science
Rensselear Polytechnic Institute, Troy, New York

Bachelor of Arts, Cum Laude, Computer Science
New York University, New York, New York

Associate Engineering Degree, Computer Science
Tel Aviv University, Tel Aviv, Israel

**Licensed:** State Certified General Real Estate Appraiser - State of Florida
Real Estate Salesman - State of Florida

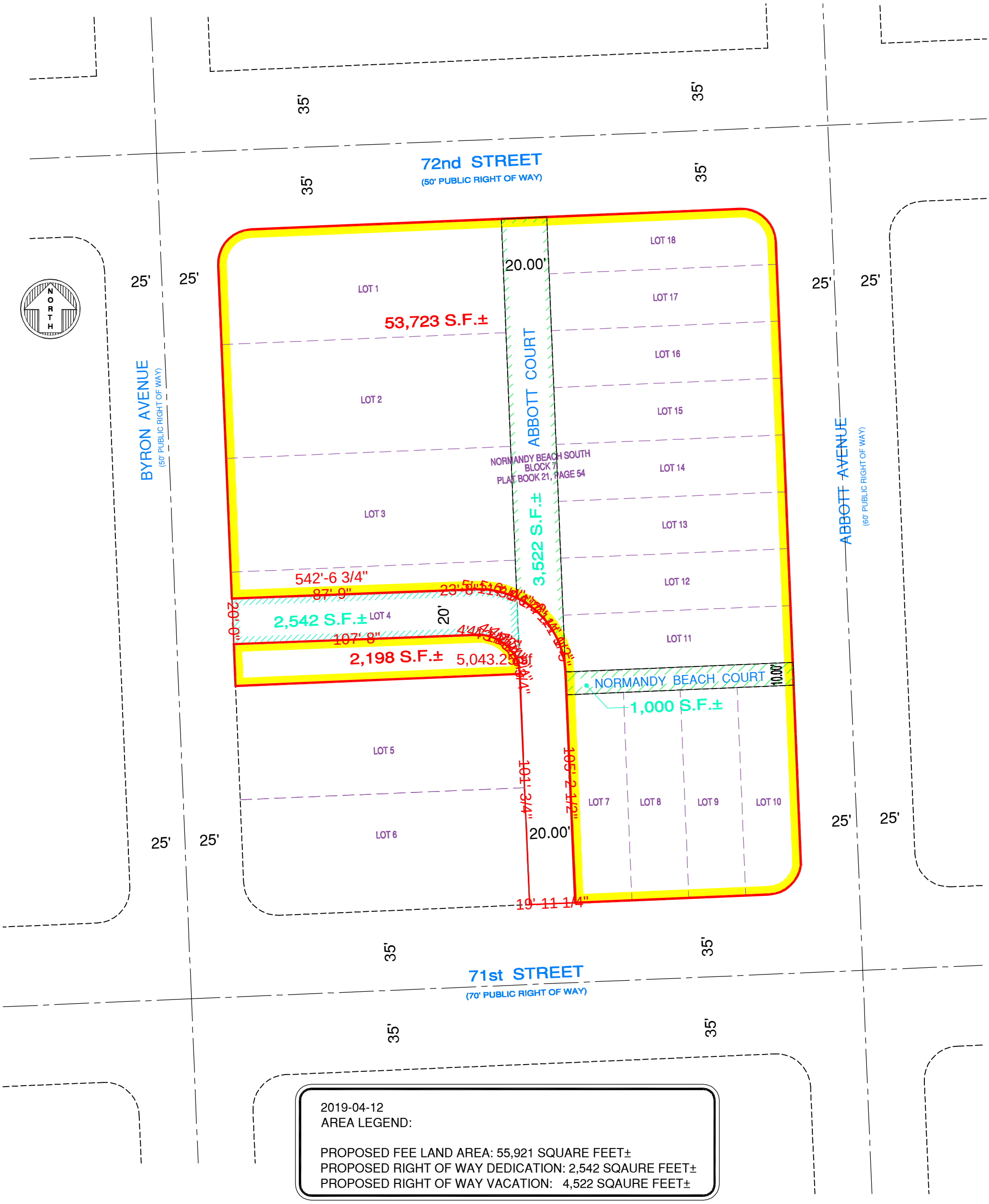
**Assignments:** Land, industrial, shopping centers, offices, apartment buildings, hotel/motel facilities, special-purpose properties, air rights, as well as valuation of Leasehold Interests, undivided partial interests for financing, litigation, divorce, estate taxes, gift taxes, trusts, etc. Economic research, expert witness, market and feasibility analysis.




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2019-04-12
AREA LEGEND:

PROPOSED FEE LAND AREA: 55,921 SQUARE FEET±
PROPOSED RIGHT OF WAY DEDICATION: 2,542 SQAURE FEET±
PROPOSED RIGHT OF WAY VACATION: 4,522 SQAURE FEET±




2019-04-12
AREA LEGEND:

PROPOSED FEE LAND AREA: 55,921 SQUARE FEET±
PROPOSED RIGHT OF WAY DEDICATION: 2,542 SQAURE FEET±
PROPOSED RIGHT OF WAY VACATION: 4,522 SQAURE FEET±

BERCOW RADELL FERNANDEZ & LARKIN
ZONING, LAND USE AND ENVIRONMENTAL LAW

DIRECT LINE: (305) 374-5300
E-Mail: MLarkin@BRZoningLaw.com

**VIA ELECTRONIC SUBMISSION & HAND DELIVERY**

May 16, 2019

Roy Coley
Director Public Works Department
City of Miami Beach
1700 Convention Center Drive, 4th Floor
Miami Beach, Florida 33139

Re: Vacation Request for a Portion of Abbott Court, between 71 Street and 72 Street, and Normandy Beach Court, between Abbott Court and Abbott Avenue

Dear Mr. Coley:

This firm represents Abbott Avenue Partners, LLC, Pumps at 71, LLC, and 7433 Collins Ave Corp., the applicant and owner (collectively the "Applicant"), of the properties located at 7117 Byron Avenue, 7135 Byron Avenue, 7134 Abbott Avenue, 7140 Abbott Avenue, 7136 Abbott Avenue, 7124 Abbott Avenue, 7120 Abbott Avenue, 409 71 Street, and 430 72 Street (collectively the "Property"). See Exhibit A, Property Appraiser Profiles. The Applicant is proposing to redevelop the Property with a cohesive mixed-use development program that will be consistent with the newly designated Town Center-Central Core (TC-C) District and the North Beach Master Plan (the "Project").

The Project requires the vacation of what is approximately the north 175 feet of the portion of Abbott Court running north-south from 71 Street and 72 Street (the "Abbott Court Alley") and a vacation of the portion of Normandy Beach Court running east-west from Abbott Court to Abbott Avenue (the "Normandy Beach Court Alley"). In association with the Project, the Applicant will dedicate the southern forty (40) feet of 7117 Byron Avenue connecting Byron Avenue to Abbott Court for the use of a new alley (the "Alley Dedication") and a storm water retention area which will be improved as the City's first bioswale (the

"Bioswale").[1] The City will permit the general public to use the alley at all times and will maintain the alley. Finally, the Applicant will not request the use of any floor area from the newly dedicated alley or Bioswale.

Please allow this letter serve as the Applicant's letter in support of its request to vacate the northern 175 feet of the portion of Abbott Court running north-south from 71 Street and 72 Street and a vacation of the entirety of Normandy Beach Court running east-west from Abbott Court to Abbott Avenue.

Description of the Property. The Property consists of nearly the entire block bounded by 72 Street to the north, 71 Street to the south, Abbott Avenue to the east, and Byron Avenue to the west. The only parcel that is part of this block that is not included in the property assemblage owned by the Applicant is the southwestern parcel located at 7101 Byron Avenue. The Property can be described as Lots 1-4 and 7-18 of Block 6 of the Normandy Beach South Subdivision, as recorded in Plat Book 21, Page 54 of the Official Records of Miami-Dade County. See Exhibit B, Normandy Beach South Subdivision. The Property has a total lot area of approximately 53,980 square feet (1.239 acres).

The Property is currently developed with a variety of stand-alone one- and two-story structures and surface parking lots with a mix of commercial and residential uses. The entire Property has a future land use designation of Town Center-Central Core Category and is zoned TC-C, allowing for a maximum floor area ratio (FAR) of 3.5.

Development Plan. The Applicant is seeking to redevelop the Property with a unified plan for a mixed-use program. The Property was re-zoned to be part of the newly designated TC-C District in 2018 as part of the implementation of the North Beach Master Plan. According to Section 142-740(a) of the Code of Ordinances (the "Code"), the overall purpose of the TC-C District is to encourage the redevelopment and revitalization of the North Beach Town Center. See Exhibit C, TC-C District Regulations.

The vacation of the identified alley rights-of-way will allow for the proposed unified development. The northernmost portion of the Abbott Court Alley which will be vacated has an area of approximately 3,522 square feet. The

[1] The dedicated area will be included with the Property as part of a Covenant-in-Lieu of Unity of Title in order to allow for a development program that accounts for the entire area and minimizes setback requirements in relation to the newly dedicated alley.

Normandy Beach Court Alley which will be vacated has an area of approximately 1,000 square feet. The proffered Alley Dedication will be approximately 2,542 square feet stretching from the remaining portion of Abbott Court west to Byron Avenue. The dedicated Bioswale just south of the Alley Dedication will be approximately 2,198 square feet. See Exhibit D, Block Reconfiguration. As such, the Applicant's proposal results in a total of 4,522 square feet of public right-of-way being vacated and 4,740 square feet of the Property being dedicated to the City. The proposal results in a net gain of 218 square feet for the City. The following chart breaks down the proposal:

| | |
|---|---|
| **Applicant's Property Assemblage (Present)** | 53,980 square feet |
| **Portion of Abbott Court to be Vacated** | 3,522 square feet |
| **Portion of Normandy Beach Court to be Vacated** | 1,000 square feet |
| **New Dedicated Alley** | (2,542 square feet) |
| **New Dedicated Bioswale** | (2,198 square feet) |
| **Applicant's Property Assemblage (Proposed)** | 53,762 square feet |

The comprehensive redevelopment of the Property and associated road vacations and proffered Alley Dedication will all serve to satisfy the purpose and intent of the rezoning of the Property to TC-C District as contemplated under the North Beach Master Plan.

The applicable TC-C District regulations were adopted in November of 2018 as an important first step in realizing the North Beach Master Plan to revitalize the North Beach area. These development regulations were designed specifically around the idea of developing larger block assemblages in a cohesive and comprehensive manner. This can be seen in Section 142-743 of the Code, where there is a height increase allowed for lots that are between 20,000 square feet and 45,000 square feet, a further height increase allowed for lots that are greater than 45,000 square feet, and a further height increase allowed for lots greater than 50,000 square feet. In this way, the Code incentivizes larger lot development for the TC-C District.

The need for development of larger block assemblages is most important along 71st Street, which is categorized as a Class A street in the Code. The setback regulations for development fronting 71st Street specifies that a minimum setback

of 10 feet from 71st Street is required for any structure up to 55 feet in height, but that any portion of a structure above 55 feet in height must be setback a minimum of 25 feet from 71st Street. This creates a scenario where development along 71st Street is only viable if it has enough lot depth to accommodate the 25 foot front setback and is allowed to access the height bonuses. Development of the regular individual parcel fronting 71st Street with a depth of 50 feet will not be able to accommodate structures in excess of 55 feet in height. As such, the TC-C District regulations have made a clear point to emphasize and incentivize larger block assemblage development in this district.

The TC-C District regulations promote development of a compact, pedestrian-oriented town center consisting of a high-intensity employment center, mixed-use areas, and residential living environments with compatible office uses and neighborhood-oriented commercial services with a diverse mix of residential, educational, commercial, and cultural and entertainment activities for workers, visitors and residents. The proposed right—of-way vacations allow for the comprehensive development anticipated through the North Beach Master Plan and incentivized through the TC-C regulations.

The proposed alley reconfiguration will remove the curb cut in the middle of the block along 72nd Street. A major focus of the North Beach Master Plan and subsequent TC-C District Regulations is the creation of 72nd Street as an active pedestrian corridor, utilizing the presence of the park to the north and retail along the south to foster an active area. The removal of the curb cut will serve a significant role in enhancing the pedestrian experience along 72nd Street and is in line with the intentions of the North Beach Master Plan.

The development plan for the Property incorporates the dedication of the southern twenty (20) feet of 7117 Byron Avenue to the City to serve as a storm water retention area. The Applicant intends to improve this dedicated area to serve as a bioswale. The Bioswale will consist of landscape elements designed to concentrate or remove debris and pollution out of surface runoff water. The Bioswale will serve to reduce nutrient loading and improve quality of run-off. The Alley Dedication will be immediately to the north of the Bioswale and will be sloped to maximize drainage into the Bioswale. The proposed Bioswale will be the first of its kind in Miami Beach and will serve as a model for storm water management for the City moving forward.

Request. The Applicant proposes to vacate the City's easement interest in the approximate north 175 feet of the portion of Abbott Court running north-south from 71 Street and 72 Street and Normandy Beach Court running east-west from Abbott Court to Abbott Avenue. The Applicant will provide the Bioswale to benefit the surrounding area and the Alley Easement to maintain access and circulation for back-of-house operations in association with the Property and the entire block and provide access for the general public northward and to the west to Byron Avenue so there is no dead end.

Vacation of Abbott Court & Normandy Beach Court. Section 82-38 of the Code of the City of Miami Beach establishes review criteria for the vacation of City property, which must be considered as part of the planning review process. The following is an analysis of the request based upon these criteria:

1. Whether or not the proposed use is in keeping with city goals and objectives and conforms to the city's comprehensive plan.

   *In 2016, the City adopted the North Beach Master Plan. In 2017, the City's voters approved a referendum to increase the FAR for the Property and its surrounding area to 3.5. In November of 2018, the City Commission approved an ordinance changing the future land use designation and zoning designation for the Property to TC-C. The proposed Project, including the vacations of the rights-of-way and the Alley Easement are consistent with the City's goals and objectives and conform to the comprehensive plan as clearly laid out through the aforementioned process of creating the TC-C District with the following overall purposes, among others:*

   - *Encourage the redevelopment and revitalization of the North Beach Town Center;*
   - *Promote development of a compact, pedestrian-oriented town center consisting of a high-intensity employment center, mixed-use areas, and residential living environments with compatible office uses and neighborhood-oriented commercial services;*
   - *Promote a diverse mix of residential, educational, commercial, and cultural and entertainment activities for workers, visitors, and residents;*
   - *Enhance the community's character through the promotion of high-quality urban design;*

- *Promote high-intensity compact development that will support the town center's role as the hub of community-wide importance for business, office, retail, governmental services, culture, and entertainment.*

*The requested alley ROW vacations and subsequent resulting redevelopment are the realizations of the policy initiatives voted on by the electorate and the elected officials. Furthermore, the requested alley ROW vacations and accompanying dedications result in a net gain of property for the City.*

2. The impact on adjacent properties (if any), including the potential positive or negative impacts such as diminution of open space, increased traffic, noise level, enhanced property values, improved development patterns and provision of necessary services. Based on the proposed use of the property, the city shall determine the potential impact of the project on city utilities and other infrastructure needs and the magnitude of costs associated with needed infrastructure improvements. Should it become apparent that further evaluation of traffic impact is needed, the purchaser/lessee shall be responsible for obtaining and paying for a traffic impact analysis from a reputable traffic engineer.

*The vacations of the portions of Abbott Court Alley and Normandy Beach Court Alley will serve to further the redevelopment of North Beach in line with the North Beach Master Plan, and as has been implemented through the TC-C District zoning. The Applicant's proposed reconfiguration of the alleyways associated with the Property will allow for a redevelopment of the block in a manner that will allow for a unified plan that will promote the overall purpose of the TC-C District as outlined in Section 142-740 of the Code. Additionally, the Project includes the Alley Easement which will serve to reconfigure the circulation and back-of-house operations and services associated with the Property.*

*The Project will increase pedestrianism, encourage neighborhood-oriented experiences, and promote high-intensity compact development that will support the town center's role as the hub of community-wide importance for business, office, retail, governmental services, culture and entertainment. In addition, the Applicant intends to provide additional*

*public benefit by increasing the stormwater retention on the Property beyond that which the Code requires.*

*Additionally, the dedication and improvement of the Bioswale will directly benefit the neighbor to the south, the surrounding area, and the City as a whole, by alleviating the City's stormwater drainage facilities. The current alleys that run through the Property have no discernible drainage. The proposed reconfiguration of the alleys will also include repavement of the remaining existing portion of Abbott Court and drainage improvement with the introduction of catch basins. The newly dedicated alley will be engineered to fully benefit from the drainage provided by the Bioswale that will be adjacent to the south.*

3. A determination as to whether or not the proposed use involves a public purpose, or is in keeping with the community's needs, such as expanding the city's revenue base, reducing city costs, creating jobs, creating a significant revenue stream, and/or improving the community's overall quality of life.

*The Project has a public purpose and is in line with the community's needs and desires, as evidenced by the creation of the North Beach Master Plan, the approval of the FAR increase the for the Property, and the City Commission's decision to change the zoning of the area. This Project is a step towards realizing the revitalization of North Beach through implementation of the TC-C District. This Project not only is in line with keeping with the public purposes and satisfying the needs of the community, as well as its bests interests, but it also expands the City's revenue base, and improves the community's overall quality of life. The proposed ROW vacations and resulting redevelopment of a prominent TC-C zoned block in Miami Beach will serve as a monumental step in revitalizing the North Beach Town Center. Furthermore, the additional taxes generated by the Project creates additional revenue for the City.*

*In specific, the City will be vacating rights-of-way totaling 4,522 square feet and will be receiving a dedicated area totaling 4,740 square feet from the Applicant. As such, one element of the public benefit is that the City will receive a net gain in land area resulting from this application. Additionally, the new circulation pattern will better serve the City with regards to the initiatives promoted by the North Beach Master Plan and the TC-C District regulations. In addition to the repaving of alley circulation, the City will*

*receive the benefit of a new storm water retention area in the form of the Bioswale, which provides a forward-looking approach to storm water management.*

4. A determination as to whether or not the proposed use is in keeping with the surrounding neighborhood, will block views or create other environmental intrusions, and evaluation of the design and aesthetic considerations of the proposed development or project.

*The proposed Project is not only in line with the purpose of the neighborhood, but improves upon the living conditions therein. The Project, and associated requests, allow for redevelopment that will help realize the City's intentions for the Property. Approval of this request will help realize core elements of the North Beach Master Plan by allowing for the sort of redevelopment intended for the TC-C District, as outlined in Chapter 142, Article II, Division 21 of the Code.*

*Environmentally, approval of the request will prove to be a benefit to the area, as the Applicant intends to provide additional public benefit by increasing the storm water retention on the Property beyond that which the Code requires and provide a template for new storm water management techniques.*

*Approval of this request will facilitate the desired improvement of design and aesthetic considerations as the newly implemented TC-C District regulations in place will result in redevelopment in line with that which was contemplated for the area through the North Beach Master Plan. The resulting development in the TC-C District will consist of a diverse mix of residential, commercial and cultural activities and permit uses while providing development of a compact, pedestrian-oriented town center. Specifically, Section 142-745 of the Code call for specific street frontage, design, and operations requirement which will be implemented with the Project.*

5. The impact on adjacent properties, whether or not there is adequate parking, street and infrastructure needs.

*Approval of the request will allow for redevelopment of the Property with a mixed-use development which will increase the parking and infrastructure for the surrounding area. The dedicated Bioswale will serve as a substantial*

*infrastructure upgrade for the surrounding area. Additionally, the resulting redevelopment will be in line with the new regulations for the TC-C District which will further the intentions of the North Beach Master Plan applicable to the adjacent properties, as well. The realization of a comprehensive plan for the area will serve to benefit all of the properties within the TC-C District by developing the Property with a program that will be guided by regulations to serve as a piece of the puzzle that will make up the new North Beach town center.*

6. Such other issues as the city manager or his authorized designee, who shall be the city's planning director, may deem appropriate in analysis of the proposed disposition.

   *We are not aware of any issues requiring additional information or analyses.*

Conclusion. As explained above, we believe that the proposed vacations of the Abbott Court Alley and Normandy Beach Court Alley are consistent with all of the City's standards and serve to promote the realization of the North Beach Master Plan. We look forward to your favorable recommendation. If you have any questions or comments, please call me at 305-377-6231.

Sincerely,

FOR Michael W. Larkin

cc: Jimmy Morales
Eric Carpenter
Thomas Mooney, AICP
Jay Fink
Cary Osbourne

# EXHIBIT A

# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 2/27/2019

| Property Information | |
|---|---|
| **Folio:** | 02-3211-002-0460 |
| **Property Address:** | 7136 ABBOTT AVE<br>Miami Beach, FL 33141-3010 |
| **Owner** | ABBOTT AVENUE PARTNERS LLC |
| **Mailing Address** | 1065 KANE CONCOURSE 201<br>BAY HARBOR ISLAND, FL 33154<br>USA |
| **PA Primary Zone** | 6600 COMMERCIAL - LIBERAL |
| **Primary Land Use** | 1209 MIXED USE-STORE/RESIDENTIAL : MIXED USE - RESIDENTIAL |
| **Beds / Baths / Half** | 2 / 2 / 0 |
| **Floors** | 2 |
| **Living Units** | 1 |
| **Actual Area** | Sq.Ft |
| **Living Area** | Sq.Ft |
| **Adjusted Area** | 3,496 Sq.Ft |
| **Lot Size** | 2,500 Sq.Ft |
| **Year Built** | 1948 |




| Assessment Information | | | |
|---|---|---|---|
| Year | 2018 | 2017 | 2016 |
| **Land Value** | $562,500 | $562,500 | $450,000 |
| **Building Value** | $134,880 | $134,880 | $128,457 |
| **XF Value** | $7,380 | $7,470 | $7,560 |
| **Market Value** | $704,760 | $704,850 | $586,017 |
| **Assessed Value** | $704,760 | $704,850 | $419,211 |

| Benefits Information | | | | |
|---|---|---|---|---|
| Benefit | Type | 2018 | 2017 | 2016 |
| **Non-Homestead Cap** | Assessment Reduction | | | $166,806 |

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

| Short Legal Description |
|---|
| NORMANDY BEACH SOUTH PB 21-54<br>LOT 16 BLK 6<br>LOT SIZE 25.000 X 100<br>OR 19930-3634 1001 4 |

| Taxable Value Information | 2018 | 2017 | 2016 |
|---|---|---|---|
| **County** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $704,760 | $704,850 | $419,211 |
| **School Board** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $704,760 | $704,850 | $586,017 |
| **City** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $704,760 | $704,850 | $419,211 |
| **Regional** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $704,760 | $704,850 | $419,211 |

| Sales Information | | | |
|---|---|---|---|
| Previous Sale | Price | OR Book-Page | Qualification Description |
| 08/28/2017 | $2,500,000 | 30687-1176 | Atypical exposure to market; atypical motivation |
| 04/14/2016 | $100 | 30418-1307 | Corrective, tax or QCD; min consideration |
| 10/01/2001 | $0 | 19930-3634 | Sales which are disqualified as a result of examination of the deed |
| 09/01/1994 | $85,000 | 16536-4055 | Other disqualified |

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

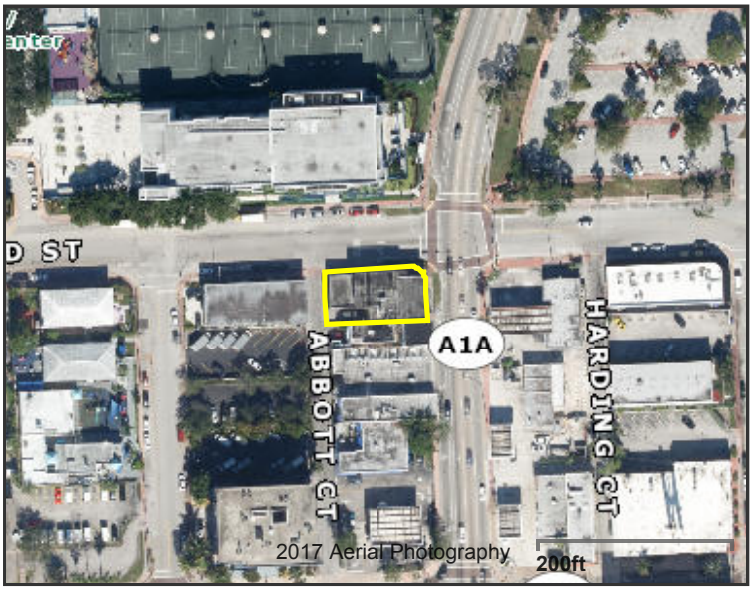
Version:

# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 2/27/2019

| Property Information | |
|---|---|
| **Folio:** | 02-3211-002-0470 |
| **Property Address:** | 7140 ABBOTT AVE<br>Miami Beach, FL 33141-3010 |
| **Owner** | ABBOTT AVENUE PARTNERS LLC |
| **Mailing Address** | 1065 KANE CONCOURSE 201<br>BAY HARBOR ISLANDS, FL 33154<br>USA |
| **PA Primary Zone** | 6600 COMMERCIAL - LIBERAL |
| **Primary Land Use** | 1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING |
| **Beds / Baths / Half** | 0 / 0 / 0 |
| **Floors** | 1 |
| **Living Units** | 0 |
| **Actual Area** | Sq.Ft |
| **Living Area** | Sq.Ft |
| **Adjusted Area** | 6,922 Sq.Ft |
| **Lot Size** | 5,000 Sq.Ft |
| **Year Built** | 1963 |




| Assessment Information | | | |
|---|---|---|---|
| Year | 2018 | 2017 | 2016 |
| **Land Value** | $1,125,000 | $1,125,000 | $900,000 |
| **Building Value** | $465,000 | $450,000 | $193,178 |
| **XF Value** | $0 | $0 | $13,694 |
| **Market Value** | $1,590,000 | $1,575,000 | $1,106,872 |
| **Assessed Value** | $1,590,000 | $1,575,000 | $647,350 |

| Benefits Information | | | | |
|---|---|---|---|---|
| Benefit | Type | 2018 | 2017 | 2016 |
| **Non-Homestead Cap** | Assessment Reduction | | | $459,522 |

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

| Short Legal Description |
|---|
| NORMANDY BEACH SOUTH PB 21-54<br>LOTS 17 & 18 BLK 6<br>LOT SIZE 50.000 X 100<br>OR 14265-1637 0989 4<br>COC 22669-3432 09 2004 1 |

| Taxable Value Information | | | |
|---|---|---|---|
| | 2018 | 2017 | 2016 |
| **County** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $1,590,000 | $1,575,000 | $647,350 |
| **School Board** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $1,590,000 | $1,575,000 | $1,106,872 |
| **City** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $1,590,000 | $1,575,000 | $647,350 |
| **Regional** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $1,590,000 | $1,575,000 | $647,350 |

| Sales Information | | | |
|---|---|---|---|
| Previous Sale | Price | OR Book-Page | Qualification Description |
| 11/01/2016 | $0 | 30357-2031 | Corrective, tax or QCD; min consideration |
| 11/01/2016 | $2,450,000 | 30301-1090 | Qual by exam of deed |
| 09/01/2004 | $590,000 | 22669-3432 | Sales which are qualified |
| 09/01/1989 | $0 | 14265-1637 | Sales which are disqualified as a result of examination of the deed |

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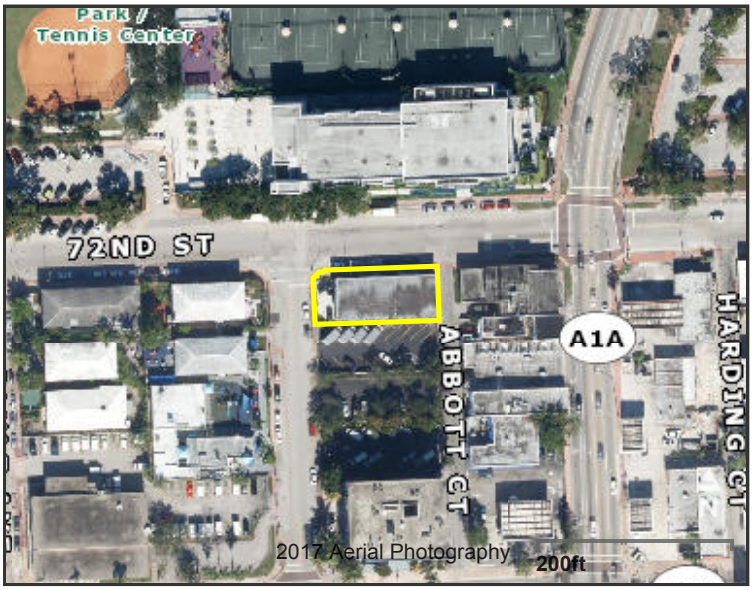
Version:

# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 2/27/2019

| Property Information | |
|---|---|
| **Folio:** | 02-3211-002-0360 |
| **Property Address:** | 430 72 ST<br>Miami Beach, FL 33141-3079 |
| **Owner** | ABBOTT AVENUE PARTNERS LLC |
| **Mailing Address** | 1065 KANE CONCOURSE STE 201<br>BAY HARBOR ISLANDS, FL 33154<br>USA |
| **PA Primary Zone** | 3900 MULTI-FAMILY - 38-62 U/A |
| **Primary Land Use** | 0303 MULTIFAMILY 10 UNITS PLUS : MULTIFAMILY 3 OR MORE UNITS |
| **Beds / Baths / Half** | 0 / 0 / 0 |
| **Floors** | 1 |
| **Living Units** | 14 |
| **Actual Area** | Sq.Ft |
| **Living Area** | Sq.Ft |
| **Adjusted Area** | 6,317 Sq.Ft |
| **Lot Size** | 6,250 Sq.Ft |
| **Year Built** | 1956 |




| Assessment Information | | | |
|---|---|---|---|
| Year | 2018 | 2017 | 2016 |
| **Land Value** | $875,000 | $812,500 | $812,500 |
| **Building Value** | $807,000 | $487,500 | $399,852 |
| **XF Value** | $0 | $0 | $0 |
| **Market Value** | $1,682,000 | $1,300,000 | $1,212,352 |
| **Assessed Value** | $1,682,000 | $1,300,000 | $1,188,000 |

| Taxable Value Information | | | |
|---|---|---|---|
| | 2018 | 2017 | 2016 |
| **County** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $1,682,000 | $1,300,000 | $1,188,000 |
| **School Board** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $1,682,000 | $1,300,000 | $1,212,352 |
| **City** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $1,682,000 | $1,300,000 | $1,188,000 |
| **Regional** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $1,682,000 | $1,300,000 | $1,188,000 |

| Benefits Information | | | | |
|---|---|---|---|---|
| Benefit | Type | 2018 | 2017 | 2016 |
| **Non-Homestead Cap** | Assessment Reduction | | | $24,352 |

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

| Sales Information | | | |
|---|---|---|---|
| Previous Sale | Price | OR Book-Page | Qualification Description |
| 11/20/2017 | $2,170,000 | 30777-4996 | Qual by exam of deed |
| 10/17/2013 | $1,200,000 | 28871-2997 | Qual by exam of deed |
| 06/07/2010 | $100 | 27320-3540 | Corrective, tax or QCD; min consideration |
| 01/01/1984 | $266,755 | 12025-0815 | Sales which are qualified |

**Short Legal Description**

NORMANDY BEACH SOUTH PB 21-54
LOT 1 BLK 6
LOT SIZE 50.000 X 125
OR 12025-815 0184 1

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# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 2/27/2019

| Property Information | |
|---|---|
| **Folio:** | 02-3211-002-0440 |
| **Property Address:** | 7124 ABBOTT AVE<br>Miami Beach, FL 33141-3049 |
| **Owner** | ABBOTT AVENUE PARTNERS LLC |
| **Mailing Address** | 1065 KANE CONCOURSE 201<br>BAY HARBOR ISLANDS, FL 33154<br>USA |
| **PA Primary Zone** | 6600 COMMERCIAL - LIBERAL |
| **Primary Land Use** | 1229 MIXED USE-STORE/RESIDENTIAL : MIXED USE - COMMERCIAL |
| **Beds / Baths / Half** | 0 / 0 / 0 |
| **Floors** | 1 |
| **Living Units** | 0 |
| **Actual Area** | Sq.Ft |
| **Living Area** | Sq.Ft |
| **Adjusted Area** | 9,867 Sq.Ft |
| **Lot Size** | 7,500 Sq.Ft |
| **Year Built** | 1947 |




| Assessment Information | | | |
|---|---|---|---|
| Year | 2018 | 2017 | 2016 |
| **Land Value** | $1,687,500 | $1,479,212 | $1,350,000 |
| **Building Value** | $380,337 | $385,247 | $371,577 |
| **XF Value** | $10,016 | $10,136 | $10,257 |
| **Market Value** | $2,077,853 | $1,874,595 | $1,731,834 |
| **Assessed Value** | $2,062,054 | $1,874,595 | $1,307,443 |

| Taxable Value Information | | | |
|---|---|---|---|
| | 2018 | 2017 | 2016 |
| **County** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $2,062,054 | $1,874,595 | $1,307,443 |
| **School Board** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $2,077,853 | $1,874,595 | $1,731,834 |
| **City** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $2,062,054 | $1,874,595 | $1,307,443 |
| **Regional** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $2,062,054 | $1,874,595 | $1,307,443 |

| Benefits Information | | | | |
|---|---|---|---|---|
| Benefit | Type | 2018 | 2017 | 2016 |
| **Non-Homestead Cap** | Assessment Reduction | $15,799 | | $424,391 |

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

| Short Legal Description |
|---|
| 11 53 42 |
| NORMANDY BEACH SOUTH PB 21-54 |
| LOT 13 THRU 15 BLK 6 |
| LOT SIZE 75.000 X 100 |
| OR 18673-4252 0599 4 (3) |

| Sales Information | | | |
|---|---|---|---|
| Previous Sale | Price | OR Book-Page | Qualification Description |
| 11/02/2016 | $3,900,000 | 30301-1249 | Qual on DOS, multi-parcel sale |
| 01/01/2004 | $1,350,000 | 22007-3735 | Deeds that include more than one parcel |
| 05/01/1999 | $0 | 18633-2069 | Sales which are disqualified as a result of examination of the deed |
| 05/01/1999 | $0 | 18673-4252 | Sales which are disqualified as a result of examination of the deed |

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# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 2/27/2019

| Property Information | |
|---|---|
| **Folio:** | 02-3211-002-0370 |
| **Property Address:** | 7134 ABBOTT AVE<br>Miami Beach, FL 33141-3010 |
| **Owner** | ABBOTT AVENUE PARTNERS LLC |
| **Mailing Address** | 1065 KANE CONCOURSE 201<br>BAY HARBOR ISLANDS, FL 33154<br>USA |
| **PA Primary Zone** | 3900 MULTI-FAMILY - 38-62 U/A |
| **Primary Land Use** | 2865 PARKING LOT/MOBILE HOME PARK : PARKING LOT |
| **Beds / Baths / Half** | 0 / 0 / 0 |
| **Floors** | 0 |
| **Living Units** | 0 |
| **Actual Area** | 0 Sq.Ft |
| **Living Area** | 0 Sq.Ft |
| **Adjusted Area** | 0 Sq.Ft |
| **Lot Size** | 6,250 Sq.Ft |
| **Year Built** | 0 |




| Assessment Information | | | |
|---|---|---|---|
| Year | 2018 | 2017 | 2016 |
| **Land Value** | $831,250 | $694,172 | $771,875 |
| **Building Value** | $0 | $0 | $0 |
| **XF Value** | $5,156 | $5,156 | $5,156 |
| **Market Value** | $836,406 | $699,328 | $777,031 |
| **Assessed Value** | $769,260 | $699,328 | $390,523 |

| Benefits Information | | | | |
|---|---|---|---|---|
| Benefit | Type | 2018 | 2017 | 2016 |
| **Non-Homestead Cap** | Assessment Reduction | $67,146 | | $386,508 |

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

| Taxable Value Information | | | |
|---|---|---|---|
| | 2018 | 2017 | 2016 |
| **County** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $769,260 | $699,328 | $390,523 |
| **School Board** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $836,406 | $699,328 | $777,031 |
| **City** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $769,260 | $699,328 | $390,523 |
| **Regional** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $769,260 | $699,328 | $390,523 |

| Short Legal Description |
|---|
| NORMANDY BEACH SOUTH PB 21-54<br>LOT 2 BLK 6<br>LOT SIZE 50.000 X 125<br>OR 18673-4252 0599 4 (3)<br>COC 22007-3735 01 2004 2 |

| Sales Information | | | |
|---|---|---|---|
| Previous Sale | Price | OR Book-Page | Qualification Description |
| 11/02/2016 | $3,900,000 | 30301-1249 | Qual on DOS, multi-parcel sale |
| 01/01/2004 | $1,350,000 | 22007-3735 | Deeds that include more than one parcel |
| 05/01/1999 | $0 | 18633-2069 | Sales which are disqualified as a result of examination of the deed |
| 05/01/1999 | $0 | 18673-4252 | Sales which are disqualified as a result of examination of the deed |

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# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 2/27/2019

| Property Information | |
|---|---|
| **Folio:** | 02-3211-002-0380 |
| **Property Address:** | 7135 BYRON AVE<br>Miami Beach, FL 33141-3048 |
| **Owner** | ABBOTT AVENUE PARTNERS LLC |
| **Mailing Address** | 1065 KANE CONCOURSE 201<br>BAY HARBOR ISLANDS, FL 33154<br>USA |
| **PA Primary Zone** | 3900 MULTI-FAMILY - 38-62 U/A |
| **Primary Land Use** | 2865 PARKING LOT/MOBILE HOME PARK : PARKING LOT |
| **Beds / Baths / Half** | 0 / 0 / 0 |
| **Floors** | 0 |
| **Living Units** | 0 |
| **Actual Area** | 0 Sq.Ft |
| **Living Area** | 0 Sq.Ft |
| **Adjusted Area** | 0 Sq.Ft |
| **Lot Size** | 6,250 Sq.Ft |
| **Year Built** | 0 |




| Assessment Information | | | |
|---|---|---|---|
| Year | 2018 | 2017 | 2016 |
| **Land Value** | $875,000 | $730,149 | $812,500 |
| **Building Value** | $0 | $0 | $0 |
| **XF Value** | $10,845 | $11,015 | $11,187 |
| **Market Value** | $885,845 | $741,164 | $823,687 |
| **Assessed Value** | $815,280 | $741,164 | $419,031 |

| Benefits Information | | | | |
|---|---|---|---|---|
| Benefit | Type | 2018 | 2017 | 2016 |
| **Non-Homestead Cap** | Assessment Reduction | $70,565 | | $404,656 |

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

| Short Legal Description |
|---|
| NORMANDY BEACH SOUTH PB 21-54<br>LOT 3 BLK 6<br>LOT SIZE 50.000 X 125<br>OR 18673-4252 0599 4 (3)<br>COC 22007-3735 01 2004 2 |

| Taxable Value Information | | | |
|---|---|---|---|
| | 2018 | 2017 | 2016 |
| **County** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $815,280 | $741,164 | $419,031 |
| **School Board** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $885,845 | $741,164 | $823,687 |
| **City** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $815,280 | $741,164 | $419,031 |
| **Regional** | | | |
| Exemption Value | $0 | $0 | $0 |
| Taxable Value | $815,280 | $741,164 | $419,031 |

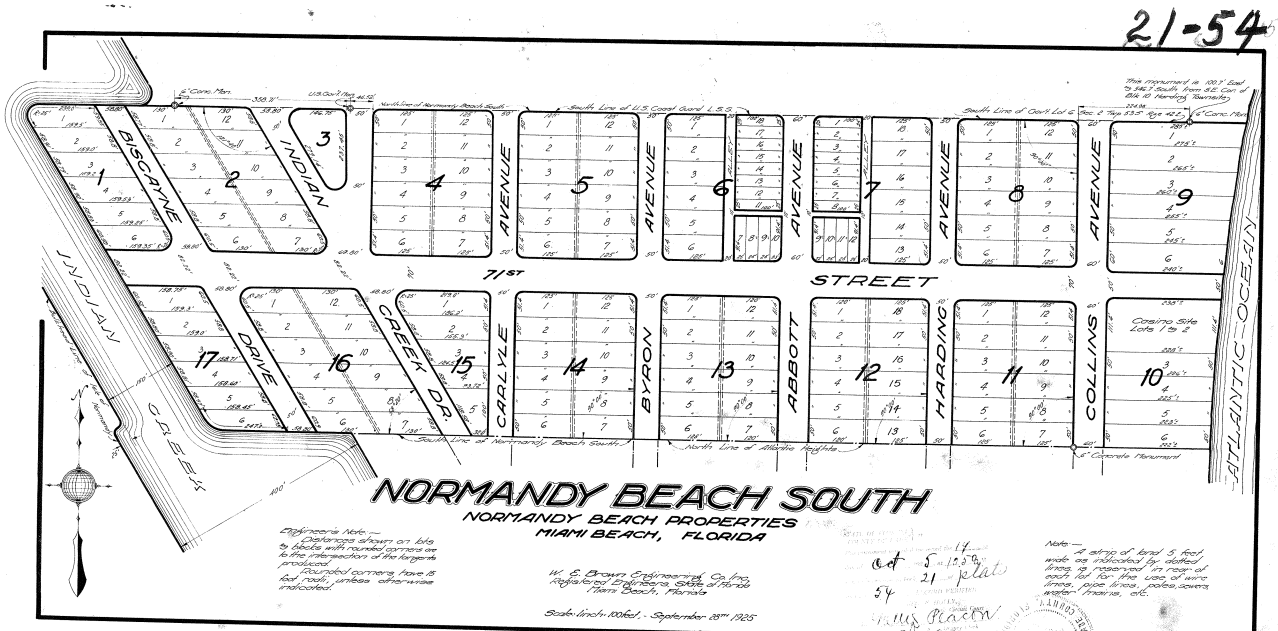
| Sales Information | | | |
|---|---|---|---|
| Previous Sale | Price | OR Book-Page | Qualification Description |
| 11/02/2016 | $3,900,000 | 30301-1249 | Qual on DOS, multi-parcel sale |
| 01/01/2004 | $1,350,000 | 22007-3735 | Deeds that include more than one parcel |
| 05/01/1999 | $0 | 18633-2069 | Sales which are disqualified as a result of examination of the deed |
| 05/01/1999 | $0 | 18673-4252 | Sales which are disqualified as a result of examination of the deed |

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# EXHIBIT B

21-54




Engineer's Note —
Distances shown on bds by bevels with rounded corners on the intersection of the tangents produced.
Rounded corners have 15 foot radii, unless otherwise indicated.

Note —
A strip of land 5 feet wide as indicated by dotted lines is reserved in rear of each lot for the use of wire lines, pole lines, poles, sewers water mains, etc.

Know All Men By These Presents —
That the undersigned owners have caused to be made by him, his the attached plat of the property to be known as "Normandy Beach South" being a subdivision of that property situate in Dade County, Florida, & more particularly described as follows to wit: All of the resultant lot or parcel of land lying & being in Government Lot one (1) of Section seven (7) Township 53 S. Range 42 E. which lies south of the south line of Government Lot one (1) Section two (2) & north of the north line of Atlantic Heights by Plat recorded in Plat Book 28 at page 44 of the Public Records of Dade County, Florida, & between the waters of Indian Creek on the westerly & the Atlantic Ocean easterly, in the City of Miami Beach, Dade County, Florida.
In Witness whereof the above owners have affixed their signatures this 7th day of October A.D. 1925.

Executed in the presence of:
Mark A. Gyzmuch
Susan H. Fuerman

By: Reuben B. Gyzmuch
Edith Gyzmuch
Henry Levy
Rose Levy

State of Florida, }
County of Dade, } ss.

I Hereby certify that on this 14th day of October A.D. 1925, personally appeared before me Reuben B. Gyzmuch & Edith Gyzmuch his wife, Henry Levy & Rose Levy his wife, to me well known & known to be the persons described in & who executed the foregoing instrument & severally acknowledged the execution thereof to be their free act & deed for the uses & purposes therein expressed.
Witness my hand & official seal at Miami, Dade County, Florida, the day & year above written.

Notary Public, State of Florida at Large
My commission expires Jan. 17, 1926

Foregoing dedication duly accepted Jan. 12, 1926, by Dade County, Fla., (Ch. as recorded O. R. No. 1884, pg. 501, subject to reservations therein stated. E. R. Leatherman, Clerk. (SEAL)

This is to certify that this plat was made in conformity with a survey of the property to be accurate to correct to the best of my knowledge as below.

J. de Rossitto
Registered Engineer No. 794 State of Fla.

Examined & approved for record:

Hubert Bradley
County Engineer, Dade County, Fla.

This plat was approved by a vote passed & adopted by the City Council of Miami Beach, Florida, this 7th day of October, A.D. 1925.

O.K. [illegible]
City Attorney

H. H. Hemming
President City Council Miami Beach

# EXHIBIT C

DIVISION 21. - TOWN CENTER-CENTRAL CORE (TC-C) DISTRICT

Sec. 142-740. - Purpose and intent.

The overall purpose of the town center-central core (TC-C) district is to:

(a) Encourage the redevelopment and revitalization of the North Beach Town Center.

(b) Promote development of a compact, pedestrian-oriented town center consisting of a high-intensity employment center, mixed-use areas, and residential living environments with compatible office uses and neighborhood-oriented commercial services;

(c) Permit uses that will be able to provide for economic development in light of changing economic realities due to technology and e-commerce;

(d) Promote a diverse mix of residential, educational, commercial, and cultural and entertainment activities for workers, visitors and residents;

(e) Encourage pedestrian-oriented development within walking distance of transit opportunities at densities and intensities that will help to support transit usage and town center businesses;

(f) Encourage neighborhood-oriented retail and prevent an excessive concentration of large-scale retail that has the potential to significantly increase regional traffic congestion;

(g) Provide opportunities for live/work lifestyles and increase the availability of affordable office and commercial space in the North Beach area;

(h) Promote the health and well-being of residents by encouraging physical activity, waterfront access, alternative transportation, and greater social interaction;

(i) Create a place that represents a unique, attractive and memorable destination for residents and visitors;

(j) Enhance the community's character through the promotion of high-quality urban design;

(k) Promote high-intensity compact development that will support the town center's role as the hub of community-wide importance for business, office, retail, governmental services, culture and entertainment;

(l) Encourage the development of workforce and affordable housing; and

(m) Improve the resiliency and sustainability of North Beach.

(Ord. No. 2018-4224, § 1, 11-14-18)

Sec. 142-741. - Main permitted uses, accessory uses, exception uses, special exception uses, conditional uses, and prohibited uses and supplemental use regulations.

Land uses in the TC-C district shall be regulated as follows:

(a) The main permitted, accessory, conditional, and prohibited uses are as follows:

| General Use Category | |
|---|---|
| **Residential Uses** | |
| Apartments and townhomes | P |
| Co-living | P |

| | |
|---|---|
| Live-work | P |
| Single-family detached dwelling | P |
| **Hotel Uses** | |
| Hotel | P |
| Micro-hotel | P |
| **Commercial Uses** | |
| Alcoholic beverage establishments | P |
| Artisanal retail for on-site sales only | P |
| Grocery store | P |
| Indoor entertainment establishment | P |
| Neighborhood fulfillment center | P |
| Offices | P |
| Restaurants | P |
| Retail | P |
| Outdoor café | P |
| Outdoor bar counter | A |
| Sidewalk café | A |
| Artisanal retail with off-site sales | C |
| Day care facility | C |
| Public and private institutions | C |
| Religious institution | C |
| Schools | C |
| Commercial establishment over 25,000 SF | C |

| | |
|---|---|
| Retail establishment over 25,000 SF | C |
| Neighborhood impact establishment | C |
| Outdoor and open air entertainment establishment | C |
| Pawnshop | N |

P = Main Permitted Use,
C = Conditional Use,
N = Prohibited Use,
A = Accessory only

(b) The following supplemental regulations shall apply to specific uses in the TC-C district:

(1) There shall be no variances regarding the regulations for permitted, prohibited, accessory, exception, special exception, and conditional uses in subsection 147-741(a); and the supplemental regulations of such uses and subsection 147-741(b).

(2) Use limitations.

a. The following limits shall apply for residential and hotel uses:

i. *Hotel rooms.* There shall be a limit of 2,000 hotel units within the TC-C district.

ii. *Apartments.* There shall be a limit of 500 apartment units built within the TC-C district over and above the maximum allowable density and intensity, prior to the adoption of the FAR increase approved on November 7, 2017. This limit shall not authorize exceeding the maximum density authorized within the adopted comprehensive plan.

iii. *Workforce and affordable housing and co-living units.* There shall be a combined limit of 500 workforce housing, affordable housing, or co-living units built within the TC-C district over and above the maximum allowable density prior to the adoption of the FAR increase approved on November 7, 2017. This limit shall not authorize exceeding the maximum density authorized within the adopted comprehensive plan.

iv. *Co-living units.* Not widthstanding the foregoing limitations, there shall be a limit of 312 co-living units built within the the TC-C district.

b. Limits for the number of units for the uses identified above shall be applied for and allocated on a first-come, first serve basis concurrent with an application for land use board approval, building permit, certificate of occupancy, or business tax receipt, whichever comes first.

i. If said allocation occurs simultaneously with an application for land use board approval or building permit, the allocation shall expire concurrent with the expiration of the land use board approval or building permit. Upon expiration of the allocation, the units shall become available to new applicants.

ii. If said allocation occurs simultaneously with an application for land use board approval, building permit, or business tax receipt, and such application is withdrawn or abandoned, said allocation shall also be withdrawn or abandoned and the units shall become available to new applicants.

iii. If said use changes, the allocation of units shall become available to new applicants.

c. Any such units permitted the boundaries of the TC-C district, after November 7, 2017 shall be counted

towards the maximum limit established herein.

d. Notwithstanding the use limitations in subsection a. above, the planning director or designee may permit simultaneous increase and decreases in the above described uses, provided that the impacts of the changes will not exceed originally approved impacts, as measured by total weekday peak hour (of adjacent street traffic, one hour between 4:00 p.m. and 6:00 p.m.) vehicle trips, pursuant to the Institute of Transportation Engineers Trip Generation Manual, as may be amended from time to time.

(3) There shall be a limit of two retail establishments over 25,000 square feet within the TC-C district. Credits for such retail establishments shall be allocated on a first-come, first serve basis as part of an application for land use board approval, building permit, or business tax receipt, whichever comes first. If said approval, permit, or receipt expires and the establishment is not built or ceases operations, the credits shall become available to new applicants. Any such establishment permitted in the area of the TC-C district, after November 7, 2017, shall be counted towards the maximum limit established herein.

(4) There shall be a limit of two neighborhood fulfillment centers within the TC-C district. Credits for such establishments shall be allocated on a first-come, first serve basis as part of an application for land use board approval, building permit, or business tax receipt, whichever comes first. If said approval, permit, or receipt expires and the establishment is not built or ceases operations, the credits shall become available to new applicants. Any such establishment permitted in the area of the TC-C district, after November 7, 2017, shall be counted towards the maximum limit established herein.

(5) For the purposes of the TC-C district, the definition for a neighborhood impact establishments established in section 142-1361 is modified as follows:

A "neighborhood impact establishment" means:

a. An alcoholic beverage establishment or restaurant, not also operating as an entertainment establishment or dance hall (as defined in section 114-1) with an area of 10,000 square feet or greater of areas accessible by patrons; or

b. An alcoholic beverage establishment or restaurant, which is also operating as an entertainment establishment or dance hall (as defined in section 114-1), with an area of 5,000 square feet or greater of areas accessible by patrons.

(6) The primary means of pedestrian ingress and egress for alcoholic beverage establishments, entertainment establishments, neighborhood impact establishments, commercial establishment over 25,000 square feet, retail establishment over 25,000, or artisanal retail uses in the TC-C district shall not be permitted within 200 feet of an RM-1 district boundary. This shall not apply to emergency egress.

(7) The following requirements shall apply to indoor entertainment establishments and outdoor and open air entertainment establishments:

a. Indoor entertainment establishments shall be required to install a double door vestibule at all access points, except for emergency exits.

b. Indoor entertainment shall cease operations no later than 5:00 a.m. and commence entertainment no earlier than 9:00 a.m.

c. Open air entertainment shall cease operations no later than 11:00 p.m. on Sunday through Thursday, and 12:00 a.m. on Friday and Saturday; operations shall commence no earlier than 9:00 a.m. on weekdays and 10:00 a.m. on weekends; however, the planning board may establish stricter requirements.

d. There shall be a maximum of ten alcoholic beverage establishments that are not also operating as a restaurant or entertainment establishment permitted within this zoning district. Credits for entertainment establishments shall be allocated on a first-come, first serve basis as part of an application

for land use board approval, building permit, or business tax receipt, whichever comes first. If said approval, permit, or receipt expires and the entertainment establishment is not built or ceases operations, the credits shall become available to new applicants. Any entertainment establishment permitted in the area of the TC-C district, after November 7, 2017, shall be counted towards the maximum limit established herein.

e. Entertainment establishments shall also be restaurants with full kitchens. Such restaurants shall be open and able to serve food at a minimum between the hours of 10:00 a.m. and 2:00 p.m. on days in which the entertainment establishment will be open and additionally during hours in which entertainment occurs and/or alcohol is sold.

(8) Restaurants with sidewalk cafe permits or outdoor cafes shall only serve alcoholic beverages at sidewalk cafes and outdoor cafes during hours when food is served in the restaurant, shall cease sidewalk cafe operations at 2:00 a.m. and commence no earlier than 8:00 a.m.

(Ord. No. 2018-4224, § 2, 11-14-18)

[Sec. 142-742. - Reserved.]

Sec. 142-743. - General development regulations.

(a) Maximum floor area ratio (FAR) shall be 3.5.

(b) The maximum building height:

(1) One hundred twenty-five feet (base maximum height);

(2) The maximum height for lots that are 20,000 square feet (SF) or larger may be increased through participation in the public benefits program as outlined in section 142-747 (public benefit maximum height) as follows:

a. For lots that are between 20,000 SF and 45,000 SF the maximum building height is 165 feet.

b. For lots that are greater than 45,000 SF the maximum building height is 200 feet.

c. For lots that are greater than 50,000 SF and located north of 71st Street, the design review board, in accordance with the design review criteria in chapter 118, article VI of these land development regulations, may waive the maximum height of 200 feet, in order to authorize up to an additional 20 feet of height, not to exceed 220 feet, based upon the merit of the design.

(c) Minimum unit sizes.

(1) *Residential unit sizes.* The minimum unit sizes for residential uses shall be as follows:

a. Apartment: 550 square feet ("SF").

b. Workforce housing: 400 SF.

c. Affordable housing: 400 SF.

d. Co-living units: 375 SF with a minimum of 20 percent of the gross floor area of the building consisting of amenity space on the same site. Amenity space includes the following types of uses, whether indoor or outdoor, including roof decks: restaurants; bars; cafes; kitchens; club rooms; business center; retail; screening rooms; fitness center; spas; gyms; pools; pool decks; and other similar uses whether operated by the condo or another operator. Bars and restaurants shall count no more than 50 percent of the total co-living amenity space requirements. These amenities may be combined with the amenities for micro-hotels, provided residents and hotel guests have access. No variances are permitted from these provisions.

(2) *Minimum hotel room sizes.* The minimum hotel room size:

a. Hotel: 300 SF.

b. Micro-hotel: 175 SF provided that a minimum of 20 percent of the gross floor area of the building consists o is physically connected to and directly accessed from the micro-hotel units without the need to exit the parc includes the following types of uses, whether indoor or outdoor, including roof decks: restaurants; bars; caf center; hotel retail; screening rooms; fitness center; spas; gyms; pools; pool decks; and other similar uses cu with a hotel uses whether operated by the hotel or another operator. Bars and restaurants shall count no m of the total amenity space requirements. These amenities may be combined with the amenities for co-living residents and hotel guests have access. No variances are permitted from these provisions.

(d) The maximum residential density: 150 units per acre.

(1) The maximum residential density of may be increased by up to 80 percent beyond the maximum residential density if the development incorporates certified workforce or affordable housing units. The additional density may only be utilized for workforce or affordable housing units.

(Ord. No. 2018-4224, § 2, 11-14-18)

Sec. 142-744. - Setbacks and encroachments.

Setbacks and allowable encroachments into setbacks shall be as per table A below. For the purposes of new construction in this zoning district, heights shall be measured from the City of Miami Beach Freeboard of five feet, unless otherwise noted.

Table A

| Street Class | Property line abutting | Building Height at which Setback occurs | Minimum Setback from property line | Allowable Habitable Encroachments into setback |
|---|---|---|---|---|
| Class B | 69th Street | Grade to 55 feet | 10 feet | 5 feet |
| | | 55 feet to max height | 125 feet | 5 feet |
| Class D | 70th Street Alley Line | Grade to max height | 10 feet | 3 feet |
| Class A | 71st Street | Grade to 55 feet | 10 feet | 0 feet |
| | | 55 feet to max height | 25 feet | 5 feet |
| Class A | 72nd Street | Grade to max height | 20 feet from back of curb line; curb line location shall be at the time of permitting; however, it shall be no less than 5 feet from the property line | 5 feet |

| | | | | |
|---|---|---|---|---|
| Class A | Collins Avenue | Grade to 55 feet | 10 feet | 5 feet |
| | | 55 feet to 125 feet | 20 feet | 5 feet |
| | | 125 feet to max height | 35 feet | 5 feet |
| Class A | Indian Creek Drive | Grade to max height | 10 feet | 5 feet |
| Class B | Abbott Avenue and Dickens Avenue | Grade to max height | 10 feet | 5 feet |
| Class C | Byron Avenue, Carlyle Avenue, and Harding Avenue | Grade to max height | 10 feet | 7 feet |
| N/A | Interior Side | Grade to 55 feet | 0 feet | 0 feet |
| | | 55 feet to max height | 30 feet | 10 feet |
| N/A | Rear abutting an alley (except 70th Street Alley) | Grade to 55 feet | 5 feet | 0 feet |
| | | 55 feet to max height | 20 feet | 10 feet |
| N/A | Rear abutting a parcel | Grade to 55 feet | 0 feet | 0 feet |
| | | 55 feet to max height | 30 feet | 10 feet |

(Ord. No. 2018-4224, § 2, 11-14-18)

Sec. 142-745. - Street frontage, design, and operations requirements.

The development regulations and street frontage requirements for the TC-C district are as follows:

(a) *{Applicability.]* The following regulations shall apply to all frontages:

(1) *Tower regulations.* The tower shall be considered the portion of a building located above 55 feet, excluding allowable height exceptions as defined in section 142-1161. Towers shall comply with the following:

a. The longest portion of a tower located within 50 feet of a public right-of-way shall not exceed 165 feet in length between the two furthest points of the exterior face of the tower parallel to a single frontage.

b. The minimum horizontal separation between multiple towers located on the same site, including balcc

(2) *Setback design.* The minimum setback shall be designed to function as an extension of the adjacent public sidewalk unless otherwise noted in the regulations of this zoning district.

(3) *Clear pedestrian path.* A minimum ten-foot wide "clear pedestrian path," free from obstructions, including, but not limited to, outdoor cafés, sidewalk cafés, landscaping, signage, utilities, and lighting, shall be maintained along all frontages as follows:

a. The clear pedestrian path may only utilize public sidewalk and setback areas.

b. Pedestrians shall have 24-hour access to the clear pedestrian path.

c. The clear pedestrian paths shall be well lit and consistent with the city's lighting policies.

d. The clear pedestrian paths shall be designed as an extension of the adjacent public sidewalk.

e. The clear pedestrian path shall be delineated by in-ground markers that are flush with the path, differing pavement tones, pavement type, or other method to be approved by the planning director or designee.

f. An easement to the city providing for perpetual public access shall be provided for portions of the clear pedestrian path that fall within the setback area.

(4) *Balconies.* Balconies may encroach into required setbacks above a height of 15 feet up to the applicable distance indicated for allowable habitable encroachments in table A.

(5) *Articulation.* Facades with a length of 240 feet or greater shall be articulated so as to not appear as one continuous facade, subject to design review criteria.

(6) *Windows.* All windows shall be a minimum of double-pane hurricane impact glass.

(7) *Street trees.* In addition the requirements of chapter 126, street trees shall require the installation of an advanced structural soil cells system (Silva Cells or approved equal) and other amenities (irrigation, up lighting, porous aggregate tree place finish) in tree pits.

(8) *Commercial, hotel, and access to upper level frontages.* In addition to other requirements for specific frontage types and other requirements in the City Code, frontages for commercial, hotel, and access to upper level frontage shall be developed as follows:

a. The habitable space shall be directly accessible from the clear pedestrian path.

b. Such frontages shall contain a minimum of 70 percent clear glass windows with views into the habitable space.

c. A shade structure that projects for a minimum depth of five feet into the setback beyond the building façade, shall be provided at a height between 15 feet and 25 feet. Said shade structure may consist of an eyebrow or similar structure. Additionally, an allowable habitable encroachment such as balconies or parking deck may take the place of the shade structure.

d. No more than 35 percent of the required habitable space along the ground floor of a building frontage shall be for access to upper levels, unless waived by the design review board.

(9) *Residential frontages.* In addition to other requirements for specific frontage types and other requirements in the City Code, residential frontages shall be developed as follows:

a. Ground floor residential units shall have private entrances from the clear pedestrian path.

[b. Reserved.]

c. Where there are ground floor residential units, the building may be recessed from the setback line up to an additional to five feet in order to provide private gardens or porches that are visible and accessible from the street.

d. A shade structure over the private garden or porch may be provided.

e. Private access stairs, ramps, and lifts to the ground floor units may be located within the area of the pr

f. Fencing and walls for such private gardens or porches may encroach into the required setback up to the applicable distance indicated for allowable encroachments in table A at grade; however, it shall not result in a clear pedestrian path of less than ten feet. Such fencing and walls shall not be higher than four feet from grade.

(10) *Off-street parking facilities.* In addition to requirements for specific frontage types and other requirements in the City Code, off-street parking facilities shall be built as follows:

a. Parking facilities shall be entirely screened from view from public rights-of-way and clear pedestrian paths. Parking garages shall be architecturally screened or lined with habitable space.

b. Parking garages may only encroach into the required setback between a height 25 feet and 55 feet up to the applicable distance indicated for allowable habitable encroachments in table A.

1. Habitable space for residential, commercial, or hotel uses may be placed within the allowable habitable encroachment in order to screen the parking garage from view of the public right-of-way.

c. Portions of parking decks that encroach into the required setback or that are located in levels directly below habitable space shall have a minimum floor to ceiling height of nine feet.

d. Portions of parking decks that encroach into the required setback or that are located in levels directly below habitable space shall have horizontal floor plates.

e. Rooftop and surface parking shall be screened from view from surrounding towers through the use of solar carports or landscaping.

(11) *Utilities.* In addition to other requirements for specific frontage types and other requirements in the City Code, facilities for public utilities shall be built as follows:

a. For new construction, local electric distribution systems and other lines/wires shall be buried underground. They shall be placed in a manner that avoids conflicts with street tree plantings.

b. Long-distance power transmission lines not otherwise buried shall be placed on poles for above-ground distribution pursuant to the following restrictions:

1. Poles shall be located in the area of allowable encroachments into setbacks; however, they may not obstruct clear pedestrian paths.

2. Poles shall be located no closer than 50 feet from the radius of the intersection of two streets.

3. Poles shall be separated by the longest distance possible that allows the lines to operate safely.

4. Poles shall be architecturally and artistically treated.

(12) *Loading.* Where loading is permitted, it shall be designed as follows, in addition to the requirements for driveways:

a. Loading shall at a minimum be setback behind the area required to be habitable for each street class designation.

b. Loading for nonresidential uses that are on lots over 45,000 square feet shall provide for loading spaces that do not require vehicles to reverse into or out of the site, unless waived by the design review board.

c. Driveways for parking and loading shall be combined, unless waived by the design review board.

d. Loading areas shall be closed when not in use.

e. Garbage rooms shall be noise-baffled, enclosed, and air-conditioned.

f. Trash containers shall be located in loading areas.

g. Trash containers shall utilized rubber tired wheels.

h. Delivery trucks shall not be allowed to idle in the loading areas

i. Loading for commercial and hotel uses and trash pick-ups with vehicles of more than two axles may only commence between the hours of 6:00 a.m. and 7:00 a.m., 9:00 a.m. and 3:00 p.m., and 6:00 p.m. and 9:00 p.m. on weekdays; and 9:00 a.m. and 9:00 p.m. on weekends, unless waived by the planning board with conditional use approval. Notwithstanding the foregoing, hybrid or electric vehicles may commence loading at 5:00 a.m. instead of 6:00 a.m. on weekdays.

j. Loading for commercial and hotel uses with vehicles of two axles or less may occur between the hours of 6:00 a.m. and 11:00 p.m. on weekdays and 9:00 a.m. and 11:00 p.m. on weekends. Notwithstanding the foregoing, hybrid or electric vehicles may commence loading at 5:00 a.m. instead of 6:00 a.m. on weekdays.

k. Required off-street loading may be provided on another site within the TC-C district or within 1,500 feet of the site, provided it is not located in a residential district.

(b) *70th Street Frontage.* The property line between southern boundary of Lots 6 and 7 of Blocks 11 through 14 of "Normandy Beach South" according to the plat thereof as recorded in Plat Book 21 at Page 54 and the northern boundary of Lots 1 and 12 of Blocks D, E, and H of "Atlantic Heights Corrected" according to the plat thereof as recorded in Plat Book 9 at Page 54 and of Lots 1 and 6 of Block J of "Atlantic Heights" according to the plat thereof as recorded in Plat Book 9 at Page 14, is hereby defined as the "70th Street Frontage."

(c) *Street class designation.* For the purposes of establishing development regulations for adjacent properties and public rights-of-way, streets and frontages shall be organized into classes as follows:

(1) Class A frontages are the following:

a. 71st Street.

b. 72nd Street.

c. Collins Avenue.

d. Indian Creek Drive.

(2) Class B frontages are the following:

a. Abbott Avenue.

b. Dickens Avenue.

c. 69th Street.

(3) Class C frontages are the following:

a. Carlyle Avenue.

b. Harding Avenue.

c. Byron Avenue.

(4) Class D frontages are the following:

a. 70th Street Frontage.

(d) *Hierarchy of frontages.* For the purposes of conflicts, Class A frontages shall be the highest class frontage; Class B frontages shall be the second highest class frontage; Class C frontages shall be the third highest class frontage; and Class D shall be the fourth highest class frontage. Where requirements for frontages of different classes overlap and conflict, the regulations for the higher class frontage shall control over the regulations for the lower class frontage.

(e) *Class A.* In addition to other requirements in the City Code, Class A frontages shall be developed as follows:

(1) Facades shall have a minimum of height of 35 feet.

(2) Buildings shall have a minimum of three floors located along a minimum of 90 percent of the length of

the setback line pursuant to the following regulations:

a. The building may be recessed from the setback line in order to provide active public plazas that have no floor area located above the plaza.

b. Except where required for driveways and utility infrastructure, the ground floor shall contain habitable space with a minimum depth of 50 feet from the building façade.

c. The habitable space on the ground floor shall be for commercial and hotel uses, and to provide access to uses on upper floors of the building.

d. The second and third floors shall contain habitable space for residential, hotel, or commercial uses with a minimum depth of 25 feet from the building facade.

e. Ground floor and surface parking shall be setback a minimum of 50 feet from the building façade and be concealed from view from the clear pedestrian path.

(3) Driveways and vehicle access to off-street parking and loading shall be prohibited on a Class A frontage, unless it is the only means of egress to the site. Permitted drive-ways on Class A frontages shall be limited by the following:

a. If a driveway is permitted it shall be limited to 22 feet in width and be incorporated into the façade of the building.

b. Driveways shall be spaced no closer than 60 feet apart.

c. Driveways shall consist of mountable curbs that ensure a continuation of the ten-foot clear pedestrian paths.

(4) Off-street loading shall be prohibited on a Class A frontage, unless it is the only means of egress to the site.

(5) On-street loading shall be prohibited on Class A frontages.

(6) Ground floor utility infrastructure, including as may be required by Florida Power and Light (FPL) shall be prohibited on a Class A frontage, unless it is the only means of egress to the site. Permitted utility infrastructure shall be developed as follows:

a. Permitted utility infrastructure shall be concealed from the public view and be placed within or behind the line of the façade if access from the street is required.

(7) In addition to the requirements of section 126-6(a)(1), street trees shall have a minimum clear trunk of eight feet, an overall height of 22 feet, and a minimum caliper of six inches at time of planting. Additionally, the following shall apply:

a. Street trees shall be up-lit.

b. If such street trees cannot be planted the applicant/property owner shall contribute double the sum required in section 126-7(2) into the city's tree trust fund.

(f) *Class B.* In addition to other requirements in the City Code, Class B frontages shall be developed as follows:

(1) Facades shall have a minimum of height of 35 feet.

(2) Buildings shall have a minimum of one floor located along a minimum of 90 percent of the length of the setback line pursuant to the following regulations:

a. The building may be recessed from the setback line in order to provide active public plazas that have no floor area located above the plaza.

b. Except where required for driveways and utility infrastructure, the ground floor shall contain habitable space for residential, hotel, or commercial uses with a minimum depth of 45 feet from the building façade for the minimum required length along the setback line.

(3) Driveways and vehicle access to off-street parking and loading shall be prohibited unless it is the only

means of egress to the site or if the only other means of egress is from a Class A street. Permitted driveways on Class B frontages shall be limited by the following:

a. The prohibition on driveways may be waived by the design review board on blocks that are over 260 feet in length; however, such driveways shall be limited to 12 feet in width.

b. Driveways shall be limited to 22 feet in width and be incorporated into the facade of the building.

c. Driveways shall be spaced no closer than 60 feet apart on a single parcel.

d. Driveways shall consist of mountable curbs that ensure a continuation of the ten-foot clear pedestrian paths.

(4) Off-street loading shall be prohibited on Class B frontages, unless it is the only means of egress to the site, or if the only other means of egress is from a Class A street.

(5) On-street loading shall be prohibited on Class B frontages.

(6) Ground floor utility infrastructure, including as may be required by Florida Power and Light (FPL) shall be prohibited on a Class B frontage, unless it is the only means of egress to the site or if the only other means of egress is from a Class A street. Permitted utility infrastructure shall be developed as follows:

a. Permitted utility infrastructure shall be concealed from the public view and be placed within or behind the line of the façade if access from the street is required.

(7) In addition to the requirements of section 126-6(a)(1), street trees shall have a minimum clear trunk of six feet, an overall height of 16 feet, and a minimum caliper of four inches at time of planting. Additionally, the following shall apply:

a. Street trees shall be up-lit.

b. If such street trees cannot be planted the applicant/property owner shall contribute 1.5 times the sum required in section 126-7(2) into the city's tree trust fund.

(g) *Class C.* In addition to other requirements in the City Code, Class C frontages shall be developed as follows:

(1) Facades shall have a minimum of height of 35 feet.

(2) Buildings shall have a minimum of one floor located along a minimum of 85 percent of the length of the setback line pursuant to the following regulations:

a. The building may be recessed from the setback line in order to provide active public plazas that have no floor area located above the plaza.

b. Where there are ground floor residential units, the building may be recessed from the setback line up to five feet in order to provide private gardens or porches that are visible and accessible from the street.

c. Except where required for driveways and utility infrastructure, the ground floor shall contain habitable space for residential, hotel, or commercial uses with a minimum depth of 20 feet from the building façade for the minimum required length along the setback line.

d. Ground floor and surface parking shall be setback a minimum of 20 feet from the building facade and shall be concealed from view from the clear pedestrian path.

(3) Driveways on Class C frontages shall be limited as follows:

a. Driveways shall be limited to 24 feet in width and be incorporated into the facade of the building.

b. Driveways shall be spaced no closer than 30 feet apart, unless waived by the design review board.

c. Driveways shall consist of mountable curbs that ensure a continuation of the ten-foot clear pedestrian paths.

(4) Ground floor utility infrastructure, including as may be required by Florida Power and Light (FPL) shall be concealed from the public view and be placed within or behind the line of the façade if access from the

street is required.

(5) Columns to support allowable habitable encroachments are permitted below the encroachment, provided they are no more than two feet wide and spaced a minimum of 20 feet apart. The columns may split the "clear pedestrian path" into two narrower "clear pedestrian paths" with a combined width of ten feet, provided that both paths are in compliance with American with Disabilities Act (ADA) clearance requirements.

(h) *Class D.* In addition to other requirements in the City Code, Class D frontages shall be developed as follows:

(1) The Class D frontage is intended to provide a comfortable pedestrian path that connects Indian Creek Drive to Collins Avenue: therefore, the minimum setback area shall contain clear pedestrian path that provides access from the perpendicular clear pedestrian paths which are intersected.

(2) Façades shall have a minimum of height of 20 feet.

(3) Buildings shall have a minimum of one floor located along a minimum of 25 percent of length of the setback line pursuant to the following regulations:

a. The building may be recessed from the setback line in order to provide active public plazas that have no floor area located above the plaza.

b. The ground floor shall contain habitable space for residential, hotel, or commercial uses with a minimum depth of 20 feet from the building façade for the minimum required length along the setback line.

c. Surface parking shall be setback a minimum of 20 feet from the building facade and shall be concealed from view from the clear pedestrian path.

(4) Driveways shall be prohibited on Class D frontages.

(5) Loading shall be prohibited on Class D frontages.

(6) Ground floor utility infrastructure, including as may be required by Florida Power and Light (FPL) shall be concealed from the public view and be placed within or behind the line of the facade if access from the street is required.

(7) Buildings on either side of the frontage shall be permitted to provide one elevated pedestrian walkway to connect to the building on the opposite side of the frontage pursuant to the following restrictions:

a. The elevated walkway shall be located between a height of 25 feet and 55 feet.

b. Elevated walkways shall be setback a minimum 30 feet from Class A, B, or C setbacks.

c. Elevated walkways may be enclosed.

d. Elevated walkways shall be architecturally treated.

e. Elevated walkways shall be no wider than 20 feet, excluding architectural treatments.

(8) The "clear pedestrian path" may incorporate up to five feet from the setback of the adjacent parcel.

(Ord. No. 2018-4224, § 2, 11-14-18)

Sec. 142-746. - Nonconforming structures within unified development sites.

(a) Buildings within the TC-C district that are nonconforming with the regulations of this division and incorporated into a unified development site as part of a land use board approval shall be made conforming with the development regulations of this division.

(b) Notwithstanding the requirements of subsection (a) above, if said nonconforming building has a tenant with a lease that prevents the structure from being made conforming as part of the land use board approval, then the following shall apply:

(1) A phased development permit, pursuant to section 118-259, shall be applied for as part of the land use board ap The phased development approval shall require the nonconforming building to be redeveloped into a conformin phasing time limit shall be the minimum necessary to allow for the completion of the lease.

(2) A certified copy of the lease shall be provided as part of the land use board application.

(c) Notwithstanding the requirements of subsection (b) above, buildings constructed prior to 1965 and determined to be architecturally significant by the planning director, or designee, may retain the existing floor area ratio, height, setbacks and parking credits, if the following portions of the building remain substantially intact and are retained, preserved and restored:

(1) At least 75 percent of the front and street side façades, exclusive of window openings;

(2) At least 50 percent of all upper level floor plates; and

(3) At least 50 percent of the interior side walls, exclusive of window openings.

(Ord. No. 2018-4224, § 2, 11-14-18)

Sec. 142-747. - Public benefits program.

Participation in the public benefits program shall be required for floor area that is located above 125 feet up to the maximum height. The following options or mix of options are available for participation in the public benefits program:

(a) *Contribution to public benefits fund.* A contribution to the public benefits fund, in the amount identified in appendix A shall be required for each square foot of floor area located above the 125 feet. The payment shall be made prior to the development obtaining a building permit.

(b) *On-site workforce or affordable housing.* Provide on-site workforce housing or housing for low and/or moderate income non-elderly and elderly persons pursuant to the requirements of articles V and VI of chapter 58 of the City Code and certified by the community development department. Two square feet of floor may be built above 125 feet for each square foot of workforce housing or housing for low and/or moderate income non-elderly and elderly persons provided onsite. The following regulations shall apply to such units:

(1) There shall be no separate entrance or access for such units. Residents of such units shall be permitted to access the building from the same entrances as the market rate units, unless units are on the ground floor, in which case they shall have private entrances from the clear pedestrian path.

(2) Units shall comply with the minimum unit size requirements for affordable or workforce housing of this division.

(3) Only the square footage within the unit itself shall count for the square footage above the as of right height.

(c) *Off-site workforce or affordable housing.* Provide off-site workforce housing or housing for low and/or moderate income non-elderly and elderly persons pursuant to the requirements of articles V and VI of chapter 58 of the City Code and certified by the community development department within the City of Miami Beach. One and one-half square feet of floor area may be built above 125 feet for each square foot of workforce housing or housing for low and/or moderate income non-elderly and elderly persons provided off-site within the City of Miami Beach. The following regulations shall apply to such units:

(1) Units shall comply with the minimum unit size requirements for affordable or workforce housing of this zoning district.

(2) Only the square footage within the unit itself shall count for the square footage above the as of right height.

(3) The housing shall be provided prior to the development obtaining a certificate of occupancy.

(4) If the housing cannot be provided prior to the development obtaining a certificate of occupancy, a

contribution into the public benefits trust fund shall be made in the amount identified in appendix A for each one-half square foot of floor area that is above the as of right height.

(d) *LEED platinum certification.* Obtain LEED platinum certification or international living future institute living building challenge certification. An additional 75 feet of height above 125 feet shall be provided for this option. This option shall be regulated per the green building program in chapter 133, division 1; however, it requires that the participant post a sustainability fee payment bond or issue full payment of the sustainability fee in the amount of ten percent of the total construction valuation of the building permit, as opposed to the five percent as required in section 133-6(a) and that the following compliance schedule be utilized:

Certification Compliance Schedule

| Level of Certification Achieved | Sustainability Fee Reimbursement to Participant for Meeting Certain Green Building Certification Levels |
|---|---|
| Failure to obtain certification | Zero percent refund of bond or payment of sustainability fee |
| LEED certified | 30% refund of bond or payment of sustainability fee |
| LEED silver certified | 40% refund of bond or payment of sustainability fee |
| LEED gold certified or international living future institute petals or net zero energy certified | 60% refund of bond or payment of sustainability fee |
| LEED platinum or international living future institute living building challenge certified | 100% refund of bond or payment of sustainability fee |

(e) *Self-sustaining electrical and surplus stormwater retention and reuse.* Provide stormwater retention that is over and above the minimum requirements in order to accommodate offsite stormwater, including the reuse of such stormwater through purple pipes throughout the building, in a manner to be reviewed and approved by public works. Additionally, the entire building shall be fully self-contained in terms of electrical power through the use of solar panels and similar electricity generating devices. An additional 75 feet of height above 125 feet shall be provided for this option.

(f) *Public recreation facilities.* Provide active recreation facilities that are available to the general public. Two square feet of floor area may be built above 125 feet for each square foot of recreation facilities provided. The facilities shall serve a recreational need for the North Beach community, and consultation with the city's parks and recreation department shall be required prior to submitting an application for land use board approval in order to determine the types of facilities that are most in need for the area. The facilities can include, but are not limited to, soccer fields, football fields, basketball courts, tennis courts, gyms, pools, and playgrounds. Such facilities can be located on ground levels, rooftops, above parking garages, or within habitable buildings. An operating agreement shall be submitted to the city and approved by the city manager or designee. The operating agreement shall contain minimum hours of operation, cost of admission to cover maintenance and

operating costs, organized league information, signage to ensure the public is aware if the public nature of the facility, security requirements, reservation requirements, and other requirements as applicable. The agreement shall also ensure that residents of the building are not prioritized over the general public.

(g) *Expedited development construction.* A contribution to the public benefits fund shall not be required for each square foot of floor area located above 125 feet if the following development timframes are adhered to:

(1) Obtain a full building permit for a development project consisting of new construction in excess of 100,000 square feet within 21 months of the effective date of this division. The 21-month period shall not be eligible for any extension of time and cannot be tolled by extensions or modifications of board orders or state extension of development orders. If a full building permit is not obtained within 21 months, participation in an alternative option shall be required in order to achieve the additional height. Notwithstanding the foregoing, in the event that, with staffs favorable recommendation, the design review board (DRB) approval of the subject development project is continued by the board or appealed by a party other than the applicant, such 21-month period to obtain a full building permit shall be tolled until the conclusion of such action. Additionally, the city commission may toll the 21-month timeframe, at a duly noticed public hearing, by a four-sevenths affirmative vote for undue hardship. Undue hardship, does not include financial hardship, and shall require a showing by application of due diligence in processing the building permit; that the delays are not caused due to the negligence of the applicant, and/or that the extenuating circumstances are a result of a third party agency that has unduly delayed the issuance of the permit for the project.

(2) Obtain a temporary certificate of occupancy (TCO) or certificate of occupancy (CO) within 30 months of approval of the building permit; however, state authorized extensions for states of emergency within Miami-Dade County may be utilized for the purposes of tolling of the TCO or CO time limit with notice and proof of the state of emergency provided to the planning department.

Failure to comply with any of the aforementioned timeframes shall require payment of the balance for the full public benefits fee or participation in an alternative public benefits option prior to obtaining a CO.

(Ord. No. 2018-4224, § 2, 11-14-18)

Sec. 142-748. - North Beach Public Benefits Fund.

(a) The city has established a North Beach Public Benefits Fund. The revenue generated through the public benefits program in section 142-747 shall be deposited in the North Beach Public Benefits Fund. Interest earned under the account shall be used solely for the purposes specified for funds of such account.

(b) Earned fees in the North Beach Public Benefits Fund shall be utilized for the purposes outlined herein:

(1) Sustainability and resiliency grants for properties in North Beach Historic Districts;

(2) Uses identified for the sustainability and resiliency fund, as identified in section 133-8(c) for North Beach;

(3) Improvements to existing parks in North Beach;

(4) Enhancements to public transportation and alternative modes of travel, including rights-of-way and roadways that improve mobility in North Beach;

(5) Acquisition of new parkland and environmental and adaptation areas in North Beach;

(6) Initiatives that improve the quality of life for residents in North Beach.

(c) For the purposes of this section, North Beach shall be defined as the area of the city located north of 63rd Street, excluding the La Gorce neighborhood, La Gorce Island, and Allison Island.

(d) All expenditures from these funds shall require city commission approval and shall be restricted to North Beach. Prior to the approval of any expenditure of funds by the city commission, the city manager or designee shall

provide a recommendation.

(Ord. No. 2018-4224, § 2, 11-14-18)

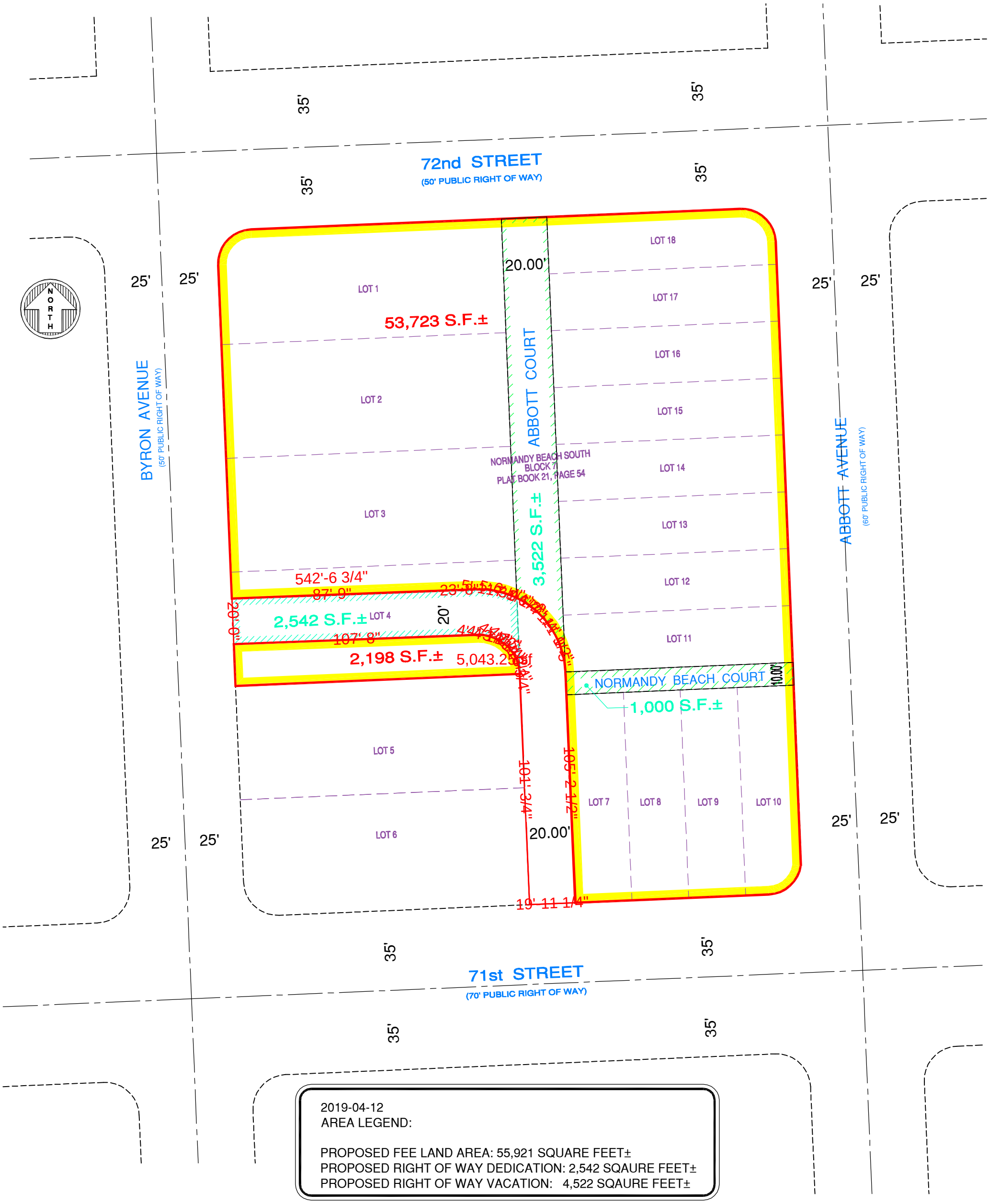
Secs. 142-749, 142-750. - Reserved.

# EXHIBIT D




2019-04-12
AREA LEGEND:

PROPOSED FEE LAND AREA: 55,921 SQUARE FEET±
PROPOSED RIGHT OF WAY DEDICATION: 2,542 SQAURE FEET±
PROPOSED RIGHT OF WAY VACATION: 4,522 SQAURE FEET±




2019-04-12
AREA LEGEND:

PROPOSED FEE LAND AREA: 55,921 SQUARE FEET±
PROPOSED RIGHT OF WAY DEDICATION: 2,542 SQAURE FEET±
PROPOSED RIGHT OF WAY VACATION: 4,522 SQAURE FEET±

This instrument was prepared by:

David A. Messinger, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street
Suite 2200
Miami, FL 33130

**(Space Reserved for Clerk)**

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## Opinion of Title

**To: City of Miami Beach**

With the understanding that this Opinion of Title is furnished to the City of Miami Beach, as inducement for acceptance of a Declaration of Use, Unity of Title, Declaration of Restrictions, Development Agreement, or as an inducement for acceptance of a subdivision plat or tentative plat, covering the real property, or other land use approval or application hereinafter described, it is hereby certified that I have examined Fidelity National Title Insurance Company Title Commitment No. 7565133 (05/10/2019-B) covering the period from the beginning to the 22nd of April, 2019 at 11:00 PM, inclusive of the following described property:

> **Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, in Block 6, of NORMANDY BEACH SOUTH, according to the Plat thereof as recorded in Plat Book 21, Page 54, of the Public Records of Miami-Dade County, Florida.**

I am of the opinion that on the last mentioned date, the fee simple title to the above-described property was vested in:

**Abbott Avenue Partners, LLC, a Delaware limited liability company** as to **Lots 1, 2, 3, 13, 14, 15, 16, 17 & 18** in Block 6 of NORMANDY BEACH SOUTH, according to the Plat thereof as recorded in Plat Book 21, Page 54, of the Public Records of Miami-Dade County, Florida

AND

**Pumps at 71, LLC, a Delaware limited liability company** and **7433 Collins Ave. Corp., a Florida corporation** as to **Lots 4, 7, 8, 9, 10, 11 & 12** in Block 6 of NORMANDY BEACH

SOUTH, according to the Plat thereof as recorded in Plat Book 21, Page 54, of the Public Records of Miami-Dade County, Florida.

Based solely upon my review of copies of organizational and trust documents provided to me by Abbott Avenue Partners, LLC, (i) Robert Finvarb, as Manager of Robert Finvarb Family Management, LLC, a Florida limited liability company, the general partner of Robert Finvarb Family Investments LLLP, a Florida limited liability limited partnership, as a member of Abbott Avenue Partners, LLC and (ii) Juliette M. Klepach and Issac Mitrani as Co-Trustees of The Juliette M. Klepach Revocable Trust dated January 29, 2009, as a member of Abbott Avenue Partners, are authorized to execute the application for vacation of the right-of-way on behalf of Abbott Avenue Partners, LLC.

Based solely upon my review of copies of organizational documents provided to me by Pumps at 71, LLC, Robert Finvarb, as Manager of Robert Finvarb Family Management, LLC, a Florida limited liability company, the general partner of Robert Finvarb Family Investments LLLP, a Florida limited liability limited partnership, as sole member of RIF 71, LLC, a Florida limited liability company, as sole member of Pumps at 71, LLC, is authorized to execute the application for vacation of the right-of-way on behalf of Pumps at 71, LLC.

Based solely upon my review of information and documents accessible at www.sunbiz.org, Juliette Klepach, as President of 7433 Collins Ave. Corp., is authorized to execute the application for vacation of the right-of-way on behalf of 7433 Collins Ave. Corp.

Subject to the following encumbrances:

1. **RECORDED MORTGAGES**:

(a) Mortgage, Assignment of Rents and Security Agreement executed by Pumps at 71, LLC, a Delaware limited liability company and 7433 Collins Ave. Corp., a Florida corporation, Mortgagor, in favor of City National Bank of Florida, Mortgagee, dated August 21, 2014, recorded August 26, 2014 in Official Records Book 29285, Page 540, as modified by Mortgage Modification Agreement recorded November 8, 2016 in Official Records Book 30301, Page 1740 (Lots 4, 7, 8, 9 10, 11, and 12); and the following collateral security instrument(s): UCC-1 Financing Statement recorded August 26, 2014, in Official Records Book 29285, Page 593; amended by UCC Amendment form recorded in Official Records Book 30301, Page 1751.

(b) Mortgage, Assignment of Rents and Security Agreement executed by Abbott Avenue Partners, LLC, a Delaware limited liability company, Mortgagor, in favor of City National Bank of Florida, Mortgagee, dated November 1, 2016, recorded November 8, 2016 in Official Records Book 30301, Page 1092 (Lots 17 & 18); and the following collateral security instrument(s): UCC-1 Financing Statement recorded November 8, 2016, in Official Records Book 30301, Page 1120.

(c) Mortgage, Assignment of Rents and Security Agreement executed by Abbott Avenue Partners, LLC, a Delaware limited liability company, Mortgagor, in favor of City National Bank of Florida, Mortgagee, dated November 4, 2016, recorded November 8, 2016 in Official Records Book 30301, Page 1255 (Lots 2, 3, 13, 14, & 15); and the following collateral security instrument(s): UCC-1 Financing Statement recorded November 18, 2016, in Official Records Book 30301, Page 1283.

(d) Third Mortgage, Assignment of Rents and Security Agreement executed by Pumps at 71, LLC, a Delaware limited liability company and 7433 Collins Ave. Corp., a Florida corporation, Mortgagor, in favor of City National Bank of Florida, Mortgagee, dated November 4, 2016, recorded November 8, 2016 in Official Records Book 30301, Page 1288; as Amended and Restated by Amended and Restated Mortgage, Assignment of Rents and Security Agreement recorded August 31, 2017 in Official Records Book 30676, Page 2736, modified by Mortgage Modification Agreement recorded December 4, 2017 in Official Records Book 30779, Page 2125 (Lots 4, 7, 8, 9, 10, 11, and 12); and the following collateral security instrument(s): UCC-1 Financing Statement recorded November 8, 2016, in Official Records Book 30301, Page 1320; amended by UCC-Amendment recorded August 31, 2017 in Official Records Book 30676, Page 2808.

(e) Mortgage, Assignment of Rents and Security Agreement executed by Abbott Avenue Partners, LLC, a Delaware limited liability company, Mortgagor, in favor of City National Bank of Florida, Mortgagee, dated August 28, 2017, recorded August 31, 2017 in Official Records Book 30676, Page 2678, modified by Mortgage Modification Agreement recorded December 4 2017 in Official Records Book 30779, Page 2111 (Lots 17 & 18); and the following collateral security instrument(s): UCC-1 Financing Statement recorded August 31, 2017, in Official Records Book 30676, Page 2798.

(f) Mortgage, Assignment of Rents and Security Agreement executed by Abbott Avenue Partners, LLC, a Delaware limited liability company, Mortgagor, in favor of City National Bank of Florida, Mortgagee, dated August 28, 2017, recorded August 31, 2017 in Official Records Book 30676, Page 2707, modified by Mortgage Modification Agreement recorded December 4, 2017 in Official Records Book 30779, Page 2118 (Lots 2, 3, 13, 14, and 15); and the following collateral security instrument(s): UCC-1 Financing Statement recorded August 31, 2017, in Official Records Book 30676, Page 2803.

(g) Mortgage, Assignment of Rents and Security Agreement executed by Abbott Avenue Partners, LLC, a Delaware limited liability company, Mortgagor, in favor of City National Bank of Florida, Mortgagee, dated August 28, 2017, recorded August 31, 2017 in Official Records Book 30676, Page 2769; affected by Subordination Agreement recorded December 4, 2017 in Official Records Book 30778, Page 3, and Mortgage Modification and Spreader Agreement recorded December 4, 2017 in Official Records Book 30779, Page 2133 (Lots 1 & 16); and the following collateral security instrument(s): UCC-1 Financing Statement recorded August 31, 2017 in Official Records Book 30676, Page 2812.

(h) Mortgage and Security Agreement executed by Abbott Avenue Partners, LLC, a Delaware limited liability company, Mortgagor, in favor of City National Bank of Florida, Mortgagee, dated August 28, 2017, recorded September 20, 2017 in Official Records Book 30687, Page 1183, modified by Mortgage Modification, Notice of Future Advance and Spreader Agreement recorded in Official Records Book 30777, Page 4998 (Lots 1 & 16); and the following collateral security instrument(s): UCC-1 Financing Statement recorded September 20, 2017, in Official Records Book 30687, Page 1211; amended by UCC-Amendment recorded December 4, 2017 in Official Records Book 30778, Page 1.

2. **SPECIAL EXCEPTIONS:**

(a) Restrictions, covenants, conditions, easements and other matters as contained on the Plat of NORMANDY BEACH SOUTH, recorded in Plat Book 21, Page 54, of the Public Records of Miami-Dade County, Florida. (All parcels)

(b) Resolution No. 93-20699 by the City Commission of the City of Miami Beach, re: "North Beach Streetscape Improvement Project", recorded April 12, 1993 in Official Records Book 15877, Page 745. (All Parcels)

(c) Terms and Conditions set forth in Unity of Title recorded June 6, 1995 in Official Records Book 16804, Page 3165. (Lots 4, 7, 8, 9, 10, 11, & 12)

(d) Terms and Conditions set forth in Short Form Lease with Coin Wash Holdings, Inc., a Florida corporation, Tenant, as memorialized by Memorandum of Lease recorded October 7, 2007 in Official Records Book 18301, Page 706. (Lots 13, 14, and 15)

(e) Terms and Conditions set forth in Unrecorded Lease dated February 1, 1999 between E.B.M.M., Ltd., a Florida limited liability company, Owner/Landlord, and Abbott & 71st Oil & Gas Inc., a Florida corporation, Tenant, as evidenced by Subordination Agreement recorded January 30, 2006 in Official Records Book 24190, Page 469 and Lease Subordination Agreement recorded February 13, 2006 in Official Records Book 24232, Page 2805. (Lots 7, 8, 9, 10, 11, & 12)

(f) Restrictions, covenants, and conditions as set forth in Declaration of Restrictive Covenants recorded February 5, 2007 in Official Records Book 25337, Page 1530, as may be subsequently amended. (Lot 3)

(g) Terms and Conditions set forth in Unrecorded Lease dated October 6, 2011 between Pumps at 71, LLC, a Delaware limited liability company and 7433 Collins Ave. Corp., a Florida corporation, Landlord, and Varguza USA, LLC, a Florida limited liability company, Tenant, as evidenced by Subordination, Non-Disturbance and Attornment Agreement recorded August 26, 2014 in Official Records Book 29285, Page 573. (Lots 4, 7, 8, 9, 10, 11, 12)

(h) Terms and Conditions set forth in Unrecorded Lease dated January 15, 2016 between Abbott Avenue Partners, LLC, a Delaware limited liability company, Landlord, and Clinicare Medical Center, Inc., a Florida corporation, Tenant, as evidenced by Subordination, Non-Disturbance and Attornment Agreement recorded November 8, 2016 in Official Records Book 30301, Page 1129. (Lots 17 & 18)

(i) Terms and Conditions set forth in Unrecorded Lease dated April 17, 1988 between Abbott Avenue Partners, LLC, a Delaware limited liability company, Landlord, and 7124 Abbott Avenue Laundromat, LLC, Tenant, as evidenced by Subordination, Non-Disturbance and Attornment Agreement recorded November 8, 2016 in Official Records Book 30301, Page 1325. (Lots 2, 3, 13, 14, & 15)

(j) Terms and Conditions set forth in Unrecorded Lease dated October 6, 2011 between Pumps at 71, LLC, a Delaware limited liability company and 7433 Collins Ave. Corp., a Florida corporation, collectively as Landlord, and BTI Stations LLC, a Florida limited liability company, Tenant, as evidenced by Subordination, Non-Disturbance and Attornment Agreement recorded November 8, 2016 in Official Records Book 30301, Page 1333. (Lots 4, 7, 8, 9, 10, 11, & 12)

Therefore, it is my opinion that the following party(ies) must join in the application for vacation of the right-of-way in order to make it valid and binding on the land described herein.

| **Name** | **Interest** |
|---|---|
| Abbott Avenue Partners, LLC | Fee Simple |
| Pumps at 71, LLC | Fee Simple |
| 7433 Collins Ave. Corp. | Fee Simple |

In addition, should a recorded document be proffered following the submission of the application, in addition to being joined by the above identified parties, such recorded document may also require the joinder City National Bank of Florida, as mortgagee in order to make it valid and binding on the land described herein.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 10th day of May, 2019.

**STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.**

By: _____

David A. Messinger, Esq.
Florida Bar No. 170240
150 West Flagler Street
Museum Tower-Suite 2200
Miami, Florida 33130

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

The foregoing instrument was acknowledged before me this 10th day of May, 2019, by David A. Messinger, who is personally known to me.

_____
Notary Public

My Commission Expires:

OLIVIA MARTIN
MY COMMISSION # GG 121519
EXPIRES: August 31, 2021
Bonded Thru Notary Public Underwriters

#7353765 v3

# NORTH BEACH
# 72nd Street Development

## TOWN CENTER FEASIBILITY STUDY

ARQUITECTONICA
2900 Oak Avenue
Miami, FL 33133
305.372.1812 T
305.372.1175 F

Prepared for: TOWN CENTER

North Beach - 72nd Street

04/15/2019

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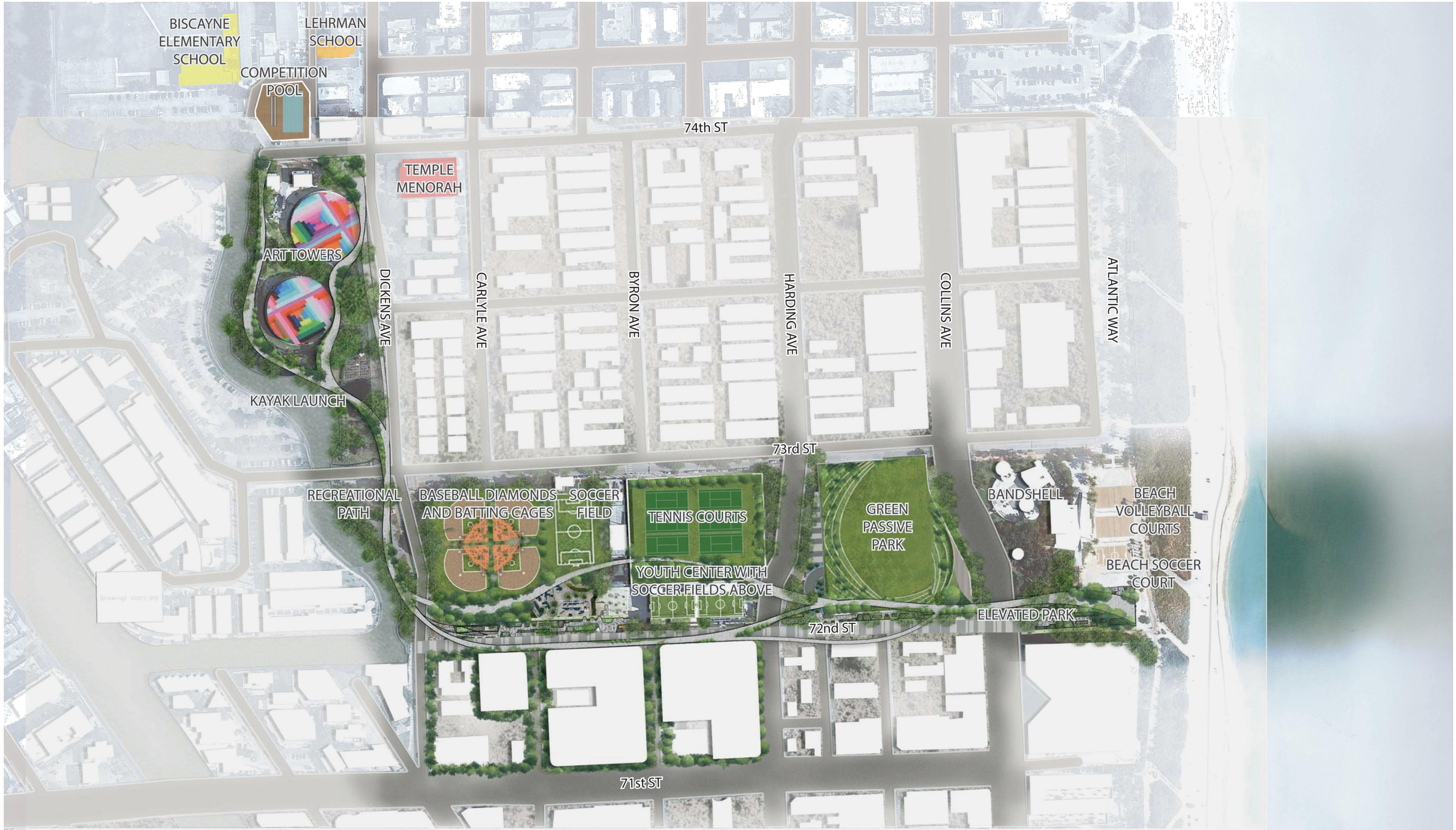
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North Beach - 72nd Street

SITE LOCATION

04/15/2019




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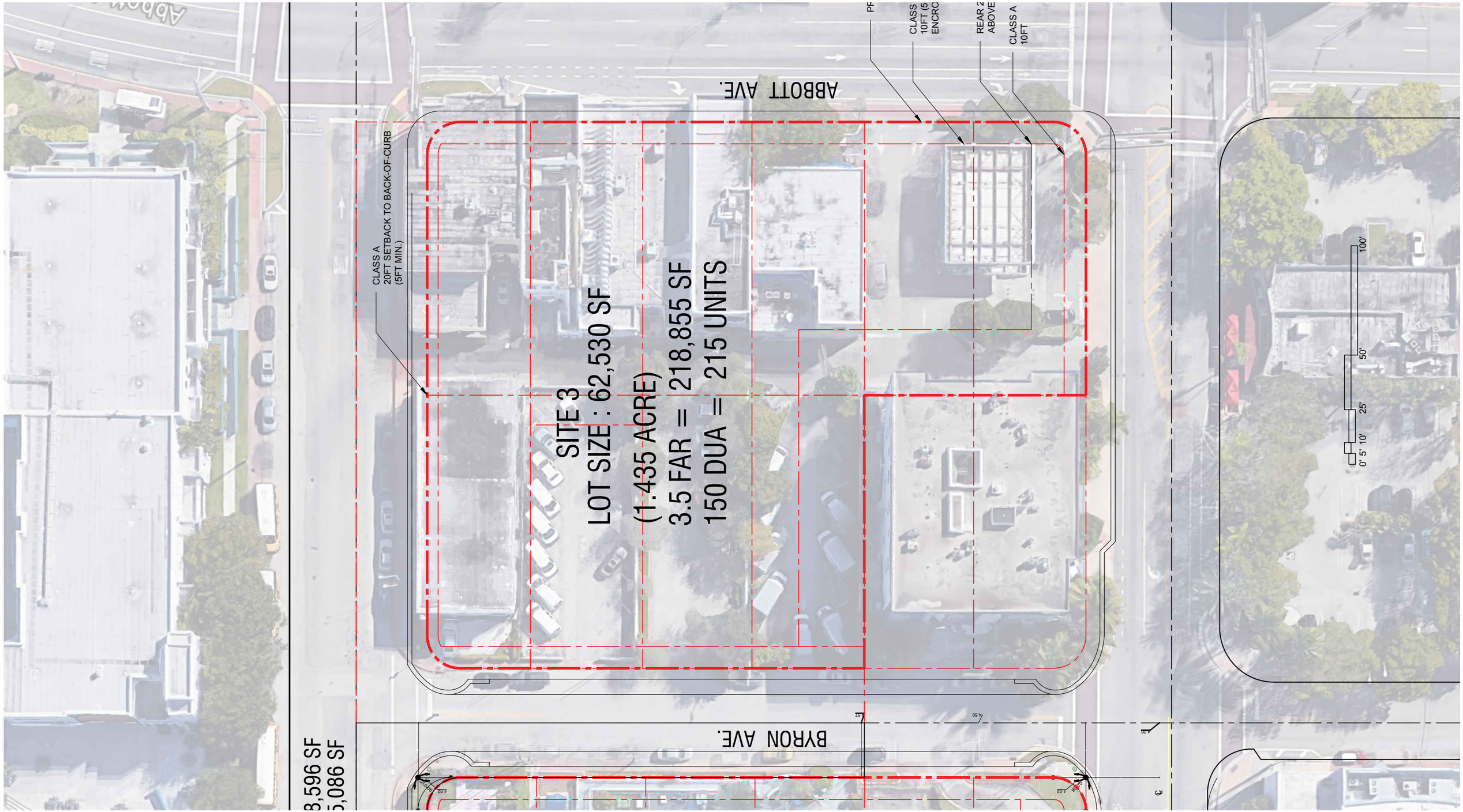
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North Beach - 72nd Street

SITE LOCATION & PARK

04/15/2019




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North Beach - 72nd Street

*SITE - ALLEY*

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**ARQUITECTONICA**

BLOCK A (FINVARB)

71st & 72nd

| CARYLE & BYRON | | UNITS/ KEYS | NSF LEASAB | FAR | TYPE | GSF | SPACES | UNITS/ KEYS | NSF LEASABLE | EFFIC. | FAR | FLOOR-PLATE | LOT COVERAGE | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LEVEL 21 | | | | | RESI. | | | 11 | 7,104 | 82% | 8,690 | 11,111 | 18% | 220 FT |
| LEVEL 20 | | | | | RESI. | | | 11 | 7,104 | 82% | 8,690 | 11,111 | 18% | |
| LEVEL 19 | | | | | RESI. | | | 11 | 7,104 | 82% | 8,690 | 11,111 | 18% | |
| LEVEL 18 | | | | | RESI. | | | 11 | 7,104 | 82% | 8,690 | 11,111 | 18% | |
| LEVEL 17 | | | | | RESI. | | | 11 | 7,104 | 82% | 8,690 | 11,111 | 18% | |
| LEVEL 16 | | | | | RESI. | | | 11 | 7,104 | 82% | 8,690 | 11,111 | 18% | |
| LEVEL 15 | | | | | RESI. | | | 11 | 7,104 | 82% | 8,690 | 11,111 | 18% | |
| LEVEL 14 | | | | | RESI. | | | 11 | 7,104 | 82% | 8,690 | 11,111 | 18% | |
| LEVEL 13 | | | | | RESI. | | | 11 | 7,104 | 82% | 8,690 | 11,111 | 18% | |
| LEVEL 12 | | | | | RESI. | | | 11 | 7,104 | 82% | 8,690 | 11,111 | 18% | |
| LEVEL 11 | | | | | RESI. | | | 11 | 7,104 | 82% | 8,690 | 11,111 | 18% | |
| LEVEL 10 | | | | | RESI. | | | 11 | 7,104 | 82% | 8,690 | 11,111 | 18% | |
| LEVEL 9 | | | | | RESI. | | | 11 | 7,104 | 82% | 8,690 | 11,111 | 18% | |
| LEVEL 8 | | | | | RESI. | | | 11 | 7,104 | 82% | 8,690 | 11,111 | 18% | |
| LEVEL 7 | | | | | RESI. | | | 11 | 7,104 | 82% | 8,690 | 11,111 | 18% | |
| LEVEL 6 | | | | | RESI. | | | 11 | 7,104 | 82% | 8,690 | 11,111 | 18% | |
| | | | | | | | | | | | | | | 60 FT |
| LEVEL 5 | 51' above BFE+5' | | | | POOL DECK | | | 0 | 7,970 | AMEN. | 8,690 | 56,203 | 90% | |
| LEVEL 4 | | | | | PARKING | 25,472 | 93 | 13 | 9,325 | 78% | 11,985 | 50,079 | 80% | 45 FT |
| LEVEL 3 | 40 FT | | | | PARKING | 25,472 | 93 | 13 | 9,325 | 78% | 11,985 | 50,079 | 80% | |
| LEVEL 2 | | | | | PARKING | 25,472 | 93 | 13 | 9,325 | 78% | 11,985 | 50,079 | 80% | |
| | | | | | | | | | 17,890 | | | 11,800 | | 15 FT |
| GROUND LEVEL | LOBBY | | 6,109 | 6,109 | RETAIL | | 0 | | 2,530 | LOBBY | 29,047 | 56,203 | 90% | |
| **TOTALS** | 0 FT | 0 | 6,109 | 6,109 | | | 279 | 215 | 170,029 | | 212,732 | | | |

| | | | | | COUNT | DENS. |
|---|---|---|---|---|---|---|
| **RESI NSF** | 152,139 | | | KEYS | 0 | 0 |
| **COMM. NSF** | 23,999 | | | UNITS | 215 | 215 |
| **HOTEL NSF** | 0 | | | PROVIDED | 215 | 215 |
| **TOTAL NSF** | **176,138** | **TOTAL SPACES** | **279** | MAX DENSITY | | **215.3** |
| TOTAL UNITS | 215 | TOTAL ROOMS | 0 | | | |
| **TOTAL GSF** | 295,257 | **PKG GSF** | 76,416 | | | |

| | | | |
|---|---|---|---|
| FAR AVAILABLE | SITE SF | | 3.5 FAR |
| WITOUTH STREET PORTIONS : | 62,530 | SF | 218,855 SF |
| WITH STREET DEDICATION | 0 | SF | 0 SF |
| | TOTAL MAX FAR AVAILABLE | | **218,855** |
| | TOTAL FAR PROVIDED | | 218,841 |

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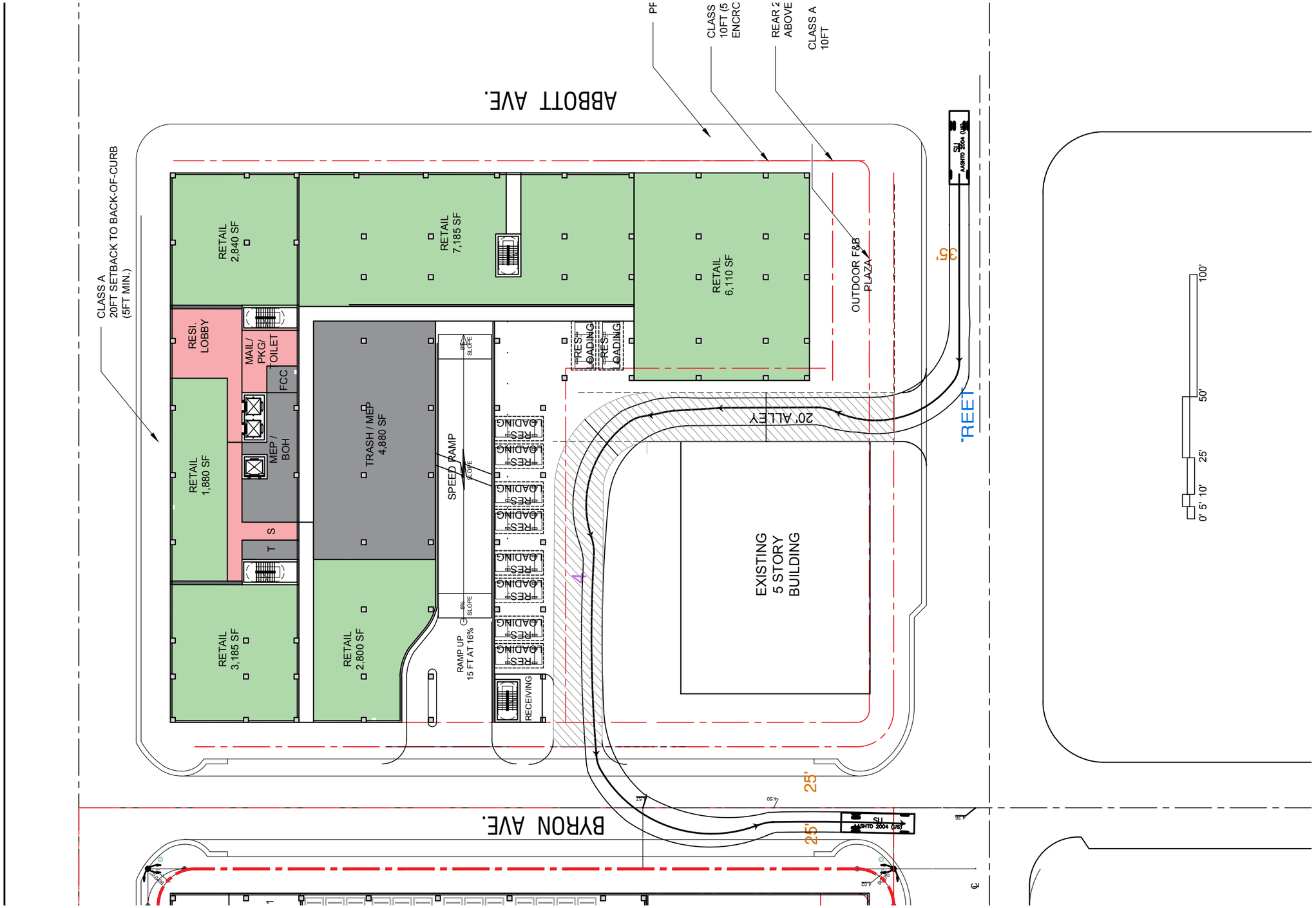
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North Beach - 72nd Street

*SITE DATA*

04/15/2019




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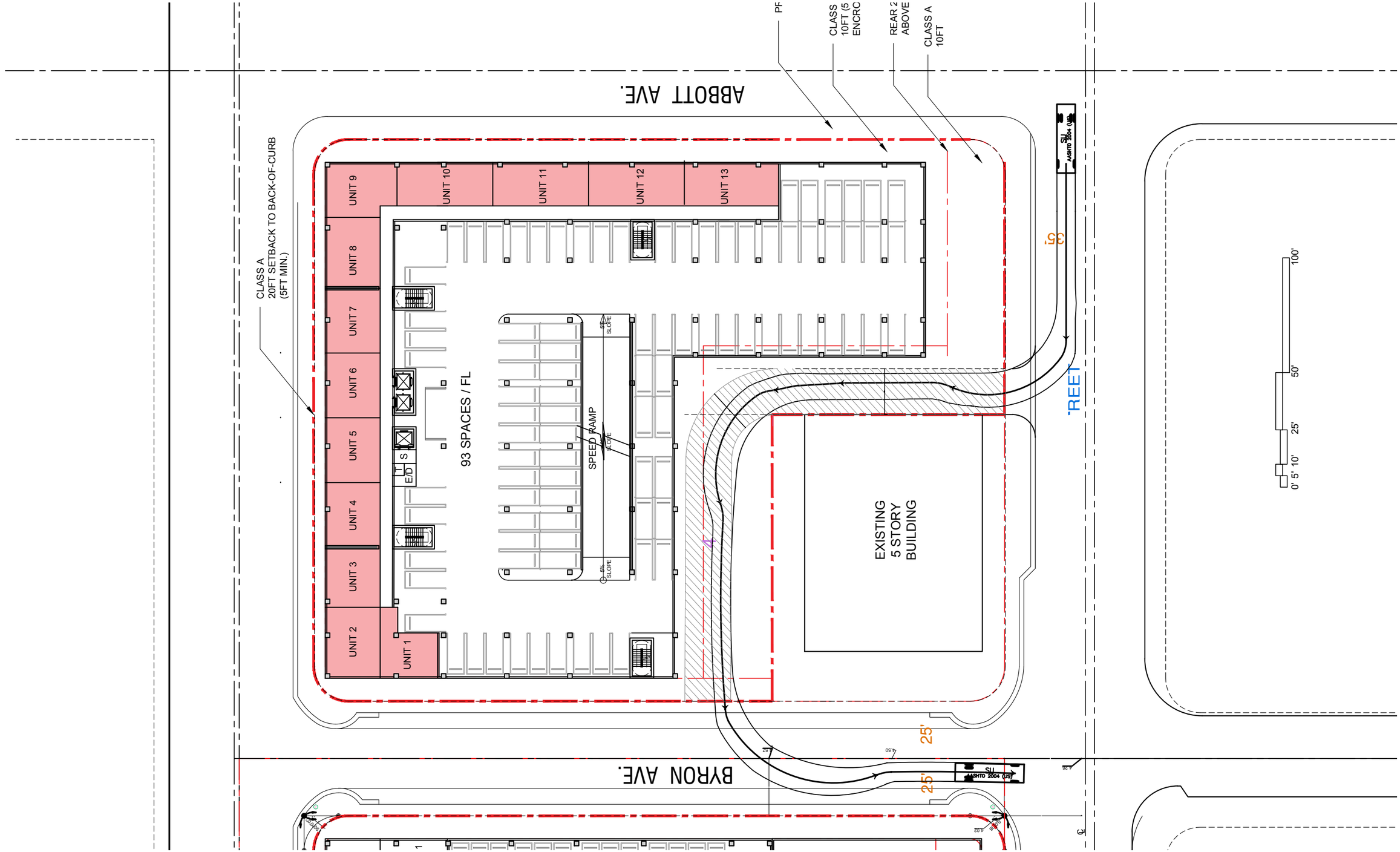
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North Beach - 72nd Street

# GROUND FLOOR

04/15/2019

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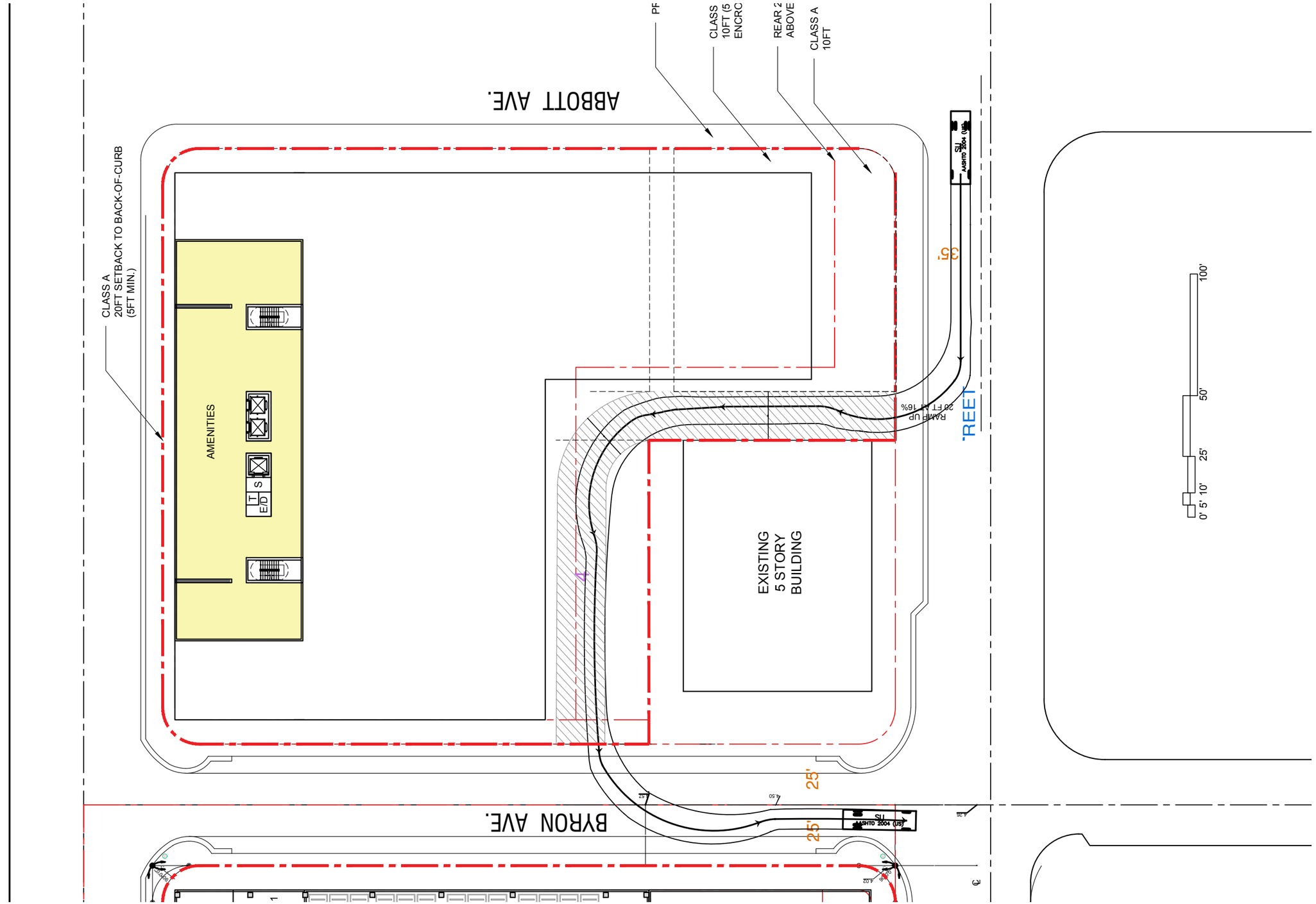
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North Beach - 72nd Street

*LEVELS 02 - 04*

04/15/2019

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305.372.1812 T
305.372.1175 F

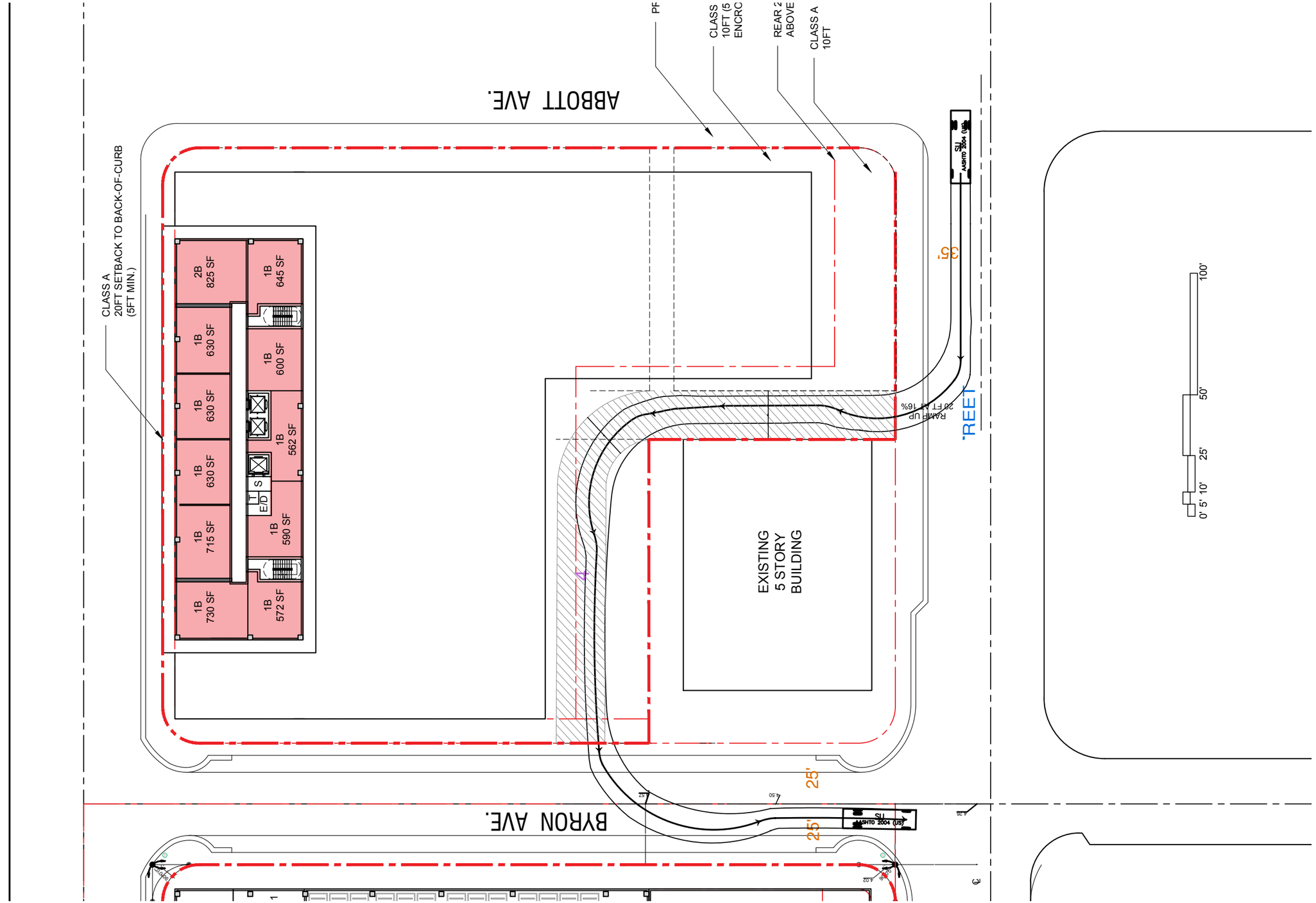
Prepared for: TOWN CENTER

North Beach - 72nd Street

*LEVEL 05*

04/15/2019

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ARQUITECTONICA
2900 Oak Avenue
Miami, FL 33133
305.372.1812 T
305.372.1175 F

Prepared for: TOWN CENTER

North Beach - 72nd Street

*LEVELS 06 - 21*

04/15/2019

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| | Scope - Allocation to Bioswale Portion of Project Only | Total | |
|---|---|---|---|
| **1** | Design and Engineering | $ | 20,250 |
| **2** | Testing and Inspections | $ | 6,750 |
| **3** | General Conditions | $ | 90,000 |
| **4** | General Requirements | $ | 18,500 |
| **5** | Surveying | $ | 2,700 |
| **6** | Temporary Fencing | $ | 2,400 |
| **7** | SWPP and Maintenance | $ | 2,500 |
| **8** | Demolition | $ | 21,980 |
| **9** | Excavation | $ | 20,759 |
| **10** | Installation of Bioswale with exfiltration system | $ | 23,310 |
| **11** | Installation of inlet structures for bioswale system | $ | 10,650 |
| **12** | Install planting material in bioswale | $ | 54,950 |
| **13** | Remove fencing and SWPP | $ | 675 |
| **14** | Clean and demobilize | $ | 2,400 |
| | Subtotal | $ | 277,824 |
| | Insurance | $ | 4,167 |
| | Bond | $ | 5,640 |
| | OH&P | $ | 43,145 |
| | Contingency | $ | 26,462 |
| | | | |
| | **Grand Total** | **$** | **357,238** |

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON SECOND READING/PUBLIC HEARING OF THIS RESOLUTION, THE VACATION OF THAT PORTION OF (1) THE NORTHERN HALF OF AN ALLEY KNOWN AS "ABBOTT COURT," CONSISTING OF APPROXIMATELY 3,521 SQUARE FEET IN TOTAL LOT AREA; AND (2) THE ALLEY KNOWN AS "NORMANDY BEACH COURT," CONSISTING OF APPROXIMATELY 1,000 SQUARE FEET IN TOTAL LOT AREA, WITH THE FOREGOING ALLEYS LOCATED BETWEEN BYRON AVENUE AND ABBOTT AVENUE, FROM 71ST STREET TO 72ND STREET (COLLECTIVELY, THE "CITY ALLEYS"), IN FAVOR OF THE ABUTTING PROPERTY OWNERS, ABBOTT AVENUE PARTNERS, LLC; PUMPS AT 71, LLC; AND 7433 COLLINS AVE. CORP. (THE "APPLICANT"); FURTHER, PROVIDING THAT THE VACATION OF THE CITY ALLEYS SHALL BE SUBJECT TO AND CONDITIONED UPON THE APPLICANT'S EXECUTION OF A VACATION AGREEMENT AND DELIVERY OF CERTAIN PUBLIC BENEFITS TO THE CITY, INCLUDING THE DEDICATION OF THE SOUTHERN FORTY (40) FEET OF 7117 BYRON AVENUE, CONNECTING BYRON AVENUE TO ABBOTT COURT, AND CONSISTING OF A TOTAL OF 4,741 SQUARE FEET (THE "NEW CITY ALLEY"), WITH APPROXIMATELY 2,543 SQUARE FEET OF THE NEW CITY ALLEY TO BE DEDICATED FOR PUBLIC USE AS AN ALLEY FOR PEDESTRIAN AND VEHICULAR TRAVEL, AND WITH APPROXIMATELY 2,198 SQUARE FEET OF THE NEW CITY ALLEY TO BE DEDICATED AS A NEW STORMWATER RETENTION AREA, AND IMPROVED AS A BIOSWALE, AT APPLICANT'S SOLE COST AND EXPENSE; FURTHER, WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING REQUIREMENT, PURSUANT TO SECTION 82-38 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; FURTHER, AUTHORIZING THE ADMINISTRATION TO FINALIZE A VACATION AGREEMENT THAT INCORPORATES THE CONDITIONS SET FORTH IN THIS RESOLUTION, AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE VACATION AGREEMENT, SUBJECT TO FORM APPROVAL BY THE CITY ATTORNEY.**

**WHEREAS,** the City holds a right-of-way dedication to the following right-of-way areas:

(1) the northern half of an alley known as Abbott Court, running south approximately 125 feet from the southerly right-of-way ("ROW") line of 72nd Street, which consists of a 20 foot ROW containing approximately 3,521 square feet, as shown on the Plat of the Normandy Beach South Subdivision, recorded in Plat Book 21, Page 54 of the Public Records of Miami-Dade County (the "Normandy Beach South Plat"), and more fully described in Exhibit "A" attached hereto (the "Abbott Court Alley"); and

(2) the portion of the alley known as Normandy Beach Court, located between the easterly ROW line of Abbott Court and the westerly ROW line of Abbott Avenue, which consists of a 10 foot ROW containing approximately 1,000 square feet, as shown on the Normandy Beach South Plat, and more fully described in Exhibit "B" attached hereto (the "Normandy Beach Court Alley");

(collectively, the Abbott Court Alley and Normandy Beach Court Alley shall be hereinafter referred to as the "City Alleys"); and

**WHEREAS,** Abbott Avenue Partners, LLC; Pumps at 71, LLC; and 7433 Collins Avenue Corp. (the "Applicant") own the properties abutting or in the vicinity of the City Alleys; which parcels are known as 7117 and 7135 Byron Avenue; 7120, 7124, 7134, 7136, and 7140 Abbott Avenue; 430 72nd Street; and 409 71st Street (collectively, the "Property"); and

**WHEREAS,** the Applicant intends to develop the Property as a mixed-use residential and commercial development (collectively, the "Proposed Development"); and

**WHEREAS,** the Proposed Development shall be developed as a unified development site; and

**WHEREAS,** in conjunction with Proposed Development, the Applicant is requesting that the City vacate the City Alleys, and has submitted its application to the City's Public Works Department with respect thereto; and

**WHEREAS,** the vacation of City streets, alleys, and/or rights of way, require compliance with Article II, Sections 82-36 through 82-40, of the City Code (which establish the procedures governing the sale or lease of public property);

**WHEREAS**, prior to approving a request for vacation, the following requirements must be satisfied: (1) the title of the Resolution approving the proposed vacation shall be heard by the City Commission on two separate meeting dates, with the second reading to be accompanied by a duly noticed public hearing; (2) the proposed vacation shall be transmitted to the Finance and Citywide Projects Committee (the "Finance Committee") for its review; (3) the City's Planning Department shall prepare a written planning analysis, to be submitted to the City Commission concurrent with its consideration of the proposed vacation; and (4) the City shall obtain an independent appraisal of the fair market value of the property proposed to be vacated; and

**WHEREAS,** on March 6, 2019, the Land Use and Development Committee discussed the proposed vacation, and recommended that the City Commission refer the vacation proposal to the Finance and City Wide Projects Committee (FCWPC), pursuant to City Code Section 87-37(a);

**WHEREAS**, at the FCWPC's June 14, 2019 meeting, the Planning Department staff advised that the proposed vacation would be consistent with the North Beach Master Plan recommendations, as well as the recently adopted land development regulations for the TC-C district; and

**WHEREAS**, at its June 14, 2019 meeting, the FCWPC recommended in favor of the proposed vacation of the City Alleys, with the vacation of the City Alleys subject to and conditioned upon the Applicant's delivery of certain public benefits to the City, including: the Applicant's dedication of the southern forty (40) feet of 7117 Byron Avenue, connecting Byron Avenue to Abbott Court, consisting of a total of 4,741 square feet, for use by the public, as described more fully in Exhibit "C" attached hereto (the "New City Alley"), with approximately 2,543 square feet of the New City Alley to be dedicated as a new alley for pedestrian and vehicular travel, and the remaining 2,198 square feet of the New City Alley to be developed as a new stormwater retention

area, and improved as a bioswale, as described more fully in Exhibit "D" attached hereto (the "Bioswale Improvements"); and

**WHEREAS**, the Planning Department analysis of the vacation, pursuant to Section 82-38 of the City Code, is attached as Exhibit "E" hereto; and

**WHEREAS**, the Public Works Department obtained an appraisal on April 2, 2019, which appraisal is attached as Exhibit "F" hereto and valued the City Alleys at $2,350,000; and

**WHEREAS,** Section 82-39(a) of the City Code provides that the lease or sale of public property also requires an advertised public bidding process, which requirement may be waived by 5/7$^{th}$ vote of the City Commission; and

**WHEREAS,** by operation of law, upon a vacation, a right-of-way reverts to the abutting property owners or the holders of any interest in any reversionary rights to the vacated area; and

**WHEREAS,** as the only persons entitled to the vacated City Alleys is the Applicant (as the abutting property owners and holder of the appropriate reversionary interests), the City Administration recommends that the Mayor and City Commission waive the competitive bidding requirement, finding that the public interest is served by waiving such condition; and

**WHEREAS,** pursuant to the requirements of Section 1.03(b)(4) of the City Charter, the proposed vacation will be heard before the Planning Board on July 23, 2019 meeting, where it must be approved by 4/7ths vote; and

**WHEREAS,** Section 1.03 (b)(4) of the Charter also requires that the vacation be approved by 6/7$^{ths}$ vote of the City Commission; and

**WHEREAS**, the vacation of the City Alleys shall be subject to and conditioned upon the Applicant and City executing a Vacation Agreement that includes the following terms and conditions:

(1) Applicant shall dedicate to the public the New City Alley, consisting of approximately 4,741 square feet, with approximately 2,543 square feet to be dedicated for public use as an alley for pedestrian and vehicular travel, and the remaining approximately 2,198 square feet to be dedicated for the Bioswale Improvements; and

(2) Applicant shall complete construction of the Bioswale Improvements, at Applicant's sole cost and expense, prior to the Applicant's completion of the Proposed Development; and

(3) Applicant shall pay all City's costs in connection with the proposed vacation of the City Alleys and dedication of the New City Alley, including any City closing costs, recording fees, or outside legal fees that may be incurred by the City; and

(4) Applicant shall be responsible, at Applicant's sole cost and expense, for the relocation of any underground utilities located within the City Alleys and the New City Alley, as may be necessary for the Proposed Development and/or to fulfill the vacation conditions herein.

(5) Applicant agrees that City's quit claim deed for the City Alleys shall contain a reverter clause, to provide for the City Alleys to revert back to the City in the event Applicant fails to satisfy all conditions of this Vacation Resolution prior to the completion of the Proposed Development, and with such reverter being without prejudice to any other rights or remedies that may be available to the City in the event the Applicant fails to satisfy the conditions of this Resolution; and

(6) Applicant agrees that City shall not issue a temporary certificate of occupancy or final certificate of occupancy for the Proposed Development until the Applicant has satisfied all conditions of this Resolution; and

(7) The Applicant agrees to indemnify, defend, save and hold harmless the City from any claims, demands, causes of action, liabilities, losses, costs, fees, expenses, orders, judgments and/or decrees of any nature whatsoever as a result of City's adoption of the Vacation Resolution or issuance of a Building Permit prior to the satisfaction of the conditions of the Vacation Resolution, including the reasonable, out-of-pocket attorneys' fees and expenses incurred in the defense of any such claim, demand or cause of action; and

(8) in the event the foregoing conditions of the Vacation Agreement are not met, following notice to Applicant and a reasonable opportunity to cure, the Vacation Agreement shall be subject to termination, and in the event of any such termination, this Vacation Resolution shall be null and void; and

**WHEREAS,** on July 17, 2019, the Mayor and City Commission held the first reading of this Resolution, and read the title into the record as required by Section 82-37 of the City Code; and

**WHEREAS**, the Administration recommends approval of the vacation at second reading, subject to the terms and conditions contained herein, and further recommends that the Administration be authorized to finalize a vacation agreement incorporating the conditions set forth in this Resolution, and that the Mayor and City Clerk be authorized to execute the vacation agreement, upon form approval by the City Attorney.

**NOW THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby approve, on second reading/public hearing of this Resolution, the vacation of the (1) the Abbott Court Alley described in Exhibit "A"; and (2) the Normandy Beach Court Alley described in Exhibit "B", in favor of the abutting property owners, Abbott Avenue Partners, LLC; Pumps at 71, LLC; and 7433 Collins Ave. Corp.; further, providing that the vacation of the City Alleys shall be subject to and conditioned upon the Applicant's delivery of certain public benefits to the City, including dedication of the New City Alley, as described in Exhibit "C", with approximately 2,543 square feet of the New City Alley to be dedicated for public use as an alley for pedestrian and vehicular travel, and with approximately 2,198 square feet of the New City Alley to be dedicated as a new stormwater retention area, and improved as a bioswale, at Applicant's sole cost and expense, as described in Exhibit "D"; further, waive, by 5/7ths vote, the competitive bidding requirement, pursuant to Section 82-39, finding such waiver to be in the best interest of the City; further, authorize the Administration to finalize a vacation agreement that

incorporates the conditions set forth in this Resolution, and further authorize the Mayor and City Clerk to execute the vacation agreement, subject to form approval by the City Attorney.

**PASSED and ADOPTED** this ___ day of July, 2019.

**ATTEST:**

_____
Dan Gelber, Mayor

_____
Rafael G. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/23/19 Date
RAP

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

**11:50 a.m. Public Hearing**

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE EIGHTH AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2018/19.

---

**Legislative Tracking**
Budget and Performance Improvement

**ATTACHMENTS:**

**Description**

- MEMO - 8th Amendment to the FY 2019 Capital Budget
- Resolution- 8th Capital Budget Amendment

MIAMIBEACH

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

# COMMISSION MEMORANDUM

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 31, 2019

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE EIGHTH AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2018/19.**

## ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

## BACKGROUND

Planning for capital improvements is an ongoing process; as needs change within the City of Miami Beach ("the City"), capital programs and priorities must be adjusted accordingly. The Capital Improvement Plan ("CIP") serves as the primary planning tool for systematically identifying, prioritizing and assigning funds to critical City capital development, improvements and associated needs.

The City's CIP process begins in the spring when all departments are asked to prepare capital improvement updates and requests on the department's ongoing and proposed capital projects. Individual departments prepare submittals identifying potential funding sources and requesting commitment of funds for their respective projects.

The CIP is updated annually and submitted to the City Commission for adoption. The 2018/19 – 2022/23 Capital Improvement Plan and FY 2018/19 Capital Budget was adopted on September 26, 2018 by Resolution 2018-30515.

The First Amendment to the FY 2018/19 Capital Budget was approved on November 14, 2018 by Resolution 2018-30610. The Second Amendment to the FY 2018/19 Capital Budget was approved on December 12, 2018 by Resolution 2018-30649. The Third Amendment to the FY 2018/19 Capital Budget was approved on January 16, 2019 by Resolution 2019-30681. The Fourth Amendment to the FY 2018/19 Capital Budget was approved on March 13, 2019 by Resolution 2019-30753. The Fifth Amendment to the FY 2018/19 Capital Budget was approved on April 10, 2019 by Resolution 2019-30792. The Sixth Amendment to the FY 2018/19 Capital Budget was approved on May 8, 2019 by Resolution 2019-30825. The Seventh Amendment to the FY 2018/19 Capital Budget was approved on July 17, 2019 by Resolution 2019-30891.

Section 166.241(4) (c.), Florida Statutes, requires that a municipality's budget amendment must be adopted in the same manner as the original budget. The Administration recommends adopting the Resolution for the Eighth Amendment to the FY 2018/19 Capital Budget.

**EIGHTH AMENDMENT TO THE FY 2018/19 CAPITAL BUDGET**

The Eighth Amendment to the FY 2018/19 Capital Budget totals an overall increase of $7,091,168.00 and realigns $62,890.00 to provide additional funding for, and to reallocate funding between, the following capital projects:

1. **Rue Vendome Public Plaza**: The scope of this project includes the reconstruction of Rue Vendome around the Normandy Fountain to create an open, at-grade, public plaza. Construction bids were received and came in higher than expected. This proposed budget amendment is necessary in order to fully fund the cost of the project based on the bids received.

   Funding for this amendment would come from the Capital Reserve fund balance (Fund 304), in the amount of $419,110.00, as well as the realignment of $62,890.00 of Capital Reserve funds previously appropriated to the project outlined below:

   - Biscayne Pointe Island Entryway - $62,890.00 (project has been completed with savings)

| | |
|---|---|
| Prior Years' Appropriations | $ 1,754,000.00 |
| July 31, 2019 Budget Amendment | 482,000.00 |
| **Proposed Total Appropriations** | **$ 2,236,000.00** |

2. **Indian Creek Street Drainage Improvements**: This is a Florida Department of Transportation (FDOT) roadway reconstruction and drainage improvement project. The scope of the project includes: raising the elevation of the roads; installing a new drainage system; reconstructing impacted driveways and pedestrian accesses, along with other harmonization related work; completing construction of a pump station; providing new street lights; and replacing all other pedestrian features located within the existing right of way.

   This proposed budget amendment includes $2,250,000 needed to award the full contract for the roadway, $1,543,058 in non-reimbursable expenses associated with some of the interim work and other project related costs that FDOT did not agree to cover and $1,800,000 in funds related to completion of the seawall. This amendment will allow for the completion of both the entire roadway and seawall projects.

   Funding for this proposed amendment would come from the Storm Water Projects-MDC ILA fund balance (Fund 433).

| | |
|---|---|
| Prior Years' Appropriations | $ 9,500,368.00 |
| July 31, 2019 Budget Amendment | 5,593,058.00 |
| **Proposed Total Appropriations** | **$ 15,093,426.00** |

3. **Affordable Housing Property at 795 81st Street (Building Acquisition):** On July 2, 2018, the City Commission approved Resolution 2018-30374, which appropriated $1,079,000.00 in the General Fund to be used for repayment to the U.S. Department of Housing and Urban Development (HUD), in order to comply with the decision of

the Office of the Inspector General Audit and as recommended by Letter to Commission (580-2017) on December 5, 2017.

HUD subsequently provided wiring instructions for the repayment of the federal funds that would be returned to the City's Line of Credit Control System (LOCCS) and be made available for expenditure by the City, in compliance with the rules and deadlines specified by HUD.

This proposed amendment would appropriate the funding for the acquisition of a qualifying multi-family property, identified by the Administration at 795 81st Street, for a total sum not to exceed $1,079,000.00 (inclusive of closing costs), as recommended by the Administration and adopted by Resolution 2018-30551.

This acquisition would ensure that workforce housing, for key industry workers, is available in suitable locations throughout the City. The availability of affordable housing has been a priority for the City and is critical to its economic growth. This opportunity to add to the City' affordable housing stock has materialized as a result of the City's resolution of past compliance issues with HUD.

| | |
|---|---|
| Prior Years' Appropriations | $ 0.00 |
| July 31, 2019 Budget Amendment | 1,079,000.00 |
| **Proposed Total Appropriations** | **$ 1,079,000.00** |

JLM/JW/TOS

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE EIGHTH AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2018/19.**

**WHEREAS,** on September 26, 2018, the final Capital Improvement Plan for Fiscal Years 2018/19 – 2022/23 and the final Capital Budget for FY 2018/19 were adopted via Resolution No. 2018-30515; and

**WHEREAS,** on November 14, 2018, the First Amendment to the Capital Budget for FY 2018/19 was adopted via Resolution No. 2018-30610; and

**WHEREAS,** on December 12, 2018, the Second Amendment to the Capital Budget for FY 2018/19 was adopted via Resolution No. 2018-30649; and

**WHEREAS,** on January 16, 2019, the Third Amendment to the Capital Budget for FY 2018/19 was adopted via Resolution No. 2019-30681; and

**WHEREAS,** on March 13, 2019, the Fourth Amendment to the Capital Budget for FY 2018/19 was adopted via Resolution No. 2019-30753; and

**WHEREAS,** on April 10, 2019, the Fifth Amendment to the Capital Budget for FY 2018/19 was adopted via Resolution No. 2019-30792; and

**WHEREAS,** on May 8, 2019, the Sixth Amendment to the Capital Budget for FY 2018/19 was adopted via Resolution No. 2019-30825; and

**WHEREAS,** on July 17, 2019, the Seventh Amendment to the Capital Budget for FY 2018/19 was adopted via Resolution No. 2019-30891; and

**WHEREAS,** pursuant to Section 166.241(4)(c) of the Florida Statutes, the City's budget amendments must be adopted in the same manner as the original adopted budget; and

**WHEREAS,** further, it is recommended by the Administration that the FY 2018/19 Capital Budget be amended to increase appropriations by $7,091,168.00 as highlighted in Attachments A, "Projects"; B, "Source of Funds"; and C, "Programs"; and to re-appropriate $62,890.00 as highlighted in Attachment A, "Projects."

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Commission hereby adopt the Eighth Amendment to the Capital Budget for Fiscal Year 2018/19 as set forth in Attachments A, "Projects"; B, "Source of Funds"; and C, "Programs."

**PASSED AND ADOPTED** this 31st day of July 2019.

**ATTEST:**

_____
Dan Gelber, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney RAP 7/25/19 Date

**ATTACHMENT A**
**FY 2018/19 CAPITAL BUDGET**
**PROJECTS**
**AMENDED 7/31/2019**

| Capital Project Name | Amended FY19 Capital Budget | Amended 7/31/19 | Revised Capital Budget |
|---|---|---|---|
| Rue Vendome Public Plaza (Project # 28610) | 1,754,000.00 | 482,000.00 | 2,236,000.00 |
| Biscayne Pointe Island Entryway (Project # 64170) | 400,000.00 | (62,890.00) | 337,110.00 |
| Indian Creek Street Drainage Imp. (Project # 21220) | 9,500,368.00 | 5,593,058.00 | 15,093,426.00 |
| Affordable Housing Property at 795 81st Street (Project # 65418) | - | 1,079,000.00 | 1,079,000.00 |
| **Total** | **$ 11,654,368.00** | **$ 7,091,168.00** | **$ 18,745,536.00** |

*NOTE:*
*i) $62,890.00 of funding for the Rue Vendome Public Plaza project will come from the Biscayne Pointe Island Entryway project, which was completed with savings.*

**ATTACHMENT B**
**FY 2018/19 CAPITAL BUDGET**
**SOURCE OF FUNDS**
**AMENDED 7/31/2019**

| Funding Source | Amended FY19 Capital Budget | Amended 7/31/19 | Revised Capital Budget |
|---|---|---|---|
| Capital Renewal & Replacement | $ 1,255,000.00 | | $ 1,255,000.00 |
| Comm. Dev. Block Grant | - | 336,500.00 | 336,500.00 |
| Comm. Dev. Block Grant | 598,046.00 | | 598,046.00 |
| 7th Street Garage | 50,000.00 | | 50,000.00 |
| HOME Invest Part. Prog. Grant | - | 742,500.00 | 742,500.00 |
| Fees In Lieu of Parking | (3,507,971.55) | | (3,507,971.55) |
| Concurrency Mitigation Fund | 6,641,000.00 | | 6,641,000.00 |
| RDA City Center Renewal & Replacement | 138,000.00 | | 138,000.00 |
| RDA - Non TIF | (6,865,154.00) | | (6,865,154.00) |
| 3 Cent Local Options Gas Tax (LOGT) | 559,000.00 | | 559,000.00 |
| HOME Invest Part. Prog. Grant | 478,580.00 | | 478,580.00 |
| Half Cent Transit Surtax-Cnty | 797,000.00 | | 797,000.00 |
| Capital Projects Financed By Other Funds | 4,198,225.00 | | 4,198,225.00 |
| Pay As You Go - Capital Fund | 3,711,585.00 | | 3,711,585.00 |
| Capital Reserve | 743,213.45 | 419,110.00 | 1,162,323.45 |
| Resort Tax - South Beach | 1,311,000.00 | | 1,311,000.00 |
| Resort Tax - Mid Beach | 1,249,000.00 | | 1,249,000.00 |
| Resort Tax - North Beach | 796,000.00 | | 796,000.00 |
| MDC ILA | 8,128,656.00 | | 8,128,656.00 |
| Line of Credit | (1,630,900.00) | | (1,630,900.00) |
| RDA City Center Capital Fund | 20,000,000.00 | | 20,000,000.00 |
| Gulf Breeze Bond Fund | 15,483.69 | | 15,483.69 |
| 1996 RCP 15M GO Bond | 5,566.00 | | 5,566.00 |
| 1999 GO Bonds Fire Safety | 10,859.34 | | 10,859.34 |
| 2003 GO Bonds Fire Safety | 3,503.57 | | 3,503.57 |
| 2003 GO Bonds Parks & Rec | 46,349.00 | | 46,349.00 |
| 2019 GO Bonds – Parks | 86,733,000.00 | | 86,733,000.00 |
| 2019 GO Bonds – Public Safety | 36,406,000.00 | | 36,406,000.00 |
| 2019 GO Bonds – Neighborhoods & Infrastructure | 28,000,000.00 | | 28,000,000.00 |
| Water & Sewer Projects funded from Operations | 440,468.23 | | 440,468.23 |
| 2017 Water & Sewer Bonds | 3,512,500.00 | | 3,512,500.00 |
| 2017 Storm Water Bonds | 13,324,330.75 | | 13,324,330.75 |
| Storm Water Projects - MDC ILA | 2,200,000.00 | 5,593,058.00 | 7,793,058.00 |
| Convention Center Operating Fund | 1,744,950.00 | | 1,744,950.00 |
| RDA Garages | 100,000.00 | | 100,000.00 |
| Penn Garage Fund | 135,000.00 | | 135,000.00 |
| Parking Operations | (160,000.00) | | (160,000.00) |
| 2010 Parking Bonds | 1,213,551.00 | | 1,213,551.00 |
| Parking Capital not Bonds | 4,265,449.00 | | 4,265,449.00 |
| Fleet Management | 3,030,000.00 | | 3,030,000.00 |
| Communications Fund | 59,000.00 | | 59,000.00 |
| **Total Appropriation as of 7/31/2019** | **$ 219,736,290.48** | **$ 7,091,168.00** | **$ 226,827,458.48** |

*NOTE:*
*i) $62,890.00 of funding for the Rue Vendome Public Plaza project will come from the Biscayne Pointe Island Entryway project, which was completed with savings.*

**ATTACHMENT C**
**FY 2018/19 CAPITAL BUDGET**
**PROGRAMS**
**AMENDED 7/31/2019**

| Program Area | Amended FY19 Capital Budget | Amended 7/31/19 | Revised Capital Budget |
|---|---|---|---|
| Bridges | $ 820,657.00 | | $ 820,657.00 |
| Convention Center | 1,500,000.00 | | 1,500,000.00 |
| Environmental | 2,876,000.00 | | 2,876,000.00 |
| Equipment | 19,308,000.00 | | 19,308,000.00 |
| General Public Buildings | 10,626,805.00 | 1,079,000.00 | 11,705,805.00 |
| Golf Courses | 124,000.00 | | 124,000.00 |
| Lighting | 6,041,000.00 | | 6,041,000.00 |
| Parking Lots | 341,000.00 | | 341,000.00 |
| Parks | 85,884,500.00 | | 85,884,500.00 |
| Renewal & Replacement | 17,294,875.60 | | 17,294,875.60 |
| Seawalls | 8,000,000.00 | | 8,000,000.00 |
| Streets/ Sidewalk Improvements | 47,361,343.43 | 419,110.00 | 47,780,453.43 |
| Transit/ Transportation | 12,043,028.45 | | 12,043,028.45 |
| Utilities | 7,515,081.00 | 5,593,058.00 | 13,108,139.00 |
| **Total Appropriation as of 7/31/2019** | **$ 219,736,290.48** | **$ 7,091,168.00** | **$ 226,827,458.48** |

*NOTE:*
*i) $62,890.00 of funding for the Rue Vendome Public Plaza project will come from the Biscayne Pointe Island Entryway project, which was completed with savings.*

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA SETTING 1) THE PROPOSED OPERATING MILLAGE RATE; 2) THE REQUIRED DEBT SERVICE MILLAGE RATE; 3) THE CALCULATED "ROLLED-BACK" RATE; AND, 4) THE DATE, TIME, AND PLACE OF THE FIRST PUBLIC HEARING TO CONSIDER THE MILLAGE RATES AND BUDGETS FOR FISCAL YEAR (FY) 2020; AND, FURTHER AUTHORIZING THE CITY MANAGER TO TRANSMIT THIS INFORMATION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER IN THE FORM REQUIRED BY SECTION 200.065, FLORIDA STATUTES.

---

**Legislative Tracking**
Budget and Performance Improvement

**ATTACHMENTS:**

**Description**

- MEMO - FY 2020 Proposed General Fund Millage
- Resolution

MIAMIBEACH

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

# COMMISSION MEMORANDUM

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 31, 2019

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA SETTING 1) THE PROPOSED OPERATING MILLAGE RATE; 2) THE REQUIRED DEBT SERVICE MILLAGE RATE; 3) THE CALCULATED "ROLLED-BACK" RATE; AND, 4) THE DATE, TIME, AND PLACE OF THE FIRST PUBLIC HEARING TO CONSIDER THE MILLAGE RATES AND BUDGETS FOR FISCAL YEAR (FY) 2020; AND, FURTHER, AUTHORIZING THE CITY MANAGER TO TRANSMIT THIS INFORMATION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER IN THE FORM REQUIRED BY SECTION 200.065, FLORIDA STATUTES**

## ADMINISTRATION RECOMMENDATION

The Administration recommends that the Mayor and City Commission adopt the attached Resolution, which authorizes the City Manager to transmit the following information to the Miami-Dade County Property Appraiser:

1) Proposed Millage Rates for FY 2020:

| | |
|---|---|
| General Millage | 5.6298 mills |
| Capital Renewal & Replacement Millage | 0.0235 mills |
| Pay-As-You-Go (PayGo) Millage | 0.0755 mills |
| Total General Operating Millage | 5.7288 mills (same as last year) |
| Voted Debt Service Millage | 0.2933 mills (0.1333 increase over last year) |
| Total Combined Millage | 6.0221 mills |

2) "Rolled-Back" Rate 5.5522 mills

3) The first public hearing to consider the proposed millage rates and budgets for FY 2020 shall be held on Wednesday, September 11, 2019, at 5:01 P.M., in the City Commission Chambers at 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139.

The "rolled-back" millage rate for FY 2020 is the millage rate required to produce the same level of property tax revenues in the General Fund in FY 2020 as anticipated to be received in FY 2019. It is important to note that the overall January 1, 2018 citywide tax roll declined by almost $696.4 million between the July 1, 2018 certified valuation and the July 1, 2019 final valuation due to appeals, adjustments, etc., which is part of the reason the FY 2020 "rolled-back" rate is 0.1766 mills lower than the FY 2019 General Operating millage rate and is lower than it would have been if the "rolled-back" rate was only adjusted for the increase in revenues generated by higher property values. The area outside of the City Center Redevelopment Area (RDA), which impacts

General Fund revenues directly, decreased in value by approximately $501.1 million during the same period.

The proposed millage rate for FY 2020 provides funding to offset increases for personnel costs, such as an increase in the annual required pension contributions, a 1 percent Cost of Living Adjustment (COLA) effective April 1, 2020; a 5 percent Step increase for all Fraternal Order of Police (FOP) and International Association of Fire Fighters (IAFF) personnel; a 0-3 percent performance-based merit increase for all non-FOP and IAFF personnel; the impact of annualized costs for expenditures approved by the Mayor and City Commission mid-year during FY 2019 including, but not limited to the STEAM Program and re-organization of the Tourism, Culture, and Economic Development Department into two separate departments; and other increases in operating and internal services funds expenditures.

There are two main components to the City's Total Combined millage rate. An Operating millage rate and the Voted Debt Service millage rate. The Operating millage rate, which is comprised of a General, a Renewal and Replacement, and a Pay-As-You-Go (PayGo) component, funds General Fund operating and capital expenditures while the Voted Debt Service millage rate funds debt service for outstanding General Obligation (G.O.) bonds.

On November 6, 2018, the City of Miami Beach voters approved the issuance of a $439 million G.O. Bond to fund a total of 57 capital projects citywide, ranging from vertical construction, roadwork, park constructions and renovations, technology implementation, renewals and repairs, and underground infrastructure work. The required FY 2020 Voted Debt Service millage rate would provide for funding of the first tranche, totaling $153 million, of the $439 million G.O. Bond program through the assessment, levy, and collection of ad-valorem tax on all property within the City and the full faith, credit, and taxing power of the City pledged to the payment of the principal and interest on the bonds issued as part of the voter-approved G.O. Bond Program.

For FY 2020, the total required debt service payment is $11.8 million, which requires the levy of a Voted Debt Service millage rate of 0.2933 mills. The FY 2020 Voted Debt Service millage rate is 0.1333 mills more than the Voted Debt Service millage rate adopted in FY 2019 of 0.1600 mills due to the new voter-approved G.O. Bond Program. The required $11.8 million payment for FY 2020 is comprised of remaining debt service on the City's outstanding 2011 G.O. Bonds of $4.7 million, plus $7.1 million attributed to the new voter-approved G.O. Bond Program.

It is important to note that the required FY 2020 Voted Debt Service millage rate is reflective of approximately $621,000 in anticipated debt service savings resulting from refunding of the City's 2003 G.O. Bonds during FY 2019 that will be carried forward and utilized to fund the required FY 2020 debt service payment for the City's outstanding 2011 and 2019 G.O. bonds.

| | FY 2019 Adopted | FY 2020 Proposed | Increase/ (Decrease) |
|---|---|---|---|
| General | 5.6298 | 5.6298 | 0.0000 |
| Capital Renewal & Replacement | 0.0235 | 0.0235 | 0.0000 |
| Pay-As-You-Go (PayGo) | 0.0755 | 0.0755 | 0.0000 |
| **Total General Operating Millage** | **5.7288** | **5.7288** | **0.0000** |
| Debt Service | 0.1600 | 0.2933 | 0.1333 |
| **Total Combined Millage** | **5.8888** | **6.0221** | **0.1333** |

## ANALYSIS OF PROPERTY VALUES IN MIAMI BEACH

On July 1, 2019, the City received the 2019 Certification of Taxable Value from the Miami-Dade County Property Appraiser indicating that the overall taxable value for the City of Miami Beach was $40.1 billion, including $302.5 million in new construction. Overall, this represents a 3.1 percent increase in values from the 2018 Certification of Taxable Value provided by the Miami-Dade County Property Appraiser on July 1, 2018.

| | July 2018 Certified | July 2019 Certified | $ Change | % Change |
|---|---|---|---|---|
| Property Assessment | | | | |
| Existing Values | 38,701,545,195 | 39,796,383,821 | 1,094,838,626 | 2.8% |
| New Construction | 186,115,906 | 302,508,638 | 116,392,732 | 62.5% |
| Total Citywide | 38,887,661,101 | 40,098,892,459 | 1,211,231,358 | 3.1% |
| City Center RDA | -5,993,199,959 | -6,258,372,786 | -265,172,827 | 4.4% |
| Total Citywide - Net of City Center RDA | 32,894,461,142 | 33,840,519,673 | 946,058,531 | 2.9% |
| Property Tax Revenue Projection | 182,168,000 | 187,389,000 | 5,221,000 | 2.9% |

Further, the following table shows the difference between the 2019 Certification of Taxable Value from the Miami-Dade Property Appraiser as of July 1, 2019 and the 2019 Estimated Taxable Value as of June 1, 2019 provided by the Miami-Dade County Property Appraiser.

| | June 2019 Preliminary | July 2019 Certified | $ Change | % Change |
|---|---|---|---|---|
| Property Assessment | | | | |
| Existing Values | 39,800,000,000 | 39,796,383,821 | -3,616,179 | -0.01% |
| New Construction | 235,000,000 | 302,508,638 | 67,508,638 | 28.7% |
| Total Citywide | 40,035,000,000 | 40,098,892,459 | 63,892,459 | 0.2% |
| City Center RDA | -6,292,859,957 | -6,258,372,786 | -34,487,171 | -0.5% |
| Total Citywide - Net of City Center RDA | 33,742,140,043 | 33,840,519,673 | 98,379,630 | 0.3% |
| Property Tax Revenue Projection | 186,863,000 | 187,389,000 | 526,000 | 0.3% |

Preliminary property tax revenue projections as of June 1, 2019 assumed property values within the City Center RDA would increase by approximately 5.0 percent over the 2018 Certification of Taxable Value based on historical trends. However, based on the 2019 Certification of Taxable Value provided by the Miami-Dade County Property Appraiser's Office as of July 1, 2019, property values within the City Center RDA increased approximately 4.4 percent, thereby slightly increasing citywide General Fund property tax revenues by a greater percentage than originally projected as of June 1, 2019.

Lastly, citywide taxable values, excluding the City Center RDA district as of July 1, 2019, increased from $32.9 billion to $33.8 billion, which is an increase of approximately $946.1 million, or 2.9 percent, over the 2018 Certification of Taxable Value provided by the Miami-Dade Property Appraiser.

| | January 1, 2018 Value (in billions) | | | | January 1, 2019 Value (in billions) | | |
|---|---|---|---|---|---|---|---|
| | July 1, 2018 (FY2019 Budget) | Revised Value (FY2019 Projection) | Change in 2018 Values | % Chg. | July 1, 2019 (FY2020 Budget) | $ Chg. | % Chg. |
| Total Citywide | 38.888 | 38.191 | (0.696) | -1.8% | 40.099 | 1.211 | 3.1% |
| City Center RDA | 5.993 | 5.798 | (0.195) | -3.3% | 6.258 | 0.265 | 4.4% |
| Citywide - Net of City Center RDA | 32.894 | 32.393 | (0.501) | -1.5% | 33.841 | 0.946 | 2.9% |

## VALUE OF ONE MILL OF TAXABLE VALUE

The first building block in developing a municipal budget is the establishment of the value of one mill of taxation, wherein the mill is defined as $1.00 of ad valorem tax for every $1,000 of property value. For the City of Miami Beach, the value for each mill for the proposed FY 2020 budget is determined by the 2019 Certification of Taxable Value, which has been set at $40.1 million per mill levied. Florida Statutes permit a discount of up to five percent for early payment discounts, delinquencies, etc. Therefore, the 95 percent value of one mill citywide is approximately $38.1 million. Net of Center City RDA tax increment available to the General Fund, the value of one mill at 95 percent is approximately $32.7 million.

## DETERMINING THE VOTED DEBT SERVICE MILLAGE LEVY

On November 6, 2018, the City of Miami Beach voters approved the issuance of a $439 million G.O. Bond to fund a total of 57 capital projects citywide, ranging from vertical construction, roadwork, park constructions and renovations, technology implementation, renewals and repairs, and underground infrastructure work. The required FY 2020 Voted Debt Service millage rate would provide for funding of the first tranche, totaling $153 million, of the $439 million G.O. Bond program through the assessment, levy, and collection of ad-valorem tax on all property within the City and the full faith, credit, and taxing power of the City pledged to the payment of the principal and interest on the bonds issued as part of the voter-approved G.O. Bond Program.

For FY 2020, the total required debt service payment is $11.8 million, which requires the levy of a Voted Debt Service millage rate of 0.2933 mills. The FY 2020 Voted Debt Service millage rate is 0.1333 mills more than the Adopted FY 2019 Voted Debt Service millage rate of 0.1600 due to the new G.O. Bond Program. The required $11.8 million payment for FY 2020 is comprised of remaining debt service required for the City's outstanding 2011 G.O. Bonds of $4.7 million, plus $7.1 million attributed to the new voter-approved G.O. Bond Program.

It is important to note that the required FY 2020 Voted Debt Service millage rate is reflective of approximately $621,000 in anticipated debt service savings resulting from refunding of the City's 2003 G.O. Bonds during FY 2019 that will be carried forward and utilized to fund the required FY 2020 debt service payment for the City's outstanding 2011 and 2019 G.O. bonds.

## IMPACT OF PROPOSED MILLAGE LEVY IMPACT ON PROPERTY OWNERS

### Homesteaded Properties

In 1992, voters approved an amendment to the Florida Constitution known as Amendment 10, or Save Our Homes (SOH). SOH is an assessment limitation, or "cap", on increases in the assessed value of a homestead residence. Those increases are limited to 3 percent or the percent change in the CPI (Consumer Price Index), whichever is less. The "cap" goes into effect beginning the year after a homestead exemption is granted.

Based on property values as of July 1, 2019, the median value of homesteaded property in Miami Beach is $195,522 while the average is $500,407. The impact of the City's proposed FY 2020 Total Combined millage rate of 6.0221 mills on the median homesteaded property within the City would be an increase of $33 while the impact to the average value homesteaded property within the City would be an increase of $106 as summarized in the table below.

| Homesteaded Properties | | | | |
|---|---|---|---|---|
| | FY 2019 | | FY 2020 | |
| | Median** | Average** | Median** | Average** |
| **Preliminary Taxable Value**** | **$ 194,251** | **$493,753** | **$ 195,522** | **$ 500,407** |
| **City of Miami Beach** | | | | |
| Operating | $ 1,113 | $ 2,829 | $ 1,120 | $ 2,867 |
| Voted Debt | 31 | 79 | 57 | 147 |
| **Total Miami Beach** | **$ 1,144** | **$ 2,908** | **$ 1,177** | **$ 3,014** |
| **$ Change in Taxes** | | | | |
| Operating | | | **$ 7** | **$ 38** |
| Voted Debt | | | **26** | **68** |
| **Total Miami Beach** | | | **$ 33** | **$ 106** |
| **Source: Miami-Dade County Property Appraiser's – 2018 and 2019- Preliminary Average-Median-Homestead-Residential-Values files | | | | |

## Additional Millage Rate Analysis

At the June 28, 2019 FCWPC meeting, it was requested that the Administration provide an analysis of the additional millage rate that would be necessary to fully fund the City's current capital renewal and replacement needs for FY 2020. Based on the 2019 Certified Taxable Values provided by the Miami-Dade County Property Appraiser's Office and the City's Total Combined millage rate proposed for FY 2020, the table below reflects different levels of additional funding for renewal and replacement of General Fund capital assets, including the actual amounts of unfunded FY 2020 Capital Renewal and Replacement (*$4.5 million) and Capital Pay-As-You-Go (*$7.0 million) requests, along with the additional necessary millage rate increases and impacts on the median and average value of homesteaded property in Miami Beach as of July 1, 2019 reflected above.

| $ Additional Funding | Additional Millage Required | Additional $ Impact on Median Value | Additional $ Impact on Average Value |
|---|---|---|---|
| 1,000,000 | 0.0306 | 6 | 15 |
| 4,504,000* | 0.1377 | 27 | 69 |
| 5,000,000 | 0.1529 | 30 | 76 |
| 7,019,000* | 0.2146 | 42 | 107 |
| 10,000,000 | 0.3057 | 60 | 153 |

It is important to note that any of the additional funding levels reflected above, corresponding required millage rate, and additional impact on the average median and average homesteaded property, if approved by the City Commission, would be in addition to the impact from the current Total Combined millage rate proposed for FY 2020. For example, if the current Total General Operating millage rate of 6.0221 proposed for FY 2020 were increased by 0.1377 mills to 6.1598 (additional $4.5 million for unfunded capital requests), the cumulative impact on the median homesteaded property within the City would be an increase of $60 instead of $33 while the impact to the average value homesteaded property within the City would be an increase of $175 instead of $106.

**Historical Perspective**

It is important to note that in prior years, the City of Miami Beach significantly reduced tax rates as property values increased. Between FY 2000 and FY 2010, property tax rates declined approximately 2.8 mills. In FY 2008 alone, the property tax rate declined by approximately 1.8 mills with annual savings to the average homesteaded property of over $400. In addition, in FY 2006 and FY 2007, the City funded $200 and $300 homeowner dividends paid to homesteaded property owners in the City. The City's Total Combined millage rates for FY 2017, FY 2018, and FY 2019 were the lowest it has been in at least 20 years.

## STATUTORY REQUIREMENTS

Florida Statute 200.065, entitled "Method of Fixing Millage," establishes specific guidelines that must be used by all local government entities in setting millage (property tax) rates. Under the Florida Statute, the City is required, within 35 days of receipt of the "Certification of Taxable Value" (received July 1, 2019), to advise the Miami-Dade County Property Appraiser of the proposed Total General Operating millage rate, the calculated "rolled-back" rate and the date, time, and place of the first public hearing to consider the proposed millage rates and budgets for FY 2020. The required Voted Debt Service millage rate must also be set at the same time as the Total General Operating millage rate.

After setting the proposed FY 2020 millage rate, the Mayor and City Commission may, at any time prior to the final adoption, lower the rates by adjusting priorities. However, increasing the millage rate may only be accomplished by an expensive mailing and advertising process to every property owner on Miami Beach. The City's proposed operating millage rate as well as that of other taxing authorities will be included in the Truth-in-Millage (TRIM) statement sent to each property owner in the City.

## MAXIMUM MILLAGE DETERMINATION

As presented at the May 21, 2019 Commission Budget Workshop and Finance and Citywide Projects Committee (FCWPC) Budget Briefings, the FY 2020 Total General Operating millage rate is proposed at 5.7288 mills, which reflects no change from the prior year FY 2019 adopted Total General Operating millage rate. Based on the July 1, 2019 Certification of Taxable Value received from the Miami-Dade County Property Appraiser, the levy of 5.7288 mills would generate approximately $187.4 million in General Fund property tax revenues, which is an increase of $5.2 million over FY 2019 budgeted property tax revenues Citywide (net of the City Center RDA).

Further, pursuant to State Statute, the City may elect to approve millage rates above the "rolled-back" rate up to the constitutional cap of 10 mills, subject to the following votes by the Commission or referendum:

- Option I: A majority approval of the Mayor and City Commission is required to approve a millage up to 6.1727 mills (equivalent to a 3.39% increase in Property Tax revenues). The 1.0339 increase is the State per capita personal income gain for the prior calendar year.

- Option II: A two-thirds approval (5 of 7 votes) of the Mayor and City Commission is required to approve a millage up to 6.7900 mills (equivalent to a 10% increase in Property Tax revenues above Option I).

- Option III: A unanimous approval of the Commission or referendum is required to approve a millage above 6.7900 mills.

Adoption of the Total General Operating millage rate of 5.7288 mills proposed for FY 2020 would, therefore, require a majority approval (4 of 7 votes) by the Mayor and City Commission per the State of Florida's Truth-in-Millage (TRIM) requirements.

By August 4, 2019 the City Manager will certify the proposed millage rate to the Miami-Dade County Property Appraiser. The proposed millage rate will be included in the TRIM notices that will be mailed by the Property Appraiser on August 24, 2019. The purpose of the TRIM notice is to notify property owners of how much their property taxes could potentially increase or decrease and which governmental entity is responsible for the taxes levied.

As such, the proposed millage rate effectively sets the "ceiling" for the millage rate during the budget process because it cannot be increased without sending out a new TRIM notice to all property owners in Miami Beach. However, the millage rate can remain the same or be decreased throughout the remainder of the budget process until the final millage rates are adopted by the Mayor and City Commission at the second public hearing to be held on September 25, 2019 at 5:01 p.m.

**FIRST PUBLIC HEARING**

The first public hearing on the proposed operating millage rate and budget for FY 2020 must be held no later than 80 days, or earlier than 65 days, from the start of the TRIM calendar (July 1st). Other guidelines are: 1) The public hearing cannot be scheduled on a Sunday or on those days utilized by Miami-Dade County or the Miami-Dade County School Board for their public hearing; 2) If on a day other than Saturday, it must be held after 5:00 P.M.; and, 3) The principal taxing authority (City of Miami Beach) must adopt its millage rate prior to adopting its annual budget.

Based on these guidelines, the first hearing must be held between September 3, 2019 and September 18, 2019. These dates are unavailable for the following reasons:

| | |
|---|---|
| September 8 and 15 | Sundays |
| September 4 | Miami-Dade County School Board Public Hearing |
| September 5 | Miami-Dade County Public Hearing |

Of the remaining days available, it is recommended that the first public hearing be held on Wednesday, September 11, 2019, at 5:01 P.M., in the City Commission Chambers at 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139.

JLM/JW/TOS

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA SETTING 1) THE PROPOSED OPERATING MILLAGE RATE; 2) THE REQUIRED DEBT SERVICE MILLAGE RATE; 3) THE CALCULATED "ROLLED-BACK" RATE; AND, 4) THE DATE, TIME, AND PLACE OF THE FIRST PUBLIC HEARING TO CONSIDER THE MILLAGE RATES AND BUDGETS FOR FISCAL YEAR (FY) 2020; AND, FURTHER, AUTHORIZING THE CITY MANAGER TO TRANSMIT THIS INFORMATION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER IN THE FORM REQUIRED BY SECTION 200.065, FLORIDA STATUTES.**

**WHEREAS**, Section 200.065, Florida Statutes, has specified the method by which municipalities set the millage rate and adopt an annual budget; and

**WHEREAS**, development of the FY 2020 budget began early in the year and has included several discussions with the Mayor and City Commission that included a review of priorities, economic projections, and their impacts on the budget and preliminary projected revenues and expenditures; and

**WHEREAS**, over the last several years, the City of Miami Beach has adopted budgets that have provided tax and fee relief, while at the same time providing improved levels of services that address needs and priorities identified by the community; and

**WHEREAS**, maintaining and enhancing the City's priorities have become increasingly more challenging due to a slowdown in the increase of property values, declining property tax rates, and increasing personnel costs that include pension-related costs; and

**WHEREAS**, the July 1, 2019 Certification of Taxable Value from the Miami-Dade County Property Appraiser reflects an overall increase of 3.1 percent in citywide property tax values from the July 1, 2018 Certification of Taxable Value, a 4.4 percent increase in property tax values in the City Center Redevelopment Area (RDA), and a 2.9 percent increase in property tax values outside of the City Center RDA, which directly impacts General Fund property tax revenues; and

**WHEREAS**, based on the July 1, 2019 Certification of Taxable Value from the Miami-Dade County Property Appraiser, it is proposed that the City's Total General Operating millage rate for FY 2020 remain the same at 5.7288 mills while the Voted Debt Service millage rate for FY 2020 be increased by 0.1333 mills, based on the 3.1 percent increase in the 2019 Certification of Taxable Value from the Miami-Dade County Property Appraiser; and

**WHEREAS**, the City's current Total General Operating millage rate of 5.7288 that is proposed to remain the same for FY 2020 is comprised of a General millage that funds operating costs in the General Fund, a Capital Pay-As-You-Go (PayGo) millage that funds General Fund capital projects, and a Capital Renewal and Replacement millage that provides a dedicated source of funding for renewal and replacement projects that extend the useful life of General Fund capital assets; and

**WHEREAS**, the City's Voted Debt Service millage rate increase of 0.1333 mills proposed for FY2020, which increases the Voted Debt Service millage rate from the adopted FY 2019 rate of 0.1600 to the proposed FY 2020 rate of 0.2933 mills, is necessary to fund the debt service from the first tranche of General Obligation bonds, totaling $153 million, of the overall $439 million General Obligation (G.O.) Bond program approved by the voters on November 6, 2018; and

**WHEREAS**, the City of Miami Beach is required to notify the Miami-Dade County Property Appraiser of the Proposed Millage Rates, the "rolled-back" rate, and the date, time, and place of the first public hearing; and

**WHEREAS**, the January 1, 2018 tax roll declined by $696.4 million between the certified July 1, 2018 valuation and the final July 1, 2019 valuation due to appeals and adjustments, which is part of the reason why the FY 2020 "rolled-back" rate is 5.5522, which is 0.1766 mills lower than the adopted FY 2019 Total General Operating millage rate of 5.7288 mills.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the following recommendations of the Administration be and are hereby ratified for transmittal to the Miami-Dade County Property Appraiser, as specified in Section 200.065, Florida Statutes:

1) Proposed Millage Rates for FY 2020:

| | |
|---|---|
| General Millage | 5.6298 mills |
| Capital Renewal & Replacement Millage | 0.0235 mills |
| Pay-As-You-Go (PayGo) Millage | 0.0755 mills |
| Total General Operating Millage | 5.7288 mills (same as last year) |
| Voted Debt Service Millage | 0.2933 mills (0.1333 increase over last year) |
| Total Combined Millage | 6.0221 mills |

2) "Rolled-Back" Rate 5.5522 mills

3) The first public hearing to consider the proposed millage rates and budgets for FY 2020 shall be held on Wednesday, September 11, 2019, at 5:01 P.M., in the City Commission Chambers at 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139.

**PASSED and ADOPTED,** this 31st day of July, 2019.

**ATTEST:**

Dan Gelber, Mayor

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney RAP 7/25/19 Date

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORMANDY SHORES LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT SETTING 1) THE PROPOSED GENERAL OPERATING MILLAGE RATE FOR THE NORMANDY SHORES NEIGHBORHOOD IMPROVEMENT DISTRICT; 2) THE CALCULATED "ROLLED-BACK" RATE; AND, 3) THE DATE, TIME, AND PLACE OF THE FIRST PUBLIC HEARING TO CONSIDER THE OPERATING MILLAGE RATE AND BUDGET FOR FISCAL YEAR (FY) 2020; AND, FURTHER, AUTHORIZING THE CITY MANAGER TO TRANSMIT THIS INFORMATION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER IN THE FORM REQUIRED BY SECTION 200.065, FLORIDA STATUTES.

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**Legislative Tracking**
Budget and Performance Improvement

**ATTACHMENTS:**

**Description**

- FY 2020 Proposed Millage Memo - Normandy Shores
- Resolution

MIAMIBEACH

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

# COMMISSION MEMORANDUM

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy Morales, City Manager

DATE: July 31, 2019

SUBJECT: **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORMANDY SHORES LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT SETTING 1) THE PROPOSED GENERAL OPERATING MILLAGE RATE FOR THE NORMANDY SHORES NEIGHBORHOOD IMPROVEMENT DISTRICT; 2) THE CALCULATED "ROLLED-BACK" RATE; AND, 3) THE DATE, TIME, AND PLACE OF THE FIRST PUBLIC HEARING TO CONSIDER THE OPERATING MILLAGE RATE AND BUDGET FOR FISCAL YEAR (FY) 2020; AND, FURTHER, AUTHORIZING THE CITY MANAGER TO TRANSMIT THIS INFORMATION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER IN THE FORM REQUIRED BY SECTION 200.065, FLORIDA STATUTES**

## ADMINISTRATION RECOMMENDATION

The Administration recommends that the Mayor and City Commission, acting in its capacity as the Board of Directors for the Normandy Shores Local Government Neighborhood Improvement District, adopt the attached Resolution authorizing the City Manager to transmit the following information to the Miami-Dade County Property Appraiser:

1) Proposed Normandy Shores Local Government Neighborhood Improvement District Operating Millage Rate for FY 2020:

   General Operating — 0.8161 mills (same as last year)

2) "Rolled-Back" Rate (Truth-in-Millage) — 0.7810 mills

3) The first public hearing on the Proposed Normandy Shores Local Government Neighborhood Improvement District operating millage rate and budget for FY 2020 shall be held on Wednesday, September 11, 2019, at 5:02 p.m., in the City Commission Chambers at 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139.

## BACKGROUND

The Normandy Shores Local Government Neighborhood Improvement District, which is a dependent taxing district of its principal, the City of Miami Beach, was established in 1994 to provide continual 24-hour security to this gated community; FY 2020 represents its twenty-sixth year of operation.

The District was established by Ordinance 93-2881, and has the authority *"to levy an ad-valorem tax on real and personal property of up to two mills, provided that no parcel of property will be assessed more than $500 annually for such improvements".* During FY 1999, the amount of annual funding to be provided by the City and the dependent status of the District were issues discussed by the Finance and Citywide Projects Committee (FCWPC). A determination was reached that the City would fund 35% percent of the annual cost of the operation of the community gate guard. This cost will eventually be funded from the golf course operation of the Normandy Shores Golf Course. It was further agreed that the City would continue to supplement the District at current levels until both issues were resolved. On August 29, 2002, the Administration met with Normandy Shores Local Government Neighborhood Improvement District representatives and agreed to eliminate the $500 cap on the highest valued home in the District. This enabling legislation was adopted by the City Commission on September 25, 2002, and ensures that the City's contribution from the General Fund remains at 35 percent of the operating budget for the District.

## ANALYSIS

On July 1, 2019, the City received the 2019 Certification of Taxable Value from the Miami-Dade County Property Appraiser indicating that the taxable value for the Normandy Shores Local Government Neighborhood Improvement District was $223.7 million, including $3.9 million of new construction. Overall, this represents an increase of approximately $11.6 million, or 5.5 percent, over the 2018 Certification of Taxable Value of $212.1 million provided by the Miami-Dade County Property Appraiser as of July 1, 2018. It is important to note that the final 2018 tax roll for the Normandy Shores Local Government Neighborhood Improvement District of $210.3 million is approximately $1.8 million, or 0.8 percent, lower than the 2018 Certification of Taxable Value due to appeals, adjustments, etc.

| | July 2018 Certified | July 2019 Certified | $ Change | % Change |
|---|---|---|---|---|
| Property Assessment | | | | |
| Existing Values | 209,647,105 | 219,807,591 | 10,160,486 | 4.8% |
| New Construction | 2,458,268 | 3,896,854 | 1,438,586 | 58.5% |
| Total Normandy Shores | 212,105,373 | 223,704,445 | 11,599,072 | 5.5% |

### Proposed Budget & Millage

The Normandy Shores Local Government Neighborhood Improvement District budget proposed for FY 2020, as reflected in Attachment A, is $297,000, which reflects an increase of $44,000, or 17.4 percent, over the FY 2019 budget adopted and is comprised of the following line-items:

| Items Included in Preliminary FY 2020 Expenditures | $ |
|---|---|
| Contracted Security Guard Services for Guardhouse and Rover | 204,000 |
| Gate Maintenance and Repairs | 30,000 |
| "One-Time" Security Camera System Upgrades | 30,000 |
| Other Guardhouse and Gate Improvements | 27,000 |
| Janitorial Services | 4,000 |
| Utilities | 2,000 |
| **Total** | **$ 297,000** |

The proposed ad valorem millage, approved by the Normandy Shores Homeowners' Association on July 10, 2019 and recommended by the Administration for FY 2020, is 0.8161 mills and reflects no change from the millage rate adopted for FY 2019. Based on the 2019 Certification of Taxable Value provided by the Miami-Dade Property Appraiser as of July 1, 2019, this proposed tax levy would generate proceeds of $182,565, which will be budgeted at approximately 95.3 percent, or $174,000, to account for early payment discounts, delinquencies, etc.

This millage rate will fund the FY 2020 budget proposed for the District, including other guardhouse and gate improvements requested by the Homeowners' Association. It is important to note that the "one-time" security camera system upgrades requested for FY 2020 are not recommended to be funded by the ad valorem millage of 0.8161 proposed for FY 2020. Instead, it is proposed and recommended that this "one-time" expenditure of $30,000 be funded through the use of prior year fund balance. As set forth by Resolution No. 2006-26341, the City can use one-time non-recurring revenue for capital expenditures or one-time expenditures and not to subsidize recurring personnel, operational and maintenance costs. This request for FY 2020 is considered one-time in nature, and as such, can be funded utilizing fund balance.

**Statutory Requirement**

Florida Statute 200.065, entitled "Method of Fixing Millage," establishes specific guidelines that must be used by all local government entities, including dependent taxing districts like Normandy Shores in setting its millage (property tax) rates. Not unlike its principal taxing authority (City of Miami Beach), Normandy Shores is also required to transmit within 35 days from receipt of the Certification of Taxable Value (received July 1, 2019), to the Miami-Dade County Property Appraiser, a proposed operating millage rate, the calculated "rolled-back" rate and the date, time, and place of the first public hearing to consider the proposed operating millage rate and budget for FY 2020.

The "rolled-back" rate is the millage rate required to produce the same level of property tax revenue in FY 2020 as collected in FY 2019. The rate is calculated at 0.7810 mills, which is 0.0351 mills less than the millage rate of 0.8161 adopted for FY 2019. The "rolled-back" millage rate tax levy would generate proceeds of $174,713. The difference between the proposed millage rate for FY 2020 and the "rolled-back" rate levy is $7,852.

After setting the proposed operating millage rate for Normandy Shores, the City Commission may, at any time prior to the final adoption, lower the millage rate; however, any increase above the proposed rate of 0.8161 mills for FY 2020, if adopted, would require an expensive mailing and advertising process to each property owner in the Normandy Shores Local Government Neighborhood Improvement District. Therefore, this proposed millage rate is viewed as the ceiling.

Further, per State Statute, the City may elect to approve millage rates above the "rolled-back" rate up to the constitutional cap of 10 mills, subject to the following votes by the Commission or referendum:

- Option I: A majority approval of the Commission is required to approve a millage up to 0.8931 mills (equivalent to a 3.39 percent increase in Property Tax revenues). The 1.0339 increase is the State per capita personal income gain for the prior calendar year.

- Option II: A two-thirds approval (5 of 7 votes) of the Commission is required to approve a millage up to 0.9824 mills (equivalent to a 10 percent increase in Property Tax revenues above Option I).

- Option III: A unanimous approval of the Commission or referendum is required to approve a millage above 0.9824 mills.

Adoption of the proposed FY 2020 millage rate of 0.8161 mills for the Normandy Shores Local Government Neighborhood Improvement District would, therefore, require majority approval (4 of 7 votes) by the City Commission per the State of Florida's Truth-in-Millage (TRIM) requirements.

**First Public Hearing**

The first public hearing on the proposed operating millage rate and budget for FY 2020 must be held no later than 80 days, or earlier than 65 days, from the start of the TRIM calendar (July 1st). Other guidelines are: 1) The public hearing cannot be scheduled on a Sunday or on those days utilized by Miami-Dade County or the Miami-Dade County School Board for their public hearing; 2) If on a day other than Saturday, it must be held after 5:00 P.M.; and, 3) must be held immediately following discussion of the tentative millage and budget of its principal taxing authority (City of Miami Beach).

Based on these guidelines, the first hearing must be held between September 3, 2019 and September 18, 2019. These dates are unavailable for the following reasons:

| | |
|---|---|
| September 8 and 15 | Sundays |
| September 4 | Miami-Dade County School Board Public Hearing |
| September 5 | Miami-Dade County Public Hearing |

Of the remaining days available, it is recommended that the first public hearing be held on Wednesday, September 11, 2019, at 5:02 P.M., in the City Commission Chambers at 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139, immediately following the City of Miami Beach's public hearing.

Attachment A – FY 2020 Proposed Normandy Shores Budget

JLM/JW/TOS

## Attachment A

# FY 2020 Normandy Shores District Budget

| | FY 2017 Actuals | FY 2018 Actuals | FY 2019 Adopted | FY 2020 Proposed | $ Variance FY 2020 Proposed vs FY 2019 Adopted | % Variance FY 2020 Proposed vs FY 2019 Adopted |
|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | |
| Residents 65% | 167,050 | 180,050 | 165,000 | 174,000 | 9,000 | 5.5% |
| City 35% | 89,950 | 96,950 | 88,000 | 93,000 | 5,000 | 5.7% |
| Restitutions | 1,876 | 6,207 | 0 | 0 | 0 | - |
| Miscellaneous | 0 | 176 | 0 | 0 | 0 | - |
| Fund Balance/Retained Earnings | 0 | 0 | 0 | 30,000 | 30,000 | 100.0% |
| **Total** | **258,876** | **283,383** | **253,000** | **297,000** | **44,000** | **17.4%** |
| | | | | | | |
| **EXPENDITURES** | | | | | | |
| Security Guard Services | 176,000 | 210,000 | 198,000 | 204,000 | 6,000 | 3.0% |
| Janitorial Services | 0 | 0 | 3,000 | 4,000 | 1,000 | 33.3% |
| Gate Repairs (AAA Repairs) | 20,878 | 22,428 | 25,000 | 25,000 | 0 | 0.0% |
| Internal Service - Other Repairs | 2,663 | 0 | 5,000 | 5,000 | 0 | 0.0% |
| Utilities - Electricity, etc. | 1,386 | 1,260 | 2,000 | 2,000 | 0 | 0.0% |
| AED Guardhouse Defibrillator | 0 | 1,404 | 0 | 0 | 0 | - |
| Video Camera System Upgrade | 0 | 0 | 0 | 30,000 | 30,000 | 100.0% |
| Other Expenditures (Concrete curb relocation and gate replacement, etc.) | 225 | 16,400 | 20,000 | 27,000 | 7,000 | 35.0% |
| **Total** | **201,152** | **251,493** | **253,000** | **297,000** | **44,000** | **17.4%** |
| | | | | | | |
| **Surplus / (Shortfall)** | **57,724** | **31,890** | **0** | **0** | | |
| | | | | | | |
| **REQUIRED MILLAGE** | **1.0093** | **0.9564** | **0.8161** | **0.8161** | **0.0000** | **0.0%** |
| | | | | | | |
| Existing Values | 173,001,492 | 196,441,992 | 209,647,105 | 219,807,591 | 10,160,486 | 4.8% |
| New Construction | 3,058,319 | 1,719,766 | 2,458,268 | 3,896,854 | 1,438,586 | 58.5% |
| **Total** | **176,059,811** | **198,161,758** | **212,105,373** | **223,704,445** | **11,599,072** | **5.5%** |
| | | | | | | |
| Value of 1 Mill | 176,060 | 198,162 | 212,105 | 223,704 | 11,599 | 5.5% |
| 95% of 1 Mill | 167,257 | 188,254 | 201,500 | 212,519 | 11,019 | 5.5% |

**RESOLUTION NO._____**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORMANDY SHORES LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT SETTING 1) THE PROPOSED GENERAL OPERATING MILLAGE RATE FOR THE NORMANDY SHORES NEIGHBORHOOD IMPROVEMENT DISTRICT; 2) THE CALCULATED "ROLLED-BACK" RATE; AND, 3) THE DATE, TIME, AND PLACE OF THE FIRST PUBLIC HEARING TO CONSIDER THE OPERATING MILLAGE RATE AND BUDGET FOR FISCAL YEAR (FY) 2020; AND, FURTHER, AUTHORIZING THE CITY MANAGER TO TRANSMIT THIS INFORMATION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER IN THE FORM REQUIRED BY SECTION 200.065, FLORIDA STATUTES.**

**WHEREAS**, Section 200.065, Florida Statutes, has specified the method by which municipalities may set the operating millage rate and adopt an annual budget for dependent taxing districts; and

**WHEREAS**, the July 1, 2019 Certification of Taxable Value from the Miami-Dade County Property Appraiser for the Normandy Shores Neighborhood Improvement District reflects an overall increase of 5.5 percent in property tax values from the July 1, 2018 tax roll certification from the Miami-Dade County Property Appraiser; and

**WHEREAS**, the Mayor and City Commission of the City of Miami Beach, acting in its capacity as the Board of Directors of the Normandy Shores Local Government Neighborhood Improvement District, propose that the District's General Operating millage rate be set at 0.8161 mills for FY 2020 and that the "Rolled-Back" rate be set at 0.7810 mills; and

**WHEREAS**, the City of Miami Beach is required to advise the Miami-Dade County Property Appraiser of the Proposed Normandy Shores Local Government Neighborhood Improvement District Operating Millage Rate, the "Rolled-Back" rate, and the date, time, and place of the first public hearing.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION, ACTING IN ITS CAPACITY AS THE BOARD OF DIRECTORS OF THE NORMANDY SHORES LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT**, that the following recommendations of the Administration be and are hereby ratified for transmittal to the Miami-Dade County Property Appraiser, as specified in Section 200.065, Florida Statutes:

1) Proposed Normandy Shores Local Government Neighborhood Improvement District Operating Millage Rate for FY 2020:

| | |
|---|---|
| General Operating | 0.8161 mills (same as last year) |

2) "Rolled-Back" Rate 0.7810 mills

3) The first public hearing on the Proposed Normandy Shores Local Government Neighborhood Improvement District operating millage rate and budget for FY 2020 shall be held on Wednesday, September 11, 2019, at 5:02 p.m., in the City Commission Chambers at 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139.

**PASSED and ADOPTED** this 31st day of July, 2019.

**ATTEST:**

**Dan Gelber, Mayor**

**Rafael E. Granado, City Clerk**

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney RAP 7/25/19 Date

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE WRITTEN RECOMMENDATION OF THE CITY MANAGER TO WAIVE, BY 5/7TH VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE CITY'S BEST INTEREST, AND AUTHORIZING AND APPROVING THE CITY MANAGER TO EXECUTE A CONTRACTOR SERVICE ORDER WITH CAMINO REAL GROUP, INC., D.B.A. ALPHA WRECKING GROUP, FOR THE DEMOLITION OF 6979 COLLINS AVENUE, MIAMI BEACH, FL 33141, IN AN AMOUNT NOT TO EXCEED $476,685.00, WHICH INCLUDES A 10% CONTINGENCY.

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## RECOMMENDATION

It is the recommendation of the Administration that the Mayor and City Commission of the City of Miami Beach, Florida, accepting the written recommendation of the City Manager and waiving, by 5/7th vote, the formal competitive bidding requirement, finding such waiver to be in the City's best interest, and authorizing the City Manager to execute a contractor service order with Camino Real Group, Inc., D.B.A. Alpha Wrecking Group, for the demolition of 6979 Collins Avenue, Miami Beach, FL 33141 in an amount not to exceed $476,685.00, which includes a 10% contingency.

## ANALYSIS

On June 6, the City Commission approved to issue the Request for Qualifications (RFQ) No. 2017-183-KB, for Citywide Demolition Services on an as-needed basis. RFQ responses were due and received on August 30, 2018. The City received proposals from seven (7) firms. On October 18, 2018 the City Manager appointed the Evaluation Committee via LTC # 563-2018, and they convened on November 6, 2018 to consider the proposals received.

On June 6, 2018 the City Commission adopted resolution No. 2018-30620 authorizing the Administration to enter into negotiations with all proposers: The BG Group LLC, Cross Environmental Services, Inc., Chin Diesel, Inc. , Camino Real Group Inc. Dba Alpha Wrecking, Paragon Construction Unlimited, Miami Wrecking, as the sixth ranked proposer, Thunder Demolition; and further authorized the Mayor and City Clerk to execute agreements with each of the foregoing proposers upon conclusion of successful negotiations by the Administration.

The awarded contractors were placed in a pre-qualified pool for as-needed services so the City

could issue request for quotes when the need arises. A service order will be issued to the responsive, responsible contractor offering the lowest quote for a specific project.

On April 1, 2019 the Building Department reached out to the seven (7) contractors in the pool to request a quote for the demolition of a property located at 6979 Collins Avenue, Miami Beach, FL 33141, that is pending demolition pursuant to an order of the Unsafe Structures Board. The following two (2) quotes were received in response to the request for quotes issued pursuant to the contract:

1. Camino Real Group, Inc., D.B.A. Alpha Wrecking Group $433,350.00
2. Thunder Demolition, Inc. $595,000.00

However, according to Florida State Statute Section 255.20, demolition projects with an estimated value greater than $300,000 may not be awarded pursuant to any contract resulting from this RFQ. Therefore, this item seeks approval to waive, by 5/7th vote, the formal competitive bidding requirement, finding such waiver to be in the city's best interest, and authorize the City Manager to execute a contractor service order with Camino Real Group, Inc., D.B.A. Alpha Wrecking Group the responsive, responsible contractor offering the lowest quote, for the demolition of 6979 Collins Avenue, Miami Beach, FL 33141 in an amount not to exceed $476,685.00, which includes a 10% contingency.

The property located at 6979 Collins Avenue, Miami Beach, FL 33141 formally known as the Normandy Plaza Hotel with owners listed as Vilarino property Group Inc., has been abandoned since 2013. In 2007 the property received first notification of its 40-year recertification requirement. For several years the owners sought request for extensions through the Special Masters which were approved. Ultimately there has no compliance and no action has been taken to comply with the 40-year recertification and the building is boarded up. The case was taken to the Miami -Dade County Unsafe Structures Board for hearing on June 20, 2018. On June 27, 2018 the board decision was transmitted requiring that a 40-year Recertification Report be submitted within ninety (90) days from the June 20th, 2018 hearing date. This requirement was not satisfied, and therefore the City of Miami Beach Building Department is proceeding with the County's orders of demolition. Notice of board decision is attached. Attached please also find an LTC that provided the Commission more additional details.

On July 23, 2019 our Building Official, Ana Salgueiro was contacted by an architect and structural engineer that were hired by the owners of the property to prepare drawings for permit that would take care of deficiencies in the project. On behalf of the owner, they requested that the demolition order be stopped and allow them to make all the necessary repairs to remove all violations and put the building back in operation. A meeting with stakeholders is being coordinated.

**FINANCIAL INFORMATION**

$433,350 plus a 10% contingency, for an amount not to exceed $476,685 to be funded from the Building Department fund. A lien is placed on the property for reimbursement.

**Amount 1** $476,685 **Account 1** 011-1510-000340-21-401-501-00-00-00-

**Legislative Tracking**

Building

**ATTACHMENTS:**

**Description**

- 6979 Collins Avenue-USB Notice of Board Decision
- LTC
- Resolution

MIAMI-DADE COUNTY

*Delivering Excellence Every Day*

**Department of Regulatory and Economic Resources**
Herbert Saffir Permitting & Inspection Center
11805 SW 26th Street (Coral Way)
Miami, Florida 33175
**UNSAFE STRUCTURES BOARD**
(786) 315-2573 FAX (786) 315-2570

Clerk of Courts Use

**Date Transmitted: June 27th, 2018**

## NOTICE OF BOARD DECISION
## MIAMI-DADE COUNTY UNSAFE STRUCTURES BOARD

PLEASE NOTE: **FOR FULL INFORMATION CONCERNING THE DECISION PLEASE READ THIS DOCUMENT IN ITS ENTIRETY**

Vilarino Property Group Inc.
c/o Irina Vilarino
6015 Garfield Street
Hollywood, FL 33024

Re: 6979 Collins Avenue

Legal Description: 11 53 42, Normandy Beach South, Lot 3 BLK 10 PB 21-54, & Port Lying East & Adjacent, West of Erosion Line Per, PB 105-62, Lot Size 50.000 X 283, Miami Beach, Florida.

Master Case No.: US2018-02619

Board action on (A) 4-Story Multifamily/Hotel Building 63 Units, CBS Walls, Concrete Columns and Slab located at the above address is as follows:

At its meeting of June 20th, 2018, the Unsafe Structures Board ruled that:

**A 40 year Recertification Report in the format required by the City of Miami Beach, Building Department prepared by a Florida registered professional engineer or architect must be submitted to the Building Department within ninety (90) days from today's date certifying each building or structure(s) is structurally and electrically safe for the specific use for continued occupancy. Any repairs required by the Building official as a prerequisite for the 40 year recertification of the structure (A) shall be subject to the following:**

**An application for building and/or electrical permit must be submitted to the municipality. The application for permit must include, as part of the permit documents copies of engineer's or architect's 40 year recertification report. The permit must be obtained with in one hundred twenty (120) days from today's date and the required repairs must be completed inclusive of all final inspection approval on the permit within one hundred eighty (180) days from today's date. Upon completion of all required repairs, a revised engineer's or architect's 40-year recertification report shall be submitted to the City of Miami Beach, Building Department indicating that the structure(s), as repaired, can be recertified. If any of the above conditions are not complied with, said structure(s) shall be demolished by the enforcing municipality as soon as possible.**

**Except as otherwise specified above, the timeframes to comply will commence from the date of the hearing at which the Unsafe Structure Board issue this Order. Also, please note that all timeframes mentioned are in calendar days.**

**The Property Owner also agrees to allow staff of the City of Miami Beach access to their property for the purpose of performing compliance inspections while this case remains active.**

June 27th, 2018
Vilarino Property Group Inc.
Case No.: US2018-02619
Re: 6979 Collins Avenue

Clerk of Courts Use

In accordance with Section 8-5(n) of the Code of Miami-Dade County, any owner or authorized representative may seek an extension of the timeframes set forth in an Order of the Unsafe Structures Board. Such request for a hearing to seek an extension must be in writing, directed to the Secretary of the Unsafe Structures Board. The written request for extension must be received by the Secretary of the Board prior to the deadline specified in the order. For example, in the event the Board Order states that a permit must be obtained within a specified period, the request for extension of the deadline to obtain the permit must be received prior to the expiration of that specified period. If the same order provides a deadline for completion of the structure, the request for the extension for the deadline of completion must be received prior to the deadline for completion, provide that the applicant has complied with the permit deadline. In no event may the Board grant more than one extension of time for each initial order.

To obtain an extension, the owner or applicant must demonstrate to the reasonable satisfaction of the Board that the structure that is the subject of the Order is secure at the time the extension is sought and that the owner or applicant has made a good faith attempt to comply with the Order which has been impeded by changed circumstances or other circumstances outside of the owner or applicant's control. As a further condition of the extension, the owner or applicant must submit in writing, together with the petition for an extension, a written timetable for compliance for compliance with the substantive provisions of the Order and for completion of all necessary repairs. The Board will limit its consideration of the petition to deciding whether the grounds for an extension have been satisfied.

The Board also ruled through this Board decision that, if compliance is not obtained within the time stipulated above then, the Building Official is further instructed to proceed as provided in Chapter 8, Section 8-5 of the Code of Miami-Dade County. There will be no further notices or communication from the Unsafe Structures Board regarding this case. **This document may be recorded by the Building Official with the Clerk of the Circuit Court. This recording will constitute constructive notice to all concerned, as well as any subsequent purchasers that a decision has been rendered by the Unsafe Structures Board on the above referenced property.**

Repair or demolition permits, for property located at the above address must be obtained from the **City of Miami Beach, Building Department, 1700 Convention Center Drive, Miami Beach, Florida 33139, (305) 673-7610, Ext. 6045. Please call this Department before coming in for a permit or for further information on this matter**.

The Unsafe Structures Board is Quasi-Judicial; the decision and specified compliance date is final and binding. Any person aggrieved by a decision of the Unsafe Structures Board may seek judicial review of that decision in accordance with the Florida Rules of Appellate Procedure as indicated in Chapter 8, Section 8-5 (o) of the Code of Miami-Dade County.

Respectfully,

Kathy Chevalier
Secretary of the Board
Unsafe Structures Board

This instrument was prepared by
Latisha Byrd
Miami-Dade County
Department of Regulatory and Economic Resources
Board Administration Section
11805 SW 26th Street (Coral Way), 2nd Floor
Miami, FL 33175

LB

cc: **Known Interested Parties**: Irina Vilarino, 6979 Collins Avenue, Miami Beach, FL 33141; Vilarino Property Group, Inc. c/o Irina Vilarino, 6015 Garfield Street, Hollywood, FL 33024; Vilarino Property Group, Inc., 6979 Collins Avenue, Miami Beach, FL 33141; Irving J. Gonzalez, 6015 Garfield Street, Hollywood, FL 33024; Antonio Vilarino, 6015 Garfield Street, Hollywood, FL 33024; Nilda E. Vilarino, 6015 Garfield Street, Hollywood, FL 33024; Miriam M. Vilarino, 6015 Garfield Street, Hollywood, FL 33024; Vilma V. Vilarino, 6015 Garfield Street, Hollywood, FL 33024; City of Miami Beach, Unsafe Structures Section, Building Department, 1700 Convention Center, Miami Beach, Florida 33139, Attn: Ana Salgueiro, P.E., Building Official.



Seal

MIAMIBEACH

OFFICE OF THE CITY MANAGER

NO. LTC# **420-2019**

# LETTER TO COMMISSION

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 24, 2019

SUBJECT: **6979 Collins Avenue - Unsafe Structures Board Order**

This is an update regarding the property located at 6979 Collins Avenue, which has been abandoned since 2013, and an agenda item on your July 31, 2019 City Commission agenda.

Records indicate that on October 30, 2006 the property received its first notice of required recertification for a 40 year old building. Under Section 8-11(f) of the Miami-Dade County Code, the owner of a building that has been in existence for forty (40) years or longer is required to have the building inspected for the purpose of determining the general structural condition of the building, as well as the condition of its electrical systems. In accordance with Section 8-11(f), a written recertification report, prepared by a Florida registered professional engineer or architect, must be submitted to the Building Official having jurisdiction, certifying that the building or structure is structurally and electrically safe for the specified use and for continued occupancy. Property owners have 90 days to comply with this requirement.

Our records indicate that on March 9, 2007 a violation was issued to the subject property for failure to comply with the required 40 year recertification of the building. On May 3, 2007 the case was referred to Special Master. Records also indicate that between 2007 and 2013, the owners of the subject building requested multiple extensions for compliance, which were approved by the Special Master. Notwithstanding these extensions, no action was taken by the property owner to comply with the 40-year recertification requirements, and the building has been abandoned and boarded up since 2013.

In light of this non-compliance with the 40 year recertification requirements, a case was taken to the Miami-Dade County Unsafe Structures Board (USB), which is standard protocol for issues of non-compliance. The USB held a hearing on June 20, 2018 and issued the following decision:

1. A 40 year Recertification Report be submitted within 90 days from the June 20th, 2018 hearing date; and
2. A permit must be obtained within 120 days from the June 20th, 2018 hearing date; and
3. The required repairs must be completed, inclusive of all final inspection approvals on the permit, within 180 days from the June 20th, 2018 hearing date; and
4. If any of the above conditions are not complied with, the subject structure shall be demolished by the enforcing municipality as soon as possible.

The board also ruled that the property owner shall allow staff of the City of Miami Beach access to the property for the purpose of performing compliance inspections while the case remains active. To date, none of these requirements have been met.

The existing building located at 6979 Collins Avenue is classified as a contributing building within

the North Beach Resort Local Historic District, designated on March 17, 2004 (Ord 2004-3438). Originally constructed as the Normandy Plaza Hotel in 1936, the building was designed by L. Murray Dixon in the Art Deco style of architecture. An historic photograph of the structure, as well as the current condition are on the following page.

An update was provided by staff at the July 9, 2019, the Historic Preservation Board (HPB). HPB discussed the USB order for demolition and issued the following recommendations:

- A request that the City's Building Official delay the demolition of the structure until after the September 9, 2019 meeting, if possible.

- If necessary, the City should explore the introduction of fencing the site in order to prevent further damage of the structure.

- A salvage plan for the retention of any significant architectural features on the exterior of the building or within the lobby should be required as part of any demolition permit issued.

Subsequent to the HPB discussion on July 9, 2019, Board member Rick Lopez who is a faculty member of the University of Miami School of Architecture reached out to the Administration and offered to perform a three dimensional laser scan of the existing building in conjunction with the University of Miami Department of Computational Science in order to accurately document the building prior to any possible demolition. The Administration is currently working with Mr. Lopez to secure the proper right-of-way permits for the use of the survey equipment within the right-of-way.

Pursuant to Section 118-503(b)(2) of the Land Development Regulations of the Miami Beach City Code, in the event an Emergency Demolition Order is issued, such demolition order requires that the property owner file an application for an "after-the-fact" Certificate of Appropriateness for Demolition to the Historic Preservation Board within fifteen (15) days of the issuance of an Emergency Demolition Order. The Historic Preservation Board shall review the demolition and determine whether and how the demolished building shall be replaced. In the event an "after-the-fact" application for a Certificate of Appropriateness for Demolition is not filed within fifteen (15) days of the issuance of the Emergency Demolition Order, the City may initiate enforcement proceedings as provided in section 114-8 of the City Code or by enforcement procedures as set forth in the Charter and penalties as provided in section 1-14 of the City Code.

On July 23, 2019 our Building Official, Ana Salgueiro was contacted by an architect and structural engineer that were hired by the owners of the property to prepare drawings for permit that would take care of deficiencies in the project. On behalf of the owner, they requested that the demolition order be stopped and allow them to make all the necessary repairs to remove all violations and put the building back in operation. A meeting with stakeholders is being coordinated.

Your July 31, 2019 City Commission agenda contains an item waiving, by 5/7th vote, the formal competitive bidding requirement, finding such waiver to be in the City's best interest, and authorizing me to execute a contractor service order with Camino Real Group, Inc., D.B.A. Alpha Wrecking Group, for the demolition of 6979 Collins Avenue, Miami Beach, FL 33141 in an amount not to exceed $476,685.00, which includes a 10% contingency. The city currently does not have a contract for demolition services. The contract will only be utilized to follow through on the Unsafe Structures Board order if needed, if in fact owners do not follow through with their interests

expressed on July 23.

We will keep the Commission apprised of any additional developments.

JLM/SMT/TRM/DJT/AMS/ND
C: Rafael Granado, City Clerk
F:\PLAN\$ALL\CM_RESP\2019\LTC - 6979 Collins Av - demolition order and HPB recommendation.ltc.docx





**RESOLUTION NO. _____**

**A RESOLUTION OF MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE WRITTEN RECOMMENDATION OF THE CITY MANAGER TO WAIVE, BY 5/7TH VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE CITY'S BEST INTEREST, AND AUTHORIZING AND APPROVING THE CITY MANAGER TO EXECUTE A CONTRACTOR SERVICE ORDER WITH CAMINO REAL GROUP, INC., D.B.A. ALPHA WRECKING GROUP, FOR THE DEMOLITION OF 6979 COLLINS AVENUE, MIAMI BEACH, FL 33141, IN AN AMOUNT NOT TO EXCEED $476,685.00, WHICH INCLUDES A 10% CONTINGENCY.**

**WHEREAS,** the property located at 6979 Collins Avenue, Miami Beach, FL 33141 ("Property"), formally known as the Normandy Plaza Hotel, is owned by Vilarino Property Group Inc. ("Owner"), and has been abandoned since 2013; and

**WHEREAS,** in 2007 the Property received its first notification of its 40-year recertification requirement; and

**WHEREAS,** for several years the owners sought requests for extension through the City's Special Master, which extensions had been approved; however, there has been no compliance with the Special Master's orders, and the owner has taken no action to comply with the 40-year recertification requirement; and

**WHEREAS,** the Property was taken to the Miami-Dade County Unsafe Structures Board for hearing on June 20, 2018, and on June 27, 2018 the board issued its Order requiring that a 40-year Recertification Report be submitted by the Owner within ninety (90) days from June 20th, 2018; and

**WHEREAS,** the Owner did not comply with the June 27, 2019 Miami-Dade County Unsafe Structures Order, and therefore the City of Miami Beach Building Department is proceeding with the County's orders of demolition; and

**WHEREAS,** on June 6, 2018, the City Commission adopted Resolution No. 2018-30620 authorizing the Administration to enter into negotiations with all proposers for demolition services: The BG Group LLC, Cross Environmental Services, Inc., Chin Diesel, Inc., Camino Real Group Inc. Dba Alpha Wrecking, Paragon Construction Unlimited, Miami Wrecking, and Thunder Demolition, Inc., and further authorized the Mayor and City Clerk to execute agreements with each of the foregoing proposers upon conclusion of successful negotiations by the Administration; and

**WHEREAS**, the awarded contractors were placed in a pre-qualified pool for as-needed services where the City could issue request for quotes when the need arises that would result in a service order being issued to the responsive, responsible contractor offering the lowest quote for a specific project; and

**WHEREAS,** on April 1, 2019 the Building Department reached out to each of the contractors in the pool to request a quote for the demolition of the Property located at 6979 Collins Avenue, Miami Beach, FL 33141; and

**WHEREAS,** the following two (2) quotes were received in response to the request for quotes issued pursuant to the contract: Camino Real Group, Inc., D.B.A. Alpha Wrecking Group in the amount of $433,350; and Thunder Demolition, Inc. in the amount of $595,000; and

**WHEREAS,** in accordance with Florida Statute Section 255.20, demolition projects with an estimated value greater than $300,000 require competitive bidding, and therefore, the issuance of this service order for the demolition of the Property requires a waiver of the formal competitive bidding requirement; and

**WHEREAS,** the Administration and City Manager recommends the City waive, by 5/7ths vote, the formal competitive bidding requirement, and authorize the City Manager to execute a contractor service order with Camino Real Group, Inc., D.B.A. Alpha Wrecking Group the responsive, responsible contractor offering the lowest quote, for the demolition of 6979 Collins Avenue, Miami Beach, FL 33141 in an amount not to exceed $476,685.00, which includes a 10% contingency, finding such waiver to be in the best interest of the City; and

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Commission hereby accept the written recommendation of the City Manager to waive, by 5/7th vote, the formal competitive bidding requirement, finding such waiver to be in the City's best interest, and authorize and approve the City Manager to execute a contractor service order with Camino Real Group, Inc., D.B.A. Alpha Wrecking Group, for the demolition of 6979 Collins Avenue, Miami Beach, FL 33141 in an amount not to exceed $476,685.00, which includes a 10% contingency.

**PASSED AND ADOPTED** this _____ day of _____2019.

_____
Dan Gelber, Mayor

**ATTEST:**

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____ 7/29/19
City Attorney Date

MIAMI BEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE, AT ITS JULY 19, 2019 MEETING, REGARDING THE 72 STREET PARK, LIBRARY AND AQUATIC CENTER; AND AUTHORIZING THE ADMINISTRATION TO PROCEED WITH THE COMPLETION OF THE FEASIBILITY STUDY AND THE PREPARATION OF A DESIGN CRITERIA PACKAGE.

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## RECOMMENDATION

The Administration recommends that the City Commission approve the resolution.

## ANALYSIS

On April 26, 2017, the City Commission adopted Resolution No. 2017-29843 directing the City Administration to proceed with a consultant service order engaging Desman, Inc. (Desman), a mixed-used garage specialty consultant, to prepare a feasibility study and subsequent Design Criteria Package (DCP) for a mixed-used parking garage structure, including a new recreational park with a skate park and community use space, at the 72nd Street municipal parking lot (P-92). The existing surface parking lot (Attachment A), measuring approximately 3.8 acres, could serve as a connection between the North Shore Park and Youth Center and Bandshell Park. The Consultant and City staff from Parks and Recreation, Planning and the Office of Capital Improvements (CIP), proceeded to explore programming requirements for the new facility.

On March 7, 2018 the City Commission accepted the recommendation of the Finance and Citywide Projects Committee (FCWPC) to include a 50-meter competition swimming pool (aquatic complex) to the feasibility study for the proposed 72nd Street Park, Library and Aquatic Center (Project).

On June 8, 2018 the FCWPC heard a presentation showcasing four (4) conceptual options, developed by Desman, for the proposed Project. The FCWPC recommended the following items:
• Delete the all-wheels skate park and relocate to the West Lots
• Library component is mandatory
• Locate running track at grade
• Addition of resiliency and provide an active park in lieu of passive park

During the development of the feasibility study Desman, utilizing local market and similar project cost data, provided a conceptual project cost estimate for various schemes ranging in costs in

excess of $60M. In the case of a feasibility study such as this one, since the project has not yet been designed, Desman followed standard industry best practices and relied on general assumptions, code requirements and historical data to determine pricing for each of the elements.

On July 20, 2018, the City Commission held a General Obligation Bond (GO Bond) Workshop and discussed project scope and cost, to be included in the GO Bond. During that meeting, the City Commission reviewed the conceptual total cost estimate of $60M proposed for the Bond. It was determined that the project would proceed on the GO Bond with a reduced project budget of $50M for the facility. In addition, $3.8M was added for the implementation of resilient strategies, resulting in a total project budget of $53.8M.

On July 25, 2018 the City Commission further discussed the scope and cost of the Project to be included in the General Obligation Bond. The scope of work was noted to include a parking garage, with a maximum of 500 parking spaces, civic and commercial space at the ground Level, a recreational park, roof-top 50-meter competition pool, 25-meter warm-up pool and support facilities, a 5,000-10,000 sf Library/Media Center and a 7,500 sf upscale fitness gym with a running track. Resiliency strategies that may be implemented in this project include resilient storm water retention and re-use system, solar electric power, energy efficient lighting and an activated roof level with green roofing system.

On November 6, 2018, the GO Bond Program was approved by the residents, including $53.8M for the project (Attachment B). As a result of the GO Bond discussions and resulting approval by the residents, Desman was directed to evaluate the feasibility study, and examine potential schemes incorporating the revised programming, as approved in the GO Bond Program. The feasibility study includes massing diagrams which examine spatial requirements of each of the program elements, the spatial relationships and beneficial adjacencies, against the planning, zoning and site constraints.

On June 14, 2019, the FY 2020 Preliminary Capital Budget was presented to FCWPC. During that presentation, the funding for the 72nd Street Park, Library and Aquatic Center, and a potential path to allocating the shortfall, was discussed. The Committee asked staff to provide additional details on the cost estimates for the project, the potential impact to the scope of the project at the lower budget allocation and estimated Operation and Maintenance costs, and bring the item to the July 19th meeting.

Cost Estimates

After the GO Bond passed, the project team re-evaluated the project estimate resulting in an updated total project cost estimate of approximately $64.4M (Attachment C), based on maximizing programming elements described in the GO Bond.

There is a projected budget shortfall of approximately $10.6M, as compared to the total project conceptual cost estimate of $64.4M. The table below shows a comparison of the conceptual total cost estimate, GOB Approved Budget and the Variance between the two costs.

| PROJECT SCOPE: | ESTIMATE | GOB APPROVED | VARIANCE |
|---|---|---|---|
| 1. Parking Garage | $27.2M | $22.7M | ($ 4.5M) |
| 2. Civic/Commercial | $ 9.1M | $ 7.7M | ($ 1.4M) |
| • Civic/Commercial Space | | | |
| • Community Center | | | |
| • Fitness Gym and Running Track | | | |
| 3. Public Library/Media Center | $ 8.5M | $ 7.0M | ($ 1.5M) |

| | | | |
|---|---|---|---|
| 3. Public Library/Media Center | $ 5.5M | $ 7.0M | ($ 1.5M) |
| 4. Recreational Park | $ 1.1M | $ 1.1M | |
| 5. Aquatic Complex | $ 9.0M | $ 7.0M | ($ 2.0M) |
| • Competition Pool | | | |
| • Competition Warm-up Pool | | | |
| • Sports Lighting for Pools | | | |
| 6. Sitework | $ 9.5M | $ 8.3M | ($ 1.2M) |
| • Site Work | | | |
| • Utilities | | | |
| • Sustainability and Resiliency | | | |
| TOTAL | $64.4M | $53.8M | ($10.6M) |

Impact To Scope At Current $53.8M Budget

The project team has identified potential scope reductions, lowering the project cost, to meet available budget. All components would continue to fulfill the program and description provided in the GO Bond Program. Potential reductions in scope and cost include the following items:

- Reduce parking spaces from 500 spaces to 400 spaces ($5.4M savings)
- Reduce Community Room from 5,000 sf to 3,000 sf ($0.6M savings)
- Reduce Library from 10,000 sf to 5,000 sf ($4.2M savings)

Some of the program elements for the proposed facility allow some flexibility in determining spatial requirements. The project team has examined possible variations in those elements and has determined the potential budget impact to the Project. Key elements with variability include Parking, Community Center and Library.

- The cost of a 400 space garage would be $21.7M ($5.4M savings), a 500 space garage would cost $27.1M ($0 savings) and a 600 space garage would cost $32.6M ($5.4M add).
- The cost to construct a 5,000 sf Community Center would be $1.6M ($0 savings) and a 3,000 sf Community Center would cost $1.0M ($0.6M savings).
- The cost to construct a 10,000 sf Library would be $8.5M ($0 savings) and a 5,000 sf Library would be $4.2M ($4.3M savings).

O&M Costs

The initial estimate for operating and maintenance (O&M) costs of the facility that were provided during the G.O. Bond process was $2.5 million. Based on more refined calculations, the amount has been revised to $2.2 million. This amount is offset by an estimated $500,000 of revenue from the recreational elements of the facility for an estimated net expense of $1.7 million.

Additional revenue of $315,000 is estimated for rental of the retail space components that is recommended to be programmed for property management costs. Revenue from the use of the parking garage is planned to be used to cover costs of operating and maintaining the garage.

Funding Options

There are two recommended approaches for funding the $10.6M gap in funding for the 72nd Street project as shown below.

Option #1 would realign funding of $10.4M currently in the Parking Operating Fund set aside for the proposed North Beach Town Center project with $128K of funding from the 7th Street Garage fund

balance.

| Estimated Funding Gap | $10,600,000 |
|---|---|
| Parking Operating Fund for North Beach Town Center Project | -10,421,704 |
| 7th Street Garage Available Fund Balance | -128,296 |
| **Total** | **$0** |

Option #2 would realign $7.7M of the $10M of Resort Tax funds in the Transportation Capital Initiatives project with the remaining $2.9M coming from the 7th Street Garage fund balance.

| Estimated Funding Gap | $10,600,000 |
|---|---|
| 7th Street Garage Available Fund Balance | -2,900,000 |
| Resort Tax Funds - Transportation Capital Initiatives Project - *Parking Garage @ 23%* | -6,300,000 |
| Resort Tax Funds - Transportation Capital Initiatives Project - *Aquatic Complex @15%* | -1,400,000 |
| **Total** | **$0** |

CIP has continued to explore potential efficiencies and additional costs savings measures. On July 2, 2019, City staff met with representatives of Florida Power and Light to discuss the possibility of re-routing the power (transmission) lines that currently transect the project site. This could provide more flexibility for the ultimate design and would remove or reduce potential overhead obstructions. FPL will begin the process of providing a non-binding cost estimate to relocate the overhead power lines. Once the potential costs of relocating the power lines is identified, the project team will evaluate the benefits to the project.

On July 19, 2019, the City's Finance and Citywide Projects Committee resolved to recommend to the City Commission, that the project proceed with the completion of the feasibility study and the design criteria package, including the program and scope as described in the GO Bond item. The Committee further recommended that the funding shortfall be closed through the use of the Parking Operating Fund set aside for the proposed North Beach Town Center project with $128K of funding from the 7th Street Garage fund balance (option 1). However, the Committee asked staff to pursue value engineering through efficiencies in shared uses, in order to conserve as much budget as possible, and provide additional parking spaces, delivering the project for a final cost between $60M and $64.4M.

**CONCLUSION**

The Administration recommends that the City Commission approve the resolution.

**Legislative Tracking**

Office of Capital Improvement Projects

**Sponsor**

Commissioner Aleman

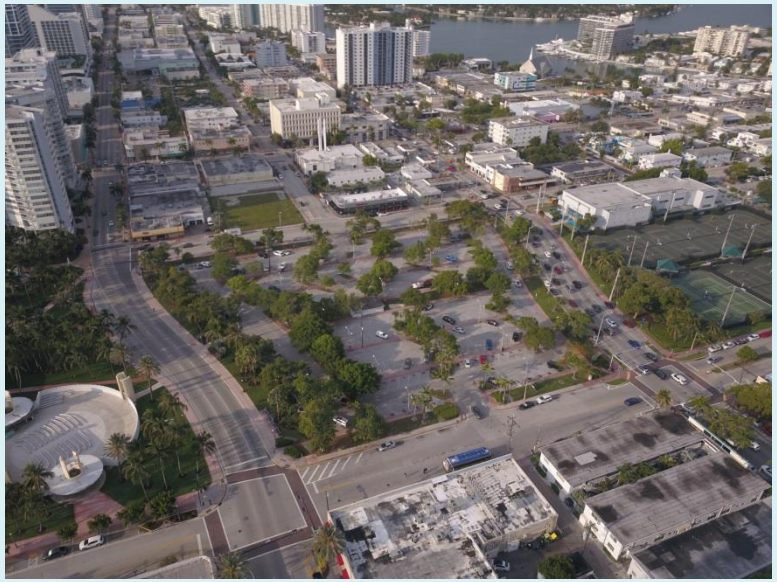
**ATTACHMENTS:**

**ATTACHMENTS:**

**Description**

- Attachment A
- Attachment B
- Attachment C
- Attachment D
- Resolution

# Project Location



Southwest View



Southeast View



Northeast View

May 16, 2019

# PROJECT: 72ND STREET PARK, LIBRARY, & AQUATIC CENTER

## COST: $53.8 MILLION

### Department: Capital Improvement Projects

The City Commission and the Finance and Citywide Projects Committee recommended a feasibility study for the construction of a New Recreational Park, Parking Garage and Community Use Space in the North Shore area. The Commission as well as the Neighborhoods and Community Affairs Committee preferred location was at the 72nd Street Municipal Parking lot (P-92) located between 72nd and 73rd Streets and between Collins and Harding Avenues. The commencement for a feasibility study and preparation of renderings was approved by the City Commission and a consultant was engaged to work on programming options. The project included a parking garage with a maximum of 500 parking spaces, to replace the current 318 spaces and additional spaces as required by project programming, Civic and Commercial space at the ground level, and a new recreational Park. After subsequent meetings and review with the various City Committees and Commissioners the project program was modified to include a roof-top Competition Pool, warm-up pool and support facilities, a new 5,000 -10,000sf Library/Media Center, and a 7,500sf Upscale Fitness Gym with a running track.

Resiliency Strategies that may be implemented in this project include, resilient stormwater retention and re-use system, solar electric power, energy efficient lighting and an activated roof level with green roofing system.

| | |
|---|---|
| Parking Garage | $22.7 M |
| Civic / Commercial | $ 7.7 M |
| Public Library/Media Center | $ 7.0 M |
| Park Development | $ 1.1 M |
| Aquatic Complex | $ 7.0 M |
| Sitework/Utilities/Resiliency | $ 8.3 M |
| TOTAL | $53.8 Million |

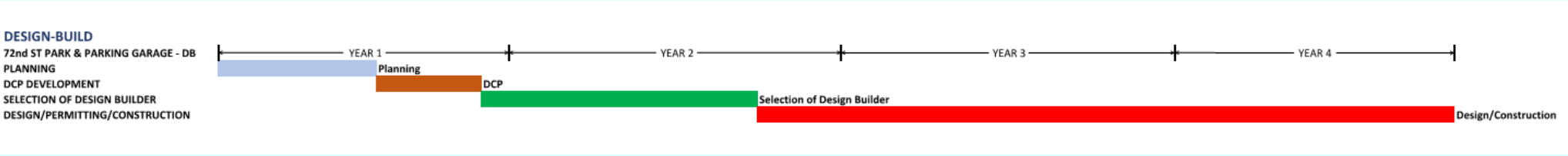
Order of Magnitude Estimate

April 18, 2019

**Construction Costs**

| | Item | Quantity | Unit | Unit Cost | Estimated Cost | Soft Cost | Total Cost |
|---|---|---|---|---|---|---|---|
| | | | | | | $ - | |
| 1 | Site Work | 1 | LS | $ 1,745,000.00 | $ 1,745,000.00 | $ 610,750.00 | $ 2,355,750.00 |
| 2 | Utilities | 1 | LS | $ 2,455,000.00 | $ 2,455,000.00 | $ 859,250.00 | $ 3,314,250.00 |
| 3 | Parking Garage | 500 | Spc | $ 40,250.00 | $ 20,125,000.00 | $ 7,043,750.00 | $ 27,168,750.00 |
| 4 | Library/Media Center | 10000 | SF | $ 626.00 | $ 6,260,000.00 | $ 2,191,000.00 | $ 8,451,000.00 |
| 5 | 50-meter Competition Pool | 1 | LS | $ 4,380,000.00 | $ 4,380,000.00 | $ 1,533,000.00 | $ 5,913,000.00 |
| 6 | 25-meter Competition Warm-up Pool | 1 | LS | $ 1,750,000.00 | $ 1,750,000.00 | $ 612,500.00 | $ 2,362,500.00 |
| 7 | Community Center | 5000 | SF | $ 235.00 | $ 1,175,000.00 | $ 411,250.00 | $ 1,586,250.00 |
| 8 | Civic/Commercial Space ( | 1 | LS | $ 1,720,000.00 | $ 1,720,000.00 | $ 602,000.00 | $ 2,322,000.00 |
| 9 | Fitness Gym and Running Track | 7500 | SF | $ 519.00 | $ 3,892,500.00 | $ 1,362,375.00 | $ 5,254,875.00 |
| 10 | Green Space | 77000 | SF | $ 10.50 | $ 808,500.00 | $ 282,975.00 | $ 1,091,475.00 |
| 11 | Sports Lighting for pools | 1 | LS | $ 569,196.43 | $ 569,196.43 | $ 199,219.00 | $ 768,415.00 |
| 12 | Sustainability and Resiliency Elements | 1 | LS | $ 2,814,815.00 | $ 2,814,815.00 | $ 985,185.00 | $ 3,800,000.00 |
| | | | | | $ - | $ - | |
| | Total | | | | $ 47,695,011.43 | $ 16,693,254.00 | $ 64,388,265.00 |

# Project Schedule




May 16, 2019

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS, AT ITS JULY 19, 2019 MEETING, REGARDING THE 72 STREET PARK, LIBRARY AND AQUATIC CENTER; AND AUTHORIZING THE ADMINISTRATION TO PROCEED WITH THE COMPLETION OF THE FEASIBILITY STUDY AND THE PREPARATION OF A DESIGN CRITERIA PACKAGE.**

**WHEREAS**, on April 26, 2017, the City Commission adopted Resolution No. 2017-29843 directing the City Administration to proceed with a consultant service order engaging Desman, Inc, a mixed-use garage specialty consultant, to prepare a feasibility study and subsequent Design Criteria Package (DCP) for a mixed-use parking garage structure, including a new recreational park with a skate park and community use space, at the 72nd Street municipal parking lot (P-92); and

**WHEREAS**, on March 7, 2018 the City Commission accepted the recommendation of the Finance and Citywide Projects Committee to include a 50-meter competition swimming pool to the feasibility study for the proposed 72nd Street Park, Library and Aquatic Center; and

**WHEREAS**, during the development of the feasibility study, utilizing local market and similar project cost data, Desman provided a conceptual project cost estimate for various schemes ranging in costs in excess of $60M; and

**WHEREAS**, in the case of a feasibility study such as this one, since the project has not yet been designed, Desman followed standard industry best practices and relied on general assumptions, code requirements and historical data to determine pricing for each of the elements; and

**WHEREAS**, On July 20, 2018, the City Commission held a General Obligation Bond Workshop and discussed project scope and cost, to be included in the GO Bond, and during that meeting, the City Commission reviewed the conceptual total cost estimate of $60M proposed for the Bond; and

**WHEREAS**, the City Commission determined that the project would proceed on the GO Bond with a reduced project budget of $50M for the facility, $3.8M for the implementation of resilient strategies, resulting in a total project budget of $53.8M; and

**WHEREAS**, the scope of work for the General Obligation Bond was noted to include a parking garage, with a maximum of 500 parking spaces, civic and commercial space at the ground level, a recreational park, roof-top 50-meter competition pool, 25-meter warm-up pool and support facilities, a 5,000-10,000 sf Library/Media Center, a 7,500 sf upscale fitness gym with a running track, resiliency strategies that could include resilient storm water retention and re-use system, solar electric power, energy efficient lighting and an activated roof level with green roofing system; and

**WHEREAS**, On November 6, 2018, the GO Bond Program was approved by the residents, including $53.8M for the project; and

**WHEREAS**, upon passing of the GO Bond, the project team re-evaluated the project estimate resulting in an updated total project cost estimate of approximately $64.4M and a projected budget shortfall of approximately $10.6M; and

**WHEREAS**, the initial estimate for operating and maintenance (O&M) costs of the facility that were provided during the G.O. Bond process was $2.5 million, and based on more refined

calculations, the amount has been revised to $2.2 million, this amount is offset by an estimated $500,000 of revenue from the recreational elements of the facility for an estimated net expense of $1.7 million; and

**WHEREAS**, additional revenue of $315,000 is estimated for rental of the retail space components that is recommended to be programmed for property management costs; and

**WHEREAS**, revenue from the use of the parking garage is planned to be used to cover costs of operating and maintaining the garage; and

**WHEREAS**, there are two recommended approaches for funding the $10.6M gap in funding for the 72nd Street project where Option 1 would realign funding of $10.4M currently in the Parking Operating Fund set aside for the proposed North Beach Town Center project with $128K of funding from the 7th Street Garage fund balance; and

**WHEREAS**, Option 2 would realign $7.7M of the $10M of Resort Tax funds in the Transportation Capital Initiatives project with the remaining $2.9M coming from the 7th Street Garage fund balance; and

**WHEREAS**, the anticipated duration for the project is approximately four years, allowing for public outreach, further refinement of the program elements, completion of the feasibility study, preparation of the DCP, procurement of design builder, design, permitting and construction; and

**WHEREAS**, on July 19, 2019, the City's Finance and Citywide Projects Committee resolved to recommend to the City Commission, that the project proceed with the completion of the feasibility study and the design criteria package, including the program and scope as described in the GO Bond item, and further recommended that the funding shortfall be closed through the realignment of the Parking Operating Fund set aside for the proposed North Beach Town Center project with $128K of funding from the 7th Street Garage fund balance; and

**WHEREAS**, the Committee asked staff to pursue value engineering through efficiencies in shared uses, in order to conserve as much budget as possible, and provide additional parking spaces, delivering the project for a final cost between $60M and $64.4M.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA** that the Mayor and City Commission hereby accept the recommendation of the Finance and Citywide Projects Committee, at its July 19, 2019 meeting, regarding the program and budget of the 72 Street Park, Library and Aquatic Center; and authorize the Administration to complete the feasibility study and commence the development of the design criteria package.

**PASSED** and **ADOPTED** this _____day of _____, 2018.

_____
Dan Gelber, Mayor

**ATTEST:**

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____
Rafael E. Granado, City Clerk

City Attorney 7/25/19 Date

MIAMI BEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING THE ADMINISTRATION'S UPDATE WITH REGARDS TO THE CURRENT STATUS OF THE LINCOLN ROAD REDEVELOPMENT PROJECT AND APPROVING AND AUTHORIZING THE ADMINISTRATION TO PROCEED WITH THE BIDDING AND CONSTRUCTION PHASES OF THE PROJECT, UTILIZING A COMBINATION OF SCOPE REDUCTION AND ADDITIONAL FUNDING OF $16.26 MILLION TO CLOSE THE FUNDING GAP (OPTION A).

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## RECOMMENDATION

The Administration recommends that the City Commission approve the resolution.

## ANALYSIS

On February 9, 2015, consultant James Corner Field Operations (JCFO), commenced work on the development of the "Lincoln Road District Master Plan," to serve as the basis for future improvements on Lincoln Road, from Lincoln Lane North to Lincoln Lane South, and from West Avenue to Collins Avenue, as well as the connecting side streets. This master plan is also geared towards developing a vision for its future, boosting its status as a world class public space, and pedestrian destination that embodies the unique style and culture that defines Miami Beach.

The Master Plan provides a conceptual land use plan, design guidelines, and illustrative details that incorporate key elements and features. This includes refurbishments and enhancements to lighting, pedestrian surfaces, street furnishings, healthy tree fertilization systems, and crosswalks. A few recommendations were made by the consultant, including operational changes to loading times, sidewalk café ordinance, and trash collection.

City staff has worked extensively with the various Lincoln Road stakeholders, including property owners, retail tenants, restaurant operators, and neighborhood residents. In addition, there were two public workshops held on June 24 and September 30, 2015. This combined feedback was provided to JCFO for further consideration.

On September 8, 2015, the Lincoln Road District Master Plan was presented to the Historic Preservation Board Comments from the Board were favorable and incorporated into the final

design. On October 14, 2015, the Mayor and City Commission approved, in concept, the Master Plan for the Lincoln Road District.

On March 9, 2016, the City Commission adopted Resolution No.2016-29319, awarding the contract for Architectural and Engineering Design Services for Lincoln Road District to JCFO. The award was based on the Lincoln Road Master Plan approved by the City Commission in October 2015. The resolution accepted the recommendation of the City Manager to retain the top ranking firm pursuant to RFQ No. 2015-245-KB.

On June 8, 2016, City Commission, pursuant to RFQ 2016-073-KB, adopted Resolution 2016-29447 awarding a Construction Manager At Risk (CMAR) contract for pre-construction services, to Burkhardt Construction, Inc. Responsibilities under this contract include, but are not limited to, design review for constructability, cost estimates, project scheduling, logistics analysis, product submittals and bid preparation and analysis. Burkhardt Construction will prepare a Guaranteed Maximum Price proposal for consideration by the City, upon completion of the final bid process. If approved, the CMAR contract will be amended to include Construction Phase Services.

On October 28, 2016, following the completion of the Schematic Design Phase and Value Engineering efforts, the project team presented the design and estimated costs to the Finance and Citywide Projects Committee, who gave direction to the project team to forgo the value engineering options and design to the Master Plan recommendations.

Since that time, the City, JCFO and Burkhardt Construction have had multiple design meetings with the different departments and the stakeholders. The design has advanced through 90% Construction Documents. Throughout the process, at each design completion milestone, except the 90% construction documents, JCFO and Burkhardt Construction prepared independent cost estimates.

The overall project cost for the improvements proposed, as prepared by Burkhardt Construction at 50% Construction Document submittal include, without limitation, costs of construction, labor, materials and contractor fee and contingency. City staff has included in the total project cost, the cost of plans, specifications and surveys, architecture and engineering, legal expenses, permit and City fees and Owner's Contingency. The total project cost is projected to be approximately $77.4 million for the Lincoln Road District Improvement Project, including Lincoln Road from Lenox Avenue to Washington Avenue, Lincoln Road from Washington Avenue to Collins Avenue, Meridian Avenue from Lincoln Road to 17$^{th}$ Street, Pennsylvania Avenue from Lincoln Road to Lincoln Lane North, and Drexel Avenue from 16$^{th}$ Street to Lincoln Lane North.

a) Physical Improvements

The types of improvements being proposed within the Lincoln Road District include enhancement of pedestrian walkways and café zones, modifications to the existing planters and water features, new landscape and irrigation, needed cosmetic repairs to historic Lapidus structures, drainage improvements, new lighting and signalization/wayfinding, performance/multipurpose areas in the 500 and 600 Blocks, outdoor furnishings at selected locations, gateway trellis at the 400 Block, replacement of underground infrastructure, crosswalk enhancements, and milling and resurfacing of asphalt paving.

b) Available Budget

Total available budget for this project is $50.36M. The total funding for this project was specifically allocated to revitalize the following components within the Lincoln Road District:

- **Lincoln Road Pedestrian Mall $40 million**
- **Convention Center/Lincoln Road Connectors: $10 million**
- **17th Street from Pennsylvania to Washington Ave: $2 million**
  ***This portion of the project was later removed, as it is being performed under a future project to improve 17th Street***
- **Infrastructure (Design Only) $361,000**
  ***This was funded by a separate Public Works project, outside the Lincoln Road Improvement project budget***

c) Lincoln Road District Master Plan Capital Improvement Cost

| LINCOLN ROAD DISTRICT IMPROVEMENTS TOTAL PROJECT COST | |
|---|---|
| **Description (Estimated Construction and Soft Costs)** | **Amount** |
| **Washington to Lenox (Lincoln Road 400-1000 Blocks)** | **$56.1M** |
| **Washington to Collins (Lincoln Road 200-300 Blocks)** | **$5.6M** |
| **Lincoln Road Connectors (Meridian, Penn. And Drexel)** | **$9.1M** |
| **Infrastructure** | **$6.6M** |
| **Total Cost:** | **$77.4M** |
| **Available Budget** | **$50.36M** |
| **Funding Gap** | **($27.04M)** |

d) Special Assessment Opportunities

One way to bridge the funding gap is to impose a special assessment on the properties receiving a benefit from the Project. There is ample precedent for this approach.

Lincoln Road Capital Improvements District (1994)

On May 18, 1994, the City Commission adopted Resolution No. 94-21165, creating a special assessment district to be known as the Lincoln Road Capital Improvements District No.1; providing for the levying of special assessments; indicating the location, nature and estimated cost of the improvements to be partially defrayed by the special assessments.

The Lincoln Road Task Force, established in order to work with the City of Miami Beach in developing an overall comprehensive plan for the redevelopment and revitalization of Lincoln

Road, was composed of Lincoln Road property owners, merchants, the Miami Beach Development Corporation, and the City Manager.

Under the authority provided by Chapter 170.01, Florida Statutes, as amended, The City levied and collected a special assessment against those properties benefited by the public improvements. The 1994 assessments defrayed approximately half, or 50%, of the estimated project costs directly related to “Mall enhancements.”

The agreed upon equitable assessment formula, reached by consensus with the Lincoln Road Task Force, was a blended one. The assessment formula charged, for linear front footage, linear side footage, and a rate per square foot for the space above ground level.

City of Coral Gables Streetscape Project (2014)

On June 10, 2014, the City of Coral Gables Commission adopted resolution No. 2014-114, the Initial Assessment Resolution for Miracle Mile Improvement Project and No. 2014-115, the Initial Assessment Resolution for Giralda Avenue Improvement Project. The resolutions described the methods of assessing the cost of the design, acquisition, construction and installation of the improvement project against the real property that will be specially benefited thereby, as well as, collection of the assessments and repayment amounts.

On October 14, 2014, the City of Coral Gables passed and adopted Resolution No. 2014-223 authorizing the negation of a loan in an amount not to exceed $25,000,000 from the Sunshine State Governmental Financing Commission to finance certain Capital Improvements within the City of Coral Gables. The debt service on the Capital Improvement Revenue Bonds (“Bonds”) would be paid in part by the City of Coral Gables (50%) and in part by the special assessments (50%) imposed on the properties receiving special benefit from the Project.

Lincoln Road Business Improvement District (2019)

On April 15, 2015, the Mayor and City Commission of the City of Miami Beach adopted Resolution No. 2015-28992, creating a special assessment district to be known as the Lincoln Road Business Improvement District (LRBID). City staff has met with representatives of the LRBID on multiple occasions, throughout the design phase, in order to provide updates and receive feedback. On January 8, 2019, the City Commission hosted a Lincoln Road Workshop to review the design, cost and budget for the project, as well as potential scope reductions. The LRBID, through several Executive Committee and Board of Directors meetings, expressed interest in contributing towards programming for activation of Lincoln Road as opposed to capital funding for the physical improvements.

On July 3, 2019, the Board of Directors of the Lincoln Road Business Improvement District adopted Resolution 18-19-11 (Attachment A), in support of the full implementation of Phase I of the Lincoln Road District Master Plan, and further expressing support for the creation of an expanded Business Improvement District. The Lincoln Road Business Improvement District Board of Directors further expresses its desire to (a) expand the term of the LRBID for an additional five years; (ii) increase the area covered by the LRBID to include, at a minimum, Lincoln Road from Collins Ave. to West Ave. and to include the side streets; and (iii) increase the assessments to current LRBID members by approximately twenty-five percent (25%) and to consider alternative methods of assessment. These modifications to the term, boundaries, and assessment methodology of the LRBID would generate approximately $16,500,000 of

additional revenue over the next ten (10) years, which funds will be used for arts, culture, and performance programs.

The Mayor and Commission through resolution would need to review and consider allowing for an "expanded Business Improvement District" and authorize a special election of the affected property owners for the creation of this new Lincoln Road Business Improvement District.

e) Potential Project Scope Cost Reduction Strategy And Potential Additional Funding Sources

(i) Scope Reduction and Augmented Budget **(Option A)**

In order to further alleviate the financial impact for the construction of the project, City staff, the design consultant, the construction manager and various Lincoln Road stakeholders have worked together to examine potential scope reductions, thereby reducing project cost.

The single item with greatest impact on cost was identified to be the gateway trellis located at the Washington Avenue entrance to Lincoln Road. Additionally, it has been noted that the project could omit the Washington to Collins (Lincoln Road 200-300 Blocks) scope, as this area may be impacted by the planned Washington Avenue improvements in the future, and may be included as part of that project. The Resolution, recently adopted by the LRBID, would generate additional revenue to be used for Arts, Culture and Performance programming, as well as the necessary promotional, marketing and advertising campaigns. Additionally, in the event that the expansion of the LRBID is not successful, the LRBID has suggested that the City could establish a special assessment district. The impact of these scope reductions and the inclusion of additional funding sources is depicted in the chart below:

| **LINCOLN ROAD DISTRICT IMPROVEMENTS PROPOSED BUDGET RECONCILIATION – OPTION A** | |
|---|---|
| **Description** | **Amount** |
| **Funding Gap** | **($27.04M)** |
| **Omit Washington to Collins (Lincoln Road 200-300 Blocks)** | **$5.1M** |
| **Omit Gateway Trellis and Trellis Specialty Lighting** | **$4.7M** |
| **Infrastructure Funding (Storm, Water and Sewer)** | **$7.0M** |
| **Security Barriers (GO Bond)** | **$2.4M** |
| **Non-TIF RDA (previously de-appropriated)** | **$6.86M** |
| **Project Deficit** | **($0.98M)** |

The Administration could utilize AIPP funding made available by the Convention Center Headquarter Hotel project, to fund an art piece to serve as the gateway feature, replacing the trellis. The Administration further proposes creating a Lincoln Road Arts and Culture Committee which would be tasked with the selection of art pieces to be displayed along Lincoln Road.

The resulting project budget for this reduced scope and augmented funding would be broken down as follows:

| LINCOLN ROAD DISTRICT IMPROVEMENTS PROJECT BUDGET - OPTION A | |
|---|---|
| **Description** | **Amount** |
| **Washington to Lenox (Lincoln Rd 400-1000 Blocks) Omitting Trellis** | **$50.1M** |
| **Washington to Collins (Lincoln Road 200-300 Blocks)*** | **$0.5M** |
| **Lincoln Road Connectors (Meridian, Penn. And Drexel)** | **$10.0M** |
| **Infrastructure** | **$7.0M** |
| **Total Project Budget** | **$67.6M** |

*This item accounts for funding which has already been spent during the design phase of the project.

(ii) Scope Reduction with the Inclusion of Drexel Avenue **(Option B)**

Alternatively, the project team has explored the possibility of value engineering the project such that it would utilize the allocated funding of $50 million. This would involve revising, deferring or eliminating scope elements of the plan such as new pedestrian paving, pedestrian lighting, replacement of underground water lines along Lincoln Road, camera and security infrastructure, landscaping the Washington to Collins portion, fountains and follies. Throughout the discussions regarding potential scope reductions, it became evident that the improvements to Drexel Avenue, from 16th Street to Lincoln Lane North, were highly desirable and constituted a necessary improvement. As such, the Administration would recommend that additional funding of approximately $4.3M be provided to complete the pedestrianization of Drexel Avenue at Lincoln Road.

The resulting project budget for this option would equate to the currently available budget with an added amount, in order to be able to include the pedestrianization of Drexel and can be broken down as follows:

| LINCOLN ROAD DISTRICT IMPROVEMENTS PROJECT BUDGET - OPTION B | |
|---|---|
| **Description** | **Amount** |
| **Washington to Lenox (Lincoln Road 400-1000 Blocks)** | **$40.M** |
| **Lincoln Road Connectors (Meridian and Infrastructure)** | **$10.0M** |
| **Lincoln Road Connectors (Drexel)** | **$4.3M** |
| **Total Project Budget** | **$54.3M** |

f) Construction Phasing and Impact on Businesses

Strategic construction phasing is crucial to minimizing the impact on the businesses on Lincoln Road, visitors and residents. As directed by Commission on previous occasions, the project team has proceeded with planning which would limit construction activities to one block at a time, resulting in a duration of approximately 6-9 months per block (Option A), for a total project duration between 42 and 63 months.

Should the project proceed with the further reduced scope, matching the currently available budget, the construction timeline would be reduced to a duration of 3-4 months per block (Option B), for a total project duration between 21 and 28 months.

## CONCLUSION

The "Lincoln Road District Master Plan" design aims to become a catalyst for economic development. Inviting spaces that will engage the community, attract residents, visitors, and resonate as a world-class destination.

The owners and stakeholders of Lincoln Road recognize this moment as the time to carry out the vision of the "Lincoln Road District Master Plan" to completion. The City of Miami Beach has agreed to contribute $50 million to provide the necessary infrastructure, and a portion of the aesthetic design. This leaves a funding gap of nearly $27 million for the full JCFO design.

The potential options are as follows:

| LINCOLN ROAD DISTRICT IMPROVEMENTS- BUDGET OPTIONS | | |
|---|---|---|
| **Description** | **Amount** | **Deficit** |
| **Original JCFO full scope** | **$77.4M** | **($27.04M)** |
| **Reduced Scope with Additional Funding (Option A)** | **$67.6M** | **($0.98M)** |
| **Redesigned Scope with Drexel Improvements (Option B)** | **$54.3M** | **($4.3M)** |

It is the Administration's recommendation that the project proceed with Option A, provided the LRBID is successful in the implementation of its expansion and extension, thereby generating funding for Arts, Culture and Performance programming, as well as the necessary promotional, marketing and advertising campaigns. In the event the LRBID is not successful in obtaining the approval of the property owners to expand and extend, then the Administration would recommend that the project be re-designed to reduce scope, such as Option B, with the goal of limiting City investment to the funding already allocated, or some lesser cost. The Administration is not comfortable at this point recommending creating a special assessment district in lieu of expanding and extending the LRBID.

Additionally, upon successful expansion of the LRBID, the Administration recommends exploring the establishment of a Lincoln Road Arts Committee, composed of representatives from some of the area's arts and culture institutions. The committee would make recommendations regarding permanent and transient art installations and special performances.

The benefits anticipated to be received by the properties under either approach include, but are not limited to, increase in market value at a faster rate, lower insurance cost, and substantial growth in the amount of tourist and local visitors. The improvement of utility services, safety, overall aesthetics, storm water drainage, additional landscape, and urban design are directly correlated with commercial attractiveness that lead to economic growth.

The realization of this ambitious project will create a district with strong civic and social connections to the community through activities, shop, work and play.

**Legislative Tracking**
Office of Capital Improvement Projects

**Sponsor**
Mayor Dan Gelber

**ATTACHMENTS:**

| | Description |
|---|---|
| 🗋 | Attachment 1 |

**RESOLUTION 18-19-11**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LINCOLN ROAD BUSINESS IMPROVEMENT DISTRICT, INC., EXPRESSING SUPPORT FOR THE FULL IMPLEMENTATION OF PHASE I OF THE LINCOLN ROAD DISTRICT MASTER PLAN (THE "PROJECT"), AT A COST OF APPROXIMATELY $77 MILLION; AND FURTHER EXPRESSING SUPPORT FOR THE CREATION OF AN EXPANDED BUSINESS ASSESSMENT DISTRICT TO HELP SUPPORT AND PROMOTE THE FULLY IMPLEMENTED PROJECT.**

**WHEREAS,** on April 15, 2015, the Mayor and City Commission of the City of Miami Beach ("City") adopted Resolution No. 2015-28992, creating a special assessment district to be known as the Lincoln Road Business Improvement District, Inc., ("LRBID"), for a term of ten (10) years, to stabilize and improve the Lincoln Road retail business district; and

**WHEREAS,** the LRBID is comprised of the owners of seventy-six (76) properties abutting and surrounding Lincoln Road; and

**WHEREAS,** the LRBID wishes to encourage the development of a vibrant Lincoln Road mixed-use neighborhood, thereby providing a dynamic setting for businesses and area residents alike; and

**WHEREAS,** in October 2015, the City approved the Lincoln Road District Master Plan ("Master Plan") developed by James Corner Field Operations as a guide for future improvements of the Lincoln Road District; and

**WHEREAS,** while the City and Miami-Dade County, through the Miami Beach Redevelopment Agency, have partially funded the improvements in the Master Plan and are presently determining whether to complete the first phase of the Project in its entirety (at a cost of approximately $77 million, including underground infrastructure improvements) or to delay and modify the project down to a cost of $50 million; and

**WHEREAS,** Lincoln Road-area property owners have made significant contributions to the improvement of the Lincoln Road District, including through the creation of the LRBID, and wish to continue working with the City to further develop Lincoln Road as a vital arts, culture and performance area.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LINCOLN ROAD BUSINESS IMPROVEMENT DISTRICT, INC.:**

**Section 1.** The Board of Directors of the LRBID hereby expresses support for the City to implement the full Lincoln Road District Master Plan but requests the City to consider substituting the trellis on the 400 block of Lincoln Road for a significant, monumental sculpture of equal value to be acquired, leased, or borrowed to be located on the same block of Lincoln Road and to be rotated if desired in order to define the entrance to the street. This sculpture or other art work should be selected in cooperation with a curatorial committee composed of art museum directors/curators, and others with an expertise in public art and the

creation of cultural places and designated BID members. The City should also ensure that the planned spaces for art, culture and performance provide digital infrastructure and adequate lighting and can support the weight of significant sculptures.

**Section 2.** In order to protect the City's significant investment in the Lincoln Road District and solidify Lincoln Road's reputation as a significant arts, culture, and performance district, the Board of Directors of the LRBID further expresses its desire to: (i) expand the term of the LRBID for an additional five years; (ii) increase the area covered by the LRBID to include, at a minimum, Lincoln Road from Collins Ave. to West Ave. and to include additional side streets; and (iii) increase the assessments to current LRBID members by approximately twenty-five percent (25%) and to consider alternative methods of assessment. These modifications to the term, boundaries, and assessment methodology of the LRBID would generate approximately $16,500,000 of *additional* revenue over the next ten (10) years, which funds will be used for arts, culture, and performances within the Lincoln Road District, including the promotion thereof.

Specifically, an expanded LRBID would be able to allocate up to $2,000,000 annually for each of the next 10 years for artistic and cultural programming as well as the necessary promotional, marketing and advertising campaigns to promote Lincoln Road's arts, culture and performance programming, and its place as the premier, safe, family friendly south Florida destination. Most of those funds will be invested in robust arts and music programming, both directly and through sponsorship programs on Lincoln Road. Direct programming would include (dance, music, performance), art and sculpture installations (Instagrammable) and activations (seasonal) conducted by the BID, as well as support for holiday programming and lighting. Sponsorships would continue, such as the LRBID's sponsorships of the New World Symphony, South Beach Jazz Fest, Miami Beach Pride and the Colony Theatre. The BIDs commitment is to program all activities at a higher cultural level.

**Section 3.** The expanded LRBID will engage professionals and work with art museum directors/curators, the New World Symphony and others with an expertise in public art, performance and the creation of cultural spaces to develop cultural programming on Lincoln Road.

**Section 4.** The LRBID supports implementing the James Corner Master Plan in the manner set forth in James Corner's memo of April 12, 2019 to City Manager Morales.

**Section 5.** The Board of Directors of the LRBID hereby directs the Executive Director of the LRBID to transmit a copy of this resolution to the City Manager and the Mayor and City Commission of the City of Miami Beach.

Approved and presented by the Board of Directors of the Lincoln Road Business Improvement District, Inc., which unanimously approved this Resolution by a 10 to 0 vote on this 3rd day of July of 2019.

Steven Gombinski
President
Lincoln Road Business Improvement District, Inc.

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA RATIFYING A THREE YEAR LABOR AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE FRATERNAL ORDER OF POLICE, WILLIAM NICHOLS LODGE NO. 8 (FOP), FOR THE PERIOD FROM OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021; AUTHORIZING THE MAYOR, CITY MANAGER, AND POLICE CHIEF TO EXECUTE THE LABOR AGREEMENT.

---

## RECOMMENDATION

The Administration recommends adoption of this Resolution.

## ANALYSIS

On September 30, 2018, the three-year collective bargaining agreement between the City of Miami Beach and the FOP (covering the period of October 1, 2015 through September 30, 2018) expired. The City and FOP began meeting in August 2018 to negotiate a successor agreement. After six formal negotiation sessions, on May 20, 2019, the City and FOP reached a tentative three-year agreement covering the period of October 1, 2018 through September 30, 2021.

The FOP leadership held a ratification vote on the proposed agreement from July 9, 2019 through July 12, 2019. As per the attached email from the FOP President, Kevin Millan, the agreement was ratified by 243 members voting for the contract and 53 members against. (Attachment 1)

The following is a summary of the newly negotiated terms between the parties:

General Provisions

3.2 Grievance Procedure: Step III will be treated as a mediation.

3.3 Binding Arbitration: Written reprimands shall be settled at Step III.

Pension

7.24 Pension:

• Pension- Allow a window of opportunity (7/1/2021 to 9/30/2021) for all BU members to purchase up to two years creditable service with in increments of 3% up to a maximum of 6 % multiplier for military service and/or prior county or municipal fire service. Can only be used if the employee completes 10 years of service. Sick and or annual leave can be used for the purchase. Future employees can exercise this option within the first twenty-four months of employment. Current employees who have previously purchased past credit up to the two years may not use this option.
• Vesting- Increase from 5-10 years
• Age to collect- Once benefit reaches 85%, no age requirement.
• Same as IAFF

Cost-Of-Living Adjustments (COLA)

8.1 Wage Increases:

• 0% October 2018
• 1% April 1, 2020
• 1% April 1, 2021

Other Economic Items

8.7 Holidays: members working midnight shift on Christmas and New Year's Eve should also be paid.

8.9 Sick and Vacation Leave Accrual and Payment on Termination: Sick leave increased at termination 600 hrs. to 620 hrs.

8.15 On Call Pay (NEW): 2.5% incentive pay for those employees designated as on call status. Elimination of ISAP and Telephone Calls.

8.22 Forced Holdover: Double time for all unplanned hours forced to work OT or unplanned extensions of planned OT. City to give 14 calendar day notice whenever practical for planned event OT. Does not apply to planned OT or extensions of regular shifts.

8.27 CJSTC Police Instructor Incentive Pay: 2.5% incentive pay (Max limit went from 50 employees to 75).

8.32 CJIS Pay (NEW): incentive pay for certification (all qualify). 2% upon ratification and 2% in April 2020 for a total of 4%.

8.33 Crisis Intervention Team (CIT) (NEW): 2.5% incentive pay for crisis intervention team training. Employee must be vested to be eligible.

8.34 Marine Pay (NEW): 5% (same as Fire) 4 Officers and 1 Sgt.

11.1 Safety and Health: Cooper test incentive pay went from $50 to $75 per pay period.

Miscellaneous Items

Article 9 Health Trust Contributions:
• Future annual increases to the City monthly contributions will be made based upon the Annual Segal Health Plan Cost Trend Survey for Open Access PPO/POS Plans. Note in Fiscal Year 2018/2019 this resulted in a savings of $756,000.
• FOP Health Trust Fund shall provide the audited financial Statements from the TRUST CPA on an annual basis but not later than March 1st of each calendar year.

Article 16 Promotions: Sgt exam eligibility increase from 4 to 6 years of service plus reopener for discussions of other procedural changes.

**CONCLUSION**

The Administration recommends adoption of this Resolution. Exhibit A to the resolution is a copy of the proposed labor agreement.

**FINANCIAL INFORMATION**

The terms and conditions of the proposed three-year labor agreement between the City and FOP assumes an estimated impact of $($266,000.00) for FY 2018/19; $2,434,300.00for FY 2019/20; $2,131,300.00 for FY 2020/21. The total estimated three-year impact is $4,565,600.00.

**Legislative Tracking**

Human Resources

**ATTACHMENTS:**

**Description**

- Reso
- Exhibit A
- FOP Contract Red Lined

**RESOLUTION NO._____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA RATIFYING A THREE YEAR LABOR AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE FRATERNAL ORDER OF POLICE, WILLIAM NICHOLS LODGE NO. 8 (FOP), FOR THE PERIOD FROM OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021; AUTHORIZING THE MAYOR, CITY MANAGER, AND POLICE CHIEF TO EXECUTE THE LABOR AGREEMENT.**

**WHEREAS,** the City Manager has submitted to the Mayor and City Commission the attached Labor Agreement that was negotiated between the City of Miami Beach ("City") and the Fraternal Order of Police, William Nichols Lodge No. 8 (FOP), for the employees covered by said Agreement for the period covering October 1, 2018 through September 30, 2021; and

**WHEREAS,** the previous Labor Agreement was for a three year period from October 1, 2015, through September 30, 2018; and

**WHEREAS,** Exhibit A to this resolution is a copy of the contract language changes in substantial form that reflects the pension and economic issues, and the non-economic issues tentatively agreed to between the City and the FOP; and

**WHEREAS,** any changes to the substantial form would be non-material in nature as determined by the City Attorney and the FOP, or else would require re-ratification by the City Commission and FOP; and

**WHEREAS,** the FOP bargaining unit employees held a ratification vote from July 9th through July 12th, 2019, whereby the proposed 2018-2021 Labor Agreement was approved by the bargaining unit; and

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the attached three (3) year labor Agreement with the FOP, Williams Nichol Lodge No. 8 bargaining unit for the time period covering October 1, 2018 through September 30, 2021 is authorized and approved; and the Mayor, City Manager, and Police Chief are authorized to execute the Agreement on behalf of the City of Miami Beach.

**PASSED and ADOPTED** this___day of June 2019.

**ATTEST:**

_____
Dan Gelber, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/22/19 Date

**AGREEMENT**

**BETWEEN**

**CITY OF MIAMI BEACH, FLORIDA**

**and**

**MIAMI BEACH FRATERNAL ORDER OF POLICE**

**WILLIAM NICHOLS LODGE NO. 8**

**Period Covered**

**October 1, 2018~~5~~ through September 30, ~~2018~~2021**

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**AGREEMENT**

THIS AGREEMENT, made and entered into this __ day of _____, 2019~~6~~, by and between the CITY OF MIAMI BEACH, FLORIDA (herein called the "City"), and the MIAMI BEACH FRATERNAL ORDER OF POLICE, WILLIAM NICHOLS LODGE NO. 8 (herein called the "FOP").

**PREAMBLE**

WHEREAS, the FOP has been selected as the sole and exclusive bargaining representative by a majority of employees in the certified bargaining unit set forth in Article 1, and has been recognized by the City pursuant to the laws of the State of Florida as the sole and exclusive bargaining representative for said employees; and

WHEREAS, it is the intention of the parties to this Agreement to provide in manner which is binding and superior to ordinances and personnel rules of the City, for a salary schedule, fringe benefits, and conditions of employment of the employees covered by this Agreement, and to provide for the continued and efficient operation of the City's Police Department; and to provide for an orderly and prompt method of handling and processing grievances; and

WHEREAS, the FOP and the City agree to seek and maintain high standards for the operation of the Police Department;

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1**
**RECOGNITION**

The City recognizes the FOP as the sole and exclusive bargaining representative for the purpose of wages, hours, and other terms and conditions of employment for employees in the following classifications in the Police Department (hereafter "employees"):

Trainees

Police Officers

Sergeants of Police

Lieutenant of Police

Detention Officers

All other employees in other existing classifications are specially excluded.

**ARTICLE 2**
**DEDUCTION OF DUES**

**Section 2.1 – Check-off**

Upon receipt of a lawfully executed written authorization from an employee which is presented to the City by an official designated by the FOP in writing, the City agrees during the term of this Agreement to deduct biweekly FOP dues of such employees from their pay and remit such deductions to the FOP Treasurer within fourteen (14) calendar days however, such authorization is revocable at the employee's will upon thirty (30) days' written notice to the City and the FOP. The City shall deduct the dues from the FOP members who have authorized such a deduction in the following manner: Each member's biweekly wages shall be reduced by the amount equal to one and one half percent (1.5%) of the annual minimum of the pay range of the Police Officer Classification, divided by twenty-six (26) pay periods.

For example:
The current annual minimum for the Police Officer Classification is $53,309.01.
$53,309.01 x .015=$799.64 / 26 = $30.76
$30.76 shall be deducted biweekly from the member's paycheck.

The FOP shall be responsible for advising the City of any change in the percentage of dues calculation in writing. The City shall revise the calculation for each authorized deduction whenever a change to the annual minimum of the pay range of the Police Officer Classification is made, or whenever so notified in writing by the FOP of a change in the percentage.

The City agrees to use diligence in making prompt delivery of monies owed to the FOP. The charge for dues deductions shall be calculated by multiplying one average run of check-offs by four (4) and multiplying the product by seven cents ($0.07). The City shall notify the FOP of the amount owed no later than September 1 of each year. The FOP shall make payment to the City no later than September 30 of each year. The FOP will notify the City in writing of the exact amount of such uniform membership dues to be deducted. The FOP will notify the City thirty (30) days prior to any change in its dues structure or if there are additions or deletions to the established check-off list.

**Section 2.2 – Legal Services Trust Fund**

If the FOP establishes a Legal Services Trust Fund, upon receipt of a lawfully executed written authorization from an employee which is presented to the City by an official designated by the FOP in writing, the City agrees during the term of this Agreement to take biweekly deductions from such employees from their pay and remit such deductions to the Trustee within fourteen (14) calendar days; however, such authorization is revocable at the employee's will upon thirty (30)

days' written notice to the City and the FOP. There will be no charge to the FOP for Legal Services Trust Fund deductions.

The FOP will notify the City in writing of the exact amount of such uniform Legal Services Trust Fund deductions. The FOP will notify the City thirty (30) days prior to any change in the deduction structure or if there are additions or deletions to the established Legal Services Trust Fund deduction structure.

**Section 2.3 – Indemnification**

The FOP agrees to indemnify and to hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article; provided, that the City will not be indemnified or held harmless for any intentional tort. This indemnification is not intended to cover claims made by, or on behalf of the FOP.

**ARTICLE 3**
**GRIEVANCE PROCEDURE**

**Section 3.1 – Definition of Grievance and Time Limit for Filing**

A grievance is a dispute involving the interpretation or application of the express terms of this Agreement, excluding matters not covered by this Agreement; or where Personnel Board rules and regulations are involved; provided that disciplinary actions, including discharges, may be grieved under this Article, as provided herein. See Section 3.7 (Election of Remedies) for procedures to be utilized in particular circumstances. No grievance shall be entertained or processed unless it is submitted within twenty (20) workdays (excluding Saturday, Sunday, or holidays recognized by the City) after the occurrence of the first event giving rise to the grievance or within twenty (20) workdays after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the first event giving rise to the grievance.

**Section 3.2 – Grievance Procedure**

The FOP shall have the right to initiate and process grievances on its own behalf or on behalf of named members of the bargaining unit. However, the FOP shall have the right in its sole discretion not to process grievances on behalf of bargaining unit members who are not members of the FOP, provided it notifies said employee of its decision not to proceed. Grievances shall be processed, individually, as follows:

**Step 1**: The grievance shall be presented, in writing on the Grievance Form supplied by the City, to the employee's unit or division commander or a designated representative, who shall answer within five (5) workdays after such receipt. The employee will also provide the FOP with a copy of said grievance.

**Step 2**: If the grievance is brought by the FOP on its own behalf, or if the grievance is brought on behalf of an individual(s) and is not settled in Step 1 and an appeal is desired, it shall be referred in writing to the Police Chief or his designee. The Election of Remedy Form shall be completed and signed by the FOP and/or the grievant, and attached to the Step 2 grievance. The Police Chief shall discuss the grievance within ten (10) workdays with the employee and the FOP grievance committee at a time designated by the Police Chief. If no settlement is reached, the Police Chief shall give the City's written answer to the employee and the FOP grievance committee within five (5) workdays following their meeting.

**Step 3**: If the grievance is not settled in Step 2 and both the employee and FOP grievance committee desire to appeal, or if it is a class grievance filed by the

FOP and at least one employee of the named class and FOP grievance committee desire to appeal, it shall be appealed in writing to the City Manager or his designee for Labor Relations within fifteen (15) workdays after the City's answer in Step 2. ~~A meeting between the City Manager or his designee, the employee, and the FOP grievance committee shall be held at the time designated by the City Manager within fifteen (15) workdays. Step III will be treated as a mediation, if resolution is not reached the parties will mutually agree to proceed to arbitration and If no settlement is reached, the City Manager or his designee for Labor Relations shall give the City's written answer to the employee and the FOP grievance committee within fifteen (15) workdays following the meeting.~~ Within fifteen (15) workdays after the grievance is submitted is to HR, the parties shall confer to pick a neutral third-party as a mediator. After the mediator is selected, the parties shall schedule a mediation, which shall happen within thirty (30) workdays after the selection of the mediator. The parties can agree to extend this deadline, and it is understood that the selewcted mediator's schedule may require an extension. The parties shall evenly split the costs of the mediator. The rules of mediation that are applicable in the Florida Courts shall apply, in full. For the avoidance of confusion, this means that anything and everything discussed during mediation is confidential and may not be introduced in any other proceeding, ever. This confidentiality provision shall be interpreted as inclusive. Both parties must have a decision-maker present at the mediation. If the parties are unable to resolve the matter at mediation the mediator shall declare an impasse.

**Section 3.3 – Binding Arbitration**

If the grievance is not resolved in Step 3 of the grievance procedure, the FOP grievance committee~~, with the concurrence of the employee who filed the grievance, or if it is a class grievance filed by the FOP, with the concurrence of at least one employee of the named class, or if it is a grievance filed by the FOP on its own behalf,~~ may refer the grievance to binding arbitration within fifteen (15) workdays after ~~receipt of the City's answer in~~in the declaration of impasse from Step 3. The parties may select an arbitrator by mutual agreement. Nonetheless, ~~The parties shall attempt to agree upon an arbitrator within fifteen (15) workdays after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said fifteen (15),~~ the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the FOP shall have the right to strike two names. The name remaining after the ~~City~~ the last party strikes shall be the arbitrator. The parties shall notify the arbitrator of their selection and request the arbitrator's availability for a hear. ~~The arbitrator shall be notified of his selection within five (5) workdays by a joint letter from the City and the FOP requesting that he advise the parties of his availability for a hearing. The parties may select a permanent arbitrator in lieu of the selection procedure set forth in this section.~~

Written reprimands shall be settled at Step III.

**Section 3.4 – Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the FOP, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall submit in writing his decision within thirty (30) days following ~~the close of the hearing or~~ the submission of briefs by the parties, ~~whichever is later, provided that the parties may mutually agree in writing to extend said limitation.~~ Either party may elect to make a closing argument at the hearing. A party can BOTH make a closing argument and submit a written brief. Written briefs shall be due on a date agreed to by the parties. The parties may agree to extend the deadline for submission of written briefs, and the deadline for the decision from the arbitrator.

The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. If the arbitrator acts in accordance with this Section, the decision of the arbitrator shall be final and binding.

**Section 3.5 – Expenses of Arbitration**

The fee and expenses of the arbitrator and the cost of a court reporter's attendance and written transcript shall be divided equally between the City and the FOP; provided, however, each party shall be responsible for compensating its own representatives or witnesses.

**Section 3.6 – Processing Grievances**

All grievance discussions and investigations shall take place in a manner which does not interfere with the operation of the Police Department. Any time spent by the Grievance Committee of the FOP in discussions or processing grievances at Step 1, 2, or 3 during their working hours shall not result in a loss of earnings or benefits.

**Section 3.7 – Election of Remedies**

Disciplinary actions may be grieved (1) under the grievance/arbitration provisions contained in this Article or (2) to a Hearing Examiner, who shall be selected by utilizing the procedures outlined in Section 3.3 of this Article. A grievance involving the interpretation or application of this Agreement may be grieved solely under the grievance/arbitration provisions contained in this Article. Grievances regarding certain non-disciplinary matters, such as disagreements as to the

waiving or application of changes to personnel rules or other work rules or policies may be filed via the Personnel Board procedures.

The decision of the hearing officer shall be final & binding. The cost of a Hearing Examiner shall be borne by the City. Any proceedings before the Hearing Examiner shall be conducted pursuant to the attached Hearing Examiner Rules.

**Section 3.8 – Probationary Period**

Nothing herein shall in any way affect the discretion presently accorded the Police Chief with respect to employees in their probationary period following hire or in their probationary period following promotion. It is specifically understood by the parties that the exercise of the Police Chief's discretion in this regard shall not in any way be subject to the grievance procedure set forth herein. Newly hired employees shall remain in probationary status for twelve (12) months after completion of the Field Training Officer (FTO) program and have no right to utilize the grievance procedure for any matter concerning discharge, suspension or other discipline during such period.

Employees promoted to the rank of Sergeant of Police or Lieutenant of Police shall remain in probationary status for nine (9) months after completion of the Supervisor FTO program designed by the Chief of Police, with input from the Union. In no event will the Supervisor FTO program be longer than eight (8) weeks.

**Section 3.9 – FOP Grievance Committee**

The FOP shall appoint a Grievance Committee of not more than three (3) members, and shall notify in writing the Police Chief and the City Manager's designee for Labor Relations of the name or names of the employee or employees serving on this committee and of any changes in the numbers of this committee. The members of this committee may not conduct any investigation while on duty without receiving the permission of the Police Chief, or in his absence, the duly authorized representative acting in his behalf; however, such permission shall not be unreasonably withheld. Department clerical personnel will not be used by the grievance committee in grievance matters. The grievance committee shall not unreasonably use other departmental resources for the purpose of conducting grievance-related work.

**Section 3.10 – Waiver of Time Limitations or Steps**

The parties may mutually agree in writing to extend any of the time limitations set forth above for the processing of grievances and may also waive any of the intermediate steps of the grievance procedure in writing.

**ARTICLE 4**
**NO STRIKE AND NO LOCKOUT**

**Section 4.1 – No Strike**

The parties hereby recognize the provisions of Chapter 447, Florida Statutes, which define strikes, prohibit strikes, and establish penalties in the case of a strike, and incorporate those statutory provisions herein by reference.

**Section 4.2 – No Lockout**

The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the FOP.

**ARTICLE 5**
**MANAGEMENT RIGHTS**

It is recognized that except as stated herein, the City shall retain all rights and authority necessary for it to operate and direct the affairs of the City and the Police Department in all of its various aspects, including, but not limited to, the right to direct the work force; to plan, direct, and control all the operations and services of the Police Department; to determine the methods, means, organizations, and personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule the working hours; to hire and promote; to demote, suspend, discipline or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the expressed written provisions of this Agreement and that a grievance may be filed alleging such a conflict.

The City shall not employ more than ~~thirty-eight~~eighty (80~~38~~) Reserve Police Officers. No Reserve Police Officers will be authorized to perform off-duty work as a police officer, unless reasonable efforts to fill an off duty job with bargaining unit member fails. Reserve Officers shall be compensated one dollar ($1.00) per fiscal year. The cap on reserve officers can be adjusted by mutual agreement of the City Manager or designee and FOP President.

Should the Department determine, in the discretion of the Chief with the concurrence of the FOP President, to~~,~~ utilize reserve officers to staff special events or other circumstances, such reserve officers will be compensated by the City at the prevailing off-duty rate.

**ARTICLE 6**
**POLICE EQUIPMENT**

The City agrees to issue equipment which includes four sets of class B and E uniform shirts and pants or shorts on annual basis. Footwear, duty gear, department issued weapons, ammunition, handcuffs, expandable batons, light and heavy jackets, rain gear and traffic templates, shall be issued as needed. Additionally, the City will supply an initial issue whistle to all patrol officers. ~~Replacement of whistles shall be at the officer's expense~~. To the extent that a flashlight is a required article of equipment, the City shall provide it. The City will reimburse employees for the cost of replacement of protective vests up to a maximum of $750.00, when needed. However, as long as the City is a recipient of the U.S. Department of Justice Bulletproof Vest Partnership (BVP) Grant, the City will reimburse employees for the cost of replacement of protective vests up to a maximum of $1,000.00, when needed. If the City is no longer a recipient of the BVP Grant, then the reimbursement rate shall be $750.00.

If the Department transitions to new or different types of equipment, all employees shall receive the equipment and applicable training within one (1) year of the transition or within a reasonable timeframe.

Necessary ammunition will be issued to each employee every twelve (12) months to guarantee reliability of the ammunition.

**Retiree Service Weapon**

A bargaining unit member who retires in good standing from the City shall receive his/her service firearm upon retirement or upon separation from the Police Officer Reserve Program, provided that the member does not retire in lieu of termination. The Police Chief (or designee) shall have the right to deny this benefit for any justifiable reason to be approved in conjunctions with the Human Resources Director (or designee).

All bargaining unit members who retire due to in-service connected injuries/disabilities regardless of creditable years of service with the City's Police Department shall be eligible to receive their service firearm. Any sworn employee who retires and remains as a reserve police officer shall receive his or her retiree weapon when they separate from the Police Officer Reserve Program.

Note: The Chief of Police may require the wearing of body armor at any time in response to specific events or threats. When the Chief directs that it be worn, members will wear only body armor authorized or approved by the Department. Members who do not have body armor will not be required to wear any, until the Department either supplies it to them or reimburses their purchased and approved body armor.

**ARTICLE 7**
**HOURS OF WORK AND OVERTIME**

**Section 7.1 – Purpose**

This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

**Section 7.2 – Normal Workweek**

The normal workweek shall consist of forty (40) hours per week and such additional time (subject to Section 7.4 and 7.5 below) as may, from time to time, be required in the judgment of the City to serve the citizens of the City. The workweek shall begin with the employee's first regular shift each week. All hours scheduled in the normal workday will be consecutive. An employee called in early in advance of his normal shift starting time will not be sent home early on such day for the purpose of avoiding overtime unless such employee is in agreement with the request to leave early; provided, however, that except as limited by Section 7.3 below, the City shall retain its right to establish and modify normal work schedules.

**Section 7.3 – Four-Day Workweek**

The City shall extend the present policy of a four (4) day workweek to all employees in the bargaining unit except employees on light duty because of injuries or illness which are not service connected. Employees who suffered a service connected injury or illness and who are permitted to work light duty may work up to thirty-two (32) weeks, measured non-consecutively from the date of injury, on light duty on a 4-10 schedule, or to receive ISC payments for thirty-two (32) weeks, or a combination of both. Thereafter, the officer may be assigned to work a 5-8's shift in a light duty assignment during the pendency of his/her light duty.

Positions occupied by employees who are permitted to elect either a 4-10 or a 5-8 work schedule shall continue on that basis.

Detention Officers shall continue to work a 5-8 work schedule.

**Section 7.4 – Weekly Overtime**

Any member of the bargaining unit required to perform work outside of his/her regularly assigned shift shall receive pay at time-and-one-half their current hourly rate, subject to the provisions of the following paragraph.

~~Effective upon ratification of this Agreement, T~~the parties understand and agree that Section 207(k) of the Fair Labor Standards Act Regulations shall apply to hours of work for employees covered under this agreement. Accordingly, the normal biweekly work period shall consist of eighty (80) hours in a fourteen (14) day period. Hours worked in excess of the eighty (80) hour biweekly work period shall be compensated at the rate of one and one-half times the employee's regular rate of pay; however, sick leave, excluding sick leave taken under the Family and Medical Leave Act (FMLA) and court sick leave (only after having worked at least sixteen (16) consecutive hours), shall not count as hours worked for purposes of overtime calculation. Leave without pay, excluding leave taken under the Family and Medical Leave Act (FMLA), shall not count as hours worked for purposes of overtime calculation. Hours worked on an off-duty assignment shall not count as hours worked for purposes of overtime calculation. All other hours in paid status shall count as hours worked for the purposes of overtime calculation.

**Section 7.5 – Distribution of Overtime Opportunity**

a) Overtime is recognized as being of three (3) general types within the Police Department:

1. **Carry-over Overtime –** Overtime for work carried over from an employee's regular duty assignment (e.g., uniform officer on arrest; detectives' on-going investigations). "Carry-over Overtime" shall not be subject to equal distribution rules.

2. **Staffing Overtime** – Overtime due to staffing needs. Staffing Overtime shall be distributed on a rotating basis, as equally as practicably possible, among employees in the particular work unit who are qualified to perform the particular overtime work, by departmental seniority. The Staffing Overtime list must be exhausted before returning to the top of the list.

   Employees who are not in the particular work unit or division will not be assigned to Staffing Overtime unless reasonable attempts to assign employees from within the work unit or division have failed.

3. **Special Event Overtime** – Overtime for planned events or assignments. Special Event Overtime shall be distributed on a rotating basis, as equally as practicably possible, among all sworn employees in the Department who are qualified to perform the particular overtime work, by departmental seniority. The Chief of Police will develop and maintain a list of recurring special events. The

Union President will be notified of special event pre-action and post-action meetings; his or her attendance is optional

b) Records for Staffing Overtime will be maintained at the Platoon or work section level. Records for Special Event Overtime will be maintained at the Department level.

c) Pay for overtime work will be paid no later than two (2) full pay periods following the pay period in which the overtime/court attendance slip is submitted and approved by the employee's supervisor.

**Section 7.6 – No Pyramiding**

Compensation shall not be paid more than once for the same hours with the exception of the assignment of "guaranteed minimum hours" provided for in Section 8.12, entitled Court Time Compensation, when the court time does not fall completely within the employee's regular shift or assigned overtime shift. In contrast, if the court time completely falls within the employee's regular or overtime shift, no guaranteed minimum court time hours shall be paid.

**ARTICLE 8**
**WAGES AND FRINGE BENEFITS**

**Section 8.1 – Across-the-Board Wage Increases**

a) Effective with the first pay period ending in ~~April of 2016~~October 2018, there shall be a ~~one~~ zero percent (0~~1~~%) across-the-board wage increase. ~~This across-the-board wage increase shall increase the minimums and maximums of the pay ranges for those classifications covered by this Agreement~~.
b) Effective with the first pay period ending in ~~July of 2017~~April 1, 2020, there shall be a ~~three~~ one percent (1~~3~~%) across-the-board wage increase. This across-the-board wage increase shall increase the minimums and maximums of the pay ranges for those classifications covered by this Agreement.
c) Effective with the first pay period ending in ~~July of 2018~~April 1, 2021, there shall be a ~~three~~ one percent (1~~3~~%) across-the-board wage increase. This across-the-board wage increase shall increase the minimums and maximums of the pay ranges for those classifications covered by this Agreement.

**Section 8.2 – Police Vehicle Policy**

In an effort to reduce the long-term costs to the City in maintenance, repairs and liability, a take-home vehicle program will continue on a phased-in process to the extent that funds are available in compliance with State and Federal law from the Police Confiscated Fund.

Bargaining unit members who are participants in the Take-Home Vehicle Program as of October 1, 1997, shall continue in the Take-Home Vehicle Program as prescribed by the City Commission approved Policy and the Department S.O.P. Thereafter, priority for allocation of take-home cars shall be given to all eligible personnel by Departmental seniority.

To defray the operating expense incurred by the City as a result of the non-official use of take-home vehicles, employees shall be assessed a user fee. The fee shall be based on the location of their primary residence as shown below:

| **LOCATION** | **BIWEEKLY FEE** |
|---|---|
| Miami Beach | -0- |
| Dade County (other than Miami Beach) | $25.00 |
| Broward County | $30.00 |
| Palm Beach County (as limited below) | $45.00 or $75.00 |

The take-home vehicle program shall be available to any sworn officer who was hired before July 18th, 2001 [the ratification date of 2000-2003 Agreement] who resides in Miami-Dade or Broward

County. Except as stated in this section, the take-home vehicle program shall not be available to any sworn officer who is hired on or after July 18th, 2001 [the ratification date of the 2000-2003 Agreement] (except police applicants in the background process) and resides outside of Miami-Dade County but is available to a sworn officer who is living outside Miami-Dade County and moves back to Miami-Dade County.

As of July 2010, there were one hundred ten (110) cars allocated in the take home vehicle program for Broward County. Going forward, a number of vehicles to be determined (but no less than one hundred ten (110) vehicles) by the mutual agreement of the Police Chief and the FOP will be allocated for Broward County.

The four (4) police officers currently residing in Palm Beach County will be allowed to retain their take home cars and will continue to pay at their current rates (i.e., the $45.00 or $75.00 that applied to each of them respectively per the terms of the 2003-2006 Agreement) for their vehicles. When each one of these four (4) employees separate from City employment, the number of Palm Beach cars will be reduced as each employee leaves. Whenever one (1) of the four (4) Palm Beach County cars is eliminated, the number of Broward County take home cars will be increased by that same number.

Employees may not park their cars in a location so as to circumvent the restrictions outlined in this section.

The Union agrees that each bargaining unit employee who is assigned a take-home vehicle will purchase at his or her expense an extended non-owner coverage endorsement or non-owner auto insurance coverage in the amount of at least $100,000, within 30 days of this effective date of this agreement. In addition, the employee must maintain an extended non-owner coverage endorsement or non-owner auto insurance coverage in the amount of at least $100,000, for so long as he or she is assigned a take-home vehicle. Employees who are initially assigned a take-home vehicle, subsequent to date of ratification of this agreement, shall be required to obtain and maintain an extended non-owner coverage endorsement or non-owner auto insurance coverage in the amount of at least $100,000, prior to vehicle assignment. Any employee without the required insurance coverage, as stipulated herein, may have the take-home vehicle privilege revoked at the City's discretion. If the insurance industry no longer provides the extended non-owner coverage endorsement or non-owner auto insurance coverage, there will be a re-opener in order for the City and Union to discuss the provisions set forth in this section only.

**Section 8.3 – Compensation Plan**

a) **Entry Level Pay - Hired on or after October 1, 1997**

1. Police Officer

a) Non-Certified Hire - A newly hired, non-certified Police Officer will be placed in the Police Officer Trainee Step 1 rate of pay while attending the Police Academy and until he/she receives notification of passing the State Certification examination. The pay period following the notification of passing the State Certification examination the bargaining unit employee will be placed in Police Officer Trainee Step 2 rate of pay for the duration of his/her first year of service. Upon completing his/her first year of service, in accordance with Section 5 below, the bargaining unit employee shall be placed in Step A.

b) Non-Florida Certified Hire Academy Required - A newly hired, Non-Florida certified Police Officer who is required to attend the Police Academy will be placed in the Police Officer Trainee Step 2 rate of pay while attending the Academy and until he/she receives notification of passing the State Certification examination. The pay period following the notification of passing the State Certification examination, the bargaining unit employee will be placed in Police Officer Trainee Step 3 rate of pay for the duration of his/her first year of service. Upon completing his/her first year of service, in accordance with Section 5 below, the bargaining unit employee shall be placed in Step A.

c) Certified Hire with less than one (1) year of experience - A newly hired Police Officer with less than one (1) year of experience who is not required to attend the Police Academy shall be placed in the Police Officer Trainee Step 3 rate of pay for his/her first six (6) months of service and Step A for the duration of his/her first year of service.

d) Certified Hire with or greater than one (1) year but less than three (3) years of experience - A newly hired Police Officer with or greater than one (1) year but less than three (3) years of experience shall be placed in Step A for the duration of his/her first year of service.

e) Certified Hire with or greater than three (3) years of experience - A newly hired Police Officer with or greater than three (3) years of experience shall be placed in Step B for the duration of his/her first year of service.

2. Detention Officer
A newly hired Detention Officer will be placed in Step A of the pay scale for the duration of his/her first year of service.

b) **State Certification Re-examination –** In the event a newly hired Police Officer who is required to take the State Certification examination fails to pass said examination, he/she shall be placed on a leave of absence without pay until such time as he/she passes the State Certification examination. Said bargaining unit employee shall sign up for the next scheduled examination in the State of Florida and take the examination at his/her expense. In the event the bargaining unit employee fails the re-examination, his/her employment with the City shall terminate.

**Section 8.4 – Step and Longevity Increases**

All step and longevity increases shall become effective on the payroll period commencing nearest the employee's anniversary date, as per current practice. A step increase shall be awarded based upon the employee receiving a satisfactory evaluation during that rating period, as per current practice.

Effective October 1, 2015, one (1) additional step (Step I) shall be added to the maximum pay range for the classification of Detention Officer. The additional step will increase the maximum of the range for the aforementioned classification by five percent (5%). The minimum pay range shall remain as is and there shall be no immediate pay increase for any employees. Those employees at the maximum of the range (Step H) as of October 1, 2015, will move into the new step (Step I) on October 1, 2015, with their anniversary date remaining unchanged. Thereafter, any employee in the aforementioned classification who is at the maximum step of the range, (Step H), shall be eligible to proceed to Step I upon reaching his or her next anniversary date.

**Section 8.5 – Shift Differential**

At the time this Agreement was executed, the City maintained three standard shifts of work to-wit: a first shift starting at approximately 11:00 p.m.; a second shift (also called "Day Shift") starting at approximately 7:00 a.m.; and a third shift (also called "Afternoon Shift") starting at approximately 3:00 p.m.

If the City rearranges the shift scheduling or establishes any new shift, shift differential pay shall follow the below formula based on the time period in which a majority of hours are worked by the

employee. If a majority of the non-standard shift hours are after 3:00 p.m., all the shift differential pay for all post 3:00 p.m. hours, effective October 1, 2006, shall be seventy-five cents ($.75) per hour. If a majority of the non-standard hours are after 11:00 p.m., all the shift differential pay for all post 11:00 p.m. hours, effective October 1, 2006 shall be one dollar ($1.00) per hour. However, effective September 30, 2015, if a majority of the non-standard shift hours are after 3:00 p.m., the shift differential pay for all post 3:00 p.m. hours shall be fifty cents ($.50) per hour, which shall be added the employee's hourly rate; and if a majority of the non-standard hours are after 11:00 p.m., the shift differential pay for all post 11:00 p.m. hours shall be seventy-five cents ($.75) per hour, which shall be added to the employee's hourly rate.

**Section 8.6 – Hazardous Duty Pay**

~~Effective April 1, 2015, all employees covered by this Agreement, shall receive Hazardous Duty Pay in the amount of one hundred ($100.00) dollars per pay period~~. ~~Effective October 1, 2017~~, All employees covered by this Agreement, shall receive hazardous duty pay in the amount of ~~shall be increased to~~ one hundred twenty-five dollars ($125) per pay period. Hazardous Duty Pay shall not be considered as pensionable earnings.

**Section 8.7 – Holidays**

Consistent with the City Commission holiday resolution and current department practices, the holiday benefits presently enjoyed by the employees covered by this Agreement shall continue. Employees shall be paid double time for all hours worked on a holiday. Employees whose regularly scheduled day off falls on a holiday shall be given another day off.

**The following holidays shall be recognized as follows:**

| **Holidays** | **Recognized Date** |
|---|---|
| New Year's Day* | January 1 |
| Independence Day | July 4 |
| Veterans Day | November 11 |
| Christmas Day* | December 25 |

***Effective the first full pay period upon ratification, members working midnight shift on Christmas Eve and New Year's Eve shall also be paid double time for all hours worked.**

**Section 8.8 – Vacation Benefits**

Consistent with applicable ordinances, the vacation benefits presently enjoyed by the employees covered by this Agreement shall continue. Employees shall be allowed to take vacation time off upon completion of their entry FTO program.

In the event an employee is not allowed to take a vacation because of scheduling by the City, he will, at the option of the City, either be paid in lieu of vacation time not used, or be allowed to accumulate into the next calendar year pursuant to existing rules governing accumulation. However, in no event shall an employee be penalized by losing accumulated vacation time because he was unable to use it because of departmental needs. This Section shall not apply to sick leave accumulation.

**Section 8.9 – Sick and Vacation Leave Accrual and Payment on Termination**

Effective upon ratification of this agreement, a~~A~~ll employees covered by this Agreement shall, under applicable ordinances, rules, and regulations, be allowed to accrue no more than 500 hours on an annual basis, and, except in accordance with provisions for postponement of vacation leave as set forth in Article 8, Section 7, of this Agreement; be permitted to transfer sick leave in excess of 360 hours to vacation leave at the rate of two days' sick leave to one day vacation leave to be used in the pay period year when transferred; be permitted a maximum payment at time of termination, death, or retirement of, no more than 620 hours vacation leave and seventy-five percent ~~one-half (1/2~~75%) of sick leave to a maximum of ~~600~~ 620 hours. Employees shall be permitted to carry vacation hours over the five hundred (500) hour cap until March 31st of the following year.

~~a) All members covered under this Agreement shall be entitled to a termination payout of one-half~~seventy five percent ~~(1/2~~75%~~) of his/her accrued sick leave up to a maximum payout of 600~~ 620 ~~hours.~~

**Section 8.10 – Sick Leave Sell Back Program**

An annual sick leave sell back program, payable on a dollar for dollar basis, has been established and implemented as stated in this section~~, effective October 1, 2013~~. The annual sick leave sell back period shall cover each fiscal year, from October 1st to September 30th. Payments for each annual sick leave sell back period will be made in the last pay period in November after the closing of the applicable sell back period.

The sick leave sell back program will allow qualified employees to sell back their annual sick leave accrual during the sell back period, minus any sick and emergency vacation leave utilized during the same period, to be reduced on an hour for hour basis. ~~Effective October 1, 2016~~, Eemployees who have completed twenty (20) years of service or more, before the start of the applicable sell back period, may sell back up to 136 hours minus any sick and emergency vacation leave utilized during the same period, to be reduced on an hour for hour basis. Leave utilized under the Family and Medical Leave Act (FMLA) shall not reduce the sick leave sell back amount.

In order to qualify for participation in the sick leave sell back program, employees must: (1) Have been employed by the City throughout the entire sick leave sell back period being measured; and (2) Maintain at least three hundred (300) hours of combined accumulated sick and vacation leave, after each sell back date. Employees who have completed five (5) years of service or less, before the start of the applicable sell back period, must maintain at least two hundred (200) hours of combined accumulated sick and vacation leave, after each sell back date. The sick leave hours sold back as part of this program cannot cause the employee's accumulated sick and vacation leave to fall below the aforementioned minimum established thresholds.

**Section 8.11 – Bereavement**

When there is a death in the immediate family (mother, father, grandparents, grandchildren, current spouse's parents, brother, sister, current spouse, children or stepchildren or domestic partner as defined in the Domestic Partner Leave Ordinance of an employee), he or she shall be allowed four (4) days off for each death for the purpose of making arrangements and/or attending the funeral, without loss of pay and without charge to accrued sick leave or vacation days of said employee. At his or her request, the employee shall be provided two (2) additional work days off, which shall be charged to the employee's accrued sick or vacation leave bank. In such circumstances, additional time off may be granted at the discretion of the Police Chief, and shall be chargeable to the accrued sick or vacation leave of such employee. Requests for additional time off shall be submitted in writing to the Police Chief.

The City shall be responsible for funeral expenses for any employee killed in the line of duty, up to a maximum of $20,000.

**Section 8.12 – Court Time Compensation**

For attendance at court during off-duty hours for purposes related to employment with the City, employees shall be provided with time and one-half pay for such time spent at court with the following minimum hourly guarantees:

a) During an employee's off-duty hours, a minimum of four (4) hours per day shall be guaranteed until September 30, 2015, at which time the minimum hours per day shall decrease to three and one-half (3 ½) hours. However, if an employee's first court appearance begins within one (1) hour of the start of his/her regularly assigned shift or ends within one (1) hour after the end of his/her regularly assigned shift, a minimum of two (2) hours per day shall be guaranteed.

b) For the employee's second off-duty appearance in the same day, an additional two (2) hour minimum shall apply after the expiration of four hours (or two hours if the initial two-hour minimum was in effect).

c) For the employee's third off-duty appearance in the same day, an additional one (1) hour minimum shall apply after the expiration of six hours (or four hours if the initial two-hour minimum was in effect).

d) No Pyramiding. Compensation shall not be paid more than once for the same hours.

**Section 8.13 – Out-of-Classification Pay**

When an employee is assigned by the shift commander to perform at the level of a higher rank, he shall be paid for the duration of the assignment at an hourly rate of pay of ~~two~~ three dollars ($3~~2~~.00) higher than his/her regular rate; provided that this shall in no way constitute an obligation to assign an employee to a higher classification under any circumstances and it is recognized that the City retains the right to determine when and for how long an employee will be temporarily assigned to a higher classification. ~~Effective October 1, 2016, the amount shall increase to three dollars ($3.00) per hour.~~

**Section 8.14 – Standby Pay**

When an employee is placed on standby during off-duty hours by order of the shift commander for the purpose of being available to return to duty to handle emergency crowd control or natural disasters, he will be paid one-half (1/2) of his regular base rate for all standby time up to a maximum of eight (8) full-time hours in a twenty-four (24) hour period, starting with the time he is notified to stand by. Standby remuneration shall cease at the earlier of sixteen (16) hours in a twenty-four (24) hour period or when the employee is notified by order of the shift commander that the standby order is rescinded. Standby hours shall not be considered as hours worked for purposes of overtime.

**Section 8.15 – Call-In Pay, ~~Investigative Supervisor Availability Pay (ISAP),~~On Call Pay, and Telephone Calls**

a. Call-In Pay

An employee who is called to perform work outside of his regularly assigned shift will be paid a minimum of two (2) hours' compensation at the straight time hourly rate or time and one-half the regular hourly rate, subject to the provisions of Article 7.4, Weekly Overtime, except when contiguous to the employee's regular schedule.

b. On Call Pay

Effective the first full pay period upon ratification, employees who are designated as on call status ~~for a define period of time~~ will receive a two and half percent (2.5%) supplement pay per pay period on a monthly basis. ~~Eligible employees will be rotated on a periodic basis.~~

Those designated as on call status include the following:

- Criminal Investigations Division
- Hostage Negotiations Team
- SWAT Techs
- Special Weapons and Tactics Team
- Tech Services
- PEU
- Homeless Resource Officers (HRO)
- Intelligence Unit
- PIO
- IA
- FOP President
- Traffic Homicide Investigators
- K-9
- Neighborhood Resource Officers

Members receiving this benefit must be available to the Department when called. Unreasonable failure to respond when called may result in removal of this benefit for up to one year, at the discretion of the Chief.

Investigative Supervisor Availability Pay is eliminated effective upon ratification of this Agreement. ~~Investigative Supervisor Availability Pay (ISAP)~~

~~Upon designation by the Chief of Police, investigative supervisors (Police Sergeants and Police Lieutenants) shall receive Investigative Supervisor Availability Pay (ISAP), which shall consist of two (2) hours' compensation at a rate of time and one-half the regular hourly rate for each calendar week of ISAP. An employee assigned ISAP who receives one or more phone calls regarding a work-related matter, shall not be further compensated unless the time spent on such phone calls exceeds two (2) hours in the calendar week. If this occurs, the additional compensation shall be at a rate of time and one half the regular hourly rate, for the time actually spent on the call.~~

c. Telephone Calls

Any off-duty employee who receives a telephone call from a supervisor regarding a matter that pertains to an investigation or incident arising from his/her most recent (last) work shift, shall be paid a 30-minute minimum at straight time or time and one half the regular hourly rate, subject to the provisions of Article 7.4, Weekly Overtime, for the first off duty call on a given day. Subsequent calls that occur after the initial 30 minutes will be compensated in 30-minute increments not to exceed two hours for all~~the same~~ matters.

~~An off-duty employee assigned to the Criminal Investigations Section (CIS), Accident Investigations Unit (AIU) or the Information Resources Unit (IRU), and not assigned Investigative Supervisor Availability Pay (ISAP), who receives a telephone call from a supervisor regarding a work-related matter requiring intervention from the unit he/she is assigned to (limited to CIS, AIU or IRU) shall be paid a 30-minute minimum at straight time or time and one-half the regular hourly rate, subject to the provisions of Article 7.4, Weekly Overtime, for the first off-duty call on a given~~

~~day. A day shall commence at 12:00 AM and end at 11:59 PM. Subsequent calls shall be compensated on a minute-per-minute basis for the duration of that day. The employee must keep a record of the person, reason and the duration of the call. This record must be turned in within the pay period when the call was received.~~

~~An off-duty employee assigned to the Patrol Division, and not assigned Investigative Supervisor Availability Pay (ISAP), who receives a telephone call from a supervisor regarding a matter that pertains to an investigation or incident arising from his/her most recent (last) work shift, shall be paid a 30 minute minimum at straight time or time and one half the regular hourly rate, subject to the provisions of Article 7.4, Weekly Overtime, for the first off-duty call on a given day. A day shall commence at 12:00 AM and end at 11:59 PM. Subsequent calls shall be compensated on a minute per minute basis for the duration of that day. The employee must keep a record of the person, reason and the duration of the call. This record must be turned in within the pay period when the call was received.~~

**Section 8.16 – Sunglasses and Prescription Glasses**

The City agrees to reimburse employees for the purchase or repair of sunglasses and prescription eyeglasses with a maximum allowable reimbursement of one hundred fifty ($150.00) dollars per employee in a twelve (12) month period, when they are lost or damaged while the employee is engaged in active police work such as arrests, pursuit, physical conflict or vehicular accidents.

**Section 8.17 – Field Training Officer**

Bargaining unit employees who are assigned to the Field Training Officer (FTO) program by the Police Chief shall receive five percent (5%) of their base rate of pay on a biweekly basis, for as long as they are assigned to the program. The Chief of Police will assign, reassign, or remove FTOs at least annually. The Police Chief, or his/her designee, in his/her sole discretion, may assign Officers to Field Training Officer (FTO) assignment.

**Section 8.18 – Injury Service Connected (ISC)**

For two (2) sixteen (16) week periods, the City agrees to compensate any member of the bargaining unit with the difference between the weekly disability workers' compensation benefit received or which the employee is entitled to receive, and his or her regular rate of pay for any time lost from work due to injuries sustained under the following circumstances:

a) While on duty and entitled to be paid by the City; or

b) While reasonably exercising police officer functions within the City limits of Miami Beach while off duty; or while working a departmentally sanctioned off-duty job; or

c) While exercising police officer functions when there is a physical danger to a person and the employee takes reasonable action off duty in the state of Florida; or

d) When operating a City vehicle, being duly authorized to do so by the City; or while on a reasonably direct travel route to or from work and home in their private vehicle while within the City limits.

e) In the circumstances described above (subparagraphs 1 through 4), the City agrees that it is and will consider itself the employer and the employee the City's employee.

After the advice and comments of the Police Chief and the FOP President, the City Manager, at his sole discretion, may extend the above described ISC payments beyond thirty-two (32) weeks. This decision is not subject to grievance or arbitration. The approvals for receipt of this compensation as presently required shall be continued.

**Section 8.19 – Special Assignment Allowance**

Employees assigned on a permanent basis to motorcycles or the training unit shall receive a special assignment pay of five percent (5%) of their base pay.

Employees assigned to work a 5-8 shift shall receive a special assignment pay of two and one-half percent (2 ½%). Employees who are on 5-8 light duty because of non-service connected injury or illness shall not receive the special assignment pay. Employees who are on 5-8 light duty because of service-connected injury or illness, where the City doctor approves a 40-hour work schedule, and who have demonstrated the ability to work a 40-hour workweek, shall receive the special assignment pay for all hours worked on 5-8's. If the injury service connected light duty employee takes off work and receives ISC payments, the employee will not receive the two and one-half percent (2-1/2%) special assignment pay for time not worked.

**Section 8.20 – Extra Weapon**

Employees will be allowed to carry a concealed, extra weapon while on duty, as approved by the range master.

**Section 8.21 – Quality of Life**

The City agrees to continue a Quality of Life Program. The Quality of Life supplement pay shall be $~~67~~26.00 per pay period for those employees participating in the program.~~, until the first full pay period beginning after October 1, 2014, when the supplement shall decrease to $26.00 per pay period for those employees participating in the program.~~

The Police Chief or his designee shall develop certification requirements which employees must meet to be eligible for any Quality of Life supplement payments. The Quality of Life supplement will be made available to all qualifying Bargaining Unit Members.

**Section 8.22 – Forced Holdover**

If an employee is forced to stay beyond the hours of his/her ~~regular~~ shift~~,~~ such additional hours will be paid at double the regular rate.~~–~~This provision applies to minimum staffing or mandatory overtime as a result of being forced to stay beyond the hours of a pre-planned shift due to a special event~~enhanced staffing which cannot be filled with volunteers~~. ~~purposes only and does not include unexpected or special events such as, hurricanes or other acts of God, demonstrations, holiday or special events, etc.~~ This provision does not include unexpected occurrences such as natural or manmade disasters. The City will give a fourteen (14) calendar day notice whenever practical for planned overtime events. This does not apply to unplanned overtime or extensions of regular shifts. Forced Holdover will not be subject to the provisions contained in Article 7.4 Weekly Overtime calculations.

**Section 8.23 – Pension**

The pension benefits as they currently exist shall continue, except that the City shall amend the pension plan upon ratification of this Agreement, to provide the following benefits for plan members who retire on or after September 30, 2013 (except as otherwise specified below):

A. Military Buy Back: Upon completion of five (5) years of creditable service under the pension system, (ten years for members hired after ratification of this agreement), members may purchase additional creditable service under the system for up to two (2) years of prior military service, in increments of up to three percent (3%) per year of service for a maximum additional multiplier of six percent (6%), purchased at ten percent (10%) or ten and one half percent (10.5%), (for new hires required to contribute 10.5% to the plan as set forth in sections G and H herein), of pensionable salary during the 12 calendar months immediately preceding the date of such purchase; for each year of military service purchased, with the cost prorated for fractional years of service. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave, valued at the employee's hourly rate at the time of purchase. Such purchased creditable service will be available for use as a benefit, including for purposes of reaching normal retirement eligibility. In no event may the purchased service be used for purposes of vesting credits.

The purchase of additional military service must be completed within twenty- four (24) months following a member's completion of five years of creditable service under the pension plan (ten years for members hired after ratification of this agreement). If a member does not complete the purchase within the twenty-four (24) month period, he/she shall not be eligible for the purchase in the future. These provisions shall be applicable upon attaining ten (10) years of creditable service under the Miami Beach Police/Fire Pension plan for employees hired on or after ratification of this agreement.

**Prior Police Service Buy Back**: Upon ratification, all bargaining unit employees shall have a window between July 1, 2021 and September 30, 2021 in which to purchase up to two years creditable service in increments of up to three percent per year of service for up to two years of prior service. For purposes of determining credit for prior service, in addition to service as a police officer in this state, credit may be given for federal, other state, or county service as long as such service is recognized by the Criminal Justice Standards and Training Commission within the Department of Law Enforcement as provided in chapter 943 or the police officer provides proof to the board of trustees that such service is equivalent to the service required to meet the definition of a police officer. The creditable service shall be purchased at 10% or 10.5% (for employees required to contribute 10.5% to the plan as set forth in sections G and H herein) of pensionable salary during the 12 calendar months immediately preceding the date of such purchase; for each year purchased. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave valued at the employee's hourly rate at the time of purchase, with the cost prorated for fractional years of service. In the event the employee separates from employment after purchase of such creditable service but prior reaching 10 years of creditable service, the employee shall be reimbursed amounts paid in. Such purchased creditable service will be available for use as a benefit, including for purposes of reaching normal retirement eligibility, upon completion of 10 years of creditable service under the pension system. In no event may the purchased service be used for purposes of vesting credits.

**Non Prior Service Buy Back**: Upon ratification, all bargaining unit employees shall have a window between July 1, 2021 and September 30, 2021 in which to purchase up to two years creditable service in increments of up to three percent per year of service for a maximum additional multiplier of six percent (6%), purchased at 10% or 10.5% (for employees required to contribute 10.5% to the plan as set forth in sections G and H herein) of pensionable salary during the 12 calendar months immediately preceding the date of such purchase; for each year purchased. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave valued at the employee's hourly rate at the time of purchase. Such purchased creditable service will be available for use as a benefit upon completion of 10 years of creditable service under the pension system. In the event the employee separates from employment after purchase of such creditable service but prior reaching 10 years of creditable service, the employee shall be reimbursed amounts paid in. In no event may the purchased service be used for purposes of vesting credits.

The total amount of creditable service available for purchase shall not exceed a total two years (6%) for any combination of the above buy back options, or when an employee has participated in a prior by-back in the Miami Beach Police/Fire Pension system of six percent (6%) or more.

B. All compensation for work performed pursuant to Off-Duty Assignments, as outlined in the Department's Standard Operating Procedures (SOP's), shall be included in a member's salary for pension purposes, and shall be used in the calculation of member contributions and benefits. Provided, in no event shall overtime pay and/or off-duty pay, exceed the caps presently specified in the Miami Beach Police and Fire Pension Ordinance. Overtime in excess of 300 hours per

year or payments for unused sick and and/or vacation leave may not be included in compensation for pension purposes.

C. DEFERRED RETIREMENT OPTION PLAN (DROP)

**1. Eligibility** – Any active employee member of the Miami Beach Police and Firefighters Pension Plan may enter into the DROP on the first day of any month following the date upon which the employee first became eligible for a normal service retirement, subject to the conditions expressed herein or as modified from time to time.

**2. Conditions of Eligibility** – Upon becoming eligible to participate in the DROP, an employee may elect to enter that program for a period not to exceed sixty (60) months; however, employees who entered the DROP on or before September 30, 2015, may extend their DROP participation period by twelve (12) months, for a total maximum DROP participation period not to exceed seventy-two (72) months. Employees who entered the DROP on or after October 1, 2015, but prior to the date of ratification of this Agreement, may extend their DROP participation period by up to thirty-six (36) months, for a total maximum DROP participation period not to exceed ninety-six (96) months. Employees who enter the DROP on or after the date of ratification of this Agreement will be subject to a total maximum DROP participation period not to exceed ninety-six (96) months. Notwithstanding, participation may not continue beyond that date when the employee's combined years of creditable service and time in the DROP equals four hundred and fifty-six (456) months. Provided also that participation in DROP shall require the employee to complete and submit the following prior to start of DROP payments.

a. Such forms as may be required by the Pension Board of Trustee's Plan Administrator. Election in the DROP is irrevocable once DROP payments begin.

b. A waiver and an irrevocable resignation from employment with the actual date of termination being the date designated by the employee as the end of his/her DROP participation. The administration and timing of execution and delivery of the waiver and resignation forms shall meet the requirements of the Age Discrimination in Employment Act and the Older Worker's Benefits Protection Act, as same may be amended from time to time.

c. Employees currently in the DROP, who meet the requirements set forth in Sections 1 and 2 above, and elect to extend their DROP participation period, must sign such forms as may be required by the Pension Board by no later than September 1, 2019.

**3. Conditions of Employment for DROP Participants** – Employees shall be subject to termination of employment while in DROP to the same extent as they were in their pre-DROP status. A person who has elected the DROP remains an employee during the DROP period and receives all the benefits of being an employee during the DROP period, except any form of pension contribution.

**4. Effect of DROP Participation**

a. An employee's credited service and his/her accrued benefit under the Pension Plan shall be determined on the date of his/her election to participate in the DROP first becomes effective.

b. The employee shall not accrue any additional credited service while he/she is a participant in the DROP, or after termination of participation in the DROP.

c. A DROP participant is not eligible for disability benefits from the Plan.

d. An employee may participate in the DROP only once.

e. Effective with the start date of an employee's DROP participation, contribution to the Pension Plan by the employee and the normal cost contribution to the Pension Plan by the City, on behalf of the employee, shall cease.

**5. Payments to DROP Account**. A DROP account shall be created for each member who elects to participate in the DROP. A DROP account shall consist of amounts transferred to the DROP from the Plan, which include the monthly retirement benefits, including any future cost of living increases, that would have been payable had the member elected to cease employment and receive a normal retirement benefit upon commencing participation in the DROP, and earnings on those amounts. With the exception of those employees who enter the DROP on or after September 1, 2012, through September 29, 2013, shall continue to receive a zero (0%) cost of living adjustment for the third (3rd) and fourth (4th) annual adjustment dates, regardless of whether the employee remains in the DROP for the applicable maximum participation period.

a. Employees who entered the DROP on or before September 30, 2015, and who choose to extend their DROP participation period by up to twelve (12) months, shall receive a zero (0%) retiree cost of living adjustment (COLA) for their sixth (6th) annual adjustment date. If these employees choose to extend their DROP participation period and separate from employment with the City at any time within the sixth (6th) year, they will not receive a retiree COLA on the sixth (6th) annual adjustment date, but will receive a retiree COLA on the seventh (7th) annual adjustment date and all annual retiree COLAs thereafter.

b. Employees who entered the DROP on or after October 1, 2015, but prior to the date of ratification of this Agreement, who choose to extend their DROP participation period by up to thirty-six (36) months shall receive a zero (0%) retiree COLA for their sixth (6th), seventh (7th), and eighth (8th) annual adjustment dates. If these employees separate from employment with the City at any time within the sixth (6th), seventh (7th), or eighth (8th) year in DROP, they will not receive a retiree COLA on the annual adjustment date following their separation of employment with the City, but will receive all annual retiree COLAs thereafter.

c. Employees entering the eight (8) year DROP on or after the date of ratification of this Agreement shall receive a zero (0%) retiree COLA for

their sixth (6th), seventh (7th), and eighth (8th) annual adjustment dates. If these employees separate from employment with the City at any time within the sixth (6th), seventh (7th), or eighth (8th) year in DROP, they will not receive a retiree COLA on the annual adjustment date following their separation of employment with the City, but will receive all annual retiree COLAs thereafter.

d. Employees hired after the date of ratification of this Agreement who enter the DROP shall receive a zero (0%) retiree COLA for their first (1st), second (2nd), third (3rd), and fourth (4th) annual adjustment dates. If these employees separate from employment with the City at any time within the first (1st), second (2nd), third (3rd), or fourth (4th) year in DROP, they will not receive a retiree COLA on the annual adjustment date following their separation of employment with the City, but will receive all annual retiree COLAs thereafter.

**6. DROP Account Earnings**

a. Members may direct their DROP money to any of the investment options offered and approved by the Board. Any losses incurred by the participant shall not be made up by the City or the Pension Plan. The selection of these programs shall be made by the participant on forms provided by the Board. Any and all interest and or earnings shall be credited to the participant's DROP account.

b. A member's DROP account shall only be credited or debited with earnings while the member is a participant in the DROP and, depending on the DROP Account Payment Options selected, after the member dies, retires, or terminates employment with the City of Miami Beach.

**7. Payment of DROP Account Funds**

Upon termination of a member's employment (for any reason, whether by retirement, resignation, discharge, disability, or death), the retirement benefits payable to the member or to the member's beneficiary shall be paid to the member or beneficiary and shall no longer be paid to the member's DROP account. In the event of the member's death, payment shall be made directly to the member's beneficiary. No payments will be made from the DROP account until the member terminates employment.

**8. DROP Account Payment Options** – Following the termination of a participant's employment, the participant shall select one of the following options to begin to receive payment from his/her DROP account. Said selection shall occur no later than 30 days prior to the end of the DROP participation period or within 30 days following the termination of a participant's employment if said termination of employment occurs prior to the end of the DROP participation period:

a. **Lump Sum** – All accrued DROP benefits, plus interest, shall be paid from the DROP in a single lump sum payment.

b. **Partial Lump Sum** – A member designated portion of accrued DROP benefits, plus interest, shall be paid from the DROP in a

partial lump sum payment with the remainder being directly rolled over into an eligible retirement plan.

c. **Direct Rollover** – All accrued DROP benefits, plus interest, shall be paid from the DROP directly to the custodian of an eligible retirement plan.

d. Other method(s) of payment that are in compliance with the Internal Revenue Code and adopted by the Pension Board of Trustees.

**9. Death of DROP Participant** – If a DROP member dies before his/her account balances are paid out in full, the participant member's designated beneficiary shall have the same rights as the member to elect and receive the pay-out options set forth in Paragraph 8, above. DROP payments to a beneficiary shall be in addition to any other retirement benefits payable to the beneficiary.

**10. Administration of DROP Accounts**

a. The Pension Board of Trustees shall make such administrative rules as are necessary for the efficient operation of DROP but shall neither create any rule that is inconsistent with the legislation creating the DROP, nor any rule that would be a mandatory subject of collective bargaining.

b. At all times, the DROP will be administered so that the Plan remains qualified under the Internal Revenue Code and is in compliance with the Internal Revenue Code and applicable laws and regulations.

11. If any provision of this DROP should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation, or by judicial authority, or by an IRS regulation/ruling, the City and the Union agree to meet within 30 days of such determination for the purpose of negotiating a resolution to the invalid provision(s).

In the event that provisions of the Internal Revenue Code operate to limit the benefit amount of employee coverage by the pension provision incorporated in this Agreement to an amount less than set forth in the pension Plan then the City and the Union shall negotiate a method to compensate the affected employee for the difference between the normal pension benefit and the limits allowed by the Internal Revenue Code provided that no such resolution shall jeopardize the exempt status of the Plan under the Internal Revenue Code.

12. A member who elects to participate in the DROP shall retain the earned balance of accrued sick and vacation leave as of date of entry into the DROP, and shall continue to earn sick and vacation leave during the DROP period, in accordance with the stipulations set forth in the collective bargaining agreement between the City and FOP. While in the DROP, the member shall have the one-time option of receiving payment for accrued sick and/or vacation leave, up to the maximum payout upon separation of employment allowed by the collective bargaining agreement between the City and FOP, provided that the employee shall retain at least one hundred

twenty (120) hours of accrued sick leave after such payment. The one-time election to receive payment of leave balances shall be made in any one year of the DROP, by notifying the City no later than August 31 of that year. Employees may request such payment prior to entry into the DROP, but must be in the DROP at the time of payout. Payment will be made on the second pay period of February of the following year. Upon final separation from employment with the City, a member who has participated in the DROP shall be eligible to receive payment for the balance of all accrued sick and vacation leave as of the date of final separation, up to the maximum provided in the collective bargaining agreement, as reduced by the prior payout, if any. In no event shall payments for accrued sick or vacation leave be included in a member's earnings for the purposes of the plan.

D. Pension benefits for employees hired prior to July 14, 2010; all changes effective September 30, 2013, unless otherwise specified:

1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.

2. The normal retirement date shall be as provided in the current pension plan, except that a member must attain the age of 47 to be eligible for "Rule of 70" retirement or reach the 85% benefit cap, regardless of age.

3. The final average monthly earnings (FAME) shall be based on the member's two (2) highest paid years of creditable service, prior to retirement or separation from employment. Effective September 30, 2015, the final average monthly earnings (FAME) shall be based on the member's three (3) highest paid years of creditable service, prior to retirement or separation from employment.

4. The retiree cost of living adjustment (COLA) shall be two and one half percent (2.5%) annually.

5. The maximum pension benefit shall be 85% of pensionable income, with the exception that any member who attains a benefit of 85% of pensionable income or higher as of September 30, 2013, retains the maximum benefit of 90% of pensionable income.

6. An employee shall be vested after completion of five (5) years of creditable service.

7. Ten percent (10%) employee pension contribution.

E. Pension benefits for employees hired on or after July 14, 2010, but prior to September 30, 2013; all changes effective September 30, 2013, unless otherwise specified:

1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.

2. The normal retirement date shall be as provided in the current pension plan, except that a member must attain the age of 48 to be eligible for "Rule of 70" retirement or reach the 85% benefit cap regardless of age.

3. The final average monthly earnings (FAME) shall be based on the Member's three (3) highest paid years of creditable service, prior to retirement or separation from employment.

4. The retiree cost of living adjustment (COLA) shall be one and one half percent (1.5%) annually.

5. The maximum pension benefit shall be 85% of pensionable income.

6. An employee shall be vested after completion of five (5) years of creditable service.

7. Ten percent (10%) employee pension contribution.

F. Pension benefits for employees hired on or after September 30, 2013, but prior to the date of ratification of this collective bargaining agreement:

1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.

2. The normal retirement date shall be as provided in the current pension plan, except that a member must attain the age of 48 to be eligible for "Rule of 70" retirement or reach the 85% benefit cap regardless of age.

3. The final average monthly earnings (FAME) shall be based on the Member's five (5) highest paid years of creditable service, prior to retirement or separation from employment.

4. The retiree cost of living adjustment (COLA) shall be one and one half percent (1.5%) annually.

5. The maximum pension benefit shall be 85% of pensionable income.

6. An employee shall be vested after completion of five (5) years of creditable service.

7. Ten and one half percent (10.5%) employee pension contribution.

G. Pension benefits for employees hired after the date of ratification of this collective bargaining agreement:

1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.

2. The normal retirement age shall be 52; however, under "Rule of 70" retirement, a member must attain a minimum age of 48 or reach the 85% benefit cap regardless of age.

3. The final average monthly earnings (FAME) shall be based on the Member's five (5) highest paid years of creditable service, prior to retirement or separation from employment.

4. The retiree cost of living adjustment (COLA) shall be one and one half percent (1.5%) annually.

5. The maximum pension benefit shall be 85% of pensionable income.

6. An employee shall be vested after completion of five (5) years of creditable service. Employees hired after the date of ratification of this agreement shall become vested after completion of ten (10) years of creditable service.

7. Ten and one half percent (10.5%) employee pension contribution.

8. Employees hired after the date of ratification of this agreement shall not be credited with any prior creditable time in the Miami Beach General Employee Pension Plan.

The pension breakdowns above are for illustrative purposes and do not encompass all pension benefits afforded to respective members. The full itemization of pension benefits is available in the plan summary for the Fire and Police Pension Plan, as well as the Fire and Police Pension Ordinance.

**Section 8.24 – Premium Pay Supplement Contingent Upon the Department Obtaining and Maintaining Certain Accreditations.**

In recognition for obtaining and maintaining the accreditation~~s~~ described below, the following premium pay supplement~~s~~ will be paid under the following terms:

a) All bargaining unit members shall be paid a premium pay supplement of $~~40~~20.00 per pay period for as long as the Police Department maintains Accreditation by the Commission on Accreditation for Law Enforcement Agencies (CALEA). ~~Effective September 30, 2015, this supplement pay shall be reduced to $20.00 per pay period.~~

~~b) Accreditation by the State Commission for Florida Law Enforcement. A separate conditional accreditation premium pay supplement in the amount of $10.00 per pay period shall be paid to all bargaining unit employees in the Police Department for accreditation from the State Commission for Florida Law Enforcement, Inc. Effective October 1, 2014, this supplement pay shall be eliminated.~~

If ~~either of~~ the accreditation~~s~~ provided for ~~in subsections (1) or (2)~~ above ~~are~~ is discontinued for reasons unrelated to the action or inaction of bargaining unit members, then the supplement shall continue.

**Section 8.25. Buyback of Probationary Time.** Employees hired prior to ratification of this agreement may elect, by written notice served on the Board of Trustees, to receive creditable pension service time for any or all of their time served as probationary police officers. In order to

receive such creditable pension service time, employees should be allowed to purchase any or all of such time through the use of accrued annual leave, sick leave, cash or any combination thereof. In the event such purchase is not made within six months of successful completion of probationary period, the amount paid shall include interest at the rate of three percent (3%) per annum excluding first six (6) months. Effective upon ratification, all newly hired employees shall participate in the pension plan upon date of hire.

**Section 8.26 – "Me Too" with the IAFF**

The FOP reserves the right to a "me too" agreement with the IAFF should the City modify the IAFF agreement on parallel issues, with the exception of Court time and Alternate Holiday Pay.

**Section 8.27 – CJSTC Police Instructor Incentive Pay**

~~Effective with the first full payroll period beginning after September 30, 2010, T~~the City will pay, under the terms stated in this section, an incentive pay of two and one-half percent (2.5%) of the officer's base pay (as stated below) for up to a maximum of ~~fifty~~ seventy-five (75~~50~~) police officers who obtain and maintain certification from the Criminal Justice Standards and Training Council (CJSTC) as Police Instructors:

a) Effective upon ratification of this Agreement, n~~N~~o more than ~~fifty~~ seventy-five (75~~50~~) FOP employees will be eligible to receive the two and one-half percent (2.5%) Police Instructor Certification pay.

b) Additional FOP employees (up to the seventy-five~~fifty~~ (75~~50~~) employees maximum) must be qualified for the incentive pay by meeting all of the following requirements: (1) a minimum of six (6) years of full-time experience as a certified law enforcement officer employed by a State, County or Municipal Police Department; and (2) passing the required CJSTC Police Instructor Training Course; and (3) have no record of disciplinary action during the twelve (12) month preceding the date of application for the benefit. FOP employees will qualify (not to exceed the ~~fifty~~ seventy-five (75~~50~~) employee cap) on a first come basis, based on the date of each employee's submission of the completed written request to the Police Chief or designee.

c) Newly qualified FOP employees (up to the ~~fifty~~ seventy-five (75~~50~~) maximum limit), shall start receiving their two and one-half percent (2.5%) pay on the next payroll period beginning after the FOP employee has submitted to the Police Chief (or designee) a written request that includes a copy of the CJSTC Instructor Certification, and proof that he/she has met all other requirements as set forth in this section.

d) Employees shall remain solely responsible for obtaining and maintaining a State Certified CJSTC Certificate. All costs involved in obtaining and/or maintaining the certification

shall remain the responsibility of the employee. Failure to have a current certification shall constitute an automatic disqualification from the two and one-half percent (2.5%) incentive pay.

e) The Chief of Police may remove an employee from the CJSTC certified police instructor roster after two (2) incidents wherein the employee refuses or fails to train when requested or exhibits poor performance as a trainer. Such removal from the roster shall constitute an automatic termination of the two and one-half percent (2.5%) instructor incentive pay. After the first incident wherein the employee refuses or fails to train when requested or exhibits poor performance as a trainer, the Chief of Police shall provide notice to the employee, with a copy to the Union, advising that the second incident will result in his or her removal from the CJSTC certified police instructor roster and the cessation of the concomitant incentive pay. After the second incident, the employee shall be removed from the CJSTC certified police instructor roster and the concomitant incentive pay shall be terminated, effective on the date of the second incident.

f) The value of the two and one-half percent (2.5%) incentive pay shall be determined based upon only the base wage of the officer, i.e. no additional incentives or other extra payments or benefits are included in the two and one-half percent (2.5%) pay. The total incentive pay for the Police Instructor Certification benefit will remain at two and one-half percent (2.5%) regardless of any additional certifications that the FOP employee may receive through the CJSTC.

**Section 8.28 – Second Language Pay**

~~Effective October 1, 2017~~, E~~e~~mployees who are conversationally proficient in a second of the following languages: Spanish, Creole, Portuguese, Hebrew, French, Russian, German, Cantonese, Mandarin, Italian, Czech, Korean, or American Sign Language; shall be eligible to receive second language pay equal to two and one-half percent (2.5%) of their biweekly base pay. Proficiency will be determined by an employee obtaining a minimum rating of level 9 on the "Speaking and Listening Assessment" test administered by ALTA Language Services, Inc. via telephone and proctored by the Police Administration. The test may be scheduled with at least seven (7) work days' notice to the Police Administration. The employee will bear the cost of paying for the test. The employee will be subject to requalification for the pay supplement every five (5) years. Second language pay shall not be considered as pensionable earnings. If ALTA Language Services, Inc., no longer administers the aforementioned types of tests, there will be a re-opener in order for the City, with Union input, to select a new testing services provider.

**Section 8.29 – Arson Investigator (Certified)**

~~Effective October 1, 2016~~, ~~as designated by the Chief of Police~~, E~~e~~mployees who perform arson investigation work, as designated by the Chief of Police, and are certified by the State of Florida as arson investigators, shall receive an additional five percent (5%) of their biweekly base pay, whenever assigned to perform arson investigation work.

**Section 8.30 – Arson Investigator (Trainee)**

~~Effective October 1, 2016~~, ~~as designated by the Chief of Police~~, E~~e~~mployees who perform arson investigation work, as designated by the Chief of Police, and are in the process of obtaining their certification from the State of Florida as arson investigators, shall receive an additional two and one half percent (2.5%) of their base pay whenever assigned to perform arson investigation work.

**Section 8.31 – Drug Recognition Expert (DRE)**

~~Effective October 1, 2016~~, ~~as designated by the Chief of Police~~, E~~e~~mployees certified as drug recognition experts (DRE), as designated by the Chief of Police, shall receive an additional five percent (5%) of their base pay upon receipt of their drug recognition expert certification.

**Section 8.32 – CJIS Pay**

Effective the first full pay period upon ratification, employees who maintain their Criminal Justice Information Systems (CJIS) certification shall have an additional two percent (2%) of their base pay. Effective April 1, 2020, employees who maintain their Criminal Justice Information Systems (CJIS) certification shall have an additional two percent (2%) of their base pay for a total of four percent (4%).

**Section 8.33 – Crisis Intervention Team (CIT)**

Effective the first full pay period upon ratification, employees who have already attended and passed the 40-hour crisis intervention team (CIT) training shall receive an additional two and a half percent (2.5%) of their base pay (non-pensionable). Employees who attend this training after ratification of this Agreement must be vested in order to qualify for this pay. Employees who qualify for this pay will have to attend refresher training as directed by the Chief of Police to maintain their qualification for CIT pay.

**Section 8.34 – Marine Pay**

~~On a biweekly basis, E~~effective the first full pay period upon ratification, any employee who is ~~designated~~assigned to the marine patrol unit on a full-time basis ~~on the marine unit~~ shall receive assignment pay equal to five percent (5%) of their biweekly base pay.

**ARTICLE 9**
**FOP HEALTH TRUST**

**Section 9.1 –**

The City will continue to fund the current contribution amount for health care. ~~As of January 1, 2015, the City's current monthly contributions are:~~ As of January 1, 2019, the City's contributions shall be:

Single: $662.19

Family: $1623.23

~~Single: $573.55~~

~~Family $1,405.96~~

Future annual increases to the City monthly contributions will be made based upon the Annual Segal Health Plan Cost Trend Survey for Open Access PPOs/POS Plans. The increases shall be effective January 1 of each year beginning January 1, 2020. In no event shall the City monthly contributions be less than the prior year, even if the trend rate is negative.

Audited financial disclosure reports are to be presented from the Trust to the City Manager's designee for Labor Relations no later than March 1st of each year.

The City will make payments to the TRUST by the 15th of the month for the previous month.

~~In future years, the City's contribution shall increase based on the Miami Beach Fraternal Order of Police Insurance Trust Fund's annual cost projections based on claims experience and administrative costs as determined by its qualified consultant and documents supporting the annual percent increase; however, the City's increase to the current contribution amount to the health trust shall not exceed the average of the straight line percentage** increase in premiums for the City's various medical plan options.~~

~~However, at the end of each calendar year, no later than February 1, the FOP will provide the actual cost increase for the FOP Trust for the prior year. Actual costs shall include all liabilities of~~

the Trust inclusive of administrative costs. If the payments made by the City to the FOP Trust exceeded the actual FOP trust increase for the prior year, then the excess amount paid by the City for the prior year will be subtracted from any projected cost increase for the current year. If the payments made by the City to the FOP Trust do not exceed the actual increase to the FOP Trust for the prior year, then there will be no reduction made to any projected cost increase for the current year. If the payments made by the City to the FOP Trust are equal to the actual FOP Trust for the prior year, then there will be no reduction made to any projected cost increase for the current year. Cost reductions of the Trust attributable to design changes shall not be included for purposes of calculating any credit to the City. The City shall be notified in writing of all design changes and projected cost savings associated with those changes within 30 days of the effective date of the proposed changes. Any amount over the ten month reserve shall be credited to the City. In addition, there shall be no change to the formula used to calculate the ten month reserve amount. The "ten month reserve" shall mean the sum of ten (10) times the average of the most recent twelve (12) months, plus cost and liabilities.

Conversely, if the City's renewal rate is flat, or a negative percent, then the City's contribution to the health trust for that particular year will be based on the average percent increase of the actual cost increase for the Trust for the prior three (3) years, which shall not exceed the average of the City's straight line averages for those three (3) years.

| **Example #1** | **Example #2** | **Example #3** |
|---|---|---|
| (City pays more than the actual cost) | (City pays less than the actual cost, but equal to the projected cost and the straight line cap) | (City pays the same as the actual cost) |
| FOP Projected Cost – 10% | FOP Projected Cost – 7% | FOP Projected Cost – 7% |
| City Straight line Average – 7% | City Straight line Average – 7% | City Straight line Average – 7% |
| City pays 7% | City pays 7% | City pays 7% |
| Actual FOP Cost – 5% | Actual FOP Cost – 10% | Actual FOP Cost – 7% |
| Credit to City – 2% | No change | No change |

(The City's straight line average is the cap in all cases.)

The City's contribution amounts will help fund the level of benefits provided under the current plan as of the date this contract is signed*. If plan design changes cause an increase in the Trust fund premium, the City is not required to increase its contribution as a result of the plan design change.

~~Financial disclosure reports are to be presented from the Trust to the City Manager's designee for Labor Relations no later than July 1st of each year. Such report must include the increase percent identified by the Trust's plan consultant for the following City fiscal year. The City understands that it will provide the final renewal rates prior to October 1st of each year. The Trust shall provide the report detailing the actual cost for the prior year no later than February 1st to the City Manager's designee for Labor Relations.~~

~~The City's designee for Labor Relations will be notified of the annual meeting at which benefit changes are under consideration and the City shall be allowed to send a representative to that meeting. Also, any consulting reports analyzing benefit changes will be provided to the City for purposes of that meeting.~~

~~The City will make payments to the TRUST by the 15th of the month for the previous month. In order to assist the TRUST with the transition of payment dates, the City will provide a $700,000 advance amount. In the future, should the City cease payments to the TRUST, the TRUST shall reimburse the $700,000 advance to the City.~~

~~*Upon ratification of this agreement, the parties shall supply each other with the current plan designs in effect for calendar year 2016.~~

~~**The straight line average is defined as the total of the percentage increase in premium for each of the City's medical plan options divided by the number of the City's medical plan options.~~

In addition:

a) For all current retirees and active employees on the payroll as of the date of ratification of this Agreement, all employees presently in the DROP, and all eligible dependents under the current eligibility rules, the City contribution for those current retirees and current employees who become future retirees for health coverage shall be equal to the City's Health Trust contribution formula for active employees. Furthermore, the contributions for those current retirees and current employees who become future retirees and their eligible dependents shall be no less than the current value of the contributions for active employees and their eligible dependents. This Agreement shall be reduced to writing and made individual contracts and shall be vested benefit throughout retirement.

b) Employees hired after July 14, 2010, who elect to be covered by the Miami Beach Fraternal Order of Police Insurance Trust Fund Plan, to the extent they choose to have medical benefits provided to them and their dependents during retirement, shall receive a health insurance stipend in lieu of a City contribution to the Trust on behalf

of those employees after their retirement. As of September 30, 20185,the stipend shall be a monthly payment equal to $27.4929.77 per each year of creditable service, subject to an annual increase based on the Miami-Ft. Lauderdale All Urban Consumer Price Index (U-CPI) as of September 30th of each fiscal year thereafter. Additionally, upon separation of employment with the City, the individual's stipend shall continue to be adjusted annually every September 30th thereafter.

**Section 9.2 –**

a) All eligible employees and their dependents described in Section 7 shall be eligible to enroll in the FOP Health Trust Plan and shall not be eligible to participate in the City Plan during their employ or retirement for so long as the FOP Trust exists.

b) A non-bargaining unit sworn police officer who elects to enroll in the FOP Health Plan may apply to the Trust and will be enrolled upon leave of the Trustees, and thereafter will be deemed to be a covered employee provided he or she meets the following criteria:

1. Must be on the City Police Department Payroll at the time of enrollment;

2. Must be an FOP member for two years (or length of time in Department if less than two years) prior to enrollment, and must maintain membership throughout the period of coverage;

3. Must meet insurability criteria satisfactory to Trustees; and

4. Must make the election within thirty (30) days after appointment out of the bargaining unit.

**Section 9.3 –**

a) All covered employees and covered retirees shall be allowed to continue under the City's Dental Plan as it may exist.

b) The City shall also contribute to the Trust the amount of premium it is paying for term life insurance for covered employees and covered retirees.

~~**Section 9.4 –**~~

~~The City's Insurance Plan shall be responsible for the runoff of all claims incurred prior to the time the FOP Health Trust Plan went into effect.~~

**Section 9.~~45~~ Health Trust Plan –**

The City shall be provided with a copy of the FOP Health Trust Plan booklet and the Trust Agreement, and any other information required by law. ~~and shall be apprised of any changes in the Trust Agreement and/or Plan benefits. Additionally, a copy of the Trust's annual C.P.A. audit report shall be sent to the City Manager's designee for Labor Relations and the Trust or their designee shall in a reasonable time period answer reasonable inquiries concerning the finances of the Trust.~~

**Section 9.~~56~~ Indemnification –**

The FOP shall indemnify and hold the City harmless against any claim, demand, suit, or liability, and for all legal costs arising in relation to the implementation or administration of the FOP Health Insurance Trust and Plan, except if the City's acts or omission give rise to its own liability.

**Section 9.~~67~~ Employment Eligibility –**

Employees in the bargaining unit eligible for inclusion in the Health Trust Plan must be employed at least ninety (90) days and be on the City Police Department payroll.

**Section 9.~~78~~ Post Employment Coverage –**

Employees covered by this Agreement who retire, resign, or are terminated by the City must be vested in the Police pension plan at the time of such retirement, resignation or termination in order to receive a contribution by the City towards his/her health insurance premium after such retirement, resignation or retirement.

**Section 9.~~89~~ Voluntary Benefits Plan –**

Employees in the bargaining unit shall be eligible to participate in the City's voluntary benefits plan, which may be modified by the City from time to time. The voluntary benefits plan shall be administered by the City.

**Section 9.~~910~~ – Post Employment Health Program (PEHP)**

Effective the first pay period ending in October 2013, all employees covered by this agreement shall contribute twenty-five dollars ($25.00) biweekly to the Post Employment Health Program (PEHP). Upon separation of employment from the City, or when participating in DROP, employees covered by this agreement shall contribute ten percent (10%) of their accrued leave payouts toward the PEHP. Any and all fees/costs associated with administering the PEHP shall

be incurred by the FOP. In no event will the City incur any costs associated with this program. Effective upon ratification of this Agreement, the Union shall determine the required employee contribution to the PEHP. The Union will notify the City, in writing, when it desires to change the required employee contribution amounts, including the effective date of the change. The Union will provide the City with at least thirty (30) days' notice prior to making such changes.

~~**Section 9.11 –**~~

~~Effective upon ratification of this agreement, and for so long a period as the federal tax code imposes a heavier tax burden upon City employees with domestic partners who elect to receive family medical and dental coverage over that of their married counterparts, the City will reimburse those employees with domestic partners who pay this heavier tax burden by adding to their biweekly pay the additional amount withheld from the employees' pay and the amount of the additional tax assessed by the federal government upon this reimbursement. Reimbursement under this subsection shall not be considered to be pensionable income. In order to qualify, eligible employees must have registered domestic partnerships in accordance with the applicable provisions of the Miami Dade County Code of Ordinances and the City of Miami Beach Code of Ordinances.~~

**ARTICLE 10**
**EDUCATIONAL LEAVE AND TUITION REFUND**

Subject to applicable Personnel Rules, leave ordinances and tuition practice administrative procedures, an employee may request an educational leave of absence without pay to take a course or courses in a field related to the work assignment of said employee.

Upon ratification of this Agreement, employees covered by the bargaining unit are eligible for the tuition assistance program set forth in Resolution No. 2015-28891, adopted January 14, 2015, which provides the following levels of benefit:

Six Credit hours per semester for a total of twelve credits per calendar year will be reimbursed, as follows:

- Approved undergraduate, community college courses and non-credit/certificate courses will be reimbursed as follows:
    - 80% for courses in which the employee earns an A
    - 60% for courses in which the employee earns a B
    - 40% for courses in which the employee earns a C
- Approved graduate courses will be reimbursed as follows:
    - 80% for courses in which the employee earns an A
    - 60% for courses in which the employee earns a B

The levels of benefit identified above may be subject to change by the City Commission, but in no event shall be less than the levels of benefit identified below:

One course per semester/trimester/quarter equivalent to three credits for a total of twelve credits per calendar year will be reimbursed, as follows:

- Approved undergraduate community college courses and non-credit/certificate courses will be reimbursed at an amount not exceeding $158.25
- Approved undergraduate university courses will be reimbursed at an amount not exceeding $251.16
- Approved graduate courses will be reimbursed at an amount not exceeding $531.15

**ARTICLE 11**
**GENERAL PROVISIONS**

**Section 11.1 – Safety and Health**

The City and the FOP shall cooperate in matters of safety and health affecting the employees covered by this Agreement.

~~Effective April 1, 2016~~, A~~a~~ voluntary law enforcement physical fitness assessment shall be established, the components of which will be mutually agreed upon between the Police Chief and the FOP President. Any employee covered by this Agreement who completes and passes the challenge shall receive a supplement of $~~50~~ 75 per pay period effective upon ratification of this Agreement. The challenge will be administered by the Police Department. It will be administered on an annual basis. An employee will have thirty (30) days from the anniversary of his completion of the assessment to schedule the next assessment (for that year). Employees must complete and pass the assessment each year in order to be eligible for continued receipt of the supplement. Physical fitness assessment pay shall not be considered as pensionable earnings. ~~On a one-time basis for the first assessment, employees who pass the assessment shall be paid the supplement retroactive to April 1, 2016.~~

**Section 11.2 – FOP Activity and Non-Discrimination**

Neither the City nor the FOP shall discriminate against any employee due to that employee's membership, non-membership participation, lack of participation, or activities on behalf of, or his refraining from activity on behalf of the FOP.

No employee covered by this Agreement shall be discriminated against because of race, creed, national origin, religion, sex, sexual orientation, ethnic background or age in accordance with applicable State and Federal laws. The FOP agrees to cooperate with the City in complying with Federal, State and local laws requiring affirmative action to assure equal employment opportunity. The parties will comply with the Americans with Disabilities Act.

**Section 11.3 – Reduction In Work Force**

When there is a reduction in the work force, employees will be laid off in accordance with their length of time in grade service and their ability to perform the work available and applicable veteran's preference laws. When two or more employees have equal ability, the employee with the least amount of service will be the first one to be laid off. When the working force is increased after a layoff, employees will be recalled in the order of seniority, with employees with greater seniority recalled first. Notice of recall shall be sent to the employee at the last known address

by registered mail or certified mail. If an employee fails to report to work within thirty (30) days from date of receiving notice of recall, he shall be considered to have quit. No new employee will be hired into the bargaining unit as long as any bargaining unit employee remains on lay-off status.

During the course of this Agreement, no employee will be laid off and no employee will be demoted (except for disciplinary demotions).

**Section 11.4 – Uniforms and Clothing Allowance**

The City will continue its present policy concerning uniforms. The uniformed personnel's monthly maintenance allowance shall be sixty dollars ($60.00) per month for a total of $720.00 per year to be paid out in twenty-six (26) biweekly payments.

For those sworn employees assigned to work in civilian clothes, they shall receive a monthly allowance of eighty-five dollars ($85.00) per month for a total of $1,020.00 per year to be paid out in twenty-six (26) biweekly payments.

When transferred into the Criminal Investigation Unit or other unit requiring civilian clothes, the City will advance the employee, at his/her request, the sum of four hundred twenty five dollars ($425.00) for the purchase of clothing. The employee affected shall agree to relinquish the eighty-five dollar ($85.00) per month clothing allowance for the following five months, and shall also agree to reimburse the City for any pro-rata amount in the event of transfer, termination, resignation, or retirement prior to completion of five (5) months in the civilian clothes assignment. If the reimbursement is caused by a transfer, the reimbursable amount shall be collected at the rate of eighty-five dollars ($85.00) per month.

**Section 11.5 – Disclosure of Records**

Employees will not have information contained within any of their files, including an Internal Affairs file, disclosed to persons other than managerial and supervisory employees unless the person requesting such information (including home telephone number, address, etc.) shall complete and sign a "Request for Information" form and present proper identification, provided, however, that information which is made confidential by State or Federal Statute shall not be disclosed except in accordance with the requirements of law. The request form shall have provision for the name, address, and telephone number of the person requesting the information and the reason for the request. A copy of any such request form completed shall be left in the employee's personnel file and the employee shall be notified in writing via the City's electronic mail system.

**Section 11.6 – Transfers**

It shall be the sole right of the Police Chief or his designee to transfer employees of the Department. When a transfer is a change in an employee's unit assignment, reasonable advance notice as is practicable under the circumstances shall be given. If a transfer is a permanent change in an employee's shift or days off schedule, the employee shall be notified no less than five (5) workdays prior to the transfer in order that the employee may arrange for an orderly change.

The five (5) day notice may be waived by the employee and it need not be given when unforeseen needs of the Department or emergency conditions require that temporary changes be made with little or no advance notice.

**Section 11.7 – Meeting Between Parties**

At the reasonable request of either party, the FOP President, or his representative, and the City Manager, or his designee for Labor Relations, shall meet at a mutually agreed upon time and place to discuss matters that require immediate discussion.

**Section 11.8 – Negotiating Sessions**

Time and dates for negotiating sessions shall be mutually agreed upon. Up to six (6) on-duty FOP representatives shall be permitted to attend negotiating sessions without loss of pay or benefits if they were otherwise scheduled to work.

**Section 11.9 – Job Descriptions**

It is understood by the parties that the duties enumerated in the job description promulgated by the City are not always specifically described and are to be construed liberally. The City agrees to notify the FOP President via electronic mail of any change in the job description of any classification in this bargaining unit.

**Section 11.10 – Defense of Members**

In the event any action for civil damages is brought against a member of the bargaining unit hereunder individually, and the City is not made a party to any such action, and if the employee hereunder is found liable and a judgment for damages is rendered against him, the City will itself or through insurance pay such damages and counsel fees for the employee providing the employee's liability results from action of the employee arising out of and in the course of his

employment hereunder, and further providing that such judgment against the employee does not result from the wanton and willful action of the employee.

**Section 11.11 – Personnel Rules and Departmental Manual**

Copies of the Personnel Rules and Regulations will be kept by Majors and Captains whose copies will be available to members of the bargaining unit upon request.

The manual of the Police Department is provided and available to all employees in the department electronically through PowerDMS and proposed changes in said manual will be supplied to the President of the FOP or his designated representative before implementation and an opportunity to discuss the changes will be afforded. Any changes to SOP's shall contain a detailed legislative style description of the proposed changes.

**Section 11.12 – Incorporation of Personnel Rules**

The parties agree that the City's Personnel Rules are incorporated by reference in this Agreement and made a part hereof, except where a specific Rule is in conflict with the express language of this Agreement, the language of the Agreement shall prevail.

**Section 11.13 – Medical Leave of Absence**

After this Agreement is ratified, any employee requesting time off without pay as a Medical Leave will be granted the time requested up to one (1) month, or longer at the Police Chief's discretion. Employees may use any accumulated leave time or comp time during this leave.

**ARTICLE 12**
**SEPARABILITY**

If any provision of this Agreement is held to be in conflict with any law as finally determined by a court of competent jurisdiction, that portion of the Agreement in conflict with said law shall be inoperative and subject to immediate renegotiation for a replacement provision, but the remainder of the Agreement shall continue in full force and in effect.

**ARTICLE 13**
**TIME BANK**

A Time Bank shall be authorized by the City of Miami Beach, whereby members of the bargaining unit may voluntarily donate accrued annual leave and sick leave to an FOP Time Bank to be used as follows: (a) the President, or his designee(s), may draw from such Time Bank, thereby detaching said person(s) from the normal course of their City assigned duties in order that they may be permitted to perform duties in keeping with the obligations of the FOP to its membership, and/or (b) by FOP members pursuant to Ordinance No. 1335, and pursuant to rules and regulations to be established by the FOP that is not otherwise inconsistent with this article or Ordinance No. 1335. The FOP President, along with the Police Chief (or designee) will establish a committee of three (3) members whose purpose is to create the rules and regulations mentioned in subpart b herein. The composition of the Time Bank Committee shall be determined as follows: the FOP President shall appoint one (1) individual to serve on the Time Bank Committee; the Police Chief (or designee) shall appoint one (1) individual that shall serve on the Time Bank Committee and both the FOP President and the Police Chief shall jointly appoint one (1) active FOP bargaining unit member to serve on the Time Bank Committee. The Time Bank shall not be utilized for the purpose of attending collective bargaining sessions between the FOP and the City of Miami Beach.

Time will be deposited into the Time Bank only after the contributor voluntarily signs an authorization card detailing the type and amount of time to be donated. After review by the FOP President or his representative, these cards are to be forwarded on a quarterly basis to the Police Chief for his review, and if appropriate, approval. If approved, the Police Chief will then forward this material to the Support Services Division, who shall take appropriate action to implement the provisions of this section.

Time deposits shall be in hourly increments, with three (3) hours being the minimum amount accepted.

The President, in his own behalf or on behalf of his designee(s), shall fill out the appropriate form to be supplied by the city for each employee authorized to draw from the Time Bank. Said form shall be submitted by the President at least five (5) days in advance of anticipated use. This form shall also include the statement that:

"Upon deduction of time by the City, the undersigned officer agrees to hold the City harmless for any error or omissions in making said deduction or allocating the deducted time to the time pool."

This request shall be reviewed by the Police Chief, or his designee, and approved subject to the manning requirements of the department. Such approval shall not be arbitrarily withheld. Such approval, once having been authorized, may be rescinded subject to the manning requirements of the department.

Time donated to the Time Bank shall be converted to the salary dollar equivalent of the donor(s), and time used shall be in salary dollar equivalents of the employee(s) using the pool time. Time donations shall not increase in value. For purposes of computation, only base pay and longevity will be used. Time donated but not used will not be retrievable and will remain in the Time Bank for so long as this provision is effective. In the event the Time Bank is discontinued, the FOP shall be entitled to use the hours remaining pursuant to the provisions of this section.

Any injury received or any accident incurred by an employee whose time is being compensated by the FOP Time Bank, shall not be considered a line-of-duty injury, nor shall such injury or accident be considered to have been incurred in the course and scope of the employee(s) employment by the City of Miami Beach within the meaning of Chapter 440, Florida Statutes, as amended.

**ARTICLE 14**
**DRUG TESTING**

a) All employees are subject to random, unannounced testing for use of substances as set forth below. The use of legal controlled substances is permitted only when prescribed to the employee by a licensed health care provider and is properly used by the employee.

b) Upon reasonable suspicion by a lieutenant or higher ranking officer, that an employee has used a drug as defined in Florida Statutes Section 440.102(1)(c), as that section may be amended or renumbered, and as listed herein; or has used alcohol in violation of any rule, order, policy, procedure, or law; or has intentionally misused a legal controlled substance to the extent that his or her job performance is affected, shall be directed and required to submit to drug and alcohol testing.

c) Testing is subject to the following conditions:

1. An accredited, State licensed clinical testing laboratory will be selected by the City. A split specimen will be taken. If the results are positive, and the employee challenges the results, the second portion of the split specimen will be tested at another accredited, State licensed clinical laboratory of the employee's choice and at the employee's expense. One portion will be tested by each laboratory. All positive tests for illegal or controlled substances shall be confirmed by Gas Chromatography Mass Spectrometry (GC/MS) or equivalent testing method.

2. Testing for alcohol shall be by breath-testing unless the employee is or claims to be unable to provide an adequate sample. In such a case, a blood test will be performed. Any refusal by an employee to consent to the blood test will result in a positive result.

3. A breath alcohol level of 0.04 or higher and it's equivalent blood test outcome shall constitute a positive result. Below are the substance categories tested for.

4. In all cases, the employee shall fully cooperate with testing, including executing any release or authorization necessary for the City to obtain the tests results.

5. The employee must provide a usable specimen/sample.

| Drug | Initial Test Level | GC/MS Confirmation Test Level |
|---|---|---|
| Amphetamine | 1000 ng/ml | 500 ng/ml |
| Barbiturates | 300 ng/ml | 150 ng/ml |
| Benzodiazepines | 300 ng/ml | 150 ng/ml |
| Cocaine metabolites | 300 ng/ml | 150 ng/ml |
| Marijuana metabolites | 50 ng/ml | 15 ng/ml |
| Methadone | 300 ng/ml | 150 ng/ml |
| Methaqualone | 300 ng/ml | 150 ng/ml |
| Methylenedioxyamphetamine (MDA) Analogues | 500 ng/ml | 250 ng/ml |
| Opiates | 2000 ng/ml | 2000 ng/ml |
| Phencyclidine | 25 ng/ml | 25 ng/ml |
| Propoxyphene | 300 ng/ml | 150 ng/ml |

d) Any positive test or any refusal to submit to testing or to cooperate with testing, including executing releases or authorizations and providing multiple specimens if needed, may be grounds for termination of employment.

e) This Article supersedes any agreement, memorandum of understanding, rule, procedure, or order to the extent of any conflict therewith.

**f) Last Chance Agreement**

~~Effective upon ratification of this Agreement, l~~In the event an employee tests positive for either drugs or alcohol as the result of a random or reasonable suspicion drug/alcohol test, the following shall apply:

At the sole discretion of the City Manager, in consultation with the Police Chief, the employee may be offered a last chance agreement; said agreement does not preclude concurrent disciplinary action. If a last chance agreement is extended to the employee, after he/she is cleared to return to work by a Substance Abuse Professional (SAP) to be selected by the City, the employee shall be subject to unannounced testing administered by the City's Human Resources Department, for a period of no longer than two (2) years. An employee may only be eligible for one last chance agreement during his/her employment with the City. Employees who test positive a second time for drugs or alcohol as the result of an unannounced, random or reasonable suspicion drug/alcohol test, shall be terminated from employment with the City. A Substance Abuse Professional is a licensed physician, psychologist, social worker, employee assistance professional or certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

If an employee who is offered a last chance agreement has his/her certification revoked through the Florida Department of Law Enforcement, he/she shall immediately be terminated from employment with the Miami Beach Police Department and shall have no right to grieve,

oppose the termination, and no right to any other position with the City.

**ARTICLE 15**
**DISEASE PRESUMPTION**

A. **Heart Disease Presumption**

Any condition or impairment of health of any detention or sworn officer caused by heart disease resulting in total or partial disability or death shall be presumed to have been accidental and to have been suffered in the line of duty unless the contrary be shown by satisfactory evidence; provided, however, that such detention or sworn officer shall have successfully passed a physical examination upon entering into such service as a detention or sworn officer, which examination failed to reveal any evidence of heart disease. If at any time this Section is placed before an arbitrator for interpretation or application, what is "satisfactory evidence" shall be determined by the arbitrator. If rights of detention or sworn officers are placed before the Bureau of Workers Compensation, then what is "satisfactory evidence" will be determined by the Bureau in accordance with Workers Compensation law. Nothing herein shall be construed to be a waiver or limitation of any benefit provided under Florida Statute 112.18.

B. **Infectious Disease Presumption**

~~Effective October 1, 2013~~, ~~A~~any documented post-exposure condition or impairment of health caused by Human Immunodeficiency Virus/ Acquired Immune Deficiency Syndrome (HIV/AIDS), Hepatitis C, Pulmonary Tuberculosis or Meningococcal Meningitis shall be presumed to have been accidental and to have been suffered in the line of duty, subject to the following conditions, unless the contrary be shown by competent evidence.

To qualify for the presumption, the following criteria must be met:

There must be an on-the-job documented exposure that meets scientific standards or criteria, and the significant on-the-job exposure must be stated, in writing, by a licensed medical doctor. For example, contact with blood is not an exposure unless the employee's skin, where the contact occurred, is not intact. Additionally, the person whose blood came into contact with the employee's broken skin must have one of the blood borne infectious diseases considered herein.

Current Employees:

1. Current employees must undergo a post-employment medical examination, administered by a qualified medical doctor to be selected by the City. The results must reveal no evidence of HIV, AIDS, Hepatitis C, Pulmonary Tuberculosis or Meningococcal Meningitis. Employees who refuse to comply with this post-employment examination requirement shall not be eligible for the presumption.

2. Current employees shall be required to sign a City-approved medical release form authorizing the physician to provide the examination results directly to the City.

New Employees

3. New employees, hired after ratification of this agreement, must complete a pre-employment medical examination, administered by a qualified medical doctor to be selected by the City, and the results must reveal no evidence of HIV, AIDS, Hepatitis C, Pulmonary Tuberculosis or Meningococcal Meningitis.

4. New employees, whose test results reveal evidence of any of the aforementioned infectious diseases, shall not be eligible for the presumption for the disease for which they tested positive.

All current and new employees shall be tested at a health facility selected by the City. The FOP Health Trust shall incur the cost associated with testing all current employees who are members of the Health Trust; those employees who are not members of the Health Trust shall incur the cost of their testing. The City shall incur the cost of testing all employees hired after the ratification of this agreement.

All medical examination results, for both current and new employees, shall be released to the City's Risk Manager.

**ARTICLE 16**
**PROMOTIONS**

**Section 16.1 –**

Advancement to the ranks of Sergeant and Lieutenant shall be by examinations that measure the knowledge, skills, and ability of personnel and by seniority. A promotional examination will be given every two (2) years, unless the FOP President and the City Manager or his designee for Labor Relations mutually agrees to some other schedule. Effective with the first test given after ratification, the following revisions to Article 16 shall apply.

The City agrees to a reopener with the FOP on the testing process for promotions to Sergeant and Lieutenant.

**Section 16.2 –**

Eligible applicants for the promotional examination for Sergeant and Lieutenant shall be given a two-part examination, consisting of a validated, written test, which shall comprise fifty percent (50%) of the final examination score, and an Assessment Center. The Assessment levels shall have a weight of fifty percent (50%) of the total score. The written portion shall be given first and applicants for Sergeant or Lieutenant positions must successfully pass the written test with a raw score of seventy percent (70%) to be eligible, at a later date, to take the Assessment Center portion of the examination. Passing scores for the Assessment Center shall be set only by the test developer. If there are not a significant number of minorities promoted after the next round of promotional testing after the effective date of this Agreement, the parties will meet to review the respective weights and re-negotiate the Article, if necessary.

**Section 16.3 –**

All police officers who on the written test date have four (4) years of seniority from date of appointment to Police Officer or Police Officer Trainee, and performance evaluations of satisfactory or above for the preceding twenty-four (24) month period shall be eligible to take the Sergeant's test. All Sergeants who on the written test date have two (2) years seniority from the date of appointment as Sergeant and performance evaluations of satisfactory or above for the preceding twenty-four (24) month period shall be eligible to take the Lieutenant's test. Applicants must, in both cases, apply on or before the application cutoff date and time in accordance with Personnel Rules.

The City Manager or his designee for Human Resources may refuse to permit an applicant to take the examination on the grounds of conduct disgraceful to the Department and his/her officer

status; or refused advancement from probationary status. In the latter case, if at least three (3) years have elapsed since such failure of probationary advancement, such candidate will be considered qualified. Should any applicant, so disqualified for any of these alleged reasons, contest such disqualification, he shall have access to the grievance procedure under this contract.

**Section 16.4 –**

The City Manager or his designee for Human Resources shall cause to be developed validated examinations which closely measure the knowledge, skills, and abilities of a Miami Beach Sergeant of Police and a Miami Beach Lieutenant of Police, administer such examinations, and prepare a promotional register, one for Sergeants and one for Lieutenants, containing the names of persons who have passed the test, ranked in the order of such examination scores. Promotions shall be by rank order.

The FOP shall facilitate participation of bargaining unit employees in providing information in order to conduct the job analyses and develop the tests within the time frames requested by the process; provided that such participation shall be on duty time.

**Section 16.5 – Seniority Points**

a) 0.2 point shall be added to an employee's Sergeant's passing examination score for each completed year of service, to a maximum of 25 years.

b) 0.25 points shall be added to an employee's Lieutenant's passing examination score for each completed year in grade as a Sergeant.

**Section 16.6 – Education Points**

a) 0.02 points shall be added to an employee's Sergeants passing examination score for each completed credit of post secondary education from an accredited institution of higher learning.

b) 0.02 points shall be added to an employee's Lieutenants passing examination score for each completed credit of post secondary education from an accredited institution of higher learning.

No combination of seniority and/or education points shall exceed six (6) points per employee. Seniority and education points, in accordance with the above specifications, will be added to the combined score after the candidate has successfully passed all components for the promotional

examination. Veteran's Preference points will be added after the addition of seniority and education points, in accordance with state law.

Example:

(Written Examination Raw Score *0.50) + (Assessment Center Score *0.50) + Education points + Seniority points + Veterans Preference points = Final Score

**Section 16.7 – Book Committee**

A committee consisting of the Human Resources Director, Police Chief, the FOP President and the test developer or their designees, along with two incumbents, one designated by the Police Chief and one designated by the FOP President, shall select the books and test material from which technical knowledge questions on the written test and Assessment Center will be drawn. Final selection shall be made after consultation with the test developer. Without exception, no member of the Book Committee shall be a candidate for the promotional examination for which the list is compiled.

Such selection or changes therein, shall only be made after a representative of the FOP shall have a reasonable opportunity to meet and provide input on the selection process.

The test material chosen for the written test and for the Assessment Center shall be described and announced by the City to the FOP and its members at least three (3) months before such test.

The provisions of the 2012-2015 collective bargaining agreement between the City and FOP shall remain in effect solely as it pertains to the book committee for the 2016/2017 Police Sergeant and Police Lieutenant promotional process.

Overview, Orientation, and Preparation sessions for the written test and for the Assessment Center test or the behavioral assessment test shall be given at least thirty (30) days prior to each test.

**Section 16.8 – Written Test Scoring**

Within 24 hours after the administration of the written test, an applicant scoring session will be conducted. Each examinee will be able to review a copy of his/her own answer sheet and the scoring key (for his/her use during the review session only), with the correct response, the name of the reading source and location from which each written test question was drawn.

Challenges will be written and submitted to the test developer during a minimum of two (2) post-test review sessions occurring on separate days, and conducted within ten (10) calendar days of test completion. The Human Resources Director, FOP President and the test developer or their designees shall conclusively decide all challenges by a majority vote.

**Section 16.9 – Assessment Center Test Challenges**

Upon completion of the determination of a score for the Assessment Center Test, each examinee shall be furnished with his/her test result. Human Resources shall establish a reasonable time period within which each examinee may review his/her examination at a post-test review appointment. Challenges regarding the components of this portion of the examination must be made in writing to the test developer within ten (10) calendar days after the post-test review appointment. The Human Resources Director, FOP President and the test developer, or their designees, shall conclusively decide all challenges by a majority vote. For each examinee who submitted a challenge, each examinee's own challenge and response will be available no later than eight (8) weeks after the date of the last examinee's submission of challenges.

**Section 16.10 –**

Promotional examinations for the position of Sergeant of Police and Lieutenant of Police will be given at least once every twenty-four (24) months, so as to provide continuous active promotional lists. The City agrees to begin the promotional process no later than nine (9) months prior to expiration of a certified promotional list. Formal examination scores and a promotional list shall be certified and posted within two (2) weeks after completion of all challenges in Section 16.8 above. Promotional lists shall expire twenty-four (24) months after the certification and posting of the results of the promotional examination.

**Section 16.11 –**

In the event of same day promotions, seniority rank in the new position shall be determined, in the order of standing on the promotional list. If there is a tie in the final scores that places more than one examinee in the same position on the promotional list, these examinee's ranking order on the promotional list shall be determined in the order of the examinee's seniority in the rank that they presently hold (i.e., a tie score between two (2) sergeants will be determined by awarding the highest ranking to the examinee with the most seniority as a sergeant, and a tie score between two (2) officers will be determined by awarding the higher ranking to the examinee with the most seniority as an officer, etc.).

**Section 16.12 – Promotional Eligibility for Employees Under Investigation**

An employee under any type of investigation who has been relieved of duty, with or without pay, shall be removed from any promotional eligibility list and will be bypassed for promotion. Upon conclusion of the investigation:

1(a). If an employee is bypassed for promotion pursuant to this article, and the charge(s) leading to the investigation are found to be anything other than substantiated, or, if the employee receives discipline less than a one (1) day suspension without pay, he or she shall be made whole in every respect, including promotion, compensation and seniority, irrespective of whether an active eligibility list is in effect upon conclusion of the investigation.

1(b). If an employee is removed from the eligibility list pursuant to this article, and the charge(s) leading to the investigation are found to be anything other than substantiated, or, if the employee receives discipline less than a one (1) day suspension without pay, he or she shall be returned to their position on the eligibility list, provided the list is still in effect (active) upon conclusion of the investigation.

2. If the charge(s) leading to the investigation are found to be substantiated and result in discipline consisting of a one (1) day suspension without pay or greater, the employee shall continue to be removed from any promotional eligibility list and will be bypassed for promotion. In such case, the employee will be eligible to apply and compete for promotion in subsequent testing cycles without limitation.

**ARTICLE 17**
**FOP PRESIDENT**

**Section 17.1 –**

The Miami Beach Fraternal Order of Police, William Nichols Lodge No. 8, Lodge President shall have the option, for each fiscal year, of closed "D.D." (Detached Duty), as outlined in Section 17.2 below, or to conduct union business (under the conditions described in Section 17.2 below), through the use of a time bank. The FOP President shall notify the Police Chief in writing by September 15 of each contract year, whether he or she elects to utilize the 1500 hour time back provision or the D.D. provisions contained in Section 17.2 below, during the following contract year. Unused time bank hours from one contract year shall rollover to the next contract year, not to exceed a total maximum of 3000 hours per contract year. Time for attendance at negotiations for a successor agreement is addressed in Article 11.8 of this Agreement.

**Section 17.2 –**

The Miami Beach Fraternal Order of Police, Lodge No. 8, Lodge President shall be released and detached from full time duties as a sworn law enforcement officer while serving as Lodge President and shall be carried full-time in a pay status to be shown on the payroll as "D.D." (Detached Duty). The following conditions shall apply:

a) For the purpose of recording time, the Lodge President will notify the Police Chief of all absences, including vacations, sick leave, meeting attendances, out of town trips, etc. The Lodge President shall be required to work a 40-hour workweek.

b) The Lodge President will be available at the FOP office currently located at 999 11th Street, Miami Beach, Florida 33139, for consultation with the Police Department Management or the City Administrators between normal working hours.

c) Should the Lodge President wish to change offices, (s)he will notify the Police Chief, in writing, at least five (5) working days prior to the proposed change. Said notice will include the address and the telephone number of the new office for the FOP Lodge President.

d) In the absence of the Lodge President, the Lodge President's designee may represent the Fraternal Order of Police.

e) The FOP will not send additional employees in a pay status to attend City Commission or Personnel Board meetings without approval of the Police Chief or his designee.

f) All applicable Miami Beach Police Department rules, regulations and order shall apply to the person who is the President of the Lodge and on D.D.

**Section 17.3 –**

The Management of the Miami Beach Police Department or the City Administration reserves the right to rescind the provisions of this Article in the event that it is found to be illegal. Canceling the Article shall not preclude further discussions of any Lodge Presidents' release for Union business.

**ARTICLE 18**
**COMPENSATORY TIME**

~~Effective upon ratification of this Agreement, E~~employees shall no longer accrue more than 150 hours of compensatory time in a calendar year. Employees will not be permitted to have more than 240 hours of compensatory time in their time bank. Employees assigned to the Motor Unit will continue to be able to accrue 320 hours of compensatory time as per the Settlement Agreement.

**ARTICLE 19**
**ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the FOP, for the duration of this Agreement, except as provided in the Florida Statutes, or as specifically excepted by provisions of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter referred to, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article shall not be construed to in any way limit or restrict the parties from negotiating, as provided in the Florida Laws, or any succeeding agreement to take effect upon the termination of this Agreement or any succeeding term of this Agreement.

**ARTICLE 20**
**TERM OF AGREEMENT**

This Agreement shall be effective as of the 1st day of October, 2018~~5~~ and shall remain in full force and effect until the 30th day of September, 2021~~18~~.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least thirty (30) days prior to the anniversary date it desire to modify this Agreement.

EXECUTED by the parties hereto on this_____ day of _____2019~~6~~.

MIAMI BEACH FRATERNAL ORDER OF POLICE, LODGE NO. 8

By: _____

~~Robert Jenkins~~Kevin Milan
FOP President

By: _____

Raymond Diaz~~Alejandro Bello~~
FOP Secretary

CITY OF MIAMI BEACH, FLORIDA

By: _____

~~_____~~Jimmy Morales
City Manager

By: _____

~~Philip Levine~~Dan Gelber
Mayor

_____

Approved by Vote of the City Commission

on the _____day of _____, 2019~~6~~.

By: _____

Daniel J. Oates
Police Chief

ATTEST:

_____

Rafael E. Granado
City Clerk

Date _____

**FRATERNAL ORDER OF POLICE**
**FOP LODGE NO. 8**
**ELECTION OF REMEDY FORM**

Grievance No. _____

1._____ I/We elect to utilize the Grievance Procedure contained in the current Contract between the Cty of Miami Beach, Florida, and the FOP. In making this election, I/we understand that selection of another forum, as defined by the FOP Contract, shall bar any consideration of the Grievance under the FOP collective bargaining agreement.

2._____ I/We elect to utilize another forum for my/our grievance, and in doing so, I/we understand that this election shall bar any consideration of this matter under the FOP collective bargaining agreement.

_____ _____
Signature Date

Subject of Grievance/Appeal: _____

**Addendum: Hearing Examiner Rules**

**HEARING EXAMINER RULES**

**SECTION 1: REQUEST FOR HEARING:** Any member of the bargaining unit may appeal from disciplinary action within ten (10) days after the delivery or mailing to him/her of such written notice, by filing a written request for a hearing to the Hearing Examiner or his/her designee. If the tenth day falls on a Saturday or Sunday, he/she will have the ability to file for an appeal on the following Monday.

**SECTION 2: DISCIPLINARY HEARINGS:**

(a) The City Manager or his/her designee not later than ten (10) days after receipt of such appeal, shall fix a place and time for holding a public hearing within a reasonable time thereafter. Written notice of such time and place shall be delivered or mailed promptly to both the Appellant and the Appointing Officer.

Only the Hearing Examiner may grant a continuance to either party for good and sufficient cause. No continuance shall be granted to either party unless such request for continuance is received in writing by the City Manager or his designee at least ten (10) days prior to the date of said scheduled hearing of appeal.

(b) The Hearing Examiner may, at the request of the Appointing Officer or the Appellant, call or request any person or records for the purpose of ascertaining the facts.

(c) The Appointing Officer or a representative designated by him/her, shall have the right to be present at such hearing and to be represented by the City Attorney.

(d) The Appellant shall have the right to be present at such hearing and to be represented by an attorney of his/her choice.

Said attorney shall be an attorney duly admitted and licensed to practice in the State of Florida. In the event that the Appellant does not retain an attorney, said Appellant may have an advisor of his/her choice present. Such advisor shall not have the right to interrogate any witnesses or to enter objections to any testimony or evidence presented to the Hearing Examiner, nor may such advisor speak in the Appellant's behalf.

(e) The findings of the Hearing Examiner shall be based upon competent substantial evidence of record.

(f) The Appointing Officer shall have the burden of presenting evidence to support the truth of the charges as contained in the written notice.

(g) The Appellant shall have the right to present evidence to refute the charges brought against him/her.

(h) The Appellant shall have the right to be confronted by his/her accuser, and the Appellant and the Appointing Officer shall each have the right to cross-examine the witnesses of the other.

(i) After both the Appointing Officer and the Appellant shall have presented their testimony and evidence, the Hearing Examiner shall receive argument in summation. The Appointing Officer shall have both the opening and closing argument.

(j) After the completion of closing oral argument, the Hearing Examiner shall consider the testimony and evidence presented before the Hearing Examiner to determine the truth or untruth of the charges.

(k) Within five (5) working days after the completion of the hearing, the Hearing Examiner shall issue his or her findings as to the truth or untruth of the charges in writing. The City Manager or his/her designee shall promptly deliver or mail a copy of such findings to the Appointing Officer and to the Appellant.

(l) A copy of the written statement given the officer or employee, a copy of any reply thereto, and a copy of the findings of the Hearing Examiner shall be filed as a Public Record in the Human Resources Department.

| Effective First Pay Period Ending in October 2018 | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Longevity 1=2.5% | 2=5.0% | 3=7.5% | 4=10% | 5=11% | | | | |
| | | | | | 7 years | 10 years | 15 years | 20 years | 25 years | | | | |
| Job Classification (Range) | | | | | | | | | | | | | |
| STEP | | 1 | 2 | 3 | A | B | C | D | E | F | G | H | I |
| 5305 | Detention Officer | | | | 45,631.56 | 48,954.62 | 52,520.26 | 56,344.86 | 60,448.70 | 64,851.28 | 69,574.18 | 74,641.32 | 78,373.36 |
| | | | | | 1,755.06 | 1,882.87 | 2,020.01 | 2,167.11 | 2,324.95 | 2,494.28 | 2,675.93 | 2,870.82 | 3,014.36 |
| | | | | | 21.94 | 23.54 | 25.25 | 27.09 | 29.06 | 31.18 | 33.45 | 35.89 | 37.68 |
| 8001 | Police Officer Trainee | 49,817.82 | 52,748.28 | 55,679.00 | | | | | | | | | |
| | | 1,916.07 | 2,028.78 | 2,141.50 | | | | | | | | | |
| | | 23.95 | 25.36 | 26.77 | | | | | | | | | |
| 5011 | Police Officer | | | | 58,609.20 | 61,541.18 | 64,606.36 | 67,949.44 | 71,290.96 | 74,880.78 | 78,531.18 | 82,493.58 | 86,618.22 |
| | | | | | 2,254.20 | 2,366.97 | 2,484.86 | 2,613.44 | 2,741.96 | 2,880.03 | 3,020.43 | 3,172.83 | 3,331.47 |
| | | | | | 28.18 | 29.59 | 31.06 | 32.67 | 34.27 | 36.00 | 37.76 | 39.66 | 41.64 |
| 5010 | Sergeant of Police | | | | | | | | | 86,577.92 | 90,907.70 | 95,488.12 | 100,262.50 |
| | | | | | | | | | | 3,329.92 | 3,496.45 | 3,672.62 | 3,856.25 |
| | | | | | | | | | | 41.62 | 43.71 | 45.91 | 48.20 |
| 5009 | Lieutenant of Police | | | | | | | | 95,488.12 | 100,193.08 | 105,266.72 | 110,527.56 | 116,054.12 |
| | | | | | | | | | 3,672.62 | 3,853.58 | 4,048.72 | 4,251.06 | 4,463.62 |
| | | | | | | | | | 45.91 | 48.17 | 50.61 | 53.14 | 55.80 |

**City of Miami Beach**
**Compensation Plan**

**Effective First Pay Period Ending in October 2020**

| | | | | | Longevity 1=2.5% | 2=5.0% | 3=7.5% | 4=10% | 5=11% | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 7 years | 10 years | 15 years | 20 years | 25 years | | | | |
| **Job Classification (Range)** | | | | | | | | | | | | | |
| STEP | | 1 | 2 | 3 | A | B | C | D | E | F | G | H | I |
| 5305 | **Detention Officer** | | | | 46,087.88 | 49,444.17 | 53,045.46 | 56,908.31 | 61,053.19 | 65,499.79 | 70,269.92 | 75,387.73 | 79,157.09 |
| | | | | | 1,772.61 | 1,901.70 | 2,040.21 | 2,188.78 | 2,348.20 | 2,519.22 | 2,702.69 | 2,899.53 | 3,044.50 |
| | | | | | 22.16 | 23.77 | 25.50 | 27.36 | 29.35 | 31.49 | 33.78 | 36.24 | 38.06 |
| 8001 | **Police Officer Trainee** | 50,316.00 | 53,275.76 | 56,235.79 | | | | | | | | | |
| | | 1,935.23 | 2,049.07 | 2,162.92 | | | | | | | | | |
| | | 24.19 | 25.61 | 27.04 | | | | | | | | | |
| 5011 | **Police Officer** | | | | 59,195.29 | 62,156.59 | 65,252.42 | 68,628.93 | 72,003.87 | 75,629.59 | 79,316.49 | 83,318.52 | 87,484.40 |
| | | | | | 2,276.74 | 2,390.64 | 2,509.71 | 2,639.57 | 2,769.38 | 2,908.83 | 3,050.63 | 3,204.56 | 3,364.78 |
| | | | | | 28.46 | 29.88 | 31.37 | 32.99 | 34.62 | 36.36 | 38.13 | 40.06 | 42.06 |
| 5010 | **Sergeant of Police** | | | | | | | | | 87,443.70 | 91,816.78 | 96,443.00 | 101,265.13 |
| | | | | | | | | | | 3,363.22 | 3,531.41 | 3,709.35 | 3,894.81 |
| | | | | | | | | | | 42.04 | 44.14 | 46.37 | 48.69 |
| 5009 | **Lieutenant of Police** | | | | | | | | 96,443.00 | 101,195.01 | 106,319.39 | 111,632.84 | 117,214.66 |
| | | | | | | | | | 3,709.35 | 3,892.12 | 4,089.21 | 4,293.57 | 4,508.26 |
| | | | | | | | | | 46.37 | 48.65 | 51.12 | 53.67 | 56.35 |

**City of Miami Beach**
**Compensation Plan**

**Effective First Pay Period Ending in October 2021**

| | | | | | Longevity 1=2.5% | 2=5.0% | 3=7.5% | 4=10% | 5=11% | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 7 years | 10 years | 15 years | 20 years | 25 years | | | | |
| **Job Classification (Range)** | | | | | | | | | | | | | |
| STEP | | 1 | 2 | 3 | A | B | C | D | E | F | G | H | I |
| 5305 | **Detention Officer** | | | | 46,548.76 | 49,938.61 | 53,575.91 | 57,477.39 | 61,663.72 | 66,154.79 | 70,972.62 | 76,141.61 | 79,948.66 |
| | | | | | 1,790.34 | 1,920.72 | 2,060.61 | 2,210.67 | 2,371.68 | 2,544.42 | 2,729.72 | 2,928.52 | 3,074.95 |
| | | | | | 22.38 | 24.01 | 25.76 | 27.63 | 29.65 | 31.81 | 34.12 | 36.61 | 38.44 |
| 8001 | **Police Officer Trainee** | 50,819.16 | 53,808.52 | 56,798.15 | | | | | | | | | |
| | | 1,954.58 | 2,069.56 | 2,184.54 | | | | | | | | | |
| | | 24.43 | 25.87 | 27.31 | | | | | | | | | |
| 5011 | **Police Officer** | | | | 59,787.24 | 62,778.16 | 65,904.94 | 69,315.22 | 72,723.91 | 76,385.89 | 80,109.65 | 84,151.71 | 88,359.24 |
| | | | | | 2,299.51 | 2,414.54 | 2,534.81 | 2,665.97 | 2,797.07 | 2,937.92 | 3,081.14 | 3,236.60 | 3,398.43 |
| | | | | | 28.74 | 30.18 | 31.69 | 33.32 | 34.96 | 36.72 | 38.51 | 40.46 | 42.48 |
| 5010 | **Sergeant of Police** | | | | | | | | | 88,318.14 | 92,734.95 | 97,407.43 | 102,277.78 |
| | | | | | | | | | | 3,396.85 | 3,566.73 | 3,746.44 | 3,933.76 |
| | | | | | | | | | | 42.46 | 44.58 | 46.83 | 49.17 |
| 5009 | **Lieutenant of Police** | | | | | | | | 97,407.43 | 102,206.96 | 107,382.58 | 112,749.17 | 118,386.81 |
| | | | | | | | | | 3,746.44 | 3,931.04 | 4,130.10 | 4,336.51 | 4,553.34 |
| | | | | | | | | | 46.83 | 49.14 | 51.63 | 54.21 | 56.92 |

**AGREEMENT**

**BETWEEN**

**CITY OF MIAMI BEACH, FLORIDA**

**and**

**MIAMI BEACH FRATERNAL ORDER OF POLICE**

**WILLIAM NICHOLS LODGE NO. 8**

**Period Covered**

**October 1, 2018~~5~~ through September 30, ~~2018~~2021**

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**AGREEMENT**

THIS AGREEMENT, made and entered into this __ day of _____, 2019~~6~~, by and between the CITY OF MIAMI BEACH, FLORIDA (herein called the "City"), and the MIAMI BEACH FRATERNAL ORDER OF POLICE, WILLIAM NICHOLS LODGE NO. 8 (herein called the "FOP").

**PREAMBLE**

WHEREAS, the FOP has been selected as the sole and exclusive bargaining representative by a majority of employees in the certified bargaining unit set forth in Article 1, and has been recognized by the City pursuant to the laws of the State of Florida as the sole and exclusive bargaining representative for said employees; and

WHEREAS, it is the intention of the parties to this Agreement to provide in manner which is binding and superior to ordinances and personnel rules of the City, for a salary schedule, fringe benefits, and conditions of employment of the employees covered by this Agreement, and to provide for the continued and efficient operation of the City's Police Department; and to provide for an orderly and prompt method of handling and processing grievances; and

WHEREAS, the FOP and the City agree to seek and maintain high standards for the operation of the Police Department;

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1**
**RECOGNITION**

The City recognizes the FOP as the sole and exclusive bargaining representative for the purpose of wages, hours, and other terms and conditions of employment for employees in the following classifications in the Police Department (hereafter "employees"):

Trainees

Police Officers

Sergeants of Police

Lieutenant of Police

Detention Officers

All other employees in other existing classifications are specially excluded.

**ARTICLE 2**
**DEDUCTION OF DUES**

**Section 2.1 – Check-off**

Upon receipt of a lawfully executed written authorization from an employee which is presented to the City by an official designated by the FOP in writing, the City agrees during the term of this Agreement to deduct biweekly FOP dues of such employees from their pay and remit such deductions to the FOP Treasurer within fourteen (14) calendar days however, such authorization is revocable at the employee's will upon thirty (30) days' written notice to the City and the FOP. The City shall deduct the dues from the FOP members who have authorized such a deduction in the following manner: Each member's biweekly wages shall be reduced by the amount equal to one and one half percent (1.5%) of the annual minimum of the pay range of the Police Officer Classification, divided by twenty-six (26) pay periods.

For example:
The current annual minimum for the Police Officer Classification is $53,309.01.
$53,309.01 x .015=$799.64 / 26 = $30.76
$30.76 shall be deducted biweekly from the member's paycheck.

The FOP shall be responsible for advising the City of any change in the percentage of dues calculation in writing. The City shall revise the calculation for each authorized deduction whenever a change to the annual minimum of the pay range of the Police Officer Classification is made, or whenever so notified in writing by the FOP of a change in the percentage.

The City agrees to use diligence in making prompt delivery of monies owed to the FOP. The charge for dues deductions shall be calculated by multiplying one average run of check-offs by four (4) and multiplying the product by seven cents ($0.07). The City shall notify the FOP of the amount owed no later than September 1 of each year. The FOP shall make payment to the City no later than September 30 of each year. The FOP will notify the City in writing of the exact amount of such uniform membership dues to be deducted. The FOP will notify the City thirty (30) days prior to any change in its dues structure or if there are additions or deletions to the established check-off list.

**Section 2.2 – Legal Services Trust Fund**

If the FOP establishes a Legal Services Trust Fund, upon receipt of a lawfully executed written authorization from an employee which is presented to the City by an official designated by the FOP in writing, the City agrees during the term of this Agreement to take biweekly deductions from such employees from their pay and remit such deductions to the Trustee within fourteen (14) calendar days; however, such authorization is revocable at the employee's will upon thirty (30)

days' written notice to the City and the FOP. There will be no charge to the FOP for Legal Services Trust Fund deductions.

The FOP will notify the City in writing of the exact amount of such uniform Legal Services Trust Fund deductions. The FOP will notify the City thirty (30) days prior to any change in the deduction structure or if there are additions or deletions to the established Legal Services Trust Fund deduction structure.

**Section 2.3 – Indemnification**

The FOP agrees to indemnify and to hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article; provided, that the City will not be indemnified or held harmless for any intentional tort. This indemnification is not intended to cover claims made by, or on behalf of the FOP.

**ARTICLE 3**
**GRIEVANCE PROCEDURE**

**Section 3.1 – Definition of Grievance and Time Limit for Filing**

A grievance is a dispute involving the interpretation or application of the express terms of this Agreement, excluding matters not covered by this Agreement; or where Personnel Board rules and regulations are involved; provided that disciplinary actions, including discharges, may be grieved under this Article, as provided herein. See Section 3.7 (Election of Remedies) for procedures to be utilized in particular circumstances. No grievance shall be entertained or processed unless it is submitted within twenty (20) workdays (excluding Saturday, Sunday, or holidays recognized by the City) after the occurrence of the first event giving rise to the grievance or within twenty (20) workdays after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the first event giving rise to the grievance.

**Section 3.2 – Grievance Procedure**

The FOP shall have the right to initiate and process grievances on its own behalf or on behalf of named members of the bargaining unit. However, the FOP shall have the right in its sole discretion not to process grievances on behalf of bargaining unit members who are not members of the FOP, provided it notifies said employee of its decision not to proceed. Grievances shall be processed, individually, as follows:

**Step 1**: The grievance shall be presented, in writing on the Grievance Form supplied by the City, to the employee's unit or division commander or a designated representative, who shall answer within five (5) workdays after such receipt. The employee will also provide the FOP with a copy of said grievance.

**Step 2**: If the grievance is brought by the FOP on its own behalf, or if the grievance is brought on behalf of an individual(s) and is not settled in Step 1 and an appeal is desired, it shall be referred in writing to the Police Chief or his designee. The Election of Remedy Form shall be completed and signed by the FOP and/or the grievant, and attached to the Step 2 grievance. The Police Chief shall discuss the grievance within ten (10) workdays with the employee and the FOP grievance committee at a time designated by the Police Chief. If no settlement is reached, the Police Chief shall give the City's written answer to the employee and the FOP grievance committee within five (5) workdays following their meeting.

**Step 3**: If the grievance is not settled in Step 2 and both the employee and FOP grievance committee desire to appeal, or if it is a class grievance filed by the

FOP and at least one employee of the named class and FOP grievance committee desire to appeal, it shall be appealed in writing to the City Manager or his designee for Labor Relations within fifteen (15) workdays after the City's answer in Step 2. ~~A meeting between the City Manager or his designee, the employee, and the FOP grievance committee shall be held at the time designated by the City Manager within fifteen (15) workdays. Step III will be treated as a mediation, if resolution is not reached the parties will mutually agree to proceed to arbitration and If no settlement is reached, the City Manager or his designee for Labor Relations shall give the City's written answer to the employee and the FOP grievance committee within fifteen (15) workdays following the meeting.~~ Within fifteen (15) workdays after the grievance is submitted is to HR, the parties shall confer to pick a neutral third-party as a mediator. After the mediator is selected, the parties shall schedule a mediation, which shall happen within thirty (30) workdays after the selection of the mediator. The parties can agree to extend this deadline, and it is understood that the selewcted mediator's schedule may require an extension. The parties shall evenly split the costs of the mediator. The rules of mediation that are applicable in the Florida Courts shall apply, in full. For the avoidance of confusion, this means that anything and everything discussed during mediation is confidential and may not be introduced in any other proceeding, ever. This confidentiality provision shall be interpreted as inclusive. Both parties must have a decision-maker present at the mediation. If the parties are unable to resolve the matter at mediation the mediator shall declare an impasse.

**Section 3.3 – Binding Arbitration**

If the grievance is not resolved in Step 3 of the grievance procedure, the FOP grievance committee~~, with the concurrence of the employee who filed the grievance, or if it is a class grievance filed by the FOP, with the concurrence of at least one employee of the named class, or if it is a grievance filed by the FOP on its own behalf,~~ may refer the grievance to binding arbitration within fifteen (15) workdays after ~~receipt of the City's answer in~~in the declaration of impasse from Step 3. The parties may select an arbitrator by mutual agreement. Nonetheless, ~~The parties shall attempt to agree upon an arbitrator within fifteen (15) workdays after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said fifteen (15),~~ the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the FOP shall have the right to strike two names. The name remaining after the ~~City~~ the last party strikes shall be the arbitrator. The parties shall notify the arbitrator of their selection and request the arbitrator's availability for a hear. ~~The arbitrator shall be notified of his selection within five (5) workdays by a joint letter from the City and the FOP requesting that he advise the parties of his availability for a hearing. The parties may select a permanent arbitrator in lieu of the selection procedure set forth in this section.~~

Written reprimands shall be settled at Step III.

**Section 3.4 – Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the FOP, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall submit in writing his decision within thirty (30) days following ~~the close of the hearing or~~ the submission of briefs by the parties, ~~whichever is later, provided that the parties may mutually agree in writing to extend said limitation.~~ Either party may elect to make a closing argument at the hearing. A party can BOTH make a closing argument and submit a written brief. Written briefs shall be due on a date agreed to by the parties. The parties may agree to extend the deadline for submission of written briefs, and the deadline for the decision from the arbitrator.

The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. If the arbitrator acts in accordance with this Section, the decision of the arbitrator shall be final and binding.

**Section 3.5 – Expenses of Arbitration**

The fee and expenses of the arbitrator and the cost of a court reporter's attendance and written transcript shall be divided equally between the City and the FOP; provided, however, each party shall be responsible for compensating its own representatives or witnesses.

**Section 3.6 – Processing Grievances**

All grievance discussions and investigations shall take place in a manner which does not interfere with the operation of the Police Department. Any time spent by the Grievance Committee of the FOP in discussions or processing grievances at Step 1, 2, or 3 during their working hours shall not result in a loss of earnings or benefits.

**Section 3.7 – Election of Remedies**

Disciplinary actions may be grieved (1) under the grievance/arbitration provisions contained in this Article or (2) to a Hearing Examiner, who shall be selected by utilizing the procedures outlined in Section 3.3 of this Article. A grievance involving the interpretation or application of this Agreement may be grieved solely under the grievance/arbitration provisions contained in this Article. Grievances regarding certain non-disciplinary matters, such as disagreements as to the

waiving or application of changes to personnel rules or other work rules or policies may be filed via the Personnel Board procedures.

The decision of the hearing officer shall be final & binding. The cost of a Hearing Examiner shall be borne by the City. Any proceedings before the Hearing Examiner shall be conducted pursuant to the attached Hearing Examiner Rules.

**Section 3.8 – Probationary Period**

Nothing herein shall in any way affect the discretion presently accorded the Police Chief with respect to employees in their probationary period following hire or in their probationary period following promotion. It is specifically understood by the parties that the exercise of the Police Chief's discretion in this regard shall not in any way be subject to the grievance procedure set forth herein. Newly hired employees shall remain in probationary status for twelve (12) months after completion of the Field Training Officer (FTO) program and have no right to utilize the grievance procedure for any matter concerning discharge, suspension or other discipline during such period.

Employees promoted to the rank of Sergeant of Police or Lieutenant of Police shall remain in probationary status for nine (9) months after completion of the Supervisor FTO program designed by the Chief of Police, with input from the Union. In no event will the Supervisor FTO program be longer than eight (8) weeks.

**Section 3.9 – FOP Grievance Committee**

The FOP shall appoint a Grievance Committee of not more than three (3) members, and shall notify in writing the Police Chief and the City Manager's designee for Labor Relations of the name or names of the employee or employees serving on this committee and of any changes in the numbers of this committee. The members of this committee may not conduct any investigation while on duty without receiving the permission of the Police Chief, or in his absence, the duly authorized representative acting in his behalf; however, such permission shall not be unreasonably withheld. Department clerical personnel will not be used by the grievance committee in grievance matters. The grievance committee shall not unreasonably use other departmental resources for the purpose of conducting grievance-related work.

**Section 3.10 – Waiver of Time Limitations or Steps**

The parties may mutually agree in writing to extend any of the time limitations set forth above for the processing of grievances and may also waive any of the intermediate steps of the grievance procedure in writing.

**ARTICLE 4**
**NO STRIKE AND NO LOCKOUT**

**Section 4.1 – No Strike**

The parties hereby recognize the provisions of Chapter 447, Florida Statutes, which define strikes, prohibit strikes, and establish penalties in the case of a strike, and incorporate those statutory provisions herein by reference.

**Section 4.2 – No Lockout**

The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the FOP.

**ARTICLE 5**
**MANAGEMENT RIGHTS**

It is recognized that except as stated herein, the City shall retain all rights and authority necessary for it to operate and direct the affairs of the City and the Police Department in all of its various aspects, including, but not limited to, the right to direct the work force; to plan, direct, and control all the operations and services of the Police Department; to determine the methods, means, organizations, and personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule the working hours; to hire and promote; to demote, suspend, discipline or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the expressed written provisions of this Agreement and that a grievance may be filed alleging such a conflict.

The City shall not employ more than ~~thirty-eight~~eighty (80~~38~~) Reserve Police Officers. No Reserve Police Officers will be authorized to perform off-duty work as a police officer, unless reasonable efforts to fill an off duty job with bargaining unit member fails. Reserve Officers shall be compensated one dollar ($1.00) per fiscal year. The cap on reserve officers can be adjusted by mutual agreement of the City Manager or designee and FOP President.

Should the Department determine, in the discretion of the Chief with the concurrence of the FOP President, to~~,~~ utilize reserve officers to staff special events or other circumstances, such reserve officers will be compensated by the City at the prevailing off-duty rate.

**ARTICLE 6**
**POLICE EQUIPMENT**

The City agrees to issue equipment which includes four sets of class B and E uniform shirts and pants or shorts on annual basis. Footwear, duty gear, department issued weapons, ammunition, handcuffs, expandable batons, light and heavy jackets, rain gear and traffic templates, shall be issued as needed. Additionally, the City will supply an initial issue whistle to all patrol officers. ~~Replacement of whistles shall be at the officer's expense~~. To the extent that a flashlight is a required article of equipment, the City shall provide it. The City will reimburse employees for the cost of replacement of protective vests up to a maximum of $750.00, when needed. However, as long as the City is a recipient of the U.S. Department of Justice Bulletproof Vest Partnership (BVP) Grant, the City will reimburse employees for the cost of replacement of protective vests up to a maximum of $1,000.00, when needed. If the City is no longer a recipient of the BVP Grant, then the reimbursement rate shall be $750.00.

If the Department transitions to new or different types of equipment, all employees shall receive the equipment and applicable training within one (1) year of the transition or within a reasonable timeframe.

Necessary ammunition will be issued to each employee every twelve (12) months to guarantee reliability of the ammunition.

**Retiree Service Weapon**

A bargaining unit member who retires in good standing from the City shall receive his/her service firearm upon retirement or upon separation from the Police Officer Reserve Program, provided that the member does not retire in lieu of termination. The Police Chief (or designee) shall have the right to deny this benefit for any justifiable reason to be approved in conjunctions with the Human Resources Director (or designee).

All bargaining unit members who retire due to in-service connected injuries/disabilities regardless of creditable years of service with the City's Police Department shall be eligible to receive their service firearm. Any sworn employee who retires and remains as a reserve police officer shall receive his or her retiree weapon when they separate from the Police Officer Reserve Program.

Note: The Chief of Police may require the wearing of body armor at any time in response to specific events or threats. When the Chief directs that it be worn, members will wear only body armor authorized or approved by the Department. Members who do not have body armor will not be required to wear any, until the Department either supplies it to them or reimburses their purchased and approved body armor.

**ARTICLE 7**
**HOURS OF WORK AND OVERTIME**

**Section 7.1 – Purpose**

This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

**Section 7.2 – Normal Workweek**

The normal workweek shall consist of forty (40) hours per week and such additional time (subject to Section 7.4 and 7.5 below) as may, from time to time, be required in the judgment of the City to serve the citizens of the City. The workweek shall begin with the employee's first regular shift each week. All hours scheduled in the normal workday will be consecutive. An employee called in early in advance of his normal shift starting time will not be sent home early on such day for the purpose of avoiding overtime unless such employee is in agreement with the request to leave early; provided, however, that except as limited by Section 7.3 below, the City shall retain its right to establish and modify normal work schedules.

**Section 7.3 – Four-Day Workweek**

The City shall extend the present policy of a four (4) day workweek to all employees in the bargaining unit except employees on light duty because of injuries or illness which are not service connected. Employees who suffered a service connected injury or illness and who are permitted to work light duty may work up to thirty-two (32) weeks, measured non-consecutively from the date of injury, on light duty on a 4-10 schedule, or to receive ISC payments for thirty-two (32) weeks, or a combination of both. Thereafter, the officer may be assigned to work a 5-8's shift in a light duty assignment during the pendency of his/her light duty.

Positions occupied by employees who are permitted to elect either a 4-10 or a 5-8 work schedule shall continue on that basis.

Detention Officers shall continue to work a 5-8 work schedule.

**Section 7.4 – Weekly Overtime**

Any member of the bargaining unit required to perform work outside of his/her regularly assigned shift shall receive pay at time-and-one-half their current hourly rate, subject to the provisions of the following paragraph.

~~Effective upon ratification of this Agreement, T~~the parties understand and agree that Section 207(k) of the Fair Labor Standards Act Regulations shall apply to hours of work for employees covered under this agreement. Accordingly, the normal biweekly work period shall consist of eighty (80) hours in a fourteen (14) day period. Hours worked in excess of the eighty (80) hour biweekly work period shall be compensated at the rate of one and one-half times the employee's regular rate of pay; however, sick leave, excluding sick leave taken under the Family and Medical Leave Act (FMLA) and court sick leave (only after having worked at least sixteen (16) consecutive hours), shall not count as hours worked for purposes of overtime calculation. Leave without pay, excluding leave taken under the Family and Medical Leave Act (FMLA), shall not count as hours worked for purposes of overtime calculation. Hours worked on an off-duty assignment shall not count as hours worked for purposes of overtime calculation. All other hours in paid status shall count as hours worked for the purposes of overtime calculation.

**Section 7.5 – Distribution of Overtime Opportunity**

a) Overtime is recognized as being of three (3) general types within the Police Department:

1. **Carry-over Overtime –** Overtime for work carried over from an employee's regular duty assignment (e.g., uniform officer on arrest; detectives' on-going investigations). "Carry-over Overtime" shall not be subject to equal distribution rules.

2. **Staffing Overtime** – Overtime due to staffing needs. Staffing Overtime shall be distributed on a rotating basis, as equally as practicably possible, among employees in the particular work unit who are qualified to perform the particular overtime work, by departmental seniority. The Staffing Overtime list must be exhausted before returning to the top of the list.

   Employees who are not in the particular work unit or division will not be assigned to Staffing Overtime unless reasonable attempts to assign employees from within the work unit or division have failed.

3. **Special Event Overtime** – Overtime for planned events or assignments. Special Event Overtime shall be distributed on a rotating basis, as equally as practicably possible, among all sworn employees in the Department who are qualified to perform the particular overtime work, by departmental seniority. The Chief of Police will develop and maintain a list of recurring special events. The

Union President will be notified of special event pre-action and post-action meetings; his or her attendance is optional

b) Records for Staffing Overtime will be maintained at the Platoon or work section level. Records for Special Event Overtime will be maintained at the Department level.

c) Pay for overtime work will be paid no later than two (2) full pay periods following the pay period in which the overtime/court attendance slip is submitted and approved by the employee's supervisor.

**Section 7.6 – No Pyramiding**

Compensation shall not be paid more than once for the same hours with the exception of the assignment of "guaranteed minimum hours" provided for in Section 8.12, entitled Court Time Compensation, when the court time does not fall completely within the employee's regular shift or assigned overtime shift. In contrast, if the court time completely falls within the employee's regular or overtime shift, no guaranteed minimum court time hours shall be paid.

**ARTICLE 8**
**WAGES AND FRINGE BENEFITS**

**Section 8.1 – Across-the-Board Wage Increases**

a) Effective with the first pay period ending in ~~April of 2016~~October 2018, there shall be a ~~one~~ zero percent (0~~1~~%) across-the-board wage increase. ~~This across-the-board wage increase shall increase the minimums and maximums of the pay ranges for those classifications covered by this Agreement~~.
b) Effective with the first pay period ending in ~~July of 2017~~April 1, 2020, there shall be a ~~three~~ one percent (1~~3~~%) across-the-board wage increase. This across-the-board wage increase shall increase the minimums and maximums of the pay ranges for those classifications covered by this Agreement.
c) Effective with the first pay period ending in ~~July of 2018~~April 1, 2021, there shall be a ~~three~~ one percent (1~~3~~%) across-the-board wage increase. This across-the-board wage increase shall increase the minimums and maximums of the pay ranges for those classifications covered by this Agreement.

**Section 8.2 – Police Vehicle Policy**

In an effort to reduce the long-term costs to the City in maintenance, repairs and liability, a take-home vehicle program will continue on a phased-in process to the extent that funds are available in compliance with State and Federal law from the Police Confiscated Fund.

Bargaining unit members who are participants in the Take-Home Vehicle Program as of October 1, 1997, shall continue in the Take-Home Vehicle Program as prescribed by the City Commission approved Policy and the Department S.O.P. Thereafter, priority for allocation of take-home cars shall be given to all eligible personnel by Departmental seniority.

To defray the operating expense incurred by the City as a result of the non-official use of take-home vehicles, employees shall be assessed a user fee. The fee shall be based on the location of their primary residence as shown below:

| **LOCATION** | **BIWEEKLY FEE** |
|---|---|
| Miami Beach | -0- |
| Dade County (other than Miami Beach) | $25.00 |
| Broward County | $30.00 |
| Palm Beach County (as limited below) | $45.00 or $75.00 |

The take-home vehicle program shall be available to any sworn officer who was hired before July 18th, 2001 [the ratification date of 2000-2003 Agreement] who resides in Miami-Dade or Broward

County. Except as stated in this section, the take-home vehicle program shall not be available to any sworn officer who is hired on or after July 18th, 2001 [the ratification date of the 2000-2003 Agreement] (except police applicants in the background process) and resides outside of Miami-Dade County but is available to a sworn officer who is living outside Miami-Dade County and moves back to Miami-Dade County.

As of July 2010, there were one hundred ten (110) cars allocated in the take home vehicle program for Broward County. Going forward, a number of vehicles to be determined (but no less than one hundred ten (110) vehicles) by the mutual agreement of the Police Chief and the FOP will be allocated for Broward County.

The four (4) police officers currently residing in Palm Beach County will be allowed to retain their take home cars and will continue to pay at their current rates (i.e., the $45.00 or $75.00 that applied to each of them respectively per the terms of the 2003-2006 Agreement) for their vehicles. When each one of these four (4) employees separate from City employment, the number of Palm Beach cars will be reduced as each employee leaves. Whenever one (1) of the four (4) Palm Beach County cars is eliminated, the number of Broward County take home cars will be increased by that same number.

Employees may not park their cars in a location so as to circumvent the restrictions outlined in this section.

The Union agrees that each bargaining unit employee who is assigned a take-home vehicle will purchase at his or her expense an extended non-owner coverage endorsement or non-owner auto insurance coverage in the amount of at least $100,000, within 30 days of this effective date of this agreement. In addition, the employee must maintain an extended non-owner coverage endorsement or non-owner auto insurance coverage in the amount of at least $100,000, for so long as he or she is assigned a take-home vehicle. Employees who are initially assigned a take-home vehicle, subsequent to date of ratification of this agreement, shall be required to obtain and maintain an extended non-owner coverage endorsement or non-owner auto insurance coverage in the amount of at least $100,000, prior to vehicle assignment. Any employee without the required insurance coverage, as stipulated herein, may have the take-home vehicle privilege revoked at the City's discretion. If the insurance industry no longer provides the extended non-owner coverage endorsement or non-owner auto insurance coverage, there will be a re-opener in order for the City and Union to discuss the provisions set forth in this section only.

**Section 8.3 – Compensation Plan**

a) **Entry Level Pay - Hired on or after October 1, 1997**

1. Police Officer

a) Non-Certified Hire - A newly hired, non-certified Police Officer will be placed in the Police Officer Trainee Step 1 rate of pay while attending the Police Academy and until he/she receives notification of passing the State Certification examination. The pay period following the notification of passing the State Certification examination the bargaining unit employee will be placed in Police Officer Trainee Step 2 rate of pay for the duration of his/her first year of service. Upon completing his/her first year of service, in accordance with Section 5 below, the bargaining unit employee shall be placed in Step A.

b) Non-Florida Certified Hire Academy Required - A newly hired, Non-Florida certified Police Officer who is required to attend the Police Academy will be placed in the Police Officer Trainee Step 2 rate of pay while attending the Academy and until he/she receives notification of passing the State Certification examination. The pay period following the notification of passing the State Certification examination, the bargaining unit employee will be placed in Police Officer Trainee Step 3 rate of pay for the duration of his/her first year of service. Upon completing his/her first year of service, in accordance with Section 5 below, the bargaining unit employee shall be placed in Step A.

c) Certified Hire with less than one (1) year of experience - A newly hired Police Officer with less than one (1) year of experience who is not required to attend the Police Academy shall be placed in the Police Officer Trainee Step 3 rate of pay for his/her first six (6) months of service and Step A for the duration of his/her first year of service.

d) Certified Hire with or greater than one (1) year but less than three (3) years of experience - A newly hired Police Officer with or greater than one (1) year but less than three (3) years of experience shall be placed in Step A for the duration of his/her first year of service.

e) Certified Hire with or greater than three (3) years of experience - A newly hired Police Officer with or greater than three (3) years of experience shall be placed in Step B for the duration of his/her first year of service.

2. Detention Officer
A newly hired Detention Officer will be placed in Step A of the pay scale for the duration of his/her first year of service.

b) **State Certification Re-examination –** In the event a newly hired Police Officer who is required to take the State Certification examination fails to pass said examination, he/she shall be placed on a leave of absence without pay until such time as he/she passes the State Certification examination. Said bargaining unit employee shall sign up for the next scheduled examination in the State of Florida and take the examination at his/her expense. In the event the bargaining unit employee fails the re-examination, his/her employment with the City shall terminate.

**Section 8.4 – Step and Longevity Increases**

All step and longevity increases shall become effective on the payroll period commencing nearest the employee's anniversary date, as per current practice. A step increase shall be awarded based upon the employee receiving a satisfactory evaluation during that rating period, as per current practice.

Effective October 1, 2015, one (1) additional step (Step I) shall be added to the maximum pay range for the classification of Detention Officer. The additional step will increase the maximum of the range for the aforementioned classification by five percent (5%). The minimum pay range shall remain as is and there shall be no immediate pay increase for any employees. Those employees at the maximum of the range (Step H) as of October 1, 2015, will move into the new step (Step I) on October 1, 2015, with their anniversary date remaining unchanged. Thereafter, any employee in the aforementioned classification who is at the maximum step of the range, (Step H), shall be eligible to proceed to Step I upon reaching his or her next anniversary date.

**Section 8.5 – Shift Differential**

At the time this Agreement was executed, the City maintained three standard shifts of work to-wit: a first shift starting at approximately 11:00 p.m.; a second shift (also called "Day Shift") starting at approximately 7:00 a.m.; and a third shift (also called "Afternoon Shift") starting at approximately 3:00 p.m.

If the City rearranges the shift scheduling or establishes any new shift, shift differential pay shall follow the below formula based on the time period in which a majority of hours are worked by the

employee. If a majority of the non-standard shift hours are after 3:00 p.m., all the shift differential pay for all post 3:00 p.m. hours, effective October 1, 2006, shall be seventy-five cents ($.75) per hour. If a majority of the non-standard hours are after 11:00 p.m., all the shift differential pay for all post 11:00 p.m. hours, effective October 1, 2006 shall be one dollar ($1.00) per hour. However, effective September 30, 2015, if a majority of the non-standard shift hours are after 3:00 p.m., the shift differential pay for all post 3:00 p.m. hours shall be fifty cents ($.50) per hour, which shall be added the employee's hourly rate; and if a majority of the non-standard hours are after 11:00 p.m., the shift differential pay for all post 11:00 p.m. hours shall be seventy-five cents ($.75) per hour, which shall be added to the employee's hourly rate.

**Section 8.6 – Hazardous Duty Pay**

~~Effective April 1, 2015, all employees covered by this Agreement, shall receive Hazardous Duty Pay in the amount of one hundred ($100.00) dollars per pay period~~. ~~Effective October 1, 2017~~, All employees covered by this Agreement, shall receive hazardous duty pay in the amount of ~~shall be increased to~~ one hundred twenty-five dollars ($125) per pay period. Hazardous Duty Pay shall not be considered as pensionable earnings.

**Section 8.7 – Holidays**

Consistent with the City Commission holiday resolution and current department practices, the holiday benefits presently enjoyed by the employees covered by this Agreement shall continue. Employees shall be paid double time for all hours worked on a holiday. Employees whose regularly scheduled day off falls on a holiday shall be given another day off.

**The following holidays shall be recognized as follows:**

| **Holidays** | **Recognized Date** |
|---|---|
| New Year's Day* | January 1 |
| Independence Day | July 4 |
| Veterans Day | November 11 |
| Christmas Day* | December 25 |

***Effective the first full pay period upon ratification, members working midnight shift on Christmas Eve and New Year's Eve shall also be paid double time for all hours worked.**

**Section 8.8 – Vacation Benefits**

Consistent with applicable ordinances, the vacation benefits presently enjoyed by the employees covered by this Agreement shall continue. Employees shall be allowed to take vacation time off upon completion of their entry FTO program.

In the event an employee is not allowed to take a vacation because of scheduling by the City, he will, at the option of the City, either be paid in lieu of vacation time not used, or be allowed to accumulate into the next calendar year pursuant to existing rules governing accumulation. However, in no event shall an employee be penalized by losing accumulated vacation time because he was unable to use it because of departmental needs. This Section shall not apply to sick leave accumulation.

**Section 8.9 – Sick and Vacation Leave Accrual and Payment on Termination**

Effective upon ratification of this agreement, a~~A~~ll employees covered by this Agreement shall, under applicable ordinances, rules, and regulations, be allowed to accrue no more than 500 hours on an annual basis, and, except in accordance with provisions for postponement of vacation leave as set forth in Article 8, Section 7, of this Agreement; be permitted to transfer sick leave in excess of 360 hours to vacation leave at the rate of two days' sick leave to one day vacation leave to be used in the pay period year when transferred; be permitted a maximum payment at time of termination, death, or retirement of, no more than 620 hours vacation leave and seventy-five percent ~~one-half~~ (~~1/2~~75%) of sick leave to a maximum of ~~600~~ 620 hours. Employees shall be permitted to carry vacation hours over the five hundred (500) hour cap until March 31st of the following year.

~~a) All members covered under this Agreement shall be entitled to a termination payout of one-half~~seventy five percent ~~(1/275%) of his/her accrued sick leave up to a maximum payout of 600~~ 620 ~~hours.~~

**Section 8.10 – Sick Leave Sell Back Program**

An annual sick leave sell back program, payable on a dollar for dollar basis, has been established and implemented as stated in this section~~, effective October 1, 2013~~. The annual sick leave sell back period shall cover each fiscal year, from October 1st to September 30th. Payments for each annual sick leave sell back period will be made in the last pay period in November after the closing of the applicable sell back period.

The sick leave sell back program will allow qualified employees to sell back their annual sick leave accrual during the sell back period, minus any sick and emergency vacation leave utilized during the same period, to be reduced on an hour for hour basis. ~~Effective October 1, 2016~~, E~~e~~mployees who have completed twenty (20) years of service or more, before the start of the applicable sell back period, may sell back up to 136 hours minus any sick and emergency vacation leave utilized during the same period, to be reduced on an hour for hour basis. Leave utilized under the Family and Medical Leave Act (FMLA) shall not reduce the sick leave sell back amount.

In order to qualify for participation in the sick leave sell back program, employees must: (1) Have been employed by the City throughout the entire sick leave sell back period being measured; and (2) Maintain at least three hundred (300) hours of combined accumulated sick and vacation leave, after each sell back date. Employees who have completed five (5) years of service or less, before the start of the applicable sell back period, must maintain at least two hundred (200) hours of combined accumulated sick and vacation leave, after each sell back date. The sick leave hours sold back as part of this program cannot cause the employee's accumulated sick and vacation leave to fall below the aforementioned minimum established thresholds.

**Section 8.11 – Bereavement**

When there is a death in the immediate family (mother, father, grandparents, grandchildren, current spouse's parents, brother, sister, current spouse, children or stepchildren or domestic partner as defined in the Domestic Partner Leave Ordinance of an employee), he or she shall be allowed four (4) days off for each death for the purpose of making arrangements and/or attending the funeral, without loss of pay and without charge to accrued sick leave or vacation days of said employee. At his or her request, the employee shall be provided two (2) additional work days off, which shall be charged to the employee's accrued sick or vacation leave bank. In such circumstances, additional time off may be granted at the discretion of the Police Chief, and shall be chargeable to the accrued sick or vacation leave of such employee. Requests for additional time off shall be submitted in writing to the Police Chief.

The City shall be responsible for funeral expenses for any employee killed in the line of duty, up to a maximum of $20,000.

**Section 8.12 – Court Time Compensation**

For attendance at court during off-duty hours for purposes related to employment with the City, employees shall be provided with time and one-half pay for such time spent at court with the following minimum hourly guarantees:

a) During an employee's off-duty hours, a minimum of four (4) hours per day shall be guaranteed until September 30, 2015, at which time the minimum hours per day shall decrease to three and one-half (3 ½) hours. However, if an employee's first court appearance begins within one (1) hour of the start of his/her regularly assigned shift or ends within one (1) hour after the end of his/her regularly assigned shift, a minimum of two (2) hours per day shall be guaranteed.

b) For the employee's second off-duty appearance in the same day, an additional two (2) hour minimum shall apply after the expiration of four hours (or two hours if the initial two-hour minimum was in effect).

c) For the employee's third off-duty appearance in the same day, an additional one (1) hour minimum shall apply after the expiration of six hours (or four hours if the initial two-hour minimum was in effect).

d) No Pyramiding. Compensation shall not be paid more than once for the same hours.

**Section 8.13 – Out-of-Classification Pay**

When an employee is assigned by the shift commander to perform at the level of a higher rank, he shall be paid for the duration of the assignment at an hourly rate of pay of ~~two~~ three dollars ($3~~2~~.00) higher than his/her regular rate; provided that this shall in no way constitute an obligation to assign an employee to a higher classification under any circumstances and it is recognized that the City retains the right to determine when and for how long an employee will be temporarily assigned to a higher classification. ~~Effective October 1, 2016, the amount shall increase to three dollars ($3.00) per hour.~~

**Section 8.14 – Standby Pay**

When an employee is placed on standby during off-duty hours by order of the shift commander for the purpose of being available to return to duty to handle emergency crowd control or natural disasters, he will be paid one-half (1/2) of his regular base rate for all standby time up to a maximum of eight (8) full-time hours in a twenty-four (24) hour period, starting with the time he is notified to stand by. Standby remuneration shall cease at the earlier of sixteen (16) hours in a twenty-four (24) hour period or when the employee is notified by order of the shift commander that the standby order is rescinded. Standby hours shall not be considered as hours worked for purposes of overtime.

**Section 8.15 – Call-In Pay, ~~Investigative Supervisor Availability Pay (ISAP),~~On Call Pay, and Telephone Calls**

a. Call-In Pay

An employee who is called to perform work outside of his regularly assigned shift will be paid a minimum of two (2) hours' compensation at the straight time hourly rate or time and one-half the regular hourly rate, subject to the provisions of Article 7.4, Weekly Overtime, except when contiguous to the employee's regular schedule.

b. On Call Pay

Effective the first full pay period upon ratification, employees who are designated as on call status ~~for a define period of time~~ will receive a two and half percent (2.5%) supplement pay per pay period on a monthly basis. ~~Eligible employees will be rotated on a periodic basis.~~

Those designated as on call status include the following:

- Criminal Investigations Division
- Hostage Negotiations Team
- SWAT Techs
- Special Weapons and Tactics Team
- Tech Services
- PEU
- Homeless Resource Officers (HRO)
- Intelligence Unit
- PIO
- IA
- FOP President
- Traffic Homicide Investigators
- K-9
- Neighborhood Resource Officers

Members receiving this benefit must be available to the Department when called. Unreasonable failure to respond when called may result in removal of this benefit for up to one year, at the discretion of the Chief.

Investigative Supervisor Availability Pay is eliminated effective upon ratification of this Agreement. ~~Investigative Supervisor Availability Pay (ISAP)~~

~~Upon designation by the Chief of Police, investigative supervisors (Police Sergeants and Police Lieutenants) shall receive Investigative Supervisor Availability Pay (ISAP), which shall consist of two (2) hours' compensation at a rate of time and one-half the regular hourly rate for each calendar week of ISAP. An employee assigned ISAP who receives one or more phone calls regarding a work-related matter, shall not be further compensated unless the time spent on such phone calls exceeds two (2) hours in the calendar week. If this occurs, the additional compensation shall be at a rate of time and one half the regular hourly rate, for the time actually spent on the call.~~

c. Telephone Calls

Any off-duty employee who receives a telephone call from a supervisor regarding a matter that pertains to an investigation or incident arising from his/her most recent (last) work shift, shall be paid a 30-minute minimum at straight time or time and one half the regular hourly rate, subject to the provisions of Article 7.4, Weekly Overtime, for the first off duty call on a given day. Subsequent calls that occur after the initial 30 minutes will be compensated in 30-minute increments not to exceed two hours for all~~the same~~ matters.

~~An off-duty employee assigned to the Criminal Investigations Section (CIS), Accident Investigations Unit (AIU) or the Information Resources Unit (IRU), and not assigned Investigative Supervisor Availability Pay (ISAP), who receives a telephone call from a supervisor regarding a work-related matter requiring intervention from the unit he/she is assigned to (limited to CIS, AIU or IRU) shall be paid a 30-minute minimum at straight time or time and one-half the regular hourly rate, subject to the provisions of Article 7.4, Weekly Overtime, for the first off-duty call on a given~~

~~day. A day shall commence at 12:00 AM and end at 11:59 PM. Subsequent calls shall be compensated on a minute-per-minute basis for the duration of that day. The employee must keep a record of the person, reason and the duration of the call. This record must be turned in within the pay period when the call was received.~~

~~An off-duty employee assigned to the Patrol Division, and not assigned Investigative Supervisor Availability Pay (ISAP), who receives a telephone call from a supervisor regarding a matter that pertains to an investigation or incident arising from his/her most recent (last) work shift, shall be paid a 30 minute minimum at straight time or time and one half the regular hourly rate, subject to the provisions of Article 7.4, Weekly Overtime, for the first off-duty call on a given day. A day shall commence at 12:00 AM and end at 11:59 PM. Subsequent calls shall be compensated on a minute per minute basis for the duration of that day. The employee must keep a record of the person, reason and the duration of the call. This record must be turned in within the pay period when the call was received.~~

**Section 8.16 – Sunglasses and Prescription Glasses**

The City agrees to reimburse employees for the purchase or repair of sunglasses and prescription eyeglasses with a maximum allowable reimbursement of one hundred fifty ($150.00) dollars per employee in a twelve (12) month period, when they are lost or damaged while the employee is engaged in active police work such as arrests, pursuit, physical conflict or vehicular accidents.

**Section 8.17 – Field Training Officer**

Bargaining unit employees who are assigned to the Field Training Officer (FTO) program by the Police Chief shall receive five percent (5%) of their base rate of pay on a biweekly basis, for as long as they are assigned to the program. The Chief of Police will assign, reassign, or remove FTOs at least annually. The Police Chief, or his/her designee, in his/her sole discretion, may assign Officers to Field Training Officer (FTO) assignment.

**Section 8.18 – Injury Service Connected (ISC)**

For two (2) sixteen (16) week periods, the City agrees to compensate any member of the bargaining unit with the difference between the weekly disability workers' compensation benefit received or which the employee is entitled to receive, and his or her regular rate of pay for any time lost from work due to injuries sustained under the following circumstances:

a) While on duty and entitled to be paid by the City; or

b) While reasonably exercising police officer functions within the City limits of Miami Beach while off duty; or while working a departmentally sanctioned off-duty job; or

c) While exercising police officer functions when there is a physical danger to a person and the employee takes reasonable action off duty in the state of Florida; or

d) When operating a City vehicle, being duly authorized to do so by the City; or while on a reasonably direct travel route to or from work and home in their private vehicle while within the City limits.

e) In the circumstances described above (subparagraphs 1 through 4), the City agrees that it is and will consider itself the employer and the employee the City's employee.

After the advice and comments of the Police Chief and the FOP President, the City Manager, at his sole discretion, may extend the above described ISC payments beyond thirty-two (32) weeks. This decision is not subject to grievance or arbitration. The approvals for receipt of this compensation as presently required shall be continued.

**Section 8.19 – Special Assignment Allowance**

Employees assigned on a permanent basis to motorcycles or the training unit shall receive a special assignment pay of five percent (5%) of their base pay.

Employees assigned to work a 5-8 shift shall receive a special assignment pay of two and one-half percent (2 ½%). Employees who are on 5-8 light duty because of non-service connected injury or illness shall not receive the special assignment pay. Employees who are on 5-8 light duty because of service-connected injury or illness, where the City doctor approves a 40-hour work schedule, and who have demonstrated the ability to work a 40-hour workweek, shall receive the special assignment pay for all hours worked on 5-8's. If the injury service connected light duty employee takes off work and receives ISC payments, the employee will not receive the two and one-half percent (2-1/2%) special assignment pay for time not worked.

**Section 8.20 – Extra Weapon**

Employees will be allowed to carry a concealed, extra weapon while on duty, as approved by the range master.

**Section 8.21 – Quality of Life**

The City agrees to continue a Quality of Life Program. The Quality of Life supplement pay shall be $~~67~~26.00 per pay period for those employees participating in the program.~~, until the first full pay period beginning after October 1, 2014, when the supplement shall decrease to $26.00 per pay period for those employees participating in the program.~~

The Police Chief or his designee shall develop certification requirements which employees must meet to be eligible for any Quality of Life supplement payments. The Quality of Life supplement will be made available to all qualifying Bargaining Unit Members.

**Section 8.22 – Forced Holdover**

If an employee is forced to stay beyond the hours of his/her ~~regular~~ shift~~,~~ such additional hours will be paid at double the regular rate.~~–~~This provision applies to minimum staffing or mandatory overtime as a result of being forced to stay beyond the hours of a pre-planned shift due to a special event~~enhanced staffing which cannot be filled with volunteers~~. ~~purposes only and does not include unexpected or special events such as, hurricanes or other acts of God, demonstrations, holiday or special events, etc.~~ This provision does not include unexpected occurrences such as natural or manmade disasters. The City will give a fourteen (14) calendar day notice whenever practical for planned overtime events. This does not apply to unplanned overtime or extensions of regular shifts. Forced Holdover will not be subject to the provisions contained in Article 7.4 Weekly Overtime calculations.

**Section 8.23 – Pension**

The pension benefits as they currently exist shall continue, except that the City shall amend the pension plan upon ratification of this Agreement, to provide the following benefits for plan members who retire on or after September 30, 2013 (except as otherwise specified below):

A. Military Buy Back: Upon completion of five (5) years of creditable service under the pension system, (ten years for members hired after ratification of this agreement), members may purchase additional creditable service under the system for up to two (2) years of prior military service, in increments of up to three percent (3%) per year of service for a maximum additional multiplier of six percent (6%), purchased at ten percent (10%) or ten and one half percent (10.5%), (for new hires required to contribute 10.5% to the plan as set forth in sections G and H herein), of pensionable salary during the 12 calendar months immediately preceding the date of such purchase; for each year of military service purchased, with the cost prorated for fractional years of service. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave, valued at the employee's hourly rate at the time of purchase. Such purchased creditable service will be available for use as a benefit, including for purposes of reaching normal retirement eligibility. In no event may the purchased service be used for purposes of vesting credits.

The purchase of additional military service must be completed within twenty- four (24) months following a member's completion of five years of creditable service under the pension plan (ten years for members hired after ratification of this agreement). If a member does not complete the purchase within the twenty-four (24) month period, he/she shall not be eligible for the purchase in the future. These provisions shall be applicable upon attaining ten (10) years of creditable service under the Miami Beach Police/Fire Pension plan for employees hired on or after ratification of this agreement.

**Prior Police Service Buy Back**: Upon ratification, all bargaining unit employees shall have a window between July 1, 2021 and September 30, 2021 in which to purchase up to two years creditable service in increments of up to three percent per year of service for up to two years of prior service. For purposes of determining credit for prior service, in addition to service as a police officer in this state, credit may be given for federal, other state, or county service as long as such service is recognized by the Criminal Justice Standards and Training Commission within the Department of Law Enforcement as provided in chapter 943 or the police officer provides proof to the board of trustees that such service is equivalent to the service required to meet the definition of a police officer. The creditable service shall be purchased at 10% or 10.5% (for employees required to contribute 10.5% to the plan as set forth in sections G and H herein) of pensionable salary during the 12 calendar months immediately preceding the date of such purchase; for each year purchased. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave valued at the employee's hourly rate at the time of purchase, with the cost prorated for fractional years of service. In the event the employee separates from employment after purchase of such creditable service but prior reaching 10 years of creditable service, the employee shall be reimbursed amounts paid in. Such purchased creditable service will be available for use as a benefit, including for purposes of reaching normal retirement eligibility, upon completion of 10 years of creditable service under the pension system. In no event may the purchased service be used for purposes of vesting credits.

**Non Prior Service Buy Back**: Upon ratification, all bargaining unit employees shall have a window between July 1, 2021 and September 30, 2021 in which to purchase up to two years creditable service in increments of up to three percent per year of service for a maximum additional multiplier of six percent (6%), purchased at 10% or 10.5% (for employees required to contribute 10.5% to the plan as set forth in sections G and H herein) of pensionable salary during the 12 calendar months immediately preceding the date of such purchase; for each year purchased. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave valued at the employee's hourly rate at the time of purchase. Such purchased creditable service will be available for use as a benefit upon completion of 10 years of creditable service under the pension system. In the event the employee separates from employment after purchase of such creditable service but prior reaching 10 years of creditable service, the employee shall be reimbursed amounts paid in. In no event may the purchased service be used for purposes of vesting credits.

The total amount of creditable service available for purchase shall not exceed a total two years (6%) for any combination of the above buy back options, or when an employee has participated in a prior by-back in the Miami Beach Police/Fire Pension system of six percent (6%) or more.

B. All compensation for work performed pursuant to Off-Duty Assignments, as outlined in the Department's Standard Operating Procedures (SOP's), shall be included in a member's salary for pension purposes, and shall be used in the calculation of member contributions and benefits. Provided, in no event shall overtime pay and/or off-duty pay, exceed the caps presently specified in the Miami Beach Police and Fire Pension Ordinance. Overtime in excess of 300 hours per

year or payments for unused sick and and/or vacation leave may not be included in compensation for pension purposes.

C. DEFERRED RETIREMENT OPTION PLAN (DROP)

**1. Eligibility** – Any active employee member of the Miami Beach Police and Firefighters Pension Plan may enter into the DROP on the first day of any month following the date upon which the employee first became eligible for a normal service retirement, subject to the conditions expressed herein or as modified from time to time.

**2. Conditions of Eligibility** – Upon becoming eligible to participate in the DROP, an employee may elect to enter that program for a period not to exceed sixty (60) months; however, employees who entered the DROP on or before September 30, 2015, may extend their DROP participation period by twelve (12) months, for a total maximum DROP participation period not to exceed seventy-two (72) months. Employees who entered the DROP on or after October 1, 2015, but prior to the date of ratification of this Agreement, may extend their DROP participation period by up to thirty-six (36) months, for a total maximum DROP participation period not to exceed ninety-six (96) months. Employees who enter the DROP on or after the date of ratification of this Agreement will be subject to a total maximum DROP participation period not to exceed ninety-six (96) months. Notwithstanding, participation may not continue beyond that date when the employee's combined years of creditable service and time in the DROP equals four hundred and fifty-six (456) months. Provided also that participation in DROP shall require the employee to complete and submit the following prior to start of DROP payments.

a. Such forms as may be required by the Pension Board of Trustee's Plan Administrator. Election in the DROP is irrevocable once DROP payments begin.

b. A waiver and an irrevocable resignation from employment with the actual date of termination being the date designated by the employee as the end of his/her DROP participation. The administration and timing of execution and delivery of the waiver and resignation forms shall meet the requirements of the Age Discrimination in Employment Act and the Older Worker's Benefits Protection Act, as same may be amended from time to time.

c. Employees currently in the DROP, who meet the requirements set forth in Sections 1 and 2 above, and elect to extend their DROP participation period, must sign such forms as may be required by the Pension Board by no later than September 1, 2019.

**3. Conditions of Employment for DROP Participants** – Employees shall be subject to termination of employment while in DROP to the same extent as they were in their pre-DROP status. A person who has elected the DROP remains an employee during the DROP period and receives all the benefits of being an employee during the DROP period, except any form of pension contribution.

**4. Effect of DROP Participation**

a. An employee's credited service and his/her accrued benefit under the Pension Plan shall be determined on the date of his/her election to participate in the DROP first becomes effective.

b. The employee shall not accrue any additional credited service while he/she is a participant in the DROP, or after termination of participation in the DROP.

c. A DROP participant is not eligible for disability benefits from the Plan.

d. An employee may participate in the DROP only once.

e. Effective with the start date of an employee's DROP participation, contribution to the Pension Plan by the employee and the normal cost contribution to the Pension Plan by the City, on behalf of the employee, shall cease.

**5. Payments to DROP Account**. A DROP account shall be created for each member who elects to participate in the DROP. A DROP account shall consist of amounts transferred to the DROP from the Plan, which include the monthly retirement benefits, including any future cost of living increases, that would have been payable had the member elected to cease employment and receive a normal retirement benefit upon commencing participation in the DROP, and earnings on those amounts. With the exception of those employees who enter the DROP on or after September 1, 2012, through September 29, 2013, shall continue to receive a zero (0%) cost of living adjustment for the third (3rd) and fourth (4th) annual adjustment dates, regardless of whether the employee remains in the DROP for the applicable maximum participation period.

a. Employees who entered the DROP on or before September 30, 2015, and who choose to extend their DROP participation period by up to twelve (12) months, shall receive a zero (0%) retiree cost of living adjustment (COLA) for their sixth (6th) annual adjustment date. If these employees choose to extend their DROP participation period and separate from employment with the City at any time within the sixth (6th) year, they will not receive a retiree COLA on the sixth (6th) annual adjustment date, but will receive a retiree COLA on the seventh (7th) annual adjustment date and all annual retiree COLAs thereafter.

b. Employees who entered the DROP on or after October 1, 2015, but prior to the date of ratification of this Agreement, who choose to extend their DROP participation period by up to thirty-six (36) months shall receive a zero (0%) retiree COLA for their sixth (6th), seventh (7th), and eighth (8th) annual adjustment dates. If these employees separate from employment with the City at any time within the sixth (6th), seventh (7th), or eighth (8th) year in DROP, they will not receive a retiree COLA on the annual adjustment date following their separation of employment with the City, but will receive all annual retiree COLAs thereafter.

c. Employees entering the eight (8) year DROP on or after the date of ratification of this Agreement shall receive a zero (0%) retiree COLA for

their sixth (6th), seventh (7th), and eighth (8th) annual adjustment dates. If these employees separate from employment with the City at any time within the sixth (6th), seventh (7th), or eighth (8th) year in DROP, they will not receive a retiree COLA on the annual adjustment date following their separation of employment with the City, but will receive all annual retiree COLAs thereafter.

d. Employees hired after the date of ratification of this Agreement who enter the DROP shall receive a zero (0%) retiree COLA for their first (1st), second (2nd), third (3rd), and fourth (4th) annual adjustment dates. If these employees separate from employment with the City at any time within the first (1st), second (2nd), third (3rd), or fourth (4th) year in DROP, they will not receive a retiree COLA on the annual adjustment date following their separation of employment with the City, but will receive all annual retiree COLAs thereafter.

**6. DROP Account Earnings**

a. Members may direct their DROP money to any of the investment options offered and approved by the Board. Any losses incurred by the participant shall not be made up by the City or the Pension Plan. The selection of these programs shall be made by the participant on forms provided by the Board. Any and all interest and or earnings shall be credited to the participant's DROP account.

b. A member's DROP account shall only be credited or debited with earnings while the member is a participant in the DROP and, depending on the DROP Account Payment Options selected, after the member dies, retires, or terminates employment with the City of Miami Beach.

**7. Payment of DROP Account Funds**

Upon termination of a member's employment (for any reason, whether by retirement, resignation, discharge, disability, or death), the retirement benefits payable to the member or to the member's beneficiary shall be paid to the member or beneficiary and shall no longer be paid to the member's DROP account. In the event of the member's death, payment shall be made directly to the member's beneficiary. No payments will be made from the DROP account until the member terminates employment.

**8. DROP Account Payment Options** – Following the termination of a participant's employment, the participant shall select one of the following options to begin to receive payment from his/her DROP account. Said selection shall occur no later than 30 days prior to the end of the DROP participation period or within 30 days following the termination of a participant's employment if said termination of employment occurs prior to the end of the DROP participation period:

a. **Lump Sum** – All accrued DROP benefits, plus interest, shall be paid from the DROP in a single lump sum payment.

b. **Partial Lump Sum** – A member designated portion of accrued DROP benefits, plus interest, shall be paid from the DROP in a

partial lump sum payment with the remainder being directly rolled over into an eligible retirement plan.

c. **Direct Rollover** – All accrued DROP benefits, plus interest, shall be paid from the DROP directly to the custodian of an eligible retirement plan.

d. Other method(s) of payment that are in compliance with the Internal Revenue Code and adopted by the Pension Board of Trustees.

**9. Death of DROP Participant** – If a DROP member dies before his/her account balances are paid out in full, the participant member's designated beneficiary shall have the same rights as the member to elect and receive the pay-out options set forth in Paragraph 8, above. DROP payments to a beneficiary shall be in addition to any other retirement benefits payable to the beneficiary.

**10. Administration of DROP Accounts**

a. The Pension Board of Trustees shall make such administrative rules as are necessary for the efficient operation of DROP but shall neither create any rule that is inconsistent with the legislation creating the DROP, nor any rule that would be a mandatory subject of collective bargaining.

b. At all times, the DROP will be administered so that the Plan remains qualified under the Internal Revenue Code and is in compliance with the Internal Revenue Code and applicable laws and regulations.

11. If any provision of this DROP should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation, or by judicial authority, or by an IRS regulation/ruling, the City and the Union agree to meet within 30 days of such determination for the purpose of negotiating a resolution to the invalid provision(s).

In the event that provisions of the Internal Revenue Code operate to limit the benefit amount of employee coverage by the pension provision incorporated in this Agreement to an amount less than set forth in the pension Plan then the City and the Union shall negotiate a method to compensate the affected employee for the difference between the normal pension benefit and the limits allowed by the Internal Revenue Code provided that no such resolution shall jeopardize the exempt status of the Plan under the Internal Revenue Code.

12. A member who elects to participate in the DROP shall retain the earned balance of accrued sick and vacation leave as of date of entry into the DROP, and shall continue to earn sick and vacation leave during the DROP period, in accordance with the stipulations set forth in the collective bargaining agreement between the City and FOP. While in the DROP, the member shall have the one-time option of receiving payment for accrued sick and/or vacation leave, up to the maximum payout upon separation of employment allowed by the collective bargaining agreement between the City and FOP, provided that the employee shall retain at least one hundred

twenty (120) hours of accrued sick leave after such payment. The one-time election to receive payment of leave balances shall be made in any one year of the DROP, by notifying the City no later than August 31 of that year. Employees may request such payment prior to entry into the DROP, but must be in the DROP at the time of payout. Payment will be made on the second pay period of February of the following year. Upon final separation from employment with the City, a member who has participated in the DROP shall be eligible to receive payment for the balance of all accrued sick and vacation leave as of the date of final separation, up to the maximum provided in the collective bargaining agreement, as reduced by the prior payout, if any. In no event shall payments for accrued sick or vacation leave be included in a member's earnings for the purposes of the plan.

D. Pension benefits for employees hired prior to July 14, 2010; all changes effective September 30, 2013, unless otherwise specified:

1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.

2. The normal retirement date shall be as provided in the current pension plan, except that a member must attain the age of 47 to be eligible for "Rule of 70" retirement or reach the 85% benefit cap, regardless of age.

3. The final average monthly earnings (FAME) shall be based on the member's two (2) highest paid years of creditable service, prior to retirement or separation from employment. Effective September 30, 2015, the final average monthly earnings (FAME) shall be based on the member's three (3) highest paid years of creditable service, prior to retirement or separation from employment.

4. The retiree cost of living adjustment (COLA) shall be two and one half percent (2.5%) annually.

5. The maximum pension benefit shall be 85% of pensionable income, with the exception that any member who attains a benefit of 85% of pensionable income or higher as of September 30, 2013, retains the maximum benefit of 90% of pensionable income.

6. An employee shall be vested after completion of five (5) years of creditable service.

7. Ten percent (10%) employee pension contribution.

E. Pension benefits for employees hired on or after July 14, 2010, but prior to September 30, 2013; all changes effective September 30, 2013, unless otherwise specified:

1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.

2. The normal retirement date shall be as provided in the current pension plan, except that a member must attain the age of 48 to be eligible for "Rule of 70" retirement or reach the 85% benefit cap regardless of age.

3. The final average monthly earnings (FAME) shall be based on the Member's three (3) highest paid years of creditable service, prior to retirement or separation from employment.

4. The retiree cost of living adjustment (COLA) shall be one and one half percent (1.5%) annually.

5. The maximum pension benefit shall be 85% of pensionable income.

6. An employee shall be vested after completion of five (5) years of creditable service.

7. Ten percent (10%) employee pension contribution.

F. Pension benefits for employees hired on or after September 30, 2013, but prior to the date of ratification of this collective bargaining agreement:

1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.

2. The normal retirement date shall be as provided in the current pension plan, except that a member must attain the age of 48 to be eligible for "Rule of 70" retirement or reach the 85% benefit cap regardless of age.

3. The final average monthly earnings (FAME) shall be based on the Member's five (5) highest paid years of creditable service, prior to retirement or separation from employment.

4. The retiree cost of living adjustment (COLA) shall be one and one half percent (1.5%) annually.

5. The maximum pension benefit shall be 85% of pensionable income.

6. An employee shall be vested after completion of five (5) years of creditable service.

7. Ten and one half percent (10.5%) employee pension contribution.

G. Pension benefits for employees hired after the date of ratification of this collective bargaining agreement:

1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.

2. The normal retirement age shall be 52; however, under "Rule of 70" retirement, a member must attain a minimum age of 48 or reach the 85% benefit cap regardless of age.

3. The final average monthly earnings (FAME) shall be based on the Member's five (5) highest paid years of creditable service, prior to retirement or separation from employment.

4. The retiree cost of living adjustment (COLA) shall be one and one half percent (1.5%) annually.

5. The maximum pension benefit shall be 85% of pensionable income.

6. An employee shall be vested after completion of five (5) years of creditable service. Employees hired after the date of ratification of this agreement shall become vested after completion of ten (10) years of creditable service.

7. Ten and one half percent (10.5%) employee pension contribution.

8. Employees hired after the date of ratification of this agreement shall not be credited with any prior creditable time in the Miami Beach General Employee Pension Plan.

The pension breakdowns above are for illustrative purposes and do not encompass all pension benefits afforded to respective members. The full itemization of pension benefits is available in the plan summary for the Fire and Police Pension Plan, as well as the Fire and Police Pension Ordinance.

**Section 8.24 – Premium Pay Supplement Contingent Upon the Department Obtaining and Maintaining Certain Accreditations.**

In recognition for obtaining and maintaining the accreditation~~s~~ described below, the following premium pay supplement~~s~~ will be paid under the following terms:

a) All bargaining unit members shall be paid a premium pay supplement of $~~40~~20.00 per pay period for as long as the Police Department maintains Accreditation by the Commission on Accreditation for Law Enforcement Agencies (CALEA). ~~Effective September 30, 2015, this supplement pay shall be reduced to $20.00 per pay period.~~

~~b) Accreditation by the State Commission for Florida Law Enforcement. A separate conditional accreditation premium pay supplement in the amount of $10.00 per pay period shall be paid to all bargaining unit employees in the Police Department for accreditation from the State Commission for Florida Law Enforcement, Inc. Effective October 1, 2014, this supplement pay shall be eliminated.~~

If ~~either of~~ the accreditation~~s~~ provided for ~~in subsections (1) or (2)~~ above ~~are~~ is discontinued for reasons unrelated to the action or inaction of bargaining unit members, then the supplement shall continue.

**Section 8.25. Buyback of Probationary Time.** Employees hired prior to ratification of this agreement may elect, by written notice served on the Board of Trustees, to receive creditable pension service time for any or all of their time served as probationary police officers. In order to

receive such creditable pension service time, employees should be allowed to purchase any or all of such time through the use of accrued annual leave, sick leave, cash or any combination thereof. In the event such purchase is not made within six months of successful completion of probationary period, the amount paid shall include interest at the rate of three percent (3%) per annum excluding first six (6) months. Effective upon ratification, all newly hired employees shall participate in the pension plan upon date of hire.

**Section 8.26 – "Me Too" with the IAFF**

The FOP reserves the right to a "me too" agreement with the IAFF should the City modify the IAFF agreement on parallel issues, with the exception of Court time and Alternate Holiday Pay.

**Section 8.27 – CJSTC Police Instructor Incentive Pay**

~~Effective with the first full payroll period beginning after September 30, 2010, T~~the City will pay, under the terms stated in this section, an incentive pay of two and one-half percent (2.5%) of the officer's base pay (as stated below) for up to a maximum of ~~fifty~~ seventy-five (75~~50~~) police officers who obtain and maintain certification from the Criminal Justice Standards and Training Council (CJSTC) as Police Instructors:

a) Effective upon ratification of this Agreement, n~~N~~o more than ~~fifty~~ seventy-five (75~~50~~) FOP employees will be eligible to receive the two and one-half percent (2.5%) Police Instructor Certification pay.

b) Additional FOP employees (up to the seventy-five~~fifty~~ (75~~50~~) employees maximum) must be qualified for the incentive pay by meeting all of the following requirements: (1) a minimum of six (6) years of full-time experience as a certified law enforcement officer employed by a State, County or Municipal Police Department; and (2) passing the required CJSTC Police Instructor Training Course; and (3) have no record of disciplinary action during the twelve (12) month preceding the date of application for the benefit. FOP employees will qualify (not to exceed the ~~fifty~~ seventy-five (75~~50~~) employee cap) on a first come basis, based on the date of each employee's submission of the completed written request to the Police Chief or designee.

c) Newly qualified FOP employees (up to the ~~fifty~~ seventy-five (75~~50~~) maximum limit), shall start receiving their two and one-half percent (2.5%) pay on the next payroll period beginning after the FOP employee has submitted to the Police Chief (or designee) a written request that includes a copy of the CJSTC Instructor Certification, and proof that he/she has met all other requirements as set forth in this section.

d) Employees shall remain solely responsible for obtaining and maintaining a State Certified CJSTC Certificate. All costs involved in obtaining and/or maintaining the certification

shall remain the responsibility of the employee. Failure to have a current certification shall constitute an automatic disqualification from the two and one-half percent (2.5%) incentive pay.

e) The Chief of Police may remove an employee from the CJSTC certified police instructor roster after two (2) incidents wherein the employee refuses or fails to train when requested or exhibits poor performance as a trainer. Such removal from the roster shall constitute an automatic termination of the two and one-half percent (2.5%) instructor incentive pay. After the first incident wherein the employee refuses or fails to train when requested or exhibits poor performance as a trainer, the Chief of Police shall provide notice to the employee, with a copy to the Union, advising that the second incident will result in his or her removal from the CJSTC certified police instructor roster and the cessation of the concomitant incentive pay. After the second incident, the employee shall be removed from the CJSTC certified police instructor roster and the concomitant incentive pay shall be terminated, effective on the date of the second incident.

f) The value of the two and one-half percent (2.5%) incentive pay shall be determined based upon only the base wage of the officer, i.e. no additional incentives or other extra payments or benefits are included in the two and one-half percent (2.5%) pay. The total incentive pay for the Police Instructor Certification benefit will remain at two and one-half percent (2.5%) regardless of any additional certifications that the FOP employee may receive through the CJSTC.

**Section 8.28 – Second Language Pay**

~~Effective October 1, 2017~~, ~~E~~employees who are conversationally proficient in a second of the following languages: Spanish, Creole, Portuguese, Hebrew, French, Russian, German, Cantonese, Mandarin, Italian, Czech, Korean, or American Sign Language; shall be eligible to receive second language pay equal to two and one-half percent (2.5%) of their biweekly base pay. Proficiency will be determined by an employee obtaining a minimum rating of level 9 on the "Speaking and Listening Assessment" test administered by ALTA Language Services, Inc. via telephone and proctored by the Police Administration. The test may be scheduled with at least seven (7) work days' notice to the Police Administration. The employee will bear the cost of paying for the test. The employee will be subject to requalification for the pay supplement every five (5) years. Second language pay shall not be considered as pensionable earnings. If ALTA Language Services, Inc., no longer administers the aforementioned types of tests, there will be a re-opener in order for the City, with Union input, to select a new testing services provider.

**Section 8.29 – Arson Investigator (Certified)**

~~Effective October 1, 2016~~, ~~as designated by the Chief of Police~~, E~~e~~mployees who perform arson investigation work, as designated by the Chief of Police, and are certified by the State of Florida as arson investigators, shall receive an additional five percent (5%) of their biweekly base pay, whenever assigned to perform arson investigation work.

**Section 8.30 – Arson Investigator (Trainee)**

~~Effective October 1, 2016~~, ~~as designated by the Chief of Police~~, E~~e~~mployees who perform arson investigation work, as designated by the Chief of Police, and are in the process of obtaining their certification from the State of Florida as arson investigators, shall receive an additional two and one half percent (2.5%) of their base pay whenever assigned to perform arson investigation work.

**Section 8.31 – Drug Recognition Expert (DRE)**

~~Effective October 1, 2016~~, ~~as designated by the Chief of Police~~, E~~e~~mployees certified as drug recognition experts (DRE), as designated by the Chief of Police, shall receive an additional five percent (5%) of their base pay upon receipt of their drug recognition expert certification.

**Section 8.32 – CJIS Pay**

Effective the first full pay period upon ratification, employees who maintain their Criminal Justice Information Systems (CJIS) certification shall have an additional two percent (2%) of their base pay. Effective April 1, 2020, employees who maintain their Criminal Justice Information Systems (CJIS) certification shall have an additional two percent (2%) of their base pay for a total of four percent (4%).

**Section 8.33 – Crisis Intervention Team (CIT)**

Effective the first full pay period upon ratification, employees who have already attended and passed the 40-hour crisis intervention team (CIT) training shall receive an additional two and a half percent (2.5%) of their base pay (non-pensionable). Employees who attend this training after ratification of this Agreement must be vested in order to qualify for this pay. Employees who qualify for this pay will have to attend refresher training as directed by the Chief of Police to maintain their qualification for CIT pay.

**Section 8.34 – Marine Pay**

~~On a biweekly basis,~~ E~~e~~ffective the first full pay period upon ratification, any employee who is ~~designated~~assigned to the marine patrol unit on a full-time basis ~~on the marine unit~~ shall receive assignment pay equal to five percent (5%) of their biweekly base pay.

**ARTICLE 9**
**FOP HEALTH TRUST**

**Section 9.1 –**

The City will continue to fund the current contribution amount for health care. ~~As of January 1, 2015, the City's current monthly contributions are:~~ As of January 1, 2019, the City's contributions shall be:

Single: $662.19

Family: $1623.23

~~Single: $573.55~~

~~Family $1,405.96~~

Future annual increases to the City monthly contributions will be made based upon the Annual Segal Health Plan Cost Trend Survey for Open Access PPOs/POS Plans. The increases shall be effective January 1 of each year beginning January 1, 2020. In no event shall the City monthly contributions be less than the prior year, even if the trend rate is negative.

Audited financial disclosure reports are to be presented from the Trust to the City Manager's designee for Labor Relations no later than March 1st of each year.

The City will make payments to the TRUST by the 15th of the month for the previous month.

~~In future years, the City's contribution shall increase based on the Miami Beach Fraternal Order of Police Insurance Trust Fund's annual cost projections based on claims experience and administrative costs as determined by its qualified consultant and documents supporting the annual percent increase; however, the City's increase to the current contribution amount to the health trust shall not exceed the average of the straight line percentage** increase in premiums for the City's various medical plan options.~~

~~However, at the end of each calendar year, no later than February 1, the FOP will provide the actual cost increase for the FOP Trust for the prior year. Actual costs shall include all liabilities of~~

the Trust inclusive of administrative costs. If the payments made by the City to the FOP Trust exceeded the actual FOP trust increase for the prior year, then the excess amount paid by the City for the prior year will be subtracted from any projected cost increase for the current year. If the payments made by the City to the FOP Trust do not exceed the actual increase to the FOP Trust for the prior year, then there will be no reduction made to any projected cost increase for the current year. If the payments made by the City to the FOP Trust are equal to the actual FOP Trust for the prior year, then there will be no reduction made to any projected cost increase for the current year. Cost reductions of the Trust attributable to design changes shall not be included for purposes of calculating any credit to the City. The City shall be notified in writing of all design changes and projected cost savings associated with those changes within 30 days of the effective date of the proposed changes. Any amount over the ten month reserve shall be credited to the City. In addition, there shall be no change to the formula used to calculate the ten month reserve amount. The "ten month reserve" shall mean the sum of ten (10) times the average of the most recent twelve (12) months, plus cost and liabilities.

Conversely, if the City's renewal rate is flat, or a negative percent, then the City's contribution to the health trust for that particular year will be based on the average percent increase of the actual cost increase for the Trust for the prior three (3) years, which shall not exceed the average of the City's straight line averages for those three (3) years.

| **Example #1** | **Example #2** | **Example #3** |
|---|---|---|
| (City pays more than the actual cost) | (City pays less than the actual cost, but equal to the projected cost and the straight line cap) | (City pays the same as the actual cost) |
| FOP Projected Cost – 10% | FOP Projected Cost – 7% | FOP Projected Cost – 7% |
| City Straight line Average – 7% | City Straight line Average – 7% | City Straight line Average – 7% |
| City pays 7% | City pays 7% | City pays 7% |
| Actual FOP Cost – 5% | Actual FOP Cost – 10% | Actual FOP Cost – 7% |
| Credit to City – 2% | No change | No change |

(The City's straight line average is the cap in all cases.)

The City's contribution amounts will help fund the level of benefits provided under the current plan as of the date this contract is signed*. If plan design changes cause an increase in the Trust fund premium, the City is not required to increase its contribution as a result of the plan design change.

~~Financial disclosure reports are to be presented from the Trust to the City Manager's designee for Labor Relations no later than July 1st of each year. Such report must include the increase percent identified by the Trust's plan consultant for the following City fiscal year. The City understands that it will provide the final renewal rates prior to October 1st of each year. The Trust shall provide the report detailing the actual cost for the prior year no later than February 1st to the City Manager's designee for Labor Relations.~~

~~The City's designee for Labor Relations will be notified of the annual meeting at which benefit changes are under consideration and the City shall be allowed to send a representative to that meeting. Also, any consulting reports analyzing benefit changes will be provided to the City for purposes of that meeting.~~

~~The City will make payments to the TRUST by the 15th of the month for the previous month. In order to assist the TRUST with the transition of payment dates, the City will provide a $700,000 advance amount. In the future, should the City cease payments to the TRUST, the TRUST shall reimburse the $700,000 advance to the City.~~

~~*Upon ratification of this agreement, the parties shall supply each other with the current plan designs in effect for calendar year 2016.~~

~~**The straight line average is defined as the total of the percentage increase in premium for each of the City's medical plan options divided by the number of the City's medical plan options.~~

In addition:

a) For all current retirees and active employees on the payroll as of the date of ratification of this Agreement, all employees presently in the DROP, and all eligible dependents under the current eligibility rules, the City contribution for those current retirees and current employees who become future retirees for health coverage shall be equal to the City's Health Trust contribution formula for active employees. Furthermore, the contributions for those current retirees and current employees who become future retirees and their eligible dependents shall be no less than the current value of the contributions for active employees and their eligible dependents. This Agreement shall be reduced to writing and made individual contracts and shall be vested benefit throughout retirement.

b) Employees hired after July 14, 2010, who elect to be covered by the Miami Beach Fraternal Order of Police Insurance Trust Fund Plan, to the extent they choose to have medical benefits provided to them and their dependents during retirement, shall receive a health insurance stipend in lieu of a City contribution to the Trust on behalf

of those employees after their retirement. As of September 30, 2018~~5~~,the stipend shall be a monthly payment equal to $~~27.49~~29.77 per each year of creditable service, subject to an annual increase based on the Miami-Ft. Lauderdale All Urban Consumer Price Index (U-CPI) as of September 30th of each fiscal year thereafter. Additionally, upon separation of employment with the City, the individual's stipend shall continue to be adjusted annually every September 30th thereafter.

**Section 9.2 –**

a) All eligible employees and their dependents described in Section 7 shall be eligible to enroll in the FOP Health Trust Plan and shall not be eligible to participate in the City Plan during their employ or retirement for so long as the FOP Trust exists.

b) A non-bargaining unit sworn police officer who elects to enroll in the FOP Health Plan may apply to the Trust and will be enrolled upon leave of the Trustees, and thereafter will be deemed to be a covered employee provided he or she meets the following criteria:

1. Must be on the City Police Department Payroll at the time of enrollment;

2. Must be an FOP member for two years (or length of time in Department if less than two years) prior to enrollment, and must maintain membership throughout the period of coverage;

3. Must meet insurability criteria satisfactory to Trustees; and

4. Must make the election within thirty (30) days after appointment out of the bargaining unit.

**Section 9.3 –**

a) All covered employees and covered retirees shall be allowed to continue under the City's Dental Plan as it may exist.

b) The City shall also contribute to the Trust the amount of premium it is paying for term life insurance for covered employees and covered retirees.

~~**Section 9.4 –**~~

~~The City's Insurance Plan shall be responsible for the runoff of all claims incurred prior to the time the FOP Health Trust Plan went into effect.~~

**Section 9.~~45~~ Health Trust Plan –**

The City shall be provided with a copy of the FOP Health Trust Plan booklet and the Trust Agreement, and any other information required by law. ~~and shall be apprised of any changes in the Trust Agreement and/or Plan benefits. Additionally, a copy of the Trust's annual C.P.A. audit report shall be sent to the City Manager's designee for Labor Relations and the Trust or their designee shall in a reasonable time period answer reasonable inquiries concerning the finances of the Trust.~~

**Section 9.~~56~~ Indemnification –**

The FOP shall indemnify and hold the City harmless against any claim, demand, suit, or liability, and for all legal costs arising in relation to the implementation or administration of the FOP Health Insurance Trust and Plan, except if the City's acts or omission give rise to its own liability.

**Section 9.~~67~~ Employment Eligibility –**

Employees in the bargaining unit eligible for inclusion in the Health Trust Plan must be employed at least ninety (90) days and be on the City Police Department payroll.

**Section 9.~~78~~ Post Employment Coverage –**

Employees covered by this Agreement who retire, resign, or are terminated by the City must be vested in the Police pension plan at the time of such retirement, resignation or termination in order to receive a contribution by the City towards his/her health insurance premium after such retirement, resignation or retirement.

**Section 9.~~89~~ Voluntary Benefits Plan –**

Employees in the bargaining unit shall be eligible to participate in the City's voluntary benefits plan, which may be modified by the City from time to time. The voluntary benefits plan shall be administered by the City.

**Section 9.~~910~~ – Post Employment Health Program (PEHP)**

Effective the first pay period ending in October 2013, all employees covered by this agreement shall contribute twenty-five dollars ($25.00) biweekly to the Post Employment Health Program (PEHP). Upon separation of employment from the City, or when participating in DROP, employees covered by this agreement shall contribute ten percent (10%) of their accrued leave payouts toward the PEHP. Any and all fees/costs associated with administering the PEHP shall

be incurred by the FOP. In no event will the City incur any costs associated with this program. Effective upon ratification of this Agreement, the Union shall determine the required employee contribution to the PEHP. The Union will notify the City, in writing, when it desires to change the required employee contribution amounts, including the effective date of the change. The Union will provide the City with at least thirty (30) days' notice prior to making such changes.

~~**Section 9.11 –**~~

~~Effective upon ratification of this agreement, and for so long a period as the federal tax code imposes a heavier tax burden upon City employees with domestic partners who elect to receive family medical and dental coverage over that of their married counterparts, the City will reimburse those employees with domestic partners who pay this heavier tax burden by adding to their biweekly pay the additional amount withheld from the employees' pay and the amount of the additional tax assessed by the federal government upon this reimbursement. Reimbursement under this subsection shall not be considered to be pensionable income. In order to qualify, eligible employees must have registered domestic partnerships in accordance with the applicable provisions of the Miami Dade County Code of Ordinances and the City of Miami Beach Code of Ordinances.~~

**ARTICLE 10**
**EDUCATIONAL LEAVE AND TUITION REFUND**

Subject to applicable Personnel Rules, leave ordinances and tuition practice administrative procedures, an employee may request an educational leave of absence without pay to take a course or courses in a field related to the work assignment of said employee.

Upon ratification of this Agreement, employees covered by the bargaining unit are eligible for the tuition assistance program set forth in Resolution No. 2015-28891, adopted January 14, 2015, which provides the following levels of benefit:

Six Credit hours per semester for a total of twelve credits per calendar year will be reimbursed, as follows:

- Approved undergraduate, community college courses and non-credit/certificate courses will be reimbursed as follows:
    - 80% for courses in which the employee earns an A
    - 60% for courses in which the employee earns a B
    - 40% for courses in which the employee earns a C
- Approved graduate courses will be reimbursed as follows:
    - 80% for courses in which the employee earns an A
    - 60% for courses in which the employee earns a B

The levels of benefit identified above may be subject to change by the City Commission, but in no event shall be less than the levels of benefit identified below:

One course per semester/trimester/quarter equivalent to three credits for a total of twelve credits per calendar year will be reimbursed, as follows:

- Approved undergraduate community college courses and non-credit/certificate courses will be reimbursed at an amount not exceeding $158.25
- Approved undergraduate university courses will be reimbursed at an amount not exceeding $251.16
- Approved graduate courses will be reimbursed at an amount not exceeding $531.15

**ARTICLE 11**
**GENERAL PROVISIONS**

**Section 11.1 – Safety and Health**

The City and the FOP shall cooperate in matters of safety and health affecting the employees covered by this Agreement.

~~Effective April 1, 2016~~, A~~a~~ voluntary law enforcement physical fitness assessment shall be established, the components of which will be mutually agreed upon between the Police Chief and the FOP President. Any employee covered by this Agreement who completes and passes the challenge shall receive a supplement of $~~50~~ 75 per pay period effective upon ratification of this Agreement. The challenge will be administered by the Police Department. It will be administered on an annual basis. An employee will have thirty (30) days from the anniversary of his completion of the assessment to schedule the next assessment (for that year). Employees must complete and pass the assessment each year in order to be eligible for continued receipt of the supplement. Physical fitness assessment pay shall not be considered as pensionable earnings. ~~On a one-time basis for the first assessment, employees who pass the assessment shall be paid the supplement retroactive to April 1, 2016.~~

**Section 11.2 – FOP Activity and Non-Discrimination**

Neither the City nor the FOP shall discriminate against any employee due to that employee's membership, non-membership participation, lack of participation, or activities on behalf of, or his refraining from activity on behalf of the FOP.

No employee covered by this Agreement shall be discriminated against because of race, creed, national origin, religion, sex, sexual orientation, ethnic background or age in accordance with applicable State and Federal laws. The FOP agrees to cooperate with the City in complying with Federal, State and local laws requiring affirmative action to assure equal employment opportunity. The parties will comply with the Americans with Disabilities Act.

**Section 11.3 – Reduction In Work Force**

When there is a reduction in the work force, employees will be laid off in accordance with their length of time in grade service and their ability to perform the work available and applicable veteran's preference laws. When two or more employees have equal ability, the employee with the least amount of service will be the first one to be laid off. When the working force is increased after a layoff, employees will be recalled in the order of seniority, with employees with greater seniority recalled first. Notice of recall shall be sent to the employee at the last known address

by registered mail or certified mail. If an employee fails to report to work within thirty (30) days from date of receiving notice of recall, he shall be considered to have quit. No new employee will be hired into the bargaining unit as long as any bargaining unit employee remains on lay-off status.

During the course of this Agreement, no employee will be laid off and no employee will be demoted (except for disciplinary demotions).

**Section 11.4 – Uniforms and Clothing Allowance**

The City will continue its present policy concerning uniforms. The uniformed personnel's monthly maintenance allowance shall be sixty dollars ($60.00) per month for a total of $720.00 per year to be paid out in twenty-six (26) biweekly payments.

For those sworn employees assigned to work in civilian clothes, they shall receive a monthly allowance of eighty-five dollars ($85.00) per month for a total of $1,020.00 per year to be paid out in twenty-six (26) biweekly payments.

When transferred into the Criminal Investigation Unit or other unit requiring civilian clothes, the City will advance the employee, at his/her request, the sum of four hundred twenty five dollars ($425.00) for the purchase of clothing. The employee affected shall agree to relinquish the eighty-five dollar ($85.00) per month clothing allowance for the following five months, and shall also agree to reimburse the City for any pro-rata amount in the event of transfer, termination, resignation, or retirement prior to completion of five (5) months in the civilian clothes assignment. If the reimbursement is caused by a transfer, the reimbursable amount shall be collected at the rate of eighty-five dollars ($85.00) per month.

**Section 11.5 – Disclosure of Records**

Employees will not have information contained within any of their files, including an Internal Affairs file, disclosed to persons other than managerial and supervisory employees unless the person requesting such information (including home telephone number, address, etc.) shall complete and sign a "Request for Information" form and present proper identification, provided, however, that information which is made confidential by State or Federal Statute shall not be disclosed except in accordance with the requirements of law. The request form shall have provision for the name, address, and telephone number of the person requesting the information and the reason for the request. A copy of any such request form completed shall be left in the employee's personnel file and the employee shall be notified in writing via the City's electronic mail system.

**Section 11.6 – Transfers**

It shall be the sole right of the Police Chief or his designee to transfer employees of the Department. When a transfer is a change in an employee's unit assignment, reasonable advance notice as is practicable under the circumstances shall be given. If a transfer is a permanent change in an employee's shift or days off schedule, the employee shall be notified no less than five (5) workdays prior to the transfer in order that the employee may arrange for an orderly change.

The five (5) day notice may be waived by the employee and it need not be given when unforeseen needs of the Department or emergency conditions require that temporary changes be made with little or no advance notice.

**Section 11.7 – Meeting Between Parties**

At the reasonable request of either party, the FOP President, or his representative, and the City Manager, or his designee for Labor Relations, shall meet at a mutually agreed upon time and place to discuss matters that require immediate discussion.

**Section 11.8 – Negotiating Sessions**

Time and dates for negotiating sessions shall be mutually agreed upon. Up to six (6) on-duty FOP representatives shall be permitted to attend negotiating sessions without loss of pay or benefits if they were otherwise scheduled to work.

**Section 11.9 – Job Descriptions**

It is understood by the parties that the duties enumerated in the job description promulgated by the City are not always specifically described and are to be construed liberally. The City agrees to notify the FOP President via electronic mail of any change in the job description of any classification in this bargaining unit.

**Section 11.10 – Defense of Members**

In the event any action for civil damages is brought against a member of the bargaining unit hereunder individually, and the City is not made a party to any such action, and if the employee hereunder is found liable and a judgment for damages is rendered against him, the City will itself or through insurance pay such damages and counsel fees for the employee providing the employee's liability results from action of the employee arising out of and in the course of his

employment hereunder, and further providing that such judgment against the employee does not result from the wanton and willful action of the employee.

**Section 11.11 – Personnel Rules and Departmental Manual**

Copies of the Personnel Rules and Regulations will be kept by Majors and Captains whose copies will be available to members of the bargaining unit upon request.

The manual of the Police Department is provided and available to all employees in the department electronically through PowerDMS and proposed changes in said manual will be supplied to the President of the FOP or his designated representative before implementation and an opportunity to discuss the changes will be afforded. Any changes to SOP's shall contain a detailed legislative style description of the proposed changes.

**Section 11.12 – Incorporation of Personnel Rules**

The parties agree that the City's Personnel Rules are incorporated by reference in this Agreement and made a part hereof, except where a specific Rule is in conflict with the express language of this Agreement, the language of the Agreement shall prevail.

**Section 11.13 – Medical Leave of Absence**

After this Agreement is ratified, any employee requesting time off without pay as a Medical Leave will be granted the time requested up to one (1) month, or longer at the Police Chief's discretion. Employees may use any accumulated leave time or comp time during this leave.

**ARTICLE 12**
**SEPARABILITY**

If any provision of this Agreement is held to be in conflict with any law as finally determined by a court of competent jurisdiction, that portion of the Agreement in conflict with said law shall be inoperative and subject to immediate renegotiation for a replacement provision, but the remainder of the Agreement shall continue in full force and in effect.

**ARTICLE 13**
**TIME BANK**

A Time Bank shall be authorized by the City of Miami Beach, whereby members of the bargaining unit may voluntarily donate accrued annual leave and sick leave to an FOP Time Bank to be used as follows: (a) the President, or his designee(s), may draw from such Time Bank, thereby detaching said person(s) from the normal course of their City assigned duties in order that they may be permitted to perform duties in keeping with the obligations of the FOP to its membership, and/or (b) by FOP members pursuant to Ordinance No. 1335, and pursuant to rules and regulations to be established by the FOP that is not otherwise inconsistent with this article or Ordinance No. 1335. The FOP President, along with the Police Chief (or designee) will establish a committee of three (3) members whose purpose is to create the rules and regulations mentioned in subpart b herein. The composition of the Time Bank Committee shall be determined as follows: the FOP President shall appoint one (1) individual to serve on the Time Bank Committee; the Police Chief (or designee) shall appoint one (1) individual that shall serve on the Time Bank Committee and both the FOP President and the Police Chief shall jointly appoint one (1) active FOP bargaining unit member to serve on the Time Bank Committee. The Time Bank shall not be utilized for the purpose of attending collective bargaining sessions between the FOP and the City of Miami Beach.

Time will be deposited into the Time Bank only after the contributor voluntarily signs an authorization card detailing the type and amount of time to be donated. After review by the FOP President or his representative, these cards are to be forwarded on a quarterly basis to the Police Chief for his review, and if appropriate, approval. If approved, the Police Chief will then forward this material to the Support Services Division, who shall take appropriate action to implement the provisions of this section.

Time deposits shall be in hourly increments, with three (3) hours being the minimum amount accepted.

The President, in his own behalf or on behalf of his designee(s), shall fill out the appropriate form to be supplied by the city for each employee authorized to draw from the Time Bank. Said form shall be submitted by the President at least five (5) days in advance of anticipated use. This form shall also include the statement that:

"Upon deduction of time by the City, the undersigned officer agrees to hold the City harmless for any error or omissions in making said deduction or allocating the deducted time to the time pool."

This request shall be reviewed by the Police Chief, or his designee, and approved subject to the manning requirements of the department. Such approval shall not be arbitrarily withheld. Such approval, once having been authorized, may be rescinded subject to the manning requirements of the department.

Time donated to the Time Bank shall be converted to the salary dollar equivalent of the donor(s), and time used shall be in salary dollar equivalents of the employee(s) using the pool time. Time donations shall not increase in value. For purposes of computation, only base pay and longevity will be used. Time donated but not used will not be retrievable and will remain in the Time Bank for so long as this provision is effective. In the event the Time Bank is discontinued, the FOP shall be entitled to use the hours remaining pursuant to the provisions of this section.

Any injury received or any accident incurred by an employee whose time is being compensated by the FOP Time Bank, shall not be considered a line-of-duty injury, nor shall such injury or accident be considered to have been incurred in the course and scope of the employee(s) employment by the City of Miami Beach within the meaning of Chapter 440, Florida Statutes, as amended.

**ARTICLE 14**
**DRUG TESTING**

a) All employees are subject to random, unannounced testing for use of substances as set forth below. The use of legal controlled substances is permitted only when prescribed to the employee by a licensed health care provider and is properly used by the employee.

b) Upon reasonable suspicion by a lieutenant or higher ranking officer, that an employee has used a drug as defined in Florida Statutes Section 440.102(1)(c), as that section may be amended or renumbered, and as listed herein; or has used alcohol in violation of any rule, order, policy, procedure, or law; or has intentionally misused a legal controlled substance to the extent that his or her job performance is affected, shall be directed and required to submit to drug and alcohol testing.

c) Testing is subject to the following conditions:

1. An accredited, State licensed clinical testing laboratory will be selected by the City. A split specimen will be taken. If the results are positive, and the employee challenges the results, the second portion of the split specimen will be tested at another accredited, State licensed clinical laboratory of the employee's choice and at the employee's expense. One portion will be tested by each laboratory. All positive tests for illegal or controlled substances shall be confirmed by Gas Chromatography Mass Spectrometry (GC/MS) or equivalent testing method.

2. Testing for alcohol shall be by breath-testing unless the employee is or claims to be unable to provide an adequate sample. In such a case, a blood test will be performed. Any refusal by an employee to consent to the blood test will result in a positive result.

3. A breath alcohol level of 0.04 or higher and it's equivalent blood test outcome shall constitute a positive result. Below are the substance categories tested for.

4. In all cases, the employee shall fully cooperate with testing, including executing any release or authorization necessary for the City to obtain the tests results.

5. The employee must provide a usable specimen/sample.

| Drug | Initial Test Level | GC/MS Confirmation Test Level |
|---|---|---|
| Amphetamine | 1000 ng/ml | 500 ng/ml |
| Barbiturates | 300 ng/ml | 150 ng/ml |
| Benzodiazepines | 300 ng/ml | 150 ng/ml |
| Cocaine metabolites | 300 ng/ml | 150 ng/ml |
| Marijuana metabolites | 50 ng/ml | 15 ng/ml |
| Methadone | 300 ng/ml | 150 ng/ml |
| Methaqualone | 300 ng/ml | 150 ng/ml |
| Methylenedioxyamphetamine (MDA) Analogues | 500 ng/ml | 250 ng/ml |
| Opiates | 2000 ng/ml | 2000 ng/ml |
| Phencyclidine | 25 ng/ml | 25 ng/ml |
| Propoxyphene | 300 ng/ml | 150 ng/ml |

d) Any positive test or any refusal to submit to testing or to cooperate with testing, including executing releases or authorizations and providing multiple specimens if needed, may be grounds for termination of employment.

e) This Article supersedes any agreement, memorandum of understanding, rule, procedure, or order to the extent of any conflict therewith.

**f) Last Chance Agreement**

~~Effective upon ratification of this Agreement, l~~In the event an employee tests positive for either drugs or alcohol as the result of a random or reasonable suspicion drug/alcohol test, the following shall apply:

At the sole discretion of the City Manager, in consultation with the Police Chief, the employee may be offered a last chance agreement; said agreement does not preclude concurrent disciplinary action. If a last chance agreement is extended to the employee, after he/she is cleared to return to work by a Substance Abuse Professional (SAP) to be selected by the City, the employee shall be subject to unannounced testing administered by the City's Human Resources Department, for a period of no longer than two (2) years. An employee may only be eligible for one last chance agreement during his/her employment with the City. Employees who test positive a second time for drugs or alcohol as the result of an unannounced, random or reasonable suspicion drug/alcohol test, shall be terminated from employment with the City. A Substance Abuse Professional is a licensed physician, psychologist, social worker, employee assistance professional or certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

If an employee who is offered a last chance agreement has his/her certification revoked through the Florida Department of Law Enforcement, he/she shall immediately be terminated from employment with the Miami Beach Police Department and shall have no right to grieve,

oppose the termination, and no right to any other position with the City.

**ARTICLE 15**
**DISEASE PRESUMPTION**

A. **Heart Disease Presumption**

Any condition or impairment of health of any detention or sworn officer caused by heart disease resulting in total or partial disability or death shall be presumed to have been accidental and to have been suffered in the line of duty unless the contrary be shown by satisfactory evidence; provided, however, that such detention or sworn officer shall have successfully passed a physical examination upon entering into such service as a detention or sworn officer, which examination failed to reveal any evidence of heart disease. If at any time this Section is placed before an arbitrator for interpretation or application, what is "satisfactory evidence" shall be determined by the arbitrator. If rights of detention or sworn officers are placed before the Bureau of Workers Compensation, then what is "satisfactory evidence" will be determined by the Bureau in accordance with Workers Compensation law. Nothing herein shall be construed to be a waiver or limitation of any benefit provided under Florida Statute 112.18.

B. **Infectious Disease Presumption**

~~Effective October 1, 2013~~, ~~A~~any documented post-exposure condition or impairment of health caused by Human Immunodeficiency Virus/ Acquired Immune Deficiency Syndrome (HIV/AIDS), Hepatitis C, Pulmonary Tuberculosis or Meningococcal Meningitis shall be presumed to have been accidental and to have been suffered in the line of duty, subject to the following conditions, unless the contrary be shown by competent evidence.

To qualify for the presumption, the following criteria must be met:

There must be an on-the-job documented exposure that meets scientific standards or criteria, and the significant on-the-job exposure must be stated, in writing, by a licensed medical doctor. For example, contact with blood is not an exposure unless the employee's skin, where the contact occurred, is not intact. Additionally, the person whose blood came into contact with the employee's broken skin must have one of the blood borne infectious diseases considered herein.

Current Employees:

1. Current employees must undergo a post-employment medical examination, administered by a qualified medical doctor to be selected by the City. The results must reveal no evidence of HIV, AIDS, Hepatitis C, Pulmonary Tuberculosis or Meningococcal Meningitis. Employees who refuse to comply with this post-employment examination requirement shall not be eligible for the presumption.

2. Current employees shall be required to sign a City-approved medical release form authorizing the physician to provide the examination results directly to the City.

New Employees

3. New employees, hired after ratification of this agreement, must complete a pre-employment medical examination, administered by a qualified medical doctor to be selected by the City, and the results must reveal no evidence of HIV, AIDS, Hepatitis C, Pulmonary Tuberculosis or Meningococcal Meningitis.

4. New employees, whose test results reveal evidence of any of the aforementioned infectious diseases, shall not be eligible for the presumption for the disease for which they tested positive.

All current and new employees shall be tested at a health facility selected by the City. The FOP Health Trust shall incur the cost associated with testing all current employees who are members of the Health Trust; those employees who are not members of the Health Trust shall incur the cost of their testing. The City shall incur the cost of testing all employees hired after the ratification of this agreement.

All medical examination results, for both current and new employees, shall be released to the City's Risk Manager.

**ARTICLE 16**
**PROMOTIONS**

**Section 16.1 –**

Advancement to the ranks of Sergeant and Lieutenant shall be by examinations that measure the knowledge, skills, and ability of personnel and by seniority. A promotional examination will be given every two (2) years, unless the FOP President and the City Manager or his designee for Labor Relations mutually agrees to some other schedule. Effective with the first test given after ratification, the following revisions to Article 16 shall apply.

The City agrees to a reopener with the FOP on the testing process for promotions to Sergeant and Lieutenant.

**Section 16.2 –**

Eligible applicants for the promotional examination for Sergeant and Lieutenant shall be given a two-part examination, consisting of a validated, written test, which shall comprise fifty percent (50%) of the final examination score, and an Assessment Center. The Assessment levels shall have a weight of fifty percent (50%) of the total score. The written portion shall be given first and applicants for Sergeant or Lieutenant positions must successfully pass the written test with a raw score of seventy percent (70%) to be eligible, at a later date, to take the Assessment Center portion of the examination. Passing scores for the Assessment Center shall be set only by the test developer. If there are not a significant number of minorities promoted after the next round of promotional testing after the effective date of this Agreement, the parties will meet to review the respective weights and re-negotiate the Article, if necessary.

**Section 16.3 –**

All police officers who on the written test date have four (4) years of seniority from date of appointment to Police Officer or Police Officer Trainee, and performance evaluations of satisfactory or above for the preceding twenty-four (24) month period shall be eligible to take the Sergeant's test. All Sergeants who on the written test date have two (2) years seniority from the date of appointment as Sergeant and performance evaluations of satisfactory or above for the preceding twenty-four (24) month period shall be eligible to take the Lieutenant's test. Applicants must, in both cases, apply on or before the application cutoff date and time in accordance with Personnel Rules.

The City Manager or his designee for Human Resources may refuse to permit an applicant to take the examination on the grounds of conduct disgraceful to the Department and his/her officer

status; or refused advancement from probationary status. In the latter case, if at least three (3) years have elapsed since such failure of probationary advancement, such candidate will be considered qualified. Should any applicant, so disqualified for any of these alleged reasons, contest such disqualification, he shall have access to the grievance procedure under this contract.

**Section 16.4 –**

The City Manager or his designee for Human Resources shall cause to be developed validated examinations which closely measure the knowledge, skills, and abilities of a Miami Beach Sergeant of Police and a Miami Beach Lieutenant of Police, administer such examinations, and prepare a promotional register, one for Sergeants and one for Lieutenants, containing the names of persons who have passed the test, ranked in the order of such examination scores. Promotions shall be by rank order.

The FOP shall facilitate participation of bargaining unit employees in providing information in order to conduct the job analyses and develop the tests within the time frames requested by the process; provided that such participation shall be on duty time.

**Section 16.5 – Seniority Points**

a) 0.2 point shall be added to an employee's Sergeant's passing examination score for each completed year of service, to a maximum of 25 years.

b) 0.25 points shall be added to an employee's Lieutenant's passing examination score for each completed year in grade as a Sergeant.

**Section 16.6 – Education Points**

a) 0.02 points shall be added to an employee's Sergeants passing examination score for each completed credit of post secondary education from an accredited institution of higher learning.

b) 0.02 points shall be added to an employee's Lieutenants passing examination score for each completed credit of post secondary education from an accredited institution of higher learning.

No combination of seniority and/or education points shall exceed six (6) points per employee. Seniority and education points, in accordance with the above specifications, will be added to the combined score after the candidate has successfully passed all components for the promotional

examination. Veteran's Preference points will be added after the addition of seniority and education points, in accordance with state law.

Example:

(Written Examination Raw Score *0.50) + (Assessment Center Score *0.50) + Education points + Seniority points + Veterans Preference points = Final Score

**Section 16.7 – Book Committee**

A committee consisting of the Human Resources Director, Police Chief, the FOP President and the test developer or their designees, along with two incumbents, one designated by the Police Chief and one designated by the FOP President, shall select the books and test material from which technical knowledge questions on the written test and Assessment Center will be drawn. Final selection shall be made after consultation with the test developer. Without exception, no member of the Book Committee shall be a candidate for the promotional examination for which the list is compiled.

Such selection or changes therein, shall only be made after a representative of the FOP shall have a reasonable opportunity to meet and provide input on the selection process.

The test material chosen for the written test and for the Assessment Center shall be described and announced by the City to the FOP and its members at least three (3) months before such test.

The provisions of the 2012-2015 collective bargaining agreement between the City and FOP shall remain in effect solely as it pertains to the book committee for the 2016/2017 Police Sergeant and Police Lieutenant promotional process.

Overview, Orientation, and Preparation sessions for the written test and for the Assessment Center test or the behavioral assessment test shall be given at least thirty (30) days prior to each test.

**Section 16.8 – Written Test Scoring**

Within 24 hours after the administration of the written test, an applicant scoring session will be conducted. Each examinee will be able to review a copy of his/her own answer sheet and the scoring key (for his/her use during the review session only), with the correct response, the name of the reading source and location from which each written test question was drawn.

Challenges will be written and submitted to the test developer during a minimum of two (2) post-test review sessions occurring on separate days, and conducted within ten (10) calendar days of test completion. The Human Resources Director, FOP President and the test developer or their designees shall conclusively decide all challenges by a majority vote.

**Section 16.9 – Assessment Center Test Challenges**

Upon completion of the determination of a score for the Assessment Center Test, each examinee shall be furnished with his/her test result. Human Resources shall establish a reasonable time period within which each examinee may review his/her examination at a post-test review appointment. Challenges regarding the components of this portion of the examination must be made in writing to the test developer within ten (10) calendar days after the post-test review appointment. The Human Resources Director, FOP President and the test developer, or their designees, shall conclusively decide all challenges by a majority vote. For each examinee who submitted a challenge, each examinee's own challenge and response will be available no later than eight (8) weeks after the date of the last examinee's submission of challenges.

**Section 16.10 –**

Promotional examinations for the position of Sergeant of Police and Lieutenant of Police will be given at least once every twenty-four (24) months, so as to provide continuous active promotional lists. The City agrees to begin the promotional process no later than nine (9) months prior to expiration of a certified promotional list. Formal examination scores and a promotional list shall be certified and posted within two (2) weeks after completion of all challenges in Section 16.8 above. Promotional lists shall expire twenty-four (24) months after the certification and posting of the results of the promotional examination.

**Section 16.11 –**

In the event of same day promotions, seniority rank in the new position shall be determined, in the order of standing on the promotional list. If there is a tie in the final scores that places more than one examinee in the same position on the promotional list, these examinee's ranking order on the promotional list shall be determined in the order of the examinee's seniority in the rank that they presently hold (i.e., a tie score between two (2) sergeants will be determined by awarding the highest ranking to the examinee with the most seniority as a sergeant, and a tie score between two (2) officers will be determined by awarding the higher ranking to the examinee with the most seniority as an officer, etc.).

**Section 16.12 – Promotional Eligibility for Employees Under Investigation**

An employee under any type of investigation who has been relieved of duty, with or without pay, shall be removed from any promotional eligibility list and will be bypassed for promotion. Upon conclusion of the investigation:

1(a). If an employee is bypassed for promotion pursuant to this article, and the charge(s) leading to the investigation are found to be anything other than substantiated, or, if the employee receives discipline less than a one (1) day suspension without pay, he or she shall be made whole in every respect, including promotion, compensation and seniority, irrespective of whether an active eligibility list is in effect upon conclusion of the investigation.

1(b). If an employee is removed from the eligibility list pursuant to this article, and the charge(s) leading to the investigation are found to be anything other than substantiated, or, if the employee receives discipline less than a one (1) day suspension without pay, he or she shall be returned to their position on the eligibility list, provided the list is still in effect (active) upon conclusion of the investigation.

2. If the charge(s) leading to the investigation are found to be substantiated and result in discipline consisting of a one (1) day suspension without pay or greater, the employee shall continue to be removed from any promotional eligibility list and will be bypassed for promotion. In such case, the employee will be eligible to apply and compete for promotion in subsequent testing cycles without limitation.

**ARTICLE 17**
**FOP PRESIDENT**

**Section 17.1 –**

The Miami Beach Fraternal Order of Police, William Nichols Lodge No. 8, Lodge President shall have the option, for each fiscal year, of closed "D.D." (Detached Duty), as outlined in Section 17.2 below, or to conduct union business (under the conditions described in Section 17.2 below), through the use of a time bank. The FOP President shall notify the Police Chief in writing by September 15 of each contract year, whether he or she elects to utilize the 1500 hour time back provision or the D.D. provisions contained in Section 17.2 below, during the following contract year. Unused time bank hours from one contract year shall rollover to the next contract year, not to exceed a total maximum of 3000 hours per contract year. Time for attendance at negotiations for a successor agreement is addressed in Article 11.8 of this Agreement.

**Section 17.2 –**

The Miami Beach Fraternal Order of Police, Lodge No. 8, Lodge President shall be released and detached from full time duties as a sworn law enforcement officer while serving as Lodge President and shall be carried full-time in a pay status to be shown on the payroll as "D.D." (Detached Duty). The following conditions shall apply:

a) For the purpose of recording time, the Lodge President will notify the Police Chief of all absences, including vacations, sick leave, meeting attendances, out of town trips, etc. The Lodge President shall be required to work a 40-hour workweek.

b) The Lodge President will be available at the FOP office currently located at 999 11th Street, Miami Beach, Florida 33139, for consultation with the Police Department Management or the City Administrators between normal working hours.

c) Should the Lodge President wish to change offices, (s)he will notify the Police Chief, in writing, at least five (5) working days prior to the proposed change. Said notice will include the address and the telephone number of the new office for the FOP Lodge President.

d) In the absence of the Lodge President, the Lodge President's designee may represent the Fraternal Order of Police.

e) The FOP will not send additional employees in a pay status to attend City Commission or Personnel Board meetings without approval of the Police Chief or his designee.

f) All applicable Miami Beach Police Department rules, regulations and order shall apply to the person who is the President of the Lodge and on D.D.

**Section 17.3 –**

The Management of the Miami Beach Police Department or the City Administration reserves the right to rescind the provisions of this Article in the event that it is found to be illegal. Canceling the Article shall not preclude further discussions of any Lodge Presidents' release for Union business.

**ARTICLE 18**
**COMPENSATORY TIME**

~~Effective upon ratification of this Agreement, E~~employees shall no longer accrue more than 150 hours of compensatory time in a calendar year. Employees will not be permitted to have more than 240 hours of compensatory time in their time bank. Employees assigned to the Motor Unit will continue to be able to accrue 320 hours of compensatory time as per the Settlement Agreement.

**ARTICLE 19**
**ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the FOP, for the duration of this Agreement, except as provided in the Florida Statutes, or as specifically excepted by provisions of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter referred to, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article shall not be construed to in any way limit or restrict the parties from negotiating, as provided in the Florida Laws, or any succeeding agreement to take effect upon the termination of this Agreement or any succeeding term of this Agreement.

**ARTICLE 20**
**TERM OF AGREEMENT**

This Agreement shall be effective as of the 1st day of October, 2018~~5~~ and shall remain in full force and effect until the 30th day of September, 2021~~18~~.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least thirty (30) days prior to the anniversary date it desire to modify this Agreement.

EXECUTED by the parties hereto on this_____ day of _____2019~~6~~.

MIAMI BEACH FRATERNAL ORDER OF POLICE, LODGE NO. 8

By: _____

~~Robert Jenkins~~Kevin Milan
FOP President

By: _____

Raymond Diaz~~Alejandro Bello~~
FOP Secretary

CITY OF MIAMI BEACH, FLORIDA

By: _____

~~_____~~Jimmy Morales
City Manager

By: _____

~~Philip Levine~~Dan Gelber
Mayor

_____
Approved by Vote of the City Commission

on the _____day of _____, 2019~~6~~.

By: _____

Daniel J. Oates
Police Chief

ATTEST:

_____

Rafael E. Granado
City Clerk

Date _____

**FRATERNAL ORDER OF POLICE**
**FOP LODGE NO. 8**
**ELECTION OF REMEDY FORM**

Grievance No. _____

1._____ I/We elect to utilize the Grievance Procedure contained in the current Contract between the Cty of Miami Beach, Florida, and the FOP. In making this election, I/we understand that selection of another forum, as defined by the FOP Contract, shall bar any consideration of the Grievance under the FOP collective bargaining agreement.

2._____ I/We elect to utilize another forum for my/our grievance, and in doing so, I/we understand that this election shall bar any consideration of this matter under the FOP collective bargaining agreement.

_____ _____
Signature Date

Subject of Grievance/Appeal: _____

**Addendum: Hearing Examiner Rules**

**HEARING EXAMINER RULES**

**SECTION 1: REQUEST FOR HEARING:** Any member of the bargaining unit may appeal from disciplinary action within ten (10) days after the delivery or mailing to him/her of such written notice, by filing a written request for a hearing to the Hearing Examiner or his/her designee. If the tenth day falls on a Saturday or Sunday, he/she will have the ability to file for an appeal on the following Monday.

**SECTION 2: DISCIPLINARY HEARINGS:**

(a) The City Manager or his/her designee not later than ten (10) days after receipt of such appeal, shall fix a place and time for holding a public hearing within a reasonable time thereafter. Written notice of such time and place shall be delivered or mailed promptly to both the Appellant and the Appointing Officer.

Only the Hearing Examiner may grant a continuance to either party for good and sufficient cause. No continuance shall be granted to either party unless such request for continuance is received in writing by the City Manager or his designee at least ten (10) days prior to the date of said scheduled hearing of appeal.

(b) The Hearing Examiner may, at the request of the Appointing Officer or the Appellant, call or request any person or records for the purpose of ascertaining the facts.

(c) The Appointing Officer or a representative designated by him/her, shall have the right to be present at such hearing and to be represented by the City Attorney.

(d) The Appellant shall have the right to be present at such hearing and to be represented by an attorney of his/her choice.

Said attorney shall be an attorney duly admitted and licensed to practice in the State of Florida. In the event that the Appellant does not retain an attorney, said Appellant may have an advisor of his/her choice present. Such advisor shall not have the right to interrogate any witnesses or to enter objections to any testimony or evidence presented to the Hearing Examiner, nor may such advisor speak in the Appellant's behalf.

(e) The findings of the Hearing Examiner shall be based upon competent substantial evidence of record.

(f) The Appointing Officer shall have the burden of presenting evidence to support the truth of the charges as contained in the written notice.

(g) The Appellant shall have the right to present evidence to refute the charges brought against him/her.

(h) The Appellant shall have the right to be confronted by his/her accuser, and the Appellant and the Appointing Officer shall each have the right to cross-examine the witnesses of the other.

(i) After both the Appointing Officer and the Appellant shall have presented their testimony and evidence, the Hearing Examiner shall receive argument in summation. The Appointing Officer shall have both the opening and closing argument.

(j) After the completion of closing oral argument, the Hearing Examiner shall consider the testimony and evidence presented before the Hearing Examiner to determine the truth or untruth of the charges.

(k) Within five (5) working days after the completion of the hearing, the Hearing Examiner shall issue his or her findings as to the truth or untruth of the charges in writing. The City Manager or his/her designee shall promptly deliver or mail a copy of such findings to the Appointing Officer and to the Appellant.

(l) A copy of the written statement given the officer or employee, a copy of any reply thereto, and a copy of the findings of the Hearing Examiner shall be filed as a Public Record in the Human Resources Department.

| Effective First Pay Period Ending in October 2018 | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Longevity 1=2.5% | 2=5.0% | 3=7.5% | 4=10% | 5=11% | | | | |
| | | | | | 7 years | 10 years | 15 years | 20 years | 25 years | | | | |
| Job Classification (Range) | | | | | | | | | | | | | |
| STEP | | 1 | 2 | 3 | A | B | C | D | E | F | G | H | I |
| 5305 | Detention Officer | | | | 45,631.56 | 48,954.62 | 52,520.26 | 56,344.86 | 60,448.70 | 64,851.28 | 69,574.18 | 74,641.32 | 78,373.36 |
| | | | | | 1,755.06 | 1,882.87 | 2,020.01 | 2,167.11 | 2,324.95 | 2,494.28 | 2,675.93 | 2,870.82 | 3,014.36 |
| | | | | | 21.94 | 23.54 | 25.25 | 27.09 | 29.06 | 31.18 | 33.45 | 35.89 | 37.68 |
| 8001 | Police Officer Trainee | 49,817.82 | 52,748.28 | 55,679.00 | | | | | | | | | |
| | | 1,916.07 | 2,028.78 | 2,141.50 | | | | | | | | | |
| | | 23.95 | 25.36 | 26.77 | | | | | | | | | |
| 5011 | Police Officer | | | | 58,609.20 | 61,541.18 | 64,606.36 | 67,949.44 | 71,290.96 | 74,880.78 | 78,531.18 | 82,493.58 | 86,618.22 |
| | | | | | 2,254.20 | 2,366.97 | 2,484.86 | 2,613.44 | 2,741.96 | 2,880.03 | 3,020.43 | 3,172.83 | 3,331.47 |
| | | | | | 28.18 | 29.59 | 31.06 | 32.67 | 34.27 | 36.00 | 37.76 | 39.66 | 41.64 |
| 5010 | Sergeant of Police | | | | | | | | | 86,577.92 | 90,907.70 | 95,488.12 | 100,262.50 |
| | | | | | | | | | | 3,329.92 | 3,496.45 | 3,672.62 | 3,856.25 |
| | | | | | | | | | | 41.62 | 43.71 | 45.91 | 48.20 |
| 5009 | Lieutenant of Police | | | | | | | | 95,488.12 | 100,193.08 | 105,266.72 | 110,527.56 | 116,054.12 |
| | | | | | | | | | 3,672.62 | 3,853.58 | 4,048.72 | 4,251.06 | 4,463.62 |
| | | | | | | | | | 45.91 | 48.17 | 50.61 | 53.14 | 55.80 |

**City of Miami Beach**
**Compensation Plan**

**Effective First Pay Period Ending in October 2020**

| | | | | | Longevity 1=2.5% | 2=5.0% | 3=7.5% | 4=10% | 5=11% | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 7 years | 10 years | 15 years | 20 years | 25 years | | | | |
| **Job Classification (Range)** | | | | | | | | | | | | | |
| STEP | | 1 | 2 | 3 | A | B | C | D | E | F | G | H | I |
| 5305 | **Detention Officer** | | | | 46,087.88 | 49,444.17 | 53,045.46 | 56,908.31 | 61,053.19 | 65,499.79 | 70,269.92 | 75,387.73 | 79,157.09 |
| | | | | | 1,772.61 | 1,901.70 | 2,040.21 | 2,188.78 | 2,348.20 | 2,519.22 | 2,702.69 | 2,899.53 | 3,044.50 |
| | | | | | 22.16 | 23.77 | 25.50 | 27.36 | 29.35 | 31.49 | 33.78 | 36.24 | 38.06 |
| 8001 | **Police Officer Trainee** | 50,316.00 | 53,275.76 | 56,235.79 | | | | | | | | | |
| | | 1,935.23 | 2,049.07 | 2,162.92 | | | | | | | | | |
| | | 24.19 | 25.61 | 27.04 | | | | | | | | | |
| 5011 | **Police Officer** | | | | 59,195.29 | 62,156.59 | 65,252.42 | 68,628.93 | 72,003.87 | 75,629.59 | 79,316.49 | 83,318.52 | 87,484.40 |
| | | | | | 2,276.74 | 2,390.64 | 2,509.71 | 2,639.57 | 2,769.38 | 2,908.83 | 3,050.63 | 3,204.56 | 3,364.78 |
| | | | | | 28.46 | 29.88 | 31.37 | 32.99 | 34.62 | 36.36 | 38.13 | 40.06 | 42.06 |
| 5010 | **Sergeant of Police** | | | | | | | | | 87,443.70 | 91,816.78 | 96,443.00 | 101,265.13 |
| | | | | | | | | | | 3,363.22 | 3,531.41 | 3,709.35 | 3,894.81 |
| | | | | | | | | | | 42.04 | 44.14 | 46.37 | 48.69 |
| 5009 | **Lieutenant of Police** | | | | | | | | 96,443.00 | 101,195.01 | 106,319.39 | 111,632.84 | 117,214.66 |
| | | | | | | | | | 3,709.35 | 3,892.12 | 4,089.21 | 4,293.57 | 4,508.26 |
| | | | | | | | | | 46.37 | 48.65 | 51.12 | 53.67 | 56.35 |

**City of Miami Beach**
**Compensation Plan**

**Effective First Pay Period Ending in October 2021**

| | | | | | Longevity 1=2.5% | 2=5.0% | 3=7.5% | 4=10% | 5=11% | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 7 years | 10 years | 15 years | 20 years | 25 years | | | | |
| **Job Classification (Range)** | | | | | | | | | | | | | |
| STEP | | 1 | 2 | 3 | A | B | C | D | E | F | G | H | I |
| 5305 | **Detention Officer** | | | | 46,548.76 | 49,938.61 | 53,575.91 | 57,477.39 | 61,663.72 | 66,154.79 | 70,972.62 | 76,141.61 | 79,948.66 |
| | | | | | 1,790.34 | 1,920.72 | 2,060.61 | 2,210.67 | 2,371.68 | 2,544.42 | 2,729.72 | 2,928.52 | 3,074.95 |
| | | | | | 22.38 | 24.01 | 25.76 | 27.63 | 29.65 | 31.81 | 34.12 | 36.61 | 38.44 |
| 8001 | **Police Officer Trainee** | 50,819.16 | 53,808.52 | 56,798.15 | | | | | | | | | |
| | | 1,954.58 | 2,069.56 | 2,184.54 | | | | | | | | | |
| | | 24.43 | 25.87 | 27.31 | | | | | | | | | |
| 5011 | **Police Officer** | | | | 59,787.24 | 62,778.16 | 65,904.94 | 69,315.22 | 72,723.91 | 76,385.89 | 80,109.65 | 84,151.71 | 88,359.24 |
| | | | | | 2,299.51 | 2,414.54 | 2,534.81 | 2,665.97 | 2,797.07 | 2,937.92 | 3,081.14 | 3,236.60 | 3,398.43 |
| | | | | | 28.74 | 30.18 | 31.69 | 33.32 | 34.96 | 36.72 | 38.51 | 40.46 | 42.48 |
| 5010 | **Sergeant of Police** | | | | | | | | | 88,318.14 | 92,734.95 | 97,407.43 | 102,277.78 |
| | | | | | | | | | | 3,396.85 | 3,566.73 | 3,746.44 | 3,933.76 |
| | | | | | | | | | | 42.46 | 44.58 | 46.83 | 49.17 |
| 5009 | **Lieutenant of Police** | | | | | | | | 97,407.43 | 102,206.96 | 107,382.58 | 112,749.17 | 118,386.81 |
| | | | | | | | | | 3,746.44 | 3,931.04 | 4,130.10 | 4,336.51 | 4,553.34 |
| | | | | | | | | | 46.83 | 49.14 | 51.63 | 54.21 | 56.92 |

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER AND WAIVING, BY 5/7TH VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT IN ACCORDANCE WITH SECTION 2-367 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE CITY'S BEST INTEREST, AND AUTHORIZING THE PURCHASE OF THE "U.S." MOTORS" BRAND OF ELECTRIC MOTORS MANUFACTURED BY NIDEC CORPORATION (WITH SUCH PURCHASES BEING MADE FROM ANY AUTHORIZED DISTRIBUTOR THEREOF), FOR THE PURPOSE OF STANDARDIZING THE ELECTRIC MOTORS THAT SERVICE THE VERTICAL AND HORIZONTAL TURBINE PUMPS AT THE CITY'S WATER AND WASTEWATER PUMP STATIONS, IN THE NOT-TO-EXCEED AMOUNT AS MAY BE APPROPRIATED ANNUALLY FOR SUCH PRODUCTS THROUGH THE CITY'S BUDGET PROCESS.

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## RECOMMENDATION

The Administration recommends approving the Resolution.

## ANALYSIS

The City of Miami Beach Public Works Department operates and maintains six (6) Water Pump Stations and 12 Wastewater Pump stations that are equipped with U.S. Motors brand of electric motors that were specified and installed during the original construction. These electric motors power the stations vertical and horizontal turbine pumps. The department has been utilizing US brand motors since the original installation of these pump stations, and over the years US Motors have proven to be of exceptional quality and reliability.

Presently the department has a need to purchase replacement motors of different sizes to keep in stock to be able to quickly respond to repair needs. Additionally, these motors require preventive maintenance that can take an extended period of time. In these instances, the Public Works Department would utilize the stock of like for like electric motors to maintain the operational status of these pump stations.

Although it is possible to purchase other brands of electrical motors, doing so would increase the risk of compatibility and installation issues which could result in extended downtime of this

critical infrastructure. Having surplus of like for like electric motors in stock would ensure that these pump stations remain operational during scheduled maintenance or during unforeseen equipment malfunctions.

The following are additional factors that make it advantageous for the City to standardize on U.S. Motors: 1) to assure consistency, efficiency and reliability in the operations of the existing pump stations; 2) to minimize maintenance issues; 3) to maximize compatibility with existing equipment and ease of replacement when repairs are needed; 4) reduce the cost associated with keeping large stock of different brand motors; and, 5) reduce the learning curve and training associated with the maintenance of the existing pump stations.

Therefore, for the reasons stated herein and pursuant to Section 2-391 of the City Code, the Administration recommends establishing US Motors brand of electric motors as the City's standards to be utilized for the vertical and horizontal turbine pumps at water and wastewater pump stations citywide

U.S. Motors is manufactured by Nidec Corporation. According to its website, the Nidec Corporation sells its U.S. Motors brand of electric motors through a network of eight (8) authorized distributors.

In order to expedite the purchase of these critical motors for the City's pump stations, the City Manager further recommends that the Mayor and City Commission waive the formal bidding requirements and authorize the Administration to seek quotes from the authorized U.S. Motors distributors.

## CONCLUSION

Based on the foregoing, I recommend that the Mayor and City Commission of the City of Miami Beach, Florida, approve the resolution waiving by 5/7ths vote, the formal competitive bidding requirements, in accordance with Section 2-367 of the City Code, finding such waiver to be in the City's best interest, and authorizing the purchase of motors from authorized distributors of U.S. Motors, for the purpose of standardizing the electric motors that service the vertical and horizontal turbine pumps at the water and wastewater pump stations Citywide in the not to exceed amount appropriated annually for these products through the City's budget process.

## FINANCIAL INFORMATION

The purchase of US Motors will be funded by Water and Sewer: Other Operating Expenditures Accounts No. 425-0410-000343-29-421-513-00-00-00- and 425-0420-000343-29-421-513-00-00-00.

## Legislative Tracking

Public Works

## ATTACHMENTS:

**Description**

- Resolution

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER AND WAIVING, BY 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT IN ACCORDANCE WITH SECTION 2-367 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE CITY'S BEST INTEREST, AND AUTHORIZING THE PURCHASE OF THE "U.S." MOTORS" BRAND OF ELECTRIC MOTORS MANUFACTURED BY NIDEC CORPORATION (WITH SUCH PURCHASES BEING MADE FROM ANY AUTHORIZED DISTRIBUTOR THEREOF), FOR THE PURPOSE OF STANDARDIZING THE ELECTRIC MOTORS THAT SERVICE THE VERTICAL AND HORIZONTAL TURBINE PUMPS AT THE CITY'S WATER AND WASTEWATER PUMP STATIONS, IN THE NOT-TO-EXCEED AMOUNT AS MAY BE APPROPRIATED ANNUALLY FOR SUCH PRODUCTS THROUGH THE CITY'S BUDGET PROCESS.**

**WHEREAS,** the City of Miami Beach Public Works Department operates and maintains six (6) Water Pump Stations and 12 Wastewater Pump Stations ("Pump Stations") that are equipped with U.S. Motors brand of electrical motors of different sizes which power the stations vertical and horizontal turbine pumps; and

**WHEREAS,** the U.S. Motors brand of electric motors, manufactured by Nidec Corporation, were specified and installed as part of the original construction of the Pump Stations; and

**WHEREAS,** from time-to-time, the Pump Station motors require replacement; and

**WHEREAS,** although it is possible to utilize motors from other manufacturers, doing so would increase the risk of compatibility and installation issues, which could result in extended downtime for a Pump Station; and

**WHEREAS,** the Public Works Department needs to purchase and keep stock of replacement motors of different sizes to quickly respond to repair needs; and

**WHEREAS,** the additional stock of replacement motors will ensure that the City's water and wastewater Pump Stations remain fully functional during schedule maintenance or during unforeseen equipment malfunction; and

**WHEREAS,** ensuring that Pump Stations remain fully functional at all times is essential for the wellbeing of the City's residents; and

**WHEREAS,** the Public Works Department seeks to standardize Pump Station motors with the U.S. Motors brand for the following reasons:

1) to assure consistency, efficiency and reliability in the operations of our existing Pump Stations;
2) to minimize maintenance issues;
3) to maximize compatibility with existing equipment and ease of replacement when repairs are needed;

4) reduce the cost associated with keeping large stock of different brand motors;
5) reduce the learning curve and training associated with the maintenance of the existing Pump Stations; and

**WHEREAS,** the Public Works Department has been utilizing US Motors brand of electric motors since the original installation of the Pump Stations, and have proven to be of exceptional quality and reliability; and

**WHEREAS,** for the reasons stated herein and in the accompanying Commission Memorandum, pursuant to Section 2-391 of the City Code, the Administration recommends establishing US Motors brand of electric motors as the City's standard, to be utilized for the vertical and horizontal turbine pumps at water and wastewater Pump Stations citywide; and

**WHEREAS;** Nidec Corporation sells its U.S. Motors brand of electric motors through a network of eight (8) authorized distributors; and

**WHEREAS;** to expedite the purchase of these critical motors for the City's Pump Stations, the City Manager further recommends that the Mayor and City Commission waive the formal bidding requirements and authorize the Administration, on an as needed basis, to seek quotes from the authorized U.S. Motors distributors, subject to funding availability.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Commission hereby accept the written recommendation of the City Manager and waive, by 5/7ths vote, the formal competitive bidding requirement, in accordance with Section 2-367 of the City Code, finding such waiver to be in the City's best interest, and authorize the purchase of the U.S. Motors brand of electric motors manufactured by Nidec Corporation (with such purchases being made from any authorized distributor thereof), for the purpose of standardizing the electric motors that service the vertical and horizontal turbine pumps at the City's water and wastewater pump stations, in the not to exceed amount as may be appropriated annually for such products through the City's budget process.

**PASSED AND ADOPTED** this ___ day of _____ 2019.

_____
Dan Gelber, Mayor

**ATTEST:**

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

7/24/19
City Attorney Date

MIAMI BEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Raul J. Aguila, City Attorney
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF MIAMI BEACH, FLORIDA, DECLARING THE MONTH OF OCTOBER 2019 AS "DISABILITY AWARENESS MONTH" IN THE CITY OF MIAMI BEACH.

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## RECOMMENDATION

Pursuant to the request of Commissioner Michael Góngora, the above-referenced Resolution is submitted for consideration by the Mayor and City Commission at the July 31, 2019 City Commission.

## Legislative Tracking

Office of the City Attorney

## Sponsor

Commissioner Michael Gongora/Co-Sponsored Commissioner Joy Malakoff

## ATTACHMENTS:

**Description**

- Resolution Declaring the Month of October 2019 as Disability Awareness Month

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF MIAMI BEACH, FLORIDA, DECLARING THE MONTH OF OCTOBER 2019 AS "DISABILITY AWARENESS MONTH" IN THE CITY OF MIAMI BEACH.**

**WHEREAS**, the Miami Beach Disability Access Committee (the "Committee") was established with a purpose to review, formulate and coordinate information, suggestions, proposals and plans and to address complaints from the general public to provide more conveniently accessible facilities, public buildings, streets, sidewalks and programs for the persons with disabilities in the City of Miami Beach (the "City"); and

**WHEREAS**, the Mayor and City Commission were formally requested to declare the month of October 2019 to be an official Disability Awareness Month in the City; and

**WHEREAS**, the month of October is designated as National Disability Employment Awareness Month and is aimed to raise awareness about employment issues for disabled people, and celebrates the many and varied contributions of America's workers with disabilities; and

**WHEREAS**, the City's Human Rights Ordinance declares that "there is no greater danger to the health, morals, safety and welfare of the city and its inhabitants than the existence of prejudice against one another and antagonistic to each other because of differences of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, or disability"; and

**WHEREAS**, the City's Human Rights Ordinance prohibits discrimination in employment, public accommodations, housing, and public services, on the basis of disability, race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, and political affiliation; and

**WHEREAS**, in view of the foregoing principles, the Mayor and the City Commission wish to declare October 2019 as Disability Awareness Month in the City and authorize the City Manager to implement a series of communication and outreach strategies throughout the City to promote the Disability Awareness Month.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA** that the Mayor and the City hereby declare the month of October 2019 as "Disability Awareness Month" in the City of Miami Beach.

**PASSED AND ADOPTED** this **31st** day of July, 2019.

**ATTEST:**

_____
Dan Gelber, Mayor

_____
Rafael E. Granado, City Clerk

(Sponsored by Commissioner Michael Góngora)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/24/19 Date

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Raul J. Aguila, City Attorney
DATE: July 31, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF MIAMI BEACH, FLORIDA, URGING GOVERNOR RONALD DESANTIS, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEP"), AND OTHER APPLICABLE STATE AGENCIES TO ISSUE THE EXPEDITED APPROVAL OF MIAMI-DADE COUNTY'S REQUEST FOR A ONE-TIME EXTENDED PERMIT THAT WOULD RUN CONTINUOUSLY THROUGH OCTOBER 31, 2019, IN ORDER TO ADDRESS THE OVERABUNDANCE OF SEAWEED BEING DEPOSITED ON THE BEACHES OF MIAMI-DADE COUNTY AND THE CITY.

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## RECOMMENDATION

Pursuant to the request of Mayor Dan Gelber, the above-reference Resolution is submitted for consideration by the City Commission at the July 31, 2019 Commission meeting.

## Legislative Tracking

Office of the City Attorney

## Sponsor

Mayor Dan Gelber & Co-Sponsored by Commissioners Samuelian & Gongora

## ATTACHMENTS:

**Description**

- Urge FDEP Grant MD-C One-Time Permit Removal of Seaweed.
- Mayor Gimenz: Expansion of Sargassum Seaweed Working Group
- Miami-Dade County Resolution to Governor DeSantis

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF MIAMI BEACH, FLORIDA, URGING GOVERNOR RONALD DESANTIS, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEP"), AND OTHER APPLICABLE STATE AGENCIES TO ISSUE THE EXPEDITED APPROVAL OF MIAMI-DADE COUNTY'S REQUEST FOR A ONE-TIME EXTENDED PERMIT THAT WOULD RUN CONTINUOUSLY THROUGH OCTOBER 31, 2019, IN ORDER TO ADDRESS THE OVERABUNDANCE OF SEAWEED BEING DEPOSITED ON THE BEACHES OF MIAMI-DADE COUNTY AND THE CITY.**

**WHEREAS**, the City of Miami Beach (the "City") is comprised of a number of islands with approximately 70 miles of shoreline along numerous canals and waterways, the Atlantic Ocean, and Biscayne Bay Aquatic Preserve, all of which support a wide variety of flora and fauna; and

**WHEREAS**, the City hosts approximately 15 million visitors each year, and is considered one of the world's most popular tourist destinations because of its beaches, crystal-clear blue water, and amazing tropical environment; and

**WHEREAS,** the City, as well as the entirety of Miami-Dade County (the "County"), are battling massive amounts of sargassum seaweed, a type of floating algae, being deposited onto its beaches; and

**WHEREAS**, the massive amounts of seaweed, combined with accompanying intoxicating odor, create an unsightly appearance and unsanitary conditions, and prevent beachgoers from enjoying the sandy beaches and the ocean, and expose citizens and tourists to tremendous risk to their welfare and health, and the tourism industry of both the County and the City; and

**WHEREAS,** the County's Parks, Recreation, and Open Spaces Department ("PROS") is responsible for maintaining clean beaches throughout the City;

**WHEREAS**, the County is required to work collaboratively with the Department of Environmental Protection ("DEP") and Florida Fish and Wildlife Commission ("FWC") to follow all regulations and obtain those required permits for mechanized beach cleaning; and

**WHEREAS**, the County must re-apply for a permit with the DEP every two weeks in order to utilize heavy equipment to address the extraordinary unsanitary condition that stems directly from massive amounts of seaweed washing up on the City's beaches; and

**WHEREAS**, County Resolution adopted on July 23, 2019, and sponsored by Miami-Dade County Commissioner, Eileen Higgins, urged Governor Ronald DeSantis, the DEP, and other applicable state agencies to expedite and immediately issue a one-time extended permit for the removal of the dangerous seaweed in Miami Beach; and

**WHEREAS**, the Mayor and City Commission fully support, and hereby expressly request, the expedited and immediate approval of the County's request for a one-time extended "special condition" permit which would run continuously through October 31, 2019, in order to efficiently

address the unprecedented levels of seaweed being deposited onto the City's beaches, without the necessity of re-applying for a permit every two weeks; and

**WHEREAS,** this urgent and essential request will permit the County to more effectively maintain its treasured beaches and preserve Miami-Dade County and Miami Beach's tourism, and beachfront property values.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby urge Governor Ronald DeSantis, the Florida Department of Environmental Protection ("DEP"), and other applicable state agencies to issue the expedited approval of Miami-Dade County's request for a one-time extended permit that would run continuously through October 31, 2019, in order to address the overabundance of seaweed being deposited on the beaches of Miami-Dade County and the City.

**PASSED AND ADOPTED** this **31st** day of **July**, 2019.

**ATTEST:**

Dan Gelber, Mayor

Rafael E. Granado, City Clerk

(Sponsored by Mayor Dan Gelber)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

7/24/19
Date

# Memorandum

MIAMI-DADE COUNTY

**Date:** July 23, 2019

**To:** Honorable Chairwoman Audrey M. Edmonson
And Members, Board of County Commissioners

**From:** Carlos A. Gimenez
Mayor

**Subject:** Expansion of Sargassum (Seaweed) Working Group

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Recently, the topic of sargassum (seaweed) accumulating on Miami-Dade County beaches was discussed at the July 17 Parks, Recreation and Cultural Affairs Committee meeting with Commissioner Higgins taking the lead, and at two recent City of Miami Beach (City) Commission meetings. I share the concerns expressed by City of Miami Beach Mayor Dan Gelber, Commissioner Higgins, Commissioner Heyman and the City Commissioners during these discussions, and I am committed to developing solutions now.

In consultation with Mayor Gelber and Commissioner Higgins, I am expanding the existing working group of representatives from the Parks, Recreation and Open Spaces (PROS) Department, the Department of Regulatory and Economic Resources (RER), and the Florida Department of Health that has been working with Commissioner Higgins, the City of Miami Beach, the County and State for the past several months, to also include Bal Harbour and the Greater Miami Convention and Visitors Bureau. We are encouraging participation by the Florida Department of Environmental Protection as well. We must work together closely so that we stay coordinated and focused on this important task.

As you know, we have record amounts of seaweed on our beaches that is washing ashore. This is particularly critical at "hot spots" where jetties and breakwaters cause large amounts of sargassum to accumulate without our ability to substantially mitigate it.

I am authorizing PROS to work with the Internal Services Department to contract immediately to remove seaweed from these hot spots. We will use other municipal contracts and emergency authorization to do this right now. I intend to bring you the agreements and the budget authorization retroactively in September so that we can get to work without delay. The focus of our efforts will be the hot spot areas characterized by man-made interventions to protect our beaches at three locations: the Bal Harbour and Haulover jetties; the Miami Beach breakwaters from 26-32 street; and the South Pointe jetty.

In addition, I strongly support the leadership of Commissioner Higgins, along with the advocacy of Commission Heyman, on this pressing issue. In particular, I support our efforts to have the State authorize a long-term permit for immediate work to get this crisis under control. Pulling State permits every two weeks simply does not recognize the "new normal." Keeping our beaches clean from sargassum is a month-to-month, continuous process.

I have instructed our legislative team to work with the State to make this happen. I urge Governor DeSantis to intervene today and to authorize an extended permit through the end of October, specifically to remove seaweed from these hot spots.

I will continue to keep you informed of our progress in the coming months. Should you require additional information, please contact Michael Spring, Senior Advisor, at 305-375-3710 or me directly.

c: The Honorable Governor Ron DeSantis
The Honorable Mayor Dan Gelber, City of Miami Beach
The Honorable Mayor Gabriel Groisman, Bal Harbour Village
William D. Talbert III, President and Chief Executive Officer, Greater Miami Convention and Visitors Bureau
Yesenia D. Villalta, APRN, DNP, MSN, Administrator / Health Officer, Florida Department of Health in Miami-Dade
Samir Elmir, Division Director, Environmental Health and Engineering, Florida Department of Health in Miami-Dade County
Tony D. McNeal, Program Administrator, Florida Department of Environmental Protection
Jenna Caderas, Environmental Specialist, Southeast District, Florida Department of Environmental Protection
Carol A. Knox, Section Leader, Imperiled Species Management Section, Florida Fish and Wildlife Conservation Commission
Abigail Price-Williams, County Attorney
Geri Bonzon-Keenan, First Assistant County Attorney
Jess McCarty, Assistant County Attorney
Michael Spring, Senior Advisor, Office of the Mayor
Jack Osterholt, Deputy Mayor and Director of the Department of Regulatory and Economic Resources, Office of the Mayor
Office of the Mayor Senior Staff
Maria I. Nardi, Director, Parks, Recreation and Open Spaces Department
Tara C. Smith, Director, Internal Services Department
Jim Murley, Chief Resilience Officer, Department of Regulatory and Economic Resources Department Directors

# MEMORANDUM

Agenda Item No. 11(A)(11)

| | | | |
|---|---|---|---|
| **TO:** | Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners | **DATE:** | July 23, 2019 |
| **FROM:** | Abigail Price-Williams County Attorney | **SUBJECT:** | Resolution urging Governor Ron DeSantis, the Florida Department of Environmental Protection and other applicable state agencies to issue a one-time extended permit for the removal of seaweed on beaches located in Miami-Dade County |

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.

Abigail Price-Williams
County Attorney

APW/smm

# MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

DATE: July 23, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(11)

Please note any items checked.

| | |
|---|---|
| _____ | "3-Day Rule" for committees applicable if raised |
| _____ | 6 weeks required between first reading and public hearing |
| _____ | 4 weeks notification to municipal officials required prior to public hearing |
| _____ | Decreases revenues or increases expenditures without balancing budget |
| _____ | Budget required |
| _____ | Statement of fiscal impact required |
| _____ | Statement of social equity required |
| _____ | Ordinance creating a new board requires detailed County Mayor's report for public hearing |
| ✓ | No committee review |
| _____ | Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve |
| _____ | Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required |

Approved _____
Veto _____
Override _____

Agenda Item No. 11(A)(11)
7-23-19

RESOLUTION NO. _____

RESOLUTION URGING GOVERNOR RON DESANTIS, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND OTHER APPLICABLE STATE AGENCIES TO ISSUE A ONE-TIME EXTENDED PERMIT FOR THE REMOVAL OF SEAWEED ON BEACHES LOCATED IN MIAMI-DADE COUNTY

**WHEREAS**, tourism is Miami-Dade County's largest industry; and

**WHEREAS**, the beaches in Miami-Dade County are the centerpiece of the County's tourist attractions; and

**WHEREAS**, sargassum seaweed, a type of floating algae has invaded some County beaches, including the popular tourist destinations on Miami Beach; and

**WHEREAS**, the presence of sargassum seaweed can have a deleterious effect on the tourist industry and impede resident's enjoyment of the natural beauty of our beaches; and

**WHEREAS**, the Parks, Recreation, and Open Spaces Department (PROS) is responsible for maintaining 17 miles of County beaches; and

**WHEREAS**, PROS works collaboratively with the Florida Department of Environmental Protection and the Florida Fish and Wildlife Conservation Commission to follow all regulations and obtain required permits for beach cleaning; and

**WHEREAS**, the permits issued by the Florida Department of Environmental Protection to allow PROS to conduct environmental clean-up work such as the removal of seaweed are issued for only a two-week period; and

**WHEREAS**, an extended permit would allow PROS to maintain the current and approved practices for addressing the seaweed issue without the necessity of reapplying for a permit every two weeks,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board:

**Section 1.** Urges Governor Ron DeSantis, the Florida Department of Environmental Protection, and other applicable state agencies to issue a one-time permit to PROS for the continuous use of heavy equipment in accordance with current approved practices for seaweed removal to run continuously through October 31, 2019.

**Section 2.** Directs the Clerk of the Board to send a certified copy of this Resolution to the Governor, the Secretary of the Florida Department of Environmental Regulation, and the Chair and Members of the Miami-Dade State Legislative Delegation.

**Section 3.** Directs the County's state lobbyists to advocate for the action described in section 1, and authorizes and directs the Office of Intergovernmental Affairs to amend the 2019 State Legislative Package to include this item in the 2019 State Legislative Package.

The Prime Sponsor of the foregoing resolution is Commissioner Eileen Higgins. It was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman
Rebeca Sosa, Vice Chairwoman

| | |
|---|---|
| Esteban L. Bovo, Jr. | Daniella Levine Cava |
| Jose "Pepe" Diaz | Sally A. Heyman |
| Eileen Higgins | Barbara J. Jordan |
| Joe A. Martinez | Jean Monestime |
| Dennis C. Moss | Sen. Javier D. Souto |
| Xavier L. Suarez | |

The Chairperson thereupon declared the resolution duly passed and adopted this 23rd day of July, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MJS

Melanie J. Spencer

MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Commissioner Micky Steinberg
DATE: July 31, 2019

SUBJECT: STATUS/UPDATE ON THE MIAMI BEACH HALL OF FAME.

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**ANALYSIS**

Please add to the July 17, 2019 Commission Meeting Agenda, a status/update on the Miami Beach Hall of Fame.

**Legislative Tracking**

Commissioner Micky Steinberg

MIAMIBEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Commissioner Michael Gongora
DATE: July 31, 2019

SUBJECT: DISCUSSION REGARDING THE PROCESS FOR AFFORDABLE HOUSING AVAILABILITY WAITLIST.

---

**ANALYSIS**

Please place on the July 17th Commission agenda, a discussion regarding the process for the opening of the waitlist for two properties that recently occurred from July 1-5. My office received numerous calls from the senior citizens that the website to apply was not very user friendly. I just want to ensure we are creating the best process as I want affordable housing opportunities to be easily accessible to all. Also, please provide an update with regard to the lottery system that was used for this previous selection of residents and the status for any upcoming opportunities for additional housing. Please feel free to contact my Aide Diana Fontani should you have any additional questions.

**Legislative Tracking**

Commissioner Michael Gongora

MIAMIBEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Commissioner Michael Gongora
DATE: July 31, 2019

SUBJECT: DISCUSSION REGARDING AN UPDATE ON THE CITY OF MIAMI BEACH HEALTH FAIR.

---

**ANALYSIS**

Please place on the July 17 Commission agenda, a discussion regarding the City of Miami Beach Health Fair. I would like to ensure that we have a good turnout and are promoting it to all of our residents in a timely manner. Please feel free to contact Diana Fontani should you have any additional questions.

**Legislative Tracking**

Commissioner Michael Gongora

MIAMIBEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Commissioner Michael Gongora
DATE: July 31, 2019

SUBJECT: DISCUSSION REGARDING THE LGBTQ ADVISORY COMMITTEE'S JULY 9, 2019 MOTION.

---

**ANALYSIS**

Please place on the July 17 Commission meeting, a discussion regarding the LGBTQ Advisory Committee's July 9 motion regarding their statement: The Committee recommends for the City Commission make a statement that the City aggressively promotes zero tolerances for hate crimes, discrimination, and violence towards any groups or individuals. The Committee supports the full and fair prosecution of any hate crime committed within the City. The Committee respectfully requests the City Commission also asked Police and other City Departments to sign on. Please see LTC attached with official motion. Please feel free to contact Diana Fontani, should you need any additional information.

**Legislative Tracking**

Commissioner Michael Gongora

**ATTACHMENTS:**

**Description**

- LTC July 9 LGBTQ

MIAMIBEACH

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

OFFICE OF THE CITY MANAGER

LTC # **391-2019**

# LETTER TO COMMISSION

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager Eric Carpenter for

DATE: July 10, 2019

SUBJECT: Motion by the LGBTQ Advisory Committee

The purpose of this Letter to Commission (LTC) is to inform the Mayor and the Commission of a motion made by the LGBTQ Advisory Committee at their meeting on July 9, 2019.

**MOTION**: The Committee recommends for the City Commission make a statement that the City aggressively promotes zero tolerances for hate crimes, discrimination, and violence towards any groups or individuals. The Committee supports the full and fair prosecution of any hate crime committed within the City. The Committee respectfully requests the City Commission also asked Police and other City Departments to sign on.

**Motion Made By**: Roger Thomson
**Motion Seconded By**: Herb Sosa
**Motion Passed**: 10-0-1

**Members in favor:** Cindy Brown, Craig Garmendia, Daniel Diaz, Elizabeth Schwartz, George Neary, Herb Sosa, Mark Wylie, Paul Thomas, Robin Schwartz, Roger Thomson

**Members who abstained:** Jamie Guirola

JLM/MM/mg

MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Mayor Dan Gelber
DATE: July 31, 2019

SUBJECT: DISCUSS IGUANA REMEDIATION STRATEGIES WITHIN THE CITY OF MIAMI BEACH.

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**Legislative Tracking**
Mayor Dan Gelber

**Sponsor**
Co-sponsored by Commissioner Michael Gongora

MIAMI BEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Rafael E. Granado, City Clerk
DATE: July 31, 2019

SUBJECT: MIAMI BEACH REDEVELOPMENT AGENCY (RDA) MEMBERS.

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## RECOMMENDATION

Miami Beach Redevelopment Agency (RDA) Members:

Chairperson of the Board Dan Gelber
Member of the Board John Elizabeth Aleman
Member of the Board Ricky Arriola
Member of the Board Michael Gongora
Member of the Board Eileen Higgins
Member of the Board Joy Malakoff
Member of the Board Mark Samuelian
Member of the Board Micky Steinberg

Executive Director Jimmy L. Morales
Assistant Director Kathie G. Brooks
General Counsel Raul J. Aguila
Secretary Rafael E. Granado

## Legislative Tracking

Office of the City Clerk

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Rafael E. Granado, City Clerk
DATE: July 31, 2019

SUBJECT: HOW A PERSON MAY APPEAR BEFORE THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA.

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## RECOMMENDATION

## ANALYSIS

THE REGULARLY SCHEDULED MEETINGS OF THE CITY COMMISSION ARE ESTABLISHED BY RESOLUTION. SCHEDULED MEETING DATES ARE AVAILABLE ON THE CITY'S WEBSITE, DISPLAYED ON MBTV, AND ARE AVAILABLE IN THE OFFICE OF THE CITY CLERK. COMMISSION MEETINGS COMMENCE NO EARLIER THAN 8:30 A.M. GENERALLY THE CITY COMMISSION IS IN RECESS DURING THE MONTH OF AUGUST.

1. The Dr. Stanley Sutnick Citizens' Forum will be held during the first Commission meeting each month. The Forum is split into two (2) sessions, 8:30 a.m. and 1:00 p.m., or as soon as possible thereafter, provided that the Commission Meeting has not already adjourned prior to the time set for either session of the Forum. In the event of adjournment prior to the Stanley Sutnick Citizens' Forum, notice will be posted on MBTV, and posted at City Hall. Approximately thirty (30) minutes will be allocated for each session, with individuals being limited to no more than three (3) minutes or for a time period established by the Mayor. No appointment or advance notification is needed in order to speak to the Commission during this Forum.

2. Prior to every Commission meeting, an Agenda and backup material are published by the Administration. Copies of the Agenda may be obtained at the Office of the City Clerk on Thursday morning prior to the regularly scheduled City Commission meeting. The Agenda and backup materials are also available on the City's website: www.miamibeachfl.gov the Thursday prior to a regularly scheduled City Commission Meeting.

3. Any person requesting placement of an item on the Agenda must provide a written statement with his/her complete address and telephone number to the Office of the City Manager, 1700 Convention Center Drive, 4th Floor, Miami Beach, Fl 33139, briefly outlining the subject matter of the proposed presentation. In order to determine whether or not the request can be handled administratively, an appointment may be scheduled to discuss the matter with a member of the

City Manager's staff. "Requests for Agenda Consideration" will not be placed on the Agenda until after Administrative staff review. Such review will ensure that the issue is germane to the City's business and has been addressed in sufficient detail so that the City Commission may be fully apprised. Such written requests must be received in the City Manager's Office no later than noon on Monday of the week prior to the scheduled Commission meeting to allow time for processing and inclusion in the Agenda package. Presenters will be allowed sufficient time, within the discretion of the Mayor, to make their presentations and will be limited to those subjects included in their written requests.

4. Once an Agenda for a Commission Meeting is published, persons wishing to speak on item(s) listed on the Agenda, other than public hearing items and the Dr. Stanley Sutnick Citizens Forum, should call or come to City Hall, Office of the City Clerk, 1700 Convention Center Drive, telephone 305.673.7411, before 5:00 p.m., no later than the day prior to the Commission meeting and give their name, the Agenda item to be discussed, and if known, the Agenda item number.

5. All persons who have been listed by the City Clerk to speak on the Agenda item in which they are specifically interested, and persons granted permission by the Mayor, will be allowed sufficient time, within the discretion of the Mayor, to present their views. When there are scheduled public hearings on an Agenda item, IT IS NOT necessary to register at the Office of the City Clerk in advance of the meeting. All persons wishing to speak at a public hearing may do so and will be allowed sufficient time, within the discretion of the Mayor, to present their views.

6. If a person wishes to address the Commission on an emergency matter, which is not listed on the Agenda, there will be a period allocated at the commencement of the Commission Meeting when the Mayor calls for additions to, deletions from, or corrections to the Agenda. The decision as to whether or not the matter will be heard, and when it will be heard, is at the discretion of the Mayor. On the presentation of an emergency matter, the speaker's remarks must be concise and related to a specific item. Each speaker will be limited to three minutes, or for a longer or shorter period, at the discretion of the Mayor.

**Legislative Tracking**
Office of the City Clerk

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

SUBJECT: USE OF AUDIO-VISUAL EQUIPMENT IN THE COMMISSION CHAMBERS FOR PRESENTATIONS DURING PUBLIC MEETINGS.

---

## RECOMMENDATION

See LTC No. 531-2016 attached.

## Legislative Tracking

Marketing and Communications

## ATTACHMENTS:

**Description**

- LTC

MIAMIBEACH

OFFICE OF THE CITY MANAGER

NO. LTC# **531-2016**

# LETTER TO COMMISSION

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 9, 2016

SUBJECT: **USE OF AUDIO VISUAL EQUIPMENT IN THE COMMISSION CHAMBERS FOR PRESENTATIONS DURING PUBLIC MEETINGS**

The purpose of this Letter to Commission is to advise the Mayor and Commission of new guidelines designed by the Office of Communications for showing presentations, images, videos or any other audio visual communications in the commission chambers during public meetings.

During recent commission meetings we have experienced a number of technical issues with the audio visual (AV) equipment in the chambers. As we all work to be efficient and effective during commission meetings, the forced breaks in the meetings to set up the AV for unexpected presentations, or other videos or images, are the cause of unnecessary delays.

In an effort to allow staff to provide timely set-up of these presentations, as well as allow us an opportunity to review any content prior to showing it at public meeting, effective January 1, 2017 anyone (general public as well as city staff) wishing to use the AV equipment must submit their presentation, video, or link 24 hours prior to the meeting in order to have the opportunity to have it played during the meeting.

The following changes will be taking place to ensure this:

1. The laptop that currently resides at the podium will be moved into the control room and the AV cable will be removed from the podium.
2. People wishing to have something shown during public meetings must submit their requests 24 hours prior to the meeting by:
    a. Email at: communications@miamibeachfl.gov
    b. Hand delivered on a jump drive or CD to the communications office at 1701 Meridian Avenue, Miami Beach, FL 33139
    c. IT is working on a cloud-based or FTP option for uploading

When submitting the items to be presented they must reference the item number in the title and be in either PDF, PowerPoint or .MP4 format, or a link to an online video.

The communications department will also work with the Clerk's office to ensure that the public notices and agendas remind the public of these new procedures.

We look forward to assisting in making sure that commission meetings run as efficiently and effectively as possible.

JLM/MM/TD

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Rafael E. Granado, City Clerk
DATE: July 31, 2019

SUBJECT: 2019 COMMISSION MEETING DATES.

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**ANALYSIS**
See attached.

**Legislative Tracking**
Office of the City Clerk

**ATTACHMENTS:**

**Description**

- Attachment

MIAMI BEACH

# 2019 CITY COMMISSION MEETING DATES

| **Commission Meetings Start at 8:30 a.m. (unless noted)** | **Presentations & Awards/Commission Meetings Start at 5:00 p.m. (unless noted)** |
|---|---|
| January 8 (Tuesday) @ 9:00 a.m. Commission/RDA Workshop - Lincoln Road Master Plan | |
| January 16 (Wednesday) | January 23 (Wednesday) |
| January 29 (Tuesday) @ 9:00 a.m. Commission Goals Conference | |
| February 13 (Wednesday) | P&A will be heard in the February 13 meeting |
| February 19 (Tuesday) @ 2:00 p.m. Committee of the Whole | |
| March 4 (Monday) @ 12:59 p.m. Special Commission Meeting | |
| March 4 (Monday) @ 1:00 p.m. G.O. Bond Commission Workshop | |
| March 13 (Wednesday) | P&A will be heard in the March 13 meeting |
| March 19 (Tuesday) @ 8:00 a.m. Special Commission Meeting | |
| April 10 (Wednesday) | April 24 (Wednesday) |
| April 16 (Tuesday) @ 9:00 a.m. Washington Avenue Workshop | |
| May 8 (Wednesday) | May 22 (Wednesday) |
| May 21 (Tuesday) @ 9:30 a.m. Commission Budget Workshop | |
| June 5 (Wednesday) | June 26 (Wednesday) |
| July 15 (Monday) @ 8:00 a.m. Commission Transportation Workshop | |
| July 17 (Wednesday) | P&A will be heard in the July 17 meeting |
| July 31 (Wednesday) @ 11:00 a.m. Special Commission Meeting | |
| ***August - City Commission in recess*** | |
| September 11 (Wednesday) | P&A will be heard in the September 11th meeting |
| September 25 (Wednesday) 2nd Budget Meeting @ 5:01 p.m. | |
| October 16 (Wednesday) | October 30 (Wednesday) |
| November 12* (Tuesday) | |
| November 25* (Monday) | |
| December 11 (Wednesday) | P&A will be heard in the December 11th meeting |

*Election Related Only

**In those cases where the Regular Commission Meeting is combined with the P&A Meeting, Presentations will start at 5:00 p.m., unless noted otherwise.**

Meetings are held in the City Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, unless noticed otherwise.

The Dr. Stanley Sutnick Citizens' Forum will be held during the first Commission meeting each month. The Forum will be split into two (2) sessions, 8:30 a.m. and 1:00 p.m. Approximately thirty (30) minutes will be allocated per session, with individuals being limited to no more than three (3) minutes. No appointment or advance notification is needed in order to speak to the Commission during this Forum.

Updated on: 3/18/19

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MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Rafael E. Granado, City Clerk
DATE: July 31, 2019

SUBJECT: ADVERTISEMENTS.

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**Legislative Tracking**
Office of the City Clerk

**ATTACHMENTS:**

**Description**

- Advertisements / Public Notices

MIAMIBEACH

# CITY OF MIAMI BEACH
# NOTICE OF PUBLIC HEARINGS
## JULY 31, 2019

**NOTICE IS HEREBY** given that the following public hearings will be heard by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 31, 2019,** at the time listed, or as soon thereafter as the matter can be heard:

**11:05 a.m. Second Reading Public Hearing**
HEIGHT INCREASE FOR GROUND LEVEL ADDITIONS ON OCEANFRONT LOTS IN THE ARCHITECTURAL DISTRICT
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," BY AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, ENTITLED "DISTRICT REGULATIONS," DIVISION 3, ENTITLED "RESIDENTIAL MULTIFAMILY DISTRICTS," SUBDIVISION V, ENTITLED "RM-3 RESIDENTIAL MULTIFAMILY, HIGH INTENSITY," BY AMENDING SECTION 142-246, ENTITLED "DEVELOPMENT REGULATIONS AND AREA REQUIREMENTS," TO INCREASE THE HEIGHT LIMIT FOR GROUND FLOOR ADDITIONS MEETING CERTAIN REQUIREMENTS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

**11:20 a.m. Second Reading Public Hearing**
TC-C DISTRICT CO-LIVING UNIT DENSITY CALCULATIONS COMPREHENSIVE PLAN AMENDMENT
AN ORDINANCE AMENDING THE CITY OF MIAMI BEACH YEAR 2025 COMPREHENSIVE PLAN, BY AMENDING CHAPTER 1, ENTITLED "FUTURE LAND USE ELEMENT"; OBJECTIVE 1, ENTITLED "LAND DEVELOPMENT REGULATIONS," AT POLICY 1.2, "TOWN CENTER - CENTRAL CORE CATEGORY (TC-C)," TO MODIFY HOW CO-LIVING UNITS AFFECT MAXIMUM DENSITY CALCULATIONS; AND AMENDING CHAPTER 3, ENTITLED "HOUSING ELEMENT," OBJECTIVE 1, ENTITLED "CREATION AND/OR PRESERVATION OF AFFORDABLE HOUSING" TO PROVIDE FOR THE DEVELOPMENT OF CO-LIVING UNITS IN ORDER TO ENCOURAGE THE DEVELOPMENT OF HOUSING AT AN ATTAINABLE RATE; AND PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. *This Ordinance is being heard pursuant to Section 118-166 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

**11:25 p.m. Second Reading Public Hearing**
TC-C DISTRICT CO-LIVING UNIT DENSITY CALCULATIONS LAND DEVELOPMENT REGULATIONS
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," BY AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, ENTITLED "DISTRICT REGULATIONS," DIVISION 21, ENTITLED "TOWN CENTER-CENTRAL CORE (TC-C) DISTRICT," TO MODIFY HOW THE MAXIMUM NUMBER OF CO-LIVING UNITS IS CALCULATED, MODIFY THE MAXIMUM NUMBER OF CO-LIVING UNITS, AND MODIFY HOW CO-LIVING UNITS AFFECT MAXIMUM DENSITY CALCULATIONS; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

**11:45 a.m. Second Reading Public Hearing**
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON SECOND READING/PUBLIC HEARING OF THIS RESOLUTION, THE VACATION OF THAT PORTION OF (1) THE NORTHERN HALF OF AN ALLEY KNOWN AS "ABBOTT COURT," CONSISTING OF APPROXIMATELY 3,522 SQUARE FEET IN TOTAL LOT AREA; AND (2) THE ALLEY KNOWN AS "NORMANDY BEACH COURT," CONSISTING OF APPROXIMATELY 1,000 SQUARE FEET IN TOTAL LOT AREA, WITH THE FOREGOING ALLEYS LOCATED BETWEEN BYRON AVENUE AND ABBOTT AVENUE, FROM 71ST STREET TO 72ND STREET (COLLECTIVELY, THE "CITY ALLEYS"), IN FAVOR OF THE ABUTTING PROPERTY OWNERS, ABBOTT AVENUE PARTNERS, LLC; PUMPS AT 71, LLC; AND 7433 COLLINS AVE. CORP. (THE "APPLICANT"); FURTHER, PROVIDING THAT THE VACATION OF THE CITY ALLEYS SHALL BE SUBJECT TO AND CONDITIONED UPON THE APPLICANT'S DELIVERY OF CERTAIN PUBLIC BENEFITS TO THE CITY, INCLUDING THE DEDICATION OF THE SOUTHERN FORTY (40) FEET OF 7117 BYRON AVENUE, CONNECTING BYRON AVENUE TO ABBOTT COURT, AND CONSISTING OF A TOTAL OF 4,740 SQUARE FEET (THE "NEW CITY ALLEY"), WITH APPROXIMATELY 2,542 SQUARE FEET OF THE NEW CITY ALLEY TO BE DEDICATED FOR PUBLIC USE AS AN ALLEY FOR PEDESTRIAN AND VEHICULAR TRAVEL, AND WITH APPROXIMATELY 2,198 SQUARE FEET OF THE NEW CITY ALLEY TO BE DEDICATED AS A NEW STORMWATER RETENTION AREA, AND IMPROVED AS A BIOSWALE, AT APPLICANT'S SOLE COST AND EXPENSE; FURTHER, WAIVING, BY 5/7TH VOTE, THE COMPETITIVE BIDDING REQUIREMENT, PURSUANT TO SECTION 82-38 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY. *This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Public Works Department at 305.673.7080.*

**11:50 a.m. Public Hearing**
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE EIGHTH AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2018/19. *This Resolution is being heard pursuant to §§166.041 and 166.241 F.S. Inquiries may be directed to the Office of Budget & Performance Improvement at 305.673.7510.*

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

**Ad 073119-05**

MIAMIBEACH

# CITY OF MIAMI BEACH
# NOTICE OF PUBLIC HEARINGS

## ORDINANCES AMENDING THE COMPREHENSIVE PLAN AND THE LAND DEVELOPMENT RELATIONS RELATING TO ACCESSORY DWELLING UNITS (ADU)

## JULY 31, 2019

**NOTICE IS HEREBY** given that the following **Second Readings Public Hearings** will be heard by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 31, 2019** at the times listed, or as soon thereafter as the matter can be heard:

**11:10 a.m. Second Reading Public Hearing**

ACCESSORY DWELLING UNITS (ADU) - COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING THE CITY OF MIAMI BEACH YEAR 2025 COMPREHENSIVE PLAN, BY AMENDING CHAPTER 1, ENTITLED "FUTURE LAND USE ELEMENT;" OBJECTIVE 1, ENTITLED "LAND DEVELOPMENT REGULATIONS," AT POLICY 1.2, "SINGLE FAMILY RESIDENTIAL CATEGORY (RS)," TO ALLOW FOR ACCESSORY AND CONDITIONAL USES AS PROVIDED FOR IN THE LAND DEVELOPMENT REGULATIONS AND TO PROVIDE THAT ACCESSORY DWELLING UNITS DO NOT COUNT TOWARDS MAXIMUM DENSITY LIMITS; AND AMENDING CHAPTER 3, ENTITLED "HOUSING ELEMENT," OBJECTIVE 1, ENTITLED "CREATION AND/OR PRESERVATION OF AFFORDABLE HOUSING" AND "OBJECTIVE 3," ENTITLED "ADEQUATE SITES AND DISTRIBUTION OF HOUSING FOR VERY LOW TO MODERATE-INCOME HOUSEHOLDS; AND ADEQUATE SITES FOR MOBILE AND MANUFACTURED HOMES," TO PROVIDE FOR THE DEVELOPMENT OF ACCESSORY DWELLING UNITS IN ORDER TO ENCOURAGE THE DEVELOPMENT OF HOUSING AT AN ATTAINABLE RATE; AND PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. *This Ordinance is being heard pursuant to Section 118-166 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

**11:15 a.m. Second Reading Public Hearing**

ACCESSORY DWELLING UNITS (ADU) - LAND DEVELOPMENT REGULATIONS

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," BY AMENDING CHAPTER 114 OF THE CITY CODE, ENTITLED "GENERAL PROVISIONS," SECTION 114-1, ENTITLED "DEFINITIONS," TO ESTABLISH A DEFINITION FOR "ACCESSORY DWELLING UNIT" AND REMOVE THE DEFINITION OF "GUEST/ SERVANTS QUARTERS"; AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," DIVISION 2, ENTITLED "ACCESSORY USES," SECTION 142-905, ENTITLED "PERMITTED ACCESSORY USES IN SINGLE-FAMILY DISTRICTS," TO REPLACE GUEST/SERVANTS QUARTERS WITH ACCESSORY DWELLING UNIT AS AN ALLOWABLE ACCESSORY USE FOR SINGLE-FAMILY DISTRICTS, AND PROVIDE STANDARDS FOR THEIR DEVELOPMENT AND LEASING; AND AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," DIVISION 4, ENTITLED "SUPPLEMENTARY YARD REGULATIONS," SECTION 142-1132, ENTITLED "ALLOWABLE ENCROACHMENTS WITHIN REQUIRED YARDS," TO ALLOW FOR ACCESSORY DWELLING UNITS AS AN ALLOWABLE USE IN ACCESSORY BUILDINGS AND MODIFY THE MEASUREMENT OF HEIGHT FOR ACCESSORY BUILDINGS; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

**Ad: 073119-03**

MIAMIBEACH

# CITY OF MIAMI BEACH
# NOTICE OF PUBLIC HEARINGS
# ORDINANCES AMENDING THE COMPREHENSIVE PLAN AND CHANGING THE ZONING DISTRICT FOR PORTION OF OCEAN TERRACE, 74TH STREET AND 75TH STREET RIGHTS OF WAY
# JULY 31, 2019

**NOTICE IS HEREBY** given that the following public hearings will be heard by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 31, 2019** at the time listed, or as soon thereafter as the matter can be heard:

**11:30 a.m. Second Reading Public Hearing**

PORTION OF OCEAN TERRACE, 74TH STREET AND 75TH STREET RIGHTS OF WAY – COMPREHENSIVE PLAN AMENDMENT
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY OF MIAMI BEACH 2025 COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE CATEGORY PURSUANT TO SECTION 118-166 OF THE CITY CODE, AND PURSUANT TO SECTIONS 163.3181 AND SECTION 163.3187, FLORIDA STATUTES, BY CHANGING THE FUTURE LAND USE DESIGNATION FOR A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE OCEAN TERRACE RIGHT OF WAY (BETWEEN THE CENTERLINE OF 74TH STREET AND THE NORTHERN RIGHT OF WAY LINE OF 75TH STREET AS SHOWN ON THE PLAT OF THE TOWNSITE OF HARDING, RECORDED IN PLAT BOOK 34, PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY), AND LOCATED IN THE 75TH STREET RIGHT OF WAY BETWEEN OCEAN TERRACE AND COLLINS AVENUE, AND WHICH IS COMPRISED OF LESS THAN 10 ACRES, FROM THE CURRENT DESIGNATIONS OF PF, "PUBLIC FACILITY," AND ROS, "RECREATION AND OPEN SPACE," TO THE FUTURE LAND USE CATEGORIES OF CD-2, "COMMERCIAL MEDIUM INTENSITY" AND MXE, "MIXED-USE ENTERTAINMENT"; AND PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. *This Ordinance is being heard pursuant to Section 118-166 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

**11:35 a.m. Second Reading Public Hearing**

PORTION OF OCEAN TERRACE, 74TH STREET AND 75TH STREET RIGHTS OF WAY – ZONING DISTRICT CHANGE
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING DISTRICT MAP, CONSISTENT WITH THE REQUIREMENTS OF CITY CODE SECTION 142-72, "DISTRICT MAP," AND PURSUANT TO CITY CODE SECTION 118-162, "PETITIONS FOR CHANGES AND AMENDMENTS," BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE OCEAN TERRACE RIGHT OF WAY (BETWEEN THE CENTERLINE OF 74TH STREET AND THE NORTHERN RIGHT OF WAY LINE OF 75TH STREET AS SHOWN ON THE PLAT OF THE TOWNSITE OF HARDING, RECORDED IN PLAT BOOK 34, PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY), AND LOCATED IN THE 75TH STREET RIGHT OF WAY BETWEEN OCEAN TERRACE AND COLLINS AVENUE, AND WHICH IS COMPRISED OF LESS THAN 10 ACRES, FROM THE CURRENT ZONING CLASSIFICATION OF GU, "GOVERNMENT USE DISTRICT," TO CD-2, "COMMERCIAL MEDIUM INTENSITY DISTRICT," AND MXE, "MIXED-USE ENTERTAINMENT" AND EXTENDING THE BOUNDARY OF THE OCEAN TERRACE OVERLAY ZONE TO ENCOMPASS SAID PARCEL OF LAND; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

Interested parties are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

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Rafael E. Granado, City Clerk
City of Miami Beach

**Ad: 073119-06**

MIAMIBEACH

# CITY OF MIAMI BEACH
# NOTICE OF PUBLIC HEARING AND INTENT TO CONSIDER A DEVELOPMENT AGREEMENT
## July 31, 2019

**NOTICE IS HEREBY** given that a Second Reading/Public Hearing will be heard by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 31, 2019 at 11:40 a.m.**, or as soon thereafter as the matter can be heard, to consider:

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, APPROVING, FOLLOWING SECOND READING/PUBLIC HEARING, A DEVELOPMENT AGREEMENT AS AUTHORIZED UNDER SECTION 118-4 OF THE CITY CODE, AND SECTIONS 163.3220 – 163.3243, FLORIDA STATUTES, BETWEEN THE CITY AND 7400 OCEAN TERRACE, LLC, 7410 OCEAN TERRACE, LLC, 7420 OCEAN TERRACE INVESTMENT, LLC, 7436 OCEAN TERRACE, LLC, 7450 OCEAN TERRACE, LLC, 7441 COLLINS AVENUE INVESTMENT, LLC, 7439 COLLINS AVENUE INVESTMENT, LLC, 7433 COLLINS AVENUE INVESTMENT, LLC, 7421 COLLINS AVENUE INVESTMENT, LLC AND 7409 COLLINS AVENUE INVESTMENT, LLC (COLLECTIVELY, THE "DEVELOPER"), WHICH DEVELOPMENT AGREEMENT: (1) DELINEATES CONDITIONS FOR THE DEVELOPMENT OF THE PROPERTIES LOCATED AT 7409, 7421, 7433, 7435, 7437, 7439, 7441, AND 7449 COLLINS AVENUE, AND 7400, 7410, 7420, 7430, 7436, AND 7450 OCEAN TERRACE (COLLECTIVELY, THE "DEVELOPMENT SITE"), WITH SUCH DEVELOPMENT SITE TO BE DEVELOPED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY'S OCEAN TERRACE OVERLAY DISTRICT, AS SET FORTH IN SECTIONS 142-870 AND 142-870.1 OF THE CITY CODE; (2) MEMORIALIZES THE CONDITIONS FOR VACATING THE CITY'S RIGHT-OF-WAY AT OCEAN TERRACE, BETWEEN 74TH STREET AND 75TH STREET, AS WELL AS PORTIONS OF 74TH STREET AND 75TH STREET, BETWEEN OCEAN TERRACE AND COLLINS AVENUE (COLLECTIVELY, THE "CITY RIGHT-OF-WAY AREAS"); (3) GRANTS TO THE CITY A PERPETUAL EASEMENT ACROSS THE VACATED CITY RIGHT-OF-WAY AREAS FOR UTILITIES AND PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS; (4) PROVIDES FOR THE DEVELOPER'S DESIGN, PERMITTING, AND CONSTRUCTION OF CERTAIN PUBLIC PARK AND STREETSCAPE IMPROVEMENTS IN THE VICINITY OF OCEAN TERRACE, BETWEEN 73RD STREET AND 75TH STREET, AT DEVELOPER'S SOLE COST AND EXPENSE (EXCEPT FOR PAYMENT OF CERTAIN CITY FEES); AND (5) WITH THE FOREGOING SUBJECT TO AND CONTINGENT UPON DEVELOPER'S SATISFACTION OF THE CONDITIONS SET FORTH IN THE DEVELOPMENT AGREEMENT AND THE CITY COMMISSION'S VACATION OF THE CITY RIGHT-OF-WAY AREAS AND ENACTMENT OF CERTAIN AMENDMENTS TO THE CITY'S FUTURE LAND USE MAP AND ZONING MAP, AT ITS SOLE DISCRETION.**

**PROPERTIES**: The Development Site consists of 7409 Collins Avenue (02-3202-003-0120), 7421 Collins Avenue (02-3202-003-0110), 7433 Collins Avenue (02-3202-003-0100), 7435 Collins Avenue (02-3202-003-0090), 7437 Collins Avenue (02-3202-003-0090), 7439 Collins Avenue 02-3202-003-0090), 7441 Collins Avenue (02-3202-003-0080), And 7449 Collins Avenue (02-3202-003-0070), and 7400 Ocean Terrace (02-3202-003-0060), 7410 Ocean Terrace (02-3202-003-0050), 7420 Ocean Terrace (02-3202-003-0040), 7430 Ocean Terrace (02-3202-003-0030), 7436 Ocean Terrace (02-3202-003-0020), And 7450 Ocean Terrace (02-3202-003-0010).

**ZONING DISTRICTS**: The proposed Development Site is currently located within the Ocean Terrace Overlay District, and the two separate underlying zoning districts are designated as CD-2, "Commercial Medium Intensity," and MXE, "Mixed-Use Entertainment."

The proposed Development Agreement contemplates that the City Commission will approve amendments to the City's Future Land Use Map and Zoning Map, to: (a) amend the Future Land Use Map to change the designation of the portions of the City Right-of-Way Areas designated PF, "Public Facility," and ROS, "Recreation and Open Space," to the Future Land Use categories of CD-2, "Commercial Medium Intensity" and MXE, "Mixed-Use Entertainment"; and (b) amend the City's Zoning Map to rezone the City Right-of-Way Areas from the current zoning classification of GU, "Government Use District," to CD-2, "Commercial Medium Intensity" and MXE, "Mixed-Use Entertainment," and extending the boundary of the Ocean Terrace Overlay Zone to encompass the City Right-of-Way Areas.

**MAXIMUM HEIGHT**: Within the Ocean Terrace Overlay District, the maximum height of a main use residential building shall not exceed 235 feet; and the maximum height of a main use hotel building shall not exceed 125 feet. Architectural projections will comply with the terms of the Development Agreement and other applicable provisions of the City's Land Development Regulations.

**PERMITTED USES**: The current main permitted uses in the Ocean Terrace Overlay District are (a) apartments; (b) apartment/hotels; (c) hotels; (d) commercial; and (e) uses that serve alcoholic beverages. The City's Comprehensive Plan provides for population densities for the underlying future land use designations of 100 units per acre.

*A copy of the proposed Development Agreement is available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139.*

**INTERESTED PARTIES** are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This item is available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided. Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

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Rafael E. Granado, City Clerk
City of Miami Beach

**Ad 073119-01**

MIAMIBEACH

# CITY OF MIAMI BEACH
# NOTICE OF PUBLIC HEARING
## July 31, 2019

**NOTICE IS HEREBY** given that a Second Reading/Public Hearing will be heard by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 31, 2019 at 11:40 a.m.,** or as soon thereafter as the matter can be heard, to consider:

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, FOLLOWING SECOND READING/PUBLIC HEARING OF THIS RESOLUTION, THE VACATION OF THAT PORTION OF (1) OCEAN TERRACE, BETWEEN THE CENTERLINE OF 74TH STREET AND THE NORTHERN RIGHT-OF-WAY LINE OF 75TH STREET, WHICH CONSISTS OF A 60-FOOT WIDE RIGHT-OF-WAY CONTAINING APPROXIMATELY 25,200 SQUARE FEET IN TOTAL LOT AREA; (2) THE NORTH HALF OF 74TH STREET, BETWEEN OCEAN TERRACE AND COLLINS AVENUE, WHICH CONSISTS OF A 30-FOOT WIDE RIGHT-OF-WAY CONTAINING APPROXIMATELY 8,880 SQUARE FEET IN TOTAL LOT AREA; AND (3) A PORTION OF 75TH STREET, BETWEEN OCEAN TERRACE AND COLLINS AVENUE, WHICH CONSISTS OF A 40-FOOT WIDE RIGHT-OF-WAY CONTAINING APPROXIMATELY 11,840 SQUARE FEET IN TOTAL LOT AREA (COLLECTIVELY, THE "CITY RIGHT-OF-WAY AREAS"), IN FAVOR OF THE ABUTTING PROPERTY OWNERS, 7400 OCEAN TERRACE, LLC, 7410 OCEAN TERRACE, LLC, 7420 OCEAN TERRACE INVESTMENT, LLC, 7436 OCEAN TERRACE, LLC, 7450 OCEAN TERRACE, LLC, AND 7441 COLLINS AVENUE INVESTMENT, LLC (COLLECTIVELY, THE "DEVELOPER") AND G & V REALTY, LLC, THE OWNER OF 7401 COLLINS AVENUE; CONDITIONING THE VACATION UPON THE CITY COMMISSION'S APPROVAL OF, AND DEVELOPER'S SATISFACTION OF, CERTAIN TERMS AND CONDITIONS, TO BE SET FORTH IN A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND DEVELOPER, WHICH CONDITIONS SHALL, AMONG OTHER TERMS, REQUIRE THE DEVELOPER TO (1) GRANT TO THE CITY A PERPETUAL UTILITY, ROADWAY AND PEDESTRIAN ACCESS EASEMENT OVER, ACROSS AND UNDER THE CITY RIGHT-OF-WAY AREAS; AND (2) OBLIGATE THE DEVELOPER TO DEVELOP, DESIGN, AND CONSTRUCT, AT THE DEVELOPER'S SOLE COST AND EXPENSE (EXCEPT FOR PAYMENT OF CERTAIN CITY FEES), CERTAIN PUBLIC PARK AND STREETSCAPE IMPROVEMENTS IN THE VICINITY OF OCEAN TERRACE, BETWEEN 73RD STREET AND 75TH STREET, WITH SUCH PUBLIC IMPROVEMENTS HAVING A VALUE OF APPROXIMATELY FIFTEEN MILLION DOLLARS ($15,000,000); FURTHER, WAIVING, BY 5/7TH VOTE, THE COMPETITIVE BIDDING REQUIREMENT, PURSUANT TO SECTION 82-38 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY.**

This Resolution is being heard pursuant to Section 82-37 of the City of Miami Beach Code or Ordinances, and Section 1.03(b)(4) of the City Charter.

*A copy of the proposed Development Agreement that is related to this item is available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139.*

**INTERESTED PARTIES** are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This item is available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided. Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

**Ad 073119-02**

MIAMIBEACH

# CITY OF MIAMI BEACH
# NOTICE OF PUBLIC HEARING

## JULY 31, 2019

**NOTICE IS HEREBY** given that the following public hearing will be heard by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 31, 2019,** at the time listed, or as soon thereafter as the matter can be heard:

**11:55 a.m. Second Reading Public Hearing**
CIVIC & CONVENTION CENTER DISTRICT (CCC) HOTEL SETBACK REGULATIONS & MECHANICAL PARKING

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," BY AMENDING CHAPTER 142 OF THE CITY CODE, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, ENTITLED, "DISTRICT REGULATIONS," DIVISION 7, ENTITLED "CCC" CONVENTION CENTER DISTRICT," SECTION 142-366, ENTITLED "SETBACK REQUIREMENTS," TO MODIFY THE DEVELOPMENT REGULATIONS PERTAINING TO SETBACK REQUIREMENTS TO ACCOMMODATE THE DEVELOPMENT OF A CONVENTION HOTEL; BY AMENDING CHAPTER 130 OF THE CITY CODE, ENTITLED "OFF-STREET PARKING," ARTICLE II, ENTITLED "DISTRICTS; REQUIREMENTS," SECTION 130-36, ENTITLED "MECHANICAL AND ROBOTIC PARKING SYSTEMS," TO CREATE AN EXEMPTION FROM PLANNING BOARD REVIEW, IN ORDER TO ALLOW MECHANICAL PARKING IN THE CCC CIVIC & CONVENTION CENTER DISTRICT; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of this item is available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

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Rafael E. Granado, City Clerk
City of Miami Beach

**Ad 073119-07**

MIAMIBEACH

# CITY OF MIAMI BEACH
# COMMISSION MEETING PROCEDURES

## JULY 31, 2019

## AUDIO/VISUAL PRESENTATIONS

Members of the public may present audio/visual (AV) materials relating to Agenda Items at City Commission meetings held in the Commission Chamber by utilizing the City's AV equipment, provided that materials are submitted to the Department of Marketing and Communications by 8:30 a.m., one (1) business day prior to the meeting. Advance submittal of a presentation will allow the Communications Department to plan for the use of the appropriate AV equipment. AV materials may be submitted via email at communications@miamibeachfl.gov; or hand delivered in a jump drive, CD, or DVD to: Attention: Department of Marketing and Communications, 1701 Meridian Avenue, 5th Floor, Miami Beach, FL 33139. Presentations, videos, or links must include a label noting the name or group, contact person, daytime telephone number, email address, description/title of the presentation and Agenda Item Title as well as the Agenda Item number. Acceptable formats for electronic submission are .pdf, .ppt, .pptx, .pps, .ppsx, .wmv, .avi, and .mov. (Note that .pdf is the preferred format for PowerPoint presentations.)

To request materials in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

**Ad No. 073119-04**

MIAMIBEACH

# COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Office of the City Clerk
DATE: July 31, 2019

SUBJECT: TIME CERTAIN.

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**Legislative Tracking**
Office of the City Clerk

**ATTACHMENTS:**

**Description**

- Time Certain
- Agenda Item List

MIAMIBEACH

**Special Commission Meeting**
**TIME CERTAIN**
**July 31, 2019 (11:00 a.m.)**

| TIME | ITEM | TITLE |
|---|---|---|
| **11:04 a.m.**<br>**Time Certain** | R5 K | Evaluation & Appraisal Review - Comp. Plan Amendments. (Alemán) PL **1st Rdg** |
| **11:05 a.m.**<br>**Public Hearing** | R5 A | Height Increase/Grand Oceanfront Lots/Architectural District. (Arriola/Alemán/ Malakoff) PL **2nd Rdg 5/7** |
| **11:10 a.m.**<br>**Public Hearing** | R5 B | Accessory Dwelling Units (ADU) - Comp. Plan Amendment. (Arriola) PL **2nd Rdg** |
| **11:15 a.m.**<br>**Public Hearing** | R5 C | Accessory Dwelling Units (ADU) – LDRs (Arriola) PL **2nd Rdg, 5/7** |
| **11:20 a.m.**<br>**Public Hearing** | R5 D | TC-C Dist. Co-Living Unit Density Cal.-Comp Plan Amend. (Alemán) PL **2nd Rdg** |
| **11:25 a.m.**<br>**Public Hearing** | R5 E | TC-C Dist. Co-Living Unit Density Calculations-LDR Regs. (Alemán) PL **2nd Rdg, 5/7** |
| **11:40 a.m.**<br>**Public Hearing** | R7 A2<br><br>R7 A1<br><br>R5 F<br><br>R5 G | Vacation of Portion of Ocean Terrace 74th & 75th Street. PW **2nd Rdg, 6/7**<br><br>Development Agreement of Ocean Terrace 74th & 75th Street. PW **2nd Rdg**<br><br>Portion of Ocean Terr. 74 & 75 St. ROW- Comp. Plan. (Arriola) PL **2nd Rdg**<br><br>Portion of Ocean Terr. 74 & 75 St. ROW- Zoning Dist. Change. (Arriola) **2nd Rdg, 5/7** |
| **11:45 a.m.**<br>**Public Hearing** | R7 B | Vacate Abbott Court Alley & Normandy Beach Court. (Malakoff) PW 6/7 **2nd Rdg, 6/7th** |
| **11:50 a.m.**<br>**Public Hearing** | R7 C | Adopt 8th Amendment to FY 2018/19 Capital Budget. OBPI |
| **11:55 a.m.**<br>**Public Hearing** | R5 H | Civic & Convention Center District Hotel Setback Regs./Mechanical Parking. (Gelber) PL **2nd Rdg, 5/7** |
| **1:00 p.m.**<br>**Time Certain** | R7 G | Accept Recommendation, 72nd Street Park, Library & Aquatic Ctr. (Alemán) CIP |
| **1:15 p.m.**<br>**Time Certain** | R7 H | Update Lincoln Road Redevelopment Project/Authorize Bidding & Construction. CIP (Gelber) |
| **1:20 p.m.**<br>**Time Certain** | R7 K | Declare October 2019, Disability Awareness Month. (Góngora/Malakoff) |
| **SUPPLEMENTAL 1** | C7 A<br><br>C7 D | Appropriate Funds, FDOT Funding Agreement for Indian Creek Drive. GM **(Memorandum)**<br><br>Award ITB 2019-231-KB, Indian Creek Phase III Improvements for 25th - 41st St. PW/PR **(Memorandum, Resolution, & Attachment)** |

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|---|---|---|
| | C7 F | Endorse Sister City Affiliation w/ City of Cascais, Portugal. CM **(Resolution)** |
| | R7 A2 | Vacation of Portion of Ocean Terrace 74th & 75th Street. PW **(Resolution)** |
| | R7 C | Adopt 8th Amendment to FY 2018/19 Capital Budget. OBPI **(Memorandum & Resolution)** |
| | R7 D | Set Proposed Millage/Debt Service & Rolled Back Rate FY 19/20. OBPI **(Resolution)** |
| | R7 E | Set Proposed Millage/Debt Service & Rolled Back Rate, Normandy Shores FY 19/20. OBPI **(Resolution)** |
| | R7 G | Accept Recommendation, 72nd Street Park, Library & Aquatic Ctr. (Alemán) CIP **(Resolution)** |
| | R7 H | Update Lincoln Road Redevelopment Project & Authorize Bidding & Construction. CIP (Gelber) **(Memorandum & Attachment)** |
| **SUPPLEMENTAL 2** | C7 A | Appropriate Funds, FDOT Funding Agreement for Indian Creek Drive. GM **(Resolution)** |
| | C7 G | Approve Restaurant Crawl in Conjunction w/ North Bay Village. (Arriola) ED **(Resolution)** |
| | R5 C | Accessory Dwelling Units (ADU) – LDRs (Arriola) PL **5/7 (Updated Ordinance)** |
| | R7 A1 | Development Agreement of Ocean Terrace 74th & 75th Street. PW **(Supplemental Memorandum)** |
| | R7 F | Waive Bidding, Demolish 6979 Collins Avenue. BD 5/7 **(Resolution)** |
| **ADDENDUM 1** | R9 E | Discuss Iguana Remediation Strategies Within the City of Miami Beach. (Gelber/Góngora) |
| **NOTATIONS** | | Add Commissioner Góngora as Co-sponsor of items C7 I, R7 L and R9 E; and as Sponsor of item C7 O.<br><br>Add Commissioner Malakoff as Co-sponsor of item R7 K.<br><br>Add Commissioner Samuelian as Co-sponsor of item R7 L.<br><br>A Handout is distributed for item C7 I (Hispanics that Shaped the History of CMB). |
| **CORRECTIONS** | C2 A | In the Memorandum, under Analysis, 4th Paragraph, 2nd Sentence, make the following corrections: … Additionally, bus shelter inventory will be expanded to approximately total of ~~284~~ 311 units with approximately ~~377~~ 584 visible faces … |
| **WITHDRAWALS** | C7 J | MOU for PD Training & Access to FL's Facial Recognition Network. PD |

***Unless indicated with an asterisk (*), all Addendum items listed above were approved by the Mayor for inclusion in the agenda, and do not need a 5/7th vote to be added (pursuant Ordinance 2015-3954).***

***The sponsor of the addendum agenda item deems that such item either constitutes a public emergency affecting life, health, property, or public safety and should be considered immediately; or does not constitute a public emergency, but should be considered immediately. See Miami Beach Code Sec. 2-12 (c)(3).***

MIAMIBEACH

**Special Commission Meeting**
**AGENDA ITEM LIST**
**July 31, 2019 (11:00 a.m.)**

**CONSENT AGENDA**

C2 A Issue RFP 2019-306-KB, Rev Share, Construction/Oper./Maintain New Bus Shelters. TR/PR

C4 A Ref: FCWPC - Explore Increased Funding - Housing for Homeless. (Samuelian)
C4 B Ref: FCWPC/BAC - Increase Annual Funding for PAYGO Fund. (Samuelian)
C4 C Ref: NCAC - 41st Street Blue Ribbon Committee Motions. (Samuelian)
C4 D Ref: SRC - Rqmts. Higher Elevation New Construction/Commercial Property. (Alemán) PL

C6 A Report: June 28, 2019 Finance and Citywide Projects Committee Meeting. FN

C7 A Appropriate Funds, FDOT Funding Agreement for Indian Creek Drive. GM **SM1/SM2**
C7 B Award RFQ 2019-208-ND, A&E Design Services - New Fire Station No. 1. CIP/PR
C7 C Award RFQ 2019-234-ND, L.U., Mobility & Econ Development Study Entertainment Dist. ED/PR
C7 D Award ITB 2019-231-KB, Indian Creek Phase III Improvements for 25th-41st St. PW/PR **SM1**
C7 E Award RFQ 2019-122-WG, Sponsorship & Naming Rights Consulting Services. MC/PR
C7 F Endorse Sister City Affiliation w/ City of Cascais, Portugal. CM **SM1**
C7 G Approve Restaurant Crawl in Conjunction w/ North Bay Village. (Arriola) ED **SM2**
C7 H Execute Statewide Mutual Aid Agreement (SMAA). EM
C7 I Accept Recomm, Create Historic Archives Videos for Hispanic Heritage. (Samuelian/Góngora) MC
C7 J **W-** MOU for PD Training & Access to FL's Facial Recognition Network. PD
C7 K Approve FCWPC/NCAC Recomm Fund/Locate Historic Markers. (Alemán/Samuelian) PL
C7 L Amendment 2, Sabrina Cohen Foundation Agreement. (Malakoff) P&R
C7 M Accept Recommendation, Amend Van Daalen Tennis LLC Pilot Agmt. P&R
C7 N Marian Del Vecchio Commemorative Plaque Set PH. P&R (City Commission)
C7 O Request M-DCPS Designate 41st St. & Jefferson Ave. a Safe Route to School. TR (Góngora)

**REGULAR AGENDA**

R5 A **11:05 a.m. 2nd Rdg,** Hght Incr./Grand Oceanfront Lots/Arch. Dist. (Arriola/Alemán/Malakoff) PL **5/7**

R5 B **11:10 a.m. 2nd Rdg,** Accessory Dwelling Units (ADU) - Comp. Plan Amendment. (Arriola) PL
R5 C **11:15 a.m. 2nd Rdg,** Accessory Dwelling Units (ADU) - LDRs (Arriola) PL **5/7** **SM2**
R5 D **11:20 a.m. 2nd Rdg,** TC-C Dist. Co-Living Unit Density Cal.-Comp Plan Amend. (Alemán) PL
R5 E **11:25 a.m. 2nd Rdg,** TC-C Dist. Co-Living Unit Density Calculations-LDR Regs. (Alemán) PL **5/7**
R5 F **11:40 a.m. 2nd Rdg,** Portion of Ocean TR. 74 & 75 ST ROW, Comp. Plan. (Arriola) PL
R5 G **11:40 a.m. 2nd Rdg,** Portion of Ocean TR. 74 & 75 ST ROW, Zoning Dist. Change. (Arriola) **5/7**
R5 H **11:55 a.m. 2nd Rdg,** Civic & Conv. Ctr. Dist. Hotel Setback Regs/Mech. Parking. (Gelber) PL **5/7**
R5 I **1st Rdg,** Ch. 46, Hours Prohibiting Power Tools/Landscaping Equip. (Samuelian/Góngora) CO
R5 J **1st Rdg,** Ch. 2, Enumeration of Organizational Units - Departments. (Arriola) HR
R5 K **11:04 a.m. 1st Rdg,** Evaluation & Appraisal Review - Comp. Plan Amendments. (Alemán) PL

R7 A1 **11:40 a.m. 2nd Rdg,** Development Agreement of Ocean Terrace 74th & 75th Street. PW **SM2**
R7 A2 **11:40 a.m. 2nd Rdg,** Vacation of Portion of Ocean Terrace 74th & 75th Street. PW **6/7** **SM1**
R7 B **11:45 a.m. 2nd Rdg,** Vacate Abbott Ct. Alley & Normandy Beach CT. (Malakoff) PW **6/7**
R7 C **11:50 a.m. PH,** Adopt 8th Amendment to FY 2018/19 Capital Budget. OBPI **SM1**
R7 D Set Proposed Millage/Debt Service & Rolled Back Rate FY 19/20. OBPI **SM1**
R7 E Set Proposed Millage/Debt Service & Rolled Back Rate, Normandy Shores FY 19/20. OBPI **SM1**

**REGULAR AGENDA**

R7 F Waive Bidding, Demolish 6979 Collins Avenue. BD **5/7** **SM2**
R7 G **1:00 p.m.** Accept Recommendation, 72nd Street Park, Library & Aquatic Ctr. (Alemán) CIP **SM1**
R7 H **1:15 p.m.** Update Lincoln Rd. Redev. Project/Authorize Bidding & Construction. CIP (Gelber) **SM1**
R7 I Ratify 3-Year Labor Agreement w/ Fraternal Order of Police (FOP). HR
R7 J Purchase Electric Motors - Standardize Vertical & Horizontal Turbine Pumps. PW **5/7**
R7 K **1:20 p.m.** Declare October 2019, Disability Awareness Month. (Góngora/Malakoff)
R7 L Urge FDEP Grant MD-C One-Time Permit Removal of Seaweed. (Gelber/Samuelian/Góngora)

R9 A Status/Update on the Miami Beach Hall of Fame. (Steinberg)
R9 B Discuss Process for Affordable Housing Availability Waitlist. (Góngora)
R9 C Discuss Update on the City of Miami Beach Health Fair. (Góngora)
R9 D Discuss LGBTQ Advisory Committee's July 9 Motion. (Góngora)
R9 E Discuss Iguana Remediation Strategies Within the City of Miami Beach. (Gelber/Góngora) **AM1**

**OBPI=Office of Budget & Performance Improvement / BD=Building / CIP=Capital Improvement Projects / CA=Office of the City Attorney / CC=Office of the City Clerk / CO = Code Compliance / CM=Office of the City Manager / ED=Economic Development / EM=Emergency Management / EN=Environmental & Sustainability / FD=Fire Dept. / FM=Fleet Management / FN=Finance / GM=Grants Management / HCS=Housing & Community Services / HR=Human Resources / IA=Internal Audit / IT=Information Technology / Mayor's Office=MO / MC=Marketing & Communications / ODPI = Organizational Development Performance Initiatives / PK=Parking / P&R=Parks & Recreation / PL=Planning / PD=Police / PR=Procurement / PM=Property Management / PW=Public Works / TC=Tourism & Culture / TR=Transportation**

**D-Deferred; W-Withdrawn; O/C-Open & Continued; SM-Supplemental; AM-Addendum; T-Table**