

**HOMELAND DEFENSE/
NEIGHBORHOOD IMPROVEMENT
BOND OVERSIGHT BOARD
AGENDA**

**6-26-07 – 6:00 P.M.
CITY OF MIAMI
CITY HALL CHAMBERS
3500 Pan American Drive
MIAMI, FLORIDA 33133**

I. **APPROVAL OF THE MINUTES OF THE MEETINGS OF MARCH 19, 2007,
MARCH 30, 2007 & APRIL 10, 2007.**

II. **NEW BUSINESS:**

INTRODUCTION OF NEW BOARD MEMBER:

- Ricardo Lambert nominated by Commissioner Regalado
- Carmen Matos nominated by Mayor Diaz
- Charisse L. Grant nominated by Mayor Diaz

NEW ITEMS:

- Additional Grant to the Miami Science Museum to Support the Development of a Science Museum Facility in Bicentennial Park
- Buena Vista East Historic District Streetscape Improvements
- Additional Funding for the Miami High Bungalow

UPDATE:

- ❖ Miami River Greenway Regulatory Guidelines – Professional Consulting Services

III. **CHAIRPERSON'S OPEN AGENDA:**

IV. **ADDITIONAL ITEMS:**

HOMELAND DEFENSE/
NEIGHBORHOOD IMPROVEMENT
BOND OVERSIGHT BOARD
MINUTES

3-19-07 – 6:00 P.M.
CITY OF MIAMI
CITY HALL CHAMBERS
3500 Pan American Drive
MIAMI, FLORIDA 33133

The meeting was called to order at 6:16 p.m., with the following members found to be

Present: Rolando Aedo
Eileen Broton
Ramon De La Cabada
Mariano Cruz
Robert A. Flanders (Chairman)
Laurinus Pierre
Gary Reshefsky
Jose Solares
Hattie Willis

Absent: Luis Cabrera
Luis De Rosa
David Kubiliun
Jami Reyes
Manolo Reyes (Vice Chairman)

ALSO PRESENT: Mary Conway, Chief of Operations
Larry Spring, Chief Financial Officer
Rafael O. Diaz, Deputy City Attorney
Pilar Saenz, CIP Department
Danette Perez, CIP Department
Zimri Prendes, CIP Department
Joyce A. Jones, City Clerk's Office

March 19, 2007

I. **APPROVAL OF THE MINUTES OF THE MEETINGS OF JANUARY 23, 2007 AND FEBRUARY 27, 2007.**

HD/NIB MOTION 07-04

A MOTION TO APPROVE THE MINUTES OF THE MEETING OF JANUARY 23, 2007.

MOVED: M. Cruz
SECONDED: R. Aedo
ABSENT: L. Cabrera, L. De Rosa, D. Kubiun, J. Reyes, M. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present.

Gary Reshefsky noted that Updates 1, 2, and 9 referenced future discussions to take place at the next board meeting, which have not taken place. He requested that these discussions occur at the next board meeting.

HD/NIB MOTION 07-05

A MOTION TO APPROVE THE MINUTES OF THE MEETING OF FEBRUARY 27, 2007.

MOVED: R. De La Cabada
SECONDED: R. Aedo
ABSENT: L. Cabrera, L. De Rosa, D. Kubiun, J. Reyes, M. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present.

II. **OLD BUSINESS:**

- Briefing on Homeland Defense Neighborhood Improvement Program.

Chairman Flanders: All of that being said, let us move right into the Audit Subcommittee meeting -- minutes. Rolando Aedo will take that away. Thank you.

Rolando Aedo: Thank you, Bob, and what I propose we do -- and obviously, the Board can suggest otherwise, is -- there was -- I want to make sure there's a couple of key documents in front of everyone, and it -- Excuse me. Back to Bob.

Chairman Flanders: If the Clerk will note that Mr. Pierre has arrived. Thank you.

Mr. Aedo: So, as I said, I'm going to assume, for the sake of this discussion, many of the Board members were at the Audit Subcommittee last week Thursday, but for those that weren't, you should have received a significant package of information, and we're

not going to go through it all bit by bit; that's what the Audit Subcommittee is set up to do, but there were 11 questions that were posed by the Audit Subcommittee in prior meetings that were responded to at the last meeting on Thursday, and I want to quickly go through those questions and the responses, and then really spend the bulk of our discussion, or our time today focusing on the reallocation of funds, which is going to have to be necessary for a variety of reasons, including some overruns, some scope changes, and so forth, so with that in mind, let me -- can I confirm that everyone has the 11 points for discussion? Everyone has that?

Chairman Flanders: Yes, and if I may interrupt yet once again -- sorry, Rolando. Madam Clerk, if you will note, for the record, that Gary Reshefsky is now present. Thank you.

Mr. Aedo: Many of these questions and issues have very, very quick responses. Some of them required a little bit more amount of detail, which was provided in detail at the Audit Subcommittee, and there are some issues that will still be pending a further response from the staff at the -- at additional meetings, but as I said earlier, I think that this Board would be best served during this time tonight to look at what is arguably the most critical situation, which is the reallocation of funds to cover everything from scope changes, to material costs, and other issues, and moving forward, especially with the second series of bonds being issued shortly, so with that said, I will go through these. One of the issues identified was the need for better assignment of staff to respond to the Board's questions and concerns, and the response has been that Mary Conway, the COO of the City, will be staffing the meetings, at least, in the immediate future, and I guess, depending on how the meetings evolve, she will stay on as long as -- at our pleasure. There's obviously a lot of other capable staff available, including Gary and others, but we do appreciate the fact that Mary will be making herself available to this Board and to the subcommittee moving forward. Thank you, Mary. We appreciate that.

Mary Conway: Certainly.

Mr. Aedo: The second point was, you know, we had requested a copy of the scope and contract of the professional services agreement with HDR for program management services, and that was provided. It's quite an extensive document, which we will all be going through in some detail, and it'll probably take us all -- a little bit of time to go through that, but it was provided, as requested. Might take away -- and I'm going to defer to some of my other board members, and as well as to Gary, as the cochair of the subcommittee. Overall, it seems to be a very usual and standard practice in this -- in these types of programs. We are going to be looking through the document in detail, but it will take us some time, but I imagine that we will have some future conversations and questions at additional subcommittee meetings in the future. Gary, was there anything specific --? I know you just arrived, but what we're hoping to do is go through the basic questions and the responses, and then spend the bulk of the time focused on the reallocation due to the scope changes and the shortfalls --

Gary Reshefsky: Absolutely.

Mr. Aedo: -- so I'm just going to quickly identify the point and identify the staff response.

Mr. Reshefsky: OK.

Chairman Flanders: May I interrupt --

Mr. Aedo: Of course.

Chairman Flanders: -- yet once again? Madam Clerk, if you will note that Ramon De La Cabada has arrived. Thank you.

Mr. Aedo: Point 3 was --

Mr. Reshefsky: Hey, Rolando.

Mr. Aedo: Sure, Gary.

Mr. Reshefsky: Just going back to number 1, in addition to Mary, I think we ought to note -- and if you didn't do it already -- I walked in late -- that the City CFO, Larry Spring, is here tonight, and joined us at our Audit Subcommittee meeting for about two hours, which was really helpful, and his comments were insightful, and certainly, we would have liked to have had him here in the past, and he's been very gracious to come tonight and anytime that we have any questions on some of the financial side of things, including the City's plans with selling the second series bonds and considerations that they make in that process, as well as the considerations they made in the past, and also, you should note that before Larry was a City employee, he was a member of this board when we got started very early on, so he also has an insight into what we're trying to do here.

Mr. Aedo: Thank you, Gary. Point 3 was the members had requested an explanation of the JOC administration program, and there was a significant discussion in terms of what JOC is and that 1.5 percent fee, and the evolution of Gordian Group, which, in essence, has a monopoly on this business, and at least, it was explained to my satisfaction. It's a pretty standard practice in this business. The next point was we were asking why -- we were asking for an explanation of why the City has to use JOC. My takeaway and our takeaway was the City does not have to use JOC. JOC is one of probably four tools that the City uses; JOC, design-build, the regular bid process, and there's in-house resources, so that question was answered to my satisfaction. What will be part of the follow-up to the discussion was, you know, in what time -- in what instances or what percentages is the City using JOC versus design-build versus, you know, the bidding process. What did come out from that discussion, as well, is that the City seems to be leaning or shifting more of its efforts towards less of JOC and more of the bidding process, and that is as a result of a variety of factors; the nature of the work, the time allowed for some of the work, and so forth. Hopefully, I'm capturing the essence of that.

Ms. Conway: You are, and I just wanted to add, the sheet that just got handed out to you is something that we discussed last Thursday. These are just a few representative sheets out of the JOC book itself to give you an idea of how items of work get priced, and this is just a representative sample that we discussed, and we are in the process of putting together the other information regarding the different types of contract delivery methods and the numbers and dollar amounts of jobs that we've done with each to date.

Mr. Aedo: Thank you. Point 6 was members wanted to know if the Little Haiti Park cultural and soccer projects are on time and within budget, or were there any cost overruns. There were contracts that were provided. Mary, was there -- were you prepared to speak to that in addition?

Ms. Conway: We passed over item 5.

Mr. Aedo: Right.

Ms. Conway: Did you want to go back to that one or --?

Mr. Aedo: Oh, I'm sorry.

Ms. Conway: That's OK.

Mr. Aedo: Yes. Item 5. That's what Bob was putting in front of me. Thank you, Bob. There was a request for a list of the no-bid contracts under the bond program, and I'm going to quickly go through them now. They do represent about -- originally, they represented 40 to \$50 million of projects, which currently stand at about \$80 million. Of those, it includes the Little Haiti Park Cultural Campus and -- which the names of the firms are Zyscovich and Pirtle Construction, and then the Little Haiti Park recreation component, and that's RDC, Recreational Design & Construction, and then there is the Jose Marti Gym, which has both Zyscovich and Pirtle working under that, and then there's the Grapeland Park. What the committee and myself observed, obviously, was that this was a significant number in terms of dollars for these projects, but there was some synergies because of the fact that many of these vendors had experience in these areas.

Chairman Flanders: The firm of Zyscovich had the inside track on the design services because they had actually conducted the -- and I may turn to Hattie Willis and ask for her backup here -- they had actually conducted, for the City, the charrettes and the series of public meetings that were held to ascertain what the communities wants, needs, and desires were, so Zyscovich had a working knowledge from the get-go on this particular project and did not have to ramp up or be brought up-to-speed on our dime. They already were there.

Mr. Aedo: And then I believe Pirtle had a pretty intimate working relationship with Zyscovich, so there were some synergies there, as well, and then, lastly, RDC had a proven track record in developing water parks.

Chairman Flanders: Right. Actually, I think they had just completed a water park in Broward County.

Ms. Conway: That's correct. That would be C. B. Smith and Pembroke Pines for Broward County.

Mr. Aedo: But on this point, there was significant discussion because the original budgets were in the 40 to \$50 million range and currently stand at or about \$80 million, if the numbers are current, and that is something that was significantly discussed at the subcommittee level, and Mary, is there kind of a snippet that you can tell us as to, you know, in essence, almost the doubling of the value of these combined projects?

Ms. Conway: Sure. I'll give you a few representative examples. We discussed Grapeland Park before and the fact that Grapeland Park required in excess of \$9 million of contamination remediation associated with ash material and other contaminants in the

soil. At Jose Marti Park, the primary reasons for the cost differential there, in addition to other things that we've talked about on projects across-the-board, which is just market escalation from 2001 to present, is also the fact that we had some major underground utility lines, and rather than being able to vacate a portion of street that we thought we would be able to do at grade, we actually have a major FPL duct bank and had to develop a two-story gymnasium structure to fit it into the limited land area constraints at Jose Marti Park east of the I-95 right-of-way, so right now, where Finnegan's is open, that's the area where the gym will be located. On the Little Haiti Park, issues associated with land acquisition, assembling the land, being able to do friendly acquisitions versus eminent domain, and the cost there, as well as site conditions -- we had some unforeseen conditions associated with the demolition of the trailer park and some of the septic tanks and other things that we had discussed previously, so all of those factors, in conjunction with not -- having budget estimates initially, as opposed to very detailed scopes and cost estimates, and also the significant market changes we've seen over a six-year period, all of those things together attribute to the cost changes.

Mr. Reshefsky: Just to summarize the last few items, the Board should know that we probably didn't spend as much time at the Audit Subcommittee on each of these items as we would have liked. We -- I don't want to say that we're finished going over each of these items tonight. I mean, I think what we're going to do is spend another Audit Subcommittee or two going through some of the items, like this particular item that we really -- maybe didn't spend as much time digging into each of these line items as we would have liked to have done just because our list is so long, and we plan to do that within the next, I think, month.

Mr. Aedo: And that's what I said is that what we did -- and we spent about two and a half hours or so talking about these things, and the way we concluded the meeting was knowing that we did need to get together. The next item was the members wanted to know if the Little Haiti Park cultural and soccer projects are on time and within budget, and if there were any cost overruns. I am going to throw this back to Mary because I know we did discuss this, but I want to make sure it comes across correctly. Mary, we do have a sheet here that tells us when the construction that was started. In the case of Little Haiti cultural campus, that was on January 8, 2007. The construction is scheduled to be completed by May 2008, and I guess final permits were just issued this past February.

Ms. Conway: Correct.

Chairman Flanders: If I can jump in here just a second. Mary suggested, actually, last Wednesday I drive by the project sites. I could tell you that they are both well underway; that the sites have been cleared, and they've actually started construction. There is concrete progress in both places.

Mr. Aedo: Now, Mary, this question about any -- are there any cost overruns -- and it's kind of a universal question on many of these projects. If we were to define this as how much was allocated from the bond, in terms of what these projects will end up costing, is there a simple answer as to whether there are cost overruns, or how would those be categorized?

Ms. Conway: Specifically -- and what we'll do for the follow-up Audit Subcommittee meeting, like Gary had just mentioned, is we'll be prepared for the Little Haiti Park

projects. You have the contracts here, and you have the current schedule dates, but we'll be prepared to go through with you in detail what the original contract amount was, what any change orders have been to the contract. Now, in the case of Little Haiti soccer, we've been before you previously, and we've talked about change orders associated with the removal of the septic tanks and the underground utilities; changes associated with some illegal dumping and tires and things that were on the site; changes associated with ADA compliance when we were unsuccessful getting an ADA waiver for the stadium and had to then put in a canopy that extends over the full bleachers, as well as put in a lift to the viewing area for the referees, so there are a series of things like that that have resulted in change orders for the Little Haiti soccer project, all with very well-defined substantiated reasons behind them, and what we'll do at the next Audit Subcommittee is run through those and have a spreadsheet and a table put together so that you can see original contract amount and any change orders that were required, and on the issue of change orders, in general, I'm not aware of a single construction project that, from its inception, goes all the way through to completion and doesn't have something that arises that results in a change. In the case of the Little Haiti cultural project -- with Little Haiti soccer. Little Haiti soccer was done as a design-build project, and it was done that way deliberately so that as elements of the design were completed, construction could begin. For instance, as we were able to have the design of the fields and the lighting completed, we were able to start on that while we were still working on completing the design and the permitting for the building structures that had a longer lead time. In the case of Little Haiti cultural, those plans were taken to completion through permitting, and only then did we have a fully negotiated guaranteed maximum price with Pirtle Construction, so in the case of Little Haiti cultural, there have not been any change orders to date. I would be hopeful that, as we get through that construction, there won't be unless something significant happens, if we have a storm or some event that is unknown. We'll summarize the change orders for the soccer field when we get together at the next Audit Subcommittee.

Mr. Aedo: Mary, the document that all the board members have, in this document, there is a section that deals with both of these projects. It does show there that there was a shortfall of 1.1 million on the Little Haiti Park cultural campus.

Ms. Conway: Yes, and that is based -- and we actually didn't get to have that conversation while Gary was still at the Audit Subcommittee. We knew when we brought the final guaranteed maximum price contract for Pirtle Construction before the Commission that we had a funding gap, and we allowed it to move forward -- and Larry can chime in on this when he steps back in -- with an understanding that those funds would have to come from another source, so while you see that on the spreadsheet where we're going to go over the reallocations in detail, that's not something new. That's not on top of the contract that's already been approved by Commission; it's a part of it.

Mr. Aedo: OK.

Hattie Willis: Mary, my question to you is on -- I see that you gave us this page for the construction, and it says the soccer park. My question to you on the soccer park, is the building included in this, the rec. building?

Ms. Conway: The recreation building is a part of the contract, but we're still having discussions about whether it will proceed as designed at the smaller square footage, or

whether there's still an opportunity, if any, to try to get additional funds to have a larger facility. At this point, that's still a pending issue to be resolved. What's included in this contract is the smaller building that you've seen before, the plans.

Ms. Willis: Which smaller building because the building increased in size?

Ms. Conway: I think we had about a 1,200 -- and I apologize because this is off memory -- square foot community building. We had a NET office that was in a separate building, and then we had the restrooms, and then a portico around the entire site that connected to the parking area, and then to the soccer fields.

Ms. Willis: OK, so it went back -- it went -- scaled down?

Ms. Conway: We never changed from that because of the issue of additional revenues. There was some discussion about having a larger gymnasium, larger sized community building, and this all goes back to when we had to demolish the existing church property after we finally took possession, and it was so deteriorated. Initially, the plan was to rehabilitate that existing building that had a much larger square footage. Once that was no longer an option and we had to demolish that larger building, the cost to do the rehabilitation versus the cost to demolish and build a new structure, we had to down scale the building -- the new building design to keep the project within the budget, so the original square footage of the existing building that was going to be rehabbed was larger than the current design plans for what we can build within the remaining existing budget.

Ms. Willis: OK, when we had the town hall meeting, and the new manager was there, it was said -- it wasn't a discussion that the building was going to be 44,000 square feet. It was -- I mean, 4,400. It wasn't a discussion. It was said that it was going to be increased in size, so I guess we need to go back to the -- find the information on that. I'd like for you to research that because that was said in stone.

Ms. Conway: I was at that meeting, and it's really an issue of resources, and that's why I said that -- that's why you don't see construction of that building underway right now because we have not been successful to date in identifying additional monies to be able to build a larger building, so that's still something that is pending. Everything else in the soccer park is under construction, except that building.

Ms. Willis: OK.

Jose Solares: When you said that the rehabilitation of the church building -- was that part of the original design, or was something an idea that somebody had?

Ms. Conway: No. There were plans that were developed for the rehabilitation of the church. If we had somebody here from Asset Management, they could explain in better detail than I can, but from the time that the City began trying to acquire the church site until we finally got through the eminent domain process and were able -- we had a lot of difficulties from the property owner being able to get access to the building and being able, even once we had final payment, to get things moved out and to take possession of the building, so there was quite an extended period while we were in the process of acquiring the church building that -- for instance, after the storms from a year and a half ago, the tower that was part of the church building, the pastor allowed the roof to cave in. There was nothing done to protect it. Water intrusion occurred on the building, so

the original intent, three years ago, was to take that existing structure, do rehab of it. Unfortunately, by the time we finally completed the acquisition and took possession of the property that was no longer an option, and it was deemed an unsafe structure and had to be demolished.

Mr. Solares: OK. The reason I ask that question is, on the meeting the other day, somebody questioned about Roberto Clemente Park, and it appears there is now two parks that are -- I hear. I was not involved in it, and it's the same thing. Somebody thought they were going to do something, and then they couldn't do it because for some design issues on it. Who's accountable for what is what I think I'm going to do to what is what I'm going to do? Nobody's accountable on it?

Ms. Conway: I think we're all accountable. I don't think there's anything that we could have done to have controlled the court process, the eminent domain land acquisition process, when the City was actually able to gain access to the property and to take physical control of the property once we had already initiated that land acquisition process.

Mr. Solares: I accept that one. How about Roberto Clemente Park? I think that Roberto Clemente Park was not an issue similar to the church.

Ms. Conway: The issue is similar, but different. At Clemente, there were several holes that were done in the ceiling so that the engineer could get access and to see the level of deterioration or the structural condition of the truss system and the roof system. Unfortunately, when the contractor actually -- when the plans were completed, the plans were permitted. The contractor actually got on site and started removing the entire ceiling system and expose the entire truss system. The damage was much, much more extensive than what was observed when several of the holes were done. The same thing took place when the interior drywall was removed; that the deterioration on the roof structure, on the beams, as well as the column supports, the wood deterioration from termite damage was much more severe than what was determined when test holes were done to see the condition of the structure.

Mr. Solares: I'm not addressing it to you saying it's your accountability, but it seems to me that professional architect or engineer has to take responsibility of it.

Mr. Aedo: Mary, on the issue of Roberto Clemente, which is actually Point 9 on the document, what's being asked is is there any liability on the person that's actually conducting the inspection itself?

Ms. Conway: I think we need to go back and look at that in more detail, in conjunction with some other pending projects where we may have issues of design errors and omissions, and we need to look at it in more detail so that we can ascertain whether the initial investigation work that was done was reasonable, and whether, based on what was reasonably done, you could have anticipated the level of deterioration. Based on the feedback that I've gotten from staff, I do think that the level of effort that was done was reasonable, without demolishing the entire roof structure. I think it's unfortunate that this building was just much more deteriorated than anybody could have reasonably anticipated, but we will go back and take a look at it again to verify that so that we can respond to the Board.

Chairman Flanders: Let us put this to bed by asking a question. Now that we know what we know, going forward, what safeguards do we have from this occurring in the future?

Ms. Conway: One would be, when we did some of the initial invasive investigation and the holes, we saw damage. We knew when we did that that we saw damage. What we didn't realize was the extent of the damage, and I think the lesson going forward to learn from this point forward is that once we saw a certain level of deterioration that was beyond what we would have anticipated for a building of that age, that we'd have to invest upfront more, and not just do the representative sampling, but take it to the next step before we finalize the plans and began the construction contract.

Chairman Flanders: So that, in light of the preventive maintenance of the past 25 years, then it would almost be a given that you're walking into a nest of problems?

Ms. Conway: We're finding that on several of the projects. You know, we're not finding it on a lot of others. You know, we're doing renovations and remodeling to a lot of buildings that have held up and have weathered the years very well, but we are finding on others, with termite damage in particular, that old problems were not addressed and they caused much further structural deterioration than we would have originally anticipated.

Chairman Flanders: One final question: Does the City have a good termite inspector/preventative measure in place because, going forward, we're always going to have termites.

Ms. Conway: From an operation standpoint, we're addressing that across-the-board with inspections and with preventative maintenance on all of our buildings.

Chairman Flanders: OK.

Ms. Willis: One of the things that I see that's very, very wrong with the whole situation across-the-board, and that's every project, is when we start these projects, we know from design, to the thought process, to the actual building of the project, that the money is going to increase because the cost of everything is going to go up, so who is the watchdog on these properties to make sure that, by the time whoever's project gets the time to build actually goes through the phase just like Little Haiti Park project, that somebody is watching that what we started out with the money is not enough to do this project?

Ms. Conway: The Capital Improvements Department staff are responsible for that, and the Capital Improvements office staff do update the costs on a regular basis as the plans are developed, and basically, once we get to a final plan completion level for any of these projects, if we're within budget, we're fine. If the final priced construction cost of the project exceeds the remaining available budget, we go through an exercise of seeing whether we can value engineer the project and remove elements -- but clearly, keeping the intent of the project, but to keep it within budget. We went through that exercise a year and a half ago, and there were a lot of projects that never came back before the Board because we were able to value engineer and keep the projects in the budget. There were many projects that, when they were priced, remained within the originally established budget, and then there were other projects, some of which you'll see when

we go through the detailed list, where we were not able to keep the intent of the original project and be able to construct it within the originally defined budget for the project, and those are the ones where we have to look for -- either we have to look for alternate revenue sources to complement what we already have to be able to complete the project or discuss whether the project merits moving forward, and the thing that we're hopefully going to spend most of the time this evening talking about is the proposed reallocations to be able to finish all of the projects that were started.

Ms. Willis: So you're thinking that the process that they have now, it works? Because it just seems like it's not OK.

Ms. Conway: The only comment that I'll make there is some of what we discussed at the beginning of the Audit Subcommittee -- and Bob, I'll defer to you to weigh in on this as well. When the City put together the Homeland Defense/Neighborhood Improvement Bond, I think it was a significant positive effort, but it was a bond plan that was developed in a four- or five-week period. The time that was allowed to come up with the projects and the types of projects, there were cost allocations, or budget allocations made to those projects. What we found, over time, for all the various reasons that we discussed earlier today, as well as in previous meetings, is that once we had more defined scopes of work, cost estimates, market fluctuations, unforeseen conditions, that those budget estimates for some of the projects, they were reasonable, and we were able to complete the projects within those budgets. For some of them, we actually had surplus monies, and we'll talk about that later, but for many of the projects, they required additional funds to be able to complete them. What we're doing for upcoming future City bond allocations is more upfront detailed work regarding scopes of work, cost estimates, having plans designed with other revenue sources so that they're fully priced and ready to go, and right now -- and Larry Spring can talk about this later when we talk about the financing and the future steps with the bond, but right now we're looking at additional bond issuances, not just to complete Homeland Defense/Neighborhood Improvement projects, but also to begin extensive street improvement projects throughout the City. For the majority of the projects that will be funded through the first series of that bond, we already have the plans on the shelf ready to go, so we have done a significant amount of upfront work over the last two years. We have -- not only do we have detailed scopes and project cost estimates, but we actually have design plans that are completed and ready to go. I think what you're seeing here is transitioning from what was done initially with this bond to learning lessons over the last several years so that we're better positioned moving forward.

Mr. Aedo: I don't want Ms. Willis to feel like she's alone in her comment, if I understood it correctly, but I think that the Administration needs to do a better job of utilizing our Board as a resource in some of these decisions whether projects go forward or not, and I think we talked about that at our audit meeting, and I hope that happens more in the future in terms of whether projects should be scrapped or downsized, or even started. I also think that what concerns me and what we're going to try to get to the bottom of are projects that were scrapped where we've spent money on them already for design, and third, projects where we are going to maybe sell some bonds for the construction money because we've already spent money on the design. I think that was a fatal flaw that began here about a year ago. I think Mary mentioned something about, in the future, we're going to price the projects so that we have them ready for when we get the money, but I think that's a distinction, if I'm correct, from what she said a year ago of design them and then we'll get the construction money, and then the last point I want to make is

I think we need to stop talking about 2002, about what we did in 2002, where we threw money at each project because I don't think that is the cause of where we are today. I think a lot of the projects that we're seeing that are over budget are over budget because they were scoped out after the fact for design, and then things escalated, so I think we need to talk about more recent problems and cost overruns, not 2002.

Ramon De La Cabada: You know, basically, the City was not ready to deal with all this good fortune that came from the bond, or maybe didn't have the proper infrastructure to properly assess and budget out projects. I guess the question that I have is, do we have the proper infrastructure now, when you're talking about issuing new bonds and everything else so that we properly budget things? How are things going to be different this time around?

Ms. Conway: As far as our preparedness now versus before, one of the items that we talked about on number 2 and why are we using program management services at all. That's a part of the reason. A part of the reason is to be able to have additional staff resources so that we can address the projects more thoroughly on the shorter time frames that are before us. That is one of the pivotal areas. Another thing is we actually have one or two people who are dedicated full-time to review of plans, to preparing cost estimates and take-offs on plans, so that's something that, through the program management contract, we've been able to add some of the technical expert services that we didn't necessarily have previously so that, going forward, we'll be better positioned. We've also implemented -- we didn't have an automated database for how we tracked projects, schedules, cost estimates five years ago. All of the finances for all of the capital projects were tracked manually on spreadsheets. We implemented, three years ago, a comprehensive electronic database, which is actually the database that generates all of the financial information and the reports that you'll see in the City's capital plan, and that database also has project schedule dates for project milestones, so we have a lot of tools and things in place now that we didn't have three and four years ago that we've put into place so that we can mirror best practices for the delivery of a capital program and engineering projects.

Mr. Aedo: There was a point, which is Point 7, which the Board had requested how they're going to account for the incremental maintenance and operations that would be necessary for all the capital improvement programs, and we were presented with the Capital Improvement Program 2005/2006, which includes a section called "Operating Impact," which, I'm assuming, uses best practices in determining the incremental percentages of funding required for the maintenance and operation of these additional projects. That was one point that was made at the meeting. The other one was that the project analysis form has been further modified to specifically identify the -- over a five-year period of time, the operating costs associated with the project, so those were two points that were in response to that question. The other question -- and then I think we're going to jump into the reallocation -- was there was significant concern by not only us, as board members, but by residents, about the closing of multiple parks within the same district, and the question was posed, who ultimately makes that decision, and is the Commissioner fully aware of the impact of those decisions, and the response back was that the, yes, the Commissioner is fully aware of when that happens, and I guess, ultimately, if his constituents have a concern about that, then they should approach their Commissioner's office.

Ms. Conway: And I'd just like to add also, when we were talking about preparedness, in a particular instance, in District 1, with Grapeland Park and Fern Isle, both of those projects were funded with the first series bond proceeds, so there was a desire to get them designed and implemented with those first series dollars, and while it was and has been very inconvenient for the local residents to not have those facilities available because they're both in construction at the same time, going forward, without having the pressure of having the money in hand and having two projects in the same neighborhood impacted, we certainly intent to try to minimize impacts, and we have done that to a certain extent with the pool projects that we've been doing around the City that are also funded through the bond.

Mr. Aedo: Mary, to the point earlier, moving forward, is it fair to say that the City staff and the Commissioners are taking concerted efforts to not bring major amenities and parks offline? Are there going to be more instances of when major assets within one district will be offline?

Ms. Conway: I think the answer, at least, as the plan exists today, is no. What we have been doing, though, is we're not beginning construction until right after the summer session ends and school starts because the summer session is when we see the highest usage in most of the pools, so we are trying to do that advanced planning.

Mr. Aedo: And then the final point, before we get into the allocation, was that the members had requested a pretty specific breakdown of all the projects in terms of how they relate to true homeland defense projects, the police training, the fire stations versus parks programs, for example. We do know -- we all did know going in that half of these projects were, in essence, going to be non-homeland defense related, but I do think that, based on the reallocations that we're about to hear about in just a few moments, those percentages may have shifted somewhat significantly, so I want to use it as a segue -- and Mary, will you encourage us to follow you on this document? Is that what I'm anticipating?

Ms. Conway: Yes. What I'd like to do is invite Pilar Saenz, our assistant Capital Improvements director to come up and just run you through one or two of the line items so that, if you didn't get a chance to look at the e-mail and her little tutorial about how to read the spreadsheet, we can do that quickly, and then the way that we set up this spreadsheet is -- and again, this was at the request of the Audit Subcommittee members, I think, was a great idea. Any project that is recommended to reallocate monies to cover a funding need on another project is highlighted in the pink, and those are the ones that I'd like to be able to go through and then explain where the -- which projects are receiving monies, why they were deemed a priority, some of the rationale that we used when we went through and made the recommendations.

Pilar Saenz: What I'd like to do is take you through a little understanding of the sheet, especially for the benefit of the members who were not present on Thursday evening. I'm going to run you through a project that has an additional funding demand, and then a project where we are taking the dollars available from second series and reallocating them. What all the pink items do is create that pool of funding that gets reallocated to the shortfall items.

Mr. Aedo: These recommendations, have they -- are they recommendations that need to be approved by Commission, and prior to even getting to that point, I would imagine they're being vetted out by department heads, police chiefs, fire chiefs, et cetera.

Ms. Conway: All of the recommendations have already been discussed internally at a staff level with the various client departments and with the City Manager. All of these recommend -- these two spreadsheets that basically show all the recommended reallocations, along with the capital plan and the streets bond, have been distributed to all of the district Commissioners, and we're in the process of setting up and performing the briefings of the Commissioners of this, which will be part of the capital plan that will be discussed at the April 12 Commission meeting, so that we have an opportunity to go through and have the detailed discussion, and then, as is typical when the capital plan is presented -- because, obviously, this is a significant document -- any changes that are desired to what's recommended in the plan are typically stated on the record during the discussion of the capital plan, and then those adjustments are made subsequently, but the information is in the hands of everyone, and we're in the process of getting feedback. We did one Commissioner briefing today; we have three tomorrow, and I think we're set for the Mayor and one of the last Commissioners next -- I think, on Wednesday.

Mr. Aedo: Thank you.

Eileen Broton: I understand that. I'm just wondering if, since we had done the initial recommendations for approval, that we shouldn't have seen it first before it would be recommended to the Commissioners, et cetera.

Ms. Conway: That's why we're here. You are seeing it first.

Mr. Reshefsky: It's not going to the Commission until April? Is that what you said?

Ms. Conway: Till April 12.

Mr. Reshefsky: So are you looking -- is your suggestion that you're looking to the Board to vote as an advisory board on each of these allocations?

Ms. Conway: Well, I guess what we're looking for or what we'd like to do is be able to run through and just, at least, initially -- we're happy to stay here and go through item by item by item tonight, but what we're looking to do is not on a project by project level because you'll see, when we get into this, you can't do it that way. In some areas, it's relatively simple to say that we're recommending shifting money from police preparedness initiatives to the police training facility. In other areas, it's not that simple to be able to make that type of a correlation, which is why we've given you this report in two different formats. The first format that you were just looking at mirrors how you've been used to seeing the project report on your monthly Bond Oversight Board information. The second report, what we did was a sort by district so that you could, as well as the district Commissioners, could see the representative allocations within a district, so that while monies may have shifted around within a regional area of the City, that the approximate total remained pretty much the same, maybe a slight decrease, but where we had slight decreases, we had other revenue sources separate from the bond that came in, and in some instances, we saw some slight increases, but you could see that we made our best effort to try to, at least, geographically, keep things in relatively the same area that they were, so rather than asking you to, you know, give us an

advisory approval line by line by line, what we'd like to do is get any specific comments or feedback you may have regarding the reallocations and the merits and any feedback you have so that when we sit down with the Commissioners and the briefing -- I mean, ideally, if the Board was prepared to -- and I wouldn't expect you to be able to this evening -- it's a lot of information, but we would love to be able to have an advisory recommendation of the reallocation plan. Right now it's an issue of timing. The information was distributed to the Bond Oversight Board members in the Audit Subcommittee virtually at the same time that it was distributed to the elected officials, and then the Audit Subcommittee, and tonight's meeting, and what I'm anticipating will be another Audit Subcommittee, if that's the will of the Board, will occur before the April 12 Commission meeting.

Chairman Flanders: I wonder if the Chair -- that I might entertain a motion that we have a form which actually tracks reallocation. We're supposed to see where every dollar goes. I don't have a quarrel myself, personally, with any of the reallocations, but I do have a problem with not having a record of what the original intent was, where the money was supposed to go, how we're reallocating it because somebody may come back to us and say, why did you take our money away from us, or in other words, you want a paper trail, and I would be happy to entertain a motion from somebody that we create a form, just as we've done the tracking form where the City staff, CIP, actually makes a recommendation; it comes before us, and we actually act on it.

Ms. Willis: I want to add something to that, Bob. I have a problem. Bob said he didn't, but I do because, see, my problem is I'm going to raise a flag. The first question that want to get back to my Commissioners and everybody on this committee is you moved the money -- when you move it -- just like you moved it in the police area, is it going to be moved back in my district? Is it going to be moved back in your district? Because if you're going to take money from one of my projects and move it into somebody else's district, I got a problem with that because my district is the one that has the least amount of things being built on a continuous basis. Now that's unfair, and if it's going in somebody else's district, I think it would be unfair to move their money somewhere else without them knowing what you're doing. The second thing to that is is like Bob says. We need to be aware of what you're moving, when you're moving it, and before you move it, so that we can say to our Commissioner that we have a problem with that because we do have to go back to our constituents and our community and say to the people in our neighborhood associations that we agreed to whatever it is that you're saying.

Chairman Flanders: I don't want to gang up on Mary, but I would like to correct one thing that you said. I don't know if you were here, but a question was asked about District 5. District 5 actually has more projects in work than any other district, with Little Haiti Park and everything else. On the other hand, it was systemically starved over the years, and we all know that.

Mr. Solares: I'm not even talking about specifically about districts. It seems to me people got committed -- in Margaret Pace Park -- I don't know which district it's on -- but I assume the residents in that area were promised to get something done in their park. Now all of a sudden, they're going to reallocate \$2 million out of Margaret Pace Park. The residents in there, they were expecting something. And let me tell you. I did not vote to take it out of there. It seems to me that if the Commissioner wants to take it out, it seems to me it's the Commissioner's responsibility to go over there and say, hey,

Margaret Pace Park, you're not getting any money, but I don't see myself, as a member of the Board, saying take it away from Margaret Pace Park.

Chairman Flanders: No, no, no. Actually, in that particular example, Margaret Pace Park was funded with something else, and it didn't impact this particular bond.

Mr. Reshefsky: Bob, I think we got to come up with some kind of mechanism to --

Chairman Flanders: Yeah. That's what I'm saying.

Ms. Willis: But can Mary answer the question, though?

Chairman Flanders: I'd like to entertain somebody creating a mechanism where we can track this because, quite frankly, look, the practicality of this -- pragmatically speaking, the Mayor wants it, and the Commissioner of the district wants it, and the people want it, and it's money within their district, or it's money within a particular department, like the Police Department, where, you know, it makes common sense. On the other hand, this Board is supposed to know, and not only that, we're supposed to say yes or no, vote it up or vote it down.

Ms. Willis: I need Mary to answer my question. Go ahead.

Ms. Conway: Which question?

Mr. Aedo: Will the money stay within the district, generally speaking? Because you spoke about that at the Audit Subcommittee. These reallocations -- talk about the reallocation of the money and how they will impact the districts.

Ms. Conway: Yes. If you look at the other spreadsheet, and if I might answer the Chair's question in conjunction with this. This is the tracking mechanism. This spreadsheet is the document that will show -- and it'll be then incorporated onto the report that you're used to seeing on a monthly basis, which is the last item in your packet that has this high level summary report, but then also is backed up by the individual sheets that show every expenditure on every single project within the City that is funded through this bond issuance.

Ms. Willis: Does the money move from district to district when you're moving this money? When you move it, do you move it inside the district?

Ms. Conway: For the most part, yes.

Ms. Willis: When you move this money from wherever you moving it from one project, does the money that you move stay in another project inside the district?

Ms. Conway: For the most part.

Ms. Willis: So the answer is no?

Ms. Conway: It's not a perfect dollar for dollar.

Ms. Willis: So the answer is no? You can move it somewhere else.

Ms. Conway: We did our best effort. The project dollar amounts -- we have to have a final total -- the original HD total was 255 million. We have to have a final total of 255 million. Depending on what the total value is of a project that needs money versus one that gives up money, we couldn't necessarily do the correlation to the penny, but if you look at the total summary by district, you'll see that they're very close.

Ms. Willis: I don't have a problem with that. To me, \$2 million is missing, and \$2 million in my district means a whole lot to me, and I'm sorry. I don't agree with that, so I'm going to bring that to my Commissioner. I don't agree with that. You take \$2 million from my district, to me, that's taking thousands of dollars of food out of a kids mouth to me because my district is starving. My streets are the worst. My everything is the worst. I don't agree with that, and I don't think you should do it because now it's only \$2 million. Next time, it'll turn into \$10 million, so I don't agree with that. Who made that decision to do that? Who came up with this?

Ms. Conway: Actually, if you look at parks in District 5, just the park projects that are within District 5, you see an increase of \$2 million, and what you're not seeing on here that was part of the decision-making process is we looked to fund projects with other revenue sources so that projects could be completed.

Chairman Flanders: So what you're saying, Mary -- and I think that -- Hattie, if you'll just bear with me a second. This isn't the actual accurate price of all the projects. This is just what the bond has contributed towards those projects.

Ms. Conway: That's correct.

Chairman Flanders: Those projects actually total much more than you see here, and I'm sure the other figure can be gotten so that you could see the actual full expenditure, but believe me, it's beyond what you see here. I think Larry Spring wanted to address you issue, as well.

Larry Spring: These funding gaps, if you will, that you're seeing here, my office, working with our financial advisor and bond counsel for the Homeland Defense bond in preparation for the next issuance that we're getting ready to do, is looking through the documents to see that there may be a possibility of issuing completion bonds. The completion bonds would allow us, without going back to referendum, to fund whatever those shortfalls that occurred in certain projects due to the cost allocations and things that naturally happened in these bond issuance. We were talking about bond issuance that take ten years to implement. That language is sometimes included in the bond documents, so we're researching right now to see if that is indeed the case for this particular issuance. We also have other bonds that we are actually going to issue probably about 30 days after we do the second tranche of Homeland Defense. The streets bond, which are some of these other revenue sources that Mary's been referring to that will help complete some of the projects in all of the districts if they -- obviously, if they comply with those bond proceed parameters. Like Mary said, it's not a perfect system in doing the reallocation. The answer to your question, yes. Dollar for dollar, the answer is no, but we're trying our best to get to a place where it is equitable to all the districts at the end of the day.

Ms. Willis: What I hear right now is making my stomach nervous. I'm saying, at the end of the day, what Bob said, I agree with him. We need to know, and I need to know how often it's going to happen. That's a part of what he's asking, and I want to know when it's going to happen, and I want to make sure it's fair and balanced. I don't care if you move the money to get another project on course that needs to be done, but if you're going to do it, I want it to be done in my district because I think that's not fair when you take the money, and how often do you do it?

Chairman Flanders: I think that this form, which obviously shows quite clearly, in the pink and in the teal, where the money is being reallocated. It's obviously a good blueprint. It appears that this is fair and equitable, and I don't think anybody sitting on this panel or part of City staff would put up with anything less than fair and equitable, and I mean that sincerely, Hattie.

Mr. Reshefsky: Mr. Chairman, I agree. If I could make a suggestion -- because we're spending a lot of time here not accomplishing anything, in my opinion, as far as this list goes -- there's about 60 pink lines, I think. I counted them. I want to hear the logic the City Administration has come up with on each of these pink items, and I think we ought to vote on it and make it a recommendation to the Commission saying, yeah, that makes sense. I think this Board needs to impart their advice to the Administration on whether this seems logical.

Mr. Spring: The swapping that goes on is not going to happen a lot. Not completing projects is not going to happen at all. We're trying to be fiscally accountable and fiscally responsible, particularly as it relates to this bond issuance because Wall Street is watching, and the voters, you, all of you, voted on a referendum that had specific projects listed, with specific dollar amounts allocated to it. Yes, you can do some switching within the parameters of the entire bond issuance. However, at the end of the day, money cannot be moved from, you know, Larry's Park that we will create tomorrow that doesn't even exist. We still have to fulfill our commitment that the voters voted on, and there's no way of getting around that, so I want to -- I hope my words make you feel more comfortable that we do have a professional staff here, not only myself, CIP, the finance group, our financial advisors, our bond counsel; everybody watching and making sure that we fulfill our commitments related to this bond issuance because we want to be able to go back to market and do more bonding because the 255, it was great, but it's still not enough. I do agree with Mr. Reshefsky's recommendation, although I was going to recommend, because you're just getting this report today, that you even consider perhaps doing a call meeting between now and the board meeting, where you can fully consider it.

Mr. Aedo: Building on Gary's recommendation, what would make it easier for us in that more thorough review of this document, if there was like a cover memo, bullet points that basically laid out the rationale of the reallocation, I think that would make it easier because -- and I also would like to -- these reallocations, we're thinking of it moving from one specific project to another, and the reality is it's all going to one big pool, and there's an amount there, and we're looking at the shortfalls, and we're trying to spread the pain or minimize the pain across the districts.

Mr. Spring: Per the referendum -- and this is not just the City of Miami's bond issue -- it's any bond issue that lists projects. You have to do the projects that are listed. We can't go and then create new projects. When you come down to a situation like we're in,

you do have to make these hard decisions, and that's why I said they often put the completion bond parameters in those bond issuances as a means of covering it. At the end of the day, our financial advisors, our bond rating agencies are comfortable, you know, that we're ahead of this curve, and at the end of the day, if a project is short, then the bond is short and then we have to make those hard decisions to decide which projects we have to try to find another source to complete or we say we're not going to do that right now and we'll catch it in the next GOB coming forth.

Mr. Aedo: The final decision is made on these reallocations by the Commission?

Mr. Spring: Yes, sir.

Mr. Reshefsky: When is this going to the Commission?

Ms. Conway: April 12, so we have three weeks before this will be before the Commission, and then give me a couple days, but I commit that by Thursday we'll have a memorandum out that explains the rationale because, in the case of District 2, we were very cognizant that the parks monies for District 2 were in the second series, and that the quality of life money for District 2 was in the second series, and none of that was touched.

Mr. Reshefsky: Are we having a meeting before April 12?

Chairman Flanders: What I'd like to do is poll the Board I think we may need possibly two meetings? City Attorney, if we hold an Audit Committee meeting at MRC and the majority of the Board shows up, and of course, it's noticed, and they -- we do a straw poll and we know that it's going to pass, could then we send something to City Commission saying that we endorse these changes?

Mr. Aedo: This is so fundamental and so significant, is there anything that precludes us from simply convening a BOB meeting? I mean, it's almost semantics, but let's just have a meeting and --

Chairman Flanders: Music to my ears, if that's what you want to do.

Mr. Aedo: -- I think this --

Rafael O. Diaz: You would need a meeting of the full board to send a recommendation up.

Mr. Aedo: Yeah, so I think that would be the most expeditious thing, just to have a meeting and make it all happen at that one meeting. In advance of that meeting, we'll have the strategy memo, and we'll vote the recommendation up or down.

Chairman Flanders: Well, then I'll entertain a motion --

Mr. De La Cabada: Second. I mean, I'll -- motion to convene a meeting.

Chairman Flanders: -- to hold a special meeting between the regular scheduled meeting in order to handle this specific issue, so you make a motion?

Mr. De La Cabada: Yeah. I'm making a motion that we convene in order to address these issues before --

Mr. Reshefsky: Second.

Mr. De La Cabada: -- the April 12 deadline.

Chairman Flanders: OK, and we have a second. Any further discussion?

Mr. Aedo: Friendly amendment. If possible, to have that meeting before the Commission meeting, but after you've had your discussions with all the Commissioners.

Ms. Conway: That'll be very simple since four of the five briefings -- one was today; three are tomorrow --

Mr. Aedo: OK.

Ms. Conway: -- so I'm sure the remaining two of the Commissioner and the Mayor will happen this week.

Mr. Aedo: Because, for obvious reasons, I think that's going to be important for us to know where these Commissioners stand on these recommendations.

Ms. Conway: And then we'll have to, based on the short time frame, we'll have to check availability for the location, and then ask all of you to be as accommodating as possible with your calendars.

Chairman Flanders: OK, Gary, you made the motion. Would you accept that amendment?

Mr. Reshefsky: Yes, sir.

Chairman Flanders: Will the second accept that amendment?

Mr. De La Cabada: Absolutely.

Chairman Flanders: OK. Any further discussion? All in favor?

The Board Members (Collectively): Aye.

Chairman Flanders: Anyone opposed? OK. Motion carries.

HD/NIB MOTION 07-06

A MOTION TO CONVENE A SPECIAL MEETING OF THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD TO ADDRESS ISSUES SET FORTH AT TODAY'S MEETING PRIOR TO APRIL 12 DEADLINE, BUT SUBSEQUENT TO THE BRIEFINGS OF THE MAYOR AND CITY COMMISSION.

MOVED: R. De La Cabada
SECONDED: G. Reshefsky
ABSENT: L. Cabrera, L. De Rosa, D. Kubiliun, J. Reyes, M. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present.

III. CHAIRPERSON'S OPEN AGENDA:

Chairman Flanders thanked Walter Harvey for his service to the board for the past five years.

IV. ADDITIONAL ITEMS:

HD/NIB MOTION 07-07

A MOTION TO ADJOURN TODAY'S MEETING.

MOVED: M. Cruz
SECONDED: J. Solares
ABSENT: L. Cabrera, L. De Rosa, D. Kubiliun, J. Reyes, M. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present.

HOMELAND DEFENSE/
NEIGHBORHOOD IMPROVEMENT
BOND OVERSIGHT BOARD
MINUTES

3-30-07 – 6:00 P.M.
CITY OF MIAMI
CITY HALL CHAMBERS
3500 Pan American Drive
MIAMI, FLORIDA 33133

The meeting was called to order at 5:44 p.m., with the following members found to be

Present: Eileen Broton
Mariano Cruz
Robert A. Flanders (Chairman)
David Kubiliun
Laurinus Pierre
Gary Reshefsky
Manolo Reyes (Vice Chairman)
Jose Solares
Hattie Willis

Absent: Rolando Aedo
Luis Cabrera
Ramon De La Cabada
Luis De Rosa
Jami Reyes

ALSO PRESENT: Mary Conway, Chief of Operations
Larry Spring, Chief Financial Officer
Rafael O. Diaz, Deputy City Attorney
Danette Perez, CIP Department
Zimri Prendes, CIP Department
Joyce A. Jones, City Clerk's Office

March 30, 2007

I. OLD BUSINESS:

- Briefing on Homeland Defense Neighborhood Improvement Program

Chairman Flanders: Mary, I think in order to get through this item, I think that it might be very good if we took like ten of the items and let people ask a question. We'll do it that way so that there're not multiple questions from the same person, so that that question should be very important, but in order for us to get through these items, I think we need to streamline the process in such a way that everybody gets to ask their concern, and then I'll ask the City Attorney, can we vote on these as a group or do we have to do it item by item?

Rafael O. Diaz: No. You can vote as a single vote.

Chairman Flanders: All right, Mary. You're on.

Mary Conway: OK. Everybody should have the copy of the spreadsheet, and you were provided a second version yesterday that is the one that's before you today, and what we did was our best attempt to put notations on the right-hand side that would explain the rationale for the recommendations of reallocation of funds. We can go through and take a look at several of those. Now do you want me to go through and just pick a few representative samples, or do you want me to go through, one by one, each of the projects proposed for reallocation?

Chairman Flanders: I think you should pick representative samples.

Ms. Conway: On the first page --

Chairman Flanders: Maybe two from each district.

Gary Reshefsky: How are we going to do the questions? Do we want to do questions after each district, and then -- or do we want to do questions all at the end? How do you want to do it?

Chairman Flanders: Well, I think she's going to take ten items, and I think each item, we can pick at it, but only one question from each board member.

Ms. Conway: OK. On the first page, Sewell Park restroom park facility, we're recommending that for reallocation. At the present time, the plans for that project are completed. It's been before the Board previously. Unfortunately, there is a lack of sewer capacity, and there is a recent condominium development that is under construction to the west of Sewell Park; there's another one that's planned. At the current time, we could not proceed with the construction of this based on the sewer allocation. However, when the subsequent development comes in and the developers have to upsize the sewer line, then this project will be able to move forward, so we're recommending it for reallocation now with a notation that we intend to identify an alternate future funding source to come back and finish it. In the case of neighborhood gateways, very little effort, other than a planning study some years ago, had been done as far as gateways throughout the City. It's something that the City still wants to pursue, but at this time, we feel that reallocating these monies to other projects that have shortfalls won't have a tremendous impact on the City. We don't have plans on the shelf

ready. It's really something that's at a conceptual planning stage at this point. Again, we intend to proceed at a later date to establish gateways so as people enter the City of Miami, they'll know that they're in the City, and to have primary gateway entrance points and monuments that mark them, but this is one that, throughout all the districts, you'll see that we recommended reallocating the gateway funds.

Chairman Flanders: OK. Are there any questions about these two items? Gary.

Mr. Reshefsky: On the first page, Mary, when you have a zero like right above neighborhood gateways, for example, what does that mean when there's a zero next to every column, but you have the project named?

Ms. Conway: That just means that, at some point in time, we had created a B number to track some internal accounting, but as of right now, no funds are assigned to that particular B number.

Mr. Reshefsky: And how did the project get on this list? How did the name get on the list?

Ms. Conway: It would have been -- for instance, if you look at -- if you go further up on the list, and say, let's use Kinloch Park as an example. When monies were allocated, a certain amount was allocated for Kinloch Park, and then that was broken down into subcategories to track the expenditures. Some of the expenditures might be done through the Parks Department with purchases of equipment for the park; others might be handled through the Capital Improvement Department. They might be phased at different times, so the different line items were subsequent breakdowns. A project or a park would be in the bond based on the initial voter referendum and all the backup that went along with it, so when you see that one item, Grapeland, that has zeros, it's for some reason we had created it at a time and set it up as a subproject or subcategory, and then later the monies were shifted to one of the other Grapeland projects.

Mr. Reshefsky: OK. I'm going to ask the same question when you get to District 2, where you have a park that has zero -- I don't -- you know, if you want to answer it now since we're already on it, but you'll have Merry Christmas Park has all zeros, and there's no other category where it got money, as far as I could tell. How does the logic work on that one?

Chairman Flanders: OK. On District 1, are there any questions? Any further questions, anyone?

Mariano Cruz: The only thing I want to know is is the cost of cleaning the contamination there in two parks, Fern Isle and Grapeland, it's already included here, the expenses?

Ms. Conway: Yes. For Grapeland Park, the remediation has already been paid for, and some of the County GOB monies were used to offset those costs, and for Fern Isle, there the issue is capping the site by bringing in two feet of soil, and that's already under contract and included in the numbers for that project.

Vice Chairman Reyes: I have a question also. The line that says shortfalls, that shortfall for District 1 is a shortfall of all those projects that you cannot complete or what is it?

Ms. Conway: That represents the shortfall -- the summary of the shortfall for the projects in District 1 that we're hoping to cover with the reallocation of the monies within this bond.

Vice Chairman Reyes: The allocation from other projects?

Ms. Conway: Yes.

Vice Chairman Reyes: How are you going to cover this?

Ms. Conway: The projects that are shown on here that have the pink highlight, we are recommending to reallocate money from those projects to cover the shortfalls.

Vice Chairman Reyes: So that's not included in the total shortfall?

Ms. Conway: Yes, it is.

Chairman Flanders: It might be interesting to point out at this point that -- right now we're looking on the last page. Look at the police training facility. Look at the shortfall; shortfall's \$12 million. That's, in fact, not actually a shortfall. There was \$10 million in the bond. We know it's going to cost \$30 million. Miami-Dade College is giving us \$10 million, for a total of \$20 million, and then another \$10 million is coming from someplace else, but not here. In this case, the Administration doesn't know where the other \$10 million is coming from.

Vice Chairman Reyes: My question is how are we going to cover the shortfalls.

Chairman Flanders: They are looking at, obviously, grants. They're looking at other sources of funding, and now we have Larry --

Vice Chairman Reyes: Are those projects just going to be scratched?

Chairman Flanders: I don't think so. Larry Spring, Chief Financial Officer of City of Miami.

Larry Spring: To answer your question, Mr. Reyes, we had -- I think, at the previous meeting, I put on the record that the financial advisor, myself, and the Finance staff have been researching into the bond documents for this issuance to find out if there was a possibility that we could issue completion bonds. The completion bonds would allow us to issue an additional tranche at the end that would go over the \$255 million total that was approved by referendum without having to go back to the voters to complete the projects that were listed. We have found out that the bond documents were so tightly written not only did it not allow for completion bonds to be issued, but it also assessed some very other strict guidelines, in particular, the limiting of the millage -- debt millage assessment that we can do for this bond and any other GO bond for the life of this bond. That being the case, we won't be able to do the completion bonds. However, we are working on analyzing the City's overall non ad valorem capacity, which, as you know, everyday is growing because of parking surcharge and other revenues, and collaterally, because our -- notwithstanding what's happening in the state -- ad valorem revenue is growing, it can be allocated to expenses, thus, freeing up capacity. Probably over the next -- Commissioner Sarnoff has put us on an assignment to look at that capacity

because he was interested in issuing some park bonds. That will be one of the sources that we can use to finish these projects. The other sources, which, I think, this board is aware of, is the City is planning on issuing streets bond, utilizing some dedicated non ad valorem revenue sources, in particular, the parking surcharge, 20 percent that is required to be reinvested; local option gas tax, and the PTP money.

Vice Chairman Reyes: Can you use local --? I'm not going to go into specifics. In other words, in order to finish all those projects, we have to go back to the taxpayers again.

Chairman Flanders: No.

Vice Chairman Reyes: Yes, you have. Directly or indirectly, you're going back to them. You're going back to them because even if you commit revenues that are coming to the City that could be used in certain -- let's say franchise fees, that they come to the City and those could be used for any other projects. Once you take them and commit those revenues, you committed. To finish these projects, you cannot use them into something else that could benefit the City. Yes, you're going back to the taxpayers, directly or indirectly.

Mr. Spring: Well, you don't have -- well, when you say going back to the taxpayer, do you mean for a vote?

Vice Chairman Reyes: No, no, no, no, no, no.

Mr. Spring: You're saying we'll be utilizing other revenues. Correct. We're working on that still. We've been working on it, and like I said, I have been able to get, at least, this information from bond counsel, and as you know, we are on schedule right now to have the second tranche of this bond issuance out on the street and the revenue in hand by June 1 or 2 of this year, and then the subsequent bond issuances, streets bond, within 30 days, and if you would like, once we have a clear picture of our non ad valorem capacity, I could come back to the Board with a report in maybe 60 or 90 days and give you an update to see where we are and if we can devise a plan. As you know, it is a hard pill to swallow. It's something that we're going to have to deal with with the Commissioners. You know, we're making a recommendation at this point, but our ultimate goal is to get the projects done at the end of the day.

Chairman Flanders: Thank you. Hattie, you have a question?

Hattie Willis: I raised concerns last meeting, and I went over this thoroughly, and I pondered over it, and did everything I can do to accommodate what you're trying to do. Some of the things, I can't give an honest and appropriate answer to it right now because I haven't been able to get with Mary to get some of the questions that I needed answered, but my major concern, before I start with any of this is, that I can't consciously go to my Commissioner and say vote for doing this because I have some contingencies. Now, I don't have a problem with you moving the money. I want you to understand that. I understand perfectly clear that you're saying if there's a project over here that can be done right now and it needs funding to get it done, why can't we move this money that's sitting here because maybe we're just in the design phase of one project and we can complete this project and get it done, like Little Haiti Park.

Chairman Flanders: Hattie, could you do me a favor? I realize that it's a rather involved question, but could you, in a very shorthand fashion, what is the actual question?

Ms. Willis: I need to say what I need to say, Bob, and I'm going to get to the question. OK, the point -- I've got a two-fold question. The first part of my question is, if you move the money, I don't have a problem with you moving the money, as long as it's staying in my district, and that's one of my recommendations to my Commissioner.

Chairman Flanders: OK. May I stop you there and answer that question? Has any money been moved out of District 5 to any other district?

Ms. Conway: If you look at -- yes. If you look at the last page, where there's about a third of the way down from the top, total District 5, you'll see under HD total, the original allocation was \$55.2 million, and with the reallocations, you'll see that total on the right side go down to \$52.7 million, so the \$2.5 million that's in the previous column for the adjustment is being reallocated to other projects. For instance, in the case -- and they're not projects to other districts, per se. One of the things that we discussed in the Audit Subcommittee was that we were going to prioritize the public safety projects, the homeland defense projects, so what you'll also see, if you go further down on that page, you'll see the police training facility requiring another \$12 million to be able to complete that, so where you see monies coming from districts, we did the best that we could to try to keep the monies within the district. If you look at District 5 in the shortfall category, you'll see that District 5 actually had \$3.8 million on existing projects to be able to be completed, and those are being covered from the total adjustment, so while, yes, District 5 has a slight reduction, I think District 4 has a slight increase, and the other three districts, we can look it up one by one. Each has a some impact, slightly upward or slightly downward.

Chairman Flanders: Did that answer your question, Hattie?

Ms. Willis: But the monies have yet not -- this is what you're recommending. You haven't moved -- you've moved this money already or you're recommending --?

Ms. Conway: No. This is a recommendation, and we've been getting feedback from each of the Commissioner's offices, and as we are getting that feedback, in conjunction with the feedback that we get tonight, we'll be creating a final version of this to distribute to the Commission at the April 12 Commission meeting.

Ms. Willis: Well, I can give you my recommendations on paper so I won't take up the time from my district and how I looked at it, and the closing saying is this. Moving my money is fine, but it needs to stay in my district, and I won't agree to anything else but that, and that's the way I feel about it.

Mr. Cruz: I have a question. Who is the person who determines what streets are going to be fixed?

Ms. Conway: There was -- just to answer as far as this bond -- very little in the money of this bond was for streets and street infrastructure.

Chairman Flanders: OK. I'm just looking here, Mary -- and I think -- I don't quite understand your answer to Hattie. I'm a little confused on it, and I can't believe I'm the

only one. I'm looking at the actual projects in District 5, and I see that there is an originally total of \$55 million, and now there's not quite \$53 million, but as I go through the other districts, I look at District 4, I see District 4 has \$27 million, less than half, incidentally, that is in District 5. Then I'd go to District 2 and I see \$70 million, but I also see district-wide improvements there. I see Museum of Science. I see the art museum. I'm sorry, citywide improvements, and I thought that CIP was going to take these citywide improvements out of the district because it's not fair to count them as part of District 2. I mean, a museum is a regional. It's not a district thing. It's a citywide improvement; isn't that true?

Ms. Conway: I wouldn't argue with that. You could go through and sort this and generate it in a lot of different ways. What we did was our best effort to try to group the projects according to the -- for instance, there are fire stations that show in the districts where they are. I guess you could make the argument that a fire station serves a neighborhood, so it's appropriate to show it in a district. We didn't get to that level of specificity. I recall that you had made that comment, and we weren't able to go through and make all of those changes. We just did our best effort on the first pass to aggregate the projects according to the districts where they fell, and if we had things like the police training facility or citywide soccer, greenways, we kept those in the citywide category. We could try to go back and rework it a different way and pull out some of the other projects, if the group could agree to what projects those should be.

Chairman Flanders: Well, I think that illustrates the point I'm actually trying to make. I mean, when we look at the seawall reconstruction in Bicentennial Park, clearly, that's a citywide. I mean, District 2 happens to be downtown Miami, the Grove, and the Upper Eastside, and that, of course, is in the heart of downtown, but it, in fact, is a citywide improvement. My point is, as I'm looking at the bonds and you take out citywide improvements, and then you look at the districts, really -- and this is the point that I'm trying to make to my colleague, Hattie Willis -- is that District 5 -- and the bond was designed originally to actually put more projects and more money into District 5 than almost any other part of the City, except for those district-wide projects, such as the police training facility, the seawall, stuff like that. Little Haiti doesn't have a seawall, so it couldn't be fixed. In any case, I think if you look at this and you look at some of the other districts and you see that they're less than half of the improvements. I spoke to the Parks director, Ernest Burkeen, yesterday, and I asked him, have we pulled any projects, and the answer is absolutely not, and I really wanted to tell you that, from the inception of this bond -- I think it was the brainchild of Commissioner Winton, who withheld District 2's -- not the citywide, but District 2's improvements until now, and in fact, District 2, when you take out the citywide improvements, very little has been done. The lion's share of the improvements of this bond have been done in District 5.

Ms. Willis: They have not been done in District 5. Maybe the intention is for them to be done, but they have not been done in District 5. District's 5 park had -- most of the projects are either going to be done, or they're supposed to be being done. Little things have been happening. District 5 -- and I want everybody up here to understand this. I've never seen this in my life, and I've lived in Florida all of my life. District 5, Little Haiti community is the only community in Dade County that does not have a full facility park. There's 13 parks from 81st Street down to Biscayne Boulevard to the Brickell Avenue on the east side of the water, and I don't have a park in my community. Now what I'm saying is -- and what I want you to understand is what I'm saying. I go to each one of these parks. I've got holes in roofs. I've got kids with no air condition. I can tell you

about each one of my parks; that all of them are in horrible condition, deplorable condition, so now what I'm saying to you is maybe something Ernest is telling you something that he's telling you. I'm telling you what I live with everyday. Now what I'm saying is this. Little Haiti Park building, which Mary has said has disappeared. I came up with \$1.8 million from all of the things in my district -- I didn't touch anybody else's district -- that could be moved out of some of the things that could be moved and don't have to necessarily be done right now, and I put it all together on a piece of paper, and I can give you a copy of it, and I said that you could take this money and you can move this money, and maybe you can find an additional funding to build my building in my park and give back my 4,400 square feet, so what I'm saying is this. I don't know what you're getting your information based on -- and I've been trying to meet with Mary and Burkeen so we can sit down and go over this, but I know what I'm doing on a daily basis.

Chairman Flanders: Well, I would like you to do that. I'd like to invite the Parks director to sit down with you and Mary because, actually, the record clearly shows that your information is incorrect, and when the projects are completed, very incorrect. I'm looking here -- by the way, I've been to Hadley Park a number --

Mr. Reshefsky: Maintenance.

Chairman Flanders: -- of times -- Pardon me?

Mr. Reshefsky: It's probably a maintenance issue and not a capital issue.

Chairman Flanders: Yeah. It sounds like a maintenance issue. Hadley Park is a full-service park. It's got --

Ms. Willis: Hadley Park is a beautiful park.

Chairman Flanders: It's got everything going for it. I mean, it's absolutely sensational, so I don't honestly know -- your allegation doesn't hold water that it's not -- that you don't have any full-service parks.

Ms. Willis: No. Hadley Park is not one of my allegations. I'm talking about Range. I'm talking about Lummus. I'm talking about --

Chairman Flanders: But you just said that District 5 didn't have any full-service parks.

Ms. Willis: No. This is what I'm saying, Hadley Park was completed, and in this district, I said, in Hadley Park, you could take the money from Hadley Park and put it somewhere else to another park and complete it. That's what's on my -- what my suggestions are because Hadley Park doesn't need any more money there, Bob, but what I'm saying is these things haven't been looked at yet, but I'm -- and I'm in agreement with you about Hadley Park, but not all of them, so all I'm saying is I made some recommendations. I put it on paper. I'd like to meet with staff. I can't possibly give a fair recommendation to my Commissioner until I've met with them to go over these things because what I'm seeing is not what I see.

Chairman Flanders: Well, Hattie, I can tell you the way that we've seen it work prior to your coming to the Board. It is incumbent upon each board member, as appointed by their Commissioner or the Mayor, when they have questions, to go to the person that

appointed them, sit down with them, and usually, that person, that Commissioner or the Mayor, comes up with recommendations for staff, and I agree with Gary. It sounds like some of the things that you're talking about are maintenance/operational issues, not capital improvements issues. Now every Commissioner -- and I'm sure that Commissioner Spence-Jones is no different -- has taken a high degree of interest in their district and has followed through on that, so actually, you're part of the solution.

Mr. Reshefsky: Mr. Chairman, I've been waiting for five years for them to build anything in a park in District 2, so I would really like to get to the second page of this report so I can hear something about this.

Chairman Flanders: Very good. Eileen, you have a question?

Eileen Broton: No. I was just going to sort of piggyback on what Hattie was saying that I know that our Commissioner has been briefed on -- I verified again today, just to make sure I didn't dream that. She is very -- she's aware and is very aware of everything that is done here --

Ms. Conway: And we intend to do --

Ms. Broton: -- and has not taken issue with it, is my understanding, but I will tell you that a lot of our parks -- if we were to do a tour, you know, spend a weekend doing a tour to these parks, we would be very disappointed. In District 5, in particular -- but Bob, the one right next to the American Legion, you know, I've been in there. We wanted to rent space for a day. You know, the electric pieces were hanging out of the wall. I mean, all of the parks in the City really, really need major work.

Chairman Flanders: Well, that's why Commissioner Sarnoff has brought forth the idea of a parks bond, which I certainly, personally, highly support.

Ms. Broton: I think that what we're saying is we're frustrated because we don't see these buildings looking the way they need to be looking, but, you know, I'm not seeing that in other districts either, you know.

Chairman Flanders: Well, it's really tough to turn around 25 or 30 years of really bad management. You know, it's hard to turn that around, but certainly, the bond addresses that. Now let's go to -- Pepe?

Jose Solares: Yeah, but the worst part, now you're telling me we cannot fix what was done 30 years ago, but now we're going to be building new parks for the same thing to happen that has happened in 30 years? We should repair what we have.

Chairman Flanders: In fact, Pepe, they covered that in the last two minutes, in which they said that they've placed a line item in the City's budget. When the new facility comes on line, it now is a line item in the budget. It's clear that we're behind the eight ball. Look, let's not mince words. The bottom line on this particular bond issue is it's \$255 million. It's matched with a lot of grants, OK, and even with the grants and all the other monies, like the County GOB, this is a drop in the bucket for the City's unmet capital needs. They were estimated when this bond was passed in the year 2001 at \$1.6 billion. This is \$255 million. You know, it's a start, and if we do our job and we make sure the projects come in, then we can go back to the voters and ask for more

money. I have always seen that as one of the obligations of this board. The point is this is a start. It's not perfect, but it's better than where we used to be.

Mr. Reshefsky: Let's hear about District 2.

Ms. Conway: OK. If we go to page 2, what you'll see under District 2 - all of the pink that's under District 2 -- and as the Chairman mentioned, the majority of the parks monies for District 2 and the quality of life monies for District 2 were in the second series, so what we did was -- they show in pink, but you'll see a note off to the right side that'll say either shifted to District 2 quality of life balance for Commissioner project allocation or you'll see a line that says shifted to District 2 homeland defense parks for Commissioner project allocation. What we did was we showed all of them in pink, and we aggregated them into a total line item. If you look on page 2, in the blue column at the second number from the bottom, you'll see \$3,138,408. That's the sum total of all of the District 2 parks monies, and why did we do that? There was a question a little while ago about when you see zeros all the way across the report, what does that mean. It meant that, at some point in time, parks had money in this bond for improvements they intended to do, but they were able to then fund that through another funding source, and they zeroed out funding for that project from this bond source. In the case of the three million, based on what we've seen with the other park projects, again, going back to the fact that, in 2001, in a very, very short time frame, the bond was put together and all the cost breakdowns were done on a project by project basis, so they're subject to change. We aggregated everything under one number, and then we're working with the Parks director and with the Commissioner's staff and the Commissioner to identify how he wants to see that \$3 million allocated to parks projects in District 2 that have not yet begun, and then the same thing with the quality of life balance that you'll see -- give me a second.

Mr. Reshefsky: Mary, where's the first line that you mentioned?

Ms. Conway: Yes. Look on page 2, and look in the blue column, all the way at the right, the second number from the bottom, and if you follow that over, you'll see we created a new B number, titled District 2 HD Parks Improvements, and that actually is the sum of all of the other allocations in District 2 on parks that are shown in pink, so basically, it was a redistribution. It's a little bit different than how we handled the other districts.

Mr. Reshefsky: Very.

Ms. Conway: And then in the case of the quality of life monies in District 2, we did the same thing and aggregated them, so in the case of Ballet Gomonet, which is the first project on the list, that had 300,000, and then you'll see Morningside, Roberto Clemente, Venetian; those were all projects that were shown to be funded with quality of life. Those are all summed together, and there's a line item that totals \$3.9 million, so that the Commissioner can decide how he wants to allocate those dollars.

Mr. Reshefsky: So District 2 Commissioner gets \$3.9 million from his quality of life, and he gets three point something million for his parks? He gets about 6 or \$7 million to do the District 2 parks out of the bond. Would that be accurate?

Ms. Conway: In what was in the second series.

Mr. Reshefsky: But there was nothing in the first series because whatever was in the first series, you spent on Brickell Village, I guess, and a couple of these others.

Ms. Conway: There was some money -- well, I mean, there's money on -- and this goes to the Chairman's comments as far as Bicentennial --

Mr. Reshefsky: But not for parks, not for parks.

Ms. Conway: Not a lot of parks.

Mr. Reshefsky: There was for citywide things, but not for --

Ms. Conway: There was some. I mean, there's money on Armbrister Park in the first series. Roberto Clemente Park had money in the first series and also has a shortfall, as we discussed here, and that's being recommended to be covered. Douglas Park had monies in the first series.

Mr. Reshefsky: And what is that number total, roughly? What are you talking about? What is that number total of what was spent for parks, a couple million dollars? We're talking about ten total for District 2 parks?

Ms. Conway: Yes. Well, if you don't count Bicentennial.

Mr. Reshefsky: If we don't count Bicentennial, we're talking about \$10 million, and how does that compare to what we did in all the other districts? Very poorly, I would guess.

Ms. Conway: It's less.

Mr. Reshefsky: It's considerably less.

Ms. Conway: But again, that's based on -- that's not a reduction in what was proposed with this bond. No money is being taken away from parks in District 2 from this bond.

Mr. Reshefsky: Well, that's not true because we allocated originally for the parks a much larger number, plus the quality of life money of \$5 million, which could be spent anywhere, so we're talking -- you had -- I mean, if you just took neighborhood parks of the \$72 million number for District 2, and you just had neighborhood parks on there, I don't know what that number would be out of the 72. I don't think it's 10. I mean, I think it's probably much higher than that.

Ms. Conway: We can sit down with you individually and show you in detail.

Mr. Reshefsky: Yeah, I'd like to, and the other thing I'd like to know about this is when you said that ,with these lines that have zeros on them, that the Parks Department got money from somebody else to do them. I think we ought to show that on this, if that's the case, and we need to see that evidence here.

Ms. Conway: That's fine. We can get the Parks Department to give us feedback so we can amend those and include a notation.

Chairman Flanders: Anything else in District 2? OK, District 3.

Ms. Conway: District 3 starts on page 4. If you look at the first line item, you'll see the District 3 quality of life balance that had \$1.6 million that's being recommended for reallocation all to the Jose Marti gym project. If you go to the second page, you'll see Calle Ocho improvements, and we're recommending that those dollars in the second series be recommended for reallocation, either all or a portion of them, and that was done because we can use other streets sources to complete the desired improvements on Calle Ocho and free up the monies in this bond to cover a funding need on another project within this bond program, and then, again, you'll see gateways in each of the districts recommended for reallocation. On the first page, in the case of Henderson Park, the bathroom building, that was originally recommended for reallocation, but after feedback from the Parks Department, as well as the district Commissioner, what we're going to do there is scale back the scope of the project so it's strictly to provide bathroom facility and a small storage closet and office area and keep that project funded, so that's an area where we're taking the feedback that we're receiving from the district Commissioner's offices, as well as from the board members, and going back to try to make adjustments within this before we make the final recommendation to the Commission at the April 12 meeting.

Chairman Flanders: Are there any questions in District 3? OK, District 4.

Ms. Conway: District 4 starts on the bottom of page 5. If you look down toward the bottom, Bay of Pigs Park playground and site furnishings had a nominal amount of monies. We're recommending that for reallocation. That's something where we anticipate if the Parks Department needs to make improvements there, they'll be able to identify that through another revenue source. Also, you'll see the gateways on District 4 being recommended for reallocation, as discussed, and then you see some playground equipment in Coral Park, and then in Coral Gate, some monies that were in second series that we're recommending for reallocation. District 4 actually sees a net increase, and it sees a net increase to finish projects that were started using first series monies or that have been identified as a priority from a public safety standpoint, like the fire stations.

Ms. Broton: I don't know if it's really in our purview, but is there a way that -- what is the easiest way to find out that the Parks Department has indeed found other sources, so that we could almost close the page on this?

Ms. Conway: Well, what we'll do is reach out to them -- well, for the ones that show zeros, those we can respond back as to why they took the money away from a particular line item because either it was deemed today or last year not to be the same priority it was in 2001, or they funded it and accomplished it through other revenue sources, and we'll have that notation added on to this.

Vice Chairman Reyes: We have a \$6 million shortfall in this district, right?

Ms. Conway: Yes. There's additional monies -- we have a funding need of \$6.7 million to finish the projects, such as Robert King High, Bryan Park, Shenandoah Park, and the two fire stations in the district.

Vice Chairman Reyes: Were those projects included in the initial bond issuance?

Ms. Conway: Every project in here was included -- well, every park was included in here with the budget allocation.

Vice Chairman Reyes: Is this part of the --? Because from what I read in the paper, one of the excuses that we have given -- or the Administration have given -- is that there were some projects that were included that were budgeted years before, and the actual costs are much greater. Is that so?

Ms. Conway: It's a combination of factors.

Vice Chairman Reyes: But is that one of the factors?

Ms. Conway: Yes. The cost escalation that you would typically see on a year to year basis in 2001 versus what we've seen in the market in the last two to three years is dramatically higher.

Vice Chairman Reyes: And those projects were brought up to this board, years after those budgets were created, right?

Ms. Conway: I'm not sure I understand your question.

Vice Chairman Reyes: When you came here -- when the Administration came in front of this board for those projects to be recommended for a vote, those budgets that were developed for those projects were budgets that were developed years before, right? When you presented us with a cost for the project, the estimated cost was based on budgets that were developed years before, right? That's what I understand from what I read in the paper.

Ms. Conway: When the bond was conceived, there were budget allocations --

Vice Chairman Reyes: No, no. I'm not talking about the bonds. Excuse me.

Ms. Conway: -- made to projects.

Vice Chairman Reyes: I'm not talking about bonds. I'm talking about this board, in relation to the projects that came before it. The projects that came before us on a given date, project X, if it was one of those projects that was budgeted on 2001, let's say, those were the estimated costs that was brought up to us for us to recommend for approval?

Ms. Conway: Every project comes before the Board for approval when we're prepared to enter into a contract to expend money on a project, so we bring the projects before the Board for the design phase of the project -- in the case of Little Haiti, for land acquisition -- or then for construction, so the projects -- so in the case of District 4, where we show projects that have additional funding needs to complete them today, those projects have come before the Board based on the original scope concept that was developed, coordination and public input with the community, and they had an engineer's estimate tied to them.

Vice Chairman Reyes: Yes, but you're still not answering my question. From what I read in the paper, it clearly states that some of those projects and one of the reasons

that we are in the predicament that we are now, that we have a shortfall, is that projects that were budgeted years before they were presented to us came before us and were included. Is that the case?

Ms. Conway: I'm sorry, but I don't understand your question.

Vice Chairman Reyes: Very simple. I'm going to give you an example. In 2001, they have a certain park, Park X, and the project for that, it was budgeted at \$2 million in 2001. When you included that park and brought that project before us, you came with \$2 million or you updated those costs?

Ms. Conway: The costs were updated on a regular basis --

Vice Chairman Reyes: Then that reason --

Ms. Conway: -- to the best --

Vice Chairman Reyes: -- that excuse that's being used is not valid.

Ms. Conway: -- that they were known at that time, depending on the level of engineering plans that we had at that time, and again, that goes back to the projects get brought before the Board to approve the design. It's only when the design is completed -- now there was an effort to try to keep the projects within the budget, and what we've discussed before is that a lot of the projects, when we got final pricing for construction, many of the projects were within the existing budgets. For projects that didn't fall within the existing budget, we went back and value engineered projects to keep them within the budget, but then there are some other projects that are included on this list where we weren't able to do that and meet the initial intent of the project, so those have an additional funding need, but when we brought the items before the Commission, it certainly was with the most accurate information we had at that time, based on an engineer's projection, but not having plans completed. Now when we bring the items back for construction, we actually have prices, and we're ready to enter into a contract, and we're requesting approval with a known number.

Chairman Flanders: We've covered this in the two prior meetings.

Vice Chairman Reyes: Excuse me. I was absent, but I'm going to tell you the way I feel because you're saying a total different thing than the person that was sitting there before was saying. One of the excuses that was presented to us was that those projects -- I mean, due to the fact that if we didn't spend -- I mean, if we didn't have projects aligned within the first bond issue that amounted to certain amount of dollars, OK, that we would have a penalty, and therefore, then they have to include certain projects in, and those projects, they were included and estimates were not updated, and that was said in here, and if that's the case, I feel duped because every time that everybody stood before us, we always asked if this was a right budget for -- if it was budgeted right, and if they were being completed within budget, and I don't know. Maybe I don't know how to read English, but what I read in the paper, that was one of the excuses of the many excuses that were presented, plus the cost increase of steel, concrete, and all that, but that was among the excuses.

Ms. Conway: Cost estimates are always refined as projects go from a planning stage to design and up to construction. I mean, that's not atypical. It happens with the City's program. It happens with the County's transit program. It happens at the airport. I mean, that's a routine occurrence.

Vice Chairman Reyes: Yes, I know.

Ms. Conway: Your planning level estimate is not as refined and detailed as when you actually have design plans that are fully permitted, and the estimate continues to get refined throughout the process.

Vice Chairman Reyes: I know about that and I know the system that is used, the change orders technique and tactic that is used and all that, but that's totally different.

Mr. Reshefsky: Mr. Chair, we're going to lose our quorum in a second because I'm going to leave, so we know how we're going to vote. If we want to accomplish something tonight, I'm happy to vote.

Chairman Flanders: Well, I feel like we're very unresolved right now. In fact, I don't even want to call the question because I don't think that there has been a good representation in terms of the answers that we're seeking and the answers that are available or the explanation, whatever. Certainly, Manolo -- I mean, obviously, if you had been here, you would know that we had project -- what they call project creep. Now how does project creep come about? Project creep comes about when the Commissioner says instead of just doing this, I want to do that. In many cases, the original projects were literally brought out of thin air. We did not go through -- and this is an inherent flaw, a fundamental flaw of the original bond. We did not have the time or the expertise to go through and do the environmentals, to do the design, to do the engineering, and so, in a sense, this bond was, in that respect, flawed from the very beginning. We've been behind the eight ball. Now I don't personally know of a single construction project that I've ever been associated with that, over a period of time, came in at the original cost and whatever, so I really honestly feel that -- Mary, would you like to do a summation, and then maybe we can call the question? But I think that my colleagues are feeling that their monies have been shifted. I mean you told me that District 2 had not been impacted with parks, but now I understand something different.

Vice Chairman Reyes: Before you call the question, Bob, I have a request from Commissioner González, and I don't know if it has to be -- have to present a motion or something. I met with him. I sat with him. We went over all this, and he's very upset about this, and he is the one that appointed me to this board, and we would like to have a list of all consultants and the job they did for the money, all consultants that took -- I mean, that were paid with bond money; a list from \$50,000 to \$2 million -- to \$20, whatever it is, every single consultant.

Ms. Conway: At the last meeting, it was distributed.

Vice Chairman Reyes: OK. He would like to have that list and results, what was their -- what they did for the pay, OK?

Mr. Reshefsky: OK. I'm going to run. I'd like to make a motion, if I can, Mr. Chairman.

Chairman Flanders: Yeah, go ahead.

Mr. Reshefsky: I'm going to make a motion -- I reject the staff's recommendations, as they're presented tonight, and I'm happy to approve them at a later date, but I make a recommendation to reject them, as they're presented tonight.

Vice Chairman Reyes: I second it.

Chairman Flanders: Do we have a second?

Vice Chairman Reyes: I second.

Chairman Flanders: OK. All in favor -- oh, wait a minute. Any further discussion? All in favor?

Ms. Willis: I don't feel comfortable. I would like to table this before I make a vote so I can get my information answered.

Vice Chairman Reyes: No, no, no, no. The motion is that -- Please, could you repeat the motion?

Mr. Reshefsky: My motion was to reject the recommendations as they're presented to us as they are.

Vice Chairman Reyes: Reject.

Ms. Willis: OK.

Chairman Flanders: And you second it.

Vice Chairman Reyes: And I second it.

Ms. Willis: And I agree.

Chairman Flanders: And -- OK. Any further discussion?

Mr. Cruz: Yeah. I think that if we pay excessive money to consultants, that's less money left for bricks and mortar or to buy land, whatever it is. That's what I think.

Chairman Flanders: Well, actually, I don't think today -- when you do due diligence, Mariano, you can't live without consultants. You can't live without lawyers. You can't live without accountants. You can't live without engineers. You can't live without people that that's their expertise, and we had a choice, evidently, of either bringing it in-house or hiring an independent consultant. By having an independent consultant, of course, you don't put the millstone of the burden cost around your neck that we're having to struggle with right now, as you know, medical costs, retirement costs, and so forth. In any case, I call the question.

HD/NIB MOTION 07-09

A MOTION WAS MADE TO REJECT STAFF'S RECOMMENDATIONS AS PRESENTED REGARDING THE HOMELAND DEFENSE NEIGHBORHOOD IMPROVEMENT PROGRAM REALLOCATIONS.

MOVED: G. Reshefsky

SECONDED: M. Reyes

ABSENT: R. Aedo, L. Cabrera, R. De La Cabada, L. De Rosa, J. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present, with the exception of Chairman Flanders, who voted no on the item.

Mr. Reshefsky: I'll just say, Mr. Chairman, this board has never stood in the way of anything that the Administration's wanted to do. We've supported everything, and I hope that they'll come back before us and bring us something that we can support, that we all understand because this is very important to the City, to us, and to all the residents, so I hope we can get something that we're ready to support.

Ms. Conway: On behalf of the Administration, we'll try to schedule another meeting before April 12, but we do have the deadline of the April 12 Commission.

Mr. Reshefsky: Mary, I think it's not fair for us to rush like we did in 2004 with those no-bid contracts. I mean, this is -- I understand the City's got deadlines and everything, but -- and the Commission can move forward. I mean, that's their power to do that, but you know, we tried -- we're here on a Friday night until 7:45.

Ms. Conway: We understand.

Ms. Willis: I spoke to my Commissioner, and she is not happy, so I'm just letting you know that we need to talk.

Chairman Flanders: All right. So noted.

II. NEW ITEM:

- Additional Grant to the Miami Art Museum to Support the Development of a New Fine Art Museum Facility in Bicentennial Park

HD/NIB MOTION 07-08

A MOTION TO FUND THE ADDITIONAL GRANT TO THE MIAMI ART MUSEUM TO SUPPORT THE DEVELOPMENT OF A NEW FINE ART MUSEUM FACILITY IN BICENTENNIAL PARK, WITH THE CONDITION THAT UPDATES ARE GIVEN TO THE BOARD EVERY SIX MONTHS AND THAT THE GRANT BE FUNDED BY THE MUSEUM OF ART FUNDING SOURCE INSTEAD OF THE QUALITY OF LIFE FUNDING SOURCE.

MOVED: G. Reshefsky
SECONDED: E. Broton
ABSENT: R. Aedo, L. Cabrera, R. De La Cabada, L. De Rosa, J. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present, with the exception of Jose Solares, who voted against the item.

III. CHAIRPERSON'S OPEN AGENDA:

IV. ADDITIONAL ITEMS:

Rafael O. Diaz addressed the Board regarding the provisions of the Sunshine Law, stating that communications between board members outside of meetings are not allowed. Every communication has to be in the Sunshine, and it has to be during the course of a noticed meeting. If there is such a communication outside of that, it's in violation of the Sunshine Law, and it's a criminal misdemeanor.

HD/NIB MOTION 07-10

A MOTION WAS MADE TO ADJOURN TODAY'S MEETING.

MOVED: H. Willis
SECONDED: G. Reshefsky
ABSENT: R. Aedo, L. Cabrera, R. De La Cabada, L. De Rosa, J. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present.

HOMELAND DEFENSE/
NEIGHBORHOOD IMPROVEMENT
BOND OVERSIGHT BOARD
MINUTES

4-10-07 -5:30 P.M.
CITY OF MIAMI
CITY HALL CHAMBERS
3500 Pan American Drive
MIAMI, FLORIDA 33133

The meeting was called to order at 5:52 p.m., with the following members found to be

Present: Rolando Aedo
Eileen Broton
Mariano Cruz
Luis De Rosa
Robert A. Flanders (Chairman)
David Kubiliun
Laurinus Pierre
Manolo Reyes (Vice Chairman)
Jose Solares
Hattie Willis

Absent: Luis Cabrera
Ramon De La Cabada
Gary Reshefsky
Jami Reyes

ALSO PRESENT: Pedro G. Hernandez, City Manager
Mary Conway, Chief of Operations
Larry Spring, Chief Financial Officer
Rafael O. Diaz, Deputy City Attorney
Pilar Saenz, CIP Department
Danette Perez, CIP Department
Zimri Prendes, CIP Department
Ed Blanco, Parks & Recreation
Teri E. Thomas, City Clerk's Office

I. CITY MANAGER PEDRO G. HERNANDEZ WILL ADDRESS THE BOARD ON THE HOMELAND DEFENSE NEIGHBORHOOD IMPROVEMENT PROGRAM.

Chairman Flanders: I understand that the City Manager's at the bitter end of a very difficult negotiation, and that is the only reason why he could not be here at this point, so since we have quorum, we're going to start, and even though the only item on the agenda is having the City Manager here, I would like to make a few comments. This board has been in existence for five years, starting in May, and actually, a number of the original people are still on the board, which says something about our feelings about being effectively contributing to the effort. I wrote down some thoughts, and they are not Pollyanna thoughts. They are not opinions; they're facts. The bottom line is that the City and the citizens of Miami have benefited greatly from the increase in quality of life that the CIP projects are bringing to the City, and the majority of these projects have been brought in on budget and on time, and I hate to see the City get a black eye when it's not warranted. I've lived here since 1968, and I could tell you that the City warranted a lot of black eyes in the past, but since 1999, when we elected Johnny Winton, that was the beginning of a new City of Miami, and then came in the new mayor, and the complexion of the City Administration, the City Commission, and the City staff is so completely different than what it was five, six, seven, eight years ago. With all due respect to my fellow board members, just signaling out consultants without looking at the big picture may be an incorrect way of looking at it. Just to heap abuse on consultants without recognizing the multiple benefits that they bring to the City's project is really not accurate. I will also say that, with the tremendous insight and leadership of the Mayor, City Commission, City Manager, City staff, and this Bond Oversight Board, that it hasn't been business as usual in the City. We are not only transforming the face of the City, but we've changed the way that the City does business. One, good oversight, project tracking, and timely updates. Two, the addition of a line item in the City's budget for operational expense of the project the year that it is completed. Three, the vast majority of the projects are being completed on time and within budget. Certainly, the bond issue had an inherent flaw from the beginning. In order to take timely advantage of the small window of opportunity to get it out in front of the voters, it wasn't possible to accomplish the necessary project surveys, engineering, and design to formulate a fully accurate cost estimate for the projects, and this flaw has evidenced itself as the City has moved forward, but the problem has not been insurmountable. City staff has adhered to this Board's mandate to stay as close to the original project description that was voted on by the citizens of Miami. Another flaw was there was no public input, so now we bring the projects forward and we invite the public's input, either through parks, fire, police, flood mitigation, and what does the public want? The public wants what they want, so do you think that the Commissioner and the Mayor is going to say no? I don't think that's realistic, and I don't believe you do either. One thing that I know for sure, despite the obstacles, despite the hardships, the City, since this board has existed, has been operating in good faith, and I think we need to remember that. Part of the problem in the cost overruns that we faced is an escalation that, in last four or five years, we haven't seen since the hyperinflation of the 1970s, but if you step back and look at the big picture, again, you will realize that this is not an insurmountable project. I will now turn the meeting over to the City Manager, Pete Hernandez.

Pedro G. Hernandez: Thank you, and I apologize sincerely for being late. I know you're dealing with an item that is very, very difficult and very, very sensitive, and it's something that I've been becoming familiar with over the last nine months. The Homeland

Defense/Neighborhood Improvement Bond program was something that was initiated as a great idea at the right time. I was over at the County when the City was able to move this forward, and we at the County thought that the City was very smart and timely when they did what they did because the bond program went to the voters like in November 2001, and timing wise, it was perfect and it worked. On the one side, they were smart and timely when they got it done. On the other hand, there was no pre-advanced work in developing the list of projects that they had at hand. They probably used a lot of napkins in developing the concept, so you have a nice list of projects where they identified needs. However, they didn't have master plans, and they didn't have designs of those projects that could have been used to do estimates. They were dealing with very conceptual estimates for projects that later on, when they began to detail the project, when they went out to the public to present the project, even the public input began to change the project, and the scope of it began to change. I would say, in most cases, if not in all, the changes to the scope is positive. It's to generate something that was much better, but the problem is that when you do that you're getting away from what you originally conceived as a price tag. We've had cost of construction increase over the last two or three years more than anyone could have anticipated. When you put together the conceptual level of the beginning with the increase of construction costs, with some unforeseen circumstances found in certain projects, you end up having project demands for funds that are greater than the money allocated to the projects, and I want to be very careful in the use of the word funding demands and shortages because, unfortunately, in El Nuevo Herald, they used the word deficit a couple of times, and it forced me to go to dictionary, and deficit deals with expenditures beyond your revenues, so you're spending money that you don't have. In this case, that hasn't happened. What happened is that we have projects that are costing more than the money that we have allocated to those projects, so as we move forward in this bond program, you're going to get into projects that you won't have enough money to do, so what happens? Now we're faced with a situation of having to reallocate funds, which is always very difficult to do, if not maybe improper, and I've told my staff, not only Mary, but also Larry here, that my goal is to get every one of those projects done. It was promised to the voters in the bond program, and my goal is to go back and look at every one of those remaining projects; determine what the scope ought to be, if it can be scaled back in any way without losing the substance; look for other funding sources to be able to support the projects. By the way, when you talk about other funding sources, there is something very significant to mention here. Thanks to the fact that we have a bond program, we have been able to leverage funding from other sources that, in essence, almost doubles the amount of money available to us through the bond program. Between the County's GOB and other funding sources, we have leveraged maybe an additional \$210 million, so the fact that we had a bond program made it attractive for us to be able to bring in dollars from other funding sources, augmenting the ability of our program to do projects, so we have that plus the fact that, in talking to Larry, I said, Larry, if at the end we're short \$20 million and we have tapped every other funding source available, can we do a bond program? Can we do a non-ad valorem bond? And the answer is yes, so I'm going to move forward with the idea that we're going to do every project that we have in that program, and when I talk about looking at maybe scaling back, I'll give you an example of one item. There's an item in every district under the name of gateways, and shows \$800,000 per district for gateways. If I ask what is a gateway, people have different ideas. I think that we can do decent gateways in the City without spending that kind of money. We don't want to hurt any project. My goal is to get everything done. That has to be the plan. Something that is important to mention, in looking at the overall program and looking at the flaws, on the

one hand, I have to recognize the fact that the City was very smart in putting it out early. The downside of that is not having enough advance work to be able to have the estimates closer to reality, to have projects more properly developed. In looking ahead to the street bond program that we have coming up, what we're trying to do there is look at the projects that we have already completed designs on and actually be able to, hopefully, move those projects even through a bid process before we actually get the bond dollars in so we have a good idea as to what the projects are going to be costing us even before we sell the bonds. The biggest flaw that I've seen in looking at the program is that as the City went through projects that were increasing in scope or affected by the escalating cost of construction, they didn't go to the Board at the appropriate time, project by project, and say, Bond Oversight Board, on project "X," it was conceptually estimated at a million dollars, so we went to the Commissioner; the Commissioner had a town hall meeting; we went to the town hall meeting. The people said that's nice, but to do it right for the community, you have to do this, or add this or that. You come back and you end up with a project that now is \$2.5 million. At that time, we need to go back to the Board and say, Bond Oversight Board, we have this project; initially, it was this much; scope was like this. We went through a public process. The people told us they want the project in this fashion. It's going to cost two and a half times as much, and at that time, you have an opportunity to say to the Administration, well, I think it's justified; go ahead and do it. The concern is, you know, keep track that now you are \$1.5 million over. Next time we come back, you start detecting patterns; that if you see that's happening in two, three, four, or five projects, then you say where is this money going to come from? But then you're discussing it at a one, two project level without getting hit between the eyes with something like, oh, we have a 30, 40, \$50 million shortage. That's where I see the biggest problem because I understand how the program got to where it got today, but I have to thank them because if they hadn't done that effort that quickly at that time, we probably wouldn't have today a bond program. If they had waited in '01 the time to do the master plan and the design, by the time they would have gotten it to the voters, the answer would have probably been no. Who knows? At this point, we're behind the eight ball somewhat, and we have to face the reality that we have to make these adjustments, but understanding the difficulty, my commitment to you is that we'll look for other funding to leverage; we'll look for ways to value engineer the projects, and I'm going to look for other funding commitments, bonding of non-ad valorem, if we can, to get the projects done because that's our promise, and that's what I wanted to convey to you, and I thank you for your patience in allowing me to be late.

Hattie Willis: Mr. Manager, I would just like to say a couple of words. What Bob said was wonderful, and I respect what he said, and he's absolutely right about we know that business is not usual at the City of Miami, but because of the business that was usual at the City of Miami -- we've come a long way, but we yet still have a long way to go, and there's certain things that need to be implemented and put in place because the way I look at it is our house was built on sand. It wasn't built on a rock. For 30 years, it was sitting on sand, so it was falling apart, and now we have a new day. We have a new manager; we have a new committee. We have new everything, but some things we all are learning because everything is new, and when things are new, some things you don't get the full effect of what is going to be the problem until you start doing it. What I'm saying is there are still some flaws in the way we are doing things, and one of the things that we talked about in this committee and one of the things that we need you to be fully aware of -- and we have no answers -- is our tracking system. One of the big issues I had with -- when they said we were going to reallocate dollars -- and I want you

to understand perfectly clear what I'm saying. I have no problem with the reallocation of any dollars, as long as the dollars are being reallocated into my district. I don't want them to be reallocated out of my district into another district, and my reason for that is because in my district, which is one of the poorest districts -- Any time I call downtown staff says squeaking doors get oiled, and we don't have enough staff to do what we need to do, so the reality is that what gets done is if you make a telephone call and you say let's get this done right now or one of us from the community calls and pitches a fit and then something is directed at that, and I call that being reactive instead of proactive, and that annoys me in any facet of business. You need to be proactive instead of reactive. Now I believe all these wonderful things that we're saying that we can do can be done, but I think the staff needs some help, and maybe they're just too frightened to walk up and ask you because they're thinking that if they do, maybe you will tell them that they won't have their job. I'm just making jokes, but I'm just saying they're not telling you the truth, so I'm telling you the truth. When it first was said to me we're going to reallocate these funds, this is how I felt about it. Who is going to watch the project that we took the money from to make sure that it stays on track in order for it to be done in a timely fashion just like all of the other projects that were going to be done because we're reallocating the money? Who's going to watch the money from staff to make sure that the money gets back to the original project? Who's going to make sure that the project that the money is being allocated to is done on time and completed? Who is going to pick the next set of projects? Who's going to make sure that every community gets their equal share? If the project is being put on hold, what is the timeline going to be for you to come back and revisit the project? I think that it needs to be somebody tracking that. Another problem I see is we spend an astronomical amount of money on consultants. What are these people doing, and why are we giving them all of our money? Who's watching that and making sure that they're doing what they're supposed to be doing? Who's watching the watchers? Now are we going to make sure that we go back to the drawing board and doing everything right from this point forward? How are you going to set that up, and can you come back to us on another time, after you've sat down with you staff and decided how you're going to do this, and let us be aware of it?

Mr. Hernandez: You're totally right that it's most important to have a tracking system that is up-to-date, and that we can share with the Board, and I have total confidence in Mary Conway in performing the necessary oversight over the consultant and our staff in making sure that this is done right, but I think that we need to have the tracking and share it with you at every one of your meetings as to what we have done. As far as the consultants, we couldn't be where we are today without the consultant force that we have. The same way that the City was fortunate in getting the bond program approved, the City, at that time, was in no position to handle the number of projects that suddenly it had on its lap. We had to bring in enough consultant support to be able to start organizing a mechanism to do all these projects, and we constantly check the amount of support that we get so we can cut back and tailor it to the need that we have, and that's an exercise that we're doing right now looking at phase II of the Homeland Defense program, looking at the streets bond program. Definitely, we don't have the ability in staff to handle it all. For now, we need a certain resource off consultants, and through Mary, I believe that we have the proper oversight as to what they do and what their mission is.

Mary Conway: And we have been successful in bringing in some new staff members to the Capital Improvements office. We just had a new assistant director start a few weeks ago, and a new director starts on Monday, and we're hopeful that we'll continue to bring

on additional staff members, and as we do, transition down our reliance on consultants, but we'll always have a level of consultant support when we're at \$100 million a year program.

Mr. Hernandez: And I have to tell you that, at the beginning, it was difficult for me because I was not familiar with the faces, what they were doing, and so forth, but by now, I am. The folks that I see in this room are extremely hard-working individuals that dedicate a lot of their time, and they're passionate as to what they do.

Chairman Flanders: What I'm going to do is go around the table counterclockwise so that everybody gets a chance to ask their questions.

Vice Chairman Reyes: Thank you, Mr. Manager, for coming. I don't know if you watched the meeting. I was real upset. You just addressed one of my complaints. One of the quarrels that I have is we voted as a board on what was presented to us, and in every single meeting, I would ask, are we within budget? And we thought all the budgets had been updated, and I don't think it's best practice not to come with a budget that has been updated. I think that now we are in this predicament and the only thing we can do is just take a step ahead and try to fix whatever has been done, and I hope that this will be a great experience for future projects, future bond issuances, and future CIP projects. Yesterday I spoke with Ms. Conway and Larry and I vented my frustration, and I don't think that I have to repeat what I said, but the other question I have about this is now we are reallocating some funds, which I think is a good idea to reallocate funds on projects that haven't been started yet into projects that are on the way so we can finish those projects and then start looking for funds to start the other projects, and then try to complete the whole list that we have here. But my question is -- and it's not directed to you. It's directed to Ms. Conway. Are we now fully funded once we reallocate those funds? Are you taking into consideration all the costs and hidden costs that could affect those projects?

Ms. Conway: Yes. That's really the purpose of the reallocation. We now have design plans for projects that have taken into account public input, the actual conditions of the facilities at the parks, the type of programming, and what the real needs are so that the figures that we've brought before do include all of those factors, as well as contingencies because some of these projects will be in construction this year and next year, and they include escalation factors, so we have a level of comfort that all the projects that are being funded now are in that situation. For anything that's underway and that we've already started, the answer is yes. For things that haven't even been looked at, we will do that moving forward, the same way that we have for the streets projects.

Mr. Hernandez: For those projects that we have taken funds from that are not fully scoped out, my promise is to go back to every one of those projects and determine what we need to do with them because they got there in that list for some reason. Once we determine what that proper scope ought to be, then we'll develop a plan to get them done.

Ms. Conway: I think we need to restructure and have some discussions about how we want to bring items before the Board because, up to this point, we've brought them at design for approval to start design, at construction for approval to start construction, and then there's been this six-month notice, but there hasn't been a process in place where, if something's changing, we just automatically calendar it to bring it back so that we have

more regular back and forth communication as projects are developing, and we can address that.

Chairman Flanders: Give it to the Audit Committee. In other words, let them chew it up first.

Vice Chairman Reyes: That'll be fine. I know that you talk about consultants. I think that we should use the industry standards to pay the consultants. My concern is that we are paying more than what the industry standard is, and that's not best practices, and what I want to see is that we use best practices. I do understand that we need consultants. I do understand that we cannot do everything in-house and we need to bring in people from the outside to help us. My main concern is that whatever we do is crystal clear, transparent because just the slightest doubt that we are doing anything that is not right, it will hurt the City of Miami's future bond issues.

Eileen Broton: I have found that some of my frustration is it's not always just the CIP issue that concerns us, and we're under CIP and I know I can ask Zimri and Danette, and I know I can rely on Mary, but some of the questions go beyond their particular department. A lot of our issues happens to be with Parks, and they don't come to us and discuss anything, so I feel that I'm approving things or not approving things, and I feel that there's a missing link.

Mr. Hernandez: I think that we have to sort of retrain our staff, other departments that when it's their project, they need to be there before your committee to support and answer questions on their project. Parks should be here to explain to you why they're doing what they're doing, and maybe up until now they haven't seen it that way. They give it to CIP and let CIP run with it, but it's their project.

Ms. Conway: In fairness, I do have to mention that we do have Ed Blanco here.

Ms. Broton: Ed always brought us pictures to show us the before and the after, but a lot of decisions that are made about reallocating or what became important -- you know, Ed can't necessarily answer. There are a lot of administrative decisions that are being made that maybe the director or somebody higher would have to know.

Ms. Willis: When I asked the Parks director what is your responsibility when these decisions are made, he said to me that they were made by Mary, and I said who could they all be made by her because it's parks. Mary's making the money decisions, but the Parks director should be making the parks decisions because he's the director of the Parks Department.

Jose Solares: I'm the new kid on the block. From the first day I came here, I've been asking certain things. Number one is accountability. Who is held accountable for the mistakes that are made? For example, the Coral Way lighting project. That's a joke, really, when you look at it.

Rolando Aedo: The lights are working now, by the way.

Ms. Conway: And we're also pursuing warranty issues against the contractor.

Mr. Solares: My question was are we getting the right price for the consultants we have, not the product. I don't see that there's any kind of cost control within the City. The City is doing excellent, but I'm not going to be here just to rubberstamp. I'm opposed on thinking, well, we're going to get other funding sources. I think our job is to see what can we do to meet the requirements without having to go ask for more money. Do we have the right checks and balances? I don't think we do.

Mr. Hernandez: Obviously, we have to be before your board on a monthly basis and be clear on what the potential changes are so you can work with us in determining which direction to go. We can offer a recommendation, but we need to hear back from you too. I think that Mary and the consultants are also listening, and we have to pay a lot of attention to cost control. We need to look at the projects and be sure that we bring the projects in at the budgeted amount or below, if we can, and that should be our first goal in trying to look for additional monies to do the minor projects. In essence, I think that, through the first phase, we are handling the majority of the most significant projects.

Mr. Solares: Another thing is the JOC versus the bidding process. I'm really ashamed of having to listen to the staff saying that it could take them six months to get the bidding package together to put a job out for bid. It's sad because I know it's putting the pressure on the existing staff.

Mr. Hernandez: I like to have in my toolbox all these different means of getting things done, whether it's JOC or whether it's a miscellaneous contract, or whether it's a low bid, and then use them appropriately, depending on the project. We need to be able to accelerate it and expedite it as much as we can.

Mariano Cruz: I have a few suggestions. Pedro talked about the town hall meetings with the neighborhoods to say what they want. That's good for the sophisticated neighborhoods, Coconut Grove, Upper Eastside, but Allapattah, the people have two or three jobs to make a living to pay the rent. You know what happen in Allapattah? I live on Northwest 26th Street. That's considered east Allapattah. There hasn't been one street fixed there, resurfaced, nothing since 1977 around there, and the last one was part of 28th Street with Community Development money because I was on the board of Community Development. That was the only thing. How come the City don't fix the streets in Allapattah? I mentioned it before in the meeting, and I'm glad that the Manager is here because I'm telling him. The only street fixed is Northwest 26th Street, my street, because we, the neighbors, came here and signed for the capital improvement, and they taxed us for years and years. We paid for our street, the whole thing. That's the only street that's been fixed there, and you can go there and check it. Also, the other day, I was listening to the radio, and it was mentioned that the City is giving these people money for the park museum for consultants. People listen to that and they don't know any better. The bond issue was \$255 million, mostly to fix the neighborhood. There was nothing there for a museum there.

Mr. Hernandez: In reference to the museums, I understand that the Homeland Defense Bond program has two line items for the museums, \$3.5 million for each.

Ms. Conway: That's correct.

Chairman Flanders: I think that your first point is a very good point, and I think that the City is actually ahead of your thought process. I understand that street bonds are coming out to address exactly what you're talking about.

Mr. Hernandez: Irrespective of whether it's the Museum of Art Homeland Defense contribution or whether we're dealing with the gateways, I think that you have to look at them with the same scrutiny in reference to the value of the project. When you look at the museum project, we want to be sure that the project is a valid project that is properly managed, and that our contribution will go towards something beneficial in that project.

Luis De Rosa: City Manager, thank you for coming down. I think it's important that the lines of communication remain open. I have pet project, which is the Roberto Clemente Park, which is in District 2, and I've been fighting for some time about this. I think that the issue of communication is at the heart of what everyone has been saying, and especially in my case, because I was so misinformed, even if it was not intentional. I mentioned to the Board that we had to cancel the game between the Miami police and the Chicago police because of the condition of the park, but now we're back on track with the L.A. police. L.A. is coming with close to 50 people, but we can't play at the park. We have to play the game at Flamingo because of the park is in bad condition.

Chairman Flanders: A newsletter needs to be produced to show what is happening with bond projects.

Laurinus Pierre: I don't need to repeat some of the concerns that everybody has here. How do you ensure that the districts are not losing money when it is reallocated? The community is concerned about this.

Mr. Hernandez: I would like to be able to have our people get more into the community at the right points to be able to disseminate information to inform the community. I think it's important that we go into the different neighborhoods and take advantage of opportunities to address the people; to have the newsletter in Creole, Spanish, and English and do the distribution according to the area.

Mr. Pierre: It's not only passing out the information. It's also having a process that is fairly implemented.

Ms. Conway: I can assure you that the Capital Plan gets updated on an annual basis, and your district Commissioners track the projects that are in their districts very closely, and Pilar, in Capital Improvements, and her team, along with the City Manager, also track the allocations of dollars to projects, and if the allocations are changed, then things shift, so we do have databases and mechanisms in place that we do track all the projects and changes to projects.

Chairman Flanders: We're going to lose quorum soon. Rolando, I don't want to shortchange you, but we've literally run out of time.

Mr. Aedo: That's fine. I won't repeat what my colleagues on the Board have said. For the most part, I do feel good about the process. I will showcase three or four quick instances of when I haven't felt as proud about being part of this Board or the process, and the first time came at the quick realization that this bond issue wasn't too much about homeland defense, and I felt that, while it was very strategic -- and I commend the

marketing positioning of it -- I think that that transparency wasn't there, so I will tell you candidly and openly that that tainted my pride of being part of a process that I won't call it being hoodwinked, but I can definitely tell you that there was some creative license taken to that, so that would be one. The second slight disappointment in the process -- and hopefully, this is something that can still be addressed -- was that this committee, as important as it is, has no teeth. Regardless of how strongly we feel, we are an advisory committee by statute, and at the end of the day, we really don't have the power to override something, and at times, even the folks appointing us perhaps don't give us full credit, so that's another issue. The other thing that pained me was when we canceled projects, and thankfully, it was a small percentage.

Mr. Hernandez: Teeth or no teeth, I think the key word is respect, and the staff and consultants that are listening to me now, the word is respect to you, as a board, to the process, and my commitment is for the Administration itself to have that kind of respect to you, to your recommendations. We may not agree 100 percent on everything because it will not happen, but we need to have the respect to keep you informed, to bring things to you to share, and if we do that, I think that we can work well.

Mr. Aedo: Fair enough. Thank you.

David Kubiliun: All I'd like to say is the key to success in any organization is communication, and I think that what we've accomplished here tonight was quite informative, and I just welcome the opportunity to meet again.

Ms. Willis: Our board in general -- I was under the impression, but I need for us to get a copy of the bylaws of how it was written that if there's any changes made or recommendations, that we're the ones that are supposed to make them, to give the recommendations for the changes before they go to the Commissioners.

Mr. Aedo: That's what I was saying. That really is not the case.

Ms. Willis: So we didn't have that? That is not in the bylaws?

Vice Chairman Reyes: No.

Chairman Flanders: But this tracking mechanism is very important. I took notes, everybody. We have it on tape, but I took notes, and I will take everything that you said, distill it, and make the bullet points.

Ms. Willis: And one last thing. When you first came and they put you out to dry, you came to our Little Haiti meeting, and you stood there, and everybody smiled and made nice and said we're going to get everything we want, and we had a building, and all of a sudden, the building disappeared. I don't know if you know that or not, and one of the things I'm saying is, we should never disappear again any project. If it says it's in the project in the beginning that it should be there, I think that it should come back before us before anybody decides that they're going to disappear anything, but now it's reappeared. We got a new magician, but I just wanted you to be aware that that took place.

Vice Chairman Reyes: I want to make a motion.

Chairman Flanders: You can't because Commissioner González made a change to what you have.

Pilar Saenz: All the Commissioners had a chance to have input, and today, we met with Commissioner González. On District 1, the Sewell Park dollars are being reallocated, as well as the \$800,000 for gateways. It'll be 750,000 instead of 800,000, so those two totaled is \$1,028,257, which will be allocated to the Grapeland community building.

Vice Chairman Reyes: I'm going to make a motion that we reconsider and accept the Manager's recommended reallocations.

Mr. De Rosa: Second.

Chairman Flanders: Manolo has made a motion. We have a second from Luis De Rosa. Is there any further discussion?

Mr. Aedo: Friendly amendment. Pursuant to the City Manager's personal commitment to honor the completion of all projects that were approved by the voters.

Vice Chairman Reyes: I accept that amendment, and I strongly support it.

Mr. De Rosa: I second it.

Chairman Flanders: OK. We have an amended motion, an amended second. Any further discussion? All in favor?

The Board Members (Collectively): Aye.

Chairman Flanders: Anyone opposed? Motion carries.

HD/NIB MOTION 07-11

A MOTION WAS MADE TO ACCEPT STAFF'S RECOMMENDATIONS AS PRESENTED REGARDING THE HOMELAND DEFENSE NEIGHBORHOOD IMPROVEMENT PROGRAM REALLOCATIONS, PURSUANT TO THE CITY MANAGER'S PERSONAL COMMITMENT TO HONOR THE COMPLETION OF ALL PROJECTS THAT WERE PREVIOUSLY APPROVED BY THE VOTERS.

MOVED: M. Reyes
SECONDED: L. De Rosa
ABSENT: L. Cabrera, R. De La Cabada, G. Reshefsky, J. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present.

II. CHAIRPERSON'S OPEN AGENDA:

III. ADDITIONAL ITEMS:



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 5/22/07

DISTRICT: 2

NAME OF PROJECT: ADDITIONAL GRANT TO THE MIAMI SCIENCE MUSEUM TO SUPPORT THE DEVELOPMENT OF A SCIENCE MUSEUM FACILITY IN BICENTENNIAL PARK

INITIATING DEPARTMENT/DIVISION: Capital Improvements & Transportation

INITIATING CONTACT PERSON/CONTACT NUMBER: Nancy Mckee/Gillian Thomas (305)646-4231

C.I.T. DEPARTMENT CONTACT: Meredith Nation (305) 416-1285

RESOLUTION NUMBER: CIP/PROJECT NUMBER:

ADDITIONAL PROJECT NUMBER: (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,

TOTAL DOLLAR AMOUNT: \$2,000,000

SOURCE OF FUNDS: Miami Science Museum

ACCOUNT CODE(S): CIP # 333143

If grant funded, is there a City match requirement? YES NO

AMOUNT: EXPIRATION DATE:

Are matching funds Budgeted? YES NO Account Code(s):

Estimated Operations and Maintenance Budget

3. SCOPE OF PROJECT:

Individuals / Departments who provided input:

DESCRIPTION OF PROJECT: To support further activities related to the development of a Science Museum in Bicentennial Park.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 5/17/07

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 6/26/07

Approved by Commission? YES NO N/A DATE APPROVED:

Community Mtg/Dist. Commissioner Approval? YES NO N/A DATES:

Revisions to Original Scope? YES NO (If YES see Item 5 below)

Time Approval 6 months 12 months Date for next Oversight Board Update:

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,

DESIGN COST:

CONSTRUCTION COST:

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds:

Approved by Commission? YES NO N/A DATE APPROVED:

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED:

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input:

Justifications for change:

Description of change:

Fiscal Impact YES NO HOW MUCH?

Have additional funds been identified? YES NO

Source(s) of additional funds:

Time impact

Approved by Commission? YES NO N/A DATE APPROVED:

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED:

6. COMMENTS:

APPROVAL: [Signature] DATE: 6/26/07

BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO



April 13, 2007

Mr. Pedro G. Hernandez
City Manager
City of Miami
3500 Pan American Drive
Miami, FL 33133-5595

Dear Mr. Manager:

Enclosed is an update report on the new Miami Science Museum to be built in Museum Park, and a further request for funding to supplement Resolution R-05-0416 dated 7/7/05, which authorized \$700,000 of funding under the City's Homeland Defense/Neighborhood Improvement Bond Program.

The Museum has completed planning studies for the feasibility of our capital campaign and the financial business plan of the New Museum, as well as aquarium and planetarium studies. Our cost consulting is ongoing, as is our sustainability study for the proposed LEED-certified green building. We have also embarked on a joint study of parking with the Miami Art Museum.

The Museum's architectural selection committee has short-listed five design architects and three executive architects who are to respond to the Museum's Request for Proposals. The committee will meet on May 1 and 2 to interview and rank the architects. Our New Museum expenditures will accelerate rapidly as soon as the architects are named, which we anticipate to be late May 2007.

3280 S. Miami Ave.
Miami, FL 33129
Tel: (305) 646-4200
Fax: (305) 646-4300
www.miamisci.org

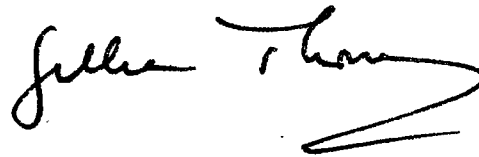
In Association with the Smithsonian Institution

In order to keep our project moving at a rapid pace, we are requesting that the City execute a new grant agreement in the amount of \$2,000,000 to support these first phases of the New Museum, as specified in the voter-approved Homeland Defense/Neighborhood Improvement Bond Program. A summary of our project costs is enclosed, along with an annual summary of costs.

The total project cost is \$275 million. Miami-Dade County General Obligation Bonds will contribute \$175 million, the City of Miami's Homeland Defense/Neighborhood Improvement Bonds will contribute \$2.7 million, and we have already raised \$17 million in the silent phase of our capital campaign. We plan to raise a total of \$100 million from the capital campaign, which will be announced to the public in the fall of 2007.

The Miami Science Museum is greatly appreciative of the assistance we have received to-date from you, your staff, and the City's elected officials. We look forward to a long working relationship with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Gillian Thomas". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Gillian M. Thomas
President & CEO

**Miami Science Museum
Cash Forecast Based
On February 2007 Budget**

Project Management	\$	4,000,000
Architectural & Engineering		16,750,000
Exhibit Design		14,086,351
Construction Management		
Pre-Construction Contract		1,500,000
Pre-Construction Review		40,000
Other Owner Direct		13,298,234
Artist Fees		500,000
Construction Costs		
Museum Construction		115,677,452
Exhibitory Construction		44,176,646
Sitework		6,286,992
Mockups		100,000
Artwork		2,125,000
FF&E		8,278,342
Signage & Wayfinding		525,000
Owner's Contingency		22,514,109
Relocation Costs		20,560,000
Fundraising & Financing		4,600,000
TOTAL	\$	275,018,126
Annual Costs:		
Thru Sept 2006	\$	1,419,686
FY 2007		4,054,716
FY 2008		22,184,283
FY 2009		39,726,590
FY 2010		41,540,211
FY 2011		49,273,373
FY 2012		98,899,234
FY 2013		17,920,033
TOTAL	\$	275,018,126

How?

MIA SCI FUNDING

2/28/2007

	<i>Balance</i>	
GOB Allocation	\$175.0	64%
Capital Campaign:		
Raised to Date	\$ 17.4	6%
Balance to Raise	82.6	30%
Total Capital Campaign	<u>\$100.0</u>	<u>36%</u>
Total Funding	<u><u>\$275.0</u></u>	<u><u>100%</u></u>

WELCOME TO

mia
sci

*The
New*

miami science museum

What?

MIA SCI COMPARED WITH EXISTING MUSEUM

	MIA SCI	EXISTING
Site	4.0 Acres	1.8 Acres
Building:		
Floors	3+	1+
Size	200,000 sf	53,000 sf
Internal Public Spaces	145,000 sf	46,000 sf
Principal Internal Features:		
Exhibition Spaces	38,500 sf	18,500 sf
Planetarium	13,500 sf	3,400 sf
Learning Center Suite	21,800 sf	3,400 sf
Science Theater	8,000 sf	2,300 sf
Atrium	11,800 sf	3,000 sf
Aquarium	12,500 sf	-
Historical Museum	25,000 sf	-
Entertainment Suite	15,500 sf	-
Principal External Features:		
Wildlife Center	25,000 sf (Rooftop)	22,000 sf
Observatory	5,000 sf (Rooftop)	1,700 sf
Outside Science Playground	10,000 sf	-

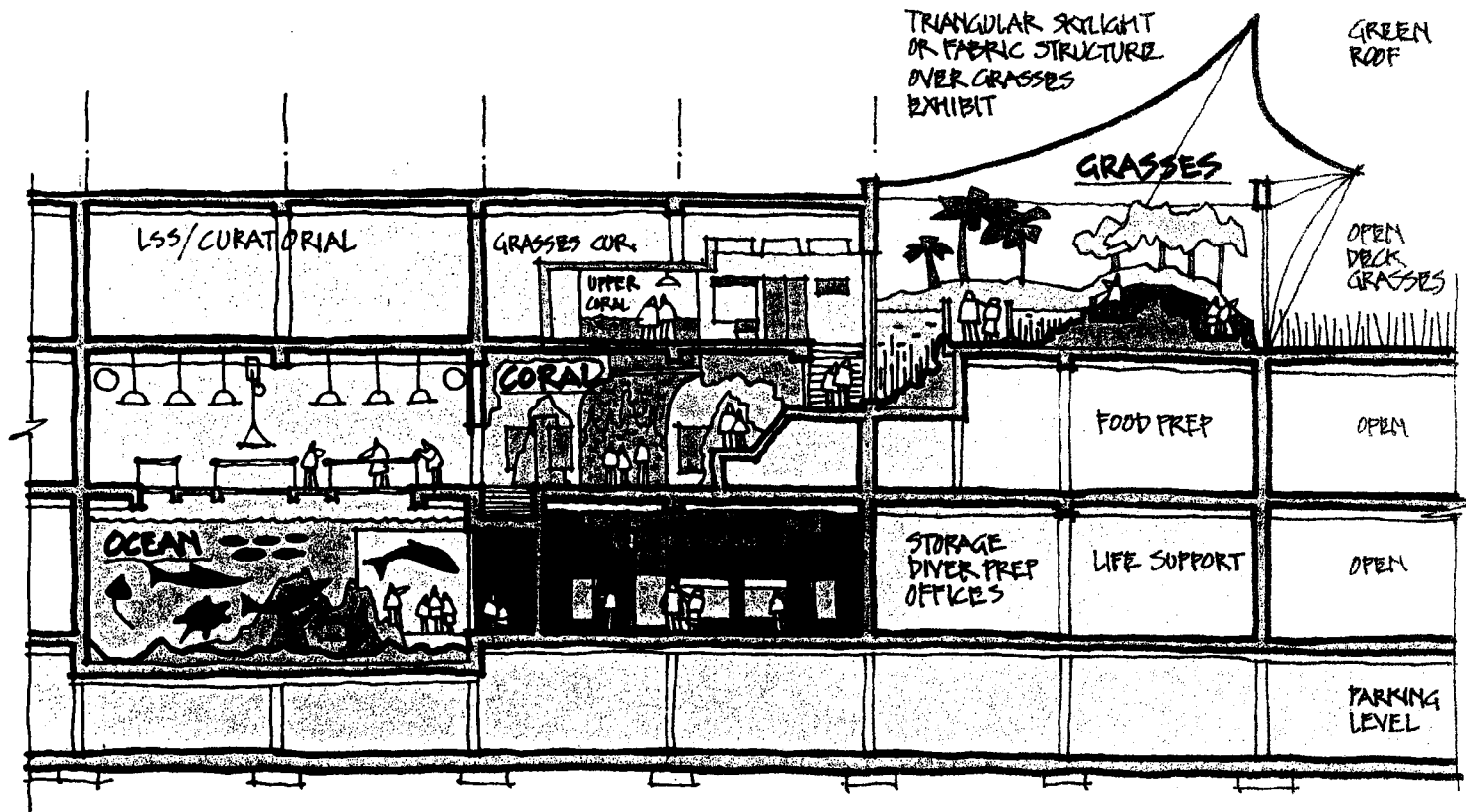
What?

MIA SCI COMPARED WITH OTHER MUSEUMS

	INTERNAL SPACE	EXHIBITION SPACE	PLANETARIUM
Museum of Science and Industry, Chicago	623,155 sf	266,575 sf	No
Franklin Institute, Philadelphia	441,000 sf	70,500 sf	Yes
Museum of Science and Industry, Tampa	279,600 sf	40,000 sf	Yes
MIA SCI	200,000 sf	38,500 sf	Yes
Tech Museum of Innovation, San Jose	132,000 sf	38,000 sf	No
Maryland Science Center, Baltimore	172,000 sf	69,800 sf	Yes
Museum of Science and History, Fort Worth	118,000 sf	26,000 sf	Yes
Reuben H. Fleet Science Center, San Diego	93,000 sf	30,176 sf	Yes
Museum of Discovery and Science, Fort Lauderdale	85,000 sf	30,000 sf	No

What?

AQUARIUM CONCEPT



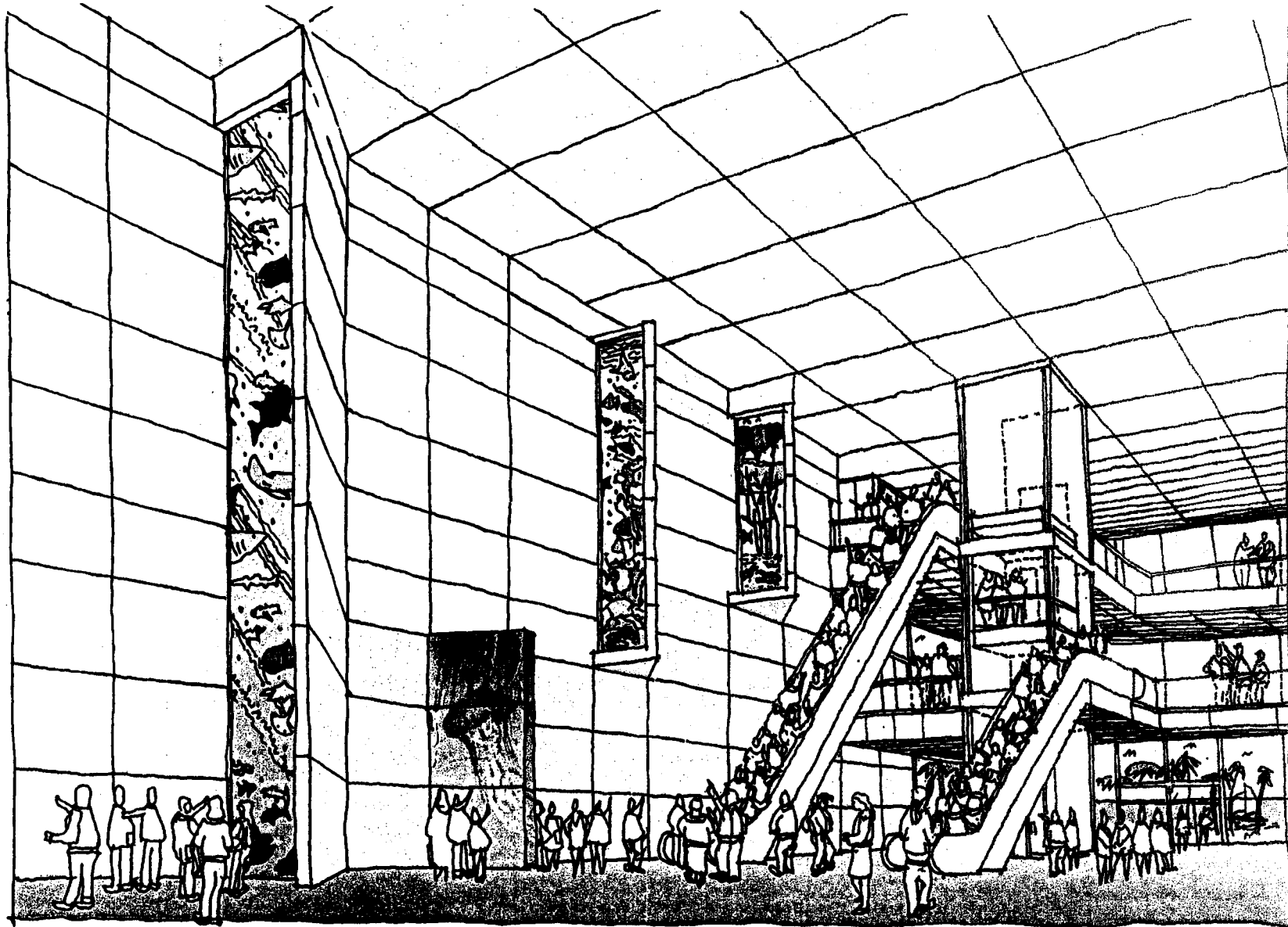
SECTION THROUGH AQUARIUM BAYS



What ?

ATRIUM CONCEPT

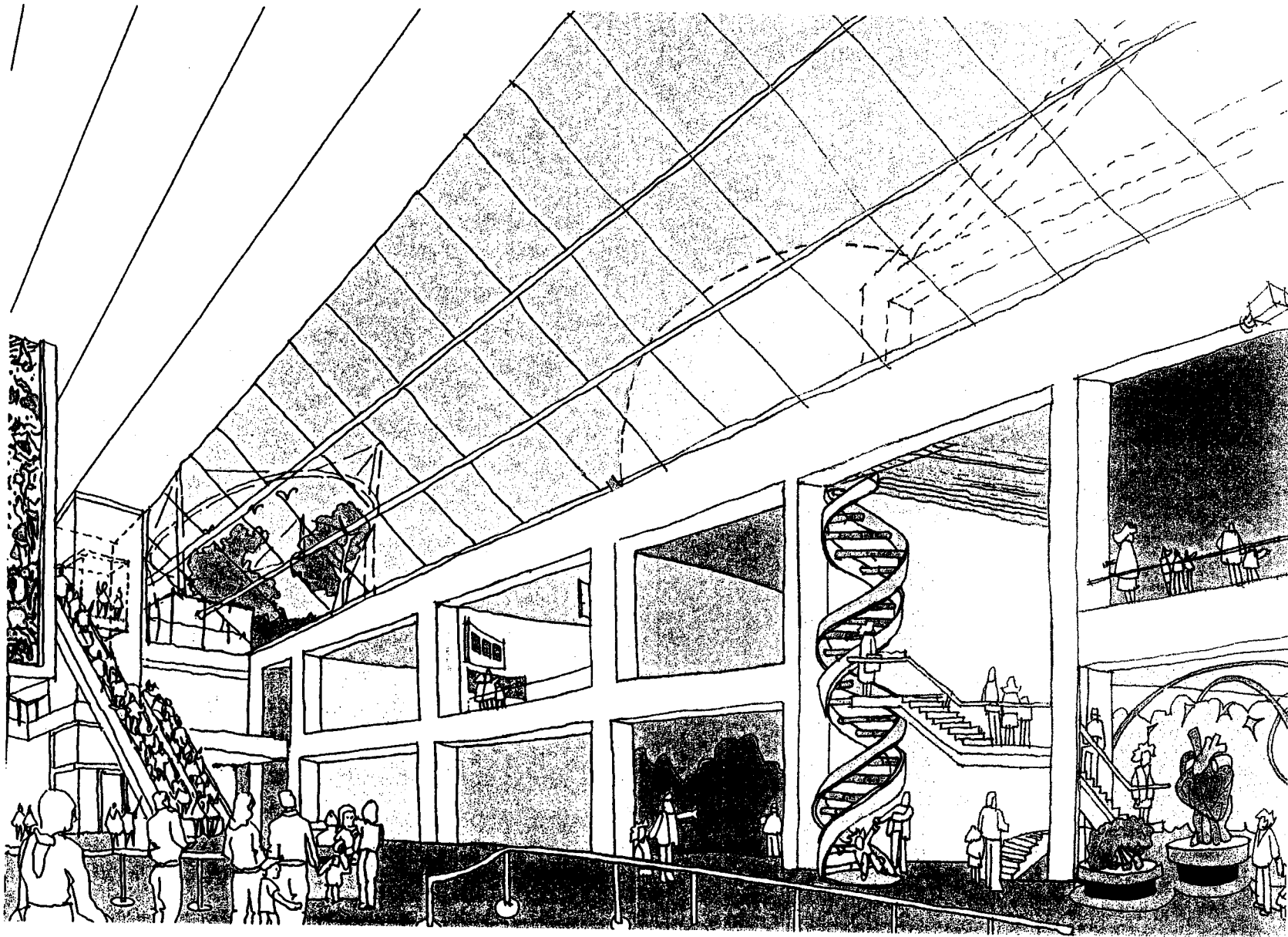
Left Side



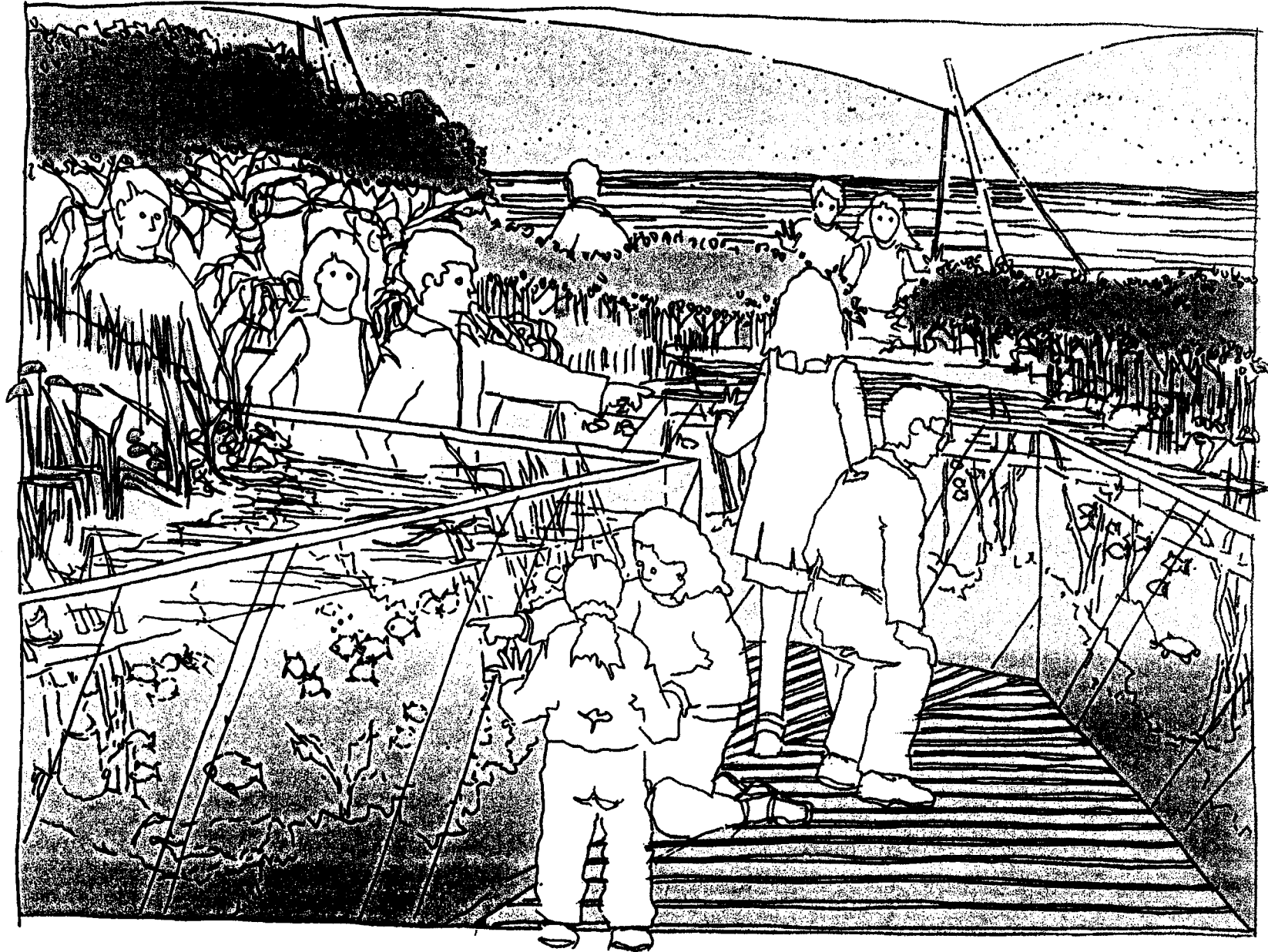
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ATRIUM CONCEPT

Right Side

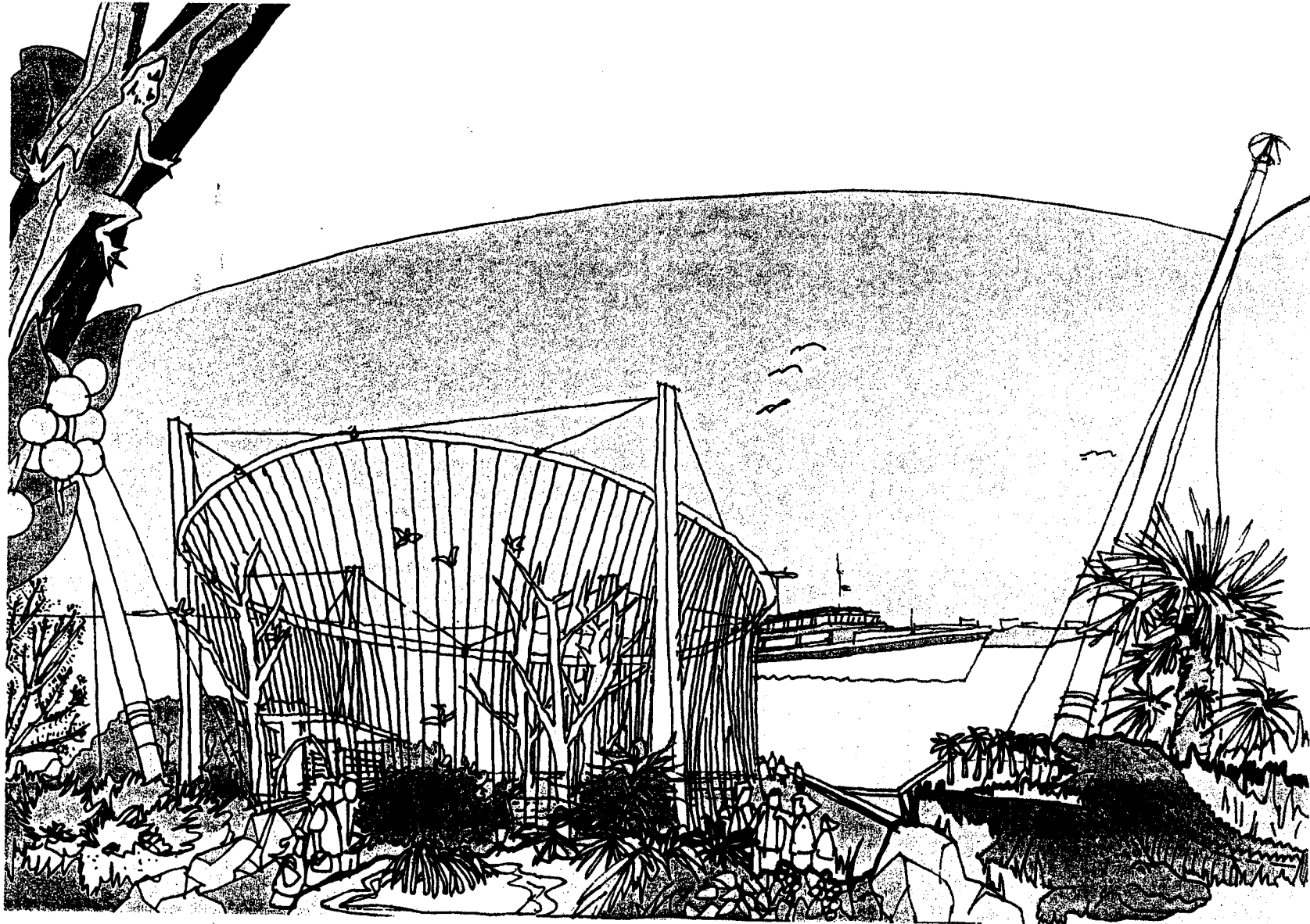


What? SEA GRASS WALK CONCEPT

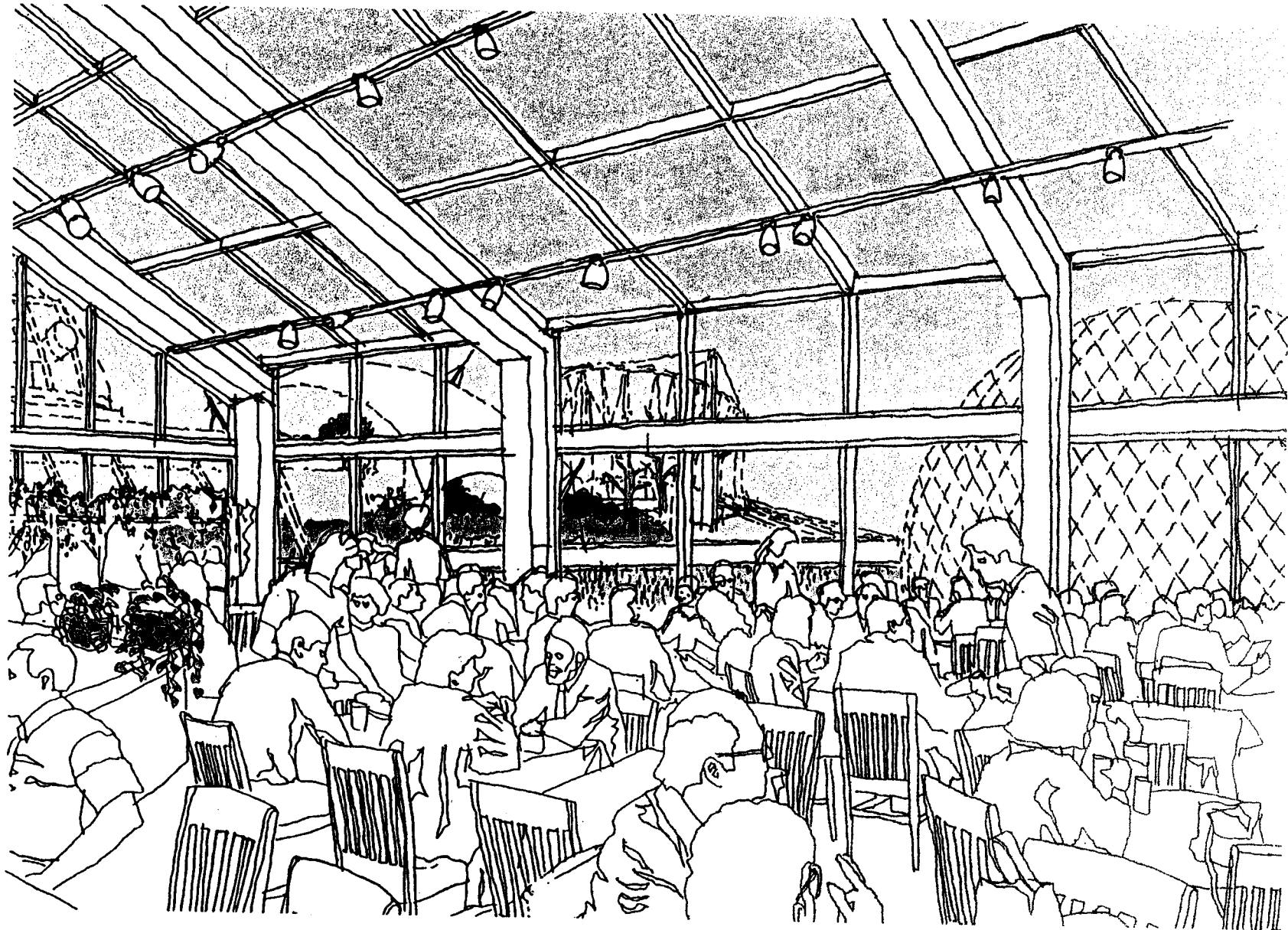


What?

WILDLIFE CENTER CONCEPT



What? ENTERTAINMENT SUITE CONCEPT

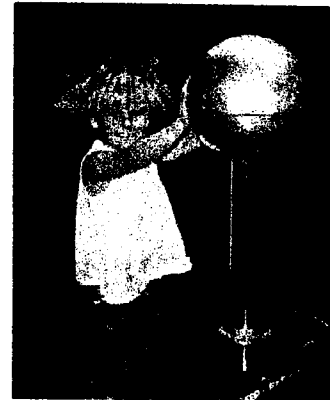
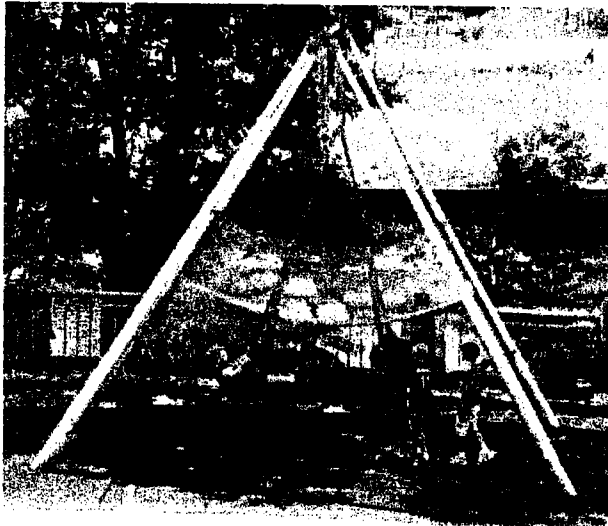
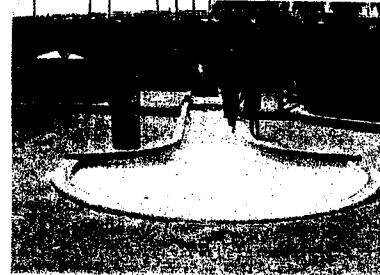
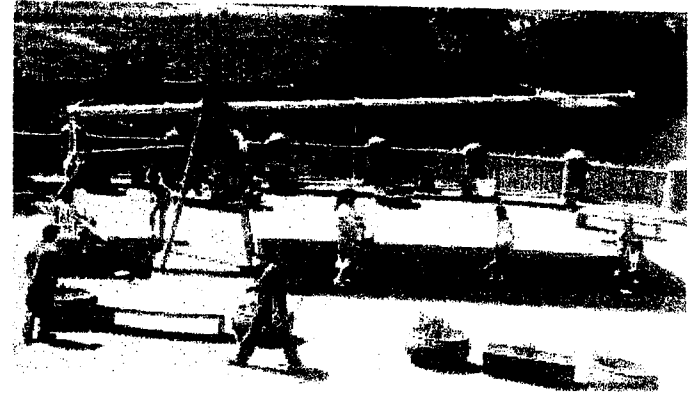
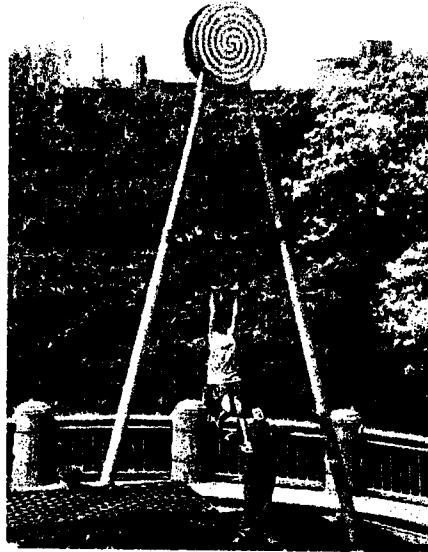


What?

LEARNING CENTER CONCEPT

Classrooms	For in-depth, hands-on activities	7,000 sf
Computer Lab	For classes, training and demonstrations	2,500 sf
Wet Lab	For biology, physiology, forensic science, etc.	2,500 sf
Distance Learning Lab	Linked to remote teachers, partners and web	2,250 sf
Flexible Spaces	For meeting rooms, larger training sessions, and displays / demonstration areas	2,000 sf
Advanced Academics Lab	Project-based space for gifted student programs	1,600 sf
Observatorium	Central viewing area for observing selected classrooms and labs	1,000 sf
Demonstration Lab	Observable research lab for visiting scientists	1,000 sf
Other	Includes staff offices and reception	1,950 sf
Total Area		<u>21,800 sf</u>

What? SCIENCE PLAYGROUND CONCEPT



What? PRINCIPAL EXHIBITION AREAS

ENERGY & ENVIRONMENT

- Global warming.
- Energy alternatives.
- Conservation ideas for individuals and families.
- Understanding the Everglades.
- Hurricanes and extreme weather.
- Ocean sciences.

LIFE

- Exploring the brain.
- Nutrition and exercise.
- Understanding the new science of learning.
- Understanding DNA, pharmaceuticals and biotechnology.

TECHNOLOGY

- Emerging developments in information technology.
- Music, lights, movement and other technologies of the video and entertainment industry.
- The science of food from working greenhouses to kitchen theater.
- Robots, aerodynamics, electronics, speed and other elements contributing to new products to transform daily life.

UNIVERSE, SPACE & TIME

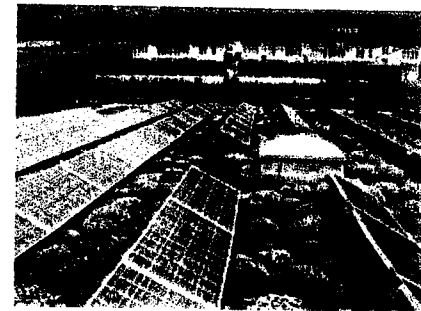
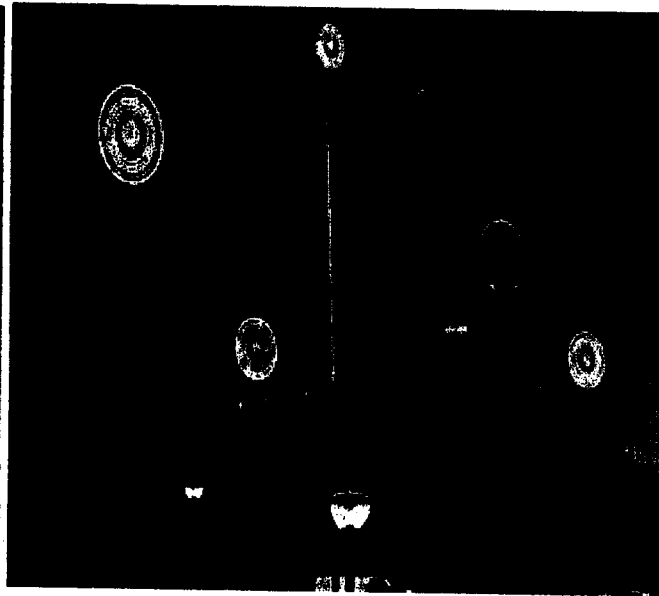
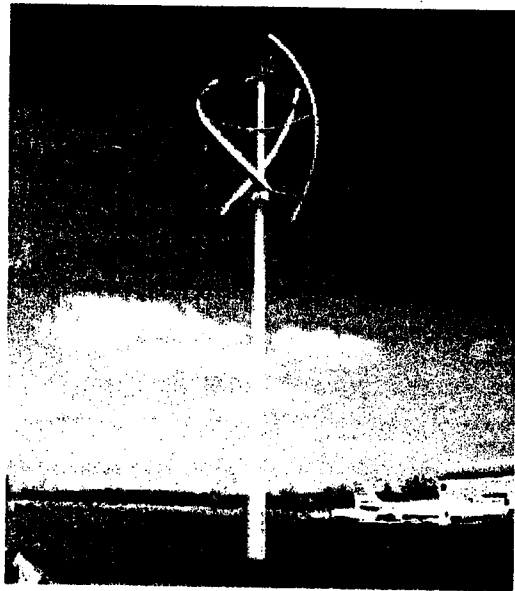
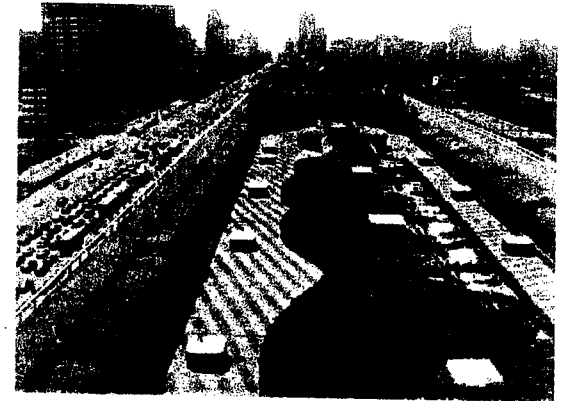
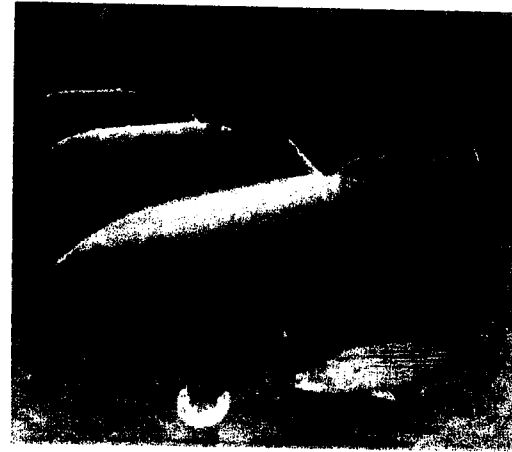
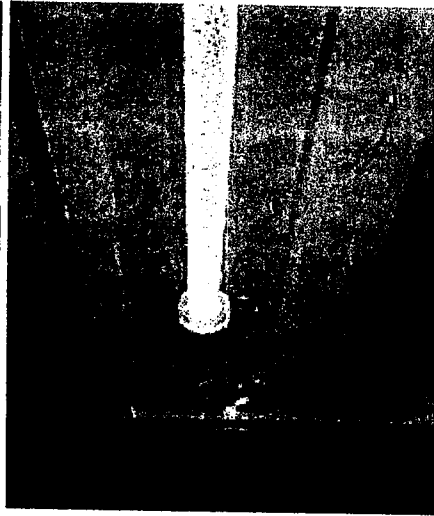
- Latest research.
- Our continuing voyages of discovery.

TRAVELING EXHIBITS

- Constantly changing, high-profile temporary exhibitions.

What?

GREEN BUILDING CONCEPTS



How?

PROFESSIONAL MANAGEMENT

Gillian Thomas

President and Chief Executive Officer

Nancy McKee

Senior Vice President and Chief Financial Officer

Jack Horkheimer

Executive Director, Planetarium

Dr. Judy Brown

Executive Director, Center for Interactive Learning

Sean Duran

Vice President, Exhibits

William Fenton

Senior Vice President of Development

Melissa Chaykin

Capital Campaign Director

Raj Sarangapani

Vice President, Project Management and Planning

How?

PROFESSIONAL PLANNING

Lord Cultural Resources	Museum planning and management consultants
Oppenheim Lewis	Museum and construction cost consultants
Cambridge Seven	Aquarium consultants
Dr. James Sweitzer	Planetarium consultant
Spillis Candela	Concept specifications
Timothy Haahs & Assoc.	Parking consultants

How?

VOLUNTEER LEADERSHIP

Trish & Dan Bell

Co-Chairs, Board of Trustees

Joseph Falk

Vice Chair, Board of Trustees

Guillermo Gomez

Vice Chair and Treasurer, Board of Trustees

Victor Alvarez

Secretary, Board of Trustees

Paula Brockway

Chair, Capital Campaign

Paul DiMare

Vice Chair, Capital Campaign

Walter Revell

Chair, Construction Committee

Peter Spillis

Vice Chair, Construction Committee

How?

BOARD OF TRUSTEES

- Victor Alvarez
- Sheldon Anderson
- Trish Bell
- Dan Bell
- Ileana Bravo-Gordon
- Paula Brockway
- Evangeline Carter
- Pamela Wilds Cole
- Paul DiMare
- Swanee DiMare
- Marko Dimitrijevic
- Joseph Falk
- Alfred Farrell
- Walter Gelnovatch
- Michael Gerrard
- Guillermo Gomez
- Taffy Gould
- Joseph Jones
- John Kitchens
- Timothy LaMacchia
- Mitchell Less
- William Meyersohn
- Brenda Nestor Castellano
- Claudio Osorio
- Jack Pflieger
- Jeanie Pflieger
- Walter Revell
- Jorge Rodriguez
- Electra Spillis
- Peter Spillis
- Jeffrey Weiner

Why?

OBSOLETE FACILITY

- Existing museum is *smaller than any science museum* in any comparable metropolitan area in North America.
- Planetarium is 40 years old and now is one of only four in the US with such *aged technology*. (The other three are in Montgomery, AL; West Hartford, CT; and Warminster, PA.)
- Unable to accommodate *demand from school groups*. (South Florida school population nearly *quadrupled* between 1960 and 2005.)
- The *oldest* daily operating *cultural facility* in Miami Dade County.

Why?

POWERFUL COMMUNITY ASSET

STIMULATING MINDS

- Enticing children and adults to seek and to value education as a *means to enhance their lives*.
- Breaking down barriers to the acceptance of science and technology in daily lives.

ENRICHING LIVES

- Introducing the thrill of discovery to the underserved in the community through *intensive educational outreach*.
- Offering hands-on, real-world science and technology experiences for children, teens and adults.
- Providing genuine *cross-cultural learning opportunities* for everyone without regard to geographic origin, economic level, educational exposure, *or age*.
- Opening doors to exciting career opportunities in a knowledge-based economy.

BUILDING MIAMI

- Inspiring a more technologically proficient workforce.
- Attracting technology-intensive industries.
- Helping to revitalize downtown Miami with an exciting cultural destination for residents and visitors.
- Providing a *world-class cultural institution befitting a world-class city*.

Why?

MIA SCI WILL SERVE YOUTH...

PRE-SCHOOLERS

- A hands-on introduction to real-life science.

ELEMENTARY AGE CHILDREN

- School outings and family activities.

TEENAGERS

- Educational programs, career awareness activities and social events.

UNDERSERVED AND DISADVANTAGED YOUTH

- Wide ranging programs including Upward Bound, Hospital Homebound and Open Door Access.

EXCEPTIONALLY GIFTED

- World-class science and research opportunities.

TEACHERS OF YOUTH

- Professional development, including teacher training.
- Comprehensive resources for science teachers to aid in the teaching of science and in efforts to stimulate interest in science and technology.

Why?

...AND THE COMMUNITY

ADULTS

- Lifelong learning and volunteer opportunities.
- In-depth resources for culture and education.

PARENTS AND GRANDPARENTS

- Explaining science across generations.
- Fun and stimulating learning experiences for entire family, regardless of age.

COMMUNITY GROUPS

- Unique and enjoyable venue for social events.
- Enhanced visibility for greater impact.

VISITORS

- A world-class science and technology attraction.

INDUSTRY

- An exciting, compatible venue for product presentations and technology education.
- A stronger workforce through enhanced technology training.

RESEARCH SCIENTISTS

- New opportunities and greater awareness of their work.

EVERYONE!

- The best in science and technology, regardless of education, culture or language skills.



AGENDA ITEM SUMMARY FORM

FILE ID: _____

Date: 5/16/2007

Requesting Department: Cap Imvts & Transportation

Commission Meeting Date: _____

District Impacted: All (2)

Type: Resolution Ordinance Emergency Ordinance Discussion Item Other _____

Subject: Grant of \$2,000,000 to Miami Science Museum for development of a museum facility in Bicentennial Park ("Museum Park").

Purpose of Item:

To approve a grant of \$2,000,000 to the Miami Science Museum ("MSM") to support the development of a new museum facility in the City-owned Museum Park as authorized by a referendum of the voters in November 2001 as a specified project in the Homeland Defense Neighborhood Improvement Bond Program, authorizing the City Manager to execute the attached project cooperation agreement, and allocating funds from B-78502, the Capital Improvement Project entitled "Miami Science Museum - Development in Bicentennial Park".

Background Information:

The development of a science museum in Bicentennial Park has been the intent of the City since the late 1990's. The City allocated funding for the Miami Art Museum and the MSM projects from the the Homeland Defense Neighborhood Improvement Bond Program to be dispersed over several funding cycles. Combined, the museums were granted an initial \$2,800,000 of which \$700,000 was utilized by each museum to support development activities related to their project, including hiring consultants specializing in museum planning, financial feasibility and project management. The remaining \$1,400,000 was utilized by the City to hire Cooper, Robertson and Partners to prepare a master site plan and design development documents for the park. MSM has expended \$338,525 of their initial funding allocation and is requesting \$2,000,000 to further the Project. MSM anticipates spending the balance of their initial funding allocation, \$361,475 in the next few months on the following items: architectural fees for the first design phase (Grimshaw), project management (Oppenheim, Lewis), and survey and geotech work (TBD). The attached project cooperation agreement has been drafted to govern the responsibilities of the City and MSM in this endeavor. Funding will become available with the issuance of the next series of the Bonds; therefore the agreement will not be fully executed until that time.

Budget Impact Analysis

NO **Is this item related to revenue?**

YES **Is this item an expenditure? If so, please identify funding source below.**

General Account No: _____

Special Revenue Account No: _____

CIP Project No: B-78502

YES **Is this item funded by Homeland Defense/Neighborhood Improvement Bonds?**

Start Up Capital Cost: _____

Maintenance Cost: _____

Total Fiscal Impact: \$2,000,000

Final Approvals

(SIGN AND DATE)

CIP _____ Budget _____

If using or receiving capital funds
Grants N/A Risk Management N/A

Purchasing N/A Dept. Director _____

Chief _____ City Manager _____

..TITLE

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING A GRANT TO THE MUSEUM OF SCIENCE, INC. D/B/A MIAMI SCIENCE MUSEUM TO SUPPORT THE DEVELOPMENT OF A NEW MUSEUM FACILITY IN THE CITY OF MIAMI-OWNED BICENTENNIAL PARK, IN THE AMOUNT OF \$2,000,000, APPROVED BY A REFERENDUM OF THE VOTERS IN NOVEMBER, 2001, AS A SPECIFIED PROJECT IN THE HOMELAND DEFENSE NEIGHBORHOOD IMPROVEMENT BOND PROGRAM; ALLOCATING SAID FUNDS FROM CAPITAL IMPROVEMENT PROJECT NO. B-78502 ENTITLED "MIAMI SCIENCE MUSEUM-BICENTENNIAL PARK" AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT CO-OPERATION AGREEMENT FOLLOWING THE ISSUANCE OF SERIES II BOND PROCEEDS, IN SUBSTANTIALLY THE ATTACHED FORM, FOR SAID PURPOSE.

..Body

WHEREAS, on November 13, 2001, the voters of the City of Miami ("City") approved by referendum the City's issuance of \$255 million in limited ad valorem tax general obligation bonds for homeland security, neighborhood improvements, capital projects and infrastructure improvements, the "Homeland Defense/Neighborhood Improvement Bonds" ("Bond"); and

WHEREAS, pursuant to Ordinance No. 12137, adopted October 11, 2001, authorization to seek voter approval was provided, an allocation of future Bond funds to specified projects was provided and such allocations were further clarified pursuant to Resolution No. 02-1294, adopted December 12, 2002; and

WHEREAS, the public information campaign conducted for the voter referendum and the enabling legislation identified the "Miami Museum of Science" and the allocation of Bond proceeds "to assist the museum in establishing a development site at Bicentennial Park ("Park")," which is a recreational facility owned by the City and located at 1075 Biscayne Boulevard, Miami, Florida; and

WHEREAS, the City completed and approved a community-based plan entitled "Bicentennial Park-Museum Park" which recommends that four (4) acres in the Park be reserved for the development of an art museum and an additional four (4) acres be reserved for the development of a science museum; and

WHEREAS, Miami Dade County voters also approved, in November, 2004, the issuance of general obligation bonds and has included in its bond program the sum of \$100,000,000 to support the development of a new art museum facility in Bicentennial Park ("Project"); and

WHEREAS, the Project will be a public science museum, a significant community asset offering first class exhibitions, classes and courses located in an approved site in the Park and will enhance the educational and cultural vibrancy and life of the City, and of its residents and visitors; and

WHEREAS, the science museum was founded in 1949 by the Junior League of Miami, a private non-profit organization, and is operated today by the Miami Museum of Science ("MMOS") on property owned by Miami-Dade County; and

WHEREAS, MMOS is a 501(c)(3) tax exempt organization devoted to inspiring people of all ages and cultures to enjoy science and technology, to better understand ourselves and our world; and

WHEREAS, MMOS officially changed their name to Miami Science Museum ("MSM") and will be referred to as such herein; and

WHEREAS, MSM has been a significant contributor and an integral partner in the processes undertaken thus far for the Project; and

WHEREAS, it is the intention of the City to continue to foster the existing coalition for the Project with MSM and Miami-Dade County and to secure a legal arrangement with the parties for the design and implementation of the Project at said City-owned park; and

WHEREAS, in furtherance of the Project, the City utilized \$700,000 of the MSM Bond allocation to hire Cooper, Robertson and Partners, to prepare a master site plan and design development documents for the park; and

WHEREAS, Resolution 05-0416, adopted July 7, 2005, authorized an initial grant in the amount of \$700,000 to MSM utilizing Bond proceeds; and

WHEREAS, MSM secured consultants specializing in science museum and exhibition planning, financial feasibility and project management with the assistance of these funds; and

WHEREAS, MSM seeks \$2,000,000 at this time to begin implementation of the Project plans including the retention of an architectural firm and various design consultants to develop construction documents; and

WHEREAS, the City Commission, by passage of this Resolution, will authorize the allocation of \$2,000,000 for the provision of design and consulting activities and will further authorize the City Manager to execute a Project Cooperation Agreement ("Agreement") for this purpose following the issuance of Series II Homeland Defense/Neighborhood Improvement Bonds ("Series II Bond"); and

WHEREAS, the Agreement lays forth the duties and responsibilities of the City and MSM, provides for the use, accountability, accessibility, and terms of this undertaking by MSM; and

WHEREAS, MSM has agreed that all documents, reports, materials and drawings that are developed with the assistance of the Series I or Series II Bond ("Bonds") proceeds

shall become the property of and be owned by the City, which will subsequently donate such documents, reports, materials and drawings freely available to MSM and to Miami-Dade County, if applicable, for use on the Project; and

WHEREAS, the Agreement also provides for MSM and its successors to maintain public access to facilities developed with Bonds proceeds, and that said facilities will be publicly owned; and

WHEREAS, the Agreement will be subject to approval as to legal form and content by the City Attorney; and

WHEREAS, the Agreement will further be subject to approval by the City's Bond Oversight Board; and

WHEREAS, the City Commission finds and determines that proper use of this allocation will primarily benefit the general public and serves a paramount public purpose; and

WHEREAS, funds for this purpose will become available with the issuance of the Series II Bond and appropriated into the Capital Improvements Project No. B-78502, entitled "Miami Science Museum - Bicentennial Park"

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. A grant to MSM to support the development of a new museum facility in the City-owned Bicentennial Park, in the amount of \$2,000,000, approved by a referendum of the voters in November, 2001, as a specified project in the Homeland Defense Neighborhood Improvement Bond Program, is authorized, with funds to be allocated from Capital Improvement Project No. B-78502 entitled "Miami Science Museum-Bicentennial Park."

Section 3. The City Manager is authorized{1} to execute an Agreement, in substantially the attached form, for said purpose following the issuance of Series II Homeland Defense/Neighborhood Improvement Bonds.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor {2}

PASSED AND ADOPTED THIS _____ day of _____, 2007.

APPROVED AS TO FORM AND CORRECTNESS:

JORGE L. FERNANDEZ
CITY ATTORNEY

..Footnote

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

PROJECT CO-OPERATION AGREEMENT

GRANTEE:		Museum of Science, Inc. (d/b/a Miami Science Museum)			
PROJECT:		Planning & Design - Miami Science Museum			
Project Location:		Miami Bicentennial Park		Commission District 2 (Sarnoff)	
Grantee Project Manager:		Raj Sarangapani, VP		Name: Raj Sarangapani, VP Phone: 305-646-4237 Fax: 305-646-4430	
Notifications Regarding this Document	Address to	Name: Gillian Thomas, President		Phone: above Fax: above	
	Mailing Address	3280 S. Miami Ave.		CITY: Miami	State: FL Zip: 33129
	Street Address	same		CITY: Miami	State: FL Zip: 33129
CITY FUNDING AMOUNT:		\$2,000,000	Funding Source Miami Science Museum - Bicentennial Park		
Enabling Legislation:		Resolution TBD	Adoption Date		TBD/2007
Total Estimated Project Cost:		\$4,000,000 (planning and design phase covered by this agreement, detailed in Exhibit A) \$275,018,126 (total of project)		CIP Job Number: Prj B-78502 (if applicable)	

Project Description: Planning, development and project management activities relating to the construction of Miami Science Museum to be located at the CITY's Bicentennial Park (Museum Park), hereinafter referred to as "PROJECT".

THIS AGREEMENT (hereinafter referred to as the "**AGREEMENT**") is made and entered into as of _____, 2005, with the specified effective date, by and between the **CITY OF MIAMI**, a municipal corporation of the State of Florida (hereinafter referred to as "**CITY**"), with offices at 444 S.W. 2nd Avenue, Miami, Florida 33130-1910 and the **GRANTEE** named above, with offices located at the Grantee Street Address given above.

RECITALS:

The intent of this Agreement is to outline the respective expectations and obligations of the parties regarding the specified cooperative capital improvement project (the "PROJECT") named above and further defined in this document.

The GRANTEE has initiated and/or is responsible for the completion of the PROJECT, for which it has requested financial assistance from the CITY for payment of certain allowable costs and expenses.

The CITY has adopted Enabling Legislation, referenced above and incorporated by reference as though set forth in full, to verify the paramount public purpose of the PROJECT, to allow the CITY'S participation in the PROJECT, and authorizes the CITY MANAGER to execute the necessary documents for this purpose.

WHEREAS, GRANTEE is to be the operator of the PROJECT which will be a public museum, offering interactive and other science exhibits, a planetarium, outdoor exhibits, camps, classes, workshops, educational resources, professional development and

youth programs which will be located in an approved site in the CITY of Miami Bicentennial Park (the "Museum Site") for not less than twenty-five (25) years from the date its doors open to the public;

WHEREAS, the Miami Museum of Science to be located at the Museum Site will further enhance the understanding of science and technology in an area adjacent to the future Miami-Dade County Performing Arts Center, projected to open in 2006, and will further enhance science education and Miami's revitalization program bringing local and international visitors, creating jobs, improving workforce preparation, increasing investments, as well as improving the quality of life for residents;

WHEREAS, the PROJECT will be a significant community asset, and the grant funds appropriately employed by the GRANTEE in accordance with this Agreement serve an important public purpose, and accordingly the CITY has agreed to make the Grant to the GRANTEE under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of foregoing, the GRANTEE and the CITY intend as follows:

1 **Definitions:**

- 1.1 **CITY FUNDING AMOUNT:** shall mean the dollar amount specified in the table on page 1 of this Agreement offered in support of the PROJECT.
- 1.2 **DELIVERABLES:** Items identified on Exhibit A to be submitted to the CITY for approval prior to proceeding to a subsequent task or activity of the WORK and required as a condition for reimbursement.
- 1.3 **DIRECTOR:** shall mean the CITY's Director of the Department of Capital Improvements, or his authorized Designee.
- 1.4 **ELIGIBLE EXPENSES:** For purposes of this Agreement, Project-related costs that may be funded from the CITY FUNDING AMOUNT shall be defined to mean and include fees for professional engineers, architects, landscape architects, surveyors, mapping, other bona fide design professionals, planning professionals and related materials, and geotechnical testing. There shall be no mark up on such cost passed to the CITY. All persons and/or firms engaged shall be duly licensed and certified as required by the laws of the State of Florida. These costs are identified in Exhibit A as approved Project-related expenses, and as such, shall be eligible for reimbursement from the CITY FUNDING AMOUNT.

1.5 **GRANTEE:** A Florida not-for-profit corporation existing under the laws of the State of Florida.

1.6 **GRANTEE Project Manager:** Person designated by Grantee to manage and supervise all activities relating to the PROJECT.

1.7 **INELIGIBLE EXPENSES:** For purposes of this Agreement, eligible expenses may not be used for payment to employees, employee benefits, day-to-day expenses, payroll, lobbyists, legal counsel, or other obligations, debts, liabilities or costs of GRANTEE. In addition, expenses shall not include the costs of land or rights of way, and fees for lobbyists, legal or tax, environmental or regulatory counsel, auditors, accountants, brokers and salespersons or any other costs not expressly allowable by Section 1.4. There shall be no mark up by GRANTEE on any costs, that is, only the actual, direct cost incurred by GRANTEE may be billed to the CITY for reimbursement.

1.8 **PROJECT:** Shall mean all activities and items, including but not limited to the WORK, required to provide a functional and/or useable facility or program for the use and enjoyment of the public as described above and as approved by the CITY Commission as appropriate for CITY participation.

1.9 **WORK:** Shall mean the activities and items approved by CITY (or Director) to be paid by the CITY FUNDING AMOUNT, as identified in Exhibit A or revisions thereto.

1.10 **TERM:** Shall mean the period this agreement is in effect, which shall commence on the effective date and shall terminate no later than three (3) years from the effective date. The CITY shall provide the option to renew for additional one (1) year periods upon the CITY's approval for satisfactory performance and progress.

2 **CITY Representative:** Except as otherwise stipulated herein, the DIRECTOR shall be responsible to render direction, assistance and decisions to GRANTEE regarding this Agreement. The DIRECTOR shall assign a Representative to handle the day-to-day, ministerial and other matters relating to this Agreement.

3 **Assistance From CITY:** The CITY agrees to provide the following:

3.1 Financial assistance in an amount not to exceed \$700,000, the CITY FUNDING AMOUNT, from the designated FUNDING SOURCE for the WORK approved by the Enabling Legislation and as further specified in the attached Exhibit A. CITY shall have no

obligation under this Agreement to fund any amounts in excess of the CITY FUNDING AMOUNT. Said funds will be paid on a reimbursement basis to GRANTEE as set forth in Section 10 herein.

3.2 Other Assistance – not applicable

4 **Grantee Responsibilities:**

4.1 The GRANTEE shall ensure the timely and satisfactory completion of the WORK relating directly to the PROJECT within the Total Estimated Project Cost and within the Time for Performance as specified in Exhibit A to this Agreement.

4.2 GRANTEE shall provide all additional funds above the CITY FUNDING AMOUNT to complete the PROJECT up to the Total Estimated Project Cost, including without limitation any Cost Overruns and/or change orders for the WORK.

4.3 The GRANTEE shall manage and supervise all aspects of the WORK including without limitation, designing, engineering, scheduling, permitting, materials, labor, means and methods of construction, and the hiring of contractors, consultants, and suppliers the like.

4.4 The GRANTEE shall fund the cost of all WORK from its own resources and seek reimbursement from the CITY in the manner set forth in this Agreement.

4.5 Any advance payment of the CITY FUNDING AMOUNT and funds of the GRANTEE shall be maintained in separate and independent bank accounts to be used solely and exclusively for the PROJECT. Any interest accruing from any advance of City funds shall be regularly reported and repaid to the City.

4.6 Unless otherwise approved by the CITY Commission, GRANTEE shall not be entitled to any unspent funds from the CITY FUNDING AMOUNT should the WORK be completed at a cost less than the CITY FUNDING AMOUNT.

4.7 If the cost of completion of the Project is less than the FUNDING AMOUNT, one hundred percent of the savings shall accrue to the CITY.

5 **Ownership:** The parties agree that the CITY shall be the owner of the documents, plans, specifications and permits created by virtue of the CITY FUNDING AMOUNT, which shall be made freely available to GRANTEE for its use in connection

with the PROJECT, subject to future City/County development agreements and the Museum Park Memorandum of Understanding (“MOU”). GRANTEE shall convey title to such documents and/or property to CITY, subject to future City/County development agreements and the Museum Park MOU. The City Manager shall have the authority to accept ownership and title to such documents and /or property and may convey, license and assign same to GRANTEE for its use for a set term, as the CITY will reserve fee title to such items.

6 **Homeland Defense Bonds, Condition**

Precedent: Where the CITY FUNDING SOURCE for the FUNDING AMOUNT, or any portion thereof, has been identified as the Limited Ad Valorem Tax Bonds, Series 2002, “Homeland Defense / Neighborhood Improvement Bonds” (the “Bonds”), it is a condition precedent to the CITY’S ability to lawfully enter into this Agreement that the CITY receive a favorable recommendation from its Bond Oversight Board stating that the CITY may apply a portion of the proceeds of the Bonds to fund the specified PROJECT pursuant to the terms, covenants and conditions of this Agreement. This condition has been fully performed as the Bond Oversight Board approved the CITY FUNDING AMOUNT for these stated purposes at its meeting of May 22, 2007.

Land and facilities acquired, developed, improved or rehabilitated using Bond proceeds shall be dedicated and maintained in perpetuity for the benefit of the general public. All sites and/or facilities receiving the benefit of Bond proceeds shall be open and/or accessible to the public at reasonable times and shall be managed in a safe and attractive manner appropriate for public use. Equipment acquired using Bond proceeds shall be used for a bona fide public purpose and there shall be no resulting, or only incidental, private benefit.

7 **Progress Reports:** In addition to those items listed on Exhibit A as Deliverables, the DIRECTOR or his duly authorized designee, may require for his review and approval all specifications and/or preparatory or design documents and cost estimates at progress phases deemed appropriate by the DIRECTOR. GRANTEE shall duly consider and implement comments and revisions suggested by the DIRECTOR from such periodic reviews. Throughout the preparatory or design process, GRANTEE shall use its best effort to ensure that the WORK and the PROJECT can be completed within the CITY FUNDING AMOUNT and Total Estimated Project Cost, respectively.

Such Documents shall be forwarded to the DIRECTOR for his review and approval as to consistency with the PROJECT as presented by GRANTEE to CITY, and said approval by DIRECTOR shall not be unreasonably withheld, conditioned or delayed. In the event the DIRECTOR fails to

comment in writing on such documents in writing within thirty (30) days of their transmittal to him, the documents will be deemed approved without the necessity of further action.

GRANTEE shall keep DIRECTOR informed as to the progress of the PROJECT by submitting progress reports quarterly within 30 days of the month following the end of each quarter ending December 31, March 31, June 30 and September 30. The report should provide information regarding project status, activities, funding raised and expended. Any periods of inactivity must be justified and approved by the CITY.

8 **Changes to Scope of WORK:** In order to assure that the WORK and the PROJECT can be completed within the CITY FUNDING AMOUNT and Total Estimated Project Cost, respectively, the GRANTEE may request adjustments to the scope of WORK identified in Exhibit A. Such adjustments and any revisions to Exhibit A shall be at the sole discretion of the DIRECTOR. There shall be no modification in scope that, solely in the opinion of the DIRECTOR, negatively impacts or reduces the standards of quality or aesthetics incorporated into the PROJECT as originally presented to the CITY.

9 **Eligible Expenses:** The parties agree that all expenses the GRANTEE incurs that are directly related to the Project, including both hard and soft costs, are eligible for reimbursement, provided adequate documentation accompanies the reimbursement request in the form of approved invoices, verified payment requests, and/or check vouchers. For purposes of this Agreement, Project-related hard costs that may be reimbursed shall be defined to mean and include fees for labor, materials, supplies, equipment, supervisory personnel, required insurance and bonding, and/or the provision or installation of furnishings, fixtures and equipment. Project-related soft costs that may be reimbursed shall be defined to mean and include fees for professional engineers, architects, landscape architects, surveyors, mapping, other bona fide design professionals, permitting and associated costs, and geotechnical testing. Project-related costs incurred by the GRANTEE no earlier August 2002 are also Eligible Expenses as defined herein.

10 **Match Required:** The GRANTEE shall identify, secure and expend an amount equal to the CITY FUNDING AMOUNT of \$700,000 as the required matching funds for the Work. At the request of DIRECTOR, GRANTEE shall furnish such evidence of matching funds as DIRECTOR deems appropriate, including submittal of an audited financial statement prepared by and Independent Certified Public Accountant. Any portion of the GRANTEE match funds not substantiated will result in a proportionate reduction in the CITY FUNDING AMOUNT of \$700,000.

The use of Matching Funds shall be restricted to the Eligible Expenses defined herein. Any expenditure of Matching Funds occurring before August 2002 are not Eligible Expenses.

11 **Reimbursement Requests:**

11.1 The Reimbursement request will be payable no earlier than forty five (45) days following the execution of this Agreement.

11.2 GRANTEE shall submit a detailed invoice or reimbursement request, as required by Section 3.1, which complies with Florida's Prompt Payment Act, §218.70, Fla. Stat. (2004) to the CITY for all Eligible Expenses relating to the WORK performed during the preceding period, along with reasonable substantiating documentation as requested by the DIRECTOR, including, without limitation, copies of invoices and cancelled checks. Provided the WORK has been performed, the CITY shall make payment within forty-five (45) days after the date the CITY receives a completed reimbursement request including a sufficiently detailed invoice.

11.3 DIRECTOR, in his/her sole discretion, may approve advance payments to GRANTEE of not more than 10% of the available balance of the CITY FUNDING AMOUNT upon receipt of written request justifying, in DIRECTOR'S sole opinion, the need for such advance payment. A percentage of all advance payments shall be deducted from all subsequent reimbursement requests until such time that the advance payment is covered 100%. Verification and substantiation as to the use of all advance payments shall be as stated above. The DIRECTOR has the right to retain a portion of the CITY FUNDING AMOUNT equal to all advance payments until such time as the advance payments are properly documented.

11.4 Pre-Agreement Expense: GRANTEE expenses paid prior to the execution of this Agreement but no earlier than August 8, 2002 may be considered by CITY for reimbursement provided such expenses are deemed by the

DIRECTOR, or designee, to meet the definition of Eligible Expenses, Section 1.4.

12 **Timeliness and Completion:** Unjustified periods of inactivity, failure to adhere to approved time schedule and to complete project may result in reimbursements, permits, and/or certificates of occupancy being withheld and funds reverting back to the CITY with the responsibility for PROJECT completion remaining with the GRANTEE.

13 **No damages for Delay:** In the event of any delays to the PROJECT and/or WORK, GRANTEE's sole remedy shall be to seek an extension of time from the DIRECTOR. GRANTEE is not entitled to delay damages under this Agreement or under any related agreement with the CITY. The CITY will not be liable for any delay damages or damages in any way attributable to performing work out of sequence, acceleration claims, Eichlea formula claims, or other similar type claims, work slow downs, inefficiencies, sequencing issues, strikes, lockouts, reduced productivity, or even Acts of God.

14 **Insurance and Bonding:**

14.1 **Insurance:** The CITY's Risk Management Administrator reserves the right to require GRANTEE, prior to commencing the WORK, to provide the CITY's Risk Management Administrator with evidence, consisting of certificates or policies of insurance documenting: (a) builder's risk insurance (applicable for construction projects only); and (b) general liability insurance, (c) professional liability insurance. The CITY of Miami shall be a named insured on all liability policies relating to the WORK except professional liability policies. See Exhibit C.

14.2 **Payment and Performance Bond:** Where WORK includes the construction of improvements, prior to commencing the WORK, GRANTEE shall provide to the CITY's Risk Management Administrator a copy of the Payment and Performance Bond from the general contractor in substantially the form prescribed for a public construction bond by Section 255.05, Fla. Stat. (2004). The CITY shall be a named obligee on the Payment And Performance Bond required by this section which shall be in an amount not less than the CITY FUNDING AMOUNT allocated for those improvements. As allowed under the provisions of §255.05(7), Florida Statutes (2004) the CITY'S Risk Management Administrator may, in writing, decide to accept an alternative form of security in lieu of the Payment and Performance Bond, in such form and amounts as may be reasonably required by the CITY's Risk Management Administrator.

14.3 The CITY's Risk Management Administrator shall be given at least 30 days prior written notice of any cancellation, lapse, or material modification of said insurance coverage and/or bond.

15 **Indemnity:** The GRANTEE shall indemnify, defend and hold harmless at its own cost expense, the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' 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 this agreement by the GRANTEE or its employees, agents, servants, partners, principals or subcontractors. The GRANTEE 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 attorneys' fees which may issue thereon.

16 **Audit Rights:** Pursuant to the applicable provisions of §18-100 to §18-102 of the Code of the CITY of Miami, as amended from time to time which are deemed as being incorporated by reference herein, the CITY may audit GRANTEE's records relating to this Agreement, during regular business hours, at a location within the CITY of Miami during the term of this Agreement and for three (3) years thereafter.

17 **Compliance With Laws:** GRANTEE and the CITY shall at all times comply with all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations, approved development orders, and written CITY of Miami Guidelines governing the design and construction of the Improvements and the granting of funds for use thereof.

18 **Miscellaneous:**

18.1 **Enforcement.** The provisions of this Agreement may be enforced in Miami Dade County by all appropriate actions in law and in equity by any party to this Agreement. In order to expedite the conclusion of the actions brought pursuant to this Agreement, the parties, their successors and assigns will not demand jury trial nor file permissive counterclaims outside the bounds of this Agreement in such actions. Each party shall bear their own respective attorney's fees. A court of competent jurisdiction may award court costs to a prevailing party.

- 18.2 Counterparts. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.
- 18.3 CITY Officials. The "CITY" is a municipal corporation, and the CITY Manager as its Chief Administrative Officer, or the DIRECTOR as the CITY Manager's designee, is empowered to make all decisions with regard to this Agreement on behalf of the CITY, unless otherwise provided by law or by resolution of the CITY Commission.
- 18.4 Successors and Assigns. This Agreement may not be assigned, sold, pledged, hypothecated or encumbered, in whole or in part, to any third party or business entity, contract vendee, successor, assign or to an institutional lender providing funding for the PROJECT, without the prior approval of the Miami CITY Commission. The CITY is relying on the commitment, skill and reputation of GRANTEE in performing this work and may withhold or cancel funding in the event there is any assignment, pledge, sale or other disposition by GRANTEE without having first secured the approval of the CITY Manager or his designee, which may be unreasonably withheld or delayed.
- 18.5 Notices. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand (including recognized overnight courier services, such as Federal Express) or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the CITY Manager and/or Director of Capital Improvements Program ("CIP") for the CITY; and President/CEO of the GRANTEE as applicable at the address for such party set forth in the introductory paragraph to this Agreement (or to such other address as any party hereunder shall hereafter specify to the other in writing).
- 18.6 Construction. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Agreement have participated fully in the negotiation of this Agreement, and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.
- 18.7 Exhibits. All of the Exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
- 18.8 Amendments; Termination. This Agreement may not be amended, modified or terminated except by written agreement of the parties hereto. Further, no modification or amendment, excepting a termination for cause by the CITY under Section 19 herein, shall be effective unless in writing and executed by the parties, employing the same formalities as were used in the execution of this Agreement.
- 18.9 OSHA. The GRANTEE warrants that it will comply with all safety precautions as required by federal, state or local laws, rules, regulations and ordinances. The CITY reserves the right to refuse GRANTEE access to CITY property, including project jobsites, if GRANTEE employees are not properly equipped with safety gear in accordance with OSHA regulations or if a continuing pattern of non-compliance with safety regulations is exhibited by GRANTEE.
- 18.10 ADA. In the course of providing any work, labor or services funded by the CITY, GRANTEE (or its agents and representatives, as applicable) shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") including Titles I & II of the ADA regarding non-discrimination on the basis of disability, and related regulations, guidelines and standards as appropriate. Additionally, GRANTEE will take affirmative steps to ensure non-discrimination in employment of disabled persons.
- 19 Default, Termination:**
- 19.1 In the event of default, CITY shall suspend or withhold reimbursements from GRANTEE. The GRANTEE agrees to repay the CITY on or before thirty (30) days from the date the City Manager declares default of the Agreement that has not been cured to the satisfaction of the City Manager in accordance with Section 19.3 of this Agreement. In the event of default the FUNDING AMOUNT will be considered a loan from the CITY and the CITY may institute any civil actions available by virtue of Florida law, including without limitation, moneys lent and/or open account, among others, to recover such funds. Any amounts not paid when due shall accrue interest at the highest rate permitted by Florida law.

19.2 Default, and subsequent termination for cause may include, without limitation, any of the following:

19.2.1 GRANTEE fails to obtain the insurance or bonding herein required.

19.2.2 GRANTEE fails to comply, in a substantial or material sense, with any of its duties under this Agreement, any terms or conditions set forth in this Agreement, or any Agreement it has with the CITY, its architect, engineer or contractor arising by virtue of this Agreement, beyond the specified period allowed to cure such default.

19.2.3 GRANTEE fails to complete the improvements in a timely manner as required by this Agreement.

19.3 Termination for Cause; Force Majeure. In the event of a default, which is not cured within ninety (90) days following the date of a written notice mailed as provided in Section 18.5, the parties shall have all rights and remedies provided by law or equity, subject to the limitations of this Agreement. The CITY Manager may grant one additional extension of not more than ninety (90) additional days in total if such failure to cure is due to Force Majeure as that term is interpreted under Florida law.

19.4 This Agreement and/or the CITY's funding obligations under the Agreement may be terminated, for cause, at the option of and by the CITY Manager, if any default is not cured by GRANTEE or GRANTEE does not comply with any material terms, covenants or condition provided herein within ninety (90) days from the date of a written notice from the CITY Manager; or when, in the opinion of the CITY Commission, termination is necessary to protect the interests of public health, safety or

general welfare. This subsection shall not apply during any period of Force Majeure extension pursuant to Section 19.3.

19.5 The laws of the State of Florida shall govern this Agreement. Venue in any civil actions between the parties shall be in Miami-Dade County, Florida. In order to expedite the conclusion of any civil actions instituted by virtue of this Agreement the parties voluntarily and mutually waive their respective rights to demand a jury trial or to file permissive counterclaims in civil actions between them. Each party shall bear their own attorney's fees.

20 No Third-Party Beneficiaries: Neither the CITY nor GRANTEE intends to directly or substantially benefit a third-party by this Agreement. Therefore, the parties agree there are no third party beneficiaries to this Agreement and that no third-party shall be entitled to assert a claim against either of them based upon this Agreement.

21 Authority of GRANTEE Signatories: The undersigned executing this Agreement on behalf of GRANTEE has authority of record pursuant to the attached Corporate Resolution, and all applicable laws of the State of Florida to act on behalf of and bind GRANTEE to every condition, covenant and duty set forth herein.

22 Contingency Clause: Funding for this Agreement is contingent on the availability of funds and of continued authorization for program activities and is subject to termination due to lack of funds or authorization, reduction of funds, and/ or change in laws or legal requirements.

23 Joint Preparation: Preparation of this Agreement has been a joint effort of the CITY and GRANTEE and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written, which shall have an effective date of _____.

WITNESS

GRANTEE, Museum of Science, Inc., a Florida Not-For-Profit Corporation

Signature

Signature

Print Name, Title

Gillian Thomas, President

ATTEST:

Grantee Corporate Secretary

(Affix Corporate Seal)

ATTEST:

CITY OF MIAMI, a municipal corporation of the State
of Florida

Priscilla Thompson, City Clerk

Pedro G. Hernandez, City Manager

APPROVED AS TO INSURANCE
REQUIREMENTS:

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

LeeAnn Brehm, Administrator
Risk Management Department

Jorge L. Fernandez, City Attorney

APPROVED AS TO CAPITAL IMPROVEMENT
PROGRAM:

By _____
Ola Aluko, CIP Director

EXHIBIT A

EXHIBIT A: New Museum Costs from August 8, 2002 to August 30, 2006

DETAILED PROJECT

INFORMATION

ITEMIZED SCOPE OF WORK, PROJECT BUDGET, TIME OF COMPLETION

Submitted by: Miami Museum of Science and Planetarium

Date: 21-Jun-05

A PROJECT ELEMENT/TASK	Vendor	B CITY FUNDING AMOUNT	C OTHER SOURCES	D ESTIMATED COST	E DELIVERABLE	F ESTIMATED COMPLETION TIME
Project Initiation by Museum of Science to Design and Build New Museum						
Public Information and Research			\$81,145.99	\$81,145.99	Reports, materials, etc.	Complete through Feb 28, 2005
Feasibility Study and Market Research for Construction of new facility (2002-2003)	CCS	\$86,100.79	108,899.21	195,000.00	Report	Completed Sept 30, 2003
Public Charrette Expenses						
Web Site Development		39,954.80		39,954.80	Report	8/2006
Market Research for New Museum			35,000.00	35,000.00	Website	8/2006
Project Planning			50,000.00	50,000.00	Report	8/2006
Phase 1 of Master Plan for New Museum through Feb 28, 2005	Lord	39,317.16		39,317.16	Report	Complete Aug 2003 & Feb 2005
Project Planning Consultant Coordinate New Museum Plan	Thomas	53,995.59		53,995.59	Documents	Completed Feb 2003
Project Planning Consultant Content for New Museum	Bandelli	2,500.00	-	2,500.00	Documents	Completed May 15, 2005
Project Planning Consultant Content for New Museum	Fargas	3,131.66	-	3,131.66	Documents	Completed May 15, 2005
Project Planning Consultant Content for New Museum	Fidler	2,500.00	-	2,500.00	Documents	Completed May 15, 2005
Project Planning Consultant Content for New Museum	Duensing	2,500.00	-	2,500.00	Documents	Completed May 15, 2005

Financial Feasibility Study	45,000.00	75,000.00	120,000.00	Financial Model/Budget	8/2006
Study consultants					
Specialist Consultants	30,000.00	25,000.00	55,000.00	Documents	8/2006
Content Development	60,000.00	100,000.00	160,000.00	Documents and Dwgs	8/2006
Technical Studies	30,000.00	\$ 15,000.00	45,000.00	Documents and Dwgs	8/2006
Sample Exhibits	40,000.00		40,000.00	Documents and Dwgs	
Engage Consultants: International Advisors Peer Review	15,000.00		15,000.00	Report	8/2006
PROJECT MANAGEMENT					
Engagement of Project Management Consultant	35,000.00	25,000.00	60,000.00	Engagement ltr	8/2006
Engage Architect	110,000.00	100,000.00	210,000.00	Engagement ltr	8/2006
Development and Planning	80,000.00	65,000.00	145,000.00	Documents and Plans	8/2006
Engage Design Consultant	25,000.00	50,000.00	75,000.00	Engagement ltr	8/2006
	-	-	-		
TOTAL ESTIMATED COST	\$ 700,000.00	\$ 730,045.20	\$ 1,430,045.20		
The Project Elements/Tasks listed above with an amount listed in Column B; CITY FUNDING AMOUNT, shall constitute the WORK; all items listed in Column A shall constitute the PROJECT.					
Time of Performance: WORK BEGINS	8/2002	8/2002			10/2011

EXHIBIT B

ENABLING LEGISLATION

DRAFT

EXHIBIT C

INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE- (MIAMI SCIENCE MUSEUM)

I. Commercial General Liability

A.	Limits of Liability	
	Bodily Injury and Property Damage Liability	
	Combined Single Limit	
	Each Occurrence	\$1,000,000
	General Aggregate Limit	\$2,000,000
	Products/Completed Operations	
	Aggregate Limit per project	\$2,000,000
	Personal and Advertising Injury	\$1,000,000

B. Endorsements Required

City of Miami included as an Additional Insured
Employees included as insured
Independent Contractors Coverage
Contractual Liability
Waiver of Subrogation
Premises/Operations
Care, Custody and Control Exclusion Removed
Explosion, Collapse and Underground Hazard
Incidental Medical Malpractice
Loading and Unloading
Mobile Equipment (Contractors Equipment) whether owned, leased,
Borrowed, or rented by the contractor or employees of the contractor

II. Business Automobile Liability

A.	Limits of Liability	
	Bodily Injury and Property Damage Liability	
	Combined Single Limit	
	Any Auto	
	Including Hired, Borrowed or Non-Owned Autos	
	Any One Accident	\$1,000,000

B. Endorsements Required

City of Miami included as an Additional Insured
Employees included as insured
Waiver of Subrogation

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

IV. Employer's Liability

Limits of Liability
\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

V. Umbrella Policy

Limits of Liability
Bodily Injury and Property Damage Liability

Combined Single Limit	\$1,000,000
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
Products/Completed Operations	
Aggregate Limit	\$2,000,000

VI. Owners Contractors Protective (applicable for Construction projects only)

Limits of Liability

Each Claim	\$1,000,000
Aggregate	\$1,000,000

VII. Professional Liability/Error's & Omissions Coverage

Combined Single Limit	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Deductible-Not to Exceed 10%	

VIII. Builders' Risk (applicable for Construction projects only)

Limits of Liability- to be determined by according the terms of the
Construction contract.

Endorsements Required

"All Risk Form
Non-Reporting Form-Completed Value
Specific Coverage (Project Location and Description)

- Loss or Damage to building material, and property of every kind and description, including insured's property

to be used in, or incidental to construction

- Business Interruption
- Boiler and Machinery
- Transit
- Foundation Coverage
- Scaffolding and Forms Coverage
- Plans, Blueprints, and Specifications coverage
- Collapse
- Flood, including inundation, rain, seepage, and water damage
- Earthquake
- Subsidence
- Windstorm including hurricane
- Freezing and Temperature Extremes or changes coverage
- Ordinance or buildings laws
- Theft or Burglary
- Coverage for loss arising out of Faulty Work or Faulty Materials
- Coverage for loss arising out of Design Error or Omission
- Testing
- Debris Removal
- Soft (Additional Financing) Costs Coverage
- Replacement Cost Valuation
- Coinsurance Requirements Waived
- Maintenance of Insurance Coverage through warranty period

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than “A” as to Management, and no less than “Class V” as to Financial Strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City’s Risk Management Division.



City of Miami

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Text File Report

File ID: 05-00592

Type: Resolution

Status: Passed

Enactment #: R-05-0416

Enactment Date: 7/7/05

Version: 1

Introduced: 6/15/05

Controlling Body: Office of the City Clerk

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING A GRANT TO THE MIAMI MUSEUM OF SCIENCE & PLANETARIUM TO SUPPORT THE DEVELOPMENT OF A NEW SCIENCE MUSEUM AND PLANETARIUM FACILITY IN THE CITY OF MIAMI-OWNED BICENTENNIAL PARK, IN THE AMOUNT OF \$700,000, APPROVED BY A REFERENDUM OF THE VOTERS IN NOVEMBER, 2001, AS A SPECIFIED PROJECT IN THE HOMELAND DEFENSE NEIGHBORHOOD IMPROVEMENT BOND PROGRAM; ALLOCATING SAID FUNDS FROM B-78502, CAPITAL IMPROVEMENT PROJECT NO. 333143 ENTITLED "MUSEUM OF SCIENCE - DEVELOPMENT IN BICENTENNIAL PARK;" AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT CO-OPERATION AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, FOR SAID PURPOSE.

WHEREAS, on November 13, 2001, the voters of the City of Miami ("City") approved by referendum the City's issuance of \$255 million in limited ad valorem tax general obligation bonds for homeland security, neighborhood improvements, capital projects and infrastructure improvements, the "Homeland Defense/Neighborhood Improvement Bonds" ("Bonds"); and

WHEREAS, Ordinance No. 12137, adopted October 11, 2001, authorized the November 2001 bond referendum and initially allocated future Bond funds to specified projects that were subsequently clarified by Resolution No. 02-1294, adopted December 12, 2002; and

WHEREAS, the public information campaign conducted for the voter referendum and the enabling legislation identified the "Miami Museum of Science" and the allocation of Bond proceeds "to assist the museum with its development efforts for a Bicentennial Park ("Park") location," which is a recreational facility owned by the City and located at 1075 Biscayne Boulevard, Miami, Florida; and

WHEREAS, the City has completed and approved a community-based preliminary plan entitled "Bicentennial Park-Museum Park" which recommends that four (4) acres in the Park be reserved for the development of a science museum and an additional four (4) acres be reserved for the development of an art museum; and

WHEREAS, Miami-Dade County voters also approved, in November, 2004, the issuance of general obligation bonds and has included in its bond program the sum of \$150,000,000 to support the development of a new science museum facility in Bicentennial Park ("Project"); and

WHEREAS, the Project will be a public science museum, a significant community asset offering interactive and other science exhibits, a planetarium, outdoor exhibits, camps, classes, workshops, educational resources, professional

WHEREAS, MMOS has agreed that all documents, reports, materials and drawings that are developed with the assistance of the City Bond proceed shall become the property of and be owned by the City, which will subsequently make such documents, reports, materials and drawings freely available to MMOS and to Miami-Dade County, if applicable, for use on the Project; and

WHEREAS, the City finds and determines that these activities to be conducted by or on behalf of MMOS for the Project will ultimately and primarily benefit the general public as a downtown regional cultural facility accessible to the public; and

WHEREAS, the City Commission, by passage of this Resolution, will authorize the allocation of City funds in the amount of \$700,000 for the acquisition of certain capital project related planning, design and project management activities and will further authorize the City Manager to execute a Project Co-operation Agreement ("Agreement") for this purpose; and

WHEREAS, the Agreement sets forth the duties and responsibilities of the City and MMOS, provides for the use, accountability, accessibility, and terms of this undertaking by MMOS; and

WHEREAS, the Agreement also provides for MMOS and its successors to maintain public access to facilities developed with Bond proceeds, and that said facilities will be publicly owned; and

WHEREAS, on May 24, 2005, the City's Bond Oversight Board reviewed and favorably recommended this item for City Commission approval; and

WHEREAS, the City Commission finds and determines that proper use of this allocation will primarily benefit the general public and serves a paramount public purpose; and

WHEREAS, funds for this purpose are available from B-78502, Capital Improvements Project No. 333143 entitled "Museum Of Science - Development of Bicentennial Park" under the Homeland Defense - Neighborhood Improvement Bond Program;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor {2}.

**Miami Science Museum
Preliminary Project Budget**

Project Cost Summary	<u>FY 06++</u>	<u>FY 07</u>	<u>FY 08</u>	<u>FY 09</u>	<u>FY 10</u>	<u>FY 11</u>	<u>FY 12</u>	<u>FY 13</u>	<u>Total</u>
Project Construction Cost									
Museum Construction	\$ -	\$ -	\$ 1,400,000	\$ 14,400,000	\$ 25,500,000	\$ 38,500,000	\$ 35,877,452	\$ -	\$ 115,677,452
Sitework Cost	-	-	1,000,000	2,200,000	-	-	3,086,992	-	6,286,992
Exhibitory Cost	-	-	-	-	-	15,000,000	29,176,646	-	44,176,646
Subtotal	-	-	2,400,000	16,600,000	25,500,000	53,500,000	68,141,090	-	166,141,090
Construction Contingency	-	-	240,000	1,660,000	2,550,000	5,350,000	6,814,109	-	16,614,109
Total Project Construction Cost	-	-	2,640,000	18,260,000	28,050,000	58,850,000	74,955,199	-	182,755,199
Soft Cost									
Design & Management Fees	90,034	1,081,258	10,292,250	14,250,750	5,745,000	2,376,000	2,226,000	315,059	36,376,351
Owner Direct Consultants	287,317	460,480	1,521,458	1,389,549	541,130	490,704	490,704	96,892	5,278,234
Content Planning & Development	102,537	423,663	548,175	557,196	572,220	535,530	391,969	28,711	3,160,001
Fixtures, Furnishings & Equipment	-	-	-	-	-	1,500,000	5,278,342	1,500,000	8,278,342
Signage & Wayfinding	-	-	-	-	-	-	425,000	100,000	525,000
Artwork	-	49,950	187,550	150,000	631,770	713,124	713,424	179,182	2,625,000
Other Soft Costs	87,052	155,476	783,970	485,845	6,032,400	856,400	204,400	514,457	9,120,000
Subtotal Soft Cost	566,939	2,170,827	13,333,403	16,833,340	13,522,520	6,471,758	9,729,839	2,734,301	65,362,927
Contingency for Soft Cost	-	94,000	1,128,000	1,128,000	1,128,000	1,128,000	1,074,000	220,000	5,900,000
Total Project Soft Cost	566,939	2,264,827	14,461,403	17,961,340	14,650,520	7,599,758	10,803,839	2,954,301	71,262,927
Other Project Cost									
Pre-opening Staffing & Facility Support	319,300	548,764	1,437,060	1,476,150	1,496,130	1,118,015	2,650,905	753,676	9,800,000
Operational Transition	-	-	-	-	-	2,500,000	2,000,000	500,000	5,000,000
Fundraising	533,447	981,125	765,820	569,100	548,561	522,000	522,000	157,947	4,600,000
Pre-opening Holding & Acquisitions	-	-	-	-	225,000	413,600	961,400	-	1,600,000
Land Cost	-	-	-	-	-	-	-	-	-
Total Other Project Costs	852,747	1,529,889	2,202,880	2,045,250	2,269,691	4,553,615	6,134,305	1,411,623	21,000,000
Total Project Cost	\$ 1,419,686	\$ 3,794,716	\$ 19,304,283	\$ 38,266,590	\$ 44,970,211	\$ 71,003,373	\$ 91,893,343	\$ 4,365,924	\$ 275,018,126

Museum of Science, Inc.
 Bicentennial Park Project
 Planning Reimbursed by City of Miami

<u>Vendor</u>	<u>Date</u>	<u>Invoice #</u>	<u>Check #</u>	<u>Amount</u>	<u>50% After Match</u>	<u>Comment</u>
American Express	06/15/05	505-08	54448	261.55	130.78	Car rental for Andrea Bandelli
American Express	06/15/05	505-09	54448	21.24	10.62	Gas for rental car
American Express	09/12/05	805-03	55088	388.30	194.15	Flight for Alan Friedman-consultant
American Express	09/12/05	805-05	55088	89.20	44.60	Flight for Alan Friedman-consultant
American Express	10/12/05	905-12	60103	109.20	54.60	Flight for Sally Duensing-consultant
American Express	10/12/05	905-15	60103	749.71	374.86	Flight for Sally Duensing-consultant
Andrea Bandelli	07/27/05	0505	54770	700.00	350.00	reimburse travel expenses
Andrea Bandelli	07/27/05	64166C	54770	1,000.00	500.00	consulting on New Museum content
Andrea Bandelli	02/22/06	61388	2078	1,141.88	570.94	reimburse travel expenses
Andrea Bandelli	Prior			2,500.00	1,250.00	project planning
Apres Tendance (Andrea Bandelli)	04/18/06	0306	2121	6,000.00	3,000.00	exhibit planning for New Museum
CCS	Prior			196,234.14	98,117.07	business feasibility study
Gillian M. Thomas	Prior			53,995.59	26,997.80	project planning
Joaquin Fargas	08/10/05	64169C	1465	1,000.00	500.00	consulting on New Museum content
Joaquin Fargas	10/13/05	65982	2014	319.00	159.50	reimburse airfare change and taxis
Joaquin Fargas	Prior			3,131.66	1,565.83	project planning
Lord Cultural Resources	10/03/05	1378.1	2000	9,830.00	4,915.00	business feasibility study
Lord Cultural Resources	02/08/06	1378.2	2074	21,505.92	10,752.96	business feasibility study
Lord Cultural Resources	04/25/06	1378.3	2118	9,830.00	4,915.00	business feasibility study
Lord Cultural Resources	06/02/06	1378.4	2125	3,800.00	1,900.00	business feasibility study
Lord Cultural Resources	08/31/06	1378.5		9,830.00	4,915.00	business feasibility study
Lord Cultural Resources	Prior			39,317.16	19,658.58	business feasibility study
Penny Fidler	07/27/05	64167C	54794	1,000.00	500.00	consulting on New Museum content
Penny Fidler	02/22/06	61387	2080	583.25	291.63	reimburse travel expenses
Penny Fidler	03/26/06	129	2098 + wire	7,000.00	3,500.00	exhibit planning for New Museum
Penny Fidler	03/26/06	130	2098 + wire	750.00	375.00	lodging for the month of March
Penny Fidler	04/21/06	131	2116 + wire	10,000.00	5,000.00	exhibit planning for New Museum
Penny Fidler	05/26/06	132	wire	11,500.00	5,750.00	exhibit planning for New Museum
Penny Fidler	05/26/06	133	wire	822.00	411.00	lodging for the months of April/May
Penny Fidler	05/26/06	134	wire	810.18	405.09	travel to MIT for new exhibit planning
Penny Fidler	Prior			2,500.00	1,250.00	project planning
Sally Duensing	10/11/05	10132005	2012	2,000.00	1,000.00	exhibit planning for New Museum
Sally Duensing	12/07/05	66133	2044	290.74	145.37	car rental for planning trip
Sally Duensing	02/27/06	66940-1	2081	3,750.00	1,875.00	exhibit planning for New Museum
Sally Duensing	04/17/06	62270	2122	500.00	250.00	planning workshop for New Museum
Sally Duensing	08/31/06	69358		579.50	289.75	travel for exhibit planning
Sally Duensing	Prior			2,500.00	1,250.00	project planning
				<u>406,340.22</u>	<u>203,170.11</u>	

Museum of Science, Inc.
 Bicentennial Park Project
 Consultants Reimbursed by City of Miami

<u>Vendor</u>	<u>Date</u>	<u>Invoice #</u>	<u>Check #</u>	<u>Amount</u>	<u>50% After Match</u>	<u>Comment</u>
Alexandra Salcedo	11/14/06	004	2183	1,800.00	900.00	Content mapping
Cambridge Seven	03/14/06	20826	2087	43,672.81	21,836.41	Aquarium consultant
Cambridge Seven	04/15/06	20989	2117	42,577.83	21,288.92	Aquarium consultant
Cambridge Seven Associates	06/19/06	21104	2124	100.23	50.12	expenses for aquarium consultant
Cambridge Seven Associates	01/24/07	0021511	2189	8,810.00	4,405.00	Design work on new aquarium
Daily Business Review	02/16/07	78609304	2214	467.00	233.50	Advertising for architect selection
Designworlds for Learning	02/12/07	MISCI021207	2198	1,000.00	500.00	Preparing NSF proposal for MiaSci in Second Life
Dow Jones & Co.	02/08/07	13440266	2208	2,499.99	1,250.00	Advertising for architect selection
Dow Jones & Co.	02/15/07	13440318	2208	2,499.99	1,250.00	Advertising for architect selection
Dr. Penny Fidler	02/06/07	143	wire tfr	5,500.00	2,750.00	Leading group content development on new museum
Dr. Penny Fidler	02/07/07	143b	wire tfr	1,225.00	612.50	Housing costs for out-of-town consultant
Dr. Penny Fidler	02/07/07	143c	wire tfr	144.63	72.32	Supplies for content development meeting
Haiti en Marche	02/28/07	71377	2216	150.00	75.00	Advertising for architect selection
James Sweitzer	02/08/06	SCC0601	2073	13,309.70	6,654.85	Planetarium consultant
Jose F. Salgado	10/31/06	70188	2155	650.24	325.12	Travel costs for 11/2-3 content meeting
Jose F. Salgado	01/29/07	71174	2193	437.31	218.66	Travel costs for consultant
Miami Herald	10/04/05	522646	2004	805.25	402.63	ad for consultants to propose
Miami Herald	11/09/05	522646	2030	996.50	498.25	ad for project administrator
Miami Herald	07/02/06	3370900	62301	707.00	353.50	Ad for parking consultants
Miami Herald	01/14/07	71582	2218	894.50	447.25	Advertising for architect selection
Miami Herald	02/10/07	931700	2204	1,850.00	925.00	Advertising for architect selection
Miami Herald	02/14/07	1089700	2204	1,058.00	529.00	Advertising for architect selection
Oppenheim Lewis	01/18/06	5020.1	2062	11,128.59	5,564.30	cost consultant for new building
Oppenheim Lewis	03/31/06	5020.2	2119	11,871.41	5,935.71	cost consultant for new building
Oppenheim Lewis	05/31/06	5020.4	2126	4,720.00	2,360.00	additional construction cost breakdown
Oppenheim Lewis	07/01/06	5020.5	62459	3,682.93	1,841.47	review of Lord Associates report
Oppenheim Lewis	12/20/06	5020.6	2181	12,157.79	6,078.90	Architectural RFQ and cash flows
Oppenheim Lewis	02/03/07	05020.7	2210	18,350.00	9,175.00	Drafting architectural RFQ
Oppenheim Lewis	02/03/07	05020.8	2207	15,039.26	7,519.63	Advertising for architect selection
Oppenheim Lewis	02/07/07	05020.9	2207	650.00	325.00	Advertising for architect selection
Penny Fidler	10/10/06	142	62840	609.72	304.86	Travel costs for science consultant
Penny Fidler	11/14/06	70253	2166	9,500.00	4,750.00	Content consultant
Redmond Jones & Associates	01/08/07	358	2225	2,677.77	1,338.89	Energy playground exhibit development
Ronen Mir	05/15/06	20060515	61988	1,500.00	750.00	Design of children's science playground
Ronen Mir	06/22/06	20060622	2127	1,500.00	750.00	Design of children's science playground
Ronen Mir	11/09/06	70679	2182	443.05	221.53	Travel costs for 11/2-3 content meeting
Sally Duensing	11/07/06	70133	2152	1,350.00	675.00	Travel costs for 11/2-3 content meeting
The Alford Group	08/17/05	20232	54909	26,950.00	13,475.00	capital campaign feasibility study
The Alford Group	10/04/05	20413	2003	607.72	303.86	reimburse airfare
The Alford Group	11/02/05	20496	2021	13,475.00	6,737.50	capital campaign feasibility study
The Alford Group	11/09/05	20511	2025	541.50	270.75	reimburse hotel and travel costs
Yazi	12/14/05	0221	2046	850.00	425.00	Energy exhibit powerpoint creation
Yazi	04/28/06	236	62007	1,950.00	975.00	Energy center powerpoint presentation
				<u>270,710.72</u>	<u>135,355.36</u>	

Museum of Science, Inc.
 Bicentennial Park Project
 Resolution # 05-0415
 Bid/Contract # B-78502
 PO # 055867
 Draw Request Number
 For the Period

8
1/1/2007 to 3/31/2007

	BUDGET				GROSS AMOUNTS			
	Approved Budget	Prior Revisions	Current Revisions	Revised Budget	Prior Draws	Current Draw	Total to Date	Remaining Budget
Project Planning:								
Feasibility Study	86,101.00	3,899.00		90,000.00	90,000.00		90,000.00	-
Public Charrettes	39,955.00	(24,469.63)		15,485.37	-		-	15,485.37
Phase I Master Plan	39,317.00			39,317.00	1,593.69		1,593.69	37,723.31
Project Planning	64,627.00	20,570.63		85,197.63	84,178.47		84,178.47	1,019.16
Financial Feasibility Study	45,000.00	(17,602.04)		27,397.96	27,397.96		27,397.96	-
	<u>275,000.00</u>	<u>(17,602.04)</u>	-	<u>257,397.96</u>	<u>203,170.12</u>	-	<u>203,170.12</u>	<u>54,227.84</u>
Specialist Consultants:								
Capital Feasibility Study	30,000.00	(9,212.89)		20,787.11	20,787.11		20,787.11	-
Content Development	60,000.00	26,814.93	12,000.00	98,814.93	78,787.15	19,072.36	97,859.51	955.43
Technical Studies	30,000.00		(12,000.00)	18,000.00	-		-	18,000.00
Sample Exhibits	40,000.00			40,000.00	2,900.00		2,900.00	37,100.00
Engage Consultants	15,000.00			15,000.00	1,254.38	12,554.37	13,808.75	1,191.25
	<u>175,000.00</u>	<u>17,602.04</u>	-	<u>192,602.04</u>	<u>103,728.64</u>	<u>31,626.73</u>	<u>135,355.37</u>	<u>57,246.68</u>
Project Management:								
Management Consultant	35,000.00			35,000.00	-		-	35,000.00
Engage Architect	110,000.00			110,000.00	-		-	110,000.00
Development & Planning	80,000.00			80,000.00	-		-	80,000.00
Engage Design Consultant	25,000.00			25,000.00	-		-	25,000.00
	<u>250,000.00</u>	-	-	<u>250,000.00</u>	-	-	-	<u>250,000.00</u>
Total	<u>700,000.00</u>	-	-	<u>700,000.00</u>	<u>306,898.76</u>	<u>31,626.73</u>	<u>338,525.49</u>	<u>361,474.52</u>

Please make check payable to:
MUSEUM OF SCIENCE, INC.
3280 South Miami Avenue
Miami, FL 33129

Museum of Science, Inc.
 Bicentennial Park Project
 Resolution # 05-0415
 Bid/Contract # B-78502
 PO # 055867
 Draw Request Number
 For the Period

8		
1/1/2007	to	3/31/2007

<u>Vendor</u>	<u>Date</u>	<u>Invoice #</u>	<u>Check #</u>	<u>Amount</u>	<u>50% After Match</u>	<u>Comment</u>
CONTENT DEVELOPMENT:						
Redmond Jones & Associates	01/08/07	358	2225	2,677.77	1,338.89	Energy playground exhibit development
Cambridge Seven Associates	01/24/07	0021511	2189	8,810.00	4,405.00	Design work on new aquarium
Jose F. Salgado	01/29/07	71174	2193	437.31	218.66	Travel costs for consultant
Oppenheim Lewis	02/03/07	05020.7	2210	18,350.00	9,175.00	Drafting architectural RFQ
Dr. Penny Fidler	02/06/07	143	wire tfr	5,500.00	2,750.00	Leading group content development on new museum
Dr. Penny Fidler	02/07/07	143b	wire tfr	1,225.00	612.50	Housing costs for out-of-town consultant
Dr. Penny Fidler	02/07/07	143c	wire tfr	144.63	72.32	Supplies for content development meeting
Designworlds for Learning	02/12/07	MISCI021207	2198	1,000.00	500.00	Preparing NSF proposal for MiaSci in Second Life
				<u>38,144.71</u>	<u>19,072.36</u>	
ENGAGE CONSULTANTS:						
Miami Herald	01/14/07	71582	2218	894.50	447.25	Advertising for architect selection
Oppenheim Lewis	02/03/07	05020.8	2207	15,039.26	7,519.63	Advertising for architect selection
Oppenheim Lewis	02/07/07	05020.9	2207	650.00	325.00	Advertising for architect selection
Dow Jones & Co.	02/08/07	13440266	2208	2,499.99	1,250.00	Advertising for architect selection
Miami Herald	02/10/07	931700	2204	1,850.00	925.00	Advertising for architect selection
Miami Herald	02/14/07	1089700	2204	1,058.00	529.00	Advertising for architect selection
Dow Jones & Co.	02/15/07	13440318	2208	2,499.99	1,250.00	Advertising for architect selection
Daily Business Review	02/16/07	78609304	2214	467.00	233.50	Advertising for architect selection
Haiti en Marche	02/28/07	71377	2216	150.00	75.00	Advertising for architect selection
				<u>25,108.74</u>	<u>12,554.37</u>	



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

PREVIOUSLY APPROVED

1. DATE: 5/24/04 DISTRICT: 2
NAME OF PROJECT: INITIAL GRANT TO MIAMI MUSEUM OF SCIENCE FOR DEVELOPMENT OF A SCIENCE MUSEUM FACILITY IN BICENTENNIAL PARK
INITIATING DEPARTMENT/DIVISION: Capital Improvements
INITIATING CONTACT PERSON/CONTACT NUMBER: Dianne Johnson (305) 416-1285
C.I.P. DEPARTMENT CONTACT:
RESOLUTION NUMBERS _____ CIP/PROJECT NUMBER: 333143
ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$700,000 (\$3,500,000 allocated; estimated current balance is \$2.8 Mill)
SOURCE OF FUNDS: HDNI Bonds - Museum of Science
ACCOUNT CODE(S): CIP # 333143

If grant funded, is there a City match requirement? YES NO
AMOUNT: _____ EXPIRATION DATE: _____
Are matching funds Budgeted? YES NO Account Code(s): _____
Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: Dianne Johnson - Capital Improvements
DESCRIPTION OF PROJECT: For the planning, development and project management activities relating to the construction of Miami Museum of Science & Planetarium to be located at the City's Bicentennial Park, hereinafter referred to as Project.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 5/17/04
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 5/24/05
Approved by Commission? YES NO N/A DATE APPROVED: _____
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
DESIGN COST: _____
CONSTRUCTION COST: _____
Is conceptual estimate within project budget? YES NO
If not, have additional funds been identified? YES NO
Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE
Individuals / Departments who provided input: _____

Justifications for change: _____
Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
Have additional funds been identified? YES NO
Source(s) of additional funds: _____

Time impact _____
Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: _____

APPROVAL: [Signature] DATE: 5/24/05
BOND OVERSIGHT BOARD

I. APPROVAL OF THE MINUTES OF THE MEETING OF APRIL 26, 2005.

HD/NIB MOTION 05-56

A MOTION TO APPROVE THE MINUTES OF THE MEETING OF APRIL 26, 2005.

MOVED: M. Cruz
SECONDED: L. Cabrera
ABSENT: R. Cayard, L. De Rosa, W. Harvey, D. Marko, J. Reyes, M. Reyes,
A. Sumner

Note for the Record: Motion passed by unanimous vote of all Board Members present.

II. **NEW BUSINESS:**

A. AUDIT COMMITTEE REPORT:

- Initial Grant to Miami Museum of Science for Development of a Science Museum Facility in Bicentennial Park.

TOTAL DOLLAR AMOUNT: <u>\$700,000 (\$3,500,000 allocated; estimated current balance is \$2.8 Million)</u>
SOURCE OF FUNDS: <u>HDNI Bonds – Museum of Science</u>
DESCRIPTION OF PROJECT: <u>For the planning, development and project management activities relating to the construction of Miami Museum of Science & Planetarium to be located at he City's Bicentennial Park, hereinafter referred to as Project..</u>

HD/NIB MOTION 05-50

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE INITIAL GRANT TO MIAMI MUSEUM OF SCIENCE FOR DEVELOPMENT OF A SCIENCE MUSEUM FACILITY IN BICENTENNIAL PARK.

MOVED: M. Cruz
SECONDED: L. De Rosa
ABSENT: L. Cabrera, R. Cayard, W. Harvey, D. Marko, J. Reyes, M. Reyes,
A. Sumner

Note for the Record: Motion passed by unanimous vote of all Board Members present.

26. Initial Grant to Miami Museum of Science for Development of a Science Museum Facility in Bicentennial Park

Gary Fabrikant, CIP Department, reported that there have been total reimbursements of \$228,627 on this project. Since the last update, there have been a drawdown of \$30,992. With the latest drawdown, the Museum of Science has commenced project planning. They are finalizing the drafting of the financial feasibility study. They have completed the capital feasibility study, and they have started their advertisement process for hiring a consultant for the project. Overall on the project completed to date, they have completed their planetarium feasibility study. They are finalizing their aquarium analysis, and they are finalizing the draft report on their cost analysis.

27. Increase in Compensation to HDR Inc. for Program Management Services for the Capital Improvements Plan Implementation

Gary Fabrikant, CIP Department, reported that a \$1.7 million increase was approved by the City Commission on March 10, 2005. The existing contract with HDR under this program has been completed. Currently, there is a balance showing of \$172,452. However, the Department is processing their final invoice, and once that invoice is approved, there will be approximately 6 to \$7,000 remaining balance on the contract.

III. CHAIRPERSON'S OPEN AGENDA:

IV. ADDITIONAL ITEMS:

NAME OF PROJECT: INCREASE ESTIMATED COSTS FOR THE SITES ACQUIRED IN CONNECTION WITH LITTLE HAITI PARK, LHP #67,75, 76.

2. BUDGETARY INFORMATION: Are funds budgeted? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If yes, TOTAL DOLLAR AMOUNT: <u>\$67,000 (\$20 Million in first Series, total \$25 Million)</u> SOURCE OF FUNDS: <u>HDNI Bonds - Little Haiti Park Land Acquisition & Development</u> DESCRIPTION OF PROJECT: <u>Additional costs of \$15,000 for asbestos abatement detected on floor tiles and \$52,000 for court costs and expenses related to the eminent domain case, as these costs were under estimated and are related to the hearing and meetings in preparation of the eminent domain case.</u>

NOT TAKEN UP DUE TO LACK OF QUORUM.

Chairman Flanders: OK, then --

Mr. Cabrera: Want me to make that motion? I make a motion that the Board no longer recommends the --

Chairman Flanders: Withdraw.

Mr. Cabrera: -- withdraws the funding for the Ballet Gamonet, and that it's brought back to the area Commissioner for further findings and recommendations on what they would like this project to be or other projects.

Chairman Flanders: OK. Is there a second?

Mr. Aedo: I second that motion.

Chairman Flanders: Any further discussion? All in favor?

The Board Members (Collectively): Aye.

Chairman Flanders: Anyone opposed? Motion carries.

HD/NIB MOTION 06-22

A MOTION WITHDRAWING THE FUNDING FOR THE BALLET GAMONET PROJECT; FURTHER DIRECTING THAT THE PROJECT BE BROUGHT BACK TO THE AREA COMMISSIONER FOR FURTHER FINDINGS AND RECOMMENDATIONS.

MOVED: L. Cabrera
SECONDED: R. Aedo
ABSENT: E. Broton, L. Pierre, J. Reyes, M. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present.

6. Initial Grant to Miami Museum for Development of Fine Arts Museum Facility In Bicentennial Park

Gary Fabrikant, CIP Department, reported that the grant was originally in the amount of approximately \$700,000. The grant is for reimbursement of funds for planning development and project management activities related to the construction of the Miami Museum to be located at Bicentennial Park. To date, reimbursement has been made in the amount of \$457,805. The latest action taken on this project is that, on September 14, the design firm, Herzog & De Meuron, were hired for the new museum.

7. Initial Grant to Miami Museum of Science for Development of a Science Museum Facility in Bicentennial Park

Gary Fabrikant, CIP Department, reported that \$288,000 has been paid to date on this project. The Museum has requested to appear before the Board in October to request their next installment of funding to select their design firm.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 5/22/07 DISTRICT: 5
 NAME OF PROJECT: **BUENA VISTA EAST HISTORIC DISTRICT-STREETScape IMPROVEMENTS, PHASE I**
 INITIATING DEPARTMENT/DIVISION: Capital Improvements Program
 INITIATING CONTACT PERSON/CONTACT NUMBER: Lionel Zapata (305) 416-1788
 C.I.T. DEPARTMENT CONTACT: Ola O. Aluko (305) 416-1280
 RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: _____
 ADDITIONAL PROJECT NUMBER: _____ **B-78500**
 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$1,845,368 (\$1,562,354 Homeland Defense Neighborhood Improvements Series)
 SOURCE OF FUNDS: HDNIB Design District/FEC Corridor/District 5 Quality of Life Improvements
 ACCOUNT CODE(S): CIP # 341157 & 311715

If grant funded, is there a City match requirement? YES NO
 AMOUNT: _____ EXPIRATION DATE: _____
 Are matching funds Budgeted? YES NO Account Code(s): _____
 Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: _____
 DESCRIPTION OF PROJECT: Scope involves milling & resurfacing, partial reconstruction, installation of raised curbs, sidewalks widening, addition of median island, storm drainage & pavement markings at specific areas based on need. (Continuation of Scope Attached)

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 5/17/07
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 6/26/07
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Community Mtg/Dist. Commissioner Approval? YES NO N/A DATES: _____
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
 DESIGN COST: _____
 CONSTRUCTION COST: _____
 Is conceptual estimate within project budget? YES NO
 If not, have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

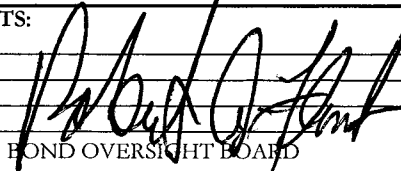
5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____
 Justifications for change: _____
 Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
 Have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Time impact _____
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS:

APPROVAL:  DATE: 6/26/07
 BOND OVERSIGHT BOARD



PROJECT ANALYSIS FORM

Capital Improvements & Transportation

Date Prepared:	1-May-2007
VERSION:	REV03

PROGRAM	341 - Streets & Sidewalks	AREA	Infrastructure & Environment - 3
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PROJECT NAME: Buena Vista East Historic District - Streetscape Imprvmts. PHI		PROJECT NO:	B-78500
ADDRESS / LOCATION: Segments of NE 42 and NE 43 Streets between N. Miami Ave and NE 2 Ave		DISTRICT:	5
PROJECT TEAM: Horizontal		PROJECT CONTRACTED COST:	\$ 1,415,357.98
CATEGORY: Streets and Sidewalks		PROJECT EST. COST:	\$ 1,845,368.00
CLIENT DEPT: Capital Improvements/Transportation - 122		CURRENT FUNDS:	\$ 1,845,368.00
CLIENT CONTACT: Cesar Gonzalez		TEL.: (305) 416-1219	FUTURE FUNDS: \$ -
DESIGN MANAGER: Tatiana Acosta		TEL.: (305) 416-1263	FUND SHORTFALL:
CONSTR. MANAGER: Lionel Zapata		TEL.: (305) 416-1788	PROCUREMENT: JOC
EST. DESIGN START: 06/08/05	EST. BID ADV.:	EST. CONSTRUCTION START:	10/01/07
EST. DESIGN END: 03/30/07	EST. AWARD DATE:	EST. CONSTRUCTION END:	07/01/08

PRODUCTION PHASE (3-DES)		CODE	% of Const	Estimated Design	% of Const	Contracted Design
Prime Consultant: Marlin Engineering						
1	Outside Consultant - Basic Design Fee	01.01	19.3%	\$ 253,789.33	22.4%	\$ 228,460.13
2	Outside Consultant - Additional Design Services	01.01		\$ -		\$ -
3	CIP In-House - Basic Design Fee	01.02		\$ -		\$ -
4	CIP - Production Management	01.02		\$ -	0.0%	\$ -
5	General Production Phase Contingency	01.01			0.1%	\$ 329.20
6	Miscellaneous Services - Other	01.01				\$ 25,000.00
7				\$ -		\$ -
8				\$ -		\$ -
9				\$ -		\$ -
10				\$ -		\$ -
11				\$ -		\$ -
12				\$ -		\$ -
PRODUCTION TOTALS				Estimated		Contracted
				\$ 253,789.33		\$ 253,460.13

CONSTRUCTION PHASE (4-CON)		CODE	Estimated Construction by PM	Contracted Construction (Formal Bid, Informal Bid or JOC Method)
Prime Contractor:				
1	Construction Cost (Prime Contractor)	02	\$ 1,193,980.00	\$ 1,019,111.18
2	Construction Contingency Allowance	02	10.0% \$ 119,398.00	28.9% \$ 294,266.82
3	Additional Services / Change Orders (Prime Contractor)		\$ -	\$ -
4			\$ -	\$ -
5			\$ -	\$ -
6			\$ -	\$ -
7			\$ -	\$ -
8			\$ -	\$ -
CONSTRUCTION TOTALS			Estimated	Contracted
			\$ 1,313,378.00	\$ 1,019,111.18

CONSTRUCTION ADMINISTRATION (8-CEO)		CODE	Estimated CEO	Contracted CEO
1	Construction Engineering Observation (CEO) Consultant	03.01	10.0% \$ 131,000.00	\$ -
2	Construction Engineering Observation CIP/Transportation		\$ -	\$ -
3	JOC Administration - The Gordian Group (Always 1.5%)	03.03	1.5% \$ 19,700.67	1.5% \$ 15,286.67
CONSTRUCTION ADMINISTRATION TOTALS			Estimated	Contracted
			\$ 150,700.67	\$ 15,286.67

ADMINISTRATIVE EXPENSES (6-ADM)		CODE	Estimated ADMIN	Contracted ADMIN
1	CIP Department (Mgmt./Budget/Procurement/Comm.):	04	9.7% \$ 127,500.0	100.0% \$ 127,500.0
ADMINISTRATIVE EXPENSES TOTALS			Estimated	Contracted
			\$ 127,500.00	\$ 127,500.00

PROJECT ESTIMATED AND ACTUAL COSTS

ADDITIONAL PROJECT TASKS		CODE	Estimated TASKS	Contracted TASKS
1	EQUIPMENT (5-EQU):		\$ -	\$ -
2	PLANNING (2-PLN):		\$ -	\$ -
3	ACQUISITION EXPENSES (1-LAQ) <u>Land</u> :		\$ -	\$ -
4	ACQUISITION EXPENSES (1-LAQ) <u>Transaction</u> :		\$ -	\$ -
5	PROGRAM MANAGEMENT (0-MGT):		\$ -	\$ -
ADDITIONAL PROJECT TASKS TOTALS			Estimated	Contracted
			\$ -	\$ -
B-78500 PROJECT GRAND TOTAL			Estimated	Contracted
			\$ 1,845,368.00	\$ 1,415,357.98

PROJECT SCOPE

Scope: Milling & resurfacing, partial reconstruction, installation of raised curbs, sidewalk widening, addition of median island, storm drainage, & pavement markings at specific areas based on need.

Location: Specified segments of NE 42nd Street and NE 43rd Street between North Miami Avenue and NE 2nd Avenue

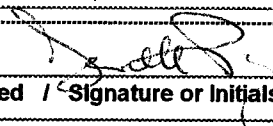
Note: NE 46th Street is excluded from major improvements because it is a County road. However milling and resurfacing will be done. NE 42 St (project B-31218) and NE 43 St (project B-31217) are part of this project.

Operating Cost Associated with Project:	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$ 19,000	\$ 19,095	\$ 28,190	\$ 36,331	\$ 28,472

Notes

Receipt of PAF by Danette Perez - CIP Public Relations Coordinator

Project MUST be Presented to the Bond Oversight Board

5/22/07 
Date Received / Signature or Initials

FUND SOURCES

AWARD NAME AND NUMBER	AVAILABLE	FUTURE
HD Design District/FEC Series - 1075 Please See Note Above	\$ 355,960.00	\$ -
Contribution From General Fund - 1103	\$ 25,000.00	\$ -
Local Option Gas Tax - 1113	\$ 258,014.00	\$ -
HD Dist 5 Neighb QOL Series 1 - 1087 Please See Note Above	\$ 1,206,394.00	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
B-78500 FUND GRAND TOTAL	ACTUAL \$ 1,845,368.00	PROJECTED \$ -

VALIDATION

Initiated by: Acosta, Tatiana  Date: 05/22/07
Project Manager

Approved by: Cesar Gonzalez  Date: 05/22/07
Senior Project Manager

Reviewed by: Yvette Maragh  Date: 5/22/07
CIP Budget Administrator

Verified by: Edwige De Crumpe / Program Controls Staff  Date:
Initials

Accepted by: Ola Aluko  Date: 5/22/07
Director : Capital Improvements/Transportation

Signature

ORIGINAL TO: Melanie Whitaker / Industry Partner / 10th Floor South Conference Room Initials

Executed PAF MUST be electronically distributed to the following individuals:
Director of the Client Department, Yvette Maragh, Edwige De Crumpe, Senior Project Manager and Project Manager.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 6/26/07 DISTRICT: 3
 NAME OF PROJECT: **ADDITIONAL FUNDING FOR THE MIAMI HIGH BUNGALOW**
 INITIATING DEPARTMENT/DIVISION: Capital Improvements Program
 INITIATING CONTACT PERSON/CONTACT NUMBER: Jim Brittain 305 416-1047
 C.I.T. DEPARTMENT CONTACT: Ola O. Aluko (305) 416-1280
 RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: _____
 ADDITIONAL PROJECT NUMBER: _____ **B-30532**
 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$55,000
 SOURCE OF FUNDS: Neighborhood Parks and Acquisition
 ACCOUNT CODE(S): CIP # 341419
 If grant funded, is there a City match requirement? YES NO
 AMOUNT: _____ EXPIRATION DATE: _____
 Are matching funds Budgeted? YES NO Account Code(s): _____
 Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:
 Individuals / Departments who provided input: _____
 DESCRIPTION OF PROJECT: Scope involves the restoration and stabilization of the one story wood frame Old Miami School Bungalow as a City owned Park office and Community Resource center.
 ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 6/26/07
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Community Mtg/Dist. Commissioner Approval? YES NO N/A DATES: _____
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: _____

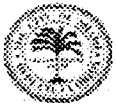
4. CONCEPTUAL COST ESTIMATE BREAKDOWN
 Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
 DESIGN COST: _____
 CONSTRUCTION COST: _____
 Is conceptual estimate within project budget? YES NO
 If not, have additional funds been identified? YES NO
 Source(s) of additional funds: _____
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE
 Individuals / Departments who provided input: _____
 Justifications for change: _____
 Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
 Have additional funds been identified? YES NO
 Source(s) of additional funds: _____
 Time impact _____
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS:

 APPROVAL:
 BOND OVERSIGHT BOARD DATE: 6/26/07



PROJECT ANALYSIS FORM

Capital Improvements & Transportation

CIP

NON-CIP

Date Prepared: **16-May-2007**

VERSION: **ORIGINAL**

NEW PROJECT PROGRAM **325 - Public Facilities** AREA **Recreation & Culture - 2**

PROJECT NAME: Old Miami High Restoration		PROJECT NO: B-30532
ADDRESS / LOCATION:		DISTRICT:
PROJECT TEAM: Vertical		PROJECT CONTRACTED COST: \$ -
CATEGORY: Historic Preservation		PROJECT EST. COST: \$ 355,000.00
CLIENT DEPT: Dade Heritage Trust		CURRENT FUNDS: \$ 355,000.00
CLIENT CONTACT: Becky Matkov TEL.: 305.358.9572		FUTURE FUNDS: \$ -
DESIGN MANAGER:		FUND SHORTFALL:
CONSTR. MANAGER: James Brittain TEL.: (305) 416-1047		PROCUREMENT:
EST. DESIGN START: 01/01/06	EST. BID ADV.:	EST. CONSTRUCTION START: 06/01/07
EST. DESIGN END: 01/31/06	EST. AWARD DATE:	EST. CONSTRUCTION END: 05/31/08

PRODUCTION PHASE (3-DES)		CODE	% of Const	Estimated Design	% of Const.	Contracted Design
Prime Consultant:						
1	Outside Consultant - Basic Design Fee	01.01	0.0%		0.0%	
2	Outside Consultant - Additional Design Services	01.01	0.0%		0.0%	
3	CIP In-House - Basic Design Fee	01.02	0.0%		0.0%	
4	CIP - Production Management	01.02	0.0%	\$ -	0.0%	
5	General Production Phase Contingency	01.01	0.0%	\$ 55,000.00	0.0%	\$ 55,000.00
6						
7						
8						
9						
10	DHT Administration	01.01				
11						
12						
PRODUCTION TOTALS				Estimated		Contracted
				\$ 55,000.00		\$ -

CONSTRUCTION PHASE (4-CON)		CODE	Estimated Construction by PM	Contracted Construction (Formal Bid, Informal Bid or JOC Method)
Prime Contractor:				
1	Construction Cost (Prime Contractor)	02	\$ 300,000.00	
2	Construction Contingency Allowance	02	0.0%	0.0% \$ -
3	Additional Services / Change Orders(Prime Contractor)			
4				
5				
6				
7	A/E Professional Liability Insurance			
8	Builder's Risk Insurance			
CONSTRUCTION TOTALS			Estimated	Contracted
			\$ 300,000.00	\$ -

CONSTRUCTION ADMINISTRATION (8-CEO)		CODE	Estimated CEO	Contracted CEO
1	Construction Engineering Observation (CEO Consultant)		0.0%	0.0%
2	Construction Engineering Observation CIP/Transportation		0.0%	0.0%
3	JOC Administration - The Gordian Group (Always 1.5%)		0.0% \$ -	0.0% \$ -
CONSTRUCTION ADMINISTRATION TOTALS			Estimated	Contracted
			\$ -	\$ -

ADMINISTRATIVE EXPENSES (6-ADM)		CODE	Estimated ADMIN	Contracted ADMIN
1	CIP Department (Mgmt./Budget/Procurement/Comm.):		5.0%	0.0%
ADMINISTRATIVE EXPENSES TOTALS			Estimated	Contracted
			\$ -	\$ -

ADDITIONAL PROJECT TASKS		CODE	Estimated TASKS	Contracted TASKS
1	EQUIPMENT (5-EQU):			
2	PLANNING (2-PLN):			
3	ACQUISITION EXPENSES (1-LAQ Land):			
4	ACQUISITION EXPENSES (1-LAQ Transaction):			
5	PROGRAM MANAGEMENT (0-MGT):			

PROJECT ESTIMATED AND ACTUAL COSTS

ADDITIONAL PROJECT TASKS TOTALS		Estimated	Contracted
		\$ -	\$ -
PROJECT GRAND TOTAL		ESTIMATED	CONTRACTED
		\$ 355,000.00	\$ -

PROJECT SCOPE

The restoration and stabilization of the one story wood frame Old Miami High School Bungalow as a City owned Park office and Community Resource center. The City will provide a grant in the amount of \$355,000 to the Dade Heritage Trust.

Operating Cost Associated with Project:	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5

FUND SOURCES

AWARD NAME AND NUMBER	AVAILABLE	FUTURE
HD Neighborhood Park Series 1 - 1058	\$ 55,000.00	
MDC Building Better Communities GOB	\$ 300,000.00	
PROJECT GRAND TOTAL	ACTUAL	PROJECTED
\$ 355,000.00	\$ 355,000.00	

VALIDATION

Initiated by: #N/A JIM BRITAIN Project Manager Date: 6/22/07
 Approved by: MARCEL DOUGÉ Senior Project Manager Date: 6/22/07
 Reviewed by: Yvette Maragh CIP Budget Administrator Date: 6/22/07
 Verified by: Edwige De Crumpe / Program Controls Staff
 Accepted by: Ola O. Aluko Director: Capital Improvements/Transportation Date: 6/22/07

ORIGINAL TO: Melanie Whitaker / 10th Floor South Conference Room

Notes

Yvette Maragh 6/22/07

Executed PAF MUST be electronically distributed to the following individuals:
 Director of the Client Department, Yvette Maragh, Edwige De Crumpe, Senior Project Manager and Project Manager.



AGENDA ITEM SUMMARY FORM

FILE ID: 07-00652 A

Date: 5/15/2007

Requesting Department: CIT Department

Commission Meeting Date: _____

District(s) Impacted: 1 2 3 4 5

Type: Resolution Ordinance Emergency Ordinance Discussion Item Other _____

Subject: To authorize the City Manager to enter into a co-operative agreement with Dade Heritage Trust for the Historic Miami High restoration project B-30532.

Purpose of Item:

To authorize the City Manager to execute an agreement, in substantially the attached form, authorizing a grant to the Dade Heritage Trust, in the not to exceed amount of \$355,000, to restore the historic First Miami High structure located at the City owned Southside Park for the project entitled "Old Miami High, B-30532."

Background Information:

The City is the owner of real property located at 140-142 SW 11th Street, commonly known as Southside Park. The City previously granted \$350,000 to the Dade Heritage Trust ("Trust") to assist in relocating the First Miami High structure from its original location (where it was in jeopardy of being destroyed due to pending development) to Southside Park.

The City received a commitment of funds from the Miami-Dade County Building Better Communities General Obligation Bond "(GOB)" in the amount of \$300,000, for the restoration of the structure which is in turn being provided to the Trust. The remaining \$55,000 of the City's current contribution will come from a City General Fund account. An additional \$350,000 has previously been received from the State directly to the Trust. Any remaining funds required to complete the project will be raised by the Trust.

The Trust has hired an architect that has completed construction documents. The Trust is in the process of hiring a general contractor and the project will commence shortly. Upon completion of the work, Old Miami High will be used by the Parks Department as a staff office and community resource.

Budget Impact Analysis

NO Is this item related to revenue?
YES Is this item an expenditure? If so, please identify funding source below.
General Account No: 00001.980000.548000.0000.0000 For THE \$55,000 *np*
Special Revenue Account No: _____
CIP Project No: B-30532
NO Is this item funded by Homeland Defense/Neighborhood Improvement Bonds?

Start Up Capital Cost: _____
Maintenance Cost: _____
Total Fiscal Impact: \$355,000

C.I.P APPROVAL:

Final Approvals
(SIGN AND DATE)

CIP Maracha 5/15/07 \$300,000

Budget Maracha 5/15/07

If using or receiving Capital Funds
Grants N/A

Risk Management N/A

Purchasing N/A

Dept. Director [Signature] for Ola Aluk.

Chief [Signature]

City Manager [Signature]

Project Manager: Marcel Doune



City of Miami

Legislation Resolution

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 67-06652A

Final Action Date:

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING A GRANT TO THE DADE HERITAGE TRUST TO BE ADMINISTERED BY THE CITY'S DEPARTMENT OF CAPITAL IMPROVEMENTS, TO RESTORE THE FIRST MIAMI HIGH STRUCTURE LOCATED ON CITY-OWNED PROPERTY AT SOUTHSIDE PARK, 140-142 SOUTHWEST 11TH STREET, MIAMI, FLORIDA, IN THE AMOUNT OF \$355,000; ALLOCATING SAID FUNDS FROM B-30532, CAPITAL IMPROVEMENT PROJECT ENTITLED: " OLD MIAMI HIGH RESTORATION" AND GENERAL FUND ACCOUNT NO. 00001.980000.548000.0000.00000 OR OTHER FUNDING SOURCES AS MAY BECOME AVAILABLE; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT CO-OPERATION AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, FOR SAID PURPOSE.

WHEREAS, the City of Miami ("City") is the owner of real property located at 140-142 Southwest 11th Street, Miami, Florida, commonly known as the Southside Park ("Property"); and

WHEREAS, the City approved the relocation of the Old Miami High School, also known as First Miami High School ("Building") by Dade Heritage Trust, Inc. ("Trust"), to a certain portion of the Property for public use; and

WHEREAS, on February 9, 2006, the City Commission adopted Resolution No. 06-0074, authorizing an agreement between the City and the Trust, authorizing the Trust to oversee and to implement the renovation of the Building; and

WHEREAS, the Trust was awarded a total of \$350,000 in grant funds from the State of Florida Secretary of State for use in the restoration and renovation of the Building; and

WHEREAS, the Department of Capital Improvements ("Department") received a commitment of funds from the Miami-Dade County Building Better Communities General Obligation Bond "(GOB)" in the amount of Three Hundred Thousand Dollars (\$300,000) for the capital project B-30532, Old Miami High Restoration ("Project"), also known as Miami-Dade County GOB Project No. 264-70542; and

WHEREAS, Resolution No. 06-0321 adopted May 25, 2006 authorized the City Manager to execute Agreements with Miami-Dade County to receive funds on a reimbursement basis, in various amounts, for capital improvement projects funded by GOB; and

WHEREAS, Resolution No. 06-0730 adopted December 14, 2006 authorized the City Manager to appropriate the GOB funds in the total amount of \$300,000 for Project B-30532; and

WHEREAS, the City desires to administer the Project to assure its successful completion and to contribute additional funding as needed, in an amount not to exceed \$55,000 to the Project from the City's General Fund Account No. 00001.980000.548000.0000.00000 or other funding sources as may

become available; and

WHEREAS, the Trust is a 501(c)(3) tax exempt organization; and

WHEREAS, upon completion of the work, the Building will be utilized as a community resource and will be staffed by the City's Department of Parks and Recreation; and

WHEREAS, the City Commission, by passage of this Resolution, will authorize the allocation of City funds in the amount of \$355,000 for the restoration work initiated by the Trust and will further authorize the City Manager to execute a Project Co-operation Agreement ("Agreement") for this purpose; and

WHEREAS, the Agreement sets forth the duties and responsibilities of the City and Trust, and provides for the use, accountability, accessibility, and terms of this undertaking by Trust; and

WHEREAS, funds for this purpose are available from B-30532, Capital Improvements Project "Old Miami High Restoration" and General Fund Account No. 00001.980000.548000.0000.00000 or other funding sources as may become available;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. A grant to the Trust to be administered by the City's Department of Capital Improvements, to restore the First Miami High structure located on the City-owned property at Southside Park, 140-142 Southwest 11th Street, Miami, Florida, in the amount of \$355,000, is authorized, with funds allocated from B-30532, Capital Improvement Project entitled "Old Miami High Restoration" and General Fund Account No. 00001.980000.548000.0000.00000 or other funding sources as may become available.

Section 3. The City Manager is authorized{1} to execute an Agreement, in substantially the attached form, for said purpose.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.{2}

APPROVED AS TO FORM AND CORRECTNESS;



JORGE L. FERNANDEZ
CITY ATTORNEY

Footnotes:

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

PROJECT CO-OPERATION AGREEMENT

GRANTEE:		Dade Heritage Trust, Inc.			
PROJECT:		Old Miami High in Southside Park			
Project Location:		140-142 SW 11 th Street, Miami FL		Commission District	Sanchez
Grantee Project Manager:		Name	Phone	Fax	
		Becky Roper Matkov	305-358-9572	305-358-1162	
Notifications Regarding this Document	Address to	Name	Phone	Fax	
		Becky Roper Matkov	above	above	
	Mailing Address	190 SE 12 th Terrace	CITY	State	Zip
	Street Address	same	Miami	FL	33131
CITY FUNDING AMOUNT:		\$355,000	Funding Source Miami Dade County General Obligation Bond and/or City's General Fund Account or other Sources as available		
Enabling Legislation:		R-07-	Adoption Date: June 14, 2007		
Total Estimated Project Cost:		\$705,000 restoration, detailed in Exhibit A	CIP Job Number:	B-30532 <small>(if applicable)</small>	

Project Description: Construction, construction management and project management activities to be administered by the City's Department of Capital Improvements relating to the restoration of a historic structure located at a city owned property referred to as "PROJECT".

THIS AGREEMENT (hereinafter referred to as the "AGREEMENT") is made and entered into as of _____, 2007, with the specified effective date, by and between the **CITY OF MIAMI**, a municipal corporation of the State of Florida (hereinafter referred to as "CITY"), with offices at 444 S.W. 2nd Avenue, Miami, Florida 33130-1910 and the **GRANTEE** named above, with offices located at the Grantee Street Address given above.

RECITALS

The intent of this Agreement is to outline the respective expectations and obligations of the parties regarding the specified cooperative capital improvement project (the "PROJECT") named above and further defined in this document.

The GRANTEE has initiated the PROJECT, for which it has requested financial assistance from the CITY for payment of certain allowable costs and expenses.

The CITY has adopted Enabling Legislation, referenced above and incorporated by reference as though set forth in full, to verify the paramount public purpose of the PROJECT, to allow the CITY'S participation in and administration of the PROJECT, and authorizes the CITY MANAGER to execute the necessary documents for this purpose.

WHEREAS, GRANTEE is to be the sponsor of the PROJECT, which will be a renovated historic property to be utilized as a City of Miami Park's and Recreation Department staff office and a community learning center with a restored historic classroom for not less than twenty-five years from the date its doors

[Handwritten signature]

open to the public. Originally constructed in 1905 as the first public high school in Miami, the building was saved from demolition at its original site and relocated in 2003 to its current location in Southside Park at 140-142 SW 11th Street (the "Site").

WHEREAS, the PROJECT will be a significant community asset, and the grant funds appropriately employed by the GRANTEE in accordance with this Agreement serve an important public purpose, and accordingly the CITY has agreed to make the Grant to the GRANTEE and administer the Project under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of foregoing, the GRANTEE and the CITY intend as follows:

1 Definitions:

- 1.1 CITY FUNDING AMOUNT: shall mean the dollar amount specified in the table on page 1 of this Agreement offered in support of the PROJECT.
- 1.2 DELIVERABLES: Items identified on Exhibit A to be submitted to the CITY for approval prior to proceeding to a subsequent task or activity of the WORK and required as a condition for reimbursement.
- 1.3 DIRECTOR: shall mean the CITY's Director of the Department of Capital Improvements, or his authorized Designee.
- 1.4 ELIGIBLE EXPENSES: For purposes of this Agreement, Project-related costs that may be funded from the CITY FUNDING AMOUNT shall be defined to mean and include fees for general contractors, construction material suppliers, professional engineers, architects, landscape architects, surveyors, mapping, other bona fide design professionals, planning professionals materials, geotechnical testing and; if available funding permits, an administrative management fee to the Grantee of five percent (5%) of the total City funding allocated for this project. In no event shall the administrative management fee be granted to the GRANTEE prior to all Project expenses being paid in full and in no event shall the fee exceed \$17,750. There shall be no mark up on such cost passed to the CITY. All persons and/or firms engaged shall be duly licensed and certified as required by the laws of the State of Florida. These costs are identified in Exhibit A as approved Project-related expenses, and as such, shall be eligible for reimbursement from the CITY FUNDING AMOUNT.

- 1.5 GRANTEE: A Florida not-for-profit corporation existing under the laws of the State of Florida.
- 1.6 GRANTEE Project Manager: Grantee and CITY agree and GENERAL CONTRACTOR acknowledges that Project management and supervision of all activities relating to the construction of the PROJECT will be administered by the City's Department of Capital Improvements.
- 1.7 INELIGIBLE EXPENSES: For purposes of this Agreement, eligible expenses may not be used for payment to employees, employee benefits, day-to-day expenses, payroll, lobbyists, legal counsel, or other obligations, debts, liabilities or costs of GRANTEE except as otherwise set forth in Exhibit A. In addition, expenses shall not include the costs of land or rights of way, and fees for lobbyists, legal or tax, environmental or regulatory counsel, auditors, accountants, brokers and salespersons or any other costs not expressly allowable by Section 1.4. There shall be no mark up by GRANTEE on any costs, that is, only the actual, direct costs incurred by GRANTEE may be billed to the CITY for reimbursement.
- 1.8 PROJECT: Shall mean all activities and items, including but not limited to the WORK, required to provide a functional and/or useable facility or program for the use and enjoyment of the public as described above and as approved by the CITY Commission as appropriate for CITY participation.
- 1.9 WORK: Shall mean the activities and items approved by CITY (or Director) to be paid by the CITY FUNDING AMOUNT, as identified in Exhibit A or revisions thereto.
- 1.10 TERM: Shall mean the period this Agreement is in effect, which shall commence on the effective date and shall terminate no later than three (3) years from the effective date. The CITY shall provide the option to renew for additional one (1) year periods upon the CITY's approval for satisfactory performance and progress.

2 CITY Representative: Except as otherwise stipulated herein, the DIRECTOR shall be responsible to render direction, assistance and decisions to GRANTEE regarding this Agreement. The DIRECTOR shall assign a Representative/Project Manager to handle the day-to-day, ministerial and other matters relating to this Agreement.

3 Assistance From CITY: The CITY agrees to provide the following:

- 3.1 Financial assistance in an amount not to exceed \$355,000, which includes \$300,000

from the Miami-Dade County GOB and an additional \$55,000, to be payable as needed at the CITY's sole discretion for Project costs, with funding allocated from the City's General Fund Account or other funding source(s) as may become available for the WORK approved by the Enabling Legislation and as further specified in the attached Exhibit A. CITY shall have no obligation under this Agreement to fund any amounts in excess of the CITY FUNDING AMOUNT. Said funds will be paid on a reimbursement basis to GRANTEE as set forth in Section 9 herein.

3.2 Other Assistance - not applicable

4 **Grantee Responsibilities:**

4.1 The GRANTEE shall ensure the timely and satisfactory cooperation of the Project architect and GENERAL CONTRACTOR

4.2 GRANTEE shall provide all additional funds above the CITY FUNDING AMOUNT to complete the PROJECT up to the Total Estimated Project Cost including without limitation any Cost Overruns and/or change orders for the Work. City understands and agrees that the balance of the funding is being provided by a State of Florida Historic Preservation Special Category grant, and Dade Heritage Trust's obligation to complete this Project is dependent upon the cooperation and timely disbursement of funds by the State, County and City. GRANTEE acknowledges that additional fundraising efforts may be required to complete the Project. CITY agrees to assist with grant writing to the best of its ability.

4.3 The GRANTEE shall permit the CITY to manage and supervise all aspects of the WORK including without limitation, scheduling, permitting, materials, labor, means and methods of construction, and the management of contractors, consultants, suppliers and the like.

4.4 The GRANTEE shall fund the cost of all WORK from its own resources and seek reimbursement from the CITY in the manner set forth in this Agreement.

4.5 Any advance payment of the CITY FUNDING AMOUNT and funds of the GRANTEE shall be maintained in separate and independent bank accounts to be used solely and exclusively for the PROJECT. Any interest accruing from any advance of City funds shall be regularly reported and repaid to the City.

4.6 Unless otherwise approved by the CITY Commission, GRANTEE shall not be entitled to any unspent funds from the CITY FUNDING AMOUNT should the WORK be completed at a cost less than the CITY FUNDING AMOUNT.

4.7 If the cost of completion of the Project is less than the FUNDING AMOUNT, one hundred percent of the savings shall accrue to the CITY.

5 **Ownership:** The parties agree that the CITY shall be the owner of the documents, plans, specifications and permits created by virtue of the CITY FUNDING AMOUNT, which shall be made freely available to GRANTEE for its use in connection with the PROJECT, provided however, that the City of Miami retains ultimate ownership, except as required by the State of Florida in its historic preservation grant agreement with the Grantee. GRANTEE shall convey title to such documents and/or property to CITY. The City Manager shall have the authority to accept ownership and title to such documents and /or property and may convey, license and assign same to GRANTEE for its use for a set term, as the CITY will reserve fee title to such items.

6 **Progress Reports:** In addition to those items listed on Exhibit A as Deliverables, the DIRECTOR or his duly authorized designee, may require for his review and approval all specifications and/or preparatory or design documents and cost estimates at progress phases deemed appropriate by the DIRECTOR. GRANTEE shall duly consider and implement comments and revisions suggested by the DIRECTOR from such periodic reviews. Throughout the preparatory or design process, GRANTEE and CITY shall jointly use their best efforts to ensure that the WORK and the PROJECT can be completed within the CITY FUNDING AMOUNT, the funding of \$350,000 from the State of Florida Historic Preservation Special Category grant and other funds the GRANTEE or CITY are able to obtain through grant writing or other fundraising efforts.

Such Documents shall be forwarded to the DIRECTOR for his review and approval as to consistency with the PROJECT as presented by GRANTEE to CITY, and said approval by DIRECTOR shall not be unreasonably withheld, conditioned or delayed. In the event the DIRECTOR fails to comment in writing on such documents in writing within thirty (30) days of their transmittal to him, the documents will be deemed approved without the necessity of further action.

GRANTEE shall keep DIRECTOR informed as to the progress of the PROJECT by submitting progress reports quarterly within 30 days of the month following the end of each quarter ending December 31, March 31, June 30 and September 30. The report should

provide information regarding project status, activities, funding raised and expended. Any periods of inactivity must be justified and approved by the CITY.

7 Changes to Scope of WORK: In order to assure that the WORK and the PROJECT can be completed within the CITY FUNDING AMOUNT and Total Estimated Project Cost, respectively, the GRANTEE or CITY may request adjustments to the scope of WORK identified in Exhibit A. Such adjustments and any revisions to Exhibit A shall be at the sole discretion of the DIRECTOR. There shall be no modification in scope that, solely in the opinion of the DIRECTOR, negatively impacts or reduces the standards of quality or aesthetics incorporated into the PROJECT as originally presented to the CITY.

8 Eligible Expenses: The parties agree that all expenses the GRANTEE incurs that are directly related to the Project, including both hard and soft costs, are eligible for reimbursement, provided adequate documentation accompanies the reimbursement request in the form of approved invoices, verified payment requests, and/or check vouchers and provided that funding is available. For purposes of this Agreement, Project-related hard costs that may be reimbursed shall be defined to mean and include fees for labor, materials, supplies, equipment, supervisory personnel, required insurance and bonding, and/or the provision or installation of furnishings, fixtures and equipment. Project-related soft costs that may be reimbursed shall be defined to mean and include fees for, professional engineers, architects, landscape architects, surveyors, mapping, other bona fide design professionals, permitting, geotechnical testing and the Grantee's associated administrative costs.

9 Reimbursement Requests:

- 9.1 The Reimbursement request will be payable following the execution of this Agreement.
- 9.2 GRANTEE shall submit a detailed invoice or reimbursement request, as required by Section 3.1, which complies with Florida's Prompt Payment Act §218.70, Fla Stat. (2004) to the CITY for all Eligible Expenses relating to the WORK performed during the preceding period, along with reasonable substantiating documentation as requested by the DIRECTOR, including, without limitation, copies of invoices and proof of payment from a bank. Provided the WORK has been performed, the CITY shall make payment within forty-five (45) days after the date the CITY receives a completed reimbursement request including a sufficiently detailed invoice.
- 9.3 DIRECTOR, in his/her sole discretion, may approve advance payments to GRANTEE of

not more than 10% of the available balance of the CITY FUNDING AMOUNT upon receipt of written request justifying, in DIRECTOR'S sole opinion, the need for such advance payment. A percentage of all advance payments shall be deducted from all subsequent reimbursement requests until such time that the advance payment is covered 100%. Verification and substantiation as to the use of all advance payments shall be as stated above. The DIRECTOR has the right to retain a portion of the CITY FUNDING AMOUNT equal to all advance payments until such time as the advance payments are properly documented.

10 No damages for Delay: In the event of any delays to the PROJECT and/or WORK, GRANTEE's sole remedy shall be to seek an extension of time from the DIRECTOR. GRANTEE is not entitled to delay damages under this Agreement or under any related agreement with the CITY. The CITY will not be liable for any delay damages or damages in any way attributable to performing work out of sequence, acceleration claims, Eichlea formula claims, or other similar type claims, work slow downs, inefficiencies, sequencing issues, strikes, lockouts, reduced productivity, or even Acts of God.

11 Insurance and Bonding:

Insurance: The CITY's Risk Management Administrator reserves the right to require GRANTEE, or Grantee's Contractor, prior to commencing the WORK, to provide the CITY's Risk Management Administrator with evidence, consisting of certificates or policies of insurance documenting: (a) builder's risk insurance (applicable for construction projects only); and (b) general liability insurance, (c) professional liability insurance. The CITY of Miami shall be a named insured on all liability policies relating to the WORK except professional liability policies. See Exhibit C.

11.2 Payment and Performance Bond: Where WORK includes the construction of improvements, prior to commencing the WORK, GRANTEE and/or GRANTEE'S Contractor shall provide to the CITY's Risk Management Administrator a copy of the Payment and Performance Bond from the general contractor in substantially the form prescribed for a public construction bond by Section 255.05, Fla. Stat. (2004). The CITY shall be a named obligee on the Payment And Performance Bond required by this section which shall be in an amount not less than the CITY FUNDING AMOUNT allocated for those improvements. As allowed under the provisions of §255.05(7), Florida Statutes (2004) the CITY'S Risk Management Administrator may, in writing, decide to accept

an alternative form of security in lieu of the Payment and Performance Bond, in such form and amounts as may be reasonably required by the CITY's Risk Management Administrator.

11.3 The CITY's Risk Management Administrator shall be given at least 30 days prior written notice of any cancellation, lapse, or material modification of said insurance coverage and/or bond.

12 Indemnity: The GRANTEE and GRANTEE'S Contractor shall indemnify, defend and hold harmless at its own cost expense, the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' 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 this agreement by the GRANTEE or its employees, agents, servants, partners, principals, General Contractor or subcontractors. The GRANTEE and GRANTEE'S 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 attorneys' fees which may issue thereon.

13 Audit Rights: Pursuant to the applicable provisions of §18-100 to §18-102 of the Code of the CITY of Miami, as amended from time to time which are deemed as being incorporated by reference herein, the CITY may audit GRANTEE'S and GRANTEE'S Contractor records relating to this Agreement, during regular business hours, at a location within the CITY of Miami during the term of this Agreement and for three (3) years thereafter.

14 Compliance With Laws: GRANTEE, the GRANTEE'S Contractor and the CITY shall at all times comply with all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations, approved development orders, and written CITY of Miami Guidelines governing the design and construction of the Improvements and the granting of funds for use thereof.

15 Miscellaneous:

15.1 Enforcement. The provisions of this Agreement may be enforced in Miami Dade County by all appropriate actions in law and in equity by any party to this Agreement. In order to expedite the conclusion of the actions brought pursuant to this Agreement, the parties, their successors and assigns will not demand jury trial nor file permissive counterclaims outside the bounds of this

Agreement in such actions. Each party shall bear their own respective attorney's fees. A court of competent jurisdiction may award court costs to a prevailing party.

15.2 Counterparts. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.

15.3 CITY Officials. The "CITY" is a municipal corporation, and the CITY Manager as its Chief Administrative Officer, or the DIRECTOR as the CITY Manager's designee, is empowered to make all decisions with regard to this Agreement on behalf of the CITY, unless otherwise provided by law or by resolution of the CITY Commission.

15.4 Successors and Assigns. This Agreement may not be assigned, sold, pledged, hypothecated or encumbered, in whole or in part to any third party or business entity, contract vendee, successor, assign or to an institutional lender providing funding for the PROJECT, without the prior approval of the Miami CITY Commission. The CITY is relying on the commitment, skill and reputation of GRANTEE in performing this work and may withhold or cancel funding in the event there is any assignment, pledge, sale or other disposition by GRANTEE without having first secured the approval of the CITY Manager or his designee, which may be unreasonably withheld or delayed.

15.5 Notices. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand (including recognized overnight courier services, such as Federal Express) or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the CITY Manager and/or Director of Capital Improvements Program ("CIP") for the CITY; and President/CEO of the GRANTEE as applicable at the address for such party set forth in the introductory paragraph to this Agreement (or to such other address as any party hereunder shall hereafter specify to the other in writing). GRANTEE'S General Contractor shall provide its Notice Address below with its acknowledgement.

15.6 Construction. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or

interpretation hereof. All of the parties to this Agreement have participated fully in the negotiation of this Agreement, and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

15.7 Exhibits. All of the Exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

15.8 Amendments; Termination. This Agreement may not be amended, modified or terminated except by written agreement of the parties hereto. Further, no modification or amendment, excepting a termination for cause by the CITY under Section 15.3 herein, shall be effective unless in writing and executed by the parties, employing the same formalities as were used in the execution of this Agreement.

15.9 OSHA. The GRANTEE warrants that it will require its general contractor to comply with all safety precautions as required by federal, state or local laws, rules, regulations and ordinances. The CITY reserves the right to refuse GRANTEE access to CITY property, including project jobsites, if GRANTEE's contractor's employees are not properly equipped with safety gear in accordance with OSHA regulations or if a continuing pattern of non-compliance with safety regulations is exhibited by GRANTEE's contractor.

15.10 ADA. In the course of providing any work, labor or services funded by the CITY, GRANTEE (or its agents and representatives, as applicable) shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") including Titles I & II of the ADA regarding non-discrimination on the basis of disability, and related regulations, guidelines and standards as appropriate. Additionally, GRANTEE will take affirmative steps to ensure non-discrimination in employment of disabled persons.

Default, Termination:

15.11 In the event of default, CITY shall suspend or withhold reimbursements from GRANTEE. The GRANTEE agrees to repay the CITY on or before thirty (30) days from the date the City Manager declares default of the Agreement that has not been cured to the satisfaction of the City Manager in accordance with Section 19.3 of this Agreement. In the event of default

the FUNDING AMOUNT will be considered a loan from the CITY and the CITY may institute any civil actions available by virtue of Florida law, including without limitation, moneys lent and/or open account, among others, to recover such funds. Any amounts not paid when due shall accrue interest at the highest rate permitted by Florida law.

15.12 Default, and subsequent termination for cause may include, without limitation, any of the following:

15.12.1 GRANTEE and/or GRANTEE'S Contractor fails to obtain the insurance or bonding herein required.

15.12.2 GRANTEE and/or GRANTEE'S Contractor fails to comply, in a substantial or material sense, with any of its duties under this Agreement, any terms or conditions set forth in this Agreement, or any Agreement it has with the CITY, its architect, engineer or contractor arising by virtue of this Agreement, beyond the specified period allowed to cure such default.

15.12.3 GRANTEE and/or GRANTEE'S Contractor fails to complete the Improvements in a timely manner as required by this Agreement.

15.13 Termination for Cause: Force Majeure. In the event of a default, which is not cured within ninety (90) days following the date of a written notice mailed as provided in Section 15.5, the parties shall have all rights and remedies provided by law or equity, subject to the limitations of this Agreement. The CITY Manager may grant additional extensions of not more than ninety (90) additional days each if such failure to cure is due to Force Majeure as that term is interpreted under Florida law.

15.14 This Agreement and/or the CITY's funding obligations under the Agreement may be terminated, for cause, at the option of and by the CITY Manager, if any default is not cured by GRANTEE or GRANTEE and/or GRANTEE'S Contractor does not comply with any material terms, covenants or condition provided herein within ninety (90) days from the date of a written notice from the CITY Manager; or when, in the opinion of the CITY Commission, termination is necessary to protect the interests of public health, safety or general welfare. This subsection shall not apply during any period of Force Majeure extension pursuant to Section 15.13.

15.15 The laws of the State of Florida shall govern this Agreement. Venue in any civil actions between the parties shall be in Miami-Dade County, Florida. In order to expedite the conclusion of any civil actions instituted by virtue of this Agreement the parties voluntarily and mutually waive their respective rights to demand a jury trial or to file permissive counterclaims in civil actions between them. Each party shall bear their own attorney's fees.

GRANTEE has authority of record pursuant to the attached Corporate Resolution, and all applicable laws of the State of Florida to act on behalf of and bind GRANTEE to every condition, covenant and duty set forth herein.

18 Contingency Clause: Funding for this Agreement is contingent on the availability of funds and of continued authorization for program activities and is subject to termination due to lack of funds or authorization, reduction of funds, and/ or change in laws or legal requirements.

16 No Third-Party Beneficiaries: Neither the CITY nor GRANTEE nor GRANTEE'S GENERAL CONTRACTOR intends to directly or substantially benefit a third-party by this Agreement. Therefore, the parties agree there are no third party beneficiaries to this Agreement and that no third-party shall be entitled to assert a claim against any of them based upon this Agreement.

19 Joint Preparation: Preparation of this Agreement has been a joint effort of the CITY and GRANTEE and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

17 Authority of GRANTEE Signatories and GENERAL CONTRACTOR'S Signatories: The undersigned executing this Agreement on behalf of

20 GENERAL CONTRACTOR: GENERAL CONTRACTOR has agreed to and acknowledges all of the foregoing provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written, which shall have an effective date of _____

WITNESS

GRANTEE, Dade Heritage Trust, Inc., a Florida Not-For-Profit Corporation

Signature

Signature

Print Name, Title

Judith Pruitt, President

ATTEST:

Grantee Corporate Secretary

(Affix Corporate Seal)

Acknowledged By:

GRANTEE'S GENERAL CONTRACTOR, Turn Key Construction, Inc., a Florida Corporation

WITNESS

Signature

Signature

Print Name, Title

Ray Tepper, President

ATTEST:

Notice Address:

GENERAL CONTRACTOR Corporate Secretary

(Affix Corporate Seal)

ATTEST:

CITY OF MIAMI, a municipal corporation of the State of Florida

Priscilla Thompson, City Clerk

Pedro G. Hernandez, City Manager

APPROVED AS TO INSURANCE REQUIREMENTS:

APPROVED AS TO LEGAL FORM AND CORRECTNESS

Lee Ann Brehm, Administrator
Risk Management Department

Jorge L. Fernandez, City Attorney

APPROVED AS TO CAPITAL IMPROVEMENT PROGRAM:

By Ola A. Aluko, CIP Director

EXHIBIT A

**EXHIBIT A: Old Miami High School in Southside Park
DETAILED PROJECT
INFORMATION**

ITEMIZED SCOPE OF WORK, PROJECT BUDGET, TIME OF COMPLETION

Submitted by: Dade Heritage Trust, Inc.
Date:

A PROJECT ELEMENT/TASK	Vendor	B CITY FUNDING AMOUNT	C OTHER SOURCES	D ESTIMATED COST	E DELIVERABLE	F ESTIMATED COMPLETION TIME
Architectural Design	W.B. Medellin, Architect, P.A.	\$0	\$40,730	\$40,730	100% Construction Documents	May, 2007
Administrative Management of Project	Dade Heritage Trust	\$TBD*	\$35,000	\$35,000	Negotiating and completing City agreement and paperwork, complying with insurance and other requirements, hiring and supervising contractor, preparing City progress reports, handling financial payments and reimbursement requests	September 2008
Stabilization and Restoration of Old Miami High in Southside Park	TurnKey Construction, Inc.	\$300,000	\$274,270	\$TBD**	See Exhibit C for itemization of construction costs	August 2008
Construction Contingency***	As Needed	\$55,000	\$0	\$55,000		
TOTAL ESTIMATED COST		\$355,000	\$350,000	\$705,000		

The Project Elements/Tasks listed above with an amount listed in Column B, CITY FUNDING AMOUNT, shall constitute the WORK; all items listed in Column A shall constitute the PROJECT.

* City funding of the Administrative Management of Project is contingent on availability of funds beyond construction costs. If funds permit, a portion of City grant funds may be utilized for this line item.

** The CITY, GENERAL CONTRACTOR and GRANTEE will work together to finalize the Guaranteed Maximum Price of the Construction.

*** These funds are to be expended at the CITY's sole discretion.

EXHIBIT B

ENABLING LEGISLATION

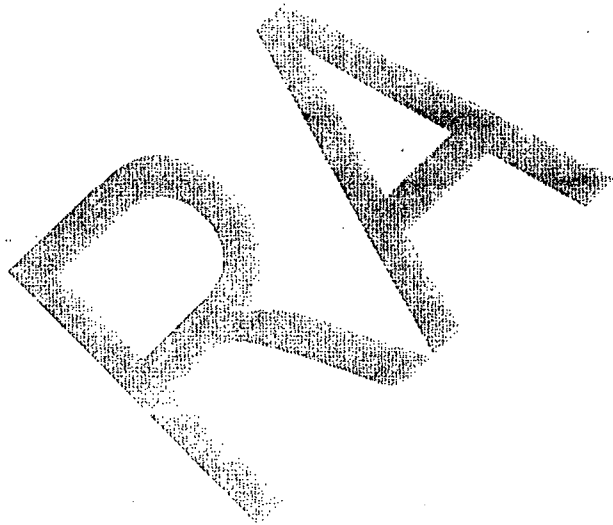
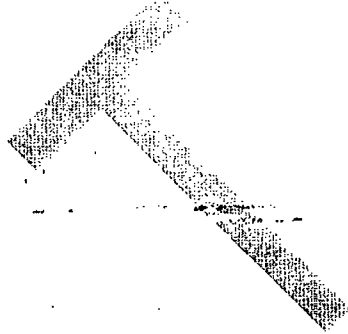


EXHIBIT C

PROJECT CONTRACTORS

William B. Medellin, Architect, P.A.
TurnKey Construction, Inc.

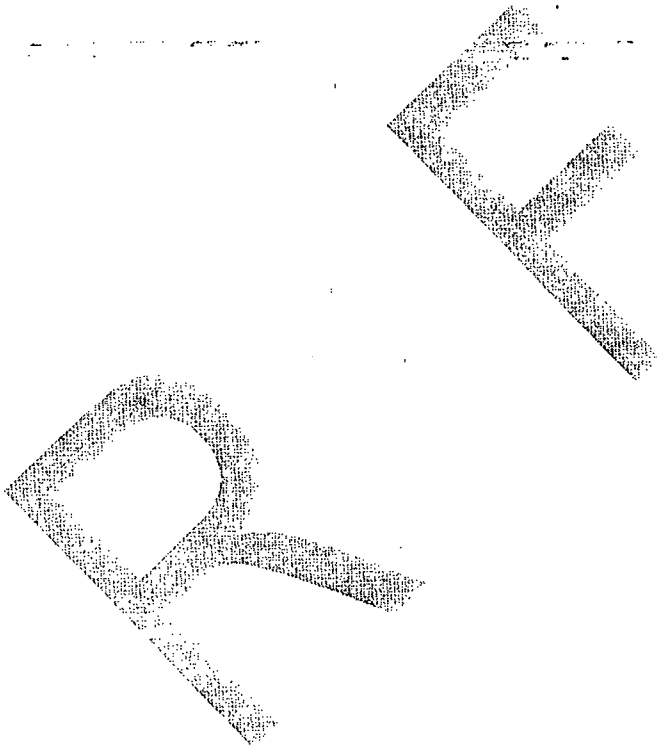


EXHIBIT D

INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE

I. Commercial General Liability

- A. Limits of Liability
- Bodily Injury and Property Damage Liability
Combined Single Limit
Each Occurrence \$1,000,000
 - General Aggregate Limit \$2,000,000
 - Products/Completed Operations
Aggregate Limit per project \$2,000,000
 - Personal and Advertising Injury \$1,000,000

B. Endorsements Required

- City of Miami included as an Additional Insured
- Employees included as insured
- Independent Contractors Coverage
- Contractual Liability
- Waiver of Subrogation
- Premises/Operations
- Care, Custody and Control Exclusion Removed
- Explosion, Collapse and Underground Hazard
- Incidental Medical Malpractice
- Loading and Unloading
- Mobile Equipment (Contractors Equipment) whether owned, leased, Borrowed, or rented by the contractor or employees of the contractor

II. Business Automobile Liability

- A. Limits of Liability
- Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto
Including Hired, Borrowed or Non-Owned Autos
Any One Accident \$1,000,000

B. Endorsements Required

- City of Miami included as an Additional Insured
- Employees included as insured
- Waiver of Subrogation

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

IV. Employer's Liability

Limits of Liability
\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

V. Umbrella Policy

Limits of Liability
Bodily Injury and Property Damage Liability

Combined Single Limit	\$1,000,000
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
Products/Completed Operations	
Aggregate Limit	\$2,000,000

VI. Owners Contractors Protective (applicable for Construction projects only)

Limits of Liability

Each Claim	\$1,000,000
Aggregate	\$1,000,000

VII. Professional Liability/Error's & Omissions Coverage

Combined Single Limit	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Deductible-Not to Exceed 10%	

VIII. Builders' Risk (applicable for Construction projects only)

Limits of Liability- to be determined by according the terms of the
Construction contract.

Endorsements Required

"All Risk Form
Non-Reporting Form-Completed Value
Specific Coverage (Project Location and Description)

- Loss or Damage to building material, and property of

every kind and description, including insured's property to be used in, or incidental to construction

- Business Interruption
- Boiler and Machinery
- Transit
- Foundation Coverage
- Scaffolding and Forms Coverage
- Plans, Blueprints, and Specifications coverage
- Collapse
- Flood, including inundation, rain, seepage, and water damage
- Earthquake
- Subsidence
- Windstorm including hurricane
- Freezing and Temperature Extremes or changes coverage
- Ordinance or buildings laws
- Theft or Burglary
- Coverage for loss arising out of Faulty Work or Faulty Materials
- Coverage for loss arising out of Design Error or Omission
- Testing
- Debris Removal
- Soft (Additional Financing) Costs Coverage
- Replacement Cost Valuation
- Coinsurance Requirements Waived
- Maintenance of Insurance Coverage through warranty period

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A" as to Management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

PREVIOUSLY APPROVED

1. - DATE: 2/4/03
NAME OF PROJECT: Miami High Bungalow
INITIATING DEPARTMENT/DIVISION: Historic Preservation, Parks & Recreation & C.I.P.
INITIATING CONTACT PERSON/CONTACT NUMBER: Sarah Eaton (305) 416-1409
C.I.P. DEPARTMENT CONTACT: Allan Poms (305) 416-1245
RESOLUTION NUMBER: 0-12197 CIP/PROJECT NUMBER: _____
ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

2. - BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: _____
SOURCE OF FUNDS: Historic Pres. Initiatives \$250,000 ACCOUNT CODE(S): CIP # 327001 - \$250,000.00
Non-Bonded Bond - \$120,000
private funds
If grant funded, is there a City match requirement? YES NO
AMOUNT: n/a EXPIRATION DATE: _____
Are matching funds Budgeted? YES NO Account Code(s): _____
Estimated Operations and Maintenance Budget ?

3. - SCOPE OF PROJECT:
Individuals / Departments who provided input: Allan Poms, Sarah Eaton, and Albert Ruder

DESCRIPTION OF PROJECT: Miami High Bungalow Relocation.

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/4/03
Approved by Bond Oversight Board (4-3) YES NO N/A DATE APPROVED: 2/18/03
Approved by Commission? YES NO N/A DATE APPROVED: 10-11-01
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. - CONCEPTUAL COST ESTIMATE BREAKDOWN
Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
DESIGN COST: _____
CONSTRUCTION COST: _____
Is conceptual estimate within project budget? YES NO
If not, have additional funds been identified? YES NO
Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. - REVISIONS TO ORIGINAL SCOPE
Individuals / Departments who provided input: _____

Justifications for change: _____
Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
Have additional funds been identified? YES NO
Source(s) of additional funds: _____

Time impact _____
Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. - COMMENTS: Pending a report from the Historic Preservation Section, Dade Heritage Trust and Parks Department at the next Bond Oversight Board meeting scheduled for 2/18/03. Bond Board feels the estimated cost \$700,000 is too much for this project. Board wants to have historic preservation plan for city-wide historic preservation. Last time Bond funds would be used for this project.

APPROVAL: [Signature] DATE: _____
BOND OVERSIGHT BOARD

CIP PROJECT: 327001

Homeland Defense/Neighborhood Improvement Bond

Historic Preservation Initiatives

Appropriations 326,351.00

Funding Sources:

Donations from Dade Heritage Trust	76,351.00
Capital Projects Revolving Account	100,000.00
Total:	\$ 3,426,351.00

Expenditures

Vendor/Description	Allocation	Contract Amount	Payments to Date	Contract Balance	Running Balance	Comments
Miami High bungalow architect's fee	67,500.00	67,500.00	-	67,500.00	3,426,351.00	Architect's fees were approved by reso.
Miami High bungalow relocation	258,851.00	-	-	-	3,426,351.00	
Miami High bungalow restoration	100,000.00	-	-	-	3,426,351.00	
Totals:	1,926,351.00	67,500.00	-	67,500.00	3,426,351.00	

Balance of Appropriations: \$ 1,500,000.00 \$ 3,358,851.00 \$ 3,426,351.00 \$ 3,358,851.00

SPECIALLY SCHEDULED PUBLIC HEARING ITEMS

5:00 P.M.

19. DISCUSSION CONCERNING THE ISSUE OF THE OLD MIAMI HIGH SCHOOL BUNGALOW BUILDING AND MOVING SAID STRUCTURE TO SOUTH SIDE PARK FOR RENOVATION AND USE BY THE COMMUNITY.

DISCUSSED

- 19A. RESOLUTION - (J-02-) - (AUTHORIZING THE ACCEPTANCE OF A DONATION)

R-02-1180

MOVED: SANCHEZ
SECONDED: GONZÁLEZ
UNANIMOUS

AUTHORIZING THE ACCEPTANCE OF A DONATION OF THE ORIGINAL MIAMI HIGH SCHOOL BUNGALOW, AS EVIDENCED BY A BILL OF SALE, IN SUBSTANTIALLY THE FORM ATTACHED, FROM KV BRICKELL PARTNERS, LTD., (THE "DONOR") TO THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE A WRITTEN ACKNOWLEDGMENT OF THIS SIGNIFICANT GIFT AND TO EXECUTE AN AGREEMENT WITH THE DONOR, IN SUBSTANTIALLY THE ATTACHED FORM, PROVIDING THE TERMS AND CONDITIONS FOR TRANSFER OF THE BUNGALOW BUILDING; FURTHER AUTHORIZING THE ACCEPTANCE OF THIRTY-FIVE THOUSAND DOLLARS (\$35,000) AND FORTY-ONE THOUSAND THREE HUNDRED FIFTY-ONE DOLLARS (\$41,351) IN DONATIONS FROM DADE HERITAGE TRUST ("DHT") FOR THE MOVING AND STABILIZATION OF THE BUNGALOW BUILDING; APPROVING THE PLACEMENT OF THE BUNGALOW BUILDING IN SOUTH SIDE PARK LOCATED AT 100 SOUTHWEST 11 STREET, MIAMI, FLORIDA.

J-01-856
10/11/01

12137

ORDINANCE NO. _____

AN EMERGENCY ORDINANCE OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE ISSUANCE, SUBJECT TO THE ELECTION HEREIN PROVIDED FOR, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$255,000,000 OF GENERAL OBLIGATION BONDS OF THE CITY OF MIAMI, FLORIDA, FOR HOMELAND SECURITY, NEIGHBORHOOD IMPROVEMENTS, CAPITAL PROJECTS AND INFRASTRUCTURE IMPROVEMENTS, WITH INTEREST PAYABLE AT RATES NOT TO EXCEED THE MAXIMUM RATE ALLOWED BY LAW; PROVIDING FOR THE LEVY AND COLLECTION OF AD VALOREM TAXES TO PAY SUCH BONDS PROVIDED THAT THE DEBT MILLAGE NOT EXCEED THE CURRENT RATE OF 1.218; MAKING PROVISIONS FOR HOLDING A SPECIAL MUNICIPAL ELECTION ON NOVEMBER 13, 2001, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE AT SAID ELECTION, WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; DESCRIBING THE REGISTRATION BOOKS AND RECORDS MAINTAINED UNDER THE PROVISIONS OF THE GENERAL LAWS OF FLORIDA AND CHAPTER 16 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, WHICH THE CITY HAS ADOPTED AND DESIRES TO USE FOR HOLDING SUCH SPECIAL MUNICIPAL ELECTION; DESIGNATING AND APPOINTING THE CITY CLERK AS THE OFFICIAL REPRESENTATIVE OF THE CITY COMMISSION WITH RESPECT TO THE USE OF SUCH REGISTRATION BOOKS AND RECORDS; AUTHORIZING AND DIRECTING THE CITY CLERK TO PUBLISH NOTICE OF THE ADOPTION OF THIS ORDINANCE AND THE PROVISIONS THEREOF PURSUANT TO APPLICABLE LAW; AND DIRECTING THE CITY CLERK TO CAUSE A CERTIFIED COPY OF THE HEREIN ORDINANCE TO BE DELIVERED TO THE SUPERVISOR OF ELECTIONS OF MIAMI-DADE COUNTY, FLORIDA, PURSUANT TO APPLICABLE LAW; CONTAINING A REPEALER PROVISION AND A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE COMMISSION OF THE CITY OF MIAMI,
FLORIDA:

Section 1. For the purpose of paying for homeland security, neighborhood improvements, capital projects and infrastructure improvements, with interest payable at rates not to exceed the maximum rate allowed by law, to be payable from ad valorem taxes to be levied on all taxable property in the City provided that the debt millage not exceed the current rate of 1.218, there shall be issued, under the authority of the Constitution and laws of the State of Florida, including particularly the Charter of the City and the Municipal Home Rule Powers Act (Chapter 166 of the Florida Statutes, as amended), and subject to the election hereinafter provided for, general obligation bonds of the City in an aggregate principal amount not exceeding Two Hundred and Fifty-Five Million Dollars (\$255,000,000).

Such bonds shall be in the denomination of \$5,000 each or any integral multiple thereof, shall bear interest at a rate or rates not exceeding the rate provided for by the Statutes of the State of Florida, shall be in such form and shall be executed by such officers of the City or any financial institution and in such manner, as the Commission shall provide by resolution adopted prior to the issuance of the bonds. The Bonds shall be issued as fully registered bonds; provided, however, that if those provisions of the federal law which presently require that tax-exempt bonds be issued in fully registered form, should at any time be amended, repealed or nullified, the bonds may then be issued as coupon bonds, or as

bonds registered as to principal only or as to both principal and interest, or in any other form consistent with applicable law, as the Commission shall provide by resolution prior to the issuance of the bonds.

Section 2. The principal of such bonds is to be due and payable at such time or times, not exceeding 30 years from the date hereof, but not longer than the probable life of any improvement for which the same are issued, as estimated by the Commission. The Commission may by resolution consolidate into a single issue all or any part of the bonds authorized.

Section 3. For the prompt payment of the principal of and the interest on such bonds, there shall be levied and collected annually an ad valorem tax upon all taxable property within the City, over and above all other taxes authorized to be levied by the City, sufficient to pay such principal and interest as the same respectively become due and payable.

Section 4. A special municipal election is called to be held on, Tuesday, the 13th day of November, 2001, from 7:00 A.M. until 7:00 P.M., for the purpose of submitting to the electors of the City, authorized by law to participate in such election, the question of whether such bonds shall be issued.

Section 5. Notice of the special municipal election to be held on Tuesday, November 13, 2001, shall be published in the MIAMI HERALD, THE HAITIAN TIMES AND DIARIO LAS AMERICAS, newspapers of general circulation in the City of Miami, Florida, at least twice, once in the fifth week and once in the third

week, prior to the week in which said election is to be held, the date of the first publication in each of said newspapers to be at least 30 days before said election, which notice shall be substantially in the following form:

"NOTICE OF SPECIAL MUNICIPAL ELECTION
TUESDAY, NOVEMBER 13, 2001
IN
THE CITY OF MIAMI, FLORIDA

As provided by Ordinance No. _____, duly adopted by the Commission of the City of Miami, Florida, an election will be held on Tuesday, November 13, 2001, from 7:00 A.M. until 7:00 P.M., for the purpose of submitting to the qualified electors of the City of Miami, Florida, the following question:

"Shall the City of Miami, Florida, issue General Obligation Bonds for homeland security, neighborhood improvements, capital projects and infrastructure improvements in an aggregate principal amount not exceeding \$255,000,000, with interest payable at rates not to exceed the maximum rate allowed by law, to be payable from ad valorem taxes to be levied on all taxable property in the City provided that the debt millage not exceed the current rate of 1.218?"

Ordinance No. _____ provides that for the prompt payment of the principal of and the interest on such bonds there shall be levied and collected annually an ad valorem tax upon all taxable property within the City of Miami, Florida, over and above all other taxes authorized to be levied by said City, sufficient to pay such principal and interest as the same respectively become due and payable.

The City of Miami shall be authorized to issue said bonds if the question for the issuance of said bonds shall be approved by a majority of the votes cast by the qualified electors of the City of Miami voting on such questions.

By order of the Commission of the City of Miami, Florida.

CITY CLERK

(Insert list of City of Miami Polling Places.)"
A list of City of Miami polling places follows:

Section 6. The election shall be held at the voting places in the precincts designated on Exhibit No. 1, attached and incorporated, or as may be designated by the Supervisor of Elections of Miami-Dade County, in conformity with the provisions of the general laws of the State. A description of the registration books and records which pertain to election precincts wholly or partly within the City and which the City is adopting and desires to use for holding such elections is as follows: all registration cards, books, records and certificates pertaining to electors of the City and established and maintained as official by the Supervisor of Elections of Miami-Dade County, in conformity with the provisions of the general laws of the State, are adopted and declared to be, and shall hereafter be recognized and accepted as, official registration cards, books, records and certificates of the City of Miami.

Section 7. The Precinct Election Clerks and Inspectors to serve at said polling places on said election date shall be designated by the Supervisor of Elections of Miami-Dade County, Florida, for such purposes in accordance with the general laws of the State. The registration books and records for the registration of persons qualified to vote in said elections shall be those maintained by the Supervisor of Elections of Miami-Dade County.

Section 8. For the purpose of enabling persons to register who are qualified to vote in said special municipal election to be held on November 13, 2001, and who have not

registered under the provisions of the general laws of Florida and Chapter 16 of the Code of the City of Miami, Florida, as amended, or who have transferred their legal residence from one voting precinct to another voting precinct in the City, they may register at the following place and times:

MIAMI-DADE COUNTY
ELECTIONS DEPARTMENT

111 Northwest 1st Street, Miami, Florida
Monday to Friday, inclusive: 8:00 A.M. - 5:00 P.M.

In addition to the above place and times, qualified persons may register at such branch offices and may also use any mobile registration van for the purpose of registration to vote in the herein described election during such times and on such dates as may be designated by the Supervisor of Elections of Miami-Dade County.

Section 9. The registration books and records, which pertain to election precincts wholly or partially within the City of Miami and which the City is adopting and desires to use for holding such special municipal election, are described as follows:

All registration cards, books, records and certificates pertaining to electors of the City of Miami and established and maintained as official by the Supervisor of Elections of Metropolitan Dade County, Florida, in conformity with the provisions of the general laws of the State of Florida, are hereby adopted and declared to be, and shall hereafter be

recognized and accepted as, official registration cards, books records and certificates of such City.

Section 10. The official ballot to be used at said election shall be in full compliance with the laws of the State of Florida with respect to absentee ballots and to the use of the Computer Election System (CES), and shall be in substantially the following form, to wit:

"OFFICIAL BALLOT
SPECIAL MUNICIPAL ELECTION
TUESDAY, NOVEMBER 13, 2001
FOR APPROVAL OR DISAPPROVAL OF THE
FOLLOWING BALLOT QUESTION

ORDINANCE AUTHORIZING
GENERAL OBLIGATION BONDS
FOR NEIGHBORHOOD AND OTHER
IMPROVEMENTS IN THE AMOUNT
OF \$255,000,000.

(For Bonds)

(Against Bonds)

"Shall the City of Miami, Florida, issue General Obligation Bonds for homeland security, neighborhood improvements, capital projects and infrastructure improvements in an aggregate principal amount not exceeding \$255,000,000, with interest payable at rates not to exceed the maximum rate allowed by law, to be payable from ad valorem taxes to be levied on all taxable property in the City provided that the debt millage not exceed the current rate of 1.218?"

Section 11. Electors desiring to vote for the bonds, in approval of said Question described above, shall be instructed to

punch straight down with the stylus through the hole next to the word "FOR" within the ballot frame containing the statement relating to said Question. Electors desiring to vote against the bonds, in disapproval of said Question, shall be instructed to punch straight down with the stylus through the hole next to the word "AGAINST" within the ballot frame containing the statement relating to said Question.

Section 12. The City Clerk shall cause to be prepared absentee ballots containing the Question set forth in Section 10 above for the use of absent electors entitled to cast such ballots in said election.

Section 13. WALTER J. FOEMAN, the City Clerk of the City of Miami, Florida, or his duly appointed successor, is designated and appointed as the official representative of the Commission of the City of Miami, Florida, in all transactions with the Supervisor of Elections of Miami-Dade County in relation to matters pertaining to the use of the registration books for the holding of the herein special municipal election.

Section 14. The City Clerk shall cause to be prepared absentee ballots for the use of absentee electors entitled to cast such ballots in said election.

Section 15. All qualified electors of said City shall be permitted to vote in said special municipal election and the Supervisor of Elections of Miami-Dade County is requested, authorized, and directed to furnish, at the cost and expense of the City of Miami, a list of all qualified electors residing in

the City of Miami as shown by the registration books and records of the Office of said Supervisor of Elections and duly certify the same for delivery to and for use by the election officials designated to serve at the respective polling places in said election precincts.

Section 16. The City Clerk is authorized and directed to cause a certified copy of this Ordinance to be delivered to the Supervisor of Elections of Miami-Dade County pursuant to applicable law.

Section 17. This Ordinance shall go into effect immediately upon its passage and shall not be subject to the right of referendum as an ordinance.

Section 18. All ordinances or parts of ordinances that are inconsistent or in conflict with the provisions of this Ordinance are repealed.

Section 19. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

Section 20. This Ordinance is declared to be an emergency measure on the grounds of urgent public need for the preservation of peace, health, safety, and property of the City of Miami, and upon the further grounds of the necessity to generally carry on the functions and duties of municipal affairs.

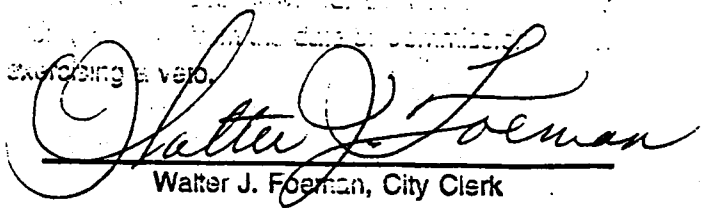
Section 21. The requirement of reading this Ordinance on two separate days is dispensed with by an affirmative vote of not less than four-fifths of the members of the Commission.

Section 22. This Ordinance shall become effective immediately upon its adoption and signature of the Mayor.^{1/}

PASSED AND ADOPTED BY TITLE ONLY this 11th day of October, 2001.

JOE CAROLLO, MAYOR


In accordance with Miami Code Sec. 2-39, since the Mayor did not indicate approval of this Ordinance by the date provided, said Ordinance shall become effective with the City Commission's approval regarding same, without the Mayor exercising a veto.

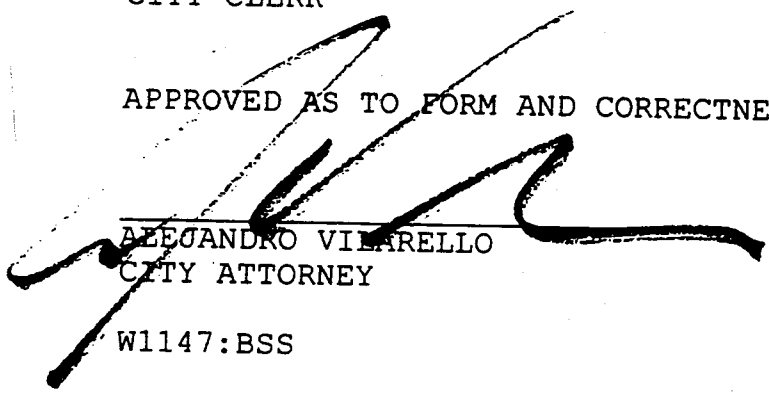


Walter J. Foeman, City Clerk

ATTEST:

WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS: 



ALEJANDRO VILARELLO
CITY ATTORNEY

W1147:BSS

^{1/} If the Mayor does not sign this Ordinance, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Ordinance, it shall become effective immediately upon override of the veto by the City Commission.

PROPOSED GENERAL OBLIGATION BOND ISSUE
PROJECTS LIST

PUBLIC SAFETY

Homeland Defense Preparedness Initiative	\$	11,000,000		
Neighborhood Fire Stations and Training Facility	\$	10,000,000		
Police Training Facility	\$	10,000,000		
			\$ 31,000,000	12%

PARKS AND RECREATION

Little Haiti Park	\$	25,000,000		
Virginia Key Park Improvements	\$	5,000,000		
Bicentennial Park Improvements	\$	10,000,000		
Jose Marti/East Little Havana Parks Expansion	\$	5,000,000		
Margaret Pace Park Improvements	\$	4,000,000		
Soccer Complex Development	\$	10,000,000		
Citywide Waterfront Improvements	\$	10,000,000		
Marine Stadium Renovation	\$	2,000,000		
Neighborhood Park Improvements and Acquisition	\$	31,000,000		
Fern Isle Cleanup and Renovation	\$	9,000,000		
Orange Bowl	\$	16,000,000		
			\$ 127,000,000	50%

STREETS AND DRAINAGE

Flagami Storm Water Mitigation	\$	10,000,000		
Grand Avenue Improvements	\$	3,000,000		
Model City Improvements	\$	6,000,000		
Coral Way Improvements	\$	3,000,000		
Calle Ocho Improvements	\$	6,000,000		
NE 2nd Avenue Improvements (36th Street to 78th Street)	\$	6,000,000		
Design District/FEC Corridor Improvements	\$	10,000,000		
Downtown Infrastructure Improvements	\$	10,000,000		
			\$ 54,000,000	21%

QUALITY OF LIFE

Quality of Life (\$5 Million Capital Improvements/District)	\$	25,000,000		
Greenways	\$	2,000,000		
Museum of Science	\$	3,500,000		
Museum of Art	\$	3,500,000		
Neighborhood Gateways	\$	4,000,000		
			\$ 38,000,000	15%

HISTORIC PRESERVATION

Historic Preservation Initiative	\$	5,000,000		2%
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TOTAL PROPOSED BOND PROGRAM	\$	255,000,000		100%
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Detail on Parks Improvements¹**Allapattah NET Area****Allapattah Mini****\$ 50,000**

Playground Equipment & Court Upgrades

Curtis**\$1.35 Million**

Playground Equipment

Swimming Pool Improvements

Park Community/Recreation Building Improvements/Expansion

Sports Turf; Irrigation/Landscaping Court Upgrades; Site Furnishings

Duarte**\$800,000**

Playground Equipment

Park Community/Recreation Building Improvements/Expansion

Sports Turf Upgrades; Irrigation/Landscaping Court Upgrades; Site Furnishings

Moore**\$1.1 Million**

Playground Equipment

Park Community/Recreation Building Improvements/Expansion

Sports Turf; Irrigation/Landscaping Court Upgrades; Site Furnishings

New Day Care Center Building

Melrose**\$ 45,000**

Playground Equipment & Court Upgrades

Pine Heights**\$ 30,000**

Playground Equipment

Coral Way NET Area**Douglas****\$400,000**

Playground Equipment

Park Community/Recreation Building Improvements/Expansion

Sports Turf; Irrigation/Landscaping Court Upgrades; Site Furnishings

Bryan**\$ 60,000**

Playground Equipment & Court Upgrades

Shenandoah**\$1.35 Million**

Playground Equipment

Swimming Pool Improvements

Sports Turf; Irrigation/Landscaping Court Upgrades; Site Furnishings

New Day Care Center Building

Downtown NET Area**Lummus** \$500,000

Playground Equipment

Park Community/Recreation Building Improvements/Expansion

Picnic Shelters & Site Furnishings

Southside \$ 60,000

Playground Equipment & Court Upgrades

East Little Havana NET Area**Jose Marti** \$1.35 Million

Playground Equipment

Swimming Pool Improvements

Park Community/Recreation Building Improvements/Expansion

Sports Turf; Irrigation/Landscaping Court Upgrades; Site Furnishings

Domino Park \$100,000

Shelter/Bathroom Renovations

Henderson \$ 300,000

Playground Equipment & Court Upgrades

New Bathroom Buildings

Riverside \$200,000

Playground Equipment

Sports Turf; Irrigation/Landscaping Court Upgrades

Triangle \$ 50,000

Playground Equipment & Court Upgrades

Grove Mini \$ 40,000

Playground Equipment

Flagami NET Area**Robert King High** \$1.1 Million

Playground Equipment

Park Community/Recreation Building Improvements/Expansion

Sports Turf; Irrigation/Landscaping Court Upgrades; Site Furnishings

Kinloch \$800,000

Playground Equipment

Park Community/Recreation Building Improvements/Expansion

Sports Turf; Irrigation/Landscaping Court Upgrades; Site Furnishings

West End	\$1.35 Million
Playground Equipment	
Swimming Pool Improvements	
Park Community/Recreation Building Improvements/Expansion	
Sports Turf; Irrigation/Landscaping Court Upgrades; Site Furnishings	
Grapeland	\$1.3 Million
Playground Equipment	
Park Community/Recreation Building Improvements/Expansion	
Stephen P. Clark Building Renovations	
Sports Turf; Irrigation/Landscaping Court Upgrades; Site Furnishings	
Maceo	\$ 60,000
Playground Equipment & Site Furnishings	
Bay of Pigs	\$ 40,000
Playground Equipment	
<u>Little Haiti NET Area</u>	
Range	\$1.35 Million
Playground Equipment	
Swimming Pool Improvements	
Park Community/Recreation Building Improvements/Expansion	
Sports Turf; Irrigation/Landscaping Court Upgrades; Site Furnishings	
Lemon City	\$ 60,000
Playground Equipment; Site Furnishings; Court Upgrade	
Buena Vista	\$ 60,000
Playground Equipment; Site Furnishings; Court Upgrade	
Oakland Grove	\$ 15,000
Playground Equipment	
Pullman Mini	\$ 35,000
Playground Equipment	
North Bay Vista	\$ 30,000
Playground Equipment	

Model City NET Area**Hadley****\$1.35 Million**

Playground Equipment

Swimming Pool Improvements

New Small Bathroom Building

Sports Turf; Irrigation/Landscaping Court Upgrades; Site Furnishings

Walking/Exercise Path

African Square**\$500,000**

Playground Equipment

Park Community/Recreation Building Improvements/Expansion

Court Upgrades & Site Furnishings

Belafonte-Tacolcy**\$300,000**

Playground Equipment

Park Community/Recreation Building Improvements/Expansion

Court Upgrades & Site Furnishings

Crestwood**\$ 45,000**

Playground Equipment & Court Upgrades

Miller Dawkins**\$ 45,000**

Playground Equipment

West Buena Vista**\$ 30,000**

Playground Equipment

North/East Coconut Grove NET Area**Wainwright****\$ 75,000**

Playground Equipment

Court Upgrades & Site Furnishings

Kennedy**\$600,000**

Playground Equipment

Restroom Building Improvements

Walking & Boardwalk Renovations

Irrigation, Landscaping, Sodding Upgrades; Site Furnishings

Peacock**\$800,000**

Playground Equipment

Park Community/Recreation Building Improvements/Expansion

Sports Turf; Irrigation/Landscaping Court Upgrades

Boardwalk Renovations; Site Furnishings

Marjorie Stoneman Douglas	
Playground Equipment	\$ 60,000
Site Furnishings	
Blanche	
Playground Equipment	\$ 45,000
Court Upgrades	
Kirk Munroe	\$ 70,000
Court Upgrades	
<u>Overtown NET Area</u>	
Dorsey	\$500,000
Playground Equipment	
Park Community/Recreation Building Improvements/Expansion	
Sports Turf; Irrigation/Landscaping Court Upgrades; Site Furnishings	
Williams	\$1.35 Million
Playground Equipment	
Swimming Pool Improvements	
Park Community/Recreation Building Improvements/Expansion	
Sports Turf; Irrigation/Landscaping Court Upgrades; Site Furnishings	
Gibson	\$1.35 Million
Playground Equipment	
Swimming Pool Improvements	
Park Community/Recreation Building Improvements/Expansion	
Sports Turf; Irrigation/Landscaping Court Upgrades; Site Furnishings	
Reeves	\$300,000
Playground Equipment	
Park Community/Recreation Building Improvements/Expansion	
Court Upgrades & Site Furnishings	
Town	\$ 45,000
Playground Equipment	
Rainbow Village	\$ 45,000
Playground Equipment	

South/West Coconut Grove NET Area**Virrick** **\$1.35 Million**

Playground Equipment

Swimming Pool Improvements

Park Community/Recreation Building Improvements/Expansion

Armbrister **\$800,000**

Playground Equipment

Park Community/Recreation Building Improvements/Expansion

Sports Turf; Irrigation/Landscaping Court Upgrades; Site Furnishings

Merrie Christmas **\$ 60,000**

Playground Equipment & Site Furnishings

Billy Rolle Mini-Park **\$ 50,000**

Shelter/Bathroom Renovations

Upper Eastside NET Area**Morningside** **\$1.35 Million**

Playground Equipment

Swimming Pool Improvements

Park Community/Recreation Building Improvements/Expansion

Sports Turf; Irrigation/Landscaping Court Upgrades

Restroom & Concession Building Renovations; Site Furnishings

Legion **\$ 150,000**

Playground Equipment & Site Furnishings

Parking Lot Renovations

Eaton **\$ 50,000**

Playground Equipment & Site Furnishings

Belle Meade Mini **\$ 45,000**

Playground Equipment

West Little Havana NET-Area**Coral Gate** **\$500,000**

Playground Equipment

Park Community/Recreation Building Improvements/Expansion

Sports Turf; Irrigation/Landscaping Court Upgrades; Site Furnishings

Fern Isle	\$300,000
Playground Equipment	
Sports Turf; Irrigation/Landscaping Court Upgrades	
Site Furnishings; Small Bathroom/Office Renovation	
Sewell	\$300,000
Playground Equipment & Site Furnishings	
Bathroom Renovation	
<u>Wynwood/Edgewater NET Area</u>	
Clemente	\$1.1 Million
Playground Equipment	
Park Community/Recreation Building Improvements/Expansion	
Sports Turf; Irrigation/Landscaping Court Upgrades; Site Furnishings	
Biscayne	\$150,000
Playground Equipment	
Sports Turf; Irrigation/Landscaping Court Upgrades	
Site Furnishings	

ⁱ Individual park allocation may change based on community input process.

Parks Detail

Attachment I (Cont'd)
10/12/2001

ALLAPATTAH NET AREA

Allapattah Mini Park	\$	50,000	
Curtis Park		1,350,000	
Duarte		800,000	
Moore		1,100,000	
Melrose		45,000	
Pine Heights		30,000	
			\$ 3,375,000

CORAL WAY NET

Douglas	\$	400,000	
Bryan		60,000	
Shenandoah		1,350,000	
			\$ 1,810,000

Downtown NET Area

Lummus	\$	500,000	
Southside		60,000	
			\$ 560,000

EAST LITTLE HAVANA NET

Jose Marti	\$	1,350,000	
Domino		100,000	
Henderson		300,000	
Riverside		200,000	
Triangle		50,000	
Grove Mini		40,000	
			\$ 2,040,000

FLAGAMI NET AREA

Robert King High	\$	1,100,000	
Kinloch		800,000	
West End		1,350,000	
Grapeland		1,300,000	
Maceo		60,000	
Bay of Pigs		40,000	
			\$ 4,650,000

LITTLE HAITI NET AREA

Range	\$	1,350,000	
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Parks Detail

Attachment I (Cont'd)
10/12/2001

Lemon City	60,000	
Buena Vista	60,000	
Oakland Grove	15,000	
Pullman Mini	35,000	
North Bay Vista	30,000	
		\$ 1,550,000

MODEL CITY NET AREA

Hadley	\$ 1,350,000	
African Square	500,000	
Belafonte-Tacolcy	300,000	
Crestwood	45,000	
Miller Dawkins	45,000	
West Buena Vista	30,000	
		\$ 2,270,000

NORTH/EAST COCOUNT GROVE NET AREA

Wainwright	\$ 75,000	
Kennedy	600,000	
Peacock	800,000	
Marjorie Stoneman Douglas	60,000	
Blanche	45,000	
Kirk Munroe	70,000	
		\$ 1,650,000

OVERTOWN NET AREA

Dorsey	\$ 500,000	
Williams	1,350,000	
Gibson/Range	1,350,000	
Reeves	300,000	
Town	45,000	
Rainbow Village	45,000	
		\$ 3,590,000

SOUTH/WEST COCONUT GROVE NET AREA

Virrick	\$ 1,350,000	
Armbrister	800,000	
Merrie Christmas	60,000	
Billy Rolle Mini-Park	50,000	
		\$ 2,260,000

Parks Detail

Attachment I (Cont'd)

10/12/2001

UPPER EASTSIDE NET AREA

Morningside	\$	1,350,000	
Legion		150,000	
Eaton		50,000	
Belle Meade Mini		45,000	
			\$ 1,595,000

WEST LITTLE HAVANA NET AREA

Coral Gate	\$	500,000	
Fern Isle		300,000	
Sewell		300,000	
			\$ 1,100,000

WYNWOOD/EDGEWATER NET AREA

Clemente	\$	1,100,000	
Biscayne		150,000	
			<u>\$ 1,250,000</u>

Total Neighborhood Parks Improvements	\$	27,700,000	
Total Contingency & Acquisition Funding Pool	\$	<u>3,300,000</u>	
	\$		<u>31,000,000</u>



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 10/27/04 DISTRICT: 3
 NAME OF PROJECT: MIAMI RIVER GREENWAY REGULATORY GUIDELINES-PROFESSIONAL CONSULTING SERVICES
 INITIATING DEPARTMENT/DIVISION: Capital Improvements
 INITIATING CONTACT PERSON/CONTACT NUMBER: Enrique Nunez (305) 416-1419 Planning & Zoning
 C.I.P. DEPARTMENT CONTACT: Dianne Johnson 416-1285/ Kevin Brown 416-1090
 RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 341211
 ADDITIONAL PROJECT NUMBER: B-40685

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$75,000 (1 Mil 1st Series allocation, Total \$2,000,000 Greenway Bond Allocation, (Estimated balance is \$675,000,000))
 SOURCE OF FUNDS: Homeland Defense Neighborhood Improvement Bonds - Greenways
 ACCOUNT CODE(S): CIP # 341211

If grant funded, is there a City match requirement? YES NO Not applicable
 AMOUNT: _____ EXPIRATION DATE: _____
 Are matching funds Budgeted? YES NO Account Code(s): _____
 Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Enrique Nunez (305) 416-1419

DESCRIPTION OF PROJECT: The scope for the preparation of Regulatory Guidelines is to establish a set of standards for Greenway which create a consistent theme, character, appearance and quality that is unique to the Greenway and can be implemented as property is developed incrementally by different parties over time.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 10/19/04
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 10/27/04
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
 DESIGN COST: _____
 CONSTRUCTION COST: _____
 Is conceptual estimate within project budget? YES NO
 If not, have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____
 Justifications for change: _____
 Description of change: _____
 Fiscal Impact YES NO HOW MUCH? _____
 Have additional funds been identified? YES NO
 Source(s) of additional funds: _____
 Time impact _____
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: Regulatory Guidelines documents to be adopted by City Commission. It should also streamline design issues on private and public projects.

APPROVAL:
 BOND OVERSIGHT BOARD DATE: 10/27/04

Enclosures: Back-Up Materials YES NO



City of Miami
Department of Capital Improvements
PROJECT ANALYSIS FORM

Revision No.: _____

Emergency:

Project Name: Miami River Greenway Regulatory Guidelines

Project Location: Miami River Corridor **Project Number:** B-40685

Initiating Dept.: Department of Planning & Zoning **Commissioner District:** 1,2,3,5

Account Number: _____ **Amount:** _____ **Project Budget:** \$75,000.00

Account Number: _____ **Amount:** _____ **Appropriated:** _____

Account Number: _____ **Amount:** _____ **Allocated:** _____

PROJECT FUNDS ALLOCATION

<u>DESIGN PHASE</u>		
A. A/E Design:		
1	Basic Fees (10% - 15% of C1)	N/A \$75,000.00
2	Additional Services (≥ 5% of A1)	0% \$0.00
3	Miscellaneous Services (0.5% - 5% of C1)	0% \$0.00
4	CIP Production Management (2% - 5% of C1)	0% \$0.00
B. In-House Design		
1	Basic Fees (5% - 10% of C1)	0% \$0.00
2	Miscellaneous Services (0.5% - 5% of C1)	0% \$0.00
** DESIGN PHASE TOTAL:		\$75,000.00
<u>CONSTRUCTION PHASE</u>		
C. Construction:		
1	Construction Estimate:	
2	Contingency Allowance: (5% - 10% of C1)	0% \$0.00
3	Permit Fees: (3% - 5% of C1)	0% \$0.00
4	Other Agency Fees: (2% - 3% of C1)	0% \$0.00
5	Telecommunications:	
6	Utilities:	
7	Establishment:	
Construction Total:		\$0.00
D. Construction Administration Management		
Const. Adm. Mgmt. Total: (5% - 7% of C1)		0% \$0.00
E. Furnishings:		
1	Flooring (if N.I.C.)	
2	Fixtures, Furniture and Equip.: (5% - 7% of C1)	0% \$0.00
3	Information Services:	
4	Accessories: (1% - 2% of C1)	0% \$0.00
Furnishings Total:		\$0.00
F. Miscellaneous Construction Costs:		
1	Site Acquisition	
2	Miscellaneous Construction	
Miscellaneous Construction Cost Total:		\$0.00
** CONSTRUCTION PHASE TOTAL:		\$0.00
** TOTAL ESTIMATED PROJECT COST:		\$75,000.00

PROJECT SCOPE IDENTIFICATION

The scope for the preparation of Regulatory Guidelines to establish a set of standards for Greenway which create a consistent theme, character, appearance and quality that is unique to the Greenway and can be implemented as property is developed incrementally by different parties over time.

Homeland Defense Bond Funds

FUNDING SOURCES

<u>Homeland defense Fund</u>	Amount:	<u>\$75,000.00</u>
<u>Requires B.O.B. approval</u>	Amount:	_____
_____	Amount:	_____

Project Manager / Ext.: Kevin Brown / 1090 *K. Brown* **Date:** July 7, 2004

Reviewed by: _____ **Date:** 7-16-04

Reviewed by: _____ **Date:** _____

Accepted by: _____ **Date:** _____

Director of the Initiating Department



JOE ARRIOLA
City Manager

July 20, 2004

Mr. Steven E. Lefton
Managing Partner
Kimley-Horn and Associates
420 Lincoln Road, Suite 353
Miami Beach, FL. 33139

Re: **WORK ORDER AUTHORIZATION NO. 02: Proposal for Landscape Architectural Services**
Miami River Greenway Regulatory Guidelines , B-40685

Dear Mr. Lefton :

This work order is for the provision of Landscape Architectural services for The Miami River Greenway Regulatory Guidelines, hereinafter referred to as "Project", pursuant to the Professional Service Agreement for Landscape Architectural services, dated June 3, 2004, between the City of Miami and Kimley-Horn and Associates, Inc.

I. Scope of Services

The scope of services are detailed in Attachment A; attached hereto and made a part hereof.

II. Time of Performance

The schedule for performance of the work is included in Attachment A. The completion date schedule shall be adjusted to reflect the date of the written notice to proceed.

III. Compensation

The work will be performed for a fee guaranteed not to exceed the sum of \$74,863.00, as further detailed in Attachment A. The City shall not be liable for any cost, fee, or expenditure above the amounts set forth in this section. The above quoted fee includes an allowance for reimbursable expenses that comply with the requirements of the Agreement. Any eligible reimbursable expenses shall conform to the limitations of Florida Statue § 112.061.

IV. Sub-Consultants

The below listed sub-consultants are approved to work with Consultant as specified in the governing agreement.

Yazi, Inc.

City of Miami



JOE ARRIOLA
City Manager

V. Budget and Funding

This work will be funded through the Homeland Defense Fund. An estimated construction cost of \$0.00 has been established for this project. Additional expenses, including design, construction inspections, and project administration bring the total budget of this project to \$74,863.

VI. OSHA (and ADA) Compliance

The Consultant will allow City inspectors, agents or representatives the ability to monitor its compliance with safety precautions as required by federal, state or local laws, rules, regulations and ordinances. By performing these inspections the City, its agents, or representatives are not assuming any liability by virtue of these laws, rules, regulations and ordinances. The Consultant shall have no recourse against the City, its agents, or representatives from the occurrence, non-occurrence or result of such inspection(s). Upon issuance of a notice to proceed, the Consultant shall contact the Risk Management Department at (305) 416-1800 to schedule the inspection(s).

The Consultant shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor or services funded by the City including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines and standards. Additionally, Consultant shall take affirmative steps to ensure nondiscrimination in employment of disabled persons.

VII. Documents Attached and/or Incorporated By Reference

The Work Order is deemed to incorporate by reference the terms and conditions of the documents identified below. The undersigned will perform this work in compliance with the provisions of those documents.

1. Attachment A – Work Order Proposal for the Project dated July 7, 2004 from Kimley-Horn and Associates, Inc. , including all Exhibits thereto.
2. The Professional Services Agreement for Landscape Architectural services between Kimley-Horn and Associates Inc. and the City of Miami dated June 3, 2004 .

Authorized by:

Mary H. Conway Date 8/13/04
for Jorge C. Cano, P.E.
C.I.P. Deputy Director

Accepted and Approved by:

Steven E. Leffon Date 8/4/04
Steven E. Leffon, ASLA, AICP
Managing Partner

July 21, 2004

WORK ORDER No. 02

Page 3

City of Miami



JOE ARRIOLA
City Manager

[Signature]
Witness

Date 7/22/04

[Signature]
Witness

Date 7-22-04

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

INSURANCE REQUIREMENT APPROVED:

[Signature]
Maria J. Chiare, Interim City Attorney

APPROVED
[Signature]
Dania F. Carillo, Administrator, Risk Management

JCC/DEJ/JBO/EDN/KAB
[Signature]



Kimley-Horn
and Associates, Inc.

July 7, 2004

Mr. Enrique Nunez, ASLA
City of Miami
Planning Department
444 SW 2nd Avenue
3rd Floor
Miami, FL 33130

*Re: Professional Consulting Services-
Miami River Greenway Regulatory Guidelines*

Dear Mr. Nunez,

Urban Resource Group a division of Kimley-Horn and Associates, Inc. (hereinafter referred to as "Consultant" or "URG") is pleased to submit this Work Order Proposal to provide professional consulting services to the City of Miami (hereinafter referred to as "City") for the preparation of a Regulating Plan consisting of Design Standards and Regulatory Guidelines for the development of a Miami River Greenway System (hereinafter referred to as "Regulating Guidelines") within the City of Miami's jurisdictional boundary. The term "Greenway" as used throughout shall refer to the proposed Miami River Greenway System, or individual segments or sections thereof.

SCOPE OF SERVICES

A. GENERAL SCOPE AND PROJECT UNDERSTANDING

1. Regulatory Guidelines Applicability and Purpose of Greenway

The Regulatory Guidelines prepared by Consultant are intended to apply to the entire corridor along the Miami River within the City, as defined and depicted in the Miami River Greenway Action Plan (hereinafter the "Plan"), adopted in principle by the City in May 2000. The Plan and current implementation efforts present the Greenway as a series of public trails, walkways, and bicycle paths that serve to connect hubs of activity within the River Corridor and to bring people to the water's edge at every possible opportunity. The hubs of activity are both of public and private developments, ranging from parks to office/commercial centers.

2. Foundation Documents

Consultant shall review and understand previously approved plans and documents that relate to and/or form the basis for the subject work. These documents include, but are not limited to existing City of Miami Design Standards and Guidelines for Baywalks and Riverwalks, the Miami River Greenway Action Plan, Schematic Design Documents and Preliminary (30%) Construction Documents prepared by Kimley-Horn and Associates, Inc. for the initial (2002-2005) phase of Greenway construction. Consultant shall additionally research, identify and analyze comparable design standards and guidelines currently in use by the City, other government agencies within South Florida, and the nation. Consultant shall inform itself of the City's current zoning, legal and other requirements that may affect the City's ability to successfully adopt and enforce the Regulatory Guidelines.



3. Purpose of Regulatory Guidelines

The City and Consultant concur that the purpose of the Regulatory Guidelines is to establish a set of standards for Greenway which create a consistent theme, character, appearance and quality that is unique to the Greenway and can be implemented as property is developed incrementally by different parties over time. The parties further concur that it is not the sole intent of these Regulatory Guidelines to regulate design, but to put in place a desired level of finish, palette of materials and consistency throughout the Greenway. Ultimately, the City, under the direction of the Planning & Zoning Department, intends to request that the City Commission adopt the Regulatory Guidelines as part of the City Code and/or Zoning Ordinance, as may be appropriate, so that the Regulatory Guidelines may effectively and legally steer the character of development of and relating to the Greenway.

4. Information Provided by the City

URG will coordinate with the Client on the specific information to be provided to URG by the Client. This information is anticipated to include:

- Existing survey or base information currently available for the study area.
- Copies of the City of Miami Design Standards and Guidelines for Baywalks and Riverwalks.

B. THE FORM OF THE GUIDELINES

1. General

The Regulatory Guidelines will be prepared in two (2) parts. The first part will focus on preparing standards for the various elements within the public right-of-way identified as the Greenway route in the Miami River Greenway Action Plan. The second part will focus on preparing standards for portions of the Greenway developed on both public and private property that lies directly on the River.

Consultant shall prepare the Regulatory Guidelines in sufficient detail to generally portray recommended dimensions, spacing, physical characteristics and quality of Greenway features, including, without limitation, pedestrian and bicycle pathways, sidewalks, promenades, plazas, riverwalks, crosswalks, on street parking configurations, transition areas, safety elements, lighting, landscaping, streetscape and site furnishings, signage, roadway configurations, and for properties that will have a Greenway directly on the river, at the water's edge, a conceptual site layout showing the relationship of Greenway to structures, building setbacks and suggested building frontage.

To the extent deemed necessary by the City Planning & Zoning Department, Consultant shall identify variations to the Regulatory Guidelines that may be applicable to particular areas or neighborhoods along the River, or may differentiate Regulatory Guidelines along the same lines identified in the Plan that is, Upper, Middle and Lower River areas. Variations in Regulatory Guidelines requested by the City after the 30% review shall be billed as additional services.

2. Right-of-Way Regulatory Guidelines

The Consultant will research, prepare and recommend a set of design standards and guidelines for the various elements identified in B1 above to be located within the public right-of-way to establish a cohesive design theme for the Greenway throughout the River Corridor.

- a. Project Map – The consultant will develop an illustrative project map that will identify the right-of-way which is subject to the proposed regulatory guidelines, and



will serve as a key map for the enlargement diagrams which will be developed as part of this scope.

- b. Typical Illustrative Enlargement Diagrams – The consultant will develop up to three (3) typical enlargement diagrams (one for each River Area, identified as the: Upper, Middle, and Lower River Areas) to illustrate the desired design intent of the Greenway elements. These diagrams will consist of a plan drawing and a cross section elevation drawing for each of River Area..

- c. Street and Site furniture – The consultant will develop a palette for each River Area including specifications and unit costs for the following elements:

- Benches
- Trash Receptacles
- News Racks
- Bicycle Racks
- Bollards
- Wayfinding System and signage (based on current wayfinding study by others)
- Pedestrian Lighting
- Landscape Accent Lighting

The street and site furniture pallet will be submitted as part of the 30% submittal. Once approved the street and site furniture pallet be incorporated in the 90% submittal and ultimately the final deliverables.

- d. Landscaping – The consultant will develop a palette of plant materials including specifications and unit costs for the following elements:

- Canopy Trees
- Palms
- Understory Planting (Shrubs, Vines and Groundcover)

The landscape pallet will be submitted as part of the 30% submittal. Once approved, the pallet will be incorporated in the 90% submittal and ultimately the final deliverables.

- e. Hardscape – The Consultant will develop a pallet for hardscape treatments including specifications and unit costs for the following:

- Sidewalks
- Pedestrian/ Bicycle Paths
- Tree pits
- Promenades
- Riverwalk
- Crosswalks
- Plazas
- Street intersections
- On-Street Parking Configurations
- Safety elements

The two (2) options will be submitted as part of the 30% submittal. Once approved, the hardscape pallet will be incorporated in the 90% submittal and ultimately the final deliverables.



3. Riverfront Greenway Design Regulatory Guidelines

The Consultant will research and prepare a set of design standards and guidelines that specifically address the implementation of the Greenway on riverfront property.

- a) Development Scenarios – The consultant will evaluate up to three (3) development scenarios that illustrate the desired design intent for development. The detail of development scenarios will be selected by the City and will include typical single family and multi-family residential, mixed-use, office/commercial, and/or industrial areas. The scenarios will identify the positive physical and locational characteristics desirable for the inclusion of a Greenway within public and private developments fronting the River. These characteristics shall include:
 1. Façade Transparency
 2. Façade Articulation
 3. Building Frontage
 4. Public Accessibility
 5. General spatial relationship of Greenway to other structures and buildings.
 6. Other Greenway Elements (landscaping, lighting, etc.)

- b) Palette and Specifications
Same as for B2 above

C. TASKS

1. Research & Consultation

The Consultant will attend up to nine (9) meetings with the following stakeholders as part of this task:

- Two (2) meetings with the City of Miami Planning and Zoning Department.
- One (1) meeting with each of the following stakeholders for a total of three (3) meetings: BOB member, TPL, and MRC Greenway Subcommittee,
- Two (2) meetings with area neighborhood associations.
- One (1) meeting with developers.

2. 30 % Review of Regulatory Guidelines (with Planning & Zoning Department, Law Dept, City of Miami Public Works Dept., FDOT District VI, and Miami-Dade County Public Works Dept.)

The Consultant will revise Regulatory Guidelines per the review comments.

3. 90% Review of Regulatory Guidelines (with Planning & Zoning Department, Law Dept, City of Miami Public Works Dept., FDOT District VI, and Miami-Dade County Public Works Dept.)

The Consultant will revise Regulatory Guidelines as per the review comments. The 90% submittal shall be in a form and finished state appropriate for use in public presentations.

4. Public Presentations

The Consultant will attend the following public presentations as part of this scope:

- a. One (1) presentation to the Bond Oversight Board
- b. One (1) presentation to the Greenway Subcommittee of the Miami River Commission
- c. One (1) presentation to the Miami River Commission



- d. One (1) presentation to the City of Miami Planning Advisory Board
- e. One (1) presentation to the City of Miami HEP Board
- f. One (1) presentation to the City of Miami Commission

The Consultant will address reasonable comments received during these meetings and revise the Regulatory Guidelines accordingly after consultation with City staff.

D. DELIVERABLES

The Consultant will provide the items listed below as the final deliverables. Progress documents will be submitted to City for review and approval at 30% and 90%.

- a. A color workbook (11"x17") to include the all Greenway elements defined in Section B1 above. The consultant will provide ten (10) hard copies of the report in color, and a digital version in both an Adobe Acrobat (PDF) and MS Publisher or MS Word (.doc) format.
- b. A narrative description of the Regulatory Guidelines suitable for incorporation into a legislative document, in an MS Word (.doc) format.
- c. A slide presentation in Microsoft PowerPoint format to show at the public presentations.

E. TIME OF PERFORMANCE

The Consultant will provide the above mentioned services according to the following schedule. Modifications to the schedule may be affected only upon the advance approval of the City's Project Manager or Planning Director after receipt of justification deemed acceptable to the City Planning Director. Consultant is not responsible for delays caused by others or untimely review of deliverables by the City.

Notice to Proceed – Assume August 9, 2004

Task 1 – Right-of-Way Regulatory Guidelines – 3 months (August. 9, 2004 – Oct. 8, 2004) This excludes review time from the above mentioned agencies.

Task 2 – Riverfront Greenway Regulatory Guidelines – 2 months – assuming a 2 week review period from the above mentioned agencies.. (Oct 11, 2004 – Dec. 11, 2004).

Public Meeting #1 – Bond Oversight Board – December, 2004

Public Meeting #2 – Greenway Subcommittee – December, 2004

Public Meeting #3 – Miami River Commission – January, 2004

Public Meeting #4 – City of Miami HEP Board - January, 2004

Public Meeting #5 – City of Miami Planning and Zoning Board – January, 2004

Public Meeting #6 – City of Miami Commission – February, 2004

G. COMPENSATION



The Consultant will accomplish the services outlined above for the guaranteed not to exceed fee of **\$74,863.00**. Office expenses have been included within the lump sum amount and would include in-house duplicating, facsimile, local mileage, telephone, postage, in-house blueprinting, word processing, and cellular telephone use. The following is a summary break down of the fee per task. Refer to the attached exhibits for further breakdowns by task and personnel.

Task	Description	Fee
A2	Foundation Documents Research.....	\$5,893.00
B2	ROW Regulatory Guidelines.....	\$32,998.00
B3	Riverfront Greenway Regulatory Guidelines.....	\$27,349.00
C4	Public Presentations.....	\$8,623.00
Total Lump Sum.....		\$74,863.00

Interim project billing will be monthly and such billings will be due and payable within 25 days.

H. CLOSING

URG will perform the services described above for a lump sum fee noted above. Please refer to the attached exhibits for further fee explanation.

The approved Sub-Consultants as indicated in Paragraph 16 Sub-Consultants in the Professional Services Agreement between Urban Resource Group and the City of Miami are:

Yazi, Inc. (Wayfinding/ Signiage)

URG (a division of Kimley-Horn and Associates, Inc.) is providing the "Not To Exceed" fixed fee according with Paragraph 10 Compensation in the Professional Services Agreement between Kimley-Horn and Associates, Inc. and the City of Miami. See attached "Exhibit A" (Staff Hours & Fee Schedule), "Exhibit B" (Sub-Consultants Staff Hours, Not Applicable).

URG Additional Services shall be according with Paragraph 13 Extra Work Expenses in the Professional Services Agreement between Kimley-Horn and Associates, Inc. and the City of Miami. See attached "Exhibit A".

URG professional services proposal includes the Project Drawings Deliveries. See attached "Exhibit C".

URG Professional Services Proposal includes the Project Timeline/Schedule. See attached "Exhibit D".

This proposal shall provide Professional Services in accordance with the Professional Services Agreement between Kimley-Horn and Associates, Inc. and the City of Miami.

This proposal is used as the instrument to present specifics under Paragraph 3 -Subject Matter, Paragraph 4-Definitions and Paragraph 5 – Services as indicated in the Professional Services Agreement between Kimley-Horn and Associates, Inc. and the City of Miami.

I appreciate this opportunity to submit a letter agreement. Please contact me at (305) 673-2524 if



Kimley-Horn
and Associates, Inc.

you have any questions.

Cordially,

URBAN RESOURCE GROUP

A division of Kimley-Horn and Associates, Inc.

Steven E. Lefton, ASLA, AICP
Managing Partner

Bruno P. Carvalho, ASLA, AICP
Project Manager

In agreement:

CITY OF MIAMI

Agreed to this _____ day of _____, 2004.

By: _____

Title _____

Attest: _____

II. OLD BUSINESS:

AUDIT COMMITTEE REPORT:

- Miami River Greenway Regulatory Guidelines – Professional Consulting Services – 10/27/04 meeting.
- Site Furnishings at Southside Park – 10/27/04 meeting.
- Police Headquarter’s Restroom ADA Modification Phase I Locker – 10/27/04 meeting.
- Old Miami Black Police Precinct & Museum Restoration – 10/27/04 meeting.
- Procurement of Appraisal Services for Little Haiti Park – 11/23/04 meeting.
- Gibson Park Improvements Phase I – 11/23/04 meeting.
- Coral Gate Park Irrigation – 11/23/04 meeting.
- Jose Marti Park Irrigation – 11/23/04 meeting.
- Williams Park Irrigation – 11/23/04 meeting.
- Moore Park Irrigation – 11/23/04 meeting.
- New Public Plaza & Roadway Improvements Adjacent to Mary Brickell Village Cooperative Project Agreement – 11/23/04 meeting.
- Sewell Park Restrooms/Park Facility Building – 11/23/04 meeting.
- Juan Pablo Duarte Park Building Renovation/Expansion – 11/23/04 meeting.
- Robert King High Park New Building and Site Improvements – 11/23/04 meeting.
- Henry Reeves Park Community Service Building Improvements – 11/23/04 meeting.
- Margaret Pace Park Improvements Phase II – 11/23/04 meeting.

➤ **HD/NIB MOTION 04-87**

A MOTION TO APPROVE THE AUDIT COMMITTEE’S RECOMMENDATION TO FUND ALL PROJECT LISTED ABOVE.

MOVED: D. Marko

SECONDED: M. Reyes

ABSENT: L. Cabrera, L. De Rosa, J. Manowitz, J. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present.

- Fire Station No. 11 – 11/23/04 meeting.

TOTAL DOLLAR AMOUNT: \$2,500,000 (which has 10 Million allocated, with 5.5 Million in 1st series. Estimated current balance is (\$3,000,000) from 1st series allocation

SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility

Approved by Audit Committee: 11/16/04

3. Little Haiti Park Appraisal Services.

Madeline Valdes reported that \$11,500 was spent in appraisals, of which \$25,000 was requested. Parcel 92, on the recreational component, is still in litigation, and as such, the appraisals will need to continue to be updated, so the allocation of \$25,000 should be made available for future updates. Parcel 18 may possibly be swapped with an adjacent property owner to one of the City-owned properties in hopes that parking can be increased along the cultural component of the project.

4. Miami River Greenways Regulatory Guidelines – Professional Consulting Services.

Gary Reshefsky reported that the study for the Miami River Greenways was completed, and it's going to the Planning Advisory Board, and then to the City Commission in July. This plan will require developers to comply with certain design standards for the bay walk.

5. New Public Plaza & Roadway Improvements Adjacent to Mary Brickell Village.

Gary Reshefsky reported that the project is projected to be completed in the fall, probably in November. The City is monitoring the public plaza's construction, and the developer has drawn down the money that was allocated for the project as the expenses come about.

6. Black Police Precinct & Museum Restoration.

Gary Reshefsky reported that the building has been completed gutted, and it's getting a roof permit, new water lines, and a phase of the project is expected to be complete in March 2006.

7. Gibson Park Improvements – Phase I.

Gary Reshefsky reported that the park is scheduled to open in January. The project was three months behind, but the park wasn't shut down during the three-month lag. Part of the park is currently open. The recreation building is closed, but the project is moving forward.

8. Bay of Pigs – Playground Equipment.

Gary Reshefsky reported that the project was completed in April.

9. Jose Marti Park – New Water Playground.

Gary Reshefsky reported that construction will start in September, and it will be open the following summer.