City Commission Meeting

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
June 7, 2006

Mayor David Dermer
Vice-Mayor Saul Gross
Commissioner Matti Herrera Bower
Commissioner Simon Cruz
Commissioner Luis R. Garcia, Jr.
Commissioner Jerry Libbin
Commissioner Richard L. Steinberg

City Manager Jorge M. Gonzalez
City Attorney Jose Smith
City Clerk Robert E. Parcher

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ATTENTION ALL LOBBYISTS

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

REGULAR AGENDA

R5 - Ordinances

R5A An Ordinance Amending Chapter 142, "Land Development Regulations," Of The City Code; By Amending Division 11, "I-1 Light Industrial District," By Requiring Conditional Use Approval For New Construction Of Structures 50,000 Square Feet And Over On The Other Affected Properties On Terminal Island And That The First Step In The Development Review Process Shall Be The Conditional Use Review By The Planning Board. Providing For Repealer, Severability, Codification And An Effective Date. **10:15 a.m. First And Only Reading And Public Hearing** (Page 300)
(Planning Department)

R5B Supplemental Conditional Review Criteria For Large Structures
An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Chapter 118, "Administration And Review Procedures," Article IV, "Conditional Use Procedure," By Creating Review Guidelines For New Structures 50,000 Square Feet And Over; Providing For Repealer, Severability, Codification And An Effective Date. **First Reading** (Page 307)
(Planning Department)

R5 - Ordinances (Continued)

R5C An Ordinance Amending Chapter 46 Of The City Code, Entitled "Environment," By Amending Article IV, Entitled "Noise," By Amending Section 46-156, Entitled "Temporary Permits," By Amending The Prohibited Areas For Construction Noise And Providing Exceptions Thereto; Providing For Codification, Repealer, Severability, And An Effective Date. **10:45 a.m. Second Reading, Public Hearing** (Page 314)

(City Manager's Office)
(Continued from May 10, 2006)

R5D An Ordinance Amending Chapter 46 Of The City Code, Entitled "Environment," By Amending Article IV, Entitled "Noise," By Amending Section 46-156, Entitled "Temporary Permits," By Amending The Procedures And Requirements For Construction Activities And Providing Exceptions Thereto, Prohibiting Construction On Sundays And National Holidays In All Zoning Districts, Except Under Certain Circumstances As Authorized By The Building Official, Providing Provisions For The Revocation Of Temporary Permits, And Providing Subheading Titles To Be Entitled (A) "Requirements And Procedures," (B) "Violation Of Temporary Permits" And (C) "Revocation Of Temporary Permits;" Amending Section 46-158, Entitled "Enforcement By Code Inspectors; Notice Of Violation, Warnings" By Amending Subsection (A) To Clarify The Notice Of Violation Provisions, Amending Subsection (B)(2) To Provide Clarification As To The Number Of Written Warnings Prior To A Notice Of Violation And Providing That A Violation, Instead Of A Written Warning, Shall Be Issued If A Violator Is Also Being Cited For An Illegal Commercial Or Non-Permitted, Non-Residential Use In A Residential Zoning District; Amending Section 46-159 Entitled "Fines And Penalties For Violation; Appeals; Alternate Means Of Enforcement," By Providing Fines And Penalties For Any Offense Which Was Committed While The Violator Was Also Engaged In An Illegal Commercial Or Non-Permitted, Non-Residential Use In A Residential Zoning District; Providing For Codification, Repealer, Severability, And An Effective Date. **First Reading** (Page 323)

(City Manager's Office)

R5E Residential Performance Standard Requirements
An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations" Article II, "District Regulations" Division 18, "PS Performance Standard District," Amending Section 142-696 "Residential Performance Standard Area Requirements," By Amending The Maximum Building Height In The R-PS4 Zoning District; Amending Section 142-697 "Setback Requirements In The R-PS1, 2, 3, 4 Districts," To Provide For Additions To Follow The Existing Building Line And Modifying The Tower Setbacks; Providing For Codification, Repealer, Severability And An Effective Date. **First Reading** (Page 336)

(Planning Department)

R5F Nonconforming Gasoline Service Stations
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 118, "Administration And Review Procedures," Article IX, "Nonconformances," Section 118-395 To Add New Subsections For Nonconforming Gasoline Service Stations; Providing For Repealer, Codification, Severability And An Effective Date. **First Reading** (Page 349)

(Planning Department)

R5 - Ordinances (Continued)

R5G Planning Board Review Criteria Pursuant To The Requirements Of Subpart A Of The City Charter, Section 1.03(B)3.
An Ordinance Amending Chapter 118, Of The City Code Entitled, "Administration And Review Procedures," By Amending Division 2, "Planning Board," Section 118-51, "Powers And Duties," By Including Criteria For The Review Of The Sale, Exchange, Conveyance Or Lease Of Ten Years Or Longer Of Such City Property, As Provided In City Charter, Section 1.03(B)3; Providing For Repealer, Severability, Codification And An Effective Date. **First Reading** (Page 356)
(Planning Department)

R5H An Ordinance Amending Ordinance No.789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, Providing For The Classifications In Group V, Being Those Classifications Covered By The Government Supervisors Association Of Florida, Opieu Local 100, (GSAF), In Accordance With The Negotiated Agreement; Retroactively Effective In The First Pay Period Ending In October Of 2003, There Shall Be An Across The Board Wage Increase Of One Half Percent (.5%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By One Half Percent (.5%); Retroactively Effective With The First Pay Period Ending In October Of 2004, There Shall Be An Across The Board Wage Increase Of One Half Percent (.5%), And The Minimum And The Maximum Of Each Pay Range Will Also Be Increased By One Half Percent (.5%); Retroactively Effective In The First Pay Period Ending In October 2005, There Shall Be An Across The Board Wage Increase Of One Percent (1%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By One Percent (1%); Amending The Minimum And Maximum Of The Pay Ranges To Reflect The Present Classification And Pay System Applicable To The Unclassified Classifications; Repealing All Ordinances In Conflict; Providing For Severability, Effective Date And Codification.
First Reading (Page 367)
(Human Resources)

R7 - Resolutions

R7A A Resolution Approving, Following A Duly Noticed Public Hearing Held On June 7th, 2006, An After-The-Fact Revocable Permit To AB Green Raleigh LLC (The Applicant), As The Owner Of The Raleigh Hotel, Located At 1775 Collins Avenue, Miami Beach, Florida, To Retain Portions Of Existing Encroachments In The Adjacent 18th Street End Right-Of-Way, East Of Collins Avenue, Consisting Primarily Of A Portion (West End) Of The North Privacy Wall Surrounding The Hotel Pool Deck, Reconfigured Steps And Landing On The North Entrance, And Columns And Certain Landscaping Framing The North Driveway Exit; Accepting The Recommendations Of The City Administration And Finding That The Criteria For Granting Said Revocable Permit, Pursuant To Section 82-94 Of The City Code, Have Been Satisfied; Provided Further That Said Permit Is Approved And Granted To The Extent Provided In, And Subject To And Contingent Upon, The Conditions Set Forth In This Resolution (Including But Not Limited To Applicant's Removal Of All Other Encroachments Within The Right-Of-Way, Including, Without Limitation, Existing Landing And Portion Of The Existing Stairs, Certain Other Walls, A Trash Enclosure, An Underground Storage Vault, Columns, And Other Landscaping). **10:30 a.m. Public Hearing** (Page 375)
(Public Works)
(Continued from May 10, 2006)

R7 - Resolutions (Continued)

R7B A Resolution To Consider At A Public Hearing An After-The Fact Revocable Permit Request By Mr. Michael R. Buckner And His Wife Margo Buckner, Owners Of The Property Located At 6120 La Gorce Drive, To Retain An Iron Gate, Columns, Hedges, Canvas Canopy And Portion Of A Wood Deck Located Within The Adjacent Apache Avenue City Right-Of-Way. **11:00 a.m. Public Hearing** (Page 388)

(Public Works)

R7C A Resolution Approving And Appropriating $991,850 From Parking Revenue Bond Fund No. 481 For The Wireless (WiFi) Upgrade Of 250 Existing Multi-Space Parking Pay Stations (Phase I) And The Purchase And Installation Of 250 Wireless (WiFi) Enabled Multi-Space Parking Pay Stations (Phase II). (Page 395)

(Parking Department)

R7D A Resolution Approving, On First Reading, A Lease Agreement Between The City And The Log Cabin Enterprises, Inc., For Use Of Approximately 52,000 Square Feet Of City-Owned Property, Located On The West Side Of Collins Avenue Between 81st And 82nd Streets, Miami Beach, Florida, More Specifically Defined As Those Parcels Of Land Known As Lots 1-6 Of Block 81, Altos Del Mar No. 1, PB 31-40 For An Initial Three (3) Year Term Commencing On August 1, 2006, And Ending On July 31, 2009, With Two (2) Additional Three (3) Year Renewal Terms, At The City's Sole Discretion; Further Waiving By 5/7ths Vote, The Competitive Bidding And Appraisal Requirements, As Required By Section 82-39 Of The Miami Beach City Code, Finding Such Waiver To Be In The Best Interest Of The City; And Further Setting A Public Hearing On July 12, 2006, For The Second Reading (And Final Approval) Of The Lease Agreement. **First Reading** (Page 402)

(Asset Management)

R7E A Resolution Approving, On First Reading, A Lease Agreement Between The City And The Boys And Girls Club Of Miami, Inc., For Use Of The One Story Building Located Within Flamingo Park, Encompassing Approximately 4,450 Square Feet Of City-Owned Property, For An Initial Three (3) Year Term, Commencing On August 1, 2006, And Ending On July 31, 2009, With Two (2) Additional Three (3) Year Renewal Terms, At The City's Sole Discretion; Further Waiving, By 5/7ths Vote, The Competitive Bidding And Appraisal Requirements, As Required By Section 82-39 Of The Miami Beach City Code, Finding Such Waiver To Be In The Best Interest Of The City; And Further Setting A Public Hearing On July 12, 2006, For The Second Reading (And Final Approval) Of The Lease Agreement. **First Reading** (Page 429)

(Asset Management)

R7F A Resolution Approving, On First Reading, A Lease Agreement Between The City And Sunrise Community, Inc., For Use Of Approximately 2,500 Square Feet Of City-Owned Property, Located At 8128 Collins Avenue (On The West Side Of Collins Avenue Between 81st And 82nd Streets) For The Purpose Of Operating And Managing A Vocational Training Site For Developmentally Disabled Adults, Said Lease Having An Initial One (1) Year Term, Commencing Retroactively On September 1, 2005, And Ending On August 31, 2006, With Two (2) Additional One (1) Year Renewal Terms, At The City's Sole Discretion; Further Waiving By 5/7ths Vote, The Competitive Bidding And Appraisal Requirements, As Required By Section 82-39 Of The Miami Beach City Code, Finding Such Waiver To Be In The Best Interest Of The City; And Further Setting A Public Hearing On July 12, 2006, For The Second Reading (And Final Approval) Of The Lease Agreement. **First Reading** (Page 456)

(Neighborhood Services)

R7 - Resolutions (Continued)

R7G A Resolution Approving An Agreement Between The City And Camp Dresser & Mckee Inc. (CDM), In The Amount Of $850,000, For Digital Conversion Of Data For The Water Distribution, Sanitary Sewer Collection, Stormwater Conveyance, Streets And Streetlighting Infrastructure; All Toward The Continuing Development And Implementation Of A Geographic Information System (GIS) Pursuant To RFP No. 64-02/03 For The Infrastructure Management System (IMS); Authorizing The Mayor And City Clerk To Execute An Agreement With CDM; And Further Appropriating Funds, In The Amount Of $270,000, From The Water, Sewer And Stormwater Retained Earnings To Complete The Funding For This Contract; Plus The Purchase Of GIS Related Equipment And Project Contingency. (Page 483)

(Public Works)

R7H A Resolution Amending Resolution No. 99-23225, Expanding Parking Areas For Restricted Residential Permit Parking Zone One (South Pointe) On The Northside Of 4th Street, Between Alton Road And Euclid Avenues, And On The 400 Blocks Of Euclid, Meridian, Jefferson, Michigan, And Lenox Avenues, Respectively, As Provided In Section 106-78 Of The Miami Beach City Code. **Public Hearing** (Page 502)

(Parking Department)

R9 - New Business and Commission Requests

R9A Board And Committee Appointments. (Page 510)
(City Clerk's Office)

R9A1 Board And Committee Appointments - City Commission Appointments. (Page 516)
(City Clerk's Office)

R9A2 Nomination Of Yamile Jimenez-Soto As Tenant Commissioner For The Miami Beach Housing Authority. (Page 530)
(Requested by Mayor David Dermer)

R9B1 Dr. Stanley Sutnick Citizen's Forum. (1:30 p.m.) (Page 538)
R9B2 Dr. Stanley Sutnick Citizen's Forum. (5:30 p.m.)

R9C Discussion Regarding The Elimination Of The Ability To Avoid Building Required Parking In The Flamingo Park Local Historic District By Paying Impact Fees. (Page 540)
(Requested by Commissioner Richard L. Steinberg)

R9D Discussion Regarding A Proposed Charter Amendment Calling For A Public Vote For The November 7 Ballot, Prior To Transfers Of City Interest In Public Rights Of Way. (Page 542)
(Requested by Mayor David Dermer)

R9 - New Business and Commission Requests (Continued)

R9E Discussion And Referral To The Planning Board - Conditional Use Review For New Construction That Exceeds 1.0 FAR Up To Maximum 1.25 FAR In The Flamingo Park Local Historic District: An Ordinance Amending Chapter 142, "Land Development Regulations," Of The City Code; By Amending Division 3, "Residential Multifamily Districts," Subdivision II, "RM-1 Residential Multifamily Low Intensity,." Section 142-153, "Conditional Uses," By Providing For Conditional Use Review By The Planning Board Of New Structures In The Flamingo Park Local Historic District That Are Over 1.0 Floor Area Ratio (FAR), But Not To Exceed 1.25 FAR. (Page 546)
(Planning Department)

R9F Request By The Miami Design Preservation League And Affected Persons To Review A Board Decision Pertaining To DRB File No. 18871. **11:15 a.m. Public Hearing** (Page 550)
(Planning Department)

R9G Discussion Regarding A Resolution Urging Miami-Dade County To Adopt An Amendment To Chapter 1 Of The Florida Building Code Giving All Municipalities The Authority To Deny New Permits To Contractors With Open And Expired Permits, Subject To The Building Official's Discretion. (Page 586)
(Requested by Commissioner Jerry Libbin)

R9H Discussion Regarding An Amendment To The City Center Redevelopment Plan, For The Purpose Of Allowing Funds To Be Used To Purchase And/Or Renovate Buildings Within The RDA And Make Units Within Those Buildings Available As Workforce Housing. (Page 588)
(Requested by Commissioner Jerry Libbin)

R9I Discussion Regarding Memorial Day Weekend, Associated City Expenses And Projected Financial Impact. (Page 590)
(Requested by Commissioner Luis R. Garcia, Jr.)

R9J Discussion Regarding The Timetable For Election Or Appointment To Fill The Possible Vacancy Of The Group V Commission Seat. (Page 592)
(Requested by Mayor David Dermer)

R9K Discussion Regarding The Relationship Between The Information Technology Department, Finance Department And Cyborg System. (Page 594)
(Requested by Commissioner Luis R. Garcia, Jr.)

R9L Discussion Regarding Fire Inspection Fee In The 2006/07 City Budget. (Page 596)
(Requested by Commissioner Luis R. Garcia, Jr.)

R9M Discussion Regarding Entering Into Public/Private Partnerships To Develop The Surface Parking Lot At 1625 West Avenue Into Workforce Housing. (Page 598)
(Requested by Commissioner Luis R. Garcia, Jr.)

Reports and Informational Items

A City Attorney's Status Report. (Page 601)
(City Attorney's Office)

B Parking Status Report - April 2006. (Page 605)
(Parking Department)

C Status Report On The Rehabilitation Of The Existing Building And Construction Of The New Fire Station No. 2. (Page 643)
(Capital Improvement Projects)

D Status Report On The Construction Of Fire Station No. 4. (Page 645)
(Capital Improvement Projects)

E Status Report On The Normandy Isle Park And Pool Project. (Page 647)
(Capital Improvement Projects)

F Informational Report To The Mayor And City Commission, On Federal, State, Miami-Dade County, U.S. Communities, And All Existing City Contracts For Renewal Or Extensions In The Next 180 Days. (Page 649)
(Procurement)

G Non-City Entities Represented By City Commission:
1. Minutes Form The Performing Arts Center Trust Board Meeting On March 28, 2006 And Agenda For The May 30, 2006 Meeting. (Page 651)
(Requested by Commissioner Matti Herrera Bower)

End of Regular Agenda

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

Office of the City Clerk

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

THE REGULARLY SCHEDULED MEETINGS OF THE CITY COMMISSION ARE ESTABLISHED BY RESOLUTION. SCHEDULED MEETING DATES ARE AVAILABLE ON THE CITY'S WEBSITE, DISPLAYED ON CABLE CHANNEL 77, AND ARE AVAILABLE IN THE CITY CLERK'S OFFICE. COMMISSION MEETINGS COMMENCE NO EARLIER THAN 9:00 A.M. GENERALLY THE CITY COMMISSION IS IN RECESS DURING THE MONTH OF AUGUST.

1. DR. STANLEY SUTNICK CITIZENS' FORUM will be held during the first Commission meeting each month. The Forum is split into two (2) sessions, 1:30 p.m. and 5:30 p.m., or as soon as possible thereafter, provided that the Commission Meeting has not already adjourned prior to the time set for either session of the Forum. In the event of adjournment prior to the Stanley Sutnick Citizens' Forum, notice will be posted on Cable Channel 77, and posted at City Hall. Approximately thirty (30) minutes will be allocated for each session, with individuals being limited to no more than three (3) minutes or for a time period established by the Mayor. No appointment or advance notification is needed in order to speak to the Commission during this Forum.

2. Prior to every Commission meeting, an Agenda and backup material are published by the Administration. Copies of the Agenda may be obtained at the City Clerk's Office on the Monday prior to the Commission regular meeting. The complete Agenda, including all backup material, is available for inspection the Monday and Tuesday prior to the Commission meeting at the City Clerk's Office and at the following Miami Beach Branch Libraries: Main, North Shore, and South Shore. The information is also available on the City's website: http://miamibeachfl.gov.

3. Any person requesting placement of an item on the Agenda must provide a written statement with his/her complete address and telephone number to the Office of the City Manager, 1700 Convention Center Drive, 4th Floor, Miami Beach, Fl 33139, briefly outlining the subject matter of the proposed presentation. In order to determine whether or not the request can be handled administratively, an appointment may be scheduled to discuss the matter with a member of the City Manager's staff. "Requests for Agenda Consideration" will not be placed on the Agenda until after Administrative staff review. Such review will ensure that the issue is germane to the City's business and has been addressed in sufficient detail so that the City Commission may be fully apprised. Such written requests must be received in the City Manager's Office <u>no later than noon on Tuesday of the week prior to the scheduled Commission meeting</u> to allow time for processing and inclusion in the Agenda package. Presenters will be allowed sufficient time, within the discretion of the Mayor, to make their presentations and will be limited to those subjects included in their written requests.

4. Once an Agenda for a Commission Meeting is published, persons wishing to speak on item(s) listed on the Agenda, other than public hearing items and the Dr. Stanley Sutnick Citizens Forum, should call or come to City Hall, Office of the City Clerk, 1700 Convention Center Drive, telephone 673-7411, before 5:00 p.m., no later than the day prior to the Commission meeting and give their name, the Agenda item to be discussed, and if known, the Agenda item number.

5. All persons who have been listed by the City Clerk to speak on the Agenda item in which they are specifically interested, and persons granted permission by the Mayor, will be allowed sufficient time, within the discretion of the Mayor, to present their views. When there are scheduled public hearings on an Agenda item, IT IS NOT necessary to register at the City Clerk's Office in advance of the meeting. All persons wishing to speak at a <u>public hearing</u> may do so and will be allowed sufficient time, within the discretion of the Mayor, to present their views.

6. If a person wishes to address the Commission on an emergency matter, which is not listed on the Agenda, there will be a period allocated at the commencement of the Commission Meeting when the Mayor calls for additions to, deletions from, or corrections to the Agenda. The decision as to whether or not the matter will be heard, and when it will be heard, is at the discretion of the Mayor. On the presentation of an emergency matter, the speaker's remarks must be concise and related to a specific item. Each speaker will be limited to three minutes, or for a longer or shorter period, at the discretion of the Mayor.

2006 Schedule of City of Miami Beach
City Commission and Redevelopment Agency (RDA) Meetings

Meetings begin at 9:00 a.m. and are held in the City Commission Chambers, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida.

CITY COMMISSION MEETINGS	ALTERNATE MEETINGS
January 11 (Wednesday)	January 18 (Wednesday)
February 8 (Wednesday)	February 15 (Wednesday)
March 8 (Wednesday)	March 15 (Wednesday)
April 11 (Tuesday)	April 18 (Tuesday)
May 10 (Wednesday)	May 17 (Wednesday)
June 7 (Wednesday)	
July 12 (Wednesday)	July 26 (Wednesday)
August - City Commission in Recess	
September 6 (Wednesday)	
October 11 (Wednesday)	October 18 (Wednesday)
November 8 (Wednesday)	November 15 (Wednesday)
December 6 (Wednesday)	December 13 (Wednesday)

The "alternate" City Commission meeting date have been reserved to give the Mayor and City Commission the flexibility to carry over a Commission Agenda item(s) to the "alternate" meeting date, if necessary. Any Agenda item(s) carried over will be posted on the City's website, aired on Government Channel 20, or you may call the City Clerk's office at 305-673-7411.

Dr. Stanley Sutnick Citizens' Forum will be held during the first Commission meeting each month. The Forum will be split into two (2) sessions, 1:30 p.m. and 5:30 p.m. Approximately thirty (30) minutes will be allocated per session for each of the subjects to be considered, with individuals being limited to no more than three (3) minutes. No appointment or advance notification is needed in order to speak to the Commission during this Forum.

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Condensed Title:

Amendment pertaining to requiring conditional use approval for new construction of structures 50,000 square feet and over in the I-1, Light Industrial District, inclusive of the process starting at the Planning Board Conditional Use Review before any other land development board – Terminal Island.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character.

Issue:

Should the new structures 50,000 square feet and over be required to obtain Conditional Use approval from the Planning Board starting the process with the Planning Board Conditional Use review – Terminal Island.

Item Summary/Recommendation:

The proposed ordinance would place another level of scrutiny in the review of new structures 50,000 feet and over in the I-1, Light Industrial district by requiring them to obtain Conditional Use approval.

The Administration recommends that the Commission adopt the ordinance.

Advisory Board Recommendation:

At the April 19, 2006 meeting, the Planning Board recommended that the City Commission adopt the proposed ordinance so that all the I-1 Light Industrial zoning districts are equally regulated. The Board approved the motion by a vote of 5-0 (2 members absent). This ordinance is all inclusive of the process of starting the review of a project by the Planning Board before any of the other land development boards.

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

The proposed Ordinance is not expected to have any fiscal impact.

City Clerk's Office Legislative Tracking:

Jorge Gomez or Mercy Lamazares

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM RSA
DATE 6-7-06

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

First and only Reading Public Hearing

SUBJECT: **Conditional Use Approval for New Construction of Structures 50,000 Square Feet and Over in I-1, Light Industrial District on the other affected properties on Terminal Island.**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE; BY AMENDING DIVISION 11, "I-1 LIGHT INDUSTRIAL DISTRICT," BY REQUIRING CONDITIONAL USE APPROVAL FOR NEW CONSTRUCTION OF STRUCTURES 50,000 SQUARE FEET AND OVER ON THE OTHER AFFECTED PROPERTIES ON TERMINAL ISLAND AND THAT THE FIRST STEP IN THE DEVELOPMENT REVIEW PROCESS SHALL BE THE CONDITIONAL USE REVIEW BY THE PLANNING BOARD. PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the proposed ordinance on first and only reading public hearing.

BACKGROUND

At the January 11, 2006 meeting, the City Commission referred to the Planning Board the issue of limiting the size of single-occupancy developments citywide to ensure that projects that are not compatible will not be allowed to occur without certain restrictions. On May 10, 2006, the Commission adopted an amendment to the Land Development Regulations for one of the two existing I-1 districts (the "West Avenue one). The amendment requires that new structures consisting of 50,000 square feet and over be reviewed by the Planning Board for Conditional Use approval.

The second I-1 Light Industrial District is located on Terminal Island. This Section 118-164 of the City Code requires that when the proposed amendment changes the actual list of permitted, conditional or prohibited uses in a zoning category and the area involved is less than ten contiguous acres, notice by mail must be given to the owners of property in the district and to owners of record of land lying within 375 feet of the land at least 30 days prior to the date set for the public hearing. The Terminal Island I-1 is not 10 contiguous acres – the U. S. Coast Guard Station is separated from Terminal Island

by a body of water and Terminal Island contains a GU, Government Use district, which is where Fleet Maintenance is located – and thus a separate public hearing was necessary in order to comply with the mailing requirements of the City Code.

ANALYSIS

The current development regulations permit new developments of any size to occur in any zoning district in the City subject to Design Review Board (DRB) or Historic Preservation Board (HPB) approval, and the limitations contained within the development regulations of each zoning district. These boards review design and compatibility, but not enough of the impacts the developments may have on the surrounding neighborhoods. During the last few years, the City has been subjected to a great amount of development pressures, which may endanger the urban character as well as the infrastructure of the City, to the extent that it appears that a certain level of growth management has become necessary. It is necessary and very important to maintain the character and the infrastructure of the City at a level that all commercial and residential uses can co-exist.

The proposed ordinance requires that new construction of structures 50,000 square feet and over receive Conditional Use approval from the Planning Board and as amended at this time, includes the Terminal Island I-1 district. This requirement would provide an extra level of scrutiny that would review, in addition to compatibility, other issues such as noise, traffic and other adverse impacts that may result from such developments. The additional review as a Conditional Use, which is defined as a use that would not be appropriate generally or without restriction throughout a particular zoning district, but would be appropriate if controlled as to number, area, location, or relation to the neighborhood, would impose conditions and restrictions that would help in ameliorating any adverse impacts resulting from a particular development.

PLANNING BOARD ACTION

At the April 19, 2006 meeting, the Planning Board recommended that the City Commission adopt the proposed ordinance so that all the I-1 Light Industrial zoning districts are equally regulated. The Board approved the motion by a vote of 5-0 (2 members absent). This ordinance is all inclusive of the process of starting the review of a project by the Planning Board before any of the other land development boards.

FISCAL IMPACT

This proposal has no associated negative fiscal impact upon enactment.

CONCLUSION

The Administration recommends that the City Commission adopt the proposed ordinance.

Pursuant to Section 118-164(1), in all cases in which the proposed amendment changes the actual list of permitted, conditional or prohibited uses in a zoning category or changes the actual zoning map designation for a parcel or parcels of land and, in either case, the proposed amendment involves less than ten contiguous acres, each real property owner must be notified by mail, as well as property owners lying within 375 feet

of the land, at least 30 days prior to the date set for the public hearing.

The city commission shall hold a public hearing on the proposed ordinance and may, upon the conclusion of the hearing, immediately adopt the ordinance.

JMG/TH/JG/ML

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE; BY AMENDING DIVISION 11, "I-1 LIGHT INDUSTRIAL DISTRICT," BY REQUIRING CONDITIONAL USE APPROVAL FOR NEW CONSTRUCTION OF STRUCTURES 50,000 SQUARE FEET AND OVER ON THE OTHER AFFECTED PROPERTIES ON TERMINAL ISLAND AND THAT THE FIRST STEP IN THE DEVELOPMENT REVIEW PROCESS SHALL BE THE CONDITIONAL USE REVIEW BY THE PLANNING BOARD. PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, large commercial and residential developments may disrupt the quality of life in abutting and nearby neighborhoods; and

WHEREAS, Terminal Island is also zoned I-1, Light Industrial District where contiguous properties are less than 10 acres; and

WHEREAS, noticing requirements for this area is a 30-day mailed notice; and

WHEREAS, the proposed amendment will meet all the requirement of the City Code with respect to noticing the property owners in the area; and

WHEREAS, in 2004, the citizens of Miami Beach overwhelmingly approved a Straw Ballot question to limit the construction of new buildings that are larger than 50,000 square feet; and

WHEREAS, this proposed amendment will accomplish the wishes of the citizens of the City of Miami Beach to limit large development projects.

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

Section 1. That Section 142-483, "Conditional uses," is hereby amended as follows:.

The conditional uses in the I-1 light industrial district are any use which includes the retail sale of gasoline; new construction of structures 50,000 square feet and over; which to the greatest extent possible, shall be the first step in the review process before any project is reviewed by other land development boards; recycling receiving stations; outdoor entertainment establishment; neighborhood impact establishment; open air entertainment establishment.

Section 2. Repealer.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

Section 3. Codification.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

Section 4. Severability.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

Section 5. Effective Date.

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2006.

ATTEST:

_____
MAYOR

_____
CITY CLERK

First Reading:
Second Reading:

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ _____
City Attorney Date

Verified by: _____
Jorge G. Gomez, AICP
Planning Director

Underscore denotes new language
~~Strikethrough~~ denotes deleted language

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MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF AMENDMENT TO THE
LAND DEVELOPMENT REGULATIONS OF THE CITY CODE

NOTICE OF PUBLIC HEARING

THE CITY OF MIAMI BEACH CITY COMMISSION will hold a public hearing on the following ordinance on **WEDNESDAY, June 7, 2006 at 10:15 a.m.** in the City Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida 33139, or as soon thereafter as these matters can be heard.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE, BY AMENDING DIVISION 11, "I-1 LIGHT INDUSTRIAL DISTRICT," BY REQUIRING CONDITIONAL USE APPROVAL FOR NEW CONSTRUCTION OF STRUCTURES 50,000 SQUARE FEET AND OVER AND THAT THE FIRST STEP IN THE DEVELOPMENT REVIEW PROCESS SHALL BE THE CONDITIONAL USE REVIEW BY THE PLANNING BOARD. PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Inquiries may be directed to the Planning Department at 305-673-7550.

Robert E. Parcher
City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7218(TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

Ad #372

Condensed Title:

Amendment pertaining to creating supplemental criteria for the Planning Board review of structures 50,000 sq. ft. and over.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character.

Issue:

Creating supplemental criteria for the Conditional Use review by the Planning Board of new structures 50,000 sq. ft. and over. The proposed ordinance creates criteria for such reviews.

Item Summary/Recommendation:

The proposed ordinance creates the supplemental criteria necessary for the Planning Board review of structures 50,000 sq. ft. and over, including but not limited to proposed business operation, parking, traffic circulation analysis detailing ingress and egress out of the neighborhood and traffic circulation pattern within the neighborhood, noise control in the loading zone, parking structures and delivery and sanitation areas, among others.

The Administration recommends that the Commission approve the ordinance on first reading and set a second reading public hearing for the July 12, 2006 meeting.

Advisory Board Recommendation:

At the May 23, 2006 meeting, the Planning Board recommended that the City Commission adopt the proposed ordinance. The Board approved the motion by a vote of 5-1 (one vote against, one member absent).

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

This proposal will have a minimal fiscal impact upon enactment. This ordinance will create additional work for the Planning Department. It is anticipated that the Department will be able to absorb the additional workload with current resources.

City Clerk's Office Legislative Tracking:

Jorge Gomez or Mercy Lamazares

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM R5B

DATE 6-7-06

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

First Reading

SUBJECT: **Supplemental Conditional review criteria for large structures**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE IV, "CONDITIONAL USE PROCEDURE," BY CREATING REVIEW GUIDELINES FOR NEW STRUCTURES 50,000 SQUARE FEET AND OVER; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the proposed ordinance on first reading and set a second reading public hearing for the July 12, 2006 meeting.

BACKGROUND.

At the April 11, 2006 City Commission meeting, upon the approval at first reading public hearing of an ordinance that requires that new structures 50,000 square feet and over in the I-1, Light Industrial District, the City Commission referred to the Planning Board the issue of creating additional review criteria; these are necessary for the evaluation and analysis of these types of projects on an individual basis. The Commission specifically requested that the review of the impact of traffic within the neighborhood, as well as cumulative effects with other existing uses, as well as other appropriate criteria, be part of the list of any new criteria that may be created.

ANALYSIS

The Land Development Regulations of the City Code, Section 118-192, consists of review guidelines by which Conditional Uses may be approved in accordance with the procedures and standards as follows:

1. The use is consistent with the comprehensive plan or neighborhood plan if one exists for the area in which the property is located.

2. The intended use or construction will not result in an impact that will exceed the thresholds for the levels of service as set forth in the comprehensive plan.

3. Structures and uses associated with the request are consistent with these land development regulations.

4. The public health, safety, morals, and general welfare will not be adversely affected.

5. Adequate off-street parking facilities will be provided.

6. Necessary safeguards will be provided for the protection of surrounding property, persons, and neighborhood values.

7. The concentration of similar types of uses will not create a negative impact on the surrounding neighborhood. Geographic concentration of similar types of conditional uses should be discouraged.

The proposed ordinance consists of nine supplemental criteria that would be applied to each individual project in addition to the regular Conditional Use criteria, similar to a process that is used when reviewing Neighborhood Impact establishment, which analyses more in depth the impact of such a project.

In reviewing an application for Conditional use for new structures 50,000 square feet and over, the Planning Board shall apply the following supplemental review guidelines criteria in addition to the standard review guidelines criteria 1-7 listed above.

(1) Whether the proposed business operations plan has been provided, including hours of operation, number of employees, goals of business, and other operational characteristics pertinent to the application, and that such plan is compatible with the neighborhood in which it is located.

(2) Whether a plan for the mass delivery of merchandise has been provided, including the hours of operation for delivery trucks to come into and exit from the neighborhood and how such plan will mitigate any adverse impacts to adjoining and nearby properties, and neighborhood.

(3) Whether the scale of the proposed use is compatible with the urban character of the surrounding area.

(4) Whether the proposed parking plan has been provided, including where and how the parking is located, utilized, and managed, that meets the required parking and operational needs of the structure and proposed uses.

(5) Whether an indoor and outdoor customer circulation plan has been provided that facilitates ingress and egress to the site and structure.

(6) Whether a security plan for the establishment and supporting parking facility has been provided that addresses the safety of the business and its users and minimizes impacts on the neighborhood.

(7) Whether a traffic circulation analysis and plan has been provided that details means of ingress and egress into and out of the neighborhood, addresses the impact of projected traffic on the immediate neighborhood, traffic circulation pattern for the neighborhood, traffic flow through immediate intersections and arterials, and how these impacts are to be mitigated.

(8) Whether a noise attenuation plan has been provided that addresses how noise will be controlled in the loading zone, parking structures and delivery and sanitation areas, to minimize adverse impacts to adjoining and nearby properties.

(9) Whether a sanitation plan has been provided that addresses on-site facilities as well as off-premises issues resulting from the operation of the structure.

(10) Whether the proximity of the proposed structure to similar size structures and to residential uses creates adverse impacts and how such impacts are mitigated.

(11) Whether a cumulative effect from the proposed structure with adjacent and nearby structures arises, and how such cumulative effect will be addressed.

PLANNING BOARD ACTION

At the May 23, 2006 meeting, the Planning Board recommended that the City Commission adopt the proposed ordinance including some modifications which have been incorporated into the proposed amendment. The Board approved the motion by a vote of 5-1 (one vote against, one member absent).

FISCAL IMPACT

This proposal will have a minimal fiscal impact upon enactment. This ordinance will create additional work for the Planning Department. It is anticipated that the Department will be able to absorb the additional workload with current resources.

CONCLUSION

The Administration recommends that the City Commission approve the proposed ordinance on first reading.

Pursuant to Section 118-164(3) of the City Code, when a request to amend the Land Development Regulations does not change the actual list of permitted, conditional or prohibited uses in a zoning category, the proposed ordinance may be read by title or in full on at least **two separate days** and shall, at least **ten days prior to adoption**, be noticed once in the newspaper. Immediately following the public hearing at the second reading, the City Commission may adopt the ordinance by an affirmative vote of five-sevenths.

JMG/TH/JGG/ML
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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE IV, "CONDITIONAL USE PROCEDURE," BY CREATING REVIEW GUIDELINES FOR NEW STRUCTURES 50,000 SQUARE FEET AND OVER; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, at the May 10, 2006 meeting, the City Commission adopted an ordinance that requires Conditional Use review of structures 50,000 square feet and over in the I-1, Light Industrial District; and

WHEREAS, the creation of additional review guidelines criteria is necessary for the evaluation and analysis of these types of projects on an individual basis; and

WHEREAS, the proposed amendment is necessary to implement the regulations newly adopted by the City Commission.

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

SECTION 1. That Section 118-192, "Review guidelines," is hereby amended as follows:

a. Conditional uses may be approved in accordance with the procedures and standards of this article provided that:

(1) The use is consistent with the comprehensive plan or neighborhood plan if one exists for the area in which the property is located.

(2) The intended use or construction will not result in an impact that will exceed the thresholds for the levels of service as set forth in the comprehensive plan.

(3) Structures and uses associated with the request are consistent with these land development regulations.

(4) The public health, safety, morals, and general welfare will not be adversely affected.

(5) Adequate off-street parking facilities will be provided.

(6) Necessary safeguards will be provided for the protection of surrounding property, persons, and neighborhood values.

(7) The concentration of similar types of uses will not create a negative impact on the surrounding neighborhood. Geographic concentration of similar types of conditional uses should be discouraged.

b. In reviewing an application for Conditional use for new structures 50,000 square feet and over, the Planning Board shall apply the following supplemental review guidelines criteria in addition to the standard review guidelines listed in subsection a. above:

(1) Whether the proposed business operations plan has been provided, including hours of operation, number of employees, goals of business, and other operational characteristics pertinent to the application, and that such plan is compatible with the neighborhood in which it is located.

(2) Whether a plan for the mass delivery of merchandise has been provided, including the hours of operation for delivery trucks to come into and exit from the neighborhood and how such plan will mitigate any adverse impacts to adjoining and nearby properties, and neighborhood.

(3) Whether the scale of the proposed use is compatible with the urban character of the surrounding area.

(4) Whether the proposed parking plan has been provided, including where and how the parking is located, utilized, and managed, that meets the required parking and operational needs of the structure and proposed uses.

(5) Whether an indoor and outdoor customer circulation plan has been provided that facilitates ingress and egress to the site and structure.

(6) Whether a security plan for the establishment and supporting parking facility has been provided that addresses the safety of the business and its users and minimizes impacts on the neighborhood.

(7) Whether a traffic circulation analysis and plan has been provided that details means of ingress and egress into and out of the neighborhood, addresses the impact of projected traffic on the immediate neighborhood, traffic circulation pattern for the neighborhood, traffic flow through immediate intersections and arterials, and how these impacts are to be mitigated.

(8) Whether a noise attenuation plan has been provided that addresses how noise will be controlled in the loading zone, parking structures and delivery and sanitation areas, to minimize adverse impacts to adjoining and nearby properties.

(9) Whether a sanitation plan has been provided that addresses on-site facilities as well as off-premises issues resulting from the operation of the structure.

(10) Whether the proximity of the proposed structure to similar size structures and to residential uses creates adverse impacts and how such impacts are mitigated.

(11) Whether a cumulative effect from the proposed structure with adjacent and nearby structures arises, and how such cumulative effect will be addressed.

SECTION 2. REPEALER.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

SECTION 3. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida, as amended. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this ___ day of _____, 2006.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ 6/1/06
City Attorney Date

First Reading:
Second Reading:

Verified by:_____
Jorge Gomez, AICP
Planning Director

Underscore denotes new language

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Condensed Title:

An Ordinance amending the City Code to adopt a Noise Ordinance.

Key Intended Outcome Supported:

Increase resident satisfaction with level of code enforcement.

Issue:

Shall the City Commission approve amendments to the Noise Ordinance regarding construction noise?

Item Summary/Recommendation:

At the May 10, 2006 City Commission meeting an Ordinance amending certain sections of the Noise Ordinance was presented to the City Commission for consideration on Second Reading. After discussion on the Noise Ordinance amendments which primarily dealt with temporary permits for construction related noise, the Commission continued the Second Reading to the June 7, 2006 Commission Meeting and directed that a second Ordinance relative to noise be prepared for First Reading also at the June 7, 2006 City Commission meeting.

As the City Commission had expressed a desire to see an application for extended construction hours to better assess how to structure the Ordinance, it is recommended that Section 46-156 (a)(2)c, not be enacted until such time as a request is available to review. The item can be brought before the Commission when the need exists.

The balance of the Ordinance is still recommended for adoption as the clean-up and clarification language will serve a useful purpose.

It is recommended that the members of the City Commission approve on Second Reading the amendments to the Noise Ordinance with an amendment to the Ordinance deleting Section 46-156 (a)(2)c.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Robert C. Middaugh

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		For JMG

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MIAMIBEACH

AGENDA ITEM RSC
DATE 6-7-06

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager For JMG

DATE: June 7, 2006 **SECOND READING**

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 46 OF THE CITY CODE, ENTITLED "ENVIRONMENT," BY AMENDING ARTICLE IV, ENTITLED "NOISE," BY AMENDING SECTION 46-156, ENTITLED "TEMPORARY PERMITS," BY AMENDING THE PROHIBITED AREAS FOR CONSTRUCTION NOISE AND PROVIDING EXCEPTIONS THERETO; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

Adopt the Ordinance.

ANALYSIS

At the May 10, 2006 City Commission meeting an Ordinance amending certain sections of the Noise Ordinance was presented to the City Commission for consideration on Second Reading. After discussion on the Noise Ordinance amendments which primarily dealt with temporary permits for construction related noise, the Commission continued the Second Reading to the June 7, 2006 Commission Meeting and directed that a second Ordinance relative to noise be prepared for First Reading also at the June 7, 2006 City Commission meeting.

The Ordinance for First Reading which is a separate item on the June 7, 2006 City Commission Agenda deals with a number of items that were either incomplete at the May 10, 2006 meeting or which required substantial revision and would need to be presented to the City Commission for first consideration at the June 7, 2006 City Commission meeting.

The attached Ordinance dealing with temporary permit procedures for construction noise provides a process for the City Commission to hear applications for exceptions to the Noise Ordinance under predetermined criteria, as well as providing for some existing language clean-up and clarification.

The original basis for the Ordinance change to permit extended construction hours was a request by the Fontainebleau Hotel. To date no application for a temporary permit has been received. It appears that the Fontainebleau is still assessing their project needs and making the determination if any permit is necessary. It would still be anticipated that the future construction activities of the Eden Roc Hotel who also had an expressed interest in extended construction hours, would be making application for this permit from the City

Commission at some point in future.

As the City Commission had expressed a desire to see an application for extended construction hours to better assess how to structure the Ordinance, it is recommended that Section 46-156 (a)(2)c, not be enacted until such time as a request is available to review. The item can be brought before the Commission when the need exists.

The balance of the Ordinance is still recommended for adoption as the clean-up and clarification language will serve a useful purpose.

It is recommended that the members of the City Commission approve on Second Reading the amendments to the Noise Ordinance with an amendment to the Ordinance deleting Section 46-156 (a)(2)c.

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 46 OF THE CITY CODE, ENTITLED "ENVIRONMENT," BY AMENDING ARTICLE IV, ENTITLED "NOISE," BY AMENDING SECTION 46-156, ENTITLED "TEMPORARY PERMITS," BY AMENDING THE PROHIBITED AREAS FOR CONSTRUCTION NOISE AND PROVIDING EXCEPTIONS THERETO; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, noise has been a topic of concern within the City of Miami Beach for many years and has recently been the subject of recent City Code amendment to address modified enforcement and legislative solutions; and

WHEREAS, the purpose of the City's Noise Ordinance is to obtain compliance with the prohibition on unnecessary and excessive noise in the City before imposing fines and other penalties; and

WHEREAS, in order to strike a balance between the concerns of the business community and residents, a warning and violation system has been developed which takes into account the diverse character of the City; and

WHEREAS, the provisions in this Ordinance will serve to further address the noise concerns of the City and its residents relative to construction projects, to provide additional exceptions to the currently permitted days and hours of construction activities, and to provide criteria therefor which address the preservation of the quality of life in all City neighborhoods.

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

SECTION 1. That Section 46-156 of Article IV of Chapter 46 of the Miami Beach City Code is hereby amended as follows:

Chapter 46

ENVIRONMENT

* * *

ARTICLE IV. NOISE

* * *

Sec. 46-156. Temporary permits.

(a) The ~~c~~City manager ~~or his designee~~ is authorized to issue a temporary permit to allow noise ~~prohibited by sections 46-152~~ when produced by a temporary use or activity ~~that does not endanger the health, safety or welfare of the neighborhood~~ as provided in this section. The Ceity manager ~~or his designee~~ may prescribe any reasonable conditions necessary to minimize any adverse effect upon the community. A permit granted under this article shall contain all conditions upon which the permit has been granted, including the period of time for which the permit has been granted. Such relief may be granted in the following situations:

(1) *Code compliance in progress*. When an applicant is utilizing best efforts to comply with the noise restrictions in this article, but additional time is required for the applicant to modify his activity to comply and no reasonable alternative is available to the applicant, such permits may be granted for a period of time not to exceed ten consecutive days.

(2) *Construction*. When construction activities pursuant to a valid building permit cannot be carried out in a manner which would comply with section 46-152, ~~provided~~ notwithstanding that all equipment ~~shall be~~ is operated in accordance with manufacturer's specifications, ~~shall be~~ is in good repair and utilizes all noise baffling methods as specified by the manufacturer, ~~and further provided that~~ such activities shall occur only as follows:

a. Between the hours of 7:30 a.m. and 6:30 p.m., and between the hours of 7:30 a.m. and 7:30 p.m. during daylight savings time, on any day in areas zoned as CCC, GU, I-1, MR, CPS-1, CPS-2, CPS-3, CPS-4, RO, WD-1, WD-2, GC, HD, MXE, CD-1, CD-2 and CD-3. However, the City manager may authorize any necessary construction activities~~,~~ to occur earlier and/or later than as otherwise provided in this subsection based upon a finding that 1) there are no reasonable alternatives and 2) there are no pending construction noise violation cases ~~relative to the~~ issued to the property owner, contractor, or the construction site. The work authorized by the City manager may be conditioned upon reasonable notice to surrounding property owners and tenants. Permits issued pursuant to such authorization shall not exceed seven consecutive days.

b. Between the hours of 8:00 a.m. and 6:00 p.m. on weekdays and 10:00 a.m. and 4:00 p.m. on Saturdays in areas zoned as RM-1, RM-2, RM-3, RM-PRD, RPS-1, RPS-2, RPS-3, RPS-4, RMPS-1, RS-1, RS-2, RS-3, RS-4, TH and in any exclusively residential zoning district not otherwise specified in this subsection ~~or~~ and within three hundred feet of any of these zoning districts. However, the City manager may authorize any necessary construction activities to occur earlier and/or later than as otherwise provided in this subsection based upon a finding that 1) there are no reasonable alternatives and 2) there are no pending construction noise violation cases ~~relative to the~~ issued to the property owner, contractor, or construction site. The work authorized by the City manager~~, or his designee,~~ may be conditioned upon reasonable notice to surrounding property owners and tenants. Permits issued pursuant to such authorization shall not exceed three consecutive days. No construction shall be permitted on Sundays or on national holidays in the zoning districts set forth in this subsection, notwithstanding compliance with section 46-152.

c. Notwithstanding the provisions in (2)a and (2)b, the City commission may, pursuant to a resolution and at a duly noticed public meeting, authorize permits to exceed the seven consecutive day and/or hour of construction limitations set forth in (2)a, or the three consecutive day and/or hour of construction limitations set forth in (2)b, for projects that demonstrate substantial savings in time associated with construction and 1) involve the renovation or construction of 500 or more hotel units, 2) significantly improve the public right of way, 3) significantly improve traffic flow and/or congestion, 4) increase the availability of public parking by building a parking structure pursuant to the provisions of 130-68, or 5) improve the convention center complex.

The City commission's determination to issue a temporary permit pursuant to this subsection shall be based upon a finding that: 1) ~~there are no reasonable alternatives, 2)~~ the proposed use of the completed project is in keeping with a public purpose and/or community needs including, but not limited to, preserving or expanding the City's revenue base, creating or maintaining jobs, or providing workforce housing, 2) the public purpose and/or community need is substantial, 3) there are no pending construction noise violation cases ~~relative~~ issued to the property owner, contractor, or the construction site, ~~3)~~ 4) the neighborhood will not be unduly affected, taking into consideration the impact on ~~adjacent~~ any properties, including but not limited to, increased traffic and noise levels, ~~4) the proposed use of the completed project is in keeping with a public purpose and/or community needs including, but not limited to, preserving the City's revenue base, creating and/or maintaining jobs, and providing workforce housing opportunities~~, and 5) ~~the need is substantial.~~ there are no reasonable alternatives. Temporary permits may be conditioned upon periodic progress reports by the applicant.

Applications for temporary permits pursuant to this subsection are subject to review and recommendation by ~~the corresponding~~ any and all recognized neighborhood or business association(s) where the project is located. Applicants ~~will be required to~~ must present their temporary permit ~~request~~ application to the appropriate association(s). ~~In the case where~~ If there is no ~~legally constituted~~/recognized neighborhood or business association, the ~~matter~~ application will be referred to the ~~City of~~ Miami Beach Planning Board for review and recommendation. Such ~~R~~recommendations ~~from the respective association(s) or the Planning Board that state its/their position on the temporary permit request should~~, if any, shall be submitted to the City Manager at least 30 days prior to the City commission's public meeting on the ~~request~~ application.

d. Any permits issued pursuant to (2)a-c, shall not constitute or be deemed precedent for the granting of any future permits.

e. Notwithstanding the provisions of (2)a-c., ~~concreting operations when the application of technical~~ where the Florida Building Code ~~requirements which, in the opinion of the building official, necessitates~~ requires work earlier or later than the time frames specified in (2)a-b, temporary permits shall be subject to authorization by the building official.

~~Notwithstanding the provisions set forth in subsections (a)(2)a and b of this section, the City Manager, or his designee, may authorize any construction activity at a particular site within a zoning district set forth in subsection (a)(2)a of this section earlier than 7:30 a.m. Under emergency circumstances only, the building official may authorize any necessary construction activities earlier than 8:00 a.m. and/or later than 4:00 p.m. on any day within a zoning district set forth in subsection (a)(2)b of this section. The work authorized by the building official pursuant to this subsection may be conditioned upon notice to surrounding property owners and tenants. Such permits may be granted for a period of time not to exceed three consecutive days~~.

(3) *Special events and film and print permits*. A film permit issued pursuant to section 12-1, or a special event permit issued pursuant to section 12-5 may be exempted from the requirements of section 46-152 upon specific compliance with sections 12-1(9) or 12-5(8), as applicable.

(b) Failure to comply with any condition of a temporary permit issued pursuant to this section shall constitute a violation and shall result in enforcement procedures and penalties as set forth in sections 46-159 and 46-160.

SECTION 2. CODIFICATION

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 3. REPEALER

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE

PASSED and **ADOPTED this** _____ **day of** _____**, 2006.**

This Ordinance shall take effect on the ____ day of _____, 2006.

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney DT 6/2/06 Date

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Condensed Title:

An Ordinance amending the Noise Ordinance by providing language clarification, addressing illegal or non-permitted uses in single family zoning districts and providing a penalty for any associated noise violations and defining Sunday construction hours.

Key Intended Outcome Supported:

Increase resident satisfaction with level of code enforcement.

Issue:

Shall the City Commission approve amendments to the Noise Ordinance that provides language clarification, addresses illegal or non-permitted uses in single family zoning districts and provides for a penalty for any associated noise violations and defines Sunday construction hours?

Item Summary/Recommendation:

Four of the six suggested items within the First Reading of the Noise Ordinance are largely clean up or clarification and are recommended for Commission adoption and to proceed for a Second Reading.

The language suggested for single family zoning districts that specifically addresses illegal or non permitted uses in those districts is intended to address what has been the expressed concern to date. The Commission should clearly indicate that this is consistent with the policy direction desired for this particular issue and community problem.

As with the single family zoning district concern, clear policy direction needs to be provided by the City Commission on the Sunday construction activities question and the possible unintended consequences there from. The two very different policy directions of dealing with construction noise versus prohibiting construction activities require City Commission clarification. The suggested language to deal with construction noise and a provision to deal with unique repair situations seems able to address unintended consequences if the Commission is comfortable with this policy direction.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Robert C. Middaugh

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		for JMG

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MIAMIBEACH

AGENDA ITEM RSD
DATE 6-7-06

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006 **FIRST READING**

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 46 OF THE CITY CODE, ENTITLED "ENVIRONMENT," BY AMENDING ARTICLE IV, ENTITLED "NOISE," BY AMENDING SECTION 46-156, ENTITLED "TEMPORARY PERMITS," BY AMENDING THE PROCEDURES AND REQUIREMENTS FOR CONSTRUCTION ACTIVITIES AND PROVIDING EXCEPTIONS THERETO, PROHIBITING CONSTRUCTION ON SUNDAYS AND NATIONAL HOLIDAYS IN ALL ZONING DISTRICTS, EXCEPT UNDER CERTAIN CIRCUMSTANCES AS AUTHORIZED BY THE BUILDING OFFICIAL, PROVIDING PROVISIONS FOR THE REVOCATION OF TEMPORARY PERMITS, AND PROVIDING SUBHEADING TITLES TO BE ENTITLED (A) "REQUIREMENTS AND PROCEDURES," (B) "VIOLATION OF TEMPORARY PERMITS" AND (C) "REVOCATION OF TEMPORARY PERMITS;" AMENDING SECTION 46-158, ENTITLED "ENFORCEMENT BY CODE INSPECTORS; NOTICE OF VIOLATION, WARNINGS" BY AMENDING SUBSECTION (A) TO CLARIFY THE NOTICE OF VIOLATION PROVISIONS, AMENDING SUBSECTION (B) (2) TO PROVIDE CLARIFICATION AS TO THE NUMBER OF WRITTEN WARNINGS PRIOR TO A NOTICE OF VIOLATION AND PROVIDING THAT A VIOLATION, INSTEAD OF A WRITTEN WARNING, SHALL BE ISSUED IF A VIOLATOR IS ALSO BEING CITED FOR AN ILLEGAL COMMERCIAL OR NON-PERMITTED, NON-RESIDENTIAL USE IN A RESIDENTIAL ZONING DISTRICT; AMENDING SECTION 46-159 ENTITLED "FINES AND PENALTIES FOR VIOLATION; APPEALS; ALTERNATE MEANS OF ENFORCEMENT," BY PROVIDING FINES AND PENALTIES FOR ANY OFFENSE WHICH WAS COMMITTED WHILE THE VIOLATOR WAS ALSO ENGAGED IN AN ILLEGAL COMMERCIAL OR NON-PERMITTED, NON-RESIDENTIAL USE IN A RESIDENTIAL ZONING DISTRICT; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

Adopt the Noise Amendment Ordinance on First Reading.

ANALYSIS

As part of the ongoing discussion relative to the Noise Ordinance both at the City Commission level and at the staff level, a series of amendments have either been requested and/or found to be necessary as clean-up in the existing Noise Ordinance. These items are presented in the attached Ordinance for City Commission consideration and are identified individually as follows:

- **Requirement to Use All Available Construction Hours Before An Expansion or Exemption Would be Granted**

  Language has been suggested for addition to Section 46-156 (2) a and b that would require that before a property is given extra hours or days beyond those in the Ordinance in which to undertake construction activities, all of the available hours permitted are fully utilized. This would prohibit projects from an early start in order to finish earlier in the afternoon as a matter of convenience rather than an early start for the construction necessity.

- **Temporary Permit Revocation**

  In the May discussion of the Noise Ordinance by City Commission, a specific request was made to have language added to the Ordinance that would allow for a revocation process for any temporary permit to grant extra days or hours of construction. Language has been suggested for Section 46-156 (c) that would provide the City Manager with the authority to revoke a temporary permit for extra hours or days of construction for projects.

- **Building Official Emergency Construction Approval of Temporary Noise Permits**

  Language has been suggested to be added to Section 46-156 (a) (2) e that would enable the Building Official to approve a temporary permit under the construction noise section of the Noise Ordinance to deal with emergency conditions or repairs. As drafted, it is unclear that it is possible to grant permission to a property owner to undertake emergency repairs or construction that would be necessary to secure a property from further damage. While this language seems to have been inferred an intended, it is not appropriately reflected in the Noise Ordinance in the current language.

- **Clarification of Number of Warnings**

  As noise cases have been heard in the Special Master process under the new Noise Ordinance provisions, a question has been raised by the Special Master and by defendants as to the actual wording associated with the number of written warnings permitted. While it has been clear in all of the discussion leading to the approval of the Noise Ordinance that a maximum of three written warnings was to be permitted. The language in the Ordinance allows a reader to interpret that it might be four warnings that are authorized before a violation is issued. A minor amendment to Section 46-158 (b) (2) has been suggested to provide the clarification that a maximum of three written warnings is the legislative intent.

- **Written Warnings Permitted in Single Family Zoning Districts**

  In previous conversation regarding single family zoning districts, the Commission had requested that an amendment to the Noise Ordinance be prepared to reduce from three to one the written warnings available to properties within a single family zoning district. As discussion on the topic evolved in subsequent meetings, the focus of concern relative to the single family zoning district appeared to be that of noise associated with illegal or non permitted uses in residential districts and providing an immediate and appropriate penalty for that combination of activities. Rather than provide a blanket reduction in all single family zoning districts on the number of warnings, language has been suggested for City Commission consideration in Section 46-158 (b)(2) and in Section 46-159 (a)(7) dealing with fines and penalties, that would deal more specifically and directly with illegal and non permitted uses in single family zoning districts.

The suggested language would require that in the event a property is cited for an illegal or non permitted use within a single family zoning district and the event has a companion noise violation, no warning would be provided and a violation would immediately be issued. In the event the property owner is convicted of the illegal or non permitted use in the single family zoning district, the automatic fine associated with the companion noise violation would be at $5,000.00.

This suggested language would provide the single family zoning districts with the same three (3) written warnings available to all other zoning districts in the community and specifically target and provide a severe penalty for the illegal or non permitted uses that seem to be the focus of concern.

- **Sunday Construction**

At the May 10, 2006 City Commission discussion, the Commission specifically requested that language restricting construction activities that is currently found in residential zoning districts, be added to the commercial zoning districts. The Ordinance as presented contains this new language in Section 46-156 (a) (2) a.

Policy clarification on this specific point is necessary by the members of the City Commission, as in the same discussion that the new language was requested. There was also discussion among the Commissioners that the provision be limited to construction noise violations versus construction activity prohibition.

To date the language that is found in the residential zoning district construction noise section has been interpreted to mean that no construction activities at all are permitted on Sundays within these zoning districts. Typically, this provision has been enforced on larger or commercially oriented projects. A potential unintended consequence of the language, as it is very brief, is that the prohibition on construction activities on Sundays will also extend to individual residents performing work which may or may not be permitted in and around their home as is typically done on weekends in residential settings.

The current strict language also does not recognize the current building contractor situation being experienced by residential property owners through much of South Florida. A great deal of repair work and specifically roofing repair work is only available to many property owners on weekends as a result of the glut of work that must be performed by roofing contractors due to the hurricane impacts. Many homeowners have no choice but to have repair work undertaken on their homes, specifically their roofs, on Saturdays and Sundays as a direct result of hurricane damage.

The current language also does not distinguish between interior or exterior construction activities. As presented, it is a strict ban on all construction activities regardless as to its location and/or potential external impact.

The Commission is asked to provide clarity on the following points:

1. Is the language intended to be a ban on all construction or a ban on construction related noise on Sundays?
2. In the existing temporary noise permit sections can the Sunday construction ban be waived by the City Manager or Building Official for qualified projects?

As there appear to be a number of unintended consequences with the current language, it is suggested that the Commission focus on construction related noise on Sundays

rather than a complete prohibition or ban on construction activities. This would enable interior work that is not intrusive to be conducted and also provide less of a ban or bar on single family homeowner activities that are typically conducted on weekends. It would also be suggested that if the Commission accepts construction noise as the standard that there also be a provision added that allows for unique circumstances such as the current roofing situation caused by severe weather or other similar wide spread community impact events to be permitted for Sunday construction.

CONCLUSION

Four of the six suggested items within the First Reading of the Noise Ordinance are largely clean up or clarification and are recommended for Commission adoption and to proceed for a Second Reading.

The language suggested for single family zoning districts that specifically addresses illegal or non permitted uses in those districts is intended to address what has been the expressed concern to date. The Commission should clearly indicate that this is consistent with the policy direction desired for this particular issue and community problem.

As with the single family zoning district concern, clear policy direction needs to be provided by the City Commission on the Sunday construction activities question and the possible unintended consequences there from. The two very different policy directions of dealing with construction noise versus prohibiting construction activities require City Commission clarification. The suggested language to deal with construction noise and a provision to deal with unique repair situations seems able to address unintended consequences if the Commission is comfortable with this policy direction.

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 46 OF THE CITY CODE, ENTITLED "ENVIRONMENT," BY AMENDING ARTICLE IV, ENTITLED "NOISE," BY AMENDING SECTION 46-156, ENTITLED "TEMPORARY PERMITS," BY AMENDING THE PROCEDURES AND REQUIREMENTS FOR CONSTRUCTION ACTIVITIES AND PROVIDING EXCEPTIONS THERETO, PROHIBITING CONTRUCTION ON SUNDAYS AND NATIONAL HOLIDAYS IN ALL ZONING DISTRICTS, EXCEPT UNDER CERTAIN CIRCUMSTANCES AS AUTHORIZED BY THE BUILDING OFFICIAL, PROVIDING PROVISIONS FOR THE REVOCATION OF TEMPORARY PERMITS, AND PROVIDING SUBHEADING TITLES TO BE ENTITLED (A) "REQUIREMENTS AND PROCEDURES," (B) "VIOLATION OF TEMPORARY PERMITS" AND (C) "REVOCATION OF TEMPORARY PERMITS;" AMENDING SECTION 46-158, ENTITLED "ENFORCEMENT BY CODE INSPECTORS; NOTICE OF VIOLATION, WARNINGS" BY AMENDING SUBSECTION (A) TO CLARIFY THE NOTICE OF VIOLATION PROVISIONS, AMENDING SUBSECTION (B)(2) TO PROVIDE CLARIFICATION AS TO THE NUMBER OF WRITTEN WARNINGS PRIOR TO A NOTICE OF VIOLATION AND PROVIDING THAT A VIOLATION, INSTEAD OF A WRITTEN WARNING, SHALL BE ISSUED IF A VIOLATOR IS ALSO BEING CITED FOR AN ILLEGAL COMMERCIAL OR NON-PERMITTED, NON-RESIDENTIAL USE IN A RESIDENTIAL ZONING DISTRICT; AMENDING SECTION 46-159 ENTITLED "FINES AND PENALTIES FOR VIOLATION; APPEALS; ALTERNATE MEANS OF ENFORCEMENT," BY PROVIDING FINES AND PENALTIES FOR ANY OFFENSE WHICH WAS COMMITTED WHILE THE VIOLATOR WAS ALSO ENGAGED IN AN ILLEGAL COMMERCIAL OR NON-PERMITTED, NON-RESIDENTIAL USE IN A RESIDENTIAL ZONING DISTRICT; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, noise has been a topic of concern within the City of Miami Beach for many years and has recently been the subject of recent City Code amendment to address modified enforcement and legislative solutions; and

WHEREAS, the purpose of the City's Noise Ordinance is to obtain compliance with the prohibition on unnecessary and excessive noise in the City before imposing fines and other penalties; and

WHEREAS, in order to strike a balance between the concerns of the business community and residents, a warning and violation system has been developed which takes into account the diverse character of the City; and

WHEREAS, the provisions in this Ordinance will serve to further address the noise concerns of the City and its residents relative to construction projects and with regard to illegal commercial or non-permitted, non-residential, uses in residential zoning districts, to preserve the quality of life in all City neighborhoods, and to provide clarification of the City Commission's original intent relative to the enforcement of noise violations.

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

SECTION 1. That Section 46-156 of Article IV of Chapter 46 of the Miami Beach City Code is hereby amended as follows:

Chapter 46

ENVIRONMENT

* * *

ARTICLE IV. NOISE

* * *

Sec. 46-156. Temporary permits.

(a) Requirements and Procedures

The City manager is authorized to issue a temporary permit to allow noise when produced by a temporary use or activity as provided in this section. The City manager may prescribe any reasonable conditions necessary to minimize any adverse effect upon the community. A permit granted under this article shall contain all conditions upon which the permit has been granted, including the period of time for which the permit has been granted. Such relief may be granted in the following situations:

(1) *Code compliance in progress*. When an applicant is utilizing best efforts to comply with the noise restrictions in this article, but additional time is required for the applicant to modify his activity to comply and no reasonable alternative is available to the applicant, such permits may be granted for a period of time not to exceed ten consecutive days.

(2) *Construction*. When construction activities pursuant to a valid building permit cannot be carried out in a manner which would comply with section 46-152, notwithstanding that all equipment is operated in accordance with manufacturer's specifications, is in good repair and utilizes all noise baffling methods as specified by the manufacturer, such activities shall occur only as follows:

a. Between the hours of 7:30 a.m. and 6:30 p.m., and between the hours of 7:30 a.m. and 7:30 p.m. during daylight savings time, on any day in areas zoned as CCC, GU, I-1, MR, CPS-1, CPS-2, CPS-3, CPS-4, RO, WD-1, WD-2, GC, HD, MXE, CD-1, CD-2 and CD-3. However, the City manager may authorize any necessary construction activities to occur earlier and/or later than as otherwise provided in this subsection based upon a finding that 1) there are no reasonable alternatives, ~~and~~ 2) there are no pending construction noise violation cases issued to the property owner, contractor, or the construction site, and 3) all permitted construction days and hours are already being fully utilized. The work authorized by the City manager may be conditioned upon notice to surrounding property owners and tenants. The work authorized by the City manager may be conditioned upon reasonable notice to surrounding property owners and tenants. Permits issued pursuant to such authorization shall not exceed seven consecutive days. No construction shall be permitted on Sundays or on national holidays in the zoning districts set forth in this subsection, notwithstanding compliance with Section 46-152.

b. Between the hours of 8:00 a.m. and 6:00 p.m. on weekdays and 10:00 a.m. and 4:00 p.m. on Saturdays in areas zoned as RM-1, RM-2, RM-3, RM-PRD, RPS-1, RPS-2, RPS-3, RPS-4, RMPS-1, RS-1, RS-2, RS-3, RS-4, TH and in any exclusively residential zoning district not otherwise specified in this subsection and within three hundred feet of any of these zoning districts. However, the City manager may authorize any necessary construction activities to occur earlier and/or later than as otherwise provided in this subsection based upon a finding that 1) there are no reasonable alternatives, ~~and~~ 2) there are no pending construction noise violation cases relative to the construction site, and 3) all permitted construction days and hours are already being fully utilized. The work authorized by the City manager may be conditioned upon reasonable notice to surrounding property owners and tenants. Permits issued pursuant to such authorization shall not exceed three consecutive days. No construction shall be permitted on Sundays or on national holidays in the zoning districts set forth in this subsection, notwithstanding compliance with section 46-152.

c. The issuance of a temporary permit is a privilege and does not constitute a right or expectation that said permit will remain in effect. Any permits issued pursuant to (2)a-b, shall not constitute or be deemed precedent for the granting of any future permits.

d. Notwithstanding the provisions of (2)a-b., under emergency circumstances or when the Florida Building Code requires work earlier or later than the time frames specified in (2)a-b or on any day (including Sundays or national holidays), temporary permits shall be subject to authorization by the building official. The work authorized by the building official pursuant to this subsection may be conditioned upon reasonable notice to surrounding property owners and tenants.

(3) *Special events and film and print permits*. A film permit issued pursuant to section 12-1, or a special event permit issued pursuant to section 12-5 may be exempted from the requirements of section 46-152 upon specific compliance with sections 12-1(9) or 12-5(8), as applicable.

(b) Violation of Temporary Permit

Failure to comply with any condition of a temporary permit issued pursuant to this section shall constitute a violation and shall result in enforcement procedures and penalties as set forth in sections 46-159 and 46-160.

(c) Revocation of Temporary Permits

Any temporary permit may be immediately revoked if the City Manager finds that an emergency condition exists involving serious danger to the public health, safety, or welfare.

SECTION 2. That Section 46-158 of Article IV of Chapter 46 of the Miami Beach City Code is hereby amended as follows:

Sec. 46-158. Enforcement by code inspectors; notice of violation; warnings.

(a) Notice of Violation. If the code inspector observes a violation of this article, the inspector shall issue a notice of violation to the violator, and a courtesy copy of the violation shall be provided to the occupational license holder, except as otherwise provided in subsection (b), and inform the violator that he must immediately cease the violation ~~and that the violator will be subject to penalties if the violation continues and~~

~~that a notice of violation will be issued to the violator as provided in Chapter 30 of this Code~~. The notice shall ~~inform the violator of the~~ include the following information:

(1) Name of the violator.

(2) Date and time of violation.

(3) Nature of the violation.

(4) Amount of fine or other penalty for which the violator may be liable pursuant to section 46-159 of this Code or as otherwise provided by law.

(5) Instructions and due date for paying the fine.

(6) Notice that the violation may be appealed by filing a written request for an administrative hearing with the clerk of the special master within ten days after service of the notice of violation, that failure to do so shall constitute an admission of the violation and waiver of the right to a hearing, and that unpaid fines will result in the imposition of liens which may be foreclosed by the city.

The notice shall also inform the violator that repeat violations of this article will result in the imposition of larger fines and may also result in revocation, suspension, or the imposition of restrictions on an occupational license, and/or certificate of use, or accessory use, and/or injunctive proceedings as provided by law. The notice shall be signed by the code inspector who witnessed the violation.

(b) Warnings.

(1) Oral Warnings

If a code inspector observes a violation of this article without a complaint having been made, the inspector may first issue one oral courtesy warning per day and inform the violator that the violator will be subject to penalties if the violation continues.

(2) Written Warnings

A code inspector shall first issue a written warning to immediately cease the violation prior to issuing a notice of violation ~~if no more than~~ unless three written warnings have been issued in the 12 months preceding the date of violation; or

The written warning shall be substantially in the same form as the notice of violation as stated in section 46-158 (a) above. Failure to correct the violation within fifteen minutes following the issuance of a written or oral warning~~,~~ shall result in the issuance of a notice of violation pursuant to this Article.

A ~~C~~code ~~I~~inspector shall not issue a written warning, and instead shall issue a notice of violation, to any person, entity or establishment who: 1) in any one day has already been issued a written warning as specified in 46-158 or 2) in any 12 month period has exceeded ~~any of~~ the three warning limit~~s~~ specified in 46-158(b) or 3) is also being cited for an illegal commercial or non-permitted non-residential use in a residential zoning district.

(c) Owner's Responsibility to Provide Current Address.

The holder of the occupational license for the premises where a violation or warning is issued shall have the responsibility to keep the ~~C~~city advised of the current address of the owner of the premises.

SECTION 4. That Section 46-159 of Article IV of Chapter 46 of the Miami Beach City Code is hereby amended as follows:

Sec. 46-159. Fines and penalties for violation; appeals; alternate means of enforcement.

(a) *Fines and penalties.* The following civil fines and penalties shall be imposed for violations of this chapter:

(1) If the offense is the first offense, $250.00 fine.
(2) If the offense is the second offense within the preceding 18 months, $1,000.00 fine.
(3) If the offense is the third offense within the preceding 18 months, $2,000.00 fine.
(4) If the offense is the fourth offense within the preceding 18 months, one weekend (noon Friday through noon Monday) occupational license conditions and/or accessory use restrictions shall be imposed limiting the ability to produce any live or amplified sound at that portion of the premises that caused the violation, in addition to a $3,000.00 fine.
(5) If the offense is the fifth offense within the preceding 18 months, two weekend (noon Friday through noon Monday) occupational license conditions and/or accessory use restrictions shall be imposed limiting the ability to produce any live or amplified sound at that portion of the premises that caused the violation, in addition to a $5,000.00 fine.
(6) If the offense is the sixth or greater offense within the preceding 18 months, it shall be considered an habitual offender offense with penalties and fines imposed pursuant to Section 46-159(h).
(7) The first time an offense is committed while the violator was also engaged in an illegal commercial or non-permitted, non-residential use in a residential zoning district, $1,000.00, notwithstanding the fine provision in (1) above.
(8) The second or any subsequent time an offense is committed while the violator was also engaged in an illegal commercial or non-permitted, non-

residential use in a residential zoning district, $5,000.00, notwithstanding the fine provisions in (2)-(4) above.

* * *

SECTION 5. CODIFICATION

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 6. REPEALER

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 7. SEVERABILITY

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 8. EFFECTIVE DATE

PASSED and **ADOPTED this _____ day of _____, 2006.**

This Ordinance shall take effect on the ____ day of _____, 2006.

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney DT 6/2/06 Date

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Condensed Title:

Amendment pertaining to development regulations for the Residential Performance Standard Districts relative to pedestal and tower setbacks and maximum height in the R-PS4 district.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character.

Issue:

Should the City Commission re-adopt the proposed regulations in order to correct a scrivener's error in publication for the adoption of this ordinance in November 2002.

Item Summary/Recommendation:

The proposed ordinance re-establishes the intent of reducing heights in the R-PS4 district to have more compatibility with the surrounding Ocean Beach Local Historic District neighborhood.

The Administration recommends that the Commission approve the ordinance on first reading and set a second hearing public hearing at the July 12, 2006 City Commission meeting.

Advisory Board Recommendation:

At the April 19, 2006 meeting, the Planning Board recommended that the City Commission adopt the proposed ordinance by a vote of 5-0 (2 members absent).

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

The proposed Ordinance is not expected to have any fiscal impact.

City Clerk's Office Legislative Tracking:

Jorge Gomez or Mercy Lamazares

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM R5E

DATE 6-7-06

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006 **FIRST READING**

SUBJECT: **Residential Performance Standard Requirements**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS" ARTICLE II, "DISTRICT REGULATIONS" DIVISION 18, "PS PERFORMANCE STANDARD DISTRICT," AMENDING SECTION 142-696 "RESIDENTIAL PERFORMANCE STANDARD AREA REQUIREMENTS," BY AMENDING THE MAXIMUM BUILDING HEIGHT IN THE R-PS4 ZONING DISTRICT; AMENDING SECTION 142-697 "SETBACK REQUIREMENTS IN THE R-PS1, 2, 3, 4 DISTRICTS," TO PROVIDE FOR ADDITIONS TO FOLLOW THE EXISTING BUILDING LINE AND MODIFYING THE TOWER SETBACKS; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the proposed ordinance on first reading and set a second reading public hearing for the July 12, 2006 meeting.

BACKGROUND

Although this ordinance was adopted by the City Commission on November 13, 2002, and became effective 10 days later, it has been challenged as defective because of a published notice indicating a "first" reading, when in fact a "second" reading was announced, scheduled, read, and second reading public hearing held. In an abundance of caution the ordinance was reviewed by the Planning Board who recommended re-adoption to the City Commission.

OVERVIEW

February 20, 2002 - the Commission referred an ordinance to the Planning Board that would impose a maximum building height of 35 feet on lots exceeding 50 feet in width in the R-PS4 district where a contributing structure exists.

April 23, 2002 - the Planning Board considered the proposed ordinance and continued the public hearing to May 28, 2002.

May 28, 2002 - following the direction of the Planning Board, Planning Department staff prepared an alternative ordinance and recommended that the public hearing be continued to the June 25, 2002 meeting because the proposed amendments introduced several new concepts that affected other sections of the City Code that had not been advertised.

June 25, 2002 - the Planning Board adopted a motion that consisted of three components:

- Denial of the ordinance as referred by the City Commission;
- Acknowledgement that something needed to be done with respect to this issue; and
- Declaration of the desire of the Planning Board to further study an alternative which would limit heights to 35 feet for a length of lot depth measured from the street, past which point new construction would be allowed to go higher.

July 10, 2002 - the Commission discussed a resolution to set a public hearing to consider the proposed amendment to the RPS-4 regulations as originally referred to the Planning Board. The Commission did not set the public hearing and the discussion resulted in another referral to the Planning Board with the following directives:

- That the height of the 50 ft. lots not be increased;
- To study eliminating any incentives in the Code for lot aggregation which would result in taller buildings; and
- To continue to study RPS-4 district with lower-scaled buildings, and let the buildings get a little taller in the back, but no taller than 55 feet.

August 6, 2002 - following a public workshop, the Planning Board directed staff to draft an ordinance that would take the following in consideration:

- All lots in the RPS-4 district within the Ocean Beach Local Historic District should be treated equally as a tool to prevent lot aggregation in order to gain greater building height.
- New construction on the first 140 feet of lot dept to be 35 feet in height and 55 feet maximum height thereafter.
- Provide an analysis showing how much of a contributing building would be affected after the 140 feet of lot depth – how much of the existing structure could be potentially demolished.
- Elicit comments from professional architects relative to this proposed regulation.

August 27, 2002 - the Planning Board recommended the City Commission approve an ordinance that would require a height of 35 feet for the first 115 feet of lot depth and a maximum height of 75 feet thereafter for lots wider than 50 feet.

October 23, 2002 - The City Commission held a public hearing to discuss and review five alternatives to the proposed amendments for the R-PS4 development regulations within the Ocean Beach Local Historic District. The Commission approved an ordinance that proposed a maximum height of 75 ft., but modified the lot depth where the height will be restricted to a maximum of 35 feet from 115 feet to 60 feet. The Commission also requested that a rear setback be included in the ordinance for second reading.

November 13, 2002 – The City Commission adopted the ordinance as modified during the second reading and public hearing, including the restriction that lots 50 feet in width or less aggregated after the effective date of the ordinance would be restricted to a maximum height of 35 feet.

ANALYSIS

The R-PS4 zoning district is limited to the area that lies east of Ocean Drive and south of 5th Street. This district also includes the Ocean Parcels, which consist of the Continuum project, South Pointe Tower and Portofino Tower - all high-rise structures - though these properties are not part of the Ocean Beach Local Historic District. Staff conducted a survey of the properties in the R-PS4 district and prepared the table below. The Ocean Beach Local Historic District zoning district contains 14 properties and as can be discerned from the table, of the 14 properties, 8 are 50 -ft wide lots; there are only 3 structures that are 35 feet high or less; and only 6 of all the existing structures are classified contributing.

	Address	Name	Year Built	Height (feet)	Floors	Lot Size (+/-)	Condo/ Hotel/Apt	No. of Units
1	1 So. Pointe Dr.** (2 bldgs.)	Continuum (phase 2 under constr.)	2004	378 & 431	36 & 42	12 acres +/-	condo	
2	101 Ocean Dr.	Bentley Beach	2002	107 (3)	7/3 ***	100 x 440	condo/ hotel	98
3	121 Ocean Dr.	Sea Crest Apts.	1948	24	2	50 x 477	apt.	18
4	125 Ocean Dr.	Villa Luisa	1940	42	3	50 x 426	hotel	50
5	135 Ocean Dr.	Atlantic Vue (CofA for demo apprd.)	1964	64(2)	7/1***	50 x 421	apt.	47(2)
6	155-161 Ocean Dr.	Marriott Hotel	2000	99 (4)	8/2***	150 x 420	hotel	236
7	301 Ocean Dr.		1967	54	5/1***	50 x 370	condo	45
8	315 Ocean Dr.	Vacant				50 x 390		
9	321 Ocean Dr.	Hotel Simone	1937	38 (+/-)	3	50 x 392	hotel	95 (1)
10	325 Ocean Dr.	East Atlantic Gardens	1969	55	5/1***	50 x 340	condo	45
11	335 Ocean Dr.	Oceanwalk (Sorrento Hotel)	1939	35	3	50 x 350	condo	
12	345 Ocean Dr.	Ocean Point	1970	107	9/2***	105 x 339	condo	238
13	401 Ocean Dr.	The Presidential	1970	96	9/2***	152 x 332	condo	238
14	425 Ocean Dr.*	Savoy	1935	41	3		hotel	54
	455 Ocean Dr *	Arlington	1941	35	3		hotel/ apt.	78 htl 15 apt
15	465 Ocean Dr.	Royal Atlantic	1968	96	9/2***	219 x 330	condo	239

Clarifying notes for the table above:

*These properties are unified and the parcel consists of 73,253 square feet, roughly 200 x 370 ft., as per Miami-Dade County Property Appraiser's data.
** This property was developed under the C-PS3 development regulations, which allows for a higher FAR and heights.

*** Number of floors over parking levels

(1) As per records of the Miami-Dade County Property Appraiser's Office
(2) As per records of the City of Miami Beach Building Department
(3) Submitted before height regulations were amended.
(4) Received a variance to convert rooftop mechanical/engineer's room into one residential unit.

* * *

At the time this ordinance was being discussed, a reference was made that the RM-3 zoning districts in historic districts permitted a height of 200 feet. It should be noted that Subdivision V. "RM-3 Residential Multifamily, High Intensity" Section 142-246 "Development regulations and area requirements," of the City Code restricts the maximum building height for new construction in the Architectural District (the area east of Collins Avenue from 16th to 23rd Streets) to 120 feet; and the maximum height for ground floor additions to existing structures on oceanfront lots in this district is 50 feet; rooftop additions are not permitted on oceanfront lots in the Architectural District; and variances cannot be granted for the rooftop additions.

The maximum building height in the Collins Waterfront Local Historic District (generally bounded by 22nd Street on the south and 44th Street on the north) is 200 feet. However, buildings in this historic district that are five stories or less may not have more than one 1-story rooftop addition. In this district, eligibility for rooftop additions of more than one story for hotel structures greater than five stories, is under the purview of the Historic Preservation Board pursuant to Sec. 142-1161(3)b. of the City Code. Those hotel structures that may be deemed eligible may be allowed one story per every three stories of the existing building, up to a maximum of four additional stories as rooftop additions, but only for the sole purpose of hotel development. This formula may result in the possibility of a 16-story hotel building. Allowable rooftop additions are subject to a number of criteria, as listed in the above-mentioned section of the City Code.

Historical Background

The designation of the Ocean Beach Historic District became effective on March 1, 1996, through the enactment by the City Commission of Ordinance No. 96-3037. This district represents a part of the first settlement of Miami Beach in the early Twentieth Century. It is also the site of the first subdivision (platted in 1912) and infrastructure on Miami Beach, and traces the development of Twentieth Century oceanfront resort architecture when viewed together with its neighboring buildings.[1] It is important to note that not every building in this historic district is significant by itself; that the significance lies when all buildings are viewed as a collection.

The evolution of the R-PS4 zoning district, where prior to 1999, both sides of Ocean Drive were designated R-PS4, which is one of the underlying zoning districts within the Ocean Beach Historic District, has changed the actual as-built character of this area east of Ocean Drive. Prior zoning classifications in the 1960's introduced mid-rise buildings, and in later years, high-rises have been developed in the R-PS4 and the R-PS3, which is the zoning district on the west side of Ocean Drive. The amendment to the maximum height of buildings in the R-PS4 deals with a small portion of this historic district, and affects only oceanfront properties.

[1] Excerpt from the *Ocean Beach Historic District Designation Report*, 1995.

During 1992-1993, the School of Architecture of the University of Miami conducted a study in order to investigate alternatives for development in the South Pointe Redevelopment Area. The purpose of the study was to verify zoning amendments being proposed at that time before their adoption, "...due to the strong desire of the community to preserve the existing character of the neighborhood and to ensure that new development is in keeping with that character..."[2] A section of the study was related to maximum building heights in the R-PS3 and R-PS4, indicating a reasonableness in allowing taller buildings on Ocean Drive, Collins and Washington Avenues, and suggested a more balanced relationship between 50-foot and 100-foot lots. In this regard, the suggestion was that the balance could be achieved by "...limiting the heights of all buildings to 45 feet at the front, and allowing for the rear portions of a building to be taller at least 50 feet back from the front lot line regardless of their lot size." This suggests that 50-foot lots could spur penthouses or small towers in the rear of the lots, an incentive to small lot development, without affecting the streetscape.[3]

* * *

Following the request of the City Commission at the October 23, 2002 meeting, a revised ordinance was drafted which incorporated the maximum height for the first 60 feet of lot depth to be 35 feet, and a maximum height thereafter to be 75 feet. The Commission also requested that the revised ordinance incorporate a rear setback so as to diminish the perception of height from the beach. It should be noted that the eastern-most property line for all the oceanfront properties is the Erosion Control Line, however, construction is not permitted in the area comprised between the Bulkhead Line and the Erosion Control Line.

In this regard, staff reviewed the current setback regulations, which are shown below for informational purposes. It is also worth noting that "pedestal" and "tower" are terms defined in the City Code as follows:

"pedestal" is "that portion of a building or structure which is equal to or less than 50 feet in height above sidewalk elevation."

"tower" is defined as "that portion of a building or structure which exceeds 50 feet in height."

Currently, the rear setback for the pedestal for oceanfront lots is 20% of the lot depth, with a minimum of 50 feet from the bulkhead line, and the rear setback for the tower, also for oceanfront lots is 25% of lot depth, with a minimum of 75 feet from the bulkhead line. The revised ordinance proposed to increase the front tower setback from 50 feet to 60 feet, and the rear tower setback to 120 feet from the bulkhead line. The table below reflects the revisions as requested by the Commission. The underlined portion of the text is the new language.

---

[2] *South Pointe Zoning Amendments: Practical Analysis Report.* University of Miami School of Architecture. October 1992 - January 1993. Project Advisor: Elizabeth Plater-Zyberk.

[3] *South Pointe Zoning Amendments - Practical Analysis Report*, 1993. Project Advisor: Elizabeth Plater-Zyberk.

The methodology used to establish the rear setback was to draw a line of sight from a point 25 feet east of the erosion control line crossing the 50-ft. height of the pedestal, and extending it to a point where the proposed 75 feet of maximum height of the tower would intercept the line (see attachment #1). The result was 120 feet from the bulkhead line.

Following below is a table for Sec. 142-697. "Setback requirements in the R-PS1, 2, 3, 4 districts," which shows the revisions made to the tower setback from the rear as requested. There is also a revision to the front tower setback, which is being incorporated for clarity purposes and conforms to the policy decision made at the meeting of allowing a higher height after the first 60 feet of lot depth.

(a) The setback requirements in the R-PS1, 2, 3, 4 districts are as follows:

	Front	Side, Interior	Side, Facing a Street	Rear
At-grade parking lot (below building)	5 feet	5 feet	5 feet	Non-oceanfront lots--5 feet Oceanfront lots--50 feet from bulkhead line
Subterranean	5 feet	5 feet	5 feet	Non-oceanfront lots--0 feet Oceanfront lots--50 feet from bulkhead line
Pedestal	5 feet	7.5 feet, <u>except when section (d) below applies.</u> Lots 50 feet wide or less--5 feet	5 feet	Non-oceanfront lots--10% of lot depth Oceanfront lots--20% of lot depth, 50 feet minimum from bulkhead line
Tower	50 feet, <u>except that in the R-PS4 within the Ocean Beach Historic District, the minimum shall be 60 feet.</u>	The required pedestal setback plus 0.10 the height of the building	The required pedestal setback plus 0.10 the height of the building	Non-oceanfront lots--15% of lot depth Oceanfront lots--25% of lot depth, 75 feet minimum from bulkhead line<u>, except that in the R-PS4 within the Ocean Beach Local Historic District, the minimum shall be 120 feet from the bulkhead line.</u>

PLANNING BOARD ACTION

At the April 19, 2006 meeting, the Planning Board recommended that the City Commission re-adopt the proposed ordinance in order to correct a scrivener's error in the publication of the previous ordinance. The Board approved the motion by a 5-0 (2 members absent).

FISCAL IMPACT

This proposal has no associated negative fiscal impact upon enactment.

CONCLUSION

The Administration recommends that the City Commission approve the proposed ordinance on first reading and set a second reading public hearing for the July 12, 2006 meeting.

Pursuant to Section 118-164(3) of the City Code, when a request to amend the Land Development Regulations does not change the actual list of permitted, conditional or prohibited uses in a zoning category, the proposed ordinance may be read by title or in full on at least **two separate days** and shall, at least **ten days prior to adoption**, be noticed once in the newspaper. Immediately following the public hearing at the second reading, the City Commission may adopt the ordinance by an affirmative vote of five-sevenths.

JMG/TH/JGG/ML

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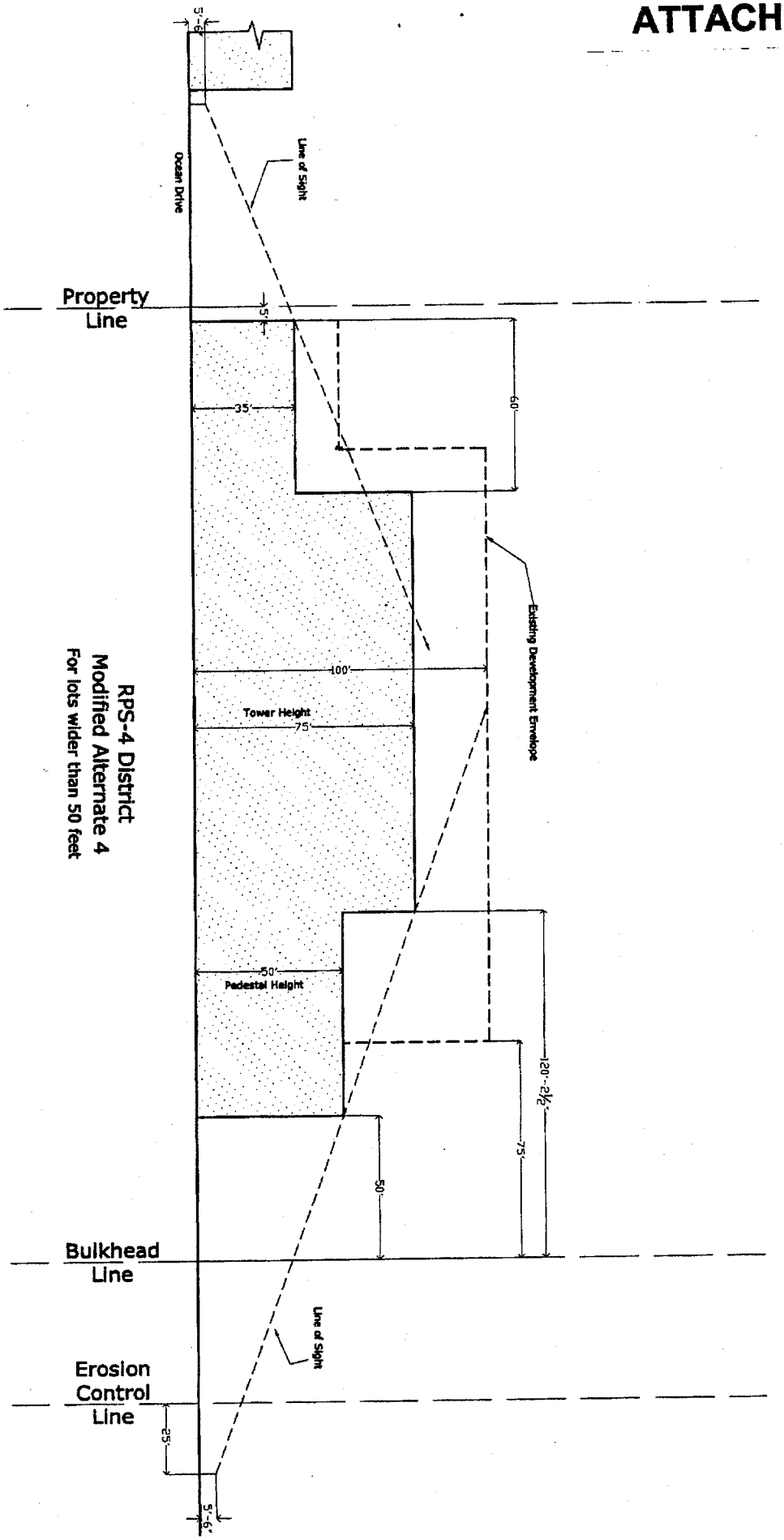
ATTACHMENT #1



ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS" ARTICLE II, "DISTRICT REGULATIONS" DIVISION 18, "PS PERFORMANCE STANDARD DISTRICT," AMENDING SECTION 142-696 "RESIDENTIAL PERFORMANCE STANDARD AREA REQUIREMENTS," BY AMENDING THE MAXIMUM BUILDING HEIGHT IN THE R-PS4 ZONING DISTRICT; AMENDING SECTION 142-697 "SETBACK REQUIREMENTS IN THE R-PS1, 2, 3, 4 DISTRICTS," TO PROVIDE FOR ADDITIONS TO FOLLOW THE EXISTING BUILDING LINE AND MODIFYING THE TOWER SETBACKS; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Ocean Beach Historic District contains a collection of important historic buildings which together embody a rich history of the first three decades of the development of Miami Beach; and

WHEREAS, the Land Development Regulations of Miami Beach have been promulgated to provide for compatibility of new development in historic districts in Miami Beach; and

WHEREAS, the Land Development Regulations in the Ocean Beach Historic District provide for a reasonable limitation of the height of new development on sites with existing contributing structures in the Residential Special Performance "R-PS" areas west of Ocean Drive which aid in the development of compatible infill structures; and

WHEREAS, the Land Development Regulations do not presently provide for a compatible height limitation in the R-PS4 zoning district.

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

SECTION 1 Chapter 142, "Zoning Districts and Regulations", Article II, "District Regulations" District 18, "Performance Standard District," of Land Development Regulations of the Code of the City of Miami Beach is hereby amended as follows:

DIVISION 18 PERFORMANCE STANDARD DISTRICT

* * *

Section 142-696. Residential performance standard area requirements

Residential Sub-districts

Performance Standard	R-PS1	R-PS2	R-PS3	R-PS4
Minimum lot area	5,750 sq. ft.	5,750 sq. ft	5,750 sq. ft.	5,750 sq. ft.
Minimum lot width	50 feet	50 feet	50 feet	50 feet
Required open space ratio	0.60, see Sec. 142-704	0.65, see Sec. 142-704	0.70, see Sec. 142-704	0.70, see Sec. 142-704
Maximum building Height	45 feet Lots 50 feet wide or less - 35 feet	45 feet Lots 50 feet wide or less - 35 feet	50 feet Lots 50 feet wide or less - 35 feet	Non-oceanfront - 80 feet; Oceanfront – 100 feet; except that in the Ocean Beach Historic District – 35 feet for the first 60 feet of lot depth, 75 feet thereafter, subject to the line-of-sight analysis of Sec. 142-697(d). Lots 50 feet wide or less - 35 feet.
Maximum number of stories	5 Lots 50 feet wide or less - 4	5 Lots 50 feet wide or less - 4	5 Lots 50 feet wide or less - 4	Non-oceanfront - 8 Oceanfront – 11 Lots 50 feet wide or less – 4 In the Ocean Beach Historic District - 7
Maximum floor area ratio	1.25	1.50	1.75	2.0
Minimum floor Area per apartment unit (square feet)	New construction - 700 Rehabilitated buildings - 400	New construction - 650 Rehabilitated buildings - 400	New construction - 600 Rehabilitated buildings - 400	New construction - 550 Rehabilitated buildings - 400
Minimum average floor area per apartment unit (square feet)	New construction - 950 Rehabilitated buildings - 550	New construction - 900 Rehabilitated buildings - 550	New construction - 850 Rehabilitated buildings - 550	New construction - 800 Rehabilitated buildings - 550
Minimum average floor area per hotel unit (square feet)	N/A	N/A	15% = 300-335 square feet 85% = 335+ square feet	15% = 300-335 square feet 85% = 335+ square feet
Minimum parking	Pursuant to Chapter 130 and Section 142-705 requirement			
Minimum off-street loading	Pursuant to Chapter 130, Article III.			
Signs	Pursuant to Chapter 138			
Suites hotel	Pursuant to Article IV, division 3 of this chapter.			

- Notwithstanding the foregoing provisions regarding maximum building height, in the Ocean Beach historic district, as defined in subsection 118-593(e)(11), the maximum building height for a lot located in the R-PS1, R-PS2, or R-PS3 zoning districts

  (i) With a lot exceeding 50 feet, and

  (ii) Upon which there exists a contributing structure which has not received a certificate of appropriateness for demolition (or any such approval has expired),

shall be 35 feet.

1. Notwithstanding the above height restrictions, existing structures within a local historic district are subject to section 142-1161.

2. In the R-PS4 zoning district, within the Ocean Beach Historic District, when an existing contributing structure is nonconforming with respect to the height regulations in Sec. 142-696, such structure may be repaired, renovated or rehabilitated regardless of the cost of such repair, renovation or rehabilitation, notwithstanding the provisions of Chapter 118, Article IX, "Nonconformances."

3. Lots at a width of 50 feet or less aggregated with adjacent parcels after November 3, 2002 shall have a maximum height of 35 feet and shall not be allowed the increased height for parcels wider than 50 feet.

SECTION 2. Sec. 142-697. Setback requirements in the R-PS1, 2, 3, 4 districts.

(a) The setback requirements in the R-PS1, 2, 3, 4 districts are as follows:

	Front	Side,Interior	Side, Facing a Street	Rear
At-grade parking lot (below building)	5 feet	5 feet	5 feet	Non-oceanfront lots--5 feet Oceanfront lots--50 feet from bulkhead line
Subterranean	5 feet	5 feet	5 feet	Non-oceanfront lots--0 feet Oceanfront lots--50 feet from bulkhead line
Pedestal	5 feet	7.5 feet, except when section (e) below applies. Lots 50 feet wide or less--5 feet	5 feet	Non-oceanfront lots--10% of lot depth Oceanfront lots--20% of lot depth, 50 feet minimum from bulkhead line
Tower	50 feet, except that in the R-PS4 within the Ocean Beach Historic District, the minimum shall be 60 feet.	The required pedestal setback plus 0.10 the height of the building	The required pedestal setback plus 0.10 the height of the building	Non-oceanfront lots--15% of lot depth Oceanfront lots--25% of lot depth, 75 feet minimum from bulkhead line

(b) All required setbacks shall be considered as minimum requirements except for the pedestal front yard setback and pedestal side yard facing a street setback which shall be considered as both a minimum and maximum.

(c) For lots greater than 100 feet in width the front setback shall be extended to include at least one open court with a minimum area of three square feet for every linear foot of lot frontage.

(d) In the R-PS4 zoning district, within the Ocean Beach Historic District, the tower portion of ground-floor additions to contributing buildings, or new construction shall meet a line-of-sight, which for the purpose of this section is defined as not visible when viewed at eye-level (5'6" from grade) from the opposite side of the adjacent right-of-way.

(e) In the R-PS4 zoning, district within the Ocean Beach Historic District, when an existing contributing structure has a minimum 5-foot sideyard setback, the setback of new construction in connection with the existing building may be allowed to follow the existing building line. The maintenance of the existing setback shall apply to the linear extension of the existing building.

SECTION 3. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 4. REPEALER.

All ordinances or part of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this ___ day of _____, 2006.

_____

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

City Attorney 5/31/06 Date

First Reading:
Second Reading

Verified by:_____
Jorge Gomez, AICP
Planning Director

Underscore denotes new language
~~Strikethrough~~ denotes deleted language

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Condensed Title:

Amendment pertaining to nonconforming gasoline service stations and allowing them to be rehabilitated or renovated when exceeding 50% of the value determination by the building official and requiring the installation of emergency generators at that point.

Key Intended Outcome Supported:

Increase resident satisfaction with availability of commercial service options.

Issue:

Should nonconforming gas stations be permitted to renovate or rehabilitate when value determination exceeds the 50% threshold and allow them to meet development regulations existing at the time of the work.

Item Summary/Recommendation:

The proposed ordinance allow gas stations to renovate facilities even when nonconforming as to location. The ordinance would also require that emergency generators be installed at the time the renovations would take place, giving the citizens of the City an added level of comfort in cases of natural disasters, hurricanes, power outages, etc.

The Administration recommends that the Commission approve the ordinance on first reading and set a second reading public hearing for the July 12, 2006 meeting.

Advisory Board Recommendation:

At the May 23, 2006 meeting, the Planning Board recommended that the City Commission adopt the proposed ordinance to the City Commission. The Board approved the motion by a vote of 6-0 (1 member absent).

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

The proposed Ordinance is not expected to have any fiscal impact.

City Clerk's Office Legislative Tracking:

Jorge Gomez or Mercy Lamazares

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM R5F
DATE 6-7-06

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

FIRST READING

SUBJECT: **Nonconforming Gasoline Service Stations**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES", ARTICLE IX, "NONCONFORMANCES", SECTION 118-395 TO ADD NEW SUBSECTIONS FOR NONCONFORMING GASOLINE SERVICE STATIONS; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the proposed ordinance on first reading and set a second reading public hearing for the July 12, 2006 meeting.

BACKGROUND

The current Land Development Regulations of the City Code permit gas stations and their accessory uses, such as a car wash, as a conditional use in the CD-1 and CD-2 districts only. There are a total of 15 gas stations located within the City of Miami Beach, six of which are located in a district that permits them as a conditional use. The other nine are considered as a legal nonconforming use.

At the April 11, 2006 meeting, the City Commission referred this proposed ordinance for a review and recommendation by the Planning Board.

ANALYSIS

The recent hurricane seasons have severely impacted daily life and the hurricane season forecast calls for similar activity if not more intense. Because of the limited number of gasoline service stations in the City, and because the operation of gasoline service stations is essential in emergency situations, this ordinance proposes the following amendments:

- Nonconforming gas stations that are damaged, repaired or rehabilitated by more than 50% value determination may be repaired or rehabilitated if:
    - The entire building meets the requirements of the Florida Building Code and the Life Safety Code;

  - The entire building and any new addition that may be proposed meets the development regulations for the particular zoning district;
  - The repair or rehabilitation must include the installation of one or more emergency generators for the uninterrupted operation of the fuel pumps.

- The installation of emergency generators shall be permitted in non-conforming gas stations.
- Any addition of floor area to non-conforming gas stations, including convenience stores or car wash will trigger Conditional Use review.

PLANNING BOARD ACTION

At the May 23, 2006 meeting, the Planning Board recommended that the City Commission adopt the proposed ordinance with a minor modification that incorporates requiring landscaping and signs as per the existing regulations at the time of renovation or rehabilitation that exceeds 50% of the value determination by the Building Official. The Board approved the motion by a vote of 6-0 (1 member absent).

FISCAL IMPACT

This proposal has no associated negative fiscal impact upon enactment.

CONCLUSION

The Administration recommends that the City Commission approve the proposed ordinance on first reading.

Pursuant to Section 118-164(3) of the City Code, when a request to amend the Land Development Regulations does not change the actual list of permitted, conditional or prohibited uses in a zoning category, the proposed ordinance may be read by title or in full on at least **two separate days** and shall, at least **ten days prior to adoption**, be noticed once in the newspaper. Immediately following the public hearing at the second reading, the City Commission may adopt the ordinance by an affirmative vote of five-sevenths.

JMG/TH/JGG/ML

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES", ARTICLE IX, "NONCONFORMANCES", SECTION 118-395 TO ADD NEW SUBSECTIONS FOR NONCONFORMING GASOLINE SERVICE STATIONS; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, gasoline service stations are a valuable resource to the City of Miami Beach (City), especially in times of emergency such as hurricane season, by providing the required fuel for the safe evacuation of visitors and residents of the City and for emergency electrical power during power outages;

WHEREAS, the recent hurricane seasons have severely impacted daily life and the foreseeable forecast calls for more active hurricane seasons;

WHEREAS, there are only a limited number of gasoline service stations in the City, many of which are nonconforming uses; and

WHEREAS, preservation of nonconforming gasoline service stations is essential to the safety and welfare of the community.

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

SECTION 1. That section 118-395, "Repair and/or rehabilitation of nonconforming buildings and uses", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended by amending subsection 118-395(b) as follows:

* * *

(7) Notwithstanding the foregoing provisions, a nonconforming gasoline service station which has been damaged, repaired or rehabilitated by more than 50 percent of the value of the building as determined by the building official pursuant to the standards set forth in the Florida Building Code may be repaired or rehabilitated, if the following conditions are met:

a. The entire building and any new addition shall meet all requirements of the City property maintenance standards, the applicable Florida Building Code and the Life Safety Code.

b. The entire building and any new addition shall comply with the current development regulations in the zoning district in which the property is located, including, but not limited to all landscape requirements. New monument-style signs shall be required. Pole signs shall be prohibited.

c. No new floor area may be added if the floor area ratio is presently at maximum or exceeded.

d. Such repair or rehabilitation shall include the installation of one or more fuel operated electrical generators, sufficient to provide for the uninterrupted operation of all fuel pumps within twenty-four hours following the declaration of a local state of emergency.

e. Necessary repairs to add an emergency electrical generator and related facilities to a nonconforming gasoline service station shall be permitted, subject to the conditions set forth in this subsection.

f. The addition to nonconforming gasoline service stations of any new floor area (other than floor area strictly necessary to house an emergency electrical generator and related facilities) for modernization of existing gasoline service stations, including adding a convenience sales area or a car wash, shall be permitted subject to conditional use approval, notwithstanding any provisions of this Code to the contrary.

SECTION 2. REPEALER.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

SECTION 3. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida, as amended. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this ___ day of _____, 2006.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ 5/31/06
City Attorney Date

First Reading:
Second Reading

Verified by:_____
Jorge Gomez, AICP
Planning Director

Underscore denotes new language

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Condensed Title:

Amendment pertaining to creating review criteria for the Planning Board pursuant to Subpart A of the City Charter, Section 1.03(b)3.

Key Intended Outcome Supported:

Improve the City's overall financial health

Issue:

The City's Charter requires that the sale, exchange, conveyance or lease of ten years or longer of certain City-owned property shall, as provided by Ordinance, require approval by a majority vote (4/7ths) of all members of the Planning Board. The proposed ordinance creates criteria for such reviews.

Item Summary/Recommendation:

The proposed ordinance creates criteria for the Planning Board to review, evaluate the sale, exchange, conveyance or lease of ten years or longer of certain City-owned property, which as required by the City Charter, must be approved by a 4/7ths vote of the Board. The proposed criteria include, but are not limited to reviewing whether the proposed use (after sale or lease) is in keeping with City goals, whether there are alternatives to the proposed disposition of the City property; what impact the disposition will have on adjacent properties, what is the traffic impact derived from the proposed disposition of City property; is a public purpose achieved; financial impact of the transaction; and if leased what is the duration of the lease.

The Administration recommends that the Commission approve the Administration version of the ordinance on first reading and set a second reading public hearing for the July 12, 2006 meeting.

Advisory Board Recommendation:

At the May 23, 2006 meeting, the Planning Board recommended that the City Commission adopt the proposed ordinance as modified, which includes financial impact criteria. The Board approved the motion by a vote of 6-0 (one member absent).

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

The proposed Ordinance is not expected to have any fiscal impact.

City Clerk's Office Legislative Tracking:

Jorge Gomez or Mercy Lamazares

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM R5G

DATE 6-7-06

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006 **FIRST READING**

SUBJECT: **Planning Board review criteria pursuant to the requirements of Subpart A of the City Charter, Section 1.03(b)3.**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 118, OF THE CITY CODE ENTITLED, "ADMINISTRATION AND REVIEW PROCEDURES," BY AMENDING DIVISION 2, "PLANNING BOARD," SECTION 118-51, "POWERS AND DUTIES," BY INCLUDING CRITERIA FOR THE REVIEW OF THE SALE, EXCHANGE, CONVEYANCE OR LEASE OF TEN YEARS OR LONGER OF SUCH CITY PROPERTY, AS PROVIDED IN CITY CHARTER, SECTION 1.03(b)3; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the Administration version of the proposed ordinance on first reading and set a second reading public hearing for the July 12, 2006 meeting.

BACKGROUND

The City's Charter requires that the sale, exchange, conveyance or lease of ten years or longer of certain City-owned property shall, as provided by Ordinance, (emphasis added) require approval by a majority of (4/7) vote of all members of the Planning Board and five sevenths (5/7) of all members of the City Commission. An ordinance is required to establish the criteria upon which the Planning Board should review such transactions.

At the February 27, 2006 meeting, the Land Use and Development Committee (LUDC) discussed this issue and reviewed some proposed criteria for this type of review and recommended to the City Commission that an ordinance that includes those criteria be referred to the Planning Board for review and recommendation. The City Commission adopted the recommendation of the LUDC and required the Administration to prepare an ordinance to be referred to the Planning Board.

At the April 19, 2006 meeting, the Planning Board reviewed the proposed ordinance as referred by the City Commission and requested that the City Attorney's office and the Administration review an expanded list of review factors adding the concerns below, and to return at the May meeting with suggested additional language. The Planning Board's reasoning on the suggested additional language was that these are necessary criteria for the review of disposition or lease of City property and whether the City Commission

would like the Planning Board to review all of them or only some of them, the financial impact of these types of transactions should be reviewed.

- Financial impact: market rates, market sales price, return to the City, comparable value of similar transactions, reasonable limitations on base.
- Is there a compelling public purpose for the transaction
- Duration of lease

ANALYSIS

On two previous occasions, the Planning Board had reviewed the exchange and long-term lease of City-owned properties. Absent specific guidelines, the Planning Department used the analysis required by Section 82-38 of the City Code (commonly known as the Shapiro Review) when City-owned property is proposed for sale or lease.

The proposed ordinance amends Section 118-51, "Powers and Duties," of the Planning Board by adding to these duties the review of the sale, exchange, conveyance or least of 10 years or longer of certain City-owned properties. There are two versions of the proposed amendment -one includes review criteria as previously proposed, and the second version is the Planning Board's recommended version.

The Planning Board version of the ordinance includes the following criteria:

a. Whether or not the proposed use is in keeping with City goals and objectives and conforms to the City Comprehensive Plan.

b. If a sale, a determination as to whether or not alternatives are available for the acquisition of private property as an alternative to the proposed disposition or sale of City-owned properties, including assembly of adjacent properties, and impact of such assemblage on the adjacent neighborhood and the City in general.

c. The impact on adjacent properties, including the potential positive or negative impacts such as diminution of open space, increased traffic, adequate parking, noise level, enhanced property values, improved development patterns, and provision of necessary services.

d. Determination as to whether or not the proposed use is in keeping with the surrounding neighborhood, blocks views or creates other environmental intrusions, and evaluation of design and aesthetic considerations of the project.

e. A traffic circulation analysis and plan that details the impact of projected traffic on the immediate neighborhood and how this impact is to be mitigated.

f. Determination as to whether or not the proposed use is in keeping with a public purpose and community needs, such as expanding the city's revenue base, reducing city costs, creating jobs, creating a significant revenue stream, and improving the community's overall quality of life.

g. If a sale is proposed, the financial impact to the City, including but not limited to the financial return to the City, comparable value of similar transactions, financial impact on the City's budget and tax base.

h. If a lease is proposed, the duration and basic terms of the lease.

The Administration version of the ordinance removes criteria f. g. and h. from the listed criteria above, following the recommendation from the Land Use and Development Committee (LUDC), which was adopted by the City Commission at the time this item was referred to the Planning Board. At the time the LUDC recommended what is now labeled as the Administration recommendation, the discussion centered on what is applicable for the Planning Board to review and approve and what is applicable for the City Commission to review and approve. Some of the Committee members believed that financial impacts of any of these types of transactions should be under the purview of the City Commission review rather than the Planning Board. These criteria are part of the list contained in Section 82-38 (a/k/a the Shapiro review), which the City Commission reviews at a public hearing prior to the sale or lease of City property. For the Commission's information, these are as follows:

(1) Whether or not the proposed use is in keeping with city goals and objectives and conforms to the city comprehensive plan.

(2) The impact on adjacent property, including the potential positive or negative impacts such as diminution of open space, increased traffic, noise level or enhanced property values, improved development patterns and provision of necessary services. Based on the proposed use of the property, the city shall determine the potential impact of the project on city utilities and other infrastructure needs and the magnitude of costs associated with needed infrastructure improvements. Should it become apparent that further evaluation of traffic impact is needed, the proponent shall be responsible for obtaining a traffic impact analysis from a reputable traffic engineer.

(3) A determination as to whether or not the proposed use is in keeping with a public purpose and community needs, such as expanding the city's revenue base, reducing city costs, creating jobs, creating a significant revenue stream, and improving the community's overall quality of life.

(4) Determination as to whether or not the development is in keeping with the surrounding neighborhood, will block views or create other environmental intrusions, and evaluation of the design and aesthetic considerations of the project.

(5) The impact on adjacent properties, whether or not there is adequate parking, street and infrastructure needs.

(6) A determination as to whether or not alternatives are available for the proposed disposition, including assembly of adjacent properties, and whether the project could be accomplished under a private ownership assembly.

(7) Within the constraints of public objectives, the department should examine financial issues such as job generation, providing housing opportunities, and the return to the city for its disposition of property.

(8) Such other issues as the planning, design and historic preservation division may deem appropriate in analysis of the proposed disposition.

PLANNING BOARD ACTION

At the May 23, 2006 meeting, the Planning Board recommended that the City Commission adopt the Planning Board version of the proposed ordinance, which added three new criteria that address the financial impact of any disposition, whether lease or sale, of City-owned property. The Board approved the motion by a vote of 6-0 (1 member absent).

FISCAL IMPACT

This proposal has no associated negative fiscal impact upon enactment.

CONCLUSION

The Administration recommends that the City Commission approve the Administration version of the proposed ordinance on first reading.

Pursuant to Section 118-164(3) of the City Code, when a request to amend the Land Development Regulations does not change the actual list of permitted, conditional or prohibited uses in a zoning category, the proposed ordinance may be read by title or in full on at least **two separate days** and shall, at least **ten days prior to adoption**, be noticed once in the newspaper. Immediately following the public hearing at the second reading, the City Commission may adopt the ordinance by an affirmative vote of five-sevenths.

JMG/TH/JGG/ML

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Planning Board version (5-23-06)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 118, OF THE CITY CODE ENTITLED, "ADMINISTRATION AND REVIEW PROCEDURES," BY AMENDING DIVISION 2, "PLANNING BOARD," SECTION 118-51, "POWERS AND DUTIES," BY INCLUDING CRITERIA FOR THE REVIEW OF THE SALE, EXCHANGE, CONVEYANCE OR LEASE OF TEN YEARS OR LONGER OF SUCH CITY PROPERTY, AS PROVIDED IN CITY CHARTER, SECTION 1.03(b)3; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Charter, Section 1.03(b)(3), requires that the sale, exchange, conveyance or lease of ten years or longer of certain City-owned property shall, as provided by Ordinance, require approval by a majority (4/7) vote of all members of the Planning Board; and

WHEREAS, review criteria are necessary for the proper review and evaluation by the Planning Board; and

WHEREAS, at its meeting of February 27, 2006, the City's Land Use and Development Committee (LUDC) reviewed proposed criteria and recommended that an ordinance that includes these criteria be referred to the Planning Board; and

WHEREAS, at its March 8, 2006 meeting, the City Commission adopted the LUDC's recommendation, and required the Administration to prepare an ordinance and refer the same to the Planning Board; and

WHEREAS, the following ordinance fulfills the request of the City Commission and accomplishes the requirements of Section 1.03(b)3 of the City Charter.

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

SECTION 1. That Chapter 118, of the City Code entitled, "Administration and Review Procedures," Division 2, "Planning Board," Section 118-51, "Powers and Duties," is hereby amended as follows:

Sec. 118-51. Powers and duties.

The Planning Board shall have the following powers and duties:

* * *

(11) To review the sale, exchange, conveyance or lease of ten years or longer of certain City-owned property, as provided in City Charter, Section 1.03(b)3, entitled, "Alienability of property", which requires approval by a majority (4/7) vote of all members of the Planning Board. In reviewing such an application, the Planning Board shall consider the following review criteria, when applicable:

a. Whether or not the proposed use is in keeping with City goals and objectives and conforms to the City Comprehensive Plan.

b. If a sale, a determination as to whether or not alternatives are available for the acquisition of private property as an alternative to the proposed disposition or sale of City-owned properties, including assembly of adjacent properties, and impact of such assemblage on the adjacent neighborhood and the City in general.

c. The impact on adjacent properties, including the potential positive or negative impacts such as diminution of open space, increased traffic, adequate parking, noise level, enhanced property values, improved development patterns, and provision of necessary services.

d. Determination as to whether or not the proposed use is in keeping with the surrounding neighborhood, blocks views or creates other environmental intrusions, and evaluation of design and aesthetic considerations of the project.

e. A traffic circulation analysis and plan that details the impact of projected traffic on the immediate neighborhood and how this impact is to be mitigated.

f. Determination as to whether or not the proposed use is in keeping with a public purpose and community needs, such as expanding the city's revenue base, reducing city costs, creating jobs, creating a significant revenue stream, and improving the community's overall quality of life.

g. If a sale is proposed, the financial impact to the City, including but not limited to the financial return to the City, comparable value of similar transactions, financial impact on the City's budget and tax base.

h. If a lease is proposed, the duration and basic terms of the lease.

SECTION 2. Repealer.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

SECTION 3. Codification.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 4. Severability.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. Effective Date.

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2006.

ATTEST:

_____
MAYOR

_____
CITY CLERK

First Reading:
Second Reading:

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

City Attorney 5/31/06 Date

Verified by: _____
Jorge G. Gomez, AICP
Planning Director

Underscore denotes new language

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Administration version

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 118, OF THE CITY CODE ENTITLED, "ADMINISTRATION AND REVIEW PROCEDURES," BY AMENDING DIVISION 2, "PLANNING BOARD," SECTION 118-51, "POWERS AND DUTIES," BY INCLUDING CRITERIA FOR THE REVIEW OF THE SALE, EXCHANGE, CONVEYANCE OR LEASE OF TEN YEARS OR LONGER OF SUCH CITY PROPERTY, AS PROVIDED IN CITY CHARTER, SECTION 1.03(b)3; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Charter, Section 1.03(b)(3), requires that the sale, exchange, conveyance or lease of ten years or longer of certain City-owned property shall, as provided by Ordinance, require approval by a majority (4/7) vote of all members of the Planning Board; and

WHEREAS, review criteria are necessary for the proper review and evaluation by the Planning Board; and

WHEREAS, at its meeting of February 27, 2006, the City's Land Use and Development Committee (LUDC) reviewed proposed criteria and recommended that an ordinance that includes these criteria be referred to the Planning Board; and

WHEREAS, at its March 8, 2006 meeting, the City Commission adopted the LUDC's recommendation, and required the Administration to prepare an ordinance and refer the same to the Planning Board; and

WHEREAS, the following ordinance fulfills the request of the City Commission and accomplishes the requirements of Section 1.03(b)3 of the City Charter.

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

SECTION 1. That Chapter 118, of the City Code entitled, "Administration and Review Procedures," Division 2, "Planning Board," Section 118-51, "Powers and Duties," is hereby amended as follows:

Sec. 118-51. Powers and duties.

The Planning Board shall have the following powers and duties:

* * *

(11) To review the sale, exchange, conveyance or lease of ten years or longer of certain City-owned property, as provided in City Charter, Section 1.03(b)3, entitled, "Alienability of property", which requires approval by a majority (4/7) vote of all members of the Planning Board. In reviewing such an application, the Planning Board shall consider the following review criteria, when applicable:

a. Whether or not the proposed use is in keeping with City goals and objectives and conforms to the City Comprehensive Plan.

b. If a sale, a determination as to whether or not alternatives are available for the acquisition of private property as an alternative to the proposed disposition or sale of City-owned properties, including assembly of adjacent properties, and impact of such assemblage on the adjacent neighborhood and the City in general.

c. The impact on adjacent properties, including the potential positive or negative impacts such as diminution of open space, increased traffic, adequate parking, noise level, enhanced property values, improved development patterns, and provision of necessary services.

d. Determination as to whether or not the proposed use is in keeping with the surrounding neighborhood, blocks views or creates other environmental intrusions, and evaluation of design and aesthetic considerations of the project.

e. A traffic circulation analysis and plan that details the impact of projected traffic on the immediate neighborhood and how this impact is to be mitigated.

SECTION 2. Repealer.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

SECTION 3. Codification.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 4. **Severability.**

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. **Effective Date.**

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2006.

ATTEST:

_____
MAYOR

_____
CITY CLERK

First Reading:
Second Reading:

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ 5/31/06
City Attorney Date

Verified by: _____
Jorge G. Gomez, AICP
Planning Director

Underscore denotes new language

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Condensed Title:

An Ordinance amending Classified Salary Ordinance No. 789 for Classified employees, by increasing the salary of each employee in Group V, being those covered by the Government Supervisors Association in Florida, OPEIU Local 100, (GSAF)by one-half percent (.5%), retroactively effective with the first pay period ending in October, 2003 and by one-half percent (.5%), retroactively effective with the first pay period ending in October, 2004; and by one percent (1%), retroactively effective with the first pay period ending in October, 2005; and changing the minimum and maximum of the pay ranges to reflect the present classification and pay system applicable to the Unclassified classifications, providing for a repealer, severability, effective date and codification.

Key Intended Outcome Supported:

Attract and maintain a quality workforce.

Issue:

Shall the City provide a classification and compensation system that is fair and externally competitive by amending the Classified Salary Ordinance to allow for the amendments?

Item Summary/Recommendation:

By amending the Classified Salary Ordinance, the City will ensure that there is a classification and compensation system which is fair and externally competitive. The Administration recommends that the City Commission approve the Ordinance on first reading and set a second reading, public hearing for July 12, 2006.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total	$68,888.97		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Mayra Diaz Buttacavoli

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Mayra D. Buttacavoli		

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MIAMIBEACH

AGENDA ITEM R5H

DATE 6-7-06

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: June 7, 2006 **FIRST READING**

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO.789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE OF THE CITY OF MIAMI BEACH, FLORIDA, PROVIDING FOR THE CLASSIFICATIONS IN GROUP V, BEING THOSE CLASSIFICATIONS COVERED BY THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPIEU LOCAL 100, (GSAF), IN ACCORDANCE WITH THE NEGOTIATED AGREEMENT; RETROACTIVELY EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN OCTOBER OF 2003, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF ONE-HALF PERCENT (.5%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY ONE-HALF PERCENT (.5%); RETROACTIVELY EFFECTIVE WITH THE FIRST PAY PERIOD ENDING IN OCTOBER OF 2004, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF ONE-HALF PERCENT (.5%), AND THE MINIMUM AND THE MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY ONE-HALF PERCENT (.5%); RETROACTIVELY EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN OCTOBER 2005, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF ONE PERCENT (1%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY ONE PERCENT (1%); AMENDING THE MINIMUM AND MAXIMUM OF THE PAY RANGES TO REFLECT THE PRESENT CLASSIFICATION AND PAY SYSTEM APPLICABLE TO THE UNCLASSIFIED CLASSIFICATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND CODIFICATION.**

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the Ordinance on first reading and set a second reading public hearing for July 12, 2006.

BACKGROUND

On May 12, 2006, the City and the GSAF reached a tentative agreement to amend the current collective bargaining Agreement for the period from October 1, 2003 through September 30, 2006. On May 24, 2006, the GSAF conducted a ratification vote, which approved the retroactive COLA increases for the three (3) year collective bargaining agreement. The ratification vote was approved by 100% of the employees who voted and are represented in classifications covered by the collective bargaining agreement.

The Financial impact of the agreement represents a total cost for the three year contract of $68,888.97.

The following is a summary of the most significant issues regarding changes to wages in the Agreement.

WAGES

No member of the Bargaining Unit who left the City prior to the date of ratification of the Agreement by the City and the GSAF will be eligible for the retroactive wage increases under the Agreement.

Retroactively effective in the first pay period ending in October 2003, there will be an across the board wage increase of one-half percent (.5%), and the minimum and maximum of each pay range will also be increased by one-half percent (.5%).

Retroactively effective in the first pay period ending in October 2004, there will be an across the board wage increase of one-half percent (.5%), and the minimum and maximum of each pay range will also be increased by one-half percent (.5%).

Retroactively effective in the first pay period ending in October 2005, there will be an across the board wage increase of one percent (1%), and the minimum and maximum of each pay range will also be increased by one percent (1%).

The Agreement having been ratified, the City's classification and pay system will be implemented as part of the contract for all bargaining unit employees.

CONCLUSION

The Administration recommends approving the COLA of .5%, .5% and 1% respectively.

Based on the foregoing, the Administration recommends that the City Commission approve the proposed Ordinance on first reading and set a second reading, public hearing for July 12, 2006.

JMG|RI|MDB|PKR

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO.789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE OF THE CITY OF MIAMI BEACH, FLORIDA, PROVIDING FOR THE CLASSIFICATIONS IN GROUP V, BEING THOSE CLASSIFICATIONS COVERED BY THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPIEU LOCAL 100, (GSAF), IN ACCORDANCE WITH THE NEGOTIATED AGREEMENT; RETROACTIVELY EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN OCTOBER OF 2003, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF ONE HALF PERCENT (.5%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY ONE HALF PERCENT (.5%); RETROACTIVELY EFFECTIVE WITH THE FIRST PAY PERIOD ENDING IN OCTOBER OF 2004, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF ONE HALF PERCENT (.5%), AND THE MINIMUM AND THE MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY ONE HALF PERCENT (.5%); RETROACTIVELY EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN OCTOBER 2005, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF ONE PERCENT (1%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY ONE PERCENT (1%); AMENDING THE MINIMUM AND MAXIMUM OF THE PAY RANGES TO REFLECT THE PRESENT CLASSIFICATION AND PAY SYSTEM APPLICABLE TO THE UNCLASSIFIED CLASSIFICATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND CODIFICATION.

WHEREAS, there is a need to change the salary ranges of classifications in order to ensure that the City has an employee classification and compensation system which is fair and externally competitive.

WHEREAS, on May 12, 2006, negotiators for the City and the Government Supervisors Association of Florida, OPEIU Local 100, (GSA), reached a tentative agreement to amend the current collective bargaining Agreement for the period from October 1, 2003 through September 30, 2006. On May 24, 2006, the GSAF conducted a ratification vote, which approved the retroactive COLA increases for the three-year (3) collective bargaining agreement. The ratification vote was approved by 100% of the employees who voted and are represented in classifications covered by the collective bargaining agreement.

WHEREAS, the City desires to implement the provisions of the agreement.

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

SECTION 1: The minimum and the maximum of the pay ranges will be changed to reflect the present classification and pay system applicable to the Unclassified classifications, retroactively, effective the first pay period ending in October 2003. The following lines of Section 1 of the Classified Salary Ordinance No. 789, providing for the Group V classifications, being those classifications covered by the GSA Bargaining unit, shall be amended as follows:

GROUP V GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA (GSAF) - CLASS AND PAY GRADES, SALARIES, AND CLASSIFICATIONS

A. Salary Grades and Ranges

Shall be amended effective the first pay period ending in October 2003

GRADE		MINIMUM		MAXIMUM
15	~~$51,153~~	51,409	~~$ 82,621~~	83,034
14	~~47,079~~	47,314	~~76,036~~	76,416
13	~~43,327~~	43,544	~~69,976~~	70,326
12	~~39,873~~	40,072	~~64,397~~	64,719
11	~~36,694~~	36,877	~~59,264~~	59,560
10	~~33,769~~	33,938	~~54,540~~	54,813
9	~~31,078~~	31,233	~~50,195~~	50,446
8	~~28,601~~	28,744	~~46,193~~	46,424
7	~~26,321~~	26,453	~~42,511~~	42,724
6	~~24,223~~	24,344	~~39,123~~	39,319

Shall be amended effective the first pay period ending in October 2004

GRADE	MINIMUM	MAXIMUM
15	52,694	85,110
14	48,497	78,327
13	44,632	72,084
12	41,074	66,337
11	37,799	61,049
10	34,786	56,183
9	32,017	51,707
8	29,463	47,585
7	27,114	43,792
6	24,953	40,302

Shall be amended effective the first pay period ending in October 2005

GRADE	MINIMUM	MAXIMUM
15	54,280	87,672
14	49,957	80,684
13	45,976	74,254
12	42,310	68,334
11	38,937	62,887
10	35,833	57,874
9	32,978	53,263
8	30,349	49,017
7	27,930	45,110
6	25,704	41,515

SECTION 2: Increasing the salary of each employee, retroactively, by one half percent (.5%) effective the first pay period ending in October 2003; with no employee to exceed the maximum of the new range at any time. Effective with the first pay period ending in October 2004, there shall be a wage increase of one half percent (.5%); with no employee to exceed the maximum of the new range at any time. Effective with the first pay period ending in October 2005, there shall be a wage increase of one percent (1%); with no employee to exceed the maximum of the new range at any time.

SECTION 3: REPEALER.

That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: SEVERABILITY.

If any section, subsection, clause, or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5: CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 6: EFFECTIVE DATES.

Section 1 will be effective upon approval by the Commission. Sections 2 and 3 will be effective retroactively, effective the first pay period ending in October 2003.

PASSED and ADOPTED this _____ day of _____ , 2006

_____
MAYOR

ATTEST:

_____
CITY CLERK
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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

Doreen Pagan 6/1/06
City Attorney Date

R7
Resolutions

Condensed Title:

A Resolution to consider at a Public Hearing an after-the-fact revocable permit request by AB Green Raleigh, LLC, and owner of the Raleigh Hotel located at 1775 Collins Avenue, to retain portions of a stair, columns, landscaping and a masonry fence wall in the adjacent 18th Street City public right-of-way.

Key Intended Outcome Supported:

Ensure well-designed quality capital projects

Issue:

Shall an after-the-fact revocable permit be granted to the Raleigh Hotel for existing encroachments?

Item Summary/Recommendation:

The Raleigh Hotel, located at 1775 Collins Avenue, has several encroachments within the 18th Street right-of-way consisting of the bottom 3 steps of the side entrance stairway, columns, landscaping, a masonry fence wall, a trash enclosure, walls and an underground storage vault.

To complete the construction of the18th Street improvements, the City required that existing obstructions be cleared from the right-of-way on the south side of 18th Street. AB Green Raleigh, LLC, the owner of the Raleigh Hotel has agreed to remove the trash enclosure and underground storage vaults. The Raleigh Hotel has requested an after-the-fact revocable permit for all other encroachments.

On March 11, 2006 the Mayor and City Commission adopted Resolution # 2006-26143 setting a public hearing on April 11, 2006 to review the Raleigh Hotel's request for an after-the-fact revocable permit.

The item was continued from the April 11, 2006 and the May 10, 2006 meetings.

After analysis, the Administration recommends granting a Revocable Permit for the wall surrounding the swimming pool, a portion of the steps on the side entrance with conditions and the columns at the north parking driveway. The applicant concurs with the Administration's recommendation.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Robert Halfhill, Public Works 6833

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FHB	RCM	JMG

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MIAMIBEACH

AGENDA ITEM R7A
DATE 6-7-06

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager for JMG

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, FOLLOWING A DULY NOTICED PUBLIC HEARING HELD ON JUNE 7th, 2006, AN AFTER-THE-FACT REVOCABLE PERMIT TO AB GREEN RALEIGH LLC (THE APPLICANT), AS THE OWNER OF THE RALEIGH HOTEL, LOCATED AT 1775 COLLINS AVENUE, MIAMI BEACH, FLORIDA, TO RETAIN PORTIONS OF EXISTING ENCROACHMENTS IN THE ADJACENT 18TH STREET END RIGHT-OF-WAY, EAST OF COLLINS AVENUE, CONSISTING PRIMARILY OF A PORTION (WEST END) OF THE NORTH PRIVACY WALL SURROUNDING THE HOTEL POOL DECK, RECONFIGURED STEPS AND LANDING ON THE NORTH ENTRANCE, AND COLUMNS AND CERTAIN LANDSCAPING FRAMING THE NORTH DRIVEWAY EXIT; ACCEPTING THE RECOMMENDATIONS OF THE CITY ADMINISTRATION AND FINDING THAT THE CRITERIA FOR GRANTING SAID REVOCABLE PERMIT, PURSUANT TO SECTION 82-94 OF THE CITY CODE, HAVE BEEN SATISFIED; PROVIDED FURTHER THAT SAID PERMIT IS APPROVED AND GRANTED TO THE EXTENT PROVIDED IN, AND SUBJECT TO AND CONTINGENT UPON, THE CONDITIONS SET FORTH IN THIS RESOLUTION (INCLUDING BUT NOT LIMITED TO APPLICANT'S REMOVAL OF ALL OTHER ENCROACHMENTS WITHIN THE RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, EXISTING LANDING AND PORTION OF THE EXISTING STAIRS, CERTAIN OTHER WALLS, A TRASH ENCLOSURE, AN UNDERGROUND STORAGE VAULT, COLUMNS, AND OTHER LANDSCAPING).**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

The Raleigh Hotel, located at 1775 Collins Avenue and designed by Miami Beach architect Lawrence Murray Dixon, was built in 1940. With its colored keystone framed entrance, central tower element and sweeping curved corner feature, the Raleigh is one of the finest examples of the Streamline Modern architectural style built in Miami Beach and is designated a contributing building in the City of Miami Beach Historic Properties Database. It is located in the Ocean Drive Collins Avenue Local Historic District and is in the National Register of Historic Districts.

The colored keystone used in the main entrance was also used to frame the smaller north entrance to the Hotel, where a single run of stairs, as evidenced from the original architectural detail of the steps, originally led to the public sidewalk.

When the City recently undertook the beautification and streetscape improvements of 18th Street, east of Collins Avenue, encroachments resulting from the adjacent Raleigh Hotel into the City right-of-way obstructed the construction of a new pedestrian sidewalk leading to the beach.

Some of these encroachments were added features which did not belong to the original structure of the Raleigh Hotel. The encroachments within the 18th Street right-of-way as identified through a site plan based on a Certified Survey (see Exhibit A) consist of:

E-1 The west end of the north privacy wall surrounding the pool deck which angles into the right of way;
E-2 A trash enclosure with knee walls that project into the right of way and gates that swing into the direction of pedestrian traffic;
E-3 The top slab of an existing underground storage vault and the vault, which also extends underground into the right-of-way;
E-4 A grease trap adjacent to the west wall of the trash enclosure;
E-5 Landscaping between the trash enclosure and the Hotel's north entrance;
E-6 The landing and last bottom step leading to the Hotel's north entrance;
E-7 Landscaping between the Hotel's north entrance and the north exit driveway; and
E-8 The columns and landscaping framing the north exit driveway of the Hotel.

To complete the 18th Street streetscape project, the City requested that AB Green Raleigh LLC, owner of the Raleigh Hotel, remove and/or minimize these encroachments.

The City Administration provided the owner of the Raleigh an option to apply for an after-the-fact Revocable Permit to retain those encroachments that retain a historic value to the City, while removing all other alterations of no historic significance, which also constitute encroachments that materially affect the public right-of-way.

In a letter dated January 31, 2006, requesting a Revocable Permit to retain encroachments within the right of way (see Exhibit B), the applicant (the law firm of Gunster Yoakley representing the Raleigh Hotel) requested to retain the following encroachments, arguing that some may be original features of the property:

A. The west end of the north privacy wall surrounding the pool deck (see (E1) above);
B. The bottom three stairs of the flight leading up to the Hotel's historic and important north entrance (See (E6) above, which defines only the landing and last bottom step leading to the Hotel's north entrance as encroachments per certified survey. The third step is within the Applicant's property); and
C. The columns and landscaping framing the north driveway exit (see (E8) above).

After the Raleigh Hotel filed an after-the-fact Revocable Permit application, the Mayor and City Commission adopted Resolution # 2006-26143, setting a public hearing on April 11, 2006. At the request of the applicant, the public hearing was opened and continued on April 11, 2006 and May 10, 2006.

ANALYSIS

The application was evaluated based on the applicant's requests, as made in the January 31, 2006 letter (see attached Exhibit "B"), using the criteria for granting/denying revocable permits according to Section 82-94 of the City Code. The Administration's review of the application using the criteria for revocable permits is provided below:

1) That the applicant's need is substantial.

Not satisfied. The Administration considers the need to be substantial when removal of the encroachments would significantly impact the Hotel operations, or removal would cause the Hotel to be in violation of local, state or federal regulations, and/or eliminate a historic feature of the building.

The City has determined that removal or modification of most of these encroachments will not impact significantly the Hotel operations nor that it would cause the Hotel to be in violation of local, state and federal regulations or eliminate a historic feature of the building.

Following is an analysis, evaluation and recommendation by City staff of the encroachments which the applicant has requested to retain:

a.) The applicant requests approval to retain the bottom three stairs and landing at the north entrance on the basis of their historical significance.

City staff does not support this request for the following reasons:

An assessment conducted by the Planning Department (see Exhibit C) on the historical relevance of the bottom two (2) stairs; landing and bottom step (which are the only steps that encroach as per certified survey), concludes that both the landing and bottom step are not the primary stairs leading to the Raleigh's entrance on Collins Avenue. They are a secondary side staircase on 18th Street. The Planning Department concludes, based on site inspection as confirmed by pictures taken, that the lower landing and bottom step are of different design from the original three upper steps. The original upper steps are constructed of colored keystone to match the keystone frame surrounding the doorway,

and have rounded "bullnose" tread edges. The lower platform and bottom step are of concrete and have a square tread edge. This indicates that the lower platform and step are from a different period of construction.

City staff considers that the encroaching landing and step will impact the pedestrian path of travel by reducing further the width of the sidewalk at that location. As a result, the City is seeking for the applicant to modify the steps so as to create a configuration that minimizes these impacts, as well as restore the original stair configuration. Preliminary analysis made by City Staff has concluded that the modification of these steps and landing would leave an encroachment of approximately two (2) feet, and as such would greatly improve the sidewalk accessibility as well as maintain an adequate side entrance to the Hotel.

b.) The applicant requests to retain the columns and landscaping framing the north driveway exit.

An assessment conducted by the Planning Department (Exhibit C) concluded that the two concrete pylons flanking the north entrance of the parking lot on 18th Street do not appear in early historical photographs of the Hotel. The Raleigh originally had a circular entrance drive off of Collins Avenue only. Although Planning was unable to determine exactly when the two pylons were built, it would appear that they were built circa 1985. This conclusion was made following a review of aerial photographs where, Planning was not able to see them in the 1959, 1979, or 1985 aerial photographs, even though the original circular front drive and front lawn was replaced with a parking lot several decades ago. The Planning Department is of the opinion that these columns may have been added in the late 1980s or early 1990s when the Hotel was renovated.

However, following an additional request by the applicant to retain the columns (see attached Exhibit "D"), because removal or relocation of the columns will impact the available parking spaces, City staff determined that due to the sidewalk being wider at that location, (see Exhibit "A") pedestrian mobility will not be impacted, and hence the columns and the area of the right-of-way covered by these columns and landscaping could remain and be included within the revocable permit area.

c.) The applicant has also requested approval to retain the west end privacy wall.

Because of the 18th Street streetscape improvements, the sidewalks have already been finished in this area. City staff recommends approval of the applicant's request for retaining the west end privacy wall.

All other encroachments as identified by the certified survey and as listed above as items E2, E3, E4, E5, E6, E7 (To the extent that the hedges are required to transition to achieve the proposed sidewalk width, following the removal of the landing and steps), do not satisfy this requirement and must be removed to allow for the completion of the 18th Street streetscape improvements.

2) That the applicant holds title to an abutting property.

Satisfied. The applicant AB Green Raleigh, LLC, is the owner/operator of the Raleigh Hotel abutting the 18th Street right-of-way where an after-the-fact revocable permit is being requested for the use of portions of that right-of-way (as stated in the applicant's

letter dated January 31st, 2006).

3) That the proposed improvements comply with applicable codes, ordinances, regulations, neighborhood plans and laws.

Satisfied. Provided that the applicant obtains after-the-fact permits for encroachments within public right-of-way, approved by the Public Works, Building and Planning Departments.

4) That the grant of such application will have no adverse effect on governmental/utility easements and uses on the property.

Satisfied. The City does not have any utilities or particular easements within the area requested to be covered by the revocable permit.

5) Alternatively:

a) That an unnecessary hardship exists that deprives the applicant of a reasonable use of the land, structure or building for which the revocable permit is sought arising out of special circumstances and conditions that exist and were not self-created and are peculiar to the land, structures or building involved and are not generally applicable to other lands, structures or buildings in the same zoning district and the grant of the application is the minimum that will allow reasonable use of the land, structures or building.

Not Satisfied. Encroachments that present obstructions which materially affect the public right-of-way do not constitute hardship depriving the applicant of a reasonable use of the land, structure or building.

b) That the grant of the revocable permit will enhance the neighborhood and/or community by such amenities as, for example, enhanced landscaping, improved drainage, improved lighting, and improved security.

Satisfied. The approved encroachments will not have an adverse impact on the neighborhood character.

6) That granting the revocable permit requested will not confer on the applicant any special privilege that is denied to other owner of land, structures or buildings subject to similar conditions.

Satisfied. City consistently addresses illegal encroachments in the public right-of-way and does not recommend granting revocable permits for illegal encroachments that materially obstruct or impede public/pedestrian traffic. However, the approved encroachments will have de-minimus impact to public access and will not confer on the applicant special privileges.

7) That granting the revocable permit will be in harmony with the general intent and purpose of Article III of the City Code, and that such revocable permit will not be injurious to surrounding properties, the neighborhood, or otherwise detrimental to the public welfare.

Satisfied. City consistently addresses illegal encroachments in the public right-of-way and does not recommend granting revocable permits for illegal encroachments that materially obstruct or impede public/pedestrian traffic. However, the approved encroachments will have de-minimus impact to public access and will not confer on the applicant special privileges.

RECOMMENDATIONS

The City Administration recommends that the City Commission grant an after-the-fact revocable permit to AB Green Raleigh LLC, owner of the Raleigh Hotel, located at 1775 Collins Avenue, subject to the conditions noted in this Memorandum and the attached Resolution. With the following recommended modifications, the resulting impact to the right-of-way is de-minimus, and therefore recommended:

1. An after-the-fact revocable permit for retention of the west end of the north privacy wall surrounding the pool deck. The wall has minimal impact on the already completed 18th Street streetscape improvements.

2. An after-the-fact revocable permit for reconfigured side entrance steps. As a condition to the approval of an after-the-fact permit for the west end of the north privacy wall (masonry fence wall), the applicant will remove non-historical landing and bottom step (which are the only steps that encroach as per certified survey), and reconfigure steps to modify encroachment by approximately two (2) feet, as approved by the City's Planning and Public Works Departments, and obtain permit based on such layout.

3. An after-the-fact revocable permit to retain the columns and landscaping framing the north driveway exit, with some modifications, so that they will not impact the pedestrian mobility and use of the sidewalk in that area.

4. The City will agree to grant an after-the-fact revocable permit for the above mentioned items (1-3), and proceed to finalize the 18th Street streetscape improvements, contingent upon the applicant's removal of all remaining encroachments (E2, E3, E4, E5, E6, E7). The Raleigh Hotel will be required to pay any cost differential between what the City would have built without the encroaching steps and what it builds with any encroachments remaining. All costs associated with the removal and relocation of existing encroachments, as well as all other incidental costs, directly or indirectly related to such construction, including but not limited to damages to existing City infrastructure, shall be borne by the Raleigh Hotel.

The applicant concurs with the Administration's recommendation.

Attachments

JMG/RM/FHB/RH/FAV

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RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, FOLLOWING A DULY NOTICED PUBLIC HEARING HELD ON JUNE 7th, 2006, AN AFTER-THE-FACT REVOCABLE PERMIT TO AB GREEN RALEIGH LLC (THE APPLICANT), AS THE OWNER OF THE RALEIGH HOTEL, LOCATED AT 1775 COLLINS AVENUE, MIAMI BEACH, FLORIDA, TO RETAIN PORTIONS OF EXISTING ENCROACHMENTS IN THE ADJACENT 18TH STREET END RIGHT-OF-WAY, EAST OF COLLINS AVENUE, CONSISTING PRIMARILY OF A PORTION (WEST END) OF THE NORTH PRIVACY WALL SURROUNDING THE HOTEL POOL DECK, RECONFIGURED STEPS AND LANDING ON THE NORTH ENTRANCE, AND COLUMNS AND CERTAIN LANDSCAPING FRAMING THE NORTH DRIVEWAY EXIT; ACCEPTING THE RECOMMENDATIONS OF THE CITY ADMINISTRATION AND FINDING THAT THE CRITERIA FOR GRANTING SAID REVOCABLE PERMIT, PURSUANT TO SECTION 82-94 OF THE CITY CODE, HAVE BEEN SATISFIED; PROVIDED FURTHER THAT SAID PERMIT IS APPROVED AND GRANTED TO THE EXTENT PROVIDED IN, AND SUBJECT TO AND CONTINGENT UPON, THE CONDITIONS SET FORTH IN THIS RESOLUTION (INCLUDING BUT NOT LIMITED TO APPLICANT'S REMOVAL OF ALL OTHER ENCROACHMENTS WITHIN THE RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, EXISTING LANDING AND PORTION OF THE EXISTING STAIRS, CERTAIN OTHER WALLS, A TRASH ENCLOSURE, AN UNDERGROUND STORAGE VAULT, COLUMNS, AND OTHER LANDSCAPING).

WHEREAS, the Raleigh Hotel, located at 1775 Collins Avenue, was designed by Miami Beach Architect Lawrence Murray Dixon and was built in 1940; and

WHEREAS, the Hotel is a contributing building in the City of Miami Beach Historic Properties Database and is in the National Register of Historic Places; and

WHEREAS, AB Green Raleigh, LLC (the Applicant) owns the Raleigh Hotel; and

WHEREAS, when the City recently undertook the beautification and streetscape improvements of the 18th Street street end, east of Collins Avenue, it discovered encroachments resulting from the adjacent Raleigh Hotel onto the City right-of-way; some of these encroachments obstructed the City's construction of a new pedestrian sidewalk leading to the beach (as part of the City's 18th Street streetscape project); and

WHEREAS, these encroachments, as depicted in the attached Exhibit A, consist of the following:

1. The west end of the north privacy wall surrounding the pool deck which angles into the right of way;
2. A trash enclosure with knee walls that projects into the right of way, and gates that swing into the direction of pedestrian traffic;
3. The top slab of an existing underground storage vault and the vault, which also extends underground into the right-of-way;

4. A grease trap adjacent to the west wall of the trash enclosure;
5. Landscaping between the trash enclosure and the Hotel's north entrance;
6. The landing and last bottom step leading to the Hotel's north entrance;
7. Landscaping between the Hotel's north entrance and the north exit driveway;
8. The columns and landscaping framing the north exit driveway of the Hotel;

and

WHEREAS, the City advised the Applicant of the encroachments, and has been working with the Applicant in order to address removal of certain encroachments, while allowing Applicant to apply for an after-the-fact Revocable Permit, for consideration of the retention of certain encroachments; and

WHEREAS, accordingly, the Applicant has filed an after-the-fact Revocable Permit application, requesting to retain those encroachments, as set forth in the attached letter from Applicant's counsel, dated January 31, 2006 (Exhibit B), and as subsequently included in Applicant's completed application; and

WHEREAS, the City Administration, through its Public Works Department, has reviewed Applicant's request for Revocable Permit and, pursuant to the criteria for granting/denying revocable permits, as set forth in Section 82-94 of the City Code, would recommend that the City Commission grant the Applicant's request for after-the-fact Revocable Permit to the extent provided, and subject to and contingent upon, the conditions set forth in this Resolution and in the accompanying City Commission Memorandum, dated June 7th, 2006, which is incorporated by reference hereto; and

WHEREAS, pursuant to Resolution No. 2006-26143, the Mayor and City Commission set a duly noticed public hearing to consider Applicant's request; said public hearing was initially set for April 11, 2006, but was subsequently opened and continued, and held on June 7th, 2006.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission, following a duly noticed public hearing on June 7th, 2006, to consider a request by AB Green Raleigh LLC, as owner of the Raleigh Hotel, located at 1775 Collins Avenue, Miami Beach, Florida, for an after-the-fact Revocable Permit to maintain certain encroachments on the 18th Street End, east of Collins Avenue, adjacent to the Hotel, accept the Administration's recommendations (as set forth below and as further delineated in the accompanying City Commission Memorandum, dated June 7th, 2006, which is incorporated by reference hereto), and hereby grant said after-the-fact Revocable Permit to the extent provided by, and subject to and contingent upon, the following:

1. An after-the-fact Revocable Permit is granted as to the following encroachments:

    a. Retention of the west end of the north privacy wall surrounding the Hotel pool deck;
    b. Retention of re-configured side entrance steps. As a further condition to Applicant's retention of (a) above, the Applicant shall be required, at its sole cost and expense, to remove the non-historical landing and bottom step, and re-configure the steps, as shall be approved by the

City's Planning and Zoning and Public Works Departments, respectively; and

c. Retention of the columns and landscaping framing the north driveway exit, with such modifications, as shall be approved by the City's Public Works Department, so as to not impact pedestrian mobility and/or use of that portion of the sidewalk area.

2. As a condition of granting a Revocable Permit for those items listed in paragraph 1(a) – (c) herein, Applicant shall, in accordance to a timetable to be prescribed by the City's Public Works Department, remove/relocate the following existing encroachments from the public right-of-way, at Applicant's sole cost and responsibility:

   a. Removal of trash enclosure and gates;
   b. Removal of top slab and underground storage vault;
   c. Removal of grease trap adjacent to west wall of trash enclosure;
   d. Removal of landscaping between trash enclosure and Hotel's north entrance;
   e. Removal of landing and last bottom step in the Hotel's north entrance (as part of the re-configuration of the steps pursuant to paragraph 1(b) herein); and
   f. Removal of landscaping between Hotel's north entrance and north exit delivery.

3. Applicant shall further be required, in addition to Applicant's costs for retention, removal and/or relocation of the aforestated encroachments, to pay any and all additional costs associated with changes to the City's construction of that portion of the 18th Street streetscape improvements (which may result from the steps which are encroaching onto that portion of the City right-of-way that is included within the streetscape project), as well as any damage that may occur to the City right-of-way, or infrastructure thereon, as a result of Applicant's retention, removal, and/or relocation of the encroachments, as provided in this Resolution.

PASSED and **ADOPTED** this _____ day of _____ , 2006

ATTEST:

_____
MAYOR

_____
CITY CLERK

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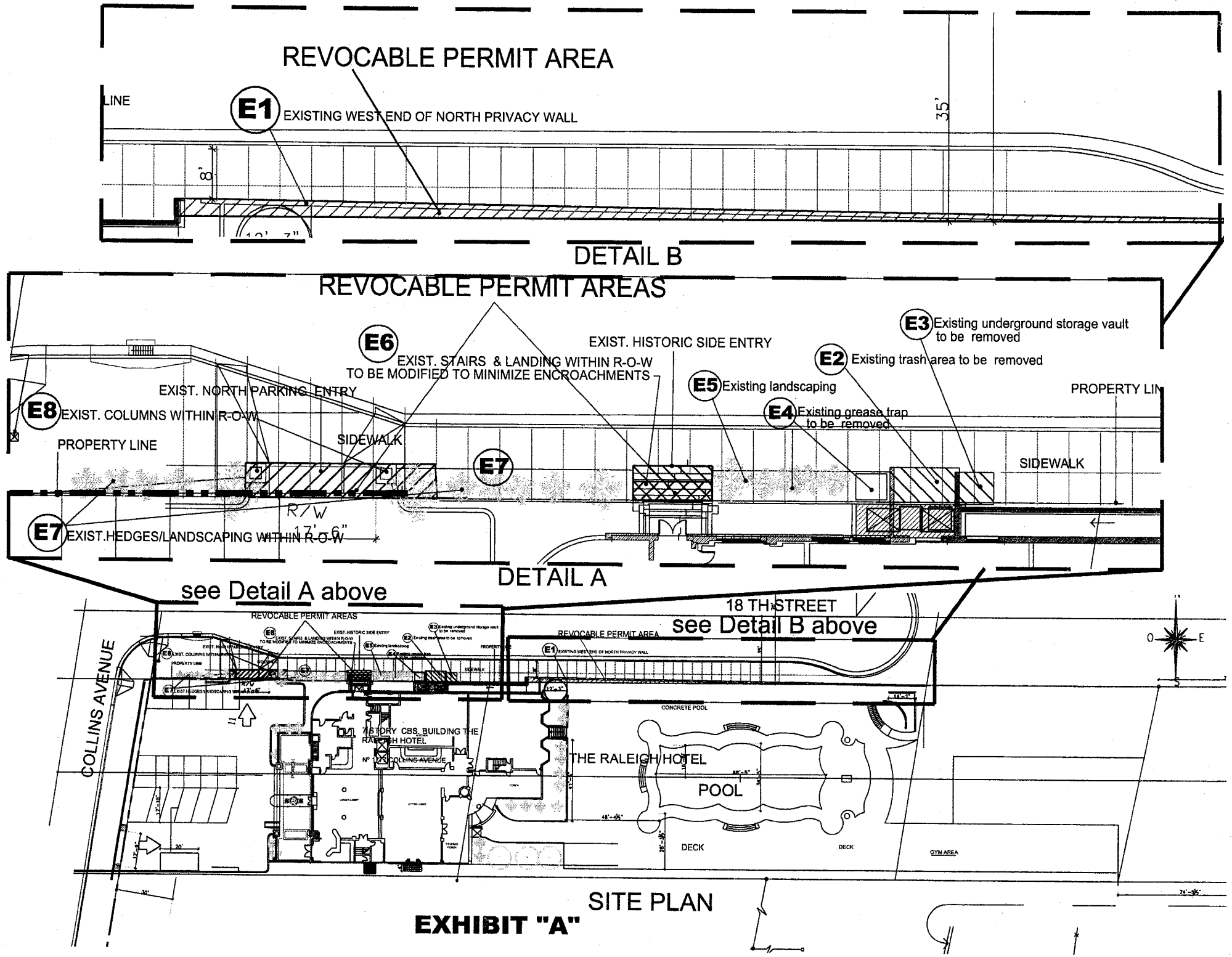
APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 6/2/06 Date


REVOCABLE PERMIT AREA
E1 EXISTING WEST END OF NORTH PRIVACY WALL
LINE
8'
35'
DETAIL B
REVOCABLE PERMIT AREAS
E6 EXIST. STAIRS & LANDING WITHIN R-O-W TO BE MODIFIED TO MINIMIZE ENCROACHMENTS
EXIST. HISTORIC SIDE ENTRY
E3 Existing underground storage vault to be removed
E2 Existing trash area to be removed
E5 Existing landscaping
E4 Existing grease trap to be removed
PROPERTY LIN
EXIST. NORTH PARKING ENTRY
E8 EXIST. COLUMNS WITHIN R-O-W
PROPERTY LINE
SIDEWALK
E7
SIDEWALK
R/W
17' 6"
E7 EXIST.HEDGES/LANDSCAPING WITHIN R-O-W
DETAIL A
see Detail A above
18 TH STREET
see Detail B above
REVOCABLE PERMIT AREAS
REVOCABLE PERMIT AREA
COLLINS AVENUE
7 STORY CBS BUILDING THE RALEIGH HOTEL
N° 1225 COLLINS AVENUE
THE RALEIGH HOTEL
CONCRETE POOL
POOL
DECK
DECK
GYM AREA
O
E
S
SITE PLAN
EXHIBIT "A"

GunsterYoakley
ATTORNEYS AT LAW

Writer's Direct Dial Number: (305) 376-6062
Writer's E-Mail Address: nkasdin@gunster.com

January 31, 2006

Honorable David Dermer, Mayor, and Members of the City Commission
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

Re: 1775 Collins Ave - Raleigh Hotel - Request for Revocable Permit to Retain Encroachments into Right-of-Way

Dear Mayor Dermer and Commissioners,

I represent the Raleigh Hotel and I am writing to request that you approve my client's request for a revocable permit. The permit would allow the Raleigh to retain several small encroachments into the south side of the 18th Street right-of-way.

The encroachments have existed for many years – some may be original features of the property – and include the following: 1) the west end of the north privacy wall surrounding the pool deck, which angles out slightly into the right-of-way, 2) the bottom three stairs of the flight leading up to the hotel's historic and important north entrance, and 3) the columns and landscaping framing the north driveway exit.

The driveway columns are clearly historic features of the site and would require a certificate of appropriateness to remove. Architectural evidence suggests that the existing configuration of stairs is also original and we would prefer not to demolish and redesign this historic and important entrance. None of these features – wall, stairs, columns, or landscaping – encroaches more than approximately four feet (4').

A revocable permit would allow us to retain the historic and attractive north façade of the hotel with as little demolition as possible. We are currently working with staff to redesign the Raleigh's encroaching and non-historic trash room, which will complete and unify the architecture of this façade. We respectfully request that you grant the requested permit.

Best regards,

Neisen O. Kasdin

cc: Jorge Gonzalez, City Manager
Robert Van Eerde, General Manager, Raleigh Hotel

Exhibit "B"

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

PLANNING DEPARTMENT

Telephone: (305) 673-7550
Facsimile: (305) 673-7559

March 29, 2006

Fernando Vazquez, City Engineer
Public Works Department
City of Miami Beach

Re: Raleigh Hotel, 1773 Collins Avenue
18th Street Entrance Stairs

Dear Mr. Vazquez,

At your request, Planning staff has carefully evaluated the existing 18th Street Entrance stairs that lead from the public sidewalk to the north entrance to the Raleigh Hotel.

The Raleigh was designed by noted Miami Beach architect, L. Murray Dixon, in the Streamline Moderne style, and constructed in 1940. A review of the microfiche of the original architectural plans for the hotel show that the north exterior stairs were originally comprised of an upper landing one step below the main floor level with another two steps leading down from the north edge of the landing to the public sidewalk. The landing and steps were constructed in "colored keystone" to match the decorative architectural molding surrounding the hotel's north entrance. The original steps had a rounded "bullnose" edge that projected beyond the face of the stair riser. Concrete "cheek walls" and low pylons flanked either side of the original steps and landing. The City's aerial photographs of 1954 and 1959 show the stairs ending at the southern edge of the public sidewalk.

At some point time after 1959, a lower landing and two more stair risers were added, causing the entrance stairs to encroach well northward into the public sidewalk. Rather than being constructed of "colored keystone" to match the original construction, this later addition was constructed of plain concrete with square stair edges. Both the original "colored keystone" stairs and the plain concrete landing and stairs that were added after 1959 still exist today.

Staff has determined that the design and materials of the later added concrete stairs and landing are not architecturally or historically significant features of the Raleigh Hotel. They do not match either the special materials or the design of the original north staircase. Consequently, if the Public Works Department determines that it is in the highest public interest to reduce the degree of encroachment of the existing non-original lower landing and stairs into the public right-of-way, by modifying the design of the non-original portion of the north entrance stairs, Planning staff has no objection. Staff would recommend, however, that any new steps that are added are designed and constructed in a manner that matches the original hotel stair design and materials as closely as possible, subject to staff review and approval. If this recommendation is followed, the design of the modified stairs can be approved at staff level.

Sincerely,

William H. Cary
Assistant Planning Director

c. Tim Hemstreet
Fred Beckmann
Jorge Gomez
Thomas Mooney
Michael Belush
Gary Kokorian
Gary Held

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Exhibit "C"

Condensed Title:

A Resolution to consider at a Public Hearing an after-the-fact revocable permit request by Mr. Michael R. Buckner and his wife Margo Buckner to retain an iron gate, columns, hedges, canvas canopy and portion of a wood deck within Apache Avenue adjacent to their property at 6120 La Gorce Drive.

Key Intended Outcome Supported:

Increase Satisfaction with Neighborhood Character

Issue:

Shall an after-the-fact revocable permit be granted to Mr. Michael R. Buckner and his wife Margo Buckner for encroachments within the adjacent Apache Avenue public right-of-way?

Item Summary/Recommendation:

Mr. Michael Buckner and his wife Margaret, own the property located at 6120 La Gorce Drive, which they acquired in 2004. The property has some encroachments in the adjacent Apache Avenue right-of-way, constructed sometime between 1992 and 2003. No building permits were located for the encroachments. Mr. and Mrs. Buckner have submitted an application for an after-the-fact revocable permit to retain the encroachments. The encroachments consists of an area enclosed by an iron gate, two columns, a Ficus hedge, a canvas canopy used as a carport, a paved walkway and driveway and the corner of a wood deck. The City Commission On May 10, 2006, adopted Resolution No. 2006-26187, setting a public hearing on June 7, 2006.

The applicant requested that the item be opened and continued until the July 12, 2006 City Commission.

The Administration recommends the item be opened and continued.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Robert Halfhill, Public Works 6833

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FHD	RCM	JMG

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MIAMIBEACH

AGENDA ITEM R7B
DATE 6-7-06

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, TO CONSIDER AT A PUBLIC HEARING AN AFTER-THE-FACT REVOCABLE PERMIT REQUEST BY MR. MICHAEL R. BUCKNER AND HIS WIFE MARGO BUCKNER, OWNERS OF THE PROPERTY LOCATED AT 6120 LA GORCE DRIVE, TO RETAIN AN IRON GATE, COLUMNS, HEDGES, CANVAS CANOPY AND PORTION OF A WOOD DECK LOCATED WITHIN THE ADJACENT APACHE AVENUE CITY RIGHT-OF-WAY.**

ADMINISTRATION RECOMMENDATION

Open and continue the public hearing to July 12, 2006

BACKGROUND

Mr. Michael Buckner and his wife Margaret, owners of the property located at 6120 La Gorce Drive have completed an application requesting an after-the-fact revocable permit to retain existing encroachments built on a public street end, known as Apache Avenue. The encroachments in the street-end leading to the La Gorce Golf Course consist of an area enclosed by an iron gate, two (2) columns, a ficus hedge, a canvas canopy used as a carport, a paved walkway and driveway and the corner of a wood deck. (See attached Exhibit "A").

On May 10, 2006, the City Commission adopted Resolution No. 2006-26187, setting a public hearing on June 7, 2006 to review the request made by Mr. and Mrs. Buckner for this after-the-fact revocable permit.

ANALYSIS

A review of the permits issued for 6120 La Gorce Drive show that a permit was issued in 1992 for the construction of a swimming pool. The construction plans submitted with the permit application do not show a wood deck encroaching into the right-of-way. Additional permits were obtained in 1993 and 2003 for roofing and construction of steps; however, no permits were obtained for the above mentioned encroachments.

In a letter from Bercow & Radell dated March 15, 2006, the applicant's attorney indicated that the applicant became the property owners of 6120 La Gorce Drive on April 2004.

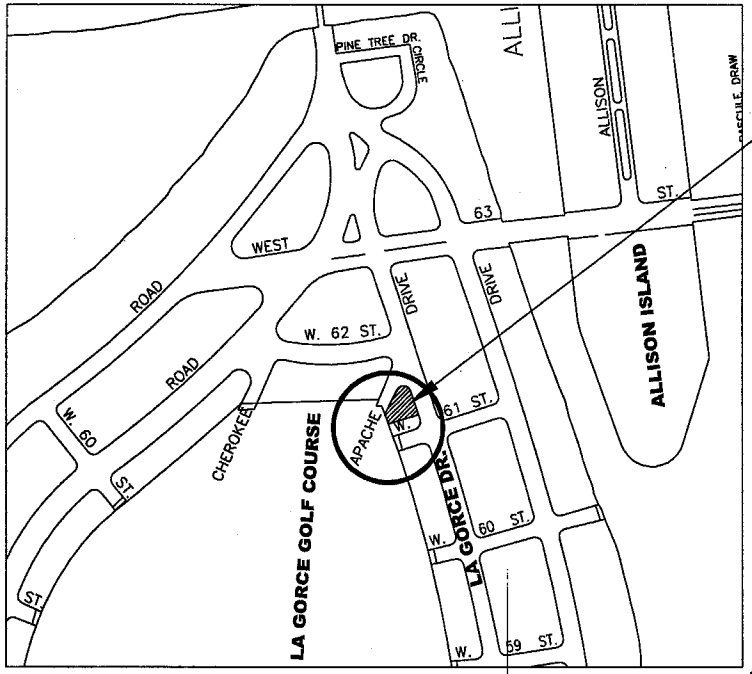
The applicant requested that the item be opened and continued with the July 12, 2006 City Commission.

RECOMMENDATION

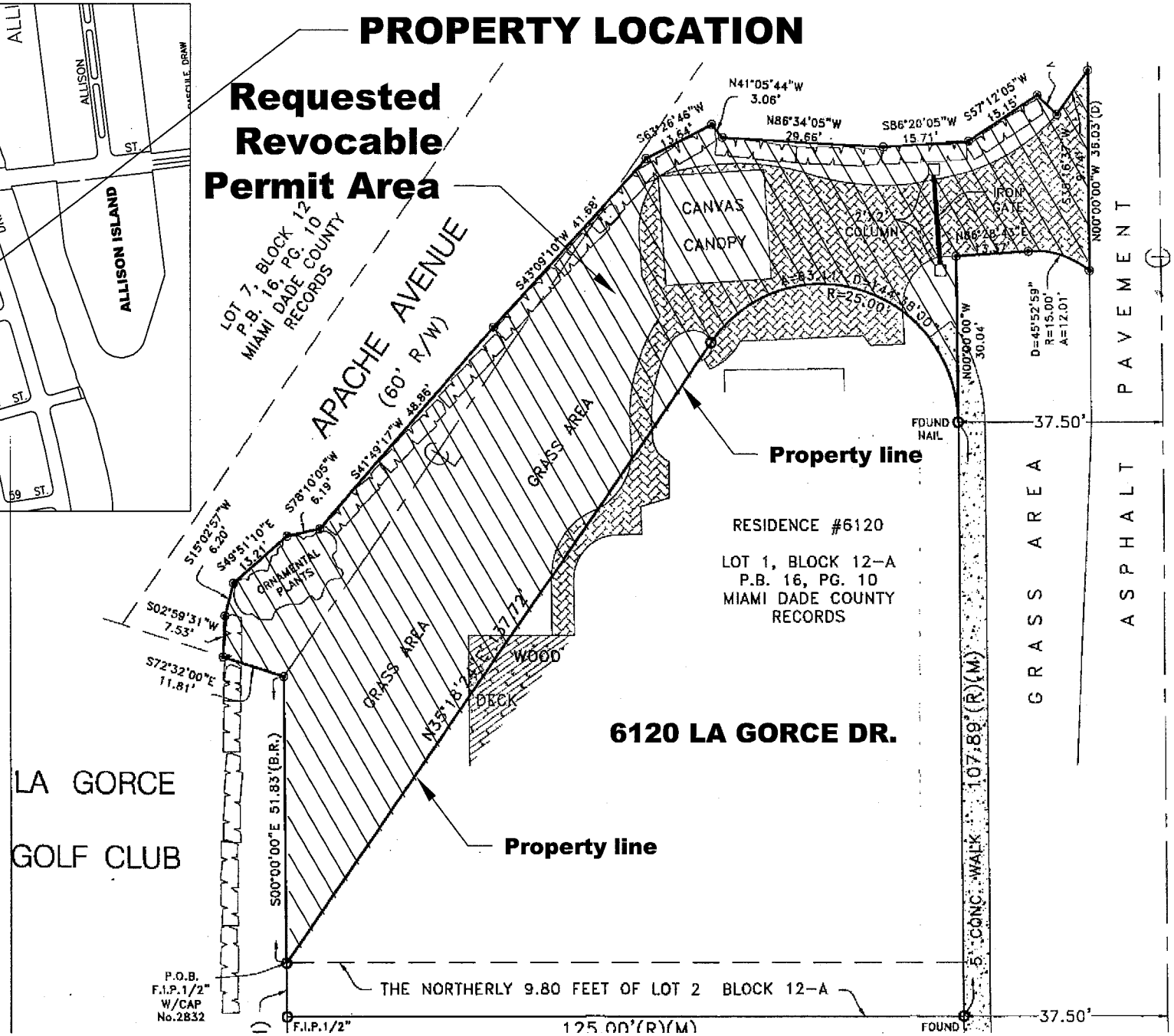
The City Administration recommends opening and continuing the public hearing to July 12, 2006.

Attachments

JMG/RM/FHB/RH/FAV
T:\AGENDA\2006\jun0706\consent\6120 LaGorce Revocable PermitMemoJune7.doc



LOCATION MAP



SURVEY OF 6120 LA GORCE DR. AND APACHE AVENUE

EXHIBIT " A "

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY given that a public hearing will be held by the City Commission of the City of Miami Beach, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, June 7, 2006 at 11:00 a.m.,** To Consider An After-The Fact Revocable Permit Request By Mr. Michael R. Buckner And His Wife Margo Buckner, Owners Of The Property Located At 6120 La Gorce Drive, To Retain An Iron Gate, Columns, Hedges, Canvas Canopy And Portion Of A Wood Deck All Within The Adjacent City Right-Of-Way On Apache Avenue.

INQUIRIES may be directed to the Public Works Department at (305) 673-7080.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be opened and continued and, under such circumstances additional legal notice would not be provided.

Robert E. Parcher
City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact (305) 604-2489 (voice), (305) 673-7218(TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).
(Ad #374)

RESOLUTION TO BE SUBMITTED

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Condensed Title:

Request for approval and appropriation of $991,850 from Parking Revenue Bond Fund 481 for the wireless (WIFI) upgrade of 250 existing multi-space pay stations (Phase I) and for the purchase and installation of an estimated 250 wireless (WIFI) enabled multi-space parking pay stations (Phase II).

Key Intended Outcome Supported:

Improve Parking Availability

Issue:

Should an appropriation in the amount of $991,850 for the upgrade of existing pay stations and purchase and installation of 250 wireless enabled multi-space pay stations be approved?

Item Summary/Recommendation:

Phase I of the implementation of 250 multi-space pay stations has been highly successful. The initial installation of Phase I overcame some minor hurdles. We are continuing to seek enhancements from the manufacturer such as additional ambient lighting, shelters or canopies for inclement weather; and an 'In-Car Meter" for the continued use of our Smart Card's refund feature. Several surveys have been completed at various areas throughout the City (Art Deco District, Lincoln Road, and 72nd Street/Collins Avenue) where this technology has been implemented and overall, 72% of users prefer multi-space pay stations vs. single space meters. An added convenience is that your parking time purchase is now portable. Your paid receipt may be taken anywhere citywide and honored at any metered space (single space or multi-space). One of the most impressive statistics is the varied use of payment options. Revenue in the areas where this technology has been implemented has increased by 29%. This is primarily attributed to the multiple payment options. Phase II - The Parking Department is recommending the implementation of Phase II of the multi-space pay station program. This is comprised of a two-pronged approach of: (1) upgrade the existing 250 pay stations (Phase I) with wireless (WIFI) hardware and software; and (2) purchase and install 250 wireless (WIFI) enabled pay stations (Phase II) to complete the conversion from single space meters in high traffic areas citywide. Phase II will be initiated with Parkeon's new and enhanced model multi-space pay station model "Strada" as the existing Model "DG Classic" is no longer in production. Parkeon has agreed to honor the price of $8,595 per unit for the Strada. This is the same price the City paid for the DG Classic Model used in Phase I. The following are some of the major enhancements incorporated into the new Strada model: enhanced security features, including an electronic locking system, easier than ever to read and operate due to a larger graphic display, faster and safer bill and coin collection procedure, and highly efficient solar-powered system. With the advent of wireless (WIFI) capabilities and the City's recent contract for WIFI technology, this system will work in tandem with existing and proposed pay stations. This will provide a common platform for both models allowing for more efficient and seamless operations management. All reporting of revenue collections, credit card processing, and maintenance can be accomplished wirelessly. Wireless communications means that all credit card transactions will process at "real time" as well as provide enhanced security features, including an electronic locking system, easier than ever to read and operate due to a larger graphic display, faster and safer bill and coin collection procedure, and highly efficient solar-powered system.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	$ 991,850	Parking Bond Fund 481	
2			
3			
4			
Total	$ 991,850	Parking Bond Fund 481	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Saul Frances ext. 6483 Gus Lopez ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SF_____ GL_____	RCM_____	JMG_____

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MIAMIBEACH

AGENDA ITEM R7C
DATE 6-7-06

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND APPROPRIATING $991,850 FROM PARKING REVENUE BOND FUND NO. 481 FOR THE WIRELESS (WIFI) UPGRADE OF 250 EXISTING MULTI-SPACE PARKING PAY STATIONS (PHASE I) AND THE PURCHASE AND INSTALLATION OF 250 WIRELESS (WIFI) ENABLED MULTI-SPACE PARKING PAY STATIONS (PHASE II).**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

$ 991,850 Funds are available from Parking Revenue Bond Fund 481 for the wireless (WIFI) upgrade of 250 existing multi-space pay stations (Phase I) and for the purchase and installation of 250 wireless (WIFI) enabled multi-space parking pay stations (Phase II). The following is an itemized listing of associated costs:

Upgrade Existing 250 Units to Wireless (Phase I):		
Wireless (WIFI) Hardware (250 units @ $1295):	$	323,750
Software (Phase I & II)	$	64,750
Purchase & Install 250 Wireless Pay Stations (Phase II):		
Multi-space Pay Stations (250 Units @ $8,595):	$	2,148,750
Wireless (WIFI) hardware (250 Units @ $995):	$	248,750
Installation (250 @ $350):	$	87,500
Parkfolio (500 Units @ $420):	$	210,000
Contingency (10%):	$	308,350
Total:	$	3,391,850
Previously Appropriated Funds Resolution No. 2005-26009 on 9/23/05:	$	2,400,000
Appropriation Requested:	**$**	**991,850**

PURCHASING AUTHORITY

Miami-Dade County/Miami-Dade Transit Agency Contract.

ANALYSIS (PAY STATIONS PHASE I)

Phase I of the implementation of 250 multi-space pay stations has been highly successful. The initial installation of Phase I overcame some minor hurdles by reprogramming payment acceptance; revising the instruction panels and graphics on the face of the units; and enhanced signage. Moreover, we are continuing to seek enhancements from the manufacturer such as additional ambient lighting, shelters or canopies for inclement weather; and an 'In-Car Meter" for the continued use of our Smart Card's refund feature.

Customer Convenience:

Several surveys have been completed at various areas throughout the City (Art Deco District, Lincoln Road, and 72nd Street/Collins Avenue) where this technology has been implemented and overall, 72% of users prefer multi-space pay stations vs. single space meters. An added convenience is that your parking time purchase is now portable. Your paid receipt may be taken anywhere citywide and honored at any metered space (single space or multi-space). One of the most impressive statistics is the varied use of payment options:

Bills:	**54%**
Credit Cards:	**22%**
Coins:	**21%**
Smart Card:	**3%**
Total:	**100%**

Enhanced Revenues:

Revenue in the areas where this technology has been implemented (Art Deco District, Lincoln Road, and areas of North Beach) has, on average, increased by 29% vs. single space meters over the same period in the prior year. This is primarily attributed to the multiple payment options. Amazingly, almost 8 out of 10 (80%) users are paying for their parking with other than coin! Most folks want to pay for their parking fees; however, at times, they find themselves handcuffed with single space meters that only accept coins or smart cards. Smart cards have had limited success as smart card usage continues to be at 8% citywide, equating to 92% of our customers using coins in single space meters and bills, credit cards, smart card, and some level of coins in multi-space pay stations.

ANALYSIS (PAY STATIONS WIFI PHASE II):

The Parking Department is recommending the implementation of Phase II of the multi-space pay station program. This is comprised of a two-pronged approach of: (1) upgrade the existing 250 pay stations (Phase I) with wireless (WIFI) hardware and software; and (2) purchase and install 250 wireless (WIFI) enabled pay stations (Phase II) to complete the conversion from single space meters in high traffic areas citywide (Alton Road, 41st Street, 71st Street, beach front areas, etc).

Phase II will be initiated with Parkeon's new and enhanced multi-space pay station model "Strada" as the existing Model "DG Classic" is no longer in production. Parkeon has agreed to honor the price of $8,595 per unit for the Strada. This is the same price the City paid for the DG Classic Model used in Phase I and as quoted in the Miami-Dade County Transit Agency Contract. The City cannot effectively purchase any more of the existing model rendering the Strada model as its only option. Parkeon's new model, the Strada has a sleeker more ergonomic design and provides enhanced operational, security, maintenance, and collection features. The following are some of the major enhancements incorporated into the Strada:

- Enhanced security features, including an electronic locking system.
- Easier than ever to read and operate due to a larger graphic display.
- Faster and safer bill and coin collection procedure.
- Highly efficient solar-powered system.

Additionally, it is prudent to maintain one vendor for all pay stations in order to not duplicate inventory and/or services. This also avoids pitfalls with customers such as having to learn multiple types of pay station systems and/or processes. Although pay station technology is very similar, manufacturers approach point of sale, collection, maintenance, and enhancements with different methods. With the advent of wireless (WIFI) capabilities and the City's recent contract for WIFI technology, this system will work in tandem with existing and proposed pay stations. This will provide a common platform for both DG Classic and Strada pay station models allowing for more efficient and seamless operations management as well as system maintenance and enhancements.

For example, with wireless (WIFI) enabled pay stations, all reporting of revenue collections, credit card processing, and maintenance can be accomplished wirelessly. The "Parkfolio" management system produces reports designed to our specification on revenue collection, and maintenance, including preventative maintenance. This technology allows for parking meter technicians to be alerted wirelessly of a unit's malfunction before it actually malfunctions. Alarms can be programmed for: levels of revenue collection to ensure a unit is collected before reaching capacity, or replenished with receipt paper before its depleted. Last but not least, wireless communications translates into real costs savings, as all credit card transactions will process "real time". This equates to zero credit fraud. Transactions are approved or denied within seconds. There is no batching of credit card transactions, downloading of credit card blacklists, etc. Credit card fraud, currently at 15%, will be eliminated. This is estimated at a value of $162,000 annually.

Parkeon has existing contracts with Miami-Dade County Transit Agency, Miami Parking Authority; City of Fort Lauderdale; and the City of Hollywood (Florida). All four agencies have reported very good results with their experience with Parkeon pay stations. Moreover, the Miami Parking System has recently installed the Strada model in Coconut Grove and they have reported great success with this model as well.

In regards to warranty issues, Parkeon has agreed to provide a two (2) year warranty on all equipment. The City, at its sole discretion, may elect to purchase an extended warranty contract for years three, four, and five, at the City's discretion, in year two of the standard warranty.

CONCLUSION

In conclusion, it is the Administration's goal to proceed with a system that provides: state-of the-art technology; is compatible with existing systems; has options and flexibility; has a proven track record in other communities; and is our best overall value for our investment. The Administration recommends that the Mayor and Commission approve and appropriate $991,850 from Parking Revenue Bond fund 481 for the wireless (WIFI) upgrade of 250 existing multi-space pay stations and for the purchase and installation of 250 wireless enabled multi-space pay stations.

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JMG/RCM/SF

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND APPROPRIATING $991,850 FROM PARKING REVENUE BOND FUND NO. 481 FOR THE WIRELESS (WIFI) UPGRADE OF 250 EXISTING MULTI-SPACE PARKING PAY STATIONS (PHASE I) AND THE PURCHASE AND INSTALLATION OF 250 WIRELESS (WIFI) ENABLED MULTI-SPACE PARKING PAY STATIONS (PHASE II).

WHEREAS, the Mayor and City Commission approved Resolution No. 2005-26009 on September 21, 2005, and appropriated $2,400,000 from Parking Revenue Bond Fund 481 for the purchase and installation of 250 multi-space pay stations (Capital Budget/Capital Improvement Plan for FY 2005/2006); and

WHEREAS, Phase I of the implementation of 250 multi-space pay stations has been highly successful; and

WHEREAS, surveys have been completed at various areas throughout the City (Art Deco District, Lincoln Road, and 72nd Street/Collins Avenue) where this technology has been implemented and overall, 72% of users prefer multi-space pay stations vs. single space meters; and

WHEREAS, revenue in the areas where this technology has been implemented has increased by 29% and is primarily attributed to the multiple payment options; and

WHEREAS, the Parking Department is recommending the implementation of Phase II of the multi-space pay station program; and

WHEREAS, this is comprised of a bi-pronged approach: (1) upgrading the existing 250 pay stations (Phase I) with wireless (WIFI) hardware and software; and (2) purchasing and installing 250 wireless (WIFI) enabled pay stations (Phase II) to complete the conversion from single space meters in high traffic areas Citywide; and

WHEREAS, Phase II will be initiated with Parkeon's new multi-space pay station model "Strada", as the existing Model "DG Classic" is no longer in production; and

WHEREAS, Parkeon has agreed to honor the price of $8,595 per unit for the Strada, and this is the same price the City paid for the DG Classic Model used in Phase I; and

WHEREAS, the following are some of the major enhancements incorporated into the Strada: enhanced security features, including an electronic locking system; easier than ever to read and operate due to a larger graphic display; faster and safer bill and coin collection procedure; and highly efficient solar-powered system; and

WHEREAS, with the advent of wireless (WIFI) capabilities and the City's recent contract for WIFI technology, this system will work in tandem with existing and proposed pay stations; and

WHEREAS, this will provide a common platform for both models allowing for more efficient and seamless operations management, and all reporting of revenue collections, credit card processing, and maintenance can be accomplished wirelessly.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission, upon recommendation of the Administration, herein approve and appropriate $991,850 from Parking Revenue Bond Fund 481 for the wireless (WIFI) upgrade of the existing 250 multi-space parking pay stations (Phase I) and the purchase and installation of 250 wireless (WIFI) enabled multi-space parking pay stations (Phase II).

PASSED AND ADOPTED this_____ day of _____, 2006

_____
MAYOR

ATTEST:

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____
CITY CLERK

City Attorney 6/1/06
Date

JMG/RCM/SF
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Condensed Title:

Resolution approving a lease agreement with the Log Cabin Enterprises, Inc.

Key Intended Outcome Supported:

Increase satisfaction with recreational programs.

Issue:

Should the Mayor and the City Commission approve the lease?

Item Summary/Recommendation:

The City and the Log Cabin Enterprises, Inc. are proposing to enter into a lease for a term of 3 years for use of the Approximately 52,000 square feet of City-owned property, located on the west side of Collins Avenue between 81st and 82nd Streets, Miami Beach, Florida, more specifically defined as those parcels of land known as Lots 1-6 of Block 81, Altos Del Mar No. 1, PB 31-40, (not including the 2,500 square foot one-story building, commonly referred to as the "classroom building", "training center" and/or "building A") .

The Log Cabin Enterprises, Inc. will pay the City one ($1) dollar a year and will be responsible for the operating expenses and interior/exterior building maintenance for the sole purpose of providing an educational and sheltered work program for developmentally disabled adults.

The Log Cabin Enterprises has evolved from it's original status as a City of Miami Beach Recreational program to a Community Development Block funded program until 2003. Given that the City has continued its support by providing the property and has maintained a longstanding relationship which is directly related to its support of the Log Cabin Adult Developmental Training (ADT) center the Administration recommends that the Mayor and City Commission adopt the Resolution approving the lease agreement on first reading and setting a second reading public hearing on July 12, 2006.

Advisory Board Recommendation:

n/a

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Asset Management

Sign-Offs:

Department Director	Assistant City Manager	City Manager
ACV	TH	

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MIAMIBEACH

AGENDA ITEM R7D
DATE 6-7-06

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006 **FIRST READING**

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON FIRST READING, A LEASE AGREEMENT BETWEEN THE CITY AND THE LOG CABIN ENTERPRISES, INC., FOR USE OF APPROXIMATELY 52,000 SQUARE FEET OF CITY-OWNED PROPERTY, LOCATED ON THE WEST SIDE OF COLLINS AVENUE BETWEEN 81ST AND 82ND STREETS, MIAMI BEACH, FLORIDA, MORE SPECIFICALLY DEFINED AS THOSE PARCELS OF LAND KNOWN AS LOTS 1-6 OF BLOCK 81, ALTOS DEL MAR NO. 1, PB 31-40 FOR AN INITIAL THREE (3) YEAR TERM COMMENCING ON AUGUST 1, 2006, AND ENDING ON JULY 31, 2009, WITH TWO (2) ADDITIONAL THREE (3) YEAR RENEWAL TERMS, AT THE CITY'S SOLE DISCRETION; FURTHER WAIVING BY 5/7THS VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS, AS REQUIRED BY SECTION 82-39 OF THE MIAMI BEACH CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND FURTHER SETTING A PUBLIC HEARING ON JULY 12, 2006, FOR THE SECOND READING (AND FINAL APPROVAL) OF THE LEASE AGREEMENT**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The Log Cabin Enterprises, Inc. has expressed an interest in continuing its occupancy of the city-owned building property, located on the west side of Collins Avenue between 81st and 82nd Streets, Miami Beach, Florida, more specifically defined as those parcels of land known as Lots 1-6 of Block 81, Altos Del Mar No. 1, PB 31-40, (not including the 2,500 square foot one-story building, commonly referred to as the "classroom building", "training center" and/or "building A").

The City of Miami Beach established and maintained the Miami Beach Activity Center from 1975 through 1983 as a service of the City designed to provide a sheltered work site for the developmentally disabled adults being trained at the Log Cabin Training Center located adjacent. In 1983, the Miami Beach Activity Center incorporated as Log Cabin Enterprises, Inc, a not-for-profit entity, and was maintained by the City through a Community Development Block grant until 2003. The City has allowed the Log Cabin to continue its work on the premises; however, there is a need for a formalized lease agreement in order for the City to maintain its legal standing in part in terms of the property operating expenses,

facility maintenance, insurance, taxes and indemnification. The property was also being used by other retail entities not related to the purpose of supporting the developmentally disabled without knowledge or approval of the Commission. The lease, as currently drafted, will preclude any type of subletting due to its nature.

Additionally, it is expected that there will be a companion lease agreement for the Log Cabin Training Center submitted to Commission for approval. This will allow the two entities to remain independent due to the relationship of client and provider, while allowing the City the benefit and protection of a lease agreement.

The Lease Agreement, as negotiated, includes the following additional terms and conditions:

- BASE RENT:
  The Log Cabin Enterprises, Inc. will pay an annual Base Rent in the amount of One Dollar ($1).

- OPERATION, MAINTENANCE and REPAIR:
  The Log Cabin Enterprises, Inc. has agreed to be solely responsible for the operation, maintenance, and repair of the premises.

- TENANT RESPONSIBILITIES FOR UTILITIES:
  The Log Cabin Enterprises, Inc. has agreed to pay charges for water, gas, electricity, sewer, cable, telephone and any other utility service provided to the facility including, without limitation, all hookup fees and impact fees.

As required by Section 82-38 of the Code of the City of Miami Beach, the Planning Department's analysis of the proposed lease is attached as Exhibit 1.

Based on the foregoing and long standing relationship with City of Miami Beach, the Administration recommends that the Mayor and City Commission approve the attached Lease Agreement between the City and the Log Cabin Enterprises, Inc. for the use of the approximately 52,000 square feet of City-owned property, located on the west side of Collins Avenue between 81st and 82nd Streets, Miami Beach, Florida, more specifically defined as those parcels of land known as Lots 1-6 of Block 81, Altos Del Mar No. 1, PB 31- for a term of three years commencing on August 1, 2006 and ending on July 31, 2009 with two additional three year renewal terms, at the City's sole discretion; further waiving by 5/7ths vote, the competitive bidding and appraisal requirements, as required by Section 82-39 of the Miami Beach City Code, finding such waiver to be in the best interest of the City; and further setting a public hearing on July 12, 2006, pursuant to the second reading (and final approval) of the lease agreement.

JMG/TH/ACV/mis

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EXHIBIT 1

CITY OF MIAMI BEACH
Planning Department
Interoffice Memorandum

To: Tim Hemstreet
Assistant City Manager

Date: May 24, 2006

From: Jorge G. Gomez, AICP
Planning Director RL for JGG

Subject: Analysis of Proposed Lease with Log Cabin Enterprises, Inc.
8108-8140 Collins Avenue

Pursuant to your request, this memorandum will serve as an analysis of the lease Agreement between the City of Miami Beach and Log Cabin Enterprises, Inc. for the use of the City-owned property, located at 8108-8140 Collins Avenue.

Section 82-38 of the Code of the City of Miami Beach requires that any proposed sale or lease of City-owned land be analyzed from a planning perspective so that the City Commission and the public are fully appraised of all conditions relating to the proposed sale or lease. The following is an analysis of the criteria delineated in the Code:

1. **Whether or not the proposed use is in keeping with city goals and objectives and conforms to the city comprehensive plan.**

   Consistent - The property is located within the RM-1 Residential Multiple Family Low Intensity future land use category, and surrounded by the RM-1 Residential Multiple Family Low Intensity and ROS Recreation and Open Space future land use categories. The lease agreement between the City and Log Cabin Enterprises, Inc. is consistent with the future land use category description contained in the Comprehensive Plan.

2. **The impact on adjacent property, including the potential positive or negative impacts such as diminution of open space, increased traffic, noise level or enhanced property values, improved development patterns and provision of necessary services. Based on the proposed use of the property, the city shall determine the potential impact of the project on city utilities and other infrastructure needs and the magnitude of costs associated with needed infrastructure improvements. Should it become apparent that further evaluation of traffic impact is needed, the proponent shall be responsible for obtaining a traffic impact analysis from a reputable traffic engineer.**

   Consistent - The property subject to the lease is part of the "West Lots" across Collins Avenue from North Shore Open Space Park. The property has been and is currently in use by the Log Cabin, and no change in operations is proposed. There

would be no diminution of open space as no new construction is being proposed. No additional utility or infrastructure is expected to be necessary.

3. **A determination as to whether or not the proposed use is in keeping with a public purpose and community needs, such as expanding the city's revenue base, creating jobs, creating a significant revenue stream, and improving the community's overall quality of life.**

   Consistent - This proposal does not accrue funds to the City, howeve, there is a potential to create additional jobs. The benefits of having such a facility within the City for training and education are important.

4. **Determination as to whether or not the development is in keeping with the surrounding neighborhood, will block views or create environmental intrusions, and evaluation of the design and aesthetic considerations of the project.**

   Consistent - The surrounding neighborhood consists of the North Shore Open Space Park and the North Shore residential neighborhood. The continued use of this building will not be out of character with the surrounding uses. View and environmental considerations are not applicable.

5. **The impact on adjacent properties, whether or not there is adequate parking, street and infrastructure needs.**

   Consistent – The impact on adjacent properties should be minimal, as the facility is already in use by the Log Cabin. The use should be contained within the subject property. Parking is available, and the Log Cabin's program provides other transport options. No further infrastructure needs are anticipated.

6. **A determination as to whether or not alternatives are available for the proposed disposition, including assembly of adjacent properties, and whether the project could be accomplished under a private ownership assembly.**

   Not applicable - This property is part of the larger assembly of the City-owned west lots. No assembly of land is necessary, nor would such be under private ownership. Placing such a public service facility on privately owned land is probably not a feasible option economically.

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7. **Within the constraints of public objectives, the department should examine financial issues such as job generation, providing housing opportunities, and the return to the city for its disposition of property.**

   The Log Cabin programs do contribute to training, education and job creation, which are important goals for the City.

8. **Such other issues as the Planning Department may deem appropriate in analysis of the proposed disposition.**

   Not applicable - The Planning Department has no other issues it deems appropriate to analyze for this proposal.

JGG/RGL
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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON FIRST READING, A LEASE AGREEMENT BETWEEN THE CITY AND THE LOG CABIN ENTERPRISES, INC., FOR USE OF APPROXIMATELY 52,000 SQUARE FEET OF CITY-OWNED PROPERTY, LOCATED ON THE WEST SIDE OF COLLINS AVENUE BETWEEN 81ST AND 82ND STREETS, MIAMI BEACH, FLORIDA, MORE SPECIFICALLY DEFINED AS THOSE PARCELS OF LAND KNOWN AS LOTS 1-6 OF BLOCK 81, ALTOS DEL MAR NO. 1, PB 31-40, FOR AN INITIAL THREE (3) YEAR TERM COMMENCING ON AUGUST 1, 2006, AND ENDING ON JULY 31, 2009, WITH TWO (2) ADDITIONAL THREE (3) YEAR RENEWAL TERMS, AT THE CITY'S SOLE DISCRETION; FURTHER WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS, AS REQUIRED BY SECTION 82-39 OF THE MIAMI BEACH CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND FURTHER SETTING A PUBLIC HEARING ON JULY 12, 2006, FOR THE SECOND READING (AND FINAL APPROVAL) OF THE LEASE AGREEMENT

WHEREAS, the City of Miami Beach has established and maintained the Miami Beach Activity Center a City of Miami Beach recreational program serving as a sheltered work site for developmentally disabled adults in the community at 8128 Collins Avenue, a City-owned property, from 1975 to 1983; and

WHEREAS, the Miami Beach Activity Center incorporated as a not-for-profit under the name of Log Cabin Enterprises, Inc. and has continued to serve as a sheltered work site for developmentally disabled adults in the community since its incorporation in 1983; and

WHEREAS, the Log Cabin Enterprises, Inc. had received support from the City of Miami Beach in the form of a Community Development Block Grant until 2003; and

WHEREAS, the Log Cabin Enterprises, Inc. has strived to reach a level of self-sufficiency while maintaining its mission to provide a safe, dignified, happy and professional environment for developmentally disabled clients, enabling them to learn life and work skills, earn a decent income, and eventually experience life as employed, independent, and self-sufficient individuals within the community; and

WHEREAS, the Log Cabin Enterprises, Inc. has expressed an interest in continuing to occupy the property and, accordingly, the Administration has negotiated the attached Lease Agreement, for an initial term of three (3) years, commencing on August 1, 2006, and ending on July 31, 2009, with two (2) additional three (3) year renewal terms, at the City's sole discretion (the Agreement); and

WHEREAS, Section 82-39 of the Miami Beach City Code, governing the sale/lease of public property, as amended, requires a competitive bidding process, a Planning Department analysis, and an independent appraisal to determine the value of the leasehold interest, as well as two (2) readings of the proposed lease, with the second (and final) reading followed by an advertised public hearing to obtain citizen input; and

WHEREAS, the Administration would hereby recommend that the Mayor and City Commission approve the attached Lease Agreement on first reading, and hereby set the public

hearing for second reading and final approval of the Agreement; and

WHEREAS, Section 82-39, as amended, further provides for the waiver of the competitive bidding and appraisal requirements, by 5/7ths vote of the Mayor and City Commission, upon a finding by the Mayor and City Commission that the public interest would be served by waiving such conditions; the Administration would also hereby recommend that the Mayor and City Commission approve said waiver.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve, on first reading, the attached Lease Agreement between the Log Cabin Enterprises, Inc., for the use of approximately 52,000 square feet of City-owned property, located on the west side of Collins Avenue between 81st and 82nd streets, Miami Beach, Florida, more specifically defined as those parcels of land known as Lots 1-6 of block 81, Altos del Mar No. 1, PB 31-40, for a term of three (3) years, commencing on August 1, 2006, and ending on July 31, 2009, with two (2) additional three (3) year renewal terms, at the City's sole discretion; further waiving, by 5/7ths vote, the competitive bidding and appraisal requirements, as required by Section 82-39 of the Miami Beach City Code, finding such waiver to be in the best interest of the City; and further setting a public hearing on July 12, 2006, for the second reading (and final approval) of the Lease Agreement.

PASSED and ADOPTED this 7th day of June, 2006.

ATTEST:

CITY CLERK	**MAYOR**

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 5/30/06 Date

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this _____ day of _____, 2006, by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, (hereinafter referred to as "City" or "Landlord"), and **LOG CABIN ENTERPRISES, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "Tenant").

1. Demised Premises.
City, in consideration of the rentals hereinafter reserved to be paid and of the covenants, conditions and agreements to be kept and performed by the Tenant, hereby leases, lets and demises to the Tenant, and Tenant hereby leases and hires from the City, those certain premises hereinafter referred to as the "Demised Premises", located in the City of Miami Beach, 8108-8140 Collins Avenue, Miami Beach, Florida, 33141, and more fully described as follows:

Approximately 52,000 square feet of City-owned property, located on the west side of Collins Avenue between 81st and 82nd Streets, Miami Beach, Florida, more specifically defined as those parcels of land known as Lots 1-6 of Block 81, Altos Del Mar No. 1, PB 31-40, (but not including the 2,500 square foot one-story building thereon, commonly referred to as the "classroom building" and/or "training center") and, as further delineated in Exhibit 1, attached hereto and incorporated herein.

2. Term.

2.1 Tenant shall be entitled to have and to hold the Demised Premises for an initial term of three (3) years, commencing on the **1st** day of **August**, **2006** (Commencement Date), and ending on the **31st** day of **July**, **2009**.

2.2 (i) Provided Tenant is in good standing and free from default(s) hereunder, and (ii) upon written notice from Tenant, which notice shall be submitted to the City Manager no earlier than one hundred twenty (120) days, but in any case no later than sixty (60) days prior to the expiration of the initial term (or any renewal term, as the case may be), this Agreement may be extended by the City Manager, in his sole discretion (as the Chief Operating Officer of the City), for two (2) additional three (3) year terms. Any extensions, if approved, shall be memorialized in writing and signed by the parties hereto (with the City hereby designating the City Manager as the individual authorized to execute such extension on its behalf).

In the event that the City Manager determines, in his sole discretion, not to extend or renew this Agreement (upon expiration of the initial term or any renewal term, as the case may be), the City Manager shall notify Tenant of same in writing, which notice shall be provided to Tenant within thirty (30)

business days of the City Manager's receipt of Tenant's written notice.

2.3 Notwithstanding Subsections 2.1 and 2.2 herein, this Agreement may be terminated without cause and for convenience of either party at any time during the Term (including any renewal term, as the case may be), upon furnishing thirty (30) days written notice to the other party.

3. Rent.

3.1 Base Rent:
Base Rent for the Demised Premises shall begin to accrue on August 1, 2006 (the Commencement Date).

3.1.1 Throughout the Term herein, the Base Rent for the Demised Premises shall be One ($1.00) Dollar per year, payable by Tenant in advance, annually, commencing on the Commencement Date and, thereafter, (annually) on each anniversary of the Commencement Date.

3.1.2 Concurrent with the payment of the Base Rent, Tenant, if deemed applicable by the City, shall also include any and all additional sums for all applicable sales and use tax, now or hereafter prescribed by Federal, State or local law.

3.2 Additional Rent:
Tenant shall also pay, as "Additional Rent", any and all other tax(es), including without limitation, Property Taxes, imposed, levied or assessed against the Demised Premises, or any other charge or payment required here by any governmental authority having jurisdiction there over, even though the taxing statute or ordinance may purport to impose such tax against the City.

4. Location for Payments.
All rents or other payments due hereunder shall be paid to the City of Miami Beach at the following address:

City of Miami Beach
Finance Department
c/o Revenue Supervisor
1700 Convention Center Drive
Miami Beach, Florida 33139

5. Parking.
Intentionally Omitted.

6. Security Deposit.
Intentionally Omitted.

7. Use and Possession of Demised Premises.

7.1 The Demised Premises shall be used by the Tenant as a retail / wholesale nursery, and other ancillary retail activities, for the sole purpose of providing an educational and sheltered work program for developmentally disabled adults. Said Premises shall be open for operation a minimum of five (5) days a week, with normal hours of operation being from Monday through Sunday, 9:00 A.M. to 5:00 P.M. Daily hours of operation may be extended up to 9:00 P.M., at Tenant's option. Tenant shall not otherwise modify the days or hours of operation without the prior written approval of the City Manager, which approval shall not be unreasonably withheld. Nothing herein contained shall be construed to authorize hours contrary to the laws governing such operations.

7.2 It is understood and agreed that the Demised Premises shall be used by the Tenant during the Term of this Agreement only for the above purposes, and for no other purposes or uses whatsoever. Tenant will not make or permit any use of the Demised Premises that, directly or indirectly, is forbidden by law, ordinance or government regulation, or that may be dangerous to life, limb or property. Tenant may not commit (nor permit) waste on the Demised Premises, nor permit the use of the Demised Premises for any illegal purposes, commit a nuisance on the Demised Premises. In the event that the Tenant uses the Demised Premises (or otherwise allows the Demised Premises to be used) for any purposes not expressly permitted herein, or permits and/or allows any prohibited uses as provided herein, then the City may declare this Agreement in default pursuant to Section 18, or without notice to Tenant, restrain such improper use by injunction or other legal action.

7.3 Tenant shall also maintain its not-for-profit status in full force and effect, and in good standing, throughout the Term herein.

8. Improvements.

8.1 Tenant accepts the Demised Premises in their present "as is" condition and shall, at its own cost and expense, construct or cause to be constructed, all interior and exterior improvements and maintenance to the Demised Premises, as reasonably necessary for it to carry on its permitted use(s), as set forth in Section 7. The plans for such improvements shall be submitted to the City for the City's prior written consent, which will not be unreasonably withheld or delayed. All permanent (fixed) improvements to the Demised Premises shall remain the property of the City upon termination and/or expiration of this Agreement. Upon termination and/or expiration of this Agreement, all personal property and non-permanent trade fixtures may be removed by the Tenant from the Demised Premises without damage to the Demised Premises. Tenant will permit no liens to attach to the Demised Premises arising from, connected with, or related to the design and construction of any improvements. Moreover, such construction shall be

accomplished through the use of licensed, reputable contractors who are acceptable to the City. Any and all permits and or licenses required for the installation of improvements shall be the sole cost and responsibility of Tenant.

8.2 Notwithstanding Subsection 8.1 above, upon termination and/or expiration of this Agreement, and at City's sole option and discretion, any and all alterations or additions made by Tenant to or in the Demised Premises shall, upon written request from the City, be promptly removed by Tenant at its cost and expense, and Tenant further hereby agrees, in such event, to restore the Demised Premises to their original condition prior to the Commencement Date of this Agreement.

8.3 The above requirements for submission of plans and the use of specific contractors shall not apply to improvements (which term, for purposes of this Subsection 8.3 only, shall also include improvements as necessary for Tenant's maintenance and repair of the Demised Premises) which do not exceed Five Hundred ($500.00) Dollars, provided that the work is not structural, and provided that it is permitted by applicable law.

9. Landlord's Right of Entry.

9.1 The City, or its authorized agent or agents, shall have the right to enter upon the Demised Premises at all reasonable times for the purpose of inspecting same, preventing waste, making such repairs as the City may consider necessary, and for the purpose of preventing fire, theft or vandalism. However, the City agrees that whenever reasonably possible, the City shall provide reasonable notice to Tenant, unless the need to enter the Demised Premises is an emergency, as deemed by the City, at its sole discretion, which if not immediately addressed could cause property damage, loss of life or limb, or other injury to persons. Nothing herein shall imply any duty on the part of the City to do any work that under any provisions of this Agreement the Tenant may be required to perform, and the performance thereof by the City shall not constitute a waiver of the Tenant's default.

9.2 If the Tenant shall not be personally present to open and permit entry into the Demised Premises at any time, for any reason, and any entry thereon shall be necessary or permissible, the City, or its agents, may enter the Demised Premises by master key, or may forcibly enter the Demised Premises without rendering the City or such agents liable therefore.

9.3 Tenant shall furnish the City with duplicate keys to all locks including exterior and interior doors upon the Commencement Date of this Agreement. Tenant shall not change the locks to the Demised Premises without the prior written consent of the City, not to be unreasonably withheld, and in the event such consent is given Tenant shall furnish the City with duplicate keys to said locks in advance of their installation.

10. Tenant's Insurance.

10.1 The Tenant shall, at its sole cost and expense, comply with all insurance requirements of the City. It is agreed by the parties that the Tenant shall not occupy the Demised Premises until proof of the following insurance coverages have been furnished to and approved by the City's Risk Manager:

10.1.1 Comprehensive General Liability in the minimum amount of $1,000,000 per occurrence for bodily injury and property damage. The City of Miami Beach must be named as additional insured parties on this policy.

10.1.2 Workers Compensation and Employers Liability coverage in accordance with Florida statutory requirements.

10.1.3 All-Risks property and casualty insurance, written at a minimum of 80% of replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the Demised Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Agreement) and all leasehold improvements installed in the Demised Premises by or on behalf of Tenant.

10.2 Proof of these coverages must be provided by submitting original certificates of insurance. All policies must provide thirty (30) days written notice of cancellation to both the City's Risk Manager and Asset Manager at 1700 Convention Center Drive, Miami Beach, Florida, 33139. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and must have a rating of B+:VI or better per A.M. Best's Key Rating Guide, latest edition, and certificates are subject to the approval of the City's Risk Manager.

11. Property Taxes and Assessments.
For the purposes of this Section and other provisions of this Agreement:

11.1 The term "Property Taxes" shall mean (i) the real estate taxes, assessments, and special assessments of any kind which may be imposed upon the Demised Premises and/or the tax lot which may include the Demised Premises, and (ii) any expenses incurred by the City in obtaining a reduction of any such taxes or assessments.

11.2 The term "Property Tax Year" shall mean the period of twelve (12) calendar months, beginning on January 1st of each year.

11.3 Tenant shall pay, as Additional Rent pursuant to Section 3.2, for such Property Tax Year an amount ("Property Tax Payment") equal to Tenant's proportionate share of the Property Taxes (if any) for such Property Tax

Year; said proportionate share to be determined by the City based upon the ratio of the Demised Premises to the tax lot. If a Property Tax Year ends after the expiration or termination of the term of this Agreement, the Property Tax Payment therefore shall be prorated to correspond to that portion of such Property Tax Year occurring within the term of this Agreement. The Property Tax Payment shall be payable by Tenant immediately upon receipt of notice from the City. A copy of the tax bill(s) or other evidence of such taxes issued by the taxing authorities, together with the City's computation of the Property Tax Payment, will be made available to Tenant once received from the taxing authorities, if requested by Tenant. Tenant shall pay any difference in the amount between the estimated property taxes and the actual property taxes to the City immediately, upon receipt of request for said payment from the City.

12. Assignment and Subletting.
Tenant shall not have the right to assign or sublet the Demised Premises.

13. Operation, Maintenance and Repair.

13.1 Tenant shall be solely responsible for the operation, maintenance and repair of the Demised Premises. Tenant shall, at its sole cost and expense, maintain the Demised Premises, and the fixtures and appurtenances therein, and shall make all repairs thereto, as and when needed, to preserve them in good working order and condition. Tenant shall be responsible for all interior walls and the interior and exterior of all windows and doors, as well as immediate replacement of any and all plate glass or other glass in the Demised Premises which may become broken using glass of the same or better quality.

The City shall be responsible for the maintenance of the roof, the structural exterior of the building, and the structural electrical and plumbing (other than plumbing surrounding any sink within the Demised Premises.

Tenant agrees and understands that while the City has provided air-conditioning unit(s) for the Demised Premises, the City shall require that Tenant obtain, and continuously maintain in good standing, at Tenant's expense, throughout the Term of this Agreement, a maintenance and repair contract, approved by the City, with a service company previously approved in writing by the City, providing for the preventative maintenance and repair of all air conditioning units servicing the Demised Premises. Tenant shall provide the City, in writing, within ten (10) business days, the name(s) and telephone number(s) of service company(ies) for the City's review and approval. Tenant shall provide a copy of a current, enforceable and fully executed maintenance and repair contract, no later than ten (10) business days after receipt of the City's approval of the service company, as proof of Tenant's compliance with this Subsection.

13.2 All damage or injury of any kind to the Demised Premises and to its fixtures,

glass, appurtenances, and equipment, if any, or to the building fixtures, glass, appurtenances, and equipment, if any, except damage caused by the wrongful acts or negligence of the City, shall be the obligation of Tenant, and shall be repaired, restored or replaced promptly by Tenant at its sole cost and expense to the satisfaction of the City.

13.3 All of the aforesaid repairs, restorations and replacements shall be in quality and class equal to or better than the original work or installations and shall be done in good and workmanlike manner.

13.4 If Tenant fails to make such repairs or restorations or replacements, the same may be made by the City, at the expense of Tenant, and all sums spent and expenses incurred by the City shall be collectable by the City and shall be paid by Tenant within ten (10) days after rendition of a bill or statement thereof.

13.5 It shall be Tenant's obligation to insure that any renovations, repairs and/or improvements made by Tenant to the Demised Premises comply with all applicable building codes and life safety codes of governmental authorities having jurisdiction.

13.6 Tenant Responsibilities for Utilities.
Tenant is solely responsible for and shall promptly pay when due all charges for water, gas, electricity, sewer, cable, telephone and any other utility service provided to the Demised Premises, including, without limitation, all hook-up fees and impact fees. In addition to other rights and remedies hereinafter reserved to the City, upon the failure of Tenant to pay for such utility services when due, City may elect to pay same whereby Tenant agrees to promptly reimburse the City upon demand. In no event, however, shall the City be liable for an interruption or failure in the supply of any utilities or services to the Demised Premises.

13.7 **TENANT HEREBY ACKNOWLEDGES AND AGREES THAT THE DEMISED PREMISES ARE BEING LEASED IN THEIR PRESENT "AS IS" CONDITION.**

14. Governmental Regulations.
The Tenant covenants and agrees to fulfill and comply with all statutes, ordinances, rules, orders, regulations, and requirements of any and all governmental bodies, including but not limited to Federal, State, Miami-Dade County, and City governments, and any and all of their departments and bureaus applicable to the Demised Premises and shall also comply with and fulfill all rules, orders, and regulations for the prevention of fire, all at Tenant's own cost and expense. The Tenant shall pay all cost, expenses, claims, fines, penalties, and damages that may be imposed because of the failure of the Tenant to comply with this Section, and shall indemnify and hold harmless the City from all liability arising from each non-compliance.

15. Liens.

Tenant will not permit any mechanics, laborers, or materialman's liens to stand against the leased premises or improvements for any labor or materials to Tenant or claimed to have been furnished to Tenant's agents, contractors, or sub-tenants, in connection with work of any character performed or claimed to have performed on said premises, or improvements by or at the direction or sufferance of the Tenant, provided however, Tenant shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, Tenant shall give the City reasonable security as may be demanded by the City to insure payment thereof and prevent sale, foreclosure, or forfeiture of the premises or improvements by reasons of such non-payment. Such security need not exceed one and one half (1½) times the amount of such lien or such claim of lien. Such security shall be posted by Tenant within ten (10) days of written notice from the City, or Tenant may "bond off" the lien according to statutory procedures. Tenant will immediately pay any judgment rendered with all proper cost and charges and shall have such lien released or judgment satisfied at Tenant's own expense.

16. Enforcement.

Tenant agrees to pay the Base Rent, Additional Rent, and any other amounts as may be due and payable by Tenant under this Agreement, at the time and in the manner provided herein, and should said rents and/or other additional amounts due herein provided, at any time remain due and unpaid for a period of fifteen (15) days after the same shall become due, the City may exercise any or all options available to it hereunder, which options may be exercised concurrently or separately, or the City may pursue any other remedies enforced by law.

17. Condemnation.

17.1 If at any time during the term of this Agreement and any renewal term hereunder, all or any part or portion of the Demised Premises is taken, appropriated, or condemned by reason of Eminent Domain proceedings (except if the Eminent Domain proceedings are initiated by the City of Miami Beach), then this Agreement shall be terminated as of the date of such taking, and shall thereafter be completely null and void, and neither of the parties hereto shall thereafter have any rights against the other by reason of this Agreement or anything contained therein, except that any rent prepaid beyond the date of such taking shall be prorated to such date, and the Tenant shall pay any and all rents, additional rents, utility charges, or other costs including excess taxes for which it is liable under the terms of this Agreement, up to the date of such taking.

17.2 Except as hereunder provided, Tenant shall not be entitled to participate in the proceeds of any award made to the City in any such Eminent Domain proceeding, excepting, however, the Tenant shall have the right to claim and recover from the condemning authority, but not from the City, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business

by reasons of the condemnation and for or on account of any cost or loss which Tenant might incur in removing Tenant's furniture and fixtures.

18. Default.

18.1 Default by Tenant:
At the City's option, any of the following shall constitute an Event of Default under this Agreement:

18.1.1 The Base Rent, Additional Rent, or any installment thereof, is not paid promptly when and where due within fifteen (15) days of due date, and if Tenant shall not cure such failure within five (5) days after receipt of written notice from the City specifying such default;

18.1.2 Any other payment provided for under this Agreement is not paid promptly when and where due;

18.1.3 The Demised Premises shall be deserted, abandoned, or vacated;

18.1.4 The Tenant shall fail to comply with any material term, provision, condition or covenant contained herein other than the payment of rent and shall not cure such failure within thirty (30) days after the receipt of written notice from the City specifying any such default; or such longer period of time acceptable to the City, at its sole discretion;

18.1.5 Receipt of notice of violation from any governmental authority having jurisdiction dealing with a law, code, regulation, ordinance or the like, which remains uncured for a period of thirty (30) days from its issuance, or such longer period of time acceptable to the City, at its sole discretion;

18.1.6 Any petition is filed by or against Tenant under any section or chapter of the Bankruptcy Act, as amended, which remains pending for more than sixty (60) days, or any other proceedings now or hereafter authorized by the laws of the United States or of any state for the purpose of discharging or extending the time for payment of debts;

18.1.7 Tenant shall become insolvent;

18.1.8 Tenant shall make an assignment for benefit of creditors;

18.1.9 A receiver is appointed for Tenant by any court and shall not be dissolved within thirty (30) days thereafter; or

18.1.10 The leasehold interest is levied on under execution.

19. Rights on Default.

19.1 Rights on Default:
In the event of any default by Tenant as provided herein, City shall have the option to do any of the following in addition to and not in limitation of any other remedy permitted by law or by this Agreement;

19.1.1 Terminate this Agreement, in which event Tenant shall immediately surrender the Demised Premises to the City, but if Tenant shall fail to do so the City may, without further notice, and without prejudice to any other remedy the City may have for possession or arrearages in rent or damages for breach of contract, enter upon Demised Premises and expel or remove Tenant and its effects in accordance with law, without being liable for prosecution or any claim for damages therefore, and Tenant agrees to indemnify and hold harmless the City for all loss and damage which the City may suffer by reasons of such Agreement termination, whether through inability to re-let the Demised Premises, or through decrease in rent, or otherwise.

19.1.2 Declare the entire amount of the Base Rent and Additional Rent which would become due and payable during the remainder of the term of this Agreement to be due and payable immediately, in which event Tenant agrees to pay the same at once, together with all rents therefore due, at the address of the City, as provided in the Notices section of this Agreement; provided, however, that such payment shall not constitute a penalty, forfeiture, or liquidated damage, but shall merely constitute payment in advance of the rents for the remainder of said term and such payment shall be considered, construed and taken to be a debt provable in bankruptcy or receivership.

19.1.3 Enter the Demised Premises as the agent of Tenant, by force if necessary, without being liable to prosecution or any claim for damages therefore, remove Tenant's property there from, and re-let the Demised Premises, or portions thereof, for such terms and upon such conditions which the City deems, in its sole discretion, desirable, and to receive the rents therefore, and Tenant shall pay the City any deficiency that may arise by reason of such re-letting, on demand at any time and from time to time at the office of the City; and for the purpose of re-letting, the City may (i) make any repairs, changes, alterations or additions in or to said Demised Premises that may be necessary or convenient; (ii) pay all costs and expenses therefore from rents resulting from re-letting; and (iii) Tenant shall pay the City any deficiency as aforesaid.

19.1.4 Take possession of any personal property owned by Tenant on said Demised Premises and sell the same at public or private sale,

and apply same to the payment of rent due, holding the Tenant liable for the deficiency, if any.

19.1.5 It is expressly agreed and understood by and between the parties hereto that any installments of rent accruing under the provisions of this Agreement which shall not be paid when due shall bear interest at the maximum legal rate of interest per annum then prevailing in Florida from the date when the same was payable by the terms hereof, until the same shall be paid by Tenant. Any failure on the City's behalf to enforce this Section shall not constitute a waiver of this provision with respect to future accruals of past due rent. No interest will be charged for payments made within the grace period, such grace period to be defined as within five days of the due date. In addition, there will be a late charge of Fifty ($50.00) Dollars for any payments submitted after the grace period.

19.1.6 If Tenant shall default in making any payment of monies to any person or for any purpose as may be required hereunder, the City may pay such expense but the City shall not be obligated to do so. Tenant upon the City's paying such expense shall be obligated to forthwith reimburse the City for the amount thereof. All sums of money payable by Tenant to the City hereunder shall be deemed as rent for use of the Demised Premises and collectable by the City from Tenant as rent, and shall be due from Tenant to the City on the first day of the month following the payment of the expense by the City.

19.1.7 The rights of the City under this Agreement shall be cumulative but not restrictive to those given by law and failure on the part of the City to exercise promptly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

19.2 Default by City:

The failure of the City to perform any of the covenants, conditions and agreements of this Agreement which are to be performed by the City and the continuance of such failure for a period of thirty (30) days after notice thereof in writing from Tenant to the City (which notice shall specify the respects in which Tenant contends that the City failed to perform any such covenant, conditions and agreements) shall constitute a default by the City, unless such default is one which cannot be cured within thirty (30) days because of circumstances beyond the City's control, and the City within such thirty (30) day period shall have commenced and thereafter shall continue diligently to prosecute all actions necessary to cure such defaults.

However, in the event the City fails to perform within the initial 30 day period provided above, and such failure to perform prevents Tenant from operating its business in a customary manner and causes an undue hardship for the

Tenant, then such failure to perform (regardless of circumstances beyond its control) as indicated above, shall constitute a default by the City.

19.3 Tenant's Rights on Default:
If an event of the City's default shall occur, Tenant, to the fullest extent permitted by law, shall have the right to pursue any and all remedies available at law or in equity, including the right to sue for and collect damages, including reasonable attorney fees and costs, to terminate this Agreement (and all of its obligations hereunder by giving notice of such election to the City, whereupon this Agreement shall terminate as of the date of such notice), to specifically enforce Tenant's rights; and/or to enjoin the City.

20. Indemnity Against Costs and Charges.

20.1 The Tenant shall be liable to the City for all costs and charges, expenses, reasonable attorney's fees, and damages which may be incurred or sustained by the City, by reason of the Tenant's breach of any of the provisions of this Agreement. Any sums due the City under the provisions of this item shall constitute a lien against the interest of the Tenant and the Demised Premises and all of Tenant's property situated thereon to the same extent and on the same conditions as delinquent rent would constitute a lien on said premises and property.

20.2 If Tenant shall at any time be in default hereunder, and if the City shall deem it necessary to engage an attorney to enforce the City's rights and Tenant's obligations hereunder, the Tenant will reimburse the City for the reasonable expenses incurred thereby, including, but not limited to, court costs and reasonable attorney's fees, whether suit be brought or not and if suit be brought, then Tenant shall be liable for expenses incurred at both the trial and appellate levels.

21. Indemnification Against Claims.

21.1 The Tenant shall indemnify and save the City harmless from and against any and all claims or causes of action (whether groundless or otherwise) by or on behalf of any person, firm, or corporation, for personal injury or property damage occurring upon the Demised Premises or upon any other land or other facility or appurtenance used in connection with the Demised Premises, occasioned in whole or in part by any of the following:

21.1.1 An act or omission on the part of the Tenant, or any employee, agent, contractor, invitee, guest, assignee, sub-tenant or subcontractor of the Tenant;

21.1.2 Any misuse, neglect, or unlawful use of the Demised Premises by Tenant, or any employee, agent, contractor, invitee, guest, assignee, sub-tenant or subcontractor of the Tenant, but not to

include trespassers upon the Demised Premises;

21.1.3 Any breach, violation, or non-performance of any undertaking of the Tenant under this Agreement;

21.1.4 Anything growing out of the use or occupancy of the Demised Premises by the Tenant or anyone holding or claiming to hold through or under this Agreement.

21.2 Tenant agrees to pay all damages to the Demised Premises and/or other facilities used in connection therewith, caused by the Tenant or any employee, guest, or invitee of the Tenant.

22. Signs and Advertising.
Without the prior written consent of the City, Tenant shall not permit the painting and display of any signs, plaques, lettering or advertising material of any kind on or near the Demised Premises. All additional signage shall comply with signage standards established by the City and comply with all applicable building codes, and any other municipal, County, State and Federal laws.

23. Effect of Conveyance.
Intentionally Omitted.

24. Damage to the Demised Premises.

24.1 If the Demised Premises shall be damaged by the elements or other casualty not due to Tenant's negligence, or by fire, but are not thereby rendered untenantable, as determined by the City, in its sole discretion, in whole or in part, and such damage is covered by the City's insurance, if any, (hereinafter referred to as "such occurrence"), the City, shall, as soon as possible after such occurrence, utilize the insurance proceeds to cause such damage to be repaired and the Rent shall not be abated. If by reason of such occurrence, the Demised Premises shall be rendered untenantable, as determined by the City, in its sole discretion, only in part, the City shall as soon as possible utilize the insurance proceeds to cause the damage to be repaired, and the Rent meanwhile shall be abated proportionately as to the portion of the Demised Premises rendered untenantable; provided however, if the Demised Premises are by reason of such occurrence, rendered more than 50% but less than 100% untenantable, as determined by the City, in its sole discretion, the City shall promptly obtain a good faith estimate of the time required to render the Demised Premises tenantable. If such time exceeds sixty (60) days, either party shall have the option of canceling this Agreement, which option shall be exercised by the party opting to cancel, in writing within ten (10) days of receipt of notice of same to the other party.

24.2 If the Demised Premises shall be rendered wholly untenantable by reason of such occurrence, the City shall have the option, but not the obligation, in its sole discretion, to utilize the insurance proceeds to cause such damage to be

repaired and the Rent meanwhile shall be abated. However, the City shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after said occurrence, to elect not to reconstruct the destroyed Demised Premises, and in such event, this Agreement and the tenancy hereby created shall cease as of the date of said occurrence, the rent to be adjusted as of such date. If the Demised Premises shall be rendered wholly untenantable, the Tenant shall have the right, to be exercised by notice in writing, delivered to the City within thirty (30) days from and after said occurrence, to elect to terminate this Agreement, the Rent to be adjusted accordingly. Notwithstanding any clause contained in this Section, if the damage is not covered by the City's insurance, then the City shall have no obligation to repair the damage, but the City shall advise Tenant in writing within thirty (30) days of the occurrence giving rise to the damage and of its decision not to repair, and the Tenant may, at any time thereafter, elect to terminate this Agreement, and the Rent shall be adjusted accordingly.

25. Quiet Enjoyment.
The Tenant shall enjoy quiet enjoyment of the Demised Premises and shall not be evicted or disturbed in possession of the Demised Premises so long as Tenant complies with the terms of this Agreement.

26. Waiver.

26.1 It is mutually covenanted and agreed by and between the parties hereto that the failure of the City to insist upon the strict performance of any of the conditions, covenants, terms or provisions of this Agreement, or to exercise any option herein conferred, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect.

26.2 A waiver of any term expressed herein shall not be implied by any neglect of the City to declare a forfeiture on account of the violation of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

26.3 The receipt of any sum paid by Tenant to the City after breach of any condition, covenant, term or provision herein contained shall not be deemed a waiver of such breach, but shall be taken, considered and construed as payment for use and occupation, and not as rent, unless such breach be expressly waived in writing by the City.

27. Notices.
The addresses for all notices required under this Agreement shall be as follows, or at such other address as either party shall be in writing, notify the other:

LANDLORD:	City Manager City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139
With copies to:	Asset Manager City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139
TENANT:	Executive Director Log Cabin Enterprises, Inc. 8128 Collins Avenue Miami Beach, Florida 33141

All notices shall be hand delivered and a receipt requested, or by certified mail with Return receipt requested, and shall be effective upon receipt.

28. Entire and Binding Agreement.
This Agreement contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the City and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Agreement.

29. Provisions Severable.
If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. Captions.
The captions contained herein are for the convenience and reference only and shall not be deemed a part of this Agreement or construed as in any manner limiting or amplifying the terms and provisions of this Agreement to which they relate.

31. Number and Gender.
Whenever used herein, the singular number shall include the plural and the plural shall include the singular, and the use of one gender shall include all genders.

32. Governing Law.
This Agreement shall be governed by and construed in accordance with the law of the State of Florida.

33. Limitation of Liability.
The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of Ten Thousand ($10,000.00) Dollars and 00/100. Tenant hereby expresses its willingness to enter into this Agreement with the Tenant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of Ten Thousand (10,000.00) Dollars and 00/100. Accordingly, and notwithstanding any other term or condition of this Agreement, Tenant hereby agrees that the City shall not be liable to Tenant for damage in an amount in excess of Ten Thousand ($10,000.00) Dollars and 00/100 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this Section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

34. Surrender of the Demised Premises.
The Tenant shall, on or before the last day of the Term herein demised, or the sooner termination thereof, peaceably and quietly leave, surrender and yield upon to the City the Demised Premises, together with any and all equipment, fixtures, furnishings, appliances or other personal property, if any, located at or on the Demised Premises and used by Tenant in the maintenance, management or operation of the Demised Premises, excluding any trade fixtures or personal property, if any, which can be removed without material injury to the Demised Premises, free of all liens, claims and encumbrances and rights of others or broom-clean, together with all structural changes, alterations, additions, and improvements which may have been made upon the Demised Premises, in good order, condition and repair, reasonable wear and tear excepted, subject, however, to the subsequent provisions of this Section. Any property which pursuant to the provisions of this Section is removable by Tenant on or at the Demised Premises upon the termination of this Agreement and is not so removed may, at the option of the City, be deemed abandoned by the Tenant, and either may be retained by the City as its property or may be removed and disposed of at the sole cost of the Tenant in such manner as the City may see fit. If the Demised Premises and personal property, if any, be not surrendered at the end of the Term as provided in this Section, the Tenant shall make good the City all damages which the City shall suffer by reason thereof, and shall indemnify and hold harmless the City against all claims made by any succeeding tenant or purchaser, so far as such delay is occasioned by the failure of the Tenant to surrender the Demised Premises as and when herein required.

35. Time is of the Essence.
Time is of the essence in every particular and particularly where the obligation to pay money is involved.

36. Attorneys Fees.
If it becomes necessary for City or Concessionaire to enforce their respective rights under this Agreement or any part hereof through litigation, Concessionaire and City

agree that the prevailing party shall be entitled to recover from the other party all costs and expenses of such litigation, including a reasonable attorney's fee and costs, for all trial and appellate proceedings.

37. Venue.
This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

CITY AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT THE CITY AND TENANT MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.

38. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

(REMAINDER OF THIS PAGE INTENTIALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by the respective duly authorized officers and the respective corporate seals to be affixed this _____ day of _____, 2006.

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

BY: _____
Robert Parcher, City Clerk

BY: _____
David Dermer, Mayor

ATTEST:

LOG CABIN ENTERPRISES, INC.

BY: _____
Secretary

BY: _____
Bernard Edelstein, President
Board of Directors

_____
(Print Name)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 5/30/06 **Date**

CORPORATE SEAL
(affix here)

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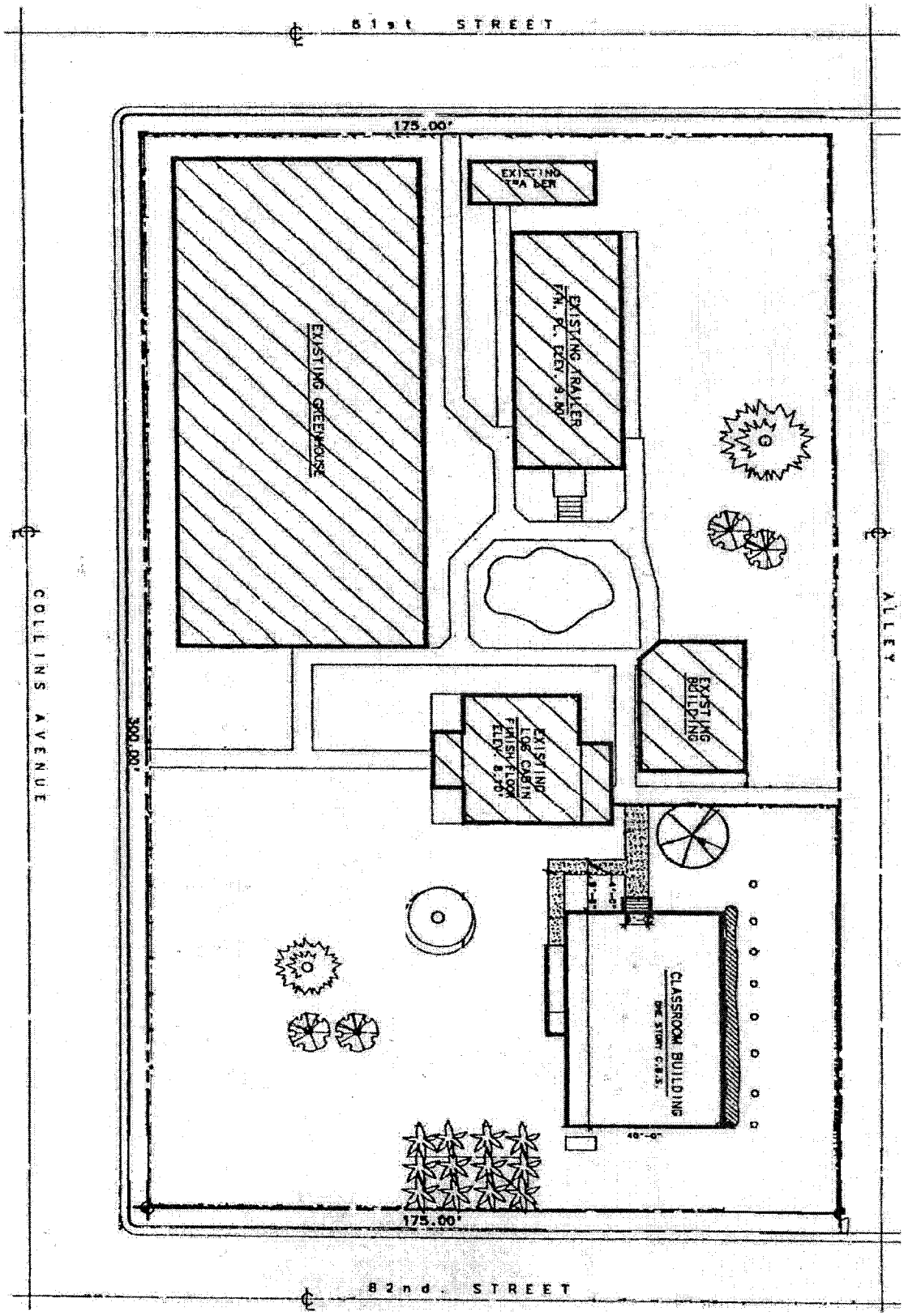
Exhibit 1



81st STREET
175.00'
EXISTING TRAILER
EXISTING TRAILER
EXISTING GREENHOUSE
EXISTING BUILDING
EXISTING LOG CABIN
CLASSROOM BUILDING
COLLINS AVENUE
ALLEY
300.00'
175.00'
82nd. STREET

Condensed Title:

Resolution approving a lease agreement with the Boys and Girls Club of Miami, Inc.

Key Intended Outcome Supported:

Increase satisfaction with recreational programs

Issue:

Should the Mayor and the City Commission approve the lease?

Item Summary/Recommendation:

The City and the Boys and Girls Club of Miami Inc. are proposing to enter into a lease for a term of 3 years for use of the one story building located within Flamingo Park encompassing approximately four thousand four hundred fifty (4,450 sq. ft) square feet. Said lease is intended to run until such time as the Boys and Girls Club of Miami, inc. secure the funding and permitting for construction of a new building at which time this lease will terminate.

The Boys and Girls Club of Miami, Inc. will pay the City one ($1) dollar a year and will be responsible for the operating expenses and interior/exterior building maintenance as delineated in the previous lease.

The Administration recommends that the Mayor and City Commission adopt the Resolution approving the lease agreement on first reading and setting a second reading public hearing on July 12, 2006 as the Boys and Girls Club of Miami, Inc. provides a service to the local community providing supervised programming for children.

Advisory Board Recommendation:

n/a

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Asset Management

Sign-Offs:

Department Director	Assistant City Manager	City Manager
ACV	TH	

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MIAMIBEACH

AGENDA ITEM R7E
DATE 6-7-06

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006 **FIRST READING**

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON FIRST READING, A LEASE AGREEMENT BETWEEN THE CITY AND THE BOYS AND GIRLS CLUB OF MIAMI, INC., FOR USE OF THE ONE STORY BUILDING LOCATED WITHIN FLAMINGO PARK, ENCOMPASSING APPROXIMATELY 4,450 SQUARE FEET OF CITY-OWNED PROPERTY, FOR AN INITIAL THREE (3) YEAR TERM, COMMENCING ON AUGUST 1, 2006, AND ENDING ON JULY 31, 2009, WITH TWO (2) ADDITIONAL THREE (3) YEAR RENEWAL TERMS, AT THE CITY'S SOLE DISCRETION; FURTHER WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS, AS REQUIRED BY SECTION 82-39 OF THE MIAMI BEACH CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND FURTHER SETTING A PUBLIC HEARING ON JULY 12, 2006, FOR THE SECOND READING (AND FINAL APPROVAL) OF THE LEASE AGREEMENT.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On January 13, 1995 the Mayor and City Commission adopted Resolution No. 95-21465, authorizing an agreement between the City and the Boys and Girls Club of Miami, Inc. for the purpose of providing programs/activities/classes during after-school and summer vacation hours. This agreement expired on April 4, 1999 and continued on a month-to-month basis.

On July 18, 2001 the Mayor and City Commission adopted Resolution No. 2001-24529 an approval for lease of the city-owned building in Flamingo Park for a term of four years and 364 days commencing on August 1, 2001 and ending on July 30, 2006.

The Boys and Girls Club of Miami, Inc. has expressed an interest in continuing its occupancy of the city-owned building located within Flamingo Park encompassing approximately 4,450 square feet for a term of three years commencing on August 1, 2006 and ending on July 31, 2009. The lease contains a clause for termination for convenience to accommodate the plans for future construction on said property. Currently, the City and The Boys and Girls Club of Miami, Inc. are in conversations regarding the specifics on a management and operations agreement for a new facility which would be located in generally the same area that may expand their current capacity significantly and encompass additional programming

after the demolition of the building now in place. At the time the Boys and Girls Club of Miami, Inc. secures funding and permitting they will terminate this lease agreement and move to a temporary site during construction. This is projected to occur within the next three years.

The Lease Agreement, as negotiated, includes the following additional terms and conditions:

- BASE RENT:
  The Boys and Girls Club of Miami, Inc. will pay an annual Base Rent in the amount of One Dollar ($1).

- OPERATION, MAINTENANCE and REPAIR:
  The Boys and Girls Club of Miami, Inc. has agreed to be solely responsible for the operation, maintenance, and repair of the premises.

- TENANT RESPONSIBILITIES FOR UTILITIES:
  The Boys and Girls Club of Miami, Inc. has agreed to pay charges for water, gas, electricity, sewer, cable, telephone and any other utility service provided to the facility including, without limitation, all hookup fees and impact fees.

As required by Section 82-38 of the Code of the City of Miami Beach, the Planning Department's analysis of the proposed lease is attached as Exhibit 1.

Based on the foregoing, the Administration recommends that the Mayor and City Commission approve the attached Lease Agreement between the City and the Boys and Girls Club of Miami, Inc. for the use of the one story building located within Flamingo Park encompassing approximately 4,450 square feet of City-owned property for a term of three years commencing on August 1, 2006 and ending on July 31, 2009 with two additional three year renewal terms, at the City's sole discretion; further waiving by 5/7ths vote, the competitive bidding and appraisal requirements, as required by Section 82-39 of the Miami Beach City Code, finding such waiver to be in the best interest of the City; and further setting a public hearing on July 12,2006, pursuant to the second reading (and final approval) of the lease agreement.

JMG/TH/ACV/mis

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EXHIBIT 1

CITY OF MIAMI BEACH
Planning Department
Interoffice Memorandum

To: Tim Hemstreet
Assistant City Manager

Date: May 24, 2006

From: Jorge G. Gomez, AICP for JG
Planning Director

Subject: Analysis of Proposed Lease with Boys and Girls Club of Miami, Inc.
Flamingo Park – 1000 12th Street

Pursuant to your request, this memorandum will serve as an analysis of the lease Agreement between the City of Miami Beach and Boys and Girls Club of Miami, Inc. for the use of the City-owned building within Flamingo Park located at 1000 12th Street.

Section 82-38 of the Code of the City of Miami Beach requires that any proposed sale or lease of City-owned land be analyzed from a planning perspective so that the City Commission and the public are fully appraised of all conditions relating to the proposed sale or lease. The following is an analysis of the criteria delineated in the Code:

1. **Whether or not the proposed use is in keeping with city goals and objectives and conforms to the city comprehensive plan.**

   Consistent - The property is located within the ROS Recreation and Open Space future land use category, and surrounded by the RM-1 Residential Multiple Family Low Intensity and RS Residential Single Family future land use categories. The lease agreement between the City and Boys and Girls Club of Miami, Inc. is consistent with the future land use category description contained in the Comprehensive Plan.

2. **The impact on adjacent property, including the potential positive or negative impacts such as diminution of open space, increased traffic, noise level or enhanced property values, improved development patterns and provision of necessary services. Based on the proposed use of the property, the city shall determine the potential impact of the project on city utilities and other infrastructure needs and the magnitude of costs associated with needed infrastructure improvements. Should it become apparent that further evaluation of traffic impact is needed, the proponent shall be responsible for obtaining a traffic impact analysis from a reputable traffic engineer.**

   Consistent - The property subject to the lease is in Flamingo Park, which is appropriate to be used for recreational purposes. There would be no diminution of open space as no new construction is being proposed. No additional utility or

infrastructure is expected to be necessary.

3. **A determination as to whether or not the proposed use is in keeping with a public purpose and community needs, such as expanding the city's revenue base, creating jobs, creating a significant revenue stream, and improving the community's overall quality of life.**

   Consistent - This proposal will accrue funds to the City, and there is a potential to create additional jobs. The revenue stream generated will help defray the cost of maintenance needs of Flamingo Park.

4. **Determination as to whether or not the development is in keeping with the surrounding neighborhood, will block views or create environmental intrusions, and evaluation of the design and aesthetic considerations of the project.**

   Consistent - The surrounding neighborhood consists of Flamingo Park residential area. The use of this building in Flamingo Park will not be out of character with the surrounding uses. View and environmental considerations are not applicable.

5. **The impact on adjacent properties, whether or not there is adequate parking, street and infrastructure needs.**

   Consistent – The impact on adjacent properties should be minimal, as the park is already used for a variety of recreational purposes. The use should be contained within the interior of the park. There is some parking available within and around the park, and the youth programs would be expected to utilize school buses or other transport options. No further infrastructure needs are anticipated.

6. **A determination as to whether or not alternatives are available for the proposed disposition, including assembly of adjacent properties, and whether the project could be accomplished under a private ownership assembly.**

   Not applicable - This is a City-owned park, of which this proposed use is a small portion of the available space. No assembly of land is necessary, nor would such be under private ownership.

7. **Within the constraints of public objectives, the department should examine financial issues such as job generation, providing housing opportunities, and the return to the city for its disposition of property.**

The proposed lease agreement will help to defray the cost of maintenance of the park. No housing opportunities will be created.

8. **Such other issues as the Planning Department may deem appropriate in analysis of the proposed disposition.**

Not applicable - The Planning Department has no other issues it deems appropriate to analyze for this proposal.

JGG/RGL
F:\PLAN\$ALL\GEN_CORR\INTEROFF\Boys Club.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON FIRST READING, A LEASE AGREEMENT BETWEEN THE CITY AND THE BOYS AND GIRLS CLUB OF MIAMI, INC., FOR USE OF THE ONE STORY BUILDING LOCATED WITHIN FLAMINGO PARK, ENCOMPASSING APPROXIMATELY 4,450 SQUARE FEET OF CITY-OWNED PROPERTY, FOR AN INITIAL THREE (3) YEAR TERM, COMMENCING ON AUGUST 1, 2006, AND ENDING ON JULY 31, 2009, WITH TWO (2) ADDITIONAL THREE (3) YEAR RENEWAL TERMS, AT THE CITY'S SOLE DISCRETION; FURTHER WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS, AS REQUIRED BY SECTION 82-39 OF THE MIAMI BEACH CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND FURTHER SETTING A PUBLIC HEARING ON JULY 12, 2006, FOR THE SECOND READING (AND FINAL APPROVAL) OF THE LEASE AGREEMENT

WHEREAS, on January 13, 1995, the Mayor and City Commission adopted Resolution No. 95-21465, authorizing an agreement between the City and the Boys and Girls Club of Miami, Inc. for the purpose of providing programs/activities/classes during after-school and summer vacation hours; and

WHEREAS, this agreement expired on April 4, 1999, and continued on a month-to-month basis; and

WHEREAS, on July 18, 2001 the Mayor and City Commission adopted Resolution No. 2001-24529, approving a lease of the City-owned building in Flamingo Park, encompassing approximately 4,450 square feet (the Property), for a term of four (4) years and 364 days, commencing on August 1, 2001, and ending on July 30, 2006; and

WHEREAS, the Boys and Girls Club of Miami, Inc. has expressed an interest in continuing to occupy the Property and, accordingly, the Administration has negotiated the attached Lease Agreement, for an initial term of three (3) years, commencing on August 1, 2006, and ending on July 31, 2009, with two (2) additional three (3) year renewal terms, at the City's sole discretion (the Agreement); and

WHEREAS, Section 82-39 of the Miami Beach City Code, governing the sale/lease of public property, as amended, requires a competitive bidding process, a Planning Department analysis, and an independent appraisal to determine the value of the leasehold interest, as well as two (2) readings of the proposed lease, with the second (and final) reading followed by an advertised public hearing to obtain citizen input; and

WHEREAS, the Administration would hereby recommend that the Mayor and City Commission approve the attached Lease Agreement on first reading, and hereby set the public hearing for second reading and final approval of the Agreement; and

WHEREAS, Section 82-39, as amended, further provides for the waiver of the competitive bidding and appraisal requirements, by 5/7ths vote of the Mayor and City Commission, upon a finding by the Mayor and City Commission that the public interest would be served by waiving such conditions; the Administration would also hereby recommend that the Mayor and City Commission

approve said waiver.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve, on first reading, the attached Lease Agreement between the City and the Boys and Girls Club of Miami, Inc., for the use of the one story building located within Flamingo Park, encompassing approximately 4,450 square feet of City-owned property, for a term of three (3) years, commencing on August 1, 2006, and ending on July 31, 2009, with two (2) additional three (3) year renewal terms, at the City's sole discretion; further waiving, by 5/7ths vote, the competitive bidding and appraisal requirements, as required by Section 82-39 of the Miami Beach City Code, finding such waiver to be in the best interest of the City; and further setting a public hearing on July 12,2006, for the second reading (and final approval) of the Lease Agreement.

PASSED and ADOPTED this 7th day of June, 2006.

ATTEST:

CITY CLERK	**MAYOR**

JMG\TH\ACV\mis

F:\DDHP\$ALL\ASSET\FLAMINGO\B&GC.Lease.RES.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 5/18/06 Date

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this _____ day of _____, 2006, by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, (hereinafter referred to as "City" or "Landlord"), and the **BOYS AND GIRLS CLUB OF MIAMI, INC.**, a not-for-profit corporation established in accordance with State of Florida requirements, (hereinafter referred to as "Tenant").

1. Demised Premises.
City, in consideration of the rentals hereinafter reserved to be paid and of the covenants, conditions and agreements to be kept and performed by the Tenant, hereby leases, lets and demises to the Tenant, and Tenant hereby leases and hires from the City, those certain premises hereinafter referred to as the "Demised Premises", located in the City of Miami Beach, 1000 12th Street, Miami Beach, Florida, 33139, and more fully described as follows:

> The one story building located within Flamingo Park, encompassing approximately four thousand four hundred fifty (4,450 sq. ft.) square feet, as more specifically delineated in Exhibit 1, attached hereto and hereby made part of this Lease Agreement (Agreement).

In the event Tenant desires to use any other portion, including but not limited to courts, fields, playgrounds, pools and amenities, of Flamingo Park, other than the Demised Premises, prior arrangements must be made through, and approved in writing by, the City's Parks and Recreation Department Director. To that end, and in each instance, Tenant agrees to submit a written request no less than sixty (60) days in advance of the first date the use (of any portion of Flamingo Park, or all or any portion of any facility thereto) is requested, and the City (through its Parks and Recreation Director) shall use reasonable efforts to respond no later than fourteen (14) days after receipt of Tenant's written request. Approval for any of the aforestated requests shall be given (if at all) at the sole and reasonable discretion of the Director. Notwithstanding the preceding, Tenant agrees and understands that in no event shall the City's failure to respond within said fourteen (14) day period be considered to be an approval of Tenant's request.

2. Term.

2.1 Tenant shall be entitled to have and to hold the Demised Premises for an initial term of three (3) years, commencing on the **1st** day of **August**, **2006** (Commencement Date), and ending on the **31st** day of **July**, **2009**.

2.2 (i) Provided Tenant is in good standing and free from default(s) hereunder, and (ii) upon written notice from Tenant, which notice shall be submitted to the City Manager no earlier than one hundred twenty (120) days, but in any case no later than sixty (60) days, prior to the expiration of the initial term (or

any renewal term, as the case may be), this Agreement may be extended by the City Manager, in his sole discretion (as the Chief Operating Officer of the City), for two (2) additional three (3) year terms. Any extensions, if approved, shall be memorialized in writing and signed by the parties hereto (with the City hereby designating the City Manager as the individual authorized to execute such extension on its behalf).

In the event that the City Manager determines, in his sole discretion, not to extend or renew this Agreement (upon expiration of the initial term or any renewal term, as the case may be), the City Manager shall notify Tenant of same in writing, which notice shall be provided to Tenant within thirty (30) business days of the City Manager's receipt of Tenant's written notice.

2.3 **Notwithstanding Subsections 2.1 and 2.2 herein, this Agreement may be terminated by either party, without cause and for convenience, at any time during the Term (or any renewal term, as the case may be), upon furnishing thirty (30) days written notice to the other party.**

3. Rent.

3.1 Base Rent:
Base Rent for the Demised Premises shall begin to accrue on August 1, 2006 (the Commencement Date).

3.1.1 Throughout the Term herein, the Base Rent for the Demised Premises shall be One ($1.00) Dollar per year, payable by Tenant in advance, annually, commencing on the Commencement Date and, thereafter, (annually) on each anniversary of the Commencement Date.

3.1.2 Concurrent with the payment of the Base Rent, Tenant, if applicable, shall also include any and all additional sums for all applicable sales and use tax, now or hereafter prescribed by Federal, State or local law.

3.2 Additional Rent:
Tenant shall also pay, as "Additional Rent", any and all other tax(es), including without limitation, Property Taxes, imposed, levied or assessed against the Demised Premises, or any other charge or payment required here by any governmental authority having jurisdiction there over, even though the taxing statute or ordinance may purport to impose such tax against the City.

4. Location for Payments.
All rents or other payments due hereunder shall be paid to the City of Miami Beach at the following address:

City of Miami Beach
Finance Department
c/o Revenue Supervisor
1700 Convention Center Drive
Miami Beach, Florida 33139

5. Parking.
Intentionally Omitted.

6. Security Deposit.
Intentionally Omitted.

7. Use and Possession of Demised Premises.

7.1 The Demised Premises shall be used by the Tenant solely as a public recreation center to be used for the purpose of providing children with after school and Summer programs including, but not limited to, sports, arts and computer education. Said Premises shall be open for operation a minimum of five (5) days a week, with normal hours of operation being from Monday through Friday, 8:00 A.M. to 7:00 P.M. These days and hours of operation may be extended up to seven (7) days per week, and up to 9:00 P.M. daily, at Tenant's option. Tenant shall not otherwise modify the days or hours of operation without the prior written approval of the City Manager, which approval shall not be unreasonably withheld. Nothing herein contained shall be construed to authorize hours contrary to the laws governing such operations.

7.2 It is understood and agreed that the Demised Premises shall be used by the Tenant during the Term of this Agreement only for the above purposes, and for no other purposes or uses whatsoever. Tenant will not make or permit any use of the Demised Premises that, directly or indirectly, is forbidden by law, ordinance or government regulation, or that may be dangerous to life, limb or property. Tenant may not commit (nor permit) waste on the Demised Premises, nor permit the use of the Demised Premises for any illegal purposes, commit a nuisance on the Demised Premises. In the event that the Tenant uses the Demised Premises (or otherwise allows the Demised Premises to be used) for any purposes not expressly permitted herein, or permits and/or allows any prohibited uses as provided herein, then the City may declare this Agreement in default pursuant to Section 18, or without notice to Tenant, restrain such improper use by injunction or other legal action.

7.3 Tenant shall also maintain its not-for-profit status in full force and effect, and in good standing, throughout the Term herein.

8. Improvements.

8.1 Tenant accepts the Demised Premises in their present "as is" condition and

shall, at its own cost and expense, construct or cause to be constructed, all interior and exterior improvements and maintenance to the Demised Premises, as reasonably necessary for it to carry on its permitted use(s), as set forth in Section 7. The plans for such improvements shall be submitted to the City for the City's prior written consent, which will not be unreasonably withheld or delayed. All permanent (fixed) improvements to the Demised Premises shall remain the property of the City upon termination and/or expiration of this Agreement. Upon termination and/or expiration of this Agreement, all personal property and non-permanent trade fixtures may be removed by the Tenant from the Demised Premises without damage to the Demised Premises. Tenant will permit no liens to attach to the Demised Premises arising from, connected with, or related to the design and construction of any improvements. Moreover, such construction shall be accomplished through the use of licensed, reputable contractors who are acceptable to the City. Any and all permits and or licenses required for the installation of improvements shall be the sole cost and responsibility of Tenant.

8.2 Notwithstanding Subsection 8.1 above, upon termination and/or expiration of this Agreement, and at City's sole option and discretion, any and all alterations or additions made by Tenant to or in the Demised Premises shall, upon written request from the City, be promptly removed by Tenant at its cost and expense, and Tenant further hereby agrees, in such event, to restore the Demised Premises to their original condition prior to the Commencement Date of this Agreement.

8.3 The above requirements for submission of plans and the use of specific contractors shall not apply to improvements (which term, for purposes of this Subsection 8.3 only, shall also include improvements as necessary for Tenant's maintenance and repair of the Demised Premises) which do not exceed $1,000.00, provided that the work is not structural, and provided that it is permitted by applicable law.

9. Landlord's Right of Entry.

9.1 The City, or its authorized agent or agents, shall have the right to enter upon the Demised Premises at all reasonable times for the purpose of inspecting same, preventing waste, making such repairs as the City may consider necessary, and for the purpose of preventing fire, theft or vandalism. However, the City agrees that whenever reasonably possible, the City shall provide reasonable notice to Tenant, unless the need to enter the Demised Premises is an emergency, as deemed by the City, at its sole discretion, which if not immediately addressed could cause property damage, loss of life or limb, or other injury to persons. Nothing herein shall imply any duty on the part of the City to do any work that under any provisions of this Agreement the Tenant may be required to perform, and the performance thereof by the City shall not constitute a waiver of the Tenant's default.

9.2 If the Tenant shall not be personally present to open and permit entry into the Demised Premises at any time, for any reason, and any entry thereon shall be necessary or permissible, the City, or its agents, may enter the Demised Premises by master key, or may forcibly enter the Demised Premises without rendering the City or such agents liable therefore.

9.3 Tenant shall furnish the City with duplicate keys to all locks including exterior and interior doors upon the Commencement Date of this Agreement. Tenant shall not change the locks to the Demised Premises without the prior written consent of the City, not to be unreasonably withheld, and in the event such consent is given Tenant shall furnish the City with duplicate keys to said locks in advance of their installation.

10. Tenant's Insurance.

10.1 The Tenant shall, at its sole cost and expense, comply with all insurance requirements of the City. It is agreed by the parties that the Tenant shall not occupy the Demised Premises until proof of the following insurance coverages have been furnished to and approved by the City's Risk Manager:

10.1.1 Comprehensive General Liability in the minimum amount of $1,000,000 per occurrence for bodily injury and property damage. The City of Miami Beach must be named as additional insured parties on this policy.

10.1.2 Workers Compensation and Employers Liability coverage in accordance with Florida statutory requirements.

10.1.3 All-Risks property and casualty insurance, written at a minimum of 80% of replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the Demised Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Agreement) and all leasehold improvements installed in the Demised Premises by or on behalf of Tenant.

10.2 Proof of these coverages must be provided by submitting original certificates of insurance. All policies must provide thirty (30) days written notice of cancellation to both the City's Risk Manager and Asset Manager at 1700 Convention Center Drive, Miami Beach, Florida, 33139. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and must have a rating of B+:VI or better per A.M. Best's Key Rating Guide, latest edition, and certificates are subject to the approval of the City's Risk Manager.

11. Property Taxes and Assessments.
For the purposes of this Section and other provisions of this Agreement:

11.1 The term "Property Taxes" shall mean (i) the real estate taxes, assessments, and special assessments of any kind which may be imposed upon the Demised Premises and/or the tax lot upon which the Demised Premises (the "Building") is constructed (the "Land"), and (ii) any expenses incurred by the City in obtaining a reduction of any such taxes or assessments.

11.2 The term "Property Tax Year" shall mean the period of twelve (12) calendar months, beginning on January 1st of each year.

11.3 Tenant shall pay, as Additional Rent pursuant to Section 3.2, for such Property Tax Year an amount ("Property Tax Payment") equal to Tenant's proportionate share of the Property Taxes (if any) for such Property Tax Year; said proportionate share to be determined by the City based upon the ratio of the Demised Premises to the tax lot. If a Property Tax Year ends after the expiration or termination of the term of this Agreement, the Property Tax Payment therefore shall be prorated to correspond to that portion of such Property Tax Year occurring within the term of this Agreement. The Property Tax Payment shall be payable by Tenant immediately upon receipt of notice from the City. A copy of the tax bill(s) or other evidence of such taxes issued by the taxing authorities, together with the City's computation of the Property Tax Payment, will be made available to Tenant once received from the taxing authorities, if requested by Tenant. Tenant shall pay any difference in the amount between the estimated property taxes and the actual property taxes to the City immediately, upon receipt of request for said payment from the City.

12. Assignment and Subletting.

12.1. Tenant shall not have the right to assign or sublet the Demised Premises, in whole or in part, without the prior written consent of the City. Such written consent is not a matter of right and the City is not obligated to give such consent. If granted, the making of any assignment or sublease will not release Tenant from any of its obligations under this Agreement.

12.2 Any consent by the Landlord to any act of assignment shall apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of the Tenant, or the legal representatives or assigns of the Tenant, to obtain from the City consent to any other or subsequent assignment.

13. Operation, Maintenance and Repair.

13.1 Tenant shall be solely responsible for the operation, maintenance and repair of the Demised Premises. Tenant shall, at its sole cost and expense, maintain the Demised Premises, and the fixtures and appurtenances therein, and shall make all repairs thereto, as and when needed, to preserve them in good working order and condition. Tenant shall be responsible for all interior

walls and the interior and exterior of all windows and doors, as well as immediate replacement of any and all plate glass or other glass in the Demised Premises which may become broken using glass of the same or better quality.

The City shall be responsible for the maintenance of the roof, the structural exterior of the building, and the structural electrical and plumbing (other than plumbing surrounding any sink within the Demised Premises).

Tenant agrees and understands that while the City has provided a **heating/ventilation/air-conditioning (HVAC) system** for the Demised Premises, the City shall require that Tenant obtain, and continuously maintain in good standing, at Tenant's expense, throughout the Term of this Agreement, a maintenance and repair contract, approved by the City, with a service company previously approved in writing by the City, providing for the preventative maintenance and repair of all **HVAC equipment** servicing the Demised Premises. Tenant shall provide the City, in writing, within ten (10) business days, the name(s) and telephone number(s) of service company(ies) for the City's review and approval. Tenant shall provide a copy of a current, enforceable and fully executed maintenance and repair contract, no later than ten (10) business days after receipt of the City's approval of the service company, as proof of Tenant's compliance with this Subsection.

13.2 All damage or injury of any kind to the Demised Premises and to its fixtures, glass, appurtenances, and equipment, if any, or to the building fixtures, glass, appurtenances, and equipment, if any, except damage caused by the wrongful acts or negligence of the City, shall be the obligation of Tenant, and shall be repaired, restored or replaced promptly by Tenant at its sole cost and expense to the satisfaction of the City.

13.3 All of the aforesaid repairs, restorations and replacements shall be in quality and class equal to or better than the original work or installations and shall be done in good and workmanlike manner.

13.4 If Tenant fails to make such repairs or restorations or replacements, the same may be made by the City, at the expense of Tenant, and all sums spent and expenses incurred by the City shall be collectable by the City and shall be paid by Tenant within ten (10) days after rendition of a bill or statement thereof.

13.5 It shall be Tenant's obligation to insure that any renovations, repairs and/or improvements made by Tenant to the Demised Premises comply with all applicable building codes and life safety codes of governmental authorities having jurisdiction.

13.6 <u>Tenant Responsibilities for Utilities.</u>
Tenant is solely responsible for and shall promptly pay when due all charges

for water, gas, electricity, sewer, cable, telephone and any other utility service provided to the Demised Premises, including, without limitation, all hook-up fees and impact fees. In addition to other rights and remedies hereinafter reserved to the City, upon the failure of Tenant to pay for such utility services when due, City may elect to pay same whereby Tenant agrees to promptly reimburse the City upon demand. In no event, however, shall the City be liable for an interruption or failure in the supply of any utilities or services to the Demised Premises.

13.7 **IN ALL OTHER RESPECTS, THE DEMISED PREMISES ARE BEING LEASED IN THEIR PRESENT "AS IS" CONDITION.**

14. Governmental Regulations.
The Tenant covenants and agrees to fulfill and comply with all statutes, ordinances, rules, orders, regulations, and requirements of any and all governmental bodies, including but not limited to Federal, State, Miami-Dade County, and City governments, and any and all of their departments and bureaus applicable to the Demised Premises and shall also comply with and fulfill all rules, orders, and regulations for the prevention of fire, all at Tenant's own cost and expense. The Tenant shall pay all cost, expenses, claims, fines, penalties, and damages that may be imposed because of the failure of the Tenant to comply with this Section, and shall indemnify and hold harmless the City from all liability arising from each non-compliance.

15. Liens.
Tenant will not permit any mechanics, laborers, or materialman's liens to stand against the leased premises or improvements for any labor or materials to Tenant or claimed to have been furnished to Tenant's agents, contractors, or sub-tenants, in connection with work of any character performed or claimed to have performed on said premises, or improvements by or at the direction or sufferance of the Tenant, provided however, Tenant shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, Tenant shall give the City reasonable security as may be demanded by the City to insure payment thereof and prevent sale, foreclosure, or forfeiture of the premises or improvements by reasons of such non-payment. Such security need not exceed one and one half (1½) times the amount of such lien or such claim of lien. Such security shall be posted by Tenant within ten (10) days of written notice from the City, or Tenant may "bond off" the lien according to statutory procedures. Tenant will immediately pay any judgment rendered with all proper cost and charges and shall have such lien released or judgment satisfied at Tenant's own expense.

16. Enforcement.
Tenant agrees to pay the Base Rent, Additional Rent, and any other amounts as may be due and payable by Tenant under this Agreement, at the time and in the manner provided herein, and should said rents and/or other additional amounts due herein provided, at any time remain due and unpaid for a period of fifteen (15) days after the same shall become due, the City may exercise any or all options available

to it hereunder, which options may be exercised concurrently or separately, or the City may pursue any other remedies enforced by law.

17. Condemnation.

17.1 If at any time during the term of this Agreement and any renewal term hereunder, all or any part or portion of the Demised Premises is taken, appropriated, or condemned by reason of Eminent Domain proceedings (except if the Eminent Domain proceedings are initiated by the City of Miami Beach), then this Agreement shall be terminated as of the date of such taking, and shall thereafter be completely null and void, and neither of the parties hereto shall thereafter have any rights against the other by reason of this Agreement or anything contained therein, except that any rent prepaid beyond the date of such taking shall be prorated to such date, and the Tenant shall pay any and all rents, additional rents, utility charges, or other costs including excess taxes for which it is liable under the terms of this Agreement, up to the date of such taking.

17.2 Except as hereunder provided, Tenant shall not be entitled to participate in the proceeds of any award made to the City in any such Eminent Domain proceeding, excepting, however, the Tenant shall have the right to claim and recover from the condemning authority, but not from the City, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reasons of the condemnation and for or on account of any cost or loss which Tenant might incur in removing Tenant's furniture and fixtures.

18. Default.

18.1 Default by Tenant:
At the City's option, any of the following shall constitute an Event of Default under this Agreement:

18.1.1 The Base Rent, Additional Rent, or any installment thereof, is not paid promptly when and where due within fifteen (15) days of due date, and if Tenant shall not cure such failure within five (5) days after receipt of written notice from the City specifying such default;

18.1.2 Any other payment provided for under this Agreement is not paid promptly when and where due;

18.1.3 The Demised Premises shall be deserted, abandoned, or vacated;

18.1.4 The Tenant shall fail to comply with any material term, provision, condition or covenant contained herein other than the payment of rent and shall not cure such failure within thirty (30) days after the receipt of written notice from the City specifying any such default;

or such longer period of time acceptable to the City, at its sole discretion;

18.1.5 Receipt of notice of violation from any governmental authority having jurisdiction dealing with a law, code, regulation, ordinance or the like, which remains uncured for a period of thirty (30) days from its issuance, or such longer period of time acceptable to the City, at its sole discretion;

18.1.6 Any petition is filed by or against Tenant under any section or chapter of the Bankruptcy Act, as amended, which remains pending for more than sixty (60) days, or any other proceedings now or hereafter authorized by the laws of the United States or of any state for the purpose of discharging or extending the time for payment of debts;

18.1.7 Tenant shall become insolvent;

18.1.8 Tenant shall make an assignment for benefit of creditors;

18.1.9 A receiver is appointed for Tenant by any court and shall not be dissolved within thirty (30) days thereafter; or

18.1.10 The leasehold interest is levied on under execution.

19. Rights on Default.

19.1 Rights on Default:
In the event of any default by Tenant as provided herein, City shall have the option to do any of the following in addition to and not in limitation of any other remedy permitted by law or by this Agreement;

19.1.1 Terminate this Agreement, in which event Tenant shall immediately surrender the Demised Premises to the City, but if Tenant shall fail to do so the City may, without further notice, and without prejudice to any other remedy the City may have for possession or arrearages in rent or damages for breach of contract, enter upon Demised Premises and expel or remove Tenant and its effects in accordance with law, without being liable for prosecution or any claim for damages therefore, and Tenant agrees to indemnify and hold harmless the City for all loss and damage which the City may suffer by reasons of such Agreement termination, whether through inability to re-let the Demised Premises, or through decrease in rent, or otherwise.

19.1.2 Declare the entire amount of the Base Rent and Additional Rent which would become due and payable during the remainder of the term of this Agreement to be due and payable immediately, in

which event Tenant agrees to pay the same at once, together with all rents therefore due, at the address of the City, as provided in the Notices section of this Agreement; provided, however, that such payment shall not constitute a penalty, forfeiture, or liquidated damage, but shall merely constitute payment in advance of the rents for the remainder of said term and such payment shall be considered, construed and taken to be a debt provable in bankruptcy or receivership.

19.1.3 Enter the Demised Premises as the agent of Tenant, by force if necessary, without being liable to prosecution or any claim for damages therefore, remove Tenant's property there from, and re-let the Demised Premises, or portions thereof, for such terms and upon such conditions which the City deems, in its sole discretion, desirable, and to receive the rents therefore, and Tenant shall pay the City any deficiency that may arise by reason of such re-letting, on demand at any time and from time to time at the office of the City; and for the purpose of re-letting, the City may (i) make any repairs, changes, alterations or additions in or to said Demised Premises that may be necessary or convenient; (ii) pay all costs and expenses therefore from rents resulting from re-letting; and (iii) Tenant shall pay the City any deficiency as aforesaid.

19.1.4 Take possession of any personal property owned by Tenant on said Demised Premises and sell the same at public or private sale, and apply same to the payment of rent due, holding the Tenant liable for the deficiency, if any.

19.1.5 It is expressly agreed and understood by and between the parties hereto that any installments of rent accruing under the provisions of this Agreement which shall not be paid when due shall bear interest at the maximum legal rate of interest per annum then prevailing in Florida from the date when the same was payable by the terms hereof, until the same shall be paid by Tenant. Any failure on the City's behalf to enforce this Section shall not constitute a waiver of this provision with respect to future accruals of past due rent. No interest will be charged for payments made within the grace period, such grace period to be defined as within five days of the due date. In addition, there will be a late charge of Fifty ($50.00) Dollars for any payments submitted after the grace period.

19.1.6 If Tenant shall default in making any payment of monies to any person or for any purpose as may be required hereunder, the City may pay such expense but the City shall not be obligated to do so. Tenant upon the City's paying such expense shall be obligated to forthwith reimburse the City for the amount thereof. All sums of money payable by Tenant to the City hereunder shall be deemed

as rent for use of the Demised Premises and collectable by the City from Tenant as rent, and shall be due from Tenant to the City on the first day of the month following the payment of the expense by the City.

19.1.7 The rights of the City under this Agreement shall be cumulative but not restrictive to those given by law and failure on the part of the City to exercise promptly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

19.2 Default by City:
The failure of the City to perform any of the covenants, conditions and agreements of this Agreement which are to be performed by the City and the continuance of such failure for a period of thirty (30) days after notice thereof in writing from Tenant to the City (which notice shall specify the respects in which Tenant contends that the City failed to perform any such covenant, conditions and agreements) shall constitute a default by the City, unless such default is one which cannot be cured within thirty (30) days because of circumstances beyond the City's control, and the City within such thirty (30) day period shall have commenced and thereafter shall continue diligently to prosecute all actions necessary to cure such defaults.

However, in the event the City fails to perform within the initial 30 day period provided above, and such failure to perform prevents Tenant from operating its business in a customary manner and causes an undue hardship for the Tenant, then such failure to perform (regardless of circumstances beyond its control) as indicated above, shall constitute a default by the City.

19.3 Tenant's Rights on Default:
If an event of the City's default shall occur, Tenant, to the fullest extent permitted by law, shall have the right to pursue any and all remedies available at law or in equity, including the right to sue for and collect damages, including reasonable attorney fees and costs, to terminate this Agreement (and all of its obligations hereunder by giving notice of such election to the City, whereupon this Agreement shall terminate as of the date of such notice), to specifically enforce Tenant's rights; and/or to enjoin the City.

20. Indemnity Against Costs and Charges.

20.1 The Tenant shall be liable to the City for all costs and charges, expenses, reasonable attorney's fees, and damages which may be incurred or sustained by the City, by reason of the Tenant's breach of any of the provisions of this Agreement. Any sums due the City under the provisions of this item shall constitute a lien against the interest of the Tenant and the Demised Premises and all of Tenant's property situated thereon to the same extent and on the same conditions as delinquent rent would constitute a lien on said premises and property.

20.2 If Tenant shall at any time be in default hereunder, and if the City shall deem it necessary to engage an attorney to enforce the City's rights and Tenant's obligations hereunder, the Tenant will reimburse the City for the reasonable expenses incurred thereby, including, but not limited to, court costs and reasonable attorney's fees, whether suit be brought or not and if suit be brought, then Tenant shall be liable for expenses incurred at both the trial and appellate levels.

21. Indemnification Against Claims.

21.1 The Tenant shall indemnify and save the City harmless from and against any and all claims or causes of action (whether groundless or otherwise) by or on behalf of any person, firm, or corporation, for personal injury or property damage occurring upon the Demised Premises or upon any parking lot or other facility or appurtenance used in connection with the Demised Premises, occasioned in whole or in part by any of the following:

21.1.1 An act or omission on the part of the Tenants, or any employee, agent, invitee, or guest, assignee or sub-tenant of the Tenant;

21.1.2 Any misuse, neglect, or unlawful use of the Demised Premises or the building in which the Demised Premises is located or any of its facilities by Tenant, or any employee, agent, invitee, or guest, assignee or sub-tenant or the Tenant, but not to include trespassers upon the Demised Premises;

21.1.3 Any breach, violation, or non-performance of any undertaking of the Tenant under this Agreement;

21.1.4 Anything growing out of the use or occupancy of the Demised Premises by the Tenant or anyone holding or claiming to hold through or under this Agreement.

21.2 Tenant agrees to pay all damages to the Demised Premises or other facilities used in connection therewith, caused by the Tenant or any employee, guest, or invitee of the Tenant.

22. Signs and Advertising.
Without the prior written consent of the City, Tenant shall not permit the painting and display of any additional signs, plaques, lettering or advertising material of any kind on or near the Demised Premises. All additional signage shall comply with signage standards established by the City and comply with all applicable building codes, and any other municipal, County, State and Federal laws.

23. Effect of Conveyance.
Intentionally Omitted.

24. Damage to the Demised Premises.

24.1 The building in which the Demised Premises are located is insured under the City's fire insurance policy. If the Demised Premises shall be damaged by the elements or other casualty not due to Tenant's negligence, or by fire, but are not thereby rendered untenantable, as determined by the City, in its sole discretion, in whole or in part, and such damage is covered by the City's insurance, if any, (hereinafter referred to as "such occurrence"), the City, shall, as soon as possible after such occurrence, utilize the insurance proceeds to cause such damage to be repaired and the Rent shall not be abated. If by reason of such occurrence, the Demised Premises shall be rendered untenantable, as determined by the City, in its sole discretion, only in part, the City shall as soon as possible utilize the insurance proceeds to cause the damage to be repaired, and the Rent meanwhile shall be abated proportionately as to the portion of the Demised Premises rendered untenantable; provided however, if the Demised Premises are by reason of such occurrence, rendered more than 50% but less than 100% untenantable, as determined by the City, in its sole discretion, the City shall promptly obtain a good faith estimate of the time required to render the Demised Premises tenantable. If such time exceeds sixty (60) days, either party shall have the option of canceling this Agreement, which option shall be exercised by the party opting to cancel, in writing within ten (10) days of receipt of notice of same to the other party.

24.2 If the Demised Premises shall be rendered wholly untenantable by reason of such occurrence, the City shall have the option, but not the obligation, in its sole discretion, to utilize the insurance proceeds to cause such damage to be repaired and the Rent meanwhile shall be abated. However, the City shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after said occurrence, to elect not to reconstruct the destroyed Demised Premises, and in such event, this Agreement and the tenancy hereby created shall cease as of the date of said occurrence, the rent to be adjusted as of such date. If the Demised Premises shall be rendered wholly untenantable, the Tenant shall have the right, to be exercised by notice in writing, delivered to the City within thirty (30) days from and after said occurrence, to elect to terminate this Agreement, the Rent to be adjusted accordingly. Notwithstanding any clause contained in this Section, if the damage is not covered by the City's insurance, then the City shall have no obligation to repair the damage, but the City shall advise Tenant in writing within thirty (30) days of the occurrence giving rise to the damage and of its decision not to repair, and the Tenant may, at any time thereafter, elect to terminate this Agreement, and the Rent shall be adjusted accordingly.

25. Quiet Enjoyment.

The Tenant shall enjoy quiet enjoyment of the Demised Premises and shall not be evicted or disturbed in possession of the Demised Premises so long as Tenant complies with the terms of this Agreement.

26. Waiver.

26.1 It is mutually covenanted and agreed by and between the parties hereto that the failure of the City to insist upon the strict performance of any of the conditions, covenants, terms or provisions of this Agreement, or to exercise any option herein conferred, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect.

26.2 A waiver of any term expressed herein shall not be implied by any neglect of the City to declare a forfeiture on account of the violation of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

26.3 The receipt of any sum paid by Tenant to the City after breach of any condition, covenant, term or provision herein contained shall not be deemed a waiver of such breach, but shall be taken, considered and construed as payment for use and occupation, and not as rent, unless such breach be expressly waived in writing by the City.

27. Notices.
The addresses for all notices required under this Agreement shall be as follows, or at such other address as either party shall be in writing, notify the other:

LANDLORD:	City Manager City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139
With copies to:	Asset Manager City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139
TENANT:	Executive Director Boys & Girls Club of Miami, Inc. 2805 SW 32nd Avenue Miami, Florida 33133

All notices shall be hand delivered and a receipt requested, or by certified mail with Return receipt requested, and shall be effective upon receipt.

28. Entire and Binding Agreement.
This Agreement contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all

the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the City and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Agreement.

29. Provisions Severable.
If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. Captions.
The captions contained herein are for the convenience and reference only and shall not be deemed a part of this Agreement or construed as in any manner limiting or amplifying the terms and provisions of this Agreement to which they relate.

31. Number and Gender.
Whenever used herein, the singular number shall include the plural and the plural shall include the singular, and the use of one gender shall include all genders.

32. Governing Law.
This Agreement shall be governed by and construed in accordance with the law of the State of Florida.

33. Limitation of Liability.
The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of Ten Thousand ($10,000.00) Dollars and 00/100. Tenant hereby expresses its willingness to enter into this Agreement with the Tenant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of Ten Thousand (10,000.00) Dollars and 00/100. Accordingly, and notwithstanding any other term or condition of this Agreement, Tenant hereby agrees that the City shall not be liable to Tenant for damage in an amount in excess of Ten Thousand ($10,000.00) Dollars and 00/100 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this Section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

34. Surrender of the Demised Premises.
The Tenant shall, on or before the last day of the Term herein demised, or the sooner termination thereof, peaceably and quietly leave, surrender and yield upon to the City the Demised Premises, together with any and all equipment, fixtures, furnishings, appliances or other personal property, if any, located at or on the Demised Premises and used by Tenant in the maintenance, management or

operation of the Demised Premises, excluding any trade fixtures or personal property, if any, which can be removed without material injury to the Demised Premises, free of all liens, claims and encumbrances and rights of others or broom-clean, together with all structural changes, alterations, additions, and improvements which may have been made upon the Demised Premises, in good order, condition and repair, reasonable wear and tear excepted, subject, however, to the subsequent provisions of this Section. Any property which pursuant to the provisions of this Section is removable by Tenant on or at the Demised Premises upon the termination of this Agreement and is not so removed may, at the option of the City, be deemed abandoned by the Tenant, and either may be retained by the City as its property or may be removed and disposed of at the sole cost of the Tenant in such manner as the City may see fit. If the Demised Premises and personal property, if any, be not surrendered at the end of the Term as provided in this Section, the Tenant shall make good the City all damages which the City shall suffer by reason thereof, and shall indemnify and hold harmless the City against all claims made by any succeeding tenant or purchaser, so far as such delay is occasioned by the failure of the Tenant to surrender the Demised Premises as and when herein required.

35. Time is of the Essence.
Time is of the essence in every particular and particularly where the obligation to pay money is involved.

36. Attorneys Fees.
If it becomes necessary for City or Concessionaire to enforce their respective rights under this Agreement or any part hereof through litigation, Concessionaire and City agree that the prevailing party shall be entitled to recover from the other party all costs and expenses of such litigation, including a reasonable attorney's fee and costs, for all trial and appellate proceedings.

37. Venue.
This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

CITY AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT THE CITY AND TENANT MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.

38. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by the respective duly authorized officers and the respective corporate seals to be affixed this _____ day of _____, 2006.

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

BY: _____
Robert Parcher, City Clerk

BY: _____
David Dermer, Mayor

ATTEST:

BOYS & GIRLS CLUB OF MIAMI, INC.

BY: _____
Secretary

BY: _____
Alex Rodriguez-Roig,
Executive Director

_____
(Print Name)

CORPORATE SEAL
(affix here)

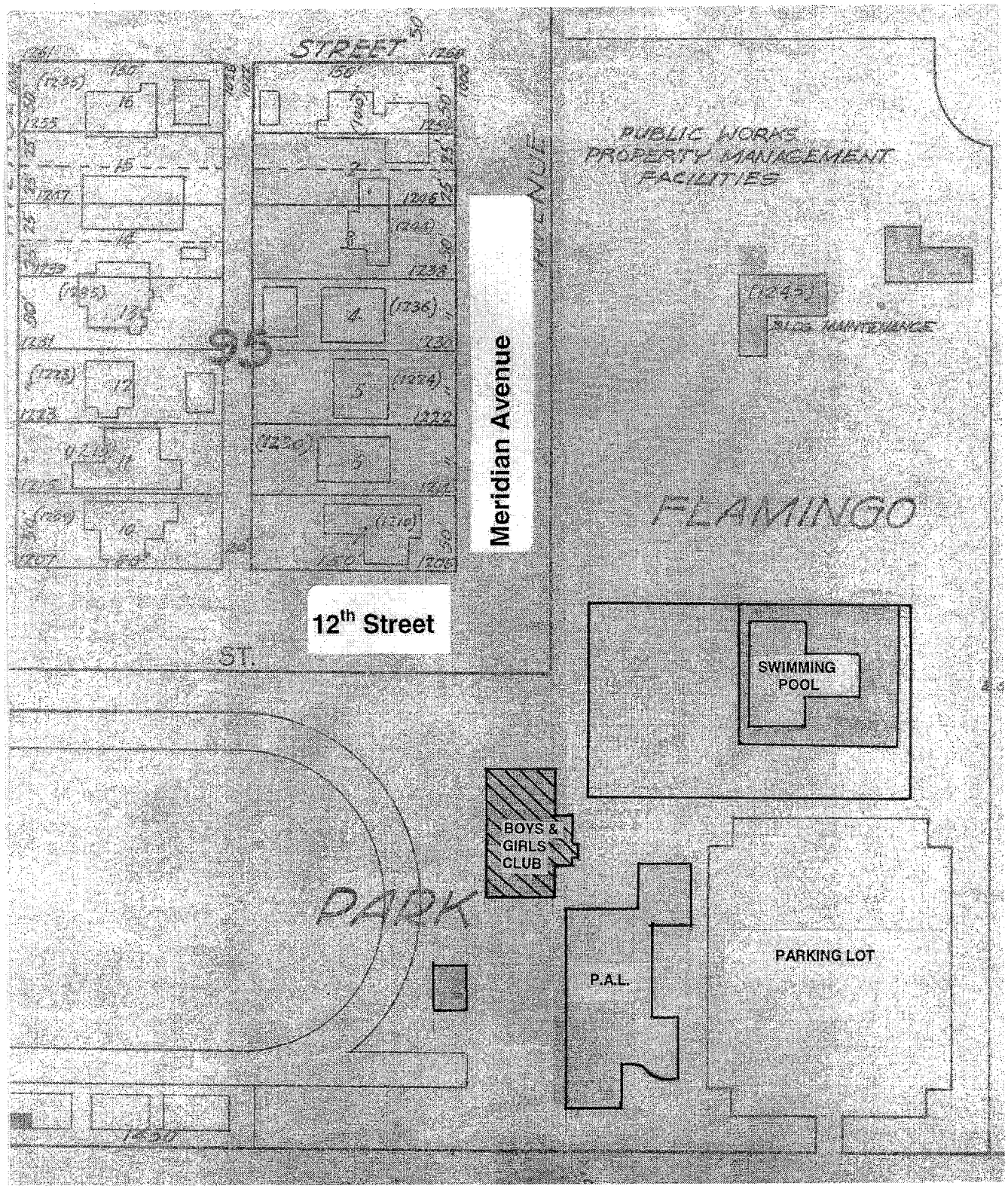
APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

5/18/04

City Attorney Date

F:\DDHP\$ALL\ASSET\FLAMINGO\B&GC.Lease.DOC

Exhibit 1


STREET
PUBLIC WORKS
PROPERTY MANAGEMENT
FACILITIES
Meridian Avenue
FLAMINGO
12th Street
ST.
SWIMMING
POOL
BOYS &
GIRLS
CLUB
PARK
P.A.L.
PARKING LOT

Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving, on first reading, a lease agreement between the City and The Sunrise Group, Inc., for use of approximately 2,500 square feet of City-owned property located at 8128 Collins Avenue (on the west side of Collins Avenue between 81st and 82nd Streets.)

Key Intended Outcome Supported:

Increase satisfaction with recreational programs.

Issue:

Should the Mayor and the City Commission approve the lease agreement.

Item Summary/Recommendation:

On March 10, 2005, the City issued a Request for Proposal (RFP) to assume the administration and management of the Log Cabin Training Center and its various programs. The City-owned building located at 8128 Collins Avenue, Miami Beach, Florida, provides a variety of vocational training services for developmentally disabled adults. The Sunrise Group, Inc. submitted the first-ranked proposal to a Request for Proposal (RFP).

On July 6th, 2005, the City Commission approved the Administration's recommendation to proceed with an agreement with The Sunrise Group, Inc. However, after careful consideration and extensive review, the Administration is recommending a lease agreement instead of a management agreement as they are not only taking over the program but also are currently occupying a City owned building. Additionally, Exhibit 2 of the lease includes specific language to ensure that existing programming and services remain the same and delineates the Development Services Monitoring by the City.

The Sunrise Group, Inc. will pay the City $600 per month ($7,200 per year) plus fixture rentals of $450 per month ($5,400 per year) and will be responsible for the operating expenses and interior/exterior building maintenance for the sole purpose of providing vocational training programs and support services (defined as Adult Day Training, Supported Employment, and Supported Living in the State of Florida Medicaid Waiver Services Manual).

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
	3			
	4			
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Vivian P. Guzman, Director, Neighborhood Services Department

Sign-Offs:

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2006\jun0706\consent\SunriseGroup.Lease.SUM.doc

MIAMIBEACH

AGENDA ITEM R7F
DATE 6-7-06

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON FIRST READING, A LEASE AGREEMENT BETWEEN THE CITY AND THE SUNRISE GROUP, INC., FOR USE OF APPROXIMATELY 2,500 SQUARE FEET OF CITY-OWNED PROPERTY, LOCATED AT 8128 COLLINS AVENUE (ON THE WEST SIDE OF COLLINS AVENUE BETWEEN 81ST AND 82ND STREETS) FOR THE PURPOSE OF OPERATING AND MANAGING A VOCATIONAL TRAINING SITE FOR DEVELOPMENTALLY DISABLED ADULTS, SAID LEASE HAVING AN INITIAL ONE (1) YEAR TERM, COMMENCING RETROACTIVELY ON SEPTEMBER 1, 2005, AND ENDING ON AUGUST 31, 2006, WITH TWO (2) ADDITIONAL ONE (1) YEAR RENEWAL TERMS, AT THE CITY'S SOLE DISCRETION; FURTHER WAIVING BY 5/7THS VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS, AS REQUIRED BY SECTION 82-39 OF THE MIAMI BEACH CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND FURTHER SETTING A PUBLIC HEARING ON JULY 12, 2006, FOR THE SECOND READING (AND FINAL APPROVAL) OF THE LEASE AGREEMENT**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City of Miami Beach established and maintained the Log Cabin Training Center from 1975 through 2005 as a service of the City designed to provide vocational training and support for developmentally disabled adults. The Center houses three programs: Adult Day Training (ADT), Supported Employment (SE) and Supported Independent Living (SIL).

On March 10, 2005, the City issued a Request for Proposal (RFP) to assume the administration and management of the Log Cabin Training Center and its various programs. The City-owned building located at 8128 Collins Avenue, Miami Beach, Florida, provides a variety of vocational training services for developmentally disabled adults. The Sunrise Group, Inc. submitted the first-ranked proposal to a Request for Proposal (RFP).

On July 6th, 2005, the City Commission approved the Administration's recommendation to proceed with an agreement with The Sunrise Group, Inc. However, after careful consideration and extensive review, and in light of their occupancy of a city-owned facility, the Administration is recommending a lease agreement instead of a management agreement. The lease agreement incorporates the Scope of Services requested in the RFP. Exhibit 2 of the attached lease includes specific language to ensure that existing programming and services remain the same and delineates the Development Services Monitoring by the City. Pending the formulation and approval of this lease agreement, the Sunrise Group, Inc. has paid rent through March 2006. The Sunrise Group, Inc. will bring the payments up-to-date upon execution of the attached lease agreement.

A companion lease agreement for the Log Cabin Enterprises, Inc., a nursery, is also being submitted to Commission for consideration and approval. This will allow the two entities to remain independent due to the relationship of client and provider, while allowing the City the benefit and protection of a lease agreement.

The Lease Agreement, as negotiated, includes the following additional terms and conditions:

- BASE RENT:
  The Sunrise Group, Inc. will pay an annual Base Rent in the amount of Seven Thousand Two Hundred Dollars ($7,200).

- ADDITIONAL RENT:
  The Sunrise Group, Inc. will pay annual furniture and fixtures rent in the amount of Five Thousand Four Hundred Dollars ($5,400).

- OPERATION, MAINTENANCE and REPAIR:
  The Log Cabin Enterprises, Inc. has agreed to be solely responsible for the operation, maintenance, and repair of the premises.

- TENANT RESPONSIBILITIES FOR UTILITIES:
  The Sunrise Group, Inc. has agreed to pay charges for water, gas, electricity, sewer, cable, telephone and any other utility service provided to the facility including, without limitation, all hookup fees and impact fees.

CONCLUSION

Based on the recommendation of the Log Cabin Training Center Selection Committee, the Administration recommends that the Mayor and City Commission approve the attached Lease Agreement between the City and the Sunrise Group, Inc. for the use of the one story building located at 8128 Collins Avenue, Miami Beach, Florida, encompassing approximately 2,500 square feet of City-owned property for a term of one year commencing retroactively on September 1, 2005 and ending on August 31, 2006 with two additional one year renewal terms, at the City's sole discretion; further waiving by 5/7ths vote, the competitive bidding and appraisal requirements, as required by Section 82-39 of the Miami Beach City Code, finding such waiver to be in the best interest of the City; and further setting a public hearing on July 12, 2006, pursuant to the second reading (and final approval) of the lease agreement.

JMG/HMF/VPG/mr

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON FIRST READING, A LEASE AGREEMENT BETWEEN THE CITY AND SUNRISE COMMUNITY, INC., FOR USE OF APPROXIMATELY 2,500 SQUARE FEET OF CITY-OWNED PROPERTY, LOCATED AT 8128 COLLINS AVENUE (ON THE WEST SIDE OF COLLINS AVENUE BETWEEN 81ST AND 82ND STREETS) FOR THE PURPOSE OF OPERATING AND MANAGING A VOCATIONAL TRAINING SITE FOR DEVELOPMENTALLY DISABLED ADULTS, SAID LEASE HAVING AN INITIAL ONE (1) YEAR TERM, COMMENCING RETROACTIVELY ON SEPTEMBER 1, 2005, AND ENDING ON AUGUST 31, 2006, WITH TWO (2) ADDITIONAL ONE (1) YEAR RENEWAL TERMS, AT THE CITY'S SOLE DISCRETION; FURTHER WAIVING BY 5/7THS VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS, AS REQUIRED BY SECTION 82-39 OF THE MIAMI BEACH CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND FURTHER SETTING A PUBLIC HEARING ON JULY 12, 2006, FOR THE SECOND READING (AND FINAL APPROVAL) OF THE LEASE AGREEMENT

WHEREAS, the City had been providing services for the developmentally disabled at the City-owned commonly referred to as the Log Cabin Training Center, located at 8128 Collins Avenue, from 1975 until 2005; and

WHEREAS, on March 10, 2005, the City issued Request For Proposals, No. 12-04/05 to identify a qualified provider to ensure the continued provision of services to the developmentally disabled population served at the Log Cabin Training Center (the RFP); and

WHEREAS, on July 6, 2005, the Mayor and City Commission selected Sunrise Community, Inc., as the top ranked firm pursuant to the RFP; and

WHEREAS, the Administration was authorized to negotiate an agreement with the Sunrise Community, Inc.; accordingly, the Administration recommended that a lease be negotiated for the City-owned building, located at 8128 Collins Avenue, encompassing approximately 2,500 square feet (the Property); and

WHEREAS, the Administration would hereby recommend that the Mayor and City Commission approve the attached Lease Agreement on first reading, and hereby set the public hearing for second reading and final approval of the Agreement; and

WHEREAS, Section 82-39, as amended, further provides for the waiver of the competitive bidding and appraisal requirements, by 5/7ths vote of the Mayor and City Commission, upon a finding by the Mayor and City Commission that the public interest would be served by waiving such conditions; the Administration would also hereby recommend that the Mayor and City Commission approve said waiver.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve, on first reading, the attached Lease Agreement between the City and Sunrise Community, Inc., for the use of the one story building located at 8128 Collins Avenue, encompassing approximately 2,500 square feet of City-owned property, for the purpose of operating and managing a vocational training site for developmentally disabled adults, for an initial term of one (1) year, commencing

retroactively on September 1, 2005, and ending on August 31, 2006, with two (2) additional one (1) year renewal terms, at the City's sole discretion; further waiving, by 5/7ths vote, the competitive bidding and appraisal requirements, as required by Section 82-39 of the Miami Beach City Code, finding such waiver to be in the best interest of the City; and further setting a public hearing on July 12,2006, for the second reading (and final approval) of the Lease Agreement.

PASSED and ADOPTED this 7th day of June, 2006.

ATTEST:

CITY CLERK	**MAYOR**

JMG\HF\VPG\mlr

T:\AGENDA\2006\jun0706\consent\SunriseGroup.Lease.RES.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 6/1/06 Date

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this _____ day of _____, 2006, by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, (hereinafter referred to as "City" or "Landlord"), and **SUNRISE COMMUNITY, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "Tenant").

1. Demised Premises.
City, in consideration of the rentals hereinafter reserved to be paid and of the covenants, conditions and agreements to be kept and performed by the Tenant, hereby leases, lets and demises to the Tenant, and Tenant hereby leases and hires from the City, those certain premises hereinafter referred to as the "Demised Premises", located in the City of Miami Beach, 8128 Collins Avenue, Miami Beach, Florida, 33141, and more fully described as follows:

> The City-owned property located at 8128 Collins Avenue, and comprised of the "classroom building" and/or "training center", a 2,500 square foot one-story building thereon, on the west side of Collins Avenue, between 81st and 82nd Streets, Miami Beach, Florida, and more specifically defined as those parcels of land known as Lots 1-6 of Block 81, Altos Del Mar No. 1, PB 31-40; all as further delineated in Exhibit 1, attached hereto and incorporated herein.

2. Term.

2.1 Tenant shall be entitled to have and to hold the Demised Premises for an initial term of one (1) year, commencing retroactively on the **1st** day of **September**, **2005** (Commencement Date), and ending on the **31st** day of **August**, **2006**.

2.2 (i) Provided Tenant is in good standing and free from default(s) hereunder, and (ii) upon written notice from Tenant, which notice shall be submitted to the City Manager no earlier than one hundred twenty (120) days, but in any case no later than sixty (60) days prior to the expiration of the initial term (or any renewal term, as the case may be), this Agreement may be extended by the City Manager, in his sole discretion (as the Chief Operating Officer of the City), for two (2) additional one (1) year terms. Any extensions, if approved, shall be memorialized in writing and signed by the parties hereto (with the City hereby designating the City Manager as the individual authorized to execute such extension on its behalf).

In the event that the City Manager determines, in his sole discretion, not to extend or renew this Agreement (upon expiration of the initial term or any renewal term, as the case may be), the City Manager shall notify Tenant of same in writing, which notice shall be provided to Tenant within thirty (30)

business days of the City Manager's receipt of Tenant's written notice.

2.3 Notwithstanding Subsections 2.1 and 2.2 herein, this Agreement may be terminated by the City without cause and for convenience at any time during the Term (including any renewal term, as the case may be), upon furnishing thirty (30) days written notice to Tenant.

3. Rent.

3.1 Base Rent:
Base Rent for the Demised Premises shall begin to accrue on September 1, 2005 (the Commencement Date).

3.1.1 Throughout the Term herein, the Base Rent for the Demised Premises shall be Seven Thousand Two Hundred ($7,200.00) Dollars per year, payable by Tenant in twelve (12) equal monthly installments of Six Hundred ($600.00) Dollars per month, commencing on the Commencement Date and, thereafter, on the first day of each month during the Term herein.

3.1.2 Concurrent with the payment of the Base Rent, Tenant, if deemed applicable by the City, shall also include any and all additional sums for all applicable sales and use tax, now or hereafter prescribed by Federal, State or local law.

3.2 Additional Rent:
Tenant shall also pay, throughout the term herein, as "Additional Rent", the following:

3.2.1 The sum of Five Thousand Four Hundred ($5,400) Dollars per year, payable in twelve (12) monthly installments of Four Hundred and Fifty ($450) Dollars per month, commencing on the Commencement Date and, thereafter, on the first of each month during the Term herein. Said amount shall represent the additional consideration under this Lease for Tenant's use of the City-owned equipment as set forth in Exhibit 2, attached hereto and incorporated herein (collectively, the "Equipment"). Tenant hereby accepts all Equipment in its "as is" condition. Any and all such Equipment shall be inventoried, repaired, renovated and/or replaced (if necessary) by Tenant, at its sole cost and expense, and shall be returned to Landlord at the end of the Term hereof (or upon earlier termination of this Lease Agreement) in equal or better condition.

3.2.2 Tenant shall also be responsible for payment of any and all other tax(es), including without limitation, Property Taxes (as defined herein), imposed, levied or assessed against the Demised Premises, or any other charge or payment required here by any governmental authority having jurisdiction here over, even though

the taxing statute or ordinance may purport to improve such tax against the City.

3.3 Late Charges.
If any installment of Base Rent or Additional Rent provided for in this Lease, or any part thereof, is not paid within ten (10) days of the due date, Tenant shall pay Landlord a late payment service charge to equal $100.00, in addition to the payment then owing, regardless of whether or not a notice of default or termination has been given by Landlord.

4. Location for Payments.
All rents or other payments due hereunder shall be paid to the City of Miami Beach at the following address:

City of Miami Beach
Finance Department
c/o Revenue Supervisor
1700 Convention Center Drive
Miami Beach, Florida 33139

5. Parking.
Intentionally Omitted.

6. Security Deposit.
Intentionally Omitted.

7. Use and Possession of Demised Premises.

7.1 The Demised Premises shall be used by the Tenant solely as a vocational training site for up to a maximum of thirty-five (35) developmentally disabled adults, as defined by the State of Florida Developmental Disabilities Home and Community-Based Services Waiver Programs, as same may be amended from time to time (the Programs), for the provision of the following services: Adult Day Labor (exclusive to horticultural vocational skills); and Supported Employment and Supported Independent Living services; all as further provided in City of Miami Beach Request for Proposals No.12-04/05 , and Tenant's proposal in response hereto (collectively, the Proposal Documents), which are incorporated by reference as if fully set forth herein, provided that in the event of an express conflict between this Lease and the Proposal Documents the provisions of this Lease shall govern. Tenant must adhere to all Medicaid-stipulated benchmarks, documentation and licensing (including, but not limited to, the documentation referred to in the Programs and the Proposal Documents). The Tenant must remain in good standing with any and all agencies (whether Federal, State, County, and/or City) having regulatory authority in the provision of the Programs.

The City's Neighborhood Services Department will monitor compliance with respect to Tenant's satisfactory provision of the services and uses set forth in

this Article 7, compliance with the requirements incident thereto. The City reserves the right to conduct inspections and request appropriate documentation to ensure compliance.

7.2 It is understood and agreed that the Demised Premises shall be used by the Tenant during the Term of this Agreement only for the above purposes, and for no other purposes or uses whatsoever. Tenant will not make or permit any use of the Demised Premises that, directly or indirectly, is forbidden by law, ordinance or government regulation, or that may be dangerous to life, limb or property. Tenant may not commit (nor permit) waste on the Demised Premises, nor permit the use of the Demised Premises for any illegal purposes, commit a nuisance on the Demised Premises. In the event that the Tenant uses the Demised Premises (or otherwise allows the Demised Premises to be used) for any purposes not expressly permitted herein, or permits and/or allows any prohibited uses as provided herein, then the City may declare this Agreement in default pursuant to Section 18, or without notice to Tenant, restrain such improper use by injunction or other legal action.

7.3 Tenant shall also maintain its not-for-profit status in full force and effect, and in good standing, throughout the Term herein.

7.4 The Demised Premises shall be open for operation a minimum of five (5) days a week, with normal hours of operation being Monday through Friday, 8:00am to 4:00pm. Tenant shall not otherwise modify the days or hours of operation without the prior written approval of the City Manager, which approval shall not be unreasonably withheld. Nothing herein contained shall be construed to authorize hours contrary to the laws governing such operations.

8. Improvements.

8.1 Tenant accepts the Demised Premises (and any Equipment provided by the City) in their present "as is" condition and shall, at its own cost and expense, construct or cause to be constructed, all interior and exterior improvements and maintenance to the Demised Premises, as reasonably necessary for it to carry on its permitted use(s), as set forth in Section 7. The plans for such improvements shall be submitted to the City for the City's prior written consent, which will not be unreasonably withheld or delayed. All permanent (fixed) improvements to the Demised Premises shall remain the property of the City upon termination and/or expiration of this Agreement. Upon termination and/or expiration of this Agreement, all personal property and non-permanent trade fixtures may be removed by the Tenant from the Demised Premises without damage to the Demised Premises. Tenant will permit no liens to attach to the Demised Premises arising from, connected with, or related to the design and construction of any improvements. Moreover, such construction shall be accomplished through the use of licensed, reputable contractors who are acceptable to the City. Any and all

permits and or licenses required for the installation of improvements shall be the sole cost and responsibility of Tenant.

8.2 Notwithstanding Subsection 8.1 above, upon termination and/or expiration of this Agreement, and at City's sole option and discretion, any and all alterations or additions made by Tenant to or in the Demised Premises shall, upon written request from the City, be promptly removed by Tenant at its cost and expense, and Tenant further hereby agrees, in such event, to restore the Demised Premises to their original condition prior to the Commencement Date of this Agreement.

8.3 The above requirements for submission of plans and the use of specific contractors shall not apply to improvements (which term, for purposes of this Subsection 8.3 only, shall also include improvements as necessary for Tenant's maintenance and repair of the Demised Premises) which do not exceed Five Hundred ($500.00) Dollars, provided that the work is not structural, and provided that it is permitted by applicable law.

9. Landlord's Right of Entry.

9.1 The City, or its authorized agent or agents, shall have the right to enter upon the Demised Premises at all reasonable times for the purpose of inspecting same, preventing waste, making such repairs as the City may consider necessary, preventing fire, theft or vandalism, and to assure Tenant's compliance (including without limitation inspection of appropriate documentation) with the use requirements in Article 7 hereto. However, the City agrees that whenever reasonably possible, the City shall provide reasonable notice to Tenant, unless the need to enter the Demised Premises is an emergency, as deemed by the City, at its sole discretion, which if not immediately addressed could cause property damage, loss of life or limb, or other injury to persons. Nothing herein shall imply any duty on the part of the City to do any work that under any provisions of this Agreement the Tenant may be required to perform, and the performance thereof by the City shall not constitute a waiver of the Tenant's default.

9.2 If the Tenant shall not be personally present to open and permit entry into the Demised Premises at any time, for any reason, and any entry thereon shall be necessary or permissible, the City, or its agents, may enter the Demised Premises by master key, or may forcibly enter the Demised Premises without rendering the City or such agents liable therefore.

9.3 Tenant shall furnish the City with duplicate keys to all locks including exterior and interior doors upon the Commencement Date of this Agreement. Tenant shall not change the locks to the Demised Premises without the prior written consent of the City, not to be unreasonably withheld, and in the event such consent is given Tenant shall furnish the City with duplicate keys to said locks in advance of their installation.

10. Tenant's Insurance.

10.1 The Tenant shall, at its sole cost and expense, comply with all insurance requirements of the City. It is agreed by the parties that the Tenant shall not occupy the Demised Premises until proof of the following insurance coverages have been furnished to and approved by the City's Risk Manager:

10.1.1 Comprehensive General Liability in the minimum amount of $1,000,000 per occurrence for bodily injury and property damage. The City of Miami Beach must be named as additional insured parties on this policy.

10.1.2 Workers Compensation and Employers Liability coverage in accordance with Florida statutory requirements.

10.1.3 All-Risks property and casualty insurance, written at a minimum of 80% of replacement cost value and with replacement cost endorsement, covering all of Tenant's and City's personal property in the Demised Premises (including, without limitation the Equipment and other trade fixtures, floor coverings, furniture and/or other property removable by Tenant under the provisions of this Agreement), and all leasehold improvements installed in the Demised Premises by or on behalf of Tenant.

10.2 Proof of these coverages must be provided by submitting original certificates of insurance. All policies must provide thirty (30) days written notice of cancellation to both the City's Risk Manager and Asset Manager at 1700 Convention Center Drive, Miami Beach, Florida, 33139. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and must have a rating of B+:VI or better per A.M. Best's Key Rating Guide, latest edition, and certificates are subject to the approval of the City's Risk Manager.

11. Property Taxes and Assessments.
For the purposes of this Section and other provisions of this Agreement:

11.1 The term "Property Taxes" shall mean (i) the real estate taxes, assessments, and special assessments of any kind which may be imposed upon the Demised Premises and/or the tax lot which may include the Demised Premises, and (ii) any expenses incurred by the City in obtaining a reduction of any such taxes or assessments.

11.2 The term "Property Tax Year" shall mean the period of twelve (12) calendar months, beginning on January 1st of each year.

11.3 Tenant shall pay, as Additional Rent pursuant to Section 3.2, for such Property Tax Year an amount ("Property Tax Payment") equal to Tenant's proportionate share of the Property Taxes (if any) for such Property Tax

Year; said proportionate share to be determined by the City based upon the ratio of the Demised Premises to the tax lot. If a Property Tax Year ends after the expiration or termination of the term of this Agreement, the Property Tax Payment therefore shall be prorated to correspond to that portion of such Property Tax Year occurring within the term of this Agreement. The Property Tax Payment shall be payable by Tenant immediately upon receipt of notice from the City. A copy of the tax bill(s) or other evidence of such taxes issued by the taxing authorities, together with the City's computation of the Property Tax Payment, will be made available to Tenant once received from the taxing authorities, if requested by Tenant. Tenant shall pay any difference in the amount between the estimated property taxes and the actual property taxes to the City immediately, upon receipt of request for said payment from the City.

12. Assignment and Subletting.
Tenant shall not have the right to assign or sublet the Demised Premises.

13. Operation, Maintenance and Repair.

13.1 Tenant shall be solely responsible for the operation, maintenance and repair of the Demised Premises. Tenant shall, at its sole cost and expense, maintain the Demised Premises, and the fixtures and appurtenances therein, and shall make all repairs thereto, as and when needed, to preserve them in good working order and condition. Tenant shall be responsible for all interior walls and the interior and exterior of all windows and doors, as well as immediate replacement of any and all plate glass or other glass in the Demised Premises which may become broken using glass of the same or better quality.

The City shall be responsible for the maintenance of the roof, the structural exterior of the building, and the structural electrical and plumbing (other than plumbing surrounding any sink within the Demised Premises.

Tenant agrees and understands that while the City has provided air-conditioning unit(s) for the Demised Premises, the City shall require that Tenant obtain, and continuously maintain in good standing, at Tenant's expense, throughout the Term of this Agreement, a maintenance and repair contract, approved by the City, with a service company previously approved in writing by the City, providing for the preventative maintenance and repair of all air conditioning units servicing the Demised Premises. Tenant shall provide the City, in writing, within ten (10) business days, the name(s) and telephone number(s) of service company(ies) for the City's review and approval. Tenant shall provide a copy of a current, enforceable and fully executed maintenance and repair contract, no later than ten (10) business days after receipt of the City's approval of the service company, as proof of Tenant's compliance with this Subsection.

13.2 All damage or injury of any kind to the Demised Premises and to its fixtures,

glass, appurtenances, and equipment (including, without limitation, the Equipment), except damage caused by the wrongful acts or negligence of the City, shall be the obligation of Tenant, and shall be repaired, restored or replaced promptly by Tenant at its sole cost and expense to the satisfaction of the City.

13.3 All of the aforesaid repairs, restorations and replacements shall be in quality and class equal to or better than the original work or installations and shall be done in good and workmanlike manner.

13.4 If Tenant fails to make such repairs or restorations or replacements, the same may be made by the City, at the expense of Tenant, and all sums spent and expenses incurred by the City shall be collectable by the City and shall be paid by Tenant within ten (10) days after rendition of a bill or statement thereof.

13.5 It shall be Tenant's obligation to insure that any renovations, repairs and/or improvements made by Tenant to the Demised Premises comply with all applicable building codes and life safety codes of governmental authorities having jurisdiction.

13.6 Tenant Responsibilities for Utilities.
Tenant is solely responsible for and shall promptly pay when due all charges for water, gas, electricity, sewer, cable, telephone and any other utility service provided to the Demised Premises, including, without limitation, all hook-up fees and impact fees. In addition to other rights and remedies hereinafter reserved to the City, upon the failure of Tenant to pay for such utility services when due, City may elect to pay same whereby Tenant agrees to promptly reimburse the City upon demand. In no event, however, shall the City be liable for an interruption or failure in the supply of any utilities or services to the Demised Premises.

13.7 **TENANT HEREBY ACKNOWLEDGES AND AGREES THAT THE DEMISED PREMISES ARE BEING LEASED IN THEIR PRESENT "AS IS" CONDITION.**

14. Governmental Regulations.
The Tenant covenants and agrees to fulfill and comply with all statutes, ordinances, rules, orders, regulations, and requirements of any and all governmental bodies, including but not limited to Federal, State, Miami-Dade County, and City governments, and any and all of their departments and bureaus applicable to the Demised Premises (including, without limitation Tenant's proposed uses under Article 7) and shall also comply with and fulfill all rules, orders, and regulations for the prevention of fire, all at Tenant's own cost and expense. The Tenant shall pay all cost, expenses, claims, fines, penalties, and damages that may be imposed because of the failure of the Tenant to comply with this Section, and shall indemnify and hold harmless the City from all liability arising from each non-compliance.

15. Liens.

Tenant will not permit any mechanics, laborers, or materialman's liens to stand against the Demised Premises or improvements for any labor or materials to Tenant or claimed to have been furnished to Tenant's agents, contractors, or sub-tenants, in connection with work of any character performed or claimed to have performed on said premises, or improvements by or at the direction or sufferance of the Tenant, provided however, Tenant shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, Tenant shall give the City reasonable security as may be demanded by the City to insure payment thereof and prevent sale, foreclosure, or forfeiture of the premises or improvements by reasons of such non-payment. Such security need not exceed one and one half (1½) times the amount of such lien or such claim of lien. Such security shall be posted by Tenant within ten (10) days of written notice from the City, or Tenant may "bond off" the lien according to statutory procedures. Tenant will immediately pay any judgment rendered with all proper cost and charges and shall have such lien released or judgment satisfied at Tenant's own expense.

16. Enforcement.

Tenant agrees to pay the Base Rent, Additional Rent, and any other amounts as may be due and payable by Tenant under this Agreement, at the time and in the manner provided herein, and should said rents and/or other additional amounts due herein provided, at any time remain due and unpaid for a period of fifteen (15) days after the same shall become due, the City may exercise any or all options available to it hereunder, which options may be exercised concurrently or separately, or the City may pursue any other remedies enforced by law.

17. Condemnation.

17.1 If at any time during the term of this Agreement and any renewal term hereunder, all or any part or portion of the Demised Premises is taken, appropriated, or condemned by reason of Eminent Domain proceedings (except if the Eminent Domain proceedings are initiated by the City of Miami Beach), then this Agreement shall be terminated as of the date of such taking, and shall thereafter be completely null and void, and neither of the parties hereto shall thereafter have any rights against the other by reason of this Agreement or anything contained therein, except that any rent prepaid beyond the date of such taking shall be prorated to such date, and the Tenant shall pay any and all rents, additional rents, utility charges, or other costs including excess taxes for which it is liable under the terms of this Agreement, up to the date of such taking.

17.2 Tenant shall not be entitled to participate in the proceeds of any award made to the City in any such Eminent Domain proceeding, excepting, however, that Tenant shall have the right to claim and recover from the condemning authority, but not from the City, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reasons of the condemnation and

for or on account of any cost or loss which Tenant might incur in removing Tenant's furniture and fixtures.

18. Default.

18.1 Default by Tenant:
At the City's option, any of the following shall constitute an Event of Default under this Agreement:

18.1.1 The Base Rent, Additional Rent, or any installment thereof, is not paid promptly when and where due within fifteen (15) days of due date, and if Tenant shall not cure such failure within three (3) days after receipt of written notice from the City specifying such default;

18.1.2 Any other payment provided for under this Agreement is not paid promptly when and where due;

18.1.3 The Demised Premises shall be deserted, abandoned, or vacated;

18.1.4 The Tenant shall fail to comply with any material term, provision, condition or covenant contained herein other than the payment of rent and shall not cure such failure within thirty (30) days after the receipt of written notice from the City specifying any such default; or such longer period of time acceptable to the City, at its sole discretion;

18.1.5 Receipt of notice of violation from any governmental authority having jurisdiction dealing with a law, code, regulation, ordinance or the like, which remains uncured for a period of thirty (30) days from its issuance, or such longer period of time acceptable to the City, at its sole discretion;

18.1.6 Any petition is filed by or against Tenant under any section or chapter of the Bankruptcy Act, as amended, which remains pending for more than sixty (60) days, or any other proceedings now or hereafter authorized by the laws of the United States or of any state for the purpose of discharging or extending the time for payment of debts;

18.1.7 Tenant shall become insolvent;

18.1.8 Tenant shall make an assignment for benefit of creditors;

18.1.9 A receiver is appointed for Tenant by any court and shall not be dissolved within thirty (30) days thereafter;

18.1.10 The leasehold interest is levied on under execution; or

18.1.11 Tenant shall fail to use the Demised Premises in accordance with the permitted uses in Article 7, and/or shall fail to comply with any requirements, and/or fail to provide/maintain the necessary documentation, with regard to the State of Florida Developmental Disabilities Home and Community-Based Services Waiver Programs, as same may be amended from time to time.

19. Rights on Default.

19.1 Rights on Default:
In the event of any default by Tenant as provided herein, City shall have the option to do any of the following in addition to and not in limitation of any other remedy permitted by law or by this Agreement;

19.1.1 Terminate this Agreement, in which event Tenant shall immediately surrender the Demised Premises to the City, but if Tenant shall fail to do so the City may, without further notice, and without prejudice to any other remedy the City may have for possession or arrearages in rent or damages for breach of contract, enter upon Demised Premises and expel or remove Tenant and its effects in accordance with law, without being liable for prosecution or any claim for damages therefore, and Tenant agrees to indemnify and hold harmless the City for all loss and damage which the City may suffer by reasons of such Agreement termination, whether through inability to re-let the Demised Premises, or through decrease in rent, or otherwise.

19.1.2 Declare the entire amount of the Base Rent and Additional Rent which would become due and payable during the remainder of the Term of this Agreement to be due and payable immediately, in which event Tenant agrees to pay the same at once, together with all rents therefore due, at the address of the City, as provided in the Notices section of this Agreement; provided, however, that such payment shall not constitute a penalty, forfeiture, or liquidated damage, but shall merely constitute payment in advance of the rents for the remainder of said term and such payment shall be considered, construed and taken to be a debt provable in bankruptcy or receivership.

19.1.3 Enter the Demised Premises as the agent of Tenant, by force if necessary, without being liable to prosecution or any claim for damages therefore, remove Tenant's property there from, and re-let the Demised Premises, or portions thereof, for such terms and upon such conditions which the City deems, in its sole discretion, desirable, and to receive the rents therefore, and Tenant shall pay the City any deficiency that may arise by reason of such re-letting, on demand at any time and from time to time at the office of the City; and for the purpose of re-letting, the City may (i) make any

repairs, changes, alterations or additions in or to said Demised Premises that may be necessary or convenient; (ii) pay all costs and expenses therefore from rents resulting from re-letting; and (iii) Tenant shall pay the City any deficiency as aforesaid.

19.1.4 Take possession of any personal property owned by Tenant on said Demised Premises and sell the same at public or private sale, and apply same to the payment of rent due, holding the Tenant liable for the deficiency, if any.

19.1.5 It is expressly agreed and understood by and between the parties hereto that any installments of rent accruing under the provisions of this Agreement which shall not be paid when due shall bear interest at the maximum legal rate of interest per annum then prevailing in Florida from the date when the same was payable by the terms hereof, until the same shall be paid by Tenant. Any failure on the City's behalf to enforce this Section shall not constitute a waiver of this provision with respect to future accruals of past due rent. No interest will be charged for payments made within the grace period, such grace period to be defined as within five days of the due date. In addition, there will be a late charge of One Hundred ($100.00) Dollars for any payments submitted after the grace period.

19.1.6 If Tenant shall default in making any payment of monies to any person or for any purpose as may be required hereunder, the City may pay such expense but the City shall not be obligated to do so. Tenant upon the City's paying such expense shall be obligated to forthwith reimburse the City for the amount thereof. All sums of money payable by Tenant to the City hereunder shall be deemed as rent for use of the Demised Premises and collectable by the City from Tenant as rent, and shall be due from Tenant to the City on the first day of the month following the payment of the expense by the City.

19.1.7 The rights of the City under this Agreement shall be cumulative but not restrictive to those given by law and failure on the part of the City to exercise promptly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

19.2 Default by City:

The failure of the City to perform any of the covenants, conditions and agreements of this Agreement which are to be performed by the City and the continuance of such failure for a period of thirty (30) days after notice thereof in writing from Tenant to the City (which notice shall specify the respects in which Tenant contends that the City failed to perform any such covenant, conditions and agreements) shall constitute a default by the City, unless such default is one which cannot be cured within thirty (30) days because of

circumstances beyond the City's control, and the City within such thirty (30) day period shall have commenced and thereafter shall continue diligently to prosecute all actions necessary to cure such defaults.

However, in the event the City fails to perform within the initial thirty (30) day period provided above, and such failure to perform prevents Tenant from operating its business in a customary manner and causes an undue hardship for the Tenant, then such failure to perform (regardless of circumstances beyond its control) as indicated above, shall constitute a default by the City.

19.3 Tenant's Rights on Default:
If an event of the City's default shall occur, Tenant, to the fullest extent permitted by law, shall have the right to pursue any and all remedies available at law or in equity, including the right to sue for and collect damages, including reasonable attorney fees and costs, to terminate this Agreement (and all of its obligations hereunder by giving notice of such election to the City, whereupon this Agreement shall terminate as of the date of such notice), to specifically enforce Tenant's rights; and/or to enjoin the City.

20. Indemnity Against Costs and Charges.

20.1 The Tenant shall be liable to the City for all costs and charges, expenses, reasonable attorney's fees, and damages which may be incurred or sustained by the City, by reason of the Tenant's breach of any of the provisions of this Agreement. Any sums due the City under the provisions of this item shall constitute a lien against the interest of the Tenant and the Demised Premises and all of Tenant's property situated thereon to the same extent and on the same conditions as delinquent rent would constitute a lien on said premises and property.

20.2 If Tenant shall at any time be in default hereunder, and if the City shall deem it necessary to engage an attorney to enforce the City's rights and Tenant's obligations hereunder, the Tenant will reimburse the City for the reasonable expenses incurred thereby, including, but not limited to, court costs and reasonable attorney's fees, whether suit be brought or not and if suit be brought, then Tenant shall be liable for expenses incurred at both the trial and appellate levels.

21. Indemnification Against Claims.

21.1 The Tenant shall indemnify and save the City harmless from and against any and all claims or causes of action (whether groundless or otherwise) by or on behalf of any person, firm, or corporation, for personal injury or property damage occurring upon the Demised Premises or upon any other land or other facility or appurtenance used in connection with the Demised Premises, occasioned in whole or in part by any of the following:

21.1.1 An act or omission on the part of the Tenants, or any employee, agent, contractor, invitee, guest, assignee, sub-tenant or subcontractor of the Tenant;

21.1.2 Any misuse, neglect, or unlawful use of the Demised Premises by Tenant, or any employee, agent, contractor, invitee, guest, assignee, sub-tenant or subcontractor of the Tenant, but not to include trespassers upon the Demised Premises;

21.1.3 Any breach, violation, or non-performance of any undertaking of the Tenant under this Agreement;

21.1.4 Anything growing out of the use or occupancy of the Demised Premises by the Tenant or anyone holding or claiming to hold through or under this Agreement.

21.2 Tenant agrees to pay all damages to the Demised Premises or other land or facilities used in connection therewith, caused by the Tenant or any employee, guest, or invitee of the Tenant.

22. Signs and Advertising.
Without the prior written consent of the City, Tenant shall not permit the painting and display of any signs, plaques, lettering or advertising material of any kind on or near the Demised Premises. All additional signage shall comply with signage standards established by the City and comply with all applicable building codes, and any other municipal, County, State and Federal laws.

23. Effect of Conveyance.
Intentionally Omitted.

24. Damage to the Demised Premises.

24.1 If the Demised Premises shall be damaged by the elements or other casualty not due to Tenant's negligence, or by fire, but are not thereby rendered untenantable, as determined by the City, in its sole discretion, in whole or in part, and such damage is covered by the City's insurance, if any, (hereinafter referred to as "such occurrence"), the City, may, at its sole discretion, utilize the insurance proceeds to cause such damage to be repaired and the Rent shall not be abated. If by reason of such occurrence, the Demised Premises shall be rendered untenantable, as determined by the City, in its sole discretion, only in part, the City may, at its discretion, utilize the insurance proceeds to cause the damage to be repaired, and the Rent meanwhile shall be abated proportionately as to the portion of the Demised Premises rendered untenantable; provided however, if the Demised Premises are by reason of such occurrence, rendered more than 50% but less than 100% untenantable, as determined by the City, in its sole discretion, the City (should it choose, at its sole option, to proceed with repair of the Demised Premises) shall promptly obtain a good faith estimate of the time required to

render the Demised Premises tenantable. If such time exceeds sixty (60) days, either party shall have the option of canceling this Agreement, which option shall be exercised by the party opting to cancel, in writing within ten (10) days of receipt of notice of same to the other party.

24.2 If the Demised Premises shall be rendered wholly untenantable by reason of such occurrence, the City shall have the option, but not the obligation, in its sole discretion, to utilize the insurance proceeds to cause such damage to be repaired and the Rent meanwhile shall be abated. However, the City shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after said occurrence, to elect not to reconstruct the destroyed Demised Premises, and in such event, this Agreement and the tenancy hereby created shall cease as of the date of said occurrence, the rent to be adjusted as of such date. If the Demised Premises shall be rendered wholly untenantable, the Tenant shall have the right, to be exercised by notice in writing, delivered to the City within thirty (30) days from and after said occurrence, to elect to terminate this Agreement, the Rent to be adjusted accordingly. Notwithstanding any clause contained in this Section, if the damage is not covered by the City's insurance, then the City shall have no obligation to repair the damage, but the City shall advise Tenant in writing within thirty (30) days of the occurrence giving rise to the damage and of its decision not to repair, and the Tenant may, at any time thereafter, elect to terminate this Agreement, and the Rent shall be adjusted accordingly.

25. Quiet Enjoyment.
The Tenant shall enjoy quiet enjoyment of the Demised Premises and shall not be evicted or disturbed in possession of the Demised Premises so long as Tenant complies with the terms of this Agreement.

26. Waiver.

26.1 It is mutually covenanted and agreed by and between the parties hereto that the failure of the City to insist upon the strict performance of any of the conditions, covenants, terms or provisions of this Agreement, or to exercise any option herein conferred, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect.

26.2 A waiver of any term expressed herein shall not be implied by any neglect of the City to declare a forfeiture on account of the violation of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

26.3 The receipt of any sum paid by Tenant to the City after breach of any condition, covenant, term or provision herein contained shall not be deemed

a waiver of such breach, but shall be taken, considered and construed as payment for use and occupation, and not as rent, unless such breach be expressly waived in writing by the City.

27. Notices.
The addresses for all notices required under this Agreement shall be as follows, or at such other address as either party shall be in writing, notify the other:

LANDLORD:	City Manager City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139
With copies to:	Asset Manager City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139
	Neighborhood Services Director City of Miami Beach 555 17th Street Miami Beach, Florida 33139
TENANT:	Sunrise Community, Inc. 8128 Collins Avenue Miami Beach, Florida 33141 ATTN: Kathy Childs
With a copy to:	Sunrise Community, Inc. 5450 Sterling Road Davie, Florida 33314 ATTN: Kathy Childs

All notices shall be hand delivered and a receipt requested, or by certified mail with Return receipt requested, and shall be effective upon receipt.

28. Entire and Binding Agreement.
This Agreement contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the City and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Agreement.

29. Provisions Severable.
If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances

other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. Captions.
The captions contained herein are for the convenience and reference only and shall not be deemed a part of this Agreement or construed as in any manner limiting or amplifying the terms and provisions of this Agreement to which they relate.

31. Number and Gender.
Whenever used herein, the singular number shall include the plural and the plural shall include the singular, and the use of one gender shall include all genders.

32. Governing Law.
This Agreement shall be governed by and construed in accordance with the law of the State of Florida.

33. Limitation of Liability.
The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of Ten Thousand ($10,000.00) Dollars and 00/100. Tenant hereby expresses its willingness to enter into this Agreement with the Tenant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of Ten Thousand (10,000.00) Dollars and 00/100. Accordingly, and notwithstanding any other term or condition of this Agreement, Tenant hereby agrees that the City shall not be liable to Tenant for damage in an amount in excess of Ten Thousand ($10,000.00) Dollars and 00/100 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this Section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

34. Surrender of the Demised Premises.
The Tenant shall, on or before the last day of the Term herein demised, or the sooner termination thereof, peaceably and quietly leave, surrender and yield upon to the City the Demised Premises, together with any and all equipment, fixtures, furnishings, appliances or other personal property, if any, located at or on the Demised Premises and used by Tenant in the maintenance, management or operation of the Demised Premises, excluding any trade fixtures or personal property, if any, which can be removed without material injury to the Demised Premises, free of all liens, claims and encumbrances and rights of others or broom-clean, together with all structural changes, alterations, additions, and improvements which may have been made upon the Demised Premises, in good order, condition and repair, reasonable wear and tear excepted, subject, however, to the

subsequent provisions of this Section. Any property which pursuant to the provisions of this Section is removable by Tenant on or at the Demised Premises upon the termination of this Agreement and is not so removed may, at the option of the City, be deemed abandoned by the Tenant, and either may be retained by the City as its property or may be removed and disposed of at the sole cost of the Tenant in such manner as the City may see fit. If the Demised Premises and personal property, if any, be not surrendered at the end of the Term as provided in this Section, the Tenant shall make good the City all damages which the City shall suffer by reason thereof, and shall indemnify and hold harmless the City against all claims made by any succeeding tenant or purchaser, so far as such delay is occasioned by the failure of the Tenant to surrender the Demised Premises as and when herein required.

35. Time is of the Essence.
Time is of the essence in every particular and particularly where the obligation to pay money is involved.

36. Attorneys Fees.
If it becomes necessary for City or Tenant to enforce their respective rights under this Agreement or any part hereof through litigation, Tenant and City agree that the prevailing party shall be entitled to recover from the other party all costs and expenses of such litigation, including a reasonable attorney's fee and costs, for all trial and appellate proceedings, except as otherwise provided in Article 20 of this Lease.

37. Venue.
This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

CITY AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT THE CITY AND TENANT MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.

38. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by the respective duly authorized officers and the respective corporate seals to be affixed this _____ day of _____, 2006.

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

BY: _____
Robert Parcher, City Clerk

BY: _____
David Dermer, Mayor

ATTEST:

SUNRISE COMMUNITY, INC.

BY: _____
Secretary

BY: _____
President

_____
(Print Name)

_____
(Print Name)

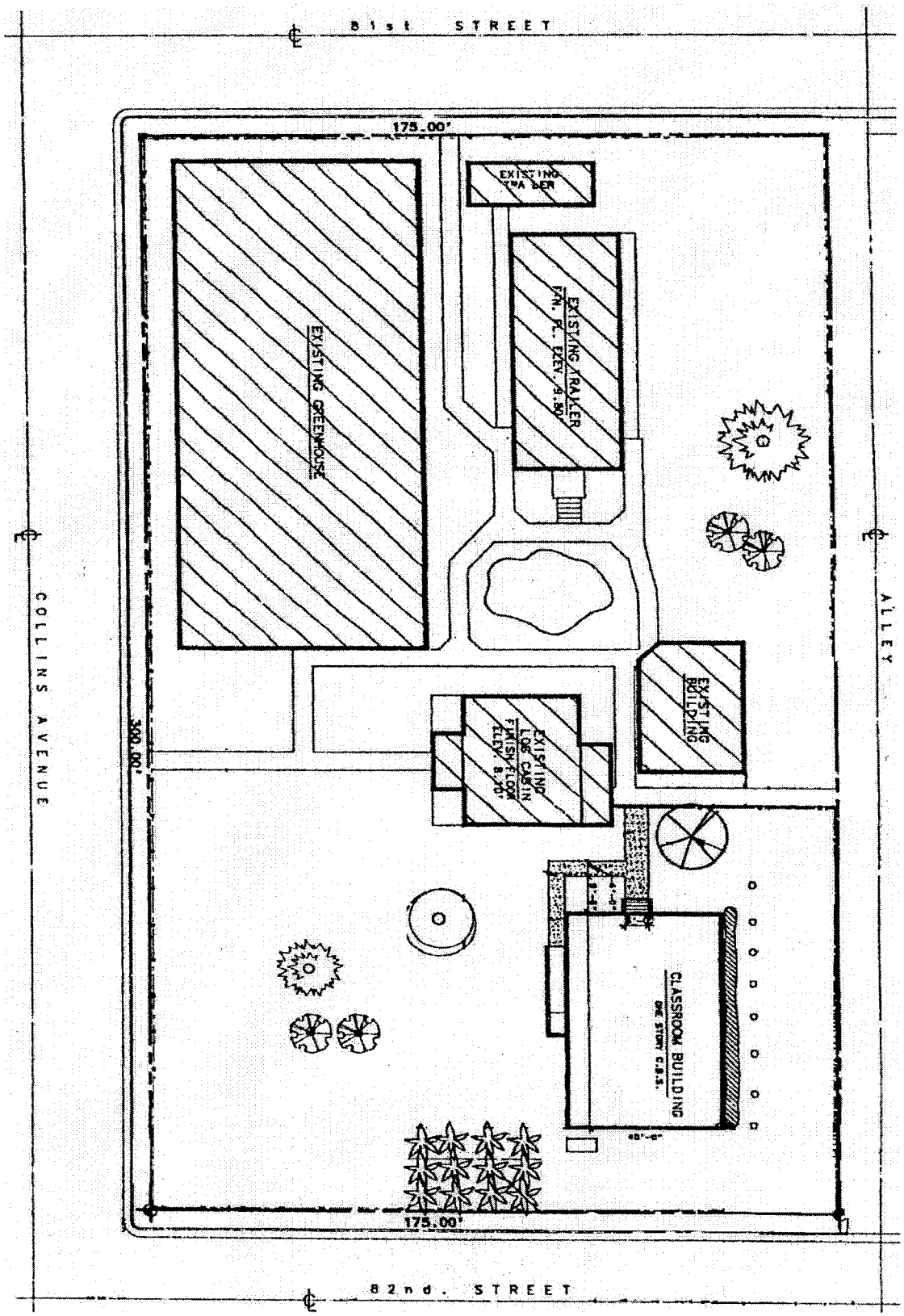
CORPORATE SEAL
(affix here)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 6/1/06 Date

F:\DDHP\$ALL\ns\SunriseGroup\LogCabin.Lease.FINAL.Doc

Exhibit 1



81st STREET
175.00'
EXISTING TRAILER
EXISTING TRAILER
EXISTING GREENHOUSE
EXISTING BUILDING
EXISTING LOG CABIN
CLASSROOM BUILDING
COLLINS AVENUE
ALLEY
300.00'
175.00'
82nd. STREET

Exhibit 2

Attached please find the list of City-owned Equipment referenced in Section 3.2.1.

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Condensed Title:

A Resolution by the Mayor and City Commission approving an agreement with Camp, Dresser & McKee Inc. (CDM) for the development and implementation of a Geographic Information System (GIS) and appropriating $180,000 from the Water & Sewer Fund Retained Earnings and $90,000 from the Stormwater Fund Retained Earnings to complete the funding for the GIS contract and for purchase of GIS related equipment and project contingency.

Key Intended Outcome Supported:

Ensure well maintained infrastructure

Issue:

Shall the Mayor and City Commission approve the Resolution?

Item Summary/Recommendation:

The Mayor and Members of the City Commission at its February 25, 2004 meeting adopted Resolution No. 2004-25501 authorizing the City Manager to negotiate with CDM, the top ranked firm responding to the Request for Proposals (RFP) to provide the Public Works Department a complete Infrastructure Management System (IMS). The IMS is composed of two systems, a Computerized Maintenance Management System (CMMS) and a Geographic Information System (GIS). The CMMS was awarded to CDM in June 8, 2005 and became operational on April 1, 2006.

The multi-department negotiating team (IT, Procurement, Public Works) continued meeting to determine the best method of acquiring GIS data. It was determined that by using survey data acquired from the recent Neighborhood Improvement Program, supplemented by digital orthophotographs and existing utilities atlas maps, an effective GIS database can be created throughout the City with field survey accuracy.

Upon deciding the best methodology, negotiations began with CDM. Four proposals were submitted. The initial proposal, including full field survey, was in excess of $3 million. After five months of refining the scope of work and negotiating costs, the City negotiating team accepted CDM's best and final offer of $850,000. Outside resources assisted the negotiating team in evaluating the CDM proposals and arriving at a fair and reasonable cost for the agreed to scope of services. CDM represents the best value solution for the City's GIS initiative.

The Administration recommends adopting the Resolution.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account	Approved
	1	90,000	Stormwater Fund Retained Earnings	
	2	180,000	Water & Sewer Fund Retained Earnings	
	3	277,250	Water Acct 425.0410.000674	
	4	277,250	Sewer Acct 425.0420.000674	
	5	277,250	Stormwater Acct. 427.0427.000674	
OBPI	Total	1,101,750		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
MHB	RCM	JMG

MIAMIBEACH

AGENDA ITEM R7G

DATE 6-7-06

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY AND CAMP DRESSER & MCKEE INC. (CDM), IN THE AMOUNT OF $850,000, FOR DIGITAL CONVERSION OF DATA FOR THE WATER DISTRIBUTION, SANITARY SEWER COLLECTION, STORMWATER CONVEYANCE, STREETS AND STREETLIGHTING INFRASTRUCTURE; ALL TOWARD THE CONTINUING DEVELOPMENT AND IMPLEMENTATION OF A GEOGRAPHIC INFORMATION SYSTEM (GIS) PURSUANT TO RFP NO. 64-02/03 FOR THE INFRASTRUCTURE MANAGEMENT SYSTEM (IMS); AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH CDM; AND FURTHER APPROPRIATING FUNDS, IN THE AMOUNT OF $270,000, FROM THE WATER, SEWER AND STORMWATER RETAINED EARNINGS TO COMPLETE THE FUNDING FOR THIS CONTRACT; PLUS THE PURCHASE OF GIS RELATED EQUIPMENT AND PROJECT CONTINGENCY.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The Mayor and Members of the City Commission at its February 25, 2004 meeting adopted Resolution No. 2004-25501 authorizing the City Manager to negotiate with Camp Dresser & McKee, Inc. (CDM), the top ranked firm responding to the Request for Proposals (RFP) to provide the Public Works Department a complete Infrastructure Management System (IMS). The IMS is composed of two systems, a Computerized Maintenance Management System (CMMS) and a Geographic Information System (GIS).

The GIS part of the IMS was delayed awaiting the organization of an IT Steering Committee. The Committee's first meeting was in December 2005 and the GIS Project was presented for consideration and concurrence. The project was further delayed while the decision was made as to the best method of collecting and converting survey points. A full field survey would take approximately eighteen months, and cost an estimated $2 million. After identifying the source documents and data available, The multi-department technical and negotiating team (IT, Procurement, Public Works) determined that survey quality data was available from the Neighborhood Improvement Program and conversion of that data, supplemented by digital orthophotographs (high accuracy aerial photos) and existing maps and utility atlas maps, an effective GIS can be created throughout the City with field survey accuracy.

Concurrent with this, in an effort to get the CMMS operational as soon as possible, the Mayor and Members of the City Commission at its meeting on June 8, 2005 adopted Resolution No. 2005-25924 awarding the contract to CDM for installation and configuration of Cityworks CMMS software. The system has been installed, training was conducted and Cityworks is operational with over 1,000 work orders entered into the system since April 1, 2006.

Contract Discussions

Upon deciding the best methodology for acquiring the GIS data, the multi-departmental negotiating team and CDM began contract discussions with the focus on achieving the City's goals and objectives of providing an initial GIS capability for all Public Works infrastructure and later to be expanded into a Citywide GIS that will include multiple departments with a variety of applications.

The Public Works Department led the discussions assisted by members of the Information Technology Department and the City's Procurement Division. CDM submitted four proposals. The initial proposal, including full field survey, was in excess of $3 million. CDM submitted their best and final offer for the digital conversion of survey data and existing atlas maps on May 31, 2006, for $850,000. Several outside agencies were contacted to assist the City in evaluating the proposed cost compared to the scope of work. These agencies consisted of other municipalities, private industry and the American Public Works Association. Based on an analysis of CDM's best and final offer by the negotiating team and outside agencies, the Administration determined that CDM's offer is the best value solution for the City's GIS initiative.

It is important to note that CDM has established a long term relationship with the City and realized the importance of a GIS in Miami Beach. During the negotiations' process, the City was successful in lowering the proposed cost as presented to the City Commission from $1,665,195 to $850,000, a savings to the City of $815,195.

Scope of Work

The primary focus of this contract is to perform digital conversion of over 164,500 features into survey points. A feature is a manhole, streetlight or other item which becomes a survey point. This will be accomplished utilizing scanned AutoCAD files that contain neighborhood CIP survey data the City has obtained electronically from various consultants working on the neighborhoods reconstruction projects, high definition orthographic aerial photography, atlas maps of the Sewer System, scanned copies of sewer lateral cut sheets, and scanned copies of the atlas maps for Water, Storm Water and Street light Systems. The features include:

Sanitary Sewer System	38,400
Water Distribution System	62,700
Storm Water Sewer System	16,050
Street Lighting System	22,100
Streets, Curbs, Sidewalk System	25,190

This data represents an increase of approximately 45,000 features more than originally envisioned. The scope of work to process the data information into GIS survey points involves:

- Checking the survey data and georeferencing all of the survey into one coordinate system and one vertical datum. Georeferencing the surveys will allow the data to overlay electronically over the correct position on the earth. A brief review of the surveys indicates that not all of the data is georeferenced in the same coordinates. Similarly the

vertical positions in the surveys must all be referencing the same starting point. This review and adjustment is critical so that all of the data inputted is referenced to the same x, y, and z starting point.

- Each network must be extracted onto one sheet for data scrubbing. This data must also be carefully checked because it is contained in different layers in the AutoCAD file and surveys from different consultants will contain their own specific method for storing the data in the layers.
- The data is then inventoried and matched to the database attribute list. Missing attributes will be taken from a data hierarchy list which ranks the data source with the highest accuracy first. The completed scrub sheet will be then given to the data entry technician for input into the GIS.

For the areas not covered by survey, CDM will use the new Miami-Dade County orthophotos which will give a higher level of accuracy. All features, or data survey points, will include a notation for where the positional data was taken so that the City can update any non-survey data with survey data as it becomes available.

In the event that a feature or survey point cannot be digitized and cannot be recognized from other sources, the agreement offers the ability to conduct field surveys which will consist of crews going into the field with GPS data collection devices and recording the features. CDM has offered that service at a negotiated cost of between $9.00 and $20.00 per point. The cost is dependent on the complexity of the survey and the attributes required for that particular feature.

Project Management

CDM's project management office consists of the following:

- Single Point of Contact (SPOC)

- Staffed by a senior certified project manager

- The designation of a Project Manager who has the authority to make key financial, legal, operational and other decisions required for compliance with the contract terms

- The delivery of routine program and project status reports to the City. These status reports must include:

  Date of report
  Summary of program and/or project status
  Items completed during last reporting period
  Items planned for next reporting period
  Issues and risks identified
  Mitigating factors for issues and risks identified
  Project schedule, timeline, tasks, owners

- The designation of an issue resolution process, which is to include the names and contact information of personnel from the SPOC to the executive sponsor, the types of issues requiring resolution, timeframes, and other parameters.

Quality Assurance

The data conversion will have a confidence rating of 95%. The confidence rating of 95% is the recommended standard set by the American National Standards Institute (ANSI). The digitized data will be subjected to a repeatability of measurement, or capture, from the sources for those structures checked. The final quality assurance test will ensure all work products will assess the

data correctly and demonstrate performance in mapping and locating specific points. Specifically:

Automated Quality Assurance Testing – Automated programs will be applied repeatedly to the data during the conversion process. Any discrepancies identified during the tests will be corrected and the tests will be repeated until the data passes without errors.

Random Sample Quality Assurance Testing – Specifications, procedures and software will be developed to select a random sampling of features and attributes from each deliverable data set.

Test Data

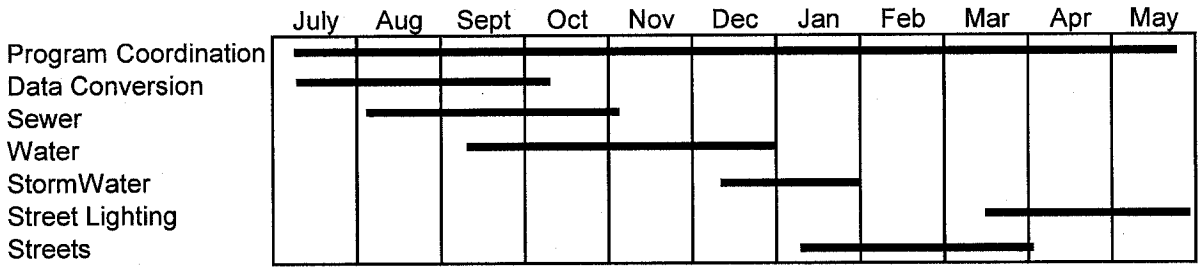
The Consultant will prepare a 4-6 block area for sanitary sewer and streets networks for delivery to the City. This test area will test the methodology and the operational application of the data. Once the operational applicability of the data is confirmed the entire City will be completed.

Warranty

For a period of one year commencing on the City's final acceptance of the Network data, CDM shall, at no cost to the City re-perform any of its services required as a result of CDM's failure to meet its warranty obligations.

Project Schedule

CDM's project deployment schedule will provide the City with an initial operational GIS sewer network capability in October 2006. Other networks will become operational at approximately 60 day intervals. The table below illustrates the project schedule:



Funding

Funds for IMS were budgeted in the Water, Sewer and Stormwater Funds over a period of four fiscal years

There is a current fiscal year funding balance in the amount of $831,750 available for the GIS Project. An appropriation of $270,000 from the Water/Sewer and Stormwater Enterprise Funds Retained Earnings complete the funding for the GIS contract and to purchase equipment associated with the GIS program and project contingency. The equipment includes upgraded computers, handheld field devices, GIS Survey Devices and miscellaneous small equipment items. The contingency would be primarily for field survey of features the do not convert to digital data or are not recognizable on photos, atlas maps.

CONCLUSION

A GIS will be one of the most useful operational tools available to the City. It will record and catalog information relative to a specific point on a digital map and enable the user to obtain site specific information on practically any subject area that can be plotted geographically. This is a Citywide project. Once it is established and operational within the Public Works Department other departments will be able to create their own layers of information and data specific to their requirements and disciplines.

The Administration recommends approving the Agreement between CDM and the City, for the development of a Geographic Information System (GIS); in the base estimated amount of $850,000 and appropriate $270,000 from the Water, Sewer and Stormwater Enterprise Fund Retained Earnings.

T:\AGENDA\2006\jun0706\Regular\GIS Contract Award Memo.doc

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH AND CAMP DRESSER & McKEE, INC.

Service Order No. 2 for Professional Engineering

TO: Camp Dresser & McKee Inc.
800 Brickell Avenue, Suite 710
Miami, Florida 33131

DATE: June 1, 2006

Pursuant to the Agreement between City of Miami Beach and Camp Dresser & McKee Inc. (Consultant) for Professional Services for City-wide Infrastructure Management System (IMS) Project ("the Agreement"), you are directed to provide the following services:

Project Name: **GIS - Data Conversion**

Scope of Work: Attached as Exhibit A

Calendar days to complete this work: 382 days

Fee for this Service Order: $850,000

Basic Service X Additional Service _____ Reimbursable Expense _____

ACCEPTED:

City of Miami Beach		Camp Dresser & McKee Inc.	
_____	_____	Victor J. Pujals	6-1-06
Fred H. Beckmann, P.E. Director of Public Works	Date	Victor J. Pujals, P.E., DEE Vice President	Date

KM2273.PSA.doc
6/1/2006

EXHIBIT A

FURTHER DESCRIPTION OF CONSULTING AND RELATED MATTERS

CITY OF MIAMI BEACH INFRASTRUCTURE MANAGEMENT SYSTEM (IMS)

GIS - DATA CONVERSION SERVICES SCOPE OF WORK

Introduction

The City of Miami Beach (OWNER) Department of Public Works (DPW) is creating an Infrastructure Management System (IMS). The IMS encompasses infrastructure asset management, service request management and work order management. OWNER has selected Camp Dresser & McKee Inc. (ENGINEER) to provide the services outlined herein using the OWNER's normal procurement process.

The IMS Professional Services Agreement was approved by OWNER's Commission on June 8, 2005. ENGINEER has been working with OWNER to implement a Computerized Maintenance Management System (CMMS). The selected CMMS software package, Cityworks by Azteca, operates in an ESRI GIS environment. Cityworks can operate in either an "attached mode" where service requests and work orders can be associated with specific assets (pipe, hydrant, valve, street light pole, etc.), at their location or an "unattached mode" where service requests and work orders are associated with street addresses or an intersection.

Under the first service order, Cityworks was configured in the unattached mode for the following six different City operations and maintenance functions:

- Water Distribution
- Sanitary Sewer Collection
- Storm Water Conveyance
- Streets
- Street Lighting
- Sanitation

All functions except for Sanitation will, at the end of this GIS Data Conversion effort, be represented in the GIS by individual assets against which service requests and work orders can be attached. These five functions will be represented in the GIS environment by a NETWORK consisting of links (pipe, curb line, etc.) and nodes (catch basin, light pole, etc.).

The main focus of this effort is to perform the data conversion utilizing the existing City AutoCAD files that contain the neighborhood CIP survey data the City has

obtained electronically from various consultants. By utilizing the existing surveys, the City can maximize its investment by capturing the data contained in the surveys and not having to pay to have those areas re-surveyed for the GIS work. The ENGINEER will utilize the work plan which was submitted for the original IMS proposal. However, the plan will be modified due to the increase in the available data for the conversion. This modified work plan will be combined with a source document hierarchy. This hierarchy will document the available source data and give the preference by which the ENGINEER will use the data to populate the GIS. The modified work plan and source document hierarchy list will serve as the roadmap for the GIS data conversion process.

Sanitation service requests and work orders relate to trash pick-ups and other service related to parcels or addresses, and do not involve individual City assets that can be converted into the GIS. Sanitation work orders will therefore continue to be managed in the unattached mode, and there is no GIS data model design or data conversion for the sanitation functions.

The GIS IMS elements outlined herein address the data gathering (office) and digital input that covers the data conversion for each of the NETWORKS. The GIS work will result in an operational GIS for each NETWORK that is linked directly to the CMMS. The CMMS will then be working in attached mode (linked to the assets captured in the GIS).

The OWNER has started using the Cityworks CMMS for work orders (beginning in 2005) in an unattached mode until the GIS is in operation for each NETWORK. Once the GIS is ready for operation the CMMS unattached work orders can be attached to individual GIS assets. This task can be performed by the City staff as part of the GIS systems maintenance.

The GIS and current CMMS will continue to be operated from the computers that were previously installed and configured with the appropriate software during the CMMS installation. Additional seats of the software will not be provided for in this scope of work. Should OWNER require additional seats of CMMS or GIS software to be purchased by ENGINEER or other additional services not outlined herein, OWNER shall address this need through additional services or authorizations.

Assumptions

The following are basic assumptions used as the basis of this GIS – Data Conversion and IMS Services effort that apply to all five NETWORKS. There are also network-specific assumptions contained in the scope below for each NETWORK:

1. ENGINEER will utilize the existing City neighborhood CIP electronic survey data. No initial survey work is contemplated under this service order. Data for facilities not surveyed under the CIP contract will be captured by the best available existing City source as determined by the source document hierarchy list. The source used for the location will be noted in the database, thus providing the ability to determine what additional surveys may be required.

2. GIS features will be displayed in ArcGIS using OWNER's ¼-foot pixel aerials as the base map.

3. Any Data Conversion feature information with problems that cannot be reconciled with the existing source information will be presented to OWNER as a problem feature. Problem features will be made available to OWNER through an eRoom site. The eRoom site is a project collaborative tool that sends an automated notification to OWNER each morning that new problems have been loaded to eRoom. OWNER will then have 10 business days to resolve problem features to enable ENGINEER to collect asset information. Any problems not resolved by OWNER within 10 business days will be placed for display purposes using the best existing source and flagged as an unresolved problem in the GIS. These unresolved problems will be the responsibility of OWNER to resolve in the future during normal GIS maintenance activities, or by authorizing the ENGINEER to survey the feature.

4. OWNER is currently performing additional detailed surveys for neighborhood CIP projects. These may contain detailed site surveys information for some assets. OWNER desires to use this additional detailed survey information. OWNER will provide electronic AutoCAD drawings of the additional detailed surveys to ENGINEER for Task 1.1 and any new drawings to be used no later than June 30, 2006 prior to ENGINEER's start of any work in a specific neighborhood. The ENGINEER is not performing any field surveying services under this service order unless directed by the OWNER as an additional service.

5. OWNER and ENGINEER shall agree to the overall sequencing of data conversion (by network, neighborhood or defined area). Any deviation from this sequencing, for example to support other ongoing projects by OWNER, will be upon mutual agreement of OWNER and ENGINEER.

6. Surveys for the neighborhood improvements are for "existing conditions." Changes to the infrastructure as a result of the neighborhood improvements projects will need to be captured by the City as a part of their GIS maintenance program.

7. The resulting data conversion effort will have a confidence rating of 95%. The 95% confidence rating reflects a repeatability of measurement or capture from the sources for those structures checked. Once a data set passes the quality assurance check at the 95% confidence level, ENGINEER will not be responsible for correcting individual errors identified by OWNER. However, ENGINEER may, at their discretion, provide additional automated processes to correct repeated errors that can be easily corrected.

8. The unattached work orders being developed by the City prior to the GIS data conversion effort will remain in an unattached mode.

9. If the attribute data is unavailable to the ENGINEER during the data conversion effort the ENGINEER will populate the attribute with a pre-determined default value.

10. The ENGINEER will capture only those features contained in the neighborhood surveys, other supplied source documents or identifiable from the digital orthophotographs.

Scope of Services

The following tasks outline the activities that will be performed to complete the data conversion effort:

Task 1 GIS Data Conversion Program

ENGINEER shall develop a draft source document hierarchy list, review the converted data, review the geodatabase structure and based on the results, finalize both the OWNER approved geodatabase model and the data conversion plan. GIS data conversion will be performed for each of the five NETWORKS requiring an asset base using the final source document hierarchy list.

Task 1-1 Check Existing Survey Data

ENGINEER will review existing neighborhood CIP electronic survey data. ENGINEER will prepare a memo and spreadsheet summarizing the following:

- Coverage of the five networks with respect to the completeness of the survey for each network within their respective neighborhood.
- Checking on any available information pertaining to the horizontal and vertical datum used in the survey to try to verify that all data in the GIS will be consistent.
- A list of the roadways required (if any) to be surveyed to maintain the same level of accuracy for the networks in each neighborhood. For use by the OWNER.
- Provide a high level summary of the attributes expected to be populated from the existing sources for each NETWORK feature class.

The existing survey data review memo findings will be used as part of the overall GIS conversion. Correction of any deficiencies identified with respect to the neighborhood CIP surveys will require written authorization by the OWNER.

Task 1-2 Gather Digital Data and Develop Work Plans

OWNER has existing digital files that describe the locations of the various networks and their structures to be captured outside of the existing neighborhood areas. This data includes AutoCAD drawings of OWNER's atlas map of the Sewer System, scanned copies of sewer lateral cut sheets, and scanned copies of OWNER's atlas maps for Water, Storm Water and Street Light Systems. As questions arise, additional files may be requested. OWNER will supply to ENGINEER any additional existing OWNER source documents as digital files needed for the data conversion effort

within ten days after the request by ENGINEER. This shall include updates to the existing atlas and sewer lateral cut sheet drawings in scanned image tiff (.tif) or jpeg (.jpg) file format and other related digital data files. These updates shall be provided at least 60 days prior to the start of work for each network. ENGINEER shall also review the area of coverage for each of the existing AutoCAD neighborhood area surveys and the proposed areas of coverage for any upcoming neighborhood surveys to be supplied by the City.

ENGINEER will review the source data as available. The goal of this review is to determine which data can be most efficiently used to undertake the network data conversion work. Another goal is to determine the availability of attribute information from various sources.

ENGINEER will produce a Source Data Assessment memo that includes:

- A general description of the attributes available from each source;
- A method for OWNER to use documents in support of resolving Problem Feature Reports; and
- Recommendations for a priority to the networks and Neighborhood areas.
- A hierarchy of sources through which the ENGINEER will use to select which data source to utilize for the conversion.

Task 1-3 Finalize Database Design

Based on OWNER approved provided recommendations ENGINEER suggested attribute default and standard graphics placement and connectivity rules, ENGINEER shall make changes to the existing design of each network geodatabase model. ENGINEER will make the changes in the final geodatabase and provide OWNER with the documentation that these changes have been made.

Task 2 Network System Data Conversion

ENGINEER shall gather available information from the existing City neighborhood surveys and other OWNER supplied Network information and perform GIS data conversion for the following Network Systems.

2.1 Sanitary Sewer

Feature	Number of Features (Approx.)
Force Main	630
Gravity Main	3,240
Lateral Line	13,500
Cleanout	13,500
Manhole	3,100
Valve Box	260
Fitting	4,000

Sewer Structure	180
Pump Station	25
Total	38,440
Conversion Cost	$205,000
Avg. Cost per Feature	$5.33

2.2 Water Distribution

Feature	Number of Features (Approx.)
Water Main	12,460
Service Line	12,600
Fire Hydrant	890
Fitting	19,300
Pump Station	6
Valve	4,870
Service Meter	12,600
Total	62,730
Conversion Cost	$168,000
Avg. Cost per Feature	$2.67

2.3 Storm Sewer

Feature	Number of Features (Approx.)
Catch Basin, Outfall Manhole, Pump Station, Well, Valve, Exfiltration Structure, Storm Water Structure	8,000
Gravity Main and Force Main	8,000
Basin	49
Total	16,050
Conversion Cost	$110,000
Avg. Cost per Feature	$6.85

2.4 Street Lights

Feature	Number of Features (Approx.)
Light Pole	5,430
Service Point	380
Conductor	10,860
Pull Box	5,430
Total	22,100
Conversion Cost	$116,000
Avg. Cost per Feature	$5.25

2.5 Streets

Feature	Number of Features (Approx.)
Street	2,960
Sidewalk	4,210
Curb and Gutter	16,270
Intersection	1,680
Bridge	72
Total	25,190
Conversion Cost	$120,000
Avg. Cost per Feature	$4.76

For each Network, the ENGINEER will perform the following tasks:

Feature System Location and Inventory

ENGINEER shall obtain feature X, and Y (and Z if available) and required coordinates using the available existing City neighborhood survey information. ENGINEER will obtain information of the features not in the existing City neighborhood survey information using the best available OWNER supplied sources.

Build GIS from Available Sources

ENGINEER shall build the GIS infrastructure from the neighborhood CIP electronic survey drawings enhanced by the City's existing sewer atlas and other sources.

Delivery of Converted Test Area Data (Sewer)

ENGINEER will prepare a small 2-3 block area for the sanitary sewer network for delivery to the OWNER. The OWNER will review the test area and submit comments back to the ENGINEER within five (5) days. The OWNER's comments on the test area will be incorporated onto the final Network Conversion.

Delivery of Converted Network

ENGINEER will prepare and deliver to OWNER one digital copy of the converted Network System data. OWNER shall review the converted Network data for acceptance. OWNER shall notify ENGINEER of acceptance of each Network within 30 days of delivery.

Task 3 Project Quality/Management and Coordination

ENGINEER shall conduct a project kick-off meeting with key OWNER staff representatives. The kick-off meeting will provide an overview of the scope of services, schedule, discussion of the problem feature resolution process and coordinate involvement of OWNER staff throughout the project. ENGINEER shall prepare minutes and action items resulting from this meeting.

ENGINEER shall prepare and provide a project schedule to OWNER in Microsoft Project format. The project schedule and budget will be used by ENGINEER's and OWNER's project managers to track project progress, and will be updated monthly.

ENGINEER's project manager and other key staff, as appropriate, shall meet monthly with OWNER's project manager to provide a project status report. This meeting shall include the status of the project schedule and budget, address project issues, etc.

ENGINEER's project manager will prepare monthly written progress reports summarizing activities completed and financial progress. The report will identify any problems, which are ongoing or may be anticipated with respect to schedule, scope, or budget.

ENGINEER will provide for general project coordination, including work planning, and preparation for and attendance at the 12 monthly meetings for a period of up to 12 months with City staff. Any additional meetings will be considered an additional service.

ENGINEER will provide management functions required to administer the project elements including schedule and budget. The project manager will prepare for and hold regularly scheduled internal monthly status meetings with key project staff members throughout the life of the project. ENGINEER will maintain a program of quality control on this project, including review of work products and deliverables by qualified staff.

The final quality assurance testing all products will assess the data and map products that demonstrate intended to test both the quality of the deliverables and the integrity of the data conversion progress. Another benefit of the testing process is the opportunity to identify anomalies or problems in the production process and modify them to prevent the future introduction of errors.

- **Automated Quality Assurance Testing** - During this process, the automated programs that were used during the data conversion process will be re-run against the existing data. Any discrepancies identified during the automated tests will be corrected, and the tests will be re-run until the data passes without errors.

- **Random Sample Quality Assurance Testing** - Specifications, procedures and software will be developed to select a random sampling of features and attributes from each deliverable data set. No data sets will be submitted without passing the final quality assurance testing.

ENGINEER shall maintain a project-specific eRoom web-site to be used by OWNER and ENGINEER for the transfer of data and digital file storage of key project information, including digital copies of the problem resolution forms.

Warranty Obligation

For a period of one year commencing on the OWNER's final acceptance of the Network data, CDM shall, at no cost to the OWNER, re-perform any of its services required as a result of CDM's failure to meet its warranty obligations contained in Section 3.15 – Warranty - of the Master Services Agreement.

Task 4 Feature Survey Additional Services (Optional)

It is anticipated that the OWNER's entire Public Works Networks can be captured into the GIS with the existing City (source document) data. A majority of this data, in particular, location (X,Y) will be covered by the Neighborhood surveys. For those features either omitted in the survey area, or not covered by the survey itself, the OWNER may choose to update the feature as survey data becomes available. This would be part of the GIS maintenance activities. As part of the data conversion process, the ENGINEER will add an attribute to each GIS feature to describe the source of its location data to assist the OWNER with this task.

If the OWNER chooses to update the GIS data through an additional authorization for survey to the ENGINEER, the following "budget cost" is anticipated per various feature types:

Feature Type	Data	Per Point Cost
Surface Feature (Manhole, Catch Basin, etc.)	x, y, z (RTK)	$15-20[1]
Surface Feauture (Streets, Valves, Streetlights)	x, y (RTD)	$9 [1]

[1] This assumes light traffic control and attribute data collection from paper sources.

The "budget" per point cost assumes that the OWNER will authorize all the survey at once, there are a reasonable amount of points to recover costs, and that the surveys will be grouped close enough that multiple networks can be covered in a single pass. The survey portion (if requested) is subject to renegotiation by mutual agreement of the OWNER and the ENGINEER once the total amount of survey is determined by the OWNER.

DATA OR ASSISTANCE TO BE PROVIDED BY OWNER

A. Assign a Project Manager to represent OWNER on this assignment and assign a representative for each of the NETWORKS as the point of contact for that NETWORK

B. Assist in the scheduling of necessary meetings and workshops during the execution of Work by ENGINEER

C. Provide secure outside access (telephone line dial-up or VPN) to ENGINEER for OWNER's computer network system

D. Provide scanned source documents for data conversion including water atlas, sewer atlas, sewer lateral cut sheets, storm sewer atlas, etc, along with related digital excel files as required.

E. Perform all problem resolution activities within designated resolution time (10 days)

F. Review ENGINEER's deliverables within the review time frames

G. Field survey of CIP projects for various neighborhoods improvements in digital format

H. Data Format of digital AutoCAD Neighborhood drawings

I. New AutoCAD Neighborhood drawings before June 30, 2006.

J. City sewer atlas AutoCAD drawing, most current version

K. City's most current digital (¼-foot pixel) orthophotos.

L. Review and approval of the Source Data Assessment Report within ten days of receipt.

M. Acceptance or rejection of completed GIS deliverables within 30 days of receipt.

DELIVERABLES

A. Project Schedule;

B. Meeting Minutes and Action Items for each formal meeting;

C. Source Data Assessment Report;

D. Interim Data Conversion Deliverables;

E. CD or DVD containing both the converted geodatabase and any ENGINEER georeferenced world files for OWNER scanned source documents;

TIME OF COMPLETION

Scope of services will commence within two weeks after receipt of the written Notice to Proceed to ENGINEER and will be completed in 382 calendar days in accordance with the project schedule developed under Task 1. A preliminary schedule is attached to this Service Order.

PAYMENT AND COMPENSATION

The total fee and basis for the above services based upon the scope of work presented in this Service Order is a total lump sum amount of $850,000. For invoice purposes only, the value of each task is as summarized below:

Task	Description/Component of Work	Amount
1.0	GIS Data Conversion Program	$60,000
2.1	Sanitary Sewer System Data Conversion	$205,000
2.2	Water Distribution System Data Conversion	$168,000
2.3	Storm Water System Data Conversion	$110,000
2.4	Street Lights Data Conversion	$116,000
2.5	Streets Data Conversion	$120,000
3.0	Project Quality/Management and Coordination	$71,000
Total Service Order No. 2 Tasks 1.0 to 3.0 – (Lump Sum)		**$850,000**

The cost was developed based on the total points visible from the scanned drawings provided by OWNER. It is assumed that the total numbers of each category in the GIS project will be less than 110% of the total for each category. If the total quantity is less than 90% or greater than 110%, the OWNER and ENGINEER may negotiate a mutually agreed to fee adjustment.

ENGINEER shall submit monthly invoices to OWNER. Each invoice shall include a monthly written status report. Invoicing for the lump sum total of $850,000 (Task 1.0 - 3.0) will be based in accordance to the percentage of the project complete.

RESOLUTION TO BE SUBMITTED

Condensed Title:

Amend Resolution No. 99-23225, Expanding parking areas for Residential Parking Zone One (South Pointe).

Key Intended Outcome Supported:

Improve Parking Availability

Issue:

Should Residential Parking Zone One/South Pointe be expanded?

Item Summary/Recommendation:

A petition was received from residents of the Zone One/South Pointe requesting amendments to the existing program. The Parking Department formulated the following recommendations for affected residents to review, comment, and provide input.

- Expand restricted parking areas to the north side of 4th Street between Euclid Avenue and Alton Road.
- Expand parking opportunities to the 400 blocks of Euclid, Meridian, Jefferson, Michigan, and Lenox Avenues.

A publicly noticed Workshop was held on January 25, 2006. The Workshop was held in order to provide information and recommendations regarding the amendments to the Residential Parking Program (RPP) and to seek comments, suggestions, and input from the affected residents in order to develop a consensus. Subsequently, the City's Transportation and Parking Committee (TPC) endorsed the Administration's recommendation at their regularly scheduled meeting on March 6, 2006.

A balloting process through the mail was conducted to gauge resident endorsement or non-endorsement of the proposed amendments to the residential parking program. There were 309 ballots received of 2,729 ballots distributed for a response rate of 11.32%. The final results are as follows:

Residents **endorsing** the proposed amendments:	258 (83.4%)
Residents **not endorsing** the proposed amendments:	51 (16.6%)
Total:	**309 (100%)**

Advisory Board Recommendation:

Approved at the March 6, 2006 Transportation and Parking Committee Meeting.

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager

MIAMIBEACH

AGENDA ITEM R7H
DATE 6-7-06

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING RESOLUTION NO. 99-23225, EXPANDING PARKING AREAS FOR RESTRICTED RESIDENTIAL PERMIT PARKING ZONE ONE (SOUTH POINTE) ON THE NORTHSIDE OF 4TH STREET BETWEEN ALTON ROAD AND EUCLID AVENUES; AND ON THE 400 BLOCKS OF EUCLID, MERIDIAN, JEFFERSON, MICHIGAN, AND LENOX AVENUES.**

ADMNISTRATION RECOMMENDATION:

Adopt the Resolution.

ANALYSIS:

The City of Miami Beach Parking Department received a petition from residents of the Zone One/South Pointe Restricted Residential Parking Permit Program requesting amendments to the existing RPP (Residential Parking Program). The City of Miami Beach Parking Department formulated recommendations for affected residents to review, comment, and provide input. Please refer to the attached map to review said amendments.

Proposed Amendments:

- Expand restricted parking areas to the north side of 4th Street between Euclid Avenue and Alton Road.
- Expand parking opportunities to the 400 blocks of Euclid, Meridian, Jefferson, Michigan, and Lenox Avenues.

To this end, a publicly noticed Workshop was held at 6:00 P.M. on Wednesday, January 25, 2006, The Workshop was held in order to provide information and recommendations regarding the amendments to the RPP and to seek comments, suggestions, and input from the affected residents in order to develop a consensus. Subsequently, the City's Transportation and Parking Committee (TPC) endorsed the Administration's recommendation at their regularly scheduled meeting on March 6, 2006.

Procedurally, the next step was to have affected residents complete a balloting process through the mail which the Mayor and Commission may use as another tool to gauge resident endorsement or non-endorsement of the proposed amendments to the residential parking program. The ballots provided the following instructions: Please check (X) for only one of the two options on the enclosed postcard; provide your name and address; and place it in the mail.

( ) Yes, I **do** endorse implementing the amendments to Zone One/South Pointe Restricted Residential Parking Program.

( ) No, I **do not** endorse implementing the Zone One/South Pointe Restricted Residential Parking Program.

There were 309 ballots received of 2,729 ballots distributed for a response rate of 11.32%. The final results are as follows:

Residents **endorsing** the proposed amendments to Residential Parking Zone One/South Pointe:	258 (83.4%)
Residents **not endorsing** the proposed amendments to Residential Parking Zone One/South Pointe:	51 (16.6%)
Total:	**309 (100%)**

CONCLUSION

The Mayor and City Commission should approve the recommended amendments to Residential Parking Permit Zone One/South Pointe, providing for expanded restricted parking areas on the north side of 4th Street between Euclid Avenue and Alton Road and expanding parking opportunities on the 400 blocks of Euclid, Meridian, Jefferson, Michigan, and Lenox Avenues for bona fide residents in the area.

JMG/RCM/SF SK
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RESIDENTIAL PARKING PERMIT ZONE 1

City of Miami Beach Parking Department
South Pointe/Zone One
Proposed Residential Parking Program Amendments

EXISTING RESTRICTED ZONE

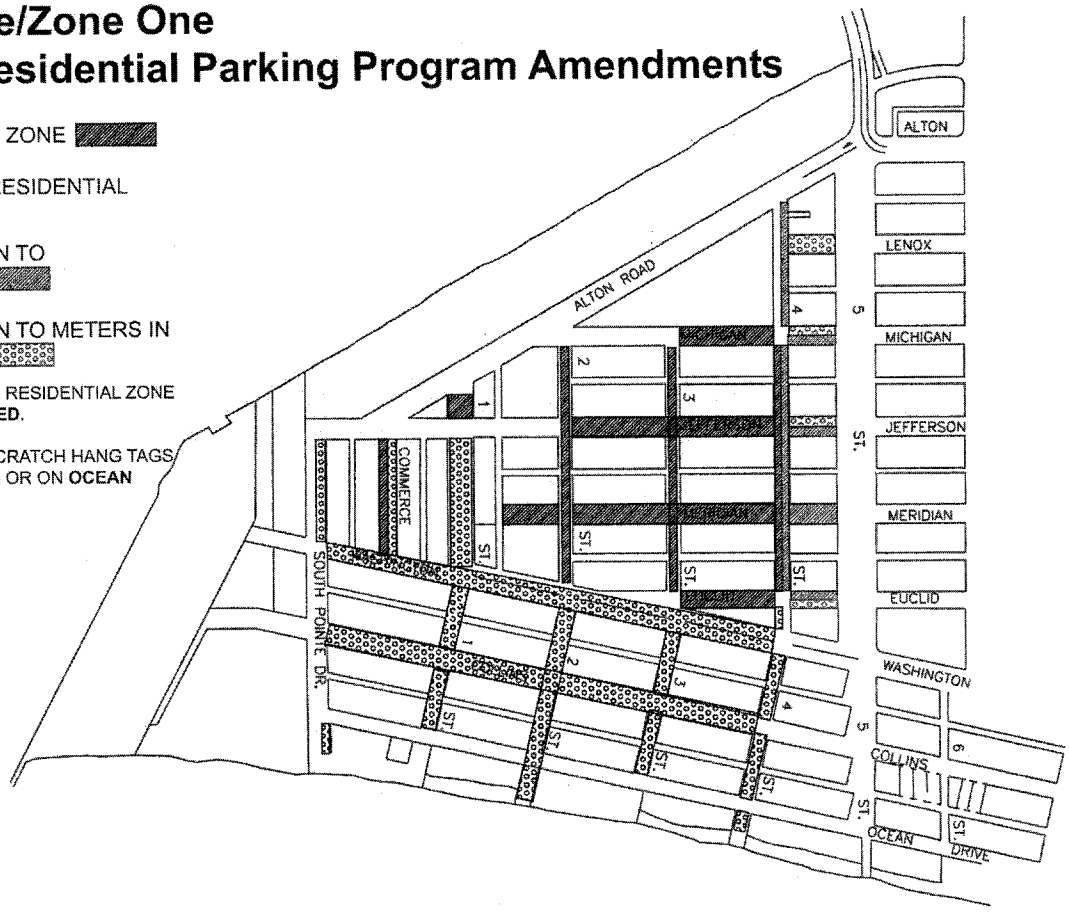
EXISTING METERS IN RESIDENTIAL ZONE

PROPOSED EXPANSION TO RESTRICTED ZONE

PROPOSED EXPANSION TO METERS IN RESIDENTIAL ZONE

PARKING AT METERS IN THE RESIDENTIAL ZONE IS **FIRST COME FIRST SERVED.**

VISITOR HANG TAGS AND SCRATCH HANG TAGS ARE **NOT VALID** AT **METERS** OR ON **OCEAN DRIVE.**



RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING RESOLUTION NO. 99-23225, EXPANDING PARKING AREAS FOR RESTRICTED RESIDENTIAL PERMIT PARKING ZONE ONE (SOUTH POINTE) ON THE NORTHSIDE OF 4TH STREET, BETWEEN ALTON ROAD AND EUCLID AVENUES, AND ON THE 400 BLOCKS OF EUCLID, MERIDIAN, JEFFERSON, MICHIGAN, AND LENOX AVENUES, RESPECTIVELY, AS PROVIDED IN SECTION 106-78 OF THE MIAMI BEACH CITY CODE.

WHEREAS, pursuant to the requirements for creation of residential permit parking areas, as provided in Section 106-78 of the City Code, Resolution No. 99-23225 expanded and established restricted residential parking in the South Pointe neighborhood; and

WHEREAS, residents of the South Pointe area have petitioned the City requesting expansion of said Parking Zone One; and

WHEREAS, the Parking Department has surveyed the area and recommended expanding the residential Parking Zone One as follows:

- Expand restricted parking areas to the north side of 4th Street, between Euclid Avenue and Alton Road,
- Expand parking opportunities to the 400 blocks of Euclid, Meridian, Jefferson, Michigan, and Lenox Avenues, respectively; and

WHEREAS, a publicly noticed workshop was held on January 25, 2006, to receive comments and input regarding said amendment; and

WHEREAS, the Transportation and Parking Committee endorsed the Administration's recommendation at its regularly scheduled meeting on March 6, 2006; and

WHEREAS, a straw balloting process was also conducted by the City's Parking Department to gauge resident endorsement/non-endorsement of the proposed amendment and said balloting yielded the following results:

There were 309 ballots received of 2,729 ballots distributed for a response rate of 11.32%. The final results were as follows:

Residents **endorsing** the proposed amendments to Residential Parking Zone One/South Pointe:	258 (83.4%)
Residents **not endorsing** the proposed amendments to Residential Parking Zone One/South Pointe:	51 (16.6%)
Total:	**309 (100%)**; and

WHEREAS, accordingly, the City's Parking Department, as required by Section 106-78 (b) of the City Code, has provided notice of proposed amendment to every household that can reasonably be established within the proposed expanded parking zone; and

WHEREAS, the Administration would recommend that, following the public hearing to consider the aforesaid proposed amendment to Parking Zone One, the Mayor and City Commission adopt this Resolution.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission, hereby amend Resolution No. 99-23225, expanding parking areas for Restricted Residential Permit Parking Zone One (South Pointe) on the north side of 4th Street, between Alton Road and Euclid Avenue, and on the 400 blocks of Euclid, Meridian, Jefferson, Michigan, and Lenox Avenues, respectively, as provided in Section 106-78 of the Miami Beach City Code.

PASSED AND ADOPTED this_____ day of _____, 2006

_____
MAYOR

ATTEST:

_____
CITY CLERK

JMG/RCM/SF
T:\AGENDA\2006\JUNE72006\REGULART\ZONEONESOUTHPPOINTAMEND.RESO.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

5/31/06

City Attorney Date

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R9
New Business
And
Comm. Requests

MIAMIBEACH

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

OFFICE OF THE CITY CLERK, Robert Parcher, City Clerk
TEL: (305) 673-7411, FAX: (305) 673-7254

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

From: Jorge M. Gonzalez, City Manager

Date: June 7, 2006

Subject: BOARD AND COMMITTEES

ADMINISTRATION RECOMMENDATION:

That appointments be made as indicated.

BACKGROUND:

Attached are the applicants that have filed with the City Clerk's Office for Board and Committee appointments.

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Disability Access Committee	7	Commissioner Richard L. Steinberg	1	Page 15
Health Advisory Committee	11	City Commission	1	Page 18
Hispanic Affairs Committee	7	Commissioner Simon Cruz	1	Page 21
Housing Authority	5	Mayor David Dermer	1	Page 23

Agenda Item R9A
Date 6-7-06

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Marine Authority	7	Commissioner Richard L. Steinberg	1	Page 25
Miami Beach Commission on Status of Women	21	Commissioner Richard L. Steinberg Commissioner Simon Cruz	1 1	Page 26
Miami Beach Sister Cities Program	24	Mayor David Dermer	1	Page 29
Normandy Shores Local Gov. Neighborhood Impv.	3	City Commission	3	Page 30
Oversight Committee for General Obligation Bond	13	City Commission	2	Page 31
Parks and Recreational Facilities Board	10	Mayor David Dermer	1	Page 32
Personnel Board	10	City Commission	4	Page 33
Safety Committee	14	Commissioner Matti H. Bower	1	Page 40

Attached is breakdown by Commissioner or City Commission:

JMG:REP/lg

NON-CITY COMMISSION COMMITTEES

Commissioner Matti Herrera Bower

- Miami Beach Transportation Management Association (TMA)
- Dade Cultural Alliance
- Tourist Development Council
- Performing Arts Center Trust (PACT)

Commissioner Luis R. Garcia, Jr.

- Unclassified Employees and Elected Officials Retirement System
- Greater Miami Convention and Visitors Bureau

Commissioner Richard L. Steinberg

- Miami-Dade County Homeless Trust Board - Appointed by Miami-Dade League of Cities
- Miami-Dade League of Cities
- Metropolitan Planning Organization

City Commission Committees

Committee	Position	First Name	Appointed by	Appointed
Finance & Citywide Projects Committee				
	Liaison	Patricia Walker, Chief Financial Offi	Mayor Dermer	12/09/05
	Alternate	Commissioner Simon Cruz	Mayor Dermer	12/09/05
	Vice-Chair	Commissioner Richard L. Steinberg	Mayor Dermer	12/09/05
	Chairperson	Commissioner Saul Gross	Mayor Dermer	12/09/05
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	12/09/05
Land Use & Development Committee				
	Liaison	Jorge Gomez, Planning Director	Mayor Dermer	12/09/05
	Alternate	Commissioner Jerry Libbin	Mayor Dermer	12/09/05
	Vice-Chair	Commissioner Saul Gross	Mayor Dermer	12/09/05
	Chairperson	Commissioner Matti Herrera Bower	Mayor Dermer	12/09/05
	Member	Commissioner Luis R. Garcia	Mayor Dermer	12/09/05
Neighborhood/Community Affairs Committee				
	Liaison	Vivian Guzman, Neighborhood Ser	Mayor Dermer	12/09/05
	Alternate	Commissioner Matti Herrera Bower	Mayor Dermer	12/09/05
	Member	Commissioner Jerry Libbin	Mayor Dermer	12/09/05
	Vice-Chair	Commissioner Richard Steinberg	Mayor Dermer	12/09/05
	Chairperson	Commissioner Luis R. Garcia	Mayor Dermer	12/09/05

MIAMIBEACH

CITY COMMISSION APPOINTMENTS
June 7, 2006
At-Large Appointments Aid

	BOARD OR COMMITTEE		TERM END
1.	*Health Advisory Committee*		
	To replace Heidi Azari	Nursing Profession	12/31/07
2.	*Normandy Shores Local Gov. Neighborhood Impv.*		
	To replace Raquel Fuentes		12/31/07
	To replace Michael Schwartz		12/31/07
	To replace Dick Yousoufian		12/31/07
3.	*Oversight Committee for GOB*		
	To replace Judy Gelber	North Beach	12/31/06
	To replace Sherri Krassner	Middle Beach	12/31/06
4.	*Personnel Board (5/7 votes)*		
	To replace Orlando Alvarez, Jr.		12/31/07
	To replace Rosalie Pincus		12/31/06
	To replace Marcelo Llorente		12/31/07
	To replace Jack Bernstein		12/31/07

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **BOARD AND COMMITTEE APPOINTMENTS – CITY COMMISSION APPOINTMENTS**

ADMINISTRATION RECOMMENDATION

Make appointments as indicated.

BOARDS AND COMMITTEES

1. Health Advisory Committee
2. Normandy Shores Local Government Neighborhood Improvement
3. Oversight Committee for General Obligation Bond
4. Personnel Board

JMG/REP

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Agenda Item R9A1
Date 6-7-06

COMMISSION COMMITTEE APPOINTMENTS

1. Health Advisory Committee

Board and Committees Current Members

Health Advisory Committee

Sec. 2-81 2002-2358

Composition:

Eleven (11) voting members. Appointed by the City Commission at-large, upon recommendations of the City Manager:
Two (2) members shall be the chief executive officers (CEO's) or their designated administrators from each of the following local hospitals:
1) Mount Sinai Medical Center,
2) South Shore Hospital,
One (1) member shall be the Chief Executive Officer (CEO) from Stanley C. Myers Community Health Center or his/her designee administrator;
Two (2) member shall be an administrator from an Adult Congregate Living Facility (ACLF). And/or an Assisted Living Facility (ACLF);
One (1) member shall be a representative from the nursing profession;
One (1) member shall be a health benefits provider;
Two (2) members shall be physicians.;
Two (2) members shall be consumers consisting of:
1) one (1) individual from the corporate level and ;
2) one (1) private individual.

There shall be one (1) non-voting ex-officio representative from each of the following: The Miami Dade County Health Department and the Fire Rescue Department. The director of the Office of the Children's Affairs shall be added as a non-voting ex-officio member of the board.
City Liaison: Cliff Leonard

Vacancy:

To replace Heidi Azari	Nursing Profession	12/31/2007	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Abraham	Galbut	ACLF	12/31/2006	City Commission	12/31/09
Daniel	Nixon	Private Industry	12/31/2007	City Commission	12/31/07
Dr. Rasciciel	Socarraz	Health Provider	12/31/2007	City Commission	12/31/09
Dr. Ronald	Shane	Private Industry	12/31/2007	City Commission	12/31/09
Jorge	Perez	Physician	12/31/2006	City Commission	12/31/09
Joyce	Galbut	Adm. Adult Cong Livn.	12/31/2006	City Commission	12/31/09
Kathryn	Abbate	CEO, Stanley Myers (NTL)	12/31/2006	City Commission	
Steven	Sonenreich	CEO/Mt. Sinai/MH (NTL)	12/31/2006	City Commission	
William	Zubkoff	C.E.O.. So. Shore (NTL)	12/31/2006	City Commission	
Zalman	Bacheikov	Dentist	12/31/2006	City Commission	12/31/06

Maria Ruiz	ex-officio, Director of Children's Affairs
Sonia Albury	rep. From the Health Council of South Fla

Applicants	Position/Title	Applicants	Position/Title
Craig Berko	Chiropractor/Physician	David Fink	
Emilio Suster		Harriet Feuerman	
Katherine Pener	Retired Teacher	Marc Umlas	
Mark Sinnreich	MD	Michael Baum	Nurse

Board and Committees Current Members

Nancy El-Amir	Nicole Nedd	
Richard Silverman	Rolando Rodriguez	
Shawn Loftis	Stephen Zaron	Physician/Consumer Private

COMMISSION COMMITTEE APPOINTMENTS

2. Normandy Shores Local Government Neighborhood Improvement

Board and Committees Current Members

Normandy Shores Local Gov. Neighborhood Impv.

Sec 42

Composition:

The Advisory Council shall be appointed by the Board of Directors (City Commission) and composed of three members of the Executive Committee of the Normandy Shores Homeowner Association. On behalf of the Board of Directors, the City Clerk shall solicit from the Executive Committee the eligibity list of its members for appointment consideration. The Advisory Council shall be composed of the three members of the Executive Committee of the Normandy Shores Homeowners Association as per Resolution No. 97-22449 adopted July 2, 1997.

Vacancy:

Raquel Fuentes	TL 12/31/07	12/31/2007	City Commission
Michael Schwartz	TL 12/31/07	12/31/2007	City Commission
Dick Yousoufian	TL 12/31/07	12/31/2007	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
New	Member		12/31/2007	City Commission	

Applicants	Position/Title	Applicants	Position/Title
Helen Borges		Jacobo Epelbaum	
Michael Ritus		Rhonda Truffin	

COMMISSION COMMITTEE APPOINTMENTS

3. Oversight Committee for General Obligation Bond

Board and Committees Current Members

Oversight Committee for General Obligation Bond

Sec. 2-190.126

Composition:

Thirteen (13) members consisting of two (2) residents from the following areas:
1) North Beach;
2) Middle Beach;
3) South Beach;
4) one (1) member from each of the following organizations:
the Budget Advisory Committee,
the Planning Board,
the Chamber of Commerce,
the Transportation and Parking Committee,
the Community Development Advisory Committee (who shall be a voting member),
one from the Historic Preservation Board (who shall be a voting member),
one (1) MEMBER FROM THE CITY COMMISSION.
City Liaison: Jorge Chartrand

Vacancy:

To replace Judy Gelber ex-officio of the Transportation and Pkg. Comm.	North Beach	12/31/2006	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Christina	Cuervo	Middle Beach	12/31/2007	City Commission	12/31/10
Donna	Feig	North Beach	12/31/2007	City Commission	12/31/11
Ruth	Remington	South Beach	12/31/2007	City Commission	12/31/11
Scott	Needelman	South Beach	12/31/2006	City Commission	12/31/08
Sherri	Krassner	Middle Beach	12/31/2006	City Commission	12/31/06

Alexander Annunziato	voting member of CDAC
Jeryl (Deede) Weithor	Budget Advisory Comm.
Joy Malakoff	ex-officio member Planning Board
Mayor David Dermer	Member from City Commission
Mitch Novick	voting member of the Historic Pres. Bd)
Sara Gutierrez	MBCC Representative

Applicants	Position/Title	Applicants	Position/Title
Barbara Gelber		Charles Burkett	Middle Beach
Dave Patlak		Dwight Kraai	
Gabrielle Redfern		Gary Weiner	
Jeffrey Rynot		Judy Gelber	North Beach
Julio Lora		Laura Morilla	
Marc Gidney		Martin Wasserman	Attorney
Melissa Lorber	South Beach	Michael Francis	
Stuart Newman		Wil Martinez	

COMMISSION COMMITTEE APPOINTMENTS

4. Personnel Board

Board and Committees Current Members

Personnel Board

Sec. 2-190.66

Composition:

Ten (10) members appointed by a 5/7 vote.
Six (6) of which shalll be citizens of Miami Beach not in the employment of the city, each having a different vocation;
and three (3) regular employees of the City of Miami Beach, to be elected by the probationary and regular employees of the city and who shall be elected from the employees of regular status in the respective groups:

Group I shall consist of the employees of the Police Department, Fire Department and Beach Patrol Department,
Group II shall consist of employees who are in clerical and executive positions,
Group III shall consist of all other employees,

The Personnel Director is a non-voting member.
City Liaison: Mayra Buttacavoli

Vacancy:

Orlando Alvarez, Jr.	To replace	12/31/2007	City Commission
	To replace Rosalie Pincus	12/31/2006	City Commission
Marcelo Llorente	To replace	12/31/2007	City Commission
Jack Bernstein	To replace	12/31/2007	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Amy	Perry		12/31/2006	City Commission	12/31/09
Diane	Downs		12/31/2006	City Commission	12/31/09
Jimmy Newton		elected 7/31/03 - exp. 7/31/06 Group III			
Mayra Buttacavoli		Human Resources Director			
Patricia Becerra		re-elected 8/17/04 - exp. 7/31/07 Group II			
Renato Sejas		elected 7/11/05 - exp. 7/31/08- Group I			

Applicants	Position/Title	Applicants	Position/Title
Alex DeGasperi		Annette Cannon	
Barbara Woolverton	Human Resources Director	David Alschuler	Attorney
Elsa Orlandini		Jeffrey Rynot	
Lee Spiegelman			

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CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: SIMON CRUZ
COMMISSIONER

DATE: JUNE 1, 2006

RE: AGENDA ITEM

Please place on the June 7th, 2006 City Commission Meeting Agenda my nomination of Stephen J. Bernstein to the Personnel Board. His resume is attached.

SC/ml

Attachments

STEPHEN J. BERNSTEIN

6061 North Bay Road • Miami Beach, Florida 33140
Phone 305.776.8618 • steve@westvest.com

PROFESSIONAL EXPERIENCE

2003 – Present **WESTVEST ASSOCIATES** **Miami, FL**

Vice President

- Develop and renovate commercial and residential real estate as both project manager and principal, including retail, single family homes, office building and industrial/warehouse.
- Responsible for sales, leasing and management of commercial real estate in south Florida.

2002 - 2003 **PRIVATE EQUITY INVESTOR/CONSULTANT** **Miami Beach, FL**

- Identified and analyzed acquisition candidates for investment group, subsequently negotiating a letter of intent and conducting due diligence of a $36 million (revenue) company. Researched and negotiated to acquire several other companies.
- Provided acquisition and operational consulting to Alberdale Capital and other private investors.

2000 - 2002 **CISNEROS TELEVISION GROUP (CLAXSON)** **Miami Beach, FL**

General Manager - DMX Music Latin America

- Managed the joint venture between Cisneros Television Group and DMX Music (a subsidiary of Liberty Media) including full P&L, sales, budgeting, and planning responsibilities. Increased EBITDA by 135%.
- Reported to a five-member Board of Directors. Managed employees in South America, Miami, and Los Angeles.
- Expanded the company's presence in Argentina, Brazil, Chile, and Mexico through the establishment of new offices, joint ventures, strategic partnerships, and affiliates.
- Integrated business platforms and systems and implemented different business models and products after merger with DMX's Latin American division.

Vice President - Business Development

- Managed the business development function of the leading pay television company in Latin America, including all aspects of acquisitions, joint ventures, and licensing.
- Expanded the company's video, music, and internet business in Brazil, Chile, and Spain through strategic partnerships, joint ventures, and acquisitions.
- Served as acting General Manager of Artist Direct Latin America (a joint venture) including managing staffing, programming and licensing.
- Co-managed the company's venture/strategic investing process including valuation, market analysis, board presentations, and execution of two transactions.

1998 - 1999 **AUTONATION, INC.** **Fort Lauderdale, FL**

Director - Corporate Development

- Managed the divestments function in the mergers and acquisitions department of this Fortune 100 company, completing 22 transactions totaling $275 million.
- Structured complex transactions involving the sale of both stock and assets, managing all aspects of deal execution including valuation, due diligence, closing, and post-closing adjustments.

STEPHEN J. BERNSTEIN

1997 - 1998 **LATIN AMERICAN TRADE FINANCE, LTD.San Francisco, CA/Miami, FL**
Director - Investment Banking

- Developed and executed the financing plan for the $200 million build-out of Dick Clark International Cable Ventures in Mexico and the Dominican Republic.
- Created the business plan and projections, solicited and negotiated with prospective equity and debt investors, and positioned a subsidiary of a cable company for the sale to a strategic Argentinean publisher and cable company.
- Advised a U.S. locomotive component company on its planned acquisition of a Mexican competitor, including cross-border valuations, transaction structuring, and financing.

1996 - 1997 **GENESIS MERCHANT GROUP SECURITIES** **San Francisco, CA**
Associate - Investment Banking

- Developed competitive analyses, pro forma and projected financial statements, selling memoranda, and marketing presentations for merger and acquisition engagements in technology, service, manufacturing, and retail industries.
- Directly represented the firm in all aspects of equity financings for private and public transactions in high technology and biotechnology sectors

1993 - 1994 **BECHTEL INVESTMENTS REALTY, INC.** **San Francisco, CA**
Associate - Finance Department

- Developed and maintained financial models for budgeting and forecasting in the real estate division of investment management company. Prepared asset review reports for Executive Committee indicating strategies for disposition and/or debt restructure.
- Negotiated major single-tenant lease renewal and $40 million loan restructuring.
- Implemented automated system for review and organization of acquisition proposals and evaluated financial data of incoming proposals for possible acquisition candidates.

1992 - 1993 **ERNST & YOUNG** **San Francisco, CA**
Senior Real Estate Consultant

- Managed project teams of consultants in the analysis of commercial real estate.
- Analyzed and evaluated non-performing assets and recommended disposition strategies for the "Bad Bank" created during Security Pacific/Bank of America merger.

1989 - 1992 **PANNELL KERR FORSTER (PKF CONSULTING)** **San Francisco, CA**
Real Estate Consultant

- Appraised and analyzed commercial real estate for lenders, developers and operators. Performed feasibility studies for office, industrial, residential and hospitality projects.
- Conducted fieldwork in Southeast Asia for the study of a proposed $1.6 billion resort in Malaysia.

EDUCATION **UNIVERSITY OF MICHIGAN** **Ann Arbor, MI**
Master of Business Administration - Finance - May 1996

- Graduated with High Distinction; Member of Beta Gamma Sigma Honor Society

CORNELL UNIVERSITY **Ithaca, NY**
Bachelor of Science - Hotel Administration - May 1989

- Concentration in Real Estate Finance

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Robert Parcher, City Clerk

FROM: David Dermer, Mayor

DATE: May 24, 2006

SUBJECT: **BOARD APPOINTMENT**

RECEIVED
06 MAY 24 PM 4:2
CITY CLERK'S OFFICE

I would like to nominate Yamile Jimenez-Soto as Tenant Commissioner for the Miami Beach Housing Authority.

Agenda Item R9A2
Date 6-7-06

MIAMIBEACH

BOARDS AND COMMITTEE APPLICATIO...

Pursuant to City Code section 2-22(4) a and b: Members of agencies, boards, and committees shall be affiliated with the city; this requirement shall be fulfilled in the following ways: a) an individual shall have been a resident of the city for a minimum of six months; or b) an individual shall demonstrate ownership/interest for a minimum of six months in a business established in the city.

Resident of Miami Beach for a minimum of six (6) months: Yes [✓] or No [ ]
Demonstrate an ownership/interest in a business in Miami Beach for a minimum of six (6) months: Yes [ ] or No [ ]
I am applying for a Board appointment because I have special abilities, knowledge, experience: Yes [ ]
My special abilities, knowledge, or experience is: Public Relations
Are you a registered voter in Miami Beach: Yes ☐ or No ☑

NAME: Jimenez-Soto (Last Name) Yamilé (First Name) (Middle Initial)

Home Address: 4B (No.) 1125 Marseilles Drive (Street) Miami Beach (City) FL. 33141 (State) (Zip Code)

Phone: 305-788 8687 (Home) (Work) (Fax) Yamile@Atlanticbb.net (Email address)

(Please check one): I am now a resident of: North Beach ☐ South Beach ☐ Middle Beach ☑

Business Name: _____ Applicant's Position: _____

Address: _____ (No.) (Street) (City) (State) (Zip Code)

☐ Owner ☐ Stockholder/Shareholder ☐ Corporate Officer ☐ Other Explain: _____

Professional License (describe): N/A
Expires: _____

Attach a copy of the license listed above.

1. Have you ever been convicted of a felony: Yes ☐ or No ☑ If yes, please explain in detail: _____

2. Do you currently have a violation(s) of City of Miami Beach codes: Yes ☐ or No ☑. If yes, please explain in detail: _____

3. Do you currently owe the City of Miami Beach any money: Yes ☐ or No ☑. If yes, explain in detail: _____

4. Are you currently serving on any City Boards or Committees: Yes ☐ or No ☑. If yes; which board?

C:\DOCUMENTS AND SETTINGS\COMPGARJ\LOCAL SETTINGS\TEMPORARY INTERNET FILES\OLK87\BC APPLICATION JAN 2006.DOC

What organizations in the City of Miami Beach do you currently hold membership in?

Name: N/A Title:

Name: N/A Title:

List all properties owned or have an interest in, which are located within the City of Miami Beach:

I am now employed by the City of Miami Beach: Yes ☐ or No ☑. If yes, which department?

_____

Pursuant to City Code Section 2-25 (b): Do you have a parent ☐], spouse ☐], child ☐], brother ☐], or sister ☐] who is employed by the City of Miami Beach? Check all that apply. Identify the department(s):

N/A

Please list your preferences in order of ranking [1] first choice [2] second choice, and [3] third choice. **Please note that only three (3) choices will be observed by the City Clerk's Office.**
(Regular Boards of City)

☐ Art in Public Places Committee	☐Housing Authority
☐ Barrier Free Environment Committee	☐Loan Review Committee
☐ Beach Preservation Board	☐Marine Authority
☐ Beautification Committee	☐Miami Beach Cultural Arts Council
☐ Board of Adjustment (Flood Management) *	☐Miami Beach Commission on Status of Women
☐ Budget Advisory Committee	☐Miami Beach Florida Sister Cities
☐ Committee on the Homeless	☐Normandy Shores Local Gov. Neighborhood Improvement
☐ Committee for Quality of Education in Miami Beach	☐North Beach Youth Center Oversight Committee
☐ Community Development Advisory Committee	☐Oversight Committee for General Obligation Bond
☐ Community Relations Board	☐Parks & Recreational Facilities Board
☐ Convention Center Advisory Board	☐ Personnel Board
☐ Debarment Committee	☐ Planning Board *
☐ Design Review Board *	☐ Police Citizens Relations Committee
☐ Fine Arts Board	☐ Production Industry Council
☐ Golf Advisory Committee	☐ Public Safety Advisory Committee
☐ Health Advisory Committee	☐ Safety Committee
☐ Health Facilities Authority	☐ Transportation & Parking Committee
3 Hispanic Affairs Committee	2 Visitor & Convention Authority
☐Historic Preservation Board *	☐ Youth Center Advisory Board

***Board Required to File State Disclosure form**

Note: If applying for Youth Advisory Board, please indicate your affiliation with the Scott Rakow Youth Center: N/A

1. Past service on the Youth Center Advisory Board: Yes ☐ No ☑ Years of Service ☐
2. Present participation in Youth Center activities by your children Yes ☐ No ☑. If yes, please list the names of your children, their ages, and which programs. List below:

Child's name: _____ Age: ____ Program: _____
Child's name: _____ Age: ____ Program: _____

This section is "not required" but desired: Age: ☐ 37 **Gender: Male or Female ☑**
Ethnic Origin (Check one)
White ☐ African-American/Black ☐ Hispanic: ☑
Asian or Pacific Islander ☐ American Indian or Alaskan Native ☐
Employment Status: Employed ☐ Retired ☐ Home-maker ☐ Other ☑ Self Employed

"I hereby attest to the accuracy and truthfulness of the application and have received, read and will abide by Chapter 2, Article VII – of the City Code "Standards of Conduct for City Officers, Employees and Agency Members."

Yamile Jimenez Soto 5/2/06 YAMILE JIMENEZ-SOTO
Applicant's Signature Date Name of Applicant (PLEASE PRINT)

Attachment: Please attach a copy of your resume to your application.
NOTE: Applications will remain on file for a period of one (1) calendar year.

Received in City Clerk's Office _____ by _____Deputy Clerk
Date

Document Control Number (Assigned by the City Clerk's Office) _____ Entered By _____
Date_____ F:\CLER\$ALL\ELIZABET\B&C\B&C Application Jan 2006.doc

Yamile Jimenez-Soto
1125 Marseilles Drive Apt# 4-B
Miami Beach, Florida. 33141
(305) 788-8687

yamile@atlanticbb.net

Objective

To obtain and maintain a position within your Company that will utilize my experiences successfully And allow me to inspire and afford me the opportunity to Motivate others to accomplish their goal.

Experience

2001-2006 Cadet Hotel Miami Beach, Fl

Public Relations Coordinator

- Conducted networking sales meetings
- Expanded Hotel introductions
- Achieved higher customer satisfaction
- Decreased fraud
- Clarified and examined problems
- Influenced good communications skills
- Improvised
- Composed a budget
- Food and beverage shift manager
- Merchandise-inventory controller
- Reservation specialist

Education

1995-2004 Miami technical college Miami, Fl

- Public Relations and Data Entry

Interests Challenges driven to support fellow team members, reading, decorating, gardening and being a mom.

Skills Excellent communications skills backed by a long track of accomplishments

Reference:

Pastora Mercedes Landa
REV.C.I.I.E.
786-487-8866

Tanya Ludwick
Penelas County Housing Director
727-489-0709

Lydia Valle
Director Miami Beach Center
Ombudsman Educational
305-757-0717

Jose Fernandez
Head Counselor At Peace Center For Girls
305-749-2000

Diubel Cruz
South Florida Work Force
305-532-5350

Vilma Biaggi, MD
C.O. Breast Diagnostics
305-932-0282

Diana Herrera
Bank Of America
Customer Service Specialist
305-674-7900

Daisy Martinez
C.O. Book Store Owner
305-547-1576

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R9 - New Business and Commission Requests

R9B(1)	Dr. Stanley Sutnick Citizen's Forum.	(1:30 p.m.)
R9B(2)	Dr. Stanley Sutnick Citizen's Forum.	(5:30 p.m.)

AGENDA ITEM R9B1-2
DATE 6-7-06

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jorge M. Gonzalez, City Manager

FROM: Richard L. Steinberg, Commissioner RLS/mt

DATE: May 11, 2006

SUBJECT: Agenda Item – Discussion Regarding the Elimination of the Ability to Avoid Building Required Parking in the Flamingo Park Local Historic District by Paying Impact Fees

Please place this item for discussion on the June 7th Commission agenda regarding eliminating the ability of developers to avoid providing required parking in the Flamingo Park Local Historic District by paying impact fees.

If you have any questions, please feel free to contact my Aide, Ms. Marlene Taylor, at extension 6087.

RLS/mt

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2006 MAY 11 PM 4:57
CITY MANAGER'S OFFICE
BY _____

Agenda Item R9C
Date 6-7-06

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jose Smith, City Attorney

CC: Jorge Gonzalez, City Manager
Jean Olin, Deputy City Attorney

FROM: David Dermer, Mayor

DATE: May 23, 2006

SUBJECT: PROPOSED CHARTER AMENDMENT FOR THE NOVEMBER 7 BALLOT

Please place the proposed Charter Amendment calling for a public vote prior to transfers of city interest in public beach rights of way on the June 7, 2006 City Commission meeting agenda for discussion.

CITY ATTORNEY'S OFFICE
06 MAY 23 PM 3:16
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Agenda Item R9D
Date 6-7-06

I. PROPOSED BALLOT QUESTION

PUBLIC VOTE PRIOR TO TRANSFER OF
CITY INTEREST IN PUBLIC BEACH RIGHT OF WAYS

SHALL MIAMI BEACH CITY CHARTER SECTION 1.03 BE AMENDED TO REQUIRE VOTER APPROVAL PRIOR TO THE SALE, EXCHANGE, CONVEYANCE, LEASE, OR OTHER TRANSFER OF ANY CITY INTEREST IN PUBLIC BEACH RIGHT OF WAYS (EXTENDING EASTWARD FROM COLLINS AVENUE/OCEAN DRIVE TO THE EROSION CONTROL LINE), EXCLUDING PERMITS OF NO GREATER THAN ONE YEAR, AND EXCLUDING THE SALE, EXCHANGE, CONVEYANCE, LEASE OR OTHER TRANSFERS NOT EXCEEDING 10% IN WIDTH OF SUCH PUBLIC BEACH RIGHT OF WAYS?

II. PROPOSED CHARTER TEXT

Sec. 1.03. POWERS OF CITY.

(a) *General.* The City shall have all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as expressly prohibited by law or this Charter.

(b) *Alienability of property.*

1. The only limitation concerning alienability of City-owned park, recreation or waterfront property is the restriction of the sale, exchange, conveyance or lease of ten (10) years or longer (including option periods) of park, recreation, or waterfront property in the City of Miami Beach, unless such sale, exchange, conveyance or lease is approved by a majority vote of the voters in a City-wide referendum. This provision shall be liberally construed in favor of the preservation of all park, recreation and waterfront lands.

2. The sale, exchange, conveyance or lease of ten years or longer of the following properties shall also require approval by a majority vote of the voters in a City-wide referendum: (1) Lots West of the North Shore Open Space Park: All City-owned property bounded by 87th Street on the North, Collins Avenue on the East, 79th Street on the South, and Collins Court on the West; (2) Cultural Campus: All City-owned property bounded by 22nd Street on the North, Park Avenue on the West, 21st Street on the South, and Miami Beach Drive on the East; (3) 72nd Street Parking Lot: The City-owned surface parking lot bounded by 73rd Street on the North, Collins Avenue on the East, 72nd Street on the South, and Harding Avenue on the West; (4) Convention Center Parking Lots: All City-owned surface

parking lots located in the Civic and Convention Center District, generally bounded by Lincoln Lane on the South, Washington Avenue on the East, Meridian Avenue on the West and Dade Boulevard on the North; and (5) Lincoln Road Parking Lots: All City-owned surface parking lots in the vicinity of Lincoln Road located within the area bounded by 17th Street on the North, Euclid Avenue on the East, 16th Street on the South, and West Avenue on the West.

3. The sale, exchange, conveyance or lease of ten years or longer of all remaining City-owned property (other than public beach right of ways – see (d) hereinbelow) shall, as provided by Ordinance, require approval by a majority (4/7) vote of all members of the Planning Board and five-sevenths vote of all members of the City Commission.

4. The terms of this Charter section shall not apply to any valid written contractual commitments or bids or bonded indebtedness, which commitments, bids or indebtedness existed prior to January 14, 2004; nor shall this Charter section apply to any City property which is the subject of a settlements of a claim which the City had notice of as of January 14, 2004.

(c) The floor area ratio of any property or street end within the City of Miami Beach shall not be increased by zoning, transfer, or any other means from its current zoned floor area ratio as it exists on the date of adoption of this Charter Amendment [November 7, 2001], including any limitations on floor area ratios which are in effect by virtue of development agreements through the full term of such agreements, unless any such increase in zoned floor area ratio for any such property shall first be approved by a vote of the electors of the City of Miami Beach. The provision shall not preclude or otherwise affect the division of lots, or the aggregation of development rights on unified abutting parcels, as may be permitted by ordinance. In addition, this provision shall not apply to settlements of any claims the City has notice of as of December 10, 2003. This Charter Amendment shall become effective on the day after its approval by the voters of the City of Miami Beach. No rights in derogation of the provisions of this Amendment under any ordinance or any other action of the Miami Beach City Commission between the time this measure is approved by the Miami Beach City Commission for placement on a ballot and the adoption of this Amendment shall be enforced against the City of Miami Beach.

(d) *Public Beach Right of Ways*.

The sale, exchange, conveyance, lease, or any other transfer of any City interest in a public beach right of way (extending eastward from Collins Avenue/Ocean Drive to the erosion control line) shall require approval by a majority vote of the voters in a Citywide referendum, excluding permits of no greater than one year, and excluding the sale, exchange, conveyance, lease or any other transfer not exceeding 10% in width of such public beach right of way.

JO/sc
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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **Discuss and Refer to the Planning Board – Conditional Use review for new construction that exceeds 1.0 FAR up to maximum 1.25 FAR in the Flamingo Park Local Historic District**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE; BY AMENDING DIVISION 3, "RESIDENTIAL MULTIFAMILY DISTRICTS," SUBDIVISION II, "RM-1 RESIDENTIAL MULTIFAMILY LOW INTENSITY," SECTION 142-153, "CONDITIONAL USES," BY PROVIDING FOR CONDITIONAL USE REVIEW BY THE PLANNING BOARD OF NEW STRUCTURES IN THE FLAMINGO PARK LOCAL HISTORIC DISTRICT THAT ARE OVER 1.0 FLOOR AREA RATIO (FAR), BUT NOT TO EXCEED 1.25 FAR. PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission discuss the proposed ordinance and refer the item to the Planning Board for its review and recommendation.

BACKGROUND

At the May 10, 2006 meeting, the City Commission referred to the Planning Board the request to review and makes recommendations on a proposed amendment to the Land Development Regulations of the City Code. The proposed amendment would require Conditional Use review for any new construction that exceeds 1.0 FAR up to the maximum permitted of 1.25 FAR in the Flamingo Park Local Historic District, which is contained within the RM-1, Residential Multifamily Low Intensity zoning district.

It should be noted that the permitted height in the RM-1 district encompassing the Flamingo Park Local Historic District has already been reduced from 40 feet to 35 feet; and from 4 floors to 3 floors, thus the scope of this type of Conditional Use review will be limited to a small amount of square footage. The difference between 1.0 and 1.25 FAR is approximately 1,800 square feet.

The review criteria for Conditional Uses are listed in Section 118-192 of the City Code and consist of the following:

Agenda Item R9E
Date 6-7-06

1. The use is consistent with the comprehensive plan or neighborhood plan if one exists for the area in which the property is located.

2. The intended use or construction will not result in an impact that will exceed the thresholds for the levels of service as set forth in the comprehensive plan.

3. Structures and uses associated with the request are consistent with these land development regulations.

4. The public health, safety, morals, and general welfare will not be adversely affected.

5. Adequate off-street parking facilities will be provided.

6. Necessary safeguards will be provided for the protection of surrounding property, persons, and neighborhood values.

7. The concentration of similar types of uses will not create a negative impact on the surrounding neighborhood. Geographic concentration of similar types of conditional uses should be discouraged.

Please note that criterion No. 7 will not be applicable for this type of Conditional Use review, as the uses in the Flamingo Park Local Historic District are residential and most likely, the new construction affected by this type of review will be residential uses. It should be noted that pursuant to Section 142-153 of the City Code, the following are uses that would be permitted as Conditional Uses in all the RM-1, Residential Multifamily, Low Intensity zoning districts such as the Flamingo Park Historic District neighborhood.

> The conditional uses in the RM-1 residential multifamily, low density district are adult congregate living facility; day care facility; nursing home; religious institutions; private and public institutions; schools; and commercial or noncommercial parking lots and garages.

Because of noticing requirements, this item was not scheduled for the May 23, 2006 meeting of the Planning Board. However, it will be scheduled for a public hearing at its June 27, 2006 meeting. Should the Planning Board recommend approval of the ordinance, pursuant to Section 118-168 of the City Code, zoning-in-progress will commence at that time.

JMG/TH/JGG/ML

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE; BY AMENDING DIVISION 3, "RESIDENTIAL MULTIFAMILY DISTRICTS," SUBDIVISION II, "RM-1 RESIDENTIAL MULTIFAMILY LOW INTENSITY," SECTION 142-153, "CONDITIONAL USES," BY PROVIDING FOR CONDITIONAL USE REVIEW BY THE PLANNING BOARD OF NEW STRUCTURES IN THE FLAMINGO PARK LOCAL HISTORIC DISTRICT THAT ARE OVER 1.0 FLOOR AREA RATIO (FAR), BUT NOT TO EXCEED 1.25 FAR. PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the residents of the Flamingo Park Historic District are concerned about the incompatibility of new construction in this Historic District; and

WHEREAS, in order to alleviate this shortcoming, it is necessary to amend the current requirements of the City Code; and

WHEREAS, the proposed amendment to the Land Development Regulations of the City Code may achieve the desired effect on the Flamingo Park Local Historic District.

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

SECTION 1. That Section 142-153, "Conditional uses," is hereby amended as follows:

The conditional uses in the RM-1 residential multifamily, low density district are <u>new construction of structures between 1.0 and 1.25 FAR in the Flamingo Park Local Historic District;</u> adult congregate living facility; day care facility; nursing home; religious institutions; private and public institutions; schools; and commercial or noncommercial parking lots and garages.

<u>Section 2.</u> Repealer.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

<u>Section 3.</u> Codification.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

Section 4. Severability.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

Section 5. Effective Date.

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2006.

ATTEST:

_____
MAYOR

_____
CITY CLERK

First Reading:
Second Reading:

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ City Attorney

5/31/06
Date

Verified by: _____
Jorge G. Gomez, AICP
Planning Director

Underscore denotes new language

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: June 7, 2006

SUBJECT: **A REQUEST BY THE MIAMI DESIGN PRESERVATION LEAGUE AND AFFECTED PERSONS TO REVIEW A DESIGN REVIEW BOARD DECISION PERTAINING TO DRB FILE NO. 18871.**

ADMINISTRATION RECOMMENDATION

Affirm the decision of the Design Review Board.

ANALYSIS

Pursuant to City Code Section 118-262, the Miami Design Preservation League and affected persons, are requesting an appeal of the Design Review Board decision rendered on March 3, 2006, pertaining to DRB File No. 18871, for a mixed-use development project at 929-939 Alton Road (see attached letter).

The Design Review Section of the Miami Beach Code allows the applicant, or the city manager on behalf of the city administration, or an affected person, Miami Design Preservation League or Dade Heritage Trust to seek a review of any Design Review Board Order by the City Commission. For purposes of this section, "affected person" shall mean either (i) a person owning property within 375 feet of the applicant's project reviewed by the board, or (ii) a person that appeared before the Design Review Board (directly or represented by counsel), and whose appearance is confirmed in the record of the Design Review Board's public hearing(s) for such project.

Pursuant to Section 118-262 of the Miami Beach Code, the review by the City Commission is not a "de novo" hearing. It must be based upon the record of the hearing before the Design Review Board. Furthermore, Section 118-262 (b) states the following:

In order to reverse, or remand for amendment, modification or rehearing any decision of the Design Review Board, the City Commission shall find that the Design Review Board did not do one of the following:

1) provide procedural due process
2) observe essential requirements of law, or
3) base its decision upon substantial, competent evidence.

In order to reverse or remand a decision of the DRB, a 5/7th vote of the City Commission is required.

Agenda Item R9F
Date 6-7-06

Section 118-262(a) requires the appellants to file with the City Clerk a written transcript of the hearing before the Design Review Board two weeks before the scheduled public hearing on the appeal. The transcript and associated material were transmitted to the Mayor and City Commission.

The subject application consists of a mixed-use project with commercial space fronting Alton Road at the ground level and vehicular access to the parking garage at the northwest corner of the site; a residential lobby is located at the southwest corner. Parking is located in one fully sub-terranean basement level, as well as on the second floor. Residential units are located on floors 3-5, and an active roof deck is proposed with a pool.

The project was first considered by the Design Review Board (DRB) on November 15, 2005, and was continued to a date certain of February 7, 2006, in order to address the concerns expressed by the Board and staff. Specifically, shortcomings were noted regarding the compatibility of the pedestal portion of the project with the low scale buildings to the immediate east, located within the Flamingo Park Local Historic District. The Board also requested that the applicant's architect meet with affected property owners adjacent to the subject site to try and address their issues and concerns.

The project came back before the Board on February 7, 2006 and was approved. At that meeting, the DRB determined that the applicant had successfully addressed all of the previously expressed issues and concerns and that the project is well within the scale, context and architectural character of the immediate streetscape along Alton Road. The Board also required that the pedestal portion of the project be setback a minimum of 15 feet from the rear property line, in order to adequately buffer the low scale historic district to the immediate east.

A review of the transcripts for all of the Design Review Board hearings on this matter indicates that the DRB observed the essential requirements of law, made its determinations based on substantial and competent evidence, and afforded all parties involved due process. The record also demonstrates that the applicant has proposed a project that falls entirely within the allowable limits of the Land Development Regulations of the Code of the City of Miami Beach.

The DRB's review of the project was based upon the Design Review Criteria in Section 118-251 of the City Code. This section of the Code specifies that design review shall encompass the examination of architectural drawings for consistency with the criteria listed in Section 118-251, with regard to the aesthetics, appearances, safety, and function of any new or existing structure and physical attributes of the project in relation to the site, adjacent structures and surrounding community. In addition to the elevations, site plans, floor plans and landscape plans submitted by the project applicant, the Board had before it the recommendation for approval with proposed conditions presented by its professional staff in the form of a comprehensive staff report, as well as the expert testimony of the applicant's architect.

Finally, the Board held a public hearing during which members of the public testified and presented evidence. Based upon all of the evidence submitted, the Board determined that the proposed project would meet the Criteria for Design Review Approval, if the conditions enumerated in the Final Order are met and, therefore, approved the project.

CONCLUSION

The Administration recommends that the Mayor and City Commission affirm the decision of the Design Review Board (DRB), wherein it approved DRB File No. 18871 pertaining to the development project at 929-939 Alton Road.

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CITY CLERK'S OFFICE
JUNE 7, 2006
DOCUMENT 1 of 4

May 23, 2006

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CITY CLERK'S OFFICE

Honorable Mayor and Commissioners
City of Miami Beach
c/o Mr. Jorge Gomez, Director
Planning and Zoning Department
1700 Convention Center Drive
Miami Beach, Florida 33139

RE: Statement and Transcripts for Appeal of Final Order, DRB File No. 18871

This is an appeal of a Design Review Board (DRB) Final Order for File # 18871, rendered March 3, 2006, concerning a building design proposed for 929-939 Alton Road by applicant Alton Sobe, L.L.C. ("Applicant"). The appeal is taken jointly by Miami Design Preservation League and by affected persons who own historic properties adjacent to the subject property (together referred to as "Appellants"). Appellants seek reversal or remand for modification of the DRB Final Order. [Statement prepared *pro se*, not brief prepared by legal counsel], as per Sec. 118-262(a) of the Code of the City of Miami Beach City (the "Code").

I. Standing

A. Miami Design Preservation League (MDPL) is specifically authorized to appeal DRB decisions that adversely impact historic preservation. Code Sec. 118-262(a) gives MDPL specific authority to "seek review of any order of the design review board by the city commission." MDPL is a non-profit organization whose mission is "preserving, protecting, and promoting the cultural, social, economic, environmental and architectural integrity of the Miami Beach Architectural Historic District and all other areas of the City of Miami Beach where historic preservation is a concern." MDPL's legislated standing enables it to appeal design proposals that are not in a designated historic district but impact historic preservation interests. This right is distinct from the separate review process for historic properties, which is governed by the historic preservation board.

B. The affected persons joining this appeal own properties directly abutting the proposed design that are designated as contributing buildings in the Architectural Historic District. Code Sec. 118-262(a) authorizes appeal by "affected persons," including those who own property within 375 feet of the subject property or who appear before the board. The affected persons named in this appeal own properties on the same 900 block, which properties were identified by city staff as being within 375 feet. As noted on the record, no alley separates the subject property on Alton Road from historic properties on Lenox Avenue, so the properties of several Appellants directly abut the subject property and share a common boundary point or line.

II. Statement of Facts

1. The property subject to this appeal is located in a CD-2 zoning district at 929-939 Alton Road, located on the east side of Alton Road and bordering 1- and 2-story commercial buildings to the north and south.
2. The rear of the property borders the RM-1 Flamingo Park Historic District, directly abutting four historic buildings that front onto Lenox Avenue, including two 1-story two 2-story structures listed as contributing buildings in the City's Historic Property Database.
3. The public notice and staff reports advertised the proposal as a 5-story, mixed-use building, but in fact the Applicant sought approval for a 6-story building, with one level of parking underground.
4. The staff report prepared by the Planning Department for the Design Review Meeting of November 15, 2005 identified 9 of 17 Design Review criteria that the project did not satisfy.
5. At the Design Review Board meeting of November 15, 2005, the application was opposed at public hearing by affected neighbors on various grounds.
6. The Board voted to continue the project to the meeting of February 7, 2006, and asked the Applicant's representatives to meet with affected neighbors as a group to seek compromise on an acceptable design.
7. On or about November 19, 2005, the Applicant demolished the existing buildings on the lots at 929-939 Alton Road.
8. On December 5, 2005, at a meeting of the Flamingo Park Neighborhood Committee at which the affected neighbors were represented, the Applicant's representatives presented the project with no changes other than a 5' increase in the rear setback.
9. At the December 5 meeting, the Flamingo Park Neighborhood Committee voted to reject the proposal as inherently incompatible and adopted a formal resolution asking the Miami Beach City Commission to support down-zoning within the Historic District and to expand the down-zoning to include the Alton Road edge of the Historic District, including elimination of a zoning "loophole" that allowed additional density for mixed-use projects.
10. Also at the December 5 meeting, the Applicant's representatives proposed a second meeting before the December holidays, and despite scheduling conflicts with affected neighbors the facilitator for Flamingo Park Neighborhood Committee agreed to convene a follow-up discussion on December 12.
11. On December 7, 2005, the City Commission voted 7-0 to refer the Flamingo Park down-zoning issues to the Planning Board, including the Historic District edge (the east side of Alton Road).
12. On December 12, 2005, with no affected neighbors in attendance, the Applicant's representatives presented three additional options for revising the

project design to the follow-up meeting of the Flaming Park Neighborhood Committee.

13. On December 17, 2005, the three new design options were emailed to affected neighbors by the facilitator of the Flaming Park Neighborhood Committee.

14. On January 5, 2006, Mark Needle emailed the Applicant following discussions with other affected neighbors to request a follow-up meeting on their behalf prior to the February hearing, to address the new design options, and to propose further design improvements.

15. On or about January 11, the Applicant's representatives submitted revised plans to the Planning Department, which the affected neighbors requested from the Design Review Board clerk and reviewed in advance of the February 7 meeting.

16. On January 24, 2006, the Flamingo Park Neighborhood Committee and the Miami Design Preservation League's advocacy committee presented evidence to the Miami Beach Planning Board regarding zoning incompatibility alongside the Flamingo Park Historic District, and the Planning Board requested that the City Planning Department prepare legislation to commence zoning-in-progress.

17. On Feb. 2, 2006, Mark Needle emailed the Applicant regarding the January 5 request by affected neighbors to meet prior to the February 7 hearing.

18. Also on Feb. 2, 2006, the affected neighbors requested in writing a copy of the staff report from the Miami Beach Planning Department, and repeated this request by telephone on the morning of Feb. 6, but the report was not provided until approximately 5 PM on Feb. 6.

19. The staff report prepared by the Planning Department for the Design Review Meeting of February 7, 2006 identified 8 of 17 Design Review criteria that the project did not satisfy.

20. At some time prior to the Design Review meeting of February 7, 2006, the Applicant's representatives obtained a copy of the staff report and prepared complete sets of revised building plans responding to the Planning Department's recommended conditions.

21. At the Design Review Board meeting of February 7, 2005, newly revised plans were submitted to the Board, which issued a decision approving the project from which this appeal is taken.

II. Preliminary Issues

Appellants seek to protect the City's first historic district, and the affected owners of contributing properties within the historic district, whose interests are adversely impacted by inappropriate development in the commercial buffer zone along the district's edge. This written statement accompanying hearing transcripts is provided by Appellants in lieu of briefs by legal counsel, as specifically permitted by the City Code, Sec. 118-262(a). Appellants are not represented in this matter by legal counsel and will rely upon Miami Beach's interpretation of its own zoning laws that were misapplied in reaching this Design Review Board decision.

As a threshold issue, Appellants respectfully ask that the City Commission waive any fee for the present appeal. Miami Design Preservation League is a voluntary, nonprofit organization specifically designated in the Code to appeal Design Review Board decisions to the City Commission, as per Code Sec. 118-262(a). This designated legal process outside the boundaries of the Historic Preservation Board is intended to permit the organization to raise matters of historic importance to the attention of the City Commission. Regardless of the outcome of appeal, imposition of a fee in this circumstance does not further the public interest in fulfillment of this role.

III. Grounds for Appeal

Appellants contend that each of the three legal grounds stated in Code Sec. 118-262(b) provides a sufficient basis to reverse or remand the Final Order, and that together these legal errors compel the commission to reverse the Final Order and require substantial changes to the proposed design.

(1) The DRB failed to provide procedural due process when it approved last-minute design revisions and evidence which Appellants had no opportunity to review and rebut.

Code Sections 118-251 to 118-263 provide a process for the orderly design review consideration of architectural drawings. The procedural integrity of design review is especially significant when there are serious objections to a project, as in this case, raising issues as to whether revised drawings satisfy the design criteria. The orderly process is essential not only to protect the legal rights of the Applicant, but also those of adversely affected parties.

The DRB process worked properly at the November 15 hearing, but the process was circumvented at the February 7 hearing. On November 15 Appellants raised serious concerns about the proposed design, and the DRB acknowledged these concerns and emphasized the importance of working with the community in an effort to resolve differences:

> MR. CHEVALIER: I would recommend that we don't even belabor extensive discussion on the building itself, given I think what needs to be done, regardless of what the applicant decides to propose. I think they need to get with the community groups and see this through, as typically is the case when we have this kind of concern.[1]
>
> MR. STEFFENS: You got a tough one here. I think, as Peter said, you were really going to need to meet with the community, and get their feedback, and see what you can incorporate to mitigate some of the community's concerns....[2]
>
> But besides all these sort of small items, I think, is the big sort of compatibility with the neighborhood directly behind here. It's a major issue, and how you could address that with some changes in massing is a major concern of mine.[3]
>
> MR. NEVILLE: ...Obviously, as Mike stated, the big issue here is with your neighbors and how your building is going to affect them.[4]
>
> MR. STEFFENS: I would move to continue, but I want to make sure that the date it's continued to allows enough time for Koby to meet with the community.[5]
>
> MR. NEVILLE: All opposed? Thank you very much for working with the neighbors.[6]

However, the fair resolution of issues and the rights of affected neighbors were adversely impacted by procedural tactics that circumvented the design review process. The violations outlined below are inherently unfair, bypass procedural safeguards in the Code, and deprive Appellants of their due process rights. Notwithstanding other claims in this appeal, the procedural violations alone require remand of the decision to the DRB for proper consideration of the project.

(a) <u>The Code requires completed architectural drawings to be considered at the "next available meeting date after the submission," but the plans considered on February 7 were submitted only that same day at the start of the DRB hearing.</u>

There is no question that architectural drawings are the most significant evidence in a design review hearing. The first sentence of Code Article VI, Design Review Procedures, makes this explicit:

> Design review encompasses the examination of architectural drawings for consistency with the criteria stated below, with regard to the aesthetics, appearances, safety, and function of any new or existing structure and physical attributes of the project in relation to the site, adjacent structures and surrounding community. Sec. 118-251 (a).

[1] Transcript of Nov. 15, 2005, p. 29, lines 1 - 5
[2] Transcript of Nov. 15, 2005, p. 31, lines 9 - 11
[3] Transcript of Nov. 15, 2005, p. 32, lines 4 - 6
[4] Transcript of Nov. 15, 2005, p. 35, lines 15 - 16
[5] Transcript of Nov. 15, 2005, p. 36, lines 18 - 19
[6] Transcript of Nov. 15, 2005, p. 37, line 9

The Code makes it clear that complete architectural drawings are required even before an item can be set for public hearing:

> When the application is complete, the planning department shall place the application on the agenda and prepare a recommendation to the design review board.... [T]he board shall consider the application and planning department recommendation at *the next available meeting date after the submission of a completed application* to the planning department. Sec. 118-253 (a) (emphasis supplied).

The requirement of submitting revised drawings before the hearing was acknowledged on Nov. 15, when there was discussion of the "next available meeting date" following a Dec. 5 meeting with affected neighbors:

> MS. GRALIA: I believe that the ... their neighborhood meeting is December, the first Monday of December, so if we know what that is... and I guess, if maybe we can continue this I would imagine, I don't think we would make it in December, so the January --
>
> MR. MOONEY: Well, I don't think you'll make it in January either, because the submission deadline for the January 3rd meeting would be the first week of December.
>
> MS. GRALIA: So then we have to be moved over to February.[7]

Thus as a practical matter, as well as a Code requirement under Sec. 118-253 (a), the revised application can only be deemed "completed" and set for public hearing when the revised plans have submitted in a timely fashion before the meeting.

The Feb. 7 hearing, however, did not consider the adequacy of the "completed application" that was submitted in January. Instead, the Applicant handed out to DRB members and planning staff a revised set of architectural drawings.[8] As a procedural matter there is simply no basis in the Code for last-minute submissions of design changes. The only proper forum for evaluating architectural drawings is at "the next available meeting date *after* the submission of a completed application," Sec. 118-253 (a). The consideration of newly revised drawings in circumvention of this requirement violates the plain language of the Code.

(b) <u>The Applicant conceded the Code requirement for advance submission of plans by its own words and actions, when it explained that the January 11 submission date prevented consideration of changes requested by affected neighbors on January 5.</u>

The Applicant not only acknowledged the need for completed drawings at the November 15 meeting, as noted above, but also emphasized the importance of this requirement at the February hearing. In fact, the Applicant's attorney invoked this requirement when

[7] Transcript of Nov. 15, 2005, p. 36, line 21 – p. 37, line 1.
[8] Transcript of Feb. 7, 2006, p. 1, line 21.

explaining its rationale for not meeting with affected neighbors, or considering further design changes, following written requests on January 5 and February 2, 2006: [9]

> MS. GRALIA: Now, on the second meeting that Mr. Needle is talking about, what occurred is that we have a deadline. *January 11th, we needed to submit our plans in order to be here today....* We had no time to schedule another meeting with the neighbors, because we had to redesign this whole thing and submit it by January 11th. So when I received a second e-mail sometime in February...2nd I believe, February 2nd -- it had already been submitted. We had, I mean, *everything had been done.*[10]

Thus, the Applicant specifically cited and relied upon the requirement of advance, completed plans as a reason why it was infeasible to meet with affected neighbors five weeks before the February hearing.

(c) Contrary to Applicant's position that plans could not be revised to accommodate affected neighbors, the Applicant chose to revise the plans just before the hearing date when eight (8) of seventeen (17) design review criteria were deemed "not satisfied" in the Staff Report.

Applicant's stated position regarding the January 11 deadline stands in sharp contrast to its position and actions immediately prior to February 7. After receiving the formal recommendations of the Planning Department, the Applicant did indeed revise its design and submit an entirely new set of architectural drawings. The motives behind Applicant's self-contradictory interpretation of Code requirements are easily explained, but the strategy cannot withstand due process scrutiny.

Simply put, the timely architectural drawings submitted on January 11 did not satisfy the Code's design review criteria in the view of either staff or affected neighbors. From the email of January 5 (see footnote 9 above), the Applicant was already aware that affected neighbors would ask for further design changes in relationship to the historic district.

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[9] Appellant Mr. Needle sent an email to Ms. Gralia on Jan. 5, 2006 to that began as follows, and went on to describe possible directions for a compatible design compromise:

> Thank you for forwarding these proposed alternatives, which show some willingness to move away from the unacceptable option presented at the December 5th Flamingo Park meeting. Unfortunately, the onset of holidays was a bad time to try and reschedule a neighborhood meeting for further dialogue. Now that we have returned from our own holiday travels, and schedules have returned to normal, I have spoken with a few people and feel that another meeting is justified and should be scheduled.
>
> I understand that the developer intends to submit another design next week, in preparation for the February DRB meeting. I also understand that they would prefer to settle this matter by the February meeting, in part because this might reduce parking requirements. Regardless of any design submitted next week, I would like you to convey to the developer that the neighbors intend to develop consensus on conditions that could allow for a true compromise at the February DRB meeting.

The Feb. 2 email confirmed that Appellants remained willing to meet to discuss design revisions. No response was sent by Applicant to either communication.

[10] Transcript of Feb. 7, 2006, p. 20, line 21- p. 21, line 6.

Shortly before the February 7 hearing, the Applicant discovered that planning staff found the drawings to be unsatisfactory in regard to eight (8) specific design review criteria – nearly half of the seventeen (17) criteria.[11] Staff Report of Feb. 7, 2006, pp. 2-5. The Applicant presented last-minute drawings that conceded the recommendations of staff in their entirety, in a transparent effort to avoid the possibility of further design revisions requested by affected neighbors.

The Applicant's change of legal position regarding plan revisions served as a strategic effort to undermine the due process rights of Appellants. One Appellant objected to being "steamrolled" by the last-minute revisions, and disputed any inference that the changes stemmed from the meeting with neighbors:

> MR. BROCK: ...The point is that we want to try and work with the architect and the attorney. I am the absolute most impacted by this building. The attorney has never contacted me.... I have emailed; I own a business, you know; and I reside in the house. That's the first issue.
>
> The second issue is, now I see that they have made some changes from the meeting that we did have, but you could have given it to us before we got here, so we wouldn't be so...you know, steamrolled. To say, "Oh look, you guys actually did do something," but we did meet before and you didn't do anything. So that's sort of something I wanted to bring to the forefront.[12]

Indeed, while the Applicant presented further revisions to the DRB, the affected neighbors were *never* provided copies of the changes prior to or during the hearing.

(d) <u>The City Code does not make an exception for minor plan changes and, even if it did, revisions that purport to satisfy 8 of 17 design review criteria could not be considered minor plan changes.</u>

The Code does not provide an exception for "minor" plan revisions. Moreover, even if the Planning Department were to assert that revised plans should be accepted for *de minimis* changes, no such exception is justified in this case. The logic for permitting an exception is clearly circular for a plan that does not satisfy 8 of 17 design review criteria: either the staff recommendations to correct 8 design criteria are major, and thus the revised plans should have been submitted in advance and made available for thorough public review, or the revisions were indeed minor and should not justify a change in findings for 8 of 17 design review criteria. If the revisions are substantive, they fall under the express requirements of the Code.

(e) <u>Depriving affected neighbors of the opportunity to review plan revisions – especially when the revisions were purported to respond to their concerns,</u>

[11] Appellants contended that the application also failed to satisfy other review criteria, besides those noted in the staff analysis, including criteria related to orientation and massing.

[12] Transcript of Feb. 7, 2006, p. 28, line 16- p. 29, line 2.

> and when substantive errors are documented – is a violation of their due process right to "rebut all evidence presented" in relation to a specific plan.

As a result of Applicant's actions, Appellants found themselves in the untenable position of expressing opinions and presenting evidence of design compatibility on a completely new set of drawings that they had never seen. The impact of the new plans skewed the hearing in significant respects. First, it left Appellants unable properly to review, prepare evidence, or rebut effectively the impact of design revisions that they had never seen – even though substantive errors were demonstrated on both the November and the original February plans. Second, the absence of commonly reviewed plans inherently tainted the DRB's consideration of Appellants' testimony and prejudiced its ability to evaluate objectively the weight of testimony that contradicted the views of planning staff.

i. Right to present and rebut evidence. The legal significance of an orderly review of architectural drawings is made clear in the Code section addressing the review of design review decisions:

> The review shall be based on the record of the hearing before the design review board, shall not be a de novo hearing, and no new, additional testimony shall be taken. Code Sec. 118-262(a).

Formal Commission review and any subsequent legal appeal are thus entirely dependent upon the record established at public hearing. For this reason, the process establishes a critical safeguard to protect the rights of all parties:

> The design review board shall consider each application at a public hearing, at which the applicant and interested persons shall have an opportunity to express their opinions, present evidence and rebut all evidence presented. Code Sec. 118-254(a).

The right of affected neighbors to persuade DRB members, or at least to establish a record for review, is compromised by plans that present a moving target. A violation of the opportunity to "rebut all evidence presented" thus deprives Appellants of their due process right to establish a complete record for appeal.

The importance of this right is clear from the hearing record, where public scrutiny of the plans identified substantive errors in the Applicant's plans both in November and February. In the DRB meeting of Nov. 15, Appellants noted that the plans inaccurately described the rear setback requirement:

> MR. NEEDLE: ...[I]f you were to follow the staff's recommendation and approve this, subject to more conditions then satisfied criteria, then there certainly wouldn't be any more opportunity to put facts on the record. And I think if you look at the CD-2 zoning, you will see the requirement for a rear setback if 10 feet when abutting a residential district....
>
> They have represented on here that it is five feet. Staff has said that because of the historic district and because of, you know, whatever other concerns, we should go beyond that, OK? But it's, 10 is the minimum. They're asking you to

> put another variance but they've not shown that. They have actually represented – mistakenly – this and other issues....[13]
>
> MR. NEVILLE: ... You've pointed out that you feel that the setbacks are greater than what he has shown. But in our staff report there is no, there is no variances required for this. So I am wondering, what's, what's --
>
> MR. MOONEY: The only variance that technically would be required would be for the – Mr. Needle is correct, and that is the rear setback.[14]

Likewise, in the plans submitted in January for the February meeting, fundamental errors were identified as to how much Floor Area Ratio was being requested:

> MR. NEEDLE: There are other reasons for making...for deferring this matter. For one, the square-foot assertions that I saw – I haven't seen the latest that you were just given of changes that were made – but what I did see showed me that on one page the square footage added up to 48,000, and it wasn't 39,681 as it said on one page or 39,000 as it said on another page.[15]

Additional inaccuracies on the revised plans, as noted below (infra p. __), were criticized by one DRB member with an admonition that goes to the heart of Appellant's compatibility issues:

> MS. LUCE: ...[I]f we were being asked to look at, once again, compatibility, having a photo montage from this perspective, that does not in fact reflect that perspective, is not entirely helpful for determining the compatibility....
>
> ...So I'm just saying, it puts your building in a different light, having it against a background of other fairly large buildings, that might not, in fact, be perceived from this vantage point.[16]

Whether the DRB was approving 39,000 square feet (p. A-0.1) or 39,681 square feet (p. A-0.2); which floor levels calculations were incorrect on the chart showing 48,000 square feet (p. A-0.2); and whether the Applicant's plans were fully accurate regarding context were all substantive errors proving the importance of public review and scrutiny of the revised plans. Appellants were deprived of the opportunity to note other possible discrepancies, since the revised plans were not made available until after the hearing.

ii. Inherent unfairness of un-reviewed plans. As a practical matter, the impact of the last-minute plan substitution goes beyond specific errors or omissions in the un-reviewed plan, and the Appellants' ability to prepare and present evidence on specific plans. In short, the existence of new plans changed the subject of the hearing in the minds of DRB members – instead of evaluating the need to bring back revised plans on a design that

[13] Transcript of Nov. 15, 2005, p. 19, line 24 – p. 20, line 7.

[14] Transcript of Nov. 15, 2005, p. 23, lines 18-22. According to the staff analysis, the application submitted in advance of the November DRB meeting failed to satisfy 9 of 17 design review criteria. Appellants were proved correct in contending that the application also failed to satisfy other criteria besides those noted in the staff analysis, including the undisclosed violation of criteria 5 related to minimum setbacks.

[15] Transcript of Feb. 7, 2006, p. 9, line 22 – p. 10, line 2.

[16] Transcript of Feb. 7, 2006, p. 49, lines 12-15, 22-24.

failed at least 8 of 17 review criteria, the issue became whether the staff's proposed revisions were adequate to bring the building into compliance. Appellants were inherently disadvantaged in addressing this narrower topic, since they did not have the plans and had prepared evidence based on the properly submitted plans. The absence of a common plan for evaluation caused a fundamental tilting of the playing field and is reflected in confusion at the outset of the DRB board's final deliberation.

For the public, the disappearance of the original plan led to an inherent implication that any design objections might no longer be as relevant, if they were targeting a plan that no longer existed. This suggestion of misdirected criticism is apparent from the first question by the DRB Chair:

> MR. NEVILLE: Mark, I appreciate that you put in a lot of time and effort into your presentation. I just wanted to make sure that since you didn't get these drawings ahead of time, is your understanding of their setback's 15 feet from the rear, and then 37, after 2 stories, 37 from the rear to the tower? Is that what you guys have?
>
> MR. NEEDLE: The setbacks, they didn't answer our January 5th or February 2nd communications, so this is the first time I'm seeing it. So it's...
>
> MR. NEVILLE: Well they just handed it out today, but I didn't know, I don't know if that was your understanding or....
>
> MR. CAREY: We provided you with the Staff Report, which indicated that we were recommending a 15 foot setback, rear setback, as well as increased side setback
>
> MR. NEEDLE: I knew that the Staff was recommending a 15 foot setback. I asked for the Staff Report last week – I didn't get it until yesterday at 5:00. I've read through most of it. And the 37 foot is an improvement over what was there before [in the November hearing]; it was 27 feet.
>
> But the issue is, it's still giving its full massing for the entire 3-story block, it needs to be stepped back and away, it needs to be pushed forward to Alton Road through variance, and this is just not a design that is compatible. The design itself is incompatible with the historic neighborhood; it's creating a wall effect.[17]

The suggestion that public testimony of incompatibility was grounded in error was made explicit during the testimony of another affected neighbor, who noted that from across the street the historic neighborhood would be "hit" by the impact of the building. The DRB Chair again outlined the proposed setbacks, and wrongly suggested that there was a persistent "misconception":

> MR. NEVILLE: ...I don't know where the misconception is, that there's a -- and it never was -- a flat 5-story, or four-story building, whatever it was.
>
> MS. COTTER: And I know that it's not a flat one...
>
> MR. NEVILLE: It was closer to you.

[17] Transcript of Feb. 7, 2006, p. 12, lines 8-25.

> MS. COTTER: But it was just...still, it's the massive size.[18] When I stand on this side of Lenox and look in that direction, this is – big. I mean, it's not Mirador big, but it's big. And to me, it's actually shocking.[19]

In fact, no evidence of a so-called "misconception" regarding tower setbacks appears in any of the public testimony on the record.

Not only was public testimony disadvantaged the last-minute plan revisions, but staff recommendations were unfairly advantaged. Because the Applicant adopted staff recommendations that were not reviewed in advance and publicly scrutinized by the public, public testimony was not focused on the narrow question of whether staff recommendations were adequate to cure the original plan's defects. The uncertainty created by the plan revision is clearly manifested by the first DRB member to speak out after the close of public hearing, who began to object to the project on the basis of the unsatisfied design review criteria:

> MS. GRANT-HYMAN: ... I don't know, Kobe, you still don't seem to get it. And especially number 2 and 3 are not satisfied. Only 9 issues of the 17 criteria that they need to meet have been satisfied.
>
> MR. KARP: No, more have been satisfied since we have provided the additional setbacks –
>
> MS. GRANT-HYMAN: No, not according to what I see –
>
> MR. KARP: - for the project. Right, and what we did is took the staff comments and provided the additional setback....[20]

The DRB member was essentially asked to discount testimony regarding design incompatibility and to assume that the staff's recommendations had solved the issues. This DRB member failed to press further objections regarding compatibility, though she maintained that the plan remained unsatisfied as to several other criteria.

This confusion at the outset of final deliberations is revealing, for it is rooted in the variation between the revised plans and the staff's written report. Had the plans been properly submitted, the public could have presented evidence not only on the broad issues of massing incompatibility but also focused on the narrow, ultimately decisive issue: whether staff's recommended setback changes – an additional 2.5' to 5' on only the lower two floors – were adequate to remedy 8 of 17 review criteria and bring the project into compatibility with the historic district. Absent this fundamental debate, public calls for further design modifications were treated as discretionary, but this and other DRB members were hesitant to pursue them.[21]

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[18] Transcript of Feb. 7, 2006, p. 31, lines 7-11.

[19] Transcript of Feb. 7, 2006, p. 33, lines 16-17 (reacting to photo montage depicting the view from the historic district).

[20] Transcript of Feb. 7, 2006, p. 44, lines 17-24.

[21] For example, one DRB member addressed the potential to reduce 5th-floor massing in tentative terms:

(f) Due process violations also occurred by the Applicant's last-minute visual evidence, by the failure of the Planning Department to supply Appellants with key staff recommendations until the last possible moment, and by a defect of the public notice.

The fundamental procedural disadvantage to Appellants was compounded by several other due process irregularities. Taken together, these issues reinforce the fact that the rights of Appellants were undermined by failures in the DRB process.

First, like the last-minute plans, the Applicant presented the DRB with key evidence of its design change only *after* most of the affected neighbors had completed their testimony, over one hour into the hearing. The evidence included an artistic photo-montage purporting to represent an accurate perspective of the massing as it faces the Flamingo Park Historic District. This visual perspective was presented as evidence on the critical issue of design compatibility, but its accuracy or lack thereof was never subjected to scrutiny.

A photo-montage is an inherently creative product, subject to human error, combining two or more images in a manner intended to create the impression of photo-realistic accuracy. There is no evidence on the record regarding whether or not the image was a fair representation, as it was never made available to Appellants and was presented only in response to DRB queries late in the hearing. In fact, the photo-montage was never properly entered on the record, and was not included in the last-minute plan revisions that were available in the Applicant's DRB file following the rendering of the final DRB order. As such it was an error of process and a derogation of Appellants' rights for such evidence to have been presented as it was on the key issue of compatibility.

A second prejudicial error was the disparate treatment of Applicant and Appellants by the Planning Department in advance of the hearing. It is plainly apparent that the Planning Department's staff report – or at least the substance of its findings – was made available to Applicant with sufficient time to create an entirely new set of architectural drawings. As noted on record, however, Appellants were not afforded the same opportunity to review findings, and found out about a key recommendation less than 24 hours before:

> MR. CAREY: We provided you with the staff report, which indicated that we were recommending a 15 foot setback, rear setback, as well as increased side setback

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MS. LUCE: The other question, I wonder if people on this Board think that there is any point in examining some, a little bit more of rearranging of the massing, involving reducing the size of the double-story restaurant to alleviate what is the impact on the neighbors in the back. Is there anything to be gained from that?

> MR. NEEDLE: I knew that the staff was recommending a 15 foot setback. I asked for the staff report last week – I didn't get it until yesterday at 5:00.[22]

The relevance of this disparity is beyond dispute, since the essential characteristic of the revised plans is compliance with recommendations in the staff report. At a time when Applicants were revising complete sets of professional drawings, Appellants were not even informed about the new recommendations until the evening before the hearing, four days after a formal written request.

Finally, a procedural error noted on the record is a defect in the public notice:

> MR. NEEDLE: Another error that I believe is a technical but substantive error, for the record, is that this project is not advertised as a 6-story project, but in fact it is 6 stories. One story is underground. The notice simply says a 5-story building. It doesn't tell you that there is also an underground level which, it will be pointed out later, has an impact as well in the neighborhood.[23]

This appeal does not raise the issue of drainage as a design review issue, though underground parking may adversely affect already severe local flooding; instead Appellants reserve their rights to ensure that rainwater accommodation is addressed at a subsequent stage of the City permitting process. Nonetheless, the notice defect concerns a substantive element of the proposal and provides additional grounds for remanding the project – this time with sufficient time to address the revised plans and rebut assertions that new 2.5' and 5' setbacks address the design review requirements.

[22] Transcript of Feb. 7, 2006, p. 12, lines 16-19. Appellants have supplemental evidence regarding the procedural irregularity in the form of email correspondences with the DRB clerk on Thursday, February 2 and two follow-up emails on Monday, February 6.

[23] Transcript of Feb. 7, 2006, p. 10, lines 3-7.

(2) The DRB failed to base its decision upon substantial competent evidence, ignoring expert and public testimony of design incompatibility and relying instead on non-conforming buildings and inadequate or misleading evidence.

Appellants believe that the DRB misapplied the City's zoning laws, but independent of this error the DRB also failed to base its decision upon substantial and competent evidence. In particular, there was inadequate evidence to support a finding of compatibility with the adjacent historic district, which is addressed in several design review criteria including the following:

> The proposed structure, and/or additions or modifications to an existing structure, indicates a sensitivity to and is compatible with the environment and adjacent structures, and enhances the appearance of the surrounding properties. Sec. 118-251(6).

Two critical evidentiary failures directly impacted the reasoning and decision of the board. First, the DRB disregarded multiple sources of expert evidence regarding the compatibility of infill in relation to contributing historic architecture. Second, in countering this evidence the DRB, and instead relied upon the existence of non-conforming buildings that are inappropriate for evaluating sensitivity to and compatibility with the contributing historic properties that in fact abut the proposal.

(a) <u>As it relates to the historic district and adjacent contributing properties, there is insufficient evidence to support a finding that the proposed structure "is compatible with the environment and adjacent structures, and enhances the appearance of the surrounding properties."</u>

Most notable in the record, on the issue of compatibility, is what is missing. There is no clear finding by the DRB that the proposed project is indeed "compatible with the environment and adjacent structures," and the record is simply devoid of *any* evidence that the project "enhances the appearance" of the surrounding contributing historic buildings. While there are such findings regarding the Alton Road side of the project, the lack of such findings in relation to the historic district is clearly reflected in the concluding comments of DRB members, even as they voted to approve the project.

One DRB member astutely characterized the project as a "tale of two buildings" that presents a "horror show" to the historic neighborhood:

> MS. REDFERN: But right now, it's...it is what everybody said -- it's sort of a tale of two buildings, where we have... and it's a challenge for you, really, because you have the Alton Road side, and then you have the Flamingo historic neighborhood side. And I think that you need to pay a little more attention to each side, and what each side means to the people who use it. And it's going to be two separate sets of people who interact with each side of the street. The Alton Road, hopefully more pedestrians will use it. When we drive by there, and we went there this weekend -- I mean it's... that section of Alton Road certainly could use a more activation, and I think that a mixed-use project is, is an asset to it.

> But from the backside, it's, it's a horror show to those neighbors.... And even though your building doesn't rise to the level of these 40 story monster buildings that are going up on Collins Ave., when you think about it in scale to the little tiny bungalow and the little one-story Henry Hohauser building in its backyard, it is sort of daunting to them.[24]

A second DRB member noted the lack of accurate context drawings and concluded that the evidence, as presented by Applicant, was deficient:

> MS. LUCE: ...First of all, I just - I'm sorry to be so, get so laborious with this thing today, but this is context partially, but I'm hoping that we'll all educate ourselves to know, from the Applicant's point of view and from the Board's point of view, that actually, context is always going to be a perspective of the building in the neighborhood from the street. *And I think that we don't have that entirely presented to us in this project....*
>
> [I]n other words, if you were, if we were being asked to look at, once again, compatibility, having a photo montage from this perspective, that does not in fact reflect that perspective, is not entirely helpful for determining the compatibility.[25]

Ms. Luce went on to note that "we do look at what is considered the 'B' side of a building. And in this case, it's very important because you do have a, an impact on the neighbors."[26] Two other DRB members concurred as to the rear of the project in almost identical words:

> MR. DAVID: I really think that that needs a lot of work.[27]
>
> MR. NEVILLE: [I]t really needs a lot of work.[28]

And the fifth DRB member, as noted earlier, believed that the project still did not did not meet multiple design criteria, until disputed by the Applicant (see comments of Ms. Hyman-Grant, at footnote 20 above).

(b) <u>The Design Review Board failed to address directly relevant evidence from the City's Historic Preservation and Planning Boards, the Miami Design Preservation League, and the public.</u>

By contrast, there was an abundance of expert evidence and public testimony suggesting that the height and FAR sought by the Applicant present insurmountable compatibility issues. Virtually no effort was made to dispute or distinguish the findings of the City's own Historic Preservation and Planning Boards; statements of rebuttal took the form of pointing out setbacks and down-playing the negative effects in both the November and February hearings:

> MR. NEVILLE: I just want to point out to you that it's not as drastic as you might've though it was.[29]

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[24] Transcript of Feb. 7, 2006, p. 53, line 15 – p. 54, line 5.
[25] Transcript of Feb. 7, 2006, p. 47, lines 2-7 – p. 49, lines 12-15 (emphasis added).
[26] Transcript of Feb. 7, 2006, p. 50, lines 23-24.
[27] Transcript of Feb. 7, 2006, p. 53, line 7.
[28] Transcript of Feb. 7, 2006, p. 55, line 25.

> MR. NEVILLE: I don't think that this is going to cause the downfall of the neighborhood in any way. I think that's a little bit overstated. And I don't blame anybody for coming forward; in fact, I'm glad that they did because if they didn't, we would've approved probably the one last time, which would have really been a disaster in hindsight.[30]

According to this view, the difference between "disaster" in November and "compatibility" in February is basically a 10-foot increase in setback, for both pedestal and tower.[31] Such statements and views simply do not rebut the evidence and logic of the substantial and competent evidence to the contrary.

i. Historic Preservation Board findings regarding incompatible infill. A unanimous resolution of the Historic Preservation (HP) Board, addressing the incompatibility of infill development adjacent to historic structures, was summarized by Appellants in the November 15 meeting:

> MR. NEEDLE: [T]he issue is compatibility. This five-story high building is not compatible with the location. Although the current zoning allows for this height and FAR, I question whether it is really appropriate to build this property out to its maximum height and FAR.
>
> The CD-2 zoning along Alton can allow compatible commercial development, which is 1.5 FAR and it is comparable to the 1.25 in the historic district. However, the HP Board, Historic Preservation Board, has unanimously agreed after its joint meeting with the Planning Board, that this kind of infill is inappropriate for the historic district. And that is why they have decreased the height to I believe 30 feet, they have decreased the FAR to 1.0, and that issue needs to come forward for the city to decide, but *it is unanimous from the historic preservation point of view that this kind of building is incompatible.*
>
> And, further, they are taking advantage of the opportunity to use the RM Zoning which let's them balloon an extra 10,000 square feet of development and go up to 2.0, which creates still greater contextual problems.

No evidence was presented to rebut the down-zoning proposal by the HP Board, or to suggest that the same dynamics did not apply to infill at the edge of the historic district. The clear implication is that infill incompatible to historic buildings would be equally so regardless of which side of the property they are located on.

i. Planning Board findings regarding incompatible maximum zoning limits. Evidence from Planning Board discussion on January 24, 2006 was presented in the February 7, 2006 DRB meeting. Also presented was information from the City's Historic Property Database, showing the prevalence of 1 and 2-story historic buildings abutting the subject

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[29] Transcript of Nov. 15, 2005, p. 24, lines 20-21.

[30] Transcript of Feb. 7, 2006, p. 55, line 16-18.

[31] While there were changes to balconies and a 3-foot reduction in height, the main changes were an increase in rear setback from 5 to 15 feet for two levels and underground, and from 27 to 37 feet for three upper levels.

property and other portions of the Flamingo Historic District. The unanimous comments from the Planning Board were transcribed and entered into the record as expert testimony, supporting Appellants' contention that the mixed-use FAR loophole and proposed massing is inherently incompatible with low-rise, contributing historic buildings. In short, Planning Board members agreed with the comments of the Chair:

> MR. DIAZ: I don't think reasonable people can disagree that the CD-2/RM-2 bonus is *wholly incompatible* with the adjacent zoning....
>
> I wanted to highlight that I think there are areas where reasonable people can disagree and I think there are areas that are just black and white, but I think we do need to move this process forward.[32]

At a minimum, the Planning Board's general view of zoning incompatibility established a prima facie case or presumption regarding the potential for incompatibility between the Applicant's design proposal and the adjoining historic district. It was incumbent on the DRB not to dismiss the Planning Board's comments out of hand, but instead to evaluate the specific circumstances of massing in light of design review criteria.[33]

iii. Miami Design Preservation League and public testimony. The record also includes a great deal of testimony of incompatibility about the particular attributes of this project in relation to its specific adjacent historic structures. These considered views included the Advocacy Committee for the voluntary historic preservation organization charged with protecting Flamingo Park Historic District:

> MS. BRIGHAM: We met extensively and discussed this at some length.... You don't have to allow everybody to build out to their FAR. You know, they may be allowed to have 2, FAR of point, of 2, but you don't have to grant them that if it is completely incompatible, which is one of the most important things for the DRB to look at, I think, to protect the asset that we have.[34]

Virtually all members of the public, as well as all residents who submitted individual emails, spoke out against incompatibility in the two hearings (the sole exception was a district resident who admitted to being a paid employee of the Applicant's architect[35]). The critiques presented were detailed and insightful:

> MR. ZAID: The problem with this building is that it doesn't relate to what's around it, and we keep shifting this and shifting that and talking about measurements, but the fact is that it's incompatible with its neighbors. The materials are wrong; they don't relate in any way to the buildings around them. The scale is wrong; we've talked about that plenty. The profile of the building is

[32] Emphasis added. This testimony and the Historic Property Database/aerial correlation are provided as an attachment to this statement.

[33] See discussion between Mr. Neville and Mr. Needle, transcript of Feb. 7, 2006, pp. 15-18.

[34] Transcript of Feb. 7, 2006, p. 35, line 5 – p. 36, lines 6-9.

[35] Transcript of Feb. 7, 2006, p. 38, line 13-14. Appellants strongly dispute the relevance of additional evidence provided by Mr. Salazar, who gathered signatures from neighbors supporting a mixed-use infill project but (1) did not disclose his role as project architect (he described himself as "a member of the Board of Directors" for his condominium), and (2) did not disclose impacts of the project to historic buildings, but instead drew attention to extraneous issues, e.g., "it will have a minimal impact on traffic."

> blocky, and Erica mentioned, perhaps breaking the building up so that it doesn't look like such a big mass of boring, repeated elements.
>
> ...I'm sure these people can work out something that works better for the city, for the neighbors, and even for the people in the project.
>
> And I get the feeling that everybody is so stuck in their tracks, that they were talking about little measurements rather than a whole aesthetic thing. And really, somehow, the building needs to relate better to its neighbors. And I think that's the essence of the discomfort that everybody is feeling. You can't help and look at that building without feeling that the neighborhood is being impinged on.
>
> OK, and that is somebody who lives in the neighborhood; I'm not going to be directly affected by this building, but I just feel this chewing away at our beautiful, beautiful Art Deco district. It's piece by piece; it's like a quilt that's being moth-eaten. And I know that we can build beautiful and wonderful buildings, and it just needs a little more effort and a little more insight, and a little more seeing this building from the outside in, rather than as a planning solution that meets all the laws.[36]

Members of the public recognized and spoke with eloquence of the need for extensive scrutiny for the first edge project of its type. One example will suffice:

> MS. COTTER: And I think we have something incredibly special to preserve in our little area, and people come from throughout the world just to be here. If you travel outside this area, and you come back home, you just sit there and say, "Thank God, Barbera Capitman fought so hard to save this." Because we'd have a lot of that.
>
> And it is really important -- this is the turning point. This is it. This is the point that we can make a huge difference, and I think it's very important not to just leap to stuff. Let's really consider this, because this will be here, and here, and here, and it will go all the way down. And that -- it would be tragic.[37]

And besides asking for height and massing be reformed, members of the public proposed various specific changes to make the project better, at least relatively, even without reducing FAR. For instance, Appellants noted that approximately 5,000 square feet of massing was displaced to the upper floor by an expansion of the commercial space between the November and February meetings (double-height ceilings created internal volume that does not count against FAR). This criticism, and other testimony such as breaking up or stepping the mass, was not refuted or analyzed but was given too little consideration in the DRB discussion.

(c) <u>In determining compatibility with historic buildings, the DRB improperly relied on evidence of non-conforming buildings in the historic district.</u>

Rather than address the project's full design impact on adjacent properties, the DRB erred as a matter of logic by relying upon the Applicant's documentation of non-contributing buildings in the historic district to justify excessive and uniform height and massing of

[36] Transcript of Feb. 7, 2006, p. 42, line 22 – p. 43, line 20.
[37] Transcript of Feb. 7, 2006, p. 33, lines 18-25.

upper floors. In citing the existence of legally non-conforming buildings as evidence of historic compatibility, the DRB was in reality defining sensitivity to the historic district by reference to its non-historic exceptions. Non-conforming buildings precede not only the historic district but the design review criteria, and by definition would not be permitted to be built today. As a result, the DRB members disregarded testimony calling for modification of height or massing of upper floors.

The Applicant acknowledged the importance of context,[38] yet created a variety of visual evidence that emphasized the existence of non-conforming buildings. Appellants refuted both the logic and accuracy of the Applicant's "rogue's gallery" of references:

> MR. NEEDLE: The developer showed us in that meeting, and it's now part of your package, an alternative way of looking at things, which is...which is to point at all the nonconforming, non-historic buildings, the ones that were not part of the historic district, and to show those as the scale by which new development should be measured. [REFERS TO DISPLAY.] This to us is really more of a rogue's gallery of what we don't want to be building towards, the exceptions that we don't want to contribute towards additional exceptions. It's not where we think the measure should be at all. It's also inaccurate. It's showing that there is a ten...a seven-story building at the corner of 10th St [and Alton], which is incorrect; it's at the corner of 11th St.[39]

The truest measure of compatibility is the adjacent buildings, not those in other blocks. Nonetheless, to the extent that the DRB should look for evidence of compatibility beyond the abutting properties it was improper to use as a measure those buildings that preceded the historic district and exceed its current FAR and height limits.

(d) <u>Even if the non-conforming buildings were permissible as evidence of compatibility, which Appellants vigorously dispute, the record shows that context evidence supplied by the Applicant was deficient and misleading.</u>

In the November hearing, the evidence of neighborhood context was grossly defective. Indeed, the plans did not even note the existence of an abutting historic district, and it was pointed out by Appellants that this lack of context made the application incomplete.[40] The plans also did not note that the historic properties abutting the site are without even the 20' separation normally afforded by a public alley. More than one DRB member expressed complete unawareness that the project would have such an impact on the rear,

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[38] See transcript of Feb. 7, 2006, p. 44, line 1-5:
MR. KARP: I think it's important. That's why we took attention to make this Board, and provide with context and materials of buildings which are in the neighborhood, not only the immediate neighborhood, which are on 9th and 8th but also further away. And that's why we also made it part of the record here, to show you what the context is.

[39] Transcript of Feb. 7, 2006, p. 6, lines 17-25.

[40] "Where these land development regulations require the submittal of site plans, such site plans...shall show... (3) Existing zoning and zoning district boundaries." Code Sec. 118-1(a). See, e.g., transcript of Feb. 7, 2006, p. 26, line 13-14 (the DRB must protect the historic district "because you're touching it. You don't see it because the site plan is incomplete in so many ways."

and one even noted that he had been under the impression that the project was on the west side of Alton Road.[41]

For the February hearing, the Applicant created new context documents whose accuracy was disputed and found erroneous at various points on the record. Besides the mis-located non-conforming building on an aerial map (above at footnote 38), one DRB member questioned the veracity of a photo montage that was supplied:

> MS LUCE: I guess my question is – and we could all go there tomorrow, and stand right here and look east – and I'm just asking you, before we all do that, make that little trek tomorrow, if in fact this is somewhat of a creative *mise en scene*, or if in fact one sees those massings from that vantage point today.
>
> MR. KARP: You can see them, but again, it's not from the street....

She concluded by gaining an admission from Applicant that some context evidence, though purporting to represent an actual photo montage, was in fact a composite of actual perspective plus higher-scale buildings that could not be seen from this perspective:

> MS LUCE: ...I'm just saying that it is a little bit...in other words, if you were, if we were being asked to look at, once again, compatibility, having a photo montage from this perspective, that does not in fact reflect that perspective, is not entirely helpful for determining the compatibility.
>
> MR. KARP: Yes, that is correct, and that's why we didn't take it as a photo montage. So you are right, it is a rendering, and that's why we took a step further and provided the real panoramics from the top of 10th Street, and also the whole block.
>
> MS LUCE: OK.
>
> MR. KARP: So you are right, it is a rendering, it is not a photo montage, like the back elevation is.
>
> MS LUCE: So I'm just saying, *it puts your building in a different light, having it against a background of other fairly large buildings, that might not, in fact, be perceived from this vantage point.* That's why I just keep coming back with...I don't know, I think it would be really good to finally arrive at some sort of standards for renderings, and what is expected in terms of packages.[42]

The use of larger-scale buildings is thus not only inappropriate as a matter of law, but the evidence presented in the hearing was inherently deficient and misleading.

(e) <u>Relevant evidence cited by DRB members after the conclusion of public hearing is not supported in the record.</u>

Rather than deliberate whether the project was in compliance with compatibility criteria, the DRB generally assumed that compatibility would be addressed if Applicant agreed to meet the conditions proposed by the Planning Staff. Some DRB members, however

[41] E.g., transcript of Nov. 15, 2005, p. 32, line 9.
[42] Transcript of Feb. 7, 2006, p. 49, lines 12-24 (emphasis added).

sought to justify the project by statements that were not supported by the actual record. For example, one DRB member sought to justify approval by suggesting that the Applicant had made significant concessions in an effort to improve compatibility:

> MR. LEFTON: As I look at this 15 feet, this small change in the 15 feet, is going to completely turn the parking scheme upside-down. I don't how they're going to fix it, but I'm sure they're going to fix it. It seems like a little bit, but it's going to be a big deal for them, as best I can tell. So, I think they're not totally happy, but are willing to move forward and make it work for the neighbors.[43]

The claim is easily disproven, as site plans submitted by Applicant show the reality behind the increased setback – required parking dropped from 74 in November to 58 in February, due to a change in legal requirements. While Applicant had claimed parking difficulties at the start of the November hearing, there was no evidence of any such difficulties in February.[44] Indeed, it is precisely because parking was no longer a concern that Applicant reduced the 2nd-level garage and created the contested 5,000 square feet of double-height for the restaurant.

Other misleading suggestions concerned the impact of height. One DRB member disregarded the HP Board resolution to lower infill height and density, and erroneously suggested that infill within the district could be "basically the same height":

> MR. DAVID: [I]s there a new building, a four or five story residential building, at -- is it 10th and Lenox?
>
> MR. KARP: Yes, there is. That's correct, on the corner.
>
> MR. DAVID: So it's a brand -- it's not occupied yet, or is it?
>
> MR. KARP: Not yet.
>
> MR. DAVID: So it's close, but is basically the same height of -- I'm sorry?
>
> MR. NEEDLE [AUDIENCE]: 40 feet.
>
> MR. DAVID: It's five stories, or four?
>
> MR. NEEDLE: [AUDIENCE] 4.
>
> MR. DAVID: Four.
>
> UNKNOWN: No.
>
> MR. NEEDLE [AUDIENCE]: Four -- there's a 40 foot height limit.
>
> MR. DAVID: OK, but it's a new building, that's what I'm getting at.[45]

Another DRB member even went so far as to suggest that there was little difference in impact between a two and five story building.[46] For Appellants, as for the Historic

[43] Transcript of February 7, 2006, p. 46, lines 10-22.
[44] Ironically, this DRB member was not present at the November meeting.
[45] Transcript of February 7, 2006, p. 51, line 25 – p. 52, line 11.
[46] E.g., transcript of Feb. 7, 2006, p. 31, lines 13-15:

Preservation Board, the differences between 50 and 40 feet, or between 50 and 20 feet, are significant in relation to one and two-story historic buildings.

(3) The DRB failed to observe essential requirements of law by allowing a mixed-use design that exceeds maximum commercial density, without properly addressing the impact of additional density on design compatibility relative to abutting historic properties.

The DRB has the power and duty "[t]o review all applications requiring design review approval for all properties not located within a designated historic district or not designated as a historic site." Code Sec. 118-71. As the record makes clear, however, the subject property in this DRB proposal is distinctive in that it directly abuts the Flamingo Park Historic District in a ½-block deep buffer zone along Alton Road. The design review criteria must therefore be interpreted in a manner that respects the essential nature and character of the adjacent historic district, on a block of Lenox Avenue consisting entirely of 1- and 2-story buildings designated as "contributing" architectural designs in the City's Historic Database.

In exercising its review, the DRB misinterpreted the design criteria and failed in its duty to address the impact of the design on the essential character of the adjacent historic district, and the unique design considerations of adjacent historic buildings. As a result, the DRB allowed maximum height and massing when these were not justified.

(a) <u>The Miami Beach Code was correctly interpreted by the City Attorney, who suggested that the Miami Beach review criteria may require projects to reduce FAR, height, or massing if they do not satisfy compatibility requirements.</u>

Appellants adopt the view of the Miami Beach Code suggested by the Assistant City Attorney, and believe that the same criteria and reasoning that apply to historic review inside the historic district also apply to design review of historic properties outside the district. The reasonableness of such an interpretation was first discussed in the November hearing:

> MR. HELD: ...We recently went through an exercise with the HP Board that clarified their authority to require projects to reduce FAR where it's not, where they don't satisfy the HP Board criteria. And I was just reviewing the DRB criteria, which includes compatibility requirements. And I don't think it has actually been determined that this Board does not have authority, where it concludes that a project is not compatible, that they cannot be asked to reduce to

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MR. NEVILLE: If it was a two-story building, it would be the same thing. That you still have a two-story building 15 feet away from you, it's the same thing. There would be no difference if it was a two-story building; you'd still have a two-story....

> make it compatible. And that is something that we can discuss and report back to the board on, but it may be possible that this board does have authority to do that.
>
> MR. NEVILLE: I'm simply referring to, and I don't remember where I read these articles – but I try to keep up on these things when I read them – maybe in architectural magazine or somewhere. And I, my memory – and obviously you are the Assistant City Attorney, you probably are more up on this than I am, but I think I've read about lawsuits where it's been established that the developer has the right to build what is allowed in the zoning code and not be required to downsize because of neighborhood opposition or –
>
> MR. HELD: Well I wouldn't conclude that just because it happened in one jurisdiction that it's required in all jurisdictions. I mean, we have very strong design review criteria and HP criteria and it may be that the way our code is written it does allow it. It does not mean that we might not be subject to some lawsuit or a legal challenge, but that is something that would have to be reviewed and determined to see whether it's appropriate here.[47]

Appellants believe that this view is inevitable given that the same interests implicated in Historic Preservation Board review are addressed in Design Review Board review for developments adjacent to the historic district.[48]

It is clear from this view, as pointed out in February, that FAR and height below the maximum may be required if the various compatibility criteria are not satisfied:

> MR. HELD: If the gentleman's done. So, just to be clear, and we had this discussion with the HP Board over the last year as well, with a project coming before them, this board does have certain discretion with respect to issues that arise out of the compatibility of projects that are proposed with the existing built environment. And there are at least three design criteria in the code that address that specifically -- the sensitivity to and relationship to and compatibility with surrounding structures.
>
> So it's not entirely a question of height and FAR that's been zoned; this board does have some discretion to look at those issues. And it's, it's your job when an application is presented to satisfy your self that those criteria are satisfied. And it may be that in this case, based upon this section that's been presented, that you are satisfied that it's been addressed and the issues that are being raised are really

[47] Transcript of Nov. 15, 2005, p. 25, line 9 – p. 26, line 2.

[48] See id. At lines 3-17:

MR. NEEDLE: Can I make one important comment on this point, sir? ...That is, by being in an historic district we are committed forever to maintain this scale and in these specific buildings. In the past in other places you have allowed five-story next to one story and the rationale has been: well, in the future they are going to develop, this one-story will go, and they will be able to, the predominant characteristic will be five stories. The reason that massing and compatibility were put in, as a result of the same issues that we faced years ago, was because these things are essential to historic district preservation. They are directly related to the essence of what a historic district is, and this cannot be more impactful – so you are really exercising the responsibility of the DRB in protecting the historic district because you're touching it.... You must determine that if the massing is too much and it needs to be reduced in order to protect Miami Beach's first historic district. That's what's different about this.

> other issues that need to be addressed either by the Planning Board or to the Commission in the ordinance as a whole.
>
> So I just wanted to clarify that, that you're not bound by height and FAR as set in the code; those are, let's say those are aspirations if a project is compatible and sensitive.[49]

However, as explained below, the DRB chose to exercise a different legal standard.

(b) <u>The DRB resisted the City's interpretation of its own design review criteria and espoused an alternative legal theory, biased against the compatibility rights of adjacent historic property owners, that disregards compatibility criteria when they are in conflict with maximum height and FAR.</u>

The DRB's alternate legal views were most forcefully articulated by the Chair, who made clear his disagreement with the City Attorney's office in both the November and February meetings. Although not a lawyer (none of the DRB members are lawyers), he suggested in November that his support for maximum zoning – regardless of design criteria – is a matter of both fairness and law:

> MR. NEVILLE: Another thing that's not fair – and I'm not trying to be confrontational, because I do sympathize with all of you and if I lived there I would have the same reaction – but if the applicant is complying with the zoning rules then we're powerless to tell him to downsize his project. And I think even court cases have demonstrated that's a futile effort. If the zoning code allows him to build such a height or such a setback or such amount of FAR then they are allowed to do that. And the courts have upheld those kind of things. And believe me there have been lawsuits in the past in different areas of the country where that has happened. You know, shading, shading from a building, whatever.[50]

Later in the same hearing he clarified that his resistance to the advice of the Assistant City Attorney was based on a "feeling":

> MR. NEVILLE: Personally, I am sympathetic, but I don't -- even though Gary mentioned that it really isn't that necessary -- but I still have this strong feeling that, if zoning is allowed and, you know, and the city planners have set up a zoning district, that the applicant should be allowed to build up to that extent.[51]

Similar comments were made at the February meeting, in response to a suggestion by Appellants that the DRB call for further changes:

> MR. NEEDLE: They are nice people by the way, I don't have any problem with them. I just don't think there's any incentive to make changes in their building at this point, unless you direct them to make them, or unless the Planning Board creates the overlay environment.
>
> MR. NEVILLE: Yeah, I don't think we can direct them.... I'm not sure the DRB has the purview to come and say to the City, and to that project, we can't approve

[49] Transcript of Feb. 7, 2006, p.
[50] Transcript of Nov. 15, 2005, p. 23, lines 10-17.
[51] Transcript of Nov. 15, 2005, p. 36, lines 12-15.

> you because we agree with you that this zoning district allows for too large of a building. Well, you know, I'm not sure if that's something we could do. And if we did do it, I'm sure if that wouldn't spur a lawsuit by all the people who went and bought property on that road thinking that the zoning district allows them to build "x" amount of square footage, or "x" amount of height, where, you know now, the City's own Design Review Board says, "no, no, no, you can't build that."

As noted by Appellants, it is equally true that the property owners in historic districts bought and invested in renovations thinking that the surrounding infill development would be compatible with their historic structures.[52]

In highlighting the incompatibility of maximum zoning, Appellants were accused at several points of raising issues solely of zoning, rather than specific design review issues impacted by zoning. Ironically, however, in one of those exchanges it was the DRB Chair who admitted that his views of compatibility criteria were entirely subject to the maximum zoning in a district:

> MR. NEVILLE: Again, you're getting to the zoning district. I don't know how we can protect you when the zoning district allows that size of a building to be built. I mean…
>
> MR. NEEDLE: I think at this point if you don't, if the majority of the Board doesn't feel that that extra FAR is inherently incompatible, then I think that you should just examine it from a design standpoint, and just decide, is this massed properly and most sensitively for the Historic District? Do we want to let them take the parking savings and use it to have a nicer restaurant, and displace that 5,000 square feet to affect our historic neighborhood? Those are the design considerations…. What you can decide is that this design is incompatible….
>
> MR. NEVILLE: Well, yeah, that's what we're here to do, to debate the design of the building. If it's, it's one thing if it's violating all the zoning restrictions, like some of the applicants do – that gives us some teeth. But when it doesn't, it becomes a little bit more difficult, and it's nearly impossible, to say "no, that building cannot take place, and it needs to be 2 stories, and it needs to be, you know, like, 40 feet…." [53]

Under this view, compatibility criteria must be discounted as unnecessary to approve a project, or must be deemed satisfied by *any* relative design improvements – regardless of overwhelming evidence to the contrary. Such a position is inconsistent with the City's position on compatibility with historic properties under the Historic Preservation Board, and cannot be allowed to stand in regard to historic properties impacted by Design Review applications.

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[52] See transcript of Feb. 7, 2006, p. 17, lines 1-6:
NEEDLE: This amount of massing just doesn't work adjacent to these – we should be protected, by you, because we are historic properties. We have given up our rights to build this. We gave up our rights by being in the historic district, which, as I've showed you is, and district-wide, it's 75%, 2-story, over 80%, 1- and 2-story. That context needs to be protected. What we have instead, what we have instead is this massing which is 4 times the size of my historic bungalow architecture, where I live.

[53] Transcript of Feb. 7, 2006, p. 17, lines 10-25.

(c) Several DRB members endorsed the legal theory of maximum zoning but revealed self-contradictory conclusions, signifying that compatibility criteria were not in fact satisfied but they did not follow the advice of City counsel.

Absent real deliberation of the evidence for compatibility, individual DRB members chose to follow the DRB Chair's "strong feeling" to allow maximum zoning. Yet by honestly admitting their inner discomfort with the maximum zoning, several DRB members arrived at self-contradictory conclusions. Thus, one member acknowledged that the project as "a horror show" for the adjoining historic properties, yet voted to approve the design.[54] Another member articulated a feeling of being "conflicted":

> MR. LEFTON: ...And I'm conflicted a little bit here, but I recognize that this developer has development rights, and I think that they've actually done a good job on a very challenging site. Any time you're dealing with this notion of a transition, it's difficult. It's difficult, and I think as a lot of people have been saying, not everybody's going to be completely happy.
>
> So, I am supportive of it, I would also be supportive of moving forward to amend the Code and close whatever this loophole may be, in the appropriate fashion. But whatever it may be, this exists today. I think that this project has moved forward with good faith, in the envelope that they've been given. And so, I'm going to be in favor of this project with those...with those conditions.[55]

The support to amend the Code and reduce the FAR maximum by 33%, from 2.0 to 1.5, is an implicit concession that the project was incompatible but that "development rights" must trump that provision of the Code. Yet property rights extend to those impacted by incompatible development, and the compatibility criteria "exist" today just as plainly in the City Code.

(d) Based on the evidence in this case, Appellants contend that it is inherently unlawful under the Miami Beach Code to exceed the CD-2 maximum FAR without clear and convincing evidence of design compatibility.

While the City counsel did not address this question on record, Appellants contend that the ability to circumvent the CD-2 maximum FAR is a loophole in the Code, and that its use is not a matter of absolute right but should be subject to specific design review criteria. The subject property is located in a CD-2 commercial, medium-intensity district

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[54] See fn. 24 supra. The DRB member went on to suggest a further revision of massing:
MS. REDFERN: And the example I think of, where it might work to the opposite, is that building on Collins Avenue, almost to the property line of the beach, where on the Collins Avenue side it's stepped back very nicely, but when you look at it from Harding, it's just this massive wall. Maybe if you could take that and turn it around, and put more of the mass to the Alton Road side, and make the mass so it's not such an imposing structure to the neighborhood.

[55] Transcript of February 7, 2006, p. 46, lines 10-22. Even the DRB Chair expressed a belief that FAR should be reduced, albeit not by the DRB and while allowing for mixed-use projects:
MR. NEVILLE: I sympathize with the neighbors, and I do hope that the zoning got changed, but I also agree with Gabriella that I think Alton Road could really use projects like this -- mixed-use projects where there's a restaurant or shops or something on the ground floor, and people living above. Transcript of February 7, 2006, p. 56, lines 12-15.

whose development regulations specify a "maximum Floor Area Ratio" ("FAR") of 1.5. Code Sec. 142-306. For mixed-use buildings, however, a setback provision allows maximum FAR to be determined under a separate section of the Code, the RM-2 regulations, which permits an FAR of 2.0. Code Sec. 142-307(d)(2); Sec. 142-216. The property is adjacent to an RM-1 low-intensity residential district with a maximum FAR of 1.25, Code Sec. 142-145, and the directly adjoining properties are contributing historic structures with an actual FAR of less than 1.25. An Applicant's proposal to develop a mixed-use building, if approved, results in a 33% increase in density versus the commercial maximum (2.0 versus 1.5) and an FAR 60% over even the highest legal density in the adjacent historic district (2.0 versus 1.25).

Because a mixed-use CD-2 application effectively bypasses the maximum FAR for CD-2, the DRB is obligated to determine whether a proposed mixed-use and FAR bonus is consistent with the design review criteria. The Applicant in this case proposed a mixed-use building with approximately 10,000 square feet more than a commercial building in the same location, along with the commensurate additional parking. Before approving an FAR increase for mixed-use projects adjacent to low-rise, contributing historic buildings, the DRB should have made a clear and specific finding, based on all available evidence, that the increased use and density is appropriate in this location.

Conclusion

The undersigned respectfully ask the City Commission to reverse the decision of the DRB, to eliminate the use of the mixed-use FAR loophole as incorporated in this design, and to remand the proposal with instructions to evaluate specific ways that massing and height can be made compatible within the CD-2 development regulations.

By: Bill Farkas

Bill Farkas, Executive Director
Miami Design Preservation League (MDPL)

Submitted on behalf of:

Arthur Marcus AIA, Chair
MDPL Advocacy Committee

Allison Cotter, Owner
900 Lenox Avenue #2

Andrew Delaplaine, Owner
900 Lenox Avenue #1

Charles Recher, Owner
910 Lenox Avenue #2

Carol Jacque, Owner
914 Lenox Avenue #4 & #5

Mark Needle, Owner
914 Lenox Avenue #4 & #5

Kelly Brock, Owner
932 Lenox #1 & #2

Jean-Luc Blackburn, Owner
932 Lenox #1 & #2

ATTACHMENT: CITY OF MIAMI BEACH PLANNING BOARD MEETING OF JAN. 24, 2006
Compatibility of CD-2/RM-2 bonus with adjacent historic properties

[NB: The summary below and Board discussion that follows were formally entered into the record of the Design Review Board File #18871.]

"I don't think reasonable people can disagree that the CD-2/RM-2 bonus is *wholly* incompatible with the adjacent zoning."
Board Chair (emphasis in original remarks)

"I think we cannot allow them to build the monstrosity that you are talking about."
Board Member 2

"I think that the character of Alton Road needs to be preserved, by all means."
Board Member 3

"I agree that we definitely need to minimize the scale and retain more of a street-level scale on Alton Road, and that that 4- or 5-story possibility on Alton Road is very dangerous and I wouldn't want to see that."
Board Member 4

"I wanted to highlight that I think there are areas where reasonable people can disagree and I think there are areas that are just black and white....

"I think we do need to move this process forward... so we can have zoning-in-progress as quickly as possible...."
Board Chair

"I totally support the intent of what the commentary has been."
Board Member 5

"I move."
Board Member 6

"Second."
Board Member 5

"OK, that's unanimous."
Board Chair

Transcription of Planning Board Comments:
Alton Road CD-2 Zoning in Relation to the RM-1 Historic District
City of Miami Beach Planning Board meeting of Jan. 24, 2006

Verbatim Board discussion following close of public discussion, from 5:28-5:40 pm (NB: comments related to the adjoining RM-1 zoning district are abridged.)

Victor Diaz, Chair: I think that reasonable people can disagree about [the scope of reform needed for two downzoning issues within the RM-1 historic district].

I don't think reasonable people can disagree that the CD-2/RM-2 bonus is *wholly* incompatible with the adjacent zoning. I think that when you look at these boxes that Mark prepared, it shows you an incompatibility which is not only detrimental to the adjoining single-family neighborhood, it's detrimental to Alton Road. I don't think that we want to see – someone made the point – I don't think we want to see 5-story, mixed-use buildings lining Alton Road, I think Alton Road is essentially a commercial corridor and it should be a commercial corridor and encourage development consistent with that and a scale consistent with that.

I am prepared *personally* to go with every single recommendation that the Flamingo Park neighborhood and the Historic Preservation Board went with. I am on board with [the two RM-1 issues] and I am totally on board with moving forward with taking the height on that Alton Road corridor, just taking it to the CD-2 and eliminating the RM-2 loophole altogether, and considering whether it needs to be taken further within that.

I wanted to highlight that I think there are areas where reasonable people can disagree and I think there are areas that are just black and white, but I think we do need to move this process forward. I can understand if people don't want to go with [downzoning reforms within the RM-1] and I can understand if people don't want to go down to CD-1 on the Alton Road corridor, but I think that in order to solve the problem what we need to do is bring – give the staff some guidance, bring some regulations to the next meeting – bring the more restrictive regulations unless there is absolutely no support so that then we have the ability to liberalize them at the public hearing – and have a public hearing, give everybody an opportunity to be heard, and take action so we can have zoning-in-progress as quickly as possible....

[Discussion with City Attorney about legal impact of advertising more-liberal or more-restrictive zoning.]

That's my feeling on it. Roberto.

Roberto Sanchez: [Expresses disagreement on scope of reforms within RM-1 district.] We really have to be reasonable, and I think that on the Alton Road corridor, I think that I

agree with that. I think we cannot allow them to build the monstrosity that you are talking about and I'm in favor of doing that....

Diaz: So you're in favor of doing everything except [one of the two RM-1 reforms]. OK, how do other board members feel?

Jorge Kuperman: I'm in favor of that too, I think that the character of Alton Road needs to be preserved, by all means.... [Expresses agreement with only one of two RM-1 reforms].

Cathy Leff: The character of Alton Road? You were saying the character of Alton Road?

Diaz: Yes, he's saying to address the CD-2 zoning and RM-2 loophole...[and address one of the RM-1 issues].

Marlo Courtney: First off, I think that we have to do everything we can to preserve this fabulous Flamingo district... [Expresses agreement with both RM-1 reforms.] As far as the CD-2, I agree that we definitely need to minimize the scale and retain more of a street-level scale on Alton Road, and that that 4- or 5-story possibility on Alton Road is very dangerous and I wouldn't want to see that.

Diaz: OK, so we've got so far...—this is why, and we can keep going around, but my feeling is we're not taking final action on this. This is a workshop... [discusses rationale for considering all issues at full hearing]. I'll entertain a motion that we ask staff to bring at the next meeting a set of regulations in order to address the three issues... [including both RM-1 issues] and eliminating the RM-2 loophole and addressing the height on Alton. Again, you may want to go to CD-2, you may want to go to CD-1 or whatever staff wants to recommend but the Board is giving you definite guidance that we want the RM-2 loophole eliminated at a minimum and if you want to bring other suggestions forward you do so at the next meeting. Are you OK with that George? OK.

Leff: I just want to ask a question. I mean, I totally support the intent of what the commentary has been. My only question is regard to [one of the RM-1 issues. Followed by discussion of this issue.]

Joy Malakoff: I move.

Diaz: The motion has been made by Joy, is there a second?

Leff: Second.

Diaz: Seconded by Cathy. All in favor please indicate by saying "aye". [Ayes spoken.] Opposed? OK, that's unanimous.

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY given that a public hearing will be held by the City Commission of the City of Miami Beach, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, June 7, 2006 at 11:15 a.m.**, regarding A Resolution Setting A Public Hearing Pursuant To Miami Beach City Code Section 118-262, To Review A Design Review Board Decision Requested By The Miami Design Preservation League And By Affected Persons Pertaining To DRB File No. 18871.

INQUIRIES may be directed to the Planning Department at (305) 673_7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be opened and continued and, under such circumstances additional legal notice would not be provided.

Robert E. Parcher
City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact (305) 604-2489 (voice), (305) 673-7218(TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jorge M. Gonzalez, City Manager

FROM: Jerry Libbin, Commissioner

DATE: May 31, 2006

SUBJECT: June 7, 2006 agenda item

Please place on the June 7, 2006 Commission agenda the attached resolution asking the City Administration to take action and pursue urging Miami-Dade County to adopt an amendment to Chapter 1 of the Florida Building Code giving all municipalities the authority to refuse to issue new permits to contractors with open and expired permits, subject to the Building Official's discretion.

If you have any questions or comments, please feel free to contact my secretary, Sandra Meyer at x6765.

LRG/sm

Cc: Members of the City Commission

RECEIVED
2006 MAY 31 AM 10:50
CITY MANAGER'S OFFICE
BY

Agenda Item R9G
Date 6-7-06

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, URGING MIAMI-DADE COUNTY TO ADOPT AN AMENDMENT TO CHAPTER 1 OF THE FLORIDA BUILDING CODE GIVING ALL MUNICIPALITIES THE AUTHORITY TO DENY NEW PERMITS TO CONTRACTORS WITH OPEN AND EXPIRED PERMITS, SUBJECT TO THE BUILDING OFFICIAL'S DISCRETION.

WHEREAS, a serious problem exists for property owners in the City of Miami Beach and Countywide as to numerous open and expired permits on their property; and

WHEREAS, there currently is no direct enforcement mechanism provided for in the Florida Building Code (the Code) for municipalities to address open and expired permits; and

WHEREAS, there was a specific provision under the South Florida Building Code, (Section 305.2) which stated that the Building Official had the authority, after providing written notice to a contractor and an opportunity to cure, to withhold issuance of permits to the contractor; and

WHEREAS, effective October 1, 2005, Broward County adopted an amendment to the Florida Building Code which provided that, in the event of a contractor's violation of the Code, after written notice and failure to cure, the Building Official could refuse to issue any further permits to said contractors; and

WHEREAS, any local amendment to the Florida Building Code must be adopted Countywide; and

WHEREAS, accordingly, the Mayor and City Commission would recommend and urge that the Miami-Dade County Commission adopt an amendment to Chapter 1 of the Florida Building Code giving all municipalities the authority to deny new permits to contractors with open and expired permits, subject to the Building Official's discretion.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby urge Miami-Dade County to adopt an amendment to Chapter 1 of the Florida Building Code giving all municipalities the authority to refuse to issue new permits to contractors with open and expired permits, subject to the Building Official's discretion.

PASSED and ADOPTED this _____ day of _____, 2006.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney DMB 5/31/06 Date

c: Tim
Hilda
Lilia

MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jorge M. Gonzalez, City Manager

FROM: Jerry Libbin, Commissioner JL/sm

DATE: May 31, 2006

SUBJECT: June 7, 2006 agenda item

Please place this on the June 7, 2006 commission agenda. A discussion item on the amendment of the City's Redevelopment Plan to the city Center RDA, which would be for the purpose of allowing funds to be used to purchase, and or renovate buildings within the RDA and to then make units within those buildings available as Workforce housing.

If you have any questions or comments, please feel free to contact my secretary, Sandra Meyer at x6765.

JL/sm

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2006 MAY 31 PM 2:48
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Agenda Item R9H
Date 6-7-06

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C: Hilda
Lilia

MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jorge M. Gonzalez, City Manager

FROM: Luis R. Garcia, Jr., Commissioner

DATE: May 30, 2006

SUBJECT: Memorial Day weekend agenda item

Please place the following item on the June 7, 2006 Commission agenda. A discussion regarding the Memorial Day weekend and associated city expenses and projected financial impact.

If you have any questions or comments, please feel free to contact my secretary, Sandra Meyer at x6765.

LRG/sm

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2006 MAY 30 PM 4:43
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Agenda Item R9I
Date 6-7-06

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jorge M. Gonzalez, City Manager

FROM: David Dermer, Mayor

DATE: June 1, 2006

SUBJECT: Agenda Item

Please place on the June 7 agenda a discussion item of the timetable for election or appointment to fill the possible vacancy of the Group V commission seat. If you have any questions, please contact AC Weinstein at extension 6157.

DD/aw

Agenda Item R9J

Date 6-7-06

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CC Trish
Lilia
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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jorge M. Gonzalez, City Manager
Mayor and City Commissioners

FROM: Luis R. Garcia, Jr., Commissioner LG/sm

DATE: May 25, 2006

SUBJECT: Agenda item for June 7, 2006

Please place on the June 7, 2006 Commission meeting agenda a discussion item regarding the relationship between the IT Department, Finance Department and Cyborg system.

If you have any questions, please feel free to contact my secretary, Sandra Meyer at x 6765.

LRG/sm

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2006 MAY 25 PM 3:22
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BY

We are committed to providing excellent public service and safety to all who live, work, and play in our

Agenda Item R9K
Date 6-7-06

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c: Tim
Kathie
Lilia

MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jorge Gonzalez, City Manager

FROM: Luis R. Garcia, Commissioner

DATE: June 2, 2006

SUBJECT: Discussion Item regarding fire inspection fee

Place on the June 7, 2006 City Commission Agenda a discussion item referring to the fire inspection fee in the 2006/2007 City budget.

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2006 JUN -2 AM 10:58
CITY MANAGERS OFFICE
BY

We are committed to providing excellent public service and safety to all who live, work, and play in our

Agenda Item R9L
Date 6-7-06

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c: Bob
Hilda
Lilia

MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jorge Gonzalez, City Manager

FROM: Luis R. Garcia, Commissioner

DATE: June 2, 2006

SUBJECT: Discussion Item regarding workforce housing

Place on the June 7, 2006 City Commission Agenda a discussion item to enter into public/ private partnerships to develop the surface parking lot located at 1625 West Avenue into workforce housing.

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2006 JUN -2 AM 10:58
CITY MANAGERS OFFICE
BY _____

Agenda Item R9M
Date 6-7-06

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INFORMATION ITEMS

OFFICE OF THE CITY ATTORNEY

City of Miami Beach

F L O R I D A

JOSE SMITH
City Attorney

Telephone: **(305) 673-7470**
Facsimile: **(305) 673-7002**

COMMISSION MEMORANDUM

TO: Mayor David Dermer
Members of the City Commission
City Manager Jorge M. Gonzalez

DATE: June 7, 2006

FROM: Jose Smith
City Attorney

SUBJECT: **City Attorney's Status Report**

I. LAWSUITS FILED BY OR AGAINST THE CITY OF MIAMI BEACH SINCE THE LAST REPORT

1. Seth Gerzberg vs. City of Miami Beach, Florida, a Florida Municipal Corporation. United States District Court, Southern District of Florida, Case No. 06-21105 CIV-GOLD

   This is a complaint filed by a supporter of graffiti art who is challenging the constitutionality of the City's graffiti and artistic graphics regulations. The City has filed a Motion to Dismiss.

2. Steven R. Pine vs. City of Miami Beach, a municipality of the State of Florida. Eleventh Judicial Circuit, Case No. 06-08741 CA27

   This is a complaint by a probationary police officer who is alleging racial discrimination after he resigned from the Police Department. Suit is brought under the Florida Civil Rights Act. The City has answered the complaint denying the allegations. Discovery is ongoing.

Agenda Item A
Date 6-7-06

3. Liberty Mutual Fire Insurance Company, vs. City of Miami Beach. Eleventh Judicial Circuit, Case No. 06-09093 CA06

The City was served with this wrongful death Complaint on May 11, 2006 wherein the plaintiff, Liberty Mutual, alleges that it is the worker's compensation insurance company for Exel, Inc. which employed Kenneth J. Battista, who drowned on Miami Beach on May 11, 2004. Liberty Mutual alleges that as the worker's compensation carrier it is entitled to recover all amounts it has and will in the future pay to the Battista family. Discovery is ongoing and an answer and affirmative defenses will be timely filed.

4. Monticello Insurance Company, a Delaware corporation, vs. City of Miami Beach; Israel Poleyeff, as Personal Representative of Eugenie Poleyeff; and Frederica Breaux, as Administratix of the Estate of Zachary Charles Breaux. U.S. District Court, Southern District, Case No. 06-20459 GOLD/TURNOFF

The City was served with this lawsuit for declaratory relief on March 28, 2006, along with co-defendants, Breaux and Poleyeff. Monticello Insurance Company is requesting the Court to determine whether the City, as an additional insured under Hurricane Beach Rentals Policy, is entitled to a defense and indemnification as a result of the drowning of Breaux and Poleyeff. An answer has been filed.

5. Minette Benson vs. Suntrust Banks, Inc., City of Miami Beach, Officer William Collado, Individually. Eleventh Judicial Circuit, Case No. 05-2274 CA05

The City was served with this Complaint on May 19, 2006 wherein the plaintiff alleges that on April 14, 2004 she was arrested at a Suntrust Bank in the City of Miami Beach by a Miami Beach police officer and a City officer who was working off-duty at the bank. The plaintiff is alleging battery and false arrest against the City and its police officer. Discovery is ongoing and an answer and affirmative defenses will be timely filed, as well as a motion to dismiss the police officer from the lawsuit.

6. Mereida Leon vs. City of Miami Beach. Eleventh Judicial Circuit, Case No. 06-9805 CA01

   The City was served with a Complaint on May 25, 2006 wherein the plaintiff alleges that on November 24, 2004 she was a pedestrian walking through the intersection of Meridian Avenue and 41st Street when she was struck by a City vehicle causing various physical injuries. Discovery is ongoing and an answer and affirmative defenses will be timely filed.

7. Emigrant Savings Bank vs. Cecile D. Barker; City of Miami Beach and Portofino Towers Condominium Association, Inc. Eleventh Judicial Circuit, Case No. 06-6503 CA01

   This is a mortgage foreclosure action concerning real property located at 300 S. Pointe Drive, Unit 4005, Miami Beach. An Answer and Affirmative Defense was filed on May 22, 2006 to protect the City's interests.

8. Deutsche Bank National Trust Company vs. Raul Gonzalez et al. Eleventh Judicial Circuit, Case No. 06-09079 CA08

   This is an action to foreclose a mortgage on real property located at 5367 W. 23rd Avenue, Hialeah, and the City's interest in a code lien which had attached to this property. An Answer was filed on May 30, 2006.

9. Deutsche Bank National Trust Company et al. vs. Reynier Perez, et al. Eleventh Judicial Circuit, Case No. 06-09023 CA30

   This is a mortgage foreclosure action concerning real property located at 3030 Collins Avenue, Unit 1B, Miami Beach. An Answer and Affirmative Defense was filed on May 30, 2006.

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **PARKING STATUS REPORT – APRIL 2006**

The following comments serve to preface attended parking facilities (garages and lots) performance for the month of April 2006. In April 2006, gross revenues at attended facilities (garage and lots) increased by 7.89% as compared to the prior year's period. During the month of April 2006, the Parking Department's attended locations earned a net profit of $616,875.50. This is an increase in net profit of $44,982.00 or 7.87% as compared to the same period in the prior year. The year to date net profit is $4,129,160.44 this is an increase in net profit of $289,585.94 or 7.54%.

A) 17th Street Municipal Parking Garage: April 2006

During the month of April 2006, the 17th Street Garage had net revenues of $264,358.24. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $61,200.00, transient parking revenues of $195,358.24 and valet rental fees of $7,800.00. Net revenues increased from $228,644.57 in 2005, to $264,358.24 in 2006; a 15.62% increase in net revenues. After subtracting operating expenses of $116,609.88 the facility had a net profit for the month in the amount of $147,748.36. This represents an increase in net profit for the facility in the amount of $30,135.31 or 25.62% when compared to the same period in the previous year. This increase is primarily attributable to an increase in transient parking revenue of $33,793.67, and an increase in valet rental fees of $1,500.00; off-set by an increase in attendant/cashier labor expense of $1,259.52; an increase FP&L expense of $2,159.43 and an increase in elevator maintenance expense of $1.215.19. The 17th Street Garage served a total of 91,741 parkers in the month of April, 2006.

B) 7th Street Municipal Parking Garage: April 2006

During the month of April 2006, the 7th Street Municipal Parking Garage had net revenues of $191,487.12. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $16,575.00 and transient parking revenues of $174,912.12. When compared to the same month in the prior year (April 2005), net revenues decreased from $205,478.73 in 2005 to $191,487.12 in 2006; a 6.81% decrease in net revenues. After subtracting operating expenses of $85,866.54 and debt service of $59,500.00 the facility had a net profit for the month in the amount of $46,120.58. This is a decrease in net profit of $30,767.39 or 40.02% from April 2005. This decrease is primarily attributable to a decrease in transient parking revenue of $14,891.61; an increase in security personnel expense of $16,483.37. The 7th Street Garage served a total of 38,506 parkers in the month of April, 2006.

Agenda Item B
Date 6-7-06

C) 5-A Municipal Surface Parking Lots (Washington Avenue to Pennsylvania and 17th Street): April 2006

During the month of April 2006, the 5-A Surface Lots had net revenues of $196,086.75. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $18,060.00 and transient parking revenues of $178,026.75. Net revenues increased from $174,390.23 in 2005, to $196,086.75 in 2006; a 12.44% increase in net revenues. After subtracting operating expenses of $47,434.51 the facility had a net profit for the month in the amount of $148,652.24. This represents an increase in net profit for the facility in the amount of $17,809.72 or 13.61% when compared to the same period in the previous year. This increase is primarily attributable to an increase in transient parking revenue of $20,916.52, an increase in facility-specific access-card revenues of $780.00; off-set by an increase in attendant/cashier labor expense of $3,351.38. The 5-A Municipal Surface Parking Lot served a total of 53,073 parkers in the month of April, 2006.

D) 12th Street Municipal Parking Garage: April 2006

During the month of April 2006, the 12th Street Garage had net revenues of 34,733.25. Net revenues are comprised of facility-specific monthly parking revenues of $3,780.00 and transient parking revenues of $30,953.25. When compared to the same month in the prior year (April 2005), net revenues decreased from $42,321.76 in 2005, to $34,733.25 in 2006; a 17.93% decrease in net revenues. After subtracting operating expenses of $22,043.01 the facility had a net profit for the month in the amount of $12,690.24. This is a decrease in net profit of $6,690.55 or 34.52% from April 2005. This decrease is primarily attributable to a decrease in transient parking revenues of $7,468.51; off-set by a decrease in security personnel expense of $1,370.54. In addition, during the month of April, the garage was still under renovation therefore portions of the garage were closed. These renovations include lighting, painting, concrete work, expansion joint and structural repairs. The 12th Street Garage served a total of 5,373 parkers in the month of April 2006.

E) 13th Street Municipal Parking Garage: April 2006

During the month of April 2006, the 13th Street Garage had net revenues of $74,772.72. Net revenues are comprised of facility-specific monthly parking permit revenues of $9,240.00 and transient parking revenues of $65,532.72. Compared to the same month in the prior year (April 2005), net revenues increased from $73,551.58 in 2005, to $74,772.72 in 2006; representing a 1.66% increase in net revenues. After subtracting operating expenses of $31,300.37, the facility had a net profit for the month in the amount of $43,473.35. This is a decrease in net profit of $500.16 or 1.14% from April 2005. This decrease is primarily attributable to an increase in revenue control equipment maintenance expense of $1,141.66 and an increase in FP&L expense of $556.37; off-set by an increase in facility-specific monthly parking permit revenues of $1,080.00. The 13th Street Garage served a total of 13,785 parkers in the month of April 2006.

F) 16th Street-Anchor Parking Garage: April 2006

During the month of April, 2006, the 16th Street Garage had net revenues of $206,748.94. Net revenues are comprised of facility-specific monthly parking revenues of $39,600.00, transient parking revenues of $146,494.13, and valet rental fees of $20,654.81. Compared to the same month in the prior year (April 2005), net revenues increased from $171,265.83 in 2005 to $206,748.94 in 2006; representing a 20.72% increase in net revenues. After subtracting operating expenses of $55,780.64 the facility had a net profit for the month in the amount of $150,968.30. This is an increase in net profit of $36,113.07 or 31.44% from April

2005. This increase is primarily attributable to an increase in transient parking revenue of $27,195.58, an increase in facility-specific monthly parking revenues of $9,450.00, off-set by a decrease in valet rental fees of $1,162.47; a decrease in security personnel expense of $4,169.68; off-set by an increase in FP&L expense of $1,523.15 and an increase in fire alarm service expense of $1,416.96. The 16th Street Garage served a total of 30,143 parkers in the month of April, 2006.

G) 42nd Street Municipal Parking Garage: April 2006

During the month of April, 2006, the 42nd Street Garage had net revenues of $28,546.34. Net revenues are comprised of facility-specific monthly parking revenues of $25,680.00 and transient parking revenues of $2,866.34. Compared to the same month in the prior year of April (2005), net revenues increased from $28,199.44 in 2005, to $28,546.34 in 2006; representing a 1.23% increase in net revenues. After subtracting operating expenses of $20,822.91 the facility had a net profit for the month in the amount of $7,723.43. This is a decrease in net profit of $1,118.00 or 12.65% from April 2005. This decrease is primarily attributable to an increase in revenue control equipment maintenance expense of $1,891.66, an increase in FP&L expense of $574.20; off-set by a decrease in security personnel expense of $968.49. The 42nd Street Garage served a total of 6,513 parkers in the month of April, 2006.

H) Electronic Parking Meter Revenue Comparison: April 2006

This statement compares parking meter revenue collected in April 2006, with revenue collected in April 2005. When comparing revenues for April 2006 in the amount of $982,541.47 to revenues for April 2005 in the amount of $895,346.63, the report reflects an increase of $87,194.84 or 9.74% in revenues collected. Meter revenue collected does not reflect the change in monthly decal parkers (both commercial and residential), valet rental or construction rental of meters, or metered surface lots either taken out of service, or managed differently than the previous year. In the month of April 2006 decal and permit revenue received was $69,787.73 and meter rental revenue (valet, construction, and special events) was $121,137.09 versus $120,705.07 and $107,851.17 respectively in April 2005. The combined total revenue produced at meters for the month of April 2006 was $1,173,466.29. This reflects an increase from the previous year in the amount of $49,563.42 or 4.41%.

I) Parking and Transportation Smart Card Sales: April 2006

In the month of April 2006, the Parking Department sold 1,421 Parking Meter Cards to merchants, vendors, hoteliers, and the public, for revenues in the amount of $36,012.50.

J) Hotel Hangtag Sales: April 2006

In the month of April 2006, the Parking Department sold 1,995 hotel hangtags to hoteliers in the amount of $12,906.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY
April/2006

LOCATION	REVENUE 2005 April	REVENUE 2006 April	REVENUE Increase/ (Decrease)	REVENUE Percent of Increase/ (Decrease)	EXPENSES 2005 April	EXPENSES 2006 April	EXPENSES Increase/ (Decrease)	EXPENSES Percent of Increase/ (Decrease)	PROFIT/(LOSS) 2005 April	PROFIT/(LOSS) 2006 April	PROFIT/(LOSS) Increase/ (Decrease)	PROFIT/(LOSS) Percent of Increase/ (Decrease)
17 St. Garage	228,644.57	264,358.24	35,713.67	15.62%	111,031.52	116,609.88	5,578.36	5.02%	117,613.05	147,748.36	30,135.31	25.62%
7th St. Garage	205,478.73	191,487.12	(13,991.61)	-6.81%	69,090.76	85,866.54	16,775.78	24.28%	136,387.97	105,620.58	(30,767.39)	-22.56%
17th St. Lots	174,390.23	196,086.75	21,696.52	12.44%	43,547.71	47,434.51	3,886.80	8.93%	130,842.52	148,652.24	17,809.72	13.61%
12th St. Garage	42,321.76	34,733.25	(7,588.51)	-17.93%	22,940.97	22,043.01	(897.96)	-3.91%	19,380.79	12,690.24	(6,690.55)	-34.52%
13th St. Garage	73,551.58	74,772.72	1,221.14	1.66%	29,579.07	31,300.37	1,721.30	5.82%	43,972.51	43,472.35	(500.16)	-1.14%
42nd St. Garage	28,199.44	28,546.34	346.90	1.23%	19,358.01	20,822.91	1,464.90	7.57%	8,841.43	7,723.43	(1,118.00)	-12.65%
16th St. - Anchor	171,265.83	206,748.94	35,483.11	20.72%	56,410.60	55,780.64	(629.96)	-1.12%	114,855.23	150,968.30	36,113.07	31.44%
Totals	923,852.14	996,733.36	72,881.22	7.89%	351,958.64	379,857.86	27,899.22	7.93%	571,893.50	616,875.50	44,982.00	7.87%

	Revenue Per Space	Expenses Per Space	Profit/(Loss) Per Space	
17 St. Garage	181.07	79.87	101.20	The 17th Street Garage has 1,460 spaces.
7th St. Garage	296.42	132.92	163.50	The 7th Street Garage has 646 spaces.
17th St. Lots	387.52	93.74	293.78	The 17th Street Lots have 506 spaces.
12th St. Garage	259.20	164.50	94.70	The 12th Street Garage has 134 spaces.
13th St. Garage	261.44	109.44	152.00	The 13th Street Garage has 286 spaces.
42nd St. Garage	46.04	33.59	12.46	The 42nd Street Garage has 620 spaces.
16th St. - Anchor	257.47	69.47	188.01	The 16th Street - Anchor Garage has 803 spaces.

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5/23/2006

CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY-YEAR TO DATE
April 2006

LOCATION	REVENUE 2005 April YTD	REVENUE 2006 April YTD	REVENUE Increase/ (Decrease)	REVENUE Percent of Increase/ (Decrease)	EXPENSES 2005 April YTD	EXPENSES 2006 April YTD	EXPENSES Increase/ (Decrease)	EXPENSES Percent of Increase/ (Decrease)	PROFIT/(LOSS) 2005 April YTD	PROFIT/(LOSS) 2006 April YTD	PROFIT/(LOSS) Increase/ (Decrease)	PROFIT/(LOSS) Percent of Increase/ (Decrease)
17 St. Garage	1,664,397.11	1,812,571.71	**148,174.60**	**8.90%**	698,558.80	750,525.06	**51,966.26**	**7.44%**	965,838.31	1,062,046.65	**96,208.34**	**9.96%**
7th St. Garage	1,220,466.49	1,203,519.78	**(16,946.71)**	**-1.39%**	435,436.32	463,779.98	**28,343.66**	**6.51%**	785,030.17	739,739.80	**(45,290.37)**	**-5.77%**
17th St. Lots	1,159,729.32	1,239,499.45	**79,770.13**	**6.88%**	238,278.26	283,400.42	**45,122.16**	**18.94%**	921,451.06	956,099.03	**34,647.97**	**3.76%**
12th St. Garage	258,335.00	166,482.21	**(91,852.79)**	**-35.56%**	140,945.60	119,970.79	**(20,974.81)**	**-14.88%**	117,389.40	46,511.42	**(70,877.98)**	**-60.38%**
13th St. Garage	389,289.04	472,581.01	**83,291.97**	**21.40%**	230,145.31	200,103.60	**(30,041.71)**	**-13.05%**	159,143.73	272,477.41	**113,333.68**	**71.21%**
42nd St. Garage	243,318.33	217,433.41	**(25,884.92)**	**-10.64%**	133,486.96	132,416.75	**(1,070.21)**	**-0.80%**	109,831.37	85,016.66	**(24,814.71)**	**-22.59%**
16th St. - Anchor	1,137,460.92	1,308,551.73	**171,090.81**	**15.04%**	356,570.46	341,282.26	**(15,288.20)**	**-4.29%**	780,890.46	967,269.47	**186,379.01**	**23.87%**
Totals	**6,072,996.21**	**6,420,639.30**	**347,643.09**	**5.72%**	**2,233,421.71**	**2,291,478.86**	**58,057.15**	**2.60%**	**3,839,574.50**	**4,129,160.44**	**289,585.94**	**7.54%**

	Revenue Per Space	Expenses Per Space	Profit/(Loss) Per Space	
17 St. Garage	1,241.49	514.06	727.43	The 17th Street Garage has 1,460 spaces.
7th St. Garage	1,863.03	717.93	1,145.11	The 7th Street Garage has 646 spaces.
17th St. Lots	2,449.60	560.08	1,889.52	The 17th Street Lots have 506 spaces.
12th St. Garage	1,242.40	895.30	347.10	The 12th Street Garage has 134 spaces.
13th St. Garage	1,652.38	699.66	952.72	The 13th Street Garage has 286 spaces.
42nd St. Garage	350.70	213.58	137.12	The 42nd Street Garage has 620 spaces.
16th St. - Anchor	1,629.58	425.01	1,204.57	The 16th Street - Anchor Garage has 803 spaces.

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5/25/2006

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Garage - 2G
April 2006

LOCATION	ACCOUNTING CODE	2005 April	2006 April	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
17th Street Garage - 2G						
Revenue						
Revenue-Ticket	480-8000-344583	161,564.57	195,358.24	33,793.67		
Revenue - Valet	480-8000-344583	6,300.00	7,800.00	1,500.00		
Revenue-Monthly Permits	480-8000-344514	60,780.00	61,200.00	420.00		
	17th Street - 2G REVENUE (Sales Tax Excluded)	**228,644.57**	**264,358.24**	**35,713.67**	**15.62%**	**$181.07**
Expenses						
Security Personnel		18,236.29	18,942.52	706.23 (1).		
Attendant/Cashier Labor		73,433.44	74,692.96	1,259.52 (2).		
FP&L		5,921.79	8,081.22	2,159.43 (3).		
Revenue Control Equipment Maintenance		1,666.67	1,891.66	224.99 (4).		
Armed Guard Revenue Pickup		420.00	433.00	13.00 (5).		
Elevator Maintenance		425.00	1,640.19	1,215.19 (6).		
Landscape Maintenance		108.33	108.33	0.00		
Garage Cleaning/Maintenance		10,820.00	10,820.00	0.00		
	17th St. Garage - 2G EXPENSES	**111,031.52**	**116,609.88**	**5,578.36**	**5.02%**	**$79.87**
	17th St. Garage PROFIT/(LOSS)	**117,613.05**	**147,748.36**	**30,135.31**	**25.62%**	**$101.20**
					Number of Spaces	**1460**

Notes:
The 17th Street Garage has 1460 spaces. Approximately 40% of the annual revenue is from monthly parkers including valet rentals. The remainder of income is derived from Lincoln Road, Conventions, TOPA, and the New World Symphony.

(1). April 2005 Security Personnel figure consists of 1,486.25 total labor hours. While April 2006 Security Personnel figure consists of only 1,583.50 total labor hours.

(2). April 2005 Attendant/Cashier Labor figure consists of 4,918.75 total labor hours. While April 2006 Attendant/Cashier Labor figure consists of 5,027.25 total labor hours. The increase is also due to new "Living Wage" requirements.

(3). April 2005 FP&L energy usage charge was $5,921.79. While, April 2006 FP&L energy usage charge was $8.081.22. The increase is due to an increase in average daily energy usage of 205 KWH (from 2619 KWH to 2824 KWH), and an increase in FP&L rates.

(4)- April 2006 Revenue Control Equipment reflects the new regular monthly service charge of $1,891.66.

(5)- April 2006 Armed Guard Revenue Pick up charge of $433.00 reflects the new regular monthly service charge from Brinks.

(6)- April 2005 Elevator Maintenance charge reflects the regular monthly service charge of $425.00. While April 2006 Elevator Maintenance charge reflects the regular monthly charge of $ 425.00 plus $1,215.19 for one additional service call to fix leak in oil lane.

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5/25/2006

City of Miami Beach
Parking Department
Daily Revenue Report
17th Street Garage - 2G

April 2006

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Saturday	3518	19:00-19:59	622	$9,632.22
2	Sunday	3258	17:00-17:59	591	$8,925.42
3	Monday	2135	17:00-17:59	359	$3,010.09
4	Tuesday	2860	17:00-17:59	462	$4,900.60
5	Wednesday	2593	14:00-14:59	450	$3,710.92
6	Thursday	3027	19:00-19:59	461	$4,677.46
7	Friday	3530	21:00-21:59	477	$6,879.18
8	Saturday	4052	23:00-23:59	687	$11,955.14
9	Sunday	3407	14:00-14:59	646	$8,544.67
10	Monday	2014	17:00-17:59	336	$2,635.70
11	Tuesday	2510	18:00-18:59	388	$3,930.92
12	Wednesday	3260	11:00-11:59	495	$7,072.45
13	Thursday	3376	11:00-11:59	551	$7,710.54
14	Friday	3780	23:00-23:59	596	$8,612.22
15	Saturday	3829	19:00-19:59	627	$10,210.28
16	Sunday	2854	00:00-00:59	477	$6,814.88
17	Monday	2071	17:00-17:59	335	$2,921.98
18	Tuesday	2216	17:00-17:59	376	$3,097.05
19	Wednesday	2446	17:00-17:59	390	$3,177.64
20	Thursday	2574	18:00-18:59	361	$3,371.59
21	Friday	3462	20:00-20:59	448	$6,435.66
22	Saturday	3859	22:00-22:59	644	$10,255.74
23	Sunday	3947	16:00-16:59	577	$10,972.07
24	Monday	2296	17:00-17:59	365	$3,621.87
25	Tuesday	2794	19:00-19:59	580	$5,048.90
26	Wednesday	2408	11:00-11:59	1252	$3,525.27
27	Thursday	2340	17:00-17:59	372	$3,348.67
28	Friday	3673	20:00-20:59	619	$8,994.77
29	Saturday	3831	19:00-19:59	683	$10,444.90
30	Sunday	3821	16:00-16:59	697	$10,919.44
	TOTAL	**91,741**			**$195,358.24**

MONTHLY PERMIT REVENUE	**$61,200.00**
VALET REVENUE	**$7,800.00**
TOTAL NET REVENUE	**$264,358.24**

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5/25/2006

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
7th Street Garage - 1G
April/2006

LOCATION	ACCOUNTING CODE	2005 April	2006 April	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
7th Street Garage - 1G						
Revenue						
Revenue-Ticket	142-8000-344404	189,803.73	174,912.12	(14,891.61)		
Revenue-Monthly Permits	142-8000-344404	15,675.00	16,575.00	900.00		
	7th Street - 1G REVENUE (Sales Tax Excluded)	**205,478.73**	**191,487.12**	**(13,991.61)**	**-6.81%**	**$296.42**
Expenses						
Security Personnel		23,472.50	39,955.87	16,483.37 (1).		
Attendant/Cashier Labor		29,921.42	29,445.71	(475.71) (2).		
Landscape Maintenance		918.67	918.67	0.00		
FP&L		2,739.59	3,254.71	515.12 (3).		
Revenue Control Equipment Maintenance		700.00	940.00	240.00 (4).		
Garage Cleaning/Maintenance		9,242.00	9,242.00	0.00		
Armed Guard Revenue Pickup		420.00	433.00	13.00 (5).		
Elevator Maintenance		1,065.17	1,065.17	0.00		
Surveillance System Maintenance		611.41	611.41	0.00		
	7th Street - 1G EXPENSES	**69,090.76**	**85,866.54**	**16,775.78**	**24.28%**	**$132.92**
	7th St. Estimated Debt Service	**59,500.00**	**59,500.00**	**0.00**	**0.00%**	**$92.11**
	7th St. PROFIT/(LOSS)	**76,887.97**	**46,120.58**	**(30,767.39)**	**-40.02%**	**$71.39**
					Number of Spaces	**646**

Notes:
Generators for this garage are local workers, restaurants, hotels, construction, visitors to SOBE, local beach goers, restaurant patrons, and nightclub patrons.

(1). April 2005 Security Personnel figure consists of only 1,913.00 total labor hours. While April 2006 Security Personnel figure consists of only 3,338.00 total labor hours. The increase in labor hours is due to additional security officers hired to protect unsecured construction materials in the garage.

(2). April 2005 Attendant /Cashier Labor figure consists of 2,003.50 total labor hours . While April 2006 Attendant/Cashier Labor figure consists of 1,971.75 total labor hours.

(3). April 2005 FP&L energy usage charge was $2,739.59. While April 2006 FP&L energy usage charge was $3,254.71. Although average daily energy usage decreased by 103 KWH (from 1249 KWH to 1146 KWH) there is an increased due to change in FP&L rates.

(4). April 2005 Revenue Control Equipment Maintenance charge reflects the regular monthly service charge of $700.00. While April 2006 reflects the monthly charge of $ 775.00, plus one additional service of $165.00 .

(5)- April 2006 reflects the new monthly charge of $ 433.00 from Brinks.

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5/25/2006

City of Miami Beach
Parking Department
Daily Revenue Report
7th Street Garage - 1G

April-06

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Space Rental Goldman - No Tax	Daily Space Rental Other - Incl. Tax	Daily Revenue Including Tax
1	Saturday	2064	17:00-17:59	272	387.50	144.45	$12,665.00
2	Sunday	1712	16:00-16:59	311	387.50	144.45	$7,790.00
3	Monday	823	13:00-13:59	148	387.50	144.45	$3,446.00
4	Tuesday	795	13:00-13:59	149	387.50	144.45	$2,760.00
5	Wednesday	868	14:00-14:59	155	387.50	144.45	$2,878.00
6	Thursday	992	14:00-14:59	159	387.50	144.45	$3,615.00
7	Friday	1651	13:00-13:59	267	387.50	144.45	$9,687.00
8	Saturday	1853	17:00-17:59	259	387.50	144.45	$10,227.00
9	Sunday	1541	14:00-14:59	261	387.50	144.45	$7,893.00
10	Monday	694	14:00-14:59	147	387.50	144.45	$2,719.00
11	Tuesday	950	15:00-15:59	186	387.50	144.45	$3,093.00
12	Wednesday	1178	16:00-16:59	233	387.50	144.45	$4,249.00
13	Thursday	1286	14:00-14:59	247	387.50	144.45	$4,687.00
14	Friday	2006	17:00-17:59	300	387.50	144.45	$11,207.00
15	Saturday	1832	11:00-11:59	288	387.50	144.45	$11,951.00
16	Sunday	1747	11:00-11:59	292	387.50	144.45	$7,970.00
17	Monday	1015	14:00-14:59	179	387.50	144.45	$3,844.00
18	Tuesday	866	15:00-15:59	154	387.50	144.45	$3,167.00
19	Wednesday	775	17:00-17:59	236	387.50	144.45	$2,540.00
20	Thursday	1154	15:00-15:59	203	387.50	144.45	$4,081.00
21	Friday	1268	23:00-23:59	240	387.50	144.45	$9,904.00
22	Saturday	1742	16:00-16:59	261	387.50	144.45	$10,997.00
23	Sunday	1745	18:00-18:59	276	387.50	144.45	$7,615.00
24	Monday	800	16:00-16:59	139	387.50	144.45	$3,329.00
25	Tuesday	783	00:00-00:59	0	387.50	144.45	$2,612.00
26	Wednesday	724	20:00-20:59	120	387.50	144.45	$2,792.00
27	Thursday	816	15:00-15:59	127	387.50	144.45	$2,835.00
28	Friday	1576	15:00-15:59	239	387.50	144.45	$8,776.00
29	Saturday	1673	12:00-12:59	255	387.50	144.45	$10,504.00
30	Sunday	1577	12:00-12:59	277	387.50	144.45	$7,323.00
	TOTAL	**38,506**			**$11,625.00**	**$4,333.50**	**$187,156.00**

TOTAL GROSS REVENUE	**$11,625.00**	**$4,333.50**	**$187,156.00**
SALES TAX	**$0.00**	**$283.50**	**$12,243.88**
TOTAL NET REVENUE	**$11,625.00**	**$4,050.00**	**$174,912.12**

Monthly Budgeted Revenue Needed to Break Even - FY 04/05
(Includes Debt Service)

Less Current Month Net Revenue **$190,587.12**

Over/(Short) **$190,587.12**

Monthly Space Rental

Goldman Properties - 155	**$11,625.00**	No tax included
Other - 54	**$4,333.50**	Tax included

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5/25/2006

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Lots - 5A - East and West
April/2006

LOCATION	ACCOUNTING CODE	2005 April	2006 April	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
17th Street Lots - 5A East & West						
Revenue						
Revenue-Ticket	480-8000-344515	157,110.23	178,026.75	20,916.52		
Revenue-Monthly Permits	480-8000-344596	17,280.00	18,060.00	780.00		
	17th Street Lots - 5A REVENUE (Sales Tax Excluded)	**174,390.23**	**196,086.75**	**21,696.52**	**12.44%**	**$387.52**
Expenses						
Security Personnel		766.87	1,077.30	310.43 (1).		
Attendant/Cashier Labor		40,220.02	43,571.40	3,351.38 (2).		
Revenue Control Equipment Maintenance		1,666.67	1,891.66	224.99 (3).		
Landscape Maintenance		502.67	502.67	0.00		
FP&L		391.48	391.48	0.00		
	17th St. Lots - 5A EXPENSES	**43,547.71**	**47,434.51**	**3,886.80**	**8.93%**	**$93.74**
	17th St. Lots - 5A PROFIT/(LOSS)	**130,842.52**	**148,652.24**	**17,809.72**	**13.61%**	**$293.78**
					Number of Spaces	**506**

Notes:

(1). April 2005 Security Personnel figure consists of 62.50 total labor hours. While April 2006 Security Personnel figure consists of 90.00 total labor hours.

(2). April 2005 Attendant/Cashier Labor figure consists of 2,787.25 labor hours . While April 2006 Attendant/Cashier Labor figure consists of 3,019.50 labor hours. The increase is also due to new "Living Wage" requirements.

(3)- April 2006 Revenue Control Equipment Maintenance charge of $1,891.66 reflects the new regular monthly service charge from Consolidated Parking Equipment.

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City of Miami Beach
Parking Department
5A Surface Lots East and West

APRIL

Date	Day	East Total Vehicle Entries	East Daily Ticket Revenue	West Total Vehicle Entries	West Daily Ticket Revenue	Total Daily Ticket Revenue
1	Saturday	994	$4,003.48	854	$3,513.83	$7,517.31
2	Sunday	858	$2,945.61	676	$2,118.69	$5,064.30
3	Monday	721	$1,804.86	803	$1,858.88	$3,663.74
4	Tuesday	775	$2,206.50	754	$2,211.59	$4,418.09
5	Wednesday	853	$2,046.28	772	$1,853.08	$3,899.36
6	Thursday	814	$2,466.65	873	$2,454.95	$4,921.60
7	Friday	979	$4,068.30	1063	$4,319.81	$8,388.11
8	Saturday	984	$4,306.54	1007	$4,508.41	$8,814.95
9	Sunday	1014	$3,062.80	827	$2,359.81	$5,422.61
10	Monday	716	$1,740.93	651	$1,542.99	$3,283.92
11	Tuesday	842	$2,022.54	984	$2,343.74	$4,366.28
12	Wednesday	1132	$3,496.52	952	$2,876.82	$6,373.34
13	Thursday	1215	$4,519.55	1019	$3,797.01	$8,316.56
14	Friday	979	$3,866.47	1148	$4,454.02	$8,320.49
15	Saturday	1071	$4,683.18	1145	$4,559.81	$9,242.99
16	Sunday	597	$3,228.86	1000	$2,845.98	$6,074.84
17	Monday	849	$1,969.42	735	$1,689.91	$3,659.33
18	Tuesday	836	$1,976.41	802	$1,843.36	$3,819.77
19	Wednesday	827	$2,148.71	814	$1,940.00	$4,088.71
20	Thursday	920	$2,988.22	874	$2,828.97	$5,817.19
21	Friday	905	$4,028.26	1061	$4,037.94	$8,066.20
22	Saturday	999	$5,607.44	951	$3,477.01	$9,084.45
23	Sunday	999	$3,168.86	1051	$3,156.26	$6,325.12
24	Monday	681	$1,780.00	808	$2,076.64	$3,856.64
25	Tuesday	763	$2,421.94	728	$2,183.36	$4,605.30
26	Wednesday	921	$2,354.73	913	$2,303.18	$4,657.91
27	Thursday	853	$2,573.94	688	$2,110.09	$4,684.03
28	Friday	884	$4,296.82	768	$3,624.30	$7,921.12
29	Saturday	999	$4,625.76	902	$3,985.42	$8,611.18
30	Sunday	848	$2,787.10	622	$1,954.21	$4,741.31
		26,828	**93,196.68**	**26,245**	**$84,830.07**	**178,026.75**
			MONTHLY PERMIT REVENUE			**$18,060.00**
			TOTAL NET REVENUE			**$196,086.75**

Excel (Fdrive/Ping/$Pers/P&L/2003/January/5alotsrev.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
12th Street Garage - 2A
April 2006

LOCATION	ACCOUNTING CODE	2005 April	2006 April	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
12th Street Garage - 2A						
Revenue						
Revenue-Ticket	480-8000-344504	38,421.76	30,953.25	(7,468.51)		
Revenue-Monthly Permits	480-8000-344593	3,900.00	3,780.00	(120.00)		
	12th Street - 2A REVENUE (Sales Tax Excluded)	**42,321.76**	**34,733.25**	**(7,588.51)**	**-17.93%**	**$259.20**
Expenses						
Security Personnel		8,199.43	6,828.89	(1,370.54) (1).		
Attendant/Cashier Labor		12,987.00	13,459.58	472.58 (2).		
FP&L		108.54	108.54	0.00		
Elevator Maintenance		125.00	125.00	0.00		
Garage Cleaning/Maintenance		1,521.00	1,521.00	0.00		
	12th Street - 2A EXPENSES	**22,940.97**	**22,043.01**	**(897.96)**	**-3.91%**	**$164.50**
	12th Street - 2A PROFIT/(LOSS)	**19,380.79**	**12,690.24**	**(6,690.55)**	**-34.52%**	**$94.70**
					Number of Spaces	**134**

Notes:
The 12th Street Garage achieves 16% of it revenue from permits, the balance is from transients arriving for court appearances, local workers, beachgoers, and nightclub patrons.

(1). April 2005 Security Personnel figure consists of 668.25 total labor hours. While April 2006 Security Personnel figure consists of 570.50 total labor hours.

(2). April 2005 Attendant/Cashier Labor figure consists of 900.00 labor hours. While April 2006 Attendant/Cashier Labor figure consists of 932.75 labor hours.
The increase is also due to new "Living Wage" requirements.

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5/25/2006

City of Miami Beach
Parking Department
12th Street Garage - 2A Garage

April-06

Date	Day	CMB	ARMOR	P.O	EMPLOYEE	COURT	BEST	HAND.	OTHERS	DAILY TICKETS	TOTAL ENTRIES	Daily Ticket Revenue
1	Saturday	0	0	0	2	0	0	0	1	208	211	$1,598.13
2	Sunday	0	1	0	3	0	0	1	1	183	189	$1,396.26
3	Monday	1	1	0	6	0	0	3	2	125	138	$562.62
4	Tuesday	1	0	0	4	0	0	1	2	87	95	$433.64
5	Wednesday	4	0	0	7	2	0	1	0	125	139	$687.85
6	Thursday	1	2	0	6	1	0	3	5	156	174	$828.04
7	Friday	0	2	0	5	2	0	4	8	175	196	$1,087.85
8	Saturday	0	1	0	2	0	0	3	1	231	238	$1,779.44
9	Sunday	0	1	0	5	0	0	2	0	194	202	$1,512.15
10	Monday	2	1	0	5	0	0	1	2	139	150	$642.99
11	Tuesday	1	1	0	6	2	0	0	5	150	165	$674.77
12	Wednesday	1	2	0	6	2	0	2	1	177	191	$839.25
13	Thursday	1	2	0	8	1	0	3	3	154	172	$779.44
14	Friday	0	2	0	2	0	0	7	3	213	227	$1,409.35
15	Saturday	0	0	0	2	0	0	6	0	271	279	$2,056.07
16	Sunday	0	1	0	7	0	0	1	0	185	194	$1,571.96
17	Monday	1	2	0	7	0	0	1	4	124	139	$618.69
18	Tuesday	3	2	10	1	0	0	3	1	117	137	$547.66
19	Wednesday	3	2	0	7	3	0	2	5	144	166	$637.38
20	Thursday	0	10	0	3	1	0	7	8	148	177	$719.63
21	Friday	0	0	0	2	3	0	4	3	191	203	$1,171.96
22	Saturday	0	1	0	2	0	0	2	3	214	222	$1,646.73
23	Sunday	0	2	0	7	0	0	5	0	176	190	$1,411.21
24	Monday	2	2	1	10	0	0	1	4	142	162	$740.19
25	Tuesday	1	2	0	9	3	0	3	4	120	142	$551.40
26	Wednesday	13	1	1	11	2	0	2	2	132	164	$680.37
27	Thursday	2	1	0	6	7	0	5	2	132	155	$626.17
28	Friday	1	2	1	5	5	0	5	5	186	210	$1,171.96
29	Saturday	0	2	0	1	0	0	3	1	167	174	$1,308.41
30	Sunday	0	2	0	9	0	0	3	0	158	172	$1,261.68
	TOTAL										**5,373**	**$30,953.25**
										MONTHLY PERMIT REVENUE		**$3,780.00**
										TOTAL NET REVENUE		**$34,733.25**

Excel (Fdrive/Ping/$Pers/P&L/2006/April/12thstrev.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
13th Street Garage - 17A
April 2006

LOCATION	ACCOUNTING CODE	2005 April	2006 April	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
13th Street Garage - 17A						
Revenue						
Revenue-Ticket	480-8000-344566	65,391.58	65,532.72	141.14		
Revenue-Monthly Permits	480-8000-344527	8,160.00	9,240.00	1,080.00		
	13th Street - 17A REVENUE (Sales Tax Excluded)	**73,551.58**	**74,772.72**	**1,221.14**	**1.66%**	**$261.44**
Expenses						
Security Personnel		10,960.18	11,057.29	97.11 (1).		
Attendant/Cashier Labor		13,862.76	13,979.92	117.16 (2).		
Landscape Maintenance		216.67	216.67	0.00		
FP&L		1,474.46	2,030.83	556.37 (3).		
Revenue Control Equipment Maintenance		750.00	1,891.66	1,141.66 (4).		
Elevator Maintenance		374.00	170.00	(204.00) (5)-		
Armed Guard Revenue Pickup		420.00	433.00	13.00 (6).		
Garage Cleaning/Maintenance		1,521.00	1,521.00	0.00		
	13th Street - 17A EXPENSES	**29,579.07**	**31,300.37**	**1,721.30**	**5.82%**	**$109.44**
	13th Street - 17A PROFIT/(LOSS)	**43,972.51**	**43,472.35**	**(500.16)**	**-1.14%**	**$152.00**
					Number of Spaces	**286**

Notes:

The 13th Street Garage achieves 15% of its revenue from permits, the balance is transient revenue. The generators are residents, local workers, construction workers, visitors to SOBE, beachgoers, and restaurant patrons.

(1). April 2005 Security Personnel figure consists of 893.25 total labor hours. While April 2006 Security Personnel figure consists of only 923.75 total labor hours.

(2). April 2005 Attendant/Cashier Labor figure consists of 887.50 total labor hours . While April 2006 Attendant/Cashier Labor figure consists of 895.00 total labor hours.

(3). April 2005 FP&L energy usage charge was $1,474.46. While April 2006 FP&L energy usage charge was $2,030.83.The increase is due to an increase in average daily energy usage of 27 KWH (from 671 KWH to 698 KWH), and an increase in FP&L rates.

(4). April 2006 Revenue Control Equipment Maintenance charge of $1,891.66 reflects the regular monthly service charge from Consolidated Parking Equipment.

(5). April 2005 Elevator Maintenance charge of $170.00 reflects the regular monthly service charge from Kone and a charge of $204.00 for repairs on damaged doors. While April 2006 reflects only the regular monthly service charge of $ 170.00.

(6). April 2006 Armed Guard Revenue Pickup charge of $433.00 reflects the new monthly service charge from Brinks.

City of Miami Beach
Parking Department
13th Street Garage - 17A

April-06

Date	Day	(Art Deco) Residential Decals	Monthly Permits	Handicap	CW Decals	Standard Attendants	Armor Security	Best Maint.	Daily Tickets	Total Entries	Daily Ticket Revenue		
											Attendant	POF (Pay on Foot)	TOTAL
1	Saturday	14	0	6	2	4	4	0	452	482	$873.83	$1,455.14	$2,328.97
2	Sunday	20	0	1	1	4	2	0	472	500	$685.05	$2,166.36	$2,851.41
3	Monday	14	0	3	2	3	1	0	448	471	$1,077.57	$1,281.31	$2,358.88
4	Tuesday	19	0	1	1	3	1	0	411	436	$523.36	$0.00	$523.36
5	Wednesday	19	1	2	3	0	1	0	423	449	$642.06	$1,604.67	$2,246.73
6	Thursday	19	0	2	1	8	1	0	496	527	$600.93	$1,658.88	$2,259.81
7	Friday	20	0	2	1	7	1	0	462	493	$794.39	$855.14	$1,649.53
8	Saturday	17	0	3	0	4	2	0	427	453	$605.61	$2,465.42	$3,071.03
9	Sunday	16	1	2	0	4	2	0	463	488	$840.19	$1,584.11	$2,424.30
10	Monday	20	2	2	2	2	1	0	363	392	$654.21	$1,557.01	$2,211.22
11	Tuesday	16	2	2	0	2	1	0	437	460	$638.32	$0.00	$638.32
12	Wednesday	14	1	1	1	4	0	0	463	484	$584.11	$2,209.35	$2,793.46
13	Thursday	13	5	4	2	6	1	0	433	464	$973.83	$1,442.06	$2,415.89
14	Friday	16	3	3	1	5	1	0	528	557	$914.02	$1,107.48	$2,021.50
15	Saturday	10	0	7	1	6	2	0	465	491	$794.39	$1,396.26	$2,190.65
16	Sunday	13	0	5	1	2	2	0	23	46	$491.59	$3,075.70	$3,567.29
17	Monday	25	0	2	0	1	2	0	377	407	$332.71	$0.00	$332.71
18	Tuesday	17	0	1	0	1	1	0	415	435	$637.38	$1,063.55	$1,700.93
19	Wednesday	19	0	2	0	1	1	0	439	462	$773.83	$2,712.15	$3,485.98
20	Thursday	19	0	2	1	4	1	0	515	542	$610.28	$1,288.79	$1,899.07
21	Friday	25	0	2	0	5	1	0	402	435	$534.58	$1,619.63	$2,154.21
22	Saturday	16	0	5	0	3	1	0	479	504	$774.77	$1,432.71	$2,207.48
23	Sunday	13	0	5	0	1	3	0	515	537	$853.27	$2,635.51	$3,488.78
24	Monday	17	1	1	0	2	3	0	436	460	$662.62	$1,339.25	$2,001.87
25	Tuesday	23	0	1	0	1	1	0	288	314	$429.91	$0.00	$429.91
26	Wednesday	16	0	1	0	2	1	0	442	462	$632.71	$1,236.45	$1,869.16
27	Thursday	22	0	1	0	4	1	0	441	469	$655.14	$2,523.36	$3,178.50
28	Friday	20	0	1	0	4	6	0	448	479	$571.03	$1,233.64	$1,804.67
29	Saturday	17	0	6	1	3	3	0	457	487	655.14	$2,359.81	$3,014.95
30	Sunday	19	2	2	0	1	4	0	571	599	822.43	$1,589.72	$2,412.15
	TOTAL	**528**	**18**	**78**	**21**	**97**	**52**	**0**	**12,991**	**13,785**	**$20,639.26**	**$44,893.46**	**$65,532.72**
									MONTHLY PERMIT REVENUE				**$9,240.00**
									TOTAL NET REVENUE				**$74,772.72**

Excel (Fdrive/Ping/$Pers/P&L/2003/January/13thstrev.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
16th Street - Anchor Garage
April 2006

LOCATION	ACCOUNTING CODE	2005 April	2006 April	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
16th Street - Anchor Garage						
Revenue						
Revenue-Ticket	463-8000-344911	119,298.55	146,494.13	27,195.58		
Revenue -Valet-Loew's	463-8000-344587	21,747.19	20,495.93	(1,251.26)		
Revenue-Valet-Royal Palm	463-8000-344587	70.09	158.88	88.79		
Revenue-Monthly Permits	463-8000-344903	30,150.00	39,600.00	9,450.00		
	16th St. - Anchor Garage REVENUE (Sales Tax Excluded)	**171,265.83**	**206,748.94**	**35,483.11**	**20.72%**	**$257.47**
Expenses						
Security Personnel		13,631.98	9,462.30	(4,169.68) (1).		
Attendant/Cashier Labor		27,423.35	27,927.29	503.94 (2).		
FP&L		3,239.29	4,762.44	1,523.15 (3).		
Revenue Control Equipment Maintenance		775.00	775.00	0.00		
Armed Guard Revenue Pickup		420.00	433.00	13.00 (4).		
Elevator Maintenance		1,097.97	1,180.64	82.67 (5).		
Landscape Maintenance		152.00	152.00	0.00		
Garage Cleaning/Maintenance		9,242.00	9,242.00	0.00		
Sanitation (Waste Removal)		179.01	179.01	0.00		
Fire Alarm Service		250.00	1,666.96	1,416.96 (6).		
	16th St. - Anchor Garage EXPENSES	**56,410.60**	**55,780.64**	**(629.96)**	**-1.12%**	**$69.47**
	16th St. Garage PROFIT/(LOSS)	**114,855.23**	**150,968.30**	**36,113.07**	**31.44%**	**$188.01**
					Number of Spaces	**803**

Notes:
Garage contract awarded effective June 9, 2003.

(1) April 2005 Security Personnel figure consists of 1,111.00 total labor hours. While April 2006 Security Personnel figure consists of 790.50 total labor hours.

(2). April 2005 Attendant/Cashier Labor figure consists of 1,827.25 total labor hours. While April 2006 Attendant/Cashier Labor figure consists of 1,866.75 total labor hours. The increase is also due to new "Living Wage" requirements.

(3). April 2005 FP&L energy usage charge was $3,239.29. While April 2006 FP&L energy usage charge was $4,762.44. Although average daily energy usage decreased by 66 KWH (from 1626 KWH to 1560 KWH) there is an increase due to change in FP&L rates.

(4)- April 2006 Armed Guard Revenue Pickup figure consists of $433.00. New contract from Brinks.

(5). April 2006 Elevator Maintenance charge reflects the new regular monthly service charge of $1,180.64.

(6). April 2005 Fire Alarm Service reflects the regular monthly charge of $250.00. While April 2006 Fire Alarm Service reflects the regular monthly charge of $250.00 plus $1,416.96 for two additional service calls.

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5/25/2006

City of Miami Beach
Parking Department
Daily Revenue Report
16th Street - Anchor Garage

April-06

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Saturday	1294	15:00-15:59	182	$8,518.69
2	Sunday	1039	14:00-14:59	201	$6,202.80
3	Monday	685	14:00-14:59	114	$2,459.81
4	Tuesday	748	14:00-14:59	118	$2,590.65
5	Wednesday	675	12:00-12:59	111	$2,042.99
6	Thursday	791	15:00-15:59	109	$2,618.69
7	Friday	1110	20:00-20:59	144	$5,326.17
8	Saturday	1396	14:00-14:59	193	$8,990.65
9	Sunday	1024	13:00-13:59	183	$5,471.96
10	Monday	679	15:00-15:59	116	$2,376.64
11	Tuesday	662	15:00-15:59	127	$2,326.17
12	Wednesday	1004	14:00-14:59	227	$3,507.48
13	Thursday	1141	14:00-14:59	203	$4,590.65
14	Friday	1478	18:00-18:59	232	$7,484.11
15	Saturday	1550	16:00-16:59	251	$10,305.61
16	Sunday	1271	14:00-14:59	249	$7,376.64
17	Monday	961	17:00-17:59	164	$4,069.16
18	Tuesday	758	17:00-17:59	124	$2,921.50
19	Wednesday	785	18:00-18:59	134	$2,828.04
20	Thursday	846	13:00-13:59	122	$3,193.46
21	Friday	1124	19:00-19:59	163	$5,221.50
22	Saturday	1403	15:00-15:59	194	$9,179.44
23	Sunday	1199	14:00-14:59	269	$7,544.86
24	Monday	718	17:00-17:59	108	$2,802.80
25	Tuesday	767	17:00-17:59	111	$2,974.94
26	Wednesday	854	17:00-17:59	108	$3,400.93
27	Thursday	816	17:00-17:59	127	$3,099.07
28	Friday	1206	23:00-23:59	162	$6,348.60
29	Saturday	1304	22:00-22:59	177	$7,754.21
30	Sunday	855	14:00-14:59	155	$5,448.60
	TOTAL	**30,143**			**$148,976.82**

MONTHLY PERMIT REVENUE	**$39,600.00**
VALET REVENUE	**$20,654.81**
TOTAL NET REVENUE	**$209,231.63**

Note: Garage contract awarded effective June 9, 2003.

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5/23/2006

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
42nd Street Garage - 8A
April 2006

LOCATION	ACCOUNTING CODE	2005 April	2006 April	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
42nd St. Garage - 8A						
Revenue						
Revenue-Ticket	480-8000-344531	3,179.44	2,866.34	(313.10)		
Revenue-Monthly Permits	480-8000-344595	25,020.00	25,680.00	660.00		
	42nd Street Garage- 8A REVENUE (Sales Tax Excluded)	**28,199.44**	**28,546.34**	**346.90**	**1.23%**	**$46.04**
Expenses						
Security Personnel		8,156.48	7,187.99	(968.49) (1).		
Attendant/Cashier Labor		5,523.08	5,490.61	(32.47) (2).		
FP&L		1,856.45	2,430.65	574.20 (3).		
Revenue Control Equipment Maintenance		0.00	1,891.66	1,891.66 (4).		
Elevator Maintenance		430.00	430.00	0.00		
Landscape Maintenance		0.00	0.00	0.00		
Garage Cleaning/Maintenance		3,392.00	3,392.00	0.00		
	42nd St. Garage - 8A EXPENSES	**19,358.01**	**20,822.91**	**1,464.90**	**7.57%**	**$33.59**
	42nd St. Garage PROFIT/(LOSS)	**8,841.43**	**7,723.43**	**(1,118.00)**	**-12.65%**	**$12.46**
					Number of Spaces	**620**

Notes:
The primary users of this facility are monthly parkers engaged in local business.

(1). April 2005 Security Personnel figure consist of only 664.75 total hours . While April 2006 Security Personnel figure consist of only 600.50 total hours.

(2). April 2005 Attendant/Cashier Labor figure consists of 382.75 total labor hours. While April 2006 Attendant/Cashier Labor figure consists of 380.50 total labor hours.

(3). April 2005 FP&L energy usage charge was $1,856.45. While April 2006 FP&L energy usage charge was $2,430.65. Although average daily energy usage decreased by 45 KWH (from 823 KWH to 778 KWH) there is an increase due to change in FP&L rates.

(4). April 2006 Revenue Control Equipment Maintenance figure consists of $1,891.66 regular monthly charge.

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5/23/2006

City of Miami Beach
Parking Department
Daily Revenue Reports
42nd Street Garage - 8A

April-06

Date	Day	Total Vehicle Entries	Daily Ticket Revenue
1	Saturday	157	-
2	Sunday	129	-
3	Monday	248	126.17
4	Tuesday	254	196.26
5	Wednesday	260	144.86
6	Thursday	336	123.36
7	Friday	304	191.59
8	Saturday	213	-
9	Sunday	138	-
10	Monday	213	104.67
11	Tuesday	245	144.86
12	Wednesday	262	143.93
13	Thursday	237	137.38
14	Friday	205	85.98
15	Saturday	124	-
16	Sunday	118	-
17	Monday	229	163.55
18	Tuesday	225	184.11
19	Wednesday	228	158.88
20	Thursday	244	151.40
21	Friday	288	12.15
22	Saturday	200	8.41
23	Sunday	154	-
24	Monday	250	148.60
25	Tuesday	223	191.59
26	Wednesday	217	156.07
27	Thursday	234	192.52
28	Friday	257	100.00
29	Saturday	217	-
30	Sunday	104	-
	TOTAL	**6,513**	**2,866.34**
		MONTHLY PERMIT REVENUE	**$25,680.00**
		TOTAL NET REVENUE	**$28,546.34**

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5/23/2006

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
April 2006

LOCATION	ACCOUNTING CODE	2006 April # of Spaces	2005 April	2006 April	Increase/ (Decrease)	Percent of Increase/ (Decrease)
1X - (Washington - 4th & Lincoln) - On Street	*480-8000-344501*	*291*	*46,938.91*	*$46,581.46*	*(357.45)*	*-0.76%*
1A - (1st Street & Ocean Dr.) - Off Street	480-8000-344502	62	5,793.15	2,695.04		
1A - (1st Street & Ocean Dr.) - Attended	480-8000-344502	0	0.00	12,869.16		
Total		62	5,793.15	15,564.20	9,771.05	168.67%
1B - (78 Washington Avenue) - Off Street	480-8000-344617	12	568.76	700.25	131.49	23.12%
2X - (Washington - 5th & Lincoln) - On Street	*480-8000-344503*	*370*	*39,984.62*	*41,591.96*	*1,607.34*	*4.02%*
2B - (6/7 & Meridian) - Off Street	480-8000-344505	25	771.75	423.04	(348.71)	-45.18%
3X - (Collins & Euclid Ave.) On Street	480-8000-344507	68	8,025.03	6,252.67	(1,772.36)	-22.09%
4X - (Alton 7th St.- Dade Blvd.) - On Street	*480-8000-344509*	*491*	*98,725.85*	*97,886.01*	*(839.84)*	*-0.85%*
4B - (Alton & 20th St.-Purdy-Dade Blvd.) - On Street	480-8000-344511	213	14,128.61	10,672.95	(3,455.66)	-24.46%
4C - (West Ave & 17th St.) - Off Street	480-8000-344512	66	10,432.02	8,614.98	(1,817.04)	-17.42%
4D - (West Ave & Lincoln Rd.) - Off Street	480-8000-344513	30	4,604.20	2,846.36	(1,757.84)	-38.18%
5C - (Convention Ctr. Dr. & 17th Street) - Off Street	480-8000-344517	85	2,880.84	1,318.26		
5C - (Convention Ctr. Dr. & 17th Street) - Attended	480-8000-344517	0	0.00	0.00		
Total		85	2,880.84	1,318.26	(1,562.58)	-54.24%
5F - (Meridian Ave & 18th Street) - Off Street	480-8000-344519	97	488.50	301.57		
5F - (Meridian Ave & 18th Street) - Attended	480-8000-344519	0	0.00	0.00		
Total		97	488.50	301.57	(186.93)	-38.27%
5H - (19th Street & Meridian Ave) - Off Street	480-8000-344521	27	599.31	690.43	91.12	-
5M - (17th & Meridian Ave) - Off Street	*480-8000-344506*	*27*	*3,280.96*	*2,894.71*		*0.00%*
5M - (17th & Meridian Ave) - Attended	*480-8000-344506*	*0*	*0.00*	*0.00*		
			3,280.96	*2,894.71*	(386.25)	-11.77%
6X - (Collins - 20th to 24th St) - On Street	480-8000-344522	236	26,808.89	25,510.34	(1,298.55)	-4.84%
6A - (22nd Street & Park) - Off Street	480-8000-344523	14	314.14	689.47	375.33	119.48%
6B - (Collins Ave & 21st Street) - Off Street	480-8000-344524	190	25,672.07	18,940.77		
6B - (Collins Ave & 21st Street) - Attended	480-8000-344524	0	0.00	0.00		
Total		190	25,672.07	18,940.77	(6,731.30)	-26.22%
7X - (Ocean - Biscayne - 15th St) - On Street	*480-8000-344525*	*442*	*79,892.47*	*81,883.39*	*1,990.92*	*2.49%*
7A - (Collins Ave, 4th to 15th St) - On Street	*480-8000-344526*	*591*	*129,120.13*	*166,870.10*	*37,749.97*	*29.24%*
7C - (Collins Ave & 6th St) - Off Street	480-8000-344528	14	453.72	758.14		
7C - (Collins Ave & 6th St) - Attended	480-8000-344528	0	0.00	0.00		
Total		14	453.72	758.14	304.42	67.09%
8X - (Pinetree-Alton - 40th to 42nd St) - On Street	480-8000-344530	386	15,725.64	13,904.54	(1,821.10)	-11.58%
8A - (42nd Street Garage) - Off Street Meters	480-8000-344531	11	410.31	267.79	(142.52)	-34.73%
8B - (42nd Street & Royal Palm) - Off Street	480-8000-344532	173	3,927.90	4,126.89		
8B - (42nd Street & Royal Palm) - Attended	480-8000-344532	0	0.00	0.00		
Total		173	3,927.90	4,126.89	198.99	5.07%
8C - (40/41 Street & Chase) - Off Street	480-8000-344533	88	1,752.20	1,954.07	201.87	11.52%
8D - (47th Street & Pinetree) - Off Street	480-8000-344534	16	148.35	121.95	(26.40)	-17.80%
8E - (41st Street & Alton) - Off Street	480-8000-344535	40	1,736.32	1,400.79	(335.53)	-19.32%
8F - (41st Street & Jefferson) - Off Street	480-8000-344536	30	443.65	298.98	(144.67)	-32.61%
9X - (Collins - 64th to 79th St) - On Street	480-8000-344537	527	32,099.31	31,567.69	(531.62)	-1.66%
9A - (Harding & 71st St) - Off Street	480-8000-344538	48	868.55	1,456.64	588.09	67.71%
9B - (72nd St. & Collins) - Off Street	*480-8000-344539*	*0*	*7,047.64*	*12,687.55*		
9B - (72nd St. & Collins) - Attended	*480-8000-344539*	*0*	*0.00*	*0.00*		
Total		0	7,047.64	12,687.55	5,639.91	80.03%
9C (Carlyle & 71st St) - Off Street	480-8000-344540	14	108.63	48.97	(59.66)	-54.92%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
April 2006

LOCATION	ACCOUNTING CODE	2006 April # of Spaces	2005 April	2006 April	Increase/ (Decrease)	Percent of Increase/ (Decrease)
9D - (Collins & 76th St) - Off Street	480-8000-344541	33	1,110.53	1,103.49	(7.04)	-0.63%
9E - (71st St. & Harding) - Off Street	480-8000-344542	31	302.18	378.79	76.61	25.35%
9F - (75th & Collins) - Off Street	480-8000-344543	106	4,768.94	3,980.83	(788.11)	-16.53%
10A - (Lincoln Lane & Lenox) - Off Street	*480-8000-344544*	*70*	*2,683.15*	*21,458.31*	*18,775.16*	*699.74%*
10B - (Lincoln Lane & Michigan) - Lease	480-8000-344545	0	14,583.33	14,583.33		
10B - (Lincoln Lane & Michigan) - Attended	480-8000-344545	0	0.00	0.00		
Total		0	14,583.33	14,583.33	0.00	0.00%
10C - (Lincoln Lane & Meridian) - Off Street	*480-8000-344546*	*141*	*42,742.58*	*45,447.58*	*2,705.00*	*6.33%*
10D - (Lincoln Lane & Jefferson - W) - Off Street	*480-8000-344547*	*62*	*14,042.95*	*11,963.42*	*(2,079.53)*	*-14.81%*
10E - (Lincoln Lane & Jefferson - E) - Off Street	*480-8000-344548*	*19*	*5,654.81*	*9,665.21*	*4,010.40*	*70.92%*
10F - (Lincoln Lane & Euclid) - Off Street	*480-8000-344549*	*36*	*7,611.93*	*10,209.04*	*2,597.11*	*34.12%*
10G - (Lincoln Lane & Michigan) - Off Street	*480-8000-344550*	*21*	*3,874.75*	*5,221.22*	*1,346.47*	*34.75%*
11X - (Collins & 11th Street) - Off Street	480-8000-344551	0	0.00	0.00		
11X - (Collins & 11th Street) - Attended	480-8000-344551	0	0.00	0.00		
Total		0	0.00	0.00	0.00	-
12X - (Washington & 9th Street) - Off Street	480-8000-344552	23	2,972.91	2,821.42		
12X - (Washington & 9th Street) - Attended	480-8000-344552	0	0.00	0.00		
Total		23	2,972.91	2,821.42	(151.49)	-5.10%
13X - (Washington & 10th Street) - Off Street	480-8000-344553	33	4,071.14	5,649.49		
13X - (Washington & 10th Street) - Attended	480-8000-344553	0	0.00	0.00		
Total		33	4,071.14	5,649.49	1,578.35	38.77%
15X - (16th to 18th East of Collins) - On Street	480-8000-344556	43	17,677.11	25,870.97	8,193.86	46.35%
15A - (Washington, 17th to 20th) - On Street	480-8000-344557	91	11,932.13	11,553.64	(378.49)	-3.17%
15B - (Convention Center Drive) - On Street	480-8000-344558	46	2,679.63	2,717.39	37.76	1.41%
16X - (25th to 32nd, E of Collins) - On Street	480-8000-344559	78	12,918.80	6,714.87	(6,203.93)	-48.02%
16A - (35th to 43rd, E of Collins) - On Street	480-8000-344560	117	6,936.91	6,028.33	(908.58)	-13.10%
16B - (Indian Crk Dr, 27th to 32nd) - On Street	480-8000-344561	219	4,559.49	4,696.43	136.94	3.00%
16C - (Indian Crk - 33rd to 43rd) - On Street	480-8000-344562	230	10,309.22	12,225.35	1,916.13	18.59%
16D - (Collins Ave & 34th St) - Off Street	*480-8000-344563*	*64*	*2,938.70*	*4,934.32*		
16D - (Collins Ave & 34th St) - Attended	*480-8000-344563*	*0*	*0.00*	*0.00*		
Total		64	2,938.70	4,934.32	1,995.62	67.91%
16E - (Collins Ave & 35th St) - Off Street	*480-8000-344564*	*72*	*3,650.39*	*5,607.66*		
16E - (Collins Ave & 35th St) - Attended	*480-8000-344564*	*0*	*0.00*	*0.00*		
Total		72	3,650.39	5,607.66	1,957.27	53.62%
17X - (Collins & 13th Street) - Off Street	480-8000-344565	54	5,878.17	5,663.15		
17X - (Collins & 13th Street) - Attended	480-8000-344565	0	10,489.70	11,730.84		
Total		54	16,367.87	17,393.99	1,026.12	6.27%
18X - (Indian Crk & 65th St) - Off Street	480-8000-344567	53	464.51	149.74	(314.77)	-67.76%
18A - (Collins & 64th St) - Off Street	480-8000-344568	67	6,283.48	2,994.42		
18A - (Collins & 64th St) - Attended	480-8000-344568	0	0.00	0.00		
Total		67	6,283.48	2,994.42	(3,289.06)	-52.34%
19X - (Collins & 46th Street) - Off Street	*480-8000-344569*	*449*	*19,498.75*	*36,490.13*		
19X - (Collins & 46th Street) - Attended	*480-8000-344569*	*0*	*3,556.08*	*0.00*		
Total		449	23,054.83	36,490.13	13,435.30	58.28%
19A - (Collins & 46th Street) - On Street	480-8000-344570	19	1,063.57	688.47	(375.10)	-35.27%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
April 2006

LOCATION	ACCOUNTING CODE	2006 April # of Spaces	2005 April	2006 April	Increase/ (Decrease)	Percent of Increase/ (Decrease)
19B - (Collins & 53rd Street) - Off Street	480-8000-344571	158	1,481.43	2,709.23		
19B - (Collins & 53rd Street) - Attended	480-8000-344571	0	0.00	0.00		
Total		158	1,481.43	2,709.23	1,227.80	82.88%
20X - (Collins Ave & 27th St) - Off Street	480-8000-344572	121	3,330.95	4,968.66		
20X - (Collins Ave & 27th St) - Attended	480-8000-344572	0	0.00	0.00		
Total		121	3,330.95	4,968.66	1,637.71	49.17%
22X - (Carlyle & 72nd St) - Off Street	480-8000-344574	45	638.71	521.87	(116.84)	-
23X - (83rd & Abbott) - Off Street	480-8000-344575	25	96.68	55.18	(41.50)	-42.93%
24X - (Normandy Isle & Bay Dr) - On Street	480-8000-344576	102	4,781.13	5,161.29	380.16	7.95%
24A - (Normandy Isle & Bay Dr) - Off Street	480-8000-344577	26	368.74	487.15	118.41	32.11%
24B - (Normandy Isle & Vendome) - Off Street	480-8000-344578	22	0.00	106.01	106.01	#DIV/0!
24C - (Normandy Isle & Bay Rd S/S) - Off Street	480-8000-344579	33	827.92	696.81	(131.11)	-15.84%
25X - (Bonita Drive & 71st St) - Off Street	480-8000-344580	15	422.68	440.74	18.06	4.27%
26X - (Collins, 79th to 87th Terr) - On Street	480-8000-344581	283	3,962.84	6,593.06	2,630.22	66.37%
26Z - (Collins & 87th Street) - Off Street	480-8000-344616	15	219.42	555.49	336.07	-
10X - (Lincoln Lane & Lenox) - Off Street	*480-8000-344582*	*99*	*28,370.86*	*31,664.44*		
10X - (Lincoln Lane & Lenox - Attended	*480-8000-344582*	*0*	*0.00*	*0.00*		
Total		99	28,370.86	31,664.44	3,293.58	11.61%
26A - (Collins & 80th Street) - Off Street	480-8000-344584	62	1,210.61	1,059.44		
26A - (Collins & 80th Street) - Attended	480-8000-344584	0	0.00	0.00		
		62	1210.61	1,059	(151.17)	-12.49%
26B - (Collins & 84th Street) - Off Street	480-8000-344585	62	668.82	724.85	56.03	8.38%
4E (Purdy & 18th Street) - Off Street	480-8000-344586	39	5,967.24	3,782.89		
4E (Purdy & 18th Street) - Attended	480-8000-344586	0	3,801.86	0.00		
Total		39	9,769.10	3,782.89	(5,986.21)	-61.28%
8G - (40th Street & Royal Palm) - Off Street	480-8000-344592	43	2,269.67	1,957.65	(312.02)	-13.75%
8H - (40th Street & Prairie) - Off Street	480-8000-344594	71	3,200.92	2,815.54	(385.38)	-12.04%
26C - (Collins & 79th Street) - Off Street	480-8000-344600	34	332.85	520.57	187.72	56.40%
26D - (Collins & 83rd Street) - Off Street	480-8000-344601	95	193.58	1,007.67	814.09	420.54%
SLSP00 - (South Point Lot) - Off Street	480-8000-344602	215	6,574.80	5,405.83		
SLSP00 - (South Point Lot) - Attended	480-8000-344602	0	9,644.86	17,372.89		
Total		215	16,219.66	22,778.72	6,559.06	40.44%
4th & Alton Lot - Off Street	480-8000-344604	21	2,044.26	1,251.12	(793.14)	-38.80%
4A - 1833 Bay Road - Off Street	480-8000-344608	0	0.00	0.00	0.00	-
7D - 10-11th & Collins (Lease)	480-8000-344529	0	3,500.00	3,500.00	0.00	0.00%
10H - (Lincoln Rd. So. & Lenox) - Off Street	480-8000-344611	0	0.00	0.00	0.00	-
14A - 16th Street & Washington (Lease)	480-8000-344555	0	14,583.33	14,583.33	0.00	0.00%
P50 - (24th Street & Flamingo Drive) - Off Street	480-8000-344619	23	0.00	0.00	0.00	-
P51 - (23rd Street & Liberty Avenue East) - Off Street	480-8000-344620	20	6,307.49	2,436.18		
P51 - (23rd Street & Liberty Avenue East) - Attended	480-8000-344620	0	0.00	0.00		
Total			6,307.49	2,436.18	(3,871.31)	-61.38%
P52 - (23rd Street & Liberty Avenue West) - Off Street	*480-8000-344620*	35	0.00	2,255.10		
P52 - (23rd Street & Liberty Avenue West) - Attended	*480-8000-344620*	*0*	*0.00*	*0.00*		-
Total			*0.00*	*2,255.10*	2,255.10	#DIV/0!
P85 - (71st Street & Byron) - Off Street	*480-8000-344618*	*0*	*514.30*	*533.72*		
P85 - (71st Street & Byron) - Attended	*480-8000-344618*	*0*	*1,022.41*	*0.00*		
Total		0	1,536.71	533.72	(1,002.99)	-65.27%
TOTAL		**8,587**	**$895,346.63**	**$982,541.47**	**$87,194.84**	**9.74%**

NOTE: ZONES WITH MULTI-SPACE PAYSTATIONS ARE ITALICIZED.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE
April 2006

VENDOR	# of CARDS $25	# of CARDS with 10% Discount $22.50	MACHINE SALES $ Amount	REFUNDS $ Amount	TOTAL
BAY SUPERMARKET					$0.00
BEACH BANK					$0.00
BRIGHAM GARDENS					$0.00
CHAMBER OF COMMERCE					$0.00
CLEAN MACHINE					$0.00
COMPASS MARKET					$0.00
D'VINE CYBER LOUNGE					$0.00
FINANCE DEPARTMENT	31	42			$1,720.00
KOSHER WORLD					$0.00
LEE ANN DRUGS					$0.00
NEWS CAFE					$0.00
PARKING DEPT. - Customer Service	175	53			$5,567.50
PARKING DEPT. - Garages	0	0			$0.00
PUBLIX SUPERMARKET		1,120			$25,200.00
SHEMTOV'S					$0.00
SUNSET CAFÉ					$0.00
PARKING MACHINE - Cash			$1,810.00		$1,810.00
PARKING MACHINE - Credit Cards			$1,715.00		$1,715.00
WOLFSONIAN					$0.00
ZELICK'S TOBACCO					$0.00
TOTAL # OF CARDS	**206**	**1,215**			**1,421**
TOTAL $ AMOUNT	**$5,150.00**	**$27,337.50**	**$3,525.00**	**$0.00**	**$36,012.50**

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5/12/2006

CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE-YEAR TO DATE
April 2006

VENDOR	# of CARDS $25	# of CARDS with 10% Discount $22.50	MACHINE SALES $ Amount	REFUNDS $ Amount	TOTAL
BAY SUPERMARKET	1	0			$25.00
BEACH BANK	0	0			$0.00
BRIGHAM GARDENS	0	0			$0.00
CHAMBER OF COMMERCE	0	30			$675.00
CLEAN MACHINE	0	0			$0.00
COMPASS MARKET	0	0			$0.00
D'VINE CYBER LOUNGE	0	0			$0.00
FINANCE DEPARTMENT	310	271			$13,847.50
KOSHER WORLD	0	0			$0.00
LEE ANN DRUGS	0	80			$1,800.00
NEWS CAFE	0	0			$0.00
PARKING DEPT. - Customer Service	1,161	866			$48,510.00
PARKING DEPT. - Garages	0	0			$0.00
PUBLIX SUPERMARKET	0	10,490			$236,025.00
SHEMTOV'S	0	0			$0.00
SUNSET CAFÉ	0	0			$0.00
PARKING MACHINE - Cash		0	$9,700.00		$9,700.00
PARKING MACHINE - Credit Cards		0	$7,972.50		$7,972.50
WOLFSONIAN	0	0			$0.00
ZELICK'S TOBACCO	0	0			$0.00
TOTAL # OF CARDS	**1,472**	**11,737**			**13,209**
TOTAL $ AMOUNT	**$36,800.00**	**$264,082.50**	**$17,672.50**	**$0.00**	**$318,555.00**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Garage - 2G

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
17th Street Garage - 2G														
Revenue-Ticket	480-8000-344583	130,214.87	179,247.67	178,198.14	193,803.56	227,747.35	218,161.95	195,358.24						
Revenue - Space Rental	480-8000-344583	7,800.00	7,800.00	7,800.00	7,800.00	7,800.00	7,800.00	7,800.00						
Revenue-Monthly Permits	480-8000-344514	62,700.00	62,340.00	62,880.00	63,240.00	61,680.00	61,200.00	61,200.00						
	17th St. - 2G REVENUE (Sales Tax Excluded)	200,714.87	249,387.67	248,878.14	264,843.56	297,227.35	287,161.95	264,358.24	0.00	0.00	0.00	0.00	0.00	0.00
Expenses														
Security Personnel		14,788.93	15,222.85	18,906.79	15,602.90	15,154.02	15,207.59	18,942.52						
Attendant/Cashier Labor		44,711.75	69,908.72	58,162.61	75,593.30	80,111.74	64,746.08	74,692.96						
FP&L		6,460.59	7,194.47	7,169.17	8,179.60	8,572.18	8,112.99	8,081.22						
Revenue Control Equipment Maintanance		3,736.81	1,891.66	5,348.65	4,663.13	1,891.66	2,351.01	1,891.66						
Armed Guard Revenue Pickup		433.00	433.00	433.00	433.00	433.00	433.00	433.00						
Elevator Maintenance		425.00	425.00	425.00	425.00	425.00	9,933.00	1,640.19						
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33	108.33	108.33	108.33						
Garage Cleaning/Maintenance		10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00						
	17th St. - 2G EXPENSES	81,484.41	106,004.03	101,373.55	115,825.26	117,515.93	111,712.00	116,609.88	0.00	0.00	0.00	0.00	0.00	0.00
	17th St. PROFIT/(LOSS)	119,230.46	143,383.64	147,504.59	149,018.30	179,711.42	175,449.95	147,748.36	0.00	0.00	0.00	0.00	0.00	0.00

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
17th Street Garage - 2G														
Revenue-Ticket	480-8000-344583	147,297.18	172,645.81	160,111.23	180,829.02	213,845.81	180,743.49	161,564.57	148,141.13	119,202.78	131,541.92	97,410.29	127,399.08	1,840,732.31
Revenue - Space Rental	480-8000-344583	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	75,600.00
Revenue-Monthly Permits	480-8000-344514	55,980.00	57,120.00	56,460.00	56,160.00	57,720.00	59,040.00	60,780.00	61,920.00	63,000.00	61,020.00	63,180.00	63,420.00	715,800.00
	17th St. - 2G REVENUE (Sales Tax Excluded)	209,577.18	236,065.81	222,871.23	243,289.02	277,865.81	246,083.49	228,644.57	216,361.13	188,502.78	198,861.92	166,890.29	197,119.08	2,632,132.31
Expenses														
Security Personnel		21,092.12	15,849.77	15,852.84	19,941.82	15,941.80	15,727.08	18,236.29	20,387.91	21,022.22	22,012.84	17,156.01	12,134.59	215,355.29
Attendant/Cashier Labor		41,006.44	51,214.30	44,920.57	80,488.29	85,524.18	58,522.20	73,433.44	60,528.58	60,155.94	49,383.58	59,430.67	66,455.65	731,063.84
FP&L		6,473.39	5,949.62	6,369.53	6,892.30	6,892.30	4,850.13	5,921.79	6,011.85	7,618.41	6,579.41	6,220.59	6,273.08	76,052.40
Revenue Control Equipment Maintanance		1,666.67	4,551.67	2,101.67	1,666.67	1,666.67	1,666.67	1,666.67	3,999.99	3,999.99	2,133.33	1,891.66	4,465.11	31,476.77
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	433.00	433.00	433.00	5,079.00
Elevator Maintenance		483.60	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	833.00	687.06	2,228.92	7,632.58
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	919.33	333.33	108.33	2,335.96
Garage Cleaning/Maintenance		10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	129,840.00
	17th St. - 2G EXPENSES	82,070.55	89,338.69	81,017.94	120,762.41	121,798.28	92,539.41	111,031.52	102,701.66	104,569.89	93,114.49	96,972.32	102,918.68	1,198,835.84
	17th St. PROFIT/(LOSS)	127,506.63	146,727.12	141,853.29	122,526.61	156,067.53	153,544.08	117,613.05	113,659.47	83,932.89	105,747.43	69,917.97	94,200.40	1,433,296.47

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Garage - 2G

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
17th Street Garage - 2G														
Revenue-Ticket	480-8000-344583	126,299.54	162,005.37	140,671.96	158,906.54	210,057.03	154,691.53	127,139.34	153,750.35	114,394.40	108,808.42	106,967.29	75,012.15	1,638,703.92
Revenue - Space Rental	480-8000-344583	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	75,600.00
Revenue-Monthly Permits	480-8000-344514	53,760.00	56,760.00	54,960.00	54,000.00	53,760.00	57,360.00	57,780.00	57,660.00	57,780.00	58,020.00	57,060.00	57,900.00	676,800.00
	17th St. - 2G REVENUE (Sales Tax Excluded)	186,359.54	225,065.37	201,931.96	219,206.54	270,117.03	218,351.53	191,219.34	217,710.35	178,474.40	173,128.42	170,327.29	139,212.15	2,391,103.92
Expenses														
Security Personnel		15,896.40	16,574.30	16,802.34	15,494.05	17,601.32	16,653.45	15,804.17	19,951.32	15,922.37	16,095.17	19,972.49	14,711.73	201,479.11
Attendant/Cashier Labor		41,511.91	48,342.11	40,772.36	36,234.53	52,732.42	40,835.62	45,314.47	46,946.34	44,991.49	37,865.26	48,178.56	43,040.60	526,765.67
FP&L		6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	77,680.68
Revenue Control Equipment Maintanance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	2,516.67	9,060.56	1,936.67	28,513.93
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	5,040.00
Elevator Maintenance		738.00	613.00	613.00	800.50	613.00	613.00	425.00	425.00	30,453.50	425.00	425.00	425.00	36,569.00
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33	108.33	108.33	108.33	312.33	108.33	108.33	108.33	108.33	1,503.96
Garage Cleaning/Maintenance		5,331.08	5,331.08	5,331.08	5,331.08	5,331.08	5,331.08	5,331.08	5,421.08	5,696.08	5,595.08	5,331.08	10,820.00	70,180.88
	17th St. - 2G EXPENSES	72,145.78	79,528.88	72,187.17	66,528.55	84,946.21	72,101.54	75,543.11	81,616.13	105,731.83	69,498.90	89,969.41	77,935.72	947,733.23
	17th St. PROFIT/(LOSS)	114,213.76	145,536.49	129,744.79	152,677.99	185,170.82	146,249.99	115,676.23	136,094.22	72,742.57	103,629.52	80,357.88	61,276.43	1,443,370.69

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
17th St. Garage - 2G														
Revenue-Ticket	480-8000-344583	105,641.20	159,877.65	136,339.53	153,112.01	199,421.53	147,306.63	99,839.26	135,459.72	92,178.14	102,296.41	106,516.89	91,325.39	1,529,314.36
Revenue - Space Rental	480-8000-344583	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	75,600.00
Revenue-Monthly Permits	480-8000-344514	60,000.00	61,560.00	59,820.00	56,760.00	57,960.00	58,740.00	58,680.00	53,460.00	54,300.00	55,920.00	53,160.00	53,220.00	683,580.00
	17th St. - 2G REVENUE (Sales Tax Excluded)	171,941.20	227,737.65	202,459.53	216,172.01	263,681.53	212,346.63	164,819.26	195,219.72	152,778.14	164,516.41	165,976.89	150,845.39	2,288,494.36
Expenses														
Security Personnel		16,561.95	16,616.47	16,549.18	20,680.62	17,432.22	16,471.66	20,612.78	16,448.34	20,600.10	16,480.25	20,599.69	16,233.62	215,286.88
Attendant/Cashier Labor		33,192.78	56,286.32	36,137.49	39,265.13	48,329.64	37,381.35	32,521.25	34,321.57	59,870.88	35,809.78	34,812.81	42,009.65	489,938.65
FP&L		5,352.35	5,507.51	6,007.59	5,672.16	9,827.33	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	77,680.67
Revenue Control Equipment Maintanance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,860.67	1,666.67	1,666.67	1,851.67	1,666.67	20,379.04
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Elevator Maintenance		613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	6,376.75	13,119.75
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	1,299.96
Garage Cleaning/Maintenance		3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	5,331.08	5,331.08	5,578.58	5,331.08	5,331.08	5,331.08	51,985.98
	17th St. - 2G EXPENSES	61,304.26	84,607.48	64,891.44	71,815.09	81,786.37	66,523.58	67,843.68	65,673.56	95,428.13	66,937.50	70,314.97	78,619.49	875,745.55
	17th St. PROFIT/(LOSS)	110,636.94	143,130.17	137,568.09	144,356.92	181,895.16	145,823.05	96,975.58	129,546.16	57,350.01	97,578.91	95,661.92	72,225.90	1,412,748.81

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
7th Street Garage - 1G

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
7th Street Garage - 1G														
Revenue-Ticket	142-8000-344404	112,167.52	132,568.21	134,431.00	161,848.57	150,351.00	223,466.36	174,912.12						1,089,744.78
Revenue-Monthly Permits	142-8000-344404	16,425.00	16,125.00	16,125.00	16,125.00	16,125.00	16,275.00	16,575.00						113,775.00
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	128,592.52	148,693.21	150,556.00	177,973.57	166,476.00	239,741.36	191,487.12	0.00	0.00	0.00	0.00	0.00	1,203,519.78
Expenses														
Security		19,639.79	20,444.76	25,092.86	21,159.97	20,803.87	23,688.63	39,955.87						170,785.75
Attendant/Cashier Labor		20,047.31	23,464.08	23,499.34	30,058.94	23,505.70	24,197.05	29,445.71						174,218.13
Landscape Maintenance		1,204.67	1,080.67	1,063.67	918.68	918.67	918.67	918.67						7,023.70
FP&L		3,233.98	2,604.78	2,893.17	3,429.16	3,376.34	3,101.55	3,254.71						21,893.69
Revenue Control Equipment Maintenance		775.00	775.00	775.00	886.55	1,310.75	979.35	940.00						6,441.65
Garage Cleaning/Maintenance		9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00						64,694.00
Armed Guard Revenue Pickup		433.00	433.00	433.00	433.00	433.00	433.00	433.00						3,031.00
Elevator Maintenance		2,045.17	1,065.17	1,065.17	3,141.17	1,065.17	1,065.17	1,065.17						10,512.19
Surveillance System Maintenance		611.41	611.41	611.41	611.41	611.41	611.41	611.41						4,279.87
	7th St. Garage - 1G EXPENSES	57,232.33	59,720.87	64,675.62	69,880.88	61,266.91	64,236.83	85,866.54	0.00	0.00	0.00	0.00	0.00	462,879.98
	7th St. - 1G Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	714,000.00
	7th St. - 1G PROFIT/(LOSS)	11,860.19	29,472.34	26,380.38	48,592.69	45,709.09	116,004.53	46,120.58	-59,500.00	-59,500.00	-59,500.00	-59,500.00	(59,500.00)	26,639.80

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
7th Street Garage - 1G														
Revenue-Ticket	142-8000-344404	155,800.01	128,321.49	126,085.97	152,852.34	147,168.61	217,609.34	189,803.73	167,243.46	130,258.87	194,785.25	160,609.33	135,156.09	1,905,694.49
Revenue-Monthly Permits	142-8000-344404	13,650.00	13,800.00	13,800.00	13,800.00	16,425.00	15,675.00	15,675.00	15,900.00	15,958.50	16,050.00	16,050.00	16,050.00	182,833.50
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	169,450.01	142,121.49	139,885.97	166,652.34	163,593.61	233,284.34	205,478.73	183,143.46	146,217.37	210,835.25	176,659.33	151,206.09	2,088,527.99
Expenses														
Security		27,049.21	21,202.56	20,947.96	28,251.69	21,135.07	21,113.61	23,472.50	21,381.41	21,746.50	26,274.22	22,345.01	19,475.19	274,394.93
Attendant/Cashier Labor		17,782.75	17,406.81	17,511.32	27,564.05	23,751.16	24,658.06	29,921.42	24,134.11	23,796.14	23,843.16	28,979.82	28,791.90	288,140.70
Landscape Maintenance		1,605.67	918.67	2,417.67	1,546.42	1,178.67	918.67	918.67	918.67	918.67	1,036.67	15,587.67	918.67	28,884.79
FP&L		3,067.37	3,067.37	2,452.54	2,705.35	2,328.41	2,688.87	2,739.59	2,732.53	3,216.31	3,053.15	2,873.21	2,879.55	33,804.25
Revenue Control Equipment Maintenance		860.15	700.00	700.00	700.00	700.00	700.00	700.00	3,516.66	3,516.66	1,650.00	775.00	3,453.35	17,971.82
Garage Cleaning/Maintenance		9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	110,904.00
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	433.00	433.00	433.00	5,079.00
Elevator Maintenance		1,065.17	1,065.17	1,065.17	1,410.17	1,065.17	1,065.17	1,065.17	1,065.17	1,065.17	1,065.17	1,065.17	2,162.97	14,224.84
Surveillance System Maintenance		611.41	611.41	611.41	611.41	950.41	611.41	611.41	611.41	611.41	611.41	611.41	611.41	7,675.92
	7th St. Garage - 1G EXPENSES	61,703.73	54,633.99	55,368.07	72,451.09	60,770.89	61,417.79	69,090.76	64,021.96	64,532.86	67,208.78	81,912.29	67,968.04	781,080.25
	7th St. - 1G Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	714,000.00
	7th St. - 1G PROFIT/(LOSS)	48,246.28	27,987.50	25,017.90	34,701.25	43,322.72	112,366.55	76,887.97	59,621.50	22,184.51	84,126.47	35,247.04	23,738.05	593,447.74

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
7th Street Garage - 1G

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
7th Street Garage - 1G														
Revenue-Ticket	142-8000-344404	139,529.56	139,842.06	130,241.12	167,042.06	164,871.96	219,217.76	169,714.95	173,072.90	138,058.07	172,876.64	157,222.43	82,198.12	1,853,887.63
Revenue-Monthly Permits	142-8000-344404	13,050.00	13,237.50	13,462.50	13,500.00	13,800.00	13,725.00	13,725.00	13,350.00	13,725.00	13,800.00	13,800.00	13,800.00	162,975.00
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	152,579.56	153,079.56	143,703.62	180,542.06	178,671.96	232,942.76	183,439.95	186,422.90	151,783.07	186,676.64	171,022.43	95,998.12	2,016,862.63
Expenses														
Security		21,049.40	21,816.06	24,181.09	21,727.10	20,960.22	23,119.75	21,349.80	28,211.80	21,233.24	22,052.26	26,852.89	17,055.31	269,608.92
Attendant/Cashier Labor		17,797.52	17,668.48	17,422.60	17,959.47	17,642.05	18,282.80	17,863.50	17,748.27	17,815.82	17,998.44	22,276.54	19,097.97	219,573.46
Landscape Maintenance		918.67	1,114.00	918.67	918.67	848.00	918.67	918.67	918.67	918.67	14,404.67	918.67	16,581.67	40,297.70
FP&L		3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	36,808.44
Revenue Control Equipment Maintenance		700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	1,200.00	8,900.00
Garage Cleaning/Maintenance		4,864.00	4,699.00	4,765.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	5,111.50	4,864.00	9,242.00	62,729.50
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	5,040.00
Elevator Maintenance		1,729.00	1,202.00	2,271.50	985.00	1,460.42	985.00	1,202.00	2,817.42	2,592.67	2,360.17	2,360.17	2,050.17	22,015.52
Surveillance System Maintenance		534.60	534.60	744.60	534.60	534.60	534.60	534.60	534.60	2,457.18	534.60	534.60	534.60	8,547.78
	7th St. Garage - 1G EXPENSES	51,080.56	51,221.51	54,490.83	51,176.21	50,496.66	52,892.19	50,919.94	59,282.13	54,068.95	66,649.01	61,994.24	69,249.09	673,521.32
	7th St. - 1G Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	714,000.00
	7th St. - 1G PROFIT/(LOSS)	41,999.00	42,358.05	29,712.79	69,865.85	68,675.30	120,550.57	73,020.01	67,640.77	38,214.12	60,527.63	49,528.19	(32,750.97)	629,341.31

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
7th Street Garage - 1G														
Revenue-Ticket	142-8000-344404	136,186.19	137,501.35	140,246.61	148,182.44	153,858.76	221,547.82	161,549.46	174,847.57	133,750.47	164,101.85	178,871.59	120,362.30	1,871,006.41
Revenue-Monthly Permits	142-8000-344404	13,125.00	13,125.00	13,125.00	13,125.00	13,125.00	13,050.00	13,050.00	13,050.00	12,975.00	13,050.00	13,200.00	13,200.00	157,200.00
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	149,311.19	150,626.35	153,371.61	161,307.44	166,983.76	234,597.82	174,599.46	187,897.57	146,725.47	177,151.85	192,071.59	133,562.30	2,028,206.41
Expenses														
Security		21,087.06	20,743.70	20,245.12	26,257.88	21,150.87	21,933.85	26,125.51	22,612.39	25,778.86	21,024.44	27,128.97	21,014.42	275,103.07
Attendant/Cashier Labor		16,755.52	25,273.02	16,806.12	17,276.43	16,664.70	17,694.64	16,755.04	16,893.83	25,407.34	16,835.01	17,385.71	17,618.06	221,365.42
Landscape Maintenance		984.00	984.00	984.00	984.00	984.00	984.00	918.67	1,067.67	918.67	10,438.67	7,363.67	918.67	27,530.02
FP&L		2,667.70	2,747.44	2,709.51	2,462.61	4,749.59	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	36,808.44
Revenue Control Equipment Maintenance		700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	8,400.00
Garage Cleaning/Maintenance		4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	5,111.50	4,864.00	4,864.00	4,864.00	58,615.50
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Elevator Maintenance		985.00	985.00	985.00	985.00	985.00	985.00	1,180.88	1,264.84	1,936.44	1,180.88	1,180.88	1,295.00	13,948.92
Surveillance System Maintenance		437.00	437.00	437.00	437.00	437.00	437.00	495.00	495.00	495.00	1,855.00	580.00	2,810.60	9,352.60
	7th St. Garage - 1G EXPENSES	48,997.46	57,251.34	48,247.93	54,484.10	51,052.34	51,183.04	54,623.65	51,482.28	63,932.36	60,420.37	62,795.60	52,708.12	657,178.59
	7th St. - 1G Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	714,000.00
	7th St. - 1G PROFIT/(LOSS)	40,813.73	33,875.01	45,623.68	47,323.34	56,431.42	123,914.78	60,475.81	76,915.29	23,293.11	57,231.48	69,775.99	21,354.18	657,027.82

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Lots - 5A East and West

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
17th Street Lots - 5A East and West														
Revenue-Ticket	480-8000-344515	120,398.09	148,679.68	165,473.30	170,430.45	135,573.96	190,657.31	178,026.75						
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
Revenue-Monthly Permits	480-8000-344596	18,960.00	18,660.00	18,540.00	18,660.00	18,780.00	18,600.00	18,060.00						
	17th Lots - 5A REVENUE (Sales Tax Excluded)	139,358.09	167,339.68	184,013.30	189,090.45	154,353.96	209,257.31	196,086.75	0.00	0.00	0.00	0.00	0.00	0.00
Expenses														
Security Personnel		861.84	861.84	1,077.12	861.84	861.84	861.84	1,077.30						
Attendant/Cashier Labor		27,063.49	36,626.94	34,058.41	43,181.78	36,309.50	34,924.22	43,571.40						
Revenue Control Equipment Maintenance		1,891.66	1,891.66	2,367.05	1,891.66	1,891.66	1,891.66	1,891.66						
Landscape and Lot Maintenance		502.67	502.67	502.67	1,727.67	502.67	502.67	502.67						
FP&L		391.48	391.48	391.48	391.48	391.48	391.48	391.48						
	17th Lots - 5A EXPENSES	30,711.14	40,274.59	38,396.73	48,054.43	39,957.15	38,571.87	47,434.51	0.00	0.00	0.00	0.00	0.00	0.00
	17th Lots PROFIT/(LOSS)	108,646.95	127,065.09	145,616.57	141,036.02	114,396.81	170,685.44	148,652.24	0.00	0.00	0.00	0.00	0.00	0.00

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LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
17th Street Lots - 5A East and West														
Revenue-Ticket	480-8000-344515	147,540.55	134,285.03	144,999.03	157,629.02	132,532.73	164,732.73	157,110.23	156,538.30	135,651.39	154,960.57	137,957.29	132,094.40	1,756,031.27
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue-Monthly Permits	480-8000-344596	18,300.00	17,820.00	16,920.00	16,980.00	16,860.00	16,740.00	17,280.00	17,580.00	17,820.00	17,460.00	17,820.00	18,120.00	209,700.00
	17th Lots - 5A REVENUE (Sales Tax Excluded)	165,840.55	152,105.03	161,919.03	174,609.02	149,392.73	181,472.73	174,390.23	174,118.30	153,471.39	172,420.57	155,777.29	150,214.40	1,965,731.27
Expenses														
Security Personnel		1,079.76	975.47	751.54	1,116.57	868.11	880.37	766.87	861.84	861.84	1,077.30	861.84	8,001.95	18,103.46
Attendant/Cashier Labor		20,954.86	23,786.82	21,613.21	39,939.99	34,545.43	32,853.50	40,220.02	31,378.04	31,915.58	27,709.22	35,303.01	39,783.53	380,003.21
Revenue Control Equipment Maintenance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	3,999.99	3,999.99	2,133.33	2,611.66	1,891.66	26,303.32
Landscape and Lot Maintenance		502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	6,032.04
FP&L		391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	4,697.76
	17th Lots - 5A EXPENSES	24,595.44	27,323.11	24,925.57	43,617.38	37,974.36	36,294.69	43,547.71	37,134.02	37,671.56	31,814.00	39,670.66	50,571.29	435,139.79
	17th Lots PROFIT/(LOSS)	141,245.11	124,781.92	136,993.46	130,991.64	111,418.37	145,178.04	130,842.52	136,984.28	115,799.83	140,606.57	116,106.63	99,643.11	1,530,591.48

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Lots - 5A East and West

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
17th Street Lots - 5A East and West														
Revenue-Ticket	480-8000-344515	123,301.93	135,390.66	142,474.77	153,204.65	157,831.80	163,559.82	141,769.18	149,018.68	120,878.55	126,481.32	123,772.91	83,556.53	1,621,240.80
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue-Monthly Permits	480-8000-344596	16,800.00	18,360.00	15,960.00	16,200.00	15,660.00	15,660.00	16,560.00	16,800.00	17,940.00	17,820.00	17,520.00	17,700.00	202,980.00
	17th Lots - 5A REVENUE (Sales Tax Excluded)	140,101.93	153,750.66	158,434.77	169,404.65	173,491.80	179,219.82	158,329.18	165,818.68	138,818.55	144,301.32	141,292.91	101,256.53	1,824,220.80
Expenses														
Security Personnel		1,404.71	738.66	880.37	662.58	1,319.03	883.44	953.99	1,128.84	883.44	828.23	1,174.86	539.89	11,398.04
Attendant/Cashier Labor		20,826.85	24,230.94	20,510.75	20,463.71	23,729.34	22,161.85	21,289.27	22,812.35	21,621.06	18,258.77	23,687.56	20,393.19	259,985.64
Revenue Control Equipment Maintenance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	3,722.78	1,666.67	22,056.15
Landscape and Lot Maintenance		502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	6,032.04
FP&L		391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	4,697.76
	17th Lots - 5A EXPENSES	24,792.38	27,530.42	23,951.94	23,687.11	27,609.19	25,606.11	24,804.08	26,502.01	25,065.32	21,647.82	29,479.35	23,493.90	304,169.63
	17th Lots PROFIT/(LOSS)	115,309.55	126,220.24	134,482.83	145,717.54	145,882.61	153,613.71	133,525.10	139,316.67	113,753.23	122,653.50	111,813.56	77,762.63	1,520,051.17

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LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
17th Street Lots - 5A East and West														
Revenue-Ticket	480-8000-344515	105,889.88	120,891.93	120,890.56	132,337.75	139,792.51	139,949.44	111,002.09	127,300.47	107,680.68	111,796.59	110,433.27	99,008.57	1,426,973.74
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue-Monthly Permits	480-8000-344596	17,820.00	18,120.00	17,700.00	18,360.00	16,500.00	17,700.00	16,560.00	18,840.00	15,720.00	15,900.00	16,560.00	16,980.00	206,760.00
	17th Lots - 5A REVENUE (Sales Tax Excluded)	123,709.88	139,011.93	138,590.56	150,697.75	156,292.51	157,649.44	127,562.09	146,140.47	123,400.68	127,696.59	126,993.27	115,988.57	1,633,733.74
Expenses														
Security Personnel		1,883.74	1,884.70	1,797.93	2,334.72	1,591.97	1,750.52	2,157.89	1,786.10	2,172.81	1,743.98	1,863.20	1,687.74	22,655.30
Attendant/Cashier Labor		17,939.85	30,340.05	19,183.60	21,628.82	22,409.89	20,603.96	18,238.36	18,745.80	30,790.29	17,290.61	17,265.92	20,813.79	255,250.94
Revenue Control Equipment Maintenance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,860.67	1,666.67	1,831.67	1,666.67	1,666.67	20,359.04
Landscape and Lot Maintenance		502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	6,032.04
FP&L		386.87	350.40	332.23	322.18	565.72	391.48	391.48	391.48	391.48	391.48	391.48	391.48	4,697.76
	17th Lots - 5A EXPENSES	22,379.80	34,744.49	23,483.10	26,455.06	26,736.92	24,915.30	22,957.07	23,286.72	35,523.92	21,760.41	21,689.94	25,062.35	308,995.08
	17th Lots PROFIT/(LOSS)	101,330.08	104,267.44	115,107.46	124,242.69	129,555.59	132,734.14	104,605.02	122,853.75	87,876.76	105,936.18	105,303.33	90,926.22	1,324,738.66

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
12th Street Garage - 2A

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
12th Street Garage - 2A														
Revenue-Ticket	480-8000-344504	15,912.14	17,233.65	19,846.71	27,985.05	0.00	27,551.41	30,953.25						139,482.21
Revenue-Monthly Permits	480-8000-344593	3,660.00	4,320.00	4,020.00	3,720.00	3,780.00	3,720.00	3,780.00						27,000.00
	12th St. - 2A REVENUE (Sales Tax Excluded)	19,572.14	21,553.65	23,866.71	31,705.05	3,780.00	31,271.41	34,733.25	0.00	0.00	0.00	0.00	0.00	166,482.21
Expenses														
Security Personnel		5,461.31	5,494.23	6,954.57	5,799.47	5,302.71	5,497.22	6,828.89						
Attendant/Cashier Labor		8,654.39	10,375.18	10,375.17	14,029.57	122.66	5,894.65	13,459.58						
FP&L		108.54	108.54	108.54	108.54	108.54	108.54	108.54						
Elevator Maintenance		1,105.00	2,575.00	125.00	125.00	134.41	125.00	125.00						
Garage Cleaning/Maintenance		1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00						
	12th St. - 2A EXPENSES	16,850.24	20,073.95	19,084.28	21,583.58	7,189.32	13,146.41	22,043.01	0.00	0.00	0.00	0.00	0.00	0.00
	12th St. - 2A PROFIT/(LOSS)	2,721.90	1,479.70	4,782.43	10,121.47	-3,409.32	18,125.00	12,690.24	0.00	0.00	0.00	0.00	0.00	166,482.21

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
12th Street Garage - 2A														
Revenue-Ticket	480-8000-344504	30,426.16	28,304.67	28,033.65	33,959.80	30,588.77	41,540.19	38,421.76	33,882.20	30,041.58	37,902.81	34,535.82	20,742.99	388,380.40
Revenue-Monthly Permits	480-8000-344593	4,860.00	4,800.00	4,860.00	3,960.00	3,840.00	3,840.00	3,900.00	3,660.00	3,720.00	3,780.00	3,840.00	3,720.00	48,780.00
	12th St. - 2A REVENUE (Sales Tax Excluded)	35,286.16	33,104.67	32,893.65	37,919.80	34,428.77	45,380.19	42,321.76	37,542.20	33,761.58	41,682.81	38,375.82	24,462.99	437,160.40
Expenses														
Security Personnel		9,368.15	7,496.96	7,426.42	9,748.51	12,668.78	7,509.24	8,199.43	7,574.02	7,469.33	9,139.10	5,622.91	8,549.58	100,772.43
Attendant/Cashier Labor		7,077.27	7,064.21	7,132.13	11,884.49	9,852.08	10,122.65	12,987.00	10,371.56	10,382.40	10,418.46	12,702.02	12,691.19	122,685.46
FP&L		108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	1,302.48
Elevator Maintenance		487.50	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	866.00	1,155.00	3,245.00	6,753.50
Garage Cleaning/Maintenance		1,521.00	1,285.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	18,016.00
	12th St. - 2A EXPENSES	18,562.46	16,079.71	16,313.09	23,387.54	24,275.40	19,386.43	22,940.97	19,700.12	19,606.27	22,053.10	21,109.47	26,115.31	249,529.87
	12th St. - 2A PROFIT/(LOSS)	16,723.70	17,024.96	16,580.56	14,532.26	10,153.37	25,993.76	19,380.79	17,842.08	14,155.31	19,629.71	17,266.35	-1,652.32	187,630.53

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
12th Street Garage - 2A

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
12th Street Garage - 2A														
Revenue-Ticket	480-8000-344504	26,360.74	25,345.79	24,450.45	29,463.54	29,428.03	38,480.37	31,798.13	32,760.77	25,388.79	29,747.65	30,476.60	18,809.37	342,510.23
Revenue-Monthly Permits	480-8000-344593	5,220.00	5,100.00	5,040.00	4,740.00	4,740.00	4,800.00	4,920.00	4,860.00	4,860.00	4,980.00	5,100.00	4,860.00	59,220.00
	12th St. - 2A REVENUE (Sales Tax Excluded)	31,580.74	30,445.79	29,490.45	34,203.54	34,168.03	43,280.37	36,718.13	37,620.77	30,248.79	34,727.65	35,576.60	23,669.37	401,730.23
Expenses														
Security Personnel		8,219.46	8,844.80	9,107.41	8,233.17	10,306.80	8,013.11	8,245.44	10,395.76	8,230.11	7,938.69	9,365.08	6,408.01	103,307.84
Attendant/Cashier Labor		7,247.08	7,241.85	7,200.05	7,215.73	7,184.37	7,226.18	7,210.50	7,602.38	7,354.19	7,113.84	8,960.87	8,015.15	89,572.19
FP&L		108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	1,302.48
Elevator Maintenance		125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	4,087.00	125.00	5,462.00
Garage Cleaning/Maintenance		1,540.75	1,532.50	1,540.75	1,540.75	1,524.25	1,540.75	1,532.50	1,532.50	1,540.75	1,590.25	1,540.75	1,521.00	18,477.50
	12th St. - 2A EXPENSES	17,240.83	17,852.69	18,081.75	17,223.19	19,248.96	17,013.58	17,221.98	19,764.18	17,358.59	16,876.32	24,062.24	16,177.70	218,122.01
	12th St. - 2A PROFIT/(LOSS)	14,339.91	12,593.10	11,408.70	16,980.35	14,919.07	26,266.79	19,496.15	17,856.59	12,890.20	17,851.33	11,514.36	7,491.67	183,608.22

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
12th Street Garage - 2A														
Revenue-Ticket	480-8000-344504	23,808.81	26,646.02	27,241.35	27,276.87	28,087.39	39,739.49	29,315.86	33,756.05	22,192.23	30,702.84	31,246.72	22,452.33	342,465.96
Revenue-Monthly Permits	480-8000-344593	5,340.00	5,520.00	5,220.00	4,860.00	4,920.00	5,100.00	5,040.00	4,920.00	4,860.00	5,220.00	5,400.00	5,400.00	61,800.00
	12th St. - 2A REVENUE (Sales Tax Excluded)	29,148.81	32,166.02	32,461.35	32,136.87	33,007.39	44,839.49	34,355.86	38,676.05	27,052.23	35,922.84	36,646.72	27,852.33	404,265.96
Expenses														
Security Personnel		8,245.44	8,232.15	8,235.63	10,779.20	8,166.92	8,233.17	10,238.91	8,237.06	10,302.50	8,241.55	10,299.64	8,252.59	107,464.76
Attendant/Cashier Labor		7,054.55	10,280.84	6,892.87	7,315.74	6,912.77	7,052.06	6,810.78	6,945.10	10,775.85	7,497.33	7,173.01	7,672.92	92,383.82
FP&L		102.79	81.67	98.93	90.60	168.69	108.54	108.54	108.54	108.54	108.54	108.54	108.54	1,302.46
Elevator Maintenance		125.00	125.00	125.00	125.00	125.00	125.00	0.00	0.00	0.00	0.00	166.67	125.00	1,041.67
Garage Cleaning/Maintenance		1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,557.25	1,532.50	1,763.50	1,540.75	1,540.75	1,532.50	19,101.75
	12th St. - 2A EXPENSES	17,133.53	20,325.41	16,958.18	19,916.29	16,979.13	17,124.52	18,715.48	16,823.20	22,950.39	17,388.17	19,288.61	17,691.55	221,294.46
	12th St. - 2A PROFIT/(LOSS)	12,015.28	11,840.61	15,503.17	12,220.58	16,028.26	27,714.97	15,640.38	21,852.85	4,101.84	18,534.67	17,358.11	10,160.78	182,971.50

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
13th Street Garage - 17A

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
13th Street Garage - 17A														
Revenue-Ticket	480-8000-344566	43,468.43	55,272.92	53,704.65	60,732.72	58,499.06	67,990.51	65,532.72						
Revenue-Monthly Permits	480-8000-344527	9,600.00	9,300.00	9,720.00	10,080.00	9,660.00	9,780.00	9,240.00						
	13th St. - 17A REVENUE (Sales Tax Excluded)	53,068.43	64,572.92	63,424.65	70,812.72	68,159.06	77,770.51	74,772.72	0.00	0.00	0.00	0.00	0.00	0.00
Expenses														
Security Personnel		8,717.16	8,803.95	10,892.67	9,076.26	8,968.53	8,977.51	11,057.29						
Attendant/Cashier Labor		9,969.48	11,144.88	11,121.45	15,339.98	13,878.39	11,090.22	13,979.92						
Landscape Maintenance		216.67	216.67	216.67	216.67	216.67	216.67	216.67						
FP&L		1,518.75	1,481.39	1,695.81	2,294.82	2,237.17	1,981.10	2,030.83						
Revenue Control Equipment Maintenance		1,891.66	1,891.66	2,367.04	1,891.66	1,891.66	2,096.01	1,891.66						
Elevator Maintenance		170.00	170.00	170.00	323.00	3,557.00	170.00	170.00						
Armed Guard Revenue Pickup		433.00	433.00	433.00	433.00	433.00	433.00	433.00						
Garage Cleaning/Maintenance		1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00						
	13th St. - 17A EXPENSES	24,437.72	25,662.55	28,417.64	31,096.39	32,703.42	26,485.51	31,300.37	0.00	0.00	0.00	0.00	0.00	0.00
	13th St. -17A PROFIT/(LOSS)	28,630.71	38,910.37	35,007.01	39,716.33	35,455.64	51,285.00	43,472.35	0.00	0.00	0.00	0.00	0.00	0.00

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LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
13th Street Garage - 17A														
Revenue-Ticket	480-8000-344566	40,924.28	49,370.08	49,987.85	61,116.83	59,138.34	71,978.42	65,391.58	60,814.97	54,936.46	69,607.42	62,914.05	51,280.37	697,460.65
Revenue-Monthly Permits	480-8000-344527	8,400.00	8,340.00	8,640.00	8,520.00	8,520.00	8,460.00	8,160.00	7,800.00	8,040.00	7,620.00	8,460.00	9,180.00	100,140.00
	13th St. - 17A REVENUE (Sales Tax Excluded)	49,324.28	57,710.08	58,627.85	69,636.83	67,658.34	80,438.42	73,551.58	68,614.97	62,976.46	77,227.42	71,374.05	60,460.37	797,600.65
Expenses														
Security Personnel		12,276.14	9,837.48	9,843.61	12,865.09	9,914.16	9,886.55	10,960.18	9,623.90	10,024.88	12,155.54	9,498.20	9,333.62	126,219.35
Attendant/Cashier Labor		15,477.93	15,299.85	15,169.47	24,685.51	20,272.64	16,504.59	13,862.76	11,970.10	11,178.06	11,195.64	13,992.22	14,091.26	183,700.03
Landscape Maintenance		420.67	519.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	3,107.04
FP&L		1,404.98	1,372.89	1,419.60	1,694.00	1,531.15	1,627.45	1,474.46	1,362.55	1,602.03	1,607.35	1,495.92	1,580.15	18,172.53
Revenue Control Equipment Maintenance		750.00	750.00	750.00	750.00	750.00	750.00	750.00	3,516.66	3,516.66	1,650.00	1,891.66	1,891.66	17,716.64
Elevator Maintenance		680.13	170.00	170.00	170.00	170.00	170.00	374.00	170.00	170.00	170.00	1,655.00	170.00	4,239.13
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	433.00	433.00	433.00	5,079.00
Garage Cleaning/Maintenance		1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	1,521.00	18,252.00
	13th St. - 17A EXPENSES	32,950.85	29,890.89	29,510.35	42,322.27	34,795.62	31,096.26	29,579.07	28,800.88	28,649.30	28,949.20	30,703.67	29,237.36	376,485.72
	13th St. -17A PROFIT/(LOSS)	16,373.43	27,819.19	29,117.50	27,314.56	32,862.72	49,342.16	43,972.51	39,814.09	34,327.16	48,278.22	40,670.38	31,223.01	421,114.93

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
13th Street Garage - 17A

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
13th Street Garage - 17A														
Revenue-Ticket	480-8000-344566	48,388.34	47,130.86	40,100.44	50,649.52	53,792.55	66,648.56	57,641.13	54,078.51	46,663.54	54,472.86	31,909.35	14,673.84	566,149.50
Revenue-Monthly Permits	480-8000-344527	7,740.00	7,680.00	8,520.00	8,100.00	8,580.00	8,280.00	7,500.00	8,460.00	9,120.00	9,120.00	8,340.00	8,400.00	99,840.00
	13th St. - 17A REVENUE (Sales Tax Excluded)	56,128.34	54,810.86	48,620.44	58,749.52	62,372.55	74,928.56	65,141.13	62,538.51	55,783.54	63,592.86	40,249.35	23,073.84	665,989.50
Expenses														
Security Personnel		9,865.08	10,533.80	10,736.25	8,648.94	9,770.00	9,855.68	9,779.19	12,638.10	9,865.08	9,993.91	12,346.69	8,122.74	122,155.46
Attendant/Cashier Labor		15,303.89	15,397.71	15,269.80	15,170.25	15,470.86	15,516.07	15,327.27	15,273.85	15,144.77	15,186.57	18,836.90	16,921.34	188,819.28
Landscape Maintenance		216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	935.67	216.67	3,319.04
FP&L		1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	16,859.76
Revenue Control Equipment Maintenance		0.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	8,250.00
Elevator Maintenance		737.00	312.00	312.00	312.00	312.00	312.00	170.00	467.18	170.00	279.60	170.00	170.00	3,723.78
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	5,040.00
Garage Cleaning/Maintenance		1,450.00	1,450.00	1,483.00	1,450.00	1,450.00	1,483.00	1,318.00	1,318.00	1,483.00	1,318.00	1,450.00	1,521.00	17,174.00
	13th St. - 17A EXPENSES	29,397.62	30,485.16	30,592.70	28,372.84	29,794.51	29,958.40	29,386.11	32,488.78	29,454.50	29,569.73	36,314.24	29,526.73	365,341.32
	13th St. -17A PROFIT/(LOSS)	26,730.72	24,325.70	18,027.74	30,376.68	32,578.04	44,970.16	35,755.02	30,049.73	26,329.04	34,023.13	3,935.11	(6,452.89)	300,648.18

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LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
13th Street Garage - 17A														
Revenue-Ticket	480-8000-344566	44,400.00	45,402.69	45,391.52	51,063.89	53,442.14	67,925.37	52,972.45	49,388.78	43,317.00	47,741.10	52,219.62	39,794.83	593,059.39
Revenue-Monthly Permits	480-8000-344527	8,280.00	8,640.00	8,100.00	7,320.00	7,380.00	7,620.00	7,860.00	8,520.00	8,580.00	8,280.00	7,800.00	7,800.00	96,180.00
	13th St. - 17A REVENUE (Sales Tax Excluded)	52,680.00	54,042.69	53,491.52	58,383.89	60,822.14	75,545.37	60,832.45	57,908.78	51,897.00	56,021.10	60,019.62	47,594.83	689,239.39
Expenses														
Security Personnel		10,242.93	10,602.13	10,541.72	13,658.91	10,514.70	10,220.71	12,820.10	10,737.48	12,861.21	10,423.37	13,306.82	10,177.97	136,108.05
Attendant/Cashier Labor		14,601.28	21,909.69	14,624.04	15,326.91	14,675.83	14,744.77	14,598.18	14,460.50	21,779.99	14,556.50	14,996.27	15,185.54	191,459.50
Landscape Maintenance		216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	2,600.04
FP&L		1,150.96	1,172.72	1,276.13	1,245.87	2,179.24	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	16,859.78
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	239.00	0.00	30.00	0.00	0.00	269.00
Elevator Maintenance		304.00	304.00	304.00	304.00	304.00	304.00	0.00	0.00	0.00	312.00	624.00	3,139.50	5,899.50
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Garage Cleaning/Maintenance		1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,450.00	1,598.50	1,450.00	1,450.00	1,483.00	17,812.50
	13th St. - 17A EXPENSES	28,516.02	36,205.39	28,962.74	32,752.54	29,890.62	28,891.31	31,040.11	29,025.81	38,378.53	28,848.52	32,523.74	32,027.66	377,062.99
	13th St. -17A PROFIT/(LOSS)	24,163.98	17,837.30	24,528.78	25,631.35	30,931.52	46,654.06	29,792.34	28,882.97	13,518.47	27,172.58	27,495.88	15,567.17	312,176.40

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
16th Street - Anchor Garage

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
16th Street - Anchor Garage														
Revenue-Ticket	463-8000-344911	62,084.76	107,397.19	105,778.72	128,385.44	132,251.10	209,570.60	146,494.13						891,961.94
Revenue - Valet	463-8000-344587	15,662.60	24,927.56	28,053.73	19,372.43	34,905.15	17,281.80	20,654.81						160,858.08
Revenue-Monthly Permits	463-8000-344903	38,492.00	35,700.00	36,139.71	33,750.00	35,350.00	36,700.00	39,600.00						255,731.71
	16th St. Anchor - REVENUE (Sales Tax Excluded)	116,239.36	168,024.75	169,972.16	181,507.87	202,506.25	263,552.40	206,748.94	0.00	0.00	0.00	0.00	0.00	1,308,551.73
Expenses														
Security Personnel		7,074.27	7,538.12	9,381.49	7,660.80	8,043.85	7,633.87	9,462.30						56,794.70
Attendant/Cashier Labor		18,369.78	21,885.48	21,770.94	28,231.48	22,408.54	23,193.23	27,927.29						163,786.74
FP&L		3,322.03	3,980.87	5,229.08	4,858.47	4,835.47	4,654.90	4,762.44						31,643.26
Revenue Control Equipment Maintanance		775.00	775.00	1,182.48	1,125.82	775.00	1,602.35	775.00						7,010.65
Armed Guard Revenue Pickup		433.00	433.00	433.00	433.00	433.00	433.00	433.00						3,031.00
Elevator Maintenance		1,180.64	1,180.64	1,180.64	1,180.64	1,754.04	1,180.64	1,180.64						8,837.88
Landscape and Lot Maintenance		152.00	152.00	152.00	152.00	152.00	152.00	152.00						1,064.00
Garage Cleaning/Maintenance		9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00						64,694.00
Sanitation (Waste Removal)		179.01	179.01	179.01	179.01	179.01	179.01	179.01						1,253.07
Fire Alarm Service		250.00	250.00	250.00	250.00	250.00	250.00	1,666.96						3,166.96
	16th St. - Anchor EXPENSES	40,977.73	45,616.12	49,000.64	53,313.22	48,072.91	48,521.00	55,780.64	0.00	0.00	0.00	0.00	0.00	341,282.26
	16th St. PROFIT/(LOSS)	75,261.63	122,408.63	120,971.52	128,194.65	154,433.34	215,031.40	150,968.30	0.00	0.00	0.00	0.00	0.00	967,269.47

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LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
16th Street - Anchor Garage														
Revenue-Ticket	463-8000-344911	88,600.95	82,514.96	86,304.68	112,249.71	122,302.81	184,856.92	119,298.55	106,561.67	71,170.03	106,953.01	91,550.46	79,627.30	1,251,991.05
Revenue - Valet	463-8000-344587	20,704.68	21,289.74	22,289.72	15,603.28	29,600.94	14,369.16	21,817.28	25,678.51	19,607.94	34,423.36	36,415.88	27,615.87	289,416.36
Revenue-Monthly Permits	463-8000-344903	28,760.00	30,060.00	30,450.00	30,650.00	30,800.00	30,200.00	30,150.00	30,200.00	30,100.00	30,100.00	32,150.00	32,300.00	365,920.00
	16th St. Anchor - REVENUE (Sales Tax Excluded)	138,065.63	133,864.70	139,044.40	158,502.99	182,703.75	229,426.08	171,265.83	162,440.18	120,877.97	171,476.37	160,116.34	139,543.17	1,907,327.41
Expenses														
Security Personnel		15,377.39	12,631.97	12,484.73	15,631.96	12,668.78	12,530.75	13,631.98	11,987.96	12,248.30	15,061.26	11,030.36	10,324.14	155,609.58
Attendant/Cashier Labor		16,056.04	16,109.36	16,350.94	26,132.55	23,955.70	22,606.20	27,423.35	22,696.42	21,660.15	21,584.66	27,446.64	26,361.19	268,383.20
FP&L		4,138.44	4,138.44	3,384.80	3,942.83	4,252.58	2,711.52	3,239.29	3,610.07	4,015.70	3,844.35	4,232.00	3,789.76	45,299.78
Revenue Control Equipment Maintanance		775.00	775.00	775.00	775.00	775.00	775.00	775.00	1,025.00	825.00	825.00	775.00	775.00	9,650.00
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	433.00	433.00	433.00	5,079.00
Elevator Maintenance		1,675.97	1,097.97	2,457.97	1,097.97	1,442.97	1,097.97	1,097.97	1,097.97	1,097.97	1,180.64	1,180.64	1,180.64	15,706.65
Landscape and Lot Maintenance		152.00	190.00	190.00	152.00	152.00	152.00	152.00	152.00	152.00	153.00	152.00	152.00	1,901.00
Garage Cleaning/Maintenance		9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	110,904.00
Sanitation (Waste Removal)		179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	2,148.12
Fire Alarm Service		250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
	16th St. - Anchor EXPENSES	48,265.85	45,033.75	45,734.45	57,823.32	53,338.04	49,964.45	56,410.60	50,660.43	50,090.13	52,752.92	54,920.65	52,686.74	617,681.33
	16th St. PROFIT/(LOSS)	89,799.78	88,830.95	93,309.95	100,679.67	129,365.71	179,461.63	114,855.23	111,779.75	70,787.84	118,723.45	105,195.69	86,856.43	1,289,646.08

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
16th Street - Anchor Garage

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
16th Street - Anchor Garage														
Revenue-Ticket	463-8000-344911	76,425.24	85,206.68	86,298.69	94,582.18	118,038.51	164,273.90	101,423.32	99,099.99	74,747.67	100,624.29	100,280.84	42,528.02	1,143,529.33
Revenue - Valet	463-8000-344587	20,015.89	20,326.63	26,858.41	14,436.45	37,707.01	20,244.86	13,807.94	20,236.91	21,732.25	28,007.48	37,609.35	3,287.38	264,270.56
Revenue-Monthly Permits	463-8000-344903	26,750.00	28,200.00	23,050.00	23,550.00	28,100.00	29,494.86	28,300.00	28,200.00	29,100.00	28,250.00	27,800.00	27,550.00	328,344.86
	16th St. Anchor - REVENUE (Sales Tax Excluded)	123,191.13	133,733.31	136,207.10	132,568.63	183,845.52	214,013.62	143,531.26	147,536.90	125,579.92	156,881.77	165,690.19	73,365.40	1,736,144.75
Expenses														
Security Personnel		12,428.89	10,171.83	13,395.77	13,665.72	9,837.47	13,607.43	13,622.77	17,009.29	15,641.13	13,312.95	16,536.88	10,164.07	159,394.20
Attendant/Cashier Labor		15,887.24	16,050.82	15,831.23	16,378.83	16,584.62	17,423.33	16,028.61	16,430.45	16,116.40	16,122.14	15,889.24	17,947.67	196,690.58
FP&L		3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	45,600.00
Revenue Control Equipment Maintanance		775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	1,450.00	775.00	775.00	9,975.00
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	5,040.00
Elevator Maintenance		1,278.82	1,743.82	155.00	1,015.32	1,015.32	1,015.32	1,015.32	1,097.97	1,206.47	1,097.97	4,787.13	1,097.97	16,526.43
Landscape and Lot Maintenance		164.67	152.00	164.67	164.67	164.67	164.67	164.67	152.00	152.00	152.00	190.00	152.00	1,938.02
Garage Cleaning/Maintenance		2,924.40	2,924.00	2,924.00	2,924.00	2,924.00	2,924.00	22,325.40	4,869.00	4,864.00	4,864.00	4,864.00	4,864.00	64,194.80
Sanitation (Waste Removal)		171.64	171.64	171.43	181.96	181.96	174.34	171.64	179.01	179.01	179.04	179.01	179.01	2,119.69
Fire Alarm Service		250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	346.30	250.00	250.00	250.00	3,096.30
	16th St. - Anchor EXPENSES	38,100.66	36,459.11	37,887.10	39,575.50	35,953.04	40,554.09	58,573.41	44,982.72	43,500.31	41,648.10	47,691.26	39,649.72	504,575.02
	16th St. PROFIT/(LOSS)	85,090.47	97,274.20	98,320.00	92,993.13	147,892.48	173,459.53	84,957.85	102,554.18	82,079.61	115,233.67	117,998.93	33,715.68	1,231,569.73

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5/23/2006

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
42nd Street Garage - 8A

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
42nd Street Garage - 8A														
Revenue-Ticket	480-8000-344531	2,768.78	3,349.52	3,380.38	3,394.39	8,219.60	3,494.40	2,866.34						27,473.41
Revenue-Monthly Permits	480-8000-344595	28,980.00	28,740.00	28,980.00	26,100.00	26,040.00	25,440.00	25,680.00						189,960.00
	42nd St. - 8A REVENUE (Sales Tax Excluded)	31,748.78	32,089.52	32,360.38	29,494.39	34,259.60	28,934.40	28,546.34	0.00	0.00	0.00	0.00	0.00	217,433.41
Expenses														
Security Personnel		5,111.19	5,518.17	6,846.84	5,338.62	5,440.37	5,449.34	7,187.99						40,892.52
Attendant/Cashier Labor		3,549.80	4,015.15	4,426.41	5,966.80	6,370.85	4,430.02	5,490.61						34,249.64
FP&L		1,870.01	1,705.27	1,982.44	1,864.78	2,127.01	2,035.71	2,430.65						14,015.87
Revenue Control Equipment Maintenance		1,891.66	1,891.66	2,367.05	1,995.91	1,891.66	2,096.01	1,891.66						14,025.61
Elevator Maintenance		430.00	430.00	430.00	1,153.27	973.45	1,642.40	430.00						5,489.12
Landscape Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
Garage Cleaning/Maintenance		3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00						23,744.00
	42nd St. - 8A EXPENSES	16,244.66	16,952.25	19,444.73	19,711.38	20,195.34	19,045.48	20,822.91	0.00	0.00	0.00	0.00	0.00	132,416.76
	42nd St. PROFIT/(LOSS)	15,504.12	15,137.27	12,915.65	9,783.01	14,064.26	9,888.92	7,723.43	0.00	0.00	0.00	0.00	0.00	85,016.65

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
42nd Street Garage - 8A														
Revenue-Ticket	480-8000-344531	2,996.27	3,087.87	2,986.91	3,523.36	5,580.37	3,684.11	3,179.44	3,264.48	2,909.35	3,046.75	5,699.53	6,316.84	46,275.28
Revenue-Monthly Permits	480-8000-344595	34,020.00	33,360.00	33,720.00	33,720.00	33,720.00	24,720.00	25,020.00	25,680.00	25,860.00	25,740.00	25,680.00	25,740.00	346,980.00
	42nd St. - 8A REVENUE (Sales Tax Excluded)	37,016.27	36,447.87	36,706.91	37,243.36	39,300.37	28,404.11	28,199.44	28,944.48	28,769.35	28,786.75	31,379.53	32,056.84	393,255.28
Expenses														
Security Personnel		10,306.80	8,245.44	8,214.77	10,306.80	8,217.83	8,245.44	8,156.48	7,960.05	8,043.84	10,054.80	6,008.94	13,747.56	107,508.75
Attendant/Cashier Labor		3,215.99	3,061.85	3,176.80	5,232.69	5,826.12	4,422.79	5,523.08	5,202.01	4,404.76	4,188.31	5,339.12	5,028.86	54,622.38
FP&L		1,805.96	1,982.13	1,927.13	1,725.18	1,964.05	1,820.02	1,856.45	1,527.52	1,861.10	1,967.00	2,081.77	2,042.89	22,561.20
Revenue Control Equipment Maintenance		0.00	110.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,891.66	3,724.66	5,726.32
Elevator Maintenance		1,819.16	430.00	430.00	430.00	430.00	430.00	430.00	430.00	430.00	430.00	591.48	430.00	6,710.64
Landscape Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Garage Cleaning/Maintenance		3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	40,704.00
	42nd St. - 8A EXPENSES	20,539.91	17,221.42	17,140.70	21,086.67	19,830.00	18,310.25	19,358.01	18,511.58	18,131.70	20,032.11	19,304.97	28,365.97	237,833.29
	42nd St. PROFIT/(LOSS)	16,476.36	19,226.45	19,566.21	16,156.69	19,470.37	10,093.86	8,841.43	10,432.90	10,637.65	8,754.64	12,074.56	3,690.87	155,421.99

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5/25/2006

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
42nd Street Garage - 8A

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
42nd Street Garage - 8A														
Revenue-Ticket	480-8000-344531	3,350.48	2,763.56	3,415.88	3,842.04	10,966.37	3,644.84	3,200.92	4,165.41	3,907.46	3,619.65	3,802.80	2,752.32	49,431.73
Revenue-Monthly Permits	480-8000-344595	34,620.00	34,980.00	35,760.00	33,780.00	35,040.00	35,100.00	35,100.00	34,440.00	34,200.00	34,500.00	24,480.00	34,620.00	406,620.00
	42nd St. - 8A REVENUE (Sales Tax Excluded)	37,970.48	37,743.56	39,175.88	37,622.04	46,006.37	38,744.84	38,300.92	38,605.41	38,107.46	38,119.65	28,282.80	37,372.32	456,051.73
Expenses														
Security Personnel		8,206.59	8,797.59	9,113.55	8,728.04	9,214.77	8,245.44	8,245.44	10,306.80	8,245.44	8,245.44	10,294.53	7,251.57	104,895.20
Attendant/Cashier Labor		3,255.18	3,257.79	3,077.53	2,837.18	4,731.24	3,317.88	3,210.77	3,537.33	3,195.09	3,027.89	4,255.76	3,848.22	41,551.86
FP&L		1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	21,671.52
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Elevator Maintenance		536.00	536.00	536.00	536.00	536.00	536.00	430.00	1,190.80	430.00	430.00	430.00	430.00	6,556.80
Landscape Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	136.00	0.00	0.00	0.00	136.00
Garage Cleaning/Maintenance		1,796.50	1,780.00	1,796.50	1,796.50	1,763.50	1,796.50	1,780.00	1,780.00	1,796.50	1,837.75	1,796.50	3,392.00	23,112.25
	42nd St. - 8A EXPENSES	15,600.23	16,177.34	16,329.54	15,703.68	18,051.47	15,701.78	15,472.17	18,620.89	15,608.99	15,347.04	18,582.75	16,727.75	197,923.63
	42nd St. PROFIT/(LOSS)	22,370.25	21,566.22	22,846.34	21,918.36	27,954.90	23,043.06	22,828.75	19,984.52	22,498.47	22,772.61	9,700.05	20,644.57	258,128.10

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
42nd Street Garage - 8A														
Revenue-Ticket	480-8000-344531	2,068.55	1,661.97	1,616.89	2,474.77	6,040.17	2,375.90	2,602.80	3,376.65	2,976.64	2,871.04	2,828.05	2,622.43	33,515.86
Revenue-Monthly Permits	480-8000-344595	36,300.00	35,940.00	35,640.00	34,680.00	35,160.00	34,320.00	34,440.00	34,200.00	34,680.00	34,500.00	34,500.00	34,740.00	419,100.00
	42nd St. - 8A REVENUE (Sales Tax Excluded)	38,368.55	37,601.97	37,256.89	37,154.77	41,200.17	36,695.90	37,042.80	37,576.65	37,656.64	37,371.04	37,328.05	37,362.43	452,615.86
Expenses														
Security Personnel		10,877.14	8,244.21	8,143.74	10,305.98	8,690.43	8,230.10	10,989.83	8,988.60	11,395.97	9,140.34	11,484.72	8,883.48	115,374.54
Attendant/Cashier Labor		2,639.24	3,696.43	2,477.56	2,507.41	3,984.97	2,718.84	2,631.78	2,989.97	4,430.24	2,897.94	3,182.84	3,082.75	37,239.97
FP&L		1,539.31	1,459.55	1,341.18	1,510.98	3,178.78	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	21,671.52
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	217.50	-217.50	0.00	0.00	0.00	0.00	0.00
Elevator Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	536.00	536.00	536.00	536.00	536.00	536.00	3,216.00
Landscape Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	182.00	0.00	0.00	0.00	182.00
Garage Cleaning/Maintenance		1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,796.50	1,796.50	1,780.00	16,938.00
	42nd St. - 8A EXPENSES	16,340.69	14,685.19	13,247.48	15,609.37	17,139.18	14,039.90	17,466.07	15,388.03	19,635.17	16,176.74	18,806.02	16,088.19	194,622.03
	42nd St. PROFIT/(LOSS)	22,027.86	22,916.78	24,009.41	21,545.40	24,060.99	22,656.00	19,576.73	22,188.62	18,021.47	21,194.30	18,522.03	21,274.24	257,993.83

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5/25/2006

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **STATUS REPORT ON THE REHABILITATION OF THE EXISTING BUILDING AND CONSTRUCTION OF THE NEW FIRE STATION NO. 2.**

The improvements to Fire Station No. 2 include full historic renovation of the existing building (Building A) and construction of a new facility that will include three apparatus bays and living quarters for the station's fire crews, and an Emergency Operations Center (Building B).

Jasco Construction Company (Jasco) is the Construction Manager at Risk and STA Architectural Group (STA) is the architect/engineer (A/E). The Guaranteed Maximum Price (GMP) for the project is $8,096,580. The first Notice to Proceed for construction was issued on November 22, 2004. Construction and moving in of fire personnel into Building B was expected to require 15 months. Following this, renovation of Building A, and its conversion into administrative offices, will require an estimated 13 months to be substantially complete.

The exterior shell of Building B is 100% complete. Underground utilities installation and grade work at the site is well underway. Rough work on the interior plumbing, HVAC, electrical and fire suppression is ongoing. Framing of interior partitions is nearing completion. The finished roof surface is being installed. The exterior doors and windows are on site.

The construction is estimated to be at 80% completion, the work is progressing, and there are no major issues. The contractor has submitted a time-only change order request which is being reviewed. Building B is scheduled to reach Substantial Completion and be ready for occupancy during the third quarter of 2006.

JMG/TM/JEC/JCC/HKM

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Agenda Item C

Date 6-7-06

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **STATUS REPORT ON THE CONSTRUCTION OF FIRE STATION NO. 4**

Notice to Proceed for the construction of the Fire Station 4 project was issued on November 15, 2004. The Project is estimated to be approximately at 86% completion and Substantial Completion is set for July, 2006.

The building shell, as well as roofing work, has been completed. Storefront window structure installation is complete; glazing installation is in progress. Stucco work is in progress, scheduled to be completed upon installation of the glass windows. Paint will start two weeks after stucco is complete, with duration of one week. Site work is in progress; the contractor has graded the sloped entrance of the truck bays, and is in the process of re- grading the perimeters of the building. Landscape, planting of large trees and irrigation rough is in progress.

All electrical interior work is complete, upon energizing of the building all systems will be tested for final inspection. The back-up power generator has been installed and the electrical subcontractor connected it to the building's switchgear; they have also pulled all branch circuits and are ready to install electrical devices and fixtures. FP&L is in the process of installing poles and transformers to energize the building. Installation of LP gas supply lines for the generator and the kitchen is in progress. Installation of gypsum board panels and wall insulation is in progress. Fire suppression systems (sprinklers), as well as the fire alarm system boxes and sensory components, are complete throughout the building. Plumbing rough work is complete and new water service connected. Once the walls and floors are finished, plumbing fixtures will be installed.

JMG/TM/JCM/JCC/AL

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Agenda Item D

Date 6-7-06

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **STATUS REPORT ON THE NORMANDY ISLE PARK AND POOL PROJECT**

POOL AREA

Construction work on the pool facility is approximately 82% complete. The prime contractor has shown good progress in advancing the project's structural components, including the pool deck, the multi-purpose room, pump house, exterior steps, the handicapped ramp and the application of stucco. All trades are making progress at all buildings; stucco has been completed at the office, concession stand, and restrooms building, and in progress at the multi- purpose building. Roofing work is in progress, in different phases. HVAC ductwork installation is in progress, as well as building insulation and interior partitions.

On-going activities with the other construction trades include the installation of the swimming pool tile and play equipment, pressure testing of the swimming pool piping, and the pulling of electrical wiring. Drainage well drilling to 95 ft. deep, 78 ft. with a steel casing is now complete. Demolition of the east parking area and sidewalks is finished and the contractor is installing the form work for the new curbs and gutters. FP&L has installed poles and transformers, providing permanent power service.

It is expected that the swimming pool facility will achieve substantial completion and TCO by mid to late August. Final completion and CO should be achieved by September, pending final punch list and inspection. It should be noted that the contractor has been working very diligently to accelerate construction of the project and is in compliance with the requirements of the construction contract.

PARK AREA

All work has been substantially completed, including the drainage system, perimeter fencing, interior sidewalks, electrical distribution lines, underground conduits and wiring for future sports lighting fixtures, and the multi-purpose courts. The contractor is in the process of installing the court striping and basketball backstops. The west parking area, sidewalk and pavement are also complete. The irrigation system has been completed and is being operated in manual mode, landscaping is nearly complete.

Agenda Item E

Date 6-7-06

With the exception of those items outside the original construction contract's scope of work, the park component work (excluding the soccer field) should be completed. The Building Dept. has already agreed that a partial CO could be issued under the project permit for just the park portion. Grading of the soccer field is in progress. Completion could be coordinated to coincide with the opening of the pool.

Following is an update on items that were not part of the park's construction contract scope of work:

- Additional work requested and/or being managed through the Parks and Recreation Department includes the repair of the hurricane-damaged pavilion roof. This work is in progress.

- Installation of new drinking fountains will be provided as part of the replacement of a water main line running north of the park. Replacement of the water supply line serving the adjacent apartments was added to the original scope of work as an additional Job Order. The signed and sealed plan required by Public Works has been completed and permitted, with completion anticipated by the end of June.

- Installation of a new tot lot is being procured through a City vendor, who has been provided with construction plans, for coordination purposes.

- As part of the project's final phase, the Parks and Recreation Department has requested a cost proposal from a sports illumination contractor for the design and installation of the lighting system for the sports courts, tot lot and soccer field. The vendor has been provided with construction plans, for coordination purposes.

- An existing 6-ft. high chain link fence on the north side of the Park, bordering the apartment buildings is not in good condition, and will not restrict access during the park's off-hours. City regulations will not allow its replacement with a similar fence. Should a decision be made to replace it with a picket fence using the same specifications as the park's perimeter fencing, (estimated cost: $100K), an additional two to three months would be required for its construction. Funding options are being identified.

JMG/TH/JCH/JCC/AL

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: June 7, 2006

SUBJECT: **INFORMATION REPORT TO THE MAYOR AND CITY COMMISSION, ON FEDERAL, STATE, MIAMI-DADE COUNTY, U.S. COMMUNITIES, AND ALL EXISTING CITY CONTRACTS FOR RENEWAL OR EXTENSIONS IN THE NEXT 180 DAYS.**

The City Commission adopted Resolution No. 2000-24141, which provided that all existing City contracts for renewal or extensions, which by their terms or pursuant to change orders exceed $10,000, and all extensions or renewals of such contracts, shall be presented as an informational report to the Mayor and City Commission, at least 180 days prior to the contract extension or renewal date. Subsequent thereto, the City Commission adopted Resolution No. 2001-24332, changing the reporting requirement from $10,000 to $25,000.

The Administration in addition to reporting on all existing City contracts, will now report information relative to Miami-Dade County, State of Florida, U.S. Communities and Federal GSA contracts that are approved for utilization by the City Manager. Pursuant to information contained in Miami-Dade County, State of Florida, U.S. Communities and Federal General Services Administration (GSA) bid list, the following are contracts that will expire within the next 180 days:

	DESCRIPTION	VENDOR	EXPIRATION DATE	RENEWAL TERMS
1.	Automotive Truck Parts & Accessories 1070-3/07-2	PAPCO Auto Parts South, Inc.	11/30/2006	(2) one year options to renew
2.	Automotive Truck Parts & Accessories 1070-3/07-2	W.W. Grainger, Inc.	11/30/2006	(2) one year options to renew
3.	Automotive Truck Parts & Accessories 1070-3/07-2	Tropical International, Inc.	11/30/2006	(2) one year options to renew

AGENDA ITEM F
DATE 6-7-06

4.	Automotive Truck Parts & Accessories 1070-3/07-2	NAPA Auto Part, Inc.	11/30/2006	(2) one year options to renew
5.	Automotive Truck Parts & Accessories 1070-3/07-2	Power Brake Exchange, Inc.	11/30/2006	(2) one year options to renew
6.	Automotive Truck Parts & Accessories 1070-3/07-2	Elios Auto Electric, Inc.	11/30/2006	(2) one year options to renew
7.	Maintenance, Repair and Operation (MRO) Supplies	Andrews Filter & Supply	11/13/2006	(2) one year options to renew
8.	Maintenance, Repair and Operation (MRO) Supplies	Marpan Supply	11/13/2006	(2) one year options to renew
9.	Maintenance, Repair and Operation (MRO) Supplies	Mayer Electric Supply	11/13/2006	(2) one year options to renew
10.	Maintenance, Repair and Operation (MRO) Supplies	Medical & Safety Solutions	11/13/2006	(2) one year options to renew
11.	Maintenance, Repair and Operation (MRO) Supplies	W & W Grainger	11/13/2006	(2) one year options to renew
12.	Inspection and Maintenance Service for Pump Control	Delta control Engineer, Inc.	11/25/2006	(2) one year option to renew

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Mayor & Commissioners

CC: Jorge Gonzalez, City Manager

FROM: Matti H. Bower, Commissioner

DATE: May 30, 2006

SUBJECT: For Your Information-Provided by the Performing Arts Center Trust

Attached please find the minutes of the March 28, 2006 PACT Board Meeting and the agenda for the May 30, 2006 Meeting.

MHB/lw

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2006 MAY 30 AM 11:
CITY MANAGER'S OFFICE
BY

Agenda Item G1
Date 6-7-06

Board of Directors Meeting Minutes
Performing Arts Center Trust
March 28, 2006
TEMPLE ISRAEL of GREATER MIAMI
137 NORTHEAST 19TH STREET
THE KAHN ROOM
8:30 AM

IN ATTENDANCE:
Matilde Aguirre
Stanley Arkin
Stu Blumberg
Roger Carlton
Sonia Dula
Mike Eidson
T. Willard Fair
Ruth Greenfield
Evelyn Greer
Matti Herrera-Bower
James Herron
Robert Ingram
Stanley Levine
Nancy Liebman
Florene Lithcutt-Nichols
Jay Pons
Antonio Roca
Carole Ann Taylor
Parker Thomson
Penny Thurer
Judy Weiser
David Wilson
Velia Yedra

ABSENT:
Ricky Arriola
Bill Armstrong
Dorothy Bendross-Mindingall
Oscar Braynon II
Sonia Burini
Susie Krajsa
Juan Loumiet
Mario Ernesto Sanchez
Rosa Sugrañes
Cindy Zilber

In Attendance – PACT
Michael Hardy
Daniel Alzuri
Keith Benjamín
Randy Breiter
Yadira Boada
John Burnett
Leah Davis
Humberto Echevers
Jarret Haynes
Kimba King
Elena LaMaide
Judy Litt
Emily Madison
Rita Martin
Al Milano
Yasmina Padron
Teresa Randolph
Phil Ribeiro
Valerie Riles Robinson
Dana Sorensen
Claudia Villar

In Attendance – Johnson Controls
Regis Burdier
William Hill
Rosa Rojas

OTHERS IN ATTENDANCE
Fred Stein – The Creative Group
Rem Cabrera – Miami-Dade County Department of Cultural Affairs
Donald Butler – Rachlin Cohen & Holtz LLP
Shaquita Rahming – Office of the Honorable Dorothy Bendross-Mindingall
Fred Tasker – The Miami Herald
Susie Valentine – Miami Today
Ron Austin – PACMO
Ola Aluko – PACMO
Roberto Espejo – Pelli Clarke Pelli Architects

The meeting was called to order by Parker Thomson, Chairman of the Board. Mr. Thomson introduced Donald Butler of Rachlin Cohen & Holtz.

Mr. Butler presented an overview of Sarbanes-Oxley and its implications as related to MPAC. Mr. Butler suggested that as the Center continues to expand its operations, the Board should implement practices and procedures that comply with Sarbanes-Oxley. Compliance need not be a daunting task if addressed methodically. Parker Thomson instructed the Finance Committee to report and present at the next Board meeting their suggestions on how Sarbanes-Oxley can be integrated into the Center's current policies and procedures.

Due to his recent appointment as a Miami-Dade County Assistant Count Manager, Roger Carlton announced his resignation from the PACT Board of Directors. Mr. Carlton expressed his gratitude to Mayors Alvarez and Penelas and to the members of the Board, for the opportunity to contribute to MPAC. Mr. Carlton pledged his continued participation in working towards solving the Center's parking issues. On behalf of the Board, Parker Thomson thanked Mr. Carlton for his exceptional commitment and support.

Michael Hardy introduced Fred Stein of The Creative Group. He has been retained as producer for the Opening Gala. Mr. Stein outlined the activities planned for the opening celebration scheduled for October 2006.

Consent Agenda
Stu Blumberg made a motion to accept the Consent Agenda as presented and Matti Herrera-Bower seconded the motion. The motion passed unanimously.

Parker Thomson informed the Board that the Board of County Commissioners (BCC) invoked a four-day rule on all MPAC items that were on its March 23, 2006, agenda. Mr. Thomson took responsibility for the Board's ineffective and delayed response in providing Commissioners with clarifications of the By-laws and Operating Agreement. The items will go before the BCC again at the April 25, 2006, meeting. Mr. Thomson asked all Board members appointed by Commissioners to meet with their appointing parties and to address their concerns regarding the agenda items. Mr. Thomson and Michael Hardy will be available to accompany Board members on their visits.

Construction Committee Report
Stanley Arkin informed Board members that the CRA's streetscape project surrounding the Center is well underway. Various street closures due to roadway construction are making it difficult to access the site. The construction team is still expecting to obtain the Center's TCO in August 2006.

President's Report

Michael Hardy requested that new staff introduce themselves. New staff members present were: Daniel Alzuri, Technical Director; Keith Benjamin, Staff Accountant; Randy Breiter, Payroll Clerk; John Burnett, CFO; Leah Davis, Show Marketing Manager; Humberto Echevers, Subscription Manager; Elena LaMaide, Receptionist; Emily Madison, Grant Writer; Rita Martin, Education and Outreach Administrative Assistant; Yasmina Padron, Graphic Designer; Phil Ribeiro, Database and Application Administrator; Dana Sorensen, Assistant Box Office Manager; Claudia Villar, Marketing Administrative Assistant.

Dr. Hardy's reported the following:

- A comprehensive Board resource manual has been distributed to all Board members.
- Stagehand negotiations with IATSE representatives will resume this week. All meetings will be held in MPAC's administrative office.
- An International Advisory Committee has been created to facilitate international programming initiatives. This non-Board committee will be chaired by Ambassador Luis Lauredo. The committee will consists of five to seven members with strong international credentials who will serve as MPAC ambassadors.
- Administrative offices are scheduled to move into the new building in June 2006.
- A General Counsel is expected to join the staff of the Trust soon. He/she will be introduced at the next Board meeting.
- Ticket sales are going well.
- Trust and Miami-Dade County staff are working to refine the FY2006-2007 budget.
- MPAC staff is working on a 2006-2007 business plan. A draft of the business plan will be distributed to members before the next Board meeting. Two study sessions (one evening and one morning) will be scheduled to give Board members an opportunity to meet and discuss the plan with MPAC division heads. Personal appointments will be arranged for anyone unable to attend one of the scheduled dates.

On behalf of the Trust, Dr. Hardy congratulated Antonio Roca and his wife on the birth of their first son.

Action Items

Stu Blumberg made a motion to approve the resolution naming the Parker Thomson Plaza and the Sherwood M. Weiser Auditorium in the Carnival Concert Hall. Dr. Robert Ingram seconded and the motion passed unanimously.

Stu Blumberg proposed a change to the Operating Policy that would appoint the Center's President the seventh voting member of the Management Committee. Parker Thomson instructed the members of the Management Committee to consider this request.

Stu Blumberg made a motion to approve the 2005 Audit Report. Stanley Levine seconded and the motion passed unanimously.

Stanley Levine made a motion to approve the 2007-2008 Ballet Opera House and Concert Hall schedules. The schedules have been approved by the Management Committee and the Resident Company Steering Committee. The motion was seconded by Matti Herrera-Bower and carried unanimously.

Stanley Levine made a motion to accept the booking policy changes. Jay Pons seconded and the motion passed unanimously.

Ruth Greenfield made a motion to re-appoint Inner City Children's Touring Dance Company and Teatro Avante as the Board's African-American artistic organization and Hispanic-American artistic organization, respectively. Jay Pons seconded and the motion passed unanimously.

Michael Hardy reviewed the following list of items approved by the Executive Committee with members.

- Approval of a purchase in the amount up to $644,875 for lighting fixtures and equipment from Miami Stagecraft for the Ballet Opera House

- Approval of a purchase in the amount up to $756,206 for lighting fixtures and equipment from PRG Orlando for the Concert Hall

- Authorization of the President to approve at his discretion the purchase of lighting fixtures and equipment in the amount up to $120,000 for the Studio Theater (Approved March 7, 2006)

- Approval of the purchase of voice/data equipment from BellSouth in the amount up to $680,800 (Approved March 7, 2006)

- Approval of a Letter of Intent with Opera Glass Networks committing $100,000 for a feasibility stu (Approved March 7, 2006)

- Approval of Amendment Number Five to the Operating Management Agreement and the Cooperat Agreement (Approved March 20, 2006)

- Approval of the Security Policy Statement (approved March 20, 2006). Dr. Hardy reported that conversatior have commenced with Miami-Dade County Police and a comprehensive security plan will be complete by t end of April 2006.

The following informational items were also reviewed by Dr. Hardy:

- A waiver of the competitive bidding process for legal services relating to the Brazilian programming initiative

- Interpretations of the Center's official Operating Policies that will be in effect until June 1, 2008. The interpretation includes clarification to Policy Clause C "Ancillary Spaces" and Policy Clauses J and K regarding collective bargaining and stagehands

Governance & Nominating Committee Report

Jim Herron informed the members of the recent formation of two sub-committees within the Governance & Nominating Committee. The Nominating subcommittee will facilitate Board appointments and the Governance subcommittee will oversee governance issues such as Board performance and evaluation, chairman succession issues, etc.

Jay Pons suggested that in the future, the Trust should place Board vacancy ads in both El Nuevo Herald and Diario Las Americas.

MPAC Parking Agreements

Antonio Roca reported that Miami Parking Authority (MPA) has met with Jarret Haynes to discuss parking lots surrounding MPAC. The MPA will manage manpower and revenue generated by those surface lots. MPAC will sell parking in advance in conjunction with tickets to performances. Pre-sold parking guarantees a place in a particular lot but does not and is not intended to reserve a specific parking space. Lots are being inventoried to determine which lots are best suited for valet parking services.

Meeting adjourned at 10:08

Reported by: Yadira E. Boada
Assistant to the President/CEO

MIAMI PERFORMING ARTS CENTER

PACT BOARD MEETING
Tuesday, May 30, 2006
Temple Israel
137 Northeast 19 Street
8:30 AM

I. Consent Agenda

1. Request for Excused Absences
2. Approval of Minutes from March 28, 2006
3. Approval of Purchasing Report
4. Acceptance of February and March 2006 Financial Statements

II. President's Report

III. PACT Committee Reports

A. Finance Committee Report

1. Sarbanes-Oxley Update

B. Executive Committee Report

Action item to be approved by Board

- Motion to approve amended Articles of Incorporation and Bylaws.
- Motion to approve 2006-2007 Business Plan.
- Motion to approve a purchase in the amount of up to $220,070 for the purchase and installation of office furniture and related equipment from Workscapes, as presented to the Executive Committee on May 22 (Source of Funds: FF&E Budget).
- Motion to approve a change order to the agreement with Johnson Controls, Inc. for the continuation of initial staffing and commissioning activities through September 30, 2006, in the amount of $607,118.04, as presented to the Executive Committee on May 22. (Source of Funds: PACT Operating Budget)
- Motion to approve the purchase in the amount of $172,268.79 for Yamaha pianos and related equipment from Piano Music Center in accordance with an agreement dated February 21, 2006 (Source of Funds: FF&E Budget).

TURN OVER FOR ADDITIONAL AGENDA ITEMS

Information Item

- Waiver of competitive bidding for loose seating chairs in the boxes of both the Ballet Opera House and Concert Hall.

C. Construction Committee Report

D. Urban Development Committee Report

E. New Business Task Force Report

IV. Other Reports

A. Department of Cultural Affairs

B. PACT Board Members

V. Other Business

TURN OVER FOR ADDITIONAL AGENDA ITEMS

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