

MIAMI BEACH

City Commission Meeting SUPPLEMENTAL MATERIAL 2

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
June 8, 2016

Mayor Philip Levine
Commissioner John Elizabeth Alemán
Commissioner Ricky Arriola
Commissioner Michael Grieco
Commissioner Joy Malakoff
Commissioner Kristen Rosen Gonzalez
Commissioner Micky Steinberg

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

Visit us at www.miamibeachfl.gov for agendas and video "streaming" of City Commission Meetings.

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 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 City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

SUPPLEMENTAL AGENDA

R5 - Ordinances

- R5J1 An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 3 Entitled "Lobbyists", Section 2-482(a)(4) Thereof, By Requiring A Lobbyist Who Has Within The Past Election Cycle Provided Campaign Consulting Services To An Incumbent Member Of The City Commission To Disclose Such Particular Service On His/Her Lobbyist Registration Form, Providing Definitions, Providing For Repealer, Severability, Codification, And An Effective Date.

(Sponsored by Commissioner Kristen Rosen Gonzalez)

(Legislative Tracking: Office of the City Attorney)

(Correction Memorandum)

R7 - Resolution

R7D A Resolution Pursuant To Section 82-37, Of The City Code, Approving On First Reading, And Further Setting A Second Reading/Public Hearing To Obtain Citizen Input On, The Vacation Of 2,000 Square Feet Within The Alley Known As Alton Court (Hereinafter The "Alley"); Said Vacation In Favor Of The Adjacent Property Owners, 1681 West Ventures, LLC And 1698 Alton Road Ventures, LLC (Collectively The "Developer"); Waiving By 5/7th Vote, The Competitive Bidding Requirement, Pursuant To Sections 82-39(a), Of The City Code, Finding That The Public Interest Would Be Served By Waiving Such Condition; And Further Conditioning The Vacation Of The Alley On: (1) The Issuance By The City Of Two Quit Claim Deeds; (2) The Granting Of An Access And Use Easement By The Developer To The City; And (3) The Final Approval And Execution Of A Development Agreement Between The City And The Developer; And Further Referring This Item To The Finance And Citywide Projects Committee, As Required By Section 82-37(a)(1), Of The City Code. **First Reading**

(Public Works)

(Memorandum & Resolution)

R7F A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee And Approving A Term Sheet, Attached Hereto As Exhibit 1, For The Development Of A "Green Alley" At Española Way East/14th Place And Ocean Court; And Authorizing The Administration And City Attorney To Negotiate A Development Agreement Based Upon The Approval Of The Term Sheet.

(Public Works)

(Memorandum & Resolution)

R7U A Resolution As It Pertains To The City Construction Project Referred To As The "Indian Creek Drive/State Road (SR) A1A, 26 Street To 41 Street - Flooding Mitigation Project" [Hereinafter "Project"], And, With Respect To The Project, Accepting The Findings And Recommendation Of The City Manager Certifying A Valid Public Emergency Pursuant To Subsections 287.055(3)(a)(1) And (9)(c)(6), Florida Statutes; And, As Permitted Pursuant To Subsection 2-367(e) Of The City Code, Waiving, By 5/7th Vote, The Competitive Bidding Requirement Relating To This Procurement, Finding Such Waiver To Be In The Best Interest Of The City, And Authorizing The City Manager To Negotiate A Professional Services Agreement With Ribbeck Engineering, In An Amount Not To Exceed \$407,851, For The Preparation Of A Design Criteria Package (DCP) And Conceptual Plans Which Complies With The Specifications Set Forth Under Section 287.055(2)(j), Florida Statutes.

(Public Works)

(Revised Memorandum & Resolution)

MIAMI BEACH

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

COMMISSION MEMORANDUM

**TO: MAYOR PHILIP LEVINE
MEMBERS OF THE CITY COMMISSION
JIMMY L. MORALES, CITY MANAGER**

FROM: RAUL J. AGUILA 
CITY ATTORNEY

DATE: JUNE 8, 2016

SUBJECT: CORRECTION TO AGENDA ITEMS R5J/R5J1

Agenda Item R5J, entitled, "AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING MIAMI BEACH CITY CODE CHAPTER 2, ARTICLE VII, DIVISION 5, ENTITLED "CAMPAIGN FINANCE REFORM," BY ADDING THERETO SECTION 2-491 ENTITLED "PROHIBITED LOBBYING BY CAMPAIGN CONSULTANTS," PROHIBITING CAMPAIGN CONSULTANTS AND CERTAIN AFFILIATED PERSONS OR ENTITIES FROM LOBBYING CITY COMMISSION FOR 12 MONTHS SUBSEQUENT TO SWEARING IN OF SUBJECT ELECTED OFFICIAL(S), ESTABLISHING DEFINITIONS, AND LIMITED EXEMPTION; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE," should not be before the City Commission, for consideration on First Reading.

It should be replaced by Agenda Item R5J1 entitled, "AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING MIAMI BEACH CITY CODE CHAPTER 2, ARTICLE VII, DIVISION 3 ENTITLED "LOBBYISTS", SECTION 2-482(A)(4) THEREOF, BY REQUIRING A LOBBYIST WHO HAS WITHIN THE PAST ELECTION CYCLE PROVIDED CAMPAIGN CONSULTING SERVICES TO AN INCUMBENT MEMBER OF THE CITY COMMISSION TO DISCLOSE SUCH PARTICULAR SERVICE ON HIS/HER LOBBYIST REGISTRATION FORM, PROVIDING DEFINITIONS, PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE."

At its meeting on April 27, 2016, the City Commission deferred the Ordinance in Item R5J, and instead directed the City Attorney to come back with an alternate version of the Ordinance, for First Reading on June 8, 2016. **That alternate version, and the only Ordinance that should be before the City Commission on June 8, 2016 for First Reading, is contained in Agenda Item R5J1.**

Therefore, please revise the Agenda to delete Agenda Item R5J; the only Ordinance that should be before the City Commission is the one in Agenda Item RJ51.

RJA:mmm

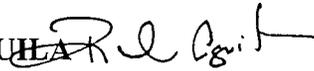


MIAMI BEACH

OFFICE OF THE CITY ATTORNEY
RAUL J. AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

TO: MAYOR PHILIP LEVINE
MEMBERS OF THE CITY COMMISSION
CITY MANAGER JIMMY MORALES

FROM: RAUL J. AGUILA 
CITY ATTORNEY

DATE: JUNE 8, 2016

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING MIAMI BEACH CITY CODE CHAPTER 2, ARTICLE VII, DIVISION 3 ENTITLED "LOBBYISTS", SECTION 2-482(a)(4) THEREOF, BY REQUIRING A LOBBYIST WHO WHO HAS WITHIN THE PAST ELECTION CYCLE PROVIDED CAMPAIGN CONSULTING SERVICES TO AN INCUMBENT MEMBER OF THE CITY COMMISSION TO DISCLOSE SUCH PARTICULAR SERVICE ON HIS/HER LOBBYIST REGISTRATION FORM, PROVIDING DEFINITIONS, PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Pursuant to the request of Commissioner Kristen Rosen Gonzalez, the attached ordinance has been drafted for the purpose of amending the City's ethics code to require lobbyists who have within the past election cycle provided campaign consulting services to an incumbent member of the City Commission to disclose such particular service on his/her lobbyist registration form. Although existing City Code section 2-482(4) requires lobbyists to disclose in their registration "...the general nature..." of contractual relationships held with City personnel to be lobbied, this proposed measure will ensure greater transparency by requiring lobbyists to additionally provide specific disclosure of their contractual provision of campaign consulting services to incumbent members of the City Commission.

Inasmuch as the United States Supreme Court has acknowledged that: "The activities of lobbyists who have direct access to elected representatives, if undisclosed, may well present the appearance of corruption",¹ it is believed that this legislation supports the City's governmental interest in serving to enhance public confidence in the electoral and municipal processes of the City of Miami Beach.

¹ See *McIntyre v. Ohio Elections Comm'n*, 514 U.S. 334, 356 n. 20, 115 S.Ct. 1511, 1523 n. 20 (1995).

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING MIAMI BEACH CITY CODE CHAPTER 2, ARTICLE VII, DIVISION 3 ENTITLED "LOBBYISTS", SECTION 2-482(a)(4) THEREOF, BY REQUIRING A LOBBYIST WHO WHO HAS WITHIN THE PAST ELECTION CYCLE PROVIDED CAMPAIGN CONSULTING SERVICES TO AN INCUMBENT MEMBER OF THE CITY COMMISSION TO DISCLOSE SUCH PARTICULAR SERVICE ON HIS/HER LOBBYIST REGISTRATION FORM, PROVIDING DEFINITIONS, PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Miami Beach City Code Chapter 2, Article VII, Division 3 entitled "Lobbyists", section 2-482 (a)(4) thereof, is hereby amended to read as follows:

Sec. 2-482. - Registration.

(a) All lobbyists shall, before engaging in any lobbying activities, register with the city clerk. Every person required to register shall register on forms prepared by the clerk, pay a registration fee of \$350.00, as specified in appendix A and state under oath:

* * *

(4) The commissioner or personnel sought to be lobbied, and whether the lobbyist has entered into any contractual relationship (paid or unpaid) with said city commissioner or personnel from 12 months preceding such person's commencement of service with the city to the present date, stating the general nature of the subject contractual relationship.

i) A lobbyist who who has within the past election cycle provided campaign consulting services to an incumbent member of the City Commission shall disclose such particular service on his/her lobbyist registration form.

ii) For purposes of subsection (i) above, the following definitions shall apply:

- "Past election cycle" means the immediately preceding City of Miami Beach Election held for the purpose of electing a member of the City Commission.
- "Campaign consulting services" means primary responsibility for campaign management or campaign strategy.
- "Campaign management" means conducting, coordinating or supervising a campaign to elect a candidate.
- "Campaign strategy" means formulation of plans for the election of a candidate.
- "Candidate" shall have the meaning ascribed to such term in Florida Statutes, section 97.021(5), as amended and supplemented.

* * *

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, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

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 a 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 the _____ day of _____, 2016.

PASSED and ADOPTED this _____ day of _____, 2016.

ATTEST:

Philip Levine
Mayor

Rafael E. Granado
City Clerk

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

(Sponsored by Commissioner Kristen Rosen Gonzalez.)

Paul C. Smith 6/2/16
City Attorney Date

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Pursuant To Section 82-37 Of The City Code, Approve On First Reading, And Further Setting A Second Reading/Public Hearing To Obtain Citizen Input On, The Vacation Of 2,000 Square Feet Within The Alley Known As Alton Court (Hereinafter The "Alley"); Said Vacation In Favor Of The Adjacent Property Owners, 1681 West Ventures, LLC And 1698 Alton Road Ventures, LLC (Collectively The "Developer"); Waiving By 5/7th Vote, The Competitive Bidding Requirement, Pursuant To Sections 82-39(A) Of The City Code, Finding That The Public Interest Would Be Served By Waiving Such Condition; And Further Conditioning The Vacation Of The Alley On: (1) The Issuance By The City Of Two Quit Claim Deeds; (2) The Granting Of An Access And Use Easement By The Developer To The City; And (3) The Final Approval And Execution Of A Development Agreement Between The City And The Developer; And Further Referring This Item To The Finance And Citywide Projects Committee, As Required By Section 82-37(A)(1) Of The City Code.

Key Intended Outcome Supported:

Build and maintain priority infrastructure with full accountability

Item Summary/Recommendation:

The City holds a right-of-way dedication to a 20 foot wide public right-of-way alley known as Alton Court (hereinafter referred to as the "Alley"), running parallel and between Alton Road and West Avenue, between 17th Street and Lincoln Road.

1681 West Ventures, LLC owns the property to the west of, and adjacent to, the City's Alley along the first 150 feet of the Alley closest to 17th Street. 1698 Alton Road Ventures, LLC owns the property to the east of, and adjacent to, the Alley, along the first 100 feet of the Alley closest to 17th Street. 1681 West Ventures, LLC and 1698 Alton Road Ventures, LLC, have the same principals, and shall be collectively referred to herein as the "Developer".

As part of the Project, the Developer seeks to have the City vacate the north 100 feet of the Alley, located between Developer's parcels, for the 20 foot width of the Alley (which limited area shall be referred to as the "City Parcel"), for a total of 2,000 square feet, with the remainder of the Alley not being vacated. The Developer has requested that the City vacate the City Parcel in order to incorporate the City Parcel, including, without limitation, the Floor Area Ratio (FAR) attributable to the City Parcel, into the Project; provided, however, no habitable structures, parking areas, or amenities shall be placed within the City Parcel, as the vacated area shall be used solely for "bridge" purposes to link the Developer's parcels.

The Developer is seeking to develop a mixed-use project with residential and retail and structured parking, consistent with the CD-2 zoning regulations (hereinafter, the "Project"). The Developer executed a Hold Harmless with the City in order to proceed to the Planning Board and Design Review Board, in order to obtain design review approval of the mixed-use project, with retail, a parking structure and residential units above, with a bridge over the Alley. The City Commission authorized the Developer to proceed with the Project reviews, once the Hold Harmless was executed, with the understanding that the Developer would have no vested right or recourse against the City should the City Commission decide not to vacate the Alley, or should negotiations regarding the vacation of the Alley fail.

During negotiations, the Developer has proffered a voluntary contribution, both monetary (with the amount to be determined by the City and Developer) and in in-kind services to the City; which voluntarily contribution will be used for a public purpose and which funds would also reduce the City's costs, and improve the community's overall quality life.

THE ADMINISTRATION RECOMMENDS APPROVING THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

Source of Funds:	Amount	Account	Approved
1			
OBPI Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Asst. Department Director	Assistant City Manager/DPW	City Manager
JJF 	ETC 	JLM 

T:\AGENDA\2016\June\Public Works\17th street alton ct - summary.docx

MIAMI BEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, PURSUANT TO SECTION 82-37 OF THE CITY CODE, APPROVE ON FIRST READING, AND FURTHER SETTING A SECOND READING/PUBLIC HEARING TO OBTAIN CITIZEN INPUT ON, THE VACATION OF 2,000 SQUARE FEET WITHIN THE ALLEY KNOWN AS ALTON COURT (HEREINAFTER THE "ALLEY"); SAID VACATION IN FAVOR OF THE ADJACENT PROPERTY OWNERS, 1681 WEST VENTURES, LLC AND 1698 ALTON ROAD VENTURES, LLC (COLLECTIVELY THE "DEVELOPER"); WAIVING BY 5/7TH VOTE, THE COMPETITIVE BIDDING REQUIREMENT, PURSUANT TO SECTIONS 82-39(a) OF THE CITY CODE, FINDING THAT THE PUBLIC INTEREST WOULD BE SERVED BY WAIVING SUCH CONDITION; AND FURTHER CONDITIONING THE VACATION OF THE ALLEY ON: (1) THE ISSUANCE BY THE CITY OF TWO QUIT CLAIM DEEDS; (2) THE GRANTING OF AN ACCESS AND USE EASEMENT BY THE DEVELOPER TO THE CITY; AND (3) THE FINAL APPROVAL AND EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND THE DEVELOPER; AND FURTHER REFERRING THIS ITEM TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE, AS REQUIRED BY SECTION 82-37(a)(1) OF THE CITY CODE.**

BACKGROUND

The City holds a right-of-way dedication to a 20 foot wide public right-of-way alley known as Alton Court (hereinafter referred to as the "Alley"), running parallel and between Alton Road and West Avenue, between 17th Street and Lincoln Road.

1681 West Ventures, LLC owns the property to the west of, and adjacent to, the City's Alley along the first 150 feet of the Alley closest to 17th Street. 1698 Alton Road Ventures, LLC owns the property to the east of, and adjacent to, the Alley, along the first 100 feet of the Alley closest to 17th Street. 1681 West Ventures, LLC and 1698 Alton Road Ventures, LLC, have the same principals, and shall be collectively referred to herein as the "Developer".

As part of the Project, the Developer seeks to have the City vacate the north 100 feet of the Alley, located between Developer's parcels, for the 20 foot width of the Alley (which limited area shall be referred to as the "City Parcel"), for a total of 2,000 square feet, with the remainder of the Alley not being vacated. The Developer has requested that the City vacate the City Parcel in order to incorporate the City Parcel, including, without limitation, the Floor Area Ratio (FAR) attributable to the City Parcel, into the Project; provided, however, no habitable structures,

parking areas, or amenities shall be placed within the City Parcel, as the vacated area shall be used solely for "bridge" purposes to link the Developer's parcels.

The Developer is seeking to develop a mixed-use project with residential and retail and structured parking, consistent with the CD-2 zoning regulations (hereinafter, the "Project"). The Developer executed a Hold Harmless with the City in order to proceed to the Planning Board and Design Review Board, in order to obtain design review approval of the mixed-use project, with retail, a parking structure and residential units above, with a bridge over the Alley. The City Commission authorized the Developer to proceed with the Project reviews, once the Hold Harmless was executed, with the understanding that the Developer would have no vested right or recourse against the City should the City Commission decide not to vacate the Alley, or should negotiations regarding the vacation of the Alley fail.

During negotiations, the Developer has proffered a voluntary contribution, both monetary (with the amount to be determined by the City and Developer) and in in-kind services to the City; which voluntarily contribution will be used for a public purpose and which funds would also reduce the City's costs, and improve the community's overall quality life.

Section 177.085, Florida Statutes, provides that, upon the abandonment of a right-of-way, all rights to the former right-of-way revert to the owners of the lots abutting such right-of-way. A City may vacate roads when the vacation is in the public interest, or when the street is no longer required for public use and convenience.

The overall Project and underlying Development Agreement would reduce the City's costs due to the implementation of the maintenance agreement for Alton Court; provide for a new sewer line along the vacated area which line provides water and sewer services to Sunset Harbour; and would ensure that the City obtain a perpetual access and use easement area along the entire length of the vacated City Parcel for continued vehicular access and underground utility access.

The Administration, through its Public Works Department, have indicated that the Developers have complied with the application requirements and submittals in accordance with the City's Guidelines for Vacation or Abandonment of Streets or Other Rights of Way, and pursuant to Sections 82-36 through 82-40 of the City Code.

Pursuant to City Code Section 82-37(a)(1), the proposed vacation must also be referred to the Finance and Citywide Projects Committee. Additionally, pursuant to City Code Section 82-38, the City Commission must also to schedule a second hearing/public hearing of the proposed vacation. City Code Section 82-39(a) requires that prior to the sale or lease of City property, there should be a public bidding process. However, here, the only entities that would be legally entitled to title to the vacated alley would be the two adjacent property owners, the Developers. The Administration hereby recommends that the competitive bidding requirements of City Code Section 82-39(a) be waived as, by operation of law, the adjacent property owners (i.e. the Developer) are the only entitled parties to which the vacated right-of-way (the City Parcel) can be conveyed.

Pursuant to City Code Section 82-38, the Planning Department is required to prepare a planning analysis relating to the six (6) elements for vacating City Property and shall produce said written report prior to final City Commission action on the proposed vacation. In accordance with City Code Section 82-39(b), an appraisal was obtained by the City for the City's Parcel.

An appraisal was ordered by Public Works and received on or about April 20, 2016. The appraisal was associated with an air rights easement assuming that the Applicant "would not have full control of the alley at the ground level, but would have full control of the alley from the second floor up." The analysis was based on a sales comparison approach and included consideration of values per buildable square foot. The appraised value of the investigation is in the amount of \$950,000.

After it was brought to light that the Applicant wanted the City to vacate the alley and provide the City with the necessary easements for utilities and vehicular access, an additional appraisal was requested. The valuation was determined by taking the value of the now combined parcels minus the value of the two privately owned parcels to determine the market value of the alley. The investigation notes that there are several items that several items contribute to the high value when using the sales comparison approach:

- A contiguous tract with 320 feet of frontage along 17th Street with double corners on Alton and West
- Development of a single building with frontage on three streets
- A transfer of the FAR from the alley to the combined parcels
- Allowing the west parcel to be increased in building height from 50 feet to 60 feet

The revised appraised value of the investigation is \$3,050,000.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the proposed vacation on first reading; set the second reading/public hearing; waive, by 5/7th vote, the competitive bidding requirement, and refer the matter to the Finance and Citywide Projects Committee. At the Finance and Citywide Projects Committee, a final term sheet will be recommended. That recommendation will be forwarded to the City Commission for its consideration. If approved, a Development Agreement will be drafted and presented to the City Commission.

JLM/ETC/JJF/BAM/WRB/EB

T:\AGENDA\2016\June\Public Works\17th street alton rd ct.docx

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, PURSUANT TO SECTION 82-37 OF THE CITY CODE, APPROVE ON FIRST READING, AND FURTHER SETTING A SECOND READING/PUBLIC HEARING TO OBTAIN CITIZEN INPUT ON, THE VACATION OF 2,000 SQUARE FEET WITHIN THE ALLEY KNOWN AS ALTON COURT (HEREINAFTER THE "ALLEY"); SAID VACATION IN FAVOR OF THE ADJACENT PROPERTY OWNERS, 1681 WEST VENTURES, LLC AND 1698 ALTON ROAD VENTURES, LLC (COLLECTIVELY THE "DEVELOPER"); WAIVING BY 5/7TH VOTE, THE COMPETITIVE BIDDING REQUIREMENT, PURSUANT TO SECTIONS 82-39(a) OF THE CITY CODE, FINDING THAT THE PUBLIC INTEREST WOULD BE SERVED BY WAIVING SUCH CONDITION; AND FURTHER CONDITIONING THE VACATION OF THE ALLEY ON: (1) THE ISSUANCE BY THE CITY OF TWO QUIT CLAIM DEEDS; (2) THE GRANTING OF AN ACCESS AND USE EASEMENT BY THE DEVELOPER TO THE CITY; AND (3) THE FINAL APPROVAL AND EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND THE DEVELOPER; AND FURTHER REFERRING THIS ITEM TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE, AS REQUIRED BY SECTION 82-37(a)(1) OF THE CITY CODE.

WHEREAS, the City holds a right-of-way dedication to a 20 foot wide public right-of-way alley known as Alton Court (hereinafter referred to as the "Alley"), running parallel and between Alton Road and West Avenue, between 17th Street and Lincoln Road; and

WHEREAS, 1681 West Ventures, LLC owns the property to the west of, and adjacent to, the City's Alley along the first 150 feet of the Alley closest to 17th Street; and

WHEREAS, 1698 Alton Road Ventures, LLC owns the property to the east of, and adjacent to, the Alley, along the first 100 feet of the Alley closest to 17th Street; and

WHEREAS, 1681 West Ventures, LLC and 1698 Alton Road Ventures, LLC, have the same principals, and shall be collectively referred to herein as "Developer"; and

WHEREAS, Developer is seeking to develop a mixed-use project with residential and retail and structured parking, consistent with the CD-2 zoning regulations (hereinafter, the "Project"); and

WHEREAS, as part of the Project, the Developer seeks to have the City vacate the north 100 feet of the Alley, located between Developer's parcels, for the 20 foot width of the Alley (which limited area shall be referred to as the "City Parcel"), for a total of 2,000 square feet, with the remainder of the Alley not being vacated; and

WHEREAS, Developer has requested that the City vacate the City Parcel in order to incorporate the City Parcel, including, without limitation, the Floor Area Ratio (FAR) attributable to the City Parcel, into the Project; provided, however, no habitable structures, parking areas, or amenities shall be placed within the City Parcel, as the vacated area shall be used solely for “bridge” purposes to link the Developer’s parcels; and

WHEREAS, the Developer has proffered a voluntary contribution, both monetary (with the amount to be determined by the City and Developer) and in-kind services to the City; which voluntarily contribution will be used for a public purpose and which funds would also reduce the City’s costs, and improve the community’s overall quality life; and

WHEREAS, Section 177.085, Florida Statutes, provides that, upon the abandonment of a right-of-way, all rights to the former right-of-way revert to the owners of the lots abutting such right-of-way; and

WHEREAS, a City may vacate roads when the vacation is in the public interest, or when the street is no longer required for public use and convenience; and

WHEREAS, the overall Project and underlying Development Agreement would reduce the City’s costs due to the implementation of the maintenance agreement for Alton Court; provide for a new sewer line along the vacated area which line provides water and sewer services to Sunset Harbour; and would ensure that the City obtain a perpetual access and use easement area along the entire length of the vacated City Parcel for continued vehicular access and underground utility access; and

WHEREAS, the Administration, through its Public Works Department, hereby represents that the Developers have complied with the application requirements and submittals in accordance with the City’s Guidelines for Vacation or Abandonment of Streets or Other Rights of Way, and pursuant to Sections 82-36 through 82-40 of the City Code; and

WHEREAS, pursuant to City Code Section 82-37(a)(1), the proposed vacation must also be referred to the Finance and Citywide Projects Committee; and

WHEREAS, pursuant to City Code Section 82-38, the City Commission must also to schedule a second hearing/public hearing of the proposed vacation; and

WHEREAS, the Administration hereby recommends that the competitive bidding requirements of City Code Section 82-39(a) be waived as, by operation of law, the adjacent property owners (i.e. the Developer) are the only entitled parties to which the vacated right-of-way (the City Parcel) can be conveyed; and

WHEREAS, pursuant to City Code Section 82-38, the Planning Department is required to prepare a planning analysis relating to the six (6) elements for vacating City Property and shall produce said written report prior to final City Commission action on the proposed vacation; and

WHEREAS, in accordance with City Code Section 82-39(b), an appraisal was obtained by the City for the City’s Parcel; and

WHEREAS, the City's appraisal values the City Parcels at \$3,000,050; and

WHEREAS, the Administration recommends that the Mayor and City Commission approve the proposed vacation on first reading; set the second reading/public hearing; waive, by 5/7th vote, the competitive bidding requirement, and refer the matter to the Finance and Citywide Projects Committee.

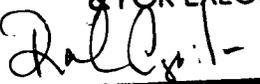
NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission, pursuant to Section 82-37 of the City Code, approve on First Reading, and further setting a Second Reading/Public Hearing to obtain citizen input on, the vacation of 2,000 square feet within the alley known as Alton Court (hereinafter the "Alley"); said vacation in favor of the adjacent property owners, 1681 West Ventures, LLC and 1698 Alton Road Ventures, LLC (collectively the "Developer"); waiving by 5/7th vote, the competitive bidding requirement, pursuant to Sections 82-39(a) of the City Code, finding that the public interest would be served by waiving such condition; and further conditioning the vacation of the Alley on: (1) the issuance by the City of two quit claim deeds; (2) the granting of an access and use easement by the Developer to the City; and (3) the final approval and execution of a Development Agreement between the City and the Developer; and further referring this item to the Finance and Citywide Projects Committee, as required by Section 82-37(a)(1) of the City Code.

PASSED and ADOPTED this ____ day of _____, 2016.

PHILIP LEVINE, MAYOR

ATTEST:

RAFAEL E. GRANADO, CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

6/1/16

Date

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Accepting The Recommendation Of The Finance And Citywide Projects Committee And Approving A Term Sheet, Attached Hereto As Exhibit 1, For The Development Of A "Green Alley" At Espanola Way East/14th Place And Ocean Court; And Authorizing The Administration And City Attorney To Negotiate A Development Agreement Based Upon The Approval Of The Term Sheet.

Key Intended Outcome Supported:

Build and maintain priority infrastructure with full accountability

Item Summary/Recommendation:

Betsy Ross South Beach Hotel located at 1440 Ocean Drive (hereinafter the "Betsy Hotel"), and the Carlton South Beach Hotel located at 1433 Collins Avenue (hereinafter the "Carlton Hotel"), are owned by Betsy Ross Owner, LLC, a Delaware limited liability company authorized to do business in the State of Florida (hereinafter "Developer"). The Betsy Hotel and the Carlton Hotel are separated by a City public right-of-way known as Ocean Court, an alley that runs south to north parallel to Ocean Drive.

The City previously granted an air rights easement to the Developer, for a pedestrian bridge over Ocean Court, and the Developer obtained design approval from the Historic Preservation Board for a "green alley" along Espanola Way East (City right-of-way known as 14th Place), and for Ocean Court. The City Commission set the value of the air rights easement as \$240,000, which funds, once paid to the City, were to be designated for the design, development and construction of a "green alley".

On May 20, 2016, the Finance and Citywide Projects Committee issued a recommendation to the City Commission to approve the Term Sheet, attached as Exhibit "1", to this Memorandum and Resolution, and for the City Administration and City Attorney to negotiate a final Development Agreement, based upon the approved Term Sheet with the Developer.

THE ADMINISTRATION RECOMMENDS ACCEPTING THE RECOMMENDATION OF THE FINANCE COMMITTEE.

Advisory Board Recommendation:

Financial Information:

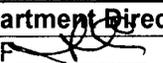
Source of Funds:	Amount	Account	Approved
1			
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Asst. Department Director	Assistant City Manager/DPW	City Manager
JJP 	ETC 	JLM 

T:\AGENDA\2016\June\Public Works\17th street alton ct - summary.docx

MIAMI BEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

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 AND APPROVING A TERM SHEET, ATTACHED HERETO AS EXHIBIT 1, FOR THE DEVELOPMENT OF A "GREEN ALLEY" AT ESPANOLA WAY EAST/14TH PLACE AND OCEAN COURT; AND AUTHORIZING THE ADMINISTRATION AND CITY ATTORNEY TO NEGOTIATE A DEVELOPMENT AGREEMENT BASED UPON THE APPROVAL OF THE TERM SHEET.**

BACKGROUND

Betsy Ross South Beach Hotel located at 1440 Ocean Drive (hereinafter the "Betsy Hotel"), and the Carlton South Beach Hotel located at 1433 Collins Avenue (hereinafter the "Carlton Hotel"), are owned by Betsy Ross Owner, LLC, a Delaware limited liability company authorized to do business in the State of Florida (hereinafter "Developer"). The Betsy Hotel and the Carlton Hotel are separated by a City public right-of-way known as Ocean Court, an alley that runs south to north parallel to Ocean Drive.

The City previously granted an air rights easement to the Developer, for a pedestrian bridge over Ocean Court, and the Developer obtained design approval from the Historic Preservation Board for a "green alley" along Espanola Way East (City right-of-way known as 14th Place), and for Ocean Court. The City Commission set the value of the air rights easement as \$240,000, which funds, once paid to the City, were to be designated for the design, development and construction of a "green alley".

On May 20, 2016, the Finance and Citywide Projects Committee issued a recommendation to the City Commission to approve the Term Sheet, attached as Exhibit "1", to this Memorandum and Resolution, and for the City Administration and City Attorney to negotiate a final Development Agreement, based upon the approved Term Sheet with the Developer.

CONCLUSION

The Administration recommends accepting the recommendation of the Finance Committee.

JLM/ETC/JJ/BAM/WRB/EB

T:\AGENDA\2016\June\Public Works\17th street alton rd ct.docx

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 AND APPROVING A TERM SHEET, ATTACHED HERETO AS EXHIBIT 1, FOR THE DEVELOPMENT OF A "GREEN ALLEY" AT ESPANOLA WAY EAST/14TH PLACE AND OCEAN COURT; AND AUTHORIZING THE ADMINISTRATION AND CITY ATTORNEY TO NEGOTIATE A DEVELOPMENT AGREEMENT BASED UPON THE APPROVED OF THE TERM SHEET.

WHEREAS, Betsy Ross South Beach Hotel located at 1440 Ocean Drive (hereinafter the "Betsy Hotel"), and the Carlton South Beach Hotel located at 1433 Collins Avenue (hereinafter the "Carlton Hotel"), are owned by Betsy Ross Owner, LLC, a Delaware limited liability company authorized to do business in the state of Florida (hereinafter "Developer"); and

WHEREAS, the Betsy Hotel and the Carlton Hotel are separated by a City public right-of-way known as Ocean Court, an alley that runs south to north parallel to Ocean Drive; and

WHEREAS, the City previously granted an air rights easement to the Developer, for a pedestrian bridge over Ocean Court, and the Developer obtained design approval from the Historic Preservation Board for a "green alley" along Espanola Way East (City Right-of-way known as 14th Place), and for Ocean Court; and

WHEREAS, the City Commission set the value of the air rights easement as \$240,000, which funds, once paid to the City, were to be designated for the design, development and construction of a green alley; and

WHEREAS, on May 20, 2016, the Finance and Citywide Projects Committee issued a recommendation to the City Commission to approve the Term Sheet, attached as Exhibit "1", to this Resolution, and for the City Administration and City Attorney to negotiate a final Development Agreement, based upon the approved Term Sheet with Developer; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, the Mayor and City Commission hereby accept the recommendation of the Finance and Citywide Projects Committee approval a Term Sheet, attached hereto as Exhibit 1, for the development of a "green alley" at Espanola Way East/14th place and Ocean Court; and further authorize the City Administration and City Attorney to negotiate a Development Agreement based upon the attached, approved the Term Sheet.

PASSED and ADOPTED this _____ day of _____, 2016.

Philip Levine, Mayor

ATTEST:

Rafael E. Granado, City Clerk

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

City Attorney

5/31/16

Date

TERM SHEET FOR "GREEN ALLEY" DEVELOPMENT AGREEMENT

1. PARTIES.

The City of Miami Beach ("City") and the Betsy Ross Owner, LLC ("Developer").

2. PROPERTY.

- a. The Developer is the owner of that certain parcel of land located at 1440 Ocean Drive and 1433 Collins Avenue, Miami Beach, Florida.
- b. The City is the owner of the Espanola Way East right-of way at 14th Place.

3. PROJECT.

- a. The City and the Developer intend to enter into a Development Agreement to improve that portion of the City right-of-way on 14th Place, lying between Collins Avenue and Ocean Drive ("the Project").
- b. Except for the City Costs (as defined in 3(c) below), the Developer will pay all costs associated with the design, development, permitting, and construction of the Project, which shall include, but not be limited to, the following improvements:
 - i. Modified pedestrian access way along 14th Place, from Collins Avenue to Ocean Court;
 - ii. Landscaping along 14th Place/Espanola Way East, from Collins Avenue to Ocean Court;
 - iii. Non-standard photovoltaic lighting, from Collins Avenue to Ocean Court; and
 - iv. Remove the current bollard lighting on the sidewalk lying between Ocean Drive and Ocean Court, and replace the same with lighting integrated within or otherwise affixed to the north-side of the Betsy Hotel (for the purpose of illuminating the sidewalk).

(Collectively, the Project improvements generally described in (b)(i)-(iv) above shall be referred to as the "Public Improvements").

- c. The total estimated cost of the Public Improvements is approximately \$720,247 (inclusive of hard and soft costs) and broken down as follows:

Demolition	\$ 10,000
Planting and Irrigation	\$ 47,640
Lighting (Nonstandard)	\$ 87,500
Drainage	\$135,000
Hardscape (including non- Standard pavers)	\$ 72,465
Underground Utility-FPL	<u>\$ 165,000</u>
Total Construction	\$ 517,605
Contract Administration (15%)	\$ 77,641
Administrative Fee (10%)	\$ 59,525
<u>Contingency (10%)</u>	<u>\$ 65,477</u>
Total ¹	\$ 720,247

- d. The City shall contribute a maximum of \$720,247 (“City Costs”) toward the Developer’s design, development, permitting, and construction of the Public Improvements. The City shall pay on a reimbursement basis. The City shall not be responsible for the disbursement of any sums in excess of the City Costs, except for City approved change orders.
- e. Developer shall:
- i. Design, develop, permit, and construct the Public Improvements.
 - ii. Maintain and perform minor repairs of the Public Improvements for an initial term of ten (10) years, at the rate of up to \$100,000 per year, for a maximum obligation toward that maintenance of \$1,000,000, Developer shall be responsible for routine cleaning and repairs to the Public Improvements, but shall not be responsible for force majeure type repairs.
 - iii. Notwithstanding (e)(ii) above, Developer shall, at its sole cost and expense, maintain and perform **all** repairs and replacements, in perpetuity, relating to those Public Improvements that are defined by the parties in the Development Agreement, including, but not limited to the artistic elements generally described in subsection (e)(iv) below; pavers; lighting; trash receptacles; and signage. The “non-standard improvements” shall be defined in the Development Agreement and shall also be subject to prior City review and approval.
 - iv. Design, develop, construct and maintain [in accordance with (e)(ii) above] one or more artistic elements, which may include, but not be limited to a “poetry walk,” or guardrail system embedded with poetry above the café with appropriate light illumination, for the benefit of the

¹ The total Public Improvements costs do not include approximately \$200,000 in installation of new water and sewer lines.

public within or immediately adjacent to the Public Improvements, at a value of approximately \$100,000. The artistic element(s) will be defined in the Development Agreement, and shall be subject to prior City review and approval.

OTHER TERMS.

- a. The City shall have review over, and final approval of, the design and construction plans and specifications for the Public Improvements to ensure that the Improvements are designed to meet the City's needs and standards. The City shall require a copy of all actual cost estimates, plans, and construction related contracts prior to and during construction.
- b. The City shall also have review over, and final approval of, the non-standard improvements (as shall be defined in the Development Agreement, and the artistic elements referenced in subsection (3)(e)(iv).
- c. The City intends to install the water and sewer pipes, as well, as replace or repair all utilities within the City's right-of-way, prior to commencement of construction of the Public Improvements. However, should the Public Improvements be installed prior to the replacement of the water and sewer pipes, Developer shall execute a hold harmless agreement in favor of the City, since the Public Improvements may be removed when the water and sewer pipes are installed. Developer shall be required to re-install any non-standard improvements.
- d. The Developer shall deliver, for the City's review and approval, an estimated budget for the total cost (i.e. hard and soft costs) of the Public Improvements, which budget shall be based upon the City-approved design and construction plans and specifications. At its sole option and discretion, the City may retain a consultant (i.e. such as a professional cost estimator) to verify the Developer's total estimated cost, with the cost of the consultant to be paid for by the Developer. Developer shall provide copies of all actual costs and invoices.
- e. The Developer and the City will work cooperatively to seek approval of the design and development of the Public Improvements. The Developer will be responsible for submitting any required applications for development approvals, and for securing any and all final, non-appealable development approvals and permits.
- f. The Developer shall enter into a cost plus with a Guaranteed Maximum Price contract (GMP Contract) with a contractor (General Contractor) to construct the Public Improvements. It is the intent of the Developer to utilize GT McDonald, (who is already mobilized and building the Carlton Hotel) to construct the Public Improvements. All subcontractor and vendor trades will be competitively bid out.

Notwithstanding the above, the City shall have the right to review and approve the GMP Contract with the selected General Contractor prior to such Contract being executed between the Developer and General Contractor. The City shall be a third party beneficiary to the GMP Contract.

- g. The Developer shall cause its General Contractor to provide warranties, indemnities, and insurance in favor of the City. Prior to commencement of construction, the Developer shall cause the General Contractor to furnish the City with payment and performance bonds that identify City and the Developer as co-obligees. The General Contractor shall be required to obtain a Right-of-Way permit for construction.
- h. The Developer shall develop a plan for Public Improvements construction staging in order for access to the adjacent commercial areas to be continually maintained, with only minimal disruptions. Such plan shall be subject to the City's prior review and approval, which shall not be unreasonably withheld, conditioned or delayed.
- i. Final completion of the Public Improvements will occur within 18 months following execution of the Development Agreement.
- j. The Public Improvements must contain green elements, in order to qualify and be entitled to the City's "green alley" funds. Only those elements that qualify as "green" may be paid for out of the City's "green alley" fund.

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, As It Pertains To The City Construction Project Referred To As The "Indian Creek Drive/State Road (Sr) A1a, 26 Street To 41 Street - Flooding Mitigation Project" [Hereinafter "Project"], And, With Respect To The Project, Accepting The Findings And Recommendation Of The City Manager Certifying A Valid Public Emergency Pursuant To Subsections 287.055(3)(A)(1) And (9)(C)(6), Florida Statutes; And, As Permitted Pursuant To Subsection 2-367(E) Of The City Code, Waiving, By 5/7ths Vote, The Competitive Bidding Requirement Relating To This Procurement, Finding Such Waiver To Be In The Best Interest Of The City, And Authorizing The City Manager To Negotiate A Professional Services Agreement With Ribbeck Engineering, In An Amount Not To Exceed \$407,851, For The Preparation Of A Design Criteria Package (Dcp) And Conceptual Plans Which Complies With The Specifications Set Forth Under Section 287.055(2)(J), Florida Statutes.

Key Intended Outcome Supported:

Build and maintain priority infrastructure with full accountability

Item Summary/Recommendation:

At its March 09, 2016 meeting, the City commission approved an agreement with the City and Florida Department of Transportation (FDOT) for the cost sharing of a construction project on Indian Creek Drive from 26th to 41st Streets. The infrastructure improvements will include a new storm water drainage system, pump station and seawall. The existing roadway, curbs, gutters and sidewalks will be elevated to meet new flood elevation requirements. Driveways, light poles, signals, signage and pavement markings will be replaced to match new roadway alignment and configuration.

Due to complexity and urgency of this project, the administration recommends engaging Ribbeck Engineering, Inc. as the engineering firm responsible in developing the Design Criteria Package (DCP) and Conceptual plans that will be used for this project. Currently, Ribbeck Engineering, Inc. is not part of the approved city's engineering firm rotational list, however, due to this firm experience working with FDOT and their current and previous work within the project area; it is in the City's best interest to utilize them.

The Public Works Department has reviewed the proposal and finds the cost reasonable.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account	Approved
1	\$407,851	429-0815-061357-00-48-517-00-00-00-C1601	
2			
3			
Total			

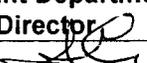
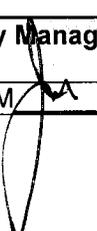

OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Assistant Department Director	Assistant City Manager / DPW	City Manager
JJF 	ETC 	JLM 

T:\AGENDA\2016\June\Public Works\Indian Creek Improvements - summary.docx

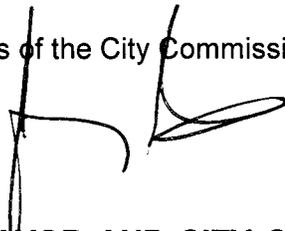


MIAMI BEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager 

DATE: June 8, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS IT PERTAINS TO THE CITY CONSTRUCTION PROJECT REFERRED TO AS THE "INDIAN CREEK DRIVE/STATE ROAD (SR) A1A, 26 STREET TO 41 STREET - FLOODING MITIGATION PROJECT" [HEREINAFTER "PROJECT"], AND, WITH RESPECT TO THE PROJECT, ACCEPTING THE FINDINGS AND RECOMMENDATION OF THE CITY MANAGER CERTIFYING A VALID PUBLIC EMERGENCY PURSUANT TO SUBSECTIONS 287.055(3)(a)(1) AND (9)(c)(6), FLORIDA STATUTES; AND, AS PERMITTED PURSUANT TO SUBSECTION 2-367(e) OF THE CITY CODE, WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING REQUIREMENT RELATING TO THIS PROCUREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT WITH RIBBECK ENGINEERING, IN AN AMOUNT NOT TO EXCEED \$407,851, FOR THE PREPARATION OF A DESIGN CRITERIA PACKAGE (DCP) AND CONCEPTUAL PLANS WHICH COMPLIES WITH THE SPECIFICATIONS SET FORTH UNDER SECTION 287.055(2)(j), FLORIDA STATUTES.**

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting the Resolution

FUNDING

Funding is subject to the FY 14/15 being approved by City Commission.

<u>Amount</u>	<u>Account Number</u>
\$407,851	429-0815-061357-00-48-517-00-00-00-C1601

BACKGROUND

At its March 9, 2016 meeting, the City commission approved Resolution 2016-29332 approving an agreement between the City and Florida Department of Transportation (FDOT) for the cost sharing of a construction project on Indian Creek Drive from 26th to 41st Streets. The infrastructure improvements will include a new storm water drainage system, pump station and seawall. The existing roadway, curbs, gutters and sidewalks will be elevated to meet new flood elevation requirements. Driveways, light poles, signals, signage and pavement markings will be replaced to match the new roadway alignment and configuration.

Due to complexity and urgency of this project, the administration recommends engaging Ribbeck Engineering, Inc. as the engineering firm responsible in developing the Design Criteria Package (DCP) and conceptual plans that will be used for this project. Currently, Ribbeck Engineering, Inc. is not part of the approved City's engineering firm rotational list. However, due to this firm's experience working with FDOT, along with their current and previous work within the project area, it is in the City's best interest to utilize them.

The majority of the construction improvements will happen within FDOT's right of way. Ribbeck Engineering will play an important role making sure the DCP package complies with FDOT and City design criteria requirements. A scope of work has been provided and is attached as Exhibit 1 along with the proposed hours of effort for the work. Ribbeck Engineering will perform the work under the same hourly rates and percentages for overhead and profit as their contract with FDOT.

Authorization to enter into an agreement is being proposed under Section 287.055, Florida Statutes (also known as the "Consultants Competitive Negotiation Act" or CCNA). While the CCNA requires municipalities to publicly bid certain professional services, including architecture and engineering services, this requirement can be waived in cases of valid public emergencies. In this case, the Administration believes that given: 1) current conditions, both at the Project site and within the neighborhood; 2) the potential community hardships, quality of life issues, potentially aggravated due to a postponement of the current work in order to undertake a procurement process; and 3) the fact that this firm is performing work in the area; the City Administration, in assessing the totality of factors giving rise to this situation, believes there is ample support to find that a public emergency, necessitating a CCNA waiver of the bidding requirements, exists here.

Given that the facts do indeed support the existence of a public emergency, to the extent that a waiver of the bidding requirements under the CCNA is justified, the Administration recommends the following course of action:

1. That the competitive bidding requirements be waived by 5/7ths vote as permitted pursuant to Section 2-367(e) of the City Code, finding such waiver to be in the best interest of the City, and that the City Manager be authorized to take further actions to procure the necessary emergency design and construction services for the project, via a design-build contract, including authorizing the preparation of a Design Criteria Package (DCP) which complies with the specifications set forth under F.S. 287.055(2)(j);
2. That the total sum of the contract for this engineering firm and subcontractor is \$407,851 which consists of developing a Design Criteria Package (DCP) and conceptual plans for approximately 0.85 miles of Indian Creek Drive. The conceptual plans include roadway, drainage, signing & pavement markings, and signalization. In addition, coordination with key

stakeholders is included. The conceptual plans are required as reference to the DCP and will be performed in accordance with FDOT design requirements. The DCP will include FDOT design criteria as well as City of Miami Beach contract requirements necessary by the Design-Build Firm to properly submit.

CONCLUSION

The Administration recommends adopting the Resolution

Attachment – Ribbeck Engineering Proposal dated 5/26/2016

Attachment – Subcontractor Bolton Perez & Associates Proposal dated 3/28/2016

JLM/ETC/JJE/BAM/WRB/GP

T:\AGENDA\2016\June\Public Works\Indian Creek Improvements Memo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS IT PERTAINS TO THE CITY CONSTRUCTION PROJECT REFERRED TO AS THE "INDIAN CREEK DRIVE/STATE ROAD (SR) A1A, 26 STREET TO 41 STREET - FLOODING MITIGATION PROJECT" [HEREINAFTER "PROJECT"], AND, WITH RESPECT TO THE PROJECT, ACCEPTING THE FINDINGS AND RECOMMENDATION OF THE CITY MANAGER CERTIFYING A VALID PUBLIC EMERGENCY PURSUANT TO SUBSECTIONS 287.055(3)(a)(1) AND (9)(c)(6), FLORIDA STATUTES; AND, AS PERMITTED PURSUANT TO SUBSECTION 2-367(e) OF THE CITY CODE, WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING REQUIREMENT RELATING TO THIS PROCUREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT WITH RIBBECK ENGINEERING, IN AN AMOUNT NOT TO EXCEED \$407,851, FOR THE PREPARATION OF A DESIGN CRITERIA PACKAGE (DCP) AND CONCEPTUAL PLANS WHICH COMPLIES WITH THE SPECIFICATIONS SET FORTH UNDER SECTION 287.055(2)(j), FLORIDA STATUTES.

WHEREAS, on September 27, 2015, the City experienced severe tidal flooding caused by King Tides of 1.12 feet above mean high water, in the area of Indian Creek Drive, from 26th to 41st Streets, which severely impacted both pedestrian and vehicular traffic for several days; and

WHEREAS, at its March 9, 2016 meeting, the City Commission approved Resolution No. 2016-29332, approving and authorizing the City to negotiate and enter into an agreement with the Florida Department of Transportation (FDOT) for the cost sharing of a construction project on Indian Creek Drive, from 26th to 41st Streets, to increase the height of the seawall along Indian Creek Drive, and to increase the elevation of the road to "future crown of the road;" and

WHEREAS, to avoid continued tidal flooding and severe flooding caused by high intensity rainfall events, the City, in conjunction with FDOT, must implement infrastructure improvements which will include a new storm water drainage system, pump station, and seawall; and

WHEREAS, the existing roadway, curbs, gutters and sidewalks will be elevated to meet new flood elevation requirements, and existing driveways, light poles, signals, signage and pavement markings will be replaced to match new road-way alignment and configuration; and

WHEREAS, the City and FDOT are finalizing the cost sharing agreement, and the City desires to immediately begin the scope of work relative to constructing all the improvements that would protect Indian Creek Drive from flooding; and

WHEREAS, over the past year the City has been provided overwhelming supporting documents relating to of the extreme flooding emergency conditions projected by NOAA for King Tides in the Fall of 2016 and the effective of the King Tides on Indian Creek Drive; and

WHEREAS, the Administration believes that given the current condition of Indian Creek Drive, and the periodic flooding and closure of the road due to said flooding issues, there are extensive existing and potential future community hardships, including serious impacts to quality of life issues, to justify the necessity of beginning construction on Indian Creek Drive immediately; and

WHEREAS, the conditions in the area are so drastic and will only worsen if the work is postponed in order to go through a three (3) to six (6) month competitive procurement process; and

WHEREAS, due to the foregoing, and due to the fact that Ribbeck Engineering is already performing work in the area for FDOT, the City Manager, in assessing the totality of factors giving rise to this situation, believes there is ample support to find and certify to the City Commission that a public emergency exists and that it is in the best interest of the City to waive competitive bidding; and

WHEREAS, to avoid coordination problems and construction delays, the City would benefit from using Ribbeck Engineering, which has an existing contract with FDOT to provide right-of-way design services; and

WHEREAS, Ribbeck has the knowledge and expertise to address the flooding related concerns for Indian Creek Drive; the City Administration seeks to enter into an agreement with Ribbeck for preparation of a design criteria package (DCP); and

WHEREAS, the DCP for Indian Creek Drive shall include roadway, drainage, signing & pavement markings, and signalization and shall include all FDOT design requirements.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, the Mayor and City Commission, as it pertains to the City construction project referred to as the "Indian Creek Drive/State Road (SR) A1A, 26 Street to 41 Street - Flooding Mitigation Project" [hereinafter "Project"], and, with respect to the Project, accepting the findings and recommendation of the City Manager certifying a valid public emergency pursuant to Subsections 287.055(3)(a)(1) and (9)(c)(6), Florida Statute; and, as permitted pursuant to Subsection 2-367(e) of the City Code, waiving, by 5/7ths vote, Competitive Bidding Requirements relating to this procurement of the services of Ribbeck Engineering [Ribbeck], finding such waiver to be in the best interest of the City; and authorizing the City Manager to negotiate a Professional Services Agreement with Ribbeck, in an amount not to exceed \$407,851, for the preparation of a Design Criteria Package (DCP) and conceptual plans which complies with the specifications set forth under Section 287.055(2)(j), Florida Statute.

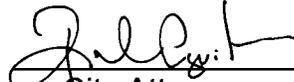
PASSED AND ADOPTED this 8th day of June, 2016.

ATTEST:

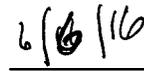
Mayor Philip Levine

Rafael Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney



Date

T:\AGENDA\2016\June\Public Works\Indian Creek Improvements Resolution revised 6-2-2016.docx

THIS PAGE INTENTIONALLY LEFT BLANK