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IN RE:

OFF-STREET PARKING BOARD
FINANCE COMMITTEE MEETING
CITY OF MIAMI, FLORIDA

DATE TAKEN: November 4, 2015
TIME: 8:00 a.m. - 9:33 a.m.
PLACE: Miami Parking Authority
40 Northwest 3rd Street
Penthouse Suite 1103
Miami, Florida 33128

Proceedings taken before:
Julia Y. Alfonso, RPR, FPR
Florida Professional Reporter

1 A P P E A R A N C E S

2 Present:

3 Thomas B. Jelke, Chairperson
4 Jami Reyes, Board Member
5 Stephen Nostrand, Board Member
6 Arthur Hertz, Board Member
7 Marlon Hill, Board Member

8 Also Present:

9 Arthur Noriega, Chief Executive Officer, MPA
10 Scott Simpson, Chief Financial Officer, MPA
11 Alejandra Argudin, Chief Operations Officer, MPA
12 Rolando Tapanes, Director of Planning and Development, MPA
13 Luis Choter, Jr., Special Assistant to CEO, MPA
14 Henry Espinosa, IT Director, MPA
15 Angela Hernandez, Director of Human Resources, MPA
16 Tiffany Britton, Senior Executive Advisor to the CEO, MPA
17 Monica Cuadra, Executive Administrative Assistant, MPA
18 Dorian Barrera, Executive Administrative Assistant, MPA
19 Julia Alfonso, Court Reporter, First Choice Reporting
20 Pablo Velez, Assistant City Attorney, City of Miami
21 Wilfred Soto, Senior Manager of Operations, MPA
22 Maria Moran, Payroll Rep, MPA
23 Socorro Perez, HR Manager, MPA
24 Humberto Escandon, Senior Manager of Operations, MPA
25 Margie Carmenates, Controller, MPA
Jeffrey Medina, Assistant Manager, MPA
Liza Walton, Social Media
Elmer Arias, Sr. Operations Manager, MPA
John Charles Robbins, Miami Today
Carlos Raygada, Sr. Manager of Operations, MPA
Jennifer Garcia, Manager of Operations, MPA
Bruce Fischman, Fischman Law
Rebecca Salgado, Miami Social Marketing
Hugh Morcillo, City Media Advertising
Kevin Grossfeld, Arnstein & Lehr
Ricardo Vadia, ROVR
Ernesto Toledo, Frances Anillo Toledo
Leo Anillo, Frances Anillo Toledo
Oscar Rodriguez, Grand Station Partners, LLC
Robert Burlington, Coffey Burlington
David Lederman, Mana Wynwood
Eleanor Melendez, CFBJ
Christina King, MLKEDC
Commissioner Marc Sarnoff
Al Crespo
Margarita Delgado
Tom Comiceau, Garage Ads
Diane Burgess, Pay by Phone

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1 P-R-O-C-E-E-D-I-N-G-S

2 MR. NOSTRAND: All right. Good morning,
3 everyone. Our CFO has the floor. He is the
4 esteemed Scott Simpson.

5 MR. SIMPSON: Good morning, everyone.

6 MS. REYES: A little late, but --

7 MR. SIMPSON: According to my Apple watch,
8 it's exactly 8:00. It's Cupertino time, so -- you
9 know how California is.

10 Just a few housekeeping items before we get
11 into my report. The auditors will be here on the
12 19th of -- excuse me. Scott Simpson, Finance
13 Department -- the 19th of this month to do their
14 external review of all the segments. The bank
15 reconciliations for the month are current. All
16 reports that are required to be sent to the
17 actuary, whether it's for GASB 67/68 and/or the
18 annual employer contribution to the plan have been
19 submitted. One thing you'll note when you look
20 into the report is the absence of a set of
21 financials. And the reason I did that is that the
22 close this year is going a little bit slower than
23 we had in past years. We still have AP invoices
24 rolling in.

25 And then we -- and we have some accounting

1 changes that are going to change things. And what
2 I wanted to avoid is the appearance of multiple
3 financial statements issuing with different
4 numbers around. A couple of things that we'll see
5 are different in the financials this year. GASB
6 67 and 68 significantly changed pension and
7 pension reporting. Typically in the past what you
8 have seen is that all the activity related to the
9 pension would be isolated to the statements for
10 the pension plan.

11 None of the activity related to that other
12 than the employer's normal contribution would be
13 reflected in the primary governmental or the
14 reporting entity. So now what GASB is trying to
15 do is reflect the health of the pension plan on
16 the sponsoring body's financial statements. So
17 what that's going to require of us is that in the
18 opening fund balance we have to go back and
19 restate it as of last year and then as a
20 consequence of any activity, you know, from an
21 actuarial standpoint that flowed through the
22 pension statements will be reflected on our
23 financial statements.

24 For us it's sort of a good thing because
25 we've had the very good plan. You know, we're

1 fully funded. So the typical horror story we hear
2 of a Detroit or something where a pension plan is
3 30 percent funded. All of a sudden they have this
4 huge liability and it decreases. We're not going
5 to have that issue. We'll have some -- we'll have
6 some flexibility -- no, not flexibility -- but
7 some volatility just as a consequence of the
8 marketing rates during the year and it will flow
9 through but it won't be a material number where it
10 gives anybody heartburn.

11 The other issue is for several years we've
12 been doing the accounting for the proceeds for the
13 Design District permanent waiver fund. In the
14 past the money hasn't been significant but now
15 we're to a point where the money is significant.
16 And technically we should have been reporting that
17 as an agency fund all along. So what we're going
18 to do is we're going to break that money out and
19 have a separate balance sheet and income statement
20 in the financials for the agency fund to reflect
21 that. And when we talk about an agency fund, it's
22 money that we oversee that we directly do not have
23 a benefit for so we're sort of an agent or a
24 trustee for those funds, so we'll -- we'll have
25 that.

1 But saying that, once the reports are issued
2 we're going to have a very good year. I'm happy
3 to say that once it's done we'll probably more
4 than likely have a strong, healthy, positive
5 return or a net income, something we have not seen
6 since 2009. Once you remove the one-time items --
7 a couple of years ago we had a sale of an asset
8 that brought back a positive -- so that's --
9 that's very good for us.

10 On the revenue side, we'll probably be about
11 2.6 to 2.8 million over budget on the revenue
12 side. And then on the expense side we'll be a
13 little over budget. And then we have depreciation
14 and some capital items that we're still working
15 on. So, you know, we'll be north of \$1 million
16 net income once the audit is actually issued.
17 We're still slated to issue the statements in
18 February. I don't see any issues with that.

19 The Knight Center. The only thing that's
20 unusual when you look at their statements is that
21 the Knight Center uses modified accrual since it's
22 a governmental fund. And basically what that
23 means is that under current GASB pronouncements
24 they're not allowed to have assets on their book.

25 So anything that they buy in the nature

1 that's capital that you would normally depreciate,
2 it's treated as a period expense. So they're
3 going to be over budget by about a half million
4 dollars as a consequence of the elevator repairs
5 that they have this year.

6 MR. HILL: Scott, when you compare 2009 to
7 2015, what do you attribute the extraordinary
8 difference in net income?

9 MR. SIMPSON: Well, you have -- you have
10 strong revenue increase and you have expenditure
11 control so that -- you know, they're both going in
12 the right directions.

13 MR. NOSTRAND: But we don't call it net
14 income?

15 MR. SIMPSON: No. We call it --

16 MR. NOSTRAND: Extra -- extra revenue --

17 MR. SIMPSON: Actually, we do call it net
18 income.

19 MR. NOSTRAND: -- expense.

20 MR. SIMPSON: Yeah. Yeah. We had net
21 income -- the only thing that's different on our
22 fees -- our financials, we don't have retained
23 earnings or anything and we have fund balance.
24 But pretty much everything else we do is like you
25 would see in a normal corporate entity because

1 we're a proprietary fund, we're not a governmental
2 fund, so we use full accrual.

3 So just to sort of summarize. Very good
4 year. We're in compliance. You know, all the
5 reports have been sent to the actuaries or the
6 regulatory bodies. As a consequence of us doing
7 better than budget, you know, we made a decision
8 to send additional money to the City. We're going
9 to send them an additional half a million dollars
10 on top of the 7.2, making the excess contribution
11 this year 7.7 million. Round out the other
12 contributions we do, we generate about
13 \$2.8 million that goes to the City for parking
14 tickets.

15 The Knight Center generates anywhere from a
16 million to a million two. And then we have
17 miscellaneous revenue share for them of about
18 \$140,000. So that's about \$11.8 million above
19 that we give to them. It does not include the
20 \$2 million that we generate in parking surcharge.
21 So, yeah, we make a healthy contribution to the
22 City every year.

23 MR. NOSTRAND: Any questions for Scott?

24 CHAIRMAN JELKE: When do you expect the final
25 paperwork to be done?

1 MR. SIMPSON: For the audit?

2 CHAIRMAN JELKE: Yeah.

3 MR. SIMPSON: February. What will happen is
4 they'll come in -- in November the 19th. They'll
5 do fieldwork. They'll leave, you know, basically
6 somewhere the end of December, do the
7 compilations, you know, during January and we
8 present for the first meeting in February like
9 we've done in the past. It's the same audit team.
10 I don't anticipate any issues. The only thing
11 that does give me a little bit of heartburn is
12 just the pension disclosure. It's very different.

13 A lot of people are struggling with it. It's
14 sort of the reason we started months ago with the
15 actuary talking to them about what we're going to
16 use as our base, you know, getting the reports to
17 them. So that's really the only hurdle. I mean,
18 they've already -- done in the interim. They test
19 internal controls and anything.

20 MR. NOSTRAND: So how is it shown as an asset
21 on the balance sheet with a footnote that a part
22 of that asset refers to overfunded --

23 MR. SIMPSON: Yeah.

24 MR. NOSTRAND: -- pension?

25 Is that what it does?

1 MR. SIMPSON: Yeah. You're going to see GASB
2 never issues anything without additional
3 footnotes, additional lines in an income statement
4 in your balance sheet so -- yeah.

5 MR. NOSTRAND: Okay. Any surprises for
6 October that you want to share with us?

7 MR. SIMPSON: No. October appears to be very
8 strong. You know, I haven't seen any significant
9 issues on the expense side, no, you know, major
10 leakage, major repairs. You know, again, you
11 know, we -- we are compliant with -- and other
12 things. But I'm glad you did bring that up.

13 Yesterday I did have a phone call with
14 Moody's and it was part of their annual
15 surveillance call, but they -- unfortunately with
16 John Incorvaia returning a few years ago, they
17 haven't done an annual in a couple of years. So
18 off the record my gut tells me they were sort of,
19 you know --

20 MR. NOSTRAND: Catching up.

21 MR. SIMPSON: -- catching up and they were in
22 sort of panic mode. The only disheartening thing
23 in the conversation was that they reaffirmed our
24 rating of A2 and they took us from a negative
25 outlook to a positive. And I asked them, I said,

1 well, you know, I never remember being on the
2 negative outlook.

3 MR. NOSTRAND: Right.

4 MR. SIMPSON: And that's when he sort of said
5 well, it has to do back in 2012 when the City had
6 issues with the SEC and then it had -- and we
7 decided to take a different look from you guys.
8 So what we decided to do was -- there is this
9 relationship between the two of you -- and they
10 used the word siphon from a cash standpoint --
11 that we decided to look at the two credits as one
12 credit and give them a similar rating.

13 And so when I was looking at the report I
14 asked them, well, this doesn't really talk about
15 anything related to the City today, so whose
16 credit are you looking at today? Well, the answer
17 was, well, we update -- we updated the City's
18 credit back in February. Now that the City's
19 doing better, we're going to let you --

20 MR. NOSTRAND: Ride.

21 MR. NORIEGA: -- ride on your own. I was
22 like, wait a minute. That's not fair. So the
23 long and short of it is that they reaffirmed our
24 rating. They've taken our outlook from negative
25 to stable. You know, and I reaffirmed to them,

1 listen, we're all about open disclosure. We have
2 everything that's disseminated on the website.
3 Art is available any time. I'm available any
4 time.

5 I said I sort of miss John Incorvaia calling
6 me at 5:30 in the morning to talk about this. And
7 he apologized and he said that he will make it his
8 mission this year to open a more direct line of
9 communication with us, because all this had been
10 gone -- been done through the City. So I was
11 getting an e-mailing saying oh, by the way, you
12 need to respond to this or this, you know, and I
13 had no idea of what was going. So they were very
14 apologetic about that.

15 MR. NOSTRAND: Typically it's quarterly or
16 semi-annually?

17 MR. SIMPSON: It's annually. They do an
18 annual, an annual. Unless you're issuing debt
19 that then you, you know, you go through the whole
20 process again.

21 MR. NOSTRAND: Okay.

22 MR. SIMPSON: So that concludes my report
23 unless there are any additional questions.

24 MR. NOSTRAND: Any questions for Scott?

25 Thank you, Scott, for --

1 MR. SIMPSON: Thank you very much.

2 MR. NOSTRAND: -- all your -- great.

3 Mr. Chair.

4 CHAIRMAN JELKE: Thank you.

5 Good morning, everybody. I think we have to
6 wait until --

7 MR. SIMPSON: On voting items you do.

8 CHAIRMAN JELKE: On voting items?

9 MR. SIMPSON: Yes.

10 CHAIRMAN JELKE: Everything else -- all
11 right.

12 MR. NOSTRAND: That was brief. You can let
13 her stay there. She was getting comfortable
14 there.

15 MR. NORIEGA: Hopefully the seat will be
16 warm.

17 MR. NOSTRAND: Yeah. Right.

18 CHAIRMAN JELKE: Service awards?

19 MR. NORIEGA: Yeah.

20 CHAIRMAN JELKE: Save that for later?

21 MR. NORIEGA: Yeah.

22 CHAIRMAN JELKE: And I don't think I see
23 Margarita here.

24 MR. TAPANES: She's running late.

25 CHAIRMAN JELKE: She's running a little bit

1 late?

2 MR. TAPANES: Yeah.

3 CHAIRMAN JELKE: So we'll just move that to
4 later.

5 All right. So let's start with the approval
6 items. First we need a motion for the --

7 MS. REYES: I move.

8 CHAIRMAN JELKE: -- minutes from last
9 meeting.

10 MR. NOSTRAND: Second.

11 CHAIRMAN JELKE: All in favor?

12 MS. REYES: Aye.

13 MR. NOSTRAND: Aye.

14 MR. HILL: Aye.

15 CHAIRMAN JELKE: Aye. That vote passes.

16 And meeting for the finance committee for
17 last -- from October as well. Sorry.

18 MR. NOSTRAND: Move.

19 MR. HILL: Second.

20 MS. REYES: Oh, I didn't know we had that on
21 the agenda.

22 MR. NOSTRAND: There's not -- there's no
23 reports on here for approval if that's what you're
24 referring to.

25 CHAIRMAN JELKE: From last week?

1 MR. NORIEGA: He's talking about the actual
2 meeting minutes from the finance --

3 CHAIRMAN JELKE: We have to pass the minutes
4 from last meeting --

5 MS. REYES: Oh, I'm sorry.

6 MR. NOSTRAND: The minutes.

7 I'll move.

8 MS. REYES: I'll second.

9 CHAIRMAN JELKE: All in favor?

10 MR. NOSTRAND: Aye.

11 MR. HERTZ: Aye.

12 CHAIRMAN JELKE: Great.

13 And item two, which is Parcel B.

14 MR. TAPANES: Good morning, Esteemed Board.
15 Rolando Tapanes for the record. The item before
16 you is the approval for -- I'd like to correct
17 something for the record on the agenda. It said
18 Grand Central Partners. It's Grand Station
19 Partners, LLC, so I'd just like to correct that
20 for the record. So the item before you is the
21 approval of the ground lease between Grand Station
22 Partners, LLC, which was the selected respondent
23 to our request for proposals for joint
24 partnership -- or joint venture partnership for
25 the redevelopment of Parcel B adjacent to the

1 garage.

2 That was approved by this board several
3 months ago, and this is the agreement that has
4 been negotiated between our staff and the
5 principals of that firm. In general the terms of
6 the agreement call for a 99-year ground lease with
7 a possible option of an additional 50 years. The
8 base ground rate base rent will be \$240,000 per
9 year with the contemplation of a 10 percent
10 increase every five years beyond that. The
11 respondent will be depositing three quarters of a
12 million dollars within three days of the
13 effective -- of the execution of this agreement --
14 of course if approved by the board -- of which
15 within six months, which is a due diligence
16 period, \$250,000 of that becomes hard and we keep
17 as they move -- move along through the approval
18 process of the project.

19 The project focus contemplates that there
20 will be about six levels of additional parking for
21 any -- for an estimated 355 spaces. Those spaces
22 will be built at no cost for MPA and the spaces
23 will be owned unencumbered and fee simple by MPA
24 for the duration of this agreement. In other
25 words, they're our spaces. The revenue generated

1 from the spaces is ours. There's no sharing and
2 the land and the dirt under the project stays
3 MPA's moving forward.

4 Construction period must commence -- well,
5 construction must commence within 20 months of the
6 effective date of this agreement and they must
7 obtain TCO 36 months beyond the commencement of
8 the construction.

9 And at the request of one of our board
10 members I'm just going to give a little synopsis
11 of some of the numbers as it relates to this
12 agreement and how we negotiated it. In order for
13 us to arrive at what would be a fair annual rent
14 payment for the ground lease, what is usually done
15 in that kind of negotiation is you assign a value
16 to the land and then you apply what is called a
17 cap rate which is an assumed rate of return on
18 that value.

19 The assigned land value for that property for
20 this exercise was \$11,200,000. And we arrived at
21 that number by reaching out to a real estate
22 consultant that does commercial transactions in
23 the CBD very often. And he gave both myself, Art
24 and other members of staff a level of comfort that
25 as land is being transacted right now, a value of

1 about \$400 per square foot for the land was a good
2 number to use. And we applied that to the size of
3 the property to arrive at that number. So having
4 done that is how we were able to calculate and
5 negotiate to get to the \$240,000 a year.

6 So if we have that as a backdrop and we
7 contemplate the fact that we -- as I've already
8 stated we're getting \$750,000 initial deposit or
9 payment from the developer. They're building us
10 about 355 spaces. Based on our experience
11 construction costs currently and factoring in some
12 soft costs, you know, for the cost of engineering,
13 architecture, et cetera, the value of that
14 construction to us represents about \$9.4 million.

15 So just between the spaces and the upfront
16 payment, there's a value of about \$10,150,000. So
17 you could see that in and of itself is almost what
18 the value of the land is right now. Beyond that,
19 if we factor in that because of the nature of the
20 project that's being built, which doesn't require
21 any parking at all -- and all those spaces, like I
22 said, are built for our benefit and all the
23 revenues come to us.

24 We then also did a present value calculation
25 for the additional revenue streams that we'll be

1 obtaining. One being from the additional income
2 from parking that will be generated by those 355
3 spaces. With the help of operations we were able
4 to determine what we think is a conservative
5 number that we'll be generating once those spaces
6 are built as well as a present value for the
7 future payments we'll be getting from the ground
8 lease.

9 So, doing a present value calculation for our
10 expected additional income from the spaces, that
11 has a present value of about an additional
12 \$20 million and the ground lease has a present
13 value of about another additional \$4 million. So
14 if we add up all the numbers, the initial
15 \$750,000, the value of the construction, and the
16 present value of the additional revenue streams,
17 this project has a present value to our agency of
18 about \$34 million.

19 Having said that, we are asking that the
20 board approve the ground lease.

21 CHAIRMAN JELKE: Okay. Open it up for
22 discussion. Any questions?

23 MR. TAPANES: Are there any questions for me?

24 CHAIRMAN JELKE: No.

25 Any questions for Roly?

1 MS. REYES: I'll move the item.

2 MR. HERTZ: I'll second it.

3 CHAIRMAN JELKE: Moved and seconded.

4 MR. HILL: Quick question. The other two
5 proposals that were received, Roly, do you have
6 any backup to those, any details on those two
7 proposals or --

8 MR. TAPANES: Well, I mean, we have the two
9 proposals that if anybody wanted to see them, we
10 could present them. But the matter of the
11 selection of the proposals and of the respondent,
12 that was settled months ago and, you know,
13 discussion with regards to that was had. So if
14 there's a specific question -- if I don't have it
15 with me, I can definitely go get it for you.

16 CHAIRMAN JELKE: Before we vote on the item,
17 I know that there's people from -- folks that were
18 selected and then folks that were not. So what
19 I'd like to do is give you five minutes to each
20 side and then we'll have -- we'll open it for
21 questions to them if there's an interest in that
22 and then we'll take the vote.

23 Go ahead, sir. State your name for the
24 record.

25 MR. FISCHMAN: Yes. My name is Bruce

1 Fischman. I'm with the Fischman Law Firm at 9200
2 South Dadeland Boulevard, Miami, Florida. I
3 represent North Miami Avenue Realty, LLC, which is
4 a Mana company. Mr. Mana, as I'm sure the
5 committee may know, is a large developer on
6 Flagler now and redeveloper of Wynwood. The
7 particular item, an unsolicited bid -- and I'll be
8 just as narrow as I can since I have limited
9 time -- does not comply with 28705712 in many
10 ways.

11 One, with regard to publication, it was not
12 published. The notice was not published in the
13 Florida Administrative Register.

14 Two, with regard to the Resolution 1402,
15 which is MPA's resolution which requires
16 publication two consecutive weeks in the
17 newspaper. The only publication that occurred to
18 the best of knowledge and based on public records
19 production from MPA was once on February 9th of
20 2015. Therefore, as a matter of law the -- any
21 approval of the lease at this point in time
22 respectfully would be illegal without a
23 republication.

24 Additionally the publication itself, the one
25 that took place on the 9th of February, did not

1 indicate the true date for submission of proposals
2 which was March 16. Therefore, bidders besides
3 Mana, anybody in the public who would have a right
4 to submit an unsolicited bid were not properly
5 notified of the end date, if you will, for
6 submission additionally making the approval of the
7 proposed lease illegal at this point in time.

8 Dealing specifically with the publication,
9 the publication in the newspaper, the one that did
10 occur, said that interested firms are responsible
11 for visiting MPA's website to obtain and download
12 crucial information. In reality nothing was
13 published on MPA's site. There was no crucial
14 information in the public records production that
15 came to us. There were other bidders besides Mana
16 who had actually asked for this information.

17 And Mr. Noriega respectfully or someone from
18 MPA responded in writing that, in fact, there was
19 no crucial information published. There are no
20 special requests or requirements is the response
21 that was given in writing to one of the other
22 bidders. The Statute 287 requires reasonable
23 criteria for choosing amongst completing
24 proposals. No criteria has been published either
25 in the advertisement on the site or otherwise.

1 Quantitatively MPA is required to determine
2 the overall public benefit before approving the
3 lease. And that has not quantitatively been done.
4 And addressing that specifically, looking at
5 Mana's proposal and ignoring even the other ones
6 that may or may not have been submitted or ignored
7 the opportunity to bid because of the illegal
8 process of publication. Mana's proposal was for
9 460 parking space. The Grand Station submittal is
10 for 350 spaces. The public benefit are the spaces
11 for MPA.

12 Now, I listened to the audio tape and read
13 minutes of the prior meetings. Apparently the
14 basis upon which the selection committee used for
15 determining Grand Station versus Mana or anyone
16 else was that Grand Station was willing to submit
17 absolute ownership of the spaces. But legally
18 this is a lease. This is a 99-year lease. The
19 only thing that can be granted is the right to use
20 the space or in essence, beneficial use.

21 So the submission of the 460 spaces by Mana
22 specifically stated full beneficial use to MPA and
23 beneficial use of the airspace and other portions
24 for the development for Mana. There were no
25 restrictions. The construction was --

1 CHAIRMAN JELKE: One minute. You've got one
2 minute.

3 MR. FISCHMAN: Okay. The construction was
4 cost free. The interesting thing is when you look
5 at this particular lease there are restrictions on
6 MPA. MPA has now guaranteed that Grand Station --
7 every unit owner would have access to one space
8 and if the spaces were leased for more than one
9 month that they would have a first right of
10 refusal. So the standards for all were not equal.

11 So to sum this up, we request that the lease
12 not be awarded, that MPA properly publish after
13 setting reasonable criteria that are clear so that
14 all bidders and the public can submit and
15 determine and have a committee determine what
16 would be a reasonable and acceptable unsolicited
17 bid for these spaces.

18 Thank you.

19 CHAIRMAN JELKE: Thank you.

20 Is someone here from Grand Station.

21 MR. BURLINGTON: Good morning.

22 CHAIRMAN JELKE: Good morning.

23 MR. BURLINGTON: Robert Burlington with the
24 Law Firm of Coffey, Burlington at 2601 South
25 Bayshore Drive in Miami, Florida. I'm here on

1 behalf of Grand Station. They're here as well.
2 The architects, the developers, they're here to
3 answer any questions.

4 I think it's safe to say that every "I" has
5 been dotted, every "T" has been crossed. This has
6 been a year-long process. I just heard from
7 counsel, it's all been dealt with. It's been
8 resolved.

9 There was a protest period back in May for
10 anyone who felt there was any impropriety to
11 protest it. That didn't happen. It didn't happen
12 because there has been no improprieties and this
13 matter is properly before you for approval today.

14 CHAIRMAN JELKE: Questions.

15 MS. REYES: I have a question for -- I'm
16 sorry. I don't know your name.

17 MR. FISCHMAN: Mr. Fischman.

18 MS. REYES: We've been dealing with this now
19 for a few months.

20 MR. FISCHMAN: Yes.

21 MS. REYES: And your concerns are that we
22 didn't properly notice the meeting, yet your
23 client responded to the bid. So are you speaking
24 on behalf of all of the other respondents that
25 could have bid or are you speaking on behalf your

1 client? Because he did respond.

2 MR. FISCHMAN: Yeah. The -- the answer is
3 I'm speaking on behalf of both. The process needs
4 to be legal in order for the result to be legal.
5 If it's illegal, it's illegal with regard to Mana,
6 it's illegal with regard to Grand Station, it's
7 illegal with regard to all potential bidders.
8 There were no criteria set. There's another
9 problem.

10 MS. REYES: Okay. Let me --

11 MR. FISCHMAN: You guys --

12 MS. REYES: Okay.

13 MR. FISCHMAN: I'm trying to address your
14 point as well.

15 MS. REYES: No, you did. You said that
16 you're here on behalf other potential bidders as
17 well as your client.

18 MR. FISCHMAN: Yes.

19 MS. REYES: In the time that we have
20 discussed this it's been -- it's been in front of
21 the board a couple of times. Your client never
22 came to talk to us, never -- never -- and I've
23 talked to our -- our staff before this -- this
24 happened and your client actually didn't want to
25 meet with anyone or -- or declined meetings at the

1 last minute.

2 So I find it very interesting that you --
3 that -- that he decides to come in at the last
4 minute and then claim that we haven't done the
5 procedure properly. And that -- and claim that we
6 are doing something illegally --

7 MR. FISCHMAN: Can I address that?

8 MS. REYES: -- when you've had all this time
9 to reach out to us. All of us here are -- were
10 available to any of you to -- to talk and I
11 haven't -- I haven't heard from your client or
12 you. So I'm trying to figure out where this is
13 all coming from. And I understand that you're
14 going to give me the -- the legal --

15 MR. HERTZ: Citations.

16 MS. REYES: -- what do I want to call it?

17 MR. HERTZ: Citations.

18 MS. REYES: I'm sorry?

19 MR. HERTZ: Citations.

20 MS. REYES: Right. So -- thank you.

21 So it's -- I wish you would have come before
22 this board or reached out to any of us before
23 today.

24 MR. FISCHMAN: Can I address that?

25 MS. REYES: Absolutely.

1 MR. FISCHMAN: Because I actually have.
2 Mr. Noriega will confirm that I've met with
3 Mr. Noriega. I came to the last meeting, which
4 was pulled from the agenda without any
5 notification to us even though we indicated that
6 we're coming forward. We put forth public records
7 request. I had Mr. Zyscovich, the architect, and
8 others come and meet with Mr. Noriega.

9 There's been correspondence back and forth
10 with Mr. Noriega. So although I personally did
11 not reach out, because I did not know it was
12 procedure to reach out to everyone on committee, I
13 certainly did and we did to Mr. Noriega.

14 Now, just to add one other factor. It was
15 basically told to us that if you do not do a joint
16 venture with Grand Station, then you will not be
17 considered. And that was what we were told. And
18 Mr. Mana owns the real estate. He owns the 14,000
19 square feet of real estate on this parcel next to
20 Parcel B. Grand Station owns nothing. The
21 ability to us to expand the spaces to 460 versus
22 350 is simply because we own the additional
23 airspace and land.

24 This is the reason that MPA wanted a joint
25 venture, but there's no reason for us to joint

1 venture. Mana is financially sound. He's
2 developing all of Flagler Street. He's developing
3 Wynwood. He's redeveloping Miami, okay? Yet he's
4 been excluded as others have by this process and
5 by the illegal publication.

6 MS. REYES: And I'm glad that you bring that
7 up because as -- if you're saying that he -- he
8 owns all these other properties and he's
9 financially stable, that would have been great to
10 see that in the proposal that he sent the first
11 time --

12 MR. FISCHMAN: It -- it was.

13 MS. REYES: -- so that -- that's all.

14 CHAIRMAN JELKE: Sir.

15 MR. HERTZ: Can I talk to the city attorney?

16 CHAIRMAN JELKE: Yes.

17 MR. HERTZ: Are you concerned about these
18 arguments?

19 MR. VELEZ: They are -- they are sound
20 arguments, at least procedurally. Pablo Velez for
21 the record, assistant city attorney for the City
22 of Miami.

23 They are sound arguments procedurally and as
24 far as our code is concerned at the City of Miami.

25 MR. HERTZ: So if we were to move ahead today

1 in spite of these arguments, we would be putting
2 ourselves into legal difficulties.

3 MR. VELEZ: It is possible. I mean, he has
4 arguments he can make based on certain points. It
5 is possible, yes.

6 CHAIRMAN JELKE: Yes. Go ahead.

7 MR. NOSTRAND: Mr. Fischman.

8 MR. FISCHMAN: Yes, sir.

9 MR. NOSTRAND: You mentioned a provision, I
10 think, in the --

11 MR. VELEZ: If I may? I'm sorry.

12 MR. NOSTRAND: Yes, Pablo.

13 MR. VELEZ: I'm sorry to interrupt.

14 MR. NOSTRAND: No, no. Please.

15 MR. VELEZ: However, that being said with
16 respect to the sound arguments, there is also a
17 protest period and that's also a sound
18 counterargument and there's a procedure with
19 respect to protesting a potential award or
20 recommendation for award that also must be adhered
21 to every bit as much as every other part of the
22 procedure that the code provides. I just wanted
23 to make certain that the board was well aware.

24 MR. NOSTRAND: You mentioned, I think, in the
25 RFP that there was a direction or in an

1 advertisement there was a direction to send people
2 to the website for additional information or
3 information that would be pertinent to the request
4 for proposals and that you received a
5 communication from Mr. Noriega saying that there
6 was actually no information on the website that
7 was pertinent. That is my understanding of what
8 you said.

9 MR. FISCHMAN: Yes. It actually wasn't me.
10 The -- Rolando Tapanes.

11 MR. NOSTRAND: Tapanes.

12 MR. FISCHMAN: Tapanes. Sorry. My
13 pronunciation of names is horrible.

14 MR. TAPANES: I've been called worse.

15 MR. NOSTRAND: We've called him worse.

16 MR. FISCHMAN: -- on February the 18th wrote
17 back to Lee Hodges and Lee Hodges was another
18 potential bidder from Peebles Corp. answering
19 these questions. This was discovered for the
20 first time during the public records response
21 which we just got a few days before this meeting.

22 MR. TAPANES: If I may respond to that if you
23 need me to, Mr. Nostrand.

24 MR. NOSTRAND: Yes, please. Go ahead, Roly.

25 MR. TAPANES: So as -- and Rolando Tapanes.

1 So as it relates to that, we do not do these
2 kind of unsolicited proposals all the time. So
3 the kind of advertisement that we put out in the
4 notices are boilerplate and say that because we
5 usually have an RFP document.

6 When people correctly, as Mr. Fischman said,
7 went to the website, whether it be his client or
8 several other people, they contacted me which --
9 in which time I told them in person and in writing
10 that because of the nature of this we had gotten
11 an unsolicited proposal, that they access to that
12 unsolicited proposal if they wanted to review it
13 to get an idea of what was being submitted so that
14 they can prepare their package. And in many
15 cases, including Mr. Fischman's client, they
16 requested the unsolicited proposal, which I
17 proffered to them, and they had as additional
18 information to prepare their package.

19 MR. NOSTRAND: Okay. Counselor, have you had
20 an opportunity to review some of these points that
21 Mr. Fischman is bringing up such as publication
22 dates and stuff like that?

23 MR. VELEZ: No. No, not specifics with
24 respect to the dates that would have corresponded
25 to the process. But I am aware of the issues that

1 he's made mention of.

2 MR. NOSTRAND: Okay.

3 MR. HILL: Mr. Chair -- Mr. Chair.

4 MR. FISCHMAN: I do have a copy of your
5 notice, if I may, which is only --

6 MR. HILL: Mr. Chair, I think -- I think that
7 we have -- I think we have to close the discussion
8 we're having on this, right?

9 CHAIRMAN JELKE: There was a question. And
10 if -- if -- if anyone wants that notice, they can
11 get it from him. It's okay.

12 MR. FISCHMAN: I have it here. This is my
13 only copy.

14 CHAIRMAN JELKE: Any other questions?

15 MR. HILL: Yeah, yeah. I'm inspired by
16 Mr. Mana's financial soundness and his
17 contributions to a greater Miami. That's great
18 for him. We -- what my question to Pablo and
19 maybe to Mr. Tischman [sic] is, is in short of
20 having an irregular notice process and short of
21 having nonresponsive or irresponsible bidders,
22 which I have yet to see, is there -- is there
23 anything Pablo that would supersede all of that
24 to -- to warrant us not deciding on the motion
25 as -- as -- as a motion and second?

1 MR. VELEZ: No. Again, as I made mention of
2 earlier, there was a protest period and no notice
3 of intent to protest was submitted that I'm aware
4 of --

5 MR. HILL: So in the event --

6 MR. VELEZ: -- much less a protested sub
7 along with the corresponding fee.

8 MR. HILL: So in the event then that
9 Mr. Tischman and Mr. Mana --

10 MR. NORIEGA: Fischman.

11 MR. HILL: Tisch -- Fischman. I'm sorry.

12 MR. FISCHMAN: I --

13 MR. HILL: You've been called worse.

14 MR. FISCHMAN: I'm owed that. I'm owed that.

15 MR. HILL: So in the event that --

16 MR. NORIEGA: Just gave him an alias.

17 MR. HILL: In the event that there is some
18 legal grounds to supersede our decision today,
19 right, then Mr. Fischman -- Mr. Fischman can
20 proceed with whatever legal remedies he feels
21 subsequent to the public bid protest period?

22 MR. VELEZ: Yes. However, usually if you --
23 when you proceed legally, they will look to see
24 that you exhausted whatever administrative
25 remedies you had available to you. In which case

1 they'll look to see if you had issues and if you
2 made or communicated those issues via a notice of
3 intent to protest and submitted the corresponding
4 fee for such a --

5 MR. HILL: Sure.

6 MR. VELEZ: -- protest. And then ultimately,
7 just as important, if not more so, submitted a
8 protest --

9 MR. HILL: Sure.

10 MR. VELEZ: -- within the due time frame.

11 MR. HILL: So, for the record, Mr. Fischman,
12 is there any reason by Mr. Mana waived that
13 opportunity?

14 MR. FISCHMAN: There's -- there can be no
15 protest until there is an approval in a committee
16 meeting of this particular lease, which has not
17 actually been heard yet. It will be the vote
18 today that is the occurrence. Till then, it's
19 just talk.

20 MR. HILL: I think we may defer on that and
21 counsel to -- to the board can -- can comment.

22 MR. FISCHMAN: There's been no approval at
23 this point.

24 MR. VELEZ: If I may say, once there's a
25 recommendation for award, that starts your period,

1 your notice period.

2 MR. FISCHMAN: We -- we can respectfully
3 disagree.

4 MR. VELEZ: Well, that's per code, sir.

5 MR. FISCHMAN: We can respectfully disagree.
6 And the requirements of 287 do not state that
7 there is any protest period. It states as a
8 condition precedent that there must be compliance
9 with publication. And if there is no publication,
10 then the process is illegal ab initio, which means
11 from the beginning.

12 CHAIRMAN JELKE: Any other questions, because
13 I have a couple.

14 MR. BURLINGTON: May I comment briefly?

15 CHAIRMAN JELKE: Sure.

16 MR. BURLINGTON: Robert Burlington.

17 I just want to --

18 CHAIRMAN JELKE: Let me -- is it about that
19 specific question that was being asked, because
20 otherwise I had cut off the five-minute period for
21 everybody.

22 MR. BURLINGTON: It was actually in response
23 to what the city attorney commented on.

24 CHAIRMAN JELKE: Okay.

25 MR. BURLINGTON: I'll be brief. I promise.

1 I just want to point out the obvious is
2 that -- that the party that did not succeed and is
3 now contesting this by alleging some illegality
4 and said there was improper notice, they did
5 receive notice, the best form of notice which is
6 actual notice. And they did present and they were
7 not successful. And they had the opportunity to
8 protest. So to come in and challenge by basically
9 saying we didn't know, there wasn't an adequate
10 advertisement, is ironic because they did know.
11 They did come forth with a proposal. And
12 Mr. Noriega can provide all the facts of that.

13 In terms of the soundness of an argument,
14 anybody can say anything but --

15 CHAIRMAN JELKE: That's not --

16 MR. BURLINGTON: -- this is -- this is all
17 after the fact.

18 CHAIRMAN JELKE: You're veering off of the
19 question. Thank you.

20 Go ahead.

21 MR. VELEZ: Yes. Just for the record,
22 pursuant to City Code Section 18-104, Resolution
23 of Protested Solicitations and Awards. If you're
24 looking at subsection (a)(2) protest of award. I
25 just want to read it into the record. "Any actual

1 proposer who perceives itself aggrieved in
2 connection with the recommended award of contract
3 may protest to the chief procurement officer. A
4 written notice of intent to file a protest shall
5 be filed with the chief procurement officer within
6 two days after receipt by proposer of the notice
7 of the city manager's recommendation for award of
8 contract."

9 In the case of the quasi instrumentality
10 agency of the MPA the city manager in this case
11 would be the executive director.

12 Further, also pursuant to that same city code
13 Section 18-104 A -- (2)(c). "A written protest
14 based on any of the foregoing must be submitted to
15 the chief procurement officer within five days
16 after the date the notice of protest was filed. A
17 written protest is considered filed when received
18 by the chief procurement officer." And
19 accompanying that protest in cases involving more
20 than 125 -- excuse me. Right. Okay. The filing
21 fee. "The written protest must be accompanied by
22 a filing fee in the form of a money order or
23 cashier's check payable to the city." And it must
24 be for a certain amount. Bare minimum either
25 \$5,000 or 1 percent, whichever of the two would

1 happen to be the -- whichever of the two is less,
2 whichever is the less. Either \$5,000 or 1 percent
3 of the total contract value. That's just for the
4 record.

5 MR. FISCHMAN: Can I make one last comment?

6 CHAIRMAN JELKE: No, sir.

7 MR. FISCHMAN: It was addressing that for the
8 record.

9 CHAIRMAN JELKE: Sure.

10 MR. FISCHMAN: There has been no notice of
11 recommendation submitted to Mana ever on this or
12 published by this committee.

13 CHAIRMAN JELKE: Okay.

14 MR. FISCHMAN: Thank you.

15 CHAIRMAN JELKE: Art.

16 MR. NOSTRAND: I have a comment too.

17 MR. NORIEGA: Yeah. So this is -- this is a
18 pretty consistent pattern. So Bruce and I have
19 met a couple of times and David and I have met a
20 couple of times probably over the course of a
21 better part of a year. And as I mentioned when I
22 presented the item for approval relative to the
23 award to the successful proposer I referenced the
24 fact that there had been a lot of communication
25 reference to the property owner of the adjacent

1 property to Parcel B, all of which ultimately
2 never materialized.

3 So every time I had been approached about
4 we're going to set up a meeting, we're going to
5 set up a meeting, it -- you know, they would sort
6 of go radio silent for months at a time. In this
7 particular process and -- you know, there's been a
8 lot of conversation and I've made every effort,
9 right, to try to bridge what in essence has been
10 Mana's failure to focus on this site and focus on
11 the redevelopment opportunity in Parcel B. This
12 is pretty consistent with that.

13 You know, when the award was made, the fact
14 that we're talking about this, you know, four,
15 five months later -- and I was very clear and --
16 and with the board at the time we presented that I
17 was going to try to put the two parties together
18 and try to work something out because I felt that
19 that was a potentially advantageous opportunity.
20 Ultimately, you know, Mana to -- Moishe to his,
21 you know, his own discretion decided that wasn't
22 something he was interested in.

23 So, you know, at some point, right, the
24 process and when you're -- when you're --
25 especially when you're dealing in a public process

1 like this and particularly in this particular
2 case, at some point you have to be -- both parties
3 have to have -- bear some responsibility, you
4 know, for the end result. And -- and in this case
5 in spite of all the conversations, in spite of all
6 the dialogue, we never seemed to really get
7 anywhere and make -- get any traction with it.

8 And partly because quite frankly -- and I've
9 had this -- this conversation with them
10 specifically, they are doing a lot in Miami. And
11 I applaud Moishe for -- for all that he's working
12 on in Wynwood and certainly along Flagler Street.
13 But I think what that's resulted in is a lack of
14 focus on this project. And when you look at the
15 proposal and you look how vague it is in a lot of
16 areas and -- and you have -- and -- and none of
17 you were part of the conversation I had with them
18 literally a week before that submittal was due and
19 they hadn't even started.

20 So, you know, part -- part of it, you know --
21 ultimately and -- and Moishe in my personal
22 conversation with him has never wanted to own up
23 to the fact that he wasn't really focused on it.
24 And -- and he felt there was a sense of
25 entitlement because he owned the property adjacent

1 to it. And as much as I tried to bridge that gap
2 and open a line of communication, quite frankly
3 I -- I can't force it. And -- and at this point
4 they can take whatever action they feel is deemed
5 appropriate post the recommendation and -- and I
6 stand by the recommendation wholeheartedly and --
7 and, in fact, it's reinforced by my interaction
8 with them over the last year.

9 Bruce is a very reasonable guy. I've had
10 nothing but very pleasant conversations with him
11 and by the way, multiple people that have --
12 that -- that are involved with Mana's
13 organization, both internally and externally.
14 And -- and to be completely frank, it has been
15 absolutely frustrating. So, you know what, at
16 some point they have to be held accountable for --
17 for their lack of real focus on this and -- and,
18 you know, it's -- I get it. You're doing a lot of
19 things. You're acquiring a lot of property.
20 You're working on a lot of projects, but that
21 doesn't mean that we have to be in a holding
22 pattern as a result.

23 So that -- that's sort of my closing
24 statement on this. The board is certainly at
25 their discretion to make whatever decision they

1 feel or deem is appropriate. But -- but I have
2 been as frustrated by this as anybody else. And
3 I've made a lot of effort to try to make it work
4 and quite frankly, it's just been unsuccessful.

5 CHAIRMAN JELKE: Steve, you had one more.

6 MR. NOSTRAND: Yes. I'm -- I'm troubled by
7 some of the things that I hear Mr. Fischman
8 talking about and equally troubled that there
9 hasn't been a communication between Mr. Fischman
10 and Pablo to the point where Pablo could tell us
11 whether or not the issues that he's talking about
12 are on point or not on point.

13 So I -- I feel I'm in the minority in terms
14 of my colleagues moving forward with this, but I
15 am going to vote no because I believe another 30
16 days for Pablo and Mr. Fischman to get together
17 and talk about these issues without this cloud
18 hanging over us is important.

19 CHAIRMAN JELKE: Okay.

20 MR. HILL: I think we have clouds in Miami
21 all the time. I think that we -- we've done our
22 part as a board and our staff and we have to be --
23 be able to, you know, respect that process as
24 well.

25 MS. REYES: I'm ready to move forward too.

1 CHAIRMAN JELKE: I have one last question.

2 Do you guys feel like this is an illegal process?

3 MR. VELEZ: No.

4 MS. BRITTON: No.

5 CHAIRMAN JELKE: All in favor?

6 MS. REYES: Aye.

7 MR. HERTZ: Aye.

8 CHAIRMAN JELKE: Aye.

9 MR. HILL: Aye.

10 MR. NOSTRAND: No.

11 CHAIRMAN JELKE: Opposed?

12 MR. NOSTRAND: Yes.

13 CHAIRMAN JELKE: Four to one. Motion passes.

14 Next do you want to do the award?

15 MR. NORIEGA: Commissioner, you want to come

16 up. I -- I know we -- we kind of had you in the

17 front of the agenda, but I wanted to -- you know,

18 as -- as pretty consistent with our practice over

19 the years, you know, we -- we rarely ever get an

20 opportunity to sort of say thank you to our

21 elected officials for their dedicated service.

22 We've done it pretty consistently in the

23 past, but sometimes it doesn't always work out

24 that you have the -- still have the opportunity

25 for various reasons. In this particular case I

1 really wanted to -- to just extend my
2 gratification. Commissioner Sarnoff has been
3 somebody that because of the nature of our
4 business and how much of our business occurs
5 within his district more so than any other
6 commissioner, this particular District 2 seat has
7 always been one that has been really important to
8 us in terms of our ability to function.

9 And we've had some -- some really good
10 relationships in the past and -- and our
11 relationship with Commissioner Sarnoff and his
12 entire staff because he has, by the way, a great
13 staff, easy -- very easy to work with. And
14 they're very engaged throughout sort of our sort
15 of footprint within that district. And he has
16 been an advocate on a lot of levels for a lot of
17 what we've tried to do. He's been very supportive
18 of it.

19 We certainly want to wish him a --
20 congratulations on the next phase of his life or
21 sort of a warm sendoff. I know he's -- in my --
22 in the last few weeks in interacting with him
23 he's -- he's, I think, looking forward to -- to
24 his next -- next phase professionally and
25 personally. And so, you know, we wanted to

1 present you sort of with a token. We do this on a
2 pretty regular basis. I don't know how much, you
3 know, change you're going to collect, but this
4 might be -- this might be an easy way to get, you
5 know, people that come visit you now in your law
6 practice to pony up a little change, loose change
7 on a regular basis. It just says Commissioner
8 Mark Sarnoff, a true friend of Miami Parking
9 Authority. A wonderful public servant,
10 November 4, 2015.

11 (Applauding.)

12 MR. NORIEGA: Anybody else have anything they
13 want to add?

14 CHAIRMAN JELKE: We appreciate all your
15 support. We really do.

16 COMMISSIONER SARNOFF: Thank you.

17 So first off, thank you, Miami Parking
18 Authority. You know, certainly I don't think I
19 would have gotten up this morning at 8:30 for
20 anything else just having spent last night -- it
21 was a truly weird night and it will be a weird day
22 the rest of the day.

23 But, you know, just a word about you guys.
24 Probably the most professional board that I've had
25 occasion to interact with. Certainly the best

1 director I've ever interacted with. And any of
2 you will know that I said that if I was mayor,
3 which I am not going to be, I would -- Art Noriega
4 would have been the city manager of the City of
5 Miami. So you really have a -- you're very
6 fortunate in having such a -- such an honest,
7 forthright and direct director.

8 What I mean by direct is nothing ever grabs
9 Art. Art grabs everything and understands
10 everything and crunches everything. And as a
11 board, it's great to have somebody that really
12 gets it and somebody who never allows something to
13 come at you at an angle. It's always on a
14 straightforward basis. So as Art would say, he's
15 in the business of parking and that's the business
16 that you're in.

17 Parking will inevitably be the solution in
18 part -- a large part for the traffic congestion
19 problems in Downtown Miami. Stay very engaged in
20 that solution. I know Art had this idea years and
21 years ago of circling the city with parking
22 garages so that then we would circulate through
23 it. I think now is the time to implement.

24 I want to personally thank him for everything
25 he's done in the Grove because -- and this board

1 as well because you could have very easily taken a
2 different tack than you took in the Grove. And
3 the Grove is difficult. Case in point last night.
4 It's a difficult place to be. But you you're
5 going to making the Grove a better place and
6 you're going to, you know, add parking and in an
7 amount that it's never seen before.

8 And, you know, just it's -- I didn't
9 anticipate getting up 8:30 this morning. I
10 certainly didn't want to. But to get this is
11 really my honor and my privilege from this board
12 and this director to probably have my swan song,
13 which is probably right now, to say just thank you
14 all because it's been an honor and privilege to
15 serve as the District 2 commissioner.

16 And I know that you probably have heard this
17 before because it's the ECO, the Truth is the
18 Daughter of Time and however a person does is
19 product of time. And I think we all played a
20 significant role in building Miami. We all wrote
21 a chapter in the book, in a very new book.

22 Somebody once said are you sorry you left
23 New York and I said, no. I would have been
24 Chapter 3,632 with a footnote there, had I stayed.
25 But in Miami you get to write probably chapter

1 four and what will be a great chaptered book and
2 to have a place and a role in there with Art, with
3 this board, I want to thank you all for allowing
4 me to do it. So thank you.

5 (Applauding.)

6 CHAIRMAN JELKE: Item three.

7 MR. NORIEGA: Yeah. So one of the
8 deficiencies in the garage advertising agreement
9 as it relates to our ability to assign is --
10 partly the remedy here -- I know there's been an
11 acquisition relative to that entity that owned --
12 that owns the contract. And so we didn't have a
13 provision within the agreement that allowed us to
14 sign off on an assignment, so this really -- this
15 is just an enabling modification of the contract
16 that allows to assign the agreement to this owner
17 and any future acquisition relative to the control
18 of the contract.

19 CHAIRMAN JELKE: Any questions?

20 MR. NOSTRAND: I'll move it.

21 MS. REYES: I'll second.

22 CHAIRMAN JELKE: All in favor?

23 MR. NOSTRAND: Aye.

24 CHAIRMAN JELKE: Aye.

25 MR. HILL: Aye.

1 MS. REYES: Aye.

2 CHAIRMAN JELKE: No opposition. That passes.

3 MR. NORIEGA: Also lot seven. Sorry. I
4 missed it. So we -- we have had a longstanding
5 relationship in Liberty City with -- in particular
6 with a parking lot which we identify as lot seven.
7 It has been a -- kind of an interesting dynamic
8 there and as of late has -- that particular area
9 has really started to transform itself,
10 particularly that intersection Martin King
11 Boulevard and 7th. And the Martin Luther King CDC
12 has done a really good job renovating the
13 building, the little retail building in front of
14 this lot.

15 It's got a new tenant base and as a result
16 they approached us with regards to improvements to
17 the lot. We hadn't really put any money into the
18 lot probably 20 years. And so we identified the
19 scope of work. We bid that scope of work to our
20 pool of contractors and the recommendation is for
21 a selection of Darcon to provide the work for the
22 improvements. This is going to be sort of the
23 first step for us in really having a -- really,
24 truly re-managing that lot again and really having
25 it provide a real benefit and service to the

1 retail. Questions?

2 CHAIRMAN JELKE: Any questions?

3 MS. REYES: I'll move it.

4 MR. NOSTRAND: Second.

5 CHAIRMAN JELKE: All in favor?

6 MS. REYES: Aye.

7 MR. NOSTRAND: Aye.

8 MR. HILL: Aye.

9 CHAIRMAN JELKE: Okay. That passes.

10 Now it's ParkJockey.

11 MS. ARGUDIN: Good morning. The item before
12 you is for approval of us entering into a pilot
13 program with ParkJockey for a reservation system
14 to reserve prepaid spaces for the Heat games and
15 any events that take place in the arena throughout
16 the Heat season. The Miami Heat, as I explained,
17 has into entered a contract with ParkJockey for
18 customers to buy their parking before the events.

19 And they are also going to be marketing for
20 the customers to come and park at our facility in
21 Courthouse Center Garage for the time period of
22 the Heat season and any events that happen in
23 between that time as well in the arena. So we're
24 asking for approval of this pilot program.

25 MS. REYES: I just want to put something on

1 the record.

2 CHAIRMAN JELKE: And I have a couple of
3 questions.

4 MS. REYES: Okay. And I spoke to staff
5 yesterday about it. I want to make sure that we
6 don't confuse the public with this program and the
7 Pay by Phone program that we have because I met
8 these guys before and I know that they -- in
9 the -- when we were looking to -- into Pay By
10 Phone companies, they were one of them --
11 services. They were one of them.

12 So I just want to make sure that whatever
13 we're advertising, that we advertise along with
14 the Miami Heat or in conjunction with them so that
15 the public doesn't think that this is part of that
16 program as well.

17 MR. NORIEGA: Yeah. It's clearly an
18 off-street platform that they're engaged in.

19 MS. REYES: And you told me that yesterday.
20 I just want to make sure that we understand that
21 we here -- we understand off street, on street --

22 MR. NORIEGA: Yeah. It's correct --

23 MS. REYES: But when we talk to people off --

24 MR. NORIEGA: -- it's a garage --

25 MS. REYES: Right.

1 MR. NORIEGA: -- it's a parking garage and
2 lot prepaid program versus an on-street phone app.
3 which is a realtime usage application. So in this
4 particular case because we have a -- such a robust
5 relationship with the Heat, obviously we -- we do
6 season parking for them. They park all their
7 employees at the arena here.

8 We have had an ongoing relationship with
9 them. And for the longest time we've tried to
10 promote our College Station Garage as a venue for
11 Heat games. And at times it's been -- it's kind
12 of a very unattractive location in part because --
13 because of the Miami World Center site and all of
14 that surface parking that exists there now, they
15 have all this existing inventory within a block of
16 that arena. Well, now all that inventory is going
17 to get displaced. So part of what the Heat did
18 was they got a little more aggressive in terms of
19 their ability to sort of develop relationships.

20 ParkJockey was one because then ParkJockey as
21 a reservation system then can go out and develop
22 relationships similar to what they're doing with
23 us now with other private property or parking
24 inventory asset owners.

25 This particular case, this gives the Heat an

1 opportunity to now expand its inventory, given
2 it's losing a significant portion of it, and then
3 on top of that it gives us a chance to better
4 utilize an asset that we certainly have the
5 capacity available, especially the nights and on
6 the weekends and -- and, you know, gets us to make
7 use of spaces that we wouldn't normally have and
8 it's being promoted with the venue. And that's
9 kind of the critical part of this, right? So the
10 venue is a role -- playing a role in that. So
11 that's kind of a -- a really kind of --

12 MS. REYES: And -- and my second thing to
13 that if I may?

14 CHAIRMAN JELKE: (Nodding.)

15 MS. REYES: What happens when we have events
16 in this area that that College Station Garage is
17 one of the most-used garages? For instance, I
18 just looked on my calendar, the 22nd of November
19 the Heat is playing here but we also have the
20 Miami Book Fair starting that weekend.

21 MR. NORIEGA: It will be taken out of
22 inventory.

23 MS. REYES: Oh, you do take it out?

24 MR. NORIEGA: Yes.

25 MS. ARGUDIN: And you also -- you also can

1 give them the amount of spaces that they can
2 pre-sell. So depending on if there's one event,
3 we may have 200 spaces available, whereas you can
4 either take it out of inventory or --

5 MR. NORIEGA: Yeah. Or at one point --

6 MS. REYES: Okay.

7 MR. NORIEGA: -- you can say there's 100
8 spaces available. The very next game you can say
9 we only have 20.

10 MS. REYES: Okay.

11 MR. NORIEGA: You preset the limit in terms
12 of what they can pre-sell. That's why it's a
13 real -- it's a dynamic relationship too. So it
14 has the ability to sort of, you know, change from
15 event to event. I mean --

16 MS. REYES: Right.

17 MR. NORIEGA: -- there can be concerts that
18 have conflicts, you know -- it's --

19 MS. REYES: Okay.

20 MR. NORIEGA: -- in that sense it's a
21 really --

22 MS. REYES: All right. Thank you.

23 MR. NORIEGA: -- easy system to work with.

24 CHAIRMAN JELKE: And how early can we pull
25 those? Like if some -- I know that the City and

1 people plan ahead, but --

2 MS. REYES: Right.

3 CHAIRMAN JELKE: -- if something big comes up
4 and --

5 MS. ARGUDIN: We have other calendar of
6 events early enough that we could provide to them.
7 We provide -- we have it on a monthly basis and if
8 any -- any item comes up, they have to tell us.
9 We probably know -- even a day prior we can tell
10 them.

11 CHAIRMAN JELKE: We can move?

12 MS. ARGUDIN: Yeah.

13 CHAIRMAN JELKE: And then the other question
14 is how long is this agreement for?

15 MS. ARGUDIN: It's for the Heat season. So
16 we want --

17 CHAIRMAN JELKE: For one season and --

18 MS. ARGUDIN: Yes.

19 CHAIRMAN JELKE: -- then we can reevaluate
20 it.

21 MR. NORIEGA: Yeah, and then we're going to
22 re-evaluate. That's why it's a pilot.

23 CHAIRMAN JELKE: Okay. Yeah.

24 MR. NORIEGA: We want to make sure it works.

25 MS. REYES: Okay.

1 CHAIRMAN JELKE: Anyone want to move that?

2 MS. REYES: Oh, yeah. I'll move it.

3 MR. HILL: I'll second it.

4 CHAIRMAN JELKE: All in favor?

5 MR. NOSTRAND: Aye.

6 MS. REYES: Aye.

7 CHAIRMAN JELKE: Aye.

8 It passes.

9 MS. ARGUDIN: The next item is for your
10 approval of -- there was a contract awarded to
11 Florida Lemark over a little bit of a year ago for
12 ADA compliance issues over at Jackson Memorial
13 Hospital. In closing out the lawsuit in the part
14 of the garages, they found that there was a couple
15 of things that still needed to get done that
16 weren't part of the scope.

17 And so we're asking for this board to approve
18 the expense for those few things that need to get
19 finalized for an amount not to exceed \$16,010 to
20 Florida Lemark. We're asking for approval of that
21 item.

22 MR. NORIEGA: Jackson has already signed up.

23 MR. NOSTRAND: Move.

24 MS. REYES: Second.

25 CHAIRMAN JELKE: Discussion.

1 MS. REYES: A discussion?

2 MR. HILL: Was that a motion?

3 CHAIRMAN JELKE: This -- yes. He moved it.

4 There's a second.

5 MR. NOSTRAND: Discussion.

6 CHAIRMAN JELKE: We get reimbursed for that?

7 MS. ARGUDIN: Yes, we do. And they've

8 already approved the expense.

9 CHAIRMAN JELKE: All in favor?

10 MR. NOSTRAND: Aye.

11 MS. REYES: Aye.

12 MR. HILL: Aye.

13 CHAIRMAN JELKE: Aye.

14 It passes.

15 MS. ARGUDIN: And this item is the approval

16 for us to issue an RFP for the HVAC maintenance

17 and repair services as part of our procurement

18 process, our normal procurement process.

19 MR. HILL: I'll move the item.

20 MS. REYES: I'll second.

21 CHAIRMAN JELKE: Any discussion?

22 Okay. All in favor?

23 MR. NOSTRAND: Aye.

24 MS. REYES: Aye.

25 CHAIRMAN JELKE: Aye.

1 MR. HILL: Aye.

2 CHAIRMAN JELKE: That passes as well.

3 MR. NORIEGA: Next item is a resolution which
4 I had mentioned to the board I had an interest in
5 in spite of or in light of the fact that we really
6 discuss the Oak Avenue sale at every meeting.
7 There in my discussions within the Coconut Grove
8 community there's obviously a -- I think an
9 initial sense of scepticism as it relates to --
10 anytime the public engages in a sale or a project
11 they're just -- you know, most communities tend to
12 be sceptics as it relates to government's
13 long-term intention.

14 So what I wanted to do was -- and, you know,
15 we've certainly spoken of it at length and
16 certainly I've represented in a number of
17 different platforms, both to the media as well as
18 the community as I presented this -- the sale of
19 this garage and the future plan. I wanted to get
20 a formal resolution from the board, you know,
21 enabling me and empowering me that once the
22 proceeds of the garage -- once the sale is
23 finalized and the proceeds of the garage are
24 realized that we're going to reinvest all of those
25 resources back into the Grove and identified the

1 four projects that we're going to identify
2 specifically for -- for that reinvestment.

3 So I just wanted to get the board's formal
4 approval so that we have a resolution so that as
5 minor as the -- you know, it's a small detail, but
6 I think in terms of just a little bit of
7 reinsurance to the public and certainly the Grove
8 that we are -- our intention is to reinvest that
9 money. It's not going to get siphoned off to
10 another part of the City. It's not going to go to
11 anybody.

12 Certainly not our reserve and it's not going
13 to go to the City's general fund. That's also a
14 reason for this too is to protect it from any
15 potential request that might come that way. That
16 way we clearly identify this is where the money is
17 going to go. And there's really not much of a
18 gray area to that.

19 Any questions?

20 MR. NOSTRAND: Yes. Art, can you explain to
21 us what Coconut Grove business improvement
22 district infrastructure improvements are.

23 MR. NORIEGA: Yeah. So the Coconut Grove bid
24 passed a resolution and as you know, full
25 disclosure, I serve as finance chair for the bid

1 and I'm also the -- on the bid board. And we
2 passed a resolution that identified specific
3 projects that would come out of both the proceeds
4 of this sale and their existing parking trust fund
5 reserve, the amount they already have, and those
6 infrastructure improvements include the following:
7 Improvements along Main Highway as it relates to
8 sidewalk improvements, lighting and some --
9 there's some infrastructure -- it's really the
10 completion of the sidewalk program in the Grove.
11 The other is the burial of the FPL utility lines
12 along Main Highway as well and McFarlane.

13 And then the third project was the purchase
14 of one of the trolley circulator buses for the
15 circulator that's going to be created within the
16 center Grove. And so those all are all embedded
17 in the overall capital plan for the Grove. And
18 the \$2.316 million that we're giving back to the
19 Grove -- to the bid as a result of the initial
20 contribution, all of that money is going to get
21 allocated to those projects.

22 CHAIRMAN JELKE: So that money getting
23 allocated to the -- those projects, that's their
24 cost, right?

25 MR. NORIEGA: They decide what to do with it.

1 But they've already passed a resolution to that
2 effect.

3 CHAIRMAN JELKE: So they've done it?

4 MR. NORIEGA: They've done that already.

5 MR. NOSTRAND: So there's no restriction on
6 this money that has to be parking related?

7 MR. NORIEGA: No, no. The bid has very
8 specific allowances within the code that governs
9 the trust fund and allows them to spend money on
10 infrastructure and parking and -- and marketing.
11 So they have -- it's an allocation. It's -- and
12 they can only use -- for example, they get
13 surcharge money. They get their allocation of
14 surcharge money, a percentage to them back, that
15 has to specifically go towards capital. They
16 can't spend it on anything else. The bid
17 assessment they collect can be used in a number of
18 different forms. This particular -- because it
19 was -- it was an initial parking trust fund, it
20 can go to infrastructure. It was -- it was a
21 trust fund contribution.

22 MR. NOSTRAND: Towards the purchase of the
23 garage?

24 MR. NORIEGA: And it goes to -- it can go to
25 any infrastructure, any capital. It can't go to

1 marketing or operational expenses. It has to be
2 spent on a capital project.

3 MS. REYES: Their resolution matches our
4 resolution?

5 MR. NORIEGA: Their resolution is different
6 in the sense that it actually encompasses other
7 projects like the Coconut Grove Playhouse, as an
8 example, but it's -- it's very detailed in terms
9 of how they allocate it by dollar amount to each
10 of their projects that they -- they wanted to
11 identify. \$6 million total allocation there.
12 They did a reso.

13 CHAIRMAN JELKE: Yes, sir.

14 MR. CRESPO: Good morning. My name is Al
15 Crespo. On Monday I sent Mr. Noriega a letter. I
16 had two concerns about the money that was going to
17 be spent within the Grove for additional parking.
18 One was the figure that Art had given of 739
19 spaces because they incorporated the existing
20 spaces that city hall -- I call the city hall
21 parking lot, which are approximately 140 spaces,
22 70 of which are now being used and your remaining
23 50 were when the construction of the park was
24 going on was fenced off to allow construction
25 equipment and stuff to be put in.

1 Those parking spaces were included in a
2 number of projected new spaces versus existent
3 spaces. So instead of 739, if you reduce the 140,
4 it would be 603 spaces of new parking.

5 The second question I asked Mr. Noriega,
6 which I sent on Monday and I repeatedly sent the
7 letter again yesterday, was -- is the Miami
8 Parking Authority, because they're now going to
9 spend money to resurface those spaces and stripe
10 them and put bumpers or whatever, is that now
11 going to be become a metered lot? That's
12 historically been a public lot. I mean, that's
13 city hall, you know, so I -- I've not gotten an
14 answer. I just would like to get an answer.

15 MR. NORIEGA: Yes. I've been busy
16 obviously --

17 MR. CRESPO: Okay.

18 MR. NORIEGA: -- doing board briefings. I
19 haven't seen his letter, so -- but I'll answer
20 both those questions.

21 So the existing parking that exists there now
22 in terms of the expo center, all of that parking
23 is pretty much illegal and a liability. So when I
24 factored into the 120 new spaces, it is 120 really
25 new spaces. That existing space count is part of

1 what's being used for parking is actually what was
2 the old footprint of the expo center.

3 So I didn't -- I didn't deter -- I didn't
4 take away the -- what in essence was sort of the
5 configuration of the parking now. A big chunk of
6 that is being allocated towards the marina because
7 the actual marina parking got shifted entirely
8 because there was a new grass area. It sort of
9 created the one side which is for future boat
10 storage parking during the regatta season.

11 So I consider it new parking, whether it's
12 120 now or you subtract the 120, the surplus is
13 still well above 600, and I've been crystal clear
14 with everybody when I presented it. So it's one
15 of those scenarios where that particular lot in
16 particular as it relates to future use, it is
17 primarily going to be open and available to the
18 public. It will be metered with the exception of
19 public meetings at city hall.

20 So when there's a city commission meeting, we
21 won't charge for that lot. But it will be a
22 metered lot going forward. And, by the way,
23 there's also an MOU being drafted for revenue
24 share so that the bid gets a percentage of that
25 revenue as well. So we're giving back to the

1 center Grove as well --

2 MS. REYES: And that goes into their parking
3 trust?

4 MR. NORIEGA: Yeah.

5 MR. HILL: Mr. Chair, quick question. My
6 wife Carla reminded me the other day that words
7 matter. It says here "particularly" in the last
8 paragraph for Coconut Grove. Is that particularly
9 or solely? Is it -- is it the proceeds are
10 strictly for Coconut Grove parking projects or is
11 it including but not unlimited to --

12 MR. NORIEGA: No, it's all -- all Coconut
13 Grove. There's no --

14 MS. REYES: So then it should say solely.

15 MR. HILL: It should say solely.

16 MR. NORIEGA: That's fine. You can --

17 MS. REYES: Can we make that change?

18 MR. NORIEGA: -- you can change that.

19 CHAIRMAN JELKE: He's the attorney.

20 MR. HILL: And she would agree.

21 MR. NORIEGA: No. I mean -- I mean,
22 Tiffany drafted this, so --

23 MS. BRITTON: I was going to say, I --

24 MR. NORIEGA: -- so she's going to take it.

25 MS. BRITTON: I --

1 MR. NORIEGA: I already see her face, so I
2 don't have an issue with saying specifically at
3 all by the way.

4 MR. HILL: I think the Grove bid folks would
5 appreciate it as well.

6 MS. REYES: I'll move the item if hasn't
7 been moved.

8 CHAIRMAN JELKE: Is there a second?

9 MR. HILL: Second.

10 MR. NOSTRAND: Yeah.

11 CHAIRMAN JELKE: All in favor?

12 MR. NOSTRAND: Aye.

13 MS. REYES: Aye.

14 CHAIRMAN JELKE: Aye.

15 Reports?

16 MR. NORIEGA: Yeah.

17 CHAIRMAN JELKE: I think that's the last
18 item.

19 MR. NORIEGA: Yeah, it is the last item.

20 As far my report, I have good news relative
21 to the skate park. They're busy taking possession
22 of that lot this week and we'll begin what we'll
23 call phase one of the skate park layout to be --
24 it's going to have permanent, some temporary
25 structures within it. They want to open it up and

1 get it active while they finalize the fundraising
2 efforts, the full-blown full scope of the skate
3 park.

4 As soon as they are done with this particular
5 phase, we're going to do a big kind of kickoff
6 event. I'll kind of keep everybody posted. They
7 have a group out of -- I believe it's Tampa or
8 Orlando that's actually going to be doing the
9 work.

10 MR. TAPANES: Orlando for the record.

11 CHAIRMAN JELKE: It's Orlando.

12 MR. NORIEGA: It's Orlando?

13 MR. TAPANES: Yeah.

14 MR. NORIEGA: And so hopefully we can look at
15 an opening event in the next 60, 90 days there.
16 We'll call it a soft opening. But we're really
17 excited to finally get that sort of project up and
18 off the ground.

19 Virginia Key. The City has issued an
20 additional amendment to the marina RFP. I met
21 with City staff about a week ago just to get a
22 sense of what the potential timing was. At this
23 point I don't really have a good feel for it. But
24 the intent is that we are ultimately going to
25 build a garage there.

1 They have the Rusty Pelican allocation as
2 well as the future contribution from the
3 successful proposer, whoever that may be, at the
4 marina. At this point until that submittal is in
5 and we see what the scope of that project is as it
6 relates to not only just boat storage, but then
7 the other ancillary uses, we'll finalize the
8 sizing of the garage and confirm with the
9 County -- because remember, there's an allocation
10 of about 80 feet of right of way that we got from
11 the County.

12 And so we got to make sure that the footprint
13 is consistent with at least our preliminary
14 layout. So what we had proposed early on, but
15 that's moving along now finally.

16 CHAIRMAN JELKE: Wasn't there some kind of
17 time limit on something?

18 MR. NORIEGA: There is a restriction from the
19 County that the 80-foot dedicated right of way has
20 to -- construction has to begin within a period of
21 time. Right now as we stand right now we're okay.
22 But if this marina selection process gets dragged
23 out a whole lot longer, we're going to have to go
24 back to the County and get an extension. But that
25 will be the City's responsibility. That's not --

1 you know, that's not our land, so...

2 Coconut Grove Playhouse. I just kind of
3 briefly mentioned. I had a meeting with Michael
4 Spring yesterday. We have these regularly
5 scheduled sort of updates. They are in the
6 environmental testing phase of the building right
7 now. They should be done with that in the next
8 hopefully about week. And at that point both the
9 structural engineer gets in there and historic
10 preservation guys actually physically get started
11 with their assessment of the existing building.
12 And that process will take, you know, a few
13 months.

14 What Michael's staff is doing for me is they
15 sent me some preliminary utilization numbers that
16 were provided them by the future operator or by
17 the -- yeah, future operator. It's GableStage.
18 We're going to be running some models as it
19 relates to how to -- the actual sizing of the
20 garage and utilization of the garage, given what
21 they -- how they plan on using that space.

22 And then the one thing they're going get to
23 me is hopefully within -- sort of identify within
24 the next 30 days is an actual current timeline.
25 So in other words, when the historic preservation

1 assessment and the due diligence on the site plan
2 creation is ready, and then at that point it's,
3 you know, all the different milestones that have
4 to be achieved in part of that which is identify
5 the site, the building, do the historic
6 preservation vetting, go through whatever public
7 process is going to be required as part of that
8 and then at that point, you know, finishing the
9 design.

10 All of those various milestones will be
11 identified. Bid portion of it for the
12 construction and then the construction timeline so
13 I -- because I want to try to get at what is a
14 rough estimate of when we think we're going to
15 start that project and when it will be finished
16 because that's honestly a question I get from
17 everybody in the Grove consistently, in part
18 because we're committing some substantial
19 resources to that and that the one project on our
20 list that is still fluid. We don't have a strong
21 sense of when.

22 Pay By Phone.

23 MS. ARGUDIN: We are approximately this month
24 at 59 percent, so we keep on being at the higher
25 end of 50s. We even hit 60 last month. And I'm

1 sure Margarita will talk a little bit about the
2 efforts that are ongoing and upcoming to
3 promote -- continue to promote Pay By Phone and
4 get people to sign up.

5 MR. NORIEGA: As I mentioned in the quick --
6 Oak Avenue, I did a -- had a meeting with a
7 community group called Grove 2030 on Thursday of
8 last week of which if you go to Al's website he
9 videotaped the entire thing. It was a rather long
10 meeting. Jami and Tom were both there in
11 attendance. And we had a pretty good turnout.
12 I'd say it ended being about -- between people
13 coming in and out probably about 45, 50 people all
14 in. And there were a lot of -- a lot of
15 discussion.

16 Certainly there's a lot of misinformation out
17 there. Hopefully I addressed most of it. The
18 attorney for Terra was also there to give their
19 perspective. Ultimately we talked about, you
20 know, timing. And, again, I go back to the
21 Coconut Grove Playhouse. It's the one sort of
22 anomaly in terms of the when. But the hope is
23 that a lot of what we talked about, most of it's
24 going to happen really soon rather than later.

25 Obviously Regatta Park, Grove Bay, a lot of

1 these infrastructures. Because we're already --
2 we're already about to issue the deposit on the
3 FPL burial lines for the bid. And it's been back
4 and forth with -- with them this week. I know
5 that on the issue of the trolley we're also
6 working on some of the finer deals on the
7 financing side of that.

8 So there's a lot that's going to happen here
9 by the first quarter of next year hopefully.
10 Certainly by the mid part of next year. So the
11 one good thing is that we'll be able to go back to
12 the Grove and kind of show them that the money is
13 actually being spent and what we have committed to
14 is hopefully going to be 100 percent of what we
15 talked about.

16 Margarita.

17 CHAIRMAN JELKE: I had a question --

18 MR. NORIEGA: Sure.

19 CHAIRMAN JELKE: -- for you. So one of
20 the -- and Jami, you were there. One of the
21 questions or comments that came up at the meeting
22 was all of the things that we're putting money
23 into. There seemed to be a perception that those
24 things were already going to be funded.

25 MR. NORIEGA: Uh-hum.

1 CHAIRMAN JELKE: Can you help me understand
2 like why that perception was there and what's the
3 difference between us putting the money in --

4 MR. NORIEGA: Sure.

5 CHAIRMAN JELKE: -- versus --

6 MR. NORIEGA: So there's a big difference
7 from when you put money in to when you finance or
8 leverage them. And, you know, Scott and I talk a
9 lot about the issue of what's our future plan,
10 capital plan analysis. We -- we're constantly
11 updating that. And a lot of times they involved
12 when you want to expand your program from a
13 capital standpoint or an asset standpoint that
14 involves borrowing the money. A leverage against
15 it.

16 This is the one unique opportunity, of which
17 we've never had before, to take an asset that has
18 been really for a very long period of time
19 underperforming, leverage it and actually build
20 additional inventory and infrastructure, right?
21 It's not just related to parking because the bid
22 is going to do their piece. But we got the bid
23 back their money. By the way, that in and of
24 itself is a major departure from what has
25 historically happened in -- in the public realm

1 relative to when money gets put into a project.

2 Municipalities very rarely ever get that
3 money back. And so we gave -- we're getting the
4 bid back their money so they then can re-leverage
5 it on any -- on whatever way they see fit.

6 But, you know, to have done -- the one
7 project we certainly would have, I think -- well,
8 I'll say this. Grove Bay and the playhouse were
9 both projects we have cued up as part of our
10 capital plan. They are. The big difference maker
11 is we would have to have borrowed money. I mean,
12 we would have had to leverage probably close to
13 11-, \$12 million alone on those two projects that
14 we now don't.

15 So what that does -- when you talk about
16 strong fiscal policy and good -- a good strong
17 perspective in terms of how to put together a pro
18 forma -- if you can build two facilities and not
19 take on any debt, right, what that does, one, to
20 your overall success of your bottom line and then
21 how you become a better resource to a -- to a --
22 to your municipality, which is in essence what we
23 are -- you know, one of the things that is kind of
24 forgotten and a lot of times we talk about
25 monetizing, this monetization effort and all these

1 Pitri -- when you look at cities like Chicago --
2 I'm going to use them as a perfect example --
3 Chicago sold off assets.

4 So they got rid of Millennium Park Garage,
5 they got rid of all of their on street inventory.
6 They sold their toll bridge --

7 MR. NOSTRAND: They privatized.

8 MR. NORIEGA: -- their Skyway. Yeah, they
9 privatized it all and they put every single dime
10 of that money into buying down debt. They didn't
11 build anything new. They didn't repair their
12 aging infrastructure as relates to their transit
13 system. They literally bought down debt because
14 they were so broke as a municipality that they
15 were up against a huge debt balloon of what
16 basically was a bomb that was going to go off from
17 a pension obligation, and they knew they needed to
18 buy that down.

19 So they really put all their money into sort
20 of buying down a liability rather than actually
21 building infrastructure. We're doing exactly what
22 good fiscal policy ought to be which is taking an
23 asset and re-leveraging it to build more. We're
24 not putting it into the general fund. We're not
25 paying off debt. We're literally reinvesting all

1 of that money into new projects. And that's
2 really what we ought to be doing and that's -- I
3 think that's just good sound policy. So would
4 some of those projects have been built? They may
5 have absolutely without the money. Now, the
6 Regatta Park parking would not have happened if it
7 weren't for the sale of this garage. It won't
8 happen because the City -- unless the City ponies
9 up and puts money into it, which they have been
10 very hesitant to do because they don't have any
11 money allocated towards it now so --

12 CHAIRMAN JELKE: And would this speed up
13 anything else? Like is the fact that we're
14 putting in money helping the timeline or is it --

15 MR. NORIEGA: No. I mean, the Grove Bay --

16 CHAIRMAN JELKE: Just a financial --

17 MR. NORIEGA: -- has its own timeline and
18 it's predicated on -- you know, it's been delayed
19 because of litigation. And unfortunately that
20 thing should have already started, but --

21 CHAIRMAN JELKE: So it's more of a financial
22 benefit plus the one garage that you're talking?

23 MR. NORIEGA: Yeah. It's an economic benefit
24 to us to be able to build something and not have
25 to borrow money to do it. It's a huge asset to

1 us.

2 CHAIRMAN JELKE: I just thought it was -- I
3 mean, we're here. We get the briefings. It makes
4 perfect sense to me. We're kind of business
5 people. We sort of get it. But, you know, it's
6 important --

7 MR. NORIEGA: Well, that's why it was
8 important for you guys to be there, by the way,
9 because you can hear -- you can actually hear it.
10 It's not just me telling you the conversations
11 that I have in the community. You need to see it.
12 So that was why I really wanted both of you guys
13 there.

14 CHAIRMAN JELKE: I appreciate.

15 MS. REYES: Thank you.

16 MS. DELGADO: Good morning. Margarita
17 Delgado, MRD Consulting, for the record.

18 Mr. Chairman and members, I'm sorry I was
19 late. I had a meeting at 8:30 in --

20 CHAIRMAN JELKE: That's okay.

21 MS. DELGADO: Thank you.

22 CHAIRMAN JELKE: Sorry. That was my fault.

23 MS. DELGADO: It's better at 8:00.

24 As Ms. Argudin was saying, we're kicking off
25 a campaign to promote Pay By Phone through the

1 beginning of the holidays beginning of December
2 with SBS, Spanish Broadcasting System. We expect
3 this campaign to be really, really successful
4 based on the successes we had with the Alhonac
5 (phonetic) concert. So basically now we're giving
6 away -- it's a raffle. They're giving away
7 tickets for a Grand Slam concert that's going to
8 happen on December 5th and people are able to
9 enter if they register and download the app for
10 Pay By Phone.

11 So the average registrations per event the
12 last time was 30, 30 to 35. So we expect -- in
13 within a two-hour period. We expect it to be much
14 better this time. It's like 15 -- 13 or 15
15 singers, so it -- hyper fun, so --

16 MS. REYES: Will you be at the Miami Book
17 Fair as well?

18 MS. DELGADO: Yes, of course. Always.
19 Always.

20 We're working on this exciting project also
21 in Wynwood in connection with Art Basel, as you
22 all know, Park Your Art and --

23 MR. HILL: No pun intended.

24 MS. DELGADO: No, no, no, actually --

25 MR. NORIEGA: There is a pun there.

1 MS. DELGADO: Somebody came up with Art Park
2 something and I said, we're not parking our CEO,
3 so let's avoid that tagline.

4 Anyway, so they got interesting proposals
5 from artists, emerging and established, and the
6 painting event -- they'll be painting the seven
7 Pay and Display machines throughout Wynwood. It's
8 going to happen on the 19th. That would be
9 promoted heavily through the media. And Rolando
10 and I have done our -- this month our five-minute
11 radio capsule. So we're promoting it as well as
12 Pay by Phone also.

13 MS. REYES: So it's still open? The
14 selection process is still --

15 MS. DELGADO: It's closed.

16 MS. REYES: It's closed.

17 MS. DELGADO: It closed on the 23rd and --

18 MR. HILL: Sorry, Jami.

19 MS. REYES: I know.

20 MS. DELGADO: And Rolando has been on the
21 media promoting it as well, TV and radio. And so
22 we'll do that again.

23 Also --

24 MR. TAPANES: If I may add -- I'm sorry,
25 Margarita. We're meeting in a committee to review

1 the submittals, yeah --

2 MS. REYES: Okay.

3 MR. TAPANES: -- after this meeting.

4 MR. NORIEGA: Did you guys see the
5 pictures --

6 MS. REYES: No.

7 MR. NORIEGA: -- of the mockup that was done?

8 Do you have those, Roly, that you can share
9 with us by e-mail? We can send them out.

10 MS. ARGUDIN: Yeah. I'll send them to you.

11 MR. NORIEGA: Send them out. We had a -- we
12 did -- they did a mockup. It looks really cool.

13 MS. REYES: Okay.

14 MS. DELGADO: It's really, really cool.

15 MR. NORIEGA: It gives us sort of an idea.

16 MS. DELGADO: Really.

17 I think we're going to have a good response
18 the day of the event. And this hopefully will be
19 a yearly event. It's pretty unique and that's the
20 way we're pitching it because I don't believe
21 there's any other parking organization in the
22 United States that has ever done parking and art,
23 so this is the beginning. And as you all know,
24 we're -- parking and this project, we're kicking
25 off in March for 2016 Art Basel. That's a

1 separate one.

2 Writing content for the -- to promote the APO
3 accreditation which is so important. Working on
4 the suggestion that Mr. Nostrand made at the last
5 meeting to name some of the lots. And so I want
6 to move very carefully with that, with the naming
7 process, because sometimes those naming projects
8 can come back to haunt you. So I've had some
9 recommendations that I haven't distributed yet,
10 but I want to make sure we're vetting those names.

11 MR. NORIEGA: Are we starting off with saints
12 or -- so we're protected?

13 MS. REYES: Wait. Where are the names coming
14 from? I missed this at a meeting?

15 MS. DELGADO: They're coming from nowhere. I
16 just have to come up with a list.

17 MR. NORIEGA: We're just waiting -- Nostrand
18 decided we should brand and identify recognized
19 lots instead of by number we should give them a
20 name.

21 CHAIRMAN JELKE: So instead of G3 it would be
22 called --

23 MS. REYES: College Station?

24 CHAIRMAN JELKE: -- the Jami Reyes lot.

25 So --

1 MS. REYES: So it would be named after
2 people?

3 MR. NORIEGA: Jami Reyes in memoriam -- I
4 mean, memorialized.

5 MS. DELGADO: Oh, no.

6 MS. REYES: Thanks.

7 MR. HILL: Thanks, Art.

8 MR. NORIEGA: We'll name it 30, 40 years from
9 now obviously.

10 MS. REYES: Oh, wait. After people?

11 CHAIRMAN JELKE: Or a location.

12 MR. NORIEGA: Or a location.

13 MS. DELGADO: And not all of them.

14 MR. NORIEGA: Yeah, not all of them. He
15 just -- he brought it up as a suggestion so we --
16 we said we'd go --

17 MS. REYES: No, no. I understand.

18 MR. NORIEGA: -- through our inventory.

19 MS. REYES: I just, you know --

20 MR. NORIEGA: We have -- we have a couple.
21 We have like Jose Marti Lot.

22 MS. REYES: -- I have thoughts of Canseco
23 Drive, you know.

24 MR. NORIEGA: What?

25 MR. TAPANES: To Margarita's point, they can

1 come back to haunt you.

2 MR. NORIEGA: Yes. Exactly.

3 MS. DELGADO: And there are a couple of
4 others so --

5 MS. REYES: Yeah, yeah. I know.

6 MR. HILL: Corporations or people?

7 MS. REYES: Yes.

8 MS. DELGADO: And courtesy -- to continue
9 with the holiday promotion for Pay By Phone,
10 courtesy of Pay By Phone -- thank you, Diane -- we
11 have season tickets that we're going to raffle off
12 for people who register Pay By Phone. They're
13 season tickets for the U.M. -- Mr. Hertz would
14 have been happy to hear that -- for the U.M.
15 basketball games. So that's another one. And
16 it's all going to happen within the next few
17 months.

18 We'll do the toy collection again this year
19 to benefit U.M.'s -- the Holtz Children's
20 Hospital. And -- so we're working on a million
21 other things at Pay By Phone special events, et
22 cetera.

23 Questions?

24 CHAIRMAN JELKE: I've got --

25 MS. DELGADO: Mr. Hill, you have no questions

1 for me this time? I'm shocked.

2 CHAIRMAN JELKE: I have one question. I'm
3 sorry, Margarita. Maybe it's for both of you
4 guys. So tourists that rent cars probably don't
5 have Pay By Phone on their phone. Is that like
6 the next concept of where we go to help boost some
7 of that? I'm assuming they like are -- I mean,
8 I've seen them walking around trying to figure out
9 what to do. I've actually helped some of them.
10 This is where you put the dollar. This is how it
11 works. It's got to be exact change or whatever.

12 MS. DELGADO: I like that.

13 MR. HILL: Remember we had mentioned a few
14 months back the visitors bureau relationship --

15 MS. DELGADO: Yes.

16 MR. HILL: -- so we still have something
17 going on.

18 CHAIRMAN JELKE: Something in rental cars?

19 MS. DELGADO: Do we have an internal contact
20 for -- that we deal with -- with the convention?

21 MS. REYES: Sure.

22 MR. NORIEGA: Bill Talbert.

23 MS. REYES: All of us.

24 MR. NORIEGA: Bill Talbert.

25 MS. REYES: Yeah. Go straight to the top.

1 MR. NORIEGA: Somebody -- I mean, let him
2 delegate --

3 MS. REYES: Yeah.

4 MR. NORIEGA: -- who he wants to delegate.

5 CHAIRMAN JELKE: I mean, there's at least 10
6 to 20 percent of those cars that are in the main
7 areas that we have.

8 MS. REYES: Especially right now with the
9 events coming up.

10 MS. DELGADO: Exactly.

11 MS. REYES: Miami Book Fair, Art Basel.

12 MR. NORIEGA: And the one good thing about
13 Pay By Phone is -- remember, it started off as a
14 dial in --

15 MS. REYES: Right.

16 MR. NORIEGA: -- revenue. So you don't need
17 to necessarily have the app. to buy parking if you
18 can do that over the phone.

19 MS. REYES: Right, right, right. But you're
20 right. I mean, we have a lot of -- a lot of
21 events coming up.

22 MS. DELGADO: It's a very -- yeah.

23 MS. REYES: It's a nice --

24 CHAIRMAN JELKE: You know, a bar code. Like
25 one of those QR codes and just scan, there's apps

1 in there and then they -- I mean, it's easy.

2 MR. HILL: Margarita, it's going to be
3 Rolando, the VP of marketing for the visitors
4 bureau.

5 MS. DELGADO: Yes.

6 MR. HILL: He's likely --

7 MS. DELGADO: Aedo, right?

8 MR. HILL: -- the person that --

9 MS. ARGUDIN: Yes.

10 MR. NORIEGA: Yes.

11 MS. REYES: Yeah.

12 MS. DELGADO: Okay.

13 MR. TAPANES: I thought you were talking
14 about me. I was like, what, another thing I have
15 to do.

16 MS. DELGADO: He's wearing a new hat.

17 MR. HILL: You've been called worse.

18 CHAIRMAN JELKE: Any other questions?

19 MS. DELGADO: Thank you.

20 CHAIRMAN JELKE: All right. Move to adjourn?

21 MS. REYES: Move.

22 CHAIRMAN JELKE: Second?

23 MR. HILL: Second.

24 CHAIRMAN JELKE: All in favor?

25 MS. REYES: Aye.

1 CHAIRMAN JELKE: Aye.

2 Meeting is adjourned. Thank you, everybody.

3 (Thereupon, the meeting was adjourned at 9:32

4 a.m.)

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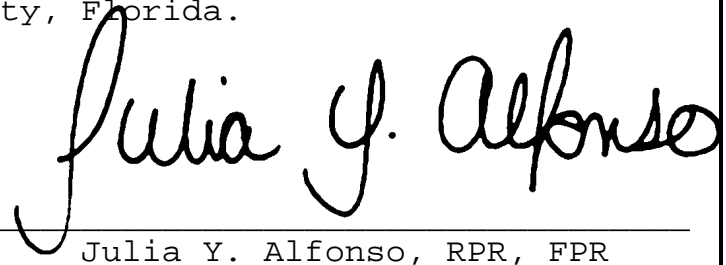
C E R T I F I C A T E

THE STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I, Julia Y. Alfonso, RPR, FPR, do hereby
certify that I was authorized to and did
stenographically report the foregoing proceedings
and that the transcript is a true and complete
record of my stenographic notes.

I further certify that I am not a relative,
employee, attorney or counsel of any of the
parties, nor financially interested in the
foregoing action.

Dated this 17th day of November, 2015,
Miami-Dade County, Florida.



Julia Y. Alfonso, RPR, FPR