

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND
LINCOLN ROAD BUSINESS IMPROVEMENT DISTRICT, INC.
TO CONDUCT A SPECIAL MAIL BALLOT ELECTION
TO APPROVE THE RENEWAL OF THE SPECIAL ASSESSMENT DISTRICT
KNOWN AS THE LINCOLN ROAD BUSINESS IMPROVEMENT DISTRICT
AND TO PROVIDE FUNDING FOR THE CITY'S COSTS ASSOCIATED THEREWITH**

This Memorandum of Understanding ("MOU") is hereby entered into this _____ day of _____, 2024, by and between the City of Miami Beach, a Florida municipal corporation with offices at 1700 Convention Center Drive, Miami Beach, Florida 33139 ("City"), and Lincoln Road Business Improvement District, Inc., a Florida not-for-profit corporation with offices at 1620 Drexel Avenue, Suite 100, Miami Beach, FL 33139 (the "BID") (altogether, the "Parties").

RECITALS

WHEREAS, on July 24, 2024, the Mayor and City Commission adopted Resolution No. 2024-33178, which renewed, pursuant to Chapter 170, Florida Statutes, and subject to the approval of a majority of the affected property owners, a special assessment district known as the Lincoln Road Business Improvement District (the "District"), which is set to expire in 2025, for an additional term of ten (10) years, to stabilize and improve the Lincoln Road retail business district, through promotion, management, marketing, and other similar services;

WHEREAS, the District consists of those commercial properties bounded on the west by Alton Road; on the east by Washington Avenue; on the north by 17th Street; and on the south by Lincoln Lane South; provided, however, that the following properties shall be excluded and exempted from the District: (1) residential properties; (2) any property owned or occupied by a religious institution and used as a place of worship or education (as defined in Section 170.201 (2), Florida Statutes); and (3) common areas owned by condominium associations; and

WHEREAS, a special mail ballot election shall be held to determine whether, pursuant to Chapter 170, Florida Statutes, a majority (50% plus one) of the affected property owners approve the creation of the District (the "Election"); and

WHEREAS, the City and the BID hereby agree to the terms of this MOU, which shall set forth the obligations of the Parties with respect to the Election.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. RECITALS

The recitals are true and correct and hereby incorporated into and made a part of this MOU.

2. CITY'S OBLIGATIONS

The City, through the Office of the City Clerk and Office of the City Attorney, shall provide the following services relative to the Election:

- A. Conduct the Election pursuant to the Special Mail Ballot Election Procedures, attached hereto and incorporated herein as Exhibit "A."

- B. Prepare and disseminate any documents necessary to effectuate the Election, including the official ballot, instruction sheet, and form affidavit affirming the voter's authority to vote on behalf of a property owner, as well as any notices and advertisements required by law.
- C. Communicate with the Mayor and City Commission regarding the progress of the Election.

3. **TERM AND EXPIRATION DATE**

This MOU and the Parties' obligations hereunder shall commence upon the full execution of this MOU, and shall terminate upon the City Clerk's certification of the results of the Election to the City Commission.

4. **COMPENSATION**

The BID shall pay and/or reimburse the City for all costs necessary to conduct the Election, including the City's staff costs, as well as the cost of postage, printing, mailing, supplies, advertising, and translation (the "Fee"), as set forth in the proposed budget, attached hereto as Exhibit "B." The total Fee due to the City shall not exceed **\$30,000**, unless otherwise mutually agreed to and approved, in writing, by the Parties. For purposes of this Section 4, the City Manager shall be authorized to act on behalf of the City.

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IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By:

Rafael E. Granado
City Clerk

Eric T. Carpenter
City Manager

Date

Date

LINCOLN ROAD BUSINESS IMPROVEMENT DISTRICT, INC.

ATTEST:

By:

Signature

Lyle Stern
President

Print Name / Title

Date

Date

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

9/31/2024

Date

NK