City of Miami Beach - City Commission Meeting
Commission Chambers, 3rd Floor, City Hall
1700 Convention Center Drive
September 10, 2003

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

City Manager Jorge M. Gonzalez
City Attorney Murray H. Dubbin
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 14 Of The City Of Miami Beach Code By Amending Division 2 Thereof Entitled "Permit Fees," And By Amending Appendix A Entitled "Fee Schedule," By Amending Sections 14-61 Through 14-70 Entitled "Division 2. Permit Fees," Providing For An Increase In Permit And Inspection Fees Effective October 1, 2003 For Building, Plumbing, Electrical And Mechanical Work And For Other Building Department Activities; Providing For Repealer, Severability, Codification And An Effective Date. **11:30 A.M. Second Reading, Public Hearing** (Page 261)
(Building Department)
(First Reading On July 2, 2003)

R5B An Ordinance Amending Ordinance No. 1605 As Amended, Being The Unclassified Employees Salary Ordinance; By Amending The Titles Of The Classifications Of First Assistant City Attorney To Assistant City Attorney And Assistant City Attorney II To Assistant City Attorney (II); Abolishing The Titles Of The Classifications Of Assistant City Attorney I And Senior Assistant City Attorney; Correcting The Public Record By Deleting Certain Lines; And Providing For Repealer, Severability, Effective Date, And Codification. **10:50 A.M. Second Reading, Public Hearing.** (Page 298)
(City Attorney's Office)
(First Reading On July 30, 2003)

R5C An Ordinance Amending Section 106-346, Entitled "Definitions", Of Miami Beach City Code Article VIII, Entitled "Parades", Of Miami Beach City Code Chapter 106, Entitled "Traffic And Vehicles"; "Defining Demonstration, Rally, Picket Line; Creating Miami Beach City Code Section 106-375, To Be Entitled "Prohibited Activities" Of City Code Article VIII, Entitled "Parades", Of Miami Beach City Code Chapter 106, Entitled "Traffic And Vehicles"; Establishing Regulations Concerning Parades And Demonstrations; Prohibiting Certain Activities At Parades, Demonstrations, Rallies, Picket Lines And Parades In Public Places In The City, Providing For Repealer, Severability, Codification And Effective Date. **First Reading.** (Page 310)
(Economic Development/Police Department)

R5D Revisions To The Parking Lots Or Regulations On Certain Lots (Ocean Drive)
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, By Amending Chapter 142, "Zoning Districts And Regulations" Of The Code Of The City Of Miami Beach, Florida, By Amending Section 142-1107, "Parking Lots Or Garages On Certain Lots" By Providing That Vacant Lots Fronting Ocean Drive That Existed As Of January 1, 1999 May Be Used For Provisional Or Temporary Parking Lots As Provided For In Sections 130-70 And 130-71 Of The Miami Beach City Code; Providing For Repealer, Codification, Severability And Effective Date.
10:30 A.M. First Reading, Public Hearing (Page 321)
(Planning Department)
(Continued From June 11, 2003)

R5E Comprehensive Plan Amendment - Round #03-2
An Ordinance 1) Amending The Future Land Use Map Of The Comprehensive Plan By Changing The Future Land Use Category For A Parcel Of Unplatted Land Of Approximately 5.6 +/- Acres On Terminal Island, Located South Of The MacArthur Causeway, From The Current Land Use Category I-1, Light Industrial With A Floor Area Ratio (FAR) Of 1.0, To The Proposed Future Land Use Category Of "RM-PRD," Multifamily, Planned Residential Development With A Floor Area Ratio (FAR) Of 1.0; And 2) Amending Part II: Goals, Objectives And Policies Of The City Of Miami Beach Comprehensive Plan, By Amending Policy 4.2 Of Objective 4 "Hurricane Evacuation," Of The Future Land Use Element; By Amending Policy 1.2 Of Objective 1: "Port Facility Expansion" Of The "Ports, Aviation And Related Facilities" Element; Amending Policy 9.2 Of Objective 9, "Density Limits," Of The "Conservation/Coastal Zone Management," Element, In Order To Allow The Requested Future Land Use Category For The Subject Property; Directing Transmittals Of This Ordinance And All Applicable Documents To Affected Agencies. **5:01 P.M. First Reading, Public Hearing** (Page 330)
(Planning Department)
(Continued From May 21, 2003)

R5F Zoning Map Change And Land Development Regulations Amendment
An Ordinance Amending The Official Zoning District Map, Referenced In Section 142-72 Of The Code Of The City Of Miami Beach, Florida, By Changing The Zoning District Classification For A Parcel Of Unplatted Land Of Approximately 5.6 +/- Acres On Terminal Island, Located South Of The MacArthur Causeway From The Current I-1 Light Industrial, To The Proposed Zoning Classification RM-PRD3, Multifamily Planned Residential Development, With A Floor Area Ratio (FAR) Of 1.0; Amending Chapter 142 "Zoning Districts And Regulations," Amending Subdivision III. "RM-PRD Multifamily, Planned Residential Development District" By Adding Subdivision IIIB. "Development Regulations For RM-PRD3;" Providing For Codification, Repealer, Severability, And An Effective Date. **5:01 P.M. First Reading, Public Hearing.** (Page 351)
(Planning Department)
(Continued From May 21, 2003)

R5G An Ordinance Amending Chapter 142 "Land Development Regulations" Of The City Code, Division 7, CCC Civic And Convention Center District, Of The Land Development Regulations Of The City Code In Order To Allow Waivers Of Development Regulations By A Five-Sevenths Vote Of The City Commission For Developments Pertaining To Government-Owned Or Leased Buildings, Uses And Sites Which Are Wholly Used By, Open And Accessible To The General Public, Or Used By Not-For-Profit, Educational, Or Cultural Organizations, Or For Convention Center Hotels, Or Convention Center Hotel Accessory Garages, Or City Utilized Parking Lots, Provided They Are Continually Used For Such Purposes; And To Amend The Public Notice Requirements For Such Waivers, Providing For Codification, Repealer, Severability And Effective Date. **2:00 P.M. First Reading, Public Hearing**. (Page 370)

(Planning Department)
(Continued From July 30, 2003)

R5H An Ordinance Amending The Code Of The City Of Miami Beach, Florida, Section 142-107. "Development Regulations For The Altos Del Mar Historic District," Increasing The Maximum Square Footage That May Be Built In The RS-4 Zoning District Within The "Altos Del Mar" Local Historic District. Providing For Codification; Repealer; Severability; And An Effective Date. **First Reading.** (Page 379)

(Planning Department)

R5I An Ordinance Amending Chapter 122 Of The Miami Beach City Code Entitled "Concurrency Management," By Amending Section 122.8(d) Therein To Allow For The Adoption Of Programs Or Policies Allowing Exemptions From Transportation Concurrency Requirements For Small Businesses Which Impacts To The Existing Roadway Level Of Service Have Been Determined To Be Minor; Providing For Repealer, Codification, Severability And An Effective Date. **11:00 A.M. Second Reading, Public Hearing.** (Page 388)

(Public Works)
(First Reading On July 30, 2003)

R6 - Commission Committee Reports

R7 – Resolutions

R7A A Resolution Approving And Authorizing The Issuance Of RFQ No. 69-02/03 For Architectural, Engineering, Design And Construction Administration Services Needed To Plan, Design, And Construct A Multipurpose Parking Facility On The Current Site Of The City Hall Surface Parking Lot. (Page 395)

(Capital Improvements Projects)

R7B A Resolution Calling For A General Election To Be Held On November 4, 2003 In The City Of Miami Beach For The Purpose Of Electing A Mayor And Three City Commissioners (Group Numbers IV, V And VI); Providing For Conduct Of Same By The Miami-Dade County Elections Division; Providing That Voting Precincts Shall Be Those As Established By Miami-Dade County; Providing For Notice Of Elections; Providing For The Form Of Ballot And Registration Of Voters In Accordance With State Law; Providing For Payment For Conducting Election To Miami-Dade County. (Page 406)

(City Attorney's Office)

R7C Designation Of City Of Miami Beach Canvassing Board For November 4, 2003 General And Special Election. (Page 412)

(City Attorney's Office)

R7D A Resolution To Consider Naming A Proposed Fountain To Be Constructed And Located Within Collins Park, In Memory Of The Late Joseph Nevel. **10:40 A.M. First Reading, Public Hearing.** (Page 414) **Administratively Withdrawn**

(City Manager's Office)

R7E A Resolution Authorizing The Extension Of The Existing Management Services Agreement For The Miami Beach Convention Center And The Jackie Gleason Theater Of The Performing Arts Between The City And SMG, For A Period Not To Exceed 30 Days, Pending SMG Counsel's Review Of The New Negotiated Management Agreement, And Final Negotiation On SMG's Proposed Capital/Scholarship Contribution To The City. (Page 416)

(City Manager's Office)

R7F A Resolution Approving In Substantial Form, As Attached Hereto, On Second Public Reading, In Accordance With The Requirements Of Sections 163.3220 – 163.3243 Florida Statutes, Also Referred To As The Florida Local Government Development Agreement Act, A Development Agreement Between The City Of Miami Beach And The New World Symphony, A Not-For-Profit Florida Corporation, For The Design, Development And Construction Of The Surface Parking Lots, Bounded By 17th Street To The North, North Lincoln Lane To The South, Washington Avenue To The East And Pennsylvania Avenue To The West, For Construction Of An Approximately 50,000 Square Foot Educational, Performance And Internet Broadcast Facility With An Exterior Screen ("Soundspace"), And An Approximately 320-Space (+/-) Public Parking Garage Facility; Further Approving Said Development Agreement Subject To And Contingent Upon The Parties' Respective Bond Counsel's Review Of The Agreement And The Ground Lease Agreement Between The Parties, Said Review To Be On An Expedited Basis. **2:00 P.M. Second Reading, Public Hearing.** (Page 427)

(Economic Development)

R7G A Resolution Approving In Substantial Form, As Attached Hereto, Following A Duly Noticed Public Hearing, A Ground Lease Agreement Between The City Of Miami Beach And The New World Symphony, A Not-For-Profit Florida Corporation, For The Lease Of An Approximately 50,000 Square Foot Parcel Of Land, Currently Improved With A Surface Parking Lot, In An Area As Shall Be Determined By The Mayor And City Commission Following Approval Of A Project Design (As Said Term Is Defined In The Development Agreement Between The Parties), Bounded By 17th Street To The North, North Lincoln Lane To The South, Washington Avenue To The East And Pennsylvania Avenue To The West; And 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; Further Approving Said Ground Lease And The Development Agreement Between The Parties Subject To And Contingent Upon The Parties' Respective Bond Counsel's Review Of The Lease Agreement And The Development Agreement, Said Review To Be On An Expedited Basis. **2:00 P.M., Public Hearing.** (Page 524)

(Economic Development)

R7H A Resolution Authorizing The City Administration To Submit An Updated Beachfront Management Plan To The State Of Florida, As Required By The Beachfront Management Agreement By And Between The City Of Miami Beach And The State's Board Of Trustees Of The Internal Improvement Trust Fund. (Page 649)
(Economic Development)

R7I A Resolution Authorizing The City Manager Or His Designee To Submit Grant Applications For The Following Funds: 1) The Florida Department Of Community Affairs, For Operations Liberty Shield Funds; 2) The Florida Department Of Community Affairs, Division Of Emergency Management For Community Emergency Response Team (CERT) Training; 3) Florida Department Of Law Enforcement, Byrne Grant Funds For E-Ticketing Initiative; 4) Office Of The Governor, Drug-Free Communities Program For Drug Eradication Programs; 5) To The Miami-Dade County Office Of Americans With Disabilities Act Administration For A Miami Beach Public Awareness Program ; While Leveraging Previously Appropriated Grant Funds As Needed; Further Appropriating The Grants If Approved And Accepted By The City And Authorizing The Execution Of All Necessary Documents Related To These Applications. (Page 720)
(Grants Management)

R9 - New Business and Commission Requests

R9A Board and Committee Appointments. (Page 726)
(City Clerk's Office)

R9B(1) Dr. Stanley Sutnick Citizen's Forum. (1:30 p.m.) (Page 734)
R9B(2) Dr. Stanley Sutnick Citizen's Forum. (5:30 p.m.)

R9C A Resolution Authorizing The Administration To Videotape And Air On Channel 20 The Mayoral And Commission Candidate Presentations For The November 4, 2003 General Election. (Page736)
(City Clerk's Office)

R9D A Resolution Promoting Miami As The Natural Location For The Secretariat Of The Free Trade Area Of The Americas (FTAA). (Page 743)
(City Manager's Office)

R9E A Resolution Relating To Elections; Requesting The Miami-Dade County Manager Ensure That, Regardless Of Voting Systems And Technologies, There Is Produced A Paper Record Of Every Ballot Cast, As An Element Of Minimum Standards Of Integrity, Not Later Than The 2004 General Election Process, And Supporting The Proposed Miami-Dade County Resolution Requiring Full Compliance With The Help America Vote Act Of 2002 (HAVA); Providing An Effective Date. (Page 747)
(Requested By Commissioner Richard Steinberg)

R10 - City Attorney Reports

R10A Notice Of Closed Executive Session. (Page 752)
Pursuant to Section 286.011, Florida Statutes, a Closed Executive Session will be held during lunch recess of the City Commission meeting on September 10, 2003 in the City Manager's Large Conference Room, Fourth Floor, City Hall, to discuss settlement on the following cases:

Felix Equities, Inc. vs City of Miami Beach, United States Fidelity & Guaranty, a Foreign corporation, and St. Paul Fire & Marine Insurance Co. Eleventh Judicial Circuit, General Jurisdiction, Case No. 03-16109 CA 22

In re: Linc.Net, Inc., et al. United States Bankruptcy Court, Southern District of Florida, Miami Division. Chapter 11, Case Nos. 02-16987-BKC-RAM through 02-17003-BKC-RAM (Jointly Administered Under Case No. 02-16987-BKC-RAM).

Atlantic Civil, Inc., a Florida corporation, vs. Miami Beach Redevelopment Agency, vs. National Fire Insurance Company or Hartford and Kimley-Horn and Associates, Inc., vs. Kimley-Horn and Insurance Company Inc., vs. Hazen and Sawyer, P.C. Eleventh Judicial Circuit, General Jurisdiction, Case No. 01-23635 CA 09.

City of Miami Beach vs. United States Fidelity & Guaranty Company. Miami-Dade County Circuit Court Case No. 03-19303 CA 03

The following individuals will be in attendance: Mayor David Dermer; Members of the Commission: Matti H. Bower, Simon Cruz, Luis R. Garcia Jr., Saul Gross, Jose Smith and Richard Steinberg; City Attorney Murray H. Dubbin, City Manager Jorge Gonzalez, Assistant City Attorney Rhonda Hasan, and Special Counsel Steve Siegfried.

A Resolution Appropriating $_____ From The _____ Fund For Litigation Related Expenses For The Following Related Litigation: Felix Equities, Inc. V. City Of Miami Beach, United States Fidelity & Guaranty And St. Paul Fire & Marine Insurance Co., City Of Miami Beach, V. United States Fidelity & Guaranty Company And Miami Beach V. Linc. Net Inc., Et Al.

R10B Notice Of Closed Executive Session. (Page 756)
Pursuant to Section 286.011, Florida Statutes, Closed Executive Sessions will be held during lunch recess of the City Commission meeting on September 10, 2003 in the City Manager's Large Conference Room, Fourth Floor, City Hall, to discuss pending litigation on the following cases:

West Side Partners, Ltd., a Florida limited partnership; East Coastline Development, Ltd., a Florida limited partnership; 404 Investments, Ltd., a Florida limited partnership; Azure Coast Development, Ltd., a Florida limited partnership; Beachwalk Development Corporation, a Florida corporation; Portofino Real Estate Fund, Ltd., a Florida limited partnership; St. Tropez Real Estate Fund, Ltd., a Florida limited partnership; and Sun & Fun, Inc., a Florida corporation, vs. City of Miami Beach, a Florida municipal corporation. Eleventh Judicial Circuit, General Jurisdiction, Case No. 98-13274 CA-30.

East Coastline Development, Ltd., a Florida limited partnership vs. City of Miami Beach, a Florida municipal corporation. Circuit Court of the Eleventh Judicial Circuit of Florida, General Jurisdiction Division, Case No. 01-26231 CA 32 (removed to US Dist. Court, So. Dist. of Fla. Case No. 01-4921 CIV-MORENO)

East Coastline Development, Ltd., a Florida limited partnership, and Catherine F. Colonnese, a registered voter in the City of Miami Beach, Florida, vs. City of Miami Beach, a Florida municipal corporation. Circuit Court of the Eleventh Judicial Circuit of Florida, General Jurisdiction Division, Case No. 01-25812 CA 30 (on Appeal in Third District Court of Appeal Case No. 3DOI-3350)

The following individuals will be in attendance: Mayor David Dermer; Members of the Commission: Matti H. Bower, Simon Cruz, Luis R. Garcia Jr., Saul Gross, Jose Smith and Richard Steinberg; City Attorney Murray H. Dubbin, City Manager Jorge Gonzalez, Chief Deputy City Attorney Donald M. Papy, Deputy City Attorney Jean Olin, First Assistant City Attorney Debora Turner, First Assistant City Attorney Gary Held, Special Counsels Richard Ovelmen and Dan Paul.

Reports and Informational Items

A. Non-City Entities Represented By City Commission: (Page 759)
Miami-Dade Homeless Trust Board Meeting Minutes Of June 27, 2003.
(Requested By Commissioner Steinberg)

B. City Attorney's Status Report. (Page 767)
(City Attorney's Office)

C. Parking Status Report. (Page 771)
(Parking Department)

D. Status Report For The Rehabilitation Project Of Fire Station No. 4. (Page 809)
(Capital Improvement Projects)

E. Informational Report To The Mayor And City Commission, On Federal, State, Miami-Dade County, And All Existing City Contracts For Renewal Or Extensions In The Next 180 Days. (Page 843)
(Procurement)

End of Regular Agenda

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
http:\\ci.miami-beach.fl.us

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 CHANNEL 20, AND ARE AVAILABLE IN THE CITY CLERK'S OFFICE. COMMISSION MEETINGS COMMENCE AT 9:00 AM. 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 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.

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 which is - http://ci.miami-beach.fl.us.

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 items listed on the Agenda may call or come to City Hall, Office of the City Clerk, 1700 Convention Center Drive, telephone 673-7411, before 5:00 p.m. on the Tuesday 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, with the approval of the City Commission, 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 of <u>fifteen minutes total</u> allocated at the commencement of the Commission Meeting at 9:00 a.m. 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 and the City Commission. 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.

CITY OF MIAMI BEACH

2003 CITY COMMISSION AND REDEVELOPMENT AGENCY MEETINGS

January 8 (Wednesday)

February 5 (Wednesday) February 26 (Wednesday)

March 19 (Wednesday)

April 9 (Wednesday) April 30 (Wednesday)

May 21 (Wednesday)

June 11 (Wednesday)

July 2 (Wednesday) July 30 (Wednesday)

August City Commission is in recess

September 10 (Wednesday)

October 15 (Wednesday)

November 5 (Wednesday) November 19 (Wednesday)*
November 25 (Tuesday)

December 10 (Wednesday)

* If a runoff election is necessary

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Revised: January 3, 2003

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

An ordinance amending Chapter 14 of the City of Miami Beach Code by amending Division 2 thereof entitled "Permit Fees" and by amending Appendix A entitled "Fee Schedule" by amending Sections 14-61 through 14-70 entitled "Division 2. Permit Fees" providing for an increase for permit fees.

Issue:

Should the Mayor and City Commission adopt on second reading an amendment to increase permit fees by 15% while limiting and not increasing residential/homeowner permits fees, to make them comparable to other municipalities and the Miami-Dade County?

Item Summary/Recommendation:

Item to be open and continued for second reading on September 18, 2003.

Advisory Board Recommendation:

The Budget Advisory Board (BAC) approved the suggested increase on July 9 and 23, 2002.

The City's Finance and Citywide Projects Commission Committee, on May 12, 2003, directed the Administration to draft the amendment ordinance.

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Christina M. Cuervo/Phil Azan

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R5A

DATE 9-10-03

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez
City Manager

SECOND READING

Subject: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 14 OF THE CITY OF MIAMI BEACH CODE BY AMENDING DIVISION 2 THEREOF ENTITLED "PERMIT FEES", AND BY AMENDING APPENDIX A ENTITLED "FEE SCHEDULE", BY AMENDING SECTIONS 14-61 THROUGH 14-70 ENTITLED "DIVISION 2. PERMIT FEES", PROVIDING FOR AN INCREASE IN PERMIT AND INSPECTION FEES FOR BUILDING, PLUMBING, ELECTRICAL AND MECHANICAL WORK AND FOR OTHER BUILDING DEPARTMENT ACTIVITIES; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

The City Administration recommends that the City Commission open and continue for second reading on September 18, 2003.

ANALYSIS

On September 16, 1992, Ordinance No. 92-2796 was adopted, which amended Chapter 8 of the City of Miami Beach Code Section 8-3 entitled "Schedule of Permit Fees" providing for an increase of 30% in permit fees. Since the adoption of the said ordinance, for almost 11 years, there has been no increase in permit fees. Since the building permit fees have not been increased, the fees currently charged also have not been adjusted for inflation and do not reflect the increased personnel cost, and therefore, the full cost of services provided are not being recovered.

The Consumer Price Index (CPI) from September of 1992 to March 2003 presents a 32% increase. Separately, the City contracted with JRD & Associates, who has analyzed the building permit fees and compared them to similar fees charged by other municipalities and Miami-Dade County, and has recommended a 15% increase across the board, and where necessary, recommended additional increases to make fees comparable with other municipalities. A 15% increase would yield approximately $750,000 for each fiscal year, which would fund the total cost of services including indirect costs.

The Budget Advisory Committee (BAC) at their July 9, 2002 and July 23, 2002 meetings unanimously approved the suggested increase.

On May, 12, 2003, the City's Finance and Citywide Projects Committee discussed the consultant report and reviewed the Administration's recommendation to amend the building permit fee ordinance by, 1) increasing fees in order to recover the cost associated with providing the Building Department services; 2) maintain fees in line with what other comparable municipalities and Miami-Dade County are charging for like services; 3) to explore the capabilities of offering an online application.

The Administration has drafted an amendment ordinance to the building permit fees taking all the above recommendations into consideration, and with special consideration given to not increase fees for any owner-builder type of projects including remodeling and alteration of single-family homes and owner-occupied condominium units. Furthermore, the defined uses and the fee structure for the training and education surcharge on building permit fees provided for in the ordinance are also being amended to include funding for technology enhancements in the Building Department, including an on-line application processing.

On August 26, 2003, the City staff was given a demonstration of an internet permitting software by Accela, Inc. (the existing vendor for the City's permitting system), and the City staff made several recommendations for modifications to the software by the vendor as a precondition for procurement consideration. The administration has directed the Building and Information Technology Departments to explore the best available option to implement the internet permitting process, with consideration given to cost, number of potential users of the system and the timeline for implementation.

On September 3, 2003, the Building Department staff held an informative workshop with the development community and the construction industry representatives to advise of the ordinance changes and receive input and comments. The workshop was attended by representatives of the industry across the board including contractors, architects, engineers, developers and a representative from the Builders' Association of South Florida (BASF). During the workshop, power point presentation by the JRD & Associates on fee increase justification, demo of hand-held computers for inspectors by Ideas Integration, Inc. and demo of internet permitting by Information Technology Department were given. The overwhelming number of the attendees stated that they do not object the proposed fee increases, as long as all technology initiatives and enhancements are implemented.

JMG/CMC/PA/HD
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ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 14 OF THE CITY OF MIAMI BEACH CODE BY AMENDING DIVISION 2 THEREOF ENTITLED "PERMIT FEES", AND BY AMENDING APPENDIX A ENTITLED "FEE SCHEDULE", BY AMENDING SECTIONS 14-61 THROUGH 14-70 ENTITLED "DIVISION 2. PERMIT FEES", PROVIDING FOR AN INCREASE IN PERMIT AND INSPECTION FEES EFFECTIVE OCTOBER 1, 2003 FOR BUILDING, PLUMBING, ELECTRICAL AND MECHANICAL WORK AND FOR OTHER BUILDING DEPARTMENT ACTIVITIES; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach has not increased permit fees since September 16, 1992, and the cost associated with running the Building Department has increased significantly since that time; and

WHEREAS, the City's building consultant, JRD & Associates, Inc., has analyzed the City's permit fees and compared them to similar fees charged by other municipalities and Miami-Dade County and has recommended a 15% increase across the board and, where necessary, additional increases to make fees comparable with other municipalities; and

WHEREAS, the Budget Advisory Committee (BAC) at their July 9, 2002 and July 23, 2002 meetings unanimously approved the suggested increases; and

WHEREAS, on May 12, 2003, the City's Finance and Citywide Projects Committee directed the City Administration to draft an amendment to the building permit fee ordinance increasing fees in order to recover costs associated with running the Building Department; maintain fees in line with what other comparable municipalities and Miami-Dade County are charging for like services; and to explore the prospect of offering an online application process; and

WHEREAS, the proposed increased fees are projected to generate additional revenues to the City of $750,000 annually to cover increased expenses and technology initiatives; and

WHEREAS, the City Administration recommends that the City Commission approve the proposed Ordinance which would amend Division 2 of Chapter 14 of the City of Miami Beach Code entitled "Permit Fees", and appendix A entitled "Fee Schedule" by amending Sections 14-61 through 14-70 entitled "Division 2. Permit fees"; providing for an increase in fees effective October 1, 2003.

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

SECTION 1. AMENDMENT OF DIVISION 2 OF CHAPTER 14

That DIVISION 2 of Chapter 14 of the Code of the City of Miami Beach is hereby amended to read as follows:

DIVISION 2. PERMIT FEES.

Section 14-61. Permit fees, generally.

(a) *Levied.* Permits, inspections and other fees of the Building Department of the city are hereby levied and imposed and shall apply to building, plumbing, electrical and mechanical permits and other activities undertaken by that Department.

(b) *Double fees.* When work for which a permit is required is commenced prior to the obtaining of a permit, the permit applicant shall be required to pay a fee as specified in appendix A, plus a double permit fee as specified in this article. In no event shall the applicant pay less than a fee as specified in appendix A, plus double the amount of minimum fee as specified for each type of work. The payment of the required fee shall not relieve any person, firm or corporation from fully complying with all of the applicable regulations and codes, nor shall it relieve them from being subject to any of the penalties therein. The double fee requirement shall be applicable to all sections of the building ~~services~~ department as noted herein. For second offense of doing work without a permit, the permit applicant shall be required to pay twice the double permit fee plus a fee specified in appendix A. For each subsequent offense, the permit applicant shall be required to pay twice the double permit fee plus a fee specified in appendix A.

(c) *Reinspection fees.*

(1) When extra inspection trips are due to ~~incorrect address given on call for inspection, prior rejection of work due to faulty construction,~~ work not being ready for inspection at time specified, failure to call for final or other Inspections, or required corrections not being made or completed at time specified, ~~as specified in appendix A for the first reinspection may be charged to the permit holder in the trade concerned~~ in compliance with F.S. 553.80 (2)(c), after initial inspection and one subsequent reinspection of any project or activity for the same code violation specifically and continuously noted in each rejection, including but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by the rule of the Florida Building Commission, a fee of four times the cost of initial inspection or first reinspection, whichever is greater, for each subsequent reinspection shall be paid. The inspection cost is determined by multiplying the actual time spent by the inspector by the inspection fee hourly rate, as defined in 14-61(h) and as specified in appendix A

~~(2) it is determined by the field inspector concerned, that the job has the same problem after the reinspection fee is assessed, paid and the reinspection made, then a second reinspection fee of sixty five dollars ($65.00) shall be charged. Subsequently reinspection fees shall also be sixty five dollars ($65.00) applicable to all sections of the Building Department.~~

~~(3)~~ (2) Payment of the reinspection fee shall be required before any subsequent permits will be issued to the person or firm owing same. Further inspections may be refused until payment of reinspection fees has been made.

~~(4) The reinspection fee of existing buildings by divisions to determine compliance with the South Florida Building Code shall thirty five dollars ($35.00) per trade inspection including Inspection of Elevator if required. This shall not include~~

~~inspections to determine compliance with the Florida Building Code section dealing with forty-year recertification.~~

(d) *Lost plans fee.* When permitted set of plans for new buildings, additions or all other types of projects are lost by the applicants, owners, contractors, or any other representatives of the projects, a recertification fee will be required to review, stamp and approve a new set of plans as a field copy. Such fee shall be based 25 percent of the original building permit fee, with a minimum fee for group ~~I~~ R3 occupancy (single-family residence) as specified in appendix A and a minimum fee for all other types of occupancies, dwellings as specified in appendix A.

(e) *Revised plans processing fee.* The charge for plans processing of ~~major~~ revisions to plans re-processed and permitted shall be based on a fee of 30 percent of the original building permit, but shall not exceed a charge as specified in appendix A..

(f) *Lost permit card fee.* After a permit has been issued, if the permit inspection card has been lost, a replacement fee as specified in appendix A shall be charged.

(g) *Special projects fee.* A fee equal to actual staff time and related costs shall be assessed for special projects requiring research by the Building Department in order to answer questions proposed by developers, attorneys, realtors, etc. in connection with the use and development of properties, or to determine if any existing violations are on the property through a review of departmental records. Such special fees will be levied only for requests outside the scope of normal departmental work. A minimum fee as specified in appendix A shall be charged.

(h) *Inspection fee hourly rate.* The inspection fee hourly rate, as specified in appendix A, is determined at the beginning of each fiscal year based on the department's total projected expenditures, indirect costs and the resources assigned to the inspection program.

(I) *Plans review fee hourly rate.* The plan review fee hourly rate, as specified in appendix A, is determined at the beginning of each fiscal year based on the department's total projected expenditures, indirect costs and the resources assigned to the plans review program.

(J) *Plans re-review fee.* When extra plans reviews are due to failure to correct code violation specifically and continuously noted in each rejection, including but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by the rule of the Florida Building Commission, in compliance with F.S. 553.80 (2) (b), each time after the third such review that plans are rejected for the same code violation, a fee of four times the cost associated with the specific plans review shall be charged. The cost is calculated based on the actual time spent by plans examiners multiplied by the plans review fee hourly rate, as specified in appendix A.

(k) *Expedited plans review fee.* When, at the request of the applicant, expedited plans reviews are provided by the department's outside consultants, the applicant shall pay the actual cost of services invoiced to the department.

Sec. 14-62. Building permits.

(a) *Up-front processing fee.*

(1) When the building permit application is received, the applicant shall pay an "up front" processing fee as specified in appendix A.

(2) This processing fee is not refundable, but shall be credited toward the final building permit fee. The "up front" processing fee, after it is calculated, shall be rounded up to the nearest $5.00, with a minimum fee as specified in appendix A.

(3) When the up-front processing fee is larger than the final permit, not including surcharges, that up-front processing fee amount shall become the permit fee for that application.

(b) *Refunds, time limitations, cancellations.* The fees charged pursuant to this schedule, provided the same are for a permit required by Section ~~301.1~~ 104.1 of the ~~South~~ Florida Building Code, may be refunded by the Building Official subject to the following:

(1) No refunds shall be made on requests involving:

(a) Permit fees of ~~$65.00~~ $75.00 or less; or

(b) Permits revoked by the Building Official under authority granted by the ~~South~~ Florida Building Code; or

(c) Permits cancelled by court order; or

(d) Permits which have expired; or

(e) Permits under which work has commenced as evidenced by any recorded inspection having been made by the department.

(2) A full refund shall be granted to a permit holder who takes out a permit covering work outside the jurisdictional inspection area.

(3) A full refund less ~~$65.00~~ $75.00 or 30 percent of the permit fee, whichever amount is greater, rounded down to the nearest dollar shall be granted to a permit holder who requests a refund in writing, provided:

(a) That the permit holder makes a written request prior to the permit expiration date; and,

(b) That a validated copy of the permit be submitted with such request; and,

(c) That no work as evidenced by any recorded inspection has commenced under such permit.

(4) Where there is a change of contractor involving a permit for which a fee of more than $50.00 was paid:

(a) The original permit holder:

1. Is not entitled to any refund if the permit has expired or if work, as evidenced by any recorded inspection, has commenced under such permit;
2. Is entitled to a full refund less the up-front processing fee, where the permit has not expired and no work, as evidenced by any recorded inspection, has commenced.

(b) The second permit holder shall pay:

1. A full fee if the original permit has expired; or
2. A fee specified in appendix A to cover the cost of transferring the data from the original to the second permit and processing the second permit

in instances where work, as evidenced by any recorded inspection, has commenced under the original unexpired permit;

3. A full fee as specified in appendix A to cover the transferring and reprocessing costs where no work, as evidenced by any recorded inspection has commenced under the original unexpired permit.

(5) A fee as specified in appendix A shall be paid by the permit holder who submits a written request for a permit extension as authorized under section ~~304.3(b)~~ 104.5.1.4 of the ~~South~~ Florida Building Code.

(6) Where a permit has become null and void or expires pursuant to section ~~304.3(d)~~ 104.5.1.1 of the ~~South~~ Florida Building Code, and no work, as evidenced by at least one recorded inspection, has been made by the department, a credit of 50 percent of the original permit fee covering the same project and involving the same plans shall be given, provided that a complete reapplication is made within ~~six months~~ 180 days of the expiration date of the original permit and provided that no refund has been made according to this section. The reapplication must be submitted with the plans and the applicant's validated copy of the original permit. The amount of this fee shall be, at least, equal to or higher than the minimum fee for the trade concerned.

(7) The building official is authorized to charge the fees assessed prior to October 1, 2003 to those applications that are scheduled for sub-contract permits, where the master building permit was issued prior to October 1, 2003 and where written evidence such as a signed and dated copy of the subcontract was entered into prior to October 1, 2003.

(8) The building ~~services~~ department director is authorized to charge an interest to any amount due when not paid by the due date. The interest rate shall be at the highest legal limit authorized by law; plus collection costs and attorneys fees.

(c) Building Permit fees are as specified in appendix A.

Sec. 14-63. Plumbing permits.

Plumbing permit fees are as specified in appendix A.

Sec. 14-64. Electrical Permits.

Electrical permit fees are as specified in appendix A.

Sec. 14-65 Mechanical Permits.

Mechanical Permit fees are as specified in appendix A.

Sec. 14-66.Annual Facility Permit ~~Premises Permit~~

The annual facility permit ~~premise permit~~ is adopted as outlined in the ~~South~~ Florida Building Code, section 104.1.7 which is applicable only to group F occupancies as defined in the Florida Building Code ~~Chapter 3, Section 301.3~~ and the annual fees are:

(1) *Calculation of the initial and final* annual facility ~~*premises*~~ *permit fee.* Each firm or organization which obtains an annual facility ~~premise~~ permit shall include in their application for such permit the total number of maintenance personnel including helpers and trainees there-under assigned to building, electrical, plumbing or mechanical work. The annual facility ~~premise~~ fee shall be computed by multiplying the total number of such employees times ~~$35.00~~ $40.00. The minimum annual facility ~~premise~~ permit fee shall be as specified in appendix A. At the expiration of the annual facility ~~Premise~~ permit the job log shall be submitted to the Building Department for the calculation and payment of any additional fee due for to the work performed according to the Job Log: No new annual facility ~~premise~~ permit shall be issued until the full amount for the prior year have been paid.

(2) *Certificate of occupancy.* In order to obtain a certificate of temporary or permanent occupancy as required by ~~Ordinance No. 1891, City of Miami Beach, and the South~~ the Florida Building Code, the following original fees shall be paid for the purpose of defraying the costs of the original necessary zoning and building inspections. No refunds shall be made of fees paid for occupancy permits.

a. *Final certificate of occupancy.* Certificate of occupancy fees shall be as specified in appendix A.

b. *Temporary certificate of occupancy*~~. See appendix A.~~ Temporary certificate of occupancy fees shall be as specified in appendix A. When the final certificate of occupancy is issued, the appropriate final fee charge shall be paid. The certificate of occupancy is the certificate of use for that facility for the first year of operation or part thereof.

c. *Certificate of Completion.* Certificate of completion fees for the rehabilitation, remodeling or repairs of structures when a certificate of occupancy is not required, shall be as specified in appendix A.

* * *

Sec. 14-67. Forty-year building recertification program.

(a) There shall be a fee per building as specified in appendix A for the 40-year building recertification Program as required under the ~~South Florida Building Code and~~ Miami-Dade County ~~Ordinance~~ Code chapter 8, section 8-11(f) ~~75-34.~~

(b) If a building has not been recertified in the time limitation established by the ordinance referred to in subsection (a), a late compliance fee as specified in appendix A shall be paid in addition to the regular recertification fee. This fee shall also apply if the building is declared unsafe and posted and the time limitation for the requirement of a new inspection and report does not apply.

(c) When the building recertification process has not been completed for a particular building within the maximum time limitations established by the county ordinance, a notice of violation shall be issued. If the process is not completed within 45 days of the notice of violation date, the building shall be declared unsafe and vacated at owner's expense. The building shall remain secured while vacated. If the recertification is not complete within 90 days of the date when the building was declared unsafe a new inspection report with a new fee as specified in appendix A shall be processed before the building can be declared safe for occupancy.

Section 14-68. Occupant content sign.

There shall be a fee as specified in appendix A for the processing of an occupant content sign as specified in ~~South~~ Florida Building Code section 1003 ~~.3102.2(8)(aa)~~

Section 14-69. Employee training, education, safety and technology enhancements.

A surcharge to building, electrical, mechanical, plumbing and demolition permits will be added for training, education and safety of the building department employees, and to procure and implement the latest technologies available for enhancement of services provided by the department, according to the schedule specified in appendix A.

Sec. 14-70. General information.

This section contains a list of other fees collected by the building ~~services~~ department for other departments or agencies. Specific amounts are given in appendix A.

1) A fee will be added to building permits for the state to study building code requirements for radon gas.

2) A surcharge will be added to building permits for the code compliance program established by the county.

4) A surcharge to the building permits will be added when processing marine structures according to schedule established by city ordinance.

5) A surcharge to the building permits will he added for the fire safety process according to schedule established by city ordinance.

6) For building permits walk-thru process a surcharge will be added for zoning process based on schedule established by city ordinance.

7) A sanitation impact fee shall be charged for all building, electrical, plumbing, mechanical and demolition permits.

* * *

SECTION 2. AMENDMENT OF APPENDIX A TO SECTIONS 14-61 THROUGH 14-70 ENTITLED "DIVISION 2.PERMIT FEES"

That Appendix A to sections 14-61 through 14-70 entitled "Division 2 Permit Fees" is hereby amended as follows:

APPENDIX A

FEE SCHDULE

Section this code	Description		Amount
	* * *		
	Division 2. Permit Fees.		
14-61(b)	Fee for starting work prior to issuance of permit:		
	First offense	~~100.00~~	115.00
	Second offense	~~200.00~~	230.00
	Subsequent offenses	~~500.00~~	575.00
14-61 (c)~~(2)~~(1)	Reinspection Fee:		
	First reinspection	~~35.00~~	0.00
	Second reinspection	~~65.00~~	* Based on 4 times the cost of 1st inspection or 1st reinspection, whichever is greater
	Subsequent reinspections	~~65.00~~	*Based on 4 times the cost of 1st inspection or 1st reinspection, whichever is greater.

* In compliance with F.S. 553.80(b), any subsequent reinspection after the first reinspection shall be charged four times the cost of first inspection or first reinspection, whichever is greater. The cost of inspections are calculated based on the actual time spent by the inspector multiplied by the inspection fee hourly rate, as specified in 14-61(h). The actual time of inspection is rounded up to the next quarter hour segment.

14-61 (c) (4)	Reinspection of existing building to determine compliance with the ~~South Florida~~ applicable Building Code	~~25.00~~	Based on actual time spent on inspection multiplied by inspection fee hourly rate, as specified in 14-61(h).

14-61 (d)	Lost plans fee, 25% of original fee, with a minimum of:		
	Group ~~I~~-R3, single-family residence	~~65.00~~	75.00
	All other occupancies	~~100.00~~	115.00
14-61 (e)	Revised plans processing fee, 30% of original fee, with a maximum of	~~200.00~~	500.00
14-61 (f)	Lost permit card fee:		
	Research fee per hour	~~25.00~~	30.00
	Residential occupancy maximum	~~65.00~~	75.00
	Other occupancies maximum	~~100.00~~	115.00
14-61 (g)	Special projects fee, minimum	~~25.00~~	30.00
14-61(h)	Inspection fee hourly rate		50.00*
	*The inspection fee hourly rate is calculated at the beginning of each fiscal year based on the department's total projected expenditures, indirect costs and the resources assigned to the inspection program.		
14-61 (I)	Plans Review Hourly Rate		50.00 *
	*Plans Review Hourly Rate is calculated at the beginning of each fiscal year based on the department's total projected expenditures, indirect costs and the resources assigned to plans review program.		
14-62 (a)	Up-front processing fee: New buildings and/or additions, per 100 square feet	~~3.00~~	4.00
	Alterations and repairs, per $1000 estimated value of construction	~~4.00~~	5.00
	Minimum fee	~~40.00~~	46.00
14-62(b)(4)b.2.	Transfer of data from original to second building permit holder where no work has		

	commenced	~~100.00~~	115.00
14-62(b)(4)b.3	Transfer of data from original to second building permit holder where work has commenced	~~130.00~~	150.00
14-62(b)(5)	Request for Building permit extension	~~65.00~~	75.00
14-62 (c)	Building Permit Fess:		
	New building and / or additions: For each 100 sq. ft. or fractional part of floor area	~~13.00~~	15.00
	Minimum fee	~~40.00~~	46.00
	Except that for buildings for storage and Industrial uses of the Group S ~~E~~ and F ~~F~~ Occupancies as defined in the ~~South~~ Florida Building Code, the fee shall be:		
	For each 100 sq. ft., or fractional part of floor area up To 20,000 sq. ft.	~~13.00~~	15.00
	For each additional 100 sq. ft. or fractional part of floor area thereafter	~~6.50~~	7.50
	Minimum fee	~~40.00~~	46.00
	Except that for greenhouses and buildings for Agricultural uses (non-residential) when located on the premises so used, screen enclosures and trailer additions:		
	For each 100 sq. ft. or fractional part of floor area	~~6.50~~	7.50
	Minimum fee	~~40.00~~	46.00
	New construction other than as specified herein (water towers, pylons, bulk storage tank foundations, seawalls, bulkheads, unusual limited-use buildings, free standing rigid canopies, marquees and similar construction):		
	For each $1,000 of estimated cost or fractional		

part	~~13.50~~	16.00
Minimum permit fee	~~40.00~~	46.00
Metal-wood and/or prefab storage sheds, First 100 sq. ft.	~~15.00~~	17.00
Each additional 100 sq. ft.	~~10.00~~	12.00
Except for each service station underground storage tank and each approved fallout shelter which conforms to the specifications established by the civil defense and mobilization agency and the ~~South~~ Florida Building Code	~~45.00~~	52.00
Minimum fee (storage tank only)	~~50.00~~	58.00

Alterations and repairs to buildings and other structures for single-family homes, duplexes, and areas within a residential condominium unit by unit owner:

Up to $ 1,000 of estimated cost or fractional part	45.00	~~52.00~~
For each additional $1,000 of estimated cost or fractional part	18.00	~~21.00~~
Painting up to $1,000 of estimated cost	35.00	~~35.00~~
Each additional $1,000	13.00	
Minimum fee	40.00	

Alterations and repairs to buildings and other structures for multi-family, commercial, and industrial buildings:

Up to $1,000 of estimated cost or Fractional part	52.00
For each additional $1,000 of estimated cost	21.00

Painting up to $1,000 of estimated cost		40.00
Each additional $1,000		*15.00*
Minimum fee		46.00

Installation or replacement of:
windows and exterior doors in all buildings,
or storefronts and fixed glass:

New installation or replacement, for each window or door unit up to the first 100 units*	~~4.00~~	5.00
For each additional unit	~~2.50~~	3.00
Minimum fee	~~65.00~~	75.00

*Unit is the opening between structural columns

Curtain Walls including windows and doors therein:

For each 100 sq. ft. or fractional part thereof up to10,000 sq. ft.	~~13.00~~	15.00
For each additional 100 sq. ft. or fractional part thereof	~~10.50~~	12.00
Minimum fee	~~40.00~~	46.00

Moving buildings or other structures:

For each 100 sq. ft. or fractional part thereof (does not Include cost of new foundation or repairs to building or structure.)	~~13.00~~	15.00
Minimum fee per building or structure	~~130.00~~	150.00

Concrete slabs (other than paving):
(Where separate installation not covered
by prior permit)

For first 1,000 sq. ft. or fractional part of area	~~65.00~~	75.00

For each additional 1,000 sq. ft. or

Fractional part of area	~~13.00~~	15.00
Paving:		
For first 1,000 sq. ft. or fractional part of area	~~40.00~~	46.00
For each additional 1,000 sq. ft. or fractional part of area	~~19.50~~	23.00
Signs:		
Signs 36-4, sign erector, minimum	~~35.00~~	40.00
Signs 36-4, sign writer	~~35.00~~	40.00
Per square foot, minimum	~~0.15~~	0.18
Signs 36-2, for sale, lease, open inspection, 6 month period	~~7.00~~	8.00
Roofing, including re-roofing:		
For first 2,000 sq. ft. or fractional part of area	~~65.00~~	75.00
For each additional 1,000 sq. ft. or additional part of area	~~13.00~~	15.00
Fences and/or walls, single-family and duplex buildings:		
For first 100 lineal feet or fractional part	~~65.00~~	65.00
For each additional 100 lineal feet or fractional part thereof		13.00
Fences and/or walls, multi-family, commercial and industrial buildings:		
For first 100 lineal feet or fractional part		75.00
For each additional 100 lineal feet or fractional part thereof		15.00

Awning, canopies and residential patio covers:		
First $1,000 of estimated cost	~~65.00~~	75.00
For each additional $1,000 or fractional part thereof	~~6.50~~	7.50
Swimming pools:		
For the first 20,000 gallon capacity or fractional part thereof	~~100.00~~	115.00
For each additional 1,000 gallon capacity or fractional part	~~13.00~~	15.00
Temporary platforms and temporary bleachers to be used for public assembly:		
For each 100 sq. ft. or fractional part of platform area	~~65.00~~	75.00
For each 100 lineal feet or fractional part of seats	~~13.00~~	15.00
Demolition of buildings:		
For the first 1,500 sq. ft. or fractional part of floor area	~~100.00~~	115.00
For each additional 1,000 sq. ft. or fractional part of floor area	~~20.00~~	23.00
Minimum Fee	~~250.00~~	290.00
Demolition of signs, fences and/or walls and structures other than above:		
For each $100.00 or fractional part of estimated cost up to $1,000.00	~~40.00~~	46.00
For each additional $1,000.00 or Fractional part of estimated cost	~~6.50~~	7.50
Trees, landscaping:		

Each tree	~~4.00~~	5.00
Hedges per 100 lineal ft.	~~13.00~~	15.00
Ground cover per 1,000 sq. ft.	~~32.50~~	38.00
Minimum fee	~~35.00~~	40.00
~~*Fumigation:*~~	~~40.00~~	
Parking area lighting:		
Each footing and pole	~~5.00~~	6.00
Minimum fee	~~40.00~~	46.00
Elevator hoistway construction permit fees:		
1-5 Floors	~~200.00~~	230.00
6-10 Floors	~~300.00~~	345.00
11-15 Floors	~~325.00~~	375.00
16-20 Floors	~~400.00~~	460.00
21-25 Floors	~~450.00~~	520.00
26-30 Floors	~~500.00~~	575.00
31-35 Floors	~~650.00~~	750.00
41-45 Floors	~~700.00~~	805.00
46-50 Floors	~~775.00~~	895.00
Above 50 Floors	~~1,000.00~~	1,150.00

14-63 Plumbing permit fees:

Minimum plumbing permit fee:	~~40.00~~	46.00

This minimum does not apply to permits issued as supplementary to current outstanding permits for the same job.

Roughing-in or plugged outlets for bathtubs, closets doctors, dentists, and hospital sterilizers, autoclaves, autopsy tables and other fixtures, appurtenances or other appliances having water supply or waste outlets, or both, drinking fountains, fixtures discharging into traps or safe water pipes, floor drains, laundry tubs, lavatories, safe waste pipes, showers, sinks, slop sinks, and urinals:

For first roughing-in or plugged outlet	~~10.00~~	12.00
or each additional outlet	~~10.00~~	12.00

Fixtures set on new roughing-in or plugged outlets or replaced on old roughing-in:		
First fixture	~~10.00~~	12.00
For each additional fixture	~~10.00~~	12.00
Septic tanks, settling tanks, gas and oil interceptors, grease traps, Including drain line for same:		
1,200 gallon capacity or less	~~40.00~~	46.00
Over 1,200 gallon capacity	~~45.00~~	52.00
Drain line relay	~~45.00~~	52.00
Septic tank or interceptor abandonment (Where being abandoned)	~~40.00~~	46.00
Sewer: Each building storm sewer and each building sewer where connections made to a septic tank, to a collector line or to an existing sewer or to a city sewer or soakage pit or to a building drain outside of a building.	~~40.00~~	46.00
Sewer capping	~~40.00~~	46.00
Water drainage: Rainwater roof inlet:		
Each inlet	~~13.00~~	15.00
Area, yard, sidewalk or rainwater drain for which no other fee is provided:		
Each surface inlet	~~13.00~~	15.00
Each catch basin	~~40.00~~	46.00
Each soakage pit, each 200 cubic feet	~~20.00~~	23.00
Condensate drain, air conditioning: Per outlet	~~7.50~~	10.00
Except single not manifolded A/C outlet, not exceeding 5 hp	~~7.50~~	10.00

Water piping:

Water service connection to a municipal or private water supply system. For the first meter on each lot	~~40.00~~	46.00
Each additional meter on same lot	~~20.00~~	23.00
Water connection to or outlets for appliances or installations not covered by fixtures or other permit.	~~20.00~~	23.00
Irrigation system and underground sprinkler system, etc.	~~40.00~~	46.00
~~Fire sprinkler system connection to city water~~	~~65.00~~	

~~Fire control system, including standpipe, Siamese connections and pumps:~~

~~Each standpipe~~	~~65.00~~	
~~Each hose rack or each hose bib~~	~~20.00~~	
~~Each sprinkler head~~	~~1.50~~	

Standby for emergency potable water supply outlet	~~40.00~~	46.00
Solar water heater installations or repairs	~~40.00~~	46.00
Solar water heater booster connection	~~40.00~~	46.00
Swimming pool piping installation, not including wells or water supply	~~50.00~~	65.00
Sump pump	~~35.00~~	40.00
Swimming pool piping replacement or repair work. Minimum, each job.	~~40.00~~	46.00
Repairs to piping. For each $100.00	~~4.00~~	4.60

Domestic water:

Risers, piping 1½ " and larger each floor	~~25.00~~	30.00
Repipe bathrooms	~~40.00~~	46.00
Repipe kitchen	~~20.00~~	23.00
Repipe mains, top or bottom:		
Less than 6 floors	~~200.00~~	230.00
6 floors or more	~~325.00~~	375.00
Water connections to pool	~~40.00~~	46.00
~~Water supply to firepump or system~~	~~40.00~~	
Water supply to each domestic pump or replacement	~~35.00~~	40.00
~~All~~ Dry wells	~~40.00~~	46.00
Discharge wells (in inches):		
3 or less		46.00
4 ----6		100.00
7 ---12		150.00
13---18		200.00
18 and over		250.00
Settlement tank / interceptors for wells		50.00
Natural gas and liquefied petroleum:		
Minimum gas fee per permit	~~40.00~~	46.00
(This minimum does not apply to permits issued as supplementary to current outstanding permits for the same job.)		
For the first outlet (including cylinders and regulators)	~~13.00~~	15.00
For each additional outlet	~~4.00~~	5.00

For the first appliance (does not include warm air heating units, but does include un-vented space heaters and vented wall heaters-no duct work).	~~4.00~~	5.00
For each additional appliance or replacement	~~4.00~~	5.00
~~For first meter~~	~~40.00~~	
~~For each additional meter~~	~~7.00~~	
~~For change from a master to an individual meter~~	~~4.00~~	
For major repairs of gas pipe where no fixture or appliance installation is involved, for each $100.00 value of work	~~4.00~~	5.00
Underground L.P. gas tanks	~~40.00~~	46.00
Above ground L.P. tanks	~~40.00~~	46.00
Change of company (no additional appliances or outlets)	~~40.00~~	46.00
Water treatment plants, plumbing station, sewage treatment plant and lift station:		
Water treatment plant, interior plant piping	~~200.00~~	230.00
Sewage treatment plant, interior plant piping	~~200.00~~	230.00
Lift station, Interior station piping	~~200.00~~	230.00
Water and gas mains, on private property and other than public utility easements:		
Each 50 feet or part thereof	~~13.00~~	15.00
Storm and sanitary utility and/or collector lines, on private property other than public utility easements:		
Each 50 feet or part thereof	~~13.00~~	15.00
In addition - each manhole	~~40.00~~	46.00

Temporary toilets:

Waterborne, For each installation	~~40.00~~	46.00
Chemical toilets, for each installation	~~40.00~~	46.00

Miscellaneous:

Siphon breakers on old installations, required when repair of unapproved water closet is made, each.	~~40.00~~	46.00
Water heaters, electrical or gas, less than 200,000 Btu	~~40.00~~	46.00

For plumbing repair work where no fees are listed, fee equivalent to 4 percent of the estimated value of work shall be charged.

14-64 Electrical permit fees:

Minimum permit fee including repair work per permit, unless other minimum fee specified	~~35.00~~	60.00

(This minimum does not apply to permits issued as supplementary to current outstanding permits for the same job.)

Rough wiring outlets, light, and receptacle:
~~*,switch, sign*~~
~~*and also telephone and other low voltage outlets:*~~

1 through 10 outlets	~~24.00~~	28.00
For each additional outlet	~~2.00~~	2.50

Services. The following fees shall be charged for each service and for each subfeed in new installations only. No charge will be made for subfeeds in existing installations. Each service fee shall include one subfeed.

Free standing service (new meter & service)	N/A	120.00
Electrical for demolition	N/A	120.00
Temporary for test	N/A	120.00

Temporary for construction ~~, test, etc~~.	~~50.00~~	72.00
Sub feeds (in ampers):		
100 amperes and under	~~7.50~~	9.00
101 ---200	~~10.50~~	12.00
201 ---400	~~12.00~~	14.00
401 ---600	~~13.00~~	15.00
601 ---800	~~18.00~~	21.00
Each additional 100 over 800	~~5.00~~	8.00
Service repair and/or meter change	~~45.00~~	75.00

Switchboards, by amperes, same as "Services" above.

Equipment outlets or permanent connections:

Microwave	N/A	12.00
Range	~~10.00~~	12.00
Oven	~~10.00~~	12.00
Water heater	~~10.00~~	12.00
Spaceheater	~~10.00~~	12.00
Washing machine	~~10.00~~	12.00
Dryer	~~10.00~~	12.00
Fan (with fraction HP motor)	~~10.00~~	12.00
Garbage disposal	~~10.00~~	12.00
Dishwasher	~~10.00~~	12.00
Deep Freezer	~~10.00~~	12.00
Refrigerator	~~10.00~~	12.00
Air conditioners, window and through wall units each	~~13.00~~	15.00
Central Units, per Ton (minimum $13.00)	~~6.00~~	9.00

Motors:

Each up to 1 horsepower	~~10.00~~	12.00
From 2 hp through 10 hp	~~50.00~~	58.00
Each hp over 10 hp	~~3.00~~	3.50
Machine outlets or permanent connections:		
X-ray - Portable (dentist)	~~25.00~~	30.00

X-ray - Stationary (doctor)	~~35.00~~	40.00
Diathermic	~~25.00~~	30.00
Isolation Units	~~50.00~~	58.00

Generators and transformers, Commercial heating equipment and strip heaters, each generator or transformer (kva or kw):

Up to 5	~~6.50~~	7.50
6---10	~~13.00~~	15.00
11---15	~~16.00~~	19.00
16---20	~~22.50~~	26.00
21---25	~~35.00~~	40.00
26---50	~~65.00~~	75.00
Over 50, each additional kva or kw	~~0.75~~	0.85
Generators and transformers, where located on the same floor, fee for largest, plus each additional	~~1.50~~	1.75

Welding machine outlets:

Up to 25 amperes	~~8.00~~	9.00
Over 25 amperes for each additional 25 amperes or fractional part thereof	~~8.00~~	9.00

Special-purpose outlets, commercial:

Popcorn, doughnut, drink machines, coin music machines, toasters, coffee urn, deep fryer, telephone booths, refrigerators, display cases, sign circuit, etc., each	~~9.00~~	11.00
Painting - bake ovens, each	~~40.00~~	46.00

Signs:

Per each square foot of face of sign	~~2.50~~	3.00

New Strips:

First 100 L.F.	~~50.00~~	58.00

Each Additional 100 L.F. or part thereof	~~30.00~~	34.00
Signs Repairs & Reconnection, each	~~50.00~~	58.00
Fixtures:		
Lights: 1 --- 10 sockets	~~9.00~~	10.50
1 --- 10 florescent tubes	~~9.00~~	10.50
Each additional socket or tube	~~1.50~~	1.75
Light poles each (fixture additional)	~~6.00~~	7.00
Combination: Light fixtures and outlets up through 10, one inspection	~~24.00~~	28.00
Streamers or festoon lights: First 10 lights or less	~~7.00~~	8.00
Each additional 10 or less	~~6.50~~	7.00
~~*Plugmold*~~ *Wiremold:* First 25 feet	~~24.00~~	28.00
Each 5 feet thereafter	~~4.00~~	5.00
Swimming pool lighting: Residential Pool or Spa.	~~45.00~~	90.00
Combination Pool and Spa	~~70.00~~	100.00
Commercial or Multi-family Pool, or Spa	~~90.00~~	200.00
Commercial or Multi-family combination Pool and Spa	~~150.00~~	275.00
Temporary work on circuses, carnivals: Per show.	~~250.00~~	300.00
~~Equipment Ground, each~~	~~0.00~~	

Fire detection system:		
Installation, central system	~~25.00~~	30.00
Smoke Detector, each	~~2.50~~	3.00
Head or target area, with product or wire of similar character, each	~~2.50~~	3.00
Speaker, each	~~2.50~~	3.00
Strobe light, each		3.00
Bell alarm station, each	~~2.50~~	3.00
Proximity Station	~~2.50~~	3.00
Reinspection fee, semi-annually	~~25.00~~	30.00
Master television, intercom, burglar alarm, telephone, and radio:		
Receiving Antenna Master Control	~~35.00~~	40.00
TV and radio antenna devices, wall outlets, suppressors, splitters, lightning arrestors, receivers, input devices, audio amplifiers, ground connections, etc.		
1 through 5 devices	~~24.00~~	28.00
Each additional device	~~1.30~~	1.50
~~Fire Alarm and or Fire Pump Test, per hour~~	~~50.00~~	
Minimum fee	~~100.00~~	115.00

14-65 Mechanical permit fees:

Air conditioning and refrigeration:
(Includes all component parts of the system except water, duct, electric and gas lines and connections that feed separately.)

(Where BTU rating is not known, substitute 1 hp for 1 ton or 12,000 Btu's for 1 ton.)

For each ton capacity or fractional part thereof	~~13.00~~	15.00

Duct work:

For the first $1,000 or less	~~30.00~~	35.00
For each additional $1,000 or fractional part thereof	~~20.00~~	23.00
Minimum fee	~~35.00~~	40.00

Furnaces and heating equipment including commercial driers, ovens and other fired objects not elsewhere classified.
(Includes all component parts of the system except fuel and electrical lines.) (For vented and unvented wall heaters, see plumbing permit fees, natural and L.P. gas.)

Gas or oil furnaces:		
For the first 200,000 BTU per hour fractional part	~~32.00~~	37.00
For each additional 100,000 Btu per hour or fractional part	~~13.00~~	15.00
Strip Heater, Electric, each	~~25.00~~	30.00
Air Handling units per Ton (A.H.U.)	~~13.00~~	15.00
Others:		
Window or Room Air Conditioner, each	~~25.00~~	30.00
Hoods, per foot	~~10.00~~	12.00
Minimum	~~100.00~~	115.00
(Inspected annually, first inspection 12 months after installation and inspection every 12 months thereafter.)		
Inspection per year	~~100.00~~	115.00
Reinstallation or removal of fuel tank, above or below grade, each	~~100.00~~	115.00
Fire suppression and bag test	~~75.00~~	86.00
Contaminate ground water piping and installation, each	~~250.00~~	290.00
walk-in coolers and walk-in freezers each (equipment fees add.)	~~100.00~~	115.00
Cooling towers per ton	~~13.00~~	15.00

Elevators, escalators and other lifting apparatus:

Permit for new installation or major revamping (includes initial inspection and certificate):

Installation of elevators and escalators, up to three stories	~~325.00~~	375.00
Each additional story	~~25.00~~	30.00
Installation of wheel chair lifts, stair chairs, home elevators, handicap elevators.	~~80.00~~	92.00
Casing fee, per foot	~~2.50~~	3.00
Minimum fee, per casing	~~35.00~~	40.00
Annual maintenance repair permit (not to include major revamping)	~~500.00~~	575.00
Permit fee for repairs of elevators and other transporting apparatus, estimated cost. Up to $1000.00	~~40.00~~	46.00
Each additional $1000.00 or fractional part thereof	~~13.00~~	15.00
Fee schedule for escalators per rise	~~80.00~~	92.00
Fee schedule for roof window cleaning machine, each machine	~~90.00~~	104.00

Annual fees for certificate of operation and Inspection; date due: October 1 every year.

Dumbwaiters - Certificate and inspection:

Landings	*Annual fees*	
0-2	~~53.00~~	61.00
3-4	~~61.00~~	70.00
5-6	~~70.00~~	80.00
7-8	~~79.00~~	91.00
9-10	~~88.00~~	101.00
11-12	~~97.00~~	112.00
13-14	~~106.00~~	122.00
15-16	~~115.00~~	132.00
More than 16	~~135.00~~	155.00

Reinspection fee, each reinspection	~~65.00~~	75.00
Duplicate of certificate, each	~~15.00~~	17.00

Elevators and escalators – certificate and inspection:

Landings	*Annual fees*	
0-2	~~71.00~~	82.00
3-4	~~80.00~~	92.00
5-6	~~89.00~~	102.00
7-8	~~98.00~~	113.00
9-10	~~107.00~~	123.00
11-12	~~116.00~~	133.00
13-14	~~125.00~~	144.00
15-16	~~134.00~~	154.00
17-18	~~143.00~~	165.00
19-20	~~152.00~~	175.00
21-22	~~161.00~~	185.00
23-24	~~170.00~~	196.00
25-26	~~179.00~~	206.00
27-28	~~188.00~~	216.00
29-30	~~198.00~~	228.00
31-32	~~207.00~~	238.00
33-34	~~216.00~~	248.00
35-36	~~225.00~~	259.00
37-38	~~234.00~~	269.00
39-40	~~243.00~~	279.00
41-42	~~252.00~~	290.00
43-44	~~261.00~~	300.00
45-46	~~270.00~~	310.00
47-48	~~279.00~~	321.00
49-50	~~288.00~~	331.00
51-52	~~297.00~~	342.00
53-54	~~306.00~~	352.00
55-56	~~315.00~~	362.00
57-58	~~324.00~~	373.00
59-60	~~333.00~~	383.00
More than 60	~~400.00~~	460.00

Reinspection fee, each reinspection	~~75.00~~	100.00
Duplicate certificate, each	~~25.00~~	30.00

The annual charge is based on the condition that the equipment is under a maintenance agreement with a qualified maintenance company, in which case there is no obligation for the City Inspection to be given every year. If no maintenance agreement is in effect August 1st of every year, the City Inspection will be performed every year and above charges for the next fiscal year shall be 150% of the one shown in these tables.

Witnessing of 1-year tests per ASME A17.1, part X, section 1000, rule 1000.1b	~~75.00~~	100.00
Witnessing of 5-year tests per ASME A17.1, Part X, section 1000, rule 1000.1b	~~150.00~~	200.00

Any elevator, escalator, etc, owner who fails to comply with the order to correct a violation issued within 30 days, is subject to an administrative fine up to $500.00 in addition to any other penalty provided by law. Fines can be imposed for every 30 days period that the violation remains active.

These fines, before or after paid, can be appealed to the department director whose decision shall be final. No clearance for the use of the elevator shall be given until these fines have been paid or waived.

The department director can delegate this appeal function to the department assistant director, the city building official or the deputy building official.

Amusement rides and devices:

Verification of certificates of safety. Examine copy of current certification by state, for each device (ride)	~~35.00~~	40.00

Boilers and pressure vessels, Installation permit fees, including initial inspections and certificate; does not include installation or connection of fuel and water lines:

Boilers (as defined in the ASME Boiler and Pressure Vessel Code) each		
Steam boilers	~~100.00~~	115.00
Hot water boilers	~~100.00~~	115.00
Miniature boilers	~~50.00~~	58.00
Steam drive prime movers, each	~~150.00~~	175.00
Steam actuated machinery, each	~~100.00~~	115.00
Unfired pressure vessels (Operating at pressures in excess of 60 psi and having a volume of more than 5 cu. ft.)	~~100.00~~	115.00

Periodic reinspection:

Steam boilers (Semi-annual), internal and external:		
Internal inspection	~~100.00~~	115.00
External inspection	~~100.00~~	115.00
Hot water boilers (annual)	~~25.00~~	30.00
Unfired pressure vessels (annual)	~~100.00~~	115.00
Miniature boilers: (semi-annual), each inspection	~~100.00~~	115.00
Certificate of inspection where inspected by insurance company.	~~75.00~~	100.00
Shop inspection of boiler or pressure vessel per completed vessel, regardless of number of vessels inspected:		
Limit, per half-day	~~150.00~~	175.00
Limit, per full day	~~260.00~~	300.00
~~*Fire Sprinkler System:*~~ ~~Per sprinkler head~~	~~1.30~~	
~~Minimum permit fee~~	~~35.00~~	
CO2 and dry power systems for estimated cost:		
up to $1,000.00	~~25.00~~	30.00
For each additional $1,000.00 or fractional part thereof	~~35.00~~	40.00
Fire wells (where applicable)	~~130.00~~	150.00
~~Acceptance tests for sprinkler systems~~	~~130.00~~	
~~Acceptance tests for stand pipes~~	~~130.00~~	
~~Hydrant use permits~~	~~N / C~~	
Construction meters	~~35.00~~	40.00
Pest control, lawn spraying, etc, annual per meter	~~75.00~~	100.00

~~Hydrant flow tests unless in conjunction with acceptance test for sprinkler systems~~	~~130.00~~	~~150.00~~
Storage tanks for flammable liquids	~~75.00~~	100.00
Internal combustion engines:		
Stationary, per engine	~~75.00~~	100.00
Generator test, full load	~~160.00~~	200.00
Other fees:		
Pressure and process piping, sheet metal and duct work and other mechanical lines:		
For estimated costs up to $1,000.00	~~35.00~~	40.00
For each additional $1,000.00 or fraction part	~~13.00~~	15.00

14-66(2)a. Certificate of occupancy fees:

Occupancy R3: single-family, duplex And triplex		150.00
For Group R1, R2 ~~H~~ occupancy:		
Apartment, hotel, motel, etc:		
Per unit	~~13.00~~	15.00
Minimum	~~150.00~~	175.00
Maximum	~~1500.00~~	1750.00
Condominium and townhouses:		
Shell	~~150.00~~	175.00
Per unit	~~50.00~~	65.00
For Group B and M ~~G~~ occupancy, ~~Division 1 & Division 2:~~		
Mercantile, Business:		
One business in whole building	~~250.00~~	300.00
More than one rental spaces:		
Shell	~~150.00~~	175.00
Plus, per space	~~50.00~~	65.00
Minimum	~~250.00~~	300.00
For A,E,H,I,R4,D ~~A, B, C, & D~~, occupancies, assembly uses (theaters, restaurants, night clubs, hospitals, old age homes, prisons, schools, etc.), per use	~~250.00~~	300.00

	For S ,~~E~~ , F ~~F~~ occupancies (storage facilities, warehouses, gas stations, factories, etc.):		
	One use in whole building	~~250.00~~	300.00
	For more than one rental space.	~~150.00~~	175.00
	Shell plus, per space	~~50.00~~	65.00
	Minimum	~~250.00~~	300.00
	For ~~J~~ S occupancies - special projects (parking garages, marinas, commercial parking lots, public pools, etc.): 0.1% of valuation		
	Minimum	~~150.00~~	175.00
	Maximum	~~1000.00~~	1150.00
14-66(2)b.	Temporary certificate of occupancy fees: Maximum period, 90 days, 50% 0f final certificate of occupancy fee		
	Extension of temporary certificate of occupancy, per period, 100% of final certificate of occupancy fee		
14-66(2)c.	Certificate of Completion fees: ~~Single family, duplex and triplex~~	~~125.00~~	~~150.00~~
	All ~~other~~ Occupancies, 0.1% of valuation		
	Minimum	~~100.00~~	115.00
	~~Maximum~~	~~1500.00~~	

* * *

14-67.1	Forty-year recertification program fee:		
14-67(a)	Per building	~~100.00~~	150.00
14-67(b)	Late compliance fee, regular fee, plus	~~150.00~~	250.00
14-67(c)	New inspection report fee if recertification not completed within 90 days of building's being declared unsafe	~~250.00~~	300.00
14-67.2	Occupant content sign as per ~~S.F.B.C., 3102.2(8)(aa)~~ Florida Building Code Section 1003.	~~100.00~~	150.00

14-67.3	Employee training, education, safety, and technology procurement and implementation for service enhancement surcharge:		
When fees are based on square footage, per square foot of gross area		~~0.01~~	0 .02
When fees are based on valuation, per $1000.00 or fraction thereof		~~0.25~~	0.30
~~When fees are based on Units for~~ For electrical and plumbing work, per ~~Unit~~ $1000 valuation or fraction thereof		~~0.01~~	0.30
When fees are based on air conditioning tonnage, per ton or Btu.		~~0.15~~	0.20
14-70	Other general fees		
14-70 (1)	Added to building permits for state to study building code requirements for radon, gas, per square foot	0.01	
14-70 (2)	Surcharge added to building permits for County code compliance program, per $1,000 of work valuation	~~0.50~~	0.60
~~14-70 (6)~~	~~Fee for issuance of certificate of occupancy, per square foot per month or part thereof, until December 31~~	~~0.04~~	
14-70 (7)	Sanitation impact fee for all building, electrical, plumbing, mechanical demolition permits,) ~~0.15%~~ 0.30% of estimated cost of project:		
	Minimum	15.00	
	Maximum	1500.00	

* *

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect on October 1, 2003.

PASSED and ADOPTED this 10th day of September 2003.

Attest:

_____
CITY CLERK

1st reading: July 2, 2003
2nd reading

_____
Mayor

T:\AGENDA\2003\jul0203\regular\Bldg Permit Fees.ORD.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Attorney 8/7/03
Date

CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, September 10, 2003, at the times listed below**, to consider the following:

at 10:50 a.m.:
AN ORDINANCE AMENDING ORDINANCE NO. 1605 AS AMENDED, BEING THE UNCLASSIFIED EMPLOYEES SALARY ORDINANCE; BY AMENDING THE TITLES OF THE CLASSIFICATIONS OF FIRST ASSISTANT CITY ATTORNEY TO ASSISTANT CITY ATTORNEY AND ASSISTANT CITY ATTORNEY II TO ASSISTANT CITY ATTORNEY (II); ABOLISHING THE TITLES OF THE CLASSIFICATIONS OF ASSISTANT CITY ATTORNEY I AND SENIOR ASSISTANT CITY ATTORNEY; CORRECTING THE PUBLIC RECORD BY DELETING CERTAIN LINES; AND PROVIDING FOR REPEALER, SEVERABILITY, EFFECTIVE DATE, AND CODIFICATION.

Inquiries may be directed to the Legal Department at (305) 673-7470.

at 11:00 a.m.:
AN ORDINANCE AMENDING CHAPTER 122 OF THE MIAMI BEACH CITY CODE ENTITLED "CONCURRENCY MANAGEMENT," BY AMENDING SECTION 122.8(D) THEREIN TO ALLOW FOR THE ADOPTION OF PROGRAMS OR POLICIES ALLOWING EXEMPTIONS FROM TRANSPORTATION CONCURRENCY REQUIREMENTS FOR SMALL BUSINESSES WHICH IMPACTS TO THE EXISTING ROADWAY LEVEL OF SERVICE HAVE BEEN DETERMINED TO BE MINOR; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

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

** **at 11:30 a.m.:**
AN ORDINANCE AMENDING CHAPTER 14 OF THE CITY OF MIAMI BEACH CODE BY AMENDING DIVISION 2 THEREOF ENTITLED "PERMIT FEES," AND BY AMENDING APPENDIX A ENTITLED "FEE SCHEDULE," BY AMENDING SECTIONS 14-61 THROUGH 14-70 ENTITLED "DIVISION 2. PERMIT FEES," PROVIDING FOR AN INCREASE IN PERMIT AND INSPECTION FEES FOR BUILDING, PLUMBING, ELECTRICAL AND MECHANICAL WORK AND FOR OTHER BUILDING DEPARTMENT ACTIVITIES; AND PROVIDING FOR ANNUAL INCREASES IN SUCH FEES BEGINNING IN FISCAL YEAR 2004-2005 BASED UPON THE CONSUMER PRICE INDEX; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Inquiries may be directed to the Finance Department at (305) 673-7466.

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. Copies of these ordinances are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be 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.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding, or to request information on access for persons with disabilities, or to request this publication in accessible format, or to request sign language interpreters, should contact the City Clerk's office at (305) 673-7411, no later than four days prior to the proceeding. If hearing impaired, contact the City Clerk's office via the Florida Relay Service numbers, (800) 955-8771 (TTY) or (800) 955-8770 (VOICE).
(Ad #0199)

CITY OF MIAMI BEACH
CITY ATTORNEY'S OFFICE

TO: **Jorge M. Gonzalez**
City Manager

FROM: **Murray H. Dubbin**
City Attorney

DATE: **July 23, 2003**

SUBJECT: **Amendment to City Attorney Title Classifications (First Reading)**

03 JUL 23 PM 5:16

Attached is a proposed Ordinance to amend the title classifications for the City Attorney's Office in the following manner:

> The title classifications "First Assistant City Attorney", "Senior Assistant City Attorney" and "Assistant City Attorney I" will be abolished.
>
> The classification "First Assistant City Attorney" will be replaced by "Assistant City Attorney".
>
> "Assistant City Attorney II" will be retained, but will be amended to read: Assistant City Attorney (II).

The net effect of these changes will be that all attorneys, other than City Attorney, Chief Deputy and Deputy, of whatever level of tenure and salary will be known as "Assistant City Attorney". "Assistant City Attorney (II)" will be retained as a point of entry into the City Attorney's Office.

This change does away with complicated and sometimes difficult to understand title differentials with which the various professionals identify themselves from time to time. Additionally, it will simplify the function of salary adjustments and facilitate adjustment of salaries on a merit basis.

This action is not intended, nor shall it adversely affect the status of any professional personnel of this office. To the contrary, its intent is to identify this office as a team working together for the benefit of the City, which is our mission.

Parenthetically, this is the system that has been very effectively utilized by the Dade County Attorney's Office for over 20 years.

Please place this on the July 30, 2003 agenda for First Reading.

MHD:lm
Encl.

Agenda Item R5B
Date 9-10-03

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO. 1605 AS AMENDED, BEING THE UNCLASSIFIED EMPLOYEES SALARY ORDINANCE; BY AMENDING THE TITLES OF THE CLASSIFICATIONS OF FIRST ASSISTANT CITY ATTORNEY TO ASSISTANT CITY ATTORNEY AND ASSISTANT CITY ATTORNEY II TO ASSISTANT CITY ATTORNEY (II); ABOLISHING THE TITLES OF THE CLASSIFICATIONS OF ASSISTANT CITY ATTORNEY I AND SENIOR ASSISTANT CITY ATTORNEY; CORRECTING THE PUBLIC RECORD BY DELETING CERTAIN LINES; AND PROVIDING FOR A REPEALER, SEVERABILITY, EFFECTIVE DATE, AND CODIFICATION.

WHEREAS, the compensation system for Unclassified Employees, including the classifications in the City Attorney's Office, originated in Ordinance #1605, adopted September 28, 1966, and has continued with a number of amendments, as reflected in the City Personnel Records; and

WHEREAS, the organizational structure of the City Attorney's Office has developed into an unduly complicated structure which has the effect of impeding functions such as assignment of responsibility, accountability and salary structure; and

WHEREAS, certain lines had previously been replaced, but, through clerical error, the actual lines had not been formally deleted from the Ordinance; and

WHEREAS, the City desires to correct the public record and code of ordinances; and

WHEREAS, in order to simplify and facilitate management and efficiency of compensation planning in the City Attorney's Office and more fully ensure fairness and equity in compensation programs, there is a need to repeal and restructure certain portions of the existing Ordinance #1605 which establish the existing system, abolish certain classifications, change the titles of certain classifications, and correct the public record.

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

SECTION 1. **The following lines of SECTION 1 of Ordinance No. 1605 are hereby amended to read as follows:**

SECTION 1. The following shall constitute the Compensation Plan for the offices and positions in the Unclassified Service which are hereby created or recreated in accordance with the following organization plan, and a schedule of rates of salaries by Ordinance No. 88-2611 effective April 25, 1988 (commencement of nearest pay period to May 1, 1988) for said offices and positions is hereby established. The City Manager is authorized to prescribe a compensation plan for offices and positions in the Unclassified Service; provided that any office or position hereafter created or recreated shall be authorized by an ordinance of the City Commission amending the Unclassified Salary Ordinance, and said ordinance shall not be any budget ordinance of the City; to establish a schedule of salaries thereof that are in accordance with the budget adopted by the City Commission for that fiscal year; to provide for future cost of living increases for Unclassified Employees. Notwithstanding any other provisions of this or any other legislation, commencing with the 1995/1996 fiscal year, all salary changes for all employees in the Office of the City Attorney, except adjustments for cost of living established by the City Manager for Unclassified Employees, shall be recommended by the City Attorney and referred to the Commission Oversight Committee on the Office of the City Attorney before final budget approval by the City Commission. Employees of the City Attorney's Office shall continue to be Members of the Retirement System for Unclassified Employees and Elected Officials, that nothing herein amends those provisions, and that they shall retain all rights and benefits thereunder. All benefits, in addition to salary, shall be in accord with those for the unclassified executives in the City Manager's Office.

~~**SECTION 1: GENERAL UNCLASSIFIED POSITION**~~

~~JOB CLASSIFICATION~~	~~JOB CLASS NO.~~	~~BI-WEEKLY COMPENSATION MINIMUM~~	~~MAXIMUM~~
~~ASSISTANT CITY ATTORNEY I~~	~~1409~~	~~1,102~~	~~1,431~~
~~ASSISTANT CITY ATTORNEY II~~	~~1408~~	~~1,363~~	~~2,237~~
~~FIRST ASSISTANT CITY ATTORNEY~~	~~1405~~	~~2,452~~	~~4,215~~
~~SENIOR ASSISTANT CITY ATTORNEY~~	~~1407~~	~~2,069~~	~~2,715~~
~~OFFICE MANAGER~~	~~2201~~	~~1,807~~	~~2,499~~
~~LEGAL SECRETARY~~	~~2214~~	~~837~~	~~2,058~~
~~PARALEGAL~~	~~2203~~	~~996~~	~~1,475~~
~~RECEPTIONIST~~		~~769~~	~~1,405~~

SECTION 2: **The following lines of SECTION 1 of Ordinance No. 1605 are hereby amended to read as follows:**

SECTION 1:

* * *

B. Grades and Classifications

GRADE	CLASSIFICATION	UNION
26	City Attorney	Unclassified
26	City Manager	Unclassified
25	Deputy City Manager	Unclassified
24	Assistant City Manager	Unclassified
24	Chief Deputy City Attorney	Unclassified
24	Chief Financial Officer	Unclassified
23	Deputy City Attorney	Unclassified
23	Fire Chief	Unclassified
23	Police Chief	Unclassified
22	Executive Assistant to the City Manager	Unclassified
22	Public Works Director	Unclassified
21	Assistant Chief of Police	Unclassified
21	Assistant Fire Chief	Unclassified
21	Building Director	Unclassified
21	Capital Improvement Projects Director	Unclassified

21	City Clerk	Unclassified
21	~~First~~ Assistant City Attorney	Unclassified
21	General Services Director	Unclassified
21	Human Resources Director	Unclassified
21	Management & Budget Director	Unclassified
21	Neighborhood Services Director	Unclassified
21	Parking Director	Unclassified
21	Planning Director	Unclassified
21	Parks & Recreation Director	Unclassified
20	Assistant Director - Finance	Unclassified
20	Community / Economic Development Director	Unclassified
20	Cultural Affairs & Tourism Development Director	Unclassified
20	Fire Division Chief	Unclassified
20	Fire Marshall	Unclassified
20	Information Technology Division Director	Unclassified
20	Police Division Major	Unclassified
19	Assistant Director - Building	Unclassified
19	Assistant Director – CIP	Unclassified
19	Assistant Director - Community / Economic Development	Unclassified
19	Assistant Director - Public Works	Unclassified
19	Bass Museum Director	Unclassified
19	Beach Patrol Captain	Unclassified
19	Budget Officer	Unclassified
19	Chief of Staff	Unclassified
19	Code Compliance Director	Unclassified
19	Community Information Manager	Unclassified
19	Executive Assistant to the Chief	Unclassified
19	Fleet Management Division Director	Unclassified
19	Internal Auditor	Unclassified
19	Police Captain	Unclassified
19	Procurement Division Director	Unclassified
19	Property Management Division Director	Unclassified
19	Public Information Coordinator	Unclassified
19	Sanitation Director	Unclassified
~~19~~	~~Senior Assistant City Attorney~~	Unclassified
19	Special Assistant to the City Manager	Unclassified
19	Transportation and Concurrency Manager	Unclassified
18	Affirmative Action Officer	Unclassified
18	Application Systems Manager	Unclassified
18	Assistant Director - Neighborhood Services	Unclassified
18	Assistant Director - Parking	Unclassified
18	Assistant Director - Parks	Unclassified
18	Assistant Director - Planning	Unclassified

18	Assistant Director - Recreation	Unclassified
18	Chief Accountant	Unclassified
18	Expenditure / Treasury Manager	Unclassified
18	Finance Manager	Unclassified
18	Human Resources Administrator II	Unclassified
18	Labor Relations Division Director	Unclassified
18	Police Commander	Unclassified
18	Redevelopment Coordinator	Unclassified
18	Revenue Manager	Unclassified
18	Senior Capital Projects Coordinator	Unclassified
18	Systems Support Manager	Unclassified
18	Technical Services Manager	Unclassified
18	Utilities Superintendent	Unclassified
17	Account Manager - Finance	Unclassified
17	Arts, Culture & Entertainment Director	Unclassified
17	Assets Manager	Unclassified
17	Assistant Director - Code Compliance	Unclassified
17	Assistant Division Director - Property Management	Unclassified
17	Assistant For Labor Relations	Unclassified
17	Assistant to the Neighborhood Services Director	Unclassified
17	Assistant Internal Auditor	Unclassified
17	Call Center / Customer Service Manager	Unclassified
17	Capital Improvement Administrator - Finance	Unclassified
17	Capital Projects Coordinator	Unclassified
17	Chief Accessibility Inspector	Unclassified
17	Chief Structural Plans Examiner	Unclassified
17	Community Development and Housing Division Director	Unclassified
17	Construction Management Division Director	Unclassified
17	Cultural Arts Division Director	Unclassified
17	Economic Development Division Director	Unclassified
17	Employment Supervisor	Unclassified
17	Grants Manager	Unclassified
17	Historic Preservation Coordinator	Unclassified
17	Housing Manager	Unclassified
17	Manager – Finance	Unclassified
17	Office of Community Services Division Director	Unclassified
17	Organizational Development & Training Coordinator	Unclassified
17	Planning & Zoning Manager	Unclassified
17	Preservation & Design Manager	Unclassified
17	Risk Manager	Unclassified
17	Service Delivery Manager	Unclassified
17	Special Projects Coordinator	Unclassified
16	Assistant Director - Procurement Division	Unclassified
16	Assistant Director - Sanitation	Unclassified

16	**Assistant City Attorney ~~II~~ (II)**	**Unclassified**
16	Assistant City Clerk	Unclassified
16	Capital Improvement Administrator	Unclassified
16	Capital Projects Administrator	Unclassified
16	Chief Building Inspector	Unclassified
16	Chief Electrical Inspector	Unclassified
16	Chief Elevator Inspector	Unclassified
16	Chief Engineering Inspector	Unclassified
16	Chief Mechanical Inspector	Unclassified
16	Chief Plumbing Inspector	Unclassified
16	Civil Engineer III	Unclassified
16	Claims Coordinator	Unclassified
16	Community Development Coordinator	Unclassified
16	Community Resources Coordinator	Unclassified
16	Database Administrator	Unclassified
16	Employee Benefits Coordinator	Unclassified
16	Financial Analyst III	Unclassified
16	Human Resources Administrator I	Unclassified
16	Implementation Services Manager	Unclassified
16	Log Cabin Program Administrator	Unclassified
16	Mayor / Commissioner Aide	Unclassified
16	Network Administrator	Unclassified
16	Office of Child Development Director	Unclassified
16	Parks Superintendent	Unclassified
16	Police Plans & Policies Manager	Unclassified
16	Principal Planner	Unclassified
16	Project Planner/Designer	Unclassified
16	PSCU Administrator	Unclassified
16	Public Information Officer	Unclassified
16	Real Estate Economist	Unclassified
16	Senior Auditor	Unclassified
16	Senior Management & Budget Analyst	Unclassified
16	Streets & Lighting Superintendent	Unclassified
16	Organizational Development & Training Specialist	Unclassified
16	Transportation Coordinator	Unclassified
16	Utility Billing Supervisor	Unclassified
15	Assistant Director - Bass Museum	Unclassified
15	CDBG Projects Coordinator	Unclassified
15	Central Services Coordinator	Unclassified
15	Code Compliance Supervisor	Unclassified
15	Departmental ADA Coordinator	Unclassified
15	EMS Training Coordinator	Unclassified
15	Film & Print Coordinator	Unclassified
15	Financial Analyst II	Unclassified
15	Fire Protection Analyst	Unclassified

15	Development Coordinator	Unclassified
15	Grants Writer / Researcher	Unclassified
15	Information Technology Specialist III	Unclassified
15	Inspection Services Coordinator	Unclassified
15	Media Specialist	Unclassified
15	Property / Evidence Supervisor	Unclassified
15	Redevelopment Specialist	Unclassified
15	Safety Officer	Unclassified
15	Senior Planner	Unclassified
15	Senior Plans Designer	Unclassified
15	Senior Capital Projects Planner	Unclassified
15	Special Events Coordinator	Unclassified
15	Structural Engineer	Unclassified
15	Tourism & Convention Director	Unclassified
~~14~~	~~Assistant City Attorney I~~	~~Unclassified~~
14	CDBG Program Analyst	Unclassified
14	Civil Engineer II	Unclassified
14	Communications Manager	Unclassified
14	Community Development Specialist	Unclassified
14	Construction Manager	Unclassified
14	Curator	Unclassified
14	Curator of Collections	Unclassified
14	Curator of Education	Unclassified
14	Entertainment Industry Liaison	Unclassified
14	Environmental Specialist	Unclassified
14	Housing Specialist	Unclassified
14	Information Technology Specialist II	Unclassified
14	Landscape Architect	Unclassified
14	Legal Administrator	Unclassified
14	Log Cabin Education Coordinator	Unclassified
14	Parking Administration Manager	Unclassified
14	Parking Operations Manager	Unclassified
14	Police Records Manager	Unclassified
14	Records Manager	Unclassified
14	Recreation Supervisor II	Unclassified
14	Sanitation Superintendent	Unclassified
14	Social Worker	Unclassified
14	Transportation Engineer	Unclassified
14	Victims Advocate	Unclassified
13	Agenda Coordinator	Unclassified
13	Auditor	Unclassified
13	Executive Office Associate II	Unclassified
13	Financial Analyst I	Unclassified
13	Fleet Analyst	Unclassified

13	Grants Writer / Researcher	Unclassified
13	Management & Budget Analyst	Unclassified
13	Office Manager	Unclassified
13	Human Resources Specialist	Unclassified
13	Planner	Unclassified
13	Public Art Coordinator	Unclassified
13	Public Information Specialist	Unclassified
13	Security Specialist	Unclassified
13	Special Events Liaison	Unclassified
12	Building Records Supervisor	Unclassified
12	Civil Engineer I	Unclassified
12	Community Development Technician	Unclassified
12	Executive Office Associate I	Unclassified
12	Field Agent	Unclassified
12	Field Inspector	Unclassified
12	Homeless Program Coordinator	Unclassified
12	Information Technology Specialist I	Unclassified
12	Labor Relations Technician	Unclassified
12	Legal Secretary	Unclassified
12	Police Financial Assistant	Unclassified
12	Police Public Information Officer	Unclassified
12	Police Records Supervisor	Unclassified
12	Property Management Contracts Coordinator	Unclassified
12	Registrar	Unclassified
12	Senior Procurement Specialist	Unclassified
11	Case Worker	Unclassified
11	Elder Affairs Coordinator	Unclassified
11	Ice Rink Manager	Unclassified
11	Log Cabin Employment Specialist / Job Coordinator	Unclassified
11	Office Associate V	Unclassified
11	Sanitation Coordinator	Unclassified
10	Code Violations Clerk	Unclassified
10	Paralegal	Unclassified
9	Office Associate IV	Unclassified
8	Graffiti Removal Coordinator	Unclassified
7	Log Cabin Instructor	Unclassified
7	Office Associate III	Unclassified
7	Receptionist	Unclassified
5	Office Associate II	Unclassified

4	Log Cabin Driver / Instructor Aide	Unclassified
3	Office Associate I	Unclassified

SECTION 3: **The following lines of SECTION 2 of Ordinance No. 1605 are hereby amended to read as follows:**

~~**SECTION 2: EXECUTIVE POSITIONS IN THE UNCLASSIFIED SERVICE**~~

~~**JOB CLASSIFICATION**~~	~~**JOB CLASS NO.**~~	~~**BI-WEEKLY COMPENSATION MINIMUM**~~	~~**MAXIMUM**~~
~~CITY ATTORNEY~~	~~1401~~	~~Determined by Commission~~	
~~CHIEF DUPUTY CITY ATTORNEY~~	~~1402~~	~~3,653~~	~~5,575~~
~~DEPUTY CITY ATTORNEY~~	~~1403~~	~~3,462~~	~~4,722~~

SECTION 4: **REPEALER.**

That all ordinances or parts 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: **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 relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 7: **EFFECTIVE DATES.**

This Ordinance Amendment shall become effective upon final approval of the City Commission.

PASSED and ADOPTED this ____ day of _____, 2003.

_____

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 7-23-03 Date

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CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, September 10, 2003, at the times listed below**, to consider the following:

at 10:50 a.m.:
AN ORDINANCE AMENDING ORDINANCE NO. 1605 AS AMENDED, BEING THE UNCLASSIFIED EMPLOYEES SALARY ORDINANCE; BY AMENDING THE TITLES OF THE CLASSIFICATIONS OF FIRST ASSISTANT CITY ATTORNEY TO ASSISTANT CITY ATTORNEY AND ASSISTANT CITY ATTORNEY II TO ASSISTANT CITY ATTORNEY (II); ABOLISHING THE TITLES OF THE CLASSIFICATIONS OF ASSISTANT CITY ATTORNEY I AND SENIOR ASSISTANT CITY ATTORNEY; CORRECTING THE PUBLIC RECORD BY DELETING CERTAIN LINES; AND PROVIDING FOR REPEALER, SEVERABILITY, EFFECTIVE DATE, AND CODIFICATION.

Inquiries may be directed to the Legal Department at (305) 673-7470.

at 11:00 a.m.:
AN ORDINANCE AMENDING CHAPTER 122 OF THE MIAMI BEACH CITY CODE ENTITLED "CONCURRENCY MANAGEMENT," BY AMENDING SECTION 122.8(D) THEREIN TO ALLOW FOR THE ADOPTION OF PROGRAMS OR POLICIES ALLOWING EXEMPTIONS FROM TRANSPORTATION CONCURRENCY REQUIREMENTS FOR SMALL BUSINESSES WHICH IMPACTS TO THE EXISTING ROADWAY LEVEL OF SERVICE HAVE BEEN DETERMINED TO BE MINOR; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

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

at 11:30 a.m.:
AN ORDINANCE AMENDING CHAPTER 14 OF THE CITY OF MIAMI BEACH CODE BY AMENDING DIVISION 2 THEREOF ENTITLED "PERMIT FEES," AND BY AMENDING APPENDIX A ENTITLED "FEE SCHEDULE," BY AMENDING SECTIONS 14-61 THROUGH 14-70 ENTITLED "DIVISION 2. PERMIT FEES," PROVIDING FOR AN INCREASE IN PERMIT AND INSPECTION FEES FOR BUILDING, PLUMBING, ELECTRICAL AND MECHANICAL WORK AND FOR OTHER BUILDING DEPARTMENT ACTIVITIES; AND PROVIDING FOR ANNUAL INCREASES IN SUCH FEES BEGINNING IN FISCAL YEAR 2004-2005 BASED UPON THE CONSUMER PRICE INDEX; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Inquiries may be directed to the Finance Department at (305) 673-7466.

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. Copies of these ordinances are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be 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.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding, or to request information on access for persons with disabilities, or to request this publication in accessible format, or to request sign language interpreters, should contact the City Clerk's office at (305) 673-7411, no later than four days prior to the proceeding. If hearing impaired, contact the City Clerk's office via the Florida Relay Service numbers, (800) 955-8771 (TTY) or (800) 955-8770 (VOICE).
(Ad #0199)

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

An Ordinance amending Section 106-346, entitled "Definitions", of Miami Beach City Code Article VIII, entitled "Parades", of Miami Beach City Code Chapter 106, entitled "Traffic and Vehicles"; "defining demonstration, rally, picket line; creating Miami Beach City Code Section 106-375, to be entitled "Prohibited Activities" of City Code Article VIII, entitled "Parades", of Miami Beach City Code Chapter 106, entitled "Traffic and Vehicles"; establishing regulations concerning parades and demonstrations; prohibiting certain activities at parades, demonstrations, rallies, picket lines and parades in public places in the City, providing for repealer, severability, codification and effective date.

Issue:

Shall the City Commission adopt the Ordinance on First Reading and schedule Second Reading/Public Hearing on October 15, 2003?

Item Summary/Recommendation:

In light of upcoming events it is necessary to adopt the attached ordinance on first reading and schedule a second reading/public hearing on October 15, 2003. It is also recommended that the attached ordinance amendment be referred to the Community Affairs Committee for further discussion and review prior to final adoption on second reading.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Christina M. Cuervo, Kevin Crowder

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R5C

DATE 9-10-03

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING SECTION 106-346, ENTITLED "DEFINITIONS", OF MIAMI BEACH CITY CODE ARTICLE VIII, ENTITLED "PARADES", OF MIAMI BEACH CITY CODE CHAPTER 106, ENTITLED "TRAFFIC AND VEHICLES"; "DEFINING DEMONSTRATION, RALLY, PICKET LINE; CREATING MIAMI BEACH CITY CODE SECTION 106-375, TO BE ENTITLED "PROHIBITED ACTIVITIES" OF CITY CODE ARTICLE VIII, ENTITLED "PARADES", OF MIAMI BEACH CITY CODE CHAPTER 106, ENTITLED "TRAFFIC AND VEHICLES"; ESTABLISHING REGULATIONS CONCERNING PARADES AND DEMONSTRATIONS; PROHIBITING CERTAIN ACTIVITIES AT PARADES, DEMONSTRATIONS, RALLIES, PICKET LINES AND PARADES IN PUBLIC PLACES IN THE CITY, PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

Adopt the Ordinance on First Reading and schedule Second Reading/Public Hearing on October 15, 2003.

ANALYSIS

The City of Miami Beach encourages the free exercise of First Amendment rights to free speech and has been a popular site for demonstrations and assemblies protesting and advocating a wealth of issues. In recent events across the country, individuals and groups have engaged in parades and demonstrations with the unlawful purpose of damaging property and injuring other persons through the use of materials such as large pieces of wood, metal or plastic pipes, projectile launches, bricks, stones, paint and weapons.

These recent events have led to civil unrest and disturbances that have taken place in the cities such as Seattle, San Diego, Los Angeles, Toronto and St. Louis, resulting in injuries to participants and other persons and damage to property caused by the use of weapons and objects used as weapons and projectiles. During such recent events across the country, participants in demonstrations, marches and assemblies have released noxious gas in public areas to call attention to themselves and their organizational objectives, and in the process, have worn gas masks to allow them to engage in this unlawful activity devoid of any intent to convey a particularized message. Additionally, participants in

demonstrations have used devices to lock one another in an attempt to obstruct the public's ability to freely move in the public areas or into and out of public and private buildings.

The upcoming conference of the Free Trade Area of the Americas (FTAA) taking place from November 17, 2003 – November 21, 2003, is scheduled to conduct meetings in close proximity to the City which will result in thousands of participants protesting and demonstrating in the streets. Based on reliable information obtained by City officials and officials from neighboring jurisdictions, it appears that the City may become an attractive venue for demonstrations due to its closeness to the conference site and the lodging of several of its ministerial. As such, there is a potential for civil unrest, disturbances and destructive protests resulting from certain groups of demonstrators who advocate property destruction through the use of weapons and other materials.

The City desires to minimize the ability and opportunity to threaten public health and safety while safeguarding the rights of others to lawfully exercise their First Amendment rights. The Courts have recognized the right of municipalities to enact reasonable time, place and manner restrictions on parades and demonstrations while at the same time safeguarding First Amendment rights of individuals who wish to express their views and assemble.

As such, the City desires to adopt regulations during demonstrations, parades, assemblies, rallies and picket lines, which serve the significant government interests of protecting and safeguarding the health and safety of persons who participate in demonstrations, assemblies, parades, picket lines and rallies and those who attend or view these events as well as protecting property while allowing the free exercise of First Amendment rights. The attached ordinance provides definitions for "demonstration", "rally" and "picket line". Furthermore it specifies prohibited activities, such as the possession of weapons, as defined therein, during any demonstration, rally or picket line. Weapons for purposes of this section are defined as sticks, crobars, glass bottles, stones, spray paint, etc., and the ordinance further restricts persons from wearing masks, except for public safety personnel.

The prohibited activities are limited and apply only to demonstrations, rallies, picket lines and parades, as defined in the ordinance. Locations are defined to the location where said demonstrations, rallies, picket lines and parade take place. The specific elements of the Ordinance should be addressed in the Community Affairs Committee between first and second reading, and can be narrowed and limited as deemed appropriate.

CONCLUSION

In light of the upcoming FTAA it is necessary to adopt the attached ordinance on first reading and schedule a second reading/public hearing on October 15, 2003. It is also recommended that the attached ordinance amendment be referred to the Community Affairs Committee for further discussion and review prior to final adoption on second reading.

The City's restrictions are narrowly tailored so that they do not become unreasonable for persons to exercise their First Amendment rights.

JMG/CMC/rar
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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING SECTION 106-346, ENTITLED "DEFINITIONS", OF MIAMI BEACH CITY CODE ARTICLE VIII, ENTITLED "PARADES", OF MIAMI BEACH CITY CODE CHAPTER 106, ENTITLED "TRAFFIC AND VEHICLES"; "DEFINING DEMONSTRATION, RALLY, PICKET LINE; CREATING MIAMI BEACH CITY CODE SECTION 106-375, TO BE ENTITLED " PROHIBITED ACTIVITIES" OF CITY CODE ARTICLE VIII, ENTITLED "PARADES", OF MIAMI BEACH CITY CODE CHAPTER 106, ENTITLED " TRAFFIC AND VEHICLES"; ESTABLISHING REGULATIONS CONCERNING PARADES AND DEMONSTRATIONS; PROHIBITING CERTAIN ACTIVITIES AT PARADES, DEMONSTRATIONS, RALLIES, PICKET LINES AND PARADES IN PUBLIC PLACES IN THE CITY, PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND EFFECTIVE DATE.

WHEREAS, the City of Miami Beach encourages the free exercise of First Amendment rights to free speech; and

WHEREAS, the City of Miami Beach has been a popular site for demonstrations protesting and advocating numerous issues; and

WHEREAS, in recent events across the country, individuals and groups have engaged in parades and demonstrations with the unlawful purpose of damaging property and injuring other persons through the use of materials such as large pieces of wood, metal or plastic pipes, projectile launches, bricks, stones, paint and weapons; and

WHEREAS, in recent events across the country, civil unrest and disturbances have taken place such as in the cities of Seattle, San Diego, Los Angeles, Toronto and St. Louis, resulting in injuries to participants and other persons and damage to property caused by the use of weapons and objects used as weapons and projectiles; and

WHEREAS, in recent events across the country, participants in demonstrations and marches have released noxious gas in public areas to call attention to themselves and their organizational objectives, and in the process, have worn gas masks to allow them to engage in this unlawful activity devoid of any intent to convey a particularized message; and

WHEREAS, in recent events across the country, participants in demonstrations have used devices to lock one another in an attempt to obstruct the public's ability to freely move in the public areas or into and out of public and private buildings; and

WHEREAS, the upcoming conference of the Free Trade Area of the Americas (FTAA) is scheduled to conduct meetings in close proximity to the City which will result in thousands of participants protesting and demonstrating in the streets; and

WHEREAS, based on reliable information obtained by City officials and officials from neighboring jurisdictions, it appears that the City may become an attractive venue for demonstrations due to its closeness to the conference site and the lodging of several of its ministerial; and

WHEREAS, there is a potential for civil unrest, disturbances and destructive protests resulting from certain groups of demonstrators who advocate property destruction through the use of weapons and other materials; and

WHEREAS, the City desires to minimize the ability and opportunity to threaten public health and safety while safeguarding the rights of others to lawfully exercise their First Amendment rights; and

WHEREAS, the courts have recognized the right of municipalities to enact reasonable time, place and manner restrictions on parades and demonstrations while at the same time safeguarding First Amendment rights of individuals who wish to express their views and assemble; and

WHEREAS, the City desires to adopt regulations during demonstrations, parades, rallies and picket lines, which serve the significant government interests of protecting and safeguarding the health and safety or persons who participate in demonstrations, parades, picket lines and rallies and those who attend or view these events as well as protecting property while allowing the free exercise of First Amendment rights; and

WHEREAS, The City's restrictions are narrowly tailored so that they do not become unreasonable for persons to exercise their First Amendment rights.

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

SECTION 1. That Section 106-346, entitled "Definitions" of Miami Beach City Code Article VIII, entitled "Parades" of Miami Beach City Code Chapter 106, entitled " Traffic and Vehicles" is hereby amended to read as follows:

Chapter 106. Traffic and Vehicles

ARTICLE VIII. Parades

Section 106-346. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them by this section, except where the context clearly indicates a different meaning:

Parade means any march or procession consisting of persons, animals, vehicles or any combination thereof, traveling upon any public way, within the territorial jurisdiction of the city.

Demonstration means a public gathering, procession or parade, the primary purpose of which is the exercise of the rights of assembly and free speech as guaranteed by the First Amendment of the Constitution of the United States.

Rally means a gathering of people with the intent to arouse enthusiasm or support for a common cause.

Picket line means a line of protesters outside a place of work with the purpose of intercepting outsiders and prevent them from working for employers with whom the organization is at variance.

SECTION 2. That Section 106-375, entitled "Prohibited activities", of Article VIII, entitled "Parades", of Miami Beach City Code Chapter 106, entitled "Traffic and Vehicles", is created to read as follows:

Section 106-375. Prohibited activities.

The following prohibitions shall apply to demonstrations, rallies, picket lines and parades:

(a) It shall be unlawful for any person to exhibit or display, while participating in any demonstration, assembly, rally, picket line or parade, any weapon. For purposes of this section, "weapon" shall mean any pistol, rifle, shotgun or other firearm, whether loaded or unloaded, air rifle, air pistol, paintball gun, paintball rifle, explosive, blasting cap, knife, hatchet, ax, slingshot, blackjack, metal knuckles, mace, iron buckle, ax handle, crowbar, or any other instrument customarily use or intended for use as a dangerous weapon.

(b) It shall be unlawful for any person to carry or possess any length of lumber, wood or wood lath greater than one foot in length or greater than one quarter (1/4) inch in thickness;

(c) It shall be unlawful for any person to carry or possess any length of plastic pipe or metal greater than one foot in length or greater than one quarter inch (1/4") in thickness, and the mounting, if any, for such sign complies with subsection (b);

(d) It shall be unlawful for any person to carry any sign, poster, plaque, or notice, whether mounted or not, unless such sign, poster, plaque or notice is constructed solely of a cloth, paper, or cardboard material no greater than one quarter inch (1/4") in thickness.

(e) It shall be unlawful for any person to carry or possess any projectile launcher or other device which is commonly used for the purpose of launching, hurling, or throwing any object, liquid, material or other substance.

(f) It shall be unlawful for any person to carry or possess any glass bottles, glass jars or glass containers.

(g) It shall be unlawful for any person to carry or possess spray paint cans.

(h) It shall be unlawful for any person to carry or possess balloons filled with any material or substance other than air, oxygen or helium.

(i) It shall be unlawful for any person to carry or possess bricks, stones, rocks or pieces of asphalt or concrete.

(j) It shall be unlawful for any person to carry, possess or wear, any gas mask or similar device designed to filter all air breathed and that would protect the respiratory tract and face against irritation, noxious or poisonous gases, with the

intent to conceal his or her physical identity for the purpose of engaging or attempting to engage in unlawful acts, except that such masks may be worn by law enforcement officers, fire emergency officials, or other officials at their direction for public safety purposes during the scope of their employment.

(k) It shall be unlawful for any person to carry or possess any Sleeping Dragon Device, with the intent to use the device to deny or obstruct the public's ability to freely move about on roadways, sidewalks, or into or out of buildings. For purposes of this subsection, a Sleeping Dragon Device shall mean a section of pipe, or a container, filled with weighted material, handcuffs, chains, or other locking devices utilized for the purpose of locking a person or persons to other person or persons or other objects.

(l) It shall be unlawful for any person to fail to abide by the instructions of a police officer or traffic enforcement officer, given for the purpose of accomodating traffic, including emergency vehicles, through and across a parade route, demonstration, rally or picket line.

Nothing in this section shall prohibit a disabled person from carrying a cane, walker or similar device necessary for providing mobility so that the person may participate in the demonstration, parade, rally or picket line.

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, 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 part of the Code of the City of Miami Beach, Florida. The sections of the Ordinance may be renumbered or relettered to accomplish such intention, and the word" ordinance" may be changed to " section", " article", or other appropiate word.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this _____ day of _____, 2003.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 9/5/02
Date

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

An Ordinance amending the Code of the City of Miami Beach amending Section 142-1107 by providing that vacant lots fronting Ocean Drive that existed as of January 1, 1999 may be used for provisional or temporary parking lots as provided for in Sections 130-70 and 130-71.

Issue:

Shall an ordinance that changes the prohibitions of parking lots on Ocean Drive be adopted?

Item Summary/Recommendation:

Currently, parking lots as a main permitted use on Ocean Drive are not allowed. The proposed amendment would permit provisional or temporary parking lots on Ocean Drive on lots that were vacant as of January 1, 1999.

The Administration recommends that the City Commission not approve the proposed ordinance.

Advisory Board Recommendation:

At the August 28, 2001 meeting, the Planning Board voted unanimously (5-0, two members absent) to recommend to the City Commission not to approve the proposed ordinance.

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Planning Department – Jorge G. Gomez/Mercy Lamazares

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R5D

DATE 9-10-03

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez
City Manager

First Reading Public Hearing

Subject: Revisions to the Parking Lots Regulations for Certain Lots on Ocean Drive

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, FLORIDA, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS" OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING SECTION 142-1107, "PARKING LOTS OR GARAGES ON CERTAIN LOTS" BY PROVIDING THAT VACANT LOTS FRONTING OCEAN DRIVE THAT EXISTED AS OF JANUARY 1, 1999 MAY BE USED FOR PROVISIONAL OR TEMPORARY PARKING LOTS AS PROVIDED FOR IN SECTIONS 130-70 AND 130-71 OF THE MIAMI BEACH CITY CODE; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission not approve the proposed ordinance.

ANALYSIS

The proposed amendment to the "Parking lots and garages on certain lots" section of the City Code stems from the City Commission's desire to re-evaluate and consider legislation which would alleviate the existing parking shortage and be in the best interest of the City. The City Commission's concern relates to the demand for parking that exists in the Ocean Drive area. Specifically, the following is noted with regard to the pertinent section of the code:

Section 142-1107 "Parking lots and garages on certain lots"

This section was originally enacted to forestall the demolition of historic buildings for the creation of parking lots as main permitted uses on Ocean Drive. While there are currently several historic districts that now protect those buildings from such conversions, Ocean Drive is the centerpiece of the South Beach tourist orientation of Miami Beach. The historic use of the street has been as the retail and residential center of life in South Beach. Allowing parking along this street, however temporary in nature, will delay development of those parcels into uses which will serve the residents, tourists and other visitors who come to this city for its history, architecture, lifestyle and nightlife. Allowing parking lots on the beachfront on Ocean Drive will detract from all of those attractions.

The proposed amendment would create short-term parking lots in the middle of a bustling, pedestrian-oriented retail-residential community, such as Ocean Drive. It would create isolation of buildings from one another, and be an isolated district of its own. Although the proposed ordinance would help provide parking in the Ocean Drive area, those needs can be better met in the near future by developments now under way which will be providing parking in close proximity to Ocean Drive. While there may be a temporary shortage of parking facilities in the Ocean Drive area, there are nearby facilities that could fulfill the need. Changing the regulations for this short-term gain would be out of scale with the needs of the neighborhood.

Commission Action

June 6, 2001 - During the City Commission meeting, there was a discussion regarding a four (4) month extension of time that would permit the Provisional Parking lot at 15th Street and Ocean Drive to continue operating even though they had reached the time limit of eighteen (18) months for this type of parking lot.

A motion was made by Vice-Mayor Garcia and seconded by Commissioner Bower (approved 6-1; Commissioner Liebman opposed), to express the sentiment of the City Commission to support finding a method to allow the lot to continue to operate for an additional four (4) months.

June 27, 2001 - The City Commission approved on first reading an ordinance establishing a temporary moratorium on the enforcement of certain regulations pertaining to the operation of parking lots on Ocean Drive. Concurrently, the City Commission discussed and referred to the Planning Board, a proposed ordinance amending the Land Development Regulations that would permit provisional or temporary parking lots on Ocean Drive.

A motion was made by Commissioner Cruz and seconded by Vice-Mayor Garcia to approve on first reading the ordinance establishing a temporary moratorium (approved 5-2, Commissioners Bower and Liebman opposed).

July 18, 2001 - Commissioner Garcia made a motion to approve, on second reading, public hearing, the ordinance establishing a temporary moratorium on the enforcement of certain regulations pertaining to the operation of parking lots on Ocean Drive. The motion was seconded by Commissioner Cruz and approved 5-2 (Vice-Mayor Bower and Commissioner Liebman opposed).

August 28, 2001 - The Planning Board held a public hearing on this item and voted unanimously (5-0, two members absent) to recommend to the City Commission not to approve this proposed ordinance.

September 20, 2001 – A resolution setting a public hearing to consider the proposed amendment was not adopted by the Commission.

October 17, 2001 – The City Commission held a discussion regarding Ronald Molko's

request to extend the expiration of the provisional parking lot at 1458 Ocean Drive for an additional six months. The City Attorney, Mr. Dubbin, informed the Commission that the Administration could be instructed to prepare an ordinance extending the moratorium. The City Commission directed the Administration to place a Moratorium Ordinance on the November 28, 2001 meeting and to set a public hearing for the first meeting in April 2002, to consider an ordinance amending the provisions of the City Code relative to parking lots on Ocean Drive.

November 28, 2001 – Ordinance placing a temporary moratorium on the enforcement of certain regulations on the operation of parking lots on Ocean Drive approved on first reading. The ordinance provided for the dissolution of the moratorium upon the earlier of May 1, 2002 or upon the adoption of amendments to the City Code relative to parking lots on Ocean Drive.

December 19, 2001 – The ordinance establishing the temporary moratorium on the enforcement of certain regulations on the operation of parking lots on Ocean Drive was adopted on second reading.

May 29, 2002 – At this meeting, the City Commission opened and continued the first reading of the ordinance to the September 11, 2002 meeting.

September 11, 2002 – At this meeting, the Commission opened and continued the first reading of the ordinance to the first meeting in March 2003.

March 19, 2003 – At this meeting, the Commission opened and continued the first reading of the ordinance to the June 11, 2003 meeting.

June 11, 2003 - At this meeting, the Commission opened and continued the first reading of the ordinance to the September 10, 2003 meeting

CONCLUSION

Pursuant to Sec. 118-164(2), the subject amendment requires two advertised public hearings on the proposed ordinance, with at least one hearing held after 5:00 p.m. The public notice shall be advertised at least 7 days before the first hearing date; the second shall be advertised at least 5 days prior to the second public hearing. An affirmative vote of 5/7ths of all members of the Commission shall be required to enact this amendment to the Land Development Regulations of the City Code.

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING CHAPTER 142 OF THE MIAMI BEACH CITY CODE ENTITLED "ZONING DISTRICTS AND REGULATIONS" BY AMENDING SECTION 142-1107 ENTITLED "PARKING LOTS OR REGULATIONS ON CERTAIN LOTS" BY PROVIDING THAT VACANT LOTS FRONTING OCEAN DRIVE THAT EXISTED AS OF JANUARY 1, 1999 MAY BE USED FOR PROVISIONAL OR TEMPORARY PARKING LOTS AS PROVIDED FOR IN SECTIONS 130-70 AND 130-71 OF THE MIAMI BEACH CITY CODE; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, at the time that Section 142-1107 of the City Code was enacted to prohibit certain parking lots as main permitted uses on Ocean Drive, the intent was to insure that property owners did not have an incentive to demolish historic buildings then utilize the vacant lots as parking lots or garages; and

WHEREAS, Ocean Drive extends through two local historic districts, thus historic buildings on Ocean Drive are preserved and protected thereby, and not readily subject to demolition to provide parking facilities; and

WHEREAS, subsequent to the enactment of Section 142-1107 of the City Code, stringent certificate of appropriateness standards for the demolition of historic structures were adopted to further protect the integrity of the City's historic districts and buildings; and

WHEREAS, parking is in great demand on Ocean Drive due to the transformation of South Beach and, in particular, Ocean Drive into an international tourist destination which welcomes millions of visitors each year; and

WHEREAS, due to the recent closure of certain parking facilities in the Ocean Drive area, parking is at an even greater premium, remains at a critical level of demand, and few vacant lots exist on Ocean Drive which could be used for parking; and

WHEREAS, the City Commission deems it in the best interest of the City to reevaluate and consider legislation concerning whether parking lots or garages may be allowed in some manner on Ocean Drive in order to address the critical demand for parking in the Ocean Drive area; and

WHEREAS, in view of the need for additional parking facilities in the Ocean Drive area, the health, welfare, and safety of the City is served by allowing vacant lots fronting Ocean Drive, that existed as of January 1, 1999, to be used as provisional or temporary parking lots as provided in Sections 130-70 and 130-71 of the City Code.

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

SECTION 1. That Section 142-1107 of the Miami Beach City Code is hereby amended as follows:

Section 142-1107. Parking Lots or Garages on Certain Lots.

Parking lots or garages when a main permitted use shall not be permitted on lots fronting on Ocean Drive or Espanola Way. However, notwithstanding the above, lots fronting Ocean Drive that were vacant as of January 1, 1999 may be used as provisional or temporary parking lots as provided for in Sections 130-70 and 130-71 of the City Code.

SECTION 2. REPEALER.

All ordinances or parts of ordinances 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 a 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. **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 on the _____ day of _____, 2002.

PASSED AND ADOPTED this _____ day of _____, 2002.

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

[signature] 5/22/02
City Attorney Date

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CITY OF MIAMI BEACH
NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY given that a public hearing will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, May 29, 2002, at 3:00 p.m.**, to consider the following:

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, FLORIDA, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS" OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING SECTION 142-1107, "PARKING LOTS OR GARAGES ON CERTAIN LOTS" BY PROVIDING THAT VACANT LOTS FRONTING OCEAN DRIVE THAT EXISTED AS OF JANUARY 1, 1999 MAY BE USED FOR PROVISIONAL OR TEMPORARY PARKING LOTS AS PROVIDED FOR IN SECTIONS 130-70 AND 130-71 OF THE MIAMI BEACH CITY CODE; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND EFFECTIVE DATE.

INQUIRIES may be directed to the Planning Department at (305) 673-7550.

ALL INTERESTED PARTIES are invited to appear at this hearing 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 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 inadmissable or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding should contact the City Clerk's office no later than four days prior to the proceeding. Telephone (305) 673-7411 for assistance; if hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (VOICE), for assistance.

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

An ordinance of the Mayor and City Commission amending the FLUM and Goals, Policies and Objectives of the Comprehensive Plan for a parcel of unplatted land of approximately 5.6+/- acres located on Terminal Island, with a floor area ratio (FAR) of 1.0

Issue:

Should the City Commission:

1. Approve changing the Future Land Use Map of the Comprehensive Plan in order to create a multifamily land use designation in Terminal Island which would be surrounded by light industrial land use designations?
2. Amend Goals, Objectives and Policies of the Comprehensive Plan that would create:
   a. Incompatibility of the proposed uses with the existing ones;
   b. Increase density in an area that does not currently permit residential uses;
   c. Contravene hurricane evacuation procedures;
   d. Amend Goals, Policies and Objectives of the Comprehensive Plan?

Item Summary/Recommendation:

The request is applicant-driven and there is a potential for creating incompatible land uses when changing from industrial to residential uses, which is in direct contradiction to the Goal, Policies and Objectives of the Comprehensive Plan. In addition, the request would increase the potential for hurricane evacuation in an area of the City that currently does not allow residential uses, as well as requiring that be amended.

The Administration recommends that the City Commission continue this item to the October 15, 2003 meeting, as requested by the applicant.

Advisory Board Recommendation:

At the October 22, 2002 meeting, the Planning Board passed a motion (5-2) recommending that the City Commission **not** approve the requests to amend the Future Land Use Map and the text of the Goals, Objectives and Policies of the Comprehensive Plan based on the inconsistencies with the review criteria, as well as the incompatibility of the proposed use with the existing uses.

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Mercy Lamazares/Jorge G. Gomez, Planning Department

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R5E

DATE 9-10-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez
City Manager

First Reading-Public Hearing

Subject: **Proposed amendment to the Goals, Policies and Objectives and to the Future Land Use Map of the Comprehensive Plan**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE CATEGORY FOR A PARCEL OF UNPLATTED LAND OF APPROXIMATELY 5.6 +/- ACRES ON TERMINAL ISLAND, LOCATED SOUTH OF THE MACARTHUR CAUSEWAY, FROM THE CURRENT LAND USE CATEGORY I-1, LIGHT INDUSTRIAL WITH A FLOOR AREA RATIO (FAR) OF 1.0, TO THE PROPOSED FUTURE LAND USE CATEGORY OF RM-PRD, MULTIFAMILY, PLANNED RESIDENTIAL DEVELOPMENT WITH A FLOOR AREA RATIO (FAR) OF 1.0; AND AMENDING GOALS, POLICIES AND OBJECTIVES OF THE COMPREHENSIVE PLAN IN ORDER TO ALLOW THE REQUESTED FUTURE LAND USE CATEGORY FOR THE SUBJECT PROPERTY; DIRECTING TRANSMITTALS OF THIS ORDINANCE AND ALL APPLICABLE DOCUMENTS TO AFFECTED AGENCIES

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission continue this item to the October 15, 2003 meeting as requested by the applicant.

OVERVIEW

The applicant, James F. Silvers, Trustee, 1100 Fifth Street, Miami Beach, Florida, is requesting to amend the Future Land Use Map (FLUM) of the City of Miami Beach Comprehensive Plan by changing the Future Land Use Category for a parcel of unplatted land of approximately 5.604 acres on Terminal Island, located south of the MacArthur Causeway, from the Current Land Use category I-1, Light Industrial, to the proposed Future Land Use Category of RM-PRD, Multifamily Planned Residential Development, retaining the existing floor area ratio (FAR) of 1.0 as permitted in the I-1 Light Industrial category. The request will also necessitate a text amendment to the Goals, Policies and Objectives of the Comprehensive Plan of the City of Miami Beach.

The Comprehensive Plan (Plan) provides for the RM-PRD FLU category; however, the Land Development Regulations (LDRs) of the City Code would require a new zoning district to be created, in order to accommodate the specific site development characteristics desired by the developer for the RM-PRD-3 zoning district. Upon approval of the FLUM and Comprehensive Plan amendment, the applicant is also requesting an amendment to the Zoning District Map and LDRs to reflect the new zoning district and regulations being created. It should be noted that the change to the Zoning Map and the district regulations could only be approved after the Department of Community Affairs and all other reviewing agencies have reviewed the amendments to the Comprehensive Plan and FLUM.

Planning staff had several meetings with the applicant prior to the submission of the applications for Planning Board review, in order to assist with the process and ensure complete submission of all required documents and exhibits. During the course of these meetings, several copies of the Comprehensive Plan were provided to the applicant and his consultants in order to facilitate the understanding of the complex issues involved with regard to this application. At that time, staff also expressed concerns relative to the change of land use designation of the property for a number of reasons, among which were the increase in density on a land use that currently does not permit residential uses, the incompatibility of residential with the industrial uses remaining on Terminal Island and with the U.S. Coast Guard base, which is located across the channel to the east, and the diminution of industrial zoning districts.

Below is a summary of events leading to this Commission hearing:

May 28, 2002 – Applicant made a presentation of the concept plan for the property to the Planning Board in order to receive preliminary feedback and guidance. The Board continued the applications to the July 23, 2002 meeting.

July 23, 2002 - The U.S. Coast Guard submitted a letter raising several objections and concerns relative to this initiative. In addition, they had representatives present at the July 23, 2002 Planning Board meeting, who reiterated those concerns during the meeting. At that time, the applicant requested that this matter be continued to the September meeting in order to be able to meet with the U.S. Coast Guard and try to address their concerns.

September 24, 2002 - At this Planning Board meeting, the U. S. Coast Guard reported that they had met with the developer, who had addressed some of the issues they had raised, however, they were still concerned about the incompatibility of uses, as well as their role in the security of the country. At this meeting, the Board requested that staff contact the Port of Miami or Miami-Dade County regarding the proposed land use change for the property, from a port facility and industrial use, to a multifamily residential use.

October 22, 2002 - Staff contacted the Metropolitan Planning Division of the Miami-Dade County Planning Department. We were informed that the County very strongly discourages the elimination of sites designated for industrial uses because once that land use designation is lost, very seldom it can be regained somewhere else. The Comprehensive Development Master Plan for Miami-Dade County (as amended through April 2001) states

that "Residential development is incompatible with major industrial concentrations and shall not occur in areas designated as "Industrial and Office" on the Land Use Plan map to **avoid use conflicts and for health and safety, and residential service planning reasons." (emphasis added).** The Plan goes on to state that minor exceptions may be granted, for instance, when the industrially designated site immediately adjoins a currently developed or platted residential area and it is determined that the residential component provides a compatible transition along the boundary. This information was related to the Planning Board.

Based on the above information, it is apparent that the County, with much more land areas designated for industrial use, is also concerned about the loss of these areas, as they are necessary for a community in order to keep noxious uses separated from residential uses. As previously expressed, the City of Miami Beach has very limited areas designated for light industrial uses and the loss of even a small potion of those areas may be detrimental for the community.

The U. S. Coast Guard also had representatives at this meeting who expressed again their concerns about the incompatibility of uses, as well as concerns from a security perspective.

SITE DATA

Future Land Use: I-1 Light Industrial District

Land Uses: Currently the site is a container port and overflow parking area for the Fisher Island Ferry Terminal. To the east, across the channel, lies the U. S. Coast Guard Station. The parcel to the west is designated PF Public Facilities and contains the City's maintenance facilities. Government Cut lies to the south. MacArthur Causeway borders on the north. The Florida Power and Light substation and The Fisher Island ferry landing are located on the western-most portion of island, contiguous to the City's maintenance facilities.

REVIEW CRITERIA:

Traditionally in the past, when reviewing a request for Comprehensive Plan amendments, either to the FLUM or text, the criteria listed for amendments to the land development regulations has been used for the evaluation of such requests:

1. **Whether the proposed change is consistent and compatible with the comprehensive plan and any applicable neighborhood or redevelopment plans.**

   Not Consistent - The proposed amendment is not consistent with the Comprehensive Plan. The following review will address each of the applicable elements of the Plan to determine whether the application is Consistent, Not Consistent or Partially Consistent:

1. FUTURE LAND USE ELEMENT

GOAL

Ensure that the character and location of land uses maximize the potential for economic benefit and the enjoyment of natural and man-made resources by citizens while minimizing the threat to health, safety and welfare posed by hazards, nuisances, incompatible land uses and environmental degradation.

a. Policy 1.2 – Low Density Planned Residential Category (RM-PRD)

Partially Consistent – To the extent that the desire is to change the FLUM to this category, this future land use category is contemplated in the Plan. This land use category permits 25 dwelling units per acre and a floor area ratio of 1.0. The parcel subject to this request is approximately 5.6 acres, thus creating the potential for the development of 140 dwelling units. However, due to the remaining uses on the island, the potential for incompatible land uses is created, which is in direct contradiction to the Goal.

b. OBJECTIVE 4: HURRICANE EVACUATION

Continue to coordinate City (*i.e.*, coastal area) population densities with the Metropolitan Dade County Emergency Operations Plan, which is the local hurricane evacuation plan for Miami Beach, and the Lower southeast Florida Hurricane Evacuation Plan, the regional hurricane evacuation plan by approving no Future Land Use map or zoning map amendments that increase density.

Policies 4.2 – Permitted city population densities shall be reduced to better conform with the Metropolitan Dade County Office of Emergency Management's 1991 Emergency Operations Plan and the experience with Hurricane Andrew.

Not Consistent – The proposed change to the FLUM from Light Industrial, which prohibits residential uses, to a residential land use category, will increase the population density in this area of the City.

c. OBJECTIVE 5: CONCURRENCY MANAGEMENT

Meet the concurrency management requirements of Ch. 9J-5.0055 *FAC* and the LDR, and the land needs for utilities.

Policy No. 5.2 – Measuring conformance with the Level of Service for water, sewer, solid waste and drainage; for recreation; for traffic.

Partially Consistent – The project proposed for this site under the RM-PRD Future Land Use category may fail water, sewer and recreation levels of service.

d. OBJECTIVE 6: INCONSISTENT USES

The City land development regulations shall continue to provide for the discontinuation of non-conforming land and building uses which are incompatible or inconsistent with the Future Land Use Plan.

Policy 6.1 Expansion or replacement of land uses, which are incompatible with the Future Land Use Plan, shall be prohibited and enforced through zoning decisions.

Not Consistent – The proposed FLU designation of RM-PRD would be incompatible with the Light Industrial category existing throughout Terminal Island.

2. TRAFFIC CIRCULATION ELEMENT

GOAL:

To ensure the development of a safe, efficient and integrated motorized and non-motorized transportation system in the City of Miami Beach.

a. OBJECTIVE 1: LEVEL OF SERVICE

To require that roadways within the City operate at acceptable levels of service (LOS) coordinated with the Future Land use Map.

Policy 1.1: The City hereby adopts the following peak hour LOS standards for each listed facility type:

- Local roads – LOS Standard D
- Collector roads – LOS Standard D
- Arterial roads - LOS Standard D
- Limited access roads - LOS Standard D

Not Consistent – According to the revised Concurrency Calculation Sheet issued by the Transportation and Concurrency Management Division, the Trip Generation Determination is as follows: (these calculations were revised in order to show the proposal by the applicant of a total of 100 dwelling units, and on the existing use of the site – a container port/marine terminal, rather than a warehouse)

- *Light Industrial –Waterport/Marine Terminal = 5.5 (+/-) acres x 11.93 trips per acre – 65.615 trips*
- *Condominium = 100 x 5.86 trips per unit = 586 trips*
- *Yacht Slips = 17 x 2.96 per slip = 48.62 trips*
- *Restaurant = 96 x 2.86 trips per seat = 274.56 trips*
- *Total net trips generated by proposed development = 843.565*

Based and this determination, credits and trip allowances, the applicant would have to pay for mitigation of 55.67529 trips at a cost of $112,241.38.

3. PORTS, AVIATION AND RELATED FACILITIES

GOAL:

There shall be no expansion of the existing port or new facility siting of ports, airports or related facilities in the City of Miami Beach.

a. OBJECTIVE 1: PORT FACILITY EXPANSION

There shall be no future land use changes which would allow for the expansion of existing cargo port terminal; new port or airport facilities are not feasible.

Policy 1.2 – The existing MacArthur Causeway cargo terminal shall continue to be designated Light Industrial on the Future Land Use Map as to protect the facility from the encroachment of incompatible land uses.

Not Consistent – The applicant is requesting a FLUM amendment that would change the FLU category from Light Industrial to RM-PRD. The request is contrary to this policy.

b. OBJECTIVE 2: MACARTHUR CAUSEWAY

Maintain the integrity of the Future Land Use Map in order to meet the traffic Level of Service standards on the MacArthur Causeway; measurability shall be 0 (zero) such Plan amendments.

Policy 2.2 – The projected level of service standard for the MacArthur Causeway shall be reduced below adopted levels as a result of either traffic from the MacArthur Causeway terminal or Future Land Use Plan amendments.

Partially Consistent – It appears that the level of service standard may be affected according to the evaluation issued by the Transportation and Concurrency Management Division, however, a more in-depth evaluation will need to be performed.

4. INFRASTRUCTURE: SANITARY SEWER, SOLID WASTE, DRAINAGE AND POTABLE WATER

GOAL:

Provide for potable water, sanitary sewer, drainage and solid waste facilities which meet the city's needs in a manner which promotes the public health, sanitation, environmental protection, operational efficiency, and beneficial land use and redevelopment patterns.

a. Objective 5: OBJECTIVE 5: LEVEL OF SERVICE STANDARDS

The City shall continue to maintain and provide potable water, sanitary sewer, solid waste disposal and drainage facilities at adopted level of service standards to ensure that adequate facility capacity is available for proposed and existing commercial and residential developments within its jurisdiction.

Policy 5.1 – The following City-wide Level of Service standards shall be used as the basis for determining the availability of facility capacity…

Partially Consistent – The information provided by Coastal Systems International, one of the consultants for the proposed development for this site, states that "While the 8-inch line should provide sufficient capacity to the site, an additional requirement of 62,890 gpd will be required to meet the development requirements." Likewise, "Based on the water supply analysis… there will be deficit of approximately 62,890 pd for sanitary sewer requirements."

5. CONSERVATION/COASTAL ZONE MANAGEMENT

GOAL:

Provide public improvements and restrict development activities that would damage or destroy coastal resources, protect human life and limit public expenditures in areas subject to destruction by natural disasters in a manner maintaining or improving the marine and terrestrial animal habitats, vegetation land, air, water, and the visual, aesthetic quality of Miami Beach for present and projected, future populations.

a. Objective 4: HURRICANE EVACUATION

The existing time period required to complete the evacuation of people from Miami Beach prior to the arrival of sustained gale force winds shall be maintained or lowered by 1995.

Policy 4.9 – Selected City population density maximums shall be reduced as a part of this Plan to better coordinate with the 1991 Metropolitan Dade County Emergency Operations Plan, which is the local hurricane evacuation plan for Miami Beach, and the 1991 Lower Southeast Florida Hurricane Evacuation Plan, the regional hurricane evacuation plan.

Not Consistent – The changes to the FLUM from light industrial to RM-PRD, which is a residential land use category, would increase the population density of the subject site, which currently does not allow residential uses.

b. Objective 9: DENSITY LIMITS

Direct population concentrations away from citywide coastal high hazard area by prohibiting residential density increases.

Policy 9.2 - In addition to the density reductions in the Future Land Use Element of 1-94 changes to this Plan, the City shall approve no future land use plan map amendments that cumulatively increase residential densities. Furthermore, the City shall continue to evaluate ways to further modify the Future Land Use Map to reduce densities and intensities.

Not Consistent *– The request to amend the FLUM would increase the density of the subject parcel from Light Industrial to RM-PRD, which is a residential use.*

6. RECREATION AND OPEN SPACE ELEMENT

GOAL:

Develop and Maintain a Comprehensive System of Parks and Recreational Open spaces to Meet the Needs of the Existing and Future Population by Maximizing the Potential Benefits of Existing Facilities and Open Space While Encouraging the Preservation and enhancement of the Natural Environment.

a. Objective 2: OBJECTIVE 2: LEVEL OF SERVICE STANDARDS

Ensure that parks and recreational facilities are adequately and efficiently provided by enforcing the following level of service standards and related guidelines through the concurrency management system.

Partially Consistent – The project proposed for the amended FLU may fail levels of service established for some of the types of recreational facilities.

2. Whether the proposed change would create an isolated district unrelated to adjacent or nearby districts.

Not Consistent – The proposed amendment would create an isolated district that would change a Light Industrial district to a residential district within Terminal Island. The proposed residential land use category would be surrounded by industrial uses, which would be unrelated and incompatible land uses.

3. **Whether the change suggested is out of scale with the needs of the neighborhood or the city.**

Not Consistent –The proposed land use, along with the envisioned high-rise project with a mega-yacht marina and a restaurant with 96 seats, would be out of scale with the residential single-family neighborhoods of Palm, Hibiscus and Star Islands on the north side of the MacArthur Causeway. At the same time, the proposed mega-yacht marina may have an adverse impact on the U.S. Coast Guard station across the channel, east of subject property.

4. **Whether the proposed change would tax the existing load on public facilities and infrastructure.**

Partially Consistent – It may be possible that the proposed land use and comprehensive plan change diminish commercial traffic, but at the same time, the changes may also increase traffic because of the residential and commercial uses proposed. However, not enough information has been submitted and further evaluation will be necessary.

5. **Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

Not Consistent – The district boundaries for this proposed amendment follow property lines for the parcel of land in question. However, the proposed land use category is not logical in relation to the existing conditions of the adjacent properties and land use.

6. **Whether changed or changing conditions make the passage of the proposed change necessary.**

Not Consistent - The proposed amendment does not appear to relate to changing conditions of the existing land use category or the uses in Terminal Island. The U.S. Coast Guard Base, the FPL transformer station, the Fisher Island ferry terminal and the City's maintenance facilities are not likely to be relocated any time in the foreseeable future.

7. **Whether the proposed change will adversely influence living conditions in the neighborhood.**

Partially Consistent – The proposed land use change may negatively impact the future residents of the proposed project, as the rest of Terminal Island would remain

light industrial, including the City's vehicle repair yard, the Florida Power and Light substation and the Fisher Island ferry terminal.

8. **Whether the proposed change will create or excessively increase traffic congestion beyond the levels of service as set forth in the comprehensive plan or otherwise affect public safety.**

   Partially Consistent – It may be possible that the proposed land use and comprehensive plan change diminish commercial traffic, but at the same time, the changes may also increase traffic because of the residential and commercial uses proposed. However, not enough information has been submitted and further evaluation will be necessary.

9. **Whether the proposed change will seriously reduce light and air to adjacent areas.**

   Partially Consistent – The proposed project for the amended land use category of RM-PRD consists partially of a residential tower approximately 160 feet in height, but with a potential of 200 feet in height, which may reduce light and air to adjacent areas.

10. **Whether the proposed change will adversely affect property values in the adjacent area.**

    Inconclusive – The adjacent properties in Terminal Island and the U.S. Coast Guard Station will remain as Light Industrial, however, it is not possible to predict how a high-rise, residential property may affect the values of the single family neighborhoods on Palm, Hibiscus and Star Islands, on the north side of MacArthur Causeway.

11. **Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.**

    Not Consistent - The proposed amendment would have an effect on the limited Light Industrial FLU designations that exist in the City. The loss of areas classified for industrial uses has a negative impact on how a municipality functions in terms of being able to provide utilitarian, light industrial services that are necessary to its residents. These services include, but are not limited to, warehouses, utilities and ferry terminals.

12. **Whether there are substantial reasons why the property cannot be used in accordance with existing zoning.**

    Not Consistent – There are no substantial reasons why the subject property cannot continue to be used in accordance with the existing land use classification. The

subject property is a commercial seaport and has been under an industrial land use classification since as early as 1930.[1]

13. Whether it is impossible to find other adequate sites in the city for the proposed use in a district already permitting such use.

Not Consistent – There are opportunities in the City to site a project such as the one proposed, which would not require a FLUM and Comprehensive Plan Text Amendment.

ANALYSIS

The applicant is requesting to amend the FLUM and the text of the Plan in order to convert the site from its current I-1 Light Industrial FLU category to RM-PRD Residential Planned Development. The applicant originally submitted a concept plan that represented a larger magnitude for the proposed project; however the development concept for the subject site has since been modified and consists of the following:

- A residential tower approximately 160 feet in height, consisting of approximately 40 units, but which could be increased to a total of 90 units;
- Ten townhouse units along Government Cut, approximately 50 feet in height;
- A racket club;
- A 165-space parking garage;
- A 17-slip mega-yacht marina with vessels mooring parallel to the seawall;
- A 96-seat restaurant.

At the time of original submission, the applicant also submitted a number of signed letters from neighbors in the Palm, Hibiscus and Star Islands who indicated support of his project.

* * *

The Administration has several concerns relative to this application, and these concerns have been expressed to the applicant on several occasions by the Planning Department staff. First, and most important, this request would mix incompatible uses - industrial and residential. This site is adjacent to the City's vehicle repair yard, with the FPL substation and the ferry terminal also located on the island. History has shown that when residential uses start intruding into industrial areas, the industrial-designated areas start diminishing as the residents become uncomfortable with those uses.

Secondly, the request is inconsistent with, and would contravene several objectives and policies of the Comprehensive Plan. These inconsistencies and contravention of Plan and City policy would require very serious consideration before the Plan is amended. As can be observed in the review criteria, this application is not consistent with six of the goals,

1. Zoning Ordinance of City of Miami Beach, Florida, dated December 3, 1930. The Use District Map shows the area of what is known today as Terminal Island, classified as "BF" Business District with allowed uses such as ship yards and dry docks, oil and/or gasoline storage tanks.

objectives and policies of the Plan and it is partially consistent with 4. The application is also not consistent with 8 of the review criteria, partially consistent with 4 and inconclusive with one.

Throughout the process of this application, the U. S. Coast Guard has expressed concerns relative to security for various reasons. The U.S. Coast Guard base is connected to Terminal Island through a vehicular bridge, which also gives the base, access to MacArthur Causeway. Moreover, the width of the channel between the base and Terminal Island is about +/- 300 feet. When Coast Guard vessels scramble on emergencies, the vessels take off at a high rate of speed, which could result in a liability issue if one of the vessels that would dock on the opposite side of the channel from the Base moves at the same time.

Although in some instances the adaptive re-use of formerly industrial buildings have been successfully converted to residential uses, the isolated nature of Terminal Island, which is designated I-1, Light Industrial in its entirety, would not constitute a good example. The existing structure on the site is proposed to be demolished in order to make room for the proposed residential development. The proposed change in land use designation would create an isolated land use contravening Plan and City Code policies and regulations.

Lastly, the City of Miami Beach has a very limited industrial zoning district - a 1½-block area north of Dade Boulevard and west of Alton Road, and the area at Terminal Island, off the MacArthur Causeway. The request to change the land use category on a portion of Terminal Island would further erode the light industrial category, which would effectively limit even more the areas where the light industrial activities could occur. Light industrial activities are necessary and support the functionality of any community. In addition, the residential use proposed by the applicant, with the exception of the mega-yacht marina included in the concept plan, is allowed in all the Residential FLU categories in the City.

PLANNING BOARD ACTION

At the October 22, 2002 meeting, the Planning Board passed a motion (5-2) recommending that the City Commission **not** approve the requests to amend the Future Land Use Map and the text of Policy 1.2 of the Ports, Aviation and Related Facilities based on the inconsistencies with the review criteria, as well as the incompatibility of the proposed use with the existing uses. Furthermore, the Planning Board did not review or consider the accompanying amendments to the land development regulations. Should the City Commission decide to approve the requested amendments to the Comprehensive Plan, the ordinance amending the development regulations would have to be remanded back to the Planning Board for their review and recommendation prior to the City Commission public hearing on this matter.

CITY COMMISSION ACTION

January 8, 2003 - the Commission opened and continued this item at the request of the applicant. The public hearing was continued to a date and time certain of February 5, 2003 at 5:01 p.m.

February 5, 2003 - the Commission opened and continued this item at the request of the applicant to a time certain of May 21, 2003 at 5:01 p.m.

May 21, 2003 - the Commission opened and continued this item at the request of the applicant to a time certain of September 10, 2003 at 5:01 p.m.

CONCLUSION

The request is an amendment to the Goals, Policies and Objectives, as well as a change to the Future Land Use Map of the Comprehensive Plan. Chapter 163.3187, Fl. Stat., provides that amendments directly related to proposed small-scale development involving 10 acres of land or less may be adopted after one public hearing by the City Commission. However, although the land area involved is less than 10 acres, because this request also involves an amendment to the Goals, Policies and Objectives of the Plan, Chapter 163.3184 F.S. requires that the local governing body hold at least two advertised public hearings, one at the transmittal stage and the second public hearing at the adoption stage. Should the City Commission not approve this ordinance on first reading, the process does not go any further.

The required 30-day mailed notice was sent on December 6, 2002. In addition, as required by State Statutes, a newspaper notice was also published, at least seven days before the City Commission first reading public hearing.

JMG/CMC/JGG/ML

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,

1) AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE CATEGORY FOR A PARCEL OF UNPLATTED LAND OF APPROXIMATELY 5.6 +/- ACRES ON TERMINAL ISLAND, LOCATED SOUTH OF THE MACARTHUR CAUSEWAY FROM THE CURRENT LAND USE CATEGORY I-1, "LIGHT INDUSTRIAL," WITH A FLOOR AREA RATIO (FAR) OF 1.0, TO THE PROPOSED FUTURE LAND USE CATEGORY OF "RM-PRD," MULTIFAMILY, PLANNED RESIDENTIAL DEVELOPMENT WITH A FLOOR AREA RATIO (FAR) OF 1.0; and

2) AMENDING PART II: GOALS, OBJECTIVES AND POLICIES OF THE CITY OF MIAMI BEACH COMPREHENISVE PLAN, BY AMENDING POLICY 4.2 OF OBJECTIVE 4 "HURRICANE EVACUATION," OF THE FUTURE LAND USE ELEMENT; BY AMENDING POLICY 1.2 OF OBJECTIVE 1: "PORT FACILITY EXPANSION" OF THE "PORTS, AVIATION AND RELATED FACILITIES" ELEMENT; AMENDING POLICY 9.2 OF OBJECTIVE 9, "DENSITY LIMITS," OF THE "CONSERVATION/COASTAL ZONE MANAGEMENT," ELEMENT, IN ORDER TO ALLOW THE REQUESTED FUTURE LAND USE CATEGORY FOR THE SUBJECT PROPERTY; DIRECTING TRANSMITTALS OF THIS ORDINANCE AND ALL APPLICABLE DOCUMENTS TO AFFECTED AGENCIES.

WHEREAS, the applicant James F. Silvers, Trustee, a contract purchaser of the subject property, has made application to the City of Miami Beach to amend the Future Land Use Map of the Comprehensive Plan of the City to change the future land use designation for the property located at 120 MacArthur Causeway (a/k/a Sun Terminal), a parcel of unplatted land of approximately 5.6 +/- acres, from I-1 Light Industrial, to RM-PRD Multifamily, Planned Residential Development, in order to redevelop the site; and

WHEREAS, the application for the Comprehensive Plan amendment requires amendments to the Goals, Objectives and Policies of several Elements of the Plan; and

WHEREAS, the Planning Board reviewed this application during a public hearing on October 22, 2002; and

WHEREAS, Planning Board reviews amendments to the Comprehensive Plan of the City of Miami Beach in an advisory capacity to the City Commission.

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

Section 1. That the Future Land Use Map of the City of Miami Beach Comprehensive Plan is hereby amended by changing the land use designation of the property located at 120 MacArthur Causeway (a/k/a Sun Terminal), from the existing Future Land Use Category I-1 Light Industrial, to the proposed Future Land Use Category RM-PRD Multifamily, Planned Residential Development.

Section 2. That Policy 4.2 Of Objective 4 "Hurricane Evacuation," Of The Future Land Use Element is hereby amended as follows:

OBJECTIVE 4: HURRICANE EVACUATION

Continue to coordinate City (*i.e.*, coastal area) population densities with the Metropolitan Dade County Emergency Operations Plan, which is the local hurricane evacuation plan for Miami Beach, and the Lower southeast Florida Hurricane Evacuation Plan, the regional hurricane evacuation plan by approving no Future Land Use map or zoning map amendments that increase density.

Policy 4.2

Permitted city population densities shall be ~~reduced~~ amended from time to time ~~to better~~ in order to conform with the most current Metropolitan Dade County Office of Emergency Management's ~~1991~~ Emergency Operations Plan and the experience with Hurricane Andrew.

Section 3. That Policy 1.2 Of Objective 1: "Port Facility Expansion" Of The "Ports, Aviation And Related Facilities" Element is hereby amended as follows:

~~Policy 1.2~~

~~Conversely, the existing MacArthur Causeway cargo terminal shall continue to be designated Light Industrial on the Future Land Use Map as to protect the facility from the encroachment of incompatible land uses.~~

Section 4. That Policy 4.9 of Objective 4 "Hurricane Evacuation" of the Conservation/Coastal Zone Management Element is hereby amended as follows:

OBJECTIVE 4: HURRICANE EVACUATION

The existing time period required to complete the evacuation of people from Miami Beach prior to the arrival of sustained gale force winds shall continue to be maintained or improved ~~by 1995~~.

Policy 4.9

Selected City population density maximums shall be ~~reduced~~ modified from time to time in order to reflect existing densities, as a part of this Plan to better coordinate with the ~~1991~~ most current Metropolitan Dade County Emergency Operations Plan at the time of the changes, which is the local hurricane evacuation plan for Miami Beach, and the ~~1991~~ most current Lower Southeast Florida Hurricane Evacuation Plan, the regional hurricane evacuation plan.

Section 5. That Policy 9.2 Of Objective 9, "Density Limits," Of The "Conservation/Coastal Zone Management," Element is hereby amended as follows:
OBJECTIVE 9: DENSITY LIMITS

Direct population concentrations away from citywide coastal high hazard area by prohibiting residential density increases.

Policy 9.2

In addition to the density reductions in the Future Land Use Element of 1-94 changes to this Plan, any requests for increase in residential densities in any area of the City shall simultaneously decrease the residential densities in other areas of the City; otherwise, the City shall not be able to approve ~~no~~ future land use plan map amendments that cumulatively increase residential densities. Furthermore, the City shall continue to evaluate ways to further modify the Future Land Use Map to reduce densities and intensities.

Section 6. The Administration is hereby instructed to transmit a copy of this Ordinance and all applicable documents immediately upon approval on First Reading and again after its adoption on Second Reading to all agencies as provided by law. The City Commission hereby requests that the state land planning agency review the plan amendment transmitted herewith.

Section 3. Repealer.

That all Ordinances or parts of Ordinances in conflict herewith be and 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. Inclusion In The Comprehensive Plan.

It is the intention of the City Commission, and it is hereby ordained that Section 1 of this Ordinance shall become and be made part of the City of Miami Beach Year 2000 Comprehensive Plan Part II: Goals, Objectives and Policies, 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 6. Effective Date.

This Ordinance shall become effective ten days after the date of its enactment; however, the effective date of any plan amendment shall be in accordance with Section 163.3184, Florida Statutes.

Passed on First Reading the _____ day of _____200__.

Passed and Adopted on Second and Final Reading this _____day of 200___.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ 12-20-02
City Attorney Date

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9/4/03
Jorge Gonzalez
FYI.
B.

JAMES F. SILVERS, TRUSTEE
1100 FIFTH STREET
MIAMI BEACH, FLORIDA 33139
Telephone: 305-672-0801
Fax: 305-672-1586

September 3, 2003

Mr. George Gonzalez
City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

VIA FAX: 305-673-7559

RE: Marina Point Project
Terminal Island
Items No.: _____ and _____

Dear Mr. Gonzalez:

This letter is a request for a continuance for the above referenced items scheduled for a public hearing on September 10, 2003. I had met with Admiral Harvey E. Johnson Jr. USCG Commander, Seventh Coast Guard District on September 2, 2003 to discuss my project for the Terminal Island property. After the presentation of my design and the discussion that followed, Admiral Johnson directed me to review my project with Captain Mike Lapinski. Captain Lapinski is the Commander of the Integrated Support Command. On the same day, I had the opportunity to meet with Captain Lapinski at the Coast Guard Base. Since there have been several different designs of the project submitted to the Coast Guard in the past year, I told Captain Lapinski that I would be forwarding to him the current plans and a summary of the issues that have been discussed previously.

My request is to reschedule the public hearing for the first December 2003 City Commission meeting. If you have any questions, please call me at your convenience.

Respectfully,

James F. Silvers, Trustee

JFS/tr

Cc: Mayor David Dermer
Miami Beach City Commissioners
Jorge Gomez, Director of Planning and Zoning
Mike Lapinski, Captain, USCG Commander ISC Miami
RADM Harvey E. Johnson Jr. USCG Commander, Seventh Coast Guard District

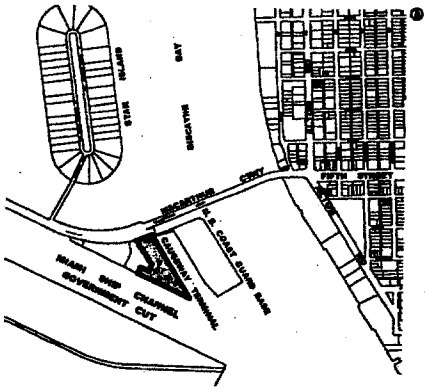
CITY OF MIAMI BEACH NOTICE OF COMPREHENSIVE PLAN TEXT AND FUTURE LAND USE MAP AMENDMENTS AND ZONING MAP AND DEVELOPMENT REGULATIONS AMENDMENTS

James F. Silvers, Trustee, 1100 Fifth Street, Miami Beach, Florida is requesting to amend the Future Land Use Map of the City of Miami Beach Comprehensive Plan by changing the Future Land Use Category from I-1 to RM-PRD, and amending the text of the Comprehensive Plan in order to allow the requested change for a parcel of unplatted land on Terminal Island, located south of the MacArthur Causeway. Upon approval of the above request, the applicant is also requesting to amend the Official Zoning District Map, referenced in Section 142-72 of the Code of the City of Miami Beach, Florida, by changing the Zoning District classification for the property and creating development regulations for future development.

THE CITY OF MIAMI BEACH will hold public hearings on the following ordinances on **WEDNESDAY, January 8, 2003** at **5:01 P.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, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE CATEGORY FOR A PARCEL OF UNPLATTED LAND OF APPROXIMATELY 5.6 +/- ACRES ON TERMINAL ISLAND, LOCATED SOUTH OF THE MACARTHUR CAUSEWAY, FROM THE CURRENT LAND USE CATEGORY I-1, LIGHT INDUSTRIAL WITH A FLOOR AREA RATIO OF 1.0, TO THE PROPOSED FUTURE LAND USE CATEGORY OF RM-PRD, MULTIFAMILY, PLANNED RESIDENTIAL DEVELOPMENT WITH A FLOOR AREA RATIO (FAR) OF 1.0; AND AMENDING THE GOALS, POLICIES AND OBJECTIVES OF THE COMPREHENSIVE PLAN IN ORDER TO ALLOW THE REQUESTED FUTURE LAND USE CATEGORY FOR THE SUBJECT PROPERTY; DIRECTING TRANSMITTALS OF THIS ORDINANCE AND ALL APPLICABLE DOCUMENTS TO AFFECTED AGENCIES; PROVIDING FOR REPEALER, SEVERABILITY, INCLUSION IN THE COMPREHENSIVE PLAN AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING DISTRICT MAP, REFERENCED IN SECTION 142-72 OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR A PARCEL OF UNPLATTED LAND OF APPROXIMATELY 5.6 +/- ACRES ON TERMINAL ISLAND, LOCATED SOUTH OF THE MACARTHUR CAUSEWAY FROM THE CURRENT I-1 LIGHT INDUSTRIAL, TO THE PROPOSED ZONING CLASSIFICATION RM-PRD3, MULTIFAMILY PLANNED RESIDENTIAL DEVELOPMENT, WITH A FLOOR AREA RATIO (FAR) OF 1.0; AMENDING CHAPTER 142 "ZONING DISTRICTS AND REGULATIONS," AMENDING SUBDIVISION III. "RM-PRD MULTIFAMILY, PLANNED RESIDENTIAL DEVELOPMENT DISTRICT BY ADDING SUBDIVISION IIIB. DEVELOPMENT REGULATIONS FOR "RM-PRD3;" PROVIDING FOR REPEALER, SEVERABILITY, INCLUSION AND AN EFFECTIVE DATE.



All 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's Office, 1700 Convention Center Drive, City Hall, Miami Beach, Florida 33139.

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.

In Accordance with the Americans with Disabilities Act of 1990, Persons Needing Special Accommodation to Participate in this Proceeding Should Contact the City Clerk's Office No Later Than Four Days Prior to the Proceeding. Telephone (305) 673-7441 for Assistance; If Hearing Impaired, Telephone the Florida Relay Service Number, (800) 955-8771 (TDD) (800) 955-8770 (Voice), for Assistance.

(Ad Number 0146)

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

An ordinance of the Mayor and City Commission of the City of Miami Beach amending the Official Zoning Map and creating new development regulations for RM-PRD-3 Multifamily, Planned Residential zoning district with a floor area ratio (FAR) of 1.0 for a parcel of land of approximately 5.6+/- acres located on Terminal Island

Issue:

Should the zoning district map of the City and development regulations be amended to create a multifamily residential district on Terminal Island adjacent to I-1 Light Industrial, thereby mixing incompatible uses.

Item Summary/Recommendation:

This request is applicant-driven. Following adoption of the amendments to the Future Land Use Map and the text of the Comprehensive Plan, the Official Zoning Map of the City of Miami Beach must be amended to reflect the new zoning district created. In addition, development regulations for this newly created zoning district must also be reviewed and adopted.

The Administration recommends that the City Commission continue this item to the October 15, 2003 meeting, as requested by the applicant.

Advisory Board Recommendation:

Planning Board – on October 22, 2002, the Board voted 5-2 recommending that the City Commission **not** approve the requests to amend the Official Zoning Map and the proposed development regulations, as the change of zoning designation is incompatible with the zoning designation throughout Terminal Island and the adjacent U.S. Coast Guard Base. The Planning Board also requested that should the City Commission approve the request for rezoning, that the land development regulations for this new zoning district be remanded back to the Board for further review.

Because the approval of the zoning map change and development regulations was contingent upon the approval of the Comprehensive Plan amendments, the proposed regulations were not properly reviewed once the Board recommended not to approve the amendments to the Comprehensive Plan.

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Mercy Lamazares/Jorge G. Gomez, Planning Department

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R5F

DATE 9-10-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez
City Manager

First Reading Public Hearing

Subject: Proposed amendment to Official Zoning District Map and Land Development Regulations of the City Code

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING DISTRICT MAP, REFERENCED IN SECTION 142-72 OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR A PARCEL OF UNPLATTED LAND OF APPROXIMATELY 5.6 +/- ACRES ON TERMINAL ISLAND, LOCATED SOUTH OF THE MACARTHUR CAUSEWAY FROM THE CURRENT I-1 LIGHT INDUSTRIAL, TO THE PROPOSED ZONING CLASSIFICATION RM-PRD3, MULTIFAMILY PLANNED RESIDENTIAL DEVELOPMENT, WITH A FLOOR AREA RATIO (FAR) OF 1.0; AMENDING CHAPTER 142 "ZONING DISTRICTS AND REGULATIONS," AMENDING SUBDIVISION III. "RM-PRD MULTIFAMILY, PLANNED RESIDENTIAL DEVELOPMENT DISTRICT BY ADDING SUBDIVISION IIIB. DEVELOPMENT REGULATIONS FOR "RM-PRD3"

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission continue this item to the October 15, 2003 meeting as requested by the applicant.

OVERVIEW

Upon approval of the amendments to the Comprehensive Plan (FLUM and Goals, Policies and Objectives as described in the companion Commission Memorandum), the applicant, James F. Silvers, Trustee, 1100 Fifth Street, Miami Beach, Florida, is requesting to amend the district classification in the Official Zoning Map for a parcel of unplatted land of approximately 5.604 acres on Terminal Island, located south of the MacArthur Causeway. The property is currently zoned I-1 Light Industrial with a floor are ratio (FAR) of 1.0, and the request is for rezoning to a new classification, RM-PRD3 Residential Multifamily Planned Residential Development, retaining the existing floor area ratio (FAR) of 1.0.

This request would also require new land development regulations to be created in order to accommodate the specific site development characteristics desired by the developer.

Prior to the submission of this request, Planning Department staff met on several occasions with the applicant in order to facilitate the application process. During those meetings, staff also expressed concerns relative to the incompatibility of uses, increased traffic, utility provision, hurricane evacuation and the further erosion of industrial-zoned property. The applicant was also informed that this request is inconsistent with, and would contravene several objectives and policies of the Comprehensive Plan.

The following is a summary of events leading to this City Commission hearing:

May 28, 2002 – Applicant made a presentation of the concept plan for the property to the Planning Board in order to receive preliminary feedback and guidance. The Board continued the applications to the July 23, 2002 meeting.

July 23, 2002 - The U.S. Coast Guard submitted a letter raising several objections and concerns relative to this initiative. In addition, they had representatives present at this Planning Board meeting, who reiterated those concerns. At that time, the applicant requested that this matter be continued to the September meeting in order to be able to meet with the U.S. Coast Guard and try to address their concerns.

September 24, 2002 - At this Planning Board meeting, the U. S. Coast Guard reported that they had met with the developer, who had addressed some of the issues they had raised, however, they were still concerned about the incompatibility of uses, as well as how this incompatibility of uses would affect their role in the security of the country. At this meeting, the Board requested that staff contact the Port of Miami or Miami-Dade County regarding the proposed land use change for the property, from a port facility and industrial use, to a multifamily residential use.

October 22, 2002 - Staff contacted the Metropolitan Planning Division of the Miami-Dade County Planning Department. We were informed that the County very strongly discourages the elimination of sites designated for industrial uses because once that land use designation is lost, very seldom can it be regained somewhere else. The Comprehensive Development Master Plan for Miami-Dade County (as amended through April 2001) states that "Residential development is incompatible with major industrial concentrations and shall not occur in areas designated as "Industrial and Office" on the Land Use Plan map to **avoid use conflicts and for health and safety, and residential service planning reasons." (emphasis added).** The Plan goes on to state that minor exceptions may be granted, for instance, when the industrially designated site immediately adjoins a currently developed or platted residential area and it is determined that the residential component provides a compatible transition along the boundary. This information was related to the Planning Board.

Based on the above information, it appears that the County, with much more land areas designated for industrial use, is also concerned about the loss of these areas, as they are

deemed necessary for a community in order to keep noxious uses separated from residential uses.

The U. S. Coast Guard also had representatives at this meeting who expressed again their concerns about the incompatibility of uses, as well as concerns from a security perspective.

SITE DATA

Future Land Use: I-1 Light Industrial District

Land Uses: Currently the site is a container port and overflow parking area for the Fisher Island Ferry Terminal. To the east, across the channel, lies the U. S. Coast Guard Station. The parcel to the west is designated PF Public Facilities and contains the City's maintenance facilities. Government Cut lies to the south. MacArthur Causeway borders on the north. The Florida Power and Light substation is located on the western-most portion of island, contiguous to the City's maintenance facilities. The Fisher Island ferry landing is located on the western end of Terminal Island.

REVIEW CRITERIA:
In reviewing a request for an amendment to the land development regulations, the following criteria shall be considered when applicable:

1. **Whether the proposed change is consistent and compatible with the comprehensive plan and any applicable neighborhood or redevelopment plans.**

   Not Consistent - The request requires amendments to policies of the Comprehensive Plan as well as to the Future Land Use Map. No neighborhood plans exist for the immediate area.

2. **Whether the proposed change would create an isolated district unrelated to adjacent or nearby districts.**

   Not Consistent – The proposed amendment would create an isolated district that would change a Light Industrial district to a residential district within Terminal Island. The proposed residential land use category would be surrounded by industrial uses, which would be unrelated and incompatible land uses.

3. **Whether the change suggested is out of scale with the needs of the neighborhood or the city.**

   Not Consistent – While the proposed use may reduce commercial traffic, the proposed land use, along with the envisioned high-rise project with a 17-slip mega-yacht marina and a restaurant with 96 seats, would have the potential of increasing

traffic and be out of scale with the residential single-family neighborhoods of Palm, Hibiscus and Star Islands on the north side of the MacArthur Causeway. At the same time, the proposed mega-yacht marina may have an adverse impact on the U.S. Coast Guard station across the channel, south of subject property.

4. **Whether the proposed change would tax the existing load on public facilities and infrastructure.**
   Partially Consistent – While it is possible that the proposed land use and comprehensive plan change may diminish the commercial traffic, it is also probable that traffic in general may be increased. However, further studies and evaluation will be necessary.

5. **Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

   Not Consistent – The district boundaries for this proposed amendment follow property lines for the parcel of land in question. However, the proposed land use category is not logical in relation to the existing conditions of the adjacent properties and land use.

6. **Whether changed or changing conditions make the passage of the proposed change necessary.**

   Not Consistent - The proposed amendment does not appear to relate to changing conditions of the existing land use category or the uses in Terminal Island. The U.S. Coast Guard Base, the FPL transformer station, the Fisher Island ferry terminal and the City's maintenance facilities are not likely to be relocated any time in the foreseeable future.

7. **Whether the proposed change will adversely influence living conditions in the neighborhood.**

   Partially Consistent – The proposed land use change may negatively impact the future residents of the proposed project, as the rest of Terminal Island would remain light industrial, including the City's vehicle repair yard, the Florida Power and Light substation and the Fisher Island ferry terminal.

8. **Whether the proposed change will create or excessively increase traffic congestion beyond the levels of service as set forth in the comprehensive plan or otherwise affect public safety.**

   Partially Consistent – While it is possible that the proposed land use and comprehensive plan change may diminish the commercial traffic, it is also probable that traffic in general may be increased. However, further studies and evaluation will be necessary.

9. Whether the proposed change will seriously reduce light and air to adjacent areas.

Partially Consistent – The proposed project for the amended land use category of RM-PRD consists partially of a residential tower approximately 160 feet in height (as indicated in the concept plan), which will affect view corridors and may reduce light and air.

10. Whether the proposed change will adversely affect property values in the adjacent area.

Inconclusive – The adjacent properties in Terminal Island and the U.S. Coast Guard Station will remain as Light Industrial, however, it is not possible to predict how a high-rise, residential property may affect the values of the single family neighborhoods on Palm, Hibiscus and Star Islands, on the north side of MacArthur Causeway.

11. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.

Not Consistent - The proposed amendment would have an effect on the limited Light Industrial FLU designations that exist in the City. The loss of areas classified for industrial uses has a negative impact on how a municipality functions in terms of being able to provide utilitarian, light industrial services that are necessary to its residents. These services include, but are not limited to vehicle repairs, warehouses, utilities and ferry terminals. The U.S. Coast Guard Base, the FPL transformer station, the ferry terminal and the City's maintenance facilities are not likely to be relocated any time in the foreseeable future.

12. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning.

Not Consistent – There are no substantial reasons why the subject property cannot continue to be used in accordance with the existing land use classification. The subject property is a commercial seaport and has been under an industrial land use classification since as early as 1930.[1]

13. Whether it is impossible to find other adequate sites in the city for the proposed use in a district already permitting such use.

Not Consistent – There are opportunities in the City to site a project similar to the one being proposed without the need to amend the FLUM, Comprehensive Plan, Zoning Map and LDRs.

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1. Zoning Ordinance of City of Miami Beach, Florida, dated December 3, 1930. The Use District Map shows the area of what is known today as Terminal Island, classified as "BF" Business District with allowed uses such as ship yards and dry docks, oil and/or gasoline storage tanks.

ANALYSIS

Upon approval of the request to amend the Future Land Use Map and the policies of the Comprehensive Plan by the City Commission, the applicant is requesting to amend the Official Zoning Map and the Land Development Regulations of the City Code in order to convert the site from its current I-1 Light Industrial zoning classification to RM-PRD-3 Residential Planned Development zoning district.

As part of the application documentation, the applicant originally proposed land development regulations for the new RM-PRD-3 zoning classification and a concept development plan for the subject site that consisted of a residential tower 200 feet in height, townhouses, racket club, 29-slip mega-yacht marina inclusive of mooring slips perpendicular to the seawall facing east and slips on the south side of the property adjacent to Government Cut, a parking garage, and a 196-seat restaurant. After the July 23, 2002 Planning Board meeting, the applicant revised the concept plan as follows:

- reduced the height of the residential tower to approximately 160 feet (as indicated in the concept plan);
- increased the number of townhouse units along Government Cut from 5 to 10;
- increased the height of the townhouses from 40 feet to 50 feet;
- modified the proposed marina so that the vessels moor parallel to the docks rather than perpendicular to the seawall;
- reduced the number of slips at the marina from 29 to 17;
- reduced the capacity of the proposed restaurant from 196 seats to 96 seats

This request is cause for concern for several reasons, which have been expressed to the applicant on several occasions during meetings with Planning Department staff. First, the request is inconsistent with, and would contravene several objectives and policies of the Comprehensive Plan.

Secondly, this request would mix incompatible uses - industrial with residential. This site is adjacent to the City's vehicle repair yard, with the FPL substation and the Fisher Island ferry terminal located on the western-most portion of the island. Staff is concerned that the request to change the use category on a portion of Terminal Island would further erode the light industrial category. When residential uses start intruding into industrial areas, those industrial areas start diminishing as the residents become uncomfortable with those uses.

In addition to the incompatibility of uses, the proposed height also affects view corridors and is incompatible with the scale of surrounding single-family neighborhoods north of MacArthur Causeway. Moreover, the residential use proposed by the applicant, with the exception of the mega-yacht marina included in the concept plan, is allowed in all the Residential FLU categories in the City. With regard to accommodations for large yachts, the City may not be lacking for this kind of facility, as the Miami Beach Marina has slips that can accommodate yachts that exceed 200 feet in length. In this regard, the applicant states

that only vessels of shallow draft can be accommodated; however this information has not been confirmed. In a call to the Miami Beach Marina, the dockmaster informed us that the marina can normally accommodate vessels with a draft of ten feet, except that on very high tide, 13 feet of draft can be accommodated.

Throughout the various public hearings for this application, the U. S. Coast Guard has expressed concerns relative to security and other various reasons. The U.S. Coast Guard base is connected to Terminal Island through a vehicular bridge, which also gives the base, access to MacArthur Causeway. Secondly, the width of the channel between the base and Terminal Island is about +/- 300 feet. When Coast Guard vessels scramble on emergencies, the vessels take off at a speed of approximately 12 knots, which could result in a liability issue if one of the vessels that would dock on the opposite side of the channel from the Base moves at the same time.

Thirdly, there is concern with the revised land development regulations proposed, as they may conflict with adjacent land uses or are not entirely clear as to their purpose. For instance:

- The setback requirement for Buildings from any property line is proposed at 12 feet. This property is adjacent to a vehicle repair yard and a setback of 12 feet may not be sufficient to ameliorate the impact of the incompatible use.

  The original concept plan proposed to have a setback requirement of 15 feet, which was believed to be not enough separation from the existing adjacent uses.

- The regulations propose a minimum setback of 35 feet from any property line for apartment buildings and a minimum of 100 feet from the front property line, which is somewhat confusing and contradictory to the regulation proposed above. However, the minimum setback requirement for the townhouses, which are sited adjacent to Government Cut, is only proposed to be a minimum of 12 feet from any property line.

  The original submission proposed a minimum setback for the townhouses of 15 feet from any property line.

- The maximum height for the apartment tower was proposed to be 200 feet and the townhouses at 40 feet. The townhouses however are increased in number from 5 to 10 and the maximum height has been *increased* to 50 feet, and the apartment tower height was lowered to 160 feet, although this will need to be reviewed with more detail as the total height may exceed the 160 feet.

  Although the new concept plan shows what may be a reduction in height for the residential tower, the regulations proposed would allow a maximum height of 200 feet. There are no guarantees that the "concept" plan will remain at the same height as proposed at this time because the regulations would allow for more height to be added when the "concept" plan turns into a development plan.

- The applicant has not indicated if the project is consistent with the Miami-Dade County Shoreline Review process.

- The regulations provide for commercial uses allowed in the lobby and ground floor of the apartment building for the residents and their guests. The new proposal shows a reduction of seats in the restaurant from 198 to 96 seats. However, the proposed restaurant still appears to be excessive for the number of units proposed in the concept plan. The concept plan is also not clear as to what percentage of the land area will be used for commercial uses, as the Comprehensive Plan contemplates only "...limited accessory commercial uses not to exceed one-percent (1%) of the lot area of the site."

- The concept plan includes a mega-yacht marina, but there are no regulations included for this use, although the marina is being proposed as a main use rather than accessory use to the residential use. The marina as a main use is not a permitted use in the Comprehensive Plan.

- The new proposal includes parking requirements for this development and differs from the original proposal in that one additional space per unit has been added for service personnel. By the same token the new regulations clarify space requirement for each use proposed.

  One of the concerns with the proposed parking requirements is that there is a direct relationship between the requirements and the mass of the parking structure. In addition, with the reduction of the number of restaurant seats, there is also a reduction in the number of required parking spaces for the restaurant. However, the net effect in the new proposal is an increase of 21 parking spaces – from 144 to 165.

In further reviewing the proposed regulations, it is noted that the marina is proposed as a main permitted use. This is cause for concern because depicted in this manner, the marina can be turned into a commercial entity by itself and not as an accessory use for the unit owners as purported verbally to staff. As previously stated, a marina is not a permitted use under this FLU category in the Comprehensive Plan. Moreover, a commercial marina has the potential of increasing the intensity of the proposed uses on the property and the impact on the surrounding area. Furthermore, although the concept plan shows that the mooring of vessels has been changed from perpendicular to parallel mooring and thus may have reduced the number of slips, the length of the east seawall is over 1,000 feet and over 800 feet on the south, therefore, the possibility exists for increasing the number of slips by modifying the distribution of mooring piles along the seawalls.

One of the resources staff may use for analysis is a comparison between the existing regulations for similar uses or districts and where they are located, and the proposed regulations for similarly situated properties. For purposes of this report, staff reviewed the development regulations for bayfront properties in the RM-2, and the regulations for the RM-3 zoning district. The maximum building height in the RM-2 districts, for lots fronting on Biscayne Bay that are larger than 45,000 square feet (the subject parcel is +/- 5.5 acres), is 140 feet (south side of Belle Isle, and north of 15th Street on Bay Road to Dade Boulevard).

The maximum building height in the RM-3 districts is 150 feet for lots fronting Biscayne Bay.
Lastly, as we learn more about the development plans of the City of Miami for Watson Island, located on the western end of the MacArthur Causeway, we believe that traffic will increase because of the draw of Parrot Jungle and the Children's Museum. Although these attractions may also work for the benefit of the City as people decide to continue their trips to the beach, it is also cause for concern that the level of service at the intersection of Terminal Island and MacArthur will be diminished.

PLANNING BOARD ACTION

At the October 22, 2002 meeting, the Planning Board passed a motion (5-2) recommending that the City Commission **not** approve the requests to amend the Official Zoning Map and the proposed development regulations, as the change of zoning designation is incompatible with the zoning designation throughout Terminal Island and the adjacent U.S. Coast Guard Base.

However, the Board made an additional motion requesting that should the City Commission approve the request to amend the FLUM and the Goals, Objectives and Policies of the Comprehensive Plan, that the development regulations for this new zoning district be remanded back to the Board for further review. Because the approval of the zoning map change and development regulations was contingent upon the approval of the Comprehensive Plan amendments, the proposed regulations were not reviewed once the Planning Board recommended not to approve the amendments to the Comprehensive Plan.

CITY COMMISSION ACTION

January 8, 2003 - the City Commission opened and continued this item at the request of the applicant. The public hearing was continued to a date and time certain of February 5, 2003 at 5:01 p.m.

February 5, 2003 - the Commission opened and continued this item at the request of the applicant to a date and time certain of May 21, 2003 at 5:01 p.m.

May 21, 2003 - the Commission opened and continued this item at the request of the applicant to a date and time certain of September 10, 2003 at 5:01 p.m.

CONCLUSION

In view of the foregoing analysis, the inconsistencies with the review criteria, and the incompatibility of uses, the Administration recommends that the City Commission not approve this proposed ordinance. Should the Commission deem it appropriate to approve the proposed amendments to the Zoning Map and the land development regulations as delineated in this report, the adoption of the ordinance cannot take effect until the Florida Department of Community Affairs has approved the amendments to the Comprehensive Plan.

Pursuant to Sec. 118-164(1) of the City Code, because the proposed amendment involves less than 10 contiguous acres, notification to all property owners within 375 feet of the subject property was mailed on or about December 3, 2002. Additionally, a newspaper ad inclusive of a map showing the location of the land subject to these amendments was published in The Miami Herald. In addition, because the request to amend the LDRs is initiated by an applicant other than the City (Sec. 118-164(3)a.), the amending ordinance may be read by title or in full on two separate days. Immediately following the public hearing at the second reading, the Commission may adopt the ordinance by a 5/7^{ths} vote.

JMG/CMC/JGG/ML

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RM-PRD-3 REGULATIONS AS PROPOSED BY JAMES F. SILVERS, TRUSTEE

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING DISTRICT MAP, REFERENCED IN SECTION 142-72 OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR A PARCEL OF UNPLATTED LAND OF APPROXIMATELY 5.6 +/- ACRES ON TERMINAL ISLAND, LOCATED SOUTH OF THE MACARTHUR CAUSEWAY FROM THE CURRENT I-1 LIGHT INDUSTRIAL, TO THE PROPOSED ZONING CLASSIFICATION RM-PRD-3, MULTIFAMILY PLANNED RESIDENTIAL DEVELOPMENT, WITH A FLOOR AREA RATIO (FAR) OF 1.0; AMENDING CHAPTER 142 "ZONING DISTRICTS AND REGULATIONS," AMENDING SUBDIVISION III. "RM-PRD MULTIFAMILY, PLANNED RESIDENTIAL DEVELOPMENT DISTRICT," BY ADDING SUBDIVISION IIIB. "DEVELOPMENT REGULATIONS FOR RM-PRD-3;" PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, James F. Silvers, Trustee, a contract purchaser, filed an application to amend the Official Zoning Map of the Code of the City of Miami Beach for a parcel of unplatted land of approximately 5.6 +/- acres on Terminal Island; and

WHEREAS, this same applicant requested to amend the development regulations to create regulations for a the new RM-PRD3 zoning district; and

WHEREAS, the Planning Board reviewed this application during a public hearing on October 22, 2002; and

WHEREAS, the Planning Board reviews amendments to the Zoning Map and land development regulations in an advisory capacity to the City Commission.

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

Section 1. That the Zoning District And Zoning District Map referenced in Section 142-72 is hereby amended as follows:

Changing the zoning district classification for the property located at 120 Mac Arthur Causeway from the existing zoning district classification I-1, Light Industrial, to the proposed classification RM-PRD-3 Multifamily, Planned Residential Development District 3.

Section 2. That Chapter 142, Division 3, Subdivision III. "RM-PRD Multifamily, Planned Residential Development District is hereby amended as follows:

Division 3. Residential Multifamily Districts

Subdivision IIIB. RM-PRD-3 MultiFamily, Planned Residential Development

Sec. 142-195. Purposes and Uses

1. District Purpose	2. Main Permitted Uses	3. Conditional Uses	4. Accessory Uses
This district is designed to provide for low-medium intensity Multiple-Family Planned Residential Development, with limited accessory commercial use.	Apartments*, Townhouses, Marina	None	See Section 142-901 thru 142-905. Commercial uses as specified in section 142-200

For the Terminal Island Site, residential development is restricted to apartment building and townhouses.

Sec. 142-196. Development Regulations

1. FAR	2. Min. Lot Area	3. Min. Unit Size	4. Max. Bldg. Height
1.0	5 acres	1,500 Sq. Ft.	200 feet

Residential development within this district may not exceed the following: 100 total dwelling units.

Sec. 142-197. Master Plan Approval

Development under this Subdivision shall be subject to review under the design review procedures pursuant to the Chapter 118, Article VI of this Code. For the Terminal Island site, development shall be substantially in compliance with the master plan on file with the planning department, prepared by James F. Silvers, Architect, which reflects a maximum building height of 200 feet for the main structure.

Sec. 142-198. Open Space.

Common landscaped areas shall be a minimum of 10 percent of the site. A minimum of 50 percent of the total landscaped area shall be retained for passive uses, with the remainder available for active uses. Landscaped areas shall be paved for no more than ten percent of their surface. For the purposes of this section, the calculation for open space does include pools, waterscapes, fountains, pool decks, tennis courts and marina decks.

Sec. 142-199. Urban and Architectural Design Guidelines

A. Buildings.

(1) General.

a. *Building use.* All principal buildings shall have residential uses, including townhouses and apartments. Limited accessory lobby floor and ground floor commercial uses shall be allowed as set forth in this section.

b. *Setback requirements.* All new buildings shall be setback from any property line a minimum of 12 feet.

c. *Special sites.* Special sites, which act as the termination of a vista or a leading corner, shall receive architectural or landscaped treatment recognizing their position.

(2) Apartments.

a. *Minimum unit size.* Apartments shall be a minimum of 1,500 square feet.

b. *Minimum average unit size.* Apartments shall be a minimum average of 2,500 square feet.

c. *Maximum building height.* New apartment buildings shall not exceed 200 feet in height.

d. *Setback requirements.* Apartment buildings shall have a setback of a minimum of 100 feet from the front property line. A minimum setback of 35 feet from any property line.

e. *Building use.* Building use shall be primarily residential, with commercial allowed on the lobby and ground floor. All such commercial use shall neither be visible from any public streets nor open to persons other than residents of the proposed development and their guests.

f. *Retail uses.* No retail uses are allowed in this development.

g. *Commercial uses.* Commercial space allowed at ground floor and the lobby floor is limited to: restaurant, health club, recreation uses, storage, marina uses, and business offices.

(3) Townhouses.

a. *Minimum unit size.* Townhouses shall be a minimum of 2,500 square feet in area.

b. *Maximum building height.* Townhouses shall not exceed 50 feet in height (excluding chimneys and elevator towers) to the main roof. Chimneys, elevator towers, enclosed stairwells, covered roof terraces, towers (with footprints less than 600 square feet and a height limit of 14 feet above the main roof) shall be allowed.

c. *Setback requirements.* Townhouses shall be setback a minimum of 12 feet from any property line. Setback requirements shall apply to the enclosed portion of the buildings only.

(4) Marina Dock Master Building.

a. *Maximum building size.* Dock master building shall be a maximum of 3,000 square feet.

b. *Maximum building height.* Dock master building shall not exceed 30 feet in height.

c. *Setback Requirements.* Dock master building shall have a front setback of 20 feet from a property line facing a public right of way. The building shall have a 10 foot setback facing any coastline.

(5) Recreation Building.

a. *Maximum building height.* Recreation buildings shall have a maximum height of 30 feet above any parking garage and 40 feet from the ground.

b. *Setback requirements.* Recreation buildings shall have a minimum setback of 20 feet from any property line.

(6) Parking Structure.

a. *Maximum building height.* Parking garages shall not exceed 25 feet in height.

b. *Setback requirements.* Parking garage shall have a minimum 20 foot setback from any property line.

c. *Visibility requirements.* Any parking garage shall be screened from view by means of landscaping, water features, and/or architectural elements.

B. Parking Requirements

(1) Apartments and Townhouses

a. Two spaces per unit shall be required for each unit.

b. One space per unit shall be required for service of each unit over 3,000 square feet.

(2) Marina - One space per 100 lineal feet of dockage shall be required.

(3) Restaurant - One space for every 4 seats shall be required.

(4) Dock Master - One space shall be required for every 400 square feet of office space.

Sec. 142-200. Accessory Uses

Restaurant, Dock Master, Communication Facilities, and Recreation related activities are permitted uses in the RM-PRD-3 District.

SECTION 3. 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 4. 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 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.

PASSED and **ADOPTED** this _____ day of _____, 2003.

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ _____
City Attorney Date

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9/4/03
Jorge Gonzalez
FYI.
B.

JAMES F. SILVERS, TRUSTEE
1100 FIFTH STREET
MIAMI BEACH, FLORIDA 33139
Telephone: 305-672-0801
Fax: 305-672-1586

September 3, 2003

Mr. George Gonzalez
City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

VIA FAX: 305-673-7559

RE: Marina Point Project
Terminal Island
Items No.: _____ and _____

Dear Mr. Gonzalez:

This letter is a request for a continuance for the above referenced items scheduled for a public hearing on September 10, 2003. I had met with Admiral Harvey E. Johnson Jr. USCG Commander, Seventh Coast Guard District on September 2, 2003 to discuss my project for the Terminal Island property. After the presentation of my design and the discussion that followed, Admiral Johnson directed me to review my project with Captain Mike Lapinski. Captain Lapinski is the Commander of the Integrated Support Command. On the same day, I had the opportunity to meet with Captain Lapinski at the Coast Guard Base. Since there have been several different designs of the project submitted to the Coast Guard in the past year, I told Captain Lapinski that I would be forwarding to him the current plans and a summary of the issues that have been discussed previously.

My request is to reschedule the public hearing for the first December 2003 City Commission meeting. If you have any questions, please call me at your convenience.

Respectfully,

James F. Silvers, Trustee

JFS/lr

Cc: Mayor David Dermer
Miami Beach City Commissioners
Jorge Gomez, Director of Planning and Zoning
Mike Lapinski, Captain, USCG Commander ISC Miami
RADM Harvey E. Johnson Jr. USCG Commander, Seventh Coast Guard District

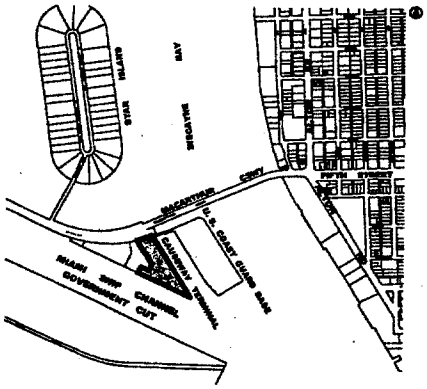
CITY OF MIAMI BEACH NOTICE OF COMPREHENSIVE PLAN TEXT AND FUTURE LAND USE MAP AMENDMENTS AND ZONING MAP AND DEVELOPMENT REGULATIONS AMENDMENTS

James F. Silvers, Trustee, 1100 Fifth Street, Miami Beach, Florida is requesting to amend the Future Land Use Map of the City of Miami Beach Comprehensive Plan by changing the Future Land Use Category from I-1 to RM-PRD, and amending the text of the Comprehensive Plan in order to allow the requested change for a parcel of unplatted land on Terminal Island, located south of the MacArthur Causeway. Upon approval of the abqve request, the applicant is also requesting to amend the Official Zoning District Map, referenced in Section 142-72 of the Code of the City of Miami Beach, Florida, by changing the Zoning District classification for the property and creating development regulations for future development.

THE CITY OF MIAMI BEACH will hold public hearings on the following ordinances on **WEDNESDAY, January 8, 2003** at **5:01 P.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, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE CATEGORY FOR A PARCEL OF UNPLATTED LAND OF APPROXIMATELY 5.6 +/- ACRES ON TERMINAL ISLAND, LOCATED SOUTH OF THE MACARTHUR CAUSEWAY, FROM THE CURRENT LAND USE CATEGORY I-1, LIGHT INDUSTRIAL WITH A FLOOR AREA RATIO OF 1.0, TO THE PROPOSED FUTURE LAND USE CATEGORY OF RM-PRD, MULTIFAMILY, PLANNED RESIDENTIAL DEVELOPMENT WITH A FLOOR AREA RATIO (FAR) OF 1.0; AND AMENDING THE GOALS, POLICIES AND OBJECTIVES OF THE COMPREHENSIVE PLAN IN ORDER TO ALLOW THE REQUESTED FUTURE LAND USE CATEGORY FOR THE SUBJECT PROPERTY; DIRECTING TRANSMITTALS OF THIS ORDINANCE AND ALL APPLICABLE DOCUMENTS TO AFFECTED AGENCIES; PROVIDING FOR REPEALER, SEVERABILITY, INCLUSION IN THE COMPREHENSIVE PLAN AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING DISTRICT MAP, REFERENCED IN SECTION 142-72 OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR A PARCEL OF UNPLATTED LAND OF APPROXIMATELY 5.6 +/- ACRES ON TERMINAL ISLAND, LOCATED SOUTH OF THE MACARTHUR CAUSEWAY FROM THE CURRENT I-1 LIGHT INDUSTRIAL, TO THE PROPOSED ZONING CLASSIFICATION RM-PRD3, MULTIFAMILY PLANNED RESIDENTIAL DEVELOPMENT, WITH A FLOOR AREA RATIO (FAR) OF 1.0; AMENDING CHAPTER 142 "ZONING DISTRICTS AND REGULATIONS," AMENDING SUBDIVISION III. "RM-PRD MULTIFAMILY, PLANNED RESIDENTIAL DEVELOPMENT DISTRICT BY ADDING SUBDIVISION IIIB. DEVELOPMENT REGULATIONS FOR "RM-PRD3;" PROVIDING FOR REPEALER, SEVERABILITY, INCLUSION AND AN EFFECTIVE DATE.



All 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's Office, 1700 Convention Center Drive, City Hall, Miami Beach, Florida 33139.

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.

In Accordance with the Americans with Disabilities Act of 1990, Persons Needing Special Accommodation to Participate in this Proceeding Should Contact the City Clerk's Office No Later Than Four Days Prior to the Proceeding. Telephone (305) 673-7441 for Assistance; If Hearing Impaired, Telephone the Florida Relay Service Number, (800) 955-8771 (TDD) (800) 955-8770 (Voice), for Assistance.

(Ad Number 0146)

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

An ordinance of the Mayor and City Commission amending Chapter 142, "Land Development Regulations," of the City Code; Division 7. "CCC, Civic and Convention Center district," in order to allow waivers of development regulations by a five-sevenths vote of the City Commission.

Issue:

The City Commission already has the discretion to waive the development regulations in the GU, Government Use districts. Should the Commission have the same discretion in the CCC district?

Item Summary/Recommendation:

Currently the City Code allows the City Commission to waive development regulations in the GU, Government Use district; however the CCC, Civic and Convention Center regulations do not have the same provision.

The Administration recommends that the City Commission continue this first reading until the Planning Board can discuss this item again.

Advisory Board Recommendation:

The Board commented that the City Commission should not waive all development regulations as a general policy; that it is better to look at waivers of development regulations and variances on a case-by-case basis and based on the merits of the specific project.

By a vote of 6-0 (1 member absent) the Board recommended that the City Commission not adopt the proposed ordinance.

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Mercy Lamazares/Jorge G. Gomez, Planning Department

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	CMC	

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AGENDA ITEM R5G

DATE 9-10-03

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez
City Manager

First Reading Public Hearing

Subject: CCC, Civic and Convention Center District amendment to include provisions for waivers of development regulations by the City Commission.

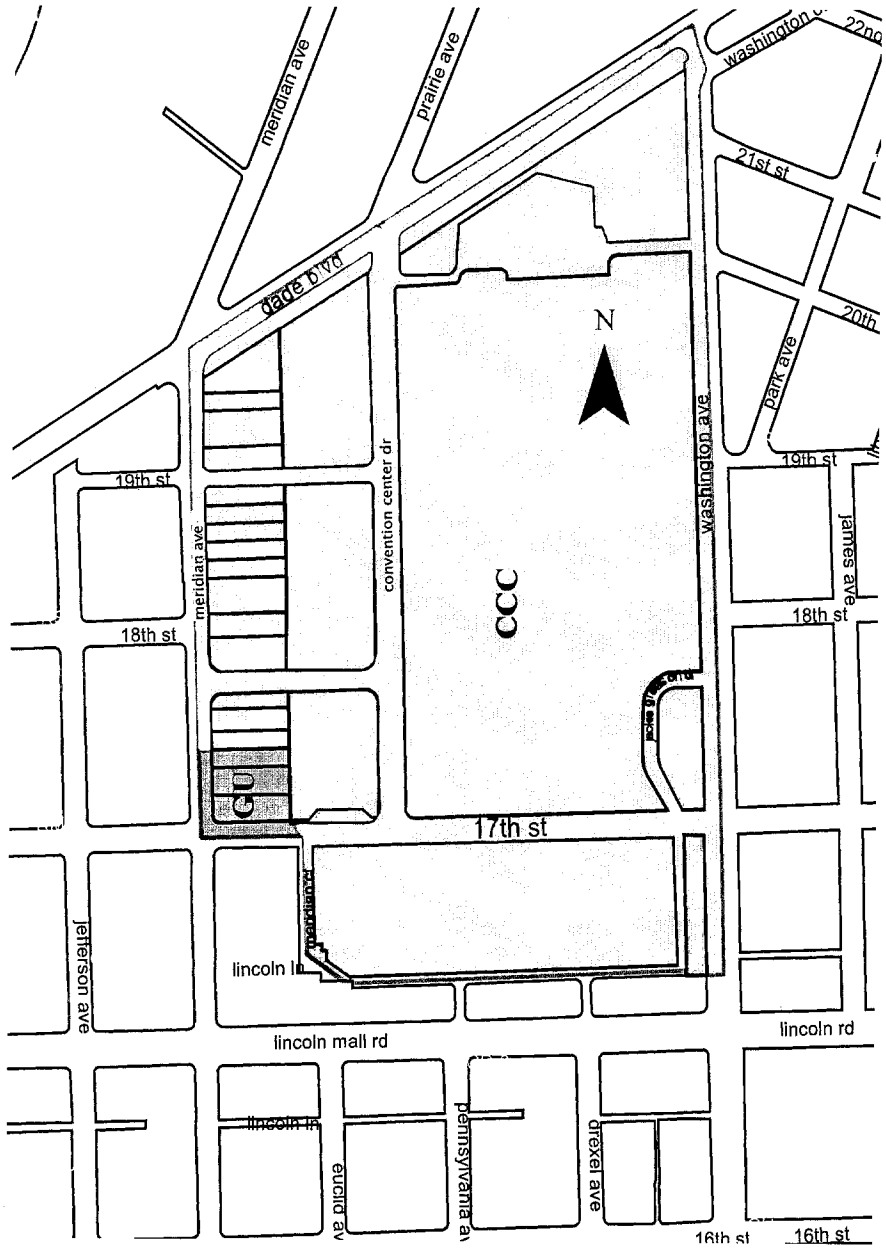
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGUILATIONS," OF THE CITY CODE; DIVISION 7. "CCC, CIVIC AND CONVENTION CENTER DISTRICT," IN ORDER TO ALLOW WAIVERS OF DEVELOPMENT REGULATIONS BY A FIVE-SEVENTHS VOTE OF THE CITY COMMISSION FOR DEVELOPMENTS PERTAINING TO GOVERNMENT-OWNED OR LEASED BUILDINGS, USES AND SITES WHICH ARE WHOLLY USED BY, OPEN AND ACCESSIBLE TO THE GENERAL PUBLIC, OR USED BY NOT-FOR-PROFIT, EDUCATIONAL, OR CULTURAL ORGANIZATIONS, OR FOR CONVENTION CENTER HOTELS, OR CONVENTION CENTER HOTEL ACCESSORY GARAGES, OR CITY UTILIZED PARKING LOTS, PROVIDED THEY ARE CONTINUALLY USED FOR SUCH PURPOSES; AND TO AMEND THE PUBLIC NOTICE REQUIREMENTS FOR SUCH WAIVERS. PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission continue this first reading until the Planning Board can discuss this item again.

ANALYSIS

As shown on the locational map below, the boundaries of the CCC district are Dade Boulevard to the north, Washington Avenue to the east, North Lincoln Lane to the south with the west boundary on Meridian Court from No. Lincoln Lane to the north lot line of the 777 17th Street building (City Hall Annex) and Meridian Avenue.



The proposed ordinance consists of the following:

Section 1. The ordinance proposes to amend the public notice requirements currently existing in the CCC district for consistency with those that exist in the GU, Government Use district, which requires a 15-day newspaper and mailed notice to property owners within a 375' radius. This proposed change will also be consistent with the notice requirements of the City's development boards.

Section 2. This proposed ordinance tracks the language that empowers the City Commission to waive certain development regulations with respect to City-owned property that is zoned "GU, Government Use" such as setbacks, parking, height and other requirements as may be necessary, by amending the "CCC" District section of the Land Development Regulations of the City Code, to allow for the same procedure for City owned land in the "CCC" District.

The purpose for these amendments is one of achieving efficiency and effectiveness. It is proposed that the New World Symphony proposal will require the use of this authority by the City Commission to waive regulations. The properties that lie within a GU or the CCC districts are government-owned and it stands to reason that if the GU already permits waivers of development regulations by the City Commission, the CCC district regulations should also give the City Commission the same discretion. These proposed amendments seek to make the Land Development Regulations of the City Code more consistent for different but related zoning districts.

PLANNING BOARD ACTION

At its July 2, 2003 meeting, the City Commission referred the proposed ordinance to the Planning Board for its review and recommendations. The Planning Board met on July 29, 2003, and commented that the City Commission should not waive all development regulations as a general policy; that it is better to look at waivers of development regulations and variances on a case by case basis and based on the merits of the specific project. The Board commented further that they believed that the Commission should even reconsider its policy of waiving development regulations in the GU district, and by a vote of 6-0 (1 member absent) recommended that the City Commission not adopt the proposed ordinance.

CITY COMMISSION ACTION

The Commission opened and continued the first reading public hearing to September 10, 2003 at 2:00 p.m.

CONCLUSION

Pursuant to Section 118-164(3)a. of the City Code, the proposed ordinance may be read by title or in full on at least two separate days and shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the City.

JMG/CMC/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; DIVISION 7. "CCC, CIVIC AND CONVENTION CENTER DISTRICT," IN ORDER TO ALLOW WAIVERS OF DEVELOPMENT REGULATIONS BY A FIVE-SEVENTHS VOTE OF THE CITY COMMISSION FOR DEVELOPMENTS PERTAINING TO GOVERNMENT-OWNED OR LEASED BUILDINGS, USES AND SITES WHICH ARE WHOLLY USED BY, OPEN AND ACCESSIBLE TO THE GENERAL PUBLIC, OR USED BY NOT-FOR-PROFIT, EDUCATIONAL, OR CULTURAL ORGANIZATIONS, OR FOR CONVENTION CENTER HOTELS, OR CONVENTION CENTER HOTEL ACCESSORY GARAGES, OR CITY UTILIZED PARKING LOTS, PROVIDED THEY ARE CONTINUALLY USED FOR SUCH PURPOSES; AND TO AMEND THE PUBLIC NOTICE REQUIREMENTS FOR SUCH WAIVERS. PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, as provided in City Code Sections 142-361 and -362, the purpose of the CCC District is for "the facilities necessary to support the convention center," and the district allows as main permitted uses: "parking lots, garages, performing arts and cultural facilities; hotel; merchandise mart; commercial or office development; landscape open space; parks, [and] any use not listed above shall only be approved after the city commission holds a public hearing"; and

WHEREAS, the regulations that exist in the CCC, Civic and Convention Center district do not parallel those in the GU, Government Use district, although the properties within both districts are government-owned or leased; and

WHEREAS, in order to create consistency in the City Code relative to regulations for government-owned or leased properties it is necessary to amend the CCC regulations in the Code; and

WHEREAS, the proposed amendments will achieve consistency between the GU and CCC districts.

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

Section 1. That Chapter 142, Zoning Districts and Regulations, Division 7, CCC Civic and Convention Center District, Section 142-367, Notice of public hearing; vote, is hereby amended as follows:

Sec. 142-367. Notice of public hearing; vote.

When a public hearing is required before the city commission, either to approve a use not listed in section 142-362, or to waive development regulations, the public notice shall be advertised in a newspaper of general paid circulation in the ~~community~~ city at least fifteen (15) days prior to the hearing. ~~Thirty~~ Fifteen days prior to the public hearing date, both a description of the request, and the time and place of such hearing shall be posted on the property; notice shall also be given by mail to the owners of land lying within 375 feet of the property ~~and the advertisement shall be placed in the newspaper~~. A five-sevenths vote of the city commission is required to approve a use or waiver that is considered under this ~~subsection~~ regulation.

Section 2. That Sections 142-368 – 142-390. Reserved, is hereby amended as follows:

Sec. 142-368. Waivers.

Following a public hearing, the development regulations required by these land development regulations, except for the historic preservation and design review processes, may be waived by a five-sevenths vote of the city commission for developments pertaining to governmental owned or leased buildings, uses and sites which are wholly used by, open and accessible to the general public, or used by not-for-profit, educational, or cultural organizations, or for convention center hotels, or convention center hotel accessory garages, or city utilized parking lots, provided they are continually used for such purposes. Notwithstanding the above, no CCC property may be used in a manner inconsistent with the comprehensive plan. In all cases involving the use of CCC property by the private sector, or joint government/private use, development shall conform to all development regulations in addition to all applicable sections contained in these land development regulations and shall be reviewed by the planning board prior to approval by the city commission. All such private or joint government/private uses are allowed to apply for any permitted variances. Private or joint government/private uses shall not be eligible to waive any regulations as described in this paragraph, except for not-for-profit, educational, or cultural organizations as set forth herein.

Secs. 142-369 ~~368~~– 142-390 Reserved.

SECTION 3. 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 4. 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 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.

PASSED and **ADOPTED** this _____ day of _____, 2003.

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

City Attorney 7-22-03 Date

First Reading:
Second Reading:

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

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

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CITY OF MIAMI BEACH
NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY given that a public hearing will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 30, 2003, at 2:00 p.m.,** to consider the following:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING DIVISION 7, CCC CIVIC AND CONVENTION CENTER DISTRICT, OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE IN ORDER TO ALLOW WAIVERS OF DEVELOPMENT REGULATIONS BY A FIVE-SEVENTHS VOTE OF THE CITY COMMISSION FOR DEVELOPMENTS PERTAINING TO GOVERNMENTAL OWNED OR LEASED BUILDINGS, USES AND SITES WHICH ARE WHOLLY USED BY, OPEN AND ACCESSIBLE TO THE GENERAL PUBLIC, OR USED BY NOT-FOR-PROFIT, EDUCATIONAL, OR CULTURAL ORGANIZATIONS, OR FOR CONVENTION CENTER HOTELS, OR CONVENTION CENTER HOTEL ACCESSORY GARAGES, OR CITY UTILIZED PARKING LOTS, PROVIDED THEY ARE CONTINUALLY USED FOR SUCH PURPOSES; AND TO AMEND THE PUBLIC NOTICE REQUIREMENTS FOR SUCH WAIVERS. PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND EFFECTIVE DATE.AN ORDINANCE.

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. Copies of this ordinance are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be 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.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding, or to request information on access for persons with disabilities, or to request this publication in accessible format, or to request sign language interpreters, should contact the City Clerk's office at (305) 673-7411, no later than four days prior to the proceeding. If hearing impaired, contact the City Clerk's office via the Florida Relay Service numbers, (800) 955-8771 (TTY) or (800) 955-8770 (VOICE).
(Ad #0197)

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

An Ordinance amending the Code of the City of Miami Beach amending Section 142-107, "Development Regulations for the Altos Del Mar Historic District," increasing the maximum square footage that may be built In the RS-4 Zoning District within The "Altos Del Mar" Local Historic District.

Issue:

Should the City Commission change the maximum floor area from 2,500 square feet to 3,250 square feet for those houses to be built in the Altos del Mar RS-4 district?

Item Summary/Recommendation:

Currently, the Land Development Regulations of the City Code permit a maximum floor area of habitable space of 2,500 square feet. The request to amend the development regulations was made by the owner of several lots in the Altos del Mar historic district.

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

Advisory Board Recommendation:

At the July 29, 2003 meeting, the Planning Board voted unanimously (6-0, one member absent) recommended that the City Commission approve the proposed amendment inclusive of the modifications made by the Board.

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Planning Department – Jorge G. Gomez/Mercy Lamazares

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R5H

DATE 9-10-03

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez
City Manager

First Reading

Subject: **Proposed amendments to the development regulations for the Altos del Mar Local Historic District.**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, SECTION 142-107 "DEVELOPMENT REGULATIONS FOR THE ALTOS DEL MAR HISTORIC DISTRICT," INCREASING THE MAXIMUM SQUARE FOOTAGE THAT MAY BE BUILT IN THE RS-4 ZONING DISTRICT WITHIN THE "ALTOS DEL MAR" LOCAL HISTORIC DISTRICT. 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 October 15, 2003.

BACKGROUND

Altos del Mar, Ltd., is the applicant requesting to amend Section 142-107 (c) of the Land Development Regulations of the City Code in order to increase maximum permitted square footage of single-family homes in the RS-4 district in Altos del Mar from 2,500 square feet to 3,250 square feet.

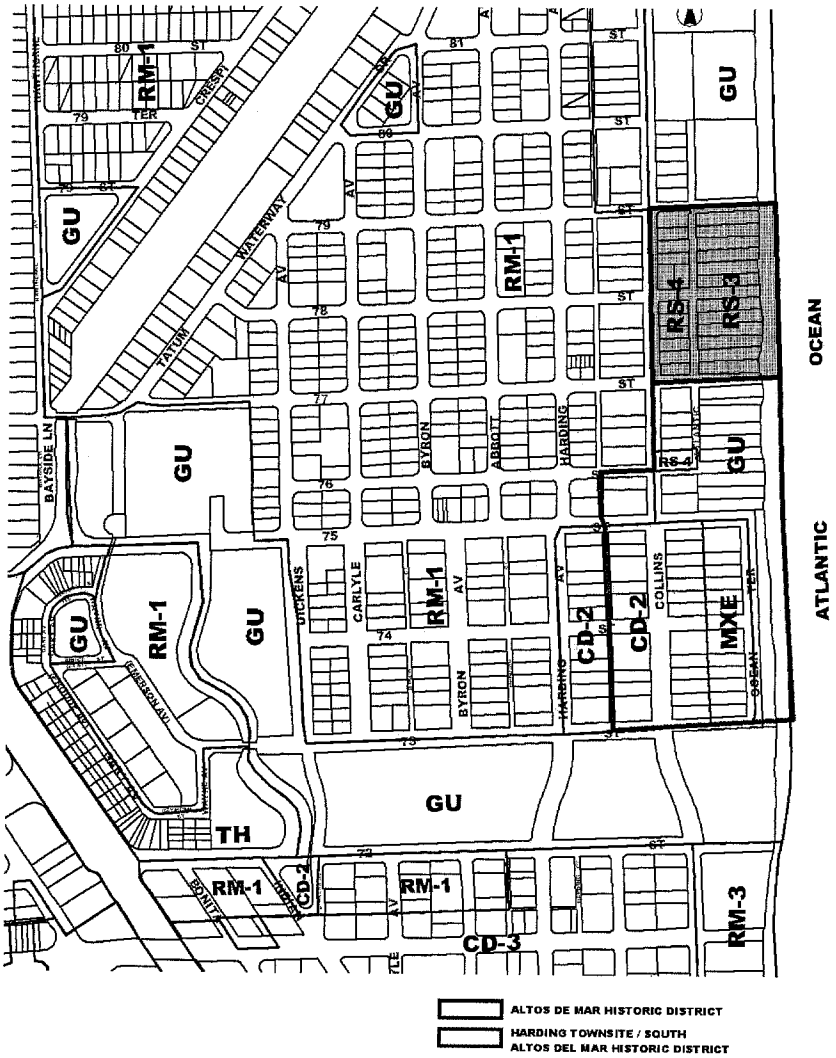
Altos Del Mar, or Highlands of the Sea, was a very early attempt at residential subdivision on Miami Beach, and is particularly important for the role it played in opening up the City's North Shore and its environs to development. The original Altos Del Mar subdivision ran from 75th Street to 83rd Street and included both sides of Collins Avenue. The main focus of the neighborhood, however, was the area between Collins Avenue and the beach, creating 250' deep oceanfront lots (east of Atlantic Way), and 125' lots between Atlantic Way and Collins Avenue to the west.

On May 6, 1987, the City Commission adopted Ordinance No. 87-2565, which amended the Zoning Ordinance by designating the Altos Del Mar Historic Preservation District. The

district was approved for the blocks between 77th Street and 79th Street east of Collins Avenue. The block between 77th and 76th Streets were denied designation at that time, but were designated nine years later as a part of the Harding Townsite/South Altos Del Mar Historic District.

ANALYSIS

The proponent of the amendment to the development regulations owns five parcels in that portion of the Altos del Mar Local Historic District that lies within the RS-4 zoning district, which is subject to maximum of 2,500 square feet of construction and two stories. After contracting with an architect, and reviewing preliminary plans, the applicant and architect came to the conclusion that some refinement was necessary to the development regulations in order to come closer to a real construction project. It should be noted that this is the first time in more than 10 years that new construction is being planned for this district.



The refinement to the existing regulations would increase the square footage from 2,500 to 3,250 square feet, which appears not to have a negative effect on the Altos del Mar district. In this regard, the Administration suggests that this proposed amendment be modified adding language that prohibits any variance from this particular provision. The existing regulations for the district contemplate up to 4,700 square feet of habitable space for the oceanfront lots (east lots) and a height of up to three stories. The height currently permitted on the dry lots (lots on the west side of Atlantic Way) is two stories; the proposed ordinance is not increasing the height on the dry lots and they will remain at two stories.

The reason the property owners are requesting this amendment is that at the time the regulations for the Altos del Mar District were adopted by the Commission in 2001, a series of design guidelines were created to help guide the future development of the district. In planning the development of these lots, the property owners hired architects to design structures that would adhere to those guidelines. In the early stages of design, it was determined that in order to design a house that meets the needs to today's families, it was necessary to have a slightly larger habitable floor area than the City Code permits for this district. The first design concept resulted in a house of 3,050 square feet - 550 square feet more than the development regulations permitted. This design connected the master bedroom on the second floor from the east side of the house (front) to the two other bedrooms on the west side (rear) through an open loggia. It was determined by the architect working on this project that it was necessary to enclose the loggia for better protection from the elements, which added the additional 200 square feet of habitable space, for a total of 3,250 square feet.

The Historic Preservation Board reviewed the proposed amendment at its May 13, 2003 meeting and recommended approval. It should also be noted that the recently approved amendments to the single-family zoning districts permit larger square footage for new construction in the RS-4 zoning districts outside of the Altos del Mar area.

PLANNING BOARD ACTION

At its July 29, 2003 meeting, the Planning Board recommended by a vote of 6-0 (one member absent) that the City Commission approve the proposed amendment with a number of modifications, such as:

- No variances from the amended regulations except when a design complies with a maximum habitable space of 2,500 square feet.
- The habitable space should be distributed 60% on the ground floor and 40% on the second floor.

The Board recommended that these modifications be included in the ordinance to help preserve the low-scale character of this historic district and lessen the impact of the additional floor area that would be permitted under the proposed amendment. These modifications have been included in the proposed ordinance.

CONCLUSION

Pursuant to Section 118-164(3)a. of the City Code, the proposed ordinance may be read by title or in full on at least two separate days and shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the City. Immediately following the public hearing at the second reading, the ordinance may adopted by a 5/7ths vote of the Commission.

JMG/GMC/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, FLORIDA, SECTION 142-107. "DEVELOPMENT REGULATIONS FOR THE ALTOS DEL MAR HISTORIC DISTRICT," INCREASING THE MAXIMUM SQUARE FOOTAGE THAT MAY BE BUILT IN THE RS-4 ZONING DISTRICT WITHIN THE "ALTOS DEL MAR" LOCAL HISTORIC DISTRICT. PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Altos del Mar, Ltd., has filed an application to amend Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 2, "RS-1, RS-2, RS-3, RS-4 Single Family Residential Districts," Section 142-107, "Development Regulations for the Altos Del Mar Historic District," of the Land Development Regulations of the City Code, in order to increase maximum permitted square footage of single-family homes in the RS-4 district in the Altos del Mar Local Historic District from 2,500 square feet to 3,250 square feet; and

WHEREAS, the proposed changes to increase the maximum size of a single family home in the RS-4 zoning district area of the Altos del Mar Local Historic District are not inconsistent with the neighborhood; and

WHEREAS, the proposed amendment would not reduce light and air to adjacent areas, as the amendment would not increase the height permitted; and

WHEREAS, the Planning Board and the Historic Preservation Board met on July 29, 2003 and May 13, 2003 respectively, and found that the proposed will not adversely impact the mass and scale of the surrounding structures, and both Boards recommended approval of the requested amendment; and

WHEREAS, the Administration and Planning Director have also recommended the approval of the requested amendment;

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

SECTION 1. That Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 2, "RS-1, RS-2, RS-3, RS-4 Single Family Residential Districts," Section 142-107, "Development regulations for the Altos del Mar Historic District," is hereby amended as follows:

Notwithstanding the development regulations contained in sections 142-101--142-106 the following development regulations shall apply to those portions of the RS-3 and RS-4 zoning districts located within the Altos Del Mar Historic District:

(a) Minimum Lot Width	50 feet
(b) Maximum Lot Width (No variance from this provision shall be granted.)	100 feet (2 adjoining lots)
(c) Maximum Unit Size	
RS-3	4,700 square feet for Habitable Major Structures. 1700 square feet for the Understructure and Non-habitable Major Structures.
RS-4	2,500; or 3,250 square feet, distributed 60% on the ground floor and 40% on second floor. No variances shall be granted with regard to the maximum size of structure or setbacks.
(d) Maximum Unit Size for two adjoining 50 foot lots.	
RS-3	7000 square feet for Habitable Major Structures. 3400 square feet for the Understructure and Non-habitable Major Structures.
RS-4	3,750 square feet
(e) Maximum Building Height	
RS-3	37 feet above grade provided that: 1. Only 1/3 of the floor area of Habitable Major Structures may be located above 25 feet in height. 2. For every one square foot of floor area above 25 feet in height, there shall be one square foot of courtyard or garden space, open to the sky, at ground level within the buildable area of the lot. 3. The Understructure of Habitable Major Structures shall be designed to be contiguous with perimeter walls above and shall enhance the experience of courtyard and exterior spaces directly adjacent. The height regulation exceptions contained in Section 142-1162 shall not apply, except

	chimneys and air vents are permitted.
RS-4	25 feet above grade.
(f) Maximum number of stories	RS-3 3 stories RS-4 2 stories
(g) Setback Atlantic Way	
RS-3	up to 25' in building height 12 feet greater than 25' in height 75 feet
RS-4	5 feet
(h) Setback Ocean	
RS-3	up to 25' in building height 130 feet from Miami Beach Bulkhead Line for principal and accessory buildings; greater than 25' in height 140 feet from the Miami Beach Bulkhead Line; 80 feet from Miami Beach Bulkhead Line for pools, decks, and any other structures 30 inches or less above grade.
(i) Setback Collins Ave	
RS-4	20 feet for principal and accessory buildings
(j) Setback Side, interior	5 feet or 10% of lot width, whichever is greater.
(k) Setback Side, facing a street	5 feet
(l) Supplementary Yard Regulations	

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 _____, 2003.

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ 9/5/03
City Attorney Date

First Reading:
Second Reading:

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

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

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COMMISSION MEMO &
ITEM SUMMARY TO BE SUBMITTED

Agenda Item R5I
Date 9-10-03

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 122 OF THE MIAMI BEACH CITY CODE, ENTITLED "CONCURRENCY MANAGEMENT," BY AMENDING SECTION 122-8(d) THEREIN, TO ALLOW FOR THE ADOPTION OF PROGRAMS OR POLICIES ALLOWING EXEMPTIONS FROM TRANSPORTATION CONCURRENCY REQUIREMENTS FOR SMALL BUSINESSES WHICH IMPACTS TO THE EXISTING ROADWAY LEVEL OF SERVICE HAVE BEEN DETERMINED TO BE MINOR; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, in accordance with State law, the City Commission previously adopted a concurrency management system to ensure that public facilities necessary to serve new growth and development shall be available when needed; and

WHEREAS, based on problems identified with small businesses trying to open in the City within existing structures, and the significant cost of complying with City's concurrency requirements for transportation, the Administration, Planning Board, and Ad Hoc Citizens Concurrency Advisory Committee all recommend that the City Commission adopt programs and policies to allow small businesses whose trip generation and site demand have been determined to be minor to the existing roadway level-of-service (LOS) either be exempt from concurrency, or to satisfy concurrency requirements by mitigation payment based on a sliding scale, and to allow the City Commission to have the authority to adopt such other policy modification and programs as may be appropriate to the situation; and

WHEREAS, the Administration has determined, after consultation with the Florida Department of Community Affairs (DCA), that such program and policy modifications would be compatible with state law, and would not be detrimental to the ongoing implementation of Miami Beach Municipal Mobility Plan (MMP), provided that the MMP mitigation project funding is not reduced or diminished by the adoption of said program or policy and the City's adopted roadway LOS of "D" is maintained.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH:

SECTION ONE: That Chapter 122, entitled "Concurrency Management," Section 122-8(d), of the Miami Beach City Code is hereby amended as follows:

Sec. 122-8. Determination of concurrency.

(a) Within 30 days after a determination of completeness, the Concurrency Management Division shall make a determination in accordance with section 122-6 as to whether

required public facilities are or will be available when needed to serve the proposed development and determine the effective period during which such facilities will be available to serve the proposed development according to the development schedule in the application for preliminary concurrency determination.

(b) Capacity credits, in accordance with the methodology established in the City's Concurrency Management System Manual, shall be given for:

(1) Properties that have received a demolition permit one year or less prior to the adoption of this chapter, provided that a Certificate of Occupancy is granted within one year of the date of issuance of the demolition credit; and
(2) Properties with existing improvements that are proposed to be renovated or demolished.

(c) Within five days after a determination of concurrency, the Concurrency Management Division shall notify the applicant of the determination.

(d) In the event the determination is made that the required public facilities will not be available where needed to serve the proposed development within the applicable TAZ or the TCMA, an applicant for a preliminary concurrency determination may propose a mitigation program in order to avoid a negative determination of concurrency. The proposed mitigation program shall be based on the same methodology for determining concurrency, and the city Municipal Mobility Plan, and shall include a specific delineation of responsibilities for providing the required public facilities improvements, adequate methods for securing performance of the mitigation program, payment of mitigation monies and a proposed recapture program for the provision of excess capacity, if applicable. Such mitigation program shall be reviewed and approved by the Concurrency Management Division, other appropriate departments of the City and other agencies having jurisdiction. The applicant shall enter into a mitigation agreement, committing to the mitigation program, with the Concurrency Management Division, which is hereby authorized to enter into such an agreement on behalf of the City, subject to the approval of the City Attorney's office. The Concurrency Management Division may grant up to 30 percent mitigation credit to individual projects with approved historic designation undergoing major rehabilitation. No credit will be granted to projects that have already been rehabilitated and are intensifying their existing land usage. The City Commission may adopt by resolution programs and policies allowing for transportation concurrency exemptions, a sliding scale, and/or credits for small businesses operating within existing structures, which have been determined to have a minor impact to the existing roadway LOS.

(e) If the Concurrency Management Division determines that the required public facilities are or will be available to serve the proposed development as provided in section 22-6, the Concurrency Management Division shall issue a preliminary concurrency determination impact certificate which shall be effective for a period of one year from the date of the issuance of the determination, unless otherwise specified on the face of the preliminary

concurrency determination. An extension of this one year period may be granted by the Concurrency Management Division for an additional six months provided that an application for development approval is being diligently pursued through the City's development review process and provided that an extension is requested within the original one-year period. In the event the issuance of a preliminary concurrency determination is based on an approved mitigation program, such certificate shall be expressly conditioned upon compliance with such program.

(f) In the event a preliminary concurrency determination impact certificate is issued, upon issuance of the final development order for which the preliminary concurrency determination is based, and upon payment of applicable mitigation fees as provided for in this Code, a final reservation certificate shall be issued and the available capacity for the respective TCMA and TAZ for the applicable public facilities will be reduced by the projected demand for the project until the reservation of the capacity expires or becomes permanent. Upon issuance of a certificate of occupancy for the project, the reservation of the capacity of the applicable public facilities becomes permanent.

(g) A final concurrency reservation certificate will expire within one year of issuance unless a building permit is obtained. This one year period is a reservation of capacity which can be extended once for an additional year for good cause shown, provided that an application to the Concurrency Management Division for an extension is made within the original one year period.

(h) If the Concurrency Management Division determines that the required public facilities are not and will not be available to serve the proposed development and that an acceptable mitigation program has not been provided, the Concurrency Management Division shall issue a notice of negative determination of concurrency and identify service areas experiencing deficiency, and the improvements necessary to allow the issuance of a preliminary concurrency determination. If a notice of negative determination is rendered, no further review of the development order shall be conducted until an appeal is resolved in favor of the applicant or a new or modified application of a preliminary concurrency determination is filed and a determination of concurrency is made. (Ord. No. 2000-3242, § 2, 5-10-00)

SECTION TWO: REPEALER

All resolutions, ordinances, or other City legislation in conflict herewith be and the same are hereby repealed.

SECTION THREE: CODIFICATION

This Ordinance shall become and be made a part of the Code of the City of Miami Beach, as amended. The sections of this ordinance may be re-numbered or re-lettered to accomplish the intention of the Mayor and City Commission, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION FOUR: SEVERABILITY

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

SECTION FIVE: EFFECTIVE DATE

This Ordinance shall take effect ten (10) days following adoption.

PASSED ON FIRST READING, this the _____ day of _____, 2003.

_____

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 7-22-03 Date

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CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, September 10, 2003, at the times listed below**, to consider the following:

at 10:50 a.m.:
AN ORDINANCE AMENDING ORDINANCE NO. 1605 AS AMENDED, BEING THE UNCLASSIFIED EMPLOYEES SALARY ORDINANCE; BY AMENDING THE TITLES OF THE CLASSIFICATIONS OF FIRST ASSISTANT CITY ATTORNEY TO ASSISTANT CITY ATTORNEY AND ASSISTANT CITY ATTORNEY II TO ASSISTANT CITY ATTORNEY (II); ABOLISHING THE TITLES OF THE CLASSIFICATIONS OF ASSISTANT CITY ATTORNEY I AND SENIOR ASSISTANT CITY ATTORNEY; CORRECTING THE PUBLIC RECORD BY DELETING CERTAIN LINES; AND PROVIDING FOR REPEALER, SEVERABILITY, EFFECTIVE DATE, AND CODIFICATION.

Inquiries may be directed to the Legal Department at (305) 673-7470.

at 11:00 a.m.:
AN ORDINANCE AMENDING CHAPTER 122 OF THE MIAMI BEACH CITY CODE ENTITLED "CONCURRENCY MANAGEMENT," BY AMENDING SECTION 122.8(D) THEREIN TO ALLOW FOR THE ADOPTION OF PROGRAMS OR POLICIES ALLOWING EXEMPTIONS FROM TRANSPORTATION CONCURRENCY REQUIREMENTS FOR SMALL BUSINESSES WHICH IMPACTS TO THE EXISTING ROADWAY LEVEL OF SERVICE HAVE BEEN DETERMINED TO BE MINOR; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

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

at 11:30 a.m.:
AN ORDINANCE AMENDING CHAPTER 14 OF THE CITY OF MIAMI BEACH CODE BY AMENDING DIVISION 2 THEREOF ENTITLED "PERMIT FEES," AND BY AMENDING APPENDIX A ENTITLED "FEE SCHEDULE," BY AMENDING SECTIONS 14-61 THROUGH 14-70 ENTITLED "DIVISION 2. PERMIT FEES," PROVIDING FOR AN INCREASE IN PERMIT AND INSPECTION FEES FOR BUILDING, PLUMBING, ELECTRICAL AND MECHANICAL WORK AND FOR OTHER BUILDING DEPARTMENT ACTIVITIES; AND PROVIDING FOR ANNUAL INCREASES IN SUCH FEES BEGINNING IN FISCAL YEAR 2004-2005 BASED UPON THE CONSUMER PRICE INDEX; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Inquiries may be directed to the Finance Department at (305) 673-7466.

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. Copies of these ordinances are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be 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.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding, or to request information on access for persons with disabilities, or to request this publication in accessible format, or to request sign language interpreters, should contact the City Clerk's office at (305) 673-7411, no later than four days prior to the proceeding. If hearing impaired, contact the City Clerk's office via the Florida Relay Service numbers, (800) 955-8771 (TTY) or (800) 955-8770 (VOICE).
(Ad #0199)

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution of the Mayor and City Commission Authorizing the Issuance of an RFQ for Architectural, Engineering, Design, and Construction Administration Services Needed to Plan, Design, and Construct a Multipurpose Municipal Parking Facility on the Site of the Existing City Hall Surface Parking Lot.

Issue:

Shall the City Commission approve the issuance of an RFQ for architectural, engineering, design, and construction administration services needed to design and construct a multipurpose municipal parking facility on the existing surface parking lot west of City Hall?

Item Summary/Recommendation:

At the July 30, 2003, City Commission meeting, Resolution 2003-25297 was adopted, approving an agreement between the City and the New World Symphony to develop a new Symphony performance space and ancillary facilities on the two City surface parking lots at Washington Avenue and 17th Street.

Prior to the actual start of construction on the project, the City needs to have replacement parking available for the spaces that will be lost to the development. A substantial number of replacement spaces will be provided by a new multipurpose municipal parking facility to be constructed on the site of the current City Hall surface parking lot. In order to meet the target project construction schedule for this parking facility, which calls for completion in late 2007, the City needs to move forward with the issuance of an RFQ for architectural, engineering, design, and construction administration services needed to plan, design, and construct the project.

City and consultant staffs have developed a detailed scope of services for the project. The project consists of a multipurpose, multi-story parking structure, which may include (if determined necessary by the planning process): intermodal facilities, retail space, office space, and related public area improvements. Project elements include site demolition, renovation and construction, landscaping, enhanced lighting, roadway interface and streetscape improvements. The project site is bounded to the north by the Convention Center Preferred Parking Lot ("P Lot"), to the west by Meridian Avenue, to the east by City Hall and to the south by 17th Street and the City owned building at 1701 Meridian Avenue (also known as 777 17th Street).

Total project costs are estimated to be approximately $11,000,000 to be funded primarily from intermodal grant funding and Parking Impact Fees. As there will be a lengthy design and construction period for this project, there is a need to initiate the process as soon as possible through the issuance of the subject RFQ. The Administration recommends approval of this item.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
Total			

City Clerk's Office Legislative Tracking:

Donald Shockey

Sign-Offs:

Department Director	Assistant City Manager	For City Manager

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AGENDA ITEM R7A

DATE 9-10-03

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE ISSUANCE OF RFQ 69-02/03 FOR ARCHITECTURAL, ENGINEERING, DESIGN, AND CONSTRUCTION ADMINISTRATION SERVICES NEEDED TO PLAN, DESIGN, AND CONSTRUCT A MULTIPURPOSE MUNICIPAL PARKING FACILITY ON THE CURRENT SITE OF THE CITY HALL SURFACE PARKING LOT.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution

ANALYSIS

On July 30th 2003, the Mayor and City Commission approved the first reading of Resolution No. 2003-25297 describing a proposed Development Agreement between the City of Miami Beach and the New World Symphony (NWS) for the development of a portion of the surface parking lot, bounded by 17th Street to the north, North Lincoln Lane to the south, Washington Avenue to the east and Pennsylvania Avenue to the west, for construction of an approximately 50,000 square foot educational, performance and internet broadcast facility with an exterior screen ("Soundspace"), and an approximately 320-space (+/-) public parking garage facility. The Mayor and City Commission also set a second public hearing for consideration of the Development Agreement on September 10, 2003.

A key term of the agreement is that the City will proceed with developing a new Multipurpose Municipal Parking Facility on the site of the current City Hall surface lot with the goal of having a new facility operational by November 2007. Throughout the negotiations with the NWS, the Administration has consistently stated that replacement parking must be built before displacement of either 17th Street surface parking lot. The Municipal Multipurpose Parking Facility must be built and completed, or an alternate acceptable replacement parking location must be identified, prior to NWS's commencement of project construction.

The CIP Office has provided a conservative design and construction schedule for the project as follows:

- A/E Contract Award – April 2004
- BODR Approval – March 2005
- Design Review Board Approval – July 2005
- Construction Documents Completion – June 2006
- Construction Substantial Completion – November 2007
- Construction Final Completion – February 2008

According to this schedule, the NWS would not be able to begin construction until February 2008. The NWS has expressed strong concern and reservations if the Facility is not substantially complete by June 2006; they have requested the ability to proceed with the construction of their project by then. The City has requested a NWS construction start date of May 2007 if NWS has obtained a building permit and issued a notice to proceed to its Contractor at that time. Since it is unlikely according to the above schedule that the Facility would be completed by that time, the City would agree to identify a temporary alternate acceptable replacement parking location to enable the NWS to proceed with construction of the project.

While this issue remains to be resolved between the City and the NWS, the City intends to aggressively pursue the construction schedule provided above. To that end, at the July 30th meeting the Mayor and Commission also approved Resolution No. 2003-25286 authorizing the City to execute Amendment No. 1 to the existing Agreement between URS Corporation–Southern and the City of Miami Beach to provide Program Management Services for the design and construction of a Multipurpose Municipal Parking Facility to be constructed on the surface parking lot adjacent to City Hall, in an amount not to exceed $1,003,882. The agreement has been executed and planning for the project is already underway.

In order to meet the target construction schedule for the parking facility, the City needs to move forward with the issuance of an RFQ for architectural, engineering, and design services to plan, design, and construct the project. City and consultant staffs have developed a scope of services for the project which is attached (Exhibit A). The project consists of a multipurpose, multi-story parking structure, which may include (if determined necessary by the planning process): intermodal facilities, retail space, office space, and related public area improvements. Project elements include site demolition, renovation and construction, landscaping, enhanced lighting, roadway interface and streetscape improvements. The project site is bounded to the north by the Convention Center Preferred Parking Lot ("P Lot"), to the west by Meridian Avenue, to the east by City Hall and to the south by 17th Street and the City owned building at 1701 Meridian Avenue (also known as 777 17th Street). Total project costs are estimated to be approximately $11,000,000 to be funded primarily from intermodal grant funding and Parking Impact Fees.

Using the basic scope of services model developed by the CIP Office for capital projects, the project will include Planning, Design, Bid and Award, and Construction Management Phases. The Planning Phase will include: (1) Project Kick-off Meeting; (2) Site Reconnaissance Visit and Development of Design Concept Alternatives; (3) Visioning Session to clarify goals and alternative concepts; (4) two Community Design Workshops to develop consensus on community input into the project; and (5) development, review, and finalization of Basis of Design Report.

The Design Phase will include: (1) survey and field verification of existing conditions; (2) detailed construction design including submittals and reviews at 30%, 60%, 90%, and 100% completion levels; (3) development of opinions of probable cost; (4) and permitting reviews.

The Bid and Award Phase will include: (1) construction contract document review; (2) bid document delivery; (3) bid evaluation; and (4) production of as-bid contract documents.

The Construction Administration Phase will include: (1) pre-construction conference; (2) weekly construction meetings; (3) respond to Request's for Information and evaluate change order requests; (4) provision of field observations; and (5) project closeout.

The Request for Qualifications will be advertised according to City procurement procedures and responses will be evaluated and ranked by an Evaluation Committee prior to being submitted to the Commission for award and approval. The selection process followed will be in accordance with the Consultant's Competitive Negotiation Act (CCNA), Section 287.055 Florida Statutes. The tentative project schedule is as follows:

RFQ to be issued	September 23, 2003
Pre-Qualification Conference	October 14, 2003
Deadline for receipt of questions	October 24, 2003
Deadline for receipt of responses	November 4, 2003
Evaluation committee meeting	Week of November 17, 2003
Commission approval/authorization of negotiations	December 10, 2003
Contract negotiations	Week of January 5, 2004
Projected award date	Week of February 2, 2004
Projected contract start date	Week of February 23, 2004

CONCLUSION

As the City and the New World Symphony move forward to develop the surface parking lots at 17th Street and Washington Avenue, there is a need to accelerate the development of planned replacement parking. The proposed Multipurpose Municipal Parking Facility will meet this and a variety of other needs. The first step required in developing the project is the issuance of an RFQ for architecture, design, and engineering services. The Administration recommends that the Mayor and Commission approve the issuance of this RFQ.

JMG:RGM:TH:DPS
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Multipurpose Municipal Parking Facility

Introduction

The City of Miami Beach is soliciting Qualification Statements from architecture and engineering firms (Design Firms) meeting the minimum qualifications described in this document. It is the City's intent to enter into an agreement with the most qualified Design Firm to provide professional services as described in the "Scope of Work" section of this document.

Background

The site for the Project, designated the Multipurpose Municipal Parking Facility, is bounded to the north by the Convention Center Preferred Parking Lot ("P Lot"), to the west by Meridian Avenue, to the east by City Hall and to the south by 17th Street and the City owned building at 1701 Meridian Avenue (also known as 777 17th Street).

On July 30, 2003 the Mayor and City Commission approved the first reading of a resolution describing a proposed Development Agreement between the City of Miami Beach and the New World Symphony (NWS) for the development of a portion of the surface parking lot bounded by 17th Street to the north, North Lincoln Lane to the south, Washington Avenue to the east and Pennsylvania Avenue to the west, for construction of an approximately 50,000 square foot educational, performance, and internet broadcast facility with an exterior screen, and an approximately 320 space public parking garage facility.

A key term of the Development Agreement is that the City will proceed with developing a new Multipurpose Municipal Parking Facility on the site of the current City Hall surface lot with the goal of having a new facility operational by November 2007. Throughout the negotiations with the NWS, the Administration has consistently stated that replacement parking must be built before displacement of parking from either 17th Street surface parking lot. The Multipurpose Municipal Parking Facility must be built and completed, or an alternate acceptable replacement parking location must be identified, prior to NWS's commencement of project construction.

The City's Capital Improvement Projects (CIP) office has provided a conservative design and construction schedule for the Project as follows:

- A/E Contract Award – April 2004
- BODR Approval – March 2005
- Design Review Board Approval – July 2005
- Construction Documents Completion – June 2006
- Construction Substantial Completion – November 2007
- Construction Final Completion – February 2008

The Project will include Planning, Design, Bid and Award, and Construction Management Phases.

Scope of Work

The Project will consist of the construction of a multipurpose, multi-story parking structure which will provide parking for 450 to 600 cars. In addition, the structure may include, as is ultimately determined by the planning process, intermodal facilities, retail or residential accessory space, office space, and related public area improvements. Project elements include site demolition, renovation and construction, landscaping, enhanced lighting, roadway interface, and streetscape improvements.

Planning

The purpose of this Phase is to establish a consensus design concept that meets the Project's functional requirements, addresses community input, and stays within established schedule and cost parameters. The Planning Phase of the Project will include the following major tasks: (1) Project Kick-Off Meeting; (2) Site Reconnaissance Visit and Development of Design Concept Alternatives; (3) Visioning Session to clarify project goals and confirm budget; (4) two Community Design Workshops to provide residents the opportunity to participate in the planning process; and (5) the preparation and presentation of a Basis of Design Report (BODR) for approval by the Mayor and City Commission.

Design

The Design Phase of the Project will include the following tasks: (1) establishment of requirements for the preparation of project contract documents; (2) performance of a variety of forensic tasks to verify, to the extent practicable, existing conditions and the accuracy of base maps to be used for development of the contract drawings; (3) preparation of contract documents, inclusive of drawings, specifications, and front-end documents, with constructability and value engineering reviews to be performed by others; (4) the preparation of opinions of total probable cost; (5) the review of contract documents with jurisdictional permitting agencies prior to finalization; and (6) the development of final (100%) contract documents.

Bid and Award

The purpose of this Phase is to secure, through a fair and impartial process, a firm price for construction of the Project from qualified construction contractors, gain the approval of the Mayor and City Commission to execute a contract with the most qualified contractor, and execute said contract. During this Phase, the Design Firm will assist the City and Program Manager in the following stages of the process: (1) Delivery of permit-approved documents for the purpose of

bidding; (2) Holding of a Pre-Bid conference and responding to inquiries of prospective bidders by preparing written addenda; (3) Bid evaluation and recommendation of action; (4) provision of Construction Contract Documents for execution by the City and the successful bidder; and (5) provision of As-Bid Contract Documents.

Construction Administration

This Phase of the Project provides for the administration and management of the contract for construction. The Design Firm, with its consultants will monitor construction, attend construction progress meetings a minimum of once per week and respond to all construction administration phase duties as specified in the contract documents and the City of Miami Beach agreement for professional Architectural and Engineering Services. At least one (1) month prior to Substantial Completion, the design firm will meet on site with the City of Miami Beach staff, the Program Manager and the Contractor to develop a preliminary punch list.

Minimum Requirements

Each design firm interested in responding to this Request for Qualification (RFQ) must meet the following minimum requirements / qualifications. Submittals that do not completely meet these minimum requirements may be considered non-responsive and eliminated from the process.

1. The Design Firm must demonstrate prior experience in designing multipurpose municipal facilities, i.e. multi-story structures incorporating parking, retail space, and office space, by providing no less than 3 representative example projects completed within the last 10 years with a minimum construction cost of $7,000,000. Specific experience in designing facilities that are successfully integrated into a dense urban setting is required.

2. The Design Firm must include a Registered Architect licensed in the state of Florida, and a licensed Professional Engineer licensed in the state of Florida whose expertise is Structural Engineering. These professionals may be either in-house or a sub-consultant to the prime consultant.

Proposal Requirements

Proposals shall include at a minimum, the following elements, in this order, with tabbed – labeled dividers. Faxed proposals will not be accepted.

A. INTRODUCTION – An introductory letter on the Design Firm's letterhead indicating name of firm, contact person, phone, fax, e-mail, type of business entity, and a short statement summarizing the strengths of the firm/team as it relates to this Project.

B. EXPERIENCE – A description of the Design Firm's relevant experience and capabilities, with a description of comparable projects including, contact names, phone numbers, dates, budget and outcome.

C. PROJECT TEAM – Project team organization, names and resumes (5 pages maximum) of team members including those consultants who will manage and perform the work.

D. WORK PLAN – A clear description of how the Design Firm will complete the scope of services and the format to be used for communication and presentation. This should include but not be limited to:

a. Description of base information needed and provided for the completion of the project.
b. A description of the specific approach to the project, and the strategy in establishing priorities, managing conflicting opinions and obtaining consensus.

Selection Criteria

In accordance with Florida Statute 287.055, the City will follow the below process in selecting the Design Firm for the Project:

(a) For the proposed Project, the City shall evaluate statements of qualifications submitted by Design Firms and shall conduct discussions with, and may require public presentations by, no fewer than three Design Firms regarding their qualifications, approach to the Project, and ability to furnish the required services.

(b) The City shall select in order of preference no fewer than three Design Firms deemed to be the most highly qualified to perform the required services. In determining whether a Design Firm is qualified, the City shall consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the City, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

Responsibilities

Design Firm responsibilities include performing all work as outlined in this request and any subsequently negotiated contract. In order to develop documents, the Design Firm shall obtain input as necessary from the City, utility companies, pertinent regulatory agencies, and community organizations.

The City will oversee the Project through the Capital Improvement Projects (CIP) Office, and Program Manager, URS Corporation.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE ISSUANCE OF RFQ NO. 69-02/03 FOR ARCHITECTURAL, ENGINEERING, DESIGN, AND CONSTRUCTION ADMINISTRATION SERVICES NEEDED TO PLAN, DESIGN, AND CONSTRUCT A MULTIPURPOSE MUNICIPAL PARKING FACILITY ON THE CURRENT SITE OF THE CITY HALL SURFACE PARKING LOT.

WHEREAS, on July 30, 2003, the Mayor and City Commission approved Resolution No. 2003-25297, approving, on first reading, a proposed Development Agreement between the City of Miami Beach and the New World Symphony (NWS) for the development of a portion of the surface parking lot, bounded by 17th Street to the north, North Lincoln Lane to the south, Washington Avenue to the east, and Pennsylvania Avenue to the west, for construction of an approximately 50,000 square foot educational, performance, and internet broadcast facility with an exterior screen ("Soundspace"), and an approximately 320-space (+/-) public parking garage facility; and

WHEREAS, a key term of the Agreement is that the City will proceed with developing a new multipurpose municipal parking facility on the site of the current City Hall surface lot, with the goal of having a new facility operational by November 2007; and

WHEREAS, throughout the negotiations with the NWS, the Administration has consistently stated that replacement parking must be built before displacement of either 17th Street surface parking lot; and

WHEREAS, to that end, at the July 30, 2003 meeting the Mayor and Commission approved Resolution No. 2003-25286, authorizing the City to execute Amendment No. 1 to the existing Agreement between URS Corporation–Southern and the City to provide program management services for the design and construction of a multi-purpose municipal parking facility, to be constructed on the surface parking lot adjacent to City Hall, said services in an amount not to exceed $1,003,882; and

WHEREAS, in order to meet the target construction schedule for the parking facility, the City needs to move forward with the issuance of a Request for Qualifications (RFQ) for architectural, engineering, and design services needed to plan, design, and construct the project; and

WHEREAS, the City and its consultants have developed a scope of services for the project, which consists of the construction of multipurpose, multi-story parking structure, which may include (as will be determined necessary by the planning process): intermodal facilities, retail space, office space, and related public area improvements;

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 approve and authorize the issuance of RFQ No. 69-02/03 for architectural, engineering, design, and construction administration services needed to plan, design, and construct a Multipurpose Municipal Parking Facility on the current site of the City Hall surface parking lot.

PASSED AND ADOPTED this _____ day of _____, 2003.

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

9/5/03
City Attorney Date

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OFFICE OF THE CITY ATTORNEY

City of Miami Beach

F L O R I D A

MURRAY H. DUBBIN
City Attorney

Telephone: **(305) 673-7470**
Telecopy: **(305) 673-7002**

COMMISSION MEMORANDUM NO. _____

DATE: SEPTEMBER 10, 2003

TO: **MAYOR DAVID DERMER and MEMBERS OF THE CITY COMMISSION**

FROM: **MURRAY H. DUBBIN**
CITY ATTORNEY

JORGE GONZALEZ
CITY MANAGER

SUBJECT: **A RESOLUTION CALLING THE GENERAL ELECTION FOR NOVEMBER 4, 2003**

In accordance with Miami Beach City Charter Section 2.01, and City Code Section 38-3, a general municipal election is being called for the purpose of electing a Mayor and three (3) City Commissioners (Group Nos. IV, V, and VI) on November 4, 2003, and providing for the City Clerk to notice said Resolution through publication of an appropriate advertisement in a newspaper meeting the requirements set forth in Section 50.031, Florida Statutes.

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RESOLUTION NO. _____

A RESOLUTION CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 4, 2003 IN THE CITY OF MIAMI BEACH FOR THE PURPOSE OF ELECTING A MAYOR AND THREE CITY COMMISSIONERS (GROUP NUMBERS IV, V AND VI); PROVIDING FOR CONDUCT OF SAME BY THE MIAMI-DADE COUNTY ELECTIONS DIVISION; PROVIDING THAT VOTING PRECINCTS SHALL BE THOSE AS ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF ELECTIONS; PROVIDING FOR THE FORM OF BALLOT AND REGISTRATION OF VOTERS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PAYMENT FOR CONDUCTING ELECTION TO MIAMI-DADE COUNTY.

BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH:

SECTION 1.

In accordance with provisions of the Charter of the City of Miami Beach, Florida a General Election is hereby called and directed to be held in the City of Miami Beach, Florida, from 7:00 a.m. to 7:00 p.m. on November 4, 2003 for the purpose of electing three (3) City Commissioners in Groups IV, V and VI, respectively, and a Mayor, each of whom shall hold office for the terms as provided by law.

SECTION 2.

That the appropriate and proper Miami-Dade County election officials shall conduct the said General Election hereby called, with acceptance of the certification of the results of said General Election to be performed by the City Commission. The official returns for each precinct shall be furnished to the City Clerk of the City of Miami Beach as soon as the ballots from all precincts have been tabulated.

SECTION 3.

That the said voting precincts in the City of said General Election shall be as established by the proper and appropriate Miami-Dade County Election Officials. All electors shall vote at the polling places and the voting precincts in which the OFFICIAL REGISTRATION BOOKS show that

the said electors reside. Registration of persons desiring to vote in said General Election shall be in accordance with the general laws of the State governing voter registration.

SECTION 4.

Not less than thirty days notice of said General Election shall be given by publication in the Miami Herald, a newspaper of general circulation in Miami Beach, Miami-Dade County, Florida. Such publication shall be made in accordance with the provisions of Section 100.342, Florida Statutes, and Section 38-3 of the Code of the City of Miami Beach.

SECTION 5.

The notice of election shall be substantially in the following form:

THE CITY OF MIAMI BEACH, FLORIDA

NOTICE OF SPECIAL ELECTION

NOTICE IS HEREBY GIVEN THAT A GENERAL ELECTION HAS BEEN CALLED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AND WILL BE HELD IN SAID CITY FROM 7:00 A.M. UNTIL 7:00 P.M. ON THE 4TH DAY OF NOVEMBER, 2003, FOR THE PURPOSE OF ELECTING THREE (3) CITY COMMISSIONERS IN GROUPS IV, V AND VI, RESPECTIVELY, AND A MAYOR, EACH OF WHOM SHALL HOLD OFFICE FOR TERMS AS PROVIDED BY LAW.

Said Notice shall further set forth the several polling places in the election precincts as established in accordance with Section 3 hereof, and shall further set forth pertinent information regarding eligibility of electors to participate in said election.

SECTION 6.

That the official ballot to be used in the General Election to be held on November 4, 2003, hereby called, shall be in substantially the following form, to-wit:

"OFFICIAL BALLOT"

GENERAL ELECTION

FOR

ELECTING THE MAYOR

AND THREE (3) COMMISSIONERS

OF THE

CITY OF MIAMI BEACH, FLORIDA

ON NOVEMBER 4, 2003

Vote for one (1) only:

(Here insert names of candidates) **MAYOR**

_____

_____

FOR CITY COMMISSIONERS

(Here insert names of candidates) **GROUP IV**

_____

_____

(Here insert names of candidates) **GROUP V**

_____

_____

(Here insert names of candidates) **GROUP VI**

_____

_____

The City Clerk shall prepare the ballot so that the names of qualified candidates will appear on said ballot in alphabetical order according to surname; provided, however, that said ballot and its preparation shall be such as to permit compliance with the Laws of the State of Florida with respect to the use of an electronic voting system.

SECTION 7.

That the absentee voters participating in said General Election shall be entitled to cast their ballots in accordance with the provisions of the Laws of the State of Florida with respect to absentee voting.

SECTION 8.

That the City of Miami Beach shall pay all expenses for conducting this General Election and will pay to Miami-Dade County or directly to all persons or firms, upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

SECTION 9.

This resolution shall be effective immediately upon its passage.

PASSED and **ADOPTED** this 10th day of September, 2003.

_____
MAYOR

ATTEST:

_____
CITY CLERK

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 9-2-03 Date

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OFFICE OF THE CITY ATTORNEY

City of Miami Beach

F L O R I D A

MURRAY H. DUBBIN
City Attorney

Telephone: (305) 673-7470
Telecopy: (305) 673-7002

COMMISSION MEMORANDUM NO. _____

DATE: SEPTEMBER 10, 2003

TO: **MAYOR DAVID DERMER and MEMBERS OF THE CITY COMMISSION**

FROM: **MURRAY H. DUBBIN**
CITY ATTORNEY

JORGE GONZALEZ
CITY MANAGER

SUBJECT: **DESIGNATION OF CITY OF MIAMI BEACH CANVASSING BOARD FOR NOVEMBER 4, 2003 GENERAL AND SPECIAL ELECTION**

In connection with the upcoming November 4, 2003 General and Special Election, the Mayor and City Commissioners are required to appoint official representatives to serve as the Miami Beach Canvassing Board; upon the recommendation of the City Attorney, it is suggested that this Canvassing Board be composed of the City Manager or his designee, and two members of the City Commission who are not up for re-election this November (Commissioners Gross, Smith and Steinberg) and are not active participants in the campaign or candidacy of any candidate with opposition in the City of Miami Beach November 4, 2003 General Election.

Administration Recommendation

Upon the recommendation of the City Attorney, the Administration recommends that the Miami Beach Canvassing Board for the November 4, 2003 General and Special Election be composed of the City Manager, or his designee, and two members of the City Commission who are not up for re-election (Commissioners Gross, Smith and Steinberg) and are not active participants in the campaign or candidacy of any candidate with opposition in the City of Miami Beach November 4, 2003 General Election.

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Administratively Withdrawn

R7E A Resolution To Consider Naming A Proposed Fountain To Be Constructed And Located Within Collins Park, In Memory Of The Late Joseph Nevel. **10:40 A.M. First Reading, Public Hearing.** (Page)
(City Manager's Office)

See Item C6A Community Affairs Committee Meeting Report of September 4, 2003

Agenda Item R7D
Date 9-10-03

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution authorizing the extension of the existing Management Services Agreement for the Miami Beach Convention Center and the Jackie Gleason Theater of the Performing Arts between the City of Miami Beach and SMG, for a period not to exceed 30 days, pending SMG counsel's review of the negotiated Agreement and final negotiation on SMG's proposed capital/scholarship contribution to the City.

Issue:

Shall the City adopt the Resolution extending the existing Management Agreement between the City of Miami Beach and SMG for a period not to exceed 30 days, pending SMG counsel's review of the negotiated Agreement and final negotiation on SMG's proposed capital/scholarship contribution to the City?

Item Summary/Recommendation:

The Mayor and the City Commission should approve the resolution authorizing the extension of the existing Management Services Agreement for the Miami Beach Convention Center and the Jackie Gleason Theater of the Performing Arts between the City of Miami Beach and SMG for a period not to exceed 30 days, pending SMG counsel's review of the draft Agreement and final negotiation on SMG's proposed capital/scholarship contribution to the City.

Advisory Board Recommendation:

Finance and Citywide Projects Committee - October 25, 2002 - recommended the Administration issue a RFP seeking qualified firms for the management and operation of the MBCC and TOPA.

Convention Center Advisory Board - August 27, 2002 and November 19, 2002 - adopted motions at both meetings recommending the City negotiate a no bid contract to the current operators due to the lack of qualified competitive operators worldwide and SMG's proven track record, their professional management and operational expertise.

Convention Center Advisory Board - September 2, 2003 - reviewed the terms of the negotiated agreement as set forth in the attached draft Agreement, with particular emphasis on the incentive fee calculation and the scope of services, and adopted a motion to recommend approval to the City Commission.

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Christina M. Cuervo

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	GEC	Jorge

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AGENDA ITEM R7E

DATE 9-10-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE EXTENSION OF THE EXISTING MANAGEMENT SERVICES AGREEMENT FOR THE MIAMI BEACH CONVENTION CENTER AND THE JACKIE GLEASON THEATER OF THE PERFORMING ARTS BETWEEN THE CITY AND SMG, FOR A PERIOD NOT TO EXCEED 30 DAYS, PENDING SMG COUNSEL'S REVIEW OF THE NEW NEGOTIATED MANAGEMENT AGREEMENT, AND FINAL NEGOTIATION ON SMG'S PROPOSED CAPITAL/SCHOLARSHIP CONTRIBUTION TO THE CITY.**

ADMINISTRATION RECOMMENDATION

Approve the resolution.

ANALYSIS

On September 7, 1990 the City of Miami Beach issued a Request for Proposals (RFP) for the management of the Miami Beach Convention Center (MBCC) and the Jackie Gleason Theater of the Performing Arts (Gleason). The bid was awarded to Spectacor Management Group (SMG).

On December 19, 1990, the City of Miami Beach entered into a Management Services Agreement with SMG for the management of the MBCC and the TOPA. The Agreement was for an initial term of three-years, commencing on January 1, 1990, and ending December 31, 1993. On June 30, 1993, the City exercised its option to extend the Agreement for two successive one-year terms covering the period of January 1, 1994, through December 31, 1995. On April 19, 1995, the City Commission approved the waiver of formal bidding procedures for the Management Contract, thus extending the Management Services Agreement with SMG, and approving a new Agreement for the period of October 1, 1995, through September 30, 1998.

On December 5, 1997, the City of Miami Beach authorized RFP No. 5-97/02, seeking proposals from qualified firms for the management and operation of MBCC and/or TOPA. On April 1, 1998, the City Commission authorized a Resolution for the Administration to enter into negotiations for a Management Services Agreement with the recommended firm of SMG pursuant to the recommendation of the City Manager and the Evaluation Committee. On July 15, 1998, the Mayor and City Commission adopted Resolution 98-22850 authorizing execution of an Agreement with SMG for three (3) years with two (2) one year renewals. On September 5, 2001, the Mayor and City Commission adopted

Resolution No. 2001-24573 approving the two (2) one year extensions which will expire on September 30, 2003.

Since the Agreement does not provide for any further renewal options, on July 31, 2002, an item was referred to the Finance and Citywide Projects Committee to discuss the future management of the MBCC and TOPA. On October 25, 2002, the Committee met and recommended the Administration issue a RFP seeking qualified firms for the management and operation of the MBCC and TOPA.

On August 27, 2002 and November 19, 2002, the Convention Center Advisory Board discussed the future management and operation of the MBCC and TOPA and adopted motions at both meetings recommending the City negotiate a no bid contract to the current operators due to the lack of qualified competitive operators worldwide and SMG's proven track record, their professional management and operational expertise.

On January 8, 2003, the Mayor and City Commission adopted Resolution No. 2003-25107, which authorized the issuance of a RFP for the management and operation of (1) the MBCC and the Gleason, or (2) the Gleason only, with an option to manage and market other City Cultural Facilities to include but not limited to: the Byron-Carlyle Theater, the Rotunda, the Acorn Theater, the bandshell and/or the Colony Theater. Each proposal was required to submit fee proposals for the optional City facilities.

RFP No. 33-02/03 was issued on February 24, 2003 with an opening date of March 21, 2003, which was subsequently changed to March 28, 2003 as a result of questions and request for additional information from interested proposers. A pre-proposal conference to provide information to firms considering submitting a response was held on March 7, 2003.

On March 28, 2003, the City received two (2) proposals: 1) Waterford Hotel Group, Inc.; and 2) SMG. The Administration in consultation with the City Attorney's Office, determined that Waterford's proposal was deemed non-responsive.

On July 2, 2003, the Mayor and City Commission adopted Resolution No. 2003-25260, approving the recommendation of the City Manager and approving the selection of SMG, as the successful proposer pursuant to request for proposals (RFP) No. 33-02/03, and further authorizing the Administration to enter into negotiations with SMG, subject to submission of a five year operational, marketing and budgetary plan, for the management and operation of the MBCC, the Gleason and the optional City facilities.

On September 2, 2003, the Convention Center Advisory Board reviewed the terms of the negotiated agreement as outlined below and set forth in the attached draft Agreement, with particular emphasis on the incentive fee calculation and the scope of services, and adopted a motion to recommend approval to the City Commission.

Contract Terms:
The parties have reached agreement on the majority of the issues, which are outlined below. However, SMG's counsel has not finalized their review of the draft Agreement and a final point of negotiation concerns the capital contribution and scholarship fund. SMG's

proposal delineated the following:

- a $400,000 capital contribution to be amortized on a non-cash basis over 15 years. Should SMG be terminated prior to the end of the amortization period, the succeeding management entity would be responsible for repaying SMG the unamortized portion of its contribution. Additionally, if SMG is selected to operate the additional City facilities, SMG proposed to increase said contribution by an additional $100,000.

The City's Bond Counsel has advised that any amortization of SMG's proposed capital contribution in excess of the term of the Agreement would be "perceived to be a restraint as to the City's ability to cancel the contract" from a tax law perspective, as it applies to Management Contracts involving use of tax exempt bond-financed facilities, such as the Miami Beach Convention Center.

As such, and limited to a five (5) year amortization concurrent with the Agreement term, SMG has revised its capital contribution proposal to $250,000 and an additional $62,500, if the optional facilities are elected. The City has requested an additional contribution towards the Scholarship Fund and this amount has yet to be determined, if any. SMG purports that the capital contribution outlined above is intended for the City's use as it deems appropriate, which may include the continuation of the scholarship fund. As a point of reference, during the renewal term of SMG's current contract, an annual capital contribution of $33,000 and an annual scholarship contribution of $15,000 applied. Over a five (5) year period, these respective amounts would total $165,000 and $75,000 for comparative purposes.

Additionally, SMG's counsel has not finalized their review of the draft Management Services Agreement as attached hereto.

It is recommended that until such time as the aforestated issue is finalized, that the Mayor and City Commission extend the term of the existing Agreement for 30 days to October 31, 2003, pending a final resolution of the capital/scholarship contribution. It is anticipated that the final agreement will be presented at the next scheduled City Commission meeting on October 15, 2003.

In anticipation of the October 15, 2003 meeting, the following are the relevant contract terms that have been developed:

1. Term: A term of three (3) years with an option for two (2) additional one (1) year periods at the City's discretion, i.e. October 1, 2003 – September 30, 2006 with two one year extensions to September 30, 2007 and September 30, 2008 respectively.

2. Management and Operations
The selected proposer will be responsible for the complete management and operation of the Miami Beach Convention Center and the Jackie Gleason Theater of Performing Arts. The selected proposer shall furnish all management, supervision, labor, and services consistent with generally accepted operations of a first-class Convention Center and/or Theater, and shall be responsible for the maintenance of the buildings and equipment and marketing of the facilities management of various product and service providers; coordination of facilities utilization and scheduling. The City has established certain goals and objectives to guide the management and operation of the City facilities as set forth in the RFP and included by reference in the Agreement. In addition, the City has established specific standards of operation, (Exhibit "C"), which constitute a framework for the management of the Facilities by a private management firm.

3. Optional Facilities:
The Contract further sets forth that the City, at its sole discretion and option, to elect to negotiate with the successful operator to manage and/or market other City cultural facilities such as the Byron-Carlyle Theater, the Acorn Theater, the Rotunda, the bandshell and/or the Colony Theater, during the term of their contract, at an additional increase to the Management Fee of $50,000/year.

4. Base Management Fee
$295,000 annually, increasing by CPI annually, representing a 6.7% increase over the current Management Fee of $275,836.

5. Incentive Fee
100% of Management Fee based upon the following criteria:

(i) Maintenance of Facility and Capital Equipment – twenty (20) percentage credits.

(ii) Financial Performance – thirty (30) percentage credits.

Attainment of Net Operating Loss/Profit reflected in Approved Budget	10 points
Improvement of 5% over Net Operating Loss/Profit reflected in Approved Budget	20 points
Improvement of 10% over Net Operating Loss/Profit reflected in Approved Budget	30 points

(iii) Customer Satisfaction – twenty (20) percentage credits.

Customer surveys – SMG shall retain, at its sole cost, an independent

research firm, which shall be approved by the City but which approval shall not be unreasonably withheld, to develop a customer satisfaction research program from which incentive program will be administered.

Included in the City's evaluation pursuant to this subsection (iii) will be considered of SMG's supervision and monitoring of the food and beverage operations in the Facility, attention to quality controls, levels of service and performance standards.

(iv) Booking Events at the Facility. The City shall award SMG up to twenty (20) percentage credits for booking events at the Facility based on the following table:

Convention Center – up to 10 points

65 actual events held during a Fiscal Year or 48% Occupancy Rate	2.5 points
70 actual events held during a Fiscal Year or 52% Occupancy Rate	5 points
75 actual events held during a Fiscal Year or 56% Occupancy Rate	7.5 points
80 actual events held during a Fiscal Year or 60% Occupancy Rate	10 points

Theater – up to 10 points

180 use days held during a Fiscal Year	3 points
195 use days held during a Fiscal Year	6 points
210 use days held during a Fiscal Year	10 points

(v) Discretionary. The City shall award SMG up to ten (10) percentage credits as determined by the City in its sole discretion. The City may take into account, but not be mandated by, the following: extraordinary quantifiable and measurable creative initiatives that directly result in SMG securing new City-wide business for the City of Miami Beach during the off season period; and/or demonstration and integration of new strategic SMG technically advanced corporate resources to the benefit of the tourism and/or cultural community of Miami Beach; and/or serves to development of new or enhanced revenue streams for Facility use and services, as otherwise determined by City.

6. Capital Contribution

SMG will contribute $250,000 to the City to be utilized at the City's sole discretion and will be amortized on a non-cash basis by SMG over the 5 year term of the Agreement. If City elects for SMG to manage the optional facilities, SMG will contribute an additional $62,500 or a pro-rated portion if such election takes place after the first year.

7. Scholarship
SMG shall contribute $_____, annually during the Term of the Agreement, and any Renewal Term thereof, towards the establishment of a scholarship fund for qualifying in-need Miami Beach residents pursuing a career in Facility Management and/or the Hospitality and Tourism Industry. Said fund will be administered by the City and applicants will be reviewed and recommended by SMG.

8. Five Year Plan
As directed by the Mayor and City Commission and as set forth in Section 2.3(r)(ii), 5.3(e) and 2.3(l) of the Agreement (see attached), SMG has agreed to submit a strategic five (5) year plan that addresses the Facility capital needs, operating budget and marketing and promotional strategy, respectively.

As part of this five (5) Year Plan, SMG will collaborate with City on the development of a comprehensive marketing plan inclusive of vision and mission, goals, objectives, tactical strategies and action plans that demonstrate the highest degree of due diligence and research analysis to position the first class destination and its competitive advantage as destination of choice for conventions, trade shows, corporate meetings, consumer shows, events and other key customer targets identified in the plan. Fulfillment of the strategic marketing plan will further SMG's commitment to maximize sales and marketing outreach areas for the Facility. As set forth in the RFP, this 5 year plan will also position the Facility in anticipation of the completion and opening of the new Performing Arts Center in Downtown Miami.

Pursuant to the City's direction, SMG will execute initiatives as submitted in its proposal, dated March 26, 2003, submitted in response to RFP # 33-02/03.

CONCLUSION:

The Mayor and the City Commission should approve the resolution authorizing the extension of the existing Management Services Agreement for the Miami Beach Convention Center and the Jackie Gleason Theater of the Performing Arts between the City of Miami Beach and SMG for a period not to exceed 30 days, pending SMG counsel's review of the draft Agreement and final negotiation on SMG's proposed capital/scholarship contribution to the City.

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SECTION 2.3 AND 5.3 of AGREEMENT

2.3 Specific Services.

Without limiting the generality of the foregoing, SMG shall have sole right and authority to:

(l) engage in such advertising, solicitation, and promotional activities, as SMG deems necessary to market the Facility for conventions, trade shows and public entertainment shows. SMG shall not actively engage in the selling of advertising inventory and product rights for the Facility without the prior written approval of the City Manager or his designee. SMG shall work with the Greater Miami Visitor and Convention Bureau and/or other appropriate facility providers as determined by the City Manager or his designee, to market the Facility and engage in all future activities necessary to develop and maintain current and relevant strategic marketing plans. In addition to the foregoing, SMG shall, from time to time, revise the marketing plan specifically for the Facility as SMG determines is necessary or appropriate to maintain the currency of such plan, and SMG shall solicit comments from the City and the appropriate various boards and committees outlined in Section 2.3(n) below. SMG also shall submit to the City not later than September 30, 2003 (i) a strategic five (5) year plan for the marketing and promotion of the Convention Center, addressing those items as more particularly set forth on Exhibit "C" attached hereto, and (ii) a strategic five (5) year plan for the marketing and promotion of the Theater, addressing those items as more particularly described on Exhibit "D" attached hereto; and implement the recommendations and findings contained therein.

In connection with its activities under the terms of this Agreement, SMG will be permitted to use the logo and brand identity of the City of Miami Beach, as approved by the City Manager or his designee.

(r) maintain the Facility in the most efficient manner consistent with other similar first class facilities and immediately inform the City of any condition of which SMG becomes aware which SMG believes impairs the structural soundness or sound operating condition of the Facility or otherwise adversely affects the ability of SMG to perform under this Agreement. It is understood that the City will make its own determination as to the structural soundness of the Facility or any defect that might be noted by SMG and as to the necessity for repair. The City will, subject to appropriation, make available funds necessary to correct such condition within such time as is required under the circumstances and as the City deems any repair or correction necessary.

(i) SMG shall have the right to act with consent of the City in situations which SMG determines to be an emergency with respect to the safety, welfare and protection of the general public, including spending or

committing funds held in the Facility accounts described in Section 5.6 below even if such expenses are not budgeted, provided, however, SMG shall have no obligation under any circumstance to spend or commit funds other than funds then available in such Facility accounts for any such purpose. Immediately following such action, SMG shall inform the City of the situation and the action taken and the City shall pay SMG, for deposit into such Facility accounts, the amount of funds, if any, spent or committed by SMG pursuant to this subparagraph (i) in excess of budgeted amounts.

(ii) It is hereby acknowledged by SMG and the City that SMG has heretofore provided to the City a five (5) year long range Capital Equipment and Capital Improvement Project Plan ("Capital Projects Plan") for the Facility for the Fiscal Year period commencing Fiscal Year 2003-04 and ending Fiscal Year 2007-08. SMG shall assist the City in the planning, oversight, and administration of such Capital Projects Plan.

(iii) In accordance with the "Analysis of the Potential Expansion of Convention Facilities in Greater Miami and the Beaches" study dated November 5, 2001, SMG will assist with design and operational consulting in connection with any proposed Convention Center Expansion Project.

5.3 Annual Budget; Cash Flow Budget.

(e) On or prior to August 31, 2003, SMG will submit to the City Manager or the Mayor and the City Commission a five (5) year financial proforma setting forth a projected annual operating budget for the next five (5) full Fiscal Years. For sake of clarity, the parties hereto hereby acknowledge and agree that the foregoing five (5) year budget projection shall not be used in the calculation of SMG's annual incentive fees (Financial Performance category) under Section 4.2 (a)(ii).

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RESOLUTION TO BE SUBMITTED

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution approving in substantial form, on second and final reading, the proposed Development Agreement between the City of Miami Beach and New World Symphony, a not-for-profit organization, for the development of the surface parking lot, bounded by 17th Street to the north, North Lincoln Lane to the south, Washington Avenue to the east and Pennsylvania Avenue to the west; further approving said Development Agreement subject to and contingent upon the parties' respective bond counsel review and approval of the Ground Lease Agreement.

Issue:

Concurrent with completion of the first phase of the 17th Street Master Plan study (Master Plan) by Zyscovich, Inc., in October, 2001, the Administration has been in negotiations with the New World Symphony (NWS) regarding its proposed lease of a portion of the 17th Street Surface Parking Lot to accommodate its Soundspace design concept (the Project).

In accordance with the provisions of Ordinance No. 92-2783 (Shapiro Ordinance), the lease of any City-owned property for a period of more than five years, including option years is subject a public hearing process, a planning analysis, a public bidding requirement and appraisal requirements. The Development Agreement was approved on first reading by a 6-to1 vote at a Public Hearing held on July 30, 2003. This Resolution calls for approval of the Development Agreement on second and final reading. A separate Resolution calls for approval of a Lease Agreement between the City and the NWS and authorizes the City Commission to waive, by 5/7th vote, the competitive bidding and appraisal requirements.

Item Summary/Recommendation:

The Administration recommends approving, on second and final reading the proposed Development Agreement between the City of Miami Beach and New World Symphony.

Advisory Board Recommendation:

Cultural Arts Council – March 7, 2003
Lincoln Road Marketing Association – March 11, 2003 and July 8, 2003
Convention Center Advisory Board – April 29, 2003
Transportation and Parking Committee - May 13 and June 3, 2003
Land Use and Development Committee – July 14, 2003
Finance and Citywide Projects Committee – April 21, June 17 and July 16, 2003
Town Hall Meeting – July 29, 2003
City Commission Public Hearing – July 30, 2003

Financial Information:

Amount to be expended:

Source of Funds:

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	CMC	Jorge

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AGENDA ITEM R7F

DATE 9-10-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING IN SUBSTANTIAL FORM, AS ATTACHED HERETO, ON SECOND PUBLIC READING, IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 163.3220 – 163.3243 FLORIDA STATUTES, ALSO REFERRED TO AS THE FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE NEW WORLD SYMPHONY, A NOT-FOR-PROFIT FLORIDA CORPORATION, FOR THE DESIGN, DEVELOPMENT AND CONSTRUCTION OF THE SURFACE PARKING LOTS, BOUNDED BY 17TH STREET TO THE NORTH, NORTH LINCOLN LANE TO THE SOUTH, WASHINGTON AVENUE TO THE EAST AND PENNSYLVANIA AVENUE TO THE WEST, FOR CONSTRUCTION OF AN APPROXIMATELY 50,000 SQUARE FOOT EDUCATIONAL, PERFORMANCE AND INTERNET BROADCAST FACILITY WITH AN EXTERIOR SCREEN ("SOUNDSPACE"), AND AN APPROXIMATELY 320-SPACE (+/-) PUBLIC PARKING GARAGE FACILITY; FURTHER APPROVING SAID DEVELOPMENT AGREEMENT SUBJECT TO AND CONTINGENT UPON THE PARTIES' RESPECTIVE BOND COUNSEL'S REVIEW OF THE AGREEMENT AND THE GROUND LEASE AGREEMENT BETWEEN THE PARTIES, SAID REVIEW TO BE ON AN EXPEDITED BASIS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution

ANALYSIS

Concurrent with completion of the first phase of the 17th Street Master Plan study (Master Plan) by Zyscovich, Inc., in October, 2001, the Administration has been in negotiations with the New World Symphony (NWS) regarding its proposed lease of a portion of the 17th Street Surface Parking Lot to accommodate its Soundspace design concept (the Project). As envisioned, the proposed 50,000 square foot facility will provide state-of-the-art communication and media capabilities with a 700-seat (+/-) performance space, classroom/educational, rehearsal and broadcast space. In addition to providing a world-renowned, state-of-the-art facility, another focal point for the community, and the basis for considering the facility's location on this site, is that it will incorporate giant video screen(s) on one or more facades of the building, allowing the public to view live and recorded broadcasts from around the world. The Master Plan contemplates situating the facility on the west surface lot, just to the north of the existing NWS Theater on Lincoln Road. On March 11, 2003, the NWS announced its hiring of world renowned architect, Frank Gehry

of Gehry Partners, to design the Project. Frank Gehry will lead a consulting team that will also include Zyscovich Architects, Nagata Acoustics, Theatre Project Consultants and Donnell Consultants.

On January 8, 2003, the Administration referred an item to the Finance and Citywide Projects to specifically address several issues, including but not limited to, the lay-out and design of the proposed facility; the consideration for the ground lease; the amount of the City's contribution towards the design and construction of the parking structure to partially serve the facility's needs; the timing for the construction of replacement parking that will be displaced by the project (City Hall expansion lot); and the configuration and use of the east surface lot.

On April 21, 2003, the Administration presented a summary of preliminary terms to the Finance and Citywide Projects Committee, which has served as a basis for negotiations towards a Development and Lease Agreement. At the time, certain key issues identified above were addressed as follows:

- Design: the lay-out and design of the proposed facility has not been finalized pending Frank Gehry's review of the site and presentation of optimal siting alternatives. To this end, It should be noted that Gehry Partners will conduct a design workshop at a specially scheduled meeting of the City Commission to present preliminary design options.
- Rental: the consideration for the ground lease was discussed and the NWS proposes non-monetary contributions comprised of direct economic benefits, with an estimated value of approximately $5.7 Million consisting of the following:
    - Educational contributions - $250,000
    - Free public presentations - $280,000
    - Smart Card discount program for residents - $4.9 Million
    - Programming of the projection screens - $200,000
    - Free concert for the City - $50,000

  Additional indirect economic impacts, include job creation, cultural economic benefits and visitor attraction and spending, in lieu of rental payments.
- Bridge Tender House: NWS' design team will explore options for relocating the Bridge Tender House from its present location in front of the Wolfsonion Building to a location near or on the development site. NWS will also pay for two full-time positions to staff the facility at an estimated value of $70,000 to $80,000, inclusive of benefits.
- Parking Cost: the amount of the City's contribution towards the design and construction of the parking structure to serve the facility's needs, in whole or in part, was discussed and the concept of the City capping its contribution at a fixed total cost and NWS assuming responsibility for any overage due to design or construction risk was supported;
- Construction Sequencing: the timing for the construction of replacement parking that will be displaced by the project (City Hall expansion lot) was also discussed and the Administration purported that negotiations contemplated replacement parking being built prior to any displacement on the surface lots; and
- Adjacent Lot: the configuration and use of the east surface lot was also discussed

and members of the public expressed concern regarding displacing ancillary parking that serves the 300 and 400 block of Lincoln Road.

The Committee passed a motion expressing their support for the proposed project and directing Administration to proceed with their efforts of securing a lease with the New World Symphony at a rental rate of one dollar a year plus the in kind economic impacts the City will receive by the completion of said project for a long term lease, contingent on the following: all displaced parking being replaced and additional parking lots/garages being built to accommodate increased parking necessities; the City will operate all new garages as part of the City of Miami Beach Parking Program; and, review by the Transportation and Parking Committee, and the Land Use and Development Committee.

Concurrent with the negotiations, the NWS has and continues with its outreach initiative, scheduling meetings with various Citywide committees to advise on the Symphony's expansion plans and to obtain community input. On July 29, 2003 a town hall meeting was held at the Lincoln Theater where the Project was well received.

On June 17, 2003, the Administration provided the Finance and Citywide Projects Committee with an updated term sheet, at which time the cost of parking remained to be negotiated, and it was reported that the intent was to have a Development Agreement drafted in time for the first reading at the Public Hearing which was held during the July 30, 2003 Commission meeting. Commissioner Smith recommended that the Agreement contain a "drop-dead date" provision, requiring that in the event the Project fails to proceed within a specified time frame from the date the NWS takes possession of the site, the site reverts back to the City. In addition, the NWS should provide evidence annually of its ongoing financial capacity to operate and maintain the Project. Additionally, the Committee asked for the following items: an update concept plan/sketch of the proposed facility and adjacent parking, incorporating the modified parking plan for the east lot with an enhanced pedestrian linkage and greenway between 17th Street and Lincoln Road, a design reflecting compatibility with the area scale and architecture, further community outreach with the area hotels and Lincoln Road businesses/property owners, and an operating pro-forma for Soundspace.

From a parking capacity perspective, the NWS in conjunction with City staff, prepared a parking capacity overview that provided a review of the existing conditions, projected future parking capacity and construction sequencing. The following chart summarizes the most current expectations revising the projected number of spaces at the 17th Street surface lots and reducing the number of projected spaces at City Hall Expansion Garage due to the potential Intermodal Component. The chart does not project the future development of the P-Lot.

Parking Lots	Existing Number Spaces	Proposed Number Spaces (low end)	Proposed Number Spaces (high end)
17th Street Surface Lots	508	320	400
City Hall Expansion Garage	152	450	600
Total	660	770	1,000
Less: Existing spaces:		660	660
Net Gain of spaces:		110	340

At the City Commission meeting on July 2, 2003, during the setting of the aforementioned Public Hearing, the Commission voted to expand the area scope of the Development Agreement, to encompass both surface lots, thereby providing Frank Gehry, the project architect and designer, a greater degree of flexibility in the design and layout of Soundspace, the parking facility, the green space and other aspects of the proposed Project.

Since this time, the Administration has been working with the NWS to finalize the Development and Lease Agreements, addressing the following issues:

- Pursuant to an analysis of comparable parking structures, the City has determined that its maximum contribution associated with the construction of NWS' estimated 320-space parking facility, shall not exceed $12,250 per space plus 12.5% for soft costs (inclusive of any Prevailing Wage requirements and all site development costs, permit and concurrency fees), subject to annual CPI escalations. NWS will pay for any incremental costs associated with Garage design and construction, thereby mitigating the City's construction risk. If ground floor commercial accessory use/retail space is required, the parties agree to meet and negotiate respective responsibilities.

- On the July 2 Commission Agenda, there was a referral item to the Planning Board concerning a proposed amendment to the "CCC" Development Regulations to allow for waiver of Development Regulations for parking so no encumbrance of Garage is required. The legislative intent is that all parking displaced by the Project shall be replaced and required parking will be provided. Consideration for this waiver will be NWS' funding for public parking costs in excess of the City's cap. The Planning Board meeting was held on July 29, 2003, where the proposed amendment was not approved. The item was subsequently brought to the City Commission on July 30, 2003, for the first of two public hearings. The Commission voted to open and continue the first hearing to September 10, 2003. On August 26, 2003, the Planning Board did not reach discussion on this item. The actual waiver will be considered at a subsequent meeting.

- In accordance with the provisions of Ordinance No. 92-2783 (Shapiro Ordinance), the lease of any City-owned property for a period of more than five years, including option years is subject a public hearing process, a planning analysis, a public

bidding requirement and appraisal requirements. The Development Agreement was approved on first reading at a Public Hearing held on July 30, 2003. This Resolution calls for approval of the Development Agreement on second and final reading. A separate Resolution calls for approval of a Lease Agreement between the City and the NWS and authorizes the City Commission to waive, by 5/7th vote, the competitive bidding and appraisal requirements.

- In order for the NWS' plans to proceed, the City must proceed with the construction of the City Hall expansion garage. To this end, on July 30, 2003, the City Commission authorized an amendment to the existing Agreement between URS Corporation–Southern and the City of Miami Beach to provide program management services for the design and construction of a multi-purpose municipal garage facility to be constructed in the parking lot adjacent to City Hall, in an amount not to exceed $1,003,882. CIP is also placing an item on the September 10 Commission Agenda, requesting authorization to proceed with an RFQ for programming and design aspects of the parking facility. To the extent that the City Hall Expansion Garage is not completed by May 1, 2007, NWS has requested the ability to proceed with the construction of its Project.

- Section 3.2(b) of the Agreement defines the minimum level of investment by the NWS relative to the hard construction costs of the Project as $40 Million, inclusive of furnishings, fixtures and equipment.

It should noted that during the Public Hearing on July 30, pertaining to the first reading of the Development Agreement, certain members of the public insisted that the NWS should consider locating its project on the surface parking lot located on the west side of the Theater of the Performing Arts. Bernard Zyscovich informed the Commission that this alternative site was not viable for a number of reasons including:

- Logistically, it would not work for the New World Symphony as instruments and other equipment would have to be transported between the Lincoln Theater and the new facility. The NWS requires Sound Space to be adjacent to Lincoln Theater.
- From an urban perspective it would not work, as one of the main objectives is to create a linkage between the Convention Center and Lincoln Road. Putting Sound Space on the TOPA lot would not achieve this objective.
- From an architectural standpoint, Frank Gehry would not be interested in pursuing project that would be constrained between the Convention Center's loading area and the back wall of TOPA.

A letter has since been received from Frank Gehry, which further elaborates on the constraints of the alternate site. A copy of this letter will be submitted under separate cover.

The City Commission voted six-to-one to approve the Development Agreement on first reading.

Since the Ground Lease and Development Agreements have undergone extensive negotiation and numerous revisions up until the submission deadline for this Commission Agenda, it should be noted that the Agreements are being submitted in substantial form,

pending final review and approval by the respective parties' bond counsels. This includes a compliance review of the Parking Revenue and Convention Development Tax (CDT) Bond provisions, of which a portion of the proceeds were used to fund the construction of the surface lots.

CONCLUSION

The Term Sheet summarizing the terms of the Development Agreement is attached to this memorandum as well as an updated economic impact statement. The Administration recommends approval of the Development Agreement in substantial form, as attached hereto, on Second and Final Reading; further approving this Development Agreement subject to and contingent upon the parties' respective bond counsel review and approval of the Agreement.

JMG/CMC:KOB
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Attachment

EXHIBIT C

Soundspace Impact Statement
Revised August 2003

The creation and operation of Soundspace will provide significant benefits to the City of Miami Beach and its citizens. As described below, the returns to Miami Beach, in terms of revenues, jobs, publicity, education, culture, and business opportunities will far outweigh its investment in land, additional parking and, should it be realized, the costs of creating and operating a surrounding park. Soundspace will also provide the New World Symphony with unique opportunities to expand its educational and cultural activities to benefit every citizen of Miami Beach. The most significant of these opportunities include:

Soundspace Smart Card

Corresponding with the opening of Soundspace, the link with residents of Miami Beach and the cultural community will be a "Smart Card". Working together, the City of Miami Beach and NWS will create a redemption and distribution system for these cards. All cardholders will have frequent, discounted access to selected Soundspace presentations and other Miami Beach cultural venues. The Smart Card program will be publicized prominently in the opening season of Soundspace in hopes that it would become a new and efficient way to promote and track increased attendance for NWS and other Miami Beach cultural organizations.

NWS currently presents, and will continue to present over 16 free concerts and 36 paid-admission concerts annually. Soundspace will allow NWS to expand its offerings to the public, including the development of a series of short presentations, ranging from 15 to 20 minutes to as long as an hour, that will combine local live music making with electronic transmissions from all major music centers in this country and around the world. Internet2 also makes it possible to broadcast musical events from other parts of the world that would not necessarily use NWS fellows and coaches. Assuming each presentation could be repeated eight times per weekend over ten weekends of the season, this totals 80 new events in the inaugural season of Soundspace. NWS might charge $5 per adult admission to these presentations, but they would be free to Smart Card holders, providing Miami Beach residents up to $280,000 in value annually.

Each Smart Card will also hold $50 of value that can be applied for discounts to select ticketed Soundspace offerings. Given the current population, this puts $4.9 million directly into the hands of Miami Beach residents.

NWS will work with the appropriate City of Miami Beach departments to incorporate similar discounts to other select cultural organizations to enhance the value of the Smart Card for a citywide marketing effort with trackable annual performance measures.

NWS in the Schools
NWS currently offers mentoring opportunities to students in Miami Beach schools with programs such as the Music Mentor Program, In-School Performances and Instrumental Coaching Sessions. Area elementary and middle schools often host In-School Performances while NWS fellows frequently coach students at Miami Beach Senior High. The use of Internet2 by NWS in master classes and concert settings provides students with greater accessibility to artists and composers around the world.

In preparation for the opening of Soundspace, NWS proposes to meet with representatives of every Miami Beach school to develop customized educational programs for the benefit of their students. Using the worldwide reach of Internet2, Soundspace will provide Miami Beach students with greater access to artists and teachers from around the world. Skill-based instrumental training, broader work in the social context of artistic activity, and exposure to cutting edge technology will stimulate the imaginations of each and every student in the Miami Beach school system. These activities will take place in Soundspace as well as in the individual schools. The commitment of NWS resources for these programs will exceed $250,000 annually.

Video Programming for Park
NWS is prepared to provide regular video programming for the park throughout the year. This programming will take many formats, from broadcasting entire NWS concerts and portions of concerts, to special events and other creative video presentations. Programming for the park will also feature other cultural organizations, local to international, and can include anything from dance to film to other forms of musical and visual art presentation. The commitment of NWS resources for this programming will be at least $200,000 annually. The City of Miami Beach will work with NWS to develop specific seasonal events programming by other Miami Beach cultural organizations, at their expense, particularly for the summer season, whether or not such programming actually includes NWS.

Concerts for the City
With the opening of Soundspace, NWS would be pleased to provide at least one full orchestra concert annually for the direct benefit of the City of Miami Beach. Whether this takes the form of a holiday concert for Miami Beach residents, a special concert for City employees, or is part of a major joint promotional and/or fundraising event for Miami Beach's cultural arts program(s), the possibilities are endless. Based on fees NWS commands for performances while on tour, each such concert is worth at least $50,000 to the City.

Bridge Tender House
As currently envisioned, the Bridge Tender House is to serve as a central place for the public to obtain information about, and/or purchase tickets to events being held by Miami Beach-based cultural organizations. NWS' architect will explore options for locating the Bridge Tender House on or near the development site. Regardless of the selected location, NWS will provide the necessary professional staff to operate the Bridge Tender House during regular opening hours, to be mutually decided upon with the City. NWS will work with the City and other cultural organizations to identify a corps of volunteers that could serve as additional support staff. Assuming the Bridge Tender House is open from noon to midnight seven says a week, two full-time positions would be valued at $70,000 to $80,000 annually, inclusive of benefits. All other operating expenses of the Bridge Tender House – utilities, maintenance, insurance, etc. – will remain the City's responsibility.

Leveraging NWS Investment in its Technology Infrastructure
There are multiple opportunities for the City to utilize NWS' planned technology infrastructure in ways that would directly benefit the City and its employees. These opportunities could include:

- Using Soundspace as a venue for City employees to participate in remote seminars or other professional development sessions at least two to four times annually without the payment of any rental fee (direct out-of-pocket costs incurred in connection with such uses shall be paid by the City). An example of this might be having the City's Fire and Police Departments participate in training courses provided by the federal Department of Homeland Security without the City having to incur the expense of sending personnel to another city. Another example would be providing broader participation to City employees at conferences around the country, again without the cost of travel, hotels and per diem for each person. These opportunities will be subject to the scheduling needs of NWS. Since these are opportunities that must be explored, their value cannot be quantified at the present time.
- Using Soundspace as an enhancement to the Convention Center and incorporating it into the Convention Center's marketing materials as appropriate. Clients desiring or requiring sophisticated Internet and video capabilities will have the opportunity to rent Soundspace. This will increase opportunities for the Convention Center to attract more business that either might go elsewhere, or require significantly higher costs for equipment rental. The value to the city can be measured in terms of additional convention business.
- Upgrading the City's IT infrastructure capacity at far less than market value. NWS could make available to the City the extremely high bandwidth capacity planned for Soundspace. This capacity will be measured in multi-gigabits, possibly at the OC12 or higher level. This will provide an opportunity for the City to link its IT system to the Internet via NWS' connection. While there would still be investment by the City for its own equipment and making the connections to NWS, the bandwidth costs will be a fraction of what they otherwise would be if the City were to purchase the same capacity on its own. At current costs, this capacity is easily valued in excess of $100,000 annually.

Soundspace will also provide other direct and indirect benefits to the City of Miami Beach. These include:

Economic Impact

- NWS will invest a minimum of $40 million in the construction of Soundspace. The construction phase will generate additional jobs and income for the local community. NWS will partner with the City of Miami Beach to explore, develop, purchase, and maintain appropriate RIMS II Multipliers from the *US Department of Commerce, Bureau of Economic Analysis* in order to calculate the annual impact this project will have on the local economy.

- Using published multiplier statistics for estimating economic value based on local spending, NWS' current operating expenditures of $7.3 million supports close to 300 full-time equivalent jobs in the Miami-Dade County region generating personal income of nearly $7 million, and over $300,000 in direct local government revenue each year. Much of this impact accrues directly to Miami Beach. Once constructed, Soundspace will increase NWS' operating budget by close to $2 million annually, creating over 75 new jobs and nearly $2 million in personal income for Miami-Dade and increasing government revenues proportionately. These figures do not include the impact of audience ancillary spending, which is discussed below.

- NWS already brings over 20,000 visitors to Miami Beach each year to experience live concerts. While a certain amount of concert activity will shift from the Lincoln Theatre to Soundspace, overall concert activity will increase. NWS expects the new facility to have a positive affect on concert attendance, by drawing more local residents and an increased number of visitors. To be designed by a world-renowned architect, the facility itself will become a destination for many people.

    - According to the "2001 Profile of Visitors to Greater Miami and the Beaches," published by the *Greater Miami Convention and Visitors Bureau*, South Beach ranks as the #1 destination for all visitors to South Florida. Using statistics published by the GMCVB, a modest increase of 10,000 visitors could generate in excess of $2 million in additional visitor spending on lodging, meals, transportation, entertainment and shopping per year, more than half of which would likely be spent directly on Miami Beach.

    - *American's for the Arts* June 2002 publication "Arts & Economic Prosperity" identified cultural tourists as being far more lucrative to local markets than traditional tourists – they spend nearly 40% more, are more inclined to use hotels and stay longer, and are more likely to shop. Using these figures, the 10,000 additional visitors cited above could generate significantly more additional visitor spending than as calculated using GMCVB statistics.

- The national *American's for the Arts* study cited above was based on in-depth market research in 91 communities nationwide, including Miami-Dade County. According to the Miami-Dade County Cultural Affairs Council, the 128 Miami-Dade based, non-profit cultural organizations generate economic activity – including the value of voluntary services and capital expenditures – of $2.69 for each dollar they spend. Using this multiplier, Soundspace should generate nearly $100 million in economic activity during its construction and first year of operation and over $5 million annually thereafter.

- While recognizing that Miami Beach is already a well-established tourist destination, it is instructive to note that the activities of the Guggenheim Museum in Bilbao generated a four-fold increase in direct tourist expenditures, area GDP and jobs for the Basque Country in 1997, the year the facility opened, and this increased level of economic impact has been sustained each succeeding year. Bilbao has now become a major tourist destination. Given the number of visitors to South Florida and the percentage that cite South Beach as their #1 destination, even a modest increase in the number of visitors to South Florida will provide substantial and direct benefits to the economy of Miami Beach. It is not difficult to argue that South Beach will see its share of domestic and international visitors increase substantially more than cited above once a signature building is constructed.

- If a park is constructed to surround a Soundspace fitted with a giant exterior screen, the local economy will receive a further boost, as park activities and screen broadcasts will draw more and more people to the northern edge of the Art Deco District, directly benefiting the merchants and restaurants in the Lincoln Road area.

Publicity

The work of an internationally recognized architect designing a signature building should generate articles in the top 50 American and the top 100 international daily newspapers, as well as coverage by all major feature, news, travel, and lifestyle magazines. With each national and international article about Soundspace, Miami Beach will increase its market penetration. This coverage will begin with the announcement of the architect and continue for at least a decade after completion of the building. Press coverage for new music presentation formats will be equally powerful with major musical figures joining New World fellows and guest artists through Internet2 transmissions. Examples of cultural marketing enhancing city and/or regional tourism include the Philadelphia Art Museum, MassMOCA, Boston Museum of Fine Art, and the Guggenheim Museum in Bilbao, Spain.

Culture
Existing and new Miami Beach arts organizations will have the opportunity to use Soundspace, thereby expanding and enriching their cultural activities. The Lincoln Theatre will also become a more accessible venue for other arts organizations, contributing to the City's reputation as a major arts-friendly community. By shifting certain concert activity to Soundspace, NWS will free up prime dates within the calendar for use by other arts organizations. NWS regularly limits or turns away dozens of organizations each year, from the Miami Symphony Orchestra, the Miami Film Festival and the Florida Philharmonic, to many independent organizations, who at present cannot get some or all of the dates they want due to NWS activities. NWS would be pleased to work with the City of Miami Beach to offer reduced rental rates at the Lincoln Theatre for small or emerging arts organizations as part of the City's cultural facilities management program.

Business
The City of Miami Beach and the Convention Center will have access to Soundspace for an agreed number of events per year. No other city government or convention center will have access to media as powerful as Internet2. NWS, the City, the Convention Center, and the Greater Miami Convention & Visitors Bureau can work together to market the destination bringing leaders in all fields to selected events in the Soundspace facility. Convention related events could be staged each year to promote the Center to potential clients and/or add value to the conventions that choose Miami Beach. The first use allows the Convention Center to increase its visibility without the cost of staff travel. The second addresses the ever increasing demand for high speed, high quality communications, branding the Miami Beach Convention Center one of the most unique in America. NWS will collaborate with the City of Miami Beach, Convention Center, and the Greater Miami Convention & Visitors Bureau to create a strategic business plan to incorporate Soundspace into future convention proposals.

Summary
NWS will invest at least $40 million in the building and development of Soundspace, and increase its operating budget by an estimated $2 million annually. Rapid improvement in technology will require steady high-cost capital and operating investment. Standard economic analysis demonstrates that the impact these investments will have on the local economy will be significant. This commitment of resources by a cultural institution is unprecedented in Miami Beach. If NWS is to make the most of this opportunity going forward, we need the City of Miami Beach to be a full contributing partner. The returns to Miami Beach, in terms of revenues, jobs, publicity, education, culture, and business opportunities will far outweigh its investment in land, additional parking and, should it be realized, the costs of creating and operating a surrounding park.

15-Jul-03 [NWS Financials.xls]

NEW WORLD SYMPHONY
FINANCIAL SUMMARY

	ACTUAL FY99-00	ACTUAL FY00-01	ACTUAL FY01-02	(9) PROJECTED FY02-03	APPROVED BUDGET FY03-04	SOUND SPACE ONLY FY08-09
REVENUES						
Earned Income (1)	923,759	907,998	871,670	952,447	962,068	0
Contributed Income	2,556,111	2,842,344	2,837,306	2,880,040	3,067,000	0
Endowed Income (2)	3,479,573	3,602,329	3,576,248	3,478,128	3,224,399	2,100,000
Tours & Other (3)	227,716	367,635	0	0	827,500	0
Total Revenues	7,187,159	7,720,306	7,285,224	7,310,615	8,080,967	2,100,000
EXPENSES						
Core Programs (4)	4,075,356	4,514,373	4,251,063	4,280,242	4,211,424	1,000,000
Fundraising	642,781	652,664	708,218	770,223	749,135	150,000
Marketing & Publicity	494,241	669,546	440,244	442,829	396,574	100,000
Facilities (5)	744,896	812,445	877,021	981,734	1,022,897	750,000
Administrative and Other	1,004,702	1,071,253	871,732	835,553	873,437	100,000
Tours & Other (6)	225,156	0	136,916	0	827,500	0
Total Expenses	7,187,132	7,720,281	7,285,194	7,310,581	8,080,967	2,100,000
SURPLUS (DEFICIT) (7)	27	25	30	34	0	0
ENDOWMENTS (FYE) (8)	82,822,077	67,077,268	55,721,370	56,588,000		42,000,000

NOTES

1) Fluctuations based on # of ticketed concerts
2) 5% of multi-quarter trailing average
3) Includes IRS refund
4) Artists, orchestra, coaching, community engagement, Internet2
5) Excludes separately funded capital improvements
6) Includes executive search expenses
7) No operating deficits since inception in 1987; unqualified audits for all years can be povided
8) Net of contribution to NWS; inclusive of new gifts
9) FY03 results not yet final

ATTACHMENT 4 – OPERATING PROFORMA

TERM SHEET
Revised September 3, 2003

Owner/Landlord:	City of Miami Beach
Developer/Tenant:	New World Symphony (NWS)
Developer A/E (Designers):	Frank Gehry (collaborating w/Bernard Zyscovich) Key Man Clause has been included (Section 26.20 of Development Agreement)
Developers Corporate Status:	501(c)(3)
Development Site:	the two (2) surface parking lots, bounded by 17th street to the north, North Lincoln Lane to the south, Washington Avenue to the east and Pennsylvania Avenue to the west, defined as "Development Site" and collectively includes: "Land", "Garage Property" and "Adjacent Property". • "Land" is defined as land and air rights under Ground Lease for Soundspace project. • "Garage Property" is the land under the public garage facility within the Project. • "Adjacent Property" is the undeveloped portion of the site adjacent to the Land and Garage Property. • "Premises" is collectively the Land and Tenant Improvements. • "Landlord's Improvements" are defined as Garage, Infrastructure Improvements and City Hall Parking Expansion collectively. • "Project" is defined as Developer's Improvements and the Garage.
Project Site:	Defined as Land and Garage Property.
Legal Descriptions:	Actual legal description(s) for Soundspace and Public Garage ("Project") to be finalized upon approval of Project Design. (Recitals of Development and Lease Agreement).
Project Description:	• Approximately 50,000 sf. footprint for "Soundspace", an approximately 700 seat educational, performance & internet broadcast facility with an exterior screen

("Tenant Improvements"). (Programming of screen addressed in Section 6.5 of Lease)

- Approximately 320± space parking garage facility ("Garage Property").
- Designers will look aggressively at ability to add additional floor of parking in an effort to mitigate any net loss of parking in surface lots. (Section 2.2 of Dev. Agrmt.)
- Designers will provide Project Concept Plan(s) looking at optimal siting alternatives within the Development Site, utilizing its best efforts to (i) minimize any net loss of public parking within the Development Site, (ii) enhance pedestrian linkages between 17th Street and Lincoln Road, and (iii) optimize compatibility with existing area scale and architecture. (Section 2.2 of Dev. Agrmt.)

Project Cost/Responsibilities:

Soundspace:	Minimum Hard cost contribution of $40 million inclusive of F, F & E – NWS to design and construct on ground lease w/City. (Section 3.2.6 of Dev. Agrmt.)
Parking:	City will fund $12,250/per space plus 12.5% for soft costs (inclusive of any Prevailing Wage Requirements and all site development costs, permit and concurrency fees), subject to annual CPI escalations, (annual CPI capped at 5% after May 30, 2007, if building permit has not yet been obtained), as maximum contribution from City of Miami Beach for an estimated 320 spaces (with potential to maximize number of spaces). NWS will design and construct/CMB to own/operate as public municipal garage. NWS will pay for any incremental costs associated with Garage construction and design, thereby mitigating construction risk. (Section 23.2 of Development Agreement)
Parking Operations:	City will own and operate garage at City set rates.
Commercial Accessory Use:	A stand alone garage with frontage on street may require that 1st floor frontage is occupied by commercial accessory use i.e. retail, etc. Parties

	agree to evaluate optimal frontage uses when preliminary plans and specs are finalized and apportion the parties' responsibilities to build to the extent the frontage is not incorporated into the project. (Section 6.1 of Dev. Agrmt.)
Development Agreement Term:	Not to exceed 10 years from commencement date, and may be mutually extended by parties. (Section 26.19 of Dev. Agrmt.)
Ground Lease Term:	55 years from completion; four 10 year renewal options (Article 2 of Lease Agreement)
Parking Requirements:	City will propose amendment to CCC Development Regulations to allow for waiver of Development Regulations for parking so no encumbrance of Garage is required. (Note: The Legislative intent is that all parking shall be replaced and required parking will be provided.) Consideration for waiver will be NWS' funding for public parking costs in excess of City cap. (Not included in either Agreement)
Construction Sequencing	
	Commencement: - Replacement parking must be built before displacement of either parking lot for construction of garage. The City Hall Expansion Garage, must be built and completed, or an alternate acceptable replacement parking location(s) must be identified, prior to NWS's commencement of Garage and Developer Improvements. However, if the City Hall Expansion Garage is not substantially complete by May 30, 2007, NWS may proceed with possession/construction of the Developer Improvements, conditioned on the NWS having obtained a building permit and having issued a notice to proceed to its Contractor, and the City would agree to identify an alternate acceptable replacement parking locations (for instance, by segregating spaces within the P-lot. (Section 23.1.3 of Dev. Agrmt.)
Construction Staging:	Construction staging for the Project will be confined to the Project site and construction workers will park at off site location, thereby not impacting current users in 17th Street Garage or adjacent lots. (Section 5.5 of Dev. Agrmt.)

Art in Public Places (AIPP):	As the proposed Project constitutes private use on public land, the AIPP 1½% will apply to NWS project construction cost (per proposed revisions to Ordinance). However, as provided in the AIPP Ordinance, NWS may seek a waiver of all or a portion of the required appropriation from the City Commission. (Section 5.1 of Development Agreement)
Public Space in Soundspace:	NWS agrees to create a public component to the facility which educates the public on its use and provides the public with a visitor attraction even when the facility is not being utilized or a performance is not programmed. (Section 5.1 of Development Agreement)
Underground Utilities:	Developer will relocate any underground utilities on the Development site, if necessary. Parties agree to design and construct certain "Infrastructure Improvements" such as streetscape, etc. to be mutually agreed upon by the parties. (Section 23.1.2 of Development Agreement)
Construction/Permitting:	
Commencement Date:	Execution Date of Agreement
Preliminary Master Plan:	Attached to Dev. Agreement as Exhibit D
Project Concept Plan:	NWS will submit alternative Project Concept Plan no later than February 10, 2004 to be reviewed by Planning Board and approved by City Commission; (Section 2.2 of Development Agreement)
Project Design:	Approved alternative project concept plan to be approved the later of 12 months from Planning Board recommendation or October 1, 2005. (Section 2.2 of Development Agreement)
Preliminary Plans and Specs:	To be submitted within 16 months of approval of Project Design for DRB approval. (Section 2.3 of Development Agreement)
Plans and Specs:	To be submitted 14 months from DRB approval. (Section 2.4 of Development Agreement)
Building Permit:	One year from DRB approval but in any event no later than 7 years from Commencement Date (Section 4.3 of Lease and Section 2.4 of Development Agreement)
Possession Date:	City commences operation of City Hall Expansion Garage or May 30, 2007, whichever is earlier. (Section 2.5(d) of Development Agreement)
Construction Completion:	No later than 10 years from Commencement Date, subject to unavoidable delays. "Completion Deadline" as defined in Development Agreement.
Base Rent:	$1/year. (Section 3.2 of Lease Agreement)

Public Benefits:	NWS commits to provide the attached public benefits (Exhibit "C" to Lease Agreement)
Real Estate Taxes:	In the event Ad Valorem taxes are assessed, NWS will be obligated to pay as to Tenant Improvements but not as to Land (Section 3.3 of the Lease Agreement)
Bond/Finance Requirements:	Subject lots were improved utilizing County/City funding (TECCA; Convention Center and Parking Revenue Bonds). The proposed project is private use, and there is no adverse impact on the bond covenants and the tax exempt status of the bonds as there is no payment for use of the land. (Section 3.5 of Lease Agreement)
Change in Use:	If NWS ceases to operate Soundspace for the purposes contemplated under the Development Agreement and Ground Lease, or moves its principal place of business and operation from the City, an acceptable substitute public use will be mutually agreed upon by the parties or the facility will automatically revert to City, for public purpose use. (Article 6 of Lease Agreement)
Prohibited Uses:	NWS shall in no way use the facility for any purpose/use that would impair status/integrity of this and other public funds initially used to improve the lots. (Section 6.4 of Lease Agreement) Any such change in use will be treated as a default under the Ground Lease. (Article 22 of Lease Agreement)
Environmental Matters:	Property is leased "as is" and NWS is responsible for any required environmental remediation within their respective portion of the project site. Notwithstanding anything to the contrary contained herein, the NWS shall have the right to terminate the agreement prior to the Possession Date and to terminate the Development Agreement and the Ground Lease prior to the Possession Date because the costs of remediation are, in the reasonable business judgment of the NWS, render the Project economically unfeasible. City will pay for remediation costs in connection with the garage property if parties cannot agree on respective remediation costs, then the

	Agreement can terminate. (Article 31 of Lease Agreement)
Concurrency/Traffic Analysis:	NWS will be obligated to perform a traffic analysis and mitigate and meet all concurrency requirements. Notwithstanding anything to the contrary contained herein, the NWS shall have the right to terminate the agreement prior to the Possession Date and to terminate the Development Agreement and the Ground Lease prior to the Possession Date, because the Project cannot meet concurrency requirements or the costs of concurrency mitigation are, in the reasonable business judgment of the NWS, render the Project economically unfeasible. (Section 2.6 of Development Agreement)
Right of First Refusal:	City has the right of first refusal to purchase NWS's interest in the Premises. (To be inserted in Lease Agreement)
Right to Mortgage:	NWS may mortgage its leasehold interest but cannot encumber City's fee simple interest. (Article 11 of Lease Agreement)
Sale, Assignment, Transfer & Subletting:	No sale, assignment or transfer will be permitted, other than a foreclosure transfer. Subleases permitted only consistent with permitted uses and not permitted without prior written approval of City. (Article 10 of Lease Agreement)
Performance Rentals:	Facility may be rented for performances or events by other organizations/corporations without prior written consent of City. ("Sublease(s)" Definition in Lease Agreement)
Covenant to fund Operations:	NWS will provide evidence annually of its ongoing financial capacity to operate and maintain Soundspace. NWS must also provide an annual budget prior to the beginning of each fiscal year with a rolling five year projection and an Annual Review by an independent financial professional, acceptable to City. NWS will provide an annual certified audited financial statement. (Proforma attached) (Section 6.3 of Lease Agreement)

Performance Bond:	Prior to commencement of construction, NWS shall cause G.C. to furnish City with payment and performance bond or Letter of Credit. (Section 2.4(f) & 2.4(g) of Development Agreement)

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING IN SUBSTANTIAL FORM, AS ATTACHED HERETO, ON SECOND PUBLIC READING, IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 163.3220 – 163.3243 FLORIDA STATUTES, ALSO REFERRED TO AS THE FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE NEW WORLD SYMPHONY, A NOT-FOR-PROFIT FLORIDA CORPORATION, FOR THE DESIGN, DEVELOPMENT AND CONSTRUCTION OF THE SURFACE PARKING LOTS, BOUNDED BY 17TH STREET TO THE NORTH, NORTH LINCOLN LANE TO THE SOUTH, WASHINGTON AVENUE TO THE EAST AND PENNSYLVANIA AVENUE TO THE WEST, FOR DESIGN, DEVELOPMENT AND CONSTRUCTION OF AN APPROXIMATELY 50,000 SQUARE FOOT EDUCATIONAL, PERFORMANCE AND INTERNET BROADCAST FACILITY WITH AN EXTERIOR SCREEN ("SOUNDSPACE"), AND AN APPROXIMATELY 320-SPACE (+/-) PUBLIC PARKING GARAGE FACILITY; FURTHER APPROVING SAID DEVELOPMENT AGREEMENT SUBJECT TO AND CONTINGENT UPON THE PARTIES' RESPECTIVE BOND COUNSEL'S REVIEW OF THE AGREEMENT AND THE GROUND LEASE AGREEMENT BETWEEN THE PARTIES; SAID REVIEW TO BE ON AN EXPEDITED BASIS.

WHEREAS, concurrent with completion of the first phase of the 17th Street Master Plan study by Zyscovich, Inc., in October, 2001, (Master Plan), the Administration has been in negotiations with the New World Symphony (NWS) regarding its proposed lease of an approximately 50,000 square foot parcel of land, to be identified on a portion of the 17th Street Surface Parking Lots, to accommodate the development and construction of an approximately 50,000 square foot educational, performance, and internet broadcast facility with an exterior screen, and an adjacent 320-space (+/-) public parking garage; and

WHEREAS, concurrent with the negotiation of the aforestated Development Agreement, the City and the NWS have also negotiated a Ground Lease Agreement regarding NWS' proposed lease of an approximately 50,000 square foot educational, performance and internet broadcast facility with an exterior screen, referred to as "SoundSpace"; and

WHEREAS, concurrent with the negotiations, the NWS has and continues with its outreach initiative, scheduling meetings with various Citywide committees to advise on the Symphony's expansion plans and to obtain community input relative to the proposed Project; and

WHEREAS, since January, 2003, NWS has presented its plans and proposed terms before the Cultural Arts Council, the Lincoln Road Marketing Association, the Convention Center Advisory Board, the Tuesday Morning Breakfast Club, the Parking and Transportation Committee, the Land Use and Development Committee and the Finance and Citywide Projects Committee; and

WHEREAS, on July 2nd , 2003, the City Commission voted to expand the scope of the Development Agreement to encompass the east surface lot as well, in order to provide the NWS' Architect, Gehry Partners, with greater flexibility in the design of the Project; and

WHEREAS, on July 16, 2003, the Finance and Citywide Projects Committee voted to support the Project subject to certain conditions, including:

1. the Development Agreement defines the minimum level of investment by the NWS relative to the hard construction costs of the Project;
2. that the Project's Architect will endeavor to maximize the number of parking places in the design and layout; and
3. that further consideration be given to the City's proposed level of investment in NWS' parking component ; and

WHEREAS, the Agreement defines the minimum level of investment by the NWS relative to the hard construction costs of the Project as $40 Million, inclusive of furnishings, fixtures and equipment; and

WHEREAS, pursuant to an analysis of comparable parking structures, the City has determined that its maximum contribution associated with the construction of the estimated 320-space parking facility, shall not exceed $12,250 per space plus 12.5% for soft costs (inclusive of any Prevailing Wage requirements and all site development costs, permit and concurrency fees), subject to annual CPI escalations; and

WHEREAS, on July 30, 2003, following a duly noticed Public Hearing, the Development Agreement was approved by the City Commission on first reading; and

WHEREAS, the Administration would herein recommend that the Mayor and City Commission approve the attached Development Agreement, in substantial form, subject to and contingent upon the parties' respective bond counsel's review of said Agreement and the Ground Lease Agreement.

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 in substantial form, as attached hereto, on second public reading, in accordance with the requirements of Sections 163.3220-163.3243, Florida Statutes, also referred to as the Florida Local Government Development Agreement Act, the attached Development Agreement between the City of Miami Beach and the New World Symphony, a Florida not-for-profit corporation, for the design, development and construction of the surface parking lots, bounded by 17th Street to the north, North Lincoln Lane to the south, Washington Avenue to the east and Pennsylvania Avenue to the west, for construction of an approximately 50,000 square foot educational, performance, and

internet broadcast facility with an exterior screen ("Soundspace"), and an approximately 320-space (+/-) public parking garage facility; further approving said Development Agreement and the Ground Lease Agreement between the parties, subject to and contingent upon the parties' respective bond counsel's review of the Agreement, said review to be on an expedited basis.

PASSED and **ADOPTED** this ____ day of September, 2003.

_____
MAYOR

ATTEST:

_____
CITY CLERK

JMG:CMC:kob

T:\Agenda\2003\spe03\NWS_DevAgreement_res.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 9/5/03 Date

DEVELOPMENT AGREEMENT

between

CITY OF MIAMI BEACH, FLORIDA

("Owner")

and

NEW WORLD SYMPHONY

("Developer")

Dated as of _____, 2003

for

SOUNDSPACE PROJECT

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the ___ day of _____, 2003 (the "Effective Date") by and between the CITY OF MIAMI BEACH, FLORIDA ("Owner"), a municipal corporation duly organized and existing under the laws of the State of Florida, and NEW WORLD SYMPHONY, a not-for-profit Florida corporation ("Developer").

RECITALS:

A. Developer has submitted a proposal to develop, construct and operate an approximately 700 seat state-of-the-art performance, educational and internet broadcast facility now known as "SoundSpace", with a footprint of approximately 50,000 sq. ft. to be used by Developer and others for musical and other cultural performances, education, rehearsals, broadcasts, and other permitted uses. SoundSpace shall include the amenities as more particularly defined in "Developer's Improvements" herein. The descriptions of the amenities contained in these recitals are for illustrative purposes only, and where in conflict, the "Plans and Specifications," as defined herein and in the Ground Lease Agreement, shall control.

B. In order to create a significant educational and cultural facility for the use and enjoyment of the residents of the City of Miami Beach ("City") and of the general public, and, further, in consideration of Developer's status as a not for profit organization which has, and shall continue, to enrich the cultural and educational fabric of the City of Miami Beach, Owner has determined that it is in the best interest of the City to accept Developer's proposal and concurrently herewith has entered into an Agreement of Lease with Developer to lease to Developer for the term and upon the conditions stated in the Agreement of Lease, that certain real property described in Exhibit A attached hereto and made a part hereof ("Land").

C. In connection with the development and construction of SoundSpace on the Land, Developer shall construct certain permanent parking facilities for the benefit of the public, including but not limited to a public municipal parking garage to be located on property owned by the Owner ("Garage Property"), and adjacent to the Land.

D. Accordingly, the Parties have negotiated this Development Agreement, setting forth the Owner's and Developer's respective responsibilities with regard to the development, design, and construction of the Project and the Adjacent Property and to be located on that certain real property described collectively in Exhibits A, B, and C, attached hereto and made a part hereof (the "Development Site").

NOW THEREFORE, it is hereby mutually covenanted and agreed by and between the parties hereto that this Agreement is made upon the terms, covenants and conditions hereinafter set forth.

ARTICLE 1

DEFINITIONS

All capitalized terms used herein and not specifically defined herein shall have the meanings ascribed thereto in the "Ground Lease" (defined below). For all purposes of this Agreement the terms defined in this Article 1 shall have the following meanings and the other provisions of this Article 1 shall apply:

"Accounting Principles" shall have the meaning provided in the Ground Lease.

"Adjacent Property" means the parcel of land owned by Owner immediately adjacent to the Land, which shall be legally described in Exhibit B, and attached hereto and made a part hereof, to be identified upon approval of the Project Concept Plan by the Mayor and City Commission.

"Architect" means a person or firm licensed to operate as an architect in Miami-Dade County, Florida.

"Building Permit" means a "Full Building Permit" as such term is defined in the Land Development Regulations, issued by the Building Department of the City, which allows building or structures to be erected, constructed, altered, moved, converted, extended, enlarged, or used, for any purpose, in conformity with applicable codes and ordinances.

"Building Equipment" has the meaning provided in the Ground Lease.

"Business Day" or "business day" means a day other than Saturday, Sunday or a day on which banking institutions in the State of Florida are authorized or obligated by law or executive order to be closed.

"Certificate of Occupancy" means the document by that name that is required prior to the occupancy of any premises by Section 307.1 of the South Florida Building Code as amended from time to time; provided, however, that such definition shall not apply to a temporary certificate of occupancy if issued only for a period not to exceed twelve (12) months prior to the Project receiving a final Certificate of Occupancy. Such term shall include both a temporary certificate of occupancy ("TCO") and a final certificate of occupancy ("Final CO"), as the context may require.

"City" means the City of Miami Beach, Florida, a municipal corporation duly organized and existing under the laws of the State of Florida.

"City Code" means the Code of the City of Miami Beach, Florida, as amended through the date hereof.

"City Commission" means the Mayor and City Commission of the City of Miami Beach, Florida the governing body of the City, or any successor commission, board or body in which the general legislative power of the City shall be vested.

"City Manager" means the chief administrative officer of the City, or his or her designee.

"City Hall Parking Expansion" means the expansion by Owner, at its sole cost and expense, of the existing City-owned parking facility located behind City Hall ("Expansion Property") from its current parking capacity to approximately 800 parking spaces.

"Commence Construction" or "Commencement of Construction" means the commencement of major work (such as pilings or foundations) for construction of the Improvements in accordance with the Plans and Specifications to be performed in connection with Construction of the Project. Promptly after Commencement of Construction, Owner and Developer shall enter into an agreement acknowledging the date of Commencement of Construction. Any and all preliminary site work (including, without limitation, any environmental remediation and ancillary demolition) shall not be deemed to be Commencement of Construction.

"Commencement Date" shall mean the date this Agreement and the Ground Lease commence, which shall be the date of execution of this Agreement, and upon satisfaction of the requirements of Section 26.18 herein.

"Completion Deadline" means the date that is ten (10) years from the Commencement Date.

"Comprehensive Plan" means the Comprehensive Plan which the City adopted and implemented for the redevelopment and continuing development of the City pursuant to Chapter 163, Part II, Florida Statutes.

"Concurrency Requirements" has the meaning provided in Section 2.5(b).

"Consenting Party" has the meaning provided in Section 20.2(c)(i).

"Construction" or "Construction of the Project" means the construction of Developer's Improvements on the Land, and construction of the Garage on the Garage Property.

"Construction Agreement(s)" means, collectively, any general contractor's agreement, architect's agreement, engineers' agreements, or any other agreements for the provision of labor, materials or supplies entered into with respect to the Construction of the Project, as the same may be amended or otherwise modified from time to time.

"Construction Commencement Date" has the meaning provided in Section 2.8.

"Construction Work" means any construction work performed under any provision of this Agreement and/or the Construction Agreements with respect to the Construction of the Project.

"Contractor" means any contractor, subcontractor, supplier, vendor or materialman supplying services or goods in connection with the Construction of the Project.

"CPM" has the meaning provided in Section 4.2(b).

"CPM Schedule" has the meaning provided in Section 4.2(b).

"Default" means any condition or event, or failure of any condition or event to occur, which constitutes, or would after the giving of notice and lapse of time (in accordance with the terms of this Agreement) constitute, an Event of Default.

"Default Date" has the meaning provided in Section 2.7.

"Default Notice" has the meaning provided in Section 19.1(b).

"Design Review Board" or "DRB" means the Design Review Board of the City created and established pursuant to the Land Development Regulations, or any board or body which may succeed to its function.

"Detailed Plans" has the meaning provided in Section 4.2(a)(iv)(2).

"Developer" means The New World Symphony, a not-for-profit Florida corporation.

"Developer's Improvements" means the SoundSpace facility and related improvements to be constructed or supplied by Developer, including but not limited to all buildings or structures (including footings and foundations), the Screen, as defined in the Ground Lease, Building Equipment, infrastructure improvements and other improvements and appurtenances of every kind and description now existing or hereafter erected, constructed, or placed upon the Land (whether temporary or permanent), and any and all alterations and replacements thereof, additions thereto and substitutions therefore.

"Development Agreement" (or this "Agreement") means collectively, this Development Agreement and all exhibits and attachments hereto, as any of the same may hereafter be supplemented, amended, restated, severed, consolidated, extended, revised and otherwise modified, from time to time, either in accordance with the terms of this Agreement or by mutual agreement of the parties.

"Development Agreement Act" means the Florida Local Government Development Agreement Act, Section 163.3220, et. Seq., Florida Statutes (1998).

"Development Approval" includes any final non-appealable zoning, rezoning, conditional use special exception, variance or subdivision approval, concurrency approval under Section 163.3180, Florida Statutes, or any other official action of local government having the effect of approving development of land.

"Development Arbitrator" shall have the meaning provided in Section 22.1(j).

"Development Dispute" has the meaning provided in Section 3.5.

"Development Site" means the real property and air rights, if any, described collectively in Exhibits A, B, and C, attached hereto and made a part hereof, and as illustrated in the preliminary Master Plan in Exhibit D, attached hereto and made a part hereof. The preliminary Master Plan shall be replaced by the Project Concept Plan, upon approval of same by the City Commission, pursuant to Section 2.2 herein.

"Event of Default" has the meaning provided in Section 19.1.

"Fees" has the meaning provided in Section 6.2(a).

"Floor Area" means the floor area of any development (measured in square feet), as defined in, and measured in accordance with, the Land Development Regulations.

"Garage" means the public municipal parking garage to be constructed by Developer for Owner and funded as set forth in Section 23.2.2 hereof, and operated by Owner at its sole cost and expense on City-owned property adjacent to the Land ("Garage Property"), legally described in Exhibit C, which Garage shall contain approximately three hundred twenty (320) parking spaces and which shall be available as a public municipal parking facility subject to the terms and conditions of this Agreement.

"Garage Construction Costs" means all hard and soft construction costs incurred in connection with the development and Construction of the Garage.

"General Contractor" means the general contractor for the Construction of the Project pursuant to a construction contract to be entered into by Developer and such general contractor.

"Governmental Authority or Authorities" means the United States of America, the State of Florida, Miami-Dade County, the City (in its governmental as opposed to proprietary capacity) and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over Developer or any owner, tenant or other occupant of, or over or under the Project Site or any portion thereof or any street, road, avenue or sidewalk comprising apart of, or in front of, the Project Site, or any vault in or under the Project Site, or airspace over the Project Site.

"Ground Lease" means that certain Agreement of Lease between Owner and Developer dated as of the date hereof, pursuant to which Developer (as tenant) has agreed to lease the Land from Owner (as Landlord).

"Hearing" has the meaning provided in Section 22.1(b).

"Infrastructure Improvements" means work to be done by Owner at its sole cost and expense as a condition of Developer's obligation hereunder to construct the Developer's Improvements. Owner shall only be responsible for Infrastructure Work as may be mutually agreed upon in writing by City and Developer in connection with Developer's obligations to

construct the Project and the Owner's obligations to construct and operate the City Hall Parking Expansion.

"Institutional Lender" has the meaning provided in the Ground Lease.

"Land" means the real property and air rights, if any, described in Exhibit A attached hereto and incorporated by reference herein, and subject to the provisions of Section 2.1(a) in the Ground Lease.

"Land Development Regulations" means Subpart B (Chapters 114 through 142) of the Code of the City of Miami Beach, Florida, as the same was in effect as of the effective date of this Development Agreement.

"Loan Documents" means, collectively, any loan agreement, promissory note, mortgage, guaranty or other document evidencing or securing a loan secured by, among other collateral, Developer's interest in the Ground Lease or the Project.

"Mortgage" has the meaning provided in the Ground Lease.

"Mortgagee" means the holder of a Mortgage.

"Notice" has the meaning provided in Section 20.1(a).

"Notice of Failure to Cure" has the meaning provided in Section 10.1(a).

"Operating Equipment" has the meaning provided in the Ground Lease.

"Owner" means the City, acting in its proprietary capacity, and any assignee or transferee of the City of the entire Owner's Interest in the Premises, from and after the date of the assignment or transfer pursuant to which the entire Owner's Interest in the Premises was assigned or transferred to such assignee or transferee.

"Owner's Consultant" means such Person as Owner may designate in writing to Developer from time to time.

"Owner's Interest in the Premises" has the meaning provided in the Ground Lease.

"Payment and Performance Bond" has the meaning provided in Section 2. 7(f).

"Permits and Approvals" shall mean any and all permits and final non-appealable approvals required to be issued by the City—its applicable boards, and Governmental Authorities in connection with the Construction of the Project, including, without limitation, the City of Miami Beach building permits, the final non-appealable approvals of the City of Miami Beach Planning Board, Design Review Board, as applicable, the Miami-Dade County Department of Environmental Resources Management permits, the Florida Department of Environmental Protection coastal construction permit, and any utility access agreements with all applicable utility companies.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, estate, trust, unincorporated association or other entity; any Federal, state, county or municipal government or any bureau, department, political subdivision or agency thereof, and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Planning Board" means the Planning Board of the City or any board or body which may succeed to its functions.

"Plans and Specifications" means the final plans and specifications for the Project, including, foundation, structural, electrical, plumbing and HVAC plans, the finish schedule, the Project program, and such other plans and specifications customarily required to obtain a Building Permit, each as established in accordance with Article 3, as the same may be modified from time to time in accordance with the provisions of Section 3.1.

"Possession Date" has the meaning provided in the Ground Lease.

"Preliminary Plans and Specifications" has the meaning provided in Section 2.4(a) of this Development Agreement.

"Premises" means Developer's Improvements and the Land.

"Project" means Developer's Improvements and the Garage.

"Project Opening Date" has the meaning provided in the Ground Lease.

"Project Site" means the Land and the Garage Property.

"Recognized Mortgage" has the meaning provided in the Ground Lease.

"Recognized Mortgagee" means the holder of a Recognized Mortgage.

"Requirements" has the meaning provided in Article 13.

"Substantial Completion" or "Substantially Complete" or "Substantially Completed" means, with respect to the Project, that (1) it shall have been substantially completed in accordance with the Plans and Specifications, (2) the certificate of the Architect described in Section 2.8(c)(i) shall have been obtained, and (3) all of the Improvements therein shall have been issued Certificates of Occupancy.

"Term" means the period commencing on the Effective Date of the Development Agreement and, unless sooner terminated as provided hereunder, expiring on the issuance of a Final CO and the completion of all remaining punch list items with respect to completion of the Project in accordance with the terms of this Agreement, subject, however, to survival of any provisions of this Agreement that are expressly stated herein to survive such expiration or termination (as the case may be).

"Unavoidable Delays" means delays due to strikes, slowdowns, lockouts, acts of God, inability to obtain labor or materials, war, enemy action, civil commotion, fire, casualty, catastrophic weather conditions, eminent domain, a court order which actually causes a delay (unless resulting from disputes between or among the party alleging an Unavoidable Delay, present or former employees, officers, members, partners or shareholders of such alleging party or Affiliates (or present or former employees, officers, partners, members or shareholders of such Affiliates) of such alleging party), the application of any Requirement, or another cause beyond such party's control or which, if susceptible to control by such party, shall be beyond the reasonable control of such party. Such party shall use reasonable good faith efforts to notify the other party not later than twenty (20) days after such party knows of the occurrence of an Unavoidable Delay; provided, however, that either party's failure to notify the other of the occurrence of an event constituting an Unavoidable Delay shall not alter, detract from or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to the delayed party under this Development Agreement. In no event shall (i) any party's financial condition or inability to fund or obtain funding or financing constitute an "Unavoidable Delay" (except for an Institutional Lender's inability to fund, which inability is not caused by Developer) with respect to such party and (ii) any delay arising from a party's (or its Affiliate's) default under this Development Agreement or any of the Construction Agreements constitute an "Unavoidable Delay" with respect to such party's obligations hereunder. The times for performance set forth in this Development Agreement (other than for monetary obligations of a party) shall be extended to the extent performance is delayed by Unavoidable Delay, except as otherwise expressly set forth in this Development Agreement.

ARTICLE 2

CONSTRUCTION

Section 2.1 Consistency with City's Comprehensive Plan and Zoning Regulations.

The City has adopted and implemented the Comprehensive Plan. The City hereby finds and declares that the provisions of this Development Agreement dealing with the Land are consistent with the City's adopted Comprehensive Plan and Land Development Regulations, subject to all applicable Requirements, Permits and Approvals.

Section 2.2 Project Concept Plan Approval

Developer shall submit for review and approval of the Mayor and City Commission at a regularly scheduled meeting, such Project Concept Plan alternatives as Developer and City mutually agree as deemed necessary. Each submitted Project Concept Plan alternative shall show, in sufficient detail, the layout and siting of the Project, including, but not limited to all buildings or structures, streetscape, infrastructure improvements and other improvements and appurtenances proposed upon the Project Site. Developer agrees that its Architect will use its best efforts to (i) minimize any net loss of public parking within the Development Site; (ii) enhance pedestrian linkages between 17th Street and Lincoln Road; and (iii) optimize compatibilities with existing area, scale and architecture. The Project Concept Plan alternative review process shall commence with Developer's submission of all such alternatives to Owner,

through its City Manager, no later than February 10, 2004. The City Manager shall have forty five (45) Business Days to review the Project Concept Plan alternatives. The City Manager may, as part of its review, request the submittal of additional Project Concept Plan alternatives and/or request modifications to the submitted alternatives. Upon conclusion of its review, and prior to consideration of all Project Concept Plan alternatives by the Mayor and City Commission, the City Manager shall submit all Project Concept Plan alternatives to the Planning Board, for its review and recommendation which recommendation shall be no later than four (4) months from the City Manager's approval of Developer's re-submitted Project Concept Plan alternatives, if applicable. Notwithstanding the preceding sentences, final approval of the selected Project Concept Plan (such approved alternative, "Project Design") will rest with the City Commission. In the event that Developer fails to make its submissions timely, City may, at its sole option and discretion (i) grant Developer a good faith extension for said submittal(s), or (ii) declare an "Event of Default" pursuant to Article 19 herein, except that, as to said Event under this Section 2.2 only, Developer agrees to (i) waive any rights it may have to dispute the Event of Default under Article 22 and, (ii) Developer agrees if the Event of Default cannot be reasonable remedied within thirty (30) days of notice of same from the City, the maximum cure period allowed by the City shall be ninety (90) days from the initial notice to Developer. Additionally, should the City Commission fail to select and approve one of the Project Concept Plan alternatives by the date which is twelve (12) months from the Planning Board's recommendation of same or October 1, 2005, whichever is later, then this Development Agreement and the Ground Lease shall automatically terminate and be of no further force or effect, unless the City Commission deems to grant an extension, at its sole discretion. In the event of automatic termination of this Development Agreement and the Ground Lease pursuant to this Section 2.2, each Party shall bear its own costs and expenses incurred in connection with this Development Agreement and the Ground Lease and neither Party shall have any further liability to the other.

Section 2.3 Design of the Project/Preliminary Plans and Specifications.

(a) Developer shall be solely responsible for the design of the Project, and such design shall be substantially in accordance with the Project Design approved by the City Commission. Design and construction of Developer's Improvements shall be at the sole cost and expense of Developer. Design and construction of the Garage shall be as set forth in Section 23.2.1 hereof. Throughout the design, development and construction of the Project, Developer shall be solely responsible for obtaining all final non-appealable approvals and shall use best efforts to be in material compliance with the schedule ("Schedule") attached as Exhibit G, subject to Unavoidable Delay and to timely receipt of necessary comments, recommendations, approvals or disapprovals, as applicable, from any third party, including Owner, the City, or any Governmental Authority.

(b) Upon the City Commission's approval of the Project Design, Developer's Architect shall prepare a more detailed schematic design, during the course of which design process the Owner, as Landlord, and Developer and Developer's Architect shall consult together as often as necessary. After the Landlord and the Developer have agreed on the final schematic design, Developer's Architect shall proceed to more fully develop the Project Design, including the preparation of the Preliminary Plans and Specifications for the Project which shall include, but not be limited to, a detailed site plan, elevation drawings of each facade, a detailed floor plan

for each of the floors of the Project, a calculation of the floor areas for each floor of the Project, and a calculation of the total floor area dedicated to each use within the Project (the "Preliminary Plans and Specifications"). Developer shall submit the Preliminary Plans and Specifications to Owner's City Manager for approval within sixteen (16) months from the City Commission's selection and approval of the Project Design. The City Manager shall have sixty (60) Business Days to review the Preliminary Plans and Specifications. If Owner unreasonably disapproves the Preliminary Plans and Specifications, then Developer shall, at its election, either (i) submit Owner's disapproval to expedited arbitration pursuant to Section 3.5 and Section 22.1 as to the reasonableness of the disapproval, or (ii) submit a modification to the Preliminary Plans and Specifications to meet Owner's objections, which modification shall be submitted and reviewed as provided in Section 3.1(b). Failure of the Developer to submit Preliminary Plans and Specifications by the date which is sixteen (16) months from the date of approval of the Project Design by the City Commission, shall constitute a Default under this Development Agreement.

(c) Preliminary Design Review Evaluation [language to be inserted]

(d) After obtaining Owner's approval of the Preliminary Plans and Specifications, Developer shall submit an application for approval of the Preliminary Plans and Specifications to the City's DRB in accordance with the Schedule. Developer shall pursue approval of its application to the DRB, diligently and in good faith. Developer shall be solely responsible for obtaining all final, non-appealable approvals of the Project by the DRB. The DRB shall have no duty to approve any particular design.

Section 2.4 Plans and Specifications.

Upon receipt of the DRB's approval of the Preliminary Plans and Specifications for the Project, Developer shall prepare final Plans and Specifications for construction of the Project, consistent with the Preliminary Plans and Specifications, as approved by the DRB. The Plans and Specifications shall be submitted to the Owner pursuant to the Schedule, but no later than a date which is fourteen (14) months from the DRB's approval of the Preliminary and Specifications. The Plans and Specifications shall be reviewed by the Owner's City Manager solely for consistency with the Preliminary Plans and Specifications, as the same have been approved by the DRB. The City Manager shall have thirty (30) Business Days to review the Plans and Specifications. If Owner disapproves the Plans and Specifications, then Developer shall, at its election, either (i) submit Owner's disapproval to expedited arbitration pursuant to Section 3.5 and Section 22.1 as to the reasonableness of the disapproval, or (ii) submit a modification to the Plans and Specifications to meet Owner's objections, which modification shall be submitted and reviewed as provided in Section 3.1(a).

Section 2.5 Conditions Precedent to Developer's Commencement of Construction of the Project.

(a) In accordance with the Schedule, Developer shall obtain a Building Permit for the entire Project no later than one (1) year_ after DRB approves the Preliminary Plans and Specifications, with the possibility of a one (1) year extension. In any event, Developer shall obtain a Building Permit within seven (7) years from the Commencement Date and Developer's

failure to do so shall constitute a Default under this Agreement, unless such date is otherwise extended by the Owner,through approval of its Mayor and City Commission. However, Developer shall not Commence Construction of the Project unless and until (i) Developer shall have obtained and delivered to Owner copies of all Permits and Approvals required to Commence Construction, and (ii) Developer shall have delivered to Owner original certificates of the policies of insurance required to be carried pursuant to the provisions of Article 7 and Exhibit E of this Agreement.

(b) The Parties acknowledge that the timing of construction and completion of the various parking facilities contemplated by this Agreement is critical to the success of the Project, and that it is the intent and goal of the Parties that replacement parking be provided for the parking lots which are now situated on the Land. Therefore, Owner agrees to and shall as expeditiously as possible design, develop, construct, operate and maintain, at Owner's sole cost and expense, the City Hall Expansion Parking.

(c) Owner (solely in its capacity as the owner of the Project Site and not in its governmental capacity) shall reasonably cooperate with Developer in obtaining the Permits and Approvals required by Sections 2.5(a) and 2.10 and any necessary utility access agreements, and shall provide Developer with any information and/or documentation not otherwise reasonably available to Developer (if available to Owner) which is necessary to procure such Permits and Approvals and utility access agreements. Any such accommodation by Owner shall be without prejudice to, and shall not constitute a waiver of, Owner's rights to exercise its discretion in connection with its governmental functions.

(d) Developer shall not Commence Construction of the Project, or any portion thereof, unless and until: (a) Owner has completed construction and begun operation of the City Hall Parking Expansion; or (b) alternate replacement parking acceptable to Owner has been identified by Developer; or (c) May 30, 2007, whichever occurs earlier.

(e) Developer shall not Commence Construction of the Project, or any portion thereof, unless and until Owner shall have approved the Plans and Specifications, as provided in Section 2.4. However, if Developer chooses to perform any Construction of the Project on a "fast-track" basis, Developer may request the necessary approval of Owner in stages and perform that portion of the Construction Work which has been approved (provided Developer shall comply with all other conditions precedent to Commencement of Construction, as set forth in this Section, with respect to such portion of the Construction Work), even if progress plans and specifications for other portions of the Construction Work have not yet been prepared.

(f) Prior to Commencement of Construction of the Project, Developer shall cause the General Contractor to furnish to Owner a payment and performance bond (the "Payment and Performance Bond"), in a form reasonably acceptable to Owner, issued by a surety listed in the most recent United States Department of Treasury listing of approved sureties, guaranteeing the performance of the General Contractor under that certain guaranteed maximum price contract for the Construction of the Project. Owner may accept, in its sole and absolute discretion, for any reason and/or for no reason whatsoever, a completion guarantee from the General Contractor in substitution for such Payment and Performance Bond. Owner shall be named as a dual obligee

under the Payment and Performance Bond; provided, however, Owner's rights under the Payment and Performance Bond shall be subordinate to the Recognized Mortgagee's (as defined in the Ground Lease) rights under the Payment and Performance Bond and Owner shall agree in writing with such Recognized Mortgagee that Owner shall only seek to enforce its rights under the Payment and Performance Bond if the Ground Lease is terminated and such Recognized Mortgagee fails to exercise its rights under Section 11.3 of the Ground Lease for the execution of New Tenant's Documents (as defined in the Ground Lease).

(g) Should Developer wish to utilize a Letter of Credit instead of a Payment and performance bond, then the Letter of Credit shall be in an amount equal to one hundred percent (100%) of the cost of the Improvements plus professional design fees related to the preparation of the Construction Documents, and issued by a state or federal banking institution or an institution approved by the Finance Director of the Owner, which approval shall not be unreasonably withheld or delayed. The Letter of Credit shall insure the faithful performance by the Developer of all of its construction obligations, under the same terms and conditions as the Payment and Performance Bond described above. The Letter of Credit shall be renewed annually and shall be maintained at the City's Department of Finance during the entire term of construction and until a Final CO is issued for the Improvements. The Letter of Credit shall be reduced in amount as the work proceeds as certified by Developer's Architect, and may be terminated at such time as the Improvements are completed as evidenced by the issuance of a Certificate of Occupancy, and reasonably satisfactory evidence is provided by the Developer to the City Manager that the requirements of the Letter of Credit have been satisfactorily concluded. The form of the Letter of Credit shall be approved by the City Manager, which approval shall not be unreasonably withheld or delayed.

Section 2.6 Public Facilities and Concurrency.

(a) Owner and Developer anticipate that the Project will be served by those roadway transportation facilities currently in existence as provided by state, county and local roadways. It is also anticipated that the Project will be served by public transportation facilities currently in existence, including those provided by Miami-Dade County, the City, and other governmental entities as may presently operate public transportation services within the City. Sanitary sewer, solid waste, drainage, and potable water services for the proposed Project are expected to be those services currently in existence and owned or operated by Miami-Dade County, the Miami-Dade County Water and Sewer Department, and the City. The Project will also be serviced by any and all public facilities, as such are defined in Section 163.3221(12), Florida Statutes (1997), as such are described in the City's Comprehensive Plan, specifically including, but not limited to, those facilities described in the Infrastructure Element and Capital Improvements Element therein, a copy of which is available for public inspection in the offices of the Planning Department of the City of Miami Beach. The foregoing, however, shall not be deemed to be an approval of, nor shall it be deemed to relieve Developer of the obligation to comply with, Section 163.3180, Florida Statutes (1997).

(b) Developer shall be solely responsible for obtaining all final non-appealable land use permits, including, but not limited to, all permits and approvals required pursuant to Section 163.3180, Florida Statutes (1997), with respect to concurrency requirements for roads, sanitary

sewer, solid waste, drainage, potable water, parks and recreation (the "Concurrency Requirements"). Developer shall apply to the appropriate Governmental Authorities for letters or other evidence that Developer is pursuing all applicable Concurrency Requirements, and shall diligently and in good faith pursue such letters or other evidence that the Project meets all applicable Concurrency Requirements.

(c) In addition, in connection with the implementation of the City Center/Historic Convention Village Redevelopment and Revitalization Area Master Plan ("Master Plan"), Developer, on behalf of Owner, shall construct the Garage, which shall be available for use as a public municipal garage facility.

Section 2.7 Commencement and Completion of Construction of the Project.

Developer shall (a) Commence Construction within ninety (90) days after all Permits and Approvals necessary for the Commencement of Construction are issued and the requirements of Section 2.5 have been satisfied (the "Construction Commencement Date") and (b) thereafter continue to prosecute Construction of the Project with diligence and continuity to completion. If, after Developer has Commenced Construction, Developer fails to diligently prosecute Construction of the Project (subject to Unavoidable Delays), and such failure continues (subject to Unavoidable Delays) for thirty (30) consecutive days after Developer's receipt of notice of such failure, Owner shall, in addition to all of its other remedies under this Agreement and the Ground Lease, have the right to seek such equitable relief (either mandatory or injunctive in nature) as may be necessary to cause diligent and continuous prosecution of Construction of the Project (subject to Unavoidable Delays) by Developer, it being understood that Construction of the Project is a material inducement to Owner to enter into the Ground Lease and monetary damages shall be inadequate to compensate Owner for harm resulting from such failure. Notwithstanding anything to the contrary contained herein, if Developer fails to Substantially Complete Construction of the Project no later than ten (10) years after the Commencement Date (the "Default Date"), then the same shall constitute a Default under this Agreement and under the Ground Lease.

Section 2.8 Completion of Construction of the Project.

(a) Substantial Completion of the Project shall be accomplished in a diligent manner, in accordance with the Schedule, and in any event by the Completion Deadline, and final completion of the Construction of the Project, including but not limited to completion of all punch-list items, shall be accomplished in a diligent manner thereafter, in each case in a good and workerlike manner, in substantial accordance with the Plans and Specifications (with no material deviations except as expressly permitted herein), in accordance with all applicable Requirements and, except as provided in Article 6, at Developer's sole cost and expense.

(b) Upon Substantial Completion of Construction of the Project, Developer shall furnish Owner with the following:

(i) a certification of the Architect (certified to Owner on the standard AIA certification form) that it has examined the Plans and Specifications and that, in its

professional judgment, after diligent inquiry, Construction of the Project has been Substantially Completed in accordance with the Plans and Specifications applicable thereto and, as constructed, the Improvements comply with all applicable Requirements;

(ii) if Requirements require the same, a copy or copies of the temporary certificates of occupancy for the Project (or portion thereof, as applicable) issued by the City of Miami Beach Building Department;

(iii) lien waivers in form and substance reasonably satisfactory to Owner from each contractor, subcontractor, supplier or materialman retained by or on behalf of Developer in connection with the Construction of the Project, evidencing that such Persons have been paid in full for all work performed or materials supplied in connection with the Construction of the Project;

(iv) a complete set of "as built" plans and a survey showing the Improvement(s) (excluding personal property) for which the Construction of the Project has been completed. Owner shall have an unrestricted license to use such "as built" plans and survey for any purpose related to the Project Site without paying any additional cost or compensation therefor, subject to copyright and similar rights of the Architect to prohibit use of designs for purposes unrelated to the Project Site, as such rights exist in law or may appear in the Architect's contract, and subject to applicable public records laws. The foregoing requirement with respect to "as built" plans shall be satisfied by Developer furnishing to Owner, at Developer's expense, a complete set of Plans and Specifications, with all addenda thereto and change orders in respect thereof, marked to show all changes, additions, deletions and selections made during the course of the Construction of the Project; and

(v) a Contractor's Final Affidavit in form and substance reasonably satisfactory to Owner executed by the General Contractor (i) evidencing that all contractors, subcontractors, suppliers and materialmen retained by or on behalf of Developer in connection with the Construction of the Project have been paid in full for all work performed or materials supplied in connection with the Construction of the Project and (ii) otherwise complying with all of the requirements under the Florida Construction Lien Law, Chapter 713, Florida Statutes, as amended.

Section 2.9 Confirmation of Land Development Regulations.

The zoning district classification of the Land under the Lease is CCC, as defined in the Land Development Regulations.

Section 2.10 Required Development Permits.

(a) Developer shall be solely responsible for obtaining all final, non-appealable Development Approvals, as applicable.

(b) To the best of Owner's knowledge and belief, other than the Garage, there are no reservations and/or dedications of land for public purposes that are proposed under the terms of this Development Agreement.

Section 2.11 Developer's Right of Termination.

Notwithstanding anything to the contrary contained herein, Developer shall have the right to be released from its liability and to terminate this Development Agreement and the Ground Lease prior to the Possession Date because (a) changes to the Project Design and/or Preliminary Plans and Specifications required by the DRB, or any other Governmental Authority (including the City), render the Project economically unfeasible in the reasonable business judgment of Developer, (b) the Project cannot meet concurrency requirements under Section 163.3180, Florida Statutes (1997), or the costs of concurrency mitigation and/or Environmental Remediation on the Project Site are, in the reasonable business judgment of Developer, economically unfeasible, (c) Developer, after good faith efforts, has been unable to obtain a Building Permit for the Project pursuant to the Plans and Specifications submitted by Developer, or (d) Owner and Developer cannot come to a mutual agreement regarding the Parties' respective shares of costs and other obligations relative to the retail portion(s) of the Garage, if required, Environmental Remediation or the Project Site, if required, and/or the Infrastructure Improvements. In the event of termination of this Development Agreement and the Ground Lease pursuant to this Section 2.12, each Party shall bear its own costs and expenses incurred in connection with this Development Agreement and the Ground Lease and neither Party shall have any further liability to the other.

Section 2.12 Owner Disclaimer. This Development Agreement is not and shall not be construed as a Development Approval, Building Permit or authorization to commence development, nor shall it relieve Developer of the obligations to obtain necessary Development Approvals, Building Permits and other required permits that are required under applicable law and under and pursuant to the terms of this Development Agreement. Nothing contained in this Development Agreement shall be deemed to constitute a waiver of any fee, charge or cost imposed by the City in connection with the issuance of any Development Approval, Building Permit or other permit.

ARTICLE 3

PLANS AND SPECIFICATIONS

Section 3.1 Approval and Modification of Plans and Specifications.

(a) In accordance with Section 2.4, and prior to submitting its application for the required Building Permits, Developer shall prepare and submit to Owner (acting in its proprietary capacity as owner of the Land), the Plans and Specifications, which Plans and Specifications

shall be used to obtain the required Building Permits. If such submitted Plans and Specifications are materially inconsistent with, or contain material modifications to, the Preliminary Plans and Specifications, as approved by the DRB, then such Plans and Specifications shall clearly indicate, by "ballooning", highlighting, blacklining or describing in writing in sufficient detail in a memorandum accompanying such Plans and Specifications, all such modifications to the Preliminary Plans and Specifications. Within thirty (30) Business Days of its receipt of such Plans and Specifications, Owner shall notify Developer, in writing, describing, with specificity, the basis for such disapproval of any material inconsistencies or material modifications of which Owner disapproves between the proposed Plans and Specifications and the Preliminary Plans and Specifications, it being agreed however, that Owner's failure to so notify Developer of its disapproval within such time period shall be deemed to constitute Owner's conclusive approval of such Plans and Specifications; provided, however, that if Owner shall notify Developer within thirty (30) Business Days following its receipt that any of such inconsistencies or modifications to the Preliminary Plans and Specifications are not indicated as required by this Section 3.1(a) or that the complexity of such changes from the Preliminary Plans and Specifications necessitates an extension of such time period to complete Owner's review, such period shall be extended to the date which is sixty (60) Business Days after Owner's receipt of the proposed inconsistencies or modifications; provided, further, however, that Owner shall not be responsible for, and shall not be deemed to have approved, any such material inconsistency or modification that is not indicated as required by this Section 3.1(a), except that when Developer advises Owner in writing, and Owner agrees with Developer in writing, that the Plans and Specifications, as approved as herein provided above, are complete and sufficient and suitable to construct, furnish and equip the entire Project in accordance with the provisions of this Agreement, such written agreement shall be deemed to constitute Owner's conclusive approval of all modifications and inconsistencies, whether or not the modifications are highlighted, in such Plans and Specifications; provided, however, that the foregoing exception relating to Owner's conclusive approval does not apply to those changes which, in Owner's opinion, (i) materially diminish any of the levels of quality of the Project, (ii) materially diminish, individually or in the aggregate, the fitness for its intended use of any of the physical components of the Project, or (iii) have a material adverse effect (a) on the ability of Developer to complete Construction of the Project or (b) on the financial feasibility of the Project. Notwithstanding anything to the contrary contained herein, Owner shall not object to any inconsistencies with or modifications to the Preliminary Plans and Specifications which are necessitated by Requirements or as a result of a drafting, coordination, mechanical or technical error in the Preliminary Plans and Specifications.

(b) If Developer desires to materially modify previously approved Plans and Specifications (as such may have been previously modified), Developer shall submit any such materially modified Plans and Specifications to Owner for Owner's approval. Such materially-modified Plans and Specifications shall clearly indicate, by "ballooning", highlighting, blacklining or describing in writing in sufficient detail in a memorandum accompanying such modified Plans and Specifications, all such proposed material modifications to the Plans and Specifications. Within thirty (30) Business Days of its receipt of the proposed modifications, Owner shall notify Developer in writing, with specificity of any material inconsistencies or material modifications of which Owner disapproves between the Plans and Specifications as modified and the Plans and Specifications previously approved by Owner, it being agreed

however, that Owner's failure to so notify Developer of its disapproval during such time period shall be deemed to constitute Owner's conclusive approval of such Plans and Specifications; provided, however, that if Owner shall notify Developer within thirty (30) Business Days following its receipt that any of the proposed modifications to the Plans and Specifications are not indicated as required by this Section 3.1(b) or that the complexity of the proposed modifications necessitates an extension of such time period to complete Owner's review, such period shall be extended to the date which is sixty (60) Business Days after Owner's receipt of the proposed modifications; provided, further, however, that Owner shall not be responsible for, and shall not be deemed to have approved, any such proposed modification that is not indicated as required by this Section 3.1(b). Notwithstanding anything to the contrary contained herein, Owner shall not object to any modifications to the Plans and Specifications which are necessitated by Requirements or as a result of a drafting, coordination, mechanical or technical error in the Plans and Specifications.

(c) If Owner disapproves any material inconsistencies or material modification in the Plans and Specifications from the Preliminary Plans and Specifications pursuant to Section 3.1 (a) above, or Owner disapproves any of the material modifications to or material inconsistencies in the Plans and Specifications pursuant to Section 3.1(b) above, then Developer shall, at its election either: (i) submit Owner's disapproval to expedited arbitration pursuant to Section 3.6 and Section 22.1 as to the (a) materiality of the inconsistency or modification and/or (b) the reasonableness of the disapproval, or (ii) within thirty (30) days after receiving Owner's disapproval notice, submit revised Plans and Specifications or a revised modification to the Plans and Specifications to meet Owner's objections, which revised Plans and Specifications or revised modification shall be reviewed as provided in Section 3.1 (a) or (b), as applicable.

Section 3.2 Project Budget

(a) Within ninety (90) days after Developer's execution of the contract with its general contractor for construction of the Project, Developer shall submit to Owner for Owner's approval a pre-construction budget and development budget for the Project (the "Project Budget"). If such Project Budget is materially inconsistent with the Preliminary Plans and Specifications as approved by the DRB, then the Project Budget shall be accompanied by a memorandum in writing in sufficient detail to explain all such material inconsistencies. Approval or disapproval or modification of the Project Budget shall be governed by the provisions governing the Plans and Specifications, as applicable, as set forth in Section 3.1 above. Information copies of any material modifications to the Project Budget shall be promptly delivered to Owner.

(b) Developer hereby covenants and agrees that Developer shall invest or cause to be invested, not less than Forty Million Dollars ($40,000,000) in hard construction costs, including costs of furnishings, fixtures, and equipment (FFE), and machinery for the Project. The foregoing investment amount shall be exclusive of any financial contributions by the City including, without limitation, the Garage (Garage Costs) and/or Infrastructure Improvements, as the latter may be mutually agreed upon by Owner and Developer.

(c) Upon Substantial Completion of the Project, Developer shall certify to Owner that it has, in fact, expended not less than said amounts for hard construction costs.

Section 3. 3 Compliance with Requirements, Construction Standards.

(a) Notwithstanding anything to the contrary contained herein, the Plans and Specifications shall comply with all applicable Requirements. It is Developer's responsibility to assure such compliance. Owner's approval in accordance with this Article 3.3 of any Plans and Specifications shall be deemed to be a determination by Owner that the Plans and Specifications so approved are in substantial conformity with the approved Project Concept Plan, but shall not be, and shall not be construed as being, or relied upon as, a determination that such Plans and Specifications comply with other applicable Requirements, including, without limitation, any Requirements providing for the review and approval of the Plans and Specifications by any Governmental Authority (in its governmental capacity as opposed to its proprietary capacity).

(b) Construction of the Project shall be carried out pursuant to Plans and Specifications prepared by licensed architects and engineers, with controlled inspections conducted by a licensed architect or professional engineer as required by applicable Requirements.

Section 3.4 Design and Decor.

Notwithstanding anything to the contrary contained in this Agreement, Owner shall not have any approval rights with respect to matters of interior design or decor of the Project except to the extent the same are reflected in the Plans and Specifications.

Section 3.5 Development Dispute.

Any dispute or disagreement between Owner and Developer arising prior to the Project Opening Date with respect to the following matters (a "Development Dispute") shall be finally resolved in accordance with the provisions of Section 22.1:

(a) Any dispute as to whether Developer's modifications to the Preliminary Plans and Specifications or the Plans or Specifications pursuant to Section 2.4 or Section 2.6, or Section 3.1(a) or (b), respectively, are material and/or materially inconsistent and are therefore subject to Owner's approval; and

(b) Any contention by Developer that Owner has unreasonably failed to approve or give its consent to any modifications to the Preliminary Plans and Specifications pursuant to Section 2.4 or to the Plans and Specifications pursuant to Section 2.6, Section 3.1(a) or (b).

ARTICLE 4

OWNER PARTICIPATION

Section 4.1 Owner's Right to Use Field Personnel.

Owner reserves the right, at its sole cost and expense, to maintain one (1) on-site representative (from Owner's Consultant, Owner or another entity designated by Owner) at the Project Site to conduct inspections of the Project Site (provided, however, that Owner shall be

entitled to maintain additional on-site representatives from time to time to the extent reasonably necessary to perform such inspections), and Developer agrees to provide safe access to the Project Site, including, without limitation, access to inspect the Construction Work, including, without limitation, the preparation work and work in progress wherever located. No such inspection by the Owner's on-site representatives shall impose upon Owner responsibility or liability for any failure by Developer to observe any Requirements or safety practices in connection with such Construction Work, or constitute an acceptance of any work which does not comply with the provisions of this Agreement, and no such inspection shall constitute an assumption by Owner of any responsibility or liability for the performance of Developer's obligations hereunder, nor any liability arising from the improper performance thereof. The Owner's on-site representatives shall not interfere with any Construction Work being performed at the Project Site and shall comply with all safety standards and other job-site rules and regulations of Developer. Owner's on-site representative is an inspector only. The on-site representative shall make only such communications with Developer's construction manager(s), the General Contractor, its subcontractors, or any other Person involved in the Construction of the Project, as are reasonably necessary to enable such on-site representative to conduct its investigations, and in no event shall the on-site representative give directions to such Persons. Developer shall provide a reasonable work area and services for Owner's on-site representative as is customarily provided at similar construction sites. All expenses incurred by Owner's on-site representative shall be paid by Owner.

Section 4.2 Owner's Right to Notice, Access and Review.

(a) Developer acknowledges that Owner has appointed the Owner's Consultant as the Owner's consultant in connection with the Construction of the Project in accordance with the terms of this Agreement. In connection therewith, Developer agrees to cooperate fully with the Owner's Consultant. In furtherance thereof, Developer agrees that the Owner's Consultant, and its authorized representatives, shall have such rights of notice, access and review with respect to the Project and the Construction Agreements as is reasonably necessary to achieve the foregoing (including, but not limited to verifying on Owner's behalf that the Construction of the Project is being conducted in accordance with the terms hereof), including, without limitation, the following:

(i) the opportunity for attendance by the Owner's Consultant at regularly scheduled Construction Work meetings (which shall be scheduled not less frequently than twice each month) and at any special meetings which Developer deems necessary in its reasonable discretion as to change orders, delays and other material issues concerning the Project;

(ii) the inspection by the Owner's Consultant of all Construction Work (in accordance with the provisions of Section 4.1);

(iii) the opportunity for attendance by the Owner's Consultant at the interior design presentations given to Developer (or an equivalent presentation);

(iv) the delivery by Developer to the Owner's Consultant of two (2) copies of:

(1) the executed contract between Developer and the General Contractor for the Project;

(2) the Plans and Specifications (and modifications thereto, with such modifications being clearly indicated, by "ballooning", highlighting, or blacklining on the Plans and Specifications or describing in writing in sufficient detail in a memorandum accompanying such modified Plans and Specifications), working and other drawings, renderings, blueprints, specifications, layouts and change orders (collectively, the "Detailed Plans");

(3) all insurance certificates required by Article 7 of this Agreement (including those of Developer and all contractors and subcontractors);

(4) a monthly construction cost-to-date report reasonably acceptable to Owner;

(5) all periodic (but not less than monthly) updates to the Development Budget, which updates shall show all variances; and

To the extent the exercise of the Owner's rights hereunder requires the opportunity for review of any documents or the opportunity for participation in any meetings, Developer agrees, without request therefor by Owner, to promptly provide copies of such documents or notice of such meetings to owner and the Owner's Consultant, as applicable, after receipt of the same by Developer and reasonably in advance of any meetings to allow for appropriate travel arrangements to the extent practical under the circumstances. If Owner's Consultant is not in attendance, the meeting will proceed and Developer will promptly provide Owner's Consultant with minutes of the meeting. The Owner's Consultant shall not interfere with any Construction Work being performed at the Project Site and shall comply with all safety standards and other job-site rules and regulations of Developer.

(b) Prior to the Commencement of Construction, Developer shall provide to Owner a construction schedule for each phase of the Project, which schedule shall be prepared using the critical path method ("CPM"; such schedule, as it shall be amended from time to time in accordance with the Construction Agreements, shall be referred to as the "CPM Schedule"), including a CPM network diagram, for use in scheduling and controlling the Construction. The CPM Schedule shall, at a minimum, show:

(i) the early and late start and stop times for each major construction activity;

(ii) all "critical path" activities and their duration;

(iii) the sequencing of all procurement, approval, delivery and work activities;

(iv) manpower levels;

(v) late order dates for all long lead time materials and equipment; and

(vi) critical Developer and Owner decision dates.

Developer shall promptly provide to the Owner's Consultant information copies of the CPM Schedule. The CPM Schedule shall (1) be revised by Developer whenever there is a material variance in the progress of the Construction from the then current CPM Schedule and otherwise at appropriate intervals, but in no event less frequently than monthly, and (2) provide for expeditious and practicable execution of the Construction.

A copy of the CPM network diagram highlighting the completed and partially completed activities and manpower schedule shall be maintained by Developer on a current basis, at the Project Site, to accurately reflect the actual progress of the Construction and shall be displayed at all times in a manner that is readily accessible to the Owner's Consultant. Three (3) copies of the updated CPM Schedule, CPM network diagram and manpower schedule shall be delivered to the Owner's Consultant promptly after the same have been revised as required herein. The CPM network diagram shall reflect the actual progress of Construction to date. The manpower schedule shall reflect actual manpower levels each week compared to manpower levels set forth in the CPM Schedule.

Developer shall keep the Owner's Consultant informed on a periodic (but not less than twice per month) basis, unless circumstances dictate the need to do so more frequently, as to actual progress made. Developer shall provide the Owner's Consultant with reasonable access to the reports, logs and other systems in which Developer records or notes the daily progress of the Construction Work. Developer shall inform the Owner's Consultant of any deviation from the CPM Schedule which, in Developer's good faith determination, is likely to cause a material delay in the Substantial Completion of the Project (as shown on the current CPM Schedule), within three (3) Business Days after such deviation becomes apparent to Developer.

ARTICLE 5

MISCELLANEOUS CONSTRUCTION PROVISIONS

Section 5.1 Art in Public Places.

(a) Developer shall be solely responsible for the Project's compliance with the City's Art in Public Places (AIPP) legislation, as codified in Chapter 82, Article VII, Sections 82-536 through 82-612 of the City Code, and as same may be amended. However, Owner shall reimburse Developer for all funds required to be expended for compliance with AIPP for the Garage.

(b) Notwithstanding subsection (a) above, the Developer may request that the City Commission consider a waiver of all or a portion of the required AIPP appropriation for the Project.

Section 5.2 Prevailing Wage.

Developer shall pay all Persons employed by it with respect to Construction of the Project, without subsequent deduction or rebate unless expressly authorized by Requirements,

not less than the relevant prevailing wage as prescribed by City of Miami Beach Ordinance No. 94-2960 (the City's Prevailing Wage Ordinance), but only to the extent such Prevailing Wage Ordinance is applicable to the construction of the Project.

Section 5.3 Construction Agreements.

(a) Required Clauses. All Construction Agreements which provide for the performance of labor on the Project Site shall include the following provisions (or language substantially similar thereto which is approved in advance by Owner); provided, however, that any Construction Agreement having aggregate payments of One Hundred Thousand Dollars ($100,000) or less shall not be required to include the provisions set forth in paragraph (i) below:

(i) an agreement by the Contractor to provide, prior to the commencement of its portion of the work, and to maintain during the performance thereof, the insurance set forth on Exhibit 5.3(a) attached hereto and incorporated by reference herein. Such Contractor shall procure an appropriate clause in, or endorsement on, any policy of insurance carried by it pursuant to which the insurance company waives subrogation or consents to a waiver of right of recovery consistent with the release, discharge, exoneration and covenants not to sue contained herein. Original Certificates of Insurance, in quadruplicate (all of which shall be original signed counterparts) and including the City of Miami Beach, Florida (and any successor Owner), as additional insureds (the "Certificate of Insurance"), shall be furnished to Developer by Contractor prior to commencement of work, denoting all insurance required of Contractor pursuant to the terms of the Contract. The Contractor shall secure an original Certificate of Insurance from each of its sub-contractors and/or suppliers with limits of liability equal to those carried by the Contractor;

(ii) "Contractor hereby waives all rights of recovery, claims, actions or causes of action against the City of Miami Beach, Florida (and any successor Owner), and their respective elected and appointed officials (including, without limitation, the City's Mayor and City Commissioners), directors, officials, officers, shareholders, members, employees, successors, assigns, agents, contractors, subcontractors, experts, licensees, Developers, mortgagees, trustees, partners, principals, invitees and affiliates, for any loss or damage to property of Contractor which may occur at any time in connection with the Project.";

(iii) "To the fullest extent permitted by law, Contractor shall and does hereby indemnify and hold harmless the City of Miami Beach, Florida (and any successor Owner), and their respective elected and appointed officials (including the City's Mayor and City Commissioners), directors, officials, officers, shareholders, members, employees, successors, assigns, agents, contractors, subcontractors, experts, licensees, Developers, mortgagees, trustees, partners, principals, invitees and affiliates, from and against any and all liability, claims, demands, damages, losses, fines, penalties, expenses and costs of every kind and nature, including, without limitation, costs of suit and attorneys' fees and disbursements (collectively, "Expenses"), resulting from or in any manner arising out of, in connection with or on account of (1) any act, omission, fault or

neglect of Contractor, or anyone employed by it in connection with the work or any phase thereof, or any of its agents, contractors, subcontractors, employees, invitees or licensees in connection with the work, or anyone for whose acts any of them may be liable, (2) claims of injury (including physical, emotional, economic or otherwise) to or disease, sickness or death of persons or damage to property (including, without limitation, loss of use resulting therefrom) occurring or resulting directly or indirectly from the work or any portion thereof or the activities of Contractor or anyone employed by it in connection with the work, or any portion thereof, or any of its respective agents, contractors, subcontractors, employees, invitees or licensees in connection with the work, or anyone for whose acts any of them may be liable, or (3) mechanics' or materialmen's or other liens or claims (and all costs or expenses associated therewith) asserted, filed or arising out of the work or any phase thereof other than liens or claims arising out of Developer's failure to make the required payments properly due to Contractor. In no event shall Contractor be able to seek or be entitled to consequential damages (including, without limitation, loss of profits or loss of business opportunity) for claims arising under this contract. This indemnification obligation shall not be limited in any way by: (x) any limitation on the amount or type of damages, compensation or benefits payable to Contractor under worker's compensation acts, disability benefit acts or other employee benefit acts or other insurance provided for by this contract; or (y) the fact that the Expenses were caused in part by a party indemnified hereunder. The Contractor further agrees that this indemnification shall be made a part of all contracts and purchase orders with sub-contractors or material suppliers. The indemnification agreement included in this contract is to be assumed by all sub-contractors.";

(iv) (1) the right of Developer to assign to Owner, subject and subordinate to the rights of Lender, the contract and Developer's rights thereunder, at the Owner's request, without the consent of the Contractor, and (2) that without the necessity of such assignment and without thereby assuming any of the obligations of Developer under the contract occurring prior to such assignment and/or purchase order, except for Developer's payment obligations, Owner shall have the right to enforce the full and prompt performance by the Contractor of such Contractor's obligations under the contract;

(v) "Contractor agrees to comply with all laws and requirements applicable to Contractor and the Project, including, without limitation, the City's Prevailing Wage Ordinance, if such provision is applicable to construction of the Project ";

(vi) "Upon an Event of Default by Developer resulting in a termination of that certain Agreement of Lease between Developer and Owner, dated as of the Commencement Date, pursuant to which Developer (as Tenant) has agreed to lease the Land on which the Project is to be constructed, Contractor shall, at the option of the City of Miami Beach, Florida, subject and subordinate to the rights of Lender, be terminated or Contractor will honor this agreement as if this agreement had been originally entered into with the City of Miami Beach, Florida.";

(vii) "Nothing contained in this contract is in any way intended to be a waiver of the prohibition on Contractor's ability to file liens against property of the City of

Miami Beach, Florida, or of any other constitutional, statutory, common law or other protections afforded to public bodies or governments.";

(viii) "Upon an Event of Default by Developer resulting in a termination of that certain Agreement of Lease between Developer and Owner, dated as of the Commencement Date, pursuant to which Developer (as Tenant) has agreed to lease the Land on which the Project is to be constructed, all covenants, representations, guarantees and warranties of Contractor hereunder shall be, subject and subordinate to the rights of Lender, deemed to be made for the benefit of the City of Miami Beach, Florida, (and the City of Miami Beach, Florida, shall be deemed to be a third-party beneficiary hereof) and shall be, subject and subordinate to the rights of Lender, enforceable by the City of Miami Beach, Florida.";

(ix) "Unless and until the City of Miami Beach, Florida, expressly assumes the obligations of Developer under this contract (and then only to the extent the same arise from and after such assumption), the City of Miami Beach, Florida, shall not be a party to this contract and will in no way be responsible to any party for any claims of any nature whatsoever arising or which may arise in connection with such contract."; and

(x) "Contractor hereby agrees that notwithstanding that Contractor performed work at the Project Site or any part thereof, the City of Miami Beach, Florida shall not be liable in any manner for payment or otherwise to Contractor in connection with the work performed at the Project Site, except to the extent the City of Miami Beach, Florida, expressly assumes the obligations of Developer hereunder (and then only to the extent such obligations arise from and after such assumption)."

Section 5.4 Demolition of the Project Site.

Except as necessary and as provided in the Plans and Specifications in connection with Construction of the Project or as part of a Casualty Restoration or Condemnation Restoration or as may be otherwise permitted under this Development Agreement or the Ground Lease, Developer shall not demolish any portion of the Project Site. Any demolition permitted hereunder shall be performed in accordance with all applicable Requirements.

Section 5.5 Construction Staging.

Construction Staging for the Project will be confined to the Project Site. All workers on the Project Site will park their vehicles at an off-site location, as not to materially impact users of the 17th Street Parking Garage, or other adjacent public parking lots. The Parties shall agree upon one or more reasonable off-site locations.

ARTICLE 6

FINANCING OF PROJECT CONSTRUCTION

Section 6.1 Developer's Contributions.

Developer shall provide all of the funds necessary to complete Construction of Developer's Improvements. Owner shall provide all of the funds necessary to complete Construction of the Garage, subject to the provisions of Section 23.2.2 herein; provided, however, that if the inclusion of a retail component to the Garage is required by the DRB, or other Governmental Authority, then the Owner and Developer shall mutually agree upon the apportionment of costs for construction of said retail portion between the Parties.

Section 6.2 Fees.

(a) City Permit Fees. Developer assumes payment responsibility for any and all Permits, now or hereafter, required to be obtained from the City for the construction of the Developer's Improvements and the Garage, which include, without limitation, building permit applications, inspection, certification, impact and connection fees that the City may levy by or through its Public Works Department (including, without limitation, water and sewer fees) and those fees, to the extent applicable, listed in the City of Miami Beach Building Department Fee Schedule~~,~~, or the most current edition adopted by the City, which fee schedule is hereby incorporated by reference and made a part of this Agreement (collectively, the "Fees"). Developer shall remain responsible for payment of the Fees notwithstanding any and all modifications or changes in price structure as imposed by the City or any other Governmental Authority authorized to impose such Fees.

(b) Non-City Permit Fees. Developer shall assume responsibility for payment of all fees charged by Governmental Authorities relating to Developer's Improvements and the Garage.

(c) Owner's Fees. Owner shall be responsible for payment of any and all fees, both City Permit Fees and Non-City Permit Fees, relating to the Infrastructure Improvements.

ARTICLE 7

INSURANCE

Developer shall, in accordance with Exhibit E, attached hereto and made a part hereto, and the Ground Lease, carry or cause to be carried the insurance required in said Exhibit E and under Section [7.10] of the Ground Lease, including the relevant provisions of Sections [7.2, 7.3, 7.6 and 7.14] of the Ground Lease.

ARTICLE 8

DAMAGE, DESTRUCTION AND RESTORATION

Section 8.1 Casualty.

If the Project Site is damaged or destroyed in whole or in part by fire or other casualty, the provisions of the Ground Lease applicable to damage or destruction by fire or other casualty to the "Premises" described under the Ground Lease shall govern the rights and obligations of Developer, Owner and any Recognized Mortgagee hereunder.

Section 8.2 Effect of Casualty on this Agreement.

Except as provided in Section 8.1 or the Ground Lease, this Development Agreement shall not terminate, be forfeited or be affected in any manner, by reason of any damage to, or total or partial destruction of, or untenantability of the Project Site or any part thereof resulting from such damage or destruction.

ARTICLE 9

CONDEMNATION

Section 9.1 Taking.

If all or any portion of the Project Site is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement among Owner, Developer, any Recognized Mortgagee and those authorized to exercise such right, the provisions of the Ground Lease applicable to such taking of the "Premises" described under the Ground Lease shall govern the rights and obligations of Developer, Owner and any Recognized Mortgagee hereunder.

Section 9.2 Effect of Taking on this Agreement.

Except as provided in Section 9.1 or the Ground Lease, this Development Agreement shall not terminate, be forfeited or be affected in any manner, by reason of any taking of the Project Site or any part thereof.

ARTICLE 10

RIGHTS OF RECOGNIZED MORTGAGEE

Section 10.1 Notice and Right to Cure Developer's Defaults.

(a) Owner shall give to the Recognized Mortgagee a copy of each notice of Default at the same time as it gives notice of such Default to Developer, and no such notice of Default shall be deemed effective with respect to any Recognized Mortgagee unless and until a copy thereof shall have been so received by or refused by such Recognized Mortgagee. All such notices to a Recognized Mortgagee shall be sent as set forth in Section 11.4(a) of the Ground Lease. Owner

shall also give the Recognized Mortgagee notice ("Notice of Failure to Cure") in the event Developer fails to cure a Default within the period, if any, provided in this Agreement for such cure, promptly following the expiration of such period (i.e., an Event of Default).

(b) The Recognized Mortgagee shall have a period of sixty (60) days after receipt of the Notice of Failure to Cure, in the case of any Event of Default, to (1) cure the Event of Default referred to in the Notice of Failure to Cure or (2) cause it to be cured, subject to the same additional time periods provided to Developer pursuant to the provisions of Section 19.1(b) unless such default is not susceptible of being cured by a Recognized Mortgagee (i.e., defaults stated in Section 19.1(e), (f) and (g)). Nothing contained herein shall be construed as imposing any obligation upon any Mortgagee to so perform or comply on behalf of Developer.

(c) Owner shall accept performance by a Recognized Mortgagee of any covenant, condition or agreement on Developer's part to be performed hereunder with the same force and effect as though performed by Developer.

(d) Notwithstanding any other provision of this Agreement, no payment made to Owner by any Recognized Mortgagee shall constitute the Recognized Mortgagee's agreement that such payment was, in fact, due under the terms of this Agreement.

(e) Notwithstanding the foregoing provisions of this Section 10.1, if a Recognized Mortgagee fails (for any reason) to cure any Event of Default by Developer within sixty (60) days following receipt of the Notice of Failure to Cure regarding such Event of Default, then Owner may, but shall be under no obligation to, perform the obligation of Developer the breach of which gave rise to such Event of Default (including, without limitation, the performance of any of the obligations of Developer under any Construction Agreement), without waiving or releasing Developer from its obligations with respect to such Event of Default. Developer hereby grants Owner access to the Premises in order to perform any such obligation. Any amount paid by Owner in performing Developer's obligations as provided in this Section 10.1(e), including, without limitation, all costs and expenses incurred by Owner in connection therewith, shall be reimbursed to Owner within thirty (30) days following Owner's demand therefore, together with a late charge on amounts actually paid by Owner, calculated at the Late Charge Rate from the date of notice of any such payment by Owner to the date on which payment of such amounts is received by Owner.

(f) If there is more than one Recognized Mortgagee, only that Recognized Mortgagee, to the exclusion of all other Recognized Mortgagees, whose Recognized Mortgage is most senior in lien shall be recognized as having rights under this Article 10, unless such first priority Recognized Mortgagee has designated in writing to Owner a Recognized Mortgagee whose Mortgage is junior in lien to exercise such right.

(g) A Recognized Mortgagee shall have the other rights and obligations described in Article 11 of the Ground Lease.

ARTICLE 11

NO SUBORDINATION

Owner's Interest in the Premises, including, without limitation, Owner's interest in the Ground Lease and this Agreement, as the same may be modified, amended or renewed, shall not be subject or subordinate to (a) any Mortgage now or hereafter existing, (b) any other liens or encumbrances hereafter affecting Developer's Interest in the Premises and Developer's interest in this Development Agreement or (c) any sublease or any mortgages, liens, or encumbrances now or hereafter placed on any subtenant's interest in the Project Site. Developer's Interest in the Premises and this Development Agreement and all rights of Developer hereunder are and shall be subject to the Permitted Exceptions as set forth on Exhibit 2.3(b) to the Ground Lease.

ARTICLE 12

MAINTENANCE AND REPAIR

Section 12.1 Maintenance of Project Site.

(a) Maintenance and Repair.

(i) Developer shall take good care of, and keep and maintain, the Project Site in good and safe order and condition, and shall make all repairs reasonably necessary to keep the Project Site in good and safe order and condition.

(ii) Developer shall not commit, and shall use all reasonable efforts to prevent waste, damage or injury to the Project Site, except with respect to the Construction of the Project (but subject, however, to the provisions of Section 12.1(a)(i)).

(b) Cleaning of Project Site. Developer shall keep reasonably clean and reasonably free from rubbish all areas of the Project Site.

(c) Other Areas. Developer shall promptly rectify any damage or interference caused by Developer to any improvements, equipment, structures or vegetation outside of the Project Site which is owned or controlled by Owner or the City. The City or Owner shall promptly rectify any damage or interference caused by the City or Owner to the Project Site.

Section 12.2 Waste Disposal.

Developer shall dispose of waste from all areas of the Project Site in accordance with Requirements and in a prompt, sanitary and aesthetically reasonably inoffensive manner.

ARTICLE 13

REQUIREMENTS

Section 13.1 Requirements.

(a) Obligation to Comply. In connection with any Construction Work, and with the maintenance, management, use, construction and operation of the Project Site and Developer's performance of its obligations hereunder, Developer shall comply promptly with all Requirements, without regard to the nature of the work required to be done, whether extraordinary or ordinary, and whether requiring the removal of any encroachment (but Developer may seek to obtain an easement in order to cure an encroachment, if permitted by Requirements), or affecting the maintenance, use or occupancy of the Project Site, or involving or requiring any structural changes or additions in or to the Developer's Improvements and regardless of whether such changes or additions are required by reason of any particular use to which the Project Site, or any part thereof, may be put. No consent to, approval of or acquiescence in any plans or actions of Developer by Owner, in its proprietary capacity as Owner, or Owner's designee shall be relied upon or construed as being a determination that such are in compliance with the Requirements, or, in the case of construction plans, are structurally sufficient, prudent or in compliance with the Requirements. Failure of this Development Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

(b) Definition.

"Requirements" means:

(i) any and all laws, constitutions, rules, regulations, orders, ordinances, charters, statutes, codes, executive orders and requirements of all Governmental Authorities having jurisdiction over a Person and/or the Project Site or any street, road, avenue or sidewalk comprising a part of, or lying in front of, the Project Site or any vault in, or under the Project Site (including, without limitation, any of the foregoing relating to handicapped access or parking, the Building Code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable Fire Rating Bureau or other body exercising similar functions, and the City's Art in Public Places Ordinance);

(ii) the temporary and/or permanent certificate or certificates of occupancy issued for the Project Site as then in force;

(iii) the requirements of the City's of Miami Beach Prevailing Wage Ordinance, if applicable; and

(iv) any and all provisions and requirements of any property, casualty or other insurance policy required to be carried by Developer under this Agreement.

ARTICLE 14

DISCHARGE OF LIENS

Section 14.1 Creation of Liens.

(a) Developer shall not create, cause to be created, or suffer or permit to exist (1) any lien, encumbrance or charge upon this Agreement, the Project Site or any part thereof or appurtenance thereto, which is not removed within the time period required pursuant to Section 14.2(i); (2) any lien, encumbrance or charge upon any assets of, or funds appropriated to, Owner; or (3) any other matter or thing whereby Owner's Interest in the Premises or any part thereof or appurtenance thereto might be materially impaired. Notwithstanding the above, Developer shall have the right to execute Mortgages and other loan documents, subleases and other instruments (including, without limitation, equipment leases) as provided by, and in accordance with, the provisions of the Ground Lease.

(b) Owner shall not create, cause to be created, or suffer or permit to exist (i) any lien, encumbrance upon this Agreement, the Ground Lease or the income therefrom (except as expressly provided in the Ground Lease), the Project Site, or any part thereof or appurtenance thereto, which is not removed within the time period required pursuant to Section 14.2; (ii) any lien, encumbrance or charge upon any assets of, or funds appropriated to, Developer; or (iii) any other matter or thing whereby Developer's Interest in the Premises any part thereof or appur tenant thereto might be materially impaired.

Section 14.2 Discharge of Liens.

(a) If any mechanic's, laborer's, vendor's, materialman's or similar statutory lien (including tax liens, provided the underlying tax is an obligation of Developer by the Requirements or by a provision of this Development Agreement) is filed against the Project Site or any part thereof, or if any public improvement lien created, or caused or suffered to be created by Developer shall be filed against any assets of, or funds appropriated to, Developer or Owner, Developer shall, within thirty (30) days after Developer receives notice of the filing of such mechanic's, laborer's, vendor's, materialman's or similar statutory lien or public improvement lien, cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. However, Developer shall not be required to discharge any such lien if Developer shall have (i) furnished Owner with, at Developer's option, a cash deposit, bond, letter of credit from an Institutional Lender (in form reasonably satisfactory to Owner) or other security (such as a personal guaranty or title company indemnity) reasonably satisfactory to Owner, in an amount sufficient to pay the lien with interest and penalties; and (ii) brought an appropriate proceeding to discharge such lien and is prosecuting such proceeding with diligence and continuity; except that if, despite Developer's efforts to seek discharge of the lien, Owner reasonably believes that a court judgment or order foreclosing such lien is about to be entered or granted and so notifies Developer, Developer shall, within ten (10) days of notice to such effect from Owner (but not later than three (3) Business Days prior to the entry or granting of such judgment or order of foreclosure), cause such lien to be discharged of record or Owner may

thereafter discharge the lien in accordance with Section 18.2 and look to the security furnished by Developer for reimbursement of its cost in so doing. Notwithstanding anything to the contrary contained in this Section 14.2(a), in the case of a public improvement lien which provides for installment payments as a means of satisfying such lien, Developer shall be required only to pay, on a timely basis, all installments when due.

(b) Notwithstanding anything to the contrary contained in Section 14.2(a), if any mechanic's, laborer's, vendor's, materialman's or similar statutory lien (including tax liens, provided the underlying tax is an obligation of Developer by the Requirements or by a provision of this Development Agreement) is filed against the Project Site or any part thereof or Developer's Interest in the Premises or Owner's Interest in the Premises as a result of any action of Owner, its officers, employees, representatives or agents, Owner shall, within thirty (30) days after Owner receives notice of the filing of such mechanic's, laborer's, vendor's, materialman's or similar statutory lien, cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. However, Owner shall not be required to discharge any such lien if Owner shall have (i) furnished Developer with, at Owner's option, a cash deposit, bond, letter of credit from an Institutional Lender (in form reasonably satisfactory to Developer) or other security (such as a personal guaranty or title company indemnity) reasonably satisfactory to Developer, in an amount sufficient to pay the lien with interest and penalties and (ii) brought an appropriate proceeding to discharge such lien and is prosecuting such proceeding with diligence and continuity; except that if, despite Owner's efforts to seek discharge of the lien, Developer reasonably believes that a court judgment or order foreclosing such lien is about to be entered or granted and so notifies Owner, Owner shall, within ten (10) days of notice to such effect from Developer (but not later than three (3) Business Days prior to the entry or granting of such judgment or order of foreclosure), cause such lien to be discharged of record or Developer may thereafter discharge the lien in accordance with Section 18.2 and look to the security furnished by Owner for reimbursement of its cost in so doing.

Section 14.3 No Authority to Contract in Name of Owner.

Nothing contained in this Article 14.3 shall be deemed or construed to constitute the consent or request of Owner, express or implied, by implication or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of, the Project Site or any part thereof, nor as giving Developer any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any lien, mortgage or other encumbrance against Owner's Interest in the Premises or any part thereof or against any assets of Owner. Notice is hereby given, and Developer shall cause all Construction Agreements to provide, that to the extent enforceable under Florida law, Owner shall not be liable for any work performed or to be performed at the Project Site or any part thereof for Developer or for any subtenant or for any materials furnished or to be furnished to the Project Site or any part thereof for any of the foregoing, and no mechanic's, laborer's, vendor's, materialman's or other similar statutory lien for such work or materials shall attach to or affect Owner's Interest in the Premises or any part thereof or any assets of Owner. The foregoing shall not require Developer to request advance waivers of lien from contractors or subcontractors.

ARTICLE 15

NO LIABILITY FOR INJURY OR DAMAGE, ETC.

The provisions of Article 17 of the Ground Lease shall be applicable to this Agreement as if the references to the "Premises" in such Article 17 were references to the "Project Site".

ARTICLE 16

INDEMNIFICATION

Section 16.1 Indemnification Generally.

The provisions of Article 18 of the Ground Lease shall be applicable to this Agreement as if the references to the "Premises" in such Article 18 were references to the "Project Site"

Section 16.2 Governs Agreement.

The provisions of this Article 16 shall govern every other provision of this Agreement. The absence of explicit reference to this Article 16 in any particular provision of this Agreement shall not be construed to diminish the application of this Article 16 to such provision.

Section 16.3 Survival.

The provisions of this Article 16 shall survive the expiration of the Term of this Agreement.

ARTICLE 17

CERTIFICATES BY OWNER AND DEVELOPER

Upon request for reasonable purposes, either party shall provide a written statement to the requesting party certifying as to the relevant information required pursuant to Article 27 of the Ground Lease with respect to this Agreement and the date to which amounts payable hereunder by either party have been paid.

ARTICLE 18

RIGHT TO PERFORM THE OTHER PARTY'S OBLIGATIONS

Section 18.1 Right to Perform Other Party's Obligations.

(a) If an Event of Default shall occur, Owner may, but shall be under no obligation to, perform the obligation of Developer the breach of which gave rise to such Default, without waiving or releasing Developer from any of its obligations contained herein, provided that Owner shall exercise such right only in the event of a *bona fide* emergency or after five (5) Business Days' notice, and Developer hereby grants Owner access to the Project Site in order to perform any such obligation.

(b) If a default by Owner under this Agreement shall occur and be continuing beyond any applicable grace period, Developer may, but shall be under no obligation to, perform the obligations of Owner (other than those which are governmental as opposed to proprietary obligations) the breach of which gave rise to such default, without waiving or releasing Owner from any of its obligations contained herein, provided that Developer shall exercise such right only in the event of *a bona fide* emergency or after five (5) Business Days' notice to Owner or the City, as applicable.

Section 18.2 Discharge of Liens.

(a) If Developer fails to cause any mechanic's, laborer's, vendor's, materialman's or similar statutory lien (including tax liens, provided the underlying tax is an obligation of Developer by the Requirements or by a provision of this Development Agreement) to be discharged of record in accordance with the provisions of Article 14, Owner may, but shall not be obligated to, discharge such lien of record either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings.

(b) If Owner fails to cause any mechanic's, laborer's, vendor's, materialman's or similar statutory lien (including, tax liens, provided the underlying tax is an obligation of Developer by the Requirements or by a provision of this Development Agreement) to be discharged of record in accordance with the provisions of Article 14, Developer may, but shall not be obligated to, discharge such lien of record either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. If Developer's Interest in the Premises (or any portion thereof) is threatened or a material interest of Developer is impaired, Developer may also, if Owner has not done so (or bonded such lien), compel the prosecution of an action for the foreclosure of such lien by the lienor and the payment of the amount of the judgment in favor of the lienor with interest, costs and allowances.

Section 18.3 Reimbursement for Amounts Paid Pursuant to this Article.

(a) Any amount paid by Owner in performing Developer's obligations as provided in this Article 18, including all costs and expenses incurred by Owner in connection therewith, shall constitute additional Rental under the Ground Lease and shall be reimbursed to Owner within thirty (30) days of Owner's demand, together with a late charge on amounts actually paid by Owner, calculated at the Late Charge Rate from the date of notice of any such payment by Owner to the date on which payment of such amounts is received by Owner.

(b) Any amount paid by Developer in performing Owner's obligations as provided in this Article 18, including all costs and expenses incurred by Developer in connection therewith, shall be reimbursed to Developer within thirty (30) days of Developer's demand, together with a late charge on amounts actually paid by Developer, calculated at the Late Charge Rate from the date of notice of any such payment by Developer to the date on which payment of such amounts is received by Developer.

Section 18.4 Waiver, Release and Assumption of Obligations.

(a) Owner's payment or performance pursuant to the provisions of this Article 18 shall not be, nor be deemed to constitute, Owner's assumption of Developer's obligations to pay or perform any of Developer's past, present or future obligations hereunder.

(b) Developer's payment or performance pursuant to the provisions of this Article 18 shall not be, nor be deemed to constitute, Developer's assumption of Owner's obligations to pay or perform any of Owner's past, present or future obligations hereunder.

ARTICLE 19

EVENTS OF DEFAULT, CONDITIONAL LIMITATIONS, REMEDIES, ETC.

Section 19.1 Definition. Each of the following events shall be an "Event of Default" hereunder:

(a) an Event of Default under the Ground Lease shall have occurred and be continuing beyond any applicable cure period, including any cure period applicable to a Recognized Mortgagee; or

(b) if Developer shall default in the observance or performance of any term, covenant or condition of this Agreement on Developer's part to be observed or performed and, if no cure period is expressly provided for herein, Developer shall fail to remedy such Default within thirty (30) days after notice by Owner of such Default (the "Default Notice"), or if such a Default is of such a nature that it cannot reasonably be remedied within thirty (30) days (but is otherwise susceptible to cure), Developer shall not (i) within thirty (30) days after the giving of such Default Notice, advise Owner of Developer's intention to institute all steps necessary (and from time to time, as reasonably requested by Owner, Developer shall advise Owner of the steps being taken) to remedy such default (which such steps shall be reasonably designed to effectuate the cure of such Default in a professional manner), and (ii) thereafter diligently prosecute to completion all such steps necessary to remedy the same; or

(c) to the extent permitted by law, if Developer admits, in writing, that it is generally unable to pay its debts as such become due; or

(d) to the extent permitted by law, if Developer makes an assignment for the benefit of creditors; or

(e) to the extent permitted by law, if Developer files a voluntary petition under Title 11 of the United States Bankruptcy Code, or if Developer files a petition or an answer seeking, consenting to or acquiescing in, any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, state or other bankruptcy or insolvency statute or law, or seeks, consents to, acquiesces in or suffers the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Developer, of all or any

substantial part of its properties, or of all or any part of Developer's Interest in the Premises, and the foregoing are not stayed or dismissed within one hundred fifty (150) days after such filing or other action; or

(f) to the extent permitted by law, if, within one hundred fifty (150) days after the commencement of a proceeding against Developer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, state or other bankruptcy or insolvency statute or law, such proceeding has not been dismissed, or if, within one hundred eighty (180) days after the appointment, without the consent or acquiescence of Developer, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Developer, of all or any substantial part of its properties, or of all or any part of Developer's Interest in the Premises, such appointment has not been vacated or stayed on appeal or otherwise, or if, within one hundred eighty (180) days after the expiration of any such stay, such appointment has not been vacated; or

(g) if a levy under execution or attachment in an aggregate amount of Two Hundred Thousand Dollars ($200,000) (as adjusted for inflation in accordance with the Ground Lease) at any one time is made against the Project Site or any part thereof or rights appertaining thereto (except for a levy made in connection with actions taken by Owner (other than holding Owner's Interest in the Premises)), or this Agreement and such execution or attachment is not vacated or removed by court order, bonding or otherwise within a period of sixty (60) days, subject to Unavoidable Delays after such levy or attachment.

In the event of a Default which with the giving of notice to Developer and the passage of time would constitute an Event of Default, Owner's notice to Developer shall state with specificity the provision of this Agreement under which the Default is claimed, the nature and character of such Default, the facts giving rise to such Default, the date by which such Default must be cured pursuant to this Agreement, if applicable, and, if applicable, that the failure of Developer to cure such Default by the date set forth in such notice will result in Owner having the right to terminate this Agreement. With respect only to Development Disputes, Owner's allegation of a Default shall be subject to expedited arbitration in accordance with the provisions of Article 22, provided Developer shall initiate any such arbitration within the applicable grace period provided in this Section 19.1 or within ten (10) Business Days after receipt of Owner's notice if no such grace period is provided therein.

Notwithstanding the foregoing, no Event of Default shall be deemed to have occurred until such time as Owner shall have given Developer notice of the occurrence of an Event of Default; provided, however, if Developer shall dispute, in accordance with the provisions of Article 22, Owner's assertion that an Event of Default has occurred within ten (10) Business Days after the giving of such notice by Owner, an Event of Default shall not be deemed to have occurred and Owner shall not be permitted to exercise any rights against Developer stated herein to arise out of an Event of Default until such time as the Arbitrator or a court, if applicable, has determined that an Event of Default has occurred.

Notwithstanding anything to the contrary contained herein, Owner shall be entitled to seek any injunctive or other equitable relief that may be available to Owner during the pendency of any Default.

Section 19.2 Enforcement of Performance; Damages and Termination.

If an Event of Default occurs, Owner may elect to (a) enforce performance or observance by Developer of the applicable provisions of this Agreement or (b) recover damages for breach of this Agreement or (c) in the circumstances described in Section 19.3(a), terminate this Agreement pursuant to Section 19.3(a). Owner's election of a remedy hereunder with respect to an Event of Default shall not limit or otherwise affect Owner's right to elect any of the remedies available to Owner hereunder with respect to any other Event of Default.

Section 19.3 Expiration and Termination of Agreement.

(a) If an Event of Default occurs under the Ground Lease which results in a termination of the Ground Lease, this Agreement shall terminate. If such termination is stayed by order of any court having jurisdiction over any case described in Sections 19.1(e) or 19.1(f) or by federal or state statute, then, following the expiration of any such stay, or if the trustee appointed in any such case, Developer or Developer as debtor-in-possession fails to assume Developer's obligations under this Agreement within the period prescribed therefor by law or within thirty (30) days after entry of the order for relief or as may be allowed by the court, Owner, to the extent permitted by law or by leave of the court having jurisdiction over such case, shall have the right, at its election, to terminate this Agreement on five (5) days' notice to Developer, Developer as debtor-in-possession or the trustee. Upon the expiration of the five-day period this Agreement shall expire and terminate and Developer, Developer as debtor-in-possession and/or the trustee immediately shall quit and surrender Developer's Interest in the Premises and possession thereof.

(b) If this Agreement is terminated as provided in Section 19.3(a), Owner may, without notice, re-enter and repossess Developer's Interest in the Premises and may dispossess Developer by summary proceedings, writ of possession, proceedings in bankruptcy court or otherwise, subject to applicable Requirements.

Section 19.4 Strict Performance.

No failure by Owner or Developer to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy available to such party by reason of the other party's default or an Event of Default, shall constitute a waiver of any such Default or Event of Default or of such covenant, agreement, term or condition or of any other covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement to be performed or complied with by either party, and no default by either party, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any Default or Event of Default shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent Default. Developer's compliance

with any request or demand made by Owner shall not be deemed a waiver of Developer's right to contest the validity of such request or demand.

Section 19.5 Right to Enjoin Defaults.

With respect to Development Disputes and all other disputes, in the event of Developer's Default or an Event of Default, Owner shall be entitled to seek to enjoin the Default or Event of Default and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise, except to the extent Owner's remedies are expressly limited by the terms hereof. With respect to Development Disputes and all other disputes, in the event of any default by Owner of any term, covenant or condition under this Agreement, Developer shall be entitled to seek to enjoin the default and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise, except to the extent Developer's remedies are expressly limited by the terms hereof. Each right and remedy of Owner and Developer provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, except to the extent Owner's remedies and Developer's remedies are expressly limited by the terms hereof, and the exercise or beginning of the exercise by Owner or Developer of any one or more of the rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Owner or Developer of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, except to the extent Owner's remedies and Developer's remedies are expressly limited by the terms hereof.

Section 19.6 Remedies under Bankruptcy and Insolvency Codes.

If an order for relief is entered or if any stay of proceeding or other act becomes effective against Developer, Developer's Interest in the Premises, or Developer's interest in this Agreement, or Owner, Owner's Interest in the Premises, or Owner's interest in this Agreement, as applicable, in any proceeding which is commenced by or against Developer or Owner, as applicable, under the present or any future Federal Bankruptcy Code or in a proceeding which is commenced by or against Developer or Owner, as applicable, seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any other present or future applicable federal, state or other bankruptcy or insolvency statute or law, Owner or Developer, as applicable, shall be entitled to invoke any and all rights and remedies available to it under such bankruptcy or insolvency code, statute or law or this Agreement (except to the extent Owner's remedies and Developer's remedies are expressly limited by the terms hereof).

Section 19.7 Inspection.

Without in any way limiting Article 4, Owner and its representatives shall have the right, upon twenty-four (24) hours prior notice to Developer, to enter upon the Project Site to conduct inspections for the purpose of determining whether a Default or an Event of Default has occurred, provided that Owner shall be accompanied by a representative of Developer and provided further that such entry shall not unreasonably interfere with the Construction of the

Project. Developer agrees to make a representative of Developer available to accompany Owner on any such inspection.

Section 19.8 Owner's Default.

In the event of any default by Owner hereunder, not caused by Owner Excusable Delays (as hereinafter defined), Developer shall give Owner written notice specifying such default and Owner agrees to promptly commence the curing of such default and to cure such default within thirty (30) days after receipt of the aforesaid notice; provided, however, that if such default cannot reasonably be cured within said thirty (30) day period, then Owner shall cure any such default diligently and as quickly as reasonably practicable under the circumstances and shall have a reasonable period of time within which to cure such default so long as Owner is so proceeding. If Owner fails to cure any default during the applicable curative period, Developer, at any time after the expiration of such curative period, shall have the right to seek damages against Owner and/or to exercise any other remedy provided in this Agreement or available to Developer at law or in equity. As used herein, the term "Owner Excusable Delays" shall mean Owner's failure to perform any obligation of Owner hereunder by reason of one or more of the following causes, to-wit, governmental restrictions, regulations or ordinances (other than those restrictions, regulations or ordinances over which Owner, as a governmental entity, exercises control), strikes, lockouts, acts of God, war, terrorism, riots, gross negligence or the willful misconduct of Developer, or any other cause, similar or dissimilar to the foregoing and whether or not now in the contemplation of the parties hereto, beyond the reasonable control of Owner, other than the financial inability of Owner, provided that Owner takes reasonable steps to so minimize the effect of any such circumstance, in which event the required period for Owner's performance for any obligation hereunder shall be extended for a period equal to the length of the delay caused by such Excusable Delays. Owner agrees to make a good faith effort to notify Developer of any Excusable Delays affecting the performance by Owner of its obligations under this Agreement and the estimated delay to result therefrom.

ARTICLE 20

NOTICES, CONSENTS AND APPROVALS

Section 20.1 Service of Notices and Other Communications.

(a) In Writing. Whenever it is provided herein that notice, demand, 'request, consent, approval or other Communication shall or may be given to, or served upon, either of the parties by the other (or any Recognized Mortgagee), or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto or to the Project Site, each such notice, demand, request, consent, approval or other communication (referred to in this Section 20.1 as a "Notice") shall be in writing (whether or not so indicated elsewhere in this Agreement) and shall be effective for any purpose only if given or served by (i) certified or registered U.S. Mail, postage prepaid, return receipt requested; (ii) personal delivery with a signed receipt; or (iii) a recognized national courier service, addressed as follows:

if to Developer: New World Symphony
541 Lincoln Road
Miami Beach, FL 33139
Attention: Chief Executive Officer

with a copy to: Robert I. Weissler, Esq.
Patricia G. Welles, Esq.
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 W. Flagler Street
Suite 2200
Miami, FL 33130

if to Owner: City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: City Manager

with a copy to:

City of Miami Beach
City Attorney
1700 Convention Center Drive
Miami Beach, Florida 33139

Any Notice may be given, in the manner provided in this Section 20.1, (x) on either party's behalf by its attorneys designated by such party by Notice hereunder, and (y) at Developer's request, on its behalf by any Recognized Mortgagee designated in such request.

(b) Effectiveness. Every Notice shall be effective on the date actually received, as indicated on the receipt therefor or on the date delivery thereof is refused by the recipient thereof

(c) References. All references in this Agreement to the "date" of Notice shall mean the effective date, as provided in the preceding subsection (b).

Section 20.2 Consents and Approvals.

(a) Effect of Granting or Failure to Grant Approvals or Consents. All consents and approvals which may be given under this Development Agreement shall, as a condition of their effectiveness, be in writing, The granting by a party of any consent to or approval of any act requiring consent or approval under the terms of this Development Agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, shall not be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any other act.

(b) Standard. All consents and approvals which may be given by a party under this Development Agreement shall not (whether or not so indicated elsewhere in this Development Agreement) be unreasonably withheld or conditioned by such party and shall be given or denied within the time period provided, and if no such time period has been provided, within a reasonable time. In furtherance of the foregoing, in determining whether Owner has acted reasonably in not giving its consent or approval, the trier of fact shall take into consideration (for so long as Owner is the City or any Governmental Authority) that Owner is a political body governed by elected officials or persons that are appointed, directly or indirectly, by elected officials. Upon disapproval of any request for a consent or approval, the disapproving party shall, together with notice of such disapproval, submit to the requesting party a written statement setting forth with specificity its reasons for such disapproval.

(c) Deemed Approval.

(xi) If a party entitled to grant or deny its consent or approval (the "Consenting Party") within the specified time period shall fail to do so, then, except as otherwise provided in Section 20.2(c)(ii) below, and provided that the request for consent or approval (and the envelope in which such request is transmitted to the extent permitted by the carrier) bears the legend set forth below in capital letters and in a type size not less than that provided below, the matter for which such consent or approval is requested shall be deemed consented to or approved, as the case may be:

FAILURE TO RESPOND TO THIS REQUEST WITHIN THE TIME PERIOD PROVIDED IN THE DEVELOPMENT AGREEMENT BETWEEN CITY OF MIAMI BEACH, FLORIDA AND NEW WORLD SYMPHONY SHALL CONSTITUTE AUTOMATIC APPROVAL OF THE MATTERS DESCRIBED HEREIN WITH RESPECT TO SECTION [FILL IN APPLICABLE SECTION] OF SUCH DEVELOPMENT AGREEMENT.

Notwithstanding anything to the contrary contained in Section 20.2(c)(i) above, if the "Owner" hereunder and the matter, other than a matter referred to in Section 20.2(c)(iii) below, to be consented to or approved requires the consideration of the City Commission, as applicable (whether pursuant to requirements or the written opinion of the City Attorney) then, provided Owner gives Developer notice of such requirement within the time period provided for such consent or approval, such matter shall not be deemed approved or consented to unless Owner shall fail to respond to Developer's request by the date which is five (5) Business Days after the first regular meeting of the City Commission which occurs no earlier than ten (10) days following the receipt of such request (or second request, as applicable); but in any event not later than sixty (60) days following such request (or second request), as applicable.

(ii) Owner hereby agrees, for so long as the City shall be the "Owner" hereunder, that, subject to Requirements, the City Manager, as applicable, shall be authorized to grant consents or approvals on behalf of the City with respect to Section 2.6(c) and Article 3 and Article 7.

(iii) The foregoing provisions of this Subsection shall not be construed to modify or otherwise affect a party's right to arbitrate or litigate, as applicable, the failure of a party to act reasonably in granting or denying a request for consent or to timely respond to a request for a consent, but such right to arbitrate or litigate, as applicable, shall not serve to delay the time period within which a grant or denial of such request is required hereunder.

(d) Remedy for Refusal to Grant Consent or Approval. If, pursuant to the terms of this Agreement, any consent or approval by Owner or Developer is alleged to have been unreasonably withheld, conditioned or delayed, then any dispute as to whether such consent or approval has been unreasonably withheld, conditioned or delayed shall be settled by arbitration or litigation, as applicable. In the event there shall be a final determination that the consent or approval was unreasonably withheld, conditioned or delayed so that the consent or approval should have been granted, the consent or approval shall be deemed granted and the party requesting such consent or approval shall be entitled to any and all damages resulting therefrom, subject to the limitations provided in this Agreement.

(e) No Fees, etc. Except as specifically provided herein, no fees or charges of any kind or amount shall be required by either party hereto as a condition of the grant of any consent or approval which may be required under this Agreement (provided that the foregoing shall not be deemed in anyway to limit Owner acting in its governmental, as distinct from its proprietary, capacity from charging governmental fees on a nondiscriminatory basis).

(f) Governmental Capacity. Notwithstanding anything to the contrary contained in this Section 20.2, the City shall not be required by this Development Agreement to give its consent to any matter arising from or in connection with this Development Agreement when the City is acting in its governmental capacity.

Section 20.3 Notice of Detailed Plans.

Notwithstanding anything to the contrary contained in this Agreement (including without limitation Articles 2, 3, 4 and 5):

(a) Copies of the Detailed Plans shall be submitted to Owner's Consultant.

(b) Copies of all Notices to Owner pursuant to Articles 2, 3, 4 and 5 (whether or not such Notice includes Detailed Plans) shall be distributed to Owner's Consultant.

ARTICLE 21

FINANCIAL REPORTS AND RECORDS

Section 21.1 Books and Records, Audit Rights.

(a) Developer shall at all times during the Term keep and maintain (separate from any of Developer's other books, records and accounts), accurate and complete records pertaining to the construction of the Project and such other matters referenced in this Agreement, in accordance with the Accounting Principles with such exceptions as may be provided for in this

Agreement. Owner and its representatives shall have, during normal business hours and upon reasonable advance notice, access to the books and records of Developer pertaining to the Project for the purpose of examination and audit (including copying), including books of account properly reflecting the construction of the Project.

(b) The obligations of Developer under this Article to maintain, and to provide Owner and its representatives access to, the books and records related to the Project shall survive the expiration of this Agreement for a period of seven (7) years.

(c) The right of Owner to audit the books and records of Developer pertaining to the Project, including, without limitation, the books of account regarding the Construction Work, shall be governed by the provisions of [Article 28] of the Ground Lease as if such books and records were specifically described in such [Article 28] as being part of the "books and records" described in such [Article 28]; provided, however, copying of all such "books and records" shall specifically be allowed.

ARTICLE 22

ARBITRATION

Section 22.1 Expedited Arbitration of Development Disputes.

(a) If Developer or Owner asserts that a Development Dispute has arisen, such asserting party shall give prompt written notice thereof to the other party and to the Development Arbitrator.

(b) The Development Arbitrator shall no later than five (5) Business Days after receipt of such notice, hold a preliminary, informal meeting with Owner and Developer in an attempt to mediate such Development Dispute. If such Development Dispute shall not be resolved at that meeting, the Development Arbitrator shall at such mediation meeting establish a date, not earlier than five (5) Business Days after the mediation hearing nor later than twenty (20) Business Days after the mediation hearing for a hearing (a "Hearing") to be held in accordance with this Agreement to resolve such Development Dispute.

(c) Developer and Owner shall have the right to make one (1) written submission to the Development Arbitrator prior to any Hearing. Such submission shall be received by the Development Arbitrator and the other party not later than two (2) Business Days prior to the Hearing Date. The parties agree that no discovery (as the term is commonly construed in litigation proceedings) will be needed and agree that neither party nor the Development Arbitrator shall have discovery rights in connection with a Development Dispute.

(d) Each Hearing shall be conducted by the Development Arbitrator. It is the intention of the parties that the Hearings shall be conducted in an informal and expeditious manner. No transcript or recording shall be made. Each party shall have the opportunity to make a brief statement and to present documentary and other support for its position, which may include the testimony of not more than four (4) individuals, two (2) of whom may be outside experts. There shall be no presumption in favor of either party's position. Any procedural matter

not covered herein shall be governed by the most recent edition of the CPR Rules for the Arbitration of Business Disputes and the Florida Arbitration Code to the extent not inconsistent with the CPR Rules and this Section 22.1.

(e) The Hearings shall be held in a location selected by the Development Arbitrator in Miami-Dade County, Florida. Provided the Development Arbitrator is accompanied by representatives of both Developer and Owner, the Development Arbitrator may, at its option, visit the work site to make an independent review in connection with any Development Dispute.

(f) Once it has been determined by the Development Arbitrator or by agreement of the parties with respect to any Development Dispute that Developer's proposed modifications are material with regard to, or materially inconsistent with, the Preliminary Plans and Specifications or the Plans or Specifications pursuant to Section 3.1 the Development Arbitrator shall take into account, in determining whether Owner has acted unreasonably in failing to grant an approval or consent as described in Section 3.6(b) such factors as he deems relevant which are not inconsistent with this Agreement (including items I through 7, below), which in all events shall include the following factors:

(1) Owner does not have any approval rights with respect to the matter of interior design and decor of the Project except to the extent the same is reflected in the Preliminary Plans and Specifications or pursuant to Section 3.6(b).

(2) The Project shall be a first class cultural and educational facility constructed in a manner and with such quality as is consistent with other comparable first class projects of similar age, and set forth in the original approved Preliminary Plans and Specifications or the original approved Plans and Specifications (without regard to changes thereto).

(3) The mutual goal of Developer and Owner that Project Construction Costs overruns shall be minimized.

(4) The mutual goal of Developer and Owner that the Construction of the Project be completed within approximately five (5) years from the Possession Date.

(5) Applicability of any Requirement.

(6) The magnitude of the modification to the previously approved Preliminary Plans and Specifications or Plans and Specifications, as applicable.

(7) The magnitude of the consistency or inconsistency from the previously approved Preliminary Plans and Specifications or Plans and Specifications, as applicable.

(g) Pending resolution of the Development Dispute, Developer may not implement the matter which is the subject of such Development Dispute.

(h) The Development Arbitrator shall render a decision, in writing, as to any Development Dispute not later than two (2) Business Days following the conclusion of the Hearings regarding such Development Dispute and shall provide a brief written basis for its decision not later than five (5) Business Days thereafter. As to each Development Dispute, the Development Arbitrator's decision shall be limited to (i) whether or not Developer's proposed modification(s) to the Preliminary Plans and Specifications or the Plans or Specifications pursuant to Section 3.1 is material, (ii) whether or not Developer's proposed modification(s) to the Preliminary Plans and Specifications or the Plans or Specifications pursuant to Section 3.1(a) or (b), respectively, is materially inconsistent, (iii) whether or not Owner has unreasonably failed to approve or give its consent to any modifications to the Preliminary Plans or Specifications or the Plans and Specifications pursuant to Section 3.1(a) or (b); and/or (iv) whether or not Developer or Owner is entitled to any extension of time for performance. The Development Arbitrator may not award any other or different relief.

(i) The decision of the Development Arbitrator shall be final and binding on the parties for all purposes and may be entered in any court of competent jurisdiction.

(j) The parties shall cooperate to select an independent, neutral, professional firm having experience in the development or construction of similar cultural facilities to serve as the arbitrator (the "Development Arbitrator"). If the parties cannot agree, then any party may ask the CPR Institute for Dispute Resolution to select a substitute who will act as Development Arbitrator of that Development Dispute.

Section 22.2 Litigation.

Any dispute between the parties, other than a Development Dispute, shall be subject to litigation and not arbitration.

ARTICLE 23

OWNER'S OBLIGATIONS FOR INFRASTRUCTURE AND PARKING

Section 23.1 Construction of Infrastructure Improvements.

23.1.1 The parties acknowledge that the construction, development and use of the Project and the City Hall Parking Expansion will provide mutual benefits to both parties by enhancing the use of all of such facilities as well as of the Adjacent Property. Therefore, the parties agree to coordinate and cooperate in the planning, scheduling and approval of the design, construction and operation of these facilities.

23.1.2 As an inducement to Developer to develop and construct the Project, Owner shall, at Owner's sole cost and expense, design and construct such Infrastructure Improvements, which shall be mutually agreed to in writing by Owner and Developer, for and relating to Developer's design and construction of Developer's Improvements, as set forth herein. Owner shall undertake and complete the design, development and construction of the agreed upon Infrastructure Improvements, in such time, order and manner as Owner and Developer may mutually agree

upon. Owner shall not be obligated to fund and/or design, develop and construct any Infrastructure Improvements that have not been agreed to in writing by the City.

23.1.3 Owner agrees to and shall as expeditiously as possible design, develop, construct, operate and maintain, at Owner's sole cost and expense, the City Hall Expansion Parking.

Section 23.2 Garage.

23.2.1 Developer shall design and construct, at Owner's cost and expense as set forth in Section 23..2.2 below, the Garage to be located on the Garage Property, which Garage shall be of sufficient capacity to accommodate approximately 320 cars. Notwithstanding the preceding sentence, and as set forth in Section 2.2 herein, Developer agrees that the design of the Garage will minimize any net loss of public parking within the Development Site and, at in minimum, shall consider the incorporation of such design elements including but not limited to the addition of an extra floor.

23.2.2 Owner's contribution toward funding the construction of the Garage shall be as follows:

(i) Owner will fund (i) an amount not to exceed $12,250 per parking space for all hard construction costs, and (ii) 12.5% of the not to exceed per parking space cost in subsection (i) for all so-called "soft costs" (all hard and soft costs referred to as "Garage Costs"). The Garage Costs shall be inclusive of, but not be limited to, the City's total funding contributions for Concurrency Requirements, the City's Prevailing Wage Ordinance, if applicable, and all costs in connection with all zoning, permit matters, and requirements imposed by Governmental Authorities.

(ii) In the event that Developer's design, plans and specifications for the design, development and construction of the Garage exceed the Garage Costs, Developer shall be solely responsible for payment of all excess costs ("Excess Garage Costs").

(iii) The established not to exceed per parking space cost of $12,250 shall be adjusted at the time the Building Permit is issued for the Garage by any increase in the Consumer Price Index (CPI) Urban Consumers, Miami-Fort Lauderdale SMSA, as published by the U.S. Department of Labor's Bureau of Labor Statistics for the month of October 2003, as compared with the index for the month in which said Building Permit is issued for the Garage. In the event Developer does not receive a Building Permit for the Garage by May 30, 2007, the aforestated CPI adjustment thereafter shall be capped at an amount not to exceed five (5%) percent annually, until such time as a Building Permit for the Garage is issued.

(iv) The Parties agree to adjust the Garage Costs on the basis of the actual number of parking spaces shown on the final "as built" Plans and Specifications for the Garage, delivered at the time of completion of construction and delivery to the Owner.

(v) Owner shall pay to Developer the Garage Costs in sixteen (16) consecutive equal monthly installments, beginning on the first day of the second month following Commencement of Construction, and continuing until all of the Garage Costs determined to be due and owing as

of the time the Building Permit was issued, have been paid. Upon Developer's submission to Owner of the final "as built" Plans and Specifications for the Garage, any additional Garage Costs which may be due and owing as a result of the actual number of parking spaces constructed exceeding the number anticipated at the time the Building Permit was issued, shall be paid in full by Owner to Developer. All payments shall be made in cleared U.S. funds.

(vi) The construction of the Garage shall be deemed to have been completed in substantial accordance with the approved Plans and Specifications, as they may be modified, notwithstanding that minor adjustments may be required by Developer or minor errors or omissions may require correction, provided that such adjustments and corrections are made within a reasonable amount of time after discovery of same.

Section 23.2.3 Possession of Garage by Owner.

Entry into possession of the Garage by Owner, as evidenced by the use thereof by Owner (the date such use first occurs being the "Garage Possession Date"), will constitute acknowledgment by Owner that the Garage is in the condition in which Developer was required to deliver the Garage under the terms of this Agreement and the Lease and that Developer has performed all of its obligations relating to construction of such Garage, except for (i) those defects, if any, in construction from the Plans and Specifications, other than latent defects therein, set forth on a written list ("punch list") to be delivered by Owner to Developer within thirty (30) days after the date Developer advises Owner that the Garage is ready for possession, and (ii) those latent defects therein as to which Owner notifies Developer, in writing within twelve (12) months of the Garage Possession Date. With respect to the Garage, at the expiration of such twelve (12) month period, Developer shall assign to the Owner any warranty rights obtained from contractors, subcontractors and suppliers which remain outstanding at such time. Developer shall, upon receipt of the list referred to in subparagraph (i) hereof, commence to correct all such defects which require correction in order for the construction of the Garage to comply in substantial accordance with the approved Plans and Specifications, as modified, if applicable, and the applicable provisions of this Agreement.

Section 23.3 Adjacent Property.

The Parties acknowledge and agree that the Adjacent Property is at the time of execution of this Agreement used as a municipal surface parking lot, and because of its proximity to the Project, the manner in which the Adjacent Property is or may be used from time to time will have a direct and material effect on the use and value of the Project. In consideration of the foregoing and of the consideration reserved by it under this Agreement, Owner, covenants and agrees with Developer, its successors and assigns that:

23.3.1 Owner will not, without first obtaining the written consent of the Developer, which consent shall not be unreasonably delayed or withheld, construct any fence or barrier between the Adjacent Property and the Project except as may be required in the course of construction work, maintenance and repairs or for public safety, or make or permit substantial permanent alteration in the Adjacent Property or permit any permanent structure on the Adjacent Property which will substantially adversely affect the access to and from the Project; and

23.3.2 Owner will use all reasonable efforts to advise Developer of any proposed and/or ongoing planning and implementation efforts relating to the construction of improvements to and the use upon the Adjacent Property.

23.3.3 Developer agrees that to the extent reasonably possible, all utilities serving the Garage shall be provided through systems which are separate from those serving tenant improvements and any structures appurtenant thereto. To the extent such utilities are separately metered, Owner shall pay the cost of such utilities directly to the authority or utility providing the same. The cost of repair and maintenance of all utility systems serving the Garage shall be the sole responsibility of Owner.

Section 23.4 Park.

Owner may develop the Park or, in the alternative, another similar public amenity, including but not limited to, a pedestrian boulevard or promenade, utilizing all or a portion of the Adjacent Property, all at the sole cost and expense of Owner. In the event Owner does develop the Park, or other similar public amenity, Owner shall strive to operate and maintain the Park or other public amenity at a municipal standard of quality that will ensure its preservation as a unique and special natural resource for use and enjoyment by all residents of and visitors to the City and to the Project. The design and configuration of the Park or other public amenity shall be agreed upon by the Parties, subject to the review and approval by the City of the proposed location, amenities, layout, design and construction schedule.

Section 23.5 Additional Consideration.

Developer, in consideration of Owner's approval of the dollar ($1.00) per year that under the Ground Lease and Owner's other significant financial contributions, and in recognition of Owner's cooperation and other contributions to the success of the Project, agrees to provide each Lease Year during the Lease Term the additional benefits to Owner and to the City as described on Exhibit E attached hereto and made a part hereof.

Section 23.6 The Screen.

Developer shall design, construct and thereafter maintain the Screen, as defined in the Ground Lease, at its sole cost and expense. The Parties shall define their respective programming and operational responsibilitieswith respect to the Screen in the Ground Lease.

ARTICLE 24

INVESTIGATIONS, ETC.

To the extent required by Requirements, Developer shall cooperate fully and faithfully with any investigation, audit or inquiry conducted by any Governmental Authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by a Governmental Authority that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry. In addition, Developer shall promptly report in writing to the City Attorney of the City of Miami Beach, Florida, any solicitation, of which

Developer's officers or directors have knowledge, of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of Owner, City or other Person relating to the procurement or obtaining of this Development Agreement by Developer or affecting the performance of this Development Agreement.

ARTICLE 25

HAZARDOUS MATERIALS

Section 25.1 General Provision.

The provisions of Article 31 of the Ground Lease shall be applicable to this Agreement as if the references in such Article 31 to "Owner", "Developer" and the "Premises" were references to Owner, Developer and the Project Site, respectively.

Section 25.2 Survival.

The provisions of this Article 25 shall survive the expiration or sooner termination of this Agreement.

ARTICLE 26

MISCELLANEOUS

Section 26.1 Governing Law and Exclusive Venue.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. The exclusive venue for any expedited arbitration arising out of this Agreement shall be as specified in Article 22 herein. BY ENTERING INTO THIS AGREEMENT, DEVELOPER AND OWNER EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT AND/OR THE GROUND LEASE.

Section 26.2 References.

(a) Captions. The captions of this Development Agreement are for the purpose of convenience of reference only, and in no way define, limit or describe the scope or intent of this Development Agreement or in any way affect this Development Agreement. All captions, when referring to Articles or Sections, refer to Articles or Section in this Development Agreement, unless specified otherwise.

(b) Table of Contents. The Table of Contents is for the purpose of convenience of reference only, and is not to be deemed or construed in any way as part of this Agreement.

(c) Reference to Owner and Developer. The use herein of the neuter pronoun in any reference to Owner or Developer shall be deemed to include any individual Owner or Developer, and the use herein of the words "successors and assigns" or "successors or assigns" of Owner or Developer shall be deemed to include the heirs, legal representatives and assigns of any individual Owner or Developer.

(d) City's Governmental Capacity. Nothing in this Agreement or in the parties' acts or omissions in connection herewith shall be deemed in any manner to waive, impair, limit or otherwise affect the authority of the City in the discharge of its police or governmental power.

(e) Reference to "herein," "hereunder", etc. All references in this Agreement to the terms "herein", "hereunder" and words of similar import shall refer to this Agreement, as distinguished from the paragraph, Section or Article within which such term is located.

(f) Reference to "Approval" or "Consent", etc. All references in this Agreement to the terms "approval", "consent" and words of similar import shall mean "reasonable written approval" or "reasonable written consent" except where specifically provided otherwise.

Section 26.3 Entire Agreement, etc.

(a) Entire Agreement. This Development Agreement, together with the attachments hereto, contains all of the promises, agreements, conditions, inducements and understandings between Owner and Developer concerning the development and construction of the Project on the Project Site and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, between them other than as expressly set forth herein and in such attachments thereto or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously herewith by the parties hereto. Notwithstanding anything to the contrary set forth in this Agreement, the terms of this Agreement shall supersede the terms of any Letter of Intent. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall represent one instrument.

(b) Waiver, Modification, etc. No covenant, agreement, term or condition of this Development Agreement shall be changed, modified, altered, waived or terminated except by a written instrument of change, modification, alteration, waiver or termination executed by Owner and Developer. No waiver of any Default or default shall affect or after this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent Default or default thereof.

(c) Effect of Other Transactions. No Mortgage, whether executed simultaneously with this Agreement or otherwise, and whether or not consented to by Owner, shall be deemed to modify this Agreement in any respect, and in the event of an inconsistency or conflict between this Agreement and any such instrument, this Agreement shall control.

Section 26.4 Invalidity of Certain Provisions.

If any provision of this Agreement or the application thereof to any Person or circumstances is, to any extent, finally determined by a court of competent jurisdiction to be invalid and unenforceable, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 26.5 Remedies Cumulative.

Each right and remedy of either party provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement), and the exercise or beginning of the exercise by a party of any one or more of the rights or remedies provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement), shall not preclude the simultaneous or later exercise by such party of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement).

Section 26.6 Performance at Each Party's Sole Cost and Expense.

Unless otherwise expressly provided in this Agreement, when either party exercises any of its rights, or renders or performs any of its obligations hereunder, such party shall do so at its sole cost and expense.

Section 26.7 Mortgagee Charges and Fees.

Developer shall pay any and all fees, charges and expenses owing to a Recognized Mortgagee in connection with any services rendered by it as a depositary pursuant to the provisions of this Agreement.

Section 26.8 Time is of the Essence.

Time is of the essence with respect to all matters in, and requirements of, this Development Agreement as to both Owner and Developer including, but not limited to, the times within which Developer must commence and complete Construction of the Project.

Section 26.9 Successors and Assigns.

The agreements, terms, covenants and conditions herein shall be binding upon, and inure to the benefit of, Owner and Developer, and, except as otherwise provided herein, their respective successors and permitted assigns. If, while City is the Owner hereunder, the City shall cease to exist, the City, by its signature hereto, hereby agrees to be bound with respect to all of the terms, covenants and conditions of Owner hereunder and Developer agrees to recognize the City as Owner hereunder. There can be no assignment by Developer of its rights

or obligations hereunder or its interest in this Agreement, except Developer may assign all its rights hereunder to a Recognized Mortgagee as security for the performance of Developer's obligations under the Loan Documents. This Development Agreement, however, shall automatically transfer in connection with a transfer of Developer's (as Tenant) interest in the Ground Lease in accordance with the provisions of the Ground Lease.

Section 26.10 Notice of Defaults.

Notwithstanding anything to the contrary set forth in this Development Agreement, under no circumstances shall any party to this Development Agreement lose any right or benefit granted under this Agreement or suffer any harm as a result of the occurrence of any Default or default of such party as to which Default or default such party has not received notice thereof from the other party.

Section 26.11 No Representations.

Owner and City have made no representations herein as to the condition of the Project Site.

Section 26.12 Corporate Obligations.

It is expressly understood that this Development Agreement and obligations issued hereunder are solely corporate obligations, and, except as otherwise provided in Article 15 that no personal liability will attach to, or is or shall be incurred by, the incorporators, stockholders, officers, directors, elected or appointed officials (including, without limitation, the Mayor and City Commissioner of the City) or employees, as such, of Owner or Developer, or of any successor corporation, or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom; and, except as otherwise provided in Article 15, that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such incorporator, stockholder, officer, director, elected or appointed officials (including, without limitation, the Mayor and City Commissioner of the City) or employee, as such, or under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom are expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

Section 26.13 Nonliability of Officials and Employees.

Except as otherwise provided in Article 15, no member, official or employee of Owner shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by Owner or for any amount or obligation which may become due to Developer or successor under the terms of this Agreement; and, except as otherwise provided in Article 15, any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such Person, under or by reason of the obligations, covenants or agreements contained in this Development Agreement or implied

therefrom are expressly waived and released as a condition of, and as a consideration for, the execution of this Development Agreement.

Section 26.14 Partnership Disclaimer.

Developer acknowledges, represents and confirms that it is an independent contractor in the performance of all activities, functions, duties and obligations pursuant to this Development Agreement.

The parties hereby acknowledge that it is not their intention to create between themselves a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership or agency relationship for the purpose of developing the Project, or for any other purpose whatsoever. Accordingly, notwithstanding any expressions or provisions contained herein, nothing in this Agreement, the Ground Lease or the other documents executed by the parties with respect to the Project shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership or agency relationship of any kind or nature whatsoever between the parties hereto. The provisions of this Section 26.14 shall survive expiration of this Development Agreement.

Section 26.15 Time Periods.

Any time periods in this Agreement of less than thirty (30) days shall be deemed to be computed based on Business Days (regardless of whether any such time period is already designated as being computed based on Business Days). In addition, any time period which shall end on a day other than a Business Day shall be deemed to extend to the next Business Day.

Section 26.16 No Third Party Rights.

Nothing in this Development Agreement, express or implied, shall confer upon any Person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement; provided, however, that a Recognized Mortgagee or its Designee (as such term is defined in the Ground Lease) shall be third party beneficiaries hereunder to the extent same are granted rights hereunder.

Section 26.17 No Conflict of Interest.

Developer represents and warrants that, to the best of its actual knowledge, no member, official or employee of the City has any direct or indirect financial interest in this Development Agreement nor has participated in any decision relating to this Development Agreement that is prohibited by law. Developer represents and warrants that, to the best of its knowledge, no officer, agent, employee or representative of the City has received any payment or other consideration for the making of this Agreement, directly or indirectly, from Developer. Developer represents and warrants that it has not been paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, and attorneys. Developer acknowledges that Owner is relying upon the foregoing

representations and warranties in entering into this Agreement and would not enter into this Agreement absent the same.

Section 26.18 Recording of Development Agreement.

Within fourteen (14) days after the Parties execute this Development Agreement, the City shall record this Development Agreement with the Clerk of the Circuit Court of Miami-Dade County. The Developer shall submit a copy of the recorded Development Agreement to the State of Florida's Land Planning Agency within fourteen (14) days after this Development Agreement is recorded. This Development Agreement shall become effective only after (i) it has been recorded in the Public Records of Miami-Dade County, and (ii) thirty (30) days have elapsed after the State of Florida Land Planning Agency's receipt of a copy of the recorded Development Agreement. The Developer agrees that it shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Development Agreement as described in this Section 26.18. The provisions hereof shall remain in full force and affect during the term hereto, and subject to the conditions of this Development Agreement shall be binding upon the undersigned, and all successors in interest to the parties to this Development Agreement. Whenever an extension of any deadline is permitted or provided for under the terms of this Development Agreement, at the request of either party, the other party shall join in a short-form recordable Memorandum of Agreement confirming such extension to be recorded in the Public Records of Miami-Dade County.

Section 26.19 Duration of This Development Agreement.

The duration of this Development Agreement shall not exceed ten (10) years from the date first written above; provided, however, that the duration of this Development Agreement may be extended by mutual agreement of the Owner and Developer. During the term of this Development Agreement, the City's laws and policies governing the development of land in effect as of the date hereof shall govern development of the Land. The City may apply subsequently adopted laws and policies to the Project only if the City has held a public hearing pursuant to Section 163.3 225, Florida Statutes, and determined:

(a) they are not in conflict with the laws and policies governing this Development Agreement and do not prevent development of the land uses, intensities, or densities in this Development Agreement; or

(b) they are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement; or

(c) they are specifically anticipated and provided for in this Development Agreement; or

(d) the city demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of Development Agreement; or

(e) this Development Agreement is based on substantially inaccurate information supplied by Developer.

Section 26.20 "Key Man" Clause.

The parties herein acknowledge that Developer's selection of Gehry Partners, Ltd. as Developer's Architectural Consultant for the Project (hereinafter "Architectural Consultant") is an integral and primary consideration toward Owner's decision and incentive to approve and allow the design, development and construction of the Project on its property, and to negotiate, execute and approve this Agreement and the Ground Lease. The continuing, ongoing and active participation of the Architectural Consultant is thereby required up to and including Substantial Completion. In the event that the Architectural Consultant is no longer contractually associated with Developer, or otherwise ceases to participate in the design, development, and construction of the Project, then Developer shall immediately notify Owner, and Owner shall have prior written approval as to any replacement architect or architectural consultant subsequently offered by Developer.

[EXECUTION ON FOLLOWING PAGE]

EXECUTION

IN WITNESS WHEREOF, Owner and Developer intending to be legally bound, have executed this Development Agreement as of the day and year first above written.

WITNESSES:

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

_____

Print Name:_____

By:_____

_____

Print Name:_____

ATTEST:

By:_____[SEAL]

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this. _____ day of _____, by _____, as Mayor, and _____, as City Clerk of the CITY OF MIAMI BEACH, FLORIDA, a municipal corporation of the State of Florida, on behalf of such municipal corporation. They are personally known to me or produced valid Florida driver's licenses as identification

My commission expires:

_____

Notary Public, State of Florida
Print Name:_____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

9/5/02

City Attorney Date

WITNESSES:

THE NEW WORLD SYMPHONY, a not-for-profit Florida corporation

_____

Print Name:_____

By:_____

Howard Herring, President and CEO

_____

Print Name:_____

ATTEST:

By:_____

[CORPORATE SEAL]

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Howard Herring, as President and CEO, and _____, as Secretary, of THE NEW WORLD SYMPHONY, a not-for-profit Florida corporation, on behalf of such corporation. They are personally known to me or produced valid Florida driver's licenses as identification.

My commission expires:

_____

Notary Public, State of Florida

Print Name:_____

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List of Exhibits

Exhibit A	Legal Description of Land
Exhibit B	Legal Description of Adjacent Property
Exhibit C	Legal Description of Garage Property
Exhibit D	Preliminary Master Plan Proposed upon Development Site (to be replaced by approved Project Concept Plan)
Exhibit E	Additional Consideration from Developer
Exhibit F	Insurance Required of Developer's Contractor
Exhibit G	Schedule

EXHIBIT A

LEGAL DESCRIPTION OF LAND

EXHIBIT B

LEGAL DESCRIPTION OF ADJACENT PROPERTY

EXHIBIT C

LEGAL DESCRIPTION OF GARAGE PROPERTY

EXHIBIT D

PRELIMINARY MASTER PLAN PROPOSED UPON DEVELOPMENT SITE (TO BE REPLACED BY APPROVED PROJECT CONCEPT PLAN)

EXHIBIT E

ADDITIONAL CONSIDERATION FROM DEVELOPER

EXHIBIT F

INSURANCE REQUIRED OF DEVELOPER'S CONTRACTOR

1. Worker's compensation insurance covering all employees of the Contractor as required by the laws of the State of Florida and employer's liability insurance of not less than One Million Dollars ($ 1,000,000) per occurrence.

2. Comprehensive general liability insurance in an amount of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate covering personal injury and property damage. Such coverage shall include, but not be limited to, the following:

1. Blanket contractual liability insurance covering all indemnity or hold harmless agreements.

2. Protective liability insurance for the operation of the Independent Contractors.

3. XCU coverage (explosion, collapse or damage to underground property).

4. Products and completed operations (for two year extension beyond completion of project).

3. Excess umbrella liability insurance with a limit of not less than Twenty-Five Million Dollars ($25,000,000) per occurrence and in the aggregate in excess of the above mentioned insurance; which shall be required only in any "wrap up" policy.

a) Developer may cause the insurance listed in this subsection (i) to be provided through an overall "wrap up" policy, in lieu of individual policies provided by Contractors.

b) Comprehensive automobile insurance in an amount of not less than Two Million Dollars ($2,000,000) combined single limit for bodily injury and property damage covering all owned, non-owned or hired vehicles, trailers or semi-trailers, including any machinery or apparatus attached thereto.

4. Builder's Risk Insurance (standard "All Risk" or equivalent coverage) in an amount not less than the cost of construction, written on a completed value basis or a reporting basis, for property damage protecting Developer, Owner, Developer's general contractor, and any Recognized Mortgagee, with a deductible of not more than Fifty Thousand Dollars ($50,000), subject to adjustment for inflation (except as to flood and windstorm, with regard to which the deductible shall be a commercially reasonable amount).

5. Comprehensive automobile insurance in an amount of not less than Two Million Dollars ($2,000,000) combined single limit for bodily injury and property damage covering all owned, non-owned or hired vehicles, trailers or semi-trailers, including any machinery or apparatus attached thereto.

Exhibit 2.10 (a)

LIST OF REQUIRED DEVELOPMENT APPROVALS

EXHIBIT 3.2

PROJECT BUDGET

(To be attached upon approval thereof)

CITY OF MIAMI BEACH
NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY given that a public hearing will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, September 10, 2003, at 2:00 p.m.,** to consider the following:

TO CONSIDER APPROVING, ON SECOND READING, A PROPOSED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE NEW WORLD SYMPHONY FOR THE DEVELOPMENT OF THE SURFACE PARKING LOT, GENERALLY BOUNDED BY 17TH STREET TO THE NORTH, NORTH LINCOLN LANE TO THE SOUTH, WASHINGTON AVENUE TO THE EAST AND PENNSYLVANIA AVENUE TO THE WEST, FOR CONSTRUCTION OF AN APPROXIMATELY 50,000 SQUARE FOOT EDUCATIONAL, PERFORMANCE, AND RECORDING FACILITY WITH AN EXTERIOR SCREEN ("SOUNDSPACE"), AND AN APPROXIMATELY 320-SPACE (+/-) PUBLIC PARKING GARAGE FACILITY. SOUNDSPACE WILL CONTAIN APPROXIMATELY 21,880 SQUARE FEET OF PERFORMANCE SPACE CAPABLE OF ACCOMODATING NO MORE THAN 800 SEATS, APPROXIMATELY 8,325 SQUARE FEET OF STAGE SUPPORT SPACE, 4,650 SQUARE FEET OF TEACH AND PRACTICE SPACE AND 4,725 SQUARE FEET OF ADMINISTRATIVE-SUPORT SPACE.

Inquiries may be directed to the Economic Development Department at (305) 673-7193.

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. Copies of this ordinance are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be 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.

Miami Beach
2003

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding, or to request information on access for persons with disabilities, or to request this publication in accessible format, or to request sign language interpreters, should contact the City Clerk's office at (305) 673-7411, no later than four days prior to the proceeding. If hearing impaired, contact the City Clerk's office via the Florida Relay Service numbers, (800) 955-8771 (TTY) or (800) 955-8770 (VOICE).

Ad #0204

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution approving in substantial form, as attached hereto, and authorizing the Mayor and City Clerk, following a duly noticed public hearing, to execute a proposed Lease Agreement between the City of Miami Beach and New World Symphony, a not-for-profit organization, for the development of the surface parking lot, bounded by 17th Street to the north, North Lincoln Lane to the south, Washington Avenue to the east and Pennsylvania Avenue to the west; and 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; further approving said Ground Lease subject to and contingent upon the parties' respective bond counsel review if the Agreement.

Issue:

Concurrent with completion of the first phase of the 17th Street Master Plan study (Master Plan) by Zyscovich, Inc., in October, 2001, the Administration has been in negotiations with the New World Symphony (NWS) regarding its proposed lease of a portion of the 17th Street Surface Parking Lot to accommodate its Soundspace design concept (the Project).

In accordance with the provisions of Ordinance No. 92-2783 (Shapiro Ordinance), the lease of any City-owned property for a period of more than five years, including option years is subject a public hearing process, a planning analysis, a public bidding requirement and appraisal requirements. The Development Agreement was approved on first reading by a 6-to1 vote at a Public Hearing held on July 30, 2003. A separate Resolution on this agenda calls for approval of the Development Agreement on second and final reading. This Resolution calls for approval of the Lease Agreement between the City of the Miami Beach and the New World Symphony, following a duly noticed public hearing and authorizes the City Commission to waive, by 5/7th vote, the competitive bidding and appraisal requirements.

Item Summary/Recommendation:

The Administration recommends approving the proposed Lease Agreement between the City of Miami Beach and New World Symphony.

Advisory Board Recommendation:

Cultural Arts Council – March 7, 2003
Lincoln Road Marketing Association – March 11, 2003 and July 8, 2003
Convention Center Advisory Board – April 29, 2003
Transportation and Parking Committee - May 13 and June 3, 2003
Land Use and Development Committee – July 14, 2003
Finance and Citywide Projects Committee – April 21, June 17 and July 16, 2003
Town Hall Meeting – July 29, 2003
City Commission Public Hearing – July 30, 2003

Financial Information:

Amount to be expended:

Source of Funds:

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	aMC	Jorge

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AGENDA ITEM R7G

DATE 9/10/03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING IN SUBSTANTIAL FORM, AS ATTACHED HERETO, FOLLOWING A DULY NOTICED PUBLIC HEARING, A GROUND LEASE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE NEW WORLD SYMPHONY, A NOT-FOR-PROFIT FLORIDA CORPORATION, FOR THE LEASE OF AN APPROXIMATELY 50,000 SQUARE FOOT PARCEL OF LAND, CURRENTLY IMPROVED WITH A SURFACE PARKING LOT, IN AN AREA AS SHALL BE DETERMINED BY THE MAYOR AND CITY COMMISSION FOLLOWING APPROVAL OF A PROJECT DESIGN (AS SAID TERM IS DEFINED IN THE DEVELOPMENT AGREEMENT BETWEEN THE PARTIES), BOUNDED BY 17TH STREET TO THE NORTH, NORTH LINCOLN LANE TO THE SOUTH, WASHINGTON AVENUE TO THE EAST AND PENNSYLVANIA AVENUE TO THE WEST; AND 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; FURTHER APPROVING SAID GROUND LEASE AND THE DEVELOPMENT AGREEMENT BETWEEN THE PARTIES SUBJECT TO AND CONTINGENT UPON THE PARTIES' RESPECTIVE BOND COUNSEL'S REVIEW OF THE LEASE AGREEMENT AND THE DEVELOPMENT AGREEMENT, SAID REVIEW TO BE ON AN EXPEDITED BASIS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution

ANALYSIS

Concurrent with completion of the first phase of the 17th Street Master Plan study (Master Plan) by Zyscovich, Inc., in October, 2001, the Administration has been in negotiations with the New World Symphony (NWS) regarding its proposed lease of a portion of the 17th Street Surface Parking Lot to accommodate its Soundspace design concept (the Project). As envisioned, the proposed 50,000 square foot facility will provide state-of-the-art communication and media capabilities with a 700-seat (+/-) performance space, classroom/educational, rehearsal and broadcast space. In addition to providing a world-renowned, state-of-the-art facility, another focal point for the community, and the basis for considering the facility's location on this site, is that it will incorporate giant video screen(s) on one or more facades of the building, allowing the public to view live and recorded broadcasts from around the world. The Master Plan contemplates situating the facility on

the west surface lot, just to the north of the existing NWS Theater on Lincoln Road. On March 11, 2003, the NWS announced its hiring of world renowned architect, Frank Gehry of Gehry Partners, to design the Project. Frank Gehry will lead a consulting team that will also include Zyscovich Architects, Nagata Acoustics, Theatre Project Consultants and Donnell Consultants.

On January 8, 2003, the Administration referred an item to the Finance and Citywide Projects to specifically address several issues, including but not limited to, the lay-out and design of the proposed facility; the consideration for the ground lease; the amount of the City's contribution towards the design and construction of the parking structure to partially serve the facility's needs; the timing for the construction of replacement parking that will be displaced by the project (City Hall expansion lot); and the configuration and use of the east surface lot.

On April 21, 2003, the Administration presented a summary of preliminary terms to the Finance and Citywide Projects Committee, which has served as a basis for negotiations towards a Development and Lease Agreement. At the time, certain key issues identified above were addressed as follows:

- Design: the lay-out and design of the proposed facility has not been finalized pending Frank Gehry's review of the site and presentation of optimal siting alternatives. To this end, It should be noted that Gehry Partners will conduct a design workshop at a specially scheduled meeting of the City Commission to present preliminary design options.
- Rental: the consideration for the ground lease was discussed and the NWS proposes non-monetary contributions comprised of direct economic benefits, with an estimated value of approximately $5.7 Million, consisting of the following:
    - Educational contributions - $250,000
    - Free public presentations - $280,000
    - Smart Card discount program for residents - $4.9 Million
    - Programming of the projection screens - $200,000
    - Free concert for the City - $50,000

  Additional indirect economic impacts, include job creation, cultural economic benefits and visitor attraction and spending, in lieu of rental payments.

- Bridge Tender House: NWS' design team will explore options for relocating the Bridge Tender House from its present location in front of the Wolfsonion Building to a location near or on the development site. NWS will also pay for two full-time positions to staff the facility at an estimated value of $70,000 to $80,000, inclusive of benefits.
- Parking Cost: the amount of the City's contribution towards the design and construction of the parking structure to serve the facility's needs, in whole or in part, was discussed and the concept of the City capping its contribution at a fixed total cost and NWS assuming responsibility for any overage due to design or construction risk was supported;
- Construction Sequencing: the timing for the construction of replacement parking that will be displaced by the project (City Hall expansion lot) was also discussed and the Administration purported that negotiations contemplated replacement parking being

built prior to any displacement on the surface lots; and

- Adjacent Lot: the configuration and use of the east surface lot was also discussed and members of the public expressed concern regarding displacing ancillary parking that serves the 300 and 400 block of Lincoln Road.

The Committee passed a motion expressing their support for the proposed project and directing Administration to proceed with their efforts of securing a lease with the New World Symphony at a rental rate of one dollar a year plus the in kind economic impacts the City will receive by the completion of said project for a long term lease, contingent on the following: all displaced parking being replaced and additional parking lots/garages being built to accommodate increased parking necessities; the City will operate all new garages as part of the City of Miami Beach Parking Program; and, review by the Transportation and Parking Committee, and the Land Use and Development Committee.

Concurrent with the negotiations, the NWS has and continues with its outreach initiative, scheduling meetings with various Citywide committees to advise on the Symphony's expansion plans and to obtain community input. On July 29, 2003 a town hall meeting was held at the Lincoln Theater where the Project was well received.

On June 17, 2003, the Administration provided the Finance and Citywide Projects Committee with an updated term sheet, at which time the cost of parking remained to be negotiated, and it was reported that the intent was to have a Development Agreement drafted in time for the first reading at the Public Hearing which was held during the July 30, 2003 Commission meeting. Commissioner Smith recommended that the Agreement contain a "drop-dead date" provision, requiring that in the event the Project fails to proceed within a specified time frame from the date the NWS takes possession of the site, the site reverts back to the City. In addition, the NWS should provide evidence annually of its ongoing financial capacity to operate and maintain the Project. Additionally, the Committee asked for the following items: an update concept plan/sketch of the proposed facility and adjacent parking, incorporating the modified parking plan for the east lot with an enhanced pedestrian linkage and greenway between 17th Street and Lincoln Road, a design reflecting compatibility with the area scale and architecture, further community outreach with the area hotels and Lincoln Road businesses/property owners, and an operating pro-forma for Soundspace.

From a parking capacity perspective, the NWS in conjunction with City staff, prepared a parking capacity overview that provided a review of the existing conditions, projected future parking capacity and construction sequencing. The following chart summarizes the most current expectations revising the projected number of spaces at the 17th Street surface lots and reducing the number of projected spaces at City Hall Expansion Garage due to the potential Intermodal Component. The chart does not project the future development of the P-Lot.

Parking Lots	Existing Number Spaces	Proposed Number Spaces (low end)	Proposed Number Spaces (high end)
17th Street Surface Lots	508	320	400
City Hall Expansion Garage	152	450	600
Total	660	770	1,000
Less: Existing spaces:		660	660
Net Gain of spaces:		110	340

At the City Commission meeting on July 2, 2003, during the setting of the aforementioned Public Hearing, the Commission voted to expand the area scope of the Development Agreement, to encompass both surface lots, thereby providing Frank Gehry, the project architect and designer, a greater degree of flexibility in the design and layout of Soundspace, the parking facility, the green space and other aspects of the proposed Project.

Since this time, the Administration has been working with the NWS to finalize the Development and Lease Agreements, addressing the following issues:

- Pursuant to an analysis of comparable parking structures, the City has determined that its maximum contribution associated with the construction of NWS' estimated 320-space parking facility, shall not exceed $12,250 per space plus 12.5% for soft costs (inclusive of any Prevailing Wage requirements and all site development costs, permit and concurrency fees), subject to annual CPI escalations. NWS will pay for any incremental costs associated with Garage design and construction, thereby mitigating the City's construction risk. If ground floor commercial accessory use/retail space is required, the parties agree to meet and negotiate respective responsibilities.

- On the July 2 Commission Agenda, there was a referral item to the Planning Board concerning a proposed amendment to the "CCC" Development Regulations to allow for waiver of Development Regulations for parking so no encumbrance of Garage is required. The legislative intent is that all parking displaced by the Project shall be replaced and required parking will be provided. Consideration for this waiver will be NWS' funding for public parking costs in excess of the City's cap. The Planning Board meeting was held on July 29, 2003, where the proposed amendment was not approved. The item was subsequently brought to the City Commission on July 30, 2003, for the first of two public hearings. The Commission voted to open and continue the first hearing to September 10, 2003. On August 26, 2003, the Planning Board did not reach discussion on this item. The actual waiver will be considered at a subsequent meeting.

- In order for the NWS' plans to proceed, the City must proceed with the construction of the City Hall expansion garage. To this end, on July 30, 2003, the City Commission authorized an amendment to the existing Agreement between URS

Corporation–Southern and the City of Miami Beach to provide program management services for the design and construction of a multi-purpose municipal garage facility to be constructed in the parking lot adjacent to City Hall, in an amount not to exceed $1,003,882. CIP is also placing an item on the September 10 Commission Agenda, requesting authorization to proceed with an RFQ for programming and design aspects of the parking facility. To the extent that the City Hall Expansion Garage is not completed by May 1, 2007, NWS has requested the ability to proceed with the construction of its Project.

- Section 3.2(b) of the Development Agreement defines the minimum level of investment by the NWS relative to the hard construction costs of the Project as $40 Million, inclusive of furnishings, fixtures and equipment.

It should noted that during the Public Hearing on July 30, pertaining to the first reading of the Development Agreement, certain members of the public insisted that the NWS should consider locating its project on the surface parking lot located on the west side of the Theater of the Performing Arts. Bernard Zyscovich informed the Commission that this alternative site was not viable for a number of reasons including:

- Logistically, it would not work for the New World Symphony as instruments and other equipment would have to be transported between the Lincoln Theater and the new facility. The NWS requires Sound Space to be adjacent to Lincoln Theater.
- From an urban perspective it would not work, as one of the main objectives is to create a linkage between the Convention Center and Lincoln Road. Putting Sound Space on the TOPA lot would not achieve this objective.
- From an architectural standpoint, Frank Gehry would not be interested in pursuing project that would be constrained in between the Convention Center's loading area and the back wall of TOPA.

A letter has since been received from Frank Gehry, which further elaborates on the constraints of the alternate site. A copy of this letter will be submitted under separate cover.

The City Commission voted six-to-one to approve the Development Agreement on first reading.

In accordance with the provisions of Ordinance No. 92-2783 (Shapiro Ordinance), the lease of any City-owned property for a period of more than five years, including option years is subject to a public hearing process, a planning analysis, a public bidding requirement and appraisal requirements. The Ordinance 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. As such, the subject Lease Agreement has been notice as a public hearing and the planning analysis is attached.

Since the Ground Lease and Development Agreements have undergone extensive negotiation and numerous revisions up until the submission deadline for this Commission Agenda, it should be noted that the Agreements are being submitted in substantial form, pending final review and approval by the respective parties' bond counsels. This includes a compliance review of the Parking Revenue and Convention Development Tax (CDT) Bond provisions, of which a portion of the proceeds were used to fund the construction of the surface lots.

Based on the foregoing, the Administration recommends that the Mayor and City Commission, following the duly noticed public hearing, approve and authorize the Mayor and City Clerk, to execute a Lease Agreement between the City and the Miami Beach and the New World Symphony, for the development of the surface parking lot generally bounded by 17th Street to the North, North Lincoln Lane to the South, Washington Avenue to the East and Pennsylvania Avenue to the West; and 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.

JMG/CMC:KOB
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Attachment

TERM SHEET
Revised September 3, 2003

Owner/Landlord:	City of Miami Beach
Developer/Tenant:	New World Symphony (NWS)
Developer A/E (Designers):	Frank Gehry (collaborating w/Bernard Zyscovich) Key Man Clause has been included (Section 26.20 of Development Agreement)
Developers Corporate Status:	501(c)(3)
Development Site:	the two (2) surface parking lots, bounded by 17th street to the north, North Lincoln Lane to the south, Washington Avenue to the east and Pennsylvania Avenue to the west, defined as "Development Site" and collectively includes: "Land", "Garage Property" and "Adjacent Property". • "Land" is defined as land and air rights under Ground Lease for Soundspace project. • "Garage Property" is the land under the public garage facility within the Project. • "Adjacent Property" is the undeveloped portion of the site adjacent to the Land and Garage Property. • "Premises" is collectively the Land and Tenant Improvements. • "Landlord's Improvements" are defined as Garage, Infrastructure Improvements and City Hall Parking Expansion collectively. • "Project" is defined as Developer's Improvements and the Garage.
Project Site:	Defined as Land and Garage Property.
Legal Descriptions:	Actual legal description(s) for Soundspace and Public Garage ("Project") to be finalized upon approval of Project Design. (Recitals of Development and Lease Agreement).
Project Description:	• Approximately 50,000 sf. footprint for "Soundspace", an approximately 700 seat educational, performance & internet broadcast facility with an exterior screen

("Tenant Improvements"). (Programming of screen addressed in Section 6.5 of Lease)

- Approximately 320± space parking garage facility ("Garage Property").
- Designers will look aggressively at ability to add additional floor of parking in an effort to mitigate any net loss of parking in surface lots. (Section 2.2 of Dev. Agrmt.)
- Designers will provide Project Concept Plan(s) looking at optimal siting alternatives within the Development Site, utilizing its best efforts to (i) minimize any net loss of public parking within the Development Site, (ii) enhance pedestrian linkages between 17th Street and Lincoln Road, and (iii) optimize compatibility with existing area scale and architecture. (Section 2.2 of Dev. Agrmt.)

Project Cost/Responsibilities:

Soundspace: Minimum Hard cost contribution of $40 million inclusive of F, F & E – NWS to design and construct on ground lease w/City. (Section 3.2.6 of Dev. Agrmt.)

Parking: City will fund $12,250/per space plus 12.5% for soft costs (inclusive of any Prevailing Wage Requirements and all site development costs, permit and concurrency fees), subject to annual CPI escalations, (annual CPI capped at 5% after May 30, 2007, if building permit has not yet been obtained), as maximum contribution from City of Miami Beach for an estimated 320 spaces (with potential to maximize number of spaces). NWS will design and construct/CMB to own/operate as public municipal garage. NWS will pay for any incremental costs associated with Garage construction and design, thereby mitigating construction risk. (Section 23.2 of Development Agreement)

Parking Operations: City will own and operate garage at City set rates.

Commercial Accessory Use: A stand alone garage with frontage on street may require that 1st floor frontage is occupied by commercial accessory use i.e. retail, etc. Parties

	agree to evaluate optimal frontage uses when preliminary plans and specs are finalized and apportion the parties' responsibilities to build to the extent the frontage is not incorporated into the project. (Section 6.1 of Dev. Agrmt.)
Development Agreement Term:	Not to exceed 10 years from commencement date, and may be mutually extended by parties. (Section 26.19 of Dev. Agrmt.)
Ground Lease Term:	55 years from completion; four 10 year renewal options (Article 2 of Lease Agreement)
Parking Requirements:	City will propose amendment to CCC Development Regulations to allow for waiver of Development Regulations for parking so no encumbrance of Garage is required. (Note: The Legislative intent is that all parking shall be replaced and required parking will be provided.) Consideration for waiver will be NWS' funding for public parking costs in excess of City cap. (Not included in either Agreement)
Construction Sequencing	Commencement: - Replacement parking must be built before displacement of either parking lot for construction of garage. The City Hall Expansion Garage, must be built and completed, or an alternate acceptable replacement parking location(s) must be identified, prior to NWS's commencement of Garage and Developer Improvements. However, if the City Hall Expansion Garage is not substantially complete by May 30, 2007, NWS may proceed with possession/construction of the Developer Improvements, conditioned on the NWS having obtained a building permit and having issued a notice to proceed to its Contractor, and the City would agree to identify an alternate acceptable replacement parking locations (for instance, by segregating spaces within the P-lot. (Section 23.1.3 of Dev. Agrmt.)
Construction Staging:	Construction staging for the Project will be confined to the Project site and construction workers will park at off site location, thereby not impacting current users in 17th Street Garage or adjacent lots. (Section 5.5 of Dev. Agrmt.)

Art in Public Places (AIPP):	As the proposed Project constitutes private use on public land, the AIPP 1½% will apply to NWS project construction cost (per proposed revisions to Ordinance). However, as provided in the AIPP Ordinance, NWS may seek a waiver of all or a portion of the required appropriation from the City Commission. (Section 5.1 of Development Agreement)
Public Space in Soundspace:	NWS agrees to create a public component to the facility which educates the public on its use and provides the public with a visitor attraction even when the facility is not being utilized or a performance is not programmed. (Section 5.1 of Development Agreement)
Underground Utilities:	Developer will relocate any underground utilities on the Development site, if necessary. Parties agree to design and construct certain "Infrastructure Improvements" such as streetscape, etc. to be mutually agreed upon by the parties. (Section 23.1.2 of Development Agreement)
Construction/Permitting:	
Commencement Date:	Execution Date of Agreement
Preliminary Master Plan:	Attached to Dev. Agreement as Exhibit D
Project Concept Plan:	NWS will submit alternative Project Concept Plan no later than February 10, 2004 to be reviewed by Planning Board and approved by City Commission; (Section 2.2 of Development Agreement)
Project Design:	Approved alternative project concept plan to be approved the later of 12 months from Planning Board recommendation or October 1, 2005. (Section 2.2 of Development Agreement)
Preliminary Plans and Specs:	To be submitted within 16 months of approval of Project Design for DRB approval. (Section 2.3 of Development Agreement)
Plans and Specs:	To be submitted 14 months from DRB approval. (Section 2.4 of Development Agreement)
Building Permit:	One year from DRB approval but in any event no later than 7 years from Commencement Date (Section 4.3 of Lease and Section 2.4 of Development Agreement)
Possession Date:	City commences operation of City Hall Expansion Garage or May 30, 2007, whichever is earlier. (Section 2.5(d) of Development Agreement)
Construction Completion:	No later than 10 years from Commencement Date, subject to unavoidable delays. "Completion Deadline" as defined in Development Agreement.
Base Rent:	$1/year. (Section 3.2 of Lease Agreement)

Public Benefits:	NWS commits to provide the attached public benefits (Exhibit "C" to Lease Agreement)
Real Estate Taxes:	In the event Ad Valorem taxes are assessed, NWS will be obligated to pay as to Tenant Improvements but not as to Land (Section 3.3 of the Lease Agreement)
Bond/Finance Requirements:	Subject lots were improved utilizing County/City funding (TECCA; Convention Center and Parking Revenue Bonds). The proposed project is private use, and there is no adverse impact on the bond covenants and the tax exempt status of the bonds as there is no payment for use of the land. (Section 3.5 of Lease Agreement)
Change in Use:	If NWS ceases to operate Soundspace for the purposes contemplated under the Development Agreement and Ground Lease, or moves its principal place of business and operation from the City, an acceptable substitute public use will be mutually agreed upon by the parties or the facility will automatically revert to City, for public purpose use. (Article 6 of Lease Agreement)
Prohibited Uses:	NWS shall in no way use the facility for any purpose/use that would impair status/integrity of this and other public funds initially used to improve the lots. (Section 6.4 of Lease Agreement) Any such change in use will be treated as a default under the Ground Lease. (Article 22 of Lease Agreement)
Environmental Matters:	Property is leased "as is" and NWS is responsible for any required environmental remediation within their respective portion of the project site. Notwithstanding anything to the contrary contained herein, the NWS shall have the right to terminate the agreement prior to the Possession Date and to terminate the Development Agreement and the Ground Lease prior to the Possession Date because the costs of remediation are, in the reasonable business judgment of the NWS, render the Project economically unfeasible. City will pay for remediation costs in connection with the garage property if parties cannot agree on respective remediation costs, then the

	Agreement can terminate. (Article 31 of Lease Agreement)
Concurrency/Traffic Analysis:	NWS will be obligated to perform a traffic analysis and mitigate and meet all concurrency requirements. Notwithstanding anything to the contrary contained herein, the NWS shall have the right to terminate the agreement prior to the Possession Date and to terminate the Development Agreement and the Ground Lease prior to the Possession Date, because the Project cannot meet concurrency requirements or the costs of concurrency mitigation are, in the reasonable business judgment of the NWS, render the Project economically unfeasible. (Section 2.6 of Development Agreement)
Right of First Refusal:	City has the right of first refusal to purchase NWS's interest in the Premises. (To be inserted in Lease Agreement)
Right to Mortgage:	NWS may mortgage its leasehold interest but cannot encumber City's fee simple interest. (Article 11 of Lease Agreement)
Sale, Assignment, Transfer & Subletting:	No sale, assignment or transfer will be permitted, other than a foreclosure transfer. Subleases permitted only consistent with permitted uses and not permitted without prior written approval of City. (Article 10 of Lease Agreement)
Performance Rentals:	Facility may be rented for performances or events by other organizations/corporations without prior written consent of City. ("Sublease(s)" Definition in Lease Agreement)
Covenant to fund Operations:	NWS will provide evidence annually of its ongoing financial capacity to operate and maintain Soundspace. NWS must also provide an annual budget prior to the beginning of each fiscal year with a rolling five year projection and an Annual Review by an independent financial professional, acceptable to City. NWS will provide an annual certified audited financial statement. (Proforma attached) (Section 6.3 of Lease Agreement)

Performance Bond:	Prior to commencement of construction, NWS shall cause G.C. to furnish City with payment and performance bond or Letter of Credit. (Section 2.4(f) & 2.4(g) of Development Agreement)

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EXHIBIT C

Soundspace Impact Statement
Revised August 2003

The creation and operation of Soundspace will provide significant benefits to the City of Miami Beach and its citizens. As described below, the returns to Miami Beach, in terms of revenues, jobs, publicity, education, culture, and business opportunities will far outweigh its investment in land, additional parking and, should it be realized, the costs of creating and operating a surrounding park. Soundspace will also provide the New World Symphony with unique opportunities to expand its educational and cultural activities to benefit every citizen of Miami Beach. The most significant of these opportunities include:

Soundspace Smart Card
Corresponding with the opening of Soundspace, the link with residents of Miami Beach and the cultural community will be a "Smart Card". Working together, the City of Miami Beach and NWS will create a redemption and distribution system for these cards. All cardholders will have frequent, discounted access to selected Soundspace presentations and other Miami Beach cultural venues. The Smart Card program will be publicized prominently in the opening season of Soundspace in hopes that it would become a new and efficient way to promote and track increased attendance for NWS and other Miami Beach cultural organizations.

NWS currently presents, and will continue to present over 16 free concerts and 36 paid-admission concerts annually. Soundspace will allow NWS to expand its offerings to the public, including the development of a series of short presentations, ranging from 15 to 20 minutes to as long as an hour, that will combine local live music making with electronic transmissions from all major music centers in this country and around the world. Internet2 also makes it possible to broadcast musical events from other parts of the world that would not necessarily use NWS fellows and coaches. Assuming each presentation could be repeated eight times per weekend over ten weekends of the season, this totals 80 new events in the inaugural season of Soundspace. NWS might charge $5 per adult admission to these presentations, but they would be free to Smart Card holders, providing Miami Beach residents up to $280,000 in value annually.

Each Smart Card will also hold $50 of value that can be applied for discounts to select ticketed Soundspace offerings. Given the current population, this puts $4.9 million directly into the hands of Miami Beach residents.

NWS will work with the appropriate City of Miami Beach departments to incorporate similar discounts to other select cultural organizations to enhance the value of the Smart Card for a citywide marketing effort with trackable annual performance measures.

NWS in the Schools
NWS currently offers mentoring opportunities to students in Miami Beach schools with programs such as the Music Mentor Program, In-School Performances and Instrumental Coaching Sessions. Area elementary and middle schools often host In-School Performances while NWS fellows frequently coach students at Miami Beach Senior High. The use of Internet2 by NWS in master classes and concert settings provides students with greater accessibility to artists and composers around the world.

In preparation for the opening of Soundspace, NWS proposes to meet with representatives of every Miami Beach school to develop customized educational programs for the benefit of their students. Using the worldwide reach of Internet2, Soundspace will provide Miami Beach students with greater access to artists and teachers from around the world. Skill-based instrumental training, broader work in the social context of artistic activity, and exposure to cutting edge technology will stimulate the imaginations of each and every student in the Miami Beach school system. These activities will take place in Soundspace as well as in the individual schools. The commitment of NWS resources for these programs will exceed $250,000 annually.

Video Programming for Park
NWS is prepared to provide regular video programming for the park throughout the year. This programming will take many formats, from broadcasting entire NWS concerts and portions of concerts, to special events and other creative video presentations. Programming for the park will also feature other cultural organizations, local to international, and can include anything from dance to film to other forms of musical and visual art presentation. The commitment of NWS resources for this programming will be at least $200,000 annually. The City of Miami Beach will work with NWS to develop specific seasonal events programming by other Miami Beach cultural organizations, at their expense, particularly for the summer season, whether or not such programming actually includes NWS.

Concerts for the City
With the opening of Soundspace, NWS would be pleased to provide at least one full orchestra concert annually for the direct benefit of the City of Miami Beach. Whether this takes the form of a holiday concert for Miami Beach residents, a special concert for City employees, or is part of a major joint promotional and/or fundraising event for Miami Beach's cultural arts program(s), the possibilities are endless. Based on fees NWS commands for performances while on tour, each such concert is worth at least $50,000 to the City.

Bridge Tender House
As currently envisioned, the Bridge Tender House is to serve as a central place for the public to obtain information about, and/or purchase tickets to events being held by Miami Beach-based cultural organizations. NWS' architect will explore options for locating the Bridge Tender House on or near the development site. Regardless of the selected location, NWS will provide the necessary professional staff to operate the Bridge Tender House during regular opening hours, to be mutually decided upon with the City. NWS will work with the City and other cultural organizations to identify a corps of volunteers that could serve as additional support staff. Assuming the Bridge Tender House is open from noon to midnight seven says a week, two full-time positions would be valued at $70,000 to $80,000 annually, inclusive of benefits. All other operating expenses of the Bridge Tender House – utilities, maintenance, insurance, etc. – will remain the City's responsibility.

Leveraging NWS Investment in its Technology Infrastructure
There are multiple opportunities for the City to utilize NWS' planned technology infrastructure in ways that would directly benefit the City and its employees. These opportunities could include:

- Using Soundspace as a venue for City employees to participate in remote seminars or other professional development sessions at least two to four times annually without the payment of any rental fee (direct out-of-pocket costs incurred in connection with such uses shall be paid by the City). An example of this might be having the City's Fire and Police Departments participate in training courses provided by the federal Department of Homeland Security without the City having to incur the expense of sending personnel to another city. Another example would be providing broader participation to City employees at conferences around the country, again without the cost of travel, hotels and per diem for each person. These opportunities will be subject to the scheduling needs of NWS. Since these are opportunities that must be explored, their value cannot be quantified at the present time.
- Using Soundspace as an enhancement to the Convention Center and incorporating it into the Convention Center's marketing materials as appropriate. Clients desiring or requiring sophisticated Internet and video capabilities will have the opportunity to rent Soundspace. This will increase opportunities for the Convention Center to attract more business that either might go elsewhere, or require significantly higher costs for equipment rental. The value to the city can be measured in terms of additional convention business.
- Upgrading the City's IT infrastructure capacity at far less than market value. NWS could make available to the City the extremely high bandwidth capacity planned for Soundspace. This capacity will be measured in multi-gigabits, possibly at the OC12 or higher level. This will provide an opportunity for the City to link its IT system to the Internet via NWS' connection. While there would still be investment by the City for its own equipment and making the connections to NWS, the bandwidth costs will be a fraction of what they otherwise would be if the City were to purchase the same capacity on its own. At current costs, this capacity is easily valued in excess of $100,000 annually.

Soundspace will also provide other direct and indirect benefits to the City of Miami Beach. These include:

Economic Impact

- NWS will invest a minimum of $40 million in the construction of Soundspace. The construction phase will generate additional jobs and income for the local community. NWS will partner with the City of Miami Beach to explore, develop, purchase, and maintain appropriate RIMS II Multipliers from the *US Department of Commerce, Bureau of Economic Analysis* in order to calculate the annual impact this project will have on the local economy.

- Using published multiplier statistics for estimating economic value based on local spending, NWS' current operating expenditures of $7.3 million supports close to 300 full-time equivalent jobs in the Miami-Dade County region generating personal income of nearly $7 million, and over $300,000 in direct local government revenue each year. Much of this impact accrues directly to Miami Beach. Once constructed, Soundspace will increase NWS' operating budget by close to $2 million annually, creating over 75 new jobs and nearly $2 million in personal income for Miami-Dade and increasing government revenues proportionately. These figures do not include the impact of audience ancillary spending, which is discussed below.

- NWS already brings over 20,000 visitors to Miami Beach each year to experience live concerts. While a certain amount of concert activity will shift from the Lincoln Theatre to Soundspace, overall concert activity will increase. NWS expects the new facility to have a positive affect on concert attendance, by drawing more local residents and an increased number of visitors. To be designed by a world-renowned architect, the facility itself will become a destination for many people.

    - According to the "2001 Profile of Visitors to Greater Miami and the Beaches," published by the *Greater Miami Convention and Visitors Bureau*, South Beach ranks as the #1 destination for all visitors to South Florida. Using statistics published by the GMCVB, a modest increase of 10,000 visitors could generate in excess of $2 million in additional visitor spending on lodging, meals, transportation, entertainment and shopping per year, more than half of which would likely be spent directly on Miami Beach.

    - *American's for the Arts* June 2002 publication "Arts & Economic Prosperity" identified cultural tourists as being far more lucrative to local markets than traditional tourists – they spend nearly 40% more, are more inclined to use hotels and stay longer, and are more likely to shop. Using these figures, the 10,000 additional visitors cited above could generate significantly more additional visitor spending than as calculated using GMCVB statistics.

- The national *American's for the Arts* study cited above was based on in-depth market research in 91 communities nationwide, including Miami-Dade County. According to the Miami-Dade County Cultural Affairs Council, the 128 Miami-Dade based, non-profit cultural organizations generate economic activity – including the value of voluntary services and capital expenditures – of $2.69 for each dollar they spend. Using this multiplier, Soundspace should generate nearly $100 million in economic activity during its construction and first year of operation and over $5 million annually thereafter.

- While recognizing that Miami Beach is already a well-established tourist destination, it is instructive to note that the activities of the Guggenheim Museum in Bilbao generated a four-fold increase in direct tourist expenditures, area GDP and jobs for the Basque Country in 1997, the year the facility opened, and this increased level of economic impact has been sustained each succeeding year. Bilbao has now become a major tourist destination. Given the number of visitors to South Florida and the percentage that cite South Beach as their #1 destination, even a modest increase in the number of visitors to South Florida will provide substantial and direct benefits to the economy of Miami Beach. It is not difficult to argue that South Beach will see its share of domestic and international visitors increase substantially more than cited above once a signature building is constructed.

- If a park is constructed to surround a Soundspace fitted with a giant exterior screen, the local economy will receive a further boost, as park activities and screen broadcasts will draw more and more people to the northern edge of the Art Deco District, directly benefiting the merchants and restaurants in the Lincoln Road area.

Publicity

The work of an internationally recognized architect designing a signature building should generate articles in the top 50 American and the top 100 international daily newspapers, as well as coverage by all major feature, news, travel, and lifestyle magazines. With each national and international article about Soundspace, Miami Beach will increase its market penetration. This coverage will begin with the announcement of the architect and continue for at least a decade after completion of the building. Press coverage for new music presentation formats will be equally powerful with major musical figures joining New World fellows and guest artists through Internet2 transmissions. Examples of cultural marketing enhancing city and/or regional tourism include the Philadelphia Art Museum, MassMOCA, Boston Museum of Fine Art, and the Guggenheim Museum in Bilbao, Spain.

Culture
Existing and new Miami Beach arts organizations will have the opportunity to use Soundspace, thereby expanding and enriching their cultural activities. The Lincoln Theatre will also become a more accessible venue for other arts organizations, contributing to the City's reputation as a major arts-friendly community. By shifting certain concert activity to Soundspace, NWS will free up prime dates within the calendar for use by other arts organizations. NWS regularly limits or turns away dozens of organizations each year, from the Miami Symphony Orchestra, the Miami Film Festival and the Florida Philharmonic, to many independent organizations, who at present cannot get some or all of the dates they want due to NWS activities. NWS would be pleased to work with the City of Miami Beach to offer reduced rental rates at the Lincoln Theatre for small or emerging arts organizations as part of the City's cultural facilities management program.

Business
The City of Miami Beach and the Convention Center will have access to Soundspace for an agreed number of events per year. No other city government or convention center will have access to media as powerful as Internet2. NWS, the City, the Convention Center, and the Greater Miami Convention & Visitors Bureau can work together to market the destination bringing leaders in all fields to selected events in the Soundspace facility. Convention related events could be staged each year to promote the Center to potential clients and/or add value to the conventions that choose Miami Beach. The first use allows the Convention Center to increase its visibility without the cost of staff travel. The second addresses the ever increasing demand for high speed, high quality communications, branding the Miami Beach Convention Center one of the most unique in America. NWS will collaborate with the City of Miami Beach, Convention Center, and the Greater Miami Convention & Visitors Bureau to create a strategic business plan to incorporate Soundspace into future convention proposals.

Summary
NWS will invest at least $40 million in the building and development of Soundspace, and increase its operating budget by an estimated $2 million annually. Rapid improvement in technology will require steady high-cost capital and operating investment. Standard economic analysis demonstrates that the impact these investments will have on the local economy will be significant. This commitment of resources by a cultural institution is unprecedented in Miami Beach. If NWS is to make the most of this opportunity going forward, we need the City of Miami Beach to be a full contributing partner. The returns to Miami Beach, in terms of revenues, jobs, publicity, education, culture, and business opportunities will far outweigh its investment in land, additional parking and, should it be realized, the costs of creating and operating a surrounding park.

15-Jul-03 [NWS Financials.xls]

NEW WORLD SYMPHONY
FINANCIAL SUMMARY

	ACTUAL FY99-00	ACTUAL FY00-01	ACTUAL FY01-02	(9) PROJECTED FY02-03	APPROVED BUDGET FY03-04	SOUND SPACE ONLY FY08-09
REVENUES						
Earned Income (1)	923,759	907,998	871,670	952,447	962,068	0
Contributed Income	2,556,111	2,842,344	2,837,306	2,880,040	3,067,000	0
Endowed Income (2)	3,479,573	3,602,329	3,576,248	3,478,128	3,224,399	2,100,000
Tours & Other (3)	227,716	367,635	0	0	827,500	0
Total Revenues	7,187,159	7,720,306	7,285,224	7,310,615	8,080,967	2,100,000
EXPENSES						
Core Programs (4)	4,075,356	4,514,373	4,251,063	4,280,242	4,211,424	1,000,000
Fundraising	642,781	652,664	708,218	770,223	749,135	150,000
Marketing & Publicity	494,241	669,546	440,244	442,829	396,574	100,000
Facilities (5)	744,896	812,445	877,021	981,734	1,022,897	750,000
Administrative and Other	1,004,702	1,071,253	871,732	835,553	873,437	100,000
Tours & Other (6)	225,156	0	136,916	0	827,500	0
Total Expenses	7,187,132	7,720,281	7,285,194	7,310,581	8,080,967	2,100,000
SURPLUS (DEFICIT) (7)	27	25	30	34	0	0
ENDOWMENTS (FYE) (8)	82,822,077	67,077,268	55,721,370	56,588,000		42,000,000

NOTES

1) Fluctuations based on # of ticketed concerts
2) 5% of multi-quarter trailing average
3) Includes IRS refund
4) Artists, orchestra, coaching, community engagement, Internet2
5) Excludes separately funded capital improvements
6) Includes executive search expenses
7) No operating deficits since inception in 1987; unqualified audits for all years can be povided
8) Net of contribution to NWS; inclusive of new gifts
9) FY03 results not yet final

ATTACHMENT 4 – OPERATING PROFORMA

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN SUBSTANTIAL FORM, AS ATTACHED HERETO, FOLLOWING A DULY NOTICED PUBLIC HEARING, A GROUND LEASE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE NEW WORLD SYMPHONY, A NOT-FOR-PROFIT FLORIDA CORPORATION, FOR THE LEASE OF AN APPROXIMATELY 50,000 SQUARE FOOT PARCEL OF LAND, CURRENTLY IMPROVED WITH A SURFACE PARKING LOT, IN AN AREA, AS SHALL BE DETERMINED BY THE MAYOR AND CITY COMMISSION FOLLOWING APPROVAL OF A PROJECT DESIGN (AS SAID TERM IS DEFINED IN THE DEVELOPMENT AGREEMENT BETWEEN THE PARTIES), BOUNDED BY 17TH STREET TO THE NORTH, NORTH LINCOLN LANE TO THE SOUTH, WASHINGTON AVENUE TO THE EAST AND PENNSYLVANIA AVENUE TO THE WEST; AND 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; FURTHER APPROVING SAID GROUND LEASE AND THE DEVELOPMENT AGREEMENT BETWEEN THE PARTIES SUBJECT TO AND CONTINGENT UPON THE PARTIES' RESPECTIVE BOND COUNSEL'S REVIEW OF THE LEASE AGREEMENT AND THE DEVELOPMENT AGREEMENT, SAID REVIEW TO BE ON AN EXPEDITED BASIS.

WHEREAS, concurrent with completion of the first phase of the 17th Street Master Plan study by Zyscovich, Inc., in October, 2001 (Master Plan), the Administration has been in negotiations with the New World Symphony (NWS) regarding its proposed lease of an approximately 50,000 square foot parcel of land, to be identified on a portion of the 17th Street Surface Parking Lot, to accommodate the development and construction of an approximately 50,000 square foot educational, performance, and internet broadcast facility with an exterior screen, referred to as "Soundspace"; and

WHEREAS, concurrent with the negotiations of the aforestated Ground Lease, the City and NWS have also negotiated a Development Agreement, which along with the Ground Lease, will govern and set forth the parties' responsibilities relative to the design, development, construction, operation and maintenance of Soundspace, as well as an adjacent 320(+/-) public parking garage facility; and

WHEREAS, concurrent with the negotiations, the NWS has and continues with its outreach initiative, scheduling meetings with various Citywide committees to advise on the Symphony's expansion plans and to obtain community input relative to the proposed Project; and

WHEREAS, since January, 2003, NWS has presented its plans and proposed terms before the Cultural Arts Council, the Lincoln Road Marketing Association, the Convention Center Advisory Board, the Tuesday Morning Breakfast Club, the Parking and Transportation Committee, the Land Use and Development Committee and the Finance and Citywide Projects Committee; and

WHEREAS, on July 2nd , 2003, the City Commission voted to expand the scope of the Development Agreement to encompass the east surface lot as well, in order to provide the NWS' Architect, Gehry Partners, Ltd., with greater flexibility in the design of the Project; and

WHEREAS, on July 30, 2003, following a duly noticed Public Hearing, the Development Agreement was approved by the City Commission on first reading; further, it is the Administration's intent to present the Development Agreement for second and final reading, concurrent with the Ground Lease attached herein; and

WHEREAS, in accordance with the provisions of Ordinance No. 92-2783 (Shapiro Ordinance), the lease of any City-owned property, including this Ground Lease, for a period of more than five years, including option years, is subject to a public hearing process, a City Planning Department analysis, a public bidding requirement, and appraisal requirements; the Ordinance 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.

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 notice public hearing, hereby approve in substantial form, as attached hereto, a Ground Lease Agreement between the City of Miami Beach and the New World Symphony, a not-for-profit Florida Corporation, for the lease of an approximately 50,000 square foot parcel of land, currently improved with a surface parking lot, in an area, as shall be determined by the Mayor and City Commission following approval of a project design (as said term is defined in the Development Agreement between the parties), bounded by 17th Street to the North, North Lincoln Lane to the South, Washington Avenue to the East and Pennsylvania Avenue to the West , for construction of an approximately 50,000 square foot educational, performance, and internet broadcast facility with an exterior screen ("Soundspace"), and an approximately 320-space (+/-) public parking garage facility; and 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; further approving said Ground Lease and the Development Agreement between the parties, subject to and contingent upon the parties' respective bond counsel's review of the Ground Lease Agreement and the Development Agreement, said review to be on an expedited basis.

PASSED and **ADOPTED** this ____ day of September, 2003.

_____
MAYOR

ATTEST:

_____
CITY CLERK

JMG:CMC:kob

T:\Agenda\2003\Sep03\NWS_DevAgreement_res.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

9/5/03
City Attorney **Date**

AGREEMENT OF LEASE

between

CITY OF MIAMI BEACH, FLORIDA
(Landlord)

and

NEW WORLD SYMPHONY
(Tenant)

Dated as of _____, 2003

SoundSpace Project

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AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE, dated as of the ____ day of _____, 2003, by and between the **CITY OF MIAMI BEACH, FLORIDA,** a municipal corporation duly organized and existing under the laws of the State of Florida, as Landlord, and **NEW WORLD SYMPHONY**, a Florida not-for-profit corporation, as Tenant.

RECITALS

A. Tenant has submitted a proposal to develop, construct and operate an approximately 700 seat state-of-the-art performance, cultural, educational facility, and internet broadcast facility now known as "SoundSpace", having a footprint of approximately 50,000 square feet, to be used by Tenant and others for musical and other cultural performances, education, rehearsals, and broadcasts, and other permitted uses. SoundSpace shall include the amenities more particularly described in the Tenant's Improvements" herein. The descriptions of the amenities contained in these recitals are for illustrative purposes only, and where in conflict, the "Construction Documents" (as defined herein), as based on the Development Agreement between Tenant, as Developer, and Landlord, as Owner, shall control.

B. In order to create a significant educational and cultural facility for the use and enjoyment of the residents of the City of Miami Beach ("City") and of the general public, and, further, in consideration of Tenant's status as a not for profit organization which has enriched and shall continue to enrich the cultural and educational fabric of the City of Miami Beach, Landlord has determined that it is in the best interest of the City to accept Tenant's proposal and to enter into an agreement with Tenant to demise, lease and let unto Tenant for the term and upon the conditions hereinafter stated, that certain real property described on Exhibit A attached hereto and made a part hereof, which consists of approximately _____ square feet of land, currently improved with a surface parking lot, located in the City of Miami Beach, Miami-Dade County, Florida, together with all appurtenances to such land, including, without limitation, all vegetation, air rights, easements, rights-of-way or appurtenances owned by Landlord and held in connection with such land, and all rights of Landlord in and to any streets, sidewalks, alleys and land lying in the bed of existing or proposed streets adjacent to such land (collectively, the "Land") for the Term (as defined herein), and Tenant desires to accept such demise and lease, all subject to the covenants, agreements, terms and conditions hereinafter set forth. (The exact legal description is not yet determined. Tenant shall submit a survey to Landlord for its verification and approval evidencing the correct legal description which will be attached when the Project Design is selected by the Commission.)

TERMS OF AGREEMENT

NOW, THEREFORE, it is hereby mutually covenanted and agreed by and between the parties hereto that this Lease is made upon the terms, covenants and conditions hereinafter set forth.

Article 1- Definitions

Section 1.1 Definitions.

For all purposes of this Lease the terms defined in this Article I shall have the following meanings and the other provisions of this Article I shall apply:

"Accounting Principles" means generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants, except as otherwise provided by this Lease, with such changes as Landlord and Tenant shall mutually agree are consistent with this Lease in order to reflect technologies and methodologies not addressed in the Accounting Principles.

"Adjacent Property" means the parcel of land owned by Landlord immediately adjacent to the Land, which shall be legally described upon approval of the "Project Design" (as said term is defined in the Development Agreement) by the Mayor and City Commission attached as Exhibit B and made a part hereof [The exact legal description not yet determined. Correct legal description will be attached when the Project Design is selected by the Commission.].

"Alterations" has the meaning provided in Section 13.4(a).

"Base Rent" has the meaning provided in Section 3.2(a).

"Bonds" shall mean those certain bond issues described below:

City of Miami Beach, Florida Parking Revenue Refunding Bonds, Series 1996 A

Dade County, Florida Special Obligation and Refunding Bonds, Series 1996 B

"Building Equipment" means all installations incorporated in, located at or attached to and used or usable in the operation of, or in connection with, the Premises and shall include, but shall not be limited to, machinery, apparatus, devices, motors, engines, dynamos, compressors, pumps, boilers and burners, heating, lighting, plumbing, ventilating, air cooling and air conditioning equipment; chutes, ducts, pipes, tanks, fittings, conduits and wiring; incinerating equipment; elevators, escalators and hoists; washroom, toilet and lavatory plumbing equipment; window washing hoists and equipment; and all additions or replacements thereof, excluding,

however, any personal property which is owned by subtenants, licensees, concessionaires or contractors (except to the extent any of the foregoing are Affiliates of Tenant).

"Business Day" or **"business day"** means a day other than Saturday, Sunday or a day on which banking institutions in the State of Florida are authorized or obligated by law or executive order to be closed and are, in fact, closed.

"Bond Counsel" [to be inserted]

"Casualty Restoration" has the meaning provided in Section 8.2(a).

"Certificate of Occupancy" means the document by that name that is required prior to the occupancy of any premises by Section 307.1 of the South Florida Building Code as amended from time to time; provided, however, that such definition shall not apply to a temporary certificate of occupancy if issued only for a period not to exceed twelve (12) months prior to the Project receiving a final Certificate of Occupancy. Such term shall include both a Temporary Certificate of Occupancy ("TCO") and a final certificate of occupancy ("Final CO"), as the context may require.

"City" means the City of Miami Beach, Florida, a municipal corporation duly organized and existing under the laws of the State of Florida.

"City Commission" means the Mayor and City Commission of the City of Miami Beach, Florida the governing body of the City, or any successor commission, board or body in which the general legislative power of the City shall be vested.

"City Manager" means the chief administrative officer of the City, or his or her designee.

"City Hall Parking Expansion" means the expansion by Landlord, at its sole cost and expense, of the existing City-owned parking facility located behind City Hall ("Expansion Property") from its current parking capacity to approximately 800 parking spaces.

"CO Date" means the date on which Tenant receives a Certificate of Occupancy for the Project.

"Commencement Date" shall mean the date this Ground Lease and the Development Agreement commence, which shall be the date of execution of this Lease, and upon satisfaction of the requirements of Section 26.18 of the Development Agreement.

"Condemnation Restoration" has the meaning provided in Section 9.2(b).

"Consenting Party" has the meaning provided in Section 23.2(c)(i).

"Construction Commencement Date" has the meaning provided in the Development Agreement.

"Construction Documents" means the final working drawings and specifications including definitive architectural and landscape architectural drawings, foundation and structural drawings, electrical and mechanical drawings, and plans for all lighting facilities affecting the exterior appearance of the Project.

"Construction Work" means any construction work performed under any provision of the Development Agreement or this Lease affecting the Premises, including, without limitation, the initial construction of the Project, and any Restoration, Alteration or other construction work performed in connection with the use, maintenance or operation of the Premises.

"Date of Taking" has the meaning provided in Section 9.1(c)(i).

"Debt" means the principal amount of debt and interest thereon secured by Tenant's Interest in the Premises, together with any other amounts owed by Tenant under a Recognized Mortgage to a Recognized Mortgagee. In addition, Debt shall include any debt obtained in connection with (i) a required Casualty Restoration or Condemnation Restoration, as applicable, if the Net Insurance Proceeds are, or the Net Condemnation Award is, inadequate to achieve the required Casualty Restoration or Condemnation Restoration, as applicable, and (ii) any advances made by a Recognized Mortgagee with respect to Tenant's Interest in the Premises for the payment of taxes, assessments, insurance premiums or other costs incurred for the protection of Tenant's Interest in the Premises or the liens created by the Recognized Mortgage, and reasonable expenses incurred by such Recognized Mortgagee, by reason of a default by Tenant under such Recognized Mortgage or under this Lease.

"Default" means any condition or event, or failure of any condition or event to occur, which constitutes, or would after the giving of notice and lapse of time (in accordance with the terms of this Lease) constitute, an Event of Default.

"Default Notice" has the meaning provided in Section 22.1(b).

"DEP" means the State of Florida Department of Environmental Protection.

"DERM" means the Miami-Dade County Department of Environmental Resources Management.

"Development Agreement" means the agreement entered into by Landlord, as Owner and Tenant, as Developer, dated concurrently herewith, setting forth the parties' respective obligations in connection with the design, permitting, preparation of final plans and specifications, construction and development of the Project.

"Development Budget" has the meaning provided for "Project Budget" in Section 3.2 of the Development Agreement.

"Environment" has the meaning provided in Section 31.1(c).

"Environmental Compliance" has the meaning provided in Section 31.5.

"Environmental Condition" has the meaning provided in Section 31.1(d).

"Environmental Damages" has the meaning provided in Section 31.1(e).

"Environmental Laws" has the meaning provided in Section 31.1.

"Environmental Remediation" has the meaning provided in Section 31.10.

"EPA" means the Environmental Protection Agency of the United States.

"Event of Default" has the meaning provided in Section 22.1.

"Expiration of the Term" means the expiration of the Term of this Lease, as the Term may be extended in accordance herewith, or such earlier date as this Lease may be terminated as provided herein.

"Extended Term" means four (4) successive periods of ten (10) years each, each such period being herein sometimes referred to as an "Extended Term," as further described in Section 2.2 herein.

"Fair Market Rent" means the rent that the Land would bring if it were raw and unimproved (i.e., all then-existing Improvements shall be disregarded) and if it were available for use only for the same uses as the Land as it is then being used, in a competitive and open market under all conditions requisite to a fair lease, Landlord and Tenant each acting prudently, knowledgeably, and assuming the rent is not affected by undue stimulus. Implicit in this definition is consummation of a lease as of a specified date under conditions whereby:

(i) Landlord and Tenant are typically motivated;

(ii) Both parties are well-informed or well-advised and acting in what they consider their own best interests;

(iii) A reasonable time is allowed for exposure in the open market;

(iv) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

(v) The rent represents the normal consideration for property leased unaffected by special or creative financing or concessions granted by anyone associated with the lease.

"Fixed Expiration Date" means the date which is the last day of the month in which the fifty-fifth (55th) anniversary of the Commencement Date shall occur, or such later date as may be extended pursuant to the terms hereof.

"Foreclosure Transfer" means a transfer occurring as a result of the foreclosure of a Recognized Mortgage, or any foreclosure sale of Tenant's Interest in the Premises, or any other transfer or assignment of Tenant's Interest in the Premises by judicial proceedings pertaining to a Recognized Mortgage or by virtue of the exercise of any power contained in a Recognized Mortgage, or by an assignment-in-lieu or other consensual conveyance, or otherwise:

(x) by or on behalf of Tenant or pursuant to foreclosure proceedings to a Recognized Mortgagee or to the nominee of a Recognized Mortgagee ("Foreclosure Transferee"); or

(y) by or on behalf of Tenant or a Recognized Mortgagee (or Foreclosure Transferee) or pursuant to foreclosure proceedings to a purchaser of Tenant's Interest in the Premises at a foreclosure sale pursuant to a Recognized Mortgage or by a Recognized Mortgagee (or its Foreclosure Transferee) after consummating a Foreclosure Transfer as described in clause (x) above or after such foreclosure sale.

"Foreclosure Transferee" and "Foreclosure Transfer" means the purchaser, transferee or other assignee in a Foreclosure Transfer.

"Garage" has the meaning provided in the Development Agreement.

"Governmental Authority or Authorities" means the United States of America, the State of Florida, the City (acting in its governmental, not proprietary, capacity), Miami-Dade County, and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over Tenant, or any owner, tenant or other occupant of, or over or under the Premises or any portion thereof or any street, road, avenue or sidewalk comprising a part of, or in front of, the Premises, or any vault in or under the Premises, or airspace over the Premises.

"Imposition(s)" has the meaning provided in Section 3.3(b).

"Infrastructure Improvements" has the meaning provided in the Development Agreement.

"Institutional Lender" means a Person which, at the time it becomes an Institutional Lender, is a state or federally chartered savings bank, savings and loan association, credit union, commercial bank or trust company or a foreign banking institution [in each case whether acting individually or in a fiduciary or representative (such as an agency) capacity]; an insurance company organized and existing under the laws of the United States of America or any state thereof or a foreign insurance company (in each case whether acting individually or in a fiduciary or representative (such as an agency) capacity]; an institutional investor such as a publicly held real estate investment trust, an entity that qualifies as a "REMIC" under the Internal Revenue Code of 1986, as amended, or other public or private investment entity in each case whether acting as principal or agent); a brokerage or investment banking organization [in each case whether acting individually or in a fiduciary or representative (such as an agency) capacity as principal or agent]; an employees' welfare, benefit, pension or retirement fund; an institutional leasing company; a financing subsidiary or division of a New York Stock Exchange listed company; any governmental agency or entity insured by a governmental agency or any combination of Institutional Lenders; provided that each of the above entities shall qualify as an Institutional Lender only if (at the time it becomes an Institutional Lender) it shall (a) have assets of not less than [One Hundred Million Dollars ($100,000,000)] adjusted for inflation and (b) not be an Affiliate of Tenant (it being further agreed that none of the standards set forth in this definition shall be applicable to participants or co-lenders in a loan secured by a Mortgage which is held by an Institutional Lender [whether acting individually or in a fiduciary or representative (such as an agency) capacity]. The term "Institutional Lender" also includes an Affiliate of an Institutional Lender as described in this paragraph.

"Land" means the real property and air rights, if any, legally described on Exhibit A attached hereto and made a part hereof. [The exact legal description not yet determined. Correct legal description will be attached when the Project Design is selected by the City Commission.]

"Landlord" means the City acting in its proprietary capacity, and any assignee or transferee of the entire Landlord's Interest in the Premises, from and after the date of the assignment or transfer pursuant to which the entire Landlord's Interest in the Premises was assigned or transferred to such assignee or transferee.

"Landlord Indemnified Parties" means, collectively, the City (and any successor Landlord), and their respective elected and appointed officials (including the City's Mayor and City Commissioners), directors, officials, officers, shareholders, members, partners, holders of other ownership interests, employees, successors, assigns, agents, contractors, subcontractors, experts, licensees, tenants, mortgages, trustees, partners, principals, invitees and Affiliates. A **"Landlord Indemnified Party"** shall mean any of the foregoing.

"Landlord's Improvements" means the Infrastructure Improvements, as defined in the Development Agreement and as shall be mutually agreed upon by Landlord and Tenant, the Garage, as designed and constructed by Tenant and funded by Landlord, the City Hall Parking Expansion, and related improvements to all of the foregoing to be constructed or supplied by Landlord.

"Landlord's Interest in the Premises" means Landlord's interest in the Land and in this Lease.

"Lease" means, collectively, this Agreement of Lease and all exhibits and attachments hereto, as any of the same may hereafter be supplemented, amended, restated, severed, consolidated, extended, revised and otherwise modified, from time to time, either in accordance with the terms of this Lease or by mutual agreement of the parties.

"Lease Year" means (a) the period commencing on the Commencement Date, and expiring on the last day of the next occurring December which is at least twelve (12) months thereafter; (b) each succeeding 12-month period (January 1 – December 31) during the Term; and (c) the final shorter period, if any, ending on the last day of the Term.

"Mortgage" means any mortgage or deed of trust, or similar instrument securing bond financing, and all extensions, spreaders, splitters, consolidations, restatements, replacements, modifications and amendments thereof, that constitutes a lien on all or a portion of Tenant's Interest in the Premises, and any security interest in or assignment of the Lease or the rents, issues or profits related thereto.

"Mortgagee" means the holder of a Mortgage.

"Net Condemnation Award" has the meaning provided in Section 9.1(c)(iii).

"Net Insurance Proceeds" has the meaning provided in Section 8.2(a).

"Notice" has the meaning provided in Section 23.1.

"Notice of Failure to Cure" has the meaning provided in Section 11.3(a).

"Park" has the meaning provided in Section 23.4 of the Development Agreement.

"Parties" means Landlord and Tenant.

"Permit" has the meaning provided in Section 31.1(f).

"Permitted Exceptions" has the meaning provided in Section 2.1(a).

"Person" means an individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, estate, trust, unincorporated association or other entity; any Federal, state, county or municipal government or any bureau, department, political subdivision or agency thereof, and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Plans and Specifications" has the meaning given to such term in the Development Agreement.

"Possession Date" has the meaning provided in Section 4.3.

"Premises" means, collectively, the Land and "Tenant's Improvements," as defined herein.

"Prohibited Uses" has the meaning provided in Section 6.4(a).

"Project" means Tenant's Improvements to be constructed and operated on the Land, the Garage to be constructed and operated on the Garage Property, and all appurtenances thereto, together with any and all permitted additions, alterations or replacements thereof.

"Project Opening Date" means the date on which the Project is opened to the public for business.

"Public Benefits" means the benefits and contributions provided by Tenant to Landlord, the City and all its citizens, which public benefits and contributions arise from the creation and operation of SoundSpace, as more specifically described on Exhibit "C" attached hereto and made a part hereof.

"Recognized Accounting Firm" means **[Ernst & Young/Kenneth Leventhal; Coopers & Lybrand; Price Waterhouse; Deloitte & Touche; KPMG Peat Marwick; Pannell, Kerr & Foster; Mallah, Furman, Berkowitz, Dick, Pollack & Burnet; Rachlin, Cohen & Holtz, _____ _____]** or any successor entity of any of the foregoing or any other certified public accountants mutually acceptable to Tenant and Landlord.

"Recognized Mortgage" means a Mortgage (i) that is held by an Institutional Lender, (ii) which expressly provides that it is subject and subordinate to the terms of this Lease and to Landlord's Interest in the Premises, and (iii) a photostatic copy of which is, following the execution and delivery thereof, delivered to Landlord, together with a certification by Tenant confirming that the photostatic copy is a true copy of the Mortgage and a certification by the Recognized Mortgagee thereunder confirming the address of such Recognized Mortgagee for notices.

"Recognized Mortgagee" means the holder of a Recognized Mortgage or its designee.

"Reinstatement Date" has the meaning provided in Section 11.4(a).

"Release" has the meaning provided in Section 31.1(g).

"Replacement Value" has the meaning provided in Section 7.12(a).

"Rent" means Base Rent and any other sums, costs, expenses or deposits which Tenant is obligated, pursuant to any provisions of this Lease, to pay and/or deposit.

"Requesting Party" has the meaning provided in Section 23.2(c)(ii).

"Requirements" has the meaning provided in Article 13 of the Development Agreement.

"Restoration" means either a Casualty Restoration or a Condemnation Restoration, or both.

"Screen" means a large outdoor audio and video presentation system used for presentations to viewers outside the SoundSpace buildings.

"South Florida Building Code" means the South Florida Building Code (Revised [1994)], as amended from time to time, or any successor thereto.

"Substantial Completion" has the meaning provided in the Development Agreement.

"Sublease(s)" means any lease, sublease (including a sub-sublease or any further level of subletting), license, concession or other agreement) by which Tenant or other Person claiming under Tenant demises, leases, subleases, licenses or sublicenses to, or permits the use and occupancy by another of all or any portion of the Premises, but does not include subleases serving the functional equivalent of a Recognized Mortgage, and does not include short-term license agreements or performance agreements.

"Subtenant" means any party granted rights by Tenant under a Sublease or by any other Subtenant (immediate or remote) under a Sublease.

"Temporary CO" means a temporary certificate of occupancy, as the same maybe amended from time to time, issued by the City's Building Department for all or a portion of the improvements.

"Tenant" means New World Symphony, and any transferee of the entire Tenant's Interest in the Lease and the Premises that is permitted under this Lease from and after the date of the permitted transfer.

"Tenant's Improvements" means the SoundSpace facility and related improvements to be constructed or supplied by Tenant, including but not limited to all buildings or structures (including footings and foundations), the Screen, Building Equipment, infrastructure improvements and other improvements and appurtenances of every kind and description now existing or hereafter erected, constructed, or placed upon the Land (whether temporary or permanent), and any and all alterations and replacements thereof, additions thereto and substitutions therefore. Tenant's Improvements has he same meaning as "Developer's Improvements" as defined in the Development Agreement.

"Tenant's Interest in the Premises" means Tenant's interest in this Lease and in the Land and Tenant's ownership of the Improvements as provided in Section 2.6.

"Term" means the term of years commencing on Commencement Date and, subject to extension or to earlier termination as provided hereunder, expiring at 11:59 p.m. on the Fixed Expiration Date.

"Threat of Release" has the meaning provided in Section 31.1(h).

"Total Construction Costs" means all costs, including but not limited to all hard construction costs, costs of furnishings, fixtures, machinery and equipment, and also all so-called soft costs including, but not necessarily limited to, taxes during construction, interim interest expenses, cost of financing, financing fees, if any, development costs, architectural, engineering and design fees, survey, title insurance charges and premiums, permits and licenses, insurance premiums during construction, accounting, marketing costs, advertising, brokerage and all legal fees relating to the Tenant's Improvements, leasing, and construction; utilities, tap-in connection fees, topographical and soil tests, if any; all payments made to contractors and subcontractors, and costs of similar items, and all other costs related to the cost of the construction of the Tenant's Improvements.

"Transfer" means a sale, exchange, assignment, transfer or other disposition by Tenant of all or a portion of Tenant's Interest in the Premises, whether by operation of law or otherwise, and which disposition is not a Sublease or a Mortgage.

"Transferee" has the meaning provided in Section 10.3.

"Unavoidable Delays" means delays due to strikes, slowdowns, lockouts, acts of God, inability to obtain labor or materials, war, enemy action, terrorist action, civil commotion, fire, casualty, eminent domain, catastrophic weather conditions, a court order which actually causes a delay (unless resulting from disputes between or among the party alleging an Unavoidable Delay, present or former employees, officers, members, partners or shareholders of such alleging party or Affiliates (or present or former employees, officers, partners, members or shareholders of such Affiliates) of such alleging party), the application of any Requirement, or another cause beyond such party's control or which, if susceptible to control by such party, shall be beyond the

reasonable control of such party. Such party shall use reasonable good faith efforts to notify the other party not later than twenty (20) days after such party knows of the occurrence of an Unavoidable Delay; provided, however, that either party's failure to notify the other of the occurrence of an event constituting an Unavoidable Delay shall not alter, detract from or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to the delayed party under this Lease. In no event shall (i) any party's financial condition or inability to fund or obtain funding or financing constitute an "Unavoidable Delay" (except for an Institutional Lender's inability to fund, which inability is not caused by Tenant) with respect to such party and (ii) any delay arising from a party's (or its Affiliate's) default under this Lease or the Development Agreement constitute an "Unavoidable Delay" with respect to such party's obligations hereunder. The times for performance set forth in this Lease (other than for monetary obligations of a party) shall be extended to the extent performance is delayed by Unavoidable Delay, except as otherwise expressly set forth in this Lease.

"U.S. Government" means the federal government of the United States of America, including all agencies and departments thereof.

Article 2 - Demise of Land and Term of Lease

Section 2.1 Demise of Land for Term.

(a) Landlord does hereby demise and lease to Tenant, and Tenant does hereby lease and take from Landlord, the Land, together with all the appurtenances, rights, privileges and hereditaments thereto, "AS IS" and, upon Tenant's approval of "Permitted Exceptions" (as defined below), subject to (i) the terms and conditions of this Lease, and (ii) the title matters set forth in Exhibit D **(the "Permitted Exceptions")** attached hereto and incorporated by reference herein, to have and to hold unto Tenant, its successors and assigns for an initial Term, commencing on the execution date and continuing until the fifty-fifth (55th) anniversary of the Commencement Date or such later date as extended pursuant to the terms hereof, unless sooner terminated pursuant to the terms hereof.

Section 2.2 Extension of Term.

(a) Provided Tenant is in good standing under the terms and conditions of this Lease, and not in default herein, the Term of this Lease may be extended, at the option of Tenant, for four (4) successive periods of ten (10) years each, each such period being herein sometimes referred to as an "Extended Term," as follows:

(i) Each option to extend shall be exercised by Tenant by giving written notice to Landlord not less than three hundred sixty-five (365) days prior to the expiration of the Term or the Extended Term, as the case may be.

(ii) The Extended Terms shall be on the same terms, covenants, and conditions of this Lease except as set forth below. The Tenant shall not be permitted to extend

this Lease beyond the fourth Extended Term. Any termination of this Lease during the Term of this Lease or an Extended Term shall terminate all rights hereunder.

(iii) It shall be a condition of Tenant's right to exercise its option to extend the Term of this Lease that: (a) Tenant shall not be in default under any of the terms, covenants, or conditions of this Lease at the time it notifies Landlord of the exercise of its option to extend the Term of this Lease and upon the effective date of such option; and (b) not less than 365 days prior to the expiration of the Term or the Extended Term, as the case may be, the Parties shall have reviewed and revised the Public Benefits to be provided by Tenant during the Extended Term to the reasonable satisfaction of both parties, as and if revisions to such Public Benefits are necessitated by changed circumstances at the time of the extension.

(iv) In the event Tenant exercises its option under this Article, the Parties agree in each such case to enter into a Lease amendment setting forth the terms of such option within thirty (30) days of exercise of such option by Tenant.

Section 2.3 Title to the Land.

(a) **Title to the Land.** Landlord represents that Landlord is the fee owner of the Land and the Garage Property, which ownership is unencumbered by any lien or security interest, and also represents that there are no covenants, conditions, restrictions, rights-of-way and/or easements or other matters relating to or encumbering title to the Land or the Garage Property which would interfere with the construction obligations of Tenant under Article 4 hereof or under the Development Agreement, or the utilization of the Premises by Tenant as contemplated in this Lease, other than the Permitted Exceptions.

(b) **Title Opinion and Permitted Exceptions.** Landlord shall deliver to Tenant, at no cost to Tenant, within sixty (60) Business days of the Commencement Date, the most recent opinion of title in Landlord's possession (the "Title Opinion"), prepared by counsel for Landlord, together with copies of all exceptions to title. The Title Opinion shall confirm that Landlord is the fee owner of the Land and shall further confirm that the Land is subject only to those exceptions enumerated in the Title Opinion and acceptable to Tenant (the "Permitted Exceptions").

(c) **Objections to Title.** In the event the Title Opinion discloses a defect(s) in the title to the Land which renders it unsuitable for the purposes herein provided, Tenant shall notify Landlord of the defect within thirty (30) Business days of receipt of the Title Opinion. Landlord shall use its reasonable efforts to cure the defect. In the event Landlord is unable to cure the defect within one hundred twenty (120) Business days of Tenant's notice, Tenant shall have the option of accepting title in its present condition, or terminating this Lease and the Development Agreement, whereby both parties shall be released from any and all further obligations hereunder.

(d) **Additional Termination Events**. Notwithstanding anything to the contrary contained herein, Tenant shall also have the right to be released from its liability and obligations and to terminate this Lease and the Development Agreement prior to the Possession Date because (i) changes to the Preliminary Plans and Specifications and/or the Plans and Specifications required by the DRB, or any other Governmental Authority (including the City), render the Project economically unfeasible in the reasonable business judgment of Tenant, (ii) the Project cannot meet concurrency requirements under Section 163.3180, Florida Statutes (1997), or the costs of concurrency mitigation are, in the reasonable business judgment of Tenant, economically unfeasible, (iii) Tenant, after good faith efforts, has been unable to obtain a Building Permit for the Project pursuant to the Plans and Specifications submitted by Tenant, or (iv) Tenant and Landlord cannot come to a mutual agreement regarding the Parties' respective shares of costs and other obligations relative to the retail portion(s) of the Garage, if required, Environmental Remediation, if required, and/or the Infrastructure Improvements. In the event of termination of this Lease and the Development Agreement pursuant to this Section 2.3, each Party shall bear its own costs and expenses incurred in connection with this Lease and the Development Agreement and neither Party shall have any further liability to the other.

Section 2.4 No Encumbrances.

After the Commencement Date and other than the Permitted Exceptions, Landlord will not permit or suffer any further encumbrance, mortgage, pledge or hypothecation of Landlord's Interest in the Premises except with respect to those matters (such as utility easements and non-monetary reciprocal easement agreements) reasonably approved by Tenant in writing and which do not adversely affect the operation or development of the Project. Notwithstanding the foregoing, Landlord shall have the absolute right to pledge its interest in the Rent and/or Impositions payable hereunder so long as such pledge does not include a pledge of Landlord's Interest in the Premises (other than the Rent and/or Impositions payable hereunder), and the pledgee shall have no rights under this Lease other than the right to receive payments of Rent and/or Impositions. Any pledge of Rent and/or Impositions permitted hereunder shall not create any rights in the pledgee thereunder to enforce any of the provisions of this Lease. Landlord shall deliver to Tenant and any Recognized Mortgagee, within fifteen (15) days after the effective date thereof, a true and correct copy of any pledge instrument permitted hereunder.

Section 2.5 Sale of Landlord's Entire Interest.

Landlord shall not sell, transfer, convey or assign (each, a "Transfer") Landlord's Interest in the Premises, except for a Transfer of the entire Landlord's Interest in the Premises subject to this Lease and to a transferee capable of fulfilling all of Landlord's obligations under the Lease, and Landlord shall not be released from its obligations hereunder unless the transferee shall assume in writing all such Lease obligations. Landlord shall give Tenant thirty (30) days' prior written notice of any such Transfer and assumption, if applicable, along with such information pertinent to the foregoing as may be reasonably requested by Tenant. No Transfer shall modify or reduce Landlord's obligations under this Lease or modify or increase Tenant's obligations

under the Lease. Notwithstanding the above, Landlord may subject the Land to a commercial condominium regime subject to the terms of this Lease (including the restrictions on Transfer contained in this section), so long as the Land compromises only one (1) condominium unit and cannot be further subdivided.

Section 2.6 The Improvements to Be Owned by Tenant During the Term. So long as this Lease remains in force, Tenant's Improvements shall be owned in fee simple by the Tenant, but upon termination of this Lease, whether by passage of time or otherwise, Tenant's Improvements shall become the sole property of the Landlord in fee simple, and free and clear of all encumbrances subject to only: (i) the lien of taxes assessed but not yet due and payable (for which the Tenant shall remain obligated to pay to the extent that they are allocable to the period prior to the termination of this Lease); (ii) any installments of levies for public improvements not yet due and payable prior to the termination of this Lease (for which the Tenant shall remain obligated to pay to the extent that they are allocable to the period prior to the termination of this Lease); (iii) the Landlord's rights and remedies in the event of the termination of this Lease because of Tenant's default; (v) the Permitted Exceptions; and (vi) such other encumbrances as Landlord has agreed to during the Term.

Section 2.7 Delivery of Title to Landlord. Upon the expiration of the Lease Term, or any earlier termination of this Lease, Tenant agrees to execute, acknowledge and deliver to Landlord a proper instrument in writing, releasing and quitclaiming to Landlord all right, title, and interest of Tenant in and to Tenant's Improvements.

Article 3 - Rent

Section 3.1 Method and Place of Payment.

Except as otherwise specifically provided herein, all Rent and/or Impositions shall be paid without notice or demand. All Rent and/or Impositions payable to Landlord (except Impositions, if the Requirements governing such payments are to the contrary) shall be paid by good checks (payable upon presentment) drawn on a United States or state chartered bank, in currency of the United States of America. Rent and/or Impositions that are payable to Landlord (other than Impositions, if the Requirements governing such payments are to the contrary) shall be payable at the address of Landlord set forth herein or at such other place as Landlord shall direct by notice to Tenant. Impositions that are not payable directly to Landlord shall be payable in the form and at the location provided by Requirements governing the payment of such.

Section 3.2 Rent Payments.

(a) **Base Rent.** On the Commencement Date, Base Rent in the amount of one dollar ($1.00) per year for the initial Term shall be paid in advance. All Rent and Base Rent which is due for any period of less than a full month or a full Lease Year shall be appropriately apportioned.

(b) **Additional Consideration.** As additional consideration for the Lease, Tenant shall provide to Landlord the public, cultural and educational benefits described as Public Benefits on **Exhibit C** hereto.

Section 3.3 Impositions.

(a) **Obligation to Pay Impositions.** In addition to the payment of Base Rent, from and after the Possession Date, Tenant shall pay or cause to be paid, in the manner provided herein, all Impositions except as provided herein that at any time thereafter are assessed, levied, confirmed, imposed upon, or charged to Landlord or Tenant with respect to (i) the Premises, or (ii) any vault, passageway or space in, over or under any sidewalk or street in front of or adjoining the Premises, or (iii) any other appurtenances of the Premises, or (iv) any personal property, Building Equipment or other facility used in the operation thereof, or (v) any document to which Tenant is a party creating or transferring an interest or estate in the Premises of, by or to Tenant, or (vi) the use and occupancy of the Premises, or (vii) this transaction, as contemplated in this Lease and the Development Agreement. However, in the event execution of or operations under this Lease causes any Impositions to be imposed on the Land by the City or Miami-Dade County in their respective governmental capacities, so long as the Bonds remain outstanding, Landlord shall pay such Impositions or portions thereof relating to the Land, and Tenant shall pay such Impositions or portions thereof relating to Tenant's Improvements; provided that, to the extent Landlord obtains a Bond Counsel opinion to the effect that payment by Tenant of the aforestated impositions will not adversely affect the tax exempt status of the Bonds, Tenant shall pay or cause to be paid, in the manner provided herein, all such Impositions.

(b) **Definition.**

"Imposition" or "Impositions" means the following imposed by a Governmental Authority:

(i) real property taxes and general and special assessments (including, without limitation, any special assessments for business improvements or imposed by any special assessment district);

(ii) personal property taxes;

(iii) sales and/or use taxes on Base Rent;

(iv) water, water meter and sewer rents, rates and charges;

(v) excises;

(vi) levies;

(vii) license and permit fees (except as otherwise set forth herein);

(viii) any other governmental levies of general application, fees, rents, assessments or taxes and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, now or hereafter enacted of any kind whatsoever;

(ix) service charges of general application with respect to police and fire protection, street and highway maintenance, lighting, sanitation and water supply (except as otherwise provided herein); and

(x) any fines, penalties and other similar governmental charges applicable to the foregoing, together with any interest or costs with respect to the foregoing.

(c) **Payment of Impositions.**

(i) Subject to the provisions of Section 3.5 hereof, from and after the Possession Date, Tenant shall pay each Imposition or installment not later than the last date the same may be paid without interest or penalty (which is the date of delinquency). However, if by law of the applicable Governmental Authority any Imposition may at the taxpayer's option be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Tenant may exercise the option to pay the Imposition in such installments and shall be responsible for the payment of such installments with interest, if any.

(ii) If Tenant twice fails within any thirty-six (36) month period to make any payment of an Imposition (or installment thereof) on or before the date the same may be paid without penalty, Tenant shall, at Landlord's request, and notwithstanding paragraph (i) above, pay all Impositions (or installments thereof) thereafter payable by Tenant not later than twenty (20) days before the date of delinquency. However, if Tenant thereafter makes all such payments as required in this paragraph (ii) for thirty-six (36) consecutive months without failure, the Imposition payment date

in paragraph (i) above shall again become applicable, unless and until there are two further failures within a thirty-six (36) month period, in which case Tenant shall again have the right to cure the failure so that the payment date in paragraph (i) above shall again be applicable, and this provision shall continue to be applicable to each situation in which there are two further failures within a thirty-six (36) month period. Nothing in this paragraph shall be construed to limit Landlord's Default remedies as set forth elsewhere in this Lease after failure by Tenant timely to pay any Imposition.

(d) **Evidence of Payment.** Tenant shall furnish to Landlord, within thirty (30) days after the date of Landlord's request therefor, an official receipt of the appropriate taxing authority or other proof reasonably satisfactory to Landlord, evidencing the payment of an Imposition which has become due and payable prior to the date of Landlord's request.

(e) **Evidence of Non-Payment.** Any certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any Imposition asserting non-payment of such Imposition shall be prima facie evidence that such Imposition is due and unpaid at the time of the making or issuance of such certificate, advice or bill, at the time or date stated therein. Tenant shall, immediately upon receipt of any such certificate, advice or bill, deliver a copy of the same to Landlord.

(f) **Apportionment of Imposition.** Any Imposition relating to a fiscal period of the taxing authority, a part of which occurs before the Commencement Date or after the Expiration of the Term, shall be apportioned pro rata between Landlord and Tenant.

(g) **Tax Abatements and Reductions.** Tenant shall be entitled to the benefit of any tax abatements and reductions as are, or may be, available under applicable law as if Tenant were the fee owner of the Premises. Landlord shall not be required to join in any action or proceeding in connection with such abatement or reduction unless the provisions of any Requirement at the time in effect require that such action or proceeding be brought by and/or in the name of Landlord. If so required, Landlord shall join and cooperate in such proceedings or permit them to be brought by Tenant in Landlord's name, in which case Tenant shall pay all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Landlord in connection therewith.

Section 3.4 Net Lease.

It is the intention of Landlord and Tenant that (a) Rent be absolutely net to Landlord without any abatement, diminution, reduction, deduction, counterclaim, setoff or offset whatsoever, except to the extent expressly set forth in this Lease, and (b) Tenant pay all costs, expenses and charges of every kind or nature (except as expressly provided for herein to the contrary) relating or allocable to the Premises that may arise or become due or payable during or attributable to a period falling within the Term.

Section 3.5 Tax-Exempt Status.

It is understood that, on the date immediately preceding the Commencement Date, the Land was not subject to the payment of real property Taxes. The City has advised Tenant that there exist those certain tax-exempt Bonds which affect the Land, but it is the understanding of the parties that as of the Commencement Date, such Bonds will not affect the validity and enforceability of this Lease or the Development Agreement.

Article 4- Construction of Project and Infrastructure

Section 4.1 Coordination of Plans and Construction

The parties hereto specifically acknowledge that the success of the Project requires the best efforts of both Landlord and Tenant in cooperating with one another so as to facilitate the efficient and cost-effective construction of the agreed upon Infrastructure Improvements and the construction of the Project. Concurrently herewith, the parties have entered into the Development Agreement pursuant to which the Parties shall agree upon the Project Design, the Plans and Specifications and the Construction Documents which, following the approval of the City and other applicable authorities, will govern the development and construction of the Project.

Section 4.2 Parties' Obligation under Development Agreement.

The parties hereto shall perform all of their respective obligations under the Development Agreement.

Section 4.3 Delivery of Possession of Premises (the "Possession Date").

(a) The City shall deliver possession of the Land to Tenant on the date the Building Permit is issued as contemplated by the Development Agreement. The date that the City delivers possession of the Land to Tenant in accordance with this Article and the Development Agreement, by notice in writing, shall be the "Possession Date." Landlord and Tenant agree to execute a Memorandum of Lease and Possession Date Certificate in substantially the form of the Memorandum attached hereto as **Exhibit E.** In the event the

Possession Date does not fall on the first day of the month, the Possession Date shall be adjusted to be the first day of the following month.

(b) Tenant and the City shall use good faith efforts to satisfy all of the conditions precedent to the Commencement of Construction, as set forth in the Development Agreement, as conditions precedent to Tenant's taking possession of the Land. It is recognized by the Parties hereto that it is not the intention of either party to encumber the Land with this Lease for an indefinite period of time during the period of satisfaction of the aforesaid conditions precedent, and that therefore the Tenant or the Landlord may terminate this Lease if Tenant fails to obtain a Building Permit on or before seven (7) years from the Commencement Date, unless such date is otherwise extended by Landlord.

(c) Prior to the Possession Date, Tenant shall submit to the City Manager for Landlord's approval, which approval shall not be unreasonably withheld or delayed, the commitment or commitments for the construction financing and/or permanent financing or other funding of the Tenant's Improvements to be constructed on the Land, or such other evidence as may be reasonably satisfactory to the City Manager that such financing or funding has been committed or is available.

(d) Notwithstanding anything herein to the contrary, prior to the Possession Date, the Tenant shall not be required to perform any of its obligations hereunder except as provided for in and necessary to comply with the requirements of Article 4 and with respect to Tenant's entry upon the Land for purposes of conducting or causing the investigation and evaluation of the environmental conditions at the Land and the Garage Property, and Tenant's efforts to secure sufficient capital or financing.

Section 4.4 Easements. The parties acknowledge that, in order to construct the Project in accordance with the Project Design, Plans and Specifications and the Construction Documents, certain easements and rights-of-way may be required by Tenant, on behalf of itself or third parties (which third parties specifically include all utility companies). Landlord agrees to use its reasonable efforts to provide such easements or right of way documents as may reasonably be required to facilitate construction of the Tenant's Improvements, but any final decisions to grant such easements or right-of-way documents shall be that of Landlord. Tenant shall be responsible to pay for all reasonable out-of-pocket costs and fees incurred by Landlord in connection herewith.

Article 5

[This Article Intentionally Deleted]

Article 6 - Use

Section 6.1 Use

(a) **Continuous Legal Use.** Tenant shall use and operate the Premises throughout the Term only as permitted by this Lease. In any event, the Premises shall be used only in accordance with the final Certificate[s] of Occupancy therefor which from time to time exist (or Temporary Certificate[s] of Occupancy, to the extent that final Certificate[s] of Occupancy have not been issued therefor).

(b) **Scope of Use.** In accordance with Tenant's obligations to meet and comply with the maintenance and operating standards set forth in this Lease, including its obligation to provide Public Benefits described on **Exhibit C**, Tenant shall, from and after the Project Opening Date, operate the Premises as a multi-purpose facility for use by Tenant and third parties (subject to Tenant's approval) for musical, cultural, artistic, educational and other performances and events, education, interactive cultural experiences, office and administrative use related to the uses of the Premises, meetings, rehearsals, recording, multi-media activities, broadcasts, and appurtenant uses at Tenant's option, including but not limited to restaurants, cafeterias, snack or coffee bars or similar facilities serving food and beverages, gift shops, practice rooms, performance halls, museum, meeting rooms, recording and broadcast facilities, outdoor and indoor video screens, soundstages, classrooms, libraries, and such other uses as may be contemplated in connection with providing Public Benefits. Tenant reserves the right to close or restrict access to any portion of the Premises which are customarily restricted in similar facilities (such as but not limited to office, administrative and maintenance areas, or areas subject to subleases or licenses to use a portion of the Premises pursuant to this Lease), or for reasons of public safety, or in connection with Alterations undertaken in accordance with the provisions of this Lease, or to such extent as may, in the reasonable opinion of Tenant's counsel, be legally necessary to prevent a dedication thereof or the accrual of prescriptive rights to any Person or Persons.

(c) **Character and Operation of the Premises.** The parties recognize and acknowledge that the manner in which the Premises are developed, operated and maintained are matters of critical concern to the City by reason of its public educational and cultural mission, and Tenant hereby agrees to develop, operate and maintain the Premises and all other property and equipment located thereon which are owned, leased or maintained by Tenant in a manner consistent with other comparable first class projects of similar age and in good order, condition, repair and appearance, in compliance with Article 13, and in order to provide the Public Benefits as described on **Exhibit C**. To accomplish this result, Tenant shall establish such reasonable rules and regulations governing the use and operation of the Premises by Subtenants and the public as Tenant shall deem necessary or desirable in order to comply with Article 13 and assure the level of quality and character of operation of the Premises required herein, and it will use all reasonable efforts to enforce such rules and regulations.

Section 6.2 Operations.

Tenant will bear sole responsibility for operating and maintaining the Premises and shall retain all income derived therefrom. Similarly, the Landlord shall be solely responsible for operating and maintaining the Garage, the City Hall Parking Expansion, the Adjacent Property, and the Park (if applicable), and shall retain all income derived therefrom. Tenant will collaborate with the City and other arts organizations with respect to their use of the Screen in accordance with the Public Benefits set forth on **Exhibit C**. Subject to the requirements imposed by the Public Benefits set forth on **Exhibit C**, Tenant will manage and control the scheduling and content of programming for the Screen, and each party will otherwise retain control of its own facilities.

Section 6.3 Financial Matters.

(a) Tenant covenants and agrees: (i) to continuously operate Tenant's Improvements consistent with prudent business and financial practices and in accordance with Accounting Principles; (ii) to budget and expend sufficient funds to maintain and operate Tenant's Improvements in a first-class manner and in accordance with the requirements of Article 13 herein; and (iii) to operate Tenant's Improvements in a manner reasonably calculated to allow Tenant to satisfy all of its obligations under this Lease including the obligations imposed by the Public Benefits set forth on **Exhibit "C"**.

(b) In connection therewith, Tenant shall provide to Landlord annually: (i) Tenant's proposed annual operating budget for Tenant's Improvements, reviewed by a Recognized Accounting Firm and accompanied by a letter certifying that there exist no material events of default under the Lease; and (ii) a rolling five-year projection of operations for Tenant's Improvements and sources and uses of operating funds.

Section 6.4 Prohibited Uses.

(a) Without limiting the provisions of Section 6.1, Tenant shall not use or occupy the Premises or any part of the Premises, and neither permit nor suffer the Premises to be used or occupied, for any of the following **("Prohibited Uses")**:

(i) for any unlawful or illegal business, use or purpose, including, but not limited to businesses, uses or purposes which are immoral or disreputable (including "adult entertainment establishments" and "adult bookstores"), or any business, use or purpose that is extra hazardous, or which will violate the Environmental Laws;

(ii) for any use which is a public nuisance;

(iii) tattoo parlors, psychics, palm and tarot card readers, body piercing shops or as a gambling casino or facility, in the event that

gambling is ever made a legal activity under Federal, state or local law;

(iv) in any manner that will violate any Certificate of Occupancy for the Premises, or which will violate any laws, ordinances or other rules or regulations applicable to the Premises;

(v) in such manner as may make void or voidable any insurance then in force with respect to the Premises.

(b) Immediately upon its discovery of any Prohibited Use, Tenant shall take all reasonably necessary steps, legal and equitable, to compel discontinuance of such business or use, including, if necessary, the removal from the Premises of any subtenants, licensees, invitees or concessionaires, subject to applicable Requirements.

Article 7- Insurance

Section 7.1 Insurance Requirements.

(a) **Liability Insurance. Commencing on the Possession Date and thereafter** at all times during the Term, Tenant, at its sole cost and expense, shall carry or cause to be carried Commercial General Liability insurance with respect to the Premises and the operations related thereto, whether conducted on or off the Premises in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, subject to adjustment for inflation, combined single limit, and designating Tenant and Landlord as named insureds, and, if required by a Recognized Mortgage, a Recognized Mortgagee as additional insured. Such insurance shall meet all of the standards, limits, minimums and requirements described in Sections 7.3 and 7.7.

(b) **Property Insurance. Commencing on the Possession Date and thereafter** at all times during the Term, Tenant at its sole cost and expense, shall carry or cause to be carried "Special Form" (or its equivalent) property damage insurance protecting Tenant, Landlord and any Recognized Mortgagees as their interests may appear against loss to the Premises and Improvements and meeting all of the standards, limits, minimums and requirements described in Section 7.8.

(c) **Other Insurance. Commencing on the Possession Date and thereafter** at all times during the Term, Tenant shall procure and carry insurance meeting all of the standards, limits, minimums, and requirements described in Section 7.9.

(d) **Construction Insurance.** Prior to the commencement of any Construction Work, Tenant shall procure or cause to be procured, and after such dates shall carry or cause to be carried, until final completion of such work, in addition to and not in lieu of the insurance required by the foregoing subsections (a), (b), and (c), the insurance described in Section 7.10.

Section 7.2 Treatment of Proceeds.

(a) **Proceeds of Casualty Insurance in General.** Insurance proceeds payable with respect to a property loss shall be payable either to Landlord, Tenant or any Recognized Mortgagee or other Institutional Lender pursuant to a mutually acceptable insurance trust agreement, each of which shall hold such proceeds in trust for the purpose of paying the cost of the Casualty Restoration, and such proceeds shall be applied to the payment in full of the cost of such Casualty Restoration in accordance with the provisions of Article 8.

(b) **Cooperation in Collection of Proceeds**. Tenant, Landlord and any Recognized Mortgagee shall cooperate in connection with the collection of any insurance proceeds that may be due in the event of a loss, and Tenant, Landlord and any Recognized Mortgagee shall as soon as practicable execute and deliver such proofs of loss and other instruments as may be required of Tenant, Landlord or any Recognized Mortgagee, respectively, for the purpose of obtaining the recovery of any such insurance proceeds.

(c) **Adjustments for Claims.** All property insurance policies required by this Article 7 shall provide that all adjustments for claims with the insurers involving a loss in excess of One Million Dollars ($ 1,000,000) adjusted for inflation be made jointly with Tenant, Landlord and the Recognized Mortgagee.

Section 7.3 General Provisions Applicable to All Policies.

(a) **Insurance Companies**. All of the insurance policies required by this Article shall be procured from companies licensed or authorized to do business in the State of Florida that have a rating in the latest edition of "Best's Key Rating Guide" of ["A-VIII"] or better or another comparable rating reasonably acceptable to Tenant, Landlord and any Recognized Mortgagee, considering market conditions.

(b) **Required Forms.** All references to forms and coverages in this Article 7 shall be those used by the Insurance Services Organization (ISO) or equivalent forms reasonably satisfactory to Landlord in all material respects.

(c) **Required Certificates.** Certificates of insurance evidencing the issuance of all insurance required by this Article 7 to the extent then required, describing the coverage and providing for thirty (30) days prior notice to Landlord by the insurance company of cancellation or non-renewal, shall have been delivered to Landlord by the Possession Date, and in the case of any policies replacing or renewing any policies expiring during the Term, before the expiration dates of any expiring policies. The certificates of insurance shall be issued by or on behalf of the insurance company and shall bear the original signature of an officer or duly authorized agent having the authority to issue the certificate. The insurance company issuing the insurance, or its duly authorized agent, shall also deliver to Landlord proof reasonably satisfactory to Landlord that the premiums for at least the first year of the term of each policy (or installment payments to

the insurance carrier then required to have been paid on account of such premiums) have been paid. During the performance of any Construction Work, Tenant shall deliver to Landlord an entire duplicate original or a copy (certified by Tenant to be true, complete and correct) of each policy. At all other times, Tenant shall deliver to Landlord an entire duplicate original or a copy (certified by Tenant to be true, complete and correct) of each policy within a reasonable period of time after Landlord's request therefor. Tenant shall notify Landlord of any material changes in the coverage provided under any policy promptly after requesting an insurance company to make such change or receiving any notice from an insurance company advising Tenant of any such change; provided, however, that no such change may reduce or otherwise modify the insurance coverage required under this Lease.

(d) **Compliance with Policy Requirements.** Tenant shall not violate or permit to be violated any of the conditions, provisions or requirements of any insurance policy required by this Article, and Tenant shall perform, satisfy and comply with, or cause to be performed, satisfied and complied with, all conditions, provisions and requirements of all insurance policies.

(e) **Required Insurance Policy Clauses.** Each policy of insurance required to be carried pursuant to the provisions of this Article and each certificate issued by or on behalf of the insurer shall contain (i) a provision stating substantially that no act or omission of Tenant (or any other Person) or any use or occupation of the Premises for purposes more hazardous than are permitted, by the policy shall invalidate the policy as to Landlord or affect or limit the obligation of the insurance company to pay to Landlord the amount of any loss sustained and that no act or omission of Landlord shall invalidate the policy as to Tenant or affect or limit the obligation of the insurance company to pay to Tenant the amount of any loss; (ii) a written waiver of the right of subrogation against all of the named insureds and additional insureds, including Landlord in its capacity as owner of the Land and any Recognized Mortgagee named in such policy, with respect to losses payable under such policy; (iii) a clause designating Landlord, and any Recognized Mortgagee as loss payee or additional insured, as their interests may appear for losses in excess of One Hundred Thousand Dollars ($100,000.00), adjusted for inflation; and (iv) an agreement by the insurer that such policy shall not be canceled, materially modified, or denied renewal without at least thirty (30) days prior written notice to Landlord and the holder of any Recognized Mortgage named under a standard New York form of mortgagee endorsement or its equivalent, specifically covering, without limitation, cancellation or non-renewal for non-payment of premium, except that ten (10) days' notice or statutory notice, whichever is greater, shall be given with respect only to non-payment of premium.

(f) **Separate Insurance.** Tenant shall not carry separate liability or property insurance concurrent in form or contributing in the event of loss with that required by this Lease to be furnished by Tenant, unless Landlord and any Recognized Mortgagee are included therein as additional insureds with respect to liability or loss payee with respect to property, as their interests may appear, with loss payable as in this Lease provided. Tenant shall immediately

notify Landlord of the carrying of any such separate insurance and shall cause the same to be delivered as in this Lease hereinbefore required.

(g) **Duration of Policies.** Tenant shall procure policies for all insurance required by any provision of this Lease for periods of not less than one (1) year and shall procure renewals thereof from time to time prior to the expiration thereof, except that Builders' Risk Insurance shall only be renewed for the term of any construction period.

Section 7.4 Additional Coverage.

(a) **Other Insurance.** Tenant shall maintain such other insurance regarding the Premises in such amounts as from time to time reasonably may be required by Landlord, against such other insurable hazards as at the time are commonly insured against in the case of similar projects in South Florida of a size, nature and character similar to the size, nature and character of the Premises.

(b) **Adjustment of Limits.** All of the limits of insurance required pursuant to this Article 7 shall be subject to review by Landlord and, in connection therewith, Tenant shall carry or cause to be carried such additional amounts as Landlord may reasonably require from time to time, but Landlord may not impose such new limits any more frequently than once in every five- (5-) year period from the CO Date. Any request by Landlord that Tenant carry or cause to be carried additional amounts of insurance shall not be deemed reasonable unless such additional amounts are commonly carried in the case of similar projects in South Florida of a size, nature and character similar to the size, nature and character of the Premises; provided, however, that the provisions of this subsection (b) shall not relieve Tenant of its obligation to carry or to cause to be carried All Risk insurance in an amount not less than the Replacement Value as provided in Section 7.12(a). Tenant shall be responsible for all deductibles.

Section 7.5 No Representation as to Adequacy of Coverage.

The requirements set forth herein with respect to the nature and amount of insurance coverage to be maintained or caused to be maintained by Tenant hereunder shall not constitute a representation or warranty by Landlord or Tenant that such insurance is in any respect adequate.

Section 7.6 Blanket or Umbrella Policies.

The insurance required to be carried by Tenant pursuant to the provisions of this Lease may, at Tenant's election, be effected by blanket, wrap-up and/or umbrella policies issued to Tenant covering the Premises and other properties owned or leased by Tenant or its Affiliates, provided such policies otherwise comply with the provisions of this Lease and allocate to the Premises the specified coverage, including, without limitation, the specified coverage for all insureds required to be named as insureds or additional insureds hereunder, without possibility of reduction or coinsurance by reason of, or because of damage to, any other properties named therein. If the insurance required by this Lease shall be effected by any such blanket or umbrella

policies, Tenant shall furnish to Landlord, upon Landlord's request, certificates of insurance and copies (certified by Tenant to be true, complete and correct) of such policies as provided in **Section 7.3(c),** together with schedules annexed thereto setting forth the amount of insurance applicable to the Premises.

Section 7.7 Liability Insurance Requirements.

The insurance required by Section 7.1(a) shall consist of commercial general liability insurance protecting against liability for bodily injury, death, property damage and personal injury. Such insurance shall (within the limits of the insurance required by Section 7.1(a)):

(a) include a broad form property damage liability endorsement with legal liability limit of not less than One Hundred Thousand Dollars ($100,000.00), subject to adjustment for inflation;

(b) contain blanket contractual liability insurance covering written and oral contractual liability;

(c) contain contractual liability insurance specifically covering Tenant's indemnification obligations under Article 18, to the extent such indemnification obligation is for an insurable risk;

(d) contain independent contractors coverage;

(e) contain a notice of occurrence clause;

(f) contain a knowledge of occurrence clause;

(g) contain an errors and omissions clause;

(h) contain coverage for suits arising from the use of reasonable force to protect persons and property;

(i) contain an endorsement providing that excavation and foundation work are covered and the "XCU" exclusions have been deleted;

(j) contain a waiver of completion and occupancy condition;

(k) contain no exclusions unless specifically approved in each instance by Landlord, other than the industry standard exclusions for projects of similar size and location;

(l) contain Products Liability/Completed Operations coverage; and

(m) provide for a deductible determined by Tenant, but not more than [Fifty] Thousand Dollars ($[50],000) per loss, subject to adjustment for inflation.

Section 7.8 Property Insurance Requirements.

The insurance required by Section 7.1(b) shall consist at least of property damage insurance under a "Special Form" policy or its equivalent covering the Premises and all Tenant's Improvements with replacement cost valuation and an Agreed Amount Endorsement (to be effective not later than promptly following the CO Date) in an amount not less than the full Replacement Value (determined in accordance with Section 7.12) and including the following coverages or clauses:

(a) coverage for physical loss or damage to Tenant's Improvements;

(b) a replacement cost valuation without depreciation or obsolescence clause;

(c) debris removal coverage;

(d) provision for a deductible determined by Tenant, but not more than One Hundred Thousand Dollars ($100,000.00) per loss (for other than flood or windstorm, with regard to which the deductible shall be a commercially reasonable amount), subject to adjustment for inflation;

(e) contingent liability from operation of building laws;

(f) demolition cost for undamaged portion coverage;

(g) increased cost of construction coverage;

(h) an Agreed Amount Endorsement (to be effective not later than promptly following the CO Date) in an amount not less than the full Replacement Value negating any coinsurance clauses;

(i) flood coverage (to the extent available at commercially reasonable rates, limits and deductibles);

(j) windstorm coverage (to the extent available at commercially reasonable rates, limits and deductibles);

(k) coverage for explosion caused by steam pressure-fired vessels (which coverage may be provided under a separate policy reasonably approved by Landlord);

(l) a clause designating Landlord and a Recognized Mortgagee as additional insureds, as their interests may appear; and

(m) contain no exclusions unless approved in writing by Landlord, other than the industry standard exclusions for projects of similar size and location.

Tenant shall be named insured, and Landlord and any Recognized Mortgagee shall be additional insureds, as their interests may appear. The Recognized Mortgagee or Landlord shall be designated loss payee on such "Special Form" policy for the benefit of Landlord, Tenant and any Recognized Mortgagee. If not included within the "Special Form" coverage above, Tenant shall also carry or cause to be carried coverage against damage due to (i) water and sprinkler leakage and collapse, which shall be written with limits of coverage of not less than the full Replacement Value per occurrence, with a deductible of not more than One Hundred Thousand Dollars ($100,000.00), subject to adjustment for inflation and (ii) flood, which shall be written in accordance with the maximum level of coverage available through the National Flood Insurance Program (NFIP).

If Tenant elects to insure Tenant's personal property used in connection with the Premises, the replacement value of such personal property shall be added to the amount of insurance required by this Section.

For the purposes of this Section 7.8, any rate, limit or deductible shall be "commercially reasonable" if such rate, limit or deductible is comparable to the rates, limits or deductibles in the insurance carried by similar projects in South Florida of a size, nature and character similar to the size, nature and character of the Premises.

Section 7.9 Other Insurance Requirements.

The insurance required by Section 7.1(c) shall consist at least of the following:

(a) Statutory Workers' Compensation and any other insurance required by law covering all employees of Tenant or any entity performing work on or for the Premises or the improvements (unless and to the extent provided by such other parties), including Employers Liability coverage, all in amounts not less than the statutory minimum.

(b) After CO Date, Boiler and Machinery Insurance, covering the entire heating, ventilating and air-conditioning systems, in all its applicable forms, including Broad Form, boiler explosion, extra expense and loss of use in an amount not less than the replacement cost of such heating, ventilating and air conditioning systems, located on any portion of the Premises and other machinery located on any portion of the Premises, which shall designate Tenant as named insured and loss payee and designate Landlord and any Recognized Mortgagee as additional insureds.

Section 7.10 Construction Insurance Requirements.

The insurance required by Section 7.1(d) shall consist at least of the following:

(a) Builder's Risk Insurance (standard "Special Form" or equivalent coverage) in an amount not less than the cost of construction, written on a completed value basis or a reporting basis, for property damage protecting Tenant, Landlord, the general contractor, and any Recognized Mortgagee, with a deductible determined by Tenant of not more than One Hundred Thousand Dollars ($100,000.00), subject to adjustment for inflation (except as to flood and windstorm, with regard to which the deductible shall be a commercially reasonable amount), to include rental payment coverage from the date of projected completion and extending for at least twelve (12) months following such date of projected completion.

(b) Automobile liability insurance covering any automobile or other motor vehicle used in connection with work being performed on or for the Premises in an amount not less than One Million Dollars ($1,000,000.00), subject to adjustment for inflation, per occurrence, with a deductible determined by Tenant of not more than Fifty Thousand Dollars ($50,000.00), subject to adjustment for inflation.

(c) The insurance required pursuant to Section 7.7.

Section 7.11 Annual Aggregates.

Excluding Umbrella/Excess Liability Insurance, if there is imposed under any liability insurance policy required hereunder an annual aggregate which is applicable to claims other than products liability and completed operations, such an annual aggregate shall not be less than two (2) times the per occurrence limit required for such insurance.

Section 7.12 Determination of Replacement Value.

(a) **Definition.** The current replacement value of the Improvements (the **"Replacement Value")** shall be the full cost of replacing Tenant's Improvements according to Requirements in effect at that time, including, without limitation, all hard costs of construction as well as the costs of post-casualty debris removal, and soft costs, including without limitation, architects', engineers', surveyors', assessors' and other professional fees and development fees. On the CO Date, Replacement Value of the Tenant's Improvements shall be deemed to be an amount equal to the actual costs incurred or expended in connection with the construction of the Premises as certified by the architect upon completion of the Premises, other than foundations and financing and other soft costs not applicable to replacement, adjusted for each year after completion of the Premises in accordance with the percentage change in the Building Index. If the insurance required by Section 7.8 above is not sufficient to cover the Replacement Value, then within fifteen (15) days after such adjustment, said insurance shall be increased or supplemented to fully cover such Replacement Value. In no event shall such Replacement Value be reduced by depreciation or obsolescence of the Tenant's Improvements.

(b) **Building Index.** As used herein, the **"Building Index"** shall mean the Marshall and Swift Cost Index or such other published index of construction costs which shall be

selected from time to time by Landlord and reasonably agreed to by Tenant, provided that such index shall be a measure of construction costs widely recognized in the insurance industry and appropriate to the type and location of the Improvements.

Section 7.13 Subleases.

All Subleases shall require the Subtenant to carry liability insurance naming Tenant, Landlord and any Recognized Mortgagee as additional insureds with limits reasonably prudent under the circumstances.

Section 7.14 Additional Interests.

All insurance policies in this Article 7 shall contain a provision substantially to the effect that the insurance provided under the policy is extended to apply to Landlord, as its interests may appear. Any holder of a Recognized Mortgage which, pursuant to the Recognized Mortgage, is required to be named under any of the insurance carried hereunder shall be named under a standard New York form of mortgagee endorsement or its equivalent.

Article 8- Damage, Destruction and Restoration

Section 8.1 Notice to Landlord.

If the Premises are damaged or destroyed in whole or in any material part by fire or other casualty, Tenant shall notify Landlord of same as soon as reasonably possible after Tenant's discovery of same.

(a) **Obligation to Rebuild.** In the event of fire or other casualty, Tenant shall be obligated to restore the Premises, except as otherwise set forth herein.

(b) **Final Years of Term.** If Tenant's Improvements are substantially destroyed by fire or other casualty at any time within any Extended Term, Tenant may terminate this Lease by written notice to Landlord within one hundred twenty (120) days after the destruction and Tenant shall be discharged from any obligation to repair or restore, but all proceeds of casualty insurance covering the loss of the improvements on the Land shall be paid or assigned to Landlord. Tenant shall deliver to Landlord the Premises in its "as-is" condition and free of mortgages, indebtedness, but subject to the Permitted Exceptions and any other matters affecting title to which the Landlord has previously agreed. Notwithstanding this Section 8.1(b), if Tenant's Improvements are substantially destroyed by fire or other casualty at any time within the last ten (10) years of the Term, Tenant shall be obligated to restore the Premises, and Tenant may exercise the four (4) successive Extended Terms provided in Section 2.2(a), provided Tenant completes said restoration pursuant to this Article 8, and provided further that the Parties agree to review and revise the Public Benefits to be provided by Tenant during the Extended Terms.

Section 8.2 Casualty Restoration.

(a) **Obligation to Restore.** If all or any portion of the Premises are damaged or destroyed by fire or other casualty, ordinary or extraordinary, foreseen or unforeseen, whether prior to or after completion of the initial construction of the Project, Tenant shall, in accordance with the provisions of this Article 8, restore the Premises to substantially the same the condition thereof as it existed immediately before such casualty (a **"Casualty Restoration"),** subject to Sections 8.1 and 8.6 herein. **"Net Insurance Proceeds"** shall mean the actual amount of insurance proceeds paid following a fire or other insured casualty.

(b) **Commencement of Construction Work.** Subject to Unavoidable Delays, Tenant shall commence the Construction Work in connection with a Casualty Restoration within ninety (90) days after receipt by Tenant or the Recognized Mortgagee of the Net Insurance Proceeds arising from the damage or destruction which caused the need for such Casualty Restoration, and shall diligently pursue the completion of such Casualty Restoration.

(c) **Pay Down of Mortgages Prohibited.** No Mortgagee (Recognized or otherwise) shall have the right to apply any insurance proceeds paid in connection with any casualty toward payment of the sum secured by its Mortgage to the extent that this Lease requires that Tenant effect a Casualty Restoration with such proceeds.

Section 8.3 Restoration Funds.

(a) Except as may be otherwise required by any Recognized Mortgage, all Net Insurance Proceeds shall be paid to Tenant and applied as provided herein. Landlord hereby assigns to Tenant any right, title or interest in and to any such Insurance Proceeds to which Landlord may be entitled, subject to Tenant's compliance herewith. Provided Tenant is conducting the Casualty Restoration in accordance with this Lease, the Net Insurance Proceeds shall be paid out from time to time as the Casualty Restoration progresses, upon the written request (certification) of Tenant, which request shall be accompanied by the following:

(i) A certificate signed by Tenant and the architect or engineer in charge of the Casualty Restoration, reasonably satisfactory to Landlord, dated not more than fifteen (15) days prior to such request, setting forth:

(1) that the sum then requested either has been paid by Tenant or is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons who have rendered services or furnished materials for the work specified, and stating that no part of such expenditures has been or is being made the basis of any previous or then pending request for the withdrawal of the Net Insurance Proceeds;

(2) a brief description of the services and materials;

(3) that, except for the amount described in Section 8.3(a)(i)(1), there is no outstanding indebtedness actually known to the persons signing such certificate, after due inquiry, which is then due for labor, materials, or services in connection with the Casualty Restoration;

(4) that the cost, as estimated by the persons signing such certificate, of the work required to complete the Casualty Restoration does not exceed the amount of the remaining Net Insurance Proceeds, plus any amount deposited by Landlord or Tenant to defray the expenses of the Casualty Restoration; and

(5) that the work described has been completed in accordance with the plans and specifications applicable thereto, in a good and workmanlike manner and in accordance with all Requirements.

(ii) Lien waivers, title insurance company reports or such other evidence, reasonably satisfactory to Landlord, to the effect that there has not been filed with respect to the Premises any vendor's, mechanic's, laborer's, materialman's or other lien which has not been discharged of record, except such as will be discharged by payment of the amount then requested; and

(iii) Such other documentation regarding the Casualty Restoration as Landlord or the Recognized Mortgagee shall reasonably require.

(b) Tenant shall, prior to the commencement of the Casualty Restoration, furnish to Landlord an estimate of the total cost of the Casualty Restoration certified by the architect or engineer in charge of the Casualty Restoration.

(c) Upon compliance by Tenant with the foregoing provisions of this Article, the holder of the Net Insurance Proceeds shall pay to Tenant or the persons named in the certificate referred to in Section 8.3(a), from the Net Insurance Proceeds, an amount equal to ninety percent (90%) of the cost of the Casualty Restoration which is evidenced by the request. At the completion of each contract or subcontract in connection with the Casualty Restoration, the balance of the Net Insurance Proceeds relating to that portion of the work, to the extent of and as required to complete the payment of Casualty Restoration costs relating to that portion of the work, shall be paid to Tenant and Tenant shall provide to Landlord reasonable evidence that the Casualty Restoration relating to that portion of the work has been paid for in full.

(d) If the amount of any Net Insurance Proceeds, excluding deposits made by Landlord or Tenant pursuant to Section 8.3(b) above, shall exceed the entire cost of the Casualty

Restoration, such excess, upon completion of the Casualty Restoration, shall, if this Lease shall be in full force and effect and not in default, be disbursed to Tenant, or if this Lease is no longer in full force and effect or is in default, such excess shall be paid to and retained by Landlord and shall be credited against any amounts due hereunder which are in default; any remaining balance shall be paid to Tenant.

Section 8.4 Effect of Casualty on This Lease.

Except as provided in Sections 8.1 and 8.6 herein, this Lease shall not terminate, be forfeited or be affected in any manner, and there shall be no reduction or abatement of Rent (except to the extent Landlord receives the net proceeds of the insurance described in Section 7.8), by reason of damage to, or total or partial destruction of, or untenantability of, the Premises or any part thereof resulting from such damage or destruction except as set forth herein. Tenant's Rent obligations hereunder shall continue as though the Premises had not been damaged or destroyed and shall continue without abatement, suspension, diminution or reduction whatsoever. Subject to Unavoidable Delays and taking into account Tenant's Casualty Restoration obligations (including, without limitation, the effect of the casualty and the Casualty Restoration on the Tenant's ability or inability to comply with its obligations under this Lease), Tenant's non-Rent obligations hereunder shall continue as though the Premises had not been damaged or destroyed and shall continue without abatement, suspension, diminution or reduction whatsoever; however, if the casualty or Casualty Restoration impairs Tenant's ability to provide any or all of the Public Benefits, Tenant shall work diligently to resume providing Public Benefits as soon as feasible.

Section 8.5 Collection of Proceeds

Each of the parties shall execute such documents as may be reasonably required to facilitate collection of any insurance proceeds paid or payable in connection with any casualty affecting the Premises.

Section 8.6 Governmental Prohibitions.

If Tenant is prohibited from repairing or restoring the Tenant's Improvements in accordance with Section 8.2 by statutes, laws, ordinances, rules or regulations of the appropriate Governmental Authorities, Tenant shall have the right, to be exercised by written notice to Landlord within sixty (60) days of the date Tenant receives notice from such Governmental Authorities that Tenant's proposed repairs or restoration are prohibited, to terminate this Lease and the Development Agreement. Such notice from Tenant to Landlord shall operate to terminate all obligations and liabilities of Tenant under this Lease and the Development Agreement from and after the date of such notice, except those obligations and liabilities which specifically survive termination of this Lease and the Development Agreement and except as set forth in this Section. In the event of termination of this Lease and the Development Agreement pursuant to this provision, all proceeds of casualty insurance shall be retained by Tenant; except,

that Tenant, if requested by Landlord, shall remove from the Land Tenant's Improvements and restore the Land to a level grade but the foregoing shall not be construed to obligate Tenant to remove any underground improvements such as utility lines or to add any fill to the Land.

Article 9- Condemnation

Section 9.1 Substantial Taking.

(a) **Termination of Lease for Substantial Taking.** If all or Substantially All of the Premises are taken (excluding a taking of the fee interest in the Premises if, after such taking, Tenant's rights under this Lease are not affected and no rights of any Recognized Mortgagee are affected) for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement among Landlord, Tenant, Recognized Mortgagee and those authorized to exercise such right, this Lease shall terminate on the Date of Taking, all obligations and liabilities of Tenant under this Lease shall be terminated, and the Rent and/or Impositions payable by Tenant hereunder shall be apportioned and paid to the Date of Taking.

(b) **Disbursement of Award.** If all or Substantially All of the Premises are taken or condemned as provided in Section 9.1(a), the Net Condemnation Award paid or payable to Landlord, Tenant or any lender or mortgagee claiming through either of them in connection with such taking or condemnation shall be paid as follows: (1) there shall first be paid to Landlord an amount equal to the Net Condemnation Award multiplied by a fraction, the numerator of which is the appraised value of the Land immediately prior to such condemnation, and the denominator of which is the appraised value of the Premises immediately prior to such condemnation; (2) there shall next be paid to the Recognized Mortgagee so much of the Net Condemnation Award as shall equal the unpaid principal indebtedness secured by such Recognized Mortgagee with interest thereon at the rate specified therein to the date of payment (including any prepayment fees thereon and any so-called "yield maintenance" or "make-whole" amounts or other sums intended to assure to the Recognized Mortgagee a certain rate of return under the loan secured by the Recognized Mortgage, if any, as well as any costs payable by Tenant in connection with such Recognized Mortgage pursuant to any "swaps" or other interest rate protection or hedging mechanism); and (3) the remaining Net Condemnation Award shall be disbursed to Tenant. The appraised values referred to in Section 9.1(b)(1) shall be determined using an appraisal process based upon "fair market value."

(c) **Definitions.**

(i) **"Date of Taking"** means the earlier of (1) the date on which actual possession of all or Substantially All of the Premises, or any part thereof, as the case may be, is acquired by any lawful power or authority pursuant to the provisions of applicable law, or (2) the date on which title to all or Substantially All of the Premises, or any part thereof, as the case may be, has vested in any lawful power or authority pursuant to the provisions of applicable law.

(ii) **"Substantially All of the Premises"** means such portion of the Premises as, when so taken, would leave, in Tenant's good faith determination, a balance of the Premises that, due either to the area so taken or the location of the part so taken in relation to the part not so taken, would not, under economic conditions, physical constraints, zoning laws, building regulations and other Requirements then existing, readily accommodate a new or reconstructed building or buildings and other improvements of a type fully comparable to the Tenant's Improvements existing at the Date of Taking. Tenant shall notify Landlord, on or about the Date of Taking, in writing of its determination as to whether or not "Substantially All of the Premises" has been taken. If Tenant does not determine that "Substantially All of the Premises" has been taken, then this Lease shall not terminate and expire but shall continue in force and effect, subject to the other provisions of this Article 9. If Tenant determines that "Substantially All of the Premises" has been taken, then this Lease shall terminate and expire on the Date of Taking pursuant to Section 9.1(a).

(iii) **"Net Condemnation Award"** shall mean the actual amount of the award paid in connection with or arising from the acquisition or other taking of all or Substantially All of the Premises or any portion of the Premises by any Governmental Authority, less all reasonable out-of-pocket expenses incurred by Landlord, Tenant or Recognized Mortgagee in connection with obtaining such award, including, without limitation, all reasonable attorneys' fees and disbursements incurred in connection therewith.

Section 9.2 Less Than Substantial Taking.

(a) **Taking of Less than Substantially All of the Premises.** If less than Substantially All of the Premises are taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by

agreement among Landlord, Tenant, any Recognized Mortgagee and the entity authorized to exercise such right, whether prior to or after the completion of the initial construction of the Premises, this Lease shall continue for the remainder of the Term without diminution of any of Tenant's obligations hereunder, but with a fair and equitable abatement and modification of Rent and of the obligation to provide the Public Benefits.

(b) **Obligation to Restore the Premises.** If less than Substantially All of the Premises are taken as provided in Section 9.2(a), whether prior to or after the completion of the initial construction of the Premises, Tenant shall, in accordance with the provisions of this Article, restore the remaining portion of the Premises, to the extent feasible, to substantially the same condition thereof as it existed immediately before such taking (a **"Condemnation Restoration").**

(c) **Condition to Obligation to Restore.** Tenant shall make such repairs and restoration regardless of whether the Award Balance is less than the full amount required to restore the Tenant's Improvements as provided herein.

(d) **Disbursement.** If less than Substantially All of the Premises are taken as provided in Section 9.2(a), the Net Condemnation Award payable to Landlord, Tenant and any lender or mortgagee claiming through either of them shall be paid as follows: (1) first to the cost of the Condemnation Restoration; (2) second to Landlord for payment of any amounts due and payable hereunder which are in default; (3) third to the Recognized Mortgagee for any amounts due and payable under its Recognized Mortgage which are in default; (4) fourth to Recognized Mortgagee to the extent required by the Recognized Mortgage as a result of the less than Substantial Taking; and (5) fifth pursuant to Section 9.1(b)(1).

(e) **Commencement of Construction Work.** Subject to Unavoidable Delays, Tenant shall commence the Construction Work in connection with a Condemnation Restoration within ninety (90) days after receipt of the Net Condemnation Award arising from the taking which caused the need for such Condemnation Restoration and shall diligently pursue the completion of such Condemnation Restoration.

(f) **Pay Down of Mortgages Prohibited,** No Mortgagee (Recognized or otherwise) shall have the right to apply any award proceeds paid in connection with any taking toward payment of the sum secured by its Mortgage to the extent that this Lease requires that Tenant effect a Condemnation Restoration with such proceeds.

Section 9.3 Restoration Funds.

(a) Provided Tenant is conducting the Condemnation Restoration in accordance with this Lease, the Net Condemnation Award shall be paid out from time to time as the Condemnation Restoration progresses, upon the written request of Tenant, which request shall be accompanied by the following:

(i) A certificate signed by Tenant and the architect or engineer in charge of the Condemnation Restoration, reasonably satisfactory to Landlord, dated not more than fifteen (15) days prior to such request, setting forth:

(1) that the sum then requested either has been paid by Tenant or is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons who have rendered services or furnished materials for the work specified, and stating that no part of such expenditures has been or is being made the basis of any previous or then pending request for the withdrawal of the Net Condemnation Award;

(2) a brief description of the services and materials;

(3) that, except for the amount described in Section 9.3(a)(i)(1), there is no outstanding indebtedness actually known to the persons signing such certificate, after due inquiry, which is then due for labor, materials, or services in connection with the Condemnation Restoration;

(4) that the cost, as estimated by the persons signing such certificate, of the work required to complete the Condemnation Restoration does not exceed the amount of the remaining Net Condemnation Award, plus any amount deposited by Tenant to defray the expenses of the Condemnation Restoration; and

(5) that the work described has been completed in accordance with the plans and specifications applicable thereto, in a good and workmanlike manner and in accordance with all Requirements;

(ii) Lien waivers, title company reports or such other evidence, reasonably satisfactory to Landlord, to the effect that there has not been filed with respect to the Premises, any vendor's, mechanic's,

laborer's, materialman's or other lien which has not been discharged of record, except such as will be discharged by payment of the amount then requested; and

(iii) Such other documentation regarding the Condemnation Restoration as Landlord or the Recognized Mortgagee shall reasonably require.

(b) Tenant shall, prior to the commencement of the Condemnation Restoration, furnish to Landlord an estimate of the total cost of the Condemnation Restoration certified by the architect or engineer in charge of the Condemnation Restoration.

(c) Upon compliance by Tenant with the foregoing provisions of this Article, the holder of the Net Condemnation Award shall pay, to Tenant or the persons named in the certificate referred to in Section 9.3(a)(i), from the Net Condemnation Award, an amount equal to ninety percent (90%) of the cost of the Condemnation Restoration which is evidenced by the request. At the completion of each contract or subcontract in connection with the Condemnation Restoration, the balance of the Net Condemnation Award relating to that portion of the work, to the extent of and as required to complete the payment of Condemnation Restoration costs relating to that portion of the work, shall be paid to Tenant and Tenant shall provide to Landlord reasonable evidence that the Condemnation Restoration relating to that portion of the work has been paid for in full.

(d) If the amount of any Net Condemnation Award, excluding deposits made by Tenant pursuant to Section 9.3(b) above, shall exceed the entire cost of the Condemnation Restoration, such excess, upon completion of the Condemnation Restoration, shall, if this Lease shall be in full force and effect, be disbursed to Tenant, or if this Lease shall not be in full force and effect, such excess shall be paid to and retained by Landlord. Any amounts deposited by Tenant pursuant to Section 9.3(b) above shall be returned to Tenant to the extent the same are not necessary to fund the cost of the Condemnation Restoration.

Section 9.4 Temporary Taking.

(a) **Notice of Temporary Taking.** If the temporary use of the whole or any portion of the Premises is taken for a public or quasi-public purpose by a lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement between Tenant and those authorized to exercise such right, Tenant shall give Landlord notice within five (5) Business Days thereof. The Term shall not be reduced or affected in any way by reason of such temporary taking and Tenant shall continue to pay to Landlord the Rent and/or Impositions without reduction or abatement; provided, however, if such temporary taking is for a period in excess of ninety (90) days, then such taking shall be deemed a permanent taking and the provisions of Sections 9.1 and 9.2, as applicable, shall apply.

(b) **Temporary Taking Not Extending Beyond the Term.** If the temporary taking is for a period not extending beyond the Term (including a taking restricted entirely to Tenant's Interest in the Premises and not affecting Landlord's interest in any way), Tenant shall apply the award it receives in compensation therefor toward a Condemnation Restoration in accordance with Section 9.3, and Tenant shall, subject to the rights of any Recognized Mortgagee, be entitled to retain any remaining amount of such award.

(c) **Temporary Taking Extending Beyond the Expiration of the Term.** If the temporary taking is for a period extending beyond the Expiration of the Term, the award or payment shall first be disbursed pursuant to Section 9.3 to be applied toward such restoration of the Tenant's Improvements as may have been necessitated by such taking, and the remainder shall be equitably apportioned between Landlord and Tenant as of the Expiration of the Term.

Section 9.5 Governmental Action Not Resulting in a Taking.

In case of any governmental action not resulting in the taking or condemnation of any portion of the Premises but creating a right to compensation therefor, such as the changing of the grade of any street upon which the Premises abut, then this Lease shall continue in full force and effect without reduction or abatement of Rent and/or Impositions. Any award payable thereunder shall be applied (i) first to reimburse Tenant for any Construction Work performed by Tenant resulting from such governmental action and for attorneys' fees and costs related thereto as well as to Landlord for its attorneys' fees, and c6sts related thereto; provided, however, that Landlord was not acting in its governmental capacity, (ii) second, any remaining amount shall be used to cure any monetary defaults under this Lease, and (iii) the remainder shall be paid to Tenant.

Section 9.6 Collection of Awards.

Each of the parties shall execute such documents as may be reasonably required to facilitate collection of any awards made in connection with any condemnation proceeding referred to in this Article 9.

Section 9.7 Negotiated Sale.

As applied to this Article 9 only, in the event of a negotiated sale of all or a portion of the Premises in lieu of condemnation, the proceeds shall be distributed as provided in cases of condemnation.

Section 9.8 No Waiver.

Notwithstanding anything to the contrary contained herein, the City, acting in its governmental capacity, does not waive, and hereby reserves, its right to consent or withhold consent to any acquisition of property owned by or belonging to, the City, including the Premises.

Section 9.9 Effect of Taking on This Lease.

Except as provided in Section 9.1 and Section 8.6, this Lease shall not terminate, be forfeited or be affected in any manner, and there shall be no reduction or abatement of Rent and/or Impositions, by reason of any taking of the Premises or any part thereof. Except as provided in Section 9.2(a), Tenant's Rent and/or Imposition obligations hereunder shall continue as though the Premises had not been taken and shall continue without abatement, suspension, diminution or reduction whatsoever. Subject to Unavoidable Delays and taking into account Tenant's Condemnation Restoration obligations, (including, without limitation, the effect of the taking and the Condemnation Restoration on the Tenant's ability or inability to comply with its obligations under this Lease, including but not limited to its inability to provide any or all of the Public Benefits) Tenant's non-Rent obligations hereunder shall continue as though the Premises had not been taken and shall continue without abatement, suspension, diminution or reduction whatsoever; however, if the taking or Condemnation Restoration impairs Tenant's ability to provide any or all of the Public Benefits, Tenant's obligations to provide such Public Benefits shall be proportionately reduced or abated, as necessary, in accordance with such impairment, and Tenant shall work diligently to resume providing Public Benefits as soon as feasible.

Article 10- Transfer and Subletting

Section 10.1 Purpose of Restrictions on Transfer.

Subject to the provisions of this Article, this Lease is granted to Tenant solely for the purpose of development of the Premises and its subsequent use in accordance with the terms hereof, and not for speculation in landholding or development. Tenant recognizes that, in view of the importance of the development of the Premises to the educational and cultural welfare of the City, as more fully described in Recital B and **Exhibit "C"**, the qualifications and identity of Tenant are of particular concern to Landlord. Tenant further recognizes that it is because of such qualifications and identity that Landlord is entering into this Lease with Tenant and, in so doing, is further willing to accept and rely on the obligations of Tenant for the faithful performance of all undertakings and covenants by it to be performed.

Section 10.2 Restrictions on Transfer of the Tenant's Interest in the Premises

(a) No Transfer of Tenant's Interest in the Premises. Tenant shall not sell, transfer, convey or assign (each, a "Transfer") Tenant's Interest in the Premises, other than a Foreclosure Transfer, without the prior written consent of Landlord and to a transferee capable of fulfilling all of Tenant's obligations under the Lease, and Tenant shall not be released from its obligations hereunder unless the Transferee shall assume in writing all such Lease obligations. Tenant shall give Landlord thirty (30) days' prior written notice of any such Transfer and assumption, if applicable, along with such information pertinent to the foregoing as may be reasonably requested by Landlord. No Transfer shall modify or reduce Tenant's obligations under this Lease or modify or increase Landlord's obligation under this Lease. Any consent to a

Transfer shall not waive any of Landlord's rights to consent to a subsequent Transfer. Any Transfer made in violation of the terms hereof shall be null and void and of no force and effect.

(b) Foreclosure Transfer. A Foreclosure Transfer pursuant to the provisions of Article 11 shall not require the consent of the Landlord. Following a Foreclosure Transfer, a Recognized Mortgagee shall not be liable under this Lease with respect to any matter arising prior to its actual ownership of the Premises, except:

(i) unpaid Rent and/or Impositions (but only to the extent the Recognized Mortgagee is obligated to pay such unpaid Rent and/or Impositions pursuant to Article 11), other monetary obligations of Tenant under this Lease, including defaults which can be cured by the payment of money and are in a liquidated amount, non-monetary defaults which a Recognized Mortgagee can cure or remedy without title and possession, (all such defaults to include any then existing event, matter or occurrence which, with the passage of time or the happening of future events, matters or occurrences, becomes an Event of Default); and

(ii) as provided in Article 11 (it being understood, nevertheless, that the limitation of any such liability of Recognized Mortgagee shall not impair, impede or prejudice any other right or remedy available to Landlord for default by Tenant and/or the then current transferee).

(c) Mortgagee Liability After Foreclosure Transfer. A Recognized Mortgagee shall be liable under the Lease only during its period of ownership, but shall not be liable under this Lease with respect to any matter arising after it transfers Tenant's Interest in the Premises to a third party pursuant to a transfer permitted under Article 10, as more particularly described below.

(d) Conditions of Consent to Transfer. Following a Recognized Mortgagee's obtaining title to the Premises pursuant to a Foreclosure Transfer, a Recognized Mortgagee may not Transfer the Premises to a third party ("Transferee") without the prior written consent of Landlord.

(i) In the event the proposed Transferee is a not-for-profit cultural entity which intends to use the Premises for cultural and related uses permitted by Article 6 hereof, Landlord shall not increase the Rent due under the Lease, but may impose other reasonable restrictions on such Transfer.

(ii) In the event the proposed Transferee is a for-profit commercial entity which intends to use the Premises for uses other than those permitted by Article 6 herein,

Landlord may impose other reasonable restrictions on such Transfer, and also reserves the right to: (A) renegotiate the amount of Base Rent to be paid under the Lease to the Fair Market Rent; and (B) further condition its consent by requiring Transferee to pay any and all expenses or other charges and costs that, in the opinion of Bond Counsel, are necessary to preserve the tax exempt status of the Bonds including, without limitation, retirement of all or a portion of the Bonds.

Section 10.3 Landlord's and Tenant's Agreement.

Both Parties recognize that each has entered into this Lease in order to provide an educational and cultural benefit to the community. Tenant recognizes Landlord's desire that the Land continue to be utilized for the public purpose for which this Lease was granted and Tenant shall use its best efforts to continue to utilize the Land in accordance with the intent of this Lease. Landlord recognizes Tenant's commitment to developing the Premises and further recognizes the financial cost to Tenant in constructing the Premises on Landlord's Land. However, both parties recognize that, notwithstanding the best efforts of Tenant, there is a possibility that an Event of Default could occur under this Lease.

Section 10.4 The Qualified Replacement Tenant.

Notwithstanding anything to the contrary contained in this Lease, in exercising its remedies upon an Event of Default under Section 22.1(b), Landlord may begin searching for an appropriate entity to lease and utilize the Premises (the "Qualified Replacement Tenant"). Landlord shall, however, not enter into any agreement with a Qualified Replacement Tenant or in any other manner encumber the improvements, the leasehold estate or enter into a substitute lease agreement for a period of nine (9) months after the occurrence of the Event of Default (the "Search Period"). During the Search Period, Tenant shall be permitted to solicit offers from Qualified Replacement Tenants. Each of Landlord and Tenant shall negotiate with prospective Qualified Replacement Tenants during the Search Period in order to produce the best offer for a new lease with Landlord (the "Best Offer"). Any and all offers shall consist of a list of the qualifications of the Qualified Replacement Tenant to utilize the Premises in a manner that would meet the requirements of Section 10.2(d)(i) or (ii). In addition, the offer shall include the amount such Qualified Replacement Tenant would agree to pay for the Building. Tenant shall be compensated up to the total cost and expense to Tenant of the Building. Thereafter, the remaining balance of all payments made by the Qualified Replacement Tenant to purchase the Building shall be payable to Landlord.

Section 10.5 Dispute.

In the event Landlord and Tenant are unable to agree upon which offer is the Best Offer, such dispute shall be handled by arbitration in the manner provided in Section 22.11 below.

Section 10.6 Subleasing.

During the Lease Term or Extended Term, if applicable, Tenant shall not have the right to enter into one or more Subleases without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. As to each Sublease: (i) the terms and conditions of each Sublease shall be subject to and subordinate to this Lease; (ii) the use of the subleased or licensed premises shall be solely for the Uses permitted under Section 6.1; (iii) the term of the Sublease shall be for a period of time less than the Lease Term; and (iv) at the commencement of each Lease Year, Tenant shall deliver to landlord a current list of all Subtenants under Subleases. If requested by Landlord, Tenant shall provide to Landlord copies of all Subleases and amendments thereto.

Article 11- Mortgages

Section 11.1 Right to Mortgage.

(a) Except as otherwise expressly provided for in this Lease, Tenant shall not mortgage, pledge, hypothecate or otherwise encumber Tenant's Interest in the Premises.

(b) Tenant shall have the right to mortgage, pledge, hypothecate or otherwise encumber Tenant's Interest in the Premises to secure Debt by one or more Recognized Mortgage(s) without Landlord's approval.

Section 11.2 Effect of Mortgages.

(a) **Landlord's Interest.** No Mortgage shall extend to or be a lien or encumbrance upon, Landlord's Interest in the Premises or any part thereof or any appurtenant rights thereto which have not been granted to Tenant under this Lease. A Mortgage may extend to and be a lien or encumbrance upon the entire Tenant's Interest in the Premises.

(b) **Mortgagee's Rights Not Greater than Tenant's.** The execution and delivery of a Recognized Mortgage shall not give or be deemed to give a Recognized Mortgagee any greater rights against Landlord than those granted to Tenant hereunder, except as otherwise expressly provided in this Lease.

Section 11.3 Notice and Right to Cure Tenant Defaults.

(a) Notice to Recognized Mortgagee. Landlord shall give to each Recognized Mortgagee, in the manner provided by the provisions of Section 10.3 and Section 2.3 at such address as such Recognized Mortgagee may confirm to Landlord, a copy of each notice of Default at the same time as it gives notice of Default to Tenant, and no such notice of Default shall be deemed effective with respect to any Recognized Mortgagee unless and until a copy thereof shall have been so received by or refused by such Recognized Mortgagee, as applicable. Landlord shall also give each Recognized Mortgagee notice **("Notice of Failure to Cure")** in the event Tenant fails to cure a Default within the period, if any, provided in this Lease for such cure, promptly following the expiration of such period (i.e., an Event of Default). Only Events

of Default expressly described in the Notice of Failure to Cure may give rise to a termination of this Lease by Landlord pursuant to its termination rights hereunder.

(b) **Right and Time to Cure.** The Recognized Mortgagee shall have a period of sixty (60) days after receipt of the Notice of Failure to Cure, in the case of any Event of Default, to (1) cure the Event of Default referred to in the Notice of Failure to Cure, or (2) cause it to be cured, subject to the provisions of Section 22.1(b). Nothing contained herein shall be construed as imposing any obligation upon any Mortgagee to so perform or comply on behalf of Tenant. Anything contained in this Lease to the contrary notwithstanding, Landlord shall have no right to terminate this Lease prior to the delivery of a Notice of Failure to Cure or following the delivery of a Notice of Failure to Cure if, within sixty (60) days after receipt of Landlord's Notice of Failure to Cure, any Recognized Mortgagee shall:

(i) notify Landlord of such Recognized Mortgagee's desire to cure the matter described in such Notice of Failure to Cure;

(ii) pay or cause to be paid all Rent and/or Impositions then due and in arrears as specified in the Default Notice from Landlord to such Recognized Mortgagee (provided, however, in the event that the Recognized Mortgagee (A) provides notice to Landlord pursuant hereto, and (B) files a foreclosure action within sixty (60) days of its receipt of the Notice of Failure to Cure and diligently prosecutes such foreclosure, the Recognized Mortgagee's curative obligations with regard to an Event of Default as provided in this Section 11.3(b)(ii) shall be excused, subject to the provisions of Section 11.3(b)(iv), which shall be applicable during the pendency of a foreclosure);

(iii) cure all Defaults by Tenant in the observance or performance of any term, covenant or condition of this Lease on Tenant's part to be observed or performed (other than the payment of Rent and/or Impositions), or if any such Default is of such a nature that it cannot reasonably be remedied within such sixty (60) day period (but is otherwise reasonably susceptible to cure), Recognized Mortgagee shall, (i) within sixty (60) days after the giving of such Notice of Failure to Cure, advise Landlord of such Recognized Mortgagee's intention to institute all steps (and from time to time, as reasonably requested by Landlord, such Recognized Mortgagee shall advise Landlord of the steps being taken) necessary to remedy such Default (which such steps shall be reasonably designed to effectuate the cure of such Default in a commercially reasonable manner), and (ii) thereafter diligently prosecute to completion all such steps necessary to remedy the same, it being

acknowledged by Landlord that, if possession or control of the Premises is required to effect such cure, the diligent prosecution of a foreclosure of a Recognized Mortgage, and the continuing efforts by such Recognized Mortgagee to effect such cure following completion of such foreclosure, shall constitute a part of the steps necessary to remedy such Default. Nothing in this Lease shall require a Recognized Mortgagee or its Designee or Foreclosure Transferee to cure any default of Tenant not reasonably susceptible of being cured by such Person; and

(iv) if such Recognized Mortgagee files a foreclosure, during the pendency of such foreclosure, pays or causes to be paid all current monthly Rent and/or Impositions due beginning upon the filing of such foreclosure.

Notwithstanding the foregoing, following the delivery of a Notice of Failure to Cure, within five (5) Business Days following the written request of any Recognized Mortgagee, Landlord shall deliver to such Recognized Mortgagee a statement certifying the aggregate amount of Rent and/or Impositions then due and in arrears hereunder, but no such request shall increase any of the time periods provided for in this Section 11.3(b).

(c) **Acceptance of Mortgagee's Performance.** Landlord shall accept performance by a Mortgagee of any covenant, condition or agreement on Tenant's part to be performed hereunder with the same force and effect as though performed by Tenant.

(d) **Other Rights of Mortgagees.** Notwithstanding any other provision of this Lease, no payment made to Landlord by any Mortgagee shall constitute the Mortgagee's agreement that such payment was, in fact, due under the terms of this Lease.

(e) **Landlord's Self-Help Rights.** Notwithstanding the foregoing provisions of this Section 11.3, if a Recognized Mortgagee fails (for any reason) to cure any Default by Tenant described in Section 11.3(b)(iii) within sixty (60) days following receipt of the Notice of Failure to Cure regarding such Default, then Landlord may upon notice, but shall be under no obligation to, perform the obligation of Tenant, the breach of which gave rise to such Default, without waiving or releasing Tenant from its obligations with respect to such Default. Tenant hereby grants Landlord access to the Premises in order to perform any such obligation. Any amount paid by Landlord in performing Tenant's obligations as provided herein, including all costs and expenses incurred by Landlord in connection therewith, shall constitute Rent hereunder and shall be reimbursed to Landlord within thirty (30) days following Landlord's demand therefore.

(f) **Acceptance of Landlord's Performance.** Tenant shall cause all Mortgages to contain a provision requiring that all Mortgagees shall accept performance by

Landlord, within the applicable grace periods available to Tenant, to cure defaults under any covenant, condition or agreement on Tenant's part to be performed under such Mortgages with the same force and effect as though performed by Tenant.

Section 11.4 Recognized Mortgagee as Tenant Under this Lease.

If a Recognized Mortgagee becomes Tenant under this Lease, then, in that event, such Recognized Mortgagee shall, during the period of its tenancy:

(a) pay all current Rent and/or Impositions commencing as of the date such Recognized Mortgagee becomes Tenant (the **"Reinstatement Date");**

(b) comply with all the covenants and conditions of this Lease; and

(c) pay all Impositions as of the Reinstatement Date.

Section 11.5 Execution of New Tenant's Documents.

(a) **Notice of Termination.** If this Lease is terminated by reason of an Event of Default, or by reason of the rejection thereof by or on behalf of Tenant in bankruptcy or for any other reason, Landlord shall give prompt notice thereof to each Recognized Mortgagee.

(b) **Request for and Execution of New Tenant's Documents.** If, within sixty (60) days of receipt of the notice referred to in Section 11.5(a), the Recognized Mortgagee shall request, in writing, a new lease (the "New Tenant's Documents") with the Recognized Mortgagee or Foreclosure Transferee identified in such request, then, subject to the provisions of Sections 11.5(c) and 11.6, within ninety (90) days after Landlord shall have received such request, Landlord shall execute and deliver New Tenant's Documents covering the remainder of the Term to the Recognized Mortgagee or Foreclosure Transferee that has satisfied the requirements set forth in Sections 10.3 and 10.4, and such Recognized Mortgagee (or Foreclosure Transferee) shall execute and deliver such New Tenant's Documents to Landlord within thirty (30) days following receipt thereof by such Recognized Mortgagee (or Foreclosure Transferee). Such New Tenant's Documents shall be effective upon the execution thereof by both Landlord and such Recognized Mortgagee or Foreclosure Transferee. The New Tenant's Documents shall contain all of the covenants, conditions, limitations and agreements, and all of Tenant's rights and remedies, contained in this Lease (including, without limitation, a conveyance by Landlord of all then-existing Tenant's Improvements); provided, however, Landlord shall not be deemed to have represented or covenanted that such New Tenant's Documents are superior to claims of Tenant, its other creditors or judicially appointed receiver or trustee for Tenant; provided further, however, such New Tenant's Documents will have the same priority over any encumbrances on the estate of Landlord which Tenant has or had by virtue of this Lease and the Recognized Mortgagee (or Foreclosure Transferee) will not have any obligation to perform any acts under this Lease which shall at such time have already been performed by Tenant. Simultaneously with the making of such New Tenant's Documents, the

party obtaining such New Tenant's Documents and all other parties junior in priority of interest in the Premises shall, at the option the Recognized Mortgagee or Foreclosure Transferee, execute, acknowledge and deliver such new instruments, including new mortgages and new Subleases, as applicable, and shall make such payments and adjustments among themselves, as shall be necessary and proper for the purposes of restoring to each of such parties as nearly as reasonably possible, the respective interest and status with respect to the Premises which was possessed by the respective parties prior to the termination of this Lease as aforesaid.

Concurrently with the execution and delivery of such New Tenant's Documents, Landlord shall assign to the tenant, declarant or co-declarant (the **"New Tenant")** named therein all of its right, title and interest in and to moneys (including, without limitation, (i) subrents collected which have not been applied or are not being held for application to Rent and/or Impositions and the costs incurred by Landlord to operate, maintain and repair the Premises, and (ii) insurance and condemnation proceeds which have not been applied or are not being held for application to the costs incurred by Landlord to restore the Premises), if any, then held by or payable to Landlord which Tenant would have been entitled to receive but for termination of this Lease or Landlord's exercise of its rights upon the occurrence of an Event of Default; provided, however, that Landlord shall not be required to assign such moneys to such New Tenant unless and until such New Tenant shall have cured all Events of Default that existed under this Lease prior to the execution of such New Tenant's Documents to the extent such Events of Default are reasonably susceptible of cure by such New Tenant.

Upon the execution and delivery of New Tenant's Documents under this Section 11.5(b), all Subleases which theretofore may have been assigned to Landlord shall be assigned and transferred, without recourse, representation or warranty, by Landlord to the New Tenant named in such New Tenant's Documents. Between the date of termination of this Lease and the date of execution and delivery of the New Tenant's Documents (but not later than thirty (30) days following receipt of such New Tenant's Documents by such Recognized Mortgagee, Landlord shall not enter into any new Subleases, cancel or modify any then existing Subleases or accept any cancellation, termination or surrender thereof (unless such termination shall be effected as a matter of law on the termination of this Lease) without the written consent of a Recognized Mortgagee, except as permitted in the Subleases.

For so long as the Recognized Mortgagee (or Foreclosure Transferee) shall have the right to enter into a new ground lease with Landlord pursuant to this Section 11.5(b), Landlord shall not enter into a new lease of the Land with any Person other than the Recognized Mortgagee (or Foreclosure Transferee), without the prior written consent of the Recognized Mortgagee. The provisions of Section 11.5(b) shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if Section 11.5(b) were a separate and independent contract made by Landlord, Tenant and any Recognized Mortgagee and, from the effective date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new ground lease if such Recognized Mortgagee (or Foreclosure Transferee) has requested the New Tenant's Documents within sixty

(60) days after receipt of the aforesaid notice from Landlord, the Recognized Mortgagee may use and enjoy the leasehold estate created by this Lease without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new ground lease with the Recognized Mortgagee shall be deemed a separate agreement between Landlord and such Recognized Mortgagee, separate and apart from this Lease as well as a part of this Lease, and shall be unaffected by the rejection of this Lease in any bankruptcy proceeding by any party.

(c) **Conditions Precedent to Landlord's Execution of New Tenant's Documents.** The provisions of Section 11.5(b) notwithstanding, Landlord shall not be obligated to enter into New Tenant's Documents with a Recognized Mortgagee or Foreclosure Transferee unless:

(i) the Recognized Mortgagee or Foreclosure Transferee shall pay to Landlord, concurrently with the execution and delivery of the New Tenant's Documents, all unpaid Rent and/or Impositions due under this Lease (subject, however, to Sections ____ and ____ as to Impositions) up to and including the date of the commencement of the term of the New Tenant's Documents, and all reasonable out-of-pocket expenses, as evidenced by receipted bills therefor, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred in connection with the Default or Event of Default, the termination of this Lease and the preparation of such New Tenant's Documents, less the net revenue of the Premises actually received by Landlord from the date of termination of this Lease to the date of execution of the New Tenant's Documents, with any excess of the total of such sums and expenses to be applied by Landlord to the payment of Rent and Impositions due under such New Tenant's Documents; and

(ii) in the case of a Default or Event of Default, the Recognized Mortgagee or Foreclosure Transferee shall promptly after execution of the New Tenant's Documents, satisfy all obligations and cure all Events of Defaults existing or continuing under this Lease at the time of its termination (as though the Term had not been terminated) and which are reasonably susceptible to cure by such Recognized Mortgagee (or Foreclosure Transferee).

(d) **No Waiver of Default**. The execution of New Tenant's Documents shall not constitute a waiver of any Default existing or continuing immediately before termination of this Lease and, except as to a Default which is not reasonably susceptible of being cured by the Recognized Mortgagee or Foreclosure Transferee (e.g., the insolvency of Tenant), the New Tenant under the New Tenant's Documents shall cure, within the applicable periods in such New Tenant's Documents (which periods shall be identical to the periods set forth in Section 2.2), all Defaults existing under this Lease immediately before its termination. Nothing in this Lease shall require a Recognized Mortgagee or Foreclosure Transferee, as a condition to the exercise of its right to enter into New Tenant's Documents, to cure any default of Tenant not reasonably susceptible of being cured by such Person (e.g., a bankruptcy-related default).

(e) **Payments under Lease.** If the Recognized Mortgagee or Foreclosure Transferee shall enter into New Tenant's Documents pursuant to this Article and if, upon such termination of this Lease, Tenant, but for such termination, would have been entitled to receive any amount of money pursuant to the provisions of this Lease, then Landlord agrees that, subject to any rights of setoff Landlord may have, the same shall be paid to the Recognized Mortgagee or Foreclosure Transferee, as the New Tenant under the New Tenant's Documents, in the same manner and to the same extent as it would have been paid or apply the same to or for the benefit of the Recognized Mortgagee or Foreclosure Transferee as if this Lease had not been terminated.

(f) The provisions of this Section 11.5 shall survive the Expiration of the Term.

Section 11.6 Application of Proceeds from Insurance or Condemnation Awards.

To the extent that this Lease requires that insurance proceeds paid in connection with any damage or destruction to the Premises, or the proceeds of an award paid in connection with a taking referred to in Article 9, be applied to restore any portion of the Premises, no Mortgagee shall have the right to apply the proceeds of insurance or awards toward the payment of the sum secured by its Mortgage, except for the reasonable costs of collection thereof.

Section 11.7 Appearance at Condemnation Proceedings.

A Recognized Mortgagee shall have the right to appear in any condemnation proceedings and to participate in any and all hearings, trials and appeals in connection therewith.

Section 11.8 Rights Limited to Recognized Mortgagees.

The rights granted to a Recognized Mortgagee under the provisions of this Lease shall not apply in the case of any Mortgagee that is not a Recognized Mortgagee.

Section 11.9 No Surrender or Modification.

Landlord agrees not to accept a voluntary surrender, termination or modification of this Lease at any time while such Recognized Mortgage(s) shall remain a lien on Tenant's leasehold estate. It is further understood and agreed that any such Recognized Mortgagee(s) shall not be bound by any surrender, termination or modification of this Lease unless such surrender, termination or modification is made with the prior written consent of such Recognized Mortgagee, and this Lease shall not terminate by merger or otherwise as long as the lien of the Recognized Mortgage(s) remains undischarged. The foregoing is not meant to and shall not prohibit a sale of the fee to Tenant so long as no merger of estates shall result therefrom unless all Recognized Mortgagees are satisfied concurrently therewith. Notwithstanding the foregoing, Landlord's waiver or postponement of any obligation of Tenant or any remedy Landlord may have under this Lease shall not constitute a modification for purposes hereof.

Section 11.10 Recognition by Landlord of Recognized Mortgagee Most Senior in Lien.

If there is more than one Recognized Mortgagee, only that Recognized Mortgagee, whose Recognized Mortgage is most senior in lien shall be recognized as having rights under Sections 11.3, 11.4 or 11.5, unless such first priority Recognized Mortgagee has designated in writing to Landlord a Recognized Mortgagee whose Mortgage is junior in lien to exercise such right.

Section 11.11 Recognized Mortgagee's Assignment Rights.

(a) Notwithstanding anything contained in Article 10 or elsewhere in this Lease to the contrary, a Foreclosure Transfer shall not require the consent of Landlord or constitute a breach of any provision of or a Default under this Lease. Upon any such Foreclosure Transfer, Landlord shall recognize the Foreclosure Transferee as Tenant hereunder, provided, however, that such new Tenant shall deliver to Landlord, or shall cause to be delivered to Landlord, within thirty (30) days after the execution thereof, the appropriate instruments provided in Section 10.4 (subject to the provisions of Section 11.11(b)).

(b) Except as expressly provided otherwise in this Lease, no Mortgagee or other Foreclosure Transferee shall be liable under this Lease unless and until such time as it becomes Tenant hereunder, and then only for so long as it remains Tenant hereunder.

Section 11.12 Notices Under a Mortgage.

Tenant shall give to Landlord copies of all notices of default received from a Mortgagee within ten (10) days after receiving written notice of same from Mortgagee.

(a) **Notices.** Tenant shall cause all Mortgages to contain a provision requiring that all Mortgagees shall send to Landlord, simultaneously with the sending of such default notices to Tenant, copies of all default notices or other notices relating to the failure of Tenant to keep any Mortgage in good standing, which notices are sent pursuant to any loan document or security document to Tenant.

(b) **Estoppel Requests.** Tenant shall cause all Mortgages to contain a provision requiring that the Mortgagee shall comply with all reasonable estoppel requests of Landlord. Landlord shall comply with all reasonable estoppel requests of any Mortgagee.

Article 12- Subordination

Section 12.1 No Subordination of Landlord's Proprietary Interest in Land.

Landlord's proprietary interest in the Land, including, without limitation, Landlord's interest in the Development Agreement and this Lease, as the same may be modified, amended or renewed in accordance with the provisions of this Lease, shall not be subject or subordinate to (a) any Mortgage now or hereafter existing, (b) any other liens or encumbrances hereafter

affecting Tenant's Interest in the Premises and Developer's interest in the Development Agreement, or (c) any Sublease or any mortgages, liens or encumbrances now or hereafter placed on any Subtenant's interest in the Premises.

Section 12.2 Tenant's Interest in the Premises Subject to Title Matters.

Tenant's Interest in the Premises, including, without limitation, this Lease and the leasehold estate of Tenant hereby created and all rights of Tenant hereunder and under the Development Agreement are and shall be subject to the Permitted Exceptions.

Article 13- Maintenance, Repair and Alterations

Section 13.1 Maintenance Standards.

(a) Tenant shall, at its own cost and expense, take good care of, and keep and maintain, the Premises in good and safe order and condition, and shall make all repairs therein and thereon, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, necessary to keep the Premises in good and safe order and condition, as other comparable first class projects in similar usage and of similar age are kept (reasonable wear and tear excepted).

(b) Tenant shall not commit, and shall use all reasonable efforts to prevent, waste, damage or injury to the Premises.

(c) All repairs, replacements and renovations made by Tenant shall be substantially equal in quality and class to the original quality of the Tenant's Improvements being repaired and shall be made in compliance with the Requirements.

(d) Tenant shall keep reasonably clean and free from dirt, mud, standing water, rubbish, obstructions and physical encumbrances all areas of the Premises.

(e) Tenant shall dispose of waste from all areas of the Premises in accordance with Requirements and in a prompt and sanitary manner.

Section 13.2 No Obligation to Repair or to Supply Utilities.

Landlord (in its proprietary capacity only) shall not be required to supply any facilities, services or utilities whatsoever to the Premises except for Landlord's Infrastructure Improvements. Landlord shall not have any duty or obligation to make any alteration, change, improvement, replacement, Restoration or repair with respect to the Premises except for Landlord's Infrastructure Improvements.

Section 13.3 Maintenance by Landlord.

As an inducement to Tenant to enter into this Lease, Landlord shall maintain the Garage, the City Hall Parking Expansion, and the Adjacent Property in good condition and repair, including the maintenance of all landscaping and other amenities.

Section 13.4 Alterations.

(a) Subject to the terms and conditions of this Article 13 and the other applicable provisions of this Lease, Tenant may, at any time and from time to time, at its sole cost and expense, make alterations, additional installations, substitutions, improvements, renovations or betterments (collectively, "Alterations") in and to the Premises or any portion thereof provided that:

(i) no Alterations affecting the structural portions, roofs or the heating, air conditioning, elevator, plumbing, electrical, sanitary, mechanical or other service or utility systems shall be undertaken except under the supervision of a licensed architect or licensed professional engineer;

(ii) the Alterations will not result in a violation of any Requirement or change the use permitted in Section 6.1 or violate any other provision of this Lease;

(iii) the outside appearance, character or permitted use of the Premises shall not be materially adversely affected unless approved pursuant to the provisions of Section 13.5(d), and the Alterations shall not materially (1) weaken or impair the structure, (2) reduce the size of or (3) lessen the value of the Premises;

(iv) the proper functioning of any of the heating, air conditioning, elevator, plumbing, electrical, sanitary, mechanical and other service or utility systems of the Premises shall not be materially adversely affected;

(v) no Alteration in excess of One Million Dollars ($1,000,000), adjusted for inflation, shall be undertaken prior to Tenant's delivering to Landlord, at Tenant's option, either (x) a performance bond and a labor and materials payment bond (issued by a surety company reasonably satisfactory to Landlord and licensed to do business in the State of Florida), each in an amount equal to one hundred percent (100%) of the estimated cost and otherwise in form reasonably satisfactory to Landlord, or (y) such other security for the completion of such Alteration, as may be reasonably

satisfactory to Landlord; provided, however, this Section 13.4 shall not apply to a Recognized Mortgagee during the period that it is Tenant under this Lease.

(b) **Approvals.** Tenant, at its expense, shall obtain all necessary permits and certificates from Governmental Authorities for the commencement and prosecution of any Alterations and final approval from Governmental Authorities upon completion, and cause the Alterations to be performed in compliance with all applicable Requirements and requirements of Mortgagees and insurers of the Premises, and any Board of Fire Underwriters, Fire Insurance Rating Organization, or other body having similar functions, and in good and workman-like manner, using materials and equipment at least equal in quality and class to the original quality of the installations at the Premises that are being replaced.

(c) **Costs of Alterations.** The costs of all Alterations shall be borne by Tenant.

Article 14- Requirements

Section 14.1 Tenant's Obligation to Comply With Requirements.

In connection with any Construction Work, and with the maintenance, management, use and operation of the Premises and Tenant's performance of its obligations hereunder, Tenant shall comply promptly with all Requirements, without regard to the nature of the work required to be done, whether extraordinary or ordinary, and whether requiring the removal of any encroachment (but Tenant may seek to obtain an easement in order to cure an encroachment, if permitted by Requirements), or affecting the maintenance, management, use or occupancy of the Premises, or involving or requiring any structural changes or additions in or to the Premises and regardless of whether such changes or additions are required by reason of any particular use to which the Premises, or any part thereof, may be put. No consent to, approval of or acquiescence in any plans or actions of Tenant by Landlord, in its proprietary capacity as landlord under this Lease, or Landlord's designee shall be relied upon or construed as being a determination that such are in compliance with the Requirements, or, in the case of construction plans, are structurally sufficient, prudent or in compliance with the Requirements. Failure of this Lease to address a particular permit, condition, term or restriction shall not relieve Tenant of the necessity of complying with the law governing such permitting requirements, conditions, terms or restrictions.

Section 14.2 Landlord's Obligation to Comply With Requirements.

In connection with the performance of Landlord's obligations hereunder, Landlord shall comply promptly with all Requirements.

Article 15- Discharge of Liens

Section 15.1 Creation of Liens.

(a) Tenant shall not create, cause to be created, or suffer or permit to exist (i) any lien, encumbrance or charge upon this Lease, the leasehold estate created hereby, the income therefrom or the Premises or any part thereof or appurtenance thereto, which is not removed within the time period required pursuant to Section 15.2; (ii) any lien, encumbrance or charge upon any assets of, or funds appropriated to, Landlord; or (iii) any other matter or thing whereby the estate, rights or interest of Landlord in and to the Premises or any part thereof or appurtenance thereto might be materially impaired. Notwithstanding the above, Tenant shall have the right to execute Mortgages and other loan documents, Subleases and other instruments (including, without limitation, equipment leases) as provided by, and in accordance with, the provisions of this Lease.

(b) Landlord shall not create, cause to be created, or suffer or permit to exist (i) any lien, encumbrance or charge upon this Lease, the leasehold estate created hereby, the income therefrom (except as otherwise set permitted in Article 11) or the Premises or any part thereof or appurtenance thereto, which is not removed within the time period required pursuant to Section 15.2, (ii) any lien, encumbrance or charge upon any assets of, or funds appropriated to, Tenant, or (iii) any other matter or thing whereby the estate, rights or interest of Tenant in and to the Premises or any part thereof or appurtenance thereto might be materially impaired.

Section 15.2 Discharge of Liens.

(a) If any mechanic's, laborer's, vendor's, materialman's or similar statutory lien (including tax liens, provided the underlying tax is an obligation of Tenant by law or by a provision of this Lease) is filed against the Premises or any part thereof, or if any public improvement lien created, or caused or suffered to be created by Tenant shall be filed against any assets of, or funds appropriated to, Tenant or Landlord, Tenant shall, within thirty (30) days after Tenant receives notice of the filing of such mechanic's, laborer's, vendor's, materialman's or similar statutory lien or public improvement lien, cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. However, Tenant shall not be required to discharge any such lien if Tenant shall have (i) furnished Landlord with, at Tenant's option, a cash deposit, bond, letter of credit from an Institutional Lender (in form reasonably satisfactory to Landlord), or other security (such as a personal guaranty or title company indemnity) reasonably satisfactory to Landlord, in an amount sufficient to pay the lien with interest and penalties; and (ii) brought an appropriate proceeding to discharge such lien and is prosecuting such proceeding with diligence and continuity; except that if, despite Tenant's efforts to seek discharge of the lien, Landlord reasonably believes that a court judgment or order foreclosing such lien is about to be entered or granted and so notifies Tenant, Tenant shall, within ten (10) days after notice to such effect from Landlord (but not later than three (3) business days prior to the entry or granting of such judgment or order of foreclosure), cause such

lien to be discharged of record or Landlord may thereafter discharge the lien in accordance with Section 21.2 and look to the security furnished by Tenant for reimbursement of its cost in doing so. Notwithstanding anything to the contrary contained in this Section 15.2, in the case of a public improvement lien which provides for installment payments as a means of satisfying such lien, Tenant shall be required only to pay, on a timely basis, all installments when due.

(b) Notwithstanding anything to the contrary contained in Section 15.2(a), if any mechanic's, laborer's, vendor's, materialman's or similar statutory lien (including tax liens, provided the underlying tax is an obligation of Tenant by law or by a provision of this Lease) is filed against the Premises or any part thereof or Tenant's or Landlord's respective interests therein as a result of any action of Landlord, its officers, employees, representatives or agents, Landlord shall, within thirty (30) days after Landlord receives notice of the filing of such mechanic's, laborer's, vendor's, materialman's or similar statutory lien, cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. However, Landlord shall not be required to discharge any such lien if Landlord shall have (i) furnished Landlord with, at Tenant's option, a cash deposit, bond, letter of credit from an Institutional Lender (in form reasonably satisfactory to Landlord), or other security (such as a personal guaranty or title company indemnity) reasonably satisfactory to Landlord, in an amount sufficient to pay the lien with interest and penalties; and (ii) brought an appropriate proceeding to discharge such lien and is prosecuting such proceeding with diligence and continuity; except that if, despite Landlord's efforts to seek discharge of the lien, Tenant reasonably believes that a court judgment or order foreclosing such lien is about to be entered or granted and so notifies Landlord, Landlord shall, within ten (10) days of notice to such effect from Tenant (but not later than three (3) business days prior to the entry or granting of such judgment or order of foreclosure), cause such lien to be discharged of record or Tenant may thereafter discharge the lien in accordance with Section 21.2(a) and look to the security furnished by Landlord for reimbursement of its cost in so doing.

Section 15.3 No Authority to Contract in Name of Landlord.

Nothing contained in this Article shall be deemed or construed to constitute the consent or request of Landlord, express or implied, by implication or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of, the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any lien, mortgage or other encumbrance against Landlord's interest in the Land or any part thereof or against assets of Landlord, or Landlord's interest in any Rent and/or Impositions. Notice is hereby given, and Tenant shall cause all Construction Agreements to provide, that to the extent enforceable under Florida law, Landlord shall not be liable for any work performed or to be performed at the Premises or any part thereof for Tenant or any Subtenant or for any materials furnished or to be furnished to the Premises or any part thereof for any of the foregoing, and no mechanic's, laborer's, vendor's, materialman's or other similar statutory lien for such work or

materials shall attach to or affect Landlord's interest in the Land or any part thereof or any assets of Landlord, or Landlord's interest in any Rent and/or Impositions. The foregoing shall not require Tenant to request advance waivers of lien from contractors or subcontractors.

Article 16- Representations

Section 16.1 No Brokers.

Each of Landlord and Tenant represents to the other that it has not dealt with any broker, finder or like entity in connection with this Lease or the transactions contemplated hereby, and each party shall indemnify the other against any claim for brokerage commissions, fees or other compensation by any Person alleging to have acted for or dealt with the indemnifying party in connection with this Lease or the transactions contemplated hereby.

Section 16.2 Limited Representations by Landlord.

(a) Landlord makes the following representations, covenants and warranties which shall survive the execution of this Lease and the taking of possession of the Property by the Tenant:

(i) The Landlord does not know of any latent or hidden defects affecting the Land or the uses contemplated by this Lease;

(ii) Landlord has taken all requisite actions to make this Agreement binding upon the Landlord; the Landlord is the fee owner of the Land and the Garage Property, and is the sole owner of and has good right, title and authority to convey and transfer all property, rights and benefits which are the subject matter of this Agreement, free and clear of all liens and encumbrances except the Permitted Exceptions; and it has no knowledge of any other liens or claims on or affecting the Land or the Garage Property;

(iii) No party except Tenant and Landlord (subject to the terms of this Lease) shall, on the Possession Date, be in or have any right to possession of the Land or the Garage Property;

(iv) Landlord has no knowledge of any suit, action, claim, audit, arbitration, or legal, administrative, judicial or other proceeding, (including, without limitation, any of the foregoing relating to violations of any Requirements, of any governmental authority having jurisdiction of the Land or the Garage Property), litigation, investigation or proceeding pending, or, to the knowledge or belief of Landlord, threatened, which relates to, affects, or involves the Land or the Garage Property, or which would impair or otherwise adversely affect Landlord's ability to perform its obligations under this Lease, which would affect the Land; or which is or could become a lien upon the Land;

(v) As of the Lease Commencement Date, the Land has been exempt from all ad valorem real property taxes and therefore no tax is due for the year 2002 and all prior years;

(vi) There is, and during the Term, Landlord shall continue to provide perpetual legal and physical ingress and egress to the Land from a paved public street for vehicular traffic and perpetual legal and physical ingress and egress for pedestrian traffic.

(vii) All of the representations and warranties of Landlord contained in this Lease are true as of the date hereof and shall continue to be true as of the Commencement Date. Should any of the representations and warranties prove to be incorrect, it shall be Landlord's obligation to cure forthwith those warranties and representations which are set forth herein at Landlord's expense.

Section 16.3 Tenant's Representations.

Tenant acknowledges, represents and confirms that it or its authorized representatives shall visit the Land and become fully familiar with the physical condition thereof (including but not limited to subsurface conditions) and title matters affecting the Land. Tenant accepts the Land in existing AS IS condition and state of repair and Tenant confirms that, except for the representations expressly set forth in this Lease, (i) no representations, statements, or warranties, express or implied, have been made by, or on behalf of, Landlord with respect to the Land or the transactions contemplated by this Lease, the status of title thereto (except as set forth in Exhibit I), the physical condition thereof, the zoning, wetlands or other laws, regulations, rules and orders applicable thereto or the use that may be made of the Land, or the presence or absence of "hazardous substances" (as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USCA § 9601 et seq.) on or under the Land, (ii) Tenant has relied on no such representations, statements or warranties, and (iii) Landlord shall not be liable to Tenant, in any event whatsoever, to correct any latent or patent defects in the Land, except as otherwise set forth herein.

Article 17 - Limited Liability for Injury or Damage

Section 17.1 Indemnification of Landlord.

The Landlord Indemnified Parties shall not be liable to any Tenant Indemnified Party for, and Tenant shall indemnify and hold Landlord Indemnified Parties harmless from and against, any loss, cost, liability, claim, damage, expense (including, without limitation, reasonable attorneys' fees and disbursements), penalty or fine incurred in connection with or arising from any injury (whether physical (including, without limitation, death), economic or otherwise) to Tenant or to any other Person in, about or concerning the Premises or any damage to, or loss (by theft or otherwise) of, any of Tenant's property or of the property of any other Person in, about or concerning the Premises, irrespective of the cause of injury, damage or loss (including, without limitation, the acts or negligence of any tenant or occupant of the Premises or of any owners or

occupants of adjacent or neighboring property or caused by any Construction Work or by operations in construction of any private, public or quasi-public work) or any latent or patent defects in the Premises, except to the extent any of the foregoing is due to the gross negligence or willful misconduct of any Landlord Indemnified Party. The Landlord Indemnified Parties shall not be liable, to the extent of insurance proceeds paid by insurance carriers under Tenant's insurance policies, for any loss or damage to any Person or property even if due to the gross negligence or willful misconduct of any Landlord Indemnified Party and, to that extent, Tenant relieves Landlord Indemnified Parties from such liability. Without limiting the generality of the foregoing, except to the extent caused by the gross negligence or willful misconduct of any of Landlord Indemnified Parties (and then only in such Landlord Indemnified Party's proprietary capacity as opposed to its governmental capacity), Landlord Indemnified Parties shall not be liable for (i) any failure of water supply, gas or electric current, (ii) any injury or damage to person or property resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, act of God, act of war, act of terrorism, enemy action, flood, wind or similar storms or disturbances, water, rain or ice, or (iii) leakage of gasoline or oil from pipes, appliances, sewer or plumbing works.

Section 17.2 Landlord's Exculpation.

(a) Except for conversion, fraud or willful misconduct (and then only to the extent such party acted in its proprietary capacity as opposed to its governmental capacity), none of the Landlord Indemnified Parties shall have any liability (personal or otherwise) hereunder, and except for Landlord's Interest in the Premises (to the extent permitted by applicable Requirements), no property or assets of the Landlord Indemnified Parties shall be subject to enforcement procedures for the satisfaction of Tenant's remedies hereunder or any other liability of the Landlord Indemnified Parties arising from or in connection with this Lease or the Premises. Nothing contained herein shall be deemed a waiver of any equitable remedies available to Tenant.

(b) Nothing contained in this Section 17.2 or elsewhere in this Lease is in any way intended to be a waiver of the limitation placed upon Landlord's liability as set forth in Section 768.28, Fla. Stat., or of any other constitutional, statutory, common law or other protections afforded to public bodies or governments.

Section 17.3 Notice of Injury or Damage.

Tenant shall notify Landlord within thirty (30) days of any occurrence at the Premises of which Tenant has notice and which Tenant believes could give rise to a claim of One Hundred Thousand Dollars ($100,000.00), adjusted for inflation, or more, whether or not any claim has been made, complaint filed or suit commenced; however, Tenant's failure to so notify Landlord shall not constitute or result in a breach or default of any of the terms or conditions of this Lease or result in a loss of any benefit or right granted to Tenant under this Lease.

Section 17.4 Tenant's Exculpation.

Notwithstanding anything to the contrary in this Lease, Landlord's right to terminate this Lease and force Tenant to surrender title to and possession of the Improvements to Landlord shall not be subject to the limitation of liability contained in this Section 17.4. Other than Tenant's Interest in the Premises, no other property or assets of Tenant shall be subject to levy of execution or enforcement procedure for the satisfaction of Landlord's remedies hereunder or any other liability of Tenant arising from or in connection with this Lease or the Premises. Without limiting the preceding sentence, if, and only if, a Tenant Indemnified Party other than Tenant engages in conversion, fraud or willful misconduct, then such Tenant Indemnified Party shall have personal liability hereunder and the property and assets of such Tenant Indemnified Party shall be subject to levy of execution or enforcement procedure for the satisfaction of Landlord's remedies hereunder with respect to such conversion, fraud or willful misconduct. Nothing contained herein shall be deemed a waiver of any equitable remedies available to Landlord.

Section 17.5 No Punitive Damages.

Neither Landlord nor Tenant shall be liable to the other for any punitive damages in connection with this Lease and Landlord and Tenant agree not to seek punitive damages from each other in connection with any lawsuit or other claim relating to this Lease.

Section 17.6 Survival.

The provisions of this Article 17 shall survive the Expiration of the Term.

Article 18- Indemnification

Section 18.1 Indemnification of Landlord.

(a) Tenant shall indemnify and hold Landlord Indemnified Parties harmless from all loss, cost, liability, claim, damage and expense (including, without limitation, reasonable attorneys' fees and disbursements), penalties and fines, incurred in connection with claims by a Person against an Landlord Indemnified Party arising from (a) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any Person claiming through or under Tenant, or (b) any acts, omissions or negligence of Tenant or any Person claiming through or under Tenant, or of the contractors, agents, servants, employees, guests, invitees or licensees of Tenant or any Person claiming through or under such Person, in each case to the extent in, about or concerning the Premises either during or after the expiration of, the Term, including, without limitation, any acts, omissions or negligence in connection with any Construction Work or in the making or performing of any repairs, restoration, alterations or improvements, except to the extent any of the foregoing is caused by the gross negligence or willful misconduct of any of the Landlord Indemnified Parties.

(b) In the event that any suit, action or proceeding is brought against Landlord to compel disclosure of any document described in Article 28, whether such suit, action or proceeding is brought under Chapter 119, Florida Statutes or any other provision of law,. Landlord shall notify Tenant of any such public records request but failure to give such notice shall not impose any liability on Landlord. Notwithstanding the foregoing, in the event that Landlord receives a proper notice under Chapter 119, Florida Statutes, as amended, to produce a document, and Landlord has such document in its possession and Landlord fails to produce such document due to Landlord's own negligence, malfeasance or misfeasance, Tenant shall not be liable for any loss, claim, damage, penalty or fine.

Section 18.2 Contractual Liability.

(a) The obligations of Tenant under this Article 18 or Article 17 shall not be affected in any way by the absence or presence of insurance coverage (or any limitation thereon, including any statutory limitations with respect to Workers' Compensation insurance), or by the failure or refusal of any insurance carrier to perform an obligation on its part under insurance policies affecting the Premises.

(b) The obligations of Landlord under this Article 18 or Article 17 shall not be affected in any way by the absence or presence of insurance coverage, or by the failure or refusal of any insurance carrier to perform an obligation on its part under insurance policies affecting the Premises.

Section 18.3 Notification and Payment.

Each Landlord Indemnified Party shall promptly notify Tenant of the imposition of, incurrence by or assertion against such Landlord Indemnified Party of any cost or expense as to which Tenant has agreed to indemnify such Landlord Indemnified Party pursuant to the provisions of this Article 18. Tenant agrees to pay such Landlord Indemnified Party, as Rental hereunder, all amounts due under this Article 18 within sixty (60) days after receipt of the notice from such Landlord Indemnified Party.

Section 18.4 Governs Lease.

The provisions of this Article shall govern every other provision of this Lease. The absence of explicit reference to this Article in any particular provision of this Lease shall not be construed to diminish the application of this Article to such provision.

Section 18.5 Survival.

The provisions of this Article 18 shall survive the Expiration of the Term.

Article 19- Covenant Against Waste and Inspection

Section 19.1 Waste.

Except as otherwise permitted or contemplated by this Lease, Tenant covenants not to do or suffer any demolition, waste or damage, disfigurement or injury to the Premises or any part of it. The provisions of this Section 19.1 shall not apply to any demolition or disfigurement involved with repairs, renovations, upgrading or new construction.

Section 19.2 Inspection of Premises.

Landlord and its representatives shall have the right, upon twenty-four (24) hours prior notice to Tenant, to enter upon the Premises (a) to inspect the operation, sanitation, safety, maintenance and use of the same (but Landlord shall not thereby assume any responsibility or liability for the performance of Tenant's obligations hereunder, nor any liability arising from the improper performance thereof, and (b) to conduct inspections for the purpose of determining whether a Default or Event of Default has occurred, provided that Landlord shall be accompanied by a representative of Tenant (in areas of the Premises other than areas readily available to the general public), and provided further that such entry shall not unreasonably interfere with the operation of the Premises. Tenant agrees to make a representative of Tenant available to accompany Landlord on any such inspection.

Article 20- Landlord's Security Interest in Building Equipment

Section 20.1 Grant of Security Interest.

Solely for the purpose of securing Tenant's obligations to deliver to Landlord the Improvements upon Expiration of the Term, Tenant hereby grants to Landlord a security interest in all of the Building Equipment now or hereafter located on the Premises and owned by Tenant, and in all products and proceeds thereof, provided, however, that Landlord's security interest shall be automatically fully subordinate and subject to any purchase money financing permitted hereunder and any Recognized Mortgagee's security interest in the Building Equipment. Upon the Expiration of the Term, Landlord shall be entitled to all of the rights, remedies, powers and privileges available to a secured party under (and subject to the provisions of) the Uniform Commercial Code enacted by the State of Florida. Tenant shall execute and deliver all such instruments and take all such action as Landlord, from time to time, may reasonably request in order to obtain the full benefits of the security interest described in this Section 20 and of the rights and powers herein created and to maintain and perfect the security interest granted above. To the extent permitted by Requirements, Tenant irrevocably authorizes Landlord to file financing statements and continuation statements with respect to the foregoing collateral without the signature of Tenant. Landlord shall execute and deliver all such instruments as any Recognized Mortgagee or permitted purchase money lender shall reasonably require in order to confirm Landlord's subordination of its security interest as aforesaid. Subject to Section 13.2, Tenant may, during the Term, remove, replace and otherwise deal with the Building Equipment in the ordinary course of the operation of the Premises.

Article 21- Right to Perform the Other Party's Obligations.

Section 21.1 Right to Perform the Other Party's Obligations.

(a) If a Default shall occur and be continuing beyond any applicable grace period, Landlord may, but shall be under no obligation to, perform the obligation of Tenant the breach of which gave rise to such Default, without waiving or releasing Tenant from any of its obligations contained herein, provided that Landlord shall exercise such right only in the event of a *bona fide* emergency or after five (5) Business Days notice, and Tenant hereby grants Landlord access to the Premises in order to perform any such obligation.

(b) If a default by Landlord under this Lease shall occur and be continuing beyond any applicable grace period, Tenant may, but shall be under no obligation to, perform the obligations of Landlord (other than those which are governmental as opposed to proprietary obligations) the breach of which gave rise to such Default or Event of Default, without waiving or releasing Landlord from any of its obligations contained herein, provided that Tenant shall exercise such right only in the event of a *bona fide* emergency or after five (5) Business Days notice to Landlord or the City, as applicable.

Section 21.2 Discharge of Liens.

(a) If Tenant fails to cause any mechanic's, laborer's, vendor's, materialman's or similar statutory lien (including tax liens, providing the underlying tax is an obligation of Tenant by law or by a provision of this Lease) to be discharged of record in accordance with the provisions of Article 15, Landlord may, but shall not be obligated to, discharge such lien of record either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. If Landlord's title is threatened or a material interest of Landlord is impaired, Landlord may also, if Tenant has not done so (or bonded such lien), compel the prosecution of an action for the foreclosure of such lien by the lienor and the payment of the amount of the judgment in favor of the lienor with interest, costs and allowances.

(b) If Landlord fails to cause any mechanic's, laborer's, vendor's, materialman's or similar statutory lien (including tax liens, providing the underlying tax is an obligation of Landlord by law or by a provision of this Lease) to be discharged of record in accordance with the provisions of Article 15, Tenant may, but shall not be obligated to, discharge such lien of record either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. If Tenant's leasehold interest in the Premises (or any portion thereof) is threatened or a material interest of Tenant is impaired, Tenant may also, if Landlord has not done so (or bonded such lien), compel the prosecution of an action for the foreclosure of such lien by the lienor and the payment of the amount of the judgment in favor of the lienor with interest, costs and allowances.

Section 21.3 Reimbursement for Amounts Paid Pursuant to this Article.

(a) Any amount paid by Landlord in performing Tenant's obligations as provided in this Article 21, including all costs and expenses incurred by Landlord in connection therewith, and shall be reimbursed to Landlord within thirty (30) days of Landlord's demand, together with a late charge on amounts actually paid, calculated at the rate of 5% from the 31st day after Landlord's demand to the date on which payment of such amounts is reimbursed.

(b) Any amount paid by Tenant in performing Landlord's obligations as provided in this Article 21, including all costs and expenses incurred by Tenant in connection therewith, shall be reimbursed to Tenant within thirty (30) days of Tenant's demand, together with a late charge on amounts actually paid, calculated at the rate of 5% from the date of notice of any such payment to the date on which payment of such amounts is reimbursed.

Section 21.4 Waiver, Release and Assumption of Obligations.

(a) Landlord's payment or performance pursuant to the provisions of this Article 21 shall not be, nor be deemed to constitute, Landlord's assumption of Tenant's obligations to pay or perform any of Tenant's past, present or future obligations hereunder.

(b) Tenant's payment or performance pursuant to the provisions of this Article 21 shall not be, nor be deemed to constitute, Tenant's assumption of Landlord's obligations to pay or perform any of Landlord's past, present or future obligations hereunder.

Article 22- Events of Default, Conditional Limitations, Remedies, Etc.

Section 22.1 Definition.

Each of the following events shall be an "Event of Default" hereunder:

(a) if Tenant fails to make any payment (or any part thereof) of Rent and/or Impositions due hereunder and such failure continues for a period of ninety (90) days after notice is given by Landlord that the same is past due;

(b) if Tenant shall default in the observance or performance of any term, covenant or condition of this Lease on Tenant's part to be observed or performed (other than the covenants for the payment of Rent and/or Impositions or as expressly set forth above) and Tenant shall fail to remedy such Default within thirty (30) days after notice by Landlord of such Default (the "Default Notice") (or such other period as may be specifically provided in the Lease or the Development Agreement); or if such a Default is of such a nature that it cannot reasonably be remedied within thirty (30) days (or such other period as may be specifically provided in the Lease or the Development Agreement) (but is otherwise susceptible to cure), Tenant shall (i) within the appropriate cure period after the giving of such Default Notice, advise Landlord of Tenant's intention to institute all steps (and from time to time, as reasonably requested by Landlord, Tenant shall advise Landlord of the steps being taken) necessary to remedy such Default (which such steps shall be reasonably designed to effectuate the cure of such Default in a professional manner), and (ii) thereafter diligently prosecute to completion all such steps necessary to remedy the same;

(c) if a default by Tenant under the Development Agreement shall have occurred and be continuing beyond any applicable cure period, including any cure period applicable to a Recognized Mortgagee;

(d) to the extent permitted by law, if Tenant admits, in writing, that it is generally unable to pay its debts as such become due;

(e) to the extent permitted by law, if Tenant makes an assignment for the benefit of creditors;

(f) to the extent permitted by law, if Tenant files a voluntary petition under Title 11 of the United States Bankruptcy Code, or if Tenant files a petition or an answer seeking, consenting to or acquiescing in, any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, state or other bankruptcy or insolvency statute

or law, or seeks, consents to, acquiesces in or suffers the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Tenant, of all or any substantial part of its properties, or of all or any part of Tenant's Interest in the Premises, and the foregoing are not stayed or dismissed within one hundred and fifty (150) days after such filing or other action;

(g) to the extent permitted by law, if, within one hundred and fifty (150) days after the commencement of a proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, state or other bankruptcy or insolvency statute or law, such proceeding has not been dismissed, or if, within one hundred and eighty (180) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Tenant, of all or any substantial part of its properties, or of all or any part of Tenant's Interest in the Premises, such appointment has not been vacated or stayed on appeal or otherwise, or if, within one hundred and eighty (180) days after the expiration of any such stay, such appointment has not been vacated;

(h) if a levy under execution or attachment in an aggregate amount of Two Hundred Fifty Thousand Dollars ($250,000.00), adjusted for inflation, at any one time, is made against the Premises or any part thereof or rights appertaining thereto (except for a levy made in connection with actions taken by Landlord (other than solely as holder of Landlord's Interest in the Premises)), the income therefrom, this Lease or the leasehold estate created hereby and such execution or attachment is not vacated or removed by court order, bonding or otherwise within a period of sixty (60) days after Tenant becomes aware of such levy or attachment, subject to Unavoidable Delays; or

(i) if any of the representations made by Tenant in Article 16 is proved to be or becomes false or incorrect in any material respect and the circumstances are not cured or modified so as to eliminate such material incorrectness within thirty (30) days after notice;

(j) any event described in Section 29.8 which is not cured by Tenant as provided in Section 29.8;

(k) in the event the Tenant's status as an organization described in 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), which is exempt from federal income tax under Section 501(a) of the Code (or any successor provisions of similar import), is revoked by the Internal Revenue Service after expiration of all applicable appeals, and fails to re-instate its tax-exempt status or otherwise cure such loss of status within the appropriate period after notice and opportunity to cure, as otherwise provided herein.

In the event of a Default which with the giving of notice to Tenant and the passage of time would constitute an Event of Default, Landlord's notice of such Default to Tenant shall state

with specificity the provision of this Lease under which the Default is claimed, the nature and character of such Default, the facts giving rise to such Default, the date by which such Default must be cured pursuant to this Lease, if applicable, and, if applicable, that the failure of Tenant to cure such Default by the date set forth in such notice will result in Landlord having the right to exercise its remedies hereunder.

Notwithstanding the foregoing, no Event of Default shall be deemed to have occurred until such time as Landlord shall have given Tenant notice of the occurrence of an Event of Default (an "Event of Default Notice"), and if applicable, to all Recognized Mortgagees. **Notwithstanding anything to the contrary contained herein, Landlord shall be entitled to seek any injunctive or other equitable relief that may be available to Landlord during the pendency of any Default.**

Section 22.2 Enforcement of Performance; Damages and Termination.

If an Event of Default occurs and Landlord chooses to pursue a remedy with respect to that Event of Default, Landlord may elect to: (a) enforce specific performance or observance by Tenant of the applicable provisions of this Lease; (b) recover damages for breach of this Lease; or (c) in the circumstances described in Section 22.3, terminate this Lease pursuant to Section 22.3. Landlord's election of a remedy hereunder with respect to an Event of Default shall not limit or otherwise affect Landlord's right to elect any of the remedies available to Landlord hereunder with respect to any other Event of Default.

Section 22.3 Expiration and Termination of Lease.

(a) If an Event of Default occurs, provided Landlord has elected the remedy of termination, Landlord may, within twenty (20) Business Days after the date of entry by a court of a final judgment that an Event of Default exists (but without Tenant waiving any rights it may have to stay the termination pending appeal), give Tenant and any Recognized Mortgagee notice stating that this Lease and the Term shall terminate on the date specified in such notice, which date shall not be less than twenty (20) days after the giving of the notice, and this Lease and the Term and all rights of Tenant under this Lease shall expire and terminate as if the date specified in the notice were the Fixed Expiration Date, and Tenant shall quit and surrender Tenant's Interest in the Premises and possession thereof forthwith. If such termination is stayed by order of any court having jurisdiction over any case described in Sections 22.1(f) or (g), or by federal or state statute, then, following the expiration of any such stay, or if the trustee appointed in any such case, Tenant or Tenant as debtor-in-possession fails to assume Tenant's obligations under this Lease within the period prescribed therefor by law or within thirty (30) days after entry of the order for relief or as may be allowed by the court, Landlord, to the extent permitted by law or by leave of the court having jurisdiction over such case, shall have the right, at its election, to terminate this Lease on ten (10) days' notice to Tenant, Tenant as debtor-in-possession or the trustee. Upon the expiration of the ten (10) day period, this Lease shall expire and terminate and

Tenant, Tenant as debtor-in-possession and/or the trustee immediately shall quit and surrender Tenant's Interest in the Premises and possession thereof forthwith.

(b) If this Lease is terminated as provided in Section 22.3(a), Landlord may, without notice, re-enter and repossess Tenant's Interest in the Premises (which may include, but not be limited to, re-entering and repossessing the Premises) and may dispossess Tenant by summary proceedings, writ of possession, proceedings in bankruptcy court or otherwise, subject to applicable Requirements.

(c) If this Lease is terminated as provided in Section 22.3(a) Tenant shall pay to Landlord all Rent and/or Impositions payable under this Lease by Tenant to Landlord to the date upon which the Term shall have expired and come to an end and Tenant shall surrender to Landlord Tenant's Interest in the Premises (and possession thereof) in the manner required by this Lease, and both parties shall be relieved of all further obligations hereunder, except to the extent this Lease expressly provides that an obligation hereunder shall survive the Expiration of the Term.

(d) In the event the Development Agreement is properly terminated pursuant to the terms thereof, then this Lease shall terminate.

Section 22.4 Landlord's Defaults.

Each of the following events shall be a "Landlord Landlord's Event of Default" hereunder:

(a) if Landlord fails to make any payment (or any part thereof) of money due hereunder and such failure continues for a period of thirty (30) days after notice is given by Tenant that the same is past due;

(b) if Landlord shall default in the observance or performance of any term, covenant or condition of this Lease on Landlord's part to be observed or performed (other than the covenants for the payment of money or as expressly set forth below) and Landlord shall fail to remedy such Default within thirty (30) days (or such other period as may be specifically provided in this Lease or in the Development Agreement) after notice by Tenant of such Default (the "Default Notice"), or if such a Default is of such a nature that it cannot reasonably be remedied within thirty (30) days (or such other period as may be specifically provided in this Lease or in the Development Agreement) (but is otherwise susceptible to cure), if Landlord shall not (i) within thirty (30) days (or such other period as may be specifically provided in this Lease or in the Development Agreement) after the giving of such Default Notice, advise Tenant of Landlord's intention to institute all steps (and from time to time, as reasonably requested by Tenant, Landlord shall advise Tenant of the steps being taken) necessary to remedy such Default (which such steps shall be reasonably designed to effectuate the cure of such Default in a

professional manner), and (ii) thereafter diligently prosecute to completion all such steps necessary to remedy the same;

(c) if a default by Landlord under the Development Agreement shall have occurred and be continuing beyond any applicable cure period;

(d) if any of the representations made by Landlord in Article 16 is proved to be or becomes false or incorrect in any material respect and the circumstances are not cured or modified so as to eliminate such material incorrectness within thirty (30) days after notice; or

(e) any event described in [Section 29.8 [?] which is not cured by Landlord as provided in [Section 29.8 [?].

In the event of a Default which with the giving of notice to Landlord and the passage of time would constitute a Landlord's Event of Default, Tenant's notice of such Default to Landlord shall state with specificity the provision of this Lease under which the Default is claimed, the nature and character of such Default, the facts giving rise to such Default, the date by which such Default must be cured, and that the failure of Landlord to cure such Default by the date set forth in such notice will result in Tenant having the right to terminate this Lease.

Notwithstanding the foregoing, no Landlord's Event of Default shall be deemed to have occurred until such time as Tenant shall have given Landlord notice of the occurrence of a Landlord's Event of Default (a "Landlord's Event of Default Notice").

Section 22.5 Enforcement of Performance; Damages and Termination.

If a Landlord's Event of Default occurs and Tenant chooses to pursue a remedy with respect to that Landlord's Event of Default, Tenant shall elect to: (a) specifically enforce performance or observance by Landlord of the applicable provisions of this Lease; (b) recover damages for breach of this Lease; or (c) terminate this Lease pursuant to Section 22.3. Tenant's election of a remedy hereunder with respect to a Landlord's Event of Default shall not limit or otherwise affect Tenant's right to elect any of the remedies available to Tenant hereunder with respect to any other Landlord's Event of Default.

Section 22.6 Waiver of Rights of Tenant and Landlord.

To the extent not prohibited by law, Landlord and Tenant hereby waive and release all rights now or hereafter conferred by statute or otherwise that would have the effect of limiting or modifying any of the provisions of this Article. Notwithstanding the foregoing, (i) neither party shall be deemed to have waived the benefit of any automatic stay provisions under any present or future bankruptcy code and (ii) Landlord shall not be deemed to have waived or released any rights conferred by any sovereign immunity conferred by statute or otherwise, as provided in Section 17.2 hereof.

Section 22.7 Strict Performance.

No failure by Landlord or Tenant to insist upon strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy available to such party by reason of the other party's default or an Event of Default, and no payment or acceptance of full or partial Rental and/or Impositions during the continuance (or with Landlord's knowledge of the occurrence) of any Default or Event of Default, shall constitute a waiver of any such Default or Event of Default or of such covenant, agreement, term or condition or of any other covenant, agreement, term or condition. Subject to Section 11.11, no covenant, agreement, term or condition of this Lease to be performed or complied with by either party, and no default by either party, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any Default or Event of Default shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent Default. Payment by Tenant to Landlord of any Rental and/or Impositions or provision of Public Benefits shall be without prejudice to, and shall not constitute a waiver of, any rights of Tenant against Landlord provided for under this Lease or at law or in equity. Tenant's compliance with any request or demand made by Landlord shall not be deemed a waiver of Tenant's right to contest the validity of such request or demand.

Section 22.8 Right to Enjoin Defaults.

In the event of Tenant's Default or Event of Default, Landlord shall be entitled to seek to enjoin the Default or Event of Default and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise, except to the extent Landlord's remedies are expressly limited by the terms hereof. In the event of any default by Landlord of any term, covenant or condition under this Lease, Tenant shall be entitled to seek to enjoin the default and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise, except to the extent Tenant's remedies are expressly limited by the terms hereof. Provided however, in the event of any such default, Tenant shall be required to give Landlord notice of such default and Landlord shall have thirty (30) days (or such other period as may be specifically provided in this Lease) from receipt of such notice to effect a cure of such default or if such default is not reasonably susceptible of being cured within such thirty (30) day period (or such other period as may be specifically provided in this Lease), Landlord shall have a reasonable time to effect a cure of such default so long as Landlord is diligently prosecuting such cure. Each right and remedy of Landlord and Tenant provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise except to the extent Landlord's remedies and Tenant' s remedies are expressly limited by the terms hereof, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord or Tenant of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in

equity or by statute or otherwise, except to the extent Landlord's remedies and Tenant's remedies are expressly limited by the terms hereof.

Section 22.9 Remedies Under Bankruptcy and Insolvency Codes.

If an order for relief is entered or if any stay of proceeding or other act becomes effective against Tenant or Tenant's Interest in the Premises or Landlord or Landlord's Interest in the Premises as applicable, in any proceeding which is commenced by or against Tenant or Landlord, as applicable, under the present or any future Federal Bankruptcy Code or in a proceeding which is commenced by or against Tenant or Landlord, as applicable, seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any other present or future applicable federal, state or other bankruptcy or insolvency statute or law, Landlord or Tenant, as applicable, shall be entitled to invoke any and all rights and remedies available to it under such bankruptcy or insolvency code, statute or law or this Lease, including, without limitation, such rights and remedies as may be necessary to adequately protect Landlord's or Tenant's, as applicable, right, title and interest in and to the Premises or this Lease or any part thereof and adequately assure the complete and continuous future performance of the other party's obligations under this Lease. Landlord or Tenant, as applicable, may petition the Bankruptcy Court to determine that adequate protection of Landlord's or Tenant's, as applicable, right, title and interest in and to the Premises or this Lease, and adequate assurance of the complete and continuous future performance of the other party's obligations under this Lease, shall include, without limitation, all of the following requirements:

(a) that the other party shall comply with all of its obligations under this Lease-

(b) in the case of a proceeding concerning Tenant, that Tenant shall continue to use the Premises in the manner required by this Lease;

(c) in the case of a proceeding concerning Tenant, that Landlord shall be permitted to supervise the performance of Tenant's obligations under this Lease;

(d) in the case of a proceeding concerning Tenant, that Tenant shall hire such security personnel as may be necessary to insure the adequate protection and security of the Premises;

(e) in the case of a proceeding concerning Tenant, that Tenant shall have and will continue to have unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that sufficient funds will be available to fulfill the obligations of Tenant under this Lease; and

(f) in the case of a proceeding concerning Tenant, that Landlord shall be granted a security interest acceptable to it in property of Tenant to secure the performance of

Tenant's obligations under this Lease, subject to the rights of any Recognized Mortgagee under the Recognized Mortgage.

Section 22.10 Funds Held By Tenant.

From and after the date, if any, on which an Event of Default (including, without limitation, any Event of Default that occurs during the course of the Construction Work for the initial construction of the Project) has been deemed to have occurred and while such Event of Default shall be continuing, Tenant shall not pay, disburse or distribute any rents, issues or profits of the Premises, or portion thereof, the proceeds of any insurance policies covering or relating to the Premises or any portion thereof, or any awards payable in connection with the condemnation of the Premises or any portion thereof (except to the extent such insurance proceeds or condemnation awards are required in connection with any Restoration to be performed pursuant to Article 8 or 9) or any undistributed proceeds from any sale or financing except to (i) creditors which are not Affiliates, in payment of amounts then due and owing by Tenant to such creditors with respect to work at the Premises, (ii) Affiliates, in payment of amounts then due and owing by Tenant to such Affiliates for items and services provided to Tenant in connection with its operations conducted at the Premises or any portion thereof, only to the extent such amounts do not exceed that which is customarily and reasonably paid in arms-length transactions to Persons who are not Affiliates for comparable items and services, and (iii) the holder of a Recognized Mortgage, in payment of the principal amount of, and all unpaid and accrued interest then outstanding under, such Recognized Mortgage and any other amounts payable pursuant to such Recognized Mortgage and any instruments and documents related thereto.

Section 22.11 WAIVER OF JURY TRIAL

Landlord and Tenant, to the extent allowed by law, hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, any claim of injury or damage, or any emergency or statutory remedy.

Article 23- Notices, Consents and Approvals

Section 23.1 Service of Notices and Other Communications.

(a) **In Writing**. Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other (or any Recognized Mortgagee), or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto or to the Premises, each such notice, demand, request, consent, approval or other communication (referred to in this Section 23.1 as a "**Notice**") shall be

in writing (whether or not so indicated elsewhere in this Lease) and shall be effective for any purpose only if given or served by certified or registered U.S. Mail, postage prepaid, return receipt requested, or by personal delivery with a signed receipt, or by a recognized national courier service, addressed as follows:

if to Tenant:	New World Symphony 541 Lincoln Road Miami Beach, Florida 33139 Attention: Chief Executive Officer
with a copy to:	New World Symphony 541 Lincoln Road Miami Beach, Florida 33139 Attention: Chief Financial Officer
if to Landlord:	City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139 Attention: City Manager
with a copy to:	City of Miami Beach City Attorney 1700 Convention Center Drive Miami Beach, Florida 33139

Any such Notice maybe given, in the manner provided in this Section 23.1, (x) on either party's behalf by its attorneys designated by such party by notice hereunder, and (y) at Tenant's request, on its behalf by any Recognized Mortgagee designated in such request.

(b) **Effectiveness.** Every Notice shall be effective on the date actually received, as indicated on the receipt therefor or on the date delivery thereof is refused by the recipient thereof. All references in this Lease to the "date" of Notice shall mean the effective date.

Section 23.2 Consents and Approvals.

(a) **Effect of Granting or Failure to Grant Approvals or Consents.** All consents and approvals which may be given under this Lease shall, as a condition of their effectiveness, be in writing. The granting by a party of any consent to or approval of any act requiring consent or approval under the terms of this Lease, or the failure on the part of a party to

object to any such action taken without the required consent or approval, shall not be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any other act.

(b) **Standard**. All consents and approvals which may be given by a party under this Lease shall not (whether or not so indicated elsewhere in this Lease) be unreasonably withheld or conditioned by such party and shall be given or denied within the time period provided, and if no such time period has been provided, within a reasonable time. In furtherance of the foregoing, in determining whether Landlord has acted reasonably in not giving its consent or approval, the trier of fact shall take into consideration (for so long as Landlord is the City or any Governmental Authority) that Landlord is a political body governed by elected officials or persons that are appointed, directly or indirectly, by elected officials. Upon disapproval of any request for a consent or approval, the disapproving party shall, together with notice of such disapproval, submit to the requesting party a written statement setting forth with specificity its reasons for such disapproval.

(c) **Deemed Approval.**

(i) If a party entitled to grant or deny its consent or approval (the "**Consenting Party**") within the specified time period shall fail to do so, then, except as otherwise provided in Section 23.2(c)(ii) and (iii), and provided that the request for consent or approval (and the envelope in which such request is transmitted to the extent permitted by the carrier) bears the legend set forth below in capital letters and in a type size not less than that provided below, the matter for which such consent or approval is requested shall be deemed consented to or approved, as the case may be:

"FAILURE TO RESPOND TO THIS REQUEST WITHIN THE TIME PERIOD PROVIDED IN THE LEASE AGREEMENT BETWEEN CITY OF MIAMI BEACH, FLORIDA and NEW WORLD SYMPHONY SHALL CONSTITUTE AUTOMATIC APPROVAL OF THE MATTERS DESCRIBED HEREIN WITH RESPECT TO SECTION [FILL IN APPLICABLE SECTION] OF SUCH LEASE AGREEMENT."

(ii) If the matter to which consent or approval is requested pertains to Article 10, then such matter shall not be deemed consented to or approved unless (i) the Consenting Party fails to timely to respond to the other party's (the "**Requesting Party's**") initial request, shall bear the legend set forth above, and (ii) the Requesting Party shall thereafter send a second request to the Consenting Party, and

Consenting Party shall fail to timely respond to such second request.

(iii) Notwithstanding anything to the contrary contained in this Lease, including, without limitation, Sections 23.2(c)(i) and 23.2(c)(ii) above, if the City or any instrumentality of the City shall be the Landlord hereunder and the matter other than a matter referred to in Section 23.2(c)(iv)) to be consented to or approved requires the consideration of the City Commission and/or the governing body of such instrumentality, as applicable (whether pursuant to Requirements or the written opinion of the City Attorney, or the chief legal officer of such other instrumentality of the City) then, provided Landlord gives Tenant notice of such requirement within the time period provided for such consent or approval, such matter shall not be deemed approved or consented to unless Landlord shall fail to respond to Tenant's request (or second request if the provisions of Section 23.2(c)(ii) are applicable) by the date which is fifteen (15) days after the first regular meeting of the City Commission (and/or such other instrumentality's governing body, as applicable) which occurs no earlier than ten (10) days following the receipt of such request (or second request, as applicable); but in any event not later than sixty (60) days following such request (or second request as applicable.

(iv) Landlord hereby agrees, for so long as the City or any other Governmental Authority shall be the Landlord hereunder, that, subject to Requirements, the City Manager or the chief operating officer of such other Governmental Authority as applicable, shall be authorized to grant consents or approvals on behalf of the City and/or other Governmental Authority as applicable, with respect to the following Sections of this Lease: Article 7 and Sections 8.3, 9.3, 10.7 (for execution of instruments), _____, _____, 18.4, 24.2, 28.2(b) and 28.3.

(v) The foregoing provisions of this Section 23.2(c) shall not be construed to modify or otherwise affect a party's right to litigate the failure of a party to act reasonably in granting or denying a request for consent or to timely respond to a request for a consent, but such right to litigate shall not serve to delay the time period within which a grant or denial of such request is required hereunder.

(d) **Remedy for Refusal to Grant Consent or Approval.** If, pursuant to the terms of this Lease, any consent or approval by Landlord or Tenant is alleged to have been unreasonably withheld, conditioned or delayed, then any dispute as to whether such consent or approval has been unreasonably withheld, conditioned or delayed shall be settled by litigation. In the event there shall be a final determination that the consent or approval was unreasonably withheld, conditioned or delayed so that the consent or approval should have been granted, the consent or approval shall be deemed granted and the Requesting Party shall be entitled to any and all damages resulting therefrom, subject to the limitations provided in this Lease.

(e) **No Fees, Etc.** Except as specifically provided herein, no fees or charges of any kind or amount shall be required by either party hereto as a condition of the grant of any consent or approval which may be required under this Lease (provided that the foregoing shall not be deemed in any way to limit Landlord acting in its governmental, as distinct from its proprietary, capacity from charging governmental fees on a nondiscriminatory basis).

(f) **Governmental Capacity.** Notwithstanding anything to the contrary contained in this Section 23.2, the City shall not be required by this Lease to give its consent to any matter arising from or in connection with this Lease when the City is acting in its governmental capacity.

Article 24- Certificates By Landlord and Tenant

Section 24.1 Certificate of Tenant.

Tenant shall, within fifteen (15) days after notice by Landlord, execute, acknowledge and deliver to Landlord, or any other Person specified by Landlord, a written statement (which may be relied upon by such Person) (a) certifying (i) that this Lease is unmodified and in full force and effect (or if there are modifications, that this Lease, as modified, is in full force and effect and stating such modifications) (and, if so requested, that the annexed copy of this Lease is a true, correct and complete copy of this Lease), and (ii) the date to which each item of Rent and/or Impositions payable by Tenant hereunder has been paid, and (b) stating (i) whether Tenant has given Landlord written notice of any default, or any event that, with the giving of notice or the passage of time, or both, would constitute a default, by Landlord in the performance of an covenant, agreement, obligation or condition contained in this Lease, which default or event has not been cured, and (ii) whether, to the actual knowledge of Tenant (but without independent inquiry), Landlord is in default in performance of any covenant, agreement, obligation or condition contained in this Lease, and, if so, specifying in detail each such default.

Section 24.2 Certificate of Landlord.

Landlord shall, within fifteen (15) days after notice by Tenant, execute, acknowledge and deliver to Tenant, or such other Person specified by Tenant, a written statement (which may be relied upon by such Person) (a) certifying (i) that this Lease is unmodified and in full force and

effect (or if there are modifications, that this Lease, as modified, is in full force and effect and stating such modifications) (and, if so requested, that the annexed copy of this Lease is a true, correct and complete copy of this Lease), and (ii) the date to which each item of Rent and/or Impositions payable by Tenant hereunder has been paid, and (b) stating (i) whether an Event of Default has occurred or whether Landlord has given Tenant notice of any event that, with the giving of notice or the passage of time, or both, would constitute an Event of Default, which Default or Event of Default has not been cured, and (ii) whether, to the actual knowledge of Landlord (but without independent inquiry), Tenant is in default in the performance of any covenant, agreement, obligation or condition contained in this Lease, and, if so, specifying, in detail, each such Default or Event of Default.

Article 25- Surrender at End of Term

Section 25.1 Surrender of Premises.

Upon the Expiration of the Term (or upon a re-entry by Landlord upon the Premises pursuant to Article 22), Tenant, without any payment or allowance whatsoever by Landlord, shall surrender the Premises to Landlord in good order, condition and repair, reasonable wear and tear excepted and (subject to the provisions of Article 8) damage from casualty excepted, free and clear of all Subleases, liens and encumbrance other than as set forth below and the Permitted Exceptions and other encumbrances to which Landlord shall have agreed during the term. Tenant hereby waives any notice now or hereafter required by law with respect to vacating the Premises on the Expiration of the Term.

Section 25.2 Delivery of Subleases, Etc.

Upon the Expiration of the Term (or upon a re-entry by Landlord upon the Premises pursuant to Article 22), Tenant shall deliver to Landlord the following (to the extent then in Tenant's possession or control): Tenant's original executed counterparts, if available (and if not available, true and correct copies thereof), of all subleases then in effect, any service and maintenance contracts then affecting the Premises, true and complete maintenance records for the Premises, all original licenses and permits then pertaining to the Premises, permanent or temporary certificates of occupancy then in effect for the Premises, and all warranties and guarantees then in effect which Tenant has received in connection with any work or services performed or Building Equipment installed in the Premises (such to be delivered without representation or warranty by Tenant), together with a duly executed assignment thereof (without recourse) to Landlord in form suitable for recording, and any and all other documents of every kind and nature whatsoever relating to the operation of the Premises and the condition of the Improvements.

Section 25.3 Title to Improvements.

Landlord recognizes and agrees that until Expiration of the Term, ownership of and title to the Tenant's Improvements shall be in Tenant's name and that until such time, Tenant has, and shall be entitled to, all rights and privileges of ownership of such Tenant's Improvements. Ownership of and to all Tenant's Improvements shall automatically vest in Landlord upon the Expiration of the Term, without the payment of consideration therefor, and without the necessity for the execution and delivery by Tenant of any instrument transferring title. Notwithstanding the foregoing, Tenant covenants and agrees that upon the Expiration of the Term, Tenant shall, upon Landlord's request, execute and deliver to Landlord any instrument or document reasonably requested by Landlord to confirm title to said Tenant's Improvements in Landlord.

Section 25.4 Cash and Accounts Receivable.

Tenant shall retain the right to all cash and accounts receivable on or in connection with the Premises existing as of the Expiration of the Term and Landlord shall pay Tenant for all unopened consumable supplies located at the Premises upon the Expiration of the Term (based on Tenant's actual cost therefor); provided, however that Tenant shall turn over to Landlord all deposits, accounts receivables and other payments for periods after the Expiration of the Term. If, after the Expiration of the Term, Landlord collects any accounts receivable to which Tenant is entitled, Landlord shall promptly remit such amounts to Tenant, subject to the rights of any Recognized Mortgagee.

Section 25.5 Personal Property.

Any personal property of Tenant or of any Subtenant which remains on the Premises beyond one hundred twenty (120) days after the termination of this Lease or after the removal of Tenant or such Subtenant from the Premises, may, at the option of Landlord, be deemed to have been abandoned by Tenant or such Subtenant, and either may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit, in its absolute and sole discretion, but in compliance with applicable Requirements. Landlord shall not be responsible for any loss or damage occurring to any such property owned by Tenant or any Subtenant.

Section 25.6 Survival Clause.

The provisions of this Article 25 shall survive the Expiration of the Term.

Article 26- Quiet Enjoyment

Landlord covenants that, as long as this Lease is in full force and effect without an Event of Default existing hereunder, Tenant shall and may (subject to the exceptions, reservations, terms and conditions of this Lease) peaceably and quietly have, hold and enjoy Tenant's Interest in the Premises for the Term without molestation or disturbance by or from Landlord (solely in

its proprietary capacity) or any Person claiming by, under or through Landlord (solely in its proprietary capacity).

Article 27- Reserved

Article 28- Administrative and Judicial Proceedings, Contests, Etc.

Section 28.1 Tax Contest Proceedings.

Tenant shall have the right (subject to the provisions of Section 28.2), at its sole cost and expense, to seek reductions in the valuation of the Premises assessed for real property tax purposes and to prosecute any action or proceeding in connection therewith by appropriate proceedings diligently conducted in good faith and in accordance with applicable Requirements.

Section 28.2 Imposition Contest Proceedings.

Tenant shall have the right to contest, at its sole cost and expense, the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in good faith, in which event payment of such Imposition may be postponed, subject to Requirements, if, and only as long as:

(a) Neither the Premises nor any part thereof would, by reason of such postponement or deferment, be, in the reasonable judgment of Landlord, in danger of being forfeited to a Governmental Authority and Landlord is not in danger of being subjected to criminal liability or penalty or civil liability or penalty in excess of the amount for which Tenant has furnished security as provided in Section 28.2(b) by reason of nonpayment thereof; and

(b) Upon the termination of such proceedings, Tenant shall pay the amount of such Imposition or part thereof as finally determined in such proceedings, the payment of which was deferred during the prosecution of such proceedings, together with any costs, fees (including, without limitation, reasonable attorneys' fees and disbursements), interest, penalties or other liabilities in connection therewith.

Section 28.3 Requirement Contest.

Tenant shall have the right to contest the validity of any Requirement or the application thereof. During such contest, compliance with any such contested Requirement may be deferred by Tenant provided that before instituting any such proceeding, Tenant shall furnish such deposit as may be required by the governmental entity. Any such proceeding instituted by Tenant shall be commenced as soon as possible after the issuance of any such contested Requirement and shall be prosecuted with diligence to final adjudication, settlement, compliance or other mutually acceptable disposition of the Requirement so contested. The furnishing of any bond, deposit, letter of credit or other security notwithstanding, Tenant shall comply with any such

Requirement in accordance with the provisions of this Section 28.3 if, in Landlord's reasonable judgment, (i) noncompliance therewith would create an emergency condition involving the health or safety of persons, (ii) the Premises, or any part thereof, are in material danger of being forfeited to an authority (other than Landlord when the Agency or the City or an instrumentality thereof is Landlord), or (iii) Landlord is in danger of being subjected to criminal liability or penalty, or civil liability in excess of the amount for which Tenant may have furnished a deposit as hereinabove provided by reason of noncompliance therewith.

Section 28.4 Landlord's Participation in Contest Proceedings.

Landlord shall not be required to join in any action or proceeding referred to in this Article 28 unless the provisions of any law, rule or regulation at the time in effect require that such action or proceeding be brought by and/or in the name of Landlord. If so required, Landlord shall join and cooperate in such proceedings or permit them to be brought by Tenant in owner's name. Notwithstanding the foregoing, Landlord's joinder and cooperation shall be limited to actions necessary to enable Tenant to satisfy technical requirements of any such action or proceeding and in no event shall Landlord be required to join in any such action or proceeding in any substantive capacity.

Article 29 [RESERVED]

Article 30- Indictment, Investigations, Etc.

Section 30.1 Cooperation in Investigations.

To the extent required by Requirements, Tenant shall cooperate fully and faithfully with any investigation, audit or inquiry conducted by any Governmental Authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by a Governmental Authority that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry. In addition, Tenant shall promptly report in writing to the City Attorney of the City any solicitation, of which Tenant's officers or directors have knowledge, of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other Person relating to the procurement or obtaining of this Lease by Tenant or affecting the performance of this Lease.

Article 31- Environmental Matters

Section 31.1 Definitions.

For the purposes of this Lease, the following terms shall have the following definitions:

(a) "**Hazardous Materials**" shall mean (i) petroleum and its constituents; (ii) radon gas, asbestos in any form which is or could become friable, urea formaldehyde foam

insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; (iii) any substance, gas, material or chemical which is or may hereafter be defined as or included in the definition of **"hazardous substances," "hazardous materials," "hazardous wastes," "pollutants or contaminants," "solid wastes"** or words of similar import under any Requirement including the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9061 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; and Florida Statutes, Chapters 376 and 403; and (iv) any other chemical, material, gas or substance, the exposure to or release of which is regulated by any governmental or quasi-governmental entity having jurisdiction over the Premises or the operations thereon;

(b) **"Environmental Laws"** shall mean all Requirements relating to the protection of human health or the Environment, including:

(i) all Requirements relating to reporting, licensing, permitting, investigation and remediation of Releases or Threat of Release into the Environment, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; and

(ii) all Requirements pertaining to the protection of the health and safety of employees or the public;

(c) **"Environment"** shall mean soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata and ambient air;

(d) **"Environmental Condition"** shall mean any condition with respect to the Land or the Garage Property, whether or not yet discovered, which could or does result in any Environmental Damages, including any condition resulting from the operation of Tenant's business or the operation of the business of any subtenant or occupant of the Premises or that of any other property owner or operator in the vicinity of the Premises or any activity or operation formerly conducted by any Person on the Land or the Garage Property;

(e) **"Environmental Damages"** shall mean all claims, judgments, damages (including punitive damages), losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any claim, whether or not such is ultimately defeated, and of any settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or un-matured, foreseeable or unforeseeable, any of which are incurred at any time as a result of the assessment, monitoring, remediation or mitigation of an Environmental Condition (and shall include any damages for the failure to do so), including, without limitation, fees incurred for the services of attorneys, consultants, contractors, experts,

laboratories and all other costs incurred in connection with investigation and remediation, including the preparation of any feasibility studies or reports and the performance of any remedial, abatement, containment, closure, restoration or monitoring work;

(f) **"Permit"** shall mean any environmental permit, license, approval, consent or authorization issued by a federal, state or local governmental or quasi-governmental entity;

(g) "**Release**" shall mean any releasing, seeping, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of a Hazardous Material into the Environment; and

(h) **"Threat of Release"** shall mean a substantial likelihood of a release which requires action to prevent or mitigate damage to the Environment which may result from such Release.

Section 31.2 Intentionally Deleted. .

Section 31.3 Use of Hazardous Materials.

Tenant shall not cause or permit any Hazardous Material to be brought on, kept or used in or about the Premises except as necessary or useful to Tenant's business and in compliance with all Environmental Laws.

Section 31.4 Tenant Indemnification of Landlord.

Tenant hereby indemnifies and holds harmless the Landlord Indemnified Parties from and against any and all Environmental Damages to the Premises during the term of this Lease except for Environmental Damages to the Premises caused by any of the Landlord Indemnified Parties at any time. Such obligation of Tenant shall include the burden and expense of defending all claims, suits and administrative proceedings (with counsel reasonably satisfactory to Landlord), even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against any of the Landlord Indemnified Parties. Without limiting the foregoing, if the presence or Release on or from the Premises caused or permitted by Tenant results in contamination of the Premises, Tenant shall promptly take all actions at its sole cost and expense as are necessary to remediate the Premises in compliance with Environmental Laws in effect from time to time and to comply with any requirements imposed by any Governmental Authorities; provided that Landlord's approval of such actions shall first be obtained.

Section 31.5 Compliance.

Tenant, at its sole cost and expense (except as otherwise provided in this Lease), shall comply and cause all property managers and all subtenants to comply with all Environmental Laws with respect to the use and operation of the Premises.

Section 31.6 Notices.

If Tenant or Landlord receives any notice of a Release, Threat of Release or Environmental Condition or a notice with regard to air emissions, water discharges, noise emissions, recycling, violation of any Environmental Law or any other environmental, health or safety matter affecting Tenant or the Premises (an **"Environmental Complaint")** independently or by notice from any Governmental Authority having jurisdiction over the Premises, including the EPA, or with respect to any litigation regarding Environmental Conditions at or about the Premises, then such party shall give prompt oral and written notice of same to the other party detailing all relevant facts and circumstances.

Section 31.7 Landlord's Remedies.

Provided Tenant does not diligently commence to remediate the applicable Environmental Conditions promptly after becoming aware of the same and thereafter diligently pursue the completion thereof in a reasonable time (and in any event in accordance with Requirements), Landlord shall have the right, but not the obligation, to enter onto the Premises and remediate the Premises in compliance with Environmental Laws in effect from time to time and to comply with any requirements imposed by any Governmental Authorities, at Tenant's sole cost and expense, upon its obtaining knowledge of such matters independently or by receipt of any notice from any Person, including the EPA.

Section 31.8 Defaults.

From and after the Possession Date, the occurrence of any of the following events shall constitute an Event of Default under this Lease:

(a) if the EPA or any other federal, state or local body or agency creates a lien upon the Premises which is not discharged by Tenant by payment or bonding within ninety (90), days except in the event said lien is the result of Environmental Damages caused solely by any of the Landlord Indemnified Parties; or

(b) if the EPA or any other federal, state or local body or agency makes a claim (which shall mean, for the purposes of this Section 31.8, issuance of a warning notice, citation, notice of violation or administrative complaint) against Tenant (or any subtenant, licensee or other occupant of the Premises), the Premises or Landlord, for damages or cleanup costs related to a Release or an Environmental Complaint on or pertaining to the Premises and caused by Tenant; provided however, such claim shall not constitute an Event of Default if, within thirty (30) days of the lien or claim:

(i) Tenant has commenced and is diligently pursuing either: (x) cure or correction of the event which constitutes the basis for the lien or claim and continues diligently to pursue the cure or correction to the satisfaction of the Governmental Authority that asserted the lien or claim and obtains the discharge of any lien, or (y) proceedings for an injunction, restraining order, administrative or other appropriate emergency relief contesting the validity of the claim and, if such relief is granted, the emergency relief is not thereafter dissolved or reversed on appeal; and

(ii) Tenant has posted a bond, letter of credit or other security satisfactory in form and substance to Landlord to secure the proper and complete cure or correction of the event which constitutes the basis of the claim. The amount of the bond, letter of credit or other security shall be determined in the following manner: (A) Landlord, Tenant and their respective consultants shall use their best efforts to agree upon the most probable cost to cure or correct the event which constitutes the basis of the claim; (B) in the event Landlord and Tenant are unable to agree despite their best efforts, Landlord's consultant and Tenant's consultant shall select a third consultant who shall provide an estimate of the most probable cost of curing or correcting the event which constitutes the basis of the claim. Landlord and Tenant shall each pay the cost of their own consultant under this 31.8(b)(ii) and shall share evenly the cost of the third consultant should use of a third consultant become necessary.

Section 31.9 Landlord Responsibility.

Landlord shall be responsible for payment of Environmental Damages to the Land resulting from an Environmental Condition caused solely by any of the Landlord Indemnified Parties, subject to Section 2.11 of the Development Agreement. In addition, Landlord shall be responsible for payment of all Environmental Damages to the Garage Property (unless caused solely by any of the Tenant Indemnified Parties), subject to Section 2.11 of the Development Agreement.

Section 31.10 Environmental Report and Remediation.

Within sixty (60) days of the Lease Commencement Date, Tenant shall order, with the cooperation of Landlord, a Phase I Environmental Report on the Land and the Garage Property, to be prepared in accordance with the industry standard of practice, known as ASTM E 1527-93, Standard Practice for Environmental Site Assessments; Phase I Site Assessment Process (the "Phase I Report"). The Phase I Report shall be prepared by an environmental engineering firm

reasonably acceptable to Landlord. The environmental engineer will be required to complete the Phase I Report within ninety (90) days of the Lease Commencement Date, and its cost shall be paid by Tenant. In the event the results reflected in the Phase I warrant or the parties jointly determine, Tenant shall order a Phase II Environmental Report ("Phase II Report") to be completed within forty-five (45) days thereafter. The cost of the Phase II Report shall initially be borne by Tenant; however, in the event the Phase II Report recommends Environmental Remediation on the Garage Property, Landlord shall reimburse Tenant for the cost of such report in proportion to the remediation recommended on their respective properties. In the event the Phase II Report discloses the existence of "hazardous substance" or "petroleum products" on the Land or the Garage Property, the Parties shall instruct the environmental engineer to estimate the cost of Environmental Remediation. Within thirty (30) days of the Tenant's receipt of the Phase II Report, together with the estimated cost of Environmental Remediation, Tenant shall have the option to terminate this Lease and the Development Agreement, in accordance with Section 2.11 of the Development Agreement, by providing notice to Landlord pursuant to the terms of this Lease and the Development Agreement.

Section 31.11 Survival.

The provisions of this Article 31 shall survive the Expiration of the Term.

Article 32 - Miscellaneous

Section 32.1 Governing Law.

This Lease shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Lease shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court.

Section 32.2 References and Interpretation of Lease.

(a) **Captions**. The captions of this Lease are for the purpose of convenience of reference only, and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease. All captions, when referring to Articles or Sections, refer to Articles or Sections in this Lease, unless specified otherwise.

(b) **Table of Contents**. The Table of Contents is for the purpose of convenience of reference only, and is not to be deemed or construed in any way as part of this Lease.

(c) **Reference to Landlord and Tenant.** The use herein of the neuter pronoun in any reference to Landlord or Tenant shall be deemed to include any individual Landlord or Tenant, and the use herein of the words "successors and assigns" or "successors or assigns" of

Landlord or Tenant shall be deemed to include the heirs, legal representatives and assigns of any individual Landlord or Tenant.

(d) **City's Governmental Capacity**. Nothing in this Lease or in the parties' acts or omissions in connection herewith shall be deemed in any manner to waive, impair, limit or otherwise affect the authority of the City in the discharge of its police or governmental power.

(e) **Reference to "herein", "hereunder", etc.** All references in this Lease to the terms "herein", "hereunder" and words of similar import shall refer to this Lease, as distinguished from the paragraph, Section or Article within which such term is located.

(f) **Reference to "Approval" or "Consent", etc.** All references in this Lease to the terms "approval", "consent" and words of similar import shall mean "reasonable written approval" or "reasonable written consent" except where specifically provided otherwise.

(g) **Singular and Plural, Gender, Etc.** Words importing singular number shall include the plural number in each case and vice versa, and words importing "persons" shall include firms, associations, corporations, and other entities, including governments and governmental bodies, as well as natural persons, unless the context shall otherwise indicate. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and vice versa, as the context may require.

Section 32.3 Entire Agreement.

This Lease, together with the attachments hereto, contains all of the promises, agreements, conditions, inducements and understandings between Landlord and Tenant concerning the Premises other than the Development Agreement, and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, between them other than as expressly set forth herein and in such attachments hereto, in the Development Agreement, or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously herewith by the parties hereto.

Section 32.4 Counterparts.

This Lease may be executed in counterparts, each of which shall be deemed an original but all of which together shall represent one instrument.

Section 32.5 Waiver, Modification, Etc.

No covenant, agreement, term or condition of this Lease shall be changed, modified, altered, waived or terminated except by a written instrument of change, modification, alteration, waiver or termination executed by Landlord and Tenant. No waiver of any Default or default shall affect or alter this Lease, but each and every covenant, agreement, term and condition of

this Lease shall continue in full force and effect with respect to any other then existing or subsequent Default or default thereof.

Section 32.6 Effect of Other Transactions.

No Sublease, Mortgage or other agreement of any kind, whether executed simultaneously with this Lease or otherwise, and whether or not consented to by Landlord, shall be deemed to modify this Lease in any respect, and in the event of an inconsistency or conflict between this Lease and any such instrument, this Lease shall control, except where specifically stated otherwise herein.

Section 32.7 Severability.

If any provision of this Lease or the application thereof to any Person or circumstances is, to any extent, finally determined by a court of competent jurisdiction to be invalid and unenforceable, the remainder of this Lease, and the application of such provision to Persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 32.8 Merger.

Unless Landlord, Tenant and all Mortgagees execute and record an agreement to the contrary, there shall be no merger of this Lease or the leasehold estate created hereby with the fee estate in the Premises or any part thereof by reason of the same Person acquiring or holding, directly or indirectly, this Lease and the leasehold estate created hereby or any interest in this Lease or in such leasehold estate as well as the fee estate in the Premises.

Section 32.9 Remedies Cumulative.

Each right and remedy of either party provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Lease), and the exercise or beginning of the exercise by a party of any one or more of the rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise, except as otherwise expressly limited by the terms of this Lease, shall not preclude the simultaneous or later exercise by such party of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise except as otherwise expressly limited by the terms of this Lease.

Section 32.10 Performance at Each Party's Sole Cost and Expense.

Unless otherwise expressly provided in this Lease, when either party exercises any of its rights, or renders or performs any of its obligations hereunder, such party shall do so at its sole cost and expense.

Section 32.11 Recognized Mortgagee Charges and Fees.

Tenant shall pay any and all fees, charges and expenses owing to a Recognized Mortgagee in connection with any services rendered by it as a depositary pursuant to the provisions of this Lease.

Section 32.12 Successors and Assigns.

The agreements, terms, covenants and conditions herein shall be binding upon, and inure to the benefit of, Landlord and Tenant and, except as otherwise provided herein, their respective permitted successors and permitted assigns and shall be construed as covenants running with the Land.

Section 32.13 Notice of Defaults.

Notwithstanding anything to the contrary set forth in this Lease, under no circumstances shall any party to this Lease lose any right or benefit granted under this Lease or suffer any harm as a result of the occurrence of any Default or default of such party as to which Default or default such party has not received notice thereof from the other party.

Section 32.14 No Liability of Officials and Employees of Landlord or Tenant.

It is expressly understood that this Lease and obligations issued hereunder are solely corporate, obligations, and, except as otherwise provided in Article 17, that no personal liability will attach to, or is or shall be incurred by, the incorporators, stockholders, officers, members, partners, holders of other ownership interests, directors, elected or appointed officials (including, without limitation, the Mayor and Commissioners of the City and the members of any other governing body of Landlord) or employees, as such, of Landlord or Tenant, or of any successor corporation or other successor entity, or any of them, under or by reason of the obligations, covenants or agreements contained in this Lease or implied therefrom; and, except as otherwise provided in Article 17, that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such incorporator, stockholder, officer, member, partner, holder of other ownership interest, director, elected or appointed official (including, without limitation, the Mayor and Commissioners of the City and the members of any other governing body of Landlord) or employee, as such, or under or by reason of the obligations, covenants or agreements contained in this Lease or implied therefrom are expressly waived and released as a condition of, and as a consideration for, the execution of this Lease.

Section 32.15 Conflict of Interest.

Tenant represents and warrants that, to the best of its actual knowledge, no member, official or employee of the City has any direct or indirect financial interest in this Lease, nor has participated in any decision relating to this Lease that is prohibited by law. Tenant represents and warrants that, to the best of its knowledge, no officer, agent, employee or representative of the City has received any payment or other consideration for the making of this Lease, directly or indirectly, from Tenant. Tenant represents and warrants that it has not been paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Lease, other than normal costs of conducting business and costs of professional services such as architects, engineers, and attorneys. Tenant acknowledges that Landlord is relying upon the foregoing representations and warranties in entering into this Lease and would not enter into this Lease absent the same.

Section 32.16 No Partnership or Joint Venture.

The parties hereby acknowledge that it is not their intention under this Lease to create between themselves a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership or agency relationship for the purpose of developing the Project, or for any other purpose whatsoever. Accordingly, notwithstanding any expressions or provisions contained herein, nothing in this Lease or the other documents executed by the parties with respect to the Project, whether based on the calculation of Rental or otherwise, shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership or agency relationship of any kind or nature whatsoever between the parties hereto. The provisions of this Section 32.17 shall survive Expiration of the Term.

Section 32.17 Time Periods.

Any time periods in this Lease of less than thirty (30) days shall be deemed to be computed based on business days (regardless of whether any such time period is already designated as being computed based on business days). In addition, any time period which shall end on a day other than a Business Day shall be deemed to extend to the next Business Day.

Section 32.18 Time is of the Essence.

Time is of the essence with respect to all matters in, and requirements of, this Lease as to both Landlord and Tenant, including, but not limited to, the times within which Tenant must commence and complete construction of the Project.

Section 32.19 Radon Notice.

Chapter 88-285, Laws of Florida, requires the following notice to be provided with respect to the contract for sale and purchase of any building, or a rental agreement for any building:

"RADON GAS: Radon is a naturally occurring radioactive gas that, when it has 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."

Section 32.20 No Third Party Beneficiaries.

Nothing in this Lease shall confer upon any Person, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Lease; provided, however, that a Recognized Mortgagee or its Designee shall be an intended third party beneficiary hereunder to the extent such Recognized Mortgagee or such Designee is granted rights hereunder.

EXECUTION

IN WITNESS WHEREOF, Landlord and Tenant, intending to be legally bound, have executed this Lease as of the day and year first above written.

WITNESSES:

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

_____

Print Name: _____

By:_____

_____, Mayor

ATTEST:

_____

Print Name: _____

By: _____

_____, City Clerk

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

_____ _____

City Attorney Date

WITNESSES:

NEW WORLD SYMPHONY

_____

Print name_____

By: _____

Howard Herring
President and Chief Executive Officer

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

9/5/08

City Attorney Date

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, ____, by _____, as Mayor, and _____, as City Clerk, of the CITY OF MIAMI BEACH, FLORIDA, a municipal corporation of the State of Florida, on behalf of such municipal corporation. They are personally known to me.

My commission expires:

01

_____
Notary Public, State of Florida
Print Name: Lillian Beauchamp

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2002, by Howard Herring, as President of New World Symphony, a Florida not-for-profit organization, on behalf of such _____. He is personally known to me or produced a valid Florida driver's licenses as identification.

My commission expires:

_____
Notary Public, State of Florida
Print name: _____

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List of Exhibits

Exhibit A	*Legal Description of the Land
Exhibit B	*Legal Description of Adjacent Property
Exhibit C	Public Benefits
Exhibit D	Permitted Exceptions
Exhibit E	Form of Memorandum of Lease and Possession Date Certificate
Exhibit F	Legal Description of City Parking Expansion
Exhibit G	*Legal Description of Garage Property
Exhibit H	Form of Estoppel Certificate

*Exact legal description cannot be determined until the Project Design is selected by the Commission.

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CITY OF MIAMI BEACH
NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY given that a public hearing will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, September 10, 2003, at 2:00 p.m.**, to hear public comment regarding a Ground Lease Agreement between the City of Miami Beach and the New World Symphony for the development of a portion of the surface parking lot, bound by 17th Street to the north, North Lincoln Lane to the south, Washington Avenue to the east and Pennsylvania Avenue to the west, for construction of an approximately 50,000 square foot educational, performance and internet broadcast facility with an exterior screen ("Soundspace").

Inquiries may be directed to the City Manager's office (305) 673-7010.

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. Copies of this ordinance are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be 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.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding, or to request information on access for persons with disabilities, or to request this publication in accessible format, or to request sign language interpreters, should contact the City Clerk's office at (305) 673-7411, no later than four days prior to the proceeding. If hearing impaired, contact the City Clerk's office via the Florida Relay Service numbers, (800) 955-8771 (TTY) or (800) 955-8770 (VOICE).

Miami Beach
2003

(Ad #0201)

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution Authorizing the City Administration to Submit an Updated Beachfront Management Plan to the State, as Required by the Beachfront Management Agreement Between the City the State's Board of Trustees of the Internal Improvement Trust Fund.

Issue:

Shall the Administration be authorized to submit the Beachfront Management Plan to the State, as required by its Management Agreement with State, for its review?

Item Summary/Recommendation:

In 1982, the City entered into a 25 year Agreement with the State for the management of the beachfront from Government Cut to 87th Terrace, which requires that a Management Plan be submitted to the State, at least every 5 years (last submitted in October 1997).

On January 8, 2003, the Administration presented a status report to the City Commission, including the submittal of an updated Management Plan. The State responded providing additional information that affects plans for parcels of over 160 acres (our beaches encumber 227 acres+/-), requiring that plans be developed with input from an advisory group.

At the City Commission's direction the Administration developed a list of potential advisory group nominees. On April 9, 2003, the Mayor and City Commission selected the individuals to serve on the Advisory Group. The Advisory Group conducted a duly noticed public hearing on August 20, 2003, reviewed and discussed the Management Plan, and sought and heard public input prior to making final recommendations. Additionally, the Plan was reviewed by the Beach Preservation Committee on August 12, 2003, and by the Marine Authority on September 9, 2003. Copies of the respective meeting minutes are included and incorporated into the Management Plan.

The Administration recommends adoption of the Resolution.

Advisory Board Recommendation:

Management Plan Advisory Group met on August 20, 2003 and endorsed (5 in favor, 1 absent,1 opposed)
Beach Preservation Committee met on August 12, 2003 (minutes attached)
Marine Authority met on September 9, 2003 (verbal report to be provided)

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Jose Damien, Asset Management

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	CHL	

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AGENDA ITEM R7H

DATE 9-10-03

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY ADMINISTRATION TO SUBMIT AN UPDATED BEACHFRONT MANAGEMENT PLAN TO THE STATE OF FLORIDA, AS REQUIRED BY THE BEACHFRONT MANAGEMENT AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH AND THE STATE'S BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On February 3, 1982, the City of Miami Beach (City) entered into Management Agreement No. 750-0006 (renumbered 3595) with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (State) for the management of the beachfront land from Government Cut to 87th Terrace for recreational and other related activities. The term of said Management Agreement is for a period of twenty five (25) years and provides that the City comply with applicable statutory requirements, which currently requires submittal of a management plan for said beachfront land, at least every five years.

On January 8, 2003, the Administration presented the City Commission with a status report that included the City's submittal of an updated beachfront management plan. In response to said submittal, the State's Department of Environmental Protection (DEP) responded by providing additional information that affects individual management plans for parcels of over 160 acres, which require that said management plans be developed with input from an advisory group.

On March 19, 2003, an agenda item informing the Mayor and City Commission of the advisory group requirement was discussed. The City Commission voted to defer the item and instructed the Administration to develop a list of potential advisory group nominees, by category, for the following City Commission meeting.

On April 9, 2003, the Administration provided a list of potential candidates, by statutorily required categories, to the Mayor and City Commission. After discussing the issue, the following individuals were selected to serve on the Advisory Group:

- local elected official: Commissioner Simon Cruz
- local private property owners:
  - (residents): Sidney Goldin, Resident of Miami Beach
  - (hotels): Stuart Blumberg, President, GM&BHA
- local conservation organization: Stuart Reed, President, M-D Chapter Sierra Club
- lead managing entity: Jose Damien, City's Asset Manager
- co-managing entity: Vivian Donnell-Rodriguez, Director, M-D Parks & Recreation
- soil/water conservation district: Humberto Alonso, M-D Regional Service Director, SFWMD

In accordance with the applicable statute the Advisory Group conducted a duly noticed and advertised public hearing on August 20, 2003, in the City Commission Chambers. As also required by statute, said public hearing was previously announced at the City Commission meeting of July 30, 2003.

During the August 20, 2003 public hearing, the Advisory Group (except for Commissioner Cruz which due to unforeseen circumstances was unable to attend) reviewed and discussed the Management Plan and sought and heard public input, prior to making their final recommendations. The Advisory Group endorsed the overall Plan, by a vote of five (5) in favor, and one (1) opposed (Stuart Reed), one (1) absent. The summary minutes (attached hereto) of said public hearing, including the Advisory Group's recommendations, as well as the input received from the public, are included and incorporated in the Management Plan.

Additionally, the Management Plan was reviewed by the Beach Preservation Committee on August 12, 2003 (minutes attached) and by the Marine Authority on September 9, 2003 (verbal report to be provided). Copies of the respective meeting minutes are also included and incorporated into the Management Plan.

It is recommended that the Mayor and City Commission authorize the Administration to submit the attached Management Plan to the State of Florida, including the comments received during the Advisory Group public hearing and from various City committees.

JMG/CMC/JD/rd

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY ADMINISTRATION TO SUBMIT AN UPDATED BEACHFRONT MANAGEMENT PLAN TO THE STATE OF FLORIDA, AS REQUIRED BY THE BEACHFRONT MANAGEMENT AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH AND THE STATE'S BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

WHEREAS, on February 3, 1982, the City of Miami Beach (City) entered into Management Agreement No. 750-0006 (renumbered 3595) with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (State) for the management of the beach property from Government Cut to 87th Terrace for recreational and other related activities; and

WHEREAS, the term of said Management Agreement is for a period of twenty five (25) years and provides that the City comply with applicable statutory requirements, which currently requires submittal of a management plan for said beachfront land, at least every five years; and

WHEREAS, on January 8, 2003, the Administration presented the City Commission with a status report that included the City's submittal of an updated beachfront management plan to the State; and

WHEREAS, in response to said submittal, the State's Department of Environmental Protection responded by providing additional information that affects individual management plans for parcels of over 160 acres, which require that said management plans be developed with input from an advisory group; and

WHEREAS, on March 19, 2003, the Administration presented an item advising the Mayor and City Commission of the of the Advisory Group requirement, at which time the Administration was instructed to develop a list of potential advisory group nominees, by category, for the following City Commission meeting; and

WHEREAS, on April 9, 2003, the Administration provided a list of potential candidates, to the Mayor and City Commission, at which time determination of the selected Advisory Group members were made; and

WHEREAS, at the regularly scheduled City Commission meeting of July 30, 2003, the scheduling of a statutorily required public hearing, by the Advisory Group, was announced and set for August 20, 2003; and

WHEREAS, on August 20, 2003, the Advisory Group conducted said duly noticed public hearing to review and discuss the Management Plan, and to obtain public input prior to making their final recommendations; and

WHEREAS, the Advisory Group endorsed the overall Management Plan, by a vote of five (5) in favor, one (1) opposed, and one (1) absent; and

WHEREAS, the Management Plan was also reviewed by the Beach Preservation Committee on August 12, 2003, and by the Marine Authority on September 9, 2003; and

WHEREAS, the Administration recommends that the updated Management Plan, as endorsed by the Advisory Group, be submitted to the State, as required in accordance with the Management Agreement.

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 approve a Resolution authorizing the City Administration to submit an updated Beachfront Management Plan to the State of Florida, as required by the Beachfront Management Agreement by and between the City of Miami Beach and the State's Board of Trustees of the Internal Improvement Trust Fund.

PASSED and ADOPTED this 10th day of September, 2003.

ATTEST:

CITY CLERK **MAYOR**

JMG\CMC\JD\rd

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 9/5/03 Date

CITY OF MIAMI BEACH, FLORIDA

BEACHFRONT MANAGEMENT PLAN

---DRAFT---

UPDATED JULY 8, 2003

Pursuant to: Management Agreement No. 3595

- - - *Draft* - - - -

CITY OF MIAMI BEACH

BEACHFRONT MANAGEMENT PLAN

1. Executive Summary

The City of Miami Beach (City), Miami-Dade County, Florida hereby submits the following updated Beachfront Management Plan. This updated management plan is submitted in accordance with the format outlined in the Management Plan Compliance Checklist contained in the Management Plan/Operational Report Information Packet for Non-Natural Resource Lands provided to the City of Miami Beach by the State of Florida (State), Office of Environmental Services, Division of State Lands.

The significant amendments or updates to the information included in this Beachfront Management Plan are:

a. An amendment to the description of the property managed pursuant to the Beachfront Management Agreement to reflect the transfer of management authority over the beachfront area adjacent to the North Shore Open Space Park, from the State to the City, pursuant to the transfer of the title to the park land from the State to the City and the corresponding transfer of operational control of the park. (See Item No. 3 below)

b. An updated description and status report on the significant progress the City has achieved in the development of a system of ADA accessible, Bicycle/Pedestrian Access Trails along the entire length of Miami Beach (management area). (See Item No. 22 a. i. below)

c. A description of the $3,000,000 Citywide Sand Dune Restoration and Enhancement Project. (See Item No. 22 a. ii. below)

d. A status report, on the newly completed Central Miami Beach Erosion Control Breakwater Project. (See Item No. 22 a. iii. below)

e. An updated copy of the City's Second Amended and Restated Rules and Regulations for Beachfront Concession Operations. See **Exhibit B**.

2. Common Name of the Property:

a. Public sandy beach area adjacent to the City of Miami Beach, east of the erosion control line, from Government Cut Inlet north to 87th Terrace.

3. Property Location and Boundary Map:

a. Description and Acreage of the Property: Those lands lying east of the Erosion Control Line between Government Cut Inlet on the South and the northern boundary of the City of Miami Beach at 87th Terrace.

This property description includes approximately 20 additional acres of beachfront property, adjacent to the North Shore Open Space Park, which is located east of Collins Avenue, between 79th Street and 87th Terrace. At the inception of the Management Agreement in 1982, this area was included in the City's authorized management area. At that time, the State owned and operated the North Shore Open Space Park. Pursuant to a subsequent request from the State, the City relinquished management authority over the area adjacent to the park, pursuant to City Commission Resolution No. 89-195887 in April 1989. In 1995 the City acquired the title to the park property from the State and now operates the area as a City park. Since the operational control of North Shore Open Space Park has transferred from the State to the City, the description of the property managed pursuant to the Beachfront Management Agreement has been amended to reflect a corresponding transfer of management authority over the beachfront area adjacent to the park.

b. The total acreage of State land managed by the City under the Agreement is approximately 220 acres.

c. A map showing the location and boundaries of the Property, including existing and proposed improvements is made a part hereof and attached hereto as **Exhibit A**.

4. The designated single use or multiple use management for the Property, including managing agencies is/are as follows:

a. The subject property is managed as a public beach area with multiple recreational uses, including traditional saltwater beach recreational activities, bicycle & pedestrian trail facilities, beach concessions, water sports, musical concerts and other special events.

b. The City of Miami Beach is the lead managing agency and receives support from Miami-Dade County with regards to beachfront maintenance issues.

5. The proximity of the Property to other significant State, local, or federal land or water resources is/are as follows:

a. The Property lies adjacent to the Atlantic Ocean, extending approximately 7.5 miles from the Government Cut Inlet north to 87th Terrace. The Biscayne Bay Aquatic Preserve lies about one mile to the west of the Property (Miami Beach). The City of Miami Beach also owns numerous parks and public access areas

adjacent to the property, including North Shore Open Space Park (27 acres), Lummus Park (26 acres) and South Pointe Park (17.5 acres).

6. Is the Property within an aquatic preserve or a designated area of critical State concern or an area under study for such designation:

   a. The Property is not located within an aquatic preserve or designated area of critical State concern, nor is it being considered for such designation.

7. Location and description of known and reasonably identifiable renewable and non-renewable resources of the property, include the following:

8. Brief description of soil types

   a. The subject property is located along the eastern (seaward) shore of a coastal barrier island. The soils consist of a veneer of unconsolidated, medium-grained, light gray to golden brown sand (90% carbonate shell and limestone fragments, 10% quartz) 40 to 60 feet thick, over-laying an oolitic limestone formation that extends to a depth of approximately 150 feet below and surface.

9. Archaeological and historical resources

   a. No archaeological or historic sites or resources have been recorded within the subject property and the Florida Department of State, Division of Historical Resources has determined that there is a low probability of significant, unrecorded sites being located within it.

10. Water resources including the water quality classification of such water body that is designated as an Outstanding Florida Waters

    a. The waters of the Atlantic Ocean, which lies along the eastern boundary of the subject property, are classified as Class III. The groundwater/aquifer beneath the property is classified as GIII water. There are no other water bodies or water resources within the property.

    b. No Outstanding Florida Water designations apply to the property.

11. Fish and wildlife and their habitat

    a. An artificially created storm protection berm predominately vegetated with native dune species and renourished beaches provide the only habitat areas within the property. These habitat areas support diverse assemblages of local and migratory birds, reptiles and invertebrate species.

12. State and Federally listed endangered or threatened species and their habitat

a. The Florida Natural Areas Inventory has identified the following three (3) species of particular concern, which have been recorded in the general area of the property:

i. Caretta Caretta, the Loggerhead Sea turtle occurs in the Atlantic Ocean, which borders the property. Sea turtles also utilize the sandy beach areas within the property for nesting.

The City of Miami Beach will continue to use its best efforts to protect all sea turtles, their nests and hatchlings within the Property boundaries, by assisting in the Sea Turtle Monitoring and Hatchery Program operated by Miami-Dade County. Under the Program, the County has implemented a plan to protect and assure the propagation of sea turtles. Daily inspections are performed throughout the beachfront area during nesting season to identify new sea turtle nests. All identified sea turtle nests are carefully relocated to a protected hatchery area. Relocated nests are closely monitored throughout the incubation period and hatchlings are released to the open water an night.

ii. Trichechus Manatus, the West Indian Manatee occurs generally along the southeastern coast of Florida and particularly in the protected waters of the Intracoastal Waterway and Biscayne Bay. The species may be occasionally found in the open waters of the Atlantic Ocean, including those near the property, primarily during migration periods in the spring and fall.

iii. Halophila Johnsonii, Johnson's Seagrass occurs in the Biscayne Bay estuary, which is located along the western coasts of the cluster of barrier islands that form the City of Miami Beach. The closest recorded occurrence of this species lies approximately two (2) miles west of the property. The use of the subject property is not expected to have any impact on any Johnson's Seagrass. Accordingly, no special treatments or activities are contemplated in connection with this threatened species.

13. Beaches and Dunes

a. Renourished beaches, heavy utilized by the public, are present throughout the subject property. A storm protection berm planted with native dune vegetation occurs along the western boundary of the property.

14. Swamps, marshes and other wetlands

a. There are no swamps, marshes or other wetlands located within the subject property.

15. Mineral resources

a. No mineral resources such as oil, gas and phosphate have been recorded within the subject property.

16. Unique natural features

a. No unique natural features have been recorded within the Property.

17. Outstanding native landscapes containing relatively unaltered flora, fauna, and geological conditions

a. The only landscape vegetation located within the property are those native dune species planted on the storm protection berm along its western boundary, which include sea oats, sea grapes, railroad vine and buttonwood trees.

18. Resources on the Property that are listed in the Natural Area Inventory

a. There are no resources on the property identified in the Florida Natural Areas Inventory. (See attached FNAI letter, **Exhibit D**)

19. Past uses of the Property

a. The subject property has been heavily utilized as a public beach area with multiple recreational uses, including traditional saltwater beach recreational activities, bicycle & pedestrian trail facilities, beach concessions, water sports, musical concerts and other special events.

20. Description of existing and planned uses of the Property

a. The subject property will continue to be used as a public beach area, which hosts more than 7,000,000 visitors each year, engaged in multiple recreational activities including traditional saltwater beach recreational activities, bicycle & pedestrian trail facilities, beach concessions, water sports, musical concerts and other special events.

b. Since the submission of the previous Beachfront Management Plan in 1997, the City has made significant progress with the development of the system of ADA accessible, Bicycle/Pedestrian Access Trails along the entire length of Miami Beach (management area) identified in the Management Agreement.

Through the development of what is now called the Atlantic Corridor Greenway Network, the City of Miami Beach is creating a regional alternative transportation network which will interconnect key intermodal centers, area business districts, cultural/tourism centers, residential neighborhoods, parking facilities, parks, schools and the beaches. The Network will be comprised of a

citywide system of bicycle/pedestrian accessways, enhanced public transit facilities, expanded *Electrowave* electric shuttle service, the development of an intermodal center and innovative regional parking improvement programs.

The system of bicycle/pedestrian trails will be created to provide continuous, multi-purpose public access corridors throughout the City. The access corridors will be developed as Greenways or linear parks which will snake their way along the City's beaches, waterways and natural ecosystems with connections to residential areas, resort areas, business districts, civic centers, transit sites and parking facilities. Rest areas, vista areas, waterway access facilities, and interpretive signage will be interspersed throughout the greenways to provide enhanced cultural/historical and ecotourism amenities and recreational opportunities for trail users. The connections between the trails, parks and beach access areas will enhance public access to the beaches and to encourage greater park-beach cross utilization. Seven regional parking facilities, as well as, regional transit facilities will also be connected to the trail to help improve recreational access for residents and visitors.

The Atlantic Corridor will also significantly enhance recreational facility access and provide an excellent alternative transportation network for persons with disabilities. All areas of the Corridor network, as well as, all of its connections to the existing streets; sidewalks, parks and parking facilities will all be developed in full compliance with the guidelines set forth by the Americans with Disabilities Act (ADA).

Three segments of the Atlantic Corridor network are being developed along the City's beachfront area, adjacent to and within the subject property. These beachfront trails will be a paved, on-grade pathways along the dunes, with native landscaping, shade canopy areas, pedestrian scale lighting. Rest and vista areas will be interspersed along the trails to provide enhanced amenities for trail users. Interpretive signage will also be incorporated into the project to educate residents and visitors about the cultural and historic landmarks along the trail. The native dune and coastal hammock ecosystems, which exist adjacent to the trail, will be restored and enhanced throughout the project area. The meandering trails through these restored natural areas will provide an "outdoor classroom" that will be highly conducive to the exploration and understanding of the barrier island ecosystems indigenous to Miami Beach.

The Beachwalk Project will extend from the southern tip of Miami Beach at Government Cut Inlet, north along the western edge sand dunes, to the southern end of the existing Boardwalk at 21st Street. The Boardwalk project already extends along the dunes from 21st Street north to 46th Street and the North Beach Recreational Corridor Trail will extend from the Boardwalk at 46th Street up to the City's northern boundary at 87th Street.

The City already made a substantial investment in the development of the Atlantic Corridor. To date, the City has obtained more than $12,000,000 in project funding and will complete the construction of an additional 3.5 miles of trail in FY 03/04.

21. Description of alternative or multiple uses of the Property considered by the managing agency

a. No other uses were considered.

22. Assessment of the impact of planned uses on the renewable and non-renewable resources of the Property and description of the specific actions that will be taken to protect, enhance and conserve these resources and to mitigate damage caused by such uses.

a. The managing agency has determined that the planned uses will have minimal impact on the renewable and non-renewable resources of the property. Specific management actions planned or taken to protect, enhance and conserve these resources and to mitigate damage caused by such uses include the following:

i. Development of the Atlantic Corridor Greenway Network: According to the State of Florida's published Greenways and Trails Plan entitled *Connecting Florida's Communities with Greenways and Trails*, greenways and trails can provide significant ecological, economic and social benefits for Florida. "By helping to conserve linked native ecosystems and landscapes, greenways can be an important component of a statewide, regional or local conservation strategy." The Atlantic Corridor Project is an important element of the Miami Beach's local conservation strategy. Through the development of the system of bicycle/pedestrian access trails along the entire length of Miami Beach (management area), public access along and across the sand dunes will be controlled. By controlling access along and across the sand dune system, the Corridor project will help to protect this fragile native ecosystem.

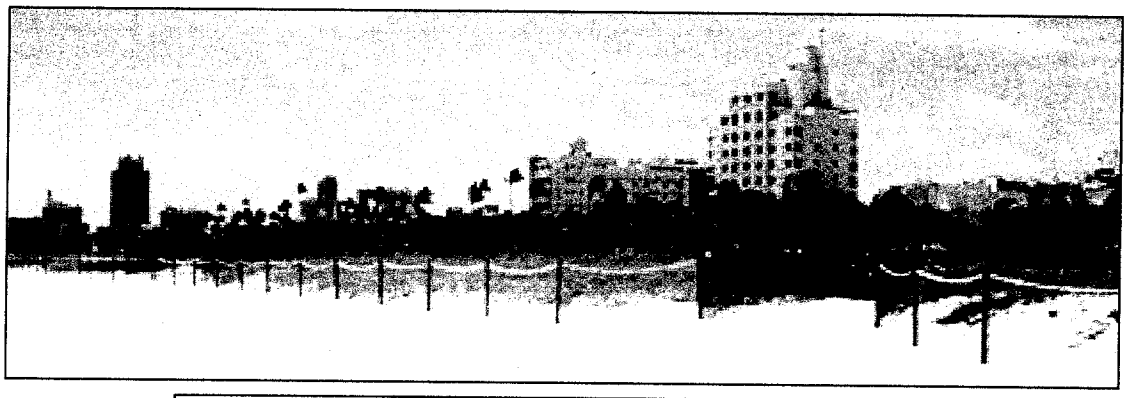
Furthering the public's knowledge of the endangered plant and animal communities that inhabit the dune system and vital storm surge and erosion control functions the dunes provide, will also aid in the conservation of these important natural resources.

ii. Citywide Dune Restoration and Enhancement Program: A total of $3,000,000 of local bond proceeds and tax increment funds have been allocated for a citywide Dune Restoration and Enhancement Program. Under the program, the City's North, Middle and South Beach districts

will each be allocated approximately $1,000,000 for dune restoration efforts.

The dune restoration and enhancement activities will include the removal of exotic nuisance plant species such scaevola and casurina. Demolition of the remaining elevated wooden dune crossovers, which have become derelict with age and exposure; re-vegetation of the dunes with native landscape plantings; replacement of the protective fencing adjacent to the dunes; and the installation of protective signage.

The restoration of the dunes in the North Beach district will be done in conjunction with the construction of the North Beach Recreational Corridor Project. Restoration of the dunes within the Middle Beach district will occur in conjunction with a separate $4,300,000 Neighborhood Improvement Project planned for Middle Beach's Oceanfront neighborhood. The restoration of the dunes in the South Beach district is underway and nearing completion.



New protective "snow" fencing installed along western side of dune.

New protective "rope & bollard" fencing installed along eastern side of dune.

iii. Innovative Erosion Control Program: Beach erosion has been a problem on Miami Beach since the 1930s. By the late 1950s, the beach had eroded to such an extent that many of the beachfront properties were

forced to construct seawalls to prevent their structures from being undercut by the encroaching tides.

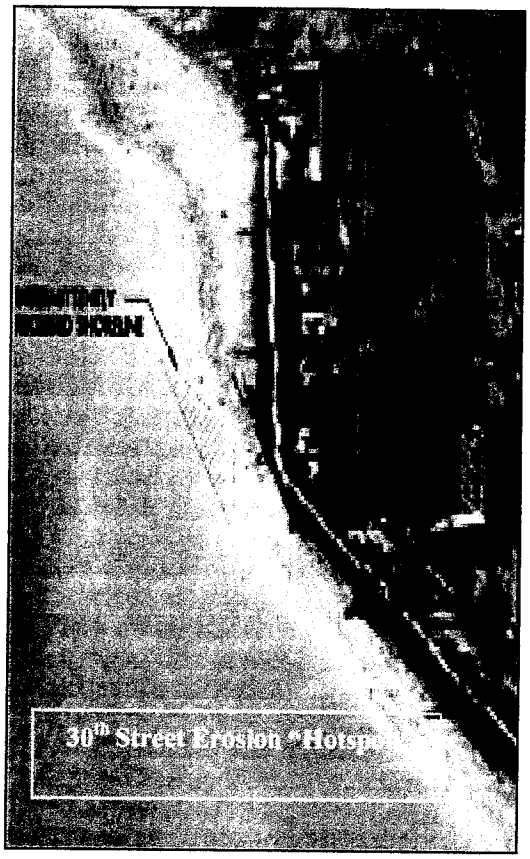
In the mid-1970s, the U.S. Army Corps of Engineers (ACOE) and Miami-Dade County entered into a 50-year contract for the joint management of the County's sandy beaches. In 1979, the ACOE constructed a flood control dike (sand dune) and an engineered beach along the entire length of Miami Beach. The new engineered beach was 200 - 300 feet wider than the native beaches had ever been. The new beach was a tremendous success and has been credited for contributing significantly to the resurgence of our local economy.

The sand used to construct the dunes and beaches was pumped or hydraulically dredged from deposits of sand about a mile off our coast. The renourished beaches were subjected to the same erosional forces, which depleted the original beaches. As a result of the continuing erosion, six segments of Miami Beach have been renourished since 1980. The original beach construction and the subsequent renourishment projects have consumed more than 25 million tons of sand. As a result, the near shore deposits of sand, which have traditionally been the source for renourishment projects, have been exhausted.

Faced with a continuing need to maintain our beaches and an exhausted supply of sand, the City's Environmental Resources Management Division initiated an effort to develop long-term solutions to the beach erosion problem. One element of that effort involved the development of new technologies, which will slow down or stop the beach erosion process, thereby reducing the demand for replacement sand. If the erosion cycle can be successfully slowed or stopped, it would be worth millions of dollars in cost savings and eliminate many of the environmental and legal problems related to renourishment projects.

A study of the Miami Beach shoreline was conducted to determine where the beaches are eroding, how fast they are eroding and why. The study revealed the presence of several "hot spot" areas along our shoreline, which account for the majority of our sand losses each year. Analysis of the study data indicated breakwater-type structures could be designed, which would significantly reduce the rate of erosion within these hot spot areas and help stabilize large sections of our beach. The worst of the identified hot spots exists within the area between 28th and 34th Streets in the Middle Beach District. This hot spot is responsible for the loss of more than 120,000 cubic yards of sand each year and in turn accelerates the erosion of the beach for as much as a mile to the north. With beach renourishment costs at about $20/ton, this hot spot is responsible for the loss of more than $2 million annually.

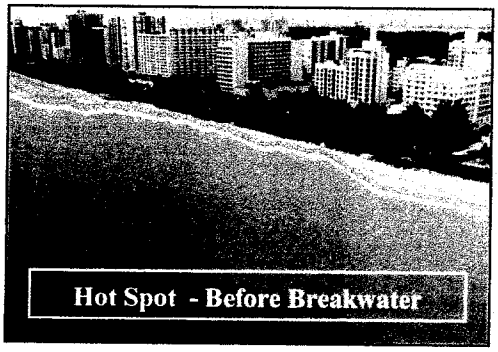
Because of the critical state of erosion that persists in this hot spot area, the City joined together with the County and State and designed a series of three breakwater structures to redirect wave energies to eliminate the hot spot.



Construction of the innovative beach erosion control project began in May 2002 and was completed in July 2002. The set of three breakwaters were built along the beachfront area between 28th and 34th Streets, to redirect wave energies and control the coastal processes to reduce the chronically high rate of erosion that persists in that "hot spot" area.

The breakwater structures were built from intermeshed native coral rock boulders and ballast rock. The area between the former waterline and the new breakwaters was filled with sand that was brought up from Lummus Park.

The Middle Beach Breakwater project is the first phase of a master plan to develop a series of erosion control breakwaters, positioned in key areas along the shoreline, to widen the beaches and slow the erosion process.



iv. Sea Turtle Monitoring and Hatchery Program: The City of Miami Beach uses its best efforts to protect all sea turtles, their nests and hatchlings within the management area boundaries, by assisting in the Sea Turtle Monitoring and Hatchery Program operated by Miami-Dade County. Under the Program, the County has implemented a plan to protect and assure the propagation of sea turtles. Dailey inspections are performed

throughout the beachfront area during nesting season to identify new sea turtle nests. All identified sea turtle nests are carefully relocated to a protected hatchery area. Relocated nests are closely monitored throughout the incubation period and hatchlings are released to the open water an night.

v. Beach Maintenance Program: Beach maintenance throughout the subject property is performed by the Miami-Dade County Parks and Recreation Department. The County's beach cleaning and maintenance services are performed in accordance with the Beach Cleaning Operations Permit approved by the Florida Department of Environmental Protection and the Fish and Wildlife Conservation Commission. Additionally, beachfront concession operators and special event promoters are required to clean up during and at the conclusion of each day or event respectively.

23. A description of management needs and problems for the property:

a. None.

24. Identification of adjacent land uses that conflict with the planned use of the property:

a. Not applicable.

25. A description of legislative or executive directives that constrain the use of such property:

a. Florida statute 161.56 provides that all temporary and permanent construction must be permitted by the Department of Environmental Protection Division of Beaches and Coastal Systems, pursuant to Rule 16B-33 of the Florida Administrative Code.

b. Florida statute 161.58 provides that all vehicular traffic, except that which is necessary for cleanup, repair, or public safety is prohibited on the beachfront. The only authorized exception to this policy is that in accordance with the City's Second Amended and Restated Rules and Regulations for beachfront concession operations, City approved concessionaires may access the beachfront area to service their concession operations, provided that they remove their vehicles immediately thereafter. No parking or storage of concession vehicles is permitted on the beachfront.

26. Finding regarding whether each planned use complies with the State Lands Management Plan, particularly whether such uses represent "balanced public utilization", specific agency statutory authority, and other legislative or executive constraints:

a. The use of the subject property as a public beach area with multiple recreational uses, including traditional saltwater beach recreational activities, bicycle & pedestrian trail facilities, beach concessions, water sports, musical concerts and other special events meets all the requirements set forth in the State Land Management Plan.

27. Assessment as to whether the Property, or any portion thereof, should be declared surplus:

a. None of the subject property should be declared surplus.

28. Identification of other parcels of land within or immediately adjacent to, the Property that should be purchased because they are essential to management of the Property:

a. There are no other parcels of land within or immediately adjacent to the property that should be purchased because they are essential to management of the property.

29. Description of management responsibilities of each agency, how such responsibilities will be coordinated, including a provision that requires that the managing agency consult with the Division of Historical Resources before taking actions that may adversely affect archaeological or historic resources:

a. The subject property will be managed by the City of Miami Beach as a public beach area with multiple recreational uses, including traditional saltwater beach recreational activities, bicycle & pedestrian trail facilities, beach concessions, water sports, musical concerts and other special events.

b. All temporary and permanent construction will be permitted by the Department of Environmental Protection Division of Beaches and Coastal Systems, pursuant to Rule 16B-33 of the Florida Administrative Code.

c. Beach concession operations will be conducted in accordance with the City's Rules and Regulations for Beachfront Concession Operations, as approved by the Department of Environmental Protection Division of Beaches and Coastal Systems.

d. Musical Concerts and other special events will be conducted in accordance with the specific requirements set forth by the Department of Environmental Protection Division of Beaches and Coastal Systems.

e. The subject property consists entirely of artificially created or renourished beaches and a storm protection berm. No archaeological or historic sites or resources have been recorded within the subject property and the Florida Department of State Division of Historical Resources has determined that there is a low probability of significant, unrecorded sites being located within it. If any

such resources are discovered within the property, they will be managed in accordance with the State's Management Procedures for Archaeological and Historic Sites and Properties on State-Owned or Controlled Lands.

30. Extent of public involvement and local government participation in the development of the plan, if any, including a summary of comments and concerns expressed:

a. This updated Beachfront Management Plan was prepared with the assistance of, and input from, the City's Beach Preservation Board, Marine Authority, Special Events Task Force and the local hotel owners association (citizen advisory committees). The elements incorporated herein were also considered and adopted by the Mayor and City Commission of the City of Miami Beach at regularly scheduled public hearings. Additionally, and in accordance with Florida Statutes, input was received and considered by the Advisory Group.

31. Letter of compliance of the Management Plan with the Local Government Comprehensive Plan.

a. See letter from City of Miami Beach, Public Works Department Environmental Resources Management Division, attached as **Exhibit C**.

32. Describe how the managing entity plans to identify, locate, protect and preserve, or otherwise use fragile nonrenewable resources, such as archaeological and historical sites, as well as, other fragile resources, including endangered plant and animal species.

a. The subject property consists entirely of artificially created or renourished beaches and a storm protection berm. No archaeological or historic sites or resources have been recorded within the subject property and the Florida Department of State Division of Historical Resources has determined that there is a low probability of significant, unrecorded sites being located within it. If any such resources are discovered within the property, they will be managed in accordance with the State's Management Procedures for Archaeological and Historic Sites and Properties on State-Owned or Controlled Lands.

b. Loggerhead Sea Turtles *Caretta Caretta,* occur in the Atlantic Ocean and utilize the sandy beach areas within the property for nesting. The City of Miami Beach will continue to use its best efforts to protect all sea turtles, their nests and hatchlings within the Property boundaries, by assisting in the Sea Turtle Monitoring and Hatchery Program operated by Miami-Dade County. Under the Program, the County has implemented a Florida Fish & Wildlife Conservation Commission approved plan to protect and assure the propagation of sea turtles. Daily inspections are performed throughout the beachfront area during nesting season to identify new sea turtle nests. All identified sea turtle nests are carefully relocated to a protected hatchery area.

33. Provide for the conservation of soil and water resources and for the control and prevention of soil erosion:

a. The subject property is located along the eastern (seaward) shore of a coastal barrier island. The soils consist of a veneer of unconsolidated, medium-grained, light gray to golden brown sand (90% carbonate shell and limestone fragments, 10% quartz) 40 to 60 feet thick, over-laying an oolitic limestone formation that extends to a depth of approximately 150 feet below land surface.

b. The control and prevention of erosion of the beaches and dunes is conducted as a partnership effort by the Army Corps of Engineers, Florida Department of Environmental Protection, Miami-Dade County Department of Environmental Resources Management, and the City of Miami Beach Environmental Resources Management Division. The design and construction of periodic beach renourishment projects is managed by the Army Corps of Engineers and is funded jointed by the Federal, State and County agencies under a cost-sharing agreement. The City manages the protection and restoration of the dunes and the development of innovative erosion control refinements to the Shore Protection Program, like the erosion control breakwaters described in Section 15 above.

c. The only water resources in the vicinity of the subject property are the waters of the Atlantic Ocean, which lies along the property's eastern boundary. The seawater adjacent to the property and groundwater/aquifer beneath the property are both classified as GIII water bodies. There are no other water bodies or water resources within the property. No Outstanding Florida Water designations apply to the property.

34. Analysis of the potential use of private land managers to facilitate the restoration or management of these lands.

a. Management agency analysis has determined that the use of private land managers to facilitate the restoration or management of these lands would not be beneficial.

35. Lead Management Agency analysis, including qualified professional forester component, for parcels larger than 1,000 acres

a. Not applicable as Property is approximately 220 acres in size.

36. Advisory Group input as required by Statute 253.034 (5), for parcels of more than 160 acres.

An Advisory Group comprised of the following individuals reviewed the proposed Plan and provided input for same:

1. Simon Cruz, City Commissioner, City of Miami Beach
2. Stuart Blumberg, President, Greater Miami & the Beaches Hotel Association
3. Vivian Rodriguez, Parks and Recreation Director, Miami-Dade County
4. Stuart Reed, Marine Authority Chairman
5. Sidney Goldin, Resident, City of Miami Beach
6. Humberto Alonzo, South Florida Water Management District Representative
7. Jose Damien, Asset Manager, City of Miami Beach

37. The advisory group shall conduct at least one public hearing within the county in which the Property is located.

    a. The Advisory Group met and held a public hearing on August 20, 2003 at 4:00 PM in the City Commission Chambers, Miami Beach City Hall, 1700 Convention Center Drive, Miami Beach, Florida.

38. Notice of public hearing

    a. The public meeting of the Advisory Group was noticed through the following means:

        i. Posted on the Property.
        ii. Advertised in a paper of general circulation - Miami Herald, Beach Neighbors Section, 08/17/03).
        iii. Announced at a scheduled meeting of local governing body before actual public hearing (Miami Beach City Commission Meeting of July 30, 2003).

39. Summary of Advisory Group meeting
    (To be inserted after Advisory Group meets on August 20, 2003)

40. Availability of management prospectus required by paragraph (9)(d) shall be available for the 30 day period prior to public hearing.

    a. As required by paragraph (9)(d), the Prospectus is available for review.

41. Conformance with appropriate State land management plan, including:

42. A statement of the purpose for which the lands were acquired, the projected use, and the Statutory authority for such uses.

    a. The subject lands are managed by the City pursuant to Management Agreement No. 3595, however, ownership of the lands was retained by the State of Florida.

    b. The subject property will continue to be used as a public beach area, which hosts more than 7,000,000 visitors each year, engaged in multiple recreational activities including traditional saltwater beach recreational activities, bicycle and

pedestrian trail facilities, beach concessions, watersports, musical concerts and other special events.

43. Key management strategies necessary to preserve and protect natural resources and restore habitat, and for controlling the spread of nonnative plants and animals, and for prescribed fire.

a. Citywide Dune Restoration and Enhancement Program: A total of $3,000,000 of local bond proceeds and tax increment funds have been allocated for a citywide Dune Restoration and Enhancement Program. Under the program, the City's North, Middle and South Beach districts will each be allocated approximately $1,000,000 for dune restoration efforts.

The dune restoration and enhancement activities will include the removal of exotic nuisance plant species such scaevola and casurina. Demolition of the remaining elevated wooden dune crossovers, which have become derelict with age and exposure; re-vegetation of the dunes with native landscape plantings; replacement of the protective fencing adjacent to the dunes; and the installation of protective signage.

The restoration of the dunes in the North Beach district will be done in conjunction with the construction of the North Beach Recreational Corridor Project. Restoration of the dunes within the Middle Beach district will occur in conjunction with a separate $4,300,000 Neighborhood Improvement Project planned for Middle Beach's Oceanfront neighborhood. The restoration of the dunes in the South Beach district is underway and nearing completion.

44. A priority schedule for conducting management activities, based on the purpose for which the lands were acquired.

a. Manage authority over the subject property was obtained in order to continue, promote and enhance its use as a public beach area, which hosts more than 7,000,000 visitors each year, engaged in multiple recreational activities including traditional saltwater beach recreational activities, bicycle & pedestrian trail facilities, beach concessions, water sports, musical concerts and other special events. These management activities are on-going and represent the sole purpose for the management and use of the property.

45. A cost estimate for conducting priority management activities, to include recommendations for cost effective methods of accomplishing those activities.

a. The annual cost for the City's land management activities is approximately $165,000.

46. A cost estimate for conducting other management activities which would enhance the natural resource value or public recreation value for which the lands were acquired.

a. Development of the Atlantic Corridor Greenway Network:
The development of the system of bicycle/pedestrian access trails along the entire length of Miami Beach (management area) to provide enhanced public recreational access to and along the beaches and dunes. Development Cost: $12,500,000.

b. Citywide Dune Restoration and Enhancement Program:
The dune restoration and enhancement activities will include the removal of exotic nuisance plant species such scaevola and casurina. Demolition of the remaining elevated wooden dune crossovers, which have become derelict with age and exposure; re-vegetation of the dunes with native landscape plantings; replacement of the protective fencing adjacent to the dunes; and the installation of protective signage. The restoration of the dunes will aid in the conservation of the plant and animal communities that inhabit the dune system and vital storm surge and erosion control functions the dunes provide. Development Cost: $3,000,000.

c. Innovative Erosion Control Program:
A program involving the design and construction of innovative erosion control structures to significantly reduce the rate of beach and help stabilize large sections of our beach. Development Cost: $6,250,000.

47. A determination of the public uses and public access that would be consistent with the purpose for which the lands were acquired.

a. Management authority over the subject property was obtained in order to continue, promote and enhance its use as a public beach area, which hosts more than 7,000,000 visitors each year, engaged in multiple recreational activities including traditional saltwater beach recreational activities, bicycle & pedestrian trail facilities, beach concessions, water sports, musical concerts and other special events.

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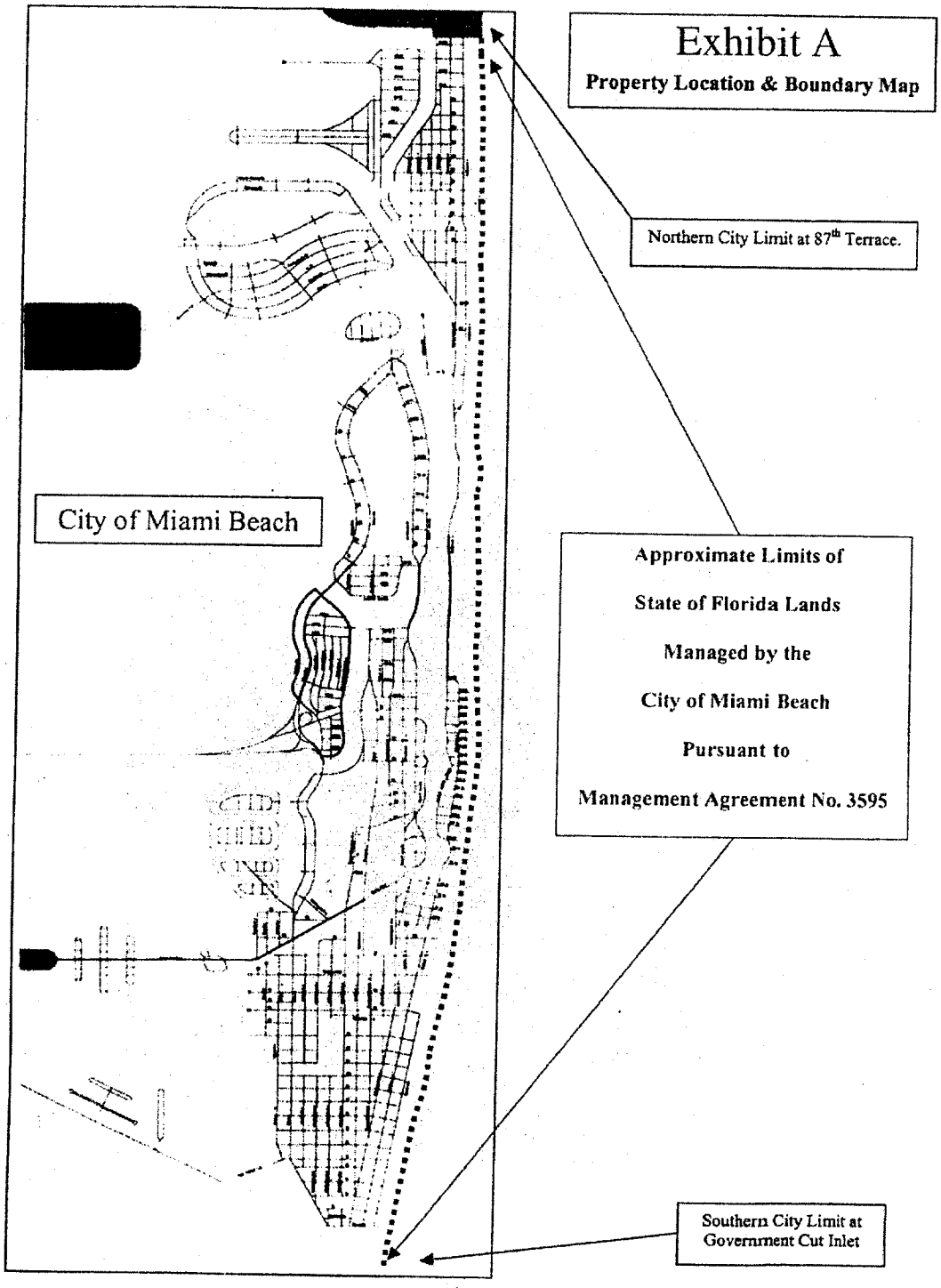
Exhibit A
Property Location & Boundary Map
Northern City Limit at 87th Terrace.
City of Miami Beach
Approximate Limits of
State of Florida Lands
Managed by the
City of Miami Beach
Pursuant to
Management Agreement No. 3595
Southern City Limit at
Government Cut Inlet

City of Miami Beach

APPLICATION INFORMATION FOR BEACHFRONT CONCESSION OPERATIONS

All Upland Owner Concessionaire applicants are required to obtain written City authorization (Letter Agreement), City Occupational License(s), Planning Department design approval, and any other authorization and/or permit required from the City, in addition to meeting any other County, State, or Federal requirements. Requests for new concessions will only be considered for beach equipment rental and food and beverage sales. Applications for new watersport and/or cooking and heating concession operations are **not** being considered at this time.

All authorizations and/or permits to operate beachfront concessions are being granted on a revocable basis. The City may, for its convenience, and at its sole discretion and without cause, terminate any authorization and/or permit at any time by giving thirty (30) days written notice of such termination.

All beachfront concession operations are subject to an annual upland fee of fifteen dollars ($15) per upland unit, with a maximum of ten thousand dollars ($10,000) per upland property, and will be required for each concession location, plus any applicable taxes. All license and upland fees shall be due and payable prior to October 1st of each year thereafter. City occupational licenses for each type of activity requested and approved must be obtained prior to beginning any beachfront concession operation. The available categories are listed below:

Beach Equipment ..... **$575.00 per year**

Beach Equipment:	beach chairs, chair pads, umbrellas, sun canopies
Waterside Equipment:	snorkeling equipment (e.g. masks, fins, snorkels), personal floatation devices (e.g. rafts, donuts, water wings, noodles, boogie board); and miscellaneous beach toys (e.g. beach ball, bucket/shovel/rake, kadima paddles)

Food and Beverage ..... **$575.00 per year**

Watersport (only for those with existing City channels) ..... **$575.00 per year**

APPLICATION REQUIREMENTS

Enclosed herewith is a copy of the most current *Rules and Regulations for Beachfront Concession Operations* and *Application for Beachfront Concession Operations* which must be submitted and approved prior to the operation of any beachfront concession. Carefully review the documents and familiarize yourself with their contents.

APPLICATION REQUIREMENTS (continued)

Please ensure that:

1) All required signatures are obtained and notarized.

2) Original certificate(s) of insurance is (are) provided.

3) Evacuation Plan is fully completed.

4) Operational Plan is fully completed, including the number of chairs, equipment, etc, which you are requesting to place on the beach.

5) Beachfront concession layout (drawing) of your operation, including the dimensions of the beachfront area that you intend to use, is specific.

6) All approvals required by the Planning Department (Design Review Process) are provided.

7) In the event there is an existing authorized and properly licensed watersport operation and applicant desires to continue operating said service, a new authorization will be subject to review and the non-binding recommendation of the City's Marine Authority is received prior to the City's issuance of a letter agreement and respective occupational license to operate same.

Please submit all applications to:

City of Miami Beach
Office of Asset Management
1700 Convention Center Drive, 3rd Floor
Miami Beach, Florida 33139

Once your application is reviewed and approved, a letter agreement will be forwarded to you for execution. Once said letter agreement is executed and returned to the City, final authorization will be granted and you may request your occupational license(s).

Please be advised that operation of a beachfront concession without proper authorization and/or permit, including but not limited to: letter agreement(s), occupational license(s), insurance, approved evacuation and operation plans, and Planning Department permits and/or authorizations which may be required, will not be permitted.

ANY BEACH CONCESSION FOUND TO BE OPERATING WITHOUT CITY AUTHORIZATION SHALL BE CONSIDERED TO BE TRESPASSING AND WILL BE REMOVED FROM THE BEACH AND ANY EQUIPMENT WILL BE CONFISCATED AT CONCESSIONAIRE'S SOLE EXPENSE.

If you have any questions please do not hesitate to contact the Office of Asset Management, at (305) 673-7193.

City of Miami Beach

Second Amended and Restated
RULES AND REGULATIONS FOR BEACHFRONT CONCESSION OPERATIONS

(as of January 30, 2002)

The City of Miami Beach has established policies and procedures concerning the management and operation of beachfront concessions. The following rules and regulations shall apply to all beachfront concession operators.

1. If the concession includes food and beverage service, then at least one supervisory employee must possess a Food Service Management Certification issued by a County Public Health Department in Florida. In addition, each food service unit, cart or facility must be licensed by the Florida Department of Business Regulation - Division of Hotels and Restaurants (8405 NW 53rd Street, Miami; telephone number is 470-5680).

2. Cooking and heating will only be permitted at those facilities/locations where cooking and heating activities were being conducted and possessed a valid/current occupational license from the City as of September 5, 2001.

   Cooking and /or heating facilities will only be permitted on the beachfront in accordance with applicable City, County, State, and Federal laws.

   Cooking and/or heating shall only be permitted by means of battery powered or propane gas system, properly approved, permitted and installed in accordance applicable municipal, county, state, and federal laws. The use of electricity producing generating devices (generators) is prohibited.

   Notwithstanding any other provisions contained herein, all cooking and/or heating facilities must be removed from the beachfront at the end of each day (prior to sundown) and shall not be permitted to remain on the beach overnight.

3. The Upland Owner Concessionaire shall provide, at its sole expense, at least two (2) trash receptacles within the confines of the area approved for its use and for the use of the public. Disposal of the contents of said receptacles and removal of any trash or debris within the approved area, shall be done on a daily basis, and shall be the sole responsibility of the Upland Owner Concessionaire.

4. An Upland Owner Concessionaire must provide the City written acknowledgment (*see Beachfront Concession Application Page 6 of 6*), of its understanding of, and agreement to abide by, these Rules and Regulations prior to receiving permission to operate behind the respective upland property. Said acknowledgment must contain **the name, title, and signature** of an authorized representative of the Upland Owner, and **must be notarized**. The Upland Owner Concessionaire's application will not be considered until said acknowledgment is presented to the City's Office of Asset Management. Applications will not be considered to be complete if this, or any other information which is required as part of this application, is not properly submitted or is incomplete. The City reserves the right to request that any required documentation or information be updated and resubmitted if it is deemed necessary by the City in order to clarify and/or confirm the current status of said Upland Owner acknowledgment.

   Any Concession Permit granted pursuant to these Rules and Regulations shall not be construed to vest any additional rights upon the Upland Owner Concessionaire that do not otherwise exist, except for the privilege of temporary use of the beachfront in accordance with the conditions set forth herein and all other applicable Municipal, State, County and Federal law. Upland Owner Concessionaires are hereby notified that all of the beaches are public and as such concession operations must not restrict, or appear to restrict access, or in any way limit the public nature or ambiance of the beachfront.

   Beach chairs shall be deployed in a manner and number that will assure public access and will encourage public use of the beach, taking into consideration the characteristics of the individual property involved.

5. The Upland Owner Concessionaire agrees to abide by all City, County, and State laws with regards to the use of the beachfront areas, as amended, or adopted hereafter. The authorization to operate a beachfront concession may be suspended at any time by written notice from the City Manager. The concession authorization may be revoked upon ten (10) days written notice from the City Manager. Such suspension may be subject to an administrative hearing/review.

6. There is no responsibility on behalf of the City of Miami Beach for any lost, stolen or damaged property belonging to the Upland Owner Concessionaire.

7. The Upland Owner Concessionaire must prepare a written evacuation plan for the prompt removal of all mobile units used in the concession operations from the beachfront within one (1) hour of notification by appropriate City authorities. This plan must be submitted to the City for approval *(see Beachfront Concession Application Page 4 of 6)*. An operation plan must also be submitted (*see Beachfront Concession Application Page 3 of 6*).

8. There shall be no overnight storage of any kind east of the dune line on the beach, except for the following:

   a) Beach chairs will be permitted to remain on the sand overnight, as long as they are in good condition, neatly stacked (a maximum of 10 chairs per stack for plastic, and 4 chairs per stack for wood), and arranged side by side adjacent to the concession stand.

   b) Concession facilities used for dispensing services and/or storage will be allowed to remain on the beach, as long as they are well maintained and kept west of the lifeguard stands.

   Violators will have their concessions closed and the City shall have the right to confiscate any and all equipment left on the beach overnight.

9. The City of Miami Beach retains the authority to determine the number of employees required for each concession.

10. Upland Owner Concessionaire will conduct its operations so as to maintain reasonable quiet and make no public disturbances. Hawking to attract attention, and/or summoning or accosting any person, is prohibited. The playing of any music, or allowing any other activity, that disturbs the public is prohibited.

11. Vehicles are only allowed in areas where roadways are provided, and may only park only in areas designated for vehicle parking. Upland Owner Concessionaire's vehicles shall only be allowed on the beachfront for purposes of supplying the concession's operations, and to remove equipment at the close of operations each day, and must be removed from the beachfront immediately thereafter.

12. Upland Owner Concessionaire will be responsible for any damage caused to any City-owned property or the beachfront during the time of its usage of said area.

13. For any use or operation other than that specifically authorized in accordance with the specific Beachfront Concession Application submitted by the Upland Owner Concessionaire and the respective Concession Agreement associated therewith, the Upland Owner Concessionaire must comply with any requirements imposed pursuant to the City's Special Events Permit Requirements and Guidelines (*Ordinance No. (2001-3302)* and any other applicable City, County, State, and Federal requirements.

14. All Upland Owner Concessionaires and their employees shall wear City of Miami Beach or City approved identification badges, and must comport themselves in a professional and courteous manner, at all times during hours of operation.

15. The sale of beverages from cans, bottles, or plastic containers are not permitted. Beverages must only be dispensed in paper cups or other biodegradable containers, in accordance with applicable State and County requirements. The use of plastic straws is also prohibited.

16. Only City approved concession facilities will be permitted. Any and all concession facilities must receive prior approval by the City, in accordance with City Planning Department's Current Staff Design Guidelines (*see attached Exhibit 1).*

    Any cooking and heating facilities which were authorized and licensed as of September 5, 2001, shall be permitted to remain for a period not to exceed the normal life expectancy (from manufacture date) of a facility located daily on an oceanfront beach, as determined by the manufacturer, following the City Commission's approval of future design standards for all beachfront concession facilities. The design standards approved by the City Commission shall be incorporated by adoption into these Rules and Regulations. Thereafter, all Upland Owner Concessionaires shall be required to comply with the design standards, as adopted by the City Commission and incorporated herein.

    Concession facilities, furnishings and equipment shall be neat, clean, and well maintained at all times. The concession operation must be aesthetically pleasing and non-detrimental to the surrounding environment.

17. The following regulations specifically apply to Upland Owner Concessionaires offering Watersport concessions:

    A. All propeller craft must have propeller guards.

    B. All operations that involve the use of watercraft must have a "chase boat" available readily available. The "chase boat" is subject to the prior approval of the City.

    C. The operation of all watersport activities shall be conducted outside the 300 foot swimming area ("guarded area") and no closer than 400 feet of any lifeguard stand. The location of the watersport concession shall be subject to the approval of appropriate City Departments. The Upland Owner Concessionaire must instruct all users as to all safety precautions, including avoidance of swimmers and bathers.

    D. All concession activities, including the placement and/or use of umbrellas, canopies, etc., shall not obstruct the view of a lifeguard. Any request from a lifeguard to relocate any item that obstructs his/her view shall be treated as an emergency and be relocated immediately.

E. Upland Owner Concessionaires are responsible for instructing clients on safe operation of equipment including advisement to stay away from all "guarded areas."

F. The "guarded area" extends 300 feet east of the shoreline, and 100 feet from the nearest bather or swimmer.

G. Upland Owner Concessionaire must identify a channel to be used as an access route through which users of watersport equipment may leave the beachfront and enter open water. Said channel shall extend 300 feet east, and perpendicular to the shore line and be marked by removable orange colored buoys which shall be a minimum of eighteen (18) inches in diameter. There shall be a minimum of four (4) buoys on each side of the channel, equally spaced.

H. Watercraft shall not exceed "idle speed" within the channel.

I. Wearing a life jacket is required for all watersport activities (i.e. "wave runners", "jet skis").

J. Upland Owner Concessionaire shall prohibit anyone under the age of 16, to rent, or use any powered watercraft.

K. Para-sailing shall be conducted only from winch boats beyond the designated swim areas.

L. Upland Owner Concessionaire shall supply all users of watersport equipment with life jackets in appropriate sizes.

M. All watercraft equipment shall meet the registration and license requirements of the State of Florida.

N. All motorized equipment shall be equipped with approved kill switches in working order.

O. Fueling is allowed on the beach under the following conditions <u>only</u>: signs must be posted where the gasoline is kept; cans which are spill-proof must be used; citizens, tourists, and the general public, must be kept a safe distance from where the fueling process is taking place.

P. Any change or addition to a watersport concession operation requires review and written authorization by the City of Miami Beach.

Q. All watersport concessions must be reviewed by the City's Marine Authority and approved by the City Manager or his designee.

18. Any transport vehicles operated on the beachfront shall not exceed 10 m.p.h., and shall only operate in the area of the concession or to-and-from the nearest access ramp. After transporting equipment to the concession site, the vehicles shall be removed from the beachfront area and parked in a legally authorized location. Driving on the beachfront area shall be kept to a minimum.

19. A Food Service license issued by the Florida Department of Business Regulation - Division of Hotels and Restaurants for the food service unit must be supplied by the Applicant before a City Occupational License for a Food and Beverage Beachfront Concession may be issued.

20. A City of Miami Beach Occupational License (valid from October 1, through September 30, of each year) is required for each activity which the Upland Owner Concessionaire operates on the beachfront (Example: an Upland Owner Concessionaire providing food and beverage, and watersport activities, must obtain two Occupational Licenses).

THE ISSUANCE OF AN OCCUPATIONAL LICENSE BY THE CITY IS CONDITIONED UPON AND SUBJECT TO COMPLIANCE WITH THE RULES AND REGULATIONS CONTAINED HEREIN, AS SAME MAY BE AMENDED FROM TIME TO TIME. SAID OCCUPATIONAL LICENSE SHALL BE CONSIDERED NULL AND VOID IF THE CITY WITHDRAWS, DISCONTINUES, OR OTHERWISE REVOKES THE AUTHORIZATION GRANTED TO THE UPLAND OWNER CONCESSIONAIRE TO OPERATE A BEACHFRONT CONCESSION.

21. The Upland Owner Concessionaire must maintain the required insurance coverage, described on the following page, at all times.

22. The City reserves the right to issue additional or amend the Rules and Regulations for Beachfront Concession Operations. Said additions shall be binding on all beachfront Upland Owner Concessionaires.

23. The City reserves the right to revoke an Upland Owner Concessionaire's authorization to operate and Occupational License(s) due to non-compliance with the Rules and Regulations herein specified.

24. Anyone found operating a concession prior to meeting all of the requirements outlined in the Rules and Regulations, and/or operating without the appropriate licenses and approvals, will be removed from the beach and will not be allowed to re-apply.

Second Amended and Restated

RULES AND REGULATIONS FOR BEACHFRONT CONCESSION OPERATIONS

INSURANCE REQUIREMENTS

The Upland Owner Concessionaire shall carry and maintain in full force and effect, at all times during its operation, the following insurance coverage.

1. Comprehensive General Liability in the minimum amount of five hundred thousand dollars ($500,000)* per occurrence for bodily injury and property damage. This policy must also contain coverage for premises, operations, products, and contractual liability.

   Automobile Insurance shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits:

Bodily injury	$1,000,000 per person
Bodily injury	$1,000,000 per accident
Property damage	$1,000,000 per accident

2. Workers' Compensation and Employers' liability to meet the statutory requirements of the State of Florida. If the Concessionaire is not required carry Worker's Compensation Insurance, it must provide a letter advising the City of same, along with its Certificate of Insurance.

3. **The City must be named as an additional insured party on the policies required.**

4. The City shall receive thirty (30) days advance written notice of cancellation or changes of all of the above-mentioned policies.

5. 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.

6. The Upland Owner Concessionaire shall furnish original Certificates of Insurance, evidencing the required coverages.

7. Certificates of Insurance must be approved by the City's Risk Manager prior to the commencement of operations.

8. Certificates must include the following information, in addition to all other information which is generally required on Certificates of this type:

   a. The City's name and address in the "Certificate Holder" box
   b. The address of the proposed operation
   c. The description of the proposed operation (e.g. beach chair and umbrella rentals, personal watercraft rental, food and beverage sales)

* **A minimum coverage of one million ($1,000,000) dollars is required for watersport operations, when permitted.**

Exhibit 1

City of Miami Beach

Concession Facility Design Standards

September 28, 1999

DESIGN STANDARDS

1. Concession Facility Design Standards

   a. Storage facilities for lounge chair pads, umbrellas, and sun canopies

      i. Storage facilities shall be equipped so as to be fully mobile via trailer or other towing mechanism incorporated internally, for immediate removal from the beach upon demand by the City, or in cases of mandatory emergency evacuation. Skids shall not be used if the concession facilities are to be towed.

      ii. Plans for concession and storage facilities should include accurate dimensions and scale.

      iii. Storage facilities shall be designed for the horizontal storage of chaise lounge pads, umbrellas and similar items and shall not exceed a maximum size of eight feet (8'-0") in length, four feet (4'-0") in width and an overall height of four feet (4'-0") above the sand.

      iv. Storage facilities shall be designed and detailed in a manner appropriate to the unique beach environment inclusive of construction materials, finishes and color, subject to the review and approval of Design Review staff.

      v. Skids shall <u>not</u> be used if the storage facilities are to be towed.

      vi. No signage shall be permitted on storage facilities, except a discreetly located plaque measuring four inches by six inches (4" x 6"), identifying the Concessionaire's name, address and telephone number.

   b. Concession facilities for the rental of beach equipment, and/or watersports, and/or the sale or distribution of food and/or beverages (non-alcoholic beverages only).

      i. Concession facilities shall have a maximum floor area of sixty-four (64) square feet with exterior dimensions not to exceed nine feet (9'-0") in height from the sand to the eave line (i.e., the intersection of the roof and the exterior walls). Architectural projections above the eave line may not exceed twelve feet (12'-0") in height from the sand (i.e., roof and roof related architectural elements), with the exception of poles or masts for signage banner/ pennants attached to the facility, which shall not exceed fourteen feet (14'-0") in height from the sand.

      ii. All facilities shall be designed to preserve vistas and shall be fully open from (42") inches above the finished floor deck to eight feet (8'-

0") above the sand, with the exception of structural columns or posts, and a contiguous maximum of 25% of its overall perimeter dimension.

iii. Any security side panels that may be used as shade devices shall be fully supported from the structure itself and shall not contain independent vertical support columns to the sand.

iv. All building construction materials and finishes shall be appropriate to and consistent with the unique beach environment, subject to the review and approval of Design Review staff.

v. All concession facilities shall be designed so as to facilitate their immediate removal from the beach at the end of each day, or removal upon demand by the City.

vi. Seating areas inclusive of tables and chairs shall not be permitted in or around the structure.

vii. Signage shall consist of only a fabric banner/ pennants only, which may be attached either to a single mast or span between two (2) poles which are directly attached to the structure itself. The size of the banner/ pennant shall not exceed ten (10) square feet. The overall dimensions, wording, color, placement, design, and mounting systems for said banner/ pennant shall be subject to the review and approval of Design Review staff. The wording on the banner shall be generally limited to the name of the concessionaire and the primary establishment service.

viii. Exterior surface colors and finishes shall be appropriate to the design of the structure, as well as the surrounding beach environment, subject to the review and approval of Design Review staff.

c. General Restrictions

i. Umbrella Signage: shall be restricted to the valance area with letters no more than three inches in height and copy limited to the name of the upland property (e.g. hotel name).

ii. Sun Canopies: shall be restricted to the tanning zone (Zone 3) west of the lifeguard stands and shall not exceed (4'-0") in height above the sand.

d. Design Review Application Requirements (Planning Department)

i. A one hundred dollar ($100) application fee shall be required for the review of plans for concession facilities and storage facilities.

ii. Four (4) copies of the site plan or survey (11" x 17"format) showing the proposed dimensional locations of the facilities on the beach.

iii. Four (4) copies of floor plan, roof plan (concession facility only), all elevations, building section and detail drawings (11" x 17"format).

iv. Color samples of every color to be used (except white), keyed to the four (4) wall elevations.

v. Finish and materials samples (if requested by Design Review staff during the course of the review).

e. The State of Florida Department of Environmental Protection reserves the right to review and permit all structures, including concession facilities and storage facilities, pursuant to Section 161.56 of the Florida Statutes

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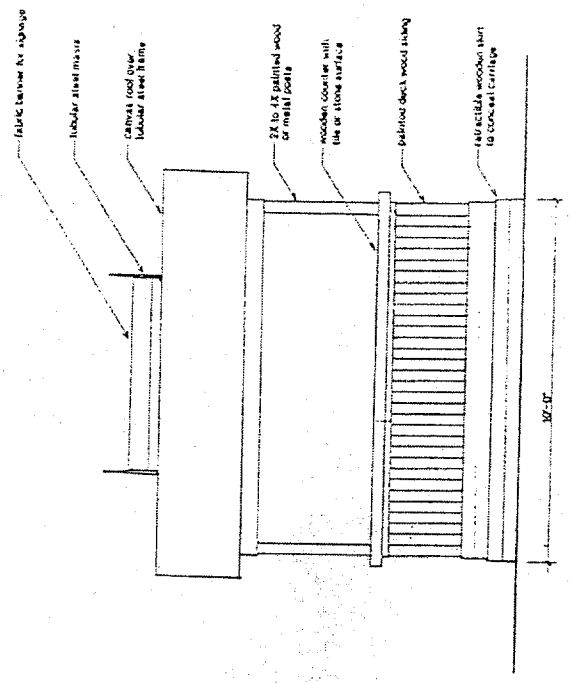
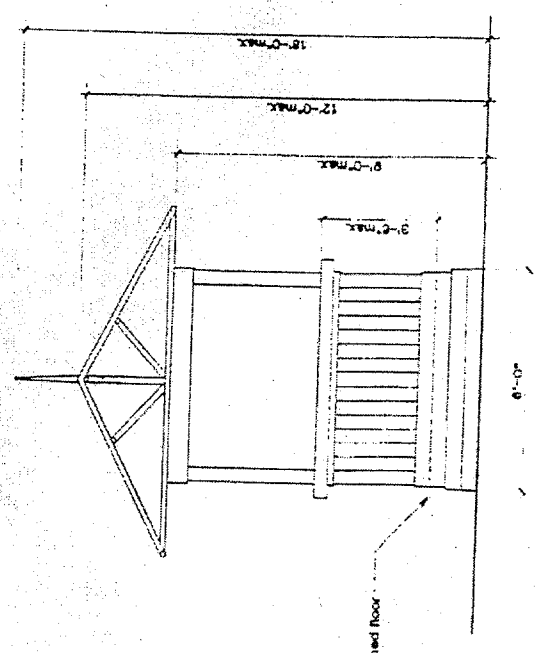
Design Parameters



Side



Front

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us

OFFICE ASSET MANAGEMENT/BEACHFRONT CONCESSIONS

Telephone 305-673-7193
Facsimile 305-673-7772

March 17, 2003

General Manager
«Hotel_Name»
«Location»
«City», «State» «ZipCode»

Re: Amendment to Second Amended and Restated Rules and Regulations for Beachfront Concession Operations (Rules and Regulations) Beachfront Concession Vehicle Regulations

Dear Concessionaire:

As you may know, the Second Amended and Restated Rules and Regulations for Beachfront Concession Operations (Rules and Regulations), as adopted by the City Commission on January 30, 2002, currently contains the following language with regard to beachfront concessionaires' use of vehicles on the beach.

11. Vehicles are only allowed in areas where roadways are provided, and may only park in areas designated for vehicle parking. Upland Owner Concessionaire's vehicles shall only be allowed on the beachfront for purposes of supplying the concession's operations, and to remove equipment at the close of operations each day, and must be removed from the beachfront immediately thereafter.

18. Any transport vehicles operated on the beachfront shall not exceed 10 m.p.h., and shall only operate in the area of the concession or to-and-from the nearest access ramp. After transporting equipment to the concession site, the vehicles shall be removed from the beachfront area and parked in a legally authorized location. Driving on the beachfront area shall be kept to a minimum.

Effective immediately, the aforementioned provisions in the Rules and Regulations will no longer apply, and are herein amended and replaced with the following rules governing Concessionaires' use of motor vehicles and/or small off-road vehicles, as defined below, on the beach. The following rules shall be adhered to by all beachfront concessionaires and/or their respective employees and/or sub-contractors:

Rules for Use of Motor Vehicles and Small Off-Road Vehicles on the Beach
(Effective Date: March 17, 2003)

1. For purposes of the following rules, as herein adopted and made a part of the Rules and Regulations, the word "motor vehicle" shall mean any City approved automobile, truck, sport utility vehicle, and any other similar means of transportation that is approved and appropriately licensed by the State Department of Transportation and/or State Department of Motor Vehicles, to travel on paved roadways (and shall also be deemed to include any trailer attached thereto). The term "small off-road vehicle" shall mean golf carts and all terrain vehicles (ATV's) (and shall also be deemed to include any trailer attached thereto).

2. Concessionaire's motor vehicle, small off-road vehicle, and any trailer attached thereto shall only be allowed on the beachfront for purposes of supplying the concession operation(s), and to initially deploy equipment at the beginning of the day, remove equipment at the close of operations each day, and must be removed from the beachfront immediately thereafter. Anyone operating a motor vehicle or small off-road vehicle for or on behalf of Concessionaire must have a current valid Florida Driver's License. Said supplying and removal operations shall only be permitted during Concessionaire's regular hours of operation, and shall be completed safely. **No motor vehicle, or small off-road vehicle, and any trailer attached thereto, will be permitted on the beach after sunset or prior to sunrise.** Access to the beach shall only be permitted via the predetermined and assigned beach access points/dune crossovers authorized for such use and nearest to the concession operation as reflected in the Vehicle Information Sheet.

3. Motor vehicles or small off-road vehicles, including any trailers attached thereto, operated on the beachfront shall not exceed 5 M.P.H. and shall only operate on the "hard packed sand" area in the immediate vicinity of the concession, or to-and-from the predetermined and assigned beach access point. After transporting equipment to a Concession Area (as said area is delineated in the "Beachfront Concession Layout" diagram attached to the City's Agreement with Concessionaire authorizing the operation of a beachfront concession, the motor vehicle, or small off-road vehicle, and any trailer attached thereto, shall be removed from the beachfront area and parked in a legally authorized location of the beach. Driving on the beachfront area shall be kept to a minimum. No concession related vehicular traffic will be permitted on the beach, at any time or for any purpose, other than as stated and as approved herein. Driving from one Concession Area to another to service, supervise, or for any other reason, is prohibited. Concessionaire must exit onto the street as provided above to access other locations. All motor vehicles and small off-road vehicles, including trailers attached thereto, operated on the beach must have a tire-to-ground pressure of ten pounds per square inch (10 p.s.i) or less.

4. Eighteen-inch (18") high cones, orange in color, shall be placed in front of, and at the rear of a motor vehicle when parked on the beach. Motor vehicle and small off-road vehicle operator must inspect the vehicle perimeter and surrounding area, prior to turning the vehicle ignition switch, to assure a clear path of egress and only proceed with extreme caution. Motor vehicles and small off-road vehicles must always remain on the "hard-packed" sand area. Driving or parking on any "soft-sand" area is prohibited.

5. All motor vehicles must have signage, on each side, with the name of the concession operator in 4" high letters on a contrasting background, using a standard Helvetica type font.

6. All small off-road vehicles must have signage with the name of the Concessionaire in 4" high letters on a contrasting background, using a standard Helvetica type font.

7. **Each concession operation shall be limited to the use of one (1) vehicle (whether said vehicle is a motor vehicle or a small off-road vehicle), and one (1) trailer attached thereto, to supply and/or service a concession operation.**

8. Due care and caution must be utilized at all times while driving any motor vehicle or small off-road vehicle, and any trailer attached thereto, on the beach.

9. Prior to entering the beach area, drivers will turn on their vehicle headlights and flashers, if available.

10. Both the passenger and driver's side front windows of the motor vehicle shall be rolled down while operating said motor vehicle on the beach.

11. All motor vehicles and small off-road vehicles, and any trailers attached thereto, shall stay ***west*** of the garbage cans on the ***hard packed sand*** at all times. The only exception to this rule is for concession operations that have been authorized to conduct watersports activities and are in the process of deploying, servicing, or removing watersports equipment from the concession operation. Said deployment, servicing, or removal of watersports equipment must be conducted with no less than one additional concession employee that will be positioned on the beachfront, to directly supervise and guide, said deployment, service, or removal operation, to ensure the safety of the beach going public. Additionally, during any deployment, service, or removal operation, the Concessionaire shall be responsible to place no less than eight (8), eighteen-inch (18") high cones, orange in color, no less than four (4) on the northernmost boundary and no less than four (4) on the southernmost boundary of the projected path (from hard-packed sand to the shore line) of the motor vehicle or small off-road vehicle, to create a clear non-obstructed path perpendicular to the shoreline, of no less than twenty-five feet (25'-0") in width (when measured from north to south). Vehicle driver and supervising concession employee must independently inspect the vehicle perimeter, surrounding area, and path (once marked) prior to turning the vehicle's ignition switch, to assure a clear path of ingress to the shoreline or egress to the hard packed sand and only then, proceed with the respective operation with extreme caution to ensure the safety of all beachfront patrons.

12. Use of a cellular phone by the driver while the motor vehicle is in motion is prohibited. Motor vehicle gear shift must be placed in the "park" position and the emergency break engaged prior to any use of a cellular telephone by the driver.

13. Concessionaire, its employees, and contractors, are prohibited from driving their personal vehicle, whether said vehicle is a motor vehicle, small off-road vehicle, or any other type of vehicle (e.g. motorcycle), on the beach at anytime.

14. Any motor vehicle or small off-road vehicle not reflected in the attached "Vehicle Information Sheet", and/or not approved by the City, will be required to leave the

beachfront immediately. Three (3) or more notices from the City of this violation may, at the discretion of the City, lead to the City's immediate revocation and/or termination of the Concessionaire's Agreement to operate its beachfront concession.

15. No motor vehicle, or small off-road vehicle, or any trailer attached thereto, may be parked or left unattended on the beach, at any time or for any reason.

Please complete the attached Vehicle Information Sheet and submit same by mail or fax, **no later than March 31, 2003**, to:

City of Miami Beach
Office of Asset Management
1700 Convention Center Drive
Miami Beach, Florida 33139
Fax: 305-673-7772

Additionally, please provide an updated Certificate of Insurance, as proof of vehicle liability insurance (**City of Miami Beach must be named as an additional insured**), in accordance with the current insurance requirements in the Rules and Regulations. Vehicle insurance shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less that the following limits:

- Bodily injury..... $1,000,000 per person
- Bodily injury..... $1,000,000 per accident
- Property Damage..... $1,000,000 per accident

Notwithstanding any of the aforestated rules governing the use of motor vehicles, small off-road vehicles, and any trailer attached thereto, on the beach, any and all language, not otherwise here amended, contained in the Rules and Regulations and/or the Concession Agreement by and between the Concessionaire and the City shall continue to remain in full force and effect.

I would like to thank you in advance for your prompt attention to this matter, and your continued cooperation in this regard. If you have any questions or require additional clarification, please do not hesitate to contact me or my assistant, Robert Reboso, at (305) 673-7193.

PLEASE BE ADVISED THAT FAILURE TO SUBMIT THE REQUESTED VEHICLE INFORMATION SHEET AND UPDATED CERTIFICATE OF INSURANCE (REFLECTING VEHICLE LIABILITY COVERAGE) PRIOR TO MARCH 31, 2003, MAY RESULT IN THE CITY'S IMMEDIATE TERMINATION OF YOUR AGREEMENT TO OPERATE A BEACHFRONT CONCESSION.

Sincerely,

Jose Damien
Asset Manager

CMC:JD:rlr

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CITY OF MIAMI BEACH
OFFICE ASSET MANAGEMENT/BEACHFRONT CONCESSIONS

Beachfront Concessionaire
VEHICLE INFORMATION SHEET

Name of Upland Entity/Licensed Concessionaire:

«Company»

Address of Upland Entity/Licensed Concessionaire:

«Location», Miami Beach, Florida

Specify type of vehicle - **motor vehicle or small off-road vehicle** - requested to be used by Concessionaire (hereafter referred to as Vehicle)

Vehicle Type: _____

Vehicle Make: _____

Vehicle Model: _____

Vehicle Year: _____

Vehicle Color: _____

Vehicle Tag: _____

Beach Access Point Location: _____

ONLY THE ABOVE IDENTIFIED VEHICLE WILL BE DEEMED APPROVED AND CONCESSIONAIRE SHALL NOT USE ANY ADDITIONAL VEHICLES ON THE BEACH.

VIOLATION OF THIS REQUIREMENT MAY RESULT IN REVOCATION/TERMINATION OF CONCESSIONAIRE'S AGREEMENT

Mail or Fax this page no later than March 31, 2003 to:

City of Miami Beach
Office of Asset Management
1700 Convention Center Drive
Miami Beach, Florida 33139
Fax: 305-673-7772

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City of Miami Beach

APPLICATION FOR BEACHFRONT CONCESSION OPERATIONS

(as amended through September 20, 2001)

SECTION 1. LOCATION OF CONCESSION REQUESTED

Address: _____

Name of Upland Entity: _____
(e.g. Hotel, Condominium Association, Apartment Property)

SECTION 2. TYPE OF CONCESSION(S) REQUESTED

☐ **Food and non-alcoholic beverages (cooking/heating prohibited*)**

☐ **Beach equipment rentals (beach chairs, chair pads, umbrellas, sun canopies, snorkeling equipment, personal floatation devices and miscellaneous beach toys)**

☐ **Watersports equipment rentals (applications for new locations not being considered)**

SECTION 3. APPLICANT INFORMATION

Name of Upland Owner Concessionaire: _____
(i.e. Corporation, Partnership, LLC, other)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Principal Business Address: _____

_____

Telephone Number: _____ **Facsimile No.** _____

CHECK ONE: ☐ **Corporation** ☐ **Partnership** ☐ **LLC** ☐ **Other**

If a Corporation, Section 4 on the following page must be <u>fully</u> completed.

**** Cooking and heating will only be permitted at those facilities/locations where cooking and heating activities were being conducted and possessed a valid/current occupational licensed from the City on September 5, 2001.***

SECTION 4. CORPORATE INFORMATION

Corporate Name: _____

Date of Incorporation: _____

State Incorporated: _____

If Foreign, Date of Registration with Florida Secretary of State: _____

Name of Registered Agent: _____

Address of Registered Agent: _____

President's Name: _____

Vice-President's Name: _____

Treasurer's Name: _____

Board of Directors: _____

_____

State Incorporated: _____

If Foreign, Date of Registration with Florida Secretary of State: _____

SECTION 5. RATE AND FEE SCHEDULES

A base fee* of $15.00 per upland unit, with a maximum of $10,000 per upland property will be required of each concession location. These fees shall be due and payable in advance prior to issuance of a Concession Permit, and prior to October 1, of each year thereafter. The fees will increase each Fiscal Year based on the Consumer Price Index.

* *The base fee will be evaluated after a one-year period (from adoption of theses Rules and Regulations) and any changes thereto must be approved by the City Commission.*

OPERATIONAL PLANS

Please describe your proposed operations including specific numbers and types of equipment (attach a photograph, copy of brochures or other descriptive materials for equipment), number of personnel, and hours of operation (NOTE: The concession is to be open and operating seven days a week, weather permitting). If a watersport concession (only for currently existing locations) is requested, attach a sketch illustrating the placement of the equipment as required in the Rules and Regulations. Information should also include the type and number of beach chairs, type and number of umbrellas, type and number of water craft, etc.)

YOUR AUTHORIZATION WILL BE GRANTED EXCLUSIVELY FOR THE ITEMS AND EQUIPMENT LISTED HEREIN. PLEASE BE SPECIFIC.

(PLEASE TYPE)

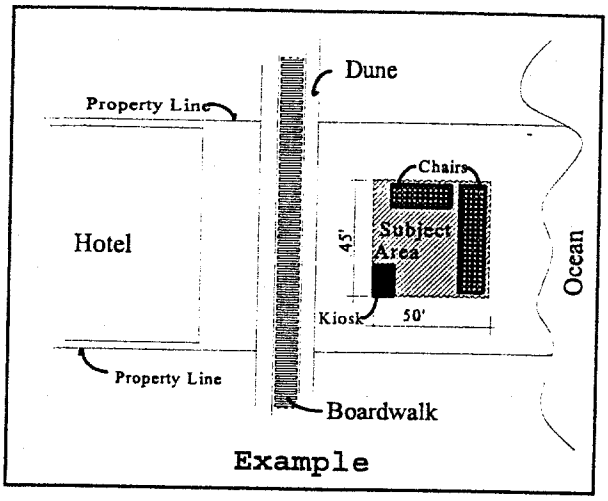
EVACUATION PLAN

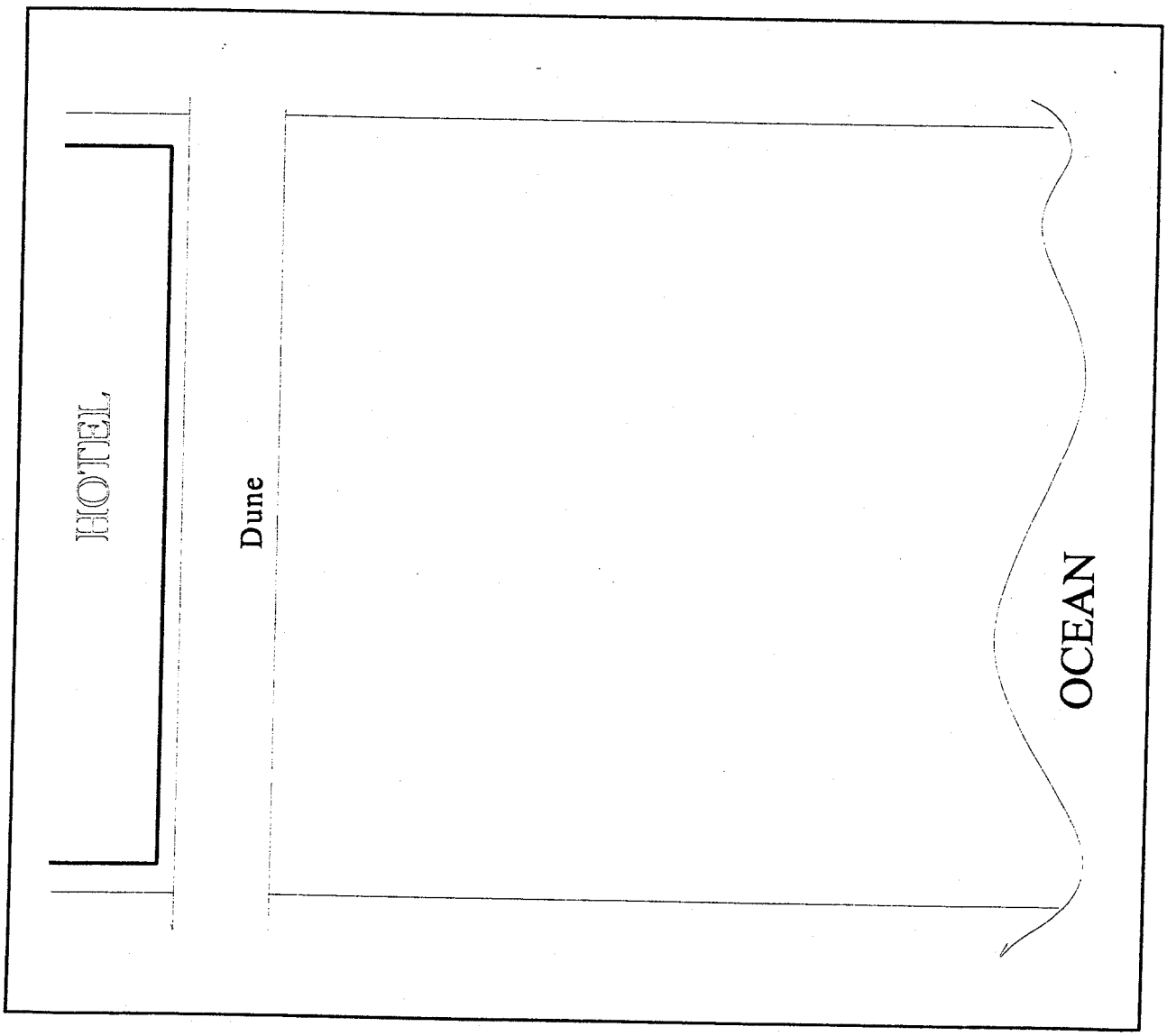
Please describe in full detail your evacuation plan in case of a natural disaster such as a hurricane. All your equipment must be off the beach and safely stored within one (1) hour's notice given by the City. Identify the storage space, and its location, that you would use in this type of situation.

(PLEASE TYPE)

BEACHFRONT CONCESSION LAYOUT

In the space provided below draw the dimensions of the space you are proposing to use. Include in the diagram each specific activity that's proposed within the area. (see sample to the right) Please be specific.





UPLAND OWNER CONCESSIONAIRE ACKNOWLEDGEMENT AND AUTHORIZATION

I have read and understand the attached Rules and Regulations for Beachfront Concession Operations, and agree to abide and be bound by the terms and conditions contained herein. I further understand that as Upland Owner Concessionaire, I will be responsible for any financial obligations associated with the concession operation, including any required occupational licenses, permits, fees, and/or any fines, penalties, and the satisfaction of any liens, which are imposed related to this beachfront concession. Furthermore, I affirm that all of the information I have provided herein is true and correct.

Upland Property Address: _____
(Address of location where concession will be operated)

Upland Property Name: _____
(e.g. Hotel, Condominium Association, Apartment Property)

Name of Upland Owner Concessionaire: _____

Title of Upland Owner's Authorized Representative: _____

_____
Signature of Authorized Representative

STATE OF FLORIDA)
§
COUNTY OF MIAMI-DADE)

The foregoing instrument was sworn to, subscribed, and acknowledged, before me this _____ day of _____, 20____, by _____, who is either personally known to the undersigned authority or has produced _____ as identification, and who did/did not take an oath.

_____ _____
(Signature) **(Name of Notary Printed or Typed)**

Notary Public, State of Florida-at-Large

My Commission Expires: _____

APPROVED FOR THE CITY OF MIAMI BEACH, THIS _____ DAY OF _____, 20___, BY:

_____ _____ _____
Name **Title** **Signature**

CITY OF MIAMI BEACH
CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
http:\\ci.miami-beach.fl.us

Environmental Resources Management Division

Telephone: (305) 673-7080
Fax: (305) 673-7028

July 2, 2003

Mr. Robert Lovern, Assistant Director
Florida Department of Environmental Protection
Division of State Lands
4900 Commonwealth Blvd.
Tallahassee, Florida 32399-3000

RE: CITY OF MIAMI BEACH UPDATED BEACHFRONT MANAGEMENT PLAN PURSUANT TO MANAGEMENT AGREEMENT No. 3595.

Dear Mr. Lovern:

The City of Miami Beach Environmental Resources Management Division has reviewed the Updated Beachfront Management Plan, dated July 2003, prepared by the City pursuant to the requirements of Management Agreement No. 3595. The review process conducted illustrated that the proposed project is in conformance with the City's existing Comprehensive Plan.

If you have any questions or require any additional information please call me at (305) 673-7080.

Sincerely,

Bruce D. Henderson
Environmental Specialist

Exhibit C

FLORIDA
Natural Areas
INVENTORY
1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
fax 850-681-9364
www.fnai.org

May 13, 2003

Jose Damien
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

Dear Mr. Damien:

Thank you for your request for information from the Florida Natural Areas Inventory (FNAI). We have compiled the following information for your project area.

Project:	Beach Management Plan
Date Received:	May 12, 2003
Location:	City of Miami Beach Dade County

Element Occurrences

A search of our maps and database indicates that currently we have several Element Occurrences mapped in the vicinity of the study area (see enclosed map and table).

The Element Occurrences data layer includes occurrences of rare species and natural communities. The map legend indicates the precision of the element occurrence location, defined as second (within about 300 feet of the point), minute (within about one mile), or general (within about 5 miles). For animals and plants, Element Occurrences generally refer to more than a casual sighting; they usually indicate a viable population of the species. Note that some element occurrences represent historically documented observations that may no longer be extant.

Potential Natural Areas

This site does not appear to be located on or near Potential Natural Areas (PNA).

Potential Natural Areas are lands that appear to be relatively intact areas of natural vegetation based on aerial photography, as determined by FNAI scientists. Please see the enclosed explanation sheet for more information. PNAs are not a regulatory designation; they are intended for conservation planning purposes. The maps show a revised version of the PNAs, based on 1995 land use land cover data from the water management districts.

Florida Resources
and Environmental
Analysis Center

Institute of Science
and Public Affairs

The Florida State University

Tracking Florida's Biodiversity

Potential Habitat for Rare Species

Portions of the site appear to be located on or near Potential Habitat for Rare Species. The potential habitat on this site is associated with a known occurrence in the vicinity of: bald eagle (*Haliaeetus leucocephalus*), manatee (*Trichechus manatus*), Johnson's seagrass (*Halophila johnsonii*), green turtle (*Chelonia mydas*) and loggerhead (*Caretta caretta*).

FNAI Potential Habitat for Rare Species indicates areas that, based on landcover type, offer suitable habitat for one or more rare species that is known to occur in the vicinity. Potential habitat layers have been developed for approximately 250 of the rarest species tracked by the Inventory, including all federally listed species.

Potential Habitat is not a regulatory designation, and should not be confused with "critical habitat", which is an official designation made by the U.S. Fish and Wildlife Service. Information on critical habitats can be found in the Code of Federal Regulations, 50 CFR 17.95, which lists all critical habitats that have been designated. The Code of Federal Regulations can be accessed through the following website: "http://www.access.gpo.gov/nara/cfr/cfr-table-search.html".

The Inventory always recommends that a site-specific survey be conducted to determine the current presence or absence of rare, threatened, or endangered species. Surveys should be conducted by persons familiar with Florida's flora and fauna. For your convenience, a summary of the elements recorded for Dade County is enclosed.

The database maintained by the Florida Natural Areas Inventory is the single most comprehensive source of information available on the locations of rare species and other significant ecological resources. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. Inventory data are designed for the purposes of conservation planning and scientific research, and are not intended for use as the primary criteria for regulatory decisions.

Information provided by this database may not be published without prior written notification to the Florida Natural Areas Inventory, and the Inventory must be credited as an information source in these publications. FNAI data may not be resold for profit.

Thank you for your use of FNAI services. If I can be of further assistance, please give me a call at (850) 224-8207.

Sincerely,

Edwin A. Abbey

Edwin A. Abbey
Environmental Reviewer
eabbey@fnai.org

encl

1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
fax 850-681-9364
www.fnai.org

FLORIDA
Natural Areas
INVENTORY

City of Miami Beach, Dade County, with inset of Norther Tip of Virginia Key

Element Occurrences

Precision:
second minute general

- Animals
- Plants
- Communities
- Other

U.S. Fish & Wildlife Service
Scrub Jay Survey 1992-96

FL Fish & Wildlife Cons. Comm.
Breeding Bird Atlas Project 1986-91
center point of 10 sq mi survey block

Conservation Lands

- Federal
- State
- Local
- Private
- State Aquatic Preserves

Land Acquisition Projects

- Florida Forever
  Board of Trustees Projects

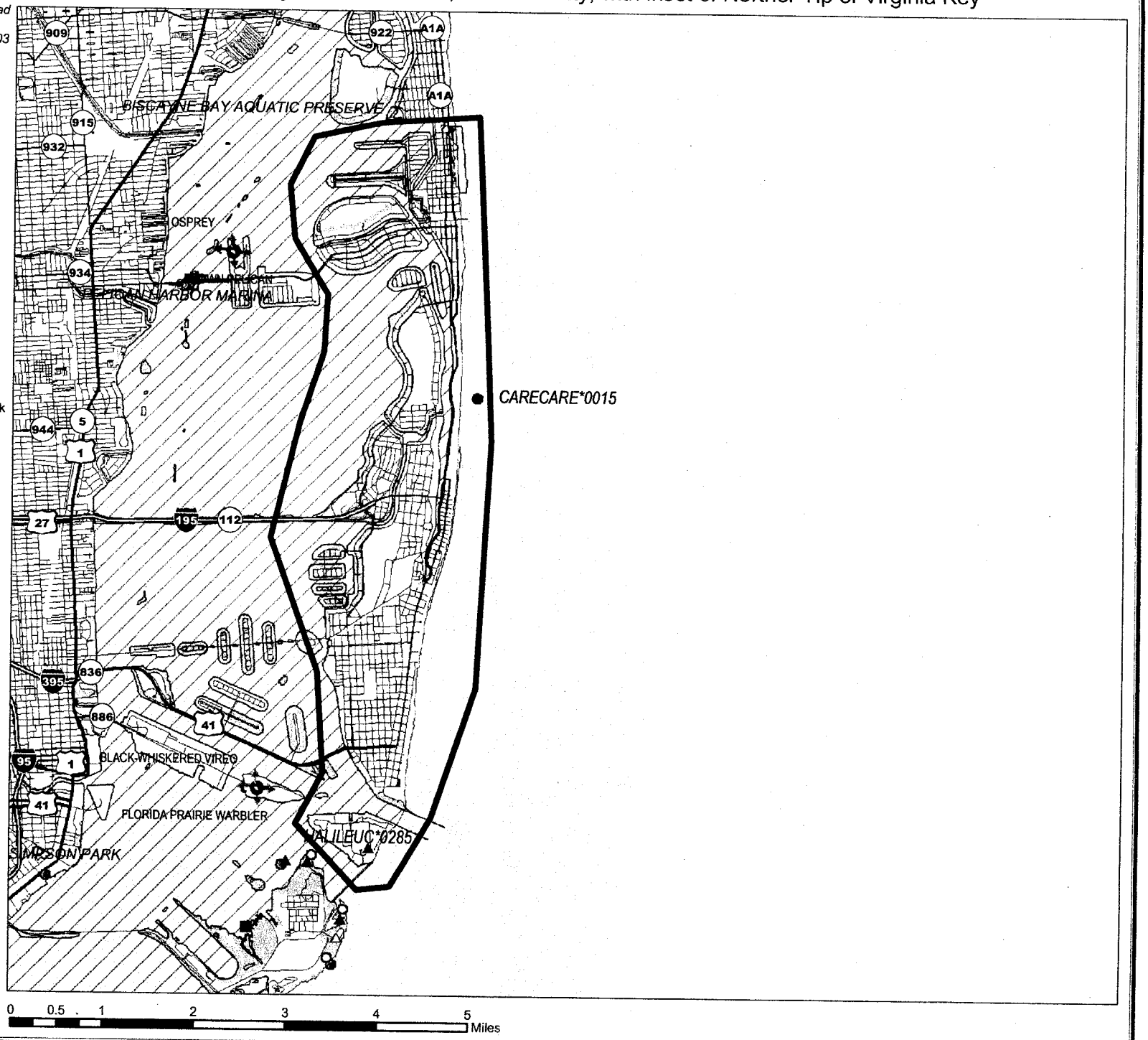
Non-Managed Natural Areas

- FNAI Potential Habitat
  for Rare Species
- FNAI Potential
  Natural Areas

- County Boundary
- Interstate
- Turnpike
- Major Highway
- Local Road
- Water

Map produced
by EAA
Data Source: 01/03

NOTE
Map should not be interpreted without
accompanying documents.



Florida Natural Areas Inventory
Potential Natural Areas (PNA) Data Layer

POTENTIAL NATURAL AREAS (PNA)

The Potential Natural Areas data layer indicates, throughout the State of Florida, lands that are in private ownership and are not managed or listed for conservation purposes that are possible examples of good quality natural communities. These areas were determined from FNAI's scientific staff vegetative interpretation of 1988-1993 FDOT aerial photographs and from input received during Regional Ecological Workshops held for each regional planning council. These workshops were attended by experts familiar with natural areas in the region. Element occurrences in the FNAI database may or may not be present on these sites. In order to be classified as a Potential Natural Area (with the exception of internal rank PNA-5) the natural communities identified through aerial photographs must meet the following criteria:

1. Must be a minimum of 500 acres. *Exceptions*: sandhill, min. 320 acres; scrub, min. 80 acres; pine rockland, min. 20 acres; dry prairie, min. 320 acres; *or* any example of coastal rock barren, upland glade, coastal dune lake, spring-run stream or terrestrial cave.

2. Must contain at least one of the following:
   a. One or more high quality examples of FNAI state ranked S3 or above natural communities.
   b. An outstanding example of any FNAI tracked natural community.

Potential Natural Areas have been assigned ranks of PNA-1 through PNA-4 mostly based on size and perceived quality and type of natural community present. The areas included in internal rank PNA-5 (former ACI Category C) are exceptions to the above criteria. These areas were identified through the same process of aerial photographic interpretation and regional workshops as the PNA 1 through 4 ranked sites, but do not meet the standard criteria. These PNA 5 areas are considered lower priority for conservation than areas ranked PNA 1- 4, but nonetheless are believed to be ecologically viable tracts of land representative of Florida's natural ecosystems.

1018 Thomasville Road
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FLORIDA Natural Areas INVENTORY

Florida Resources and Environmental Analysis Center
Institute of Science and Public Affairs
The Florida State University

Tracking Florida's Biodiversity

FLORIDA NATURAL AREAS INVENTORY

Florida Scrub-Jay Survey and Breeding Bird Atlas Data Layers

In addition to our element occurrence database of rare species and natural community locations, the Inventory has additional data layers that have been provided by state and federal agencies.

Florida Scrub-Jay Survey - U.S. Fish and Wildlife Service

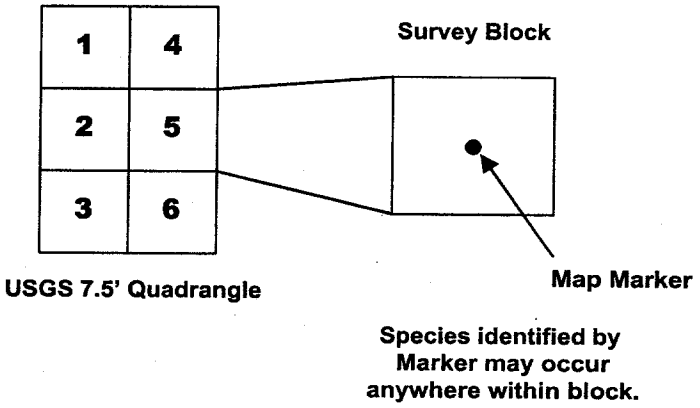
This survey was conducted by staff and associates of the Archbold Biological Station from 1992 to 1996. An attempt was made to record all scrub-jay (*Aphelocoma coerulescens*) groups, although most federal lands were not officially surveyed.

Each map point represents one or more groups.

Florida Breeding Bird Atlas Project - Florida Game and Fresh Water Fish Commission (now Florida Fish and Wildlife Conservation Commission)

This study was conducted from 1986 to 1991, (final report, *An Atlas of Florida's Breeding Birds* by Kale, Pranty, Stith, and Biggs, Nongame Wildlife Program, Florida Game and Fresh Water Fish Commission). The study divided the state into "blocks", with each block representing one-sixth of a U.S. Geological Survey 7.5 minute topographic quadrangle map. Several categories of breeding activity were recorded by observers.

Each map point is located at the center of a block, and represents species listed as Possible or Probable Breeders within the surrounding block (approximately 10 square miles in area).



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FLORIDA Natural Areas INVENTORY

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Tracking Florida's Biodiversity

Dade County Summary

Rare Species and Natural Communities

Scientific Name	Common Name	Global Rank*	State Rank*	Federal Status*	State Status*	Occurrence Status†
FISH						
Agonostomus monticola	mountain mullet	G5	S3	N	N	C
Gambusia rhizophorae	mangrove gambusia	G3	S3	N	N	C
Gobiomorus dormitor	bigmouth sleeper	G5	S2	N	N	C
Gobionellus stigmaturus	spottail goby	G2	S2	N	N	C
Rivulus marmoratus	mangrove rivulus	G5	S3	N	LS	C
AMPHIBIANS						
Rana capito	gopher frog	G4	S3	N	LS	P
REPTILES						
Alligator mississippiensis	American alligator	G5	S4	T(S/A)	LS	C
Caretta caretta	loggerhead	G3	S3	LT	LT	C
Chelonia mydas	green turtle	G3	S2	LE	LE	N
Crocodylus acutus	American crocodile	G2	S1	LE	LE	C
Crotalus adamanteus	eastern diamondback rattlesnake	G5	S3	N	N	C
Dermochelys coriacea	leatherback	G3	S2	LE	LE	N
Drymarchon corais couperi	eastern indigo snake	G4T3	S3	LT	LT	C
Eretmochelys imbricata	hawksbill	G3	S1	LE	LE	C
Gopherus polyphemus	gopher tortoise	G3	S3	N	LS	C
Pituophis melanoleucus mugitus	Florida pine snake	G5T3?	S3	N	LS	C
Sceloporus woodi	Florida scrub lizard	G3	S3	N	N	P
Tantilla oolitica	rim rock crowned snake	G1G2Q	S1S2	N	LT	C
BIRDS						
Accipiter cooperii	Cooper's hawk	G4	S3?	N	N	C
Ajaia ajaja	roseate spoonbill	G5	S2S3	N	LS	C
Ammodramus maritimus mirabilis	Cape Sable seaside sparrow	G4T1	S1	LE	LE	C
Aramus guarauna	limpkin	G5	S3	N	LS	P
Ardea alba	great egret	G5	S4	N	N	C
Ardea herodias occidentalis	great white heron	G5T2	S2	N	N	C
Buteo brachyurus	short-tailed hawk	G4?	S3	N	N	P
Charadrius melodus	piping plover	G3	S2	LT	LT	C
Chordeiles gundlachii	Antillean nighthawk	G4	S3	N	N	P
Coccyzus minor	mangrove cuckoo	G5	S3	N	N	C
Columba leucocephala	white-crowned pigeon	G3	S3	N	LT	C
Dendroica discolor paludicola	Florida prairie warbler	G5T3	S3	N	N	C
Dendroica petechia gundlachi	Cuban yellow warbler	G5T4	S3	N	N	P
Egretta caerulea	little blue heron	G5	S4	N	LS	C
Egretta rufescens	reddish egret	G4	S2	N	LS	C
Egretta thula	snowy egret	G5	S4	N	LS	C
Egretta tricolor	tricolored heron	G5	S4	N	LS	C
Elanoides forficatus	swallow-tailed kite	G4	S2S3	N	N	P
Eudocimus albus	white ibis	G5	S4	N	LS	C
Falco columbarius	merlin	G5	SU	N	N	C
Falco peregrinus	peregrine falcon	G4	S2	LE	LE	C
Falco sparverius paulus	southeastern American kestrel	G5T3T4	S3?	N	LT	P
Fregata magnificens	magnificent frigatebird	G5	S1	N	N	P
Grus canadensis pratensis	Florida sandhill crane	G5T2T3	S2S3	N	LT	P

Dade County Summary

Rare Species and Natural Communities

Scientific Name	Common Name	Global Rank*	State Rank*	Federal Status*	State Status*	Occurrence Status†
Haematopus palliatus	American oystercatcher	G5	S3	N	LS	P
Haliaeetus leucocephalus	bald eagle	G4	S3	LT	LT	C
Ixobrychus exilis	least bittern	G5	S4	N	N	P
Laterallus jamaicensis	black rail	G4	S3?	N	N	P
Mycteria americana	wood stork	G4	S2	LE	LE	C
Nyctanassa violacea	yellow-crowned night-heron	G5	S3?	N	N	C
Nycticorax nycticorax	black-crowned night-heron	G5	S3?	N	N	C
Pandion haliaetus	osprey	G5	S3S4	N	LS**	C
Pelecanus occidentalis	brown pelican	G4	S3	N	LS	C
Picoides villosus	hairy woodpecker	G5	S3?	N	N	P
Plegadis falcinellus	glossy ibis	G5	S2	N	N	P
Rallus longirostris insularum	mangrove clapper rail	G5T3	S3	N	N	P
Rallus longirostris scottii	Florida clapper rail	G5T3?	S3?	N	N	P
Rostrhamus sociabilis plumbeus	snail kite	G4G5T1	S1	LE	LE	C
Rynchops niger	black skimmer	G5	S3	N	LS	C
Speotyto cunicularia floridana	Florida burrowing owl	G4T3	S3	N	LS	C
Sterna antillarum	least tern	G4	S3	N	LT	C
Sterna caspia	Caspian tern	G5	S2?	N	N	C
Sterna maxima	royal tern	G5	S3	N	N	C
Sterna sandvicensis	sandwich tern	G5	S2	N	N	C
Vireo altiloquus	black-whiskered vireo	G5	S3	N	N	C
MAMMALS						
Eumops glaucinus floridanus	Florida mastiff bat	G5T1	S1	N	LE	C
Felis concolor coryi	Florida panther	G5T1	S1	LE	LE	C
Mustela vison mink pop 1	southern mink, (s. Florida pop.)	G5T2	S2	N	LT**	C
Neofiber alleni	round-tailed muskrat	G3	S3	N	N	P
Podomys floridanus	Florida mouse	G3	S3	N	LS	P
Trichechus manatus	manatee	G2?	S2?	LE	LE	C
Ursus americanus floridanus	Florida black bear	G5T2	S2	C	LT**	P
INVERTEBRATES						
Cicindela abdominalis floridana	Miami tiger beetle	G5THQ	S?	N	N	C
Crangonyx grandimanus	Florida cave amphipod	G2	S2	N	N	C
Crangonyx hobbsi	Hobbs' cave amphipod	G2G3	S2S3	N	N	C
Eumaeus atala florida	Florida atala	G4T3Q	S3	N	N	C
Procambarus milleri	Miami cave crayfish	G1	S1	N	N	C
VASCULAR PLANTS						
Acacia choriophylla	tamarindillo	G4	S1	N	LE	R
Acrostichum aureum	golden leather fern	G5	S3	N	LE	C
Actinostachys pennula	ray fern	G4G5	S1	N	LE	C
Adiantum melanoleucum	fragrant maidenhair fern	G3G4	S1	N	LE	C
Adiantum tenerum	brittle maidenhair fern	G5	S3	N	LE	C
Alvaradoa amorphoides	Everglades leaf lace	G5	S1	N	LE	C
Amorpha herbacea var crenulata	crenulate lead-plant	G4G5T1	S1	LE	LE	C
Amyris balsamifera	balsam torchwood	G4	SX	N	N	C
Anemia wrightii	Wright's anemia	G2	S1	N	LE	C
Argusia gnaphalodes	sea lavender	G4	S3	N	LE	C
Argythamnia blodgettii	Blodgett's wild-mercury	G2	S2	N	LE	C

Dade County Summary

Rare Species and Natural Communities

Scientific Name	Common Name	Global Rank*	State Rank*	Federal Status*	State Status*	Occurrence Status†
Aristolochia pentandra	Dutchman's pipe	G2G4	S1	N	N	C
Asplenium auritum	auricled spleenwort	G5	S2	N	LE	R
Asplenium serratum	bird's nest spleenwort	G4G5	S1	N	LE	C
Asplenium trichomanes-dentatum	slender spleenwort	G5	S1S2	N	LE	C
Asplenium x biscaynianum	Eaton's spleenwort	G1	S1	N	N	C
Basiphyllaea corallicola	rockland orchid	G1G3	S1	N	LE	C
Bourreria cassinifolia	little strongbark	G3?	S1	N	LE	C
Brassia caudata	spider orchid	G3G4	SX	N	LE	C
Brickellia eupatorioides var. floridana	Florida thoroughwort brickell-bush	G5T1	S4T1	N	LE	C
Byrsonima lucida	locustberry	G3	S3	N	LE	C
Calyptranthes zuzygium	myrtle-of-the-river	G4	S2	N	LE	C
Campyloneurum angustifolium	narrow-leaved strap fern	G4G5	S1	N	LE	C
Catopsis berteroniana	powdery catopsis	G4	S1S2	N	LE	C
Catopsis floribunda	many-flowered catopsis	G3G4	S2	N	LE	C
Chamaecrista lineata var keyensis	big pine partridge pea	G5T2	S2	N	LE	R
Chamaesyce deltoidea ssp adhaerens	hairy deltoid spurge	G2T1	S1	LE	LE	C
Chamaesyce deltoidea ssp deltoidea	deltoid spurge	G2T1	S1	LE	LE	C
Chamaesyce garberi	Garber's spurge	G1	S1	LT	LE	C
Chamaesyce pinetorum	pinelands spurge	G1Q	S1	N	N	C
Chamaesyce porteriana var porteriana	Porter's broad-leaved spurge	G2T2	S2	N	LE	C
Cheilanthes microphylla	southern lip fern	G5	S3	N	LE	C
Cheiroglossa palmata	hand fern	G4	S2	N	LE	C
Coccothrinax argentata	silver palm	G3	S2?	N	LE	C
Colubrina cubensis var floridana	Cuban snake-bark	G2G3T1	S1	N	LE	C
Conradina grandiflora	large-flowered rosemary	G3	S3	N	LE	C
Crossopetalum ilicifolium	Christmas berry	G2	S2	N	LE	C
Crossopetalum rhacoma	rhacoma	G5	S3	N	LE	C
Ctenitis sloanei	Florida tree fern	G5	S2	N	LE	C
Cyrtopodium punctatum	cow-horned orchid	G5?	S1	N	LE	C
Digitaria pauciflora	few-flowered crabgrass	G1	S1	N	LE	C
Drypetes diversifolia	milkbark	G3G4	S2	N	N	C
Eleocharis rostellata	beaked spikerush	G5	S1	N	N	C
Eltroplectris calcarata	spurred neottia	G3?	S1	N	LE	C
Elytraria caroliniensis var angustifolia	narrow-leaved Carolina scalystem	G4T2	S2	N	N	C
Encyclia boothiana var erythronioides	dollar orchid	G4?T4?Q	S1	N	LE	C
Encyclia cochleata var triandra	clamshell orchid	G4T2	S2	N	LE	C
Epidendrum nocturnum	night-scented orchid	G4G5	S2	N	LE	C
Eugenia confusa	tropical ironwood	G4G5	S2S3	N	LE	C
Eugenia rhombea	red stopper	G3G5	S1	N	LE	C
Eupatorium villosum	villose fennel	G4G5	S2	N	N	C
Euphorbia pinetorum	rockland painted-leaf	G2	S2	N	LE	C
Forestiera segregata var pinetorum	Florida pinewood privet	G4?T2	S2	N	N	C
Galactia pinetorum	pineland milk pea	G2Q	S2	N	N	C
Galactia smallii	Small's milk pea	G1Q	S1	LE	LE	C
Galeandra beyrichii	galeandra	G4G5	S1	N	LE	C
Glandularia maritima	coastal vervain	G3	S3	N	LE	C

Dade County Summary

Rare Species and Natural Communities

Scientific Name	Common Name	Global Rank*	State Rank*	Federal Status*	State Status*	Occurrence Status†
Gossypium hirsutum	wild cotton	G4G5	S3?	N	LE	C
Govenia utriculata	sheathing govenia	G5	S1	N	LE	C
Guaiacum sanctum	lignum-vitae	G4G5	S2	N	LE	C
Guzmania monostachia	Fuch's bromeliad	G4G5	S1S2	N	LE	C
Halophila johnsonii	Johnson's seagrass	G2	S2	PT	N	C
Harrisia simpsonii	Simpson's prickly apple	G2Q	S2	N	LE	C
Helianthus debilis ssp vestitus	hairy beach sunflower	G5T2	S2	N	N	C
Hippomane mancinella	manchineel	G5	S2	N	LE	C
Hypelate trifoliata	white ironwood	G3G5	S1	N	LE	C
Ilex krugiana	Krug's holly	G2G4	S2	N	LE	C
Indigofera mucronata var keyensis	decumbent indigo	G5?T1	S1	N	N	C
Ionopsis utricularioides	delicate ionopsis	G4G5	S1	N	LE	R
Ipomoea microdactyla	wild potato morning glory	G3G4	S1S2	N	LE	C
Ipomoea tenuissima	rocklands morning glory	G2?	S1S2	N	LE	C
Jacquemontia curtissii	pineland jacquemontia	G2	S2	N	LE	C
Jacquemontia reclinata	beach jacquemontia	G1	S1	LE	LE	C
Jacquinia keyensis	joewood	G4	S3	N	LT	C
Lantana canescens	small-headed lantana	G3G4	S2	N	N	C
Lantana depressa var depressa	Florida lantana	G2T1	S1	N	LE	C
Lantana depressa var floridana	Atlantic Coast Florida lantana	G2T2	S2	N	LE	C
Lechea divaricata	pine pinweed	G2	S2	N	LE	C
Leiphaimos parasitica	ghost plant	G4	S2	N	N	C
Licaria triandra	Gulf licaria	G4	S1	N	LE	C
Linum arenicola	sand flax	G1G2	S1S2	N	LE	C
Linum carteri var carteri	Carter's small-flowered flax	G2T1	S1	N	LE	C
Linum carteri var smallii	Carter's large-flowered flax	G2T2	S2	N	LE	C
Lomariopsis kunzeana	holly vine fern	G3G4	S2S3	N	LE	C
Matelea floridana	Florida spiny-pod	G2	S2	N	LE	C
Microgramma heterophylla	climbing vine fern	G4G5	S2S3	N	LE	C
Myrcianthes fragrans var simpsonii	twinberry	G4T3	S3	N	LT	C
Okenia hypogaea	burrowing four-o'clock	G3	S2	N	LE	C
Oncidium floridanum	Florida oncidium	G2Q	S1	N	LE	C
Passiflora multiflora	whitish passionflower	G4	S1	N	N	C
Peperomia humilis	terrestrial peperomia	G5	S2	N	LE	C
Peperomia obtusifolia	blunt-leaved peperomia	G5	S2	N	LE	C
Phoradendron rubrum	mahogony mistletoe	G3G5	S1	N	LE	C
Phyllanthus pentaphyllus ssp floridanus	Florida five-petaled leaf-flower	G4G5T2	S2	N	N	C
Picramnia pentandra	bitter bush	G4G5	S1	N	N	C
Polygala boykinii var sparsifolia	Boykin's few-leaved milkwort	G3G4T2Q	S2	N	N	C
Polygala smallii	tiny polygala	G1	S1	LE	LE	C
Polyrrhiza lindenii	ghost orchid	G2G4	S2	N	LE	C
Ponthieva brittoniae	Bahama shadow-witch	G2	S1	N	LE	C
Prescotia oligantha	small-flowered prescotia	G4G5	S1	N	LE	C
Prunus myrtifolia	West Indian cherry	G4	S2	N	N	C
Pseudophoenix sargentii	Florida cherry-palm	G3G4	S1	N	LE	C
Pteris bahamensis	Bahama brake	G4	S3	N	LE	C
Pteroglossaspis ecristata	wild coco	G2G3	S2	N	LT	C
Rhipsalis baccifera	mistletoe cactus	G4G5	S1	N	LE	C
Rhynchospora floridensis	Florida white-top sedge	G3	S2	N	N	C

Dade County Summary

Rare Species and Natural Communities

Scientific Name	Common Name	Global Rank*	State Rank*	Federal Status*	State Status*	Occurrence Status†
Roystonea elata	Florida royal palm	G2Q	S2	N	LE	C
Sachsia polycephala	Bahama sachsia	G2	S1	N	LE	C
Schaefferia frutescens	yellowwood	G5	S2	N	N	C
Selaginella eatonii	Eaton's spikemoss	G2?	S2	N	LE	C
Sphenomeris clavata	wedgelet fern	G3	S2S3	N	LE	C
Spiranthes costaricensis	Reichenbach's orchid	G3G4	S1	N	LE	C
Spiranthes elata	tall neottia	G4G5	S1	N	LE	C
Spiranthes lanceolata var paludicola	Fahkahatchee ladies' -tresses	G4T1	S1	N	N	C
Spiranthes polyantha	green ladies'-tresses	G3G5	S1S2	N	LE	C
Spiranthes torta	southern ladies'-tresses	G3G4	S1	N	LE	C
Stillingia sylvatica ssp tenuis	queen's delight	G4G5T2	S2	N	N	C
Stylosanthes calcicola	pineland pencil flowers	G3G4	S2	N	N	C
Swietenia mahagoni	West Indies mahogany	G3G4	S2	N	LE	C
Tectaria coriandrifolia	Hattie Bauer halberd fern	G2?	SX	N	LE	C
Tectaria fimbriata		G2G4	S2	N	LE	C
Tectaria x amesiana	Ames halberd fern	HYB	SX	N	N	C
Tephrosia angustissima var angustissima	devil's shoestring	G1TH	SH	N	LE	C
Tephrosia angustissima var corallicola	rockland hoary-pea	G1T1	S1	N	LE	C
Thelypteris reptans	creeping fern	G5	S2	N	LE	C
Thelypteris sclerophylla	hard-leaved shield fern	G3	S1	N	LE	C
Thrinax morrisii	brittle thatch palm	G4G5	S3	N	LE	C
Thrinax radiata	Florida thatch palm	G4G5	S2	N	LE	C
Tillandsia flexuosa	banded wild-pine	G4	S3	N	LE	C
Tragia saxicola	pineland noseburn	G2	S2	N	LE	C
Trichomanes krausii	Kraus' bristle fern	G5	S1S2	N	LE	C
Trichomanes punctatum	Florida bristle fern	G4G5	S2	N	LE	C
Tripsacum floridanum	Florida gama grass	G2	S2	N	LE	C
Vallesia antillana	pearl berry	G4	S1	N	N	C
Vanilla barbellata	worm-vine orchid	G4G5	S2	N	LE	C
Vanilla mexicana	scentless vanilla	G2G4	S1	N	LE	C
Vanilla phaeantha	brown-flowered vanilla	G3	S2	N	LE	C
Vernonia blodgettii	Blodgett's ironweed	G3	S3	N	N	C
Warea carteri	Carter's warea	G1G2	S1S2	LE	LE	C
Zanthoxylum coriaceum	Biscayne prickly ash	G3G4	S1	N	LE	C
Zephyranthes simpsonii	rain lily	G2G3	S2S3	N	LT	C
NATURAL COMMUNITIES						
Beach Dune		G4?	S2	N	N	C
Coastal Strand		G3?	S2	N	N	C
Marine Tidal Swamp		G3	S3	N	N	C
Maritime Hammock		G4	S2	N	N	C
Marl Prairie		G?	S4?	N	N	C
Mesic Flatwoods		G?	S4	N	N	C
Pine Rockland		G1	S1	N	N	C
Rockland Hammock		G?	S2	N	N	C
Shell Mound		G3	S2	N	N	C
Sinkhole		G?	S2	N	N	C

Dade County Summary

Rare Species and Natural Communities

Scientific Name	Common Name	Global Rank*	State Rank*	Federal Status*	State Status*	Occurrence Status†
OTHER						
Bird rookery				N	N	C
Geological feature				N	N	C
Manatee aggregation site				N	N	C
Migratory bird concentration site				N	N	C

* See attached ***FNAI Rank Explanations*** sheet for definitions of **Global and State Ranks**, and **State and Federal Status**

** See attached *FNAI Rank Explanations* sheet, ***Special Animal Listings - State and Federal Status*** section

† COUNTY OCCURRENCE STATUS

Vertebrates and Invertebrates:

C = (Confirmed) Occurrence status derived from a documented record in the FNAI data base.
P = (Potential) Occurrence status derived from a reported occurrence for the county, or the occurrence lies within the published range of the taxon.
N = (Nesting) For sea turtles only; occurrence status derived from documented nesting occurrences.

Plants, Natural Communities, and Other:

C = (Confirmed) Occurrence status derived from a documented record in the FNAI data base or from a herbarium specimen.
R= (Reported) Occurrence status derived from published reports.

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GLOBAL AND STATE RANKS

Florida Natural Areas Inventory (FNAI) defines an **element** as any rare or exemplary component of the natural environment, such as a species, natural community, bird rookery, spring, sinkhole, cave, or other ecological feature. FNAI assigns two ranks to each element found in Florida: the **global rank**, which is based on an element's worldwide status, and the **state rank**, which is based on the status of the element within Florida. Element ranks are based on many factors, including estimated number of occurrences, estimated abundance (for species and populations) or area (for natural communities), estimated number of adequately protected occurrences, range, threats, and ecological fragility.

GLOBAL RANK DEFINITIONS

G1	Critically imperiled globally because of extreme rarity (5 or fewer occurrences or less than 1000 individuals) or because of extreme vulnerability to extinction due to some natural or human factor.
G2	Imperiled globally because of rarity (6 to 20 occurrences or less than 3000 individuals) or because of vulnerability to extinction due to some natural or human factor.
G3	Either very rare and local throughout its range (21-100 occurrences or less than 10,000 individuals), or found locally in a restricted range, or vulnerable to extinction from other factors.
G4	Apparently secure globally (may be rare in parts of range).
G5	Demonstrably secure globally.
GH	Occurred historically throughout its range, but has not been observed for many years.
GX	Believed to be extinct throughout range.
GXC	Extirpated from the wild but still known from captivity or cultivation.
G#?	Rank uncertain (e.g., G2?).
G#G#	Range of rank; insufficient data to assign specific global rank (e.g., G2G3)
G#T#	Rank of a taxonomic subgroup such as a subspecies or variety; the G portion of the rank refers to the entire species, and the T portion refers to the subgroup; T# has same definition as G#.
G#Q	Ranked as species but there is some question as to whether it is a valid species.
G#T#Q	Same as above, but validity as subspecies or variety is questioned.
GU	Global rank unknown; due to lack of information, no rank or range can be assigned.
G?	Temporarily not ranked.

STATE RANK DEFINITIONS

State ranks (S#) follow the same system and have the same definitions as global ranks, except they apply only to Florida, with the following additions:

SA	Accidental in Florida and not part of the established biota.
SE	Exotic species established in Florida (may be native elsewhere in North America).
SX	Believed to be extirpated from state.

Florida Resources
and Environmental
Analysis Center

Institute for Science
and Public Affairs

The Florida State University

Tracking Florida's Biodiversity

FEDERAL AND STATE LEGAL STATUSES

Provided by FNAI for information only.
For official definitions and lists of protected species, consult the relevant state or federal agency.

FEDERAL LEGAL STATUS

Definitions derived from U.S. Endangered Species Act of 1973, Sec. 3. Note that the federal status given by FNAI refers only to Florida populations and that federal status may differ elsewhere.

LE	Endangered: species in danger of extinction throughout all or a significant portion of its range.
LT	Threatened: species likely to become Endangered within the foreseeable future throughout all or a significant portion of its range.
E(S/A)	Endangered due to similarity of appearance to a species which is federally listed such that enforcement personnel have difficulty in attempting to differentiate between the listed and unlisted species.
T(S/A)	Threatened due to similarity of appearance (see above).
PE	Proposed for listing as Endangered species.
PT	Proposed for listing as Threatened species.
C	Candidate species for which federal listing agencies have sufficient information on biological vulnerability and threats to support proposing to list the species as Endangered or Threatened.
XN	Non-essential experimental population.
MC	Not currently listed, but of management concern to USFWS.
N	Not currently listed, nor currently being considered for listing as Endangered or Threatened.

FLORIDA LEGAL STATUSES

Animals: Definitions derived from "Florida's Endangered Species and Species of Special Concern, Official Lists" published by Florida Fish and Wildlife Conservation Commission, 1 August 1997, and subsequent updates.

LE	Endangered: species, subspecies, or isolated population so few or depleted in number or so restricted in range that it is in imminent danger of extinction.
LT	Threatened: species, subspecies, or isolated population facing a very high risk of extinction in the future.
LS	Species of Special Concern is a species, subspecies, or isolated population which is facing a moderate risk of extinction in the future.
PE	Proposed for listing as Endangered.
PT	Proposed for listing as Threatened.
PS	Proposed for listing as Species of Special Concern.
N	Not currently listed, nor currently being considered for listing.

Plants: Definitions derived from Sections 581.011 and 581.185(2), Florida Statutes, and the Preservation of Native Flora of Florida Act, 5B-40.001. FNAI does not track all state-regulated plant species; for a complete list of state-regulated plant species, call Florida Division of Plant Industry, 352-372-3505.

LE	Endangered: species of plants native to Florida that are in imminent danger of extinction within the state, the survival of which is unlikely if the causes of a decline in the number of plants continue; includes all species determined to be endangered or threatened pursuant to the U.S. Endangered Species Act.
LT	Threatened: species native to the state that are in rapid decline in the number of plants within the state, but which have not so decreased in number as to cause them to be Endangered.
PE	Proposed for listing as Endangered.
PT	Proposed for listing as Threatened.
N	Not currently listed, nor currently being considered for listing.

Florida Natural Areas Inventory

Element Occurrences on or near Site

Map Label	Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing	Observation Date	Description	EO Comments
HALILEUC*0285	HALIAEETUS LEUCOCEPHALUS	BALD EAGLE	G4	S3	LT	LT	1988	NO GENERAL DESCRIPTION GIVEN	NEST GONE IN 1980, BUT BIRDS IN TERRITORY IN 1981. NEST: 1978-1979, 1981, 1983, 1987 ACTIVE, USURPED BY OWL 1980, 1982, 1985. FLEDGED YOUNG 1978-1979, 1987, UNKNOWN 1981, 1983. NO DATA 1984, 1988.
CARECARE*0015	CARETTA CARETTA	LOGGERHEAD	G3	S3	LT	LT	1980	16.1 KM STRETCH OF ATLANTIC COASTAL BEACH, HEAVILY URBANIZED BACK OF BEACH.	NESTING BEACH. 1980: FL DNR RECORDED 10 NESTS (0. 62/KM).

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Florida Natural Areas Inventory

Element Occurrences on or near Site

Map Label	Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing	Observation Date	Description	EO Comments
PELEOCCI*0038	PELECANUS OCCIDENTALIS	BROWN PELICAN	G4	S3	N	LS	1992-04-17	UNCONSOLIDATED MARINE SUBSTRATES, TIDAL SWAMP.	1992-04-17: 1 BIRD SEEN (PNDROB06). NEVILLE REPORTS AREA USED REGULARLY IN WINTER. PRESUMABLY A REGULAR FEEDING/LOAFING AREA.
ARDEOCCI*0044	ARDEA HERODIAS OCCIDENTALIS	GREAT WHITE HERON	G5T2	S2	N	N	1987	UNCONSOLIDATED MARINE SUBSTRATES, TIDAL SWAMP.	NEVILLE REPORTS AREA USED REGULARLY IN WINTER. PRESUMABLY A REGULAR FEEDING/LOAFING AREA.
ARDEALBA*0144	ARDEA ALBA	GREAT EGRET	G5	S4	N	N	1987	UNCONSOLIDATED MARINE SUBSTRATES, TIDAL SWAMP.	NEVILLE REPORTS AREA USED REGULARLY IN WINTER. PRESUMABLY A REGULAR FEEDING/LOAFING AREA.
EGRETHUL*0074	EGRETTA THULA	SNOWY EGRET	G5	S3	N	LS	1992-02-18	UNCONSOLIDATED MARINE SUBSTRATES, TIDAL SWAMP.	1991-04-16: 1 BIRD SEEN; 1992-02-18: 1 BIRD SEEN DURING FULL MOON LOW TIDE (PNDROB06). NEVILLE REPORTS AREA USED REGULARLY IN WINTER. PRESUMABLY A REGULAR FEEDING/LOAFING AREA.
EGRECAER*0085	EGRETTA CAERULEA	LITTLE BLUE HERON	G5	S4	N	LS	1992-02-18	UNCONSOLIDATED MARINE SUBSTRATES, TIDAL SWAMP.	1991-04-16: 1 BIRD SEEN; 1992-02-18: 2 BIRDS SEEN DURING FULL MOON LOW TIDE (PNDROB06). NEVILLE REPORTS AREA USED REGULARLY IN WINTER. PRESUMABLY A REGULAR FEEDING/LOAFING AREA.
EGRETRIC*0080	EGRETTA TRICOLOR	TRICOLORED HERON	G5	S4	N	LS	1992-04-17	UNCONSOLIDATED MARINE SUBSTRATES, TIDAL SWAMP.	1991-04-16: 1 BIRD SEEN; 1992-04-17: 3 BIRDS SEEN (PNDROB06). NEVILLE REPORTS AREA USED REGULARLY IN WINTER. PRESUMABLY A REGULAR FEEDING/LOAFING AREA.
EGRERUFE*0015	EGRETTA RUFESCENS	REDDISH EGRET	G4	S2	N	LS	1987	UNCONSOLIDATED MARINE SUBSTRATES, TIDAL SWAMP.	NEVILLE REPORTS RESIDENT DARK-PHASE REDDISH EGRET ON N. END OF VIRGINIA KEY AND WHITE-PHASE BIRDS ARE OFTEN SEEN.
NYCTNYCT*0024	NYCTICORAX NYCTICORAX	BLACK-CROWNED NIGHT-HERON	G5	S3	N	N	1987	UNCONSOLIDATED MARINE SUBSTRATES, TIDAL SWAMP.	NEVILLE REPORTS AREA IS USED REGULARLY IN WINTER. PRESUMABLY A REGULAR FEEDING/LOAFING AREA.

Florida Natural Areas Inventory

Element Occurrences on or near Site

Map Label	Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing	Observation Date	Description	EO Comments
NYCTVIOL*0011	NYCTANASSA VIOLACEA	YELLOW-CROWNED NIGHT-HERON	G5	S3	N	N	1987	UNCONSOLIDATED MARINE SUBSTRATES, TIDAL SWAMP.	NEVILLE REPORTS AREA USED REGULARLY IN WINTER. PRESUME REGULAR FEEDING/LOAFING AREA.
EUDOALBU*0064	EUDOCIMUS ALBUS	WHITE IBIS	G5	S4	N	LS	1992-04-17	UNCONSOLIDATED MARINE SUBSTRATES, TIDAL SWAMP.	1991-04-16: 1 BIRD SEEN; 1992-02-18: 3 BIRDS SEEN DURING FULL MOON LOW TIDE; 1992-04-17: 1 BIRD SEEN (PNDROB06). NEVILLE REPORTS AREA USED REGULARLY IN WINTER. PRESUMABLY A REGULAR FEEDING/LOAFING AREA.
AJAIAJAJ*0062	AJAIA AJAJA	ROSEATE SPOONBILL	G5	S2	N	LS	1990-09-13	Tidal swamp	1990-09-13: M.S. Robson, GFC, observed 4 adults on the island and 4 adults in the main cove.
PANDHALI*0025	PANDION HALIAETUS	OSPREY	G5	S3S4	N	LS*	1991-04-16	UNCONSOLIDATED MARINE SUBSTRATES, TIDAL SWAMP.	1991-04-16: 1 BIRD SEEN ON SURVEY OF VIRGINIA KEY CRITICAL WILDLIFE AREA (PNDROB06). NEVILLE REPORTS AREA USED REGULARLY IN WINTER. PRESUMABLY REGULAR FEEDING/LOAFING AREA.
ACCICOOP*0008	ACCIPITER COOPERII	COOPER'S HAWK	G5	S3	N	N	1989-02-04	Sandbar - Consolidated substrate.	1989-02-04: M.S. Robson, GFC, observed 1 adult soaring around over a large flock of shorebirds loafing on the sandbar. They became agitated as falcon approached. Falcon did not stoop.
FALCCOLU*0005	FALCO COLUMBARIUS	MERLIN	G5	S2	N	N	1987-	UNCONSOLIDATED MARINE SUBSTRATES, TIDAL SWAMP.	MIGRATION/STOP OVER AREA: MERLINS OBSERVED REGULARLY IN WINTER, ESPECIALLY NEAR MUDFLATS ON N. END OF THE KEY (NEVILLE).
FALCPERE*0010	FALCO PEREGRINUS	PEREGRINE FALCON	G4	S2	N	LE	1986-01-18	BEACH DUNES, UNCONSOLIDATED MARINE SUBSTRATES, TIDAL SWAMP.	MIGRATION/STOP OVER AREA: PEREGRINES SEEN HERE REGULARLY ESPECIALLY NEAR THE MUDFLATS ON THE N. END OF THE KEY.

Florida Natural Areas Inventory

Element Occurrences on or near Site

Map Label	Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing	Observation Date	Description	EO Comments
CHARMELO*0007	CHARADRIUS MELODUS	PIPING PLOVER	G3	S2	LT	LT	1987-04-19	TIDAL SWAMP AND MARINE UNCONSOLIDATED SUBSTRATE (TIDAL MUDFLATS).	WINTERING AREA. 1991 PIPING PLOVER WINTER CENSUS (U92FWS01FL) FOUND NO BIRDS IN 4.0 MILE SURVEY. 1987: 2 OBSERVED FORAGING ON MUDFLATS AT THE N.E. END OF KEY ON 19 APR. NEVILLE HAS OBSERVED A FEW BIRDS HERE IN FALL, WINTER, SPRING REGULARLY SINCE 1979. N NEVILLE REPORTS AREA USED REGULARLY IN WINTER. PRESUMABLY A REGULAR FEEDING/LOAFING AREA.
STERCASP*0002	STERNA CASPIA	CASPIAN TERN	G5	S2	N	N	1987	UNCONSOLIDATED MARINE SUBSTRATES, TIDAL SWAMP.	1991-04-16: 1 BIRD SEEN; 1992-02-18: 2 BIRDS SEEN DURING FULL MOON LOW TIDE (PNDROB06). NEVILLE REPORTS AREA USED REGULARLY IN WINTER. PRESUMABLY A REGULAR FEEDING/LOAFING AREA.
STERMAXI*0001	STERNA MAXIMA	ROYAL TERN	G5	S3	N	N	1992-02-18	UNCONSOLIDATED MARINE SUBSTRATES, TIDAL SWAMP.	NEVILLE REPORTS AREA USED REGULARLY IN WINTER. PRESUMABLY A REGULAR FEEDING/LOAFING AREA.
STERSAND*0001	STERNA SANDVICENSIS	SANDWICH TERN	G5	S2	N	N	1987	UNCONSOLIDATED MARINE SUBSTRATES, TIDAL SWAMP.	1991-04-16: 5 BIRDS SEEN (PNDROB06). NEVILLE REPORTS AREA USED REGULARLY IN WINTER. PRESUMABLY REGULAR FEEDING/LOAFING AREA.
STERANTI*0012	STERNA ANTILLARUM	LEAST TERN	G4	S3	N	LT	1991-04-16	UNCONSOLIDATED MARINE SUBSTRATES, TIDAL SWAMP.	1991-04-16: 59 BIRDS SEEN; 1992-02-18: 4 BIRDS SEEN DURING FULL MOON LOW TIDE (PNDROB06). NEVILLE REPORTS AREA USED REGULARLY IN WINTER. PRESUMABLY REGULAR FEEDING/LOAFING AREA.
RYNCNIGE*0007	RYNCHOPS NIGER	BLACK SKIMMER	G5	S3	N	LS	1992-02-18	UNCONSOLIDATED MARINE SUBSTRATES, TIDAL SWAMP.	1991-04-16: BIRDS SEEN IN MANGROVES, NESTING SUSPECTED (PNDROB06). NEVILLE REPORTS AREA USED REGULARLY IN WINTER.
DENDPALU*0013	DENDROICA DISCOLOR PALUDICOLA	FLORIDA PRAIRIE WARBLER	G5T3	S3	N	N	1991-04-16	TIDAL SWAMP	

Florida Natural Areas Inventory

Element Occurrences on or near Site

Map Label	Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing	Observation Date	Description	EO Comments
RIVUMARM*0022	RIVULUS MARMORATUS	MANGROVE RIVULUS	G3	S3	N	LS	1960-11-08	NO GENERAL DESCRIPTION GIVEN	SPECIMEN(S) COLLECTED BY C.R. ROBINS ON 8 NOV 1960 (UMML-7624).
GOPHPOLY*0061	GOPHERUS POLYPHEMUS	GOPHER TORTOISE	G3	S3	N	LS	1990-11-21	Utility right-of-way.	1990-11-21: M.S. Robson, GFC, observation.
MIGRSITE*0002	MIGRATORY BIRD CONCENTRATION SITE	ZZ	ZZ	ZZ	N	N	1992-04-17	UNCONSOLIDATED MARINE SUBSTRATES, TIDAL SWAMP.	FEEDING/LOAFING SITE FOR SHOREBIRDS AND WADING BIRDS. APPROX. 300-800 BIRDS SEEN FROM DEC-MAY. SURVEY RESULTS ATTACHED. USED BY GULLS AND SKIMMER DURING VERY LOW TIDES.
OKENHYPO*0005	OKENIA HYPOGAEA	BURROWING FOUR-O'CLOCK	G3?	S2	N	LE	1980-04-28	TRANSITION ZONE BETWEEN DUNE VEGETATION & OPEN BEACH.	SMALL QUANTITY.
OKENHYPO*0012	OKENIA HYPOGAEA	BURROWING FOUR-O'CLOCK	G3?	S2	N	LE	1980-04	NONE GIVEN.	NONE GIVEN.
HALOJOHN*0003	HALOPHILA JOHNSONII	JOHNSON'S SEAGRASS	G2	S2	LT	N	1974-04-02	NO GENERAL DESCRIPTION GIVEN	CLUMPS ASSOCIATED WITH HALODULE.

MINUTES FROM THE
BEACHFRONT MANAGEMENT PLAN ADVISORY GROUP MEETING
Wednesday, August 20, 2003

INTRODUCTION

- Advisory Group was convened and introduction of all present.
- Stuart Blumberg elected chair.
- Joe Damien provided overview of Management Plan.

PUBLIC INPUT

Frank Del Vecchio

- #23: Recommended that City supplement with issues regarding compliance/monitoring and encroachment on public property.
  City response: None at this time, other than those addressed in the guidelines and rules and regulations or addressed in other parts of the Management Plan.
- #30: Comments/minutes from Committee meetings should be incorporated into the management plan.
  City response: Committee comments were reviewed and incorporated, as deemed appropriate, into the rules and regulations prior to same being approved by the City Commission and made a part of the Management Plan.

ADVISORY BOARD MEMBER COMMENTS:

Sidney Goldin

- Beach Preservation Committee reviewed Management Plan last week and no changes were recommended. Beach Management Plan is well done.

Humberto Alonso

- Beach Management Plan is well done.
- #22
  - Encouraged City to facilitate public education on the Atlantic Corridor Greenway Network and Sea Turtle protection.
  - Include list and/or description of areas where beach erosion is problem.
- #25: City's Comprehensive Plan narrative language should be referenced in the Management Plan.
  City response: City's Comprehensive Plan does not extend/cover beach area which is State owned.

Vivian Donnell-Rodriguez

Management Plan is well done and well put together.

- #22: City should expand language on Sea Turtle program.

Stuart Reed

- #4: "Water sports" is too broad a term. City should include language that states that the City uses the beach to promote education and provide access to "near shore reefs". Inventory of "near shore reefs" should be included in the Management Plan.
  City response: Inventory of beach resources is not applicable to Management Plan.
- #21: Other multiple uses should be listed in plan.
  City response: City has considered other uses, but it has been the policy of the City Commission not to explorer said uses in order to maximize the general public's use of the beach.
- #22: Beach Maintenance needs to be improved or enhanced and City should review how to enhance County's maintenance of beaches.
  City response: City and County periodically meet to review such issues and will address your concerns accordingly.
- #23: There are a lot of needs and problems that should be listed in plan.
  City response: As previously stated, there are none at this time, other than those addressed in the guidelines and rules and regulations or addressed in other parts of the Management Plan.
- #30: Include a summary of comments and concerns in plan.
  City response: As previously stated, Committee comments were reviewed and incorporated, as deemed appropriate, into the rules and regulations prior to same being approved by the City Commission and made a part of the Management Plan.
- #34: Where is private land analysis that indicates City Management is more efficient and effective.
  City response: As it relates to the operation of the beach as a public recreational facility, the City does not believe that it could hire a private management company to operate/manage the beach as a park facility that in any way would better serve the public need to access and enjoy the beachfront environment than is currently being provided by the City under the Beachfront Management Agreement.

FINAL VOTE

5 in favor: Vivian Donnell-Rodriguez, Humberto Alonso, Sidney Goldin, Joe Damien, Stuart Blumberg
1 opposed: Stuart Reed
1 absent: Commissioner Simon Cruz

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BEACH PRESERVATION COMMITTEE
MEETING MINUTES
AUGUST 12, 2003

1. ATTENDANCE: Bruce Henderson, City Liaison
   Ana Cordero, Member
   Claire Callen, Member
   Luiz Rodrigues Member
   Sidney Goldin, Member

2. Mr. Henderson introduced Claire Callen as new member of the committee.
3. Members discussed continuing problems with public notice of committee meetings. Mr. Goldin volunteered to follow-up with the Public Information Office.
4. A discussion was held regarding the need to elect committee officers at the September 9, 2003 meeting.
5. Mr. Henderson provided a brief history of the City's Beachfront Management Agreement (BMA) and Beachfront Management Plan (BMP), including a discussion of the state required elements of the BMP and how beach concession operations rules and regulations and specifically water sport operations concession facility design and placement and beach equipment placement, are not within the scope of the BMP.
6. Ms. Cordero distributed photos showing beach concessionaire trailers and lounge chairs stored within the dunes in the 42nd through 44th Streets area in middle beach. (Ms. Cordero to follow-up with Jose Damien, Asset Manager, to seek enforcement of concession rules and regulations.
7. Discussion was held regarding the lack of a "Beach Monitor" position in the 2003/04 budget and actions members of the committee individually take to seek support for the position from the Administration and/or City Commission.
8. Mr. Goldin made a motion to adopt the BMP. The motion was seconded by Mr. Rodrigues and unanimously passed by the committee.
9. Committee members thanked Mr. Damien, Robert Reboso and Mr. Henderson for their hard work in preparing the BMP renewal package.

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution Authorizing The City Manager Or His Designee To Apply For And Accept (5) Grants.

Issue:

Shall The City Apply For The Aforementioned Grants?

Item Summary/Recommendation:

The City Proposes Applying For The Following Grant Funds: 1) The Florida Department Of Community Affairs, For Operations Liberty Shield Funds; 2) The Florid Department Of Community Affairs, Division Of Emergency Management For Community Emergency Response Team (Cert) Training; 3) Florida Department Of Law Enforcement, Byrne Grant Funds For E-Ticketing Initiative; 4)Office Of The Governor, Drug-Free Communities Program For Drug Eradication Programs; 5) Miami-Dade County Office Of ADA Coordination For Eligible City ADA Projects.

It Is Recommended That The Mayor and Members Of The City Commission Authorize The City Manager or His Designee To Apply For the Aforementioned Grant Funds.

Advisory Board Recommendation:

Not Applicable

Financial Information:

Source of Matching Funds:	Grant #	Grant Name/ Project	Match Funds Needed / Source	Approved
	1	Operation Liberty Shield	No Match Required	N/A
	2	CERT Training Program	No Match Required	N/A
	3	BYRNE Grant	$8, 213 Law Enforcement Trust Fund	
	4	Drug-Free Communities Program	No Match Required	N/A
	5	ADA Programs Grant	$61,254.08 General Obligation Bond Funds	
Finance Dept.	Total			

City Clerk's Office Legislative Tracking:

Alexander Diaz, Development Coordinator; Office of Grants Management

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	MB	

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AGENDA ITEM R7I

DATE

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT GRANT APPLICATIONS FOR THE FOLLOWING FUNDS: 1) THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS, FOR OPERATIONS LIBERTY SHIELD FUNDS; 2) THE FLORID DEPARTMENT OF COMMUNITY AFFAIRS, DIVISION OF EMERGENCY MANAGEMENT FOR COMMUNITY EMERGENCY RESPONSE TEAM (CERT) TRAINING; 3) FLORIDA DEPARTMENT OF LAW ENFORCEMENT, BYRNE GRANT FUNDS FOR E-TICKETING INITIATIVE; 4)OFFICE OF THE GOVERNOR, DRUG-FREE COMMUNITIES PROGRAM FOR DRUG ERADICATION PROGRAMS; 5) MIAMI-DADE COUNTY OFFICE OF ADA COORDINATION FOR ELIGIBLE CITY ADA PROJECTS; WHILE LEVERAGING PREVIOUSLY APPROPRIATED GRANT FUNDS AS NEEDED; FURTHER APPROPRIATING THE GRANTS IF APPROVED AND ACCEPTED BY THE CITY AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THESE APPLICATIONS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

1.) Retroactive approval to apply for grant funds administered by the Florida Department of Community Affairs made available through the United States Department of Justice Operation Liberty Shield Reimbursement grant fund program in the amount of $50,679.96

The State of Florida Department of Community Affairs serves as the grant administrator for funds made available through the United States Department of Justice, Operation Liberty Shield Reimbursement program. This program reimburses local law enforcement agencies for overtime costs associated with the heighten security measures implemented during the March 17, 2003 through April 16, 2003 and the May 20, 2003 through May 30, 2003 federal code orange alerts. Law enforcement agencies who met minimum requirements were eligible for some reimbursement costs; as such, the City of Miami Beach submitted a request for funds in the amount of $50,679.96 for

eligible expenses incurred during the federal orange alerts.

2.) Retroactive approval to apply to the Florida Department of Community Affairs, Division of Emergency Management for grant funds in the amount of $9,633.75 made available through the 2003-2004 Community Emergency Response Team Program

The Community Emergency Response Team (CERT) program provides a structured opportunity for citizens to augment local emergency response activities. Program funds will be used to train people to be prepared for emergency situations that may arise in their communities. CERT members give critical support to first responders in emergency situations. The funds would be used to off-set City costs associated with providing CERT training that is currently coordinated by the Neighborhood Service Department. No match is required.

3.) Retroactive approval to submit a grant application in the amount of $32,852 to the Florida Department of Law Enforcement, BYRNE Grant program, FY 2003-2004 grant funds, leveraging $8,213 of Police Departmental Law Enforcement Trust Funds

The program purpose is to promote the States' efforts to prevent and control crime, violence and drug abuse and to improve criminal justice systems. Units of local government must use the Byrne Program funds to implement projects that offer a high probability of improving the functioning of the criminal justice system, aggressively and effectively responding to violent crime, or reducing drug trafficking and abuse.

The City's request for funds will be used for the development, infrastructure, and hardware and software procurement to support an electronic uniform citation system. The City of Miami Beach is in the process of implementing an E-Ticketing initiative. This initiative will reduce the amount of time that a police officer takes to issue a citation, thus, allowing for more neighborhood services such as patrol, quality of life initiatives, and resource networking and coordination.

4.) Approval to submit a grant application in the amount of $44,837, to the Governors Office, for grant funds appropriated in FY 2003-2004 Florida's Drug-Free Communities program; this program does not require matching funds.

The Florida Drug Free Communities program was created to provide funding for Drug Prevention Programs. The Drug-Free Communities program strives for the use of best practices that have been proven effective.

In requesting these funds, that City is seeking a renewal of our 2002-2003 Drug-Free Communities program. Our program, which focuses on reducing under-age drinking, has proven to be successful. In renewing the program, the City plans to extend our enforcement / prevention efforts to the North Beach communities.

5.) Approval to submit a grant application in the amount of $61,254.08, to Miami

Dade County for Parking Fines Monies to provide funds to improve accessibility and equal opportunity to qualified physically disabled persons and to provide funds for eligible City ADA projects.

The City of Miami Beach entered into an Interlocal Agreement with Miami-Dade County on April 18, 2001 for the distribution of funds collected for the misuse of specially marked parking spaces for people with disabilities. The agreement is based on Section 316.1967, Florida Statues, and Section 30-447 of the Code of Miami-Dade County, which authorizes the charging of fines for misuse of specially marked parking spaces for people with disabilities. Eligible City projects, if mandated by federal, state, or local law must be matched in at least an equal amount by other funding. Other City projects or programs may be funded up to 100% by disabled permit parking fine monies.

The City proposes to use the grant funds for Citywide curb ramps, sign language interpretive services, staff TTY orientation and mobility training, advertisements for the County's emergency evacuation program for people with disabilities and City of Miami Beach ADA grievance policy advertisements as well other relevant ADA-related advertisements.

The grant will be matched with City and GO Bond Funds, as necessary. Funds are eligible to be used to provide funds to improve accessibility and equal opportunity to qualified physically disabled persons and to provide funds to conduct public awareness programs concerning physically disabled persons. The grant was discussed at the Barrier Free Environment Committee on June 23 and July 28, 2003.

JMG/MDB/AD

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RESOLUTION TO BE SUBMITTED

R9
NEW BUSINESS AND COMMISSION REQUESTS

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH FLORIDA 33139

OFFICE OF THE CITY CLERK

CITY HALL
1700 CONVENTION CENTER DRIVE
TELEPHONE: 673-7411

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **BOARD AND COMMITTEES**

BACKGROUND:

Attached are the applicants that have filed with the City Clerk's Office for Board and Committee appointments.

ADMINISTRATION RECOMMENDATION:

That appointments be made as indicated.

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Art In Public Places	7	City Commission	2	Page 1
Beautification Committee	8	Commissioner Luis R. Garcia, Jr.	1	Page 5
Committee for Quality Education in MB	18	Commissioner Matti H. Bower	1	Page 8

AGENDA ITEM R9A
DATE 9-10-03

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Committee on the Homeless	9	Commissioner Simon Cruz	1	Page 9
Community Development Advisory Committee	14	Commissioner Luis R. Garcia, Jr. Mayor David Dermer	1 1	Page 10
Community Relations Board	17	Jorge M. Gonzalez, City Manager	1	Page 11
Convention Center Capital Projects Oversight Com.	7	Mayor David Dermer	1	Page 14
Debarment Committee	7	Commissioner Saul Gross	1	Page 15
Design Review Board	7	City Commission	1	Page 16

AGENDA _____
DATE _____

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Fine Arts Board	14	Commissioner Matti H. Bower	1	
		Mayor David Dermer	1	Page 17
Florida Sister Cities Program	22	Mayor David Dermer	3	
		Mayor David Dermer	1	Page 18
Health Advisory Committee	11	City Commission	2	Page 20
Health Facilities Authority Board	6	City Commission	2	Page 21
Hispanic Affairs Committee	7	Commissioner Simon Cruz	1	Page 22
Housing Authority	5	Mayor David Dermer	1	Page 24

AGENDA _____
DATE _____

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Loan Review Committee	7	Commissioner Richard L. Steinberg	1	Page 25
Marine Authority	7	Commissioner Simon Cruz	1	Page 26
Miami Beach Commission on Status of Women	21	Commissioner Jose Smith Commissioner Richard L. Steinberg	1 2	Page 27
Personnel Board	10	City Commission	4	Page 33
Public Safety Advisory Committee	7	Commissioner Matti H. Bower Mayor David Dermer	1 1	Page 38
Safety Committee	14	Commissioner Matti H. Bower	1	Page 39

AGENDA _____
DATE _____

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE

Attached is breakdown by Commissioner or City

JMG:REP/lg

City Commission Committees

Committee	Position	First Name	Appointed by	Appointed
Community Affairs Committee				
	Member	Commissioner Saul Gross	Mayor Dermer	11/28/01
	Vice-Chair	Commissioner Luis R. Garcia, Jr.	Mayor Dermer	11/28/01
	Chairperson	Commissioner Simon Cruz	Mayor Dermer	11/28/01
Finance & Citywide Projects Committee				
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	11/28/01
	Vice-Chair	Commissioner Richard Steinberg	Mayor Dermer	11/28/01
	Chairperson	Commissioner Jose Smith	Mayor Dermer	11/28/01
Land Use & Development Committee				
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	11/28/01
	Vice-Chair	Commissioner Saul Gross	Mayor Dermer	11/28/01
	Chairperson	Commissioner Luis R. Garcia	Mayor Dermer	11/28/01
Neighborhoods Committee				
	Chairperson	Commissioner Matti Herrera Bower	Mayor Dermer	11/28/01
	Vice-Chair	Commissioner Simon Cruz	Mayor Dermer	11/28/01
	Member	Commissioner Richard Steinberg	Mayor Dermer	11/28/01

Non-City Commission Committees

Commissioner Bower:
- Performing Arts Center Trust
- Tourist Development Council
- Dade Cultural Alliance
- Miami Beach Transportation Management Association (TMA)

Commissioner Garcia:
- Greater Miami Convention and Visitors Bureau
- Unclassified Employees and Elected Officials Retirement System

Commissioner Smith:
- Metropolitan Planning Organization

Commissioner Steinberg:
- Miami-Dade League of Cities
- Miami-Dade County Homeless Trust Board- Appointed by Miami-Dade League of Cities

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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 R9B 1+2
DATE 9-10-3

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution Authorizing The Administration To Videotape And Air On Channel 20 The Mayoral And Commission Candidate Presentations For The November 4, 2003 General Election.

Issue:

Shall The Administration be Authorized To Videotape And Air On Channel 20 The Mayoral And Commission Candidate Presentations For The November 4, 2003 General Election

Item Summary/Recommendation:

The Administration Requests the City Commission Consider The Resolution And Candidate Presentation Guidelines And Request City Commission Guidance.

Advisory Board Recommendation:

The 2001 City Commission Community Affairs Committee.

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Robert Parcher

Sign-Offs:

Department Director	Assistant City Manager	City Manager
LZP		Jorge

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AGENDA ITEM R9C
DATE 9-10-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO VIDEOTAPE AND AIR ON CHANNEL 20 THE MAYORAL AND COMMISSION CANDIDATE PRESENTATIONS FOR THE NOVEMBER 4, 2003 GENERAL ELECTION.**

ADMINISTRATION RECOMMENDATION:

Consider the Resolution and Candidate Presentation Guidelines and request City Commission guidance.

BACKGROUND:

During the 2001 General Election, the City Commission authorized the Administration to videotape and replay on Government Channel 20 a candidate forum sponsored by a local organization.

The 2001 City Commission also referred to the Community Affairs Committee the issue of selecting two additional forums to be taped and aired.

On September 25, 2001, the Community Affairs Committee attended by the Committee Chair Commissioner Matti Herrera Bower, and committee members Commissioners Simon Cruz, Luis R. Garcia, Jr., and Jose Smith, discussed the issues concerning candidate forums. The Committee was not comfortable in selecting two additional political forums to air. It was felt that selecting only two would be unfair because other organizations may be left out. After much discussion, the Committee recommended arranging a candidate presentation where each candidate is given up to five minutes of airtime on Government Channel 20 to present themselves and their platform. The City Commission approved the recommendation of the Community Affairs Committee.

The candidate presentations were coordinated by the City Clerk's Office using the attached Candidate Presentation Guidelines and held in the City Commission Chamber.

If the City Commission authorizes the Administration to proceed, the following Candidate Presentation Guidelines will be followed:

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AGENDA ITEM _____

DATE _____

2003 City of Miami Beach Candidate Presentation Guidelines

1. To offer the Miami Beach viewers an organized presentation, the Candidate Presentation will be taped live and replayed on Channel 20. **Important: The tape will not be edited for any reason.** Once the taping of a candidate begins, the camera will not be turned off until the candidate indicates he or she is finished, or the five (5) minute time limit has been reached. The tape will be replayed multiple times (dates to be scheduled and advertised).

2. In order to have an organized presentation of candidates and issues, it is important that a strict timetable be developed and adhered too. Each candidate will be given a scheduled time slot. See attachment "A". It is the sole responsibility of the candidate to make sure he or she is available when it's their time to speak. Any candidate who misses their assigned time slot unfortunately will forfeit their opportunity to present. The Administration will be given a time slot at the end of the Candidate Presentations to present the any Voters Guide information pertaining to Special Election question(s) along with explanations in both English and Spanish, if needed.

3. The schedule air times will be published in the news media (Miami Herald Neighbors, Sunpost, and in the Spanish language newspapers depending on publishing dates, and on Channel 20.)

4. Candidates must check in at least 10 minutes before their assigned time slot. This will ensure an orderly transition from candidate to candidate.

5. The time slots will be assigned in the order of the ballot: Mayor and the three commission groups (group IV, V, and VI) and alphabetically by candidates within each of the groups. Again, it is the sole responsibility of the candidate to be available at their designated time.

6. Before the candidates begin speaking, the moderator (to be determined) will give an introduction stating the purpose and explaining the format of the Candidate Presentation.

7. Each candidate will be allocated **up to** five (5) minutes of on airtime on Channel 20. In order to maintain equitable time for each candidate who elects to participate in the Candidate Presentation, when the candidates five (5) minutes are up, the candidate will be cut off, even if in mid-sentence.

8. The moderator will introduce each candidate. The introduction will be limited to the Mayor or Group Number and the name of the candidate. (Mayoral candidate X or Commission Group Y, candidate Z.. The candidate will be introduced by the name that will appear on the ballot).

9. At the conclusion of the Candidate Presentation, the Administration will provide the viewers with an overview of any Special Election ballot questions (Voters Guide), if needed.

10. Only the candidate can speak on their behalf, not a representative.

11. No pre-recorded tapes will be used.

12. No background music, special backgrounds or special effects will be allowed.

The Administration recommends that the City Commission consider the resolution and Presentation Guidelines and request City Commission guidance.

Attachment "A"

Candidate Presentation Schedule

	Time Interval between candidates - 10 minutes	Candidate Arrival Interval - 10 minutes
	0:10	0:10

Administration's Opening statement: 9:00 AM

	Mayoral Candidates:	Arrival Time	Expected Air time
1		9:05 AM	9:15 AM
2		9:15 AM	9:25 AM
3		9:25 AM	9:35 AM
4		9:35 AM	9:45 AM
	Group IV		
5		9:45 AM	9:55 AM
6		9:55 AM	10:05 AM
7		10:05 AM	10:15 AM
	Group V		
8		10:15 AM	10:25 AM
9		10:25 AM	10:35 AM
10		10:35 AM	10:45 AM
11		10:45 AM	10:55 AM
12		10:55 AM	11:05 AM
	Group VI		
13		11:05 AM	11:15 AM
14		11:15 AM	11:25 AM
15		11:25 AM	11:35 AM
16		11:35 AM	11:45 AM
17		11:45 AM	11:55 AM
18		11:55 AM	12:05 PM
19		12:05 PM	12:15 PM

Administration - voter's guide, if necessary.

* After the qualifying period ends, time slots will be filled by each Group, alphabetically by the candidates last name

candidatetime1.xls

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO VIDEOTAPE AND AIR ON CHANNEL 20 THE MAYORAL AND COMMISSION CANDIDATE PRESENTATIONS FOR THE NOVEMBER 4, 2003 GENERAL ELECTION

WHEREAS, on September 20, 2001, the City Commission authorized the Administration to videotape and air on channel 20 a political forum of City of Miami Beach Mayoral Candidates for the November 6, 2001 election sponsored by the Miami Gay & Lesbian Film Festival;

WHEREAS, in City of Miami Beach Resolution No. 2001-24626, the City Commission adopted the recommendation of the City of Miami Beach Community Affairs Committee to arrange a presentation whereby each candidate for City of Miami Beach elected office will be given up to five minutes of airtime on channel 20 in order to allow each candidate to present him/herself and his/her platform, with the presentation to be publicly advertised and held in the Commission Chambers, and subject to the following presentation guidelines:

1. To offer the Miami Beach viewers an organized presentation, the Candidate Presentation will be taped live and replayed on Channel 20. **Important: <u>The tape will not be edited for any reason</u>.** Once the taping of a candidate begins, the camera will not be turned off until the candidate indicates he or she is finished, or the five (5) minute time limit has been reached. The tape will be replayed multiple times (dates to be scheduled and advertised).

2. In order to have an organized presentation of candidates and issues, it is important that a strict timetable be developed and adhered too. Each candidate will be given a scheduled time slot. See attachment "A". It is the sole responsibility of the candidate to make sure he or she is available when it's their time to speak. <u>Any candidate who misses their assigned time slot unfortunately will forfeit their opportunity to present.</u>

3. The scheduled air times will be published in the news media (Miami Herald Neighbors, Sunpost, and in the Spanish language newspapers depending on publishing dates) and on Channel 20.

4. Candidates must check in at least 10 minutes before their assigned time slot. This will ensure an orderly transition from candidate to candidate.

5. The time slots will be assigned in the order of the ballot: Mayor and the three commission groups (group IV, V, and VI) and alphabetically by candidates within each of the groups. Again, it is the sole responsibility of the candidate to be available at their designated time.

6. Before the candidates begin speaking, the moderator (to be determined) will give an introduction stating the purpose and explaining the format of the Candidate Presentation.

7. Each candidate will be allocated **up to** five (5) minutes of airtime on Channel 20. In order to maintain equitable time for each candidate who elects to participate in the Candidate Presentation, when the candidate's five (5) minutes have concluded, the candidate will be cut off, even if in mid-sentence.

8. The moderator will introduce each candidate. The introduction will be limited to the Mayor or Group Number and the name of the candidate. (Mayoral candidate X or Commission Group Y, candidate Z. The candidate will be introduced by the name that will appear on the ballot).

9. At the conclusion of the Candidate Presentation, the Administration will provide the viewers with an overview of Special Election ballot questions, if needed.

10. Only the candidate can speak on their behalf, not a representative.

11. No pre-recorded tapes will be used.

12. No background music, special backgrounds or special effects will be allowed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,THAT IT HEREBY AUTHORIZES, SUBJECT TO CONDITIONS STATED SPECIFICALLY ABOVE THE ADMINISTRATION TO VIDEOTAPE AND AIR ON CHANNEL 20 THE MAYORAL AND COMMISSION CANDIDATE PRESENTATIONS FOR THE NOVEMBER 4, 2003 GENERAL ELECTION

PASSED AND ADOPTED THIS ____ day of _____, 2003.

Attest:

_____
City Clerk

_____
Mayor David Dermer

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

9-5-03
Date

MDCLC

MIAMI-DADE COUNTY LEAGUE OF CITIES, INC.
7480 Fairway Dr., Ste. 206, Miami Lakes, FL 33014
TELEPHONE: 305.557.1722 FAX: 305.821.5228

OFFICERS

President
HON. JULIO ROBAINA
Council President, Hialeah
First Vice President
HON. MARY SCOTT RUSSELL
Vice Mayor, South Miami
Second Vice President
HON. JAY R. CHERNOFF
Councilman, North Miami Beach
Third Vice President
HON. DAISY BLACK
Councilwoman, El Portal
Secretary
HON. ISAAC SALVER
Vice Mayor, Bay Harbor Islands
Treasurer
HON. LESLIE BOWE
Councilman, Pinecrest

BOARD OF DIRECTORS
HON. JEFFREY M. PERLOW
Mayor, Aventura
HON. SY ROTH
Vice Mayor, Bal Harbour
HON. PETER LYNCH
Councilman, Bay Harbor Islands
HON. RICHARD EDERR
Mayor, Biscayne Park
HON. DON SLESNICK, III
Mayor, Coral Gables
TBD
Tbd, Doral
HON. AUDREY EDMONSON
Mayor, El Portal
HON. JUANITA SMITH
Commissioner, Florida City
HON. AL PARUAS
Councilman, Golden Beach
HON. EDUARDO GONZALEZ
Councilman, Hialeah
HON. YIOSET DE LA CRUZ
Mayor, Hialeah Gardens
HON. STEVEN D. LOSNER
Vice Mayor, Homestead
HON. ANNE McDOUGAL
Mayor, Indian Creek
HON. JAMES L. PETERS
Commissioner, Key Biscayne
HON. JACK MORROW
Mayor, Medley
HON. MANUEL A. DIAZ
Mayor, Miami
HON. JIMMY L. MORALES
Commissioner, Miami-Dade County
HON. BETSY KAPLAN
Board Member
Miami-Dade County School Board
HON. RICHARD STEINBERG
Commissioner, Miami Beach
HON. SHIRLEY GIBSON
Mayor, Miami Gardens
HON. WAYNE SLATON
Mayor, Miami Lakes
HON. JIM McCOY
Mayor, Miami Shores
HON. BILLY BAIN
Mayor, Miami Springs
HON. ALAN DORNE
Mayor, North Bay Village
HON. MICHAEL BLYNN
Councilman, North Miami
HON. RAYMOND F. MARIN
Councilman, North Miami Beach
HON. MYRA TAYLOR
Mayor, Opa-Locka
HON. EUGENE FLINN
Mayor, Palmetto Bay
HON. LILA KAUFFMAN
Vice Mayor, Sunny Isles Beach
HON. MELBA MANERO
Commissioner, Surfside
HON. MANUEL MAROÑO
Mayor, Sweetwater
HON. JULIO A. FOJON
Councilman, Virginia Gardens
HON. VELIA YEDRA CHRUSZCZ
Mayor, West Miami

PAST PRESIDENTS
HON. RAUL L. MARTINEZ
Mayor, Hialeah
HON. JEFFREY A. MISHCON
Mayor, North Miami Beach
HON. R. S. SHIVER
Vice Mayor, Florida City
HON. DANIEL S. TANTLEFF
Mayor, Bal Harbour

EXECUTIVE DIRECTOR
RUSS MARCHNER
GENERAL COUNSEL
HOWARD B. LENARD

TO: Municipalities and Miami-Dade County

From: Russ Marchner, Executive Director
Miami-Dade County League of Cities, Inc.
305.557.1722

RE: Resolution to promote Miami as the Natural Location for the Secretariat of the Free Trade Area of the Americas (**FTAA**)

Date: August 27, 2003

Please consider a resolution on behalf of the above subject because of its importance in supporting the Free Trade Area of the Americas (**FTAA**). (Sample Resolution Enclosed)

This League and the Florida League of Cities have recently adopted similar Resolutions.

Please send your adopted Resolution to our office located at 7480 Fairway Drive, Suite 206, Miami Lakes, FL 33014.

Thank you!

RECEIVED
03 AUG 29 PM 12:51
CITY CLERK'S OFFICE

Agenda Item R9D
Date 9-10-03

2003-___

A RESOLUTION OF _____
SUPPORTING THE FLORIDA FTAA'S EFFORTS TOPROMOTE
MIAMI AS THE NATURAL LOCATION FOR THE PERMANENT
SECRETARIAT OF THE FREE TRADE AREA OF THE AMERICAS.

WHEREAS, the recent history of a comprehensive Western Hemispheric free trade zone began with the Enterprise Initiative for the Americas proposed by President George Bush in 1990, and at the first Summit of Americas, held in Miami during December of 1994, a 2005 target date was approved for the establishment of the Free Trade Area of the Americas (FTAA); and

WHEREAS, successful negotiation and ratification of such a free trade area would mean significant reduction of trade barriers and lend impetus to the future dynamics in hemispheric commerce that would be of great benefit to Florida's economy; and

WHEREAS, during the VII American Business Forum in Quito Ecuador, Florida FTAA delegates explained Miami's business, infrastructure and cultural advantages to Latin American and Caribbean government representatives; and

WHEREAS, for the first time, a conceptual design of the building that would house the FTAA Permanent Secretariat has been designed and presented; and

WHEREAS, Miami is the business capital of the Americas; and

WHEREAS, South Florida is home to 2100 multicultural companies, 25 Foreign Trade Offices, and 40 bi-national chambers of commerce; and

WHEREAS, over half of U.S. international trade with Latin America and the Caribbean flows through Miami; and

WHEREAS, 40 shipping lines through Miami connect 360 ports in 130 countries around the world, and Miami International Airport is the top U.S. airport for international travelers to and from Latin America; and

WHEREAS, the Florida FTAA is a non-profit corporation, which supports hemispheric free trade and efforts to bring the permanent Secretariat of the FTAA to Miami, supported by Governor Jeb Bush, top state leaders in business and government, Enterprise Florida, Inc., individual companies and associations statewide;

NOW, THEREFORE, BE IT RESOLVED BY _____;

Section 1. _____ fully supports the location of the FTAA Permanent Secretariat in Florida due to many benefits it will bring in increased trade, business and economic development to all points in the state;

Section 2. That members of _____ are strongly encouraged to individually pass resolutions within their jurisdiction to support this effort.

Section 3. That a copy of this resolution be provided to Governor Jeb Bush, and the Chairs and Vice-Chairs of the state legislative committees over international trade, Enterprise Florida, Inc. and the Florida FTAA, Inc.

PASS AND ADOPTED by _____ in conference on this _____2003.

_____
Julio Robaina, President
Miami-Dade County League of Cities, Inc.

ATTEST: _____
Russ Marchner, Executive Director
Miami-Dade County League of Cities, Inc.

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L.H.

RECEIVED
03 AUG 26 AM 10: 02
CITY CLERK'S OFFICE

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: **JORGE GONZALEZ**
CITY MANAGER

CC: **MURRAY DUBBIN**
CITY ATTORNEY

FROM: **RICHARD STEINBERG** RLS/DM
COMMISSIONER

DATE: **August 21, 2003**

RE: **Commission Agenda Item 9/10/03--Resolution Relating to the Elections**

I would like the following resolution to be placed on the September 10th Commission Agenda for action. I will also be requesting a time certain for this item from the Mayor's Office.

My office can provide you with an electronic copy of the draft document in order to facilitate the editing of the document.

If you have any questions, please feel free to contact my Aide, Ms. Dolores Mejia, at extension 6834.

RLS/dm

Attachments: Draft resolution

Agenda Item R9E
Date 9-10-03

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RELATING TO ELECTIONS; REQUESTING THE MIAMI-DADE COUNTY MANAGER ENSURE THAT, REGARDLESS OF VOTING SYSTEMS AND TECHNOLOGIES, THERE IS PRODUCED A VOTER-VERIFIED PAPER RECORD OF EVERY BALLOT CAST, AS AN ELEMENT OF MINIMUM STANDARDS OF INTEGRITY, NOT LATER THAN THE 2004 GENERAL ELECTION PROCESS, AND SUPPORTING THE "HELP AMERICA VOTE ACT OF 2002" ("HAVA") REQUIREMENTS OF A PERMANENT PAPER RECORD WITH MANUAL AUDIT CAPACITY TO BE AVAILABLE AS AN OFFICIAL RECORD FOR ANY RECOUNT CONDUCTED, AS WELL AS PROVIDING AN OPPORTUNITY FOR VOTERS TO CORRECT ANY ERROR BEFORE A PERMANENT VOTE IS RECORDED; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Miami Beach City Commission is committed to protecting the rights of voters in Miami-Dade County, to re-establishing voter confidence in the process, and to improving upon the 2000 and 2002 elections; and

WHEREAS, the Help America Vote Act of 2002 ("HAVA") requires voting systems produce a permanent paper record with a manual audit capacity that shall be available as an official record for any recount conducted; and

WHEREAS, HAVA requires voting systems provide voters an opportunity at the time of voting to correct any error before the permanent vote is recorded; and

WHEREAS, providing a verifiable paper record and allowing voters to confirm their choices at the time of voting will help re-establish voter confidence, as well as satisfy the legal requirement that a ballot provide a clear indication of the intent of the voter; and

WHEREAS, history has shown that elections can be close, making manual recounts necessary.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA THAT IT HEREBY REQUESTS AND ENCOURAGES MIAMI-DADE COUNTY TO ENSURE THAT THERE IS PRODUCED A VOTER-VERIFIED PAPER RECORD OF EVERY BALLOT CAST AS AN ELEMENT OF MINIMUM STANDARDS OF INTEGRITY, NOT LATER THAN THE 2004 GENERAL

ELECTION PROCESS AND SUPPORTING THE "HELP AMERICA VOTE ACT OF 2002" ("HAVA") REQUIREMENTS OF A PERMANENT PAPER RECORD WITH MANUAL AUDIT CAPACITY TO BE AVAILABLE AS AN OFFICIAL RECORD FOR ANY RECOUNT CONDUCTED, AS WELL AS PROVIDING AN OPPORTUNITY FOR VOTERS TO CORRECT ANY ERROR BEFORE A PERMANENT VOTE IS RECORDED; PROVIDING AN EFFECTIVE DATE.

This resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ day of _____, 2003.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 9-3-03 Date

Requested by Commissioner Richard L. Steinberg

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R10

CITY ATTORNEY

REPORTS

OFFICE OF THE CITY ATTORNEY
CITY OF MIAMI BEACH

TO: Mayor David Dermer
Members of the City Commission
City Manager Jorge Gonzalez

FROM: Murray H. Dubbin
City Attorney

SUBJECT: **Notice of Closed Executive Session**

DATE: September 2, 2003

Pursuant to Section 286.011, Florida Statutes, a Closed Executive Session will be held during lunch recess of the City Commission meeting on September 10, 2003 in the City Manager's large conference room, Fourth Floor, City Hall, to discuss settlement on the following cases:

Felix Equities, Inc. vs City of Miami Beach, United States Fidelity & Guaranty, a Foreign corporation, and St. Paul Fire & Marine Insurance Co. Eleventh Judicial Circuit, General Jurisdiction, Case No. 03-16109 CA 22

In re: Linc.Net, Inc., et al. United States Bankruptcy Court, Southern District of Florida, Miami Division. Chapter 11, Case Nos. 02-16987-BKC-RAM through 02-17003-BKC-RAM (Jointly Administered Under Case No. 02-16987-BKC-RAM)

Atlantic Civil, Inc., a Florida corporation, vs. Miami Beach Redevelopment Agency, vs. National Fire Insurance Company or Hartford and Kimley-Horn and Associates, Inc., vs. Kimley-Horn and Insurance Company Inc., vs. Hazen and Sawyer, P.C. Eleventh Judicial Circuit, General Jurisdiction, Case No. 01-23635 CA 09

City of Miami Beach vs. United States Fidelity & Guaranty Company. Miami-Dade County Circuit Court Case No. 03-19303 CA 03

The following individuals will be in attendance: Mayor David Dermer; Members of the Commission: Matti H. Bower, Simon Cruz, Luis R. Garcia Jr., Saul Gross, Jose Smith and Richard Steinberg; City Attorney Murray H. Dubbin, City Manager Jorge Gonzalez, Assistant City Attorney Rhonda Hasan, and Special Counsel Steve Siegfried.

Agenda Item R10A
Date 9-10-03

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING $_____ FROM THE _____ FUND FOR LITIGATION RELATED EXPENSES FOR THE FOLLOWING RELATED LITIGATION: FELIX EQUITIES, INC. V. CITY OF MIAMI BEACH, UNITED STATES FIDELITY & GUARANTY AND ST. PAUL FIRE & MARINE INSURANCE CO., CITY OF MIAMI BEACH V. UNITED STATES FIDELITY & GUARANTY COMPANY AND MIAMI BEACH V. LINC. NET INC., ET AL.

WHEREAS, in 1992, the City initiated a citywide infrastructure improvement program to address rehabilitation and upgrades to the water, sewer and storm water systems; and

WHEREAS, on August 8, 1998, the City issued Invitation to Bid for the Water and Wastewater Pump Station Upgrades Project (Bid No. 99-97/98) ("Project"); and

WHEREAS, on February 3, 1999, the City awarded the construction contract for the Project to Felix Equities, Inc. ("Contractor") in the amount of $17,692,568; and

WHEREAS, on June 7, 2002, as a result of Felix Equities default, the City was required to terminate the contract; and

WHEREAS, shortly thereafter, Felix Equities and its parent corporation, Linc. Net, Inc. filed its Petition for Relief under Chapter 11 of the Bankruptcy Act; and

WHEREAS, the City is now engaged in the following related litigation against the contractor and its surety bonding company (United States Fidelity & Guaranty Company), namely:

Felix Equities, Inc. v. City of Miami Beach, United States Fidelity & Guaranty and St. Paul Fire & Marine Insurance Co., Eleventh Judicial Circuit, General Jurisdiction, Case No. 03-16109 CA 22

City of Miami Beach v. United States Fidelity & Guaranty Company, Miami-Dade County Circuit Court, Case No. 03-19303 CA 03

Miami Beach v. Linc. Net, Inc., Et Al, United States Bankruptcy Court, Southern District of Florida, Miami Division, Case Nos. 02-16987 – BKC-RAM through 02-17003-BKC-RAM (Jointly administered under Case No. 02-16987-BKC-RAM); and

WHEREAS, the nature of such litigation has required engagement of specialized outside counsel, expert witnesses and consultants and numerous other costs, the expenses of the aforesaid litigation, being unforeseen during the 2002-2003 budget adoption, have accrued and will accrue and exceed the aggregate amounts allocated for outside litigation expenses (attorneys, expert witnesses, documentation, court reporters, etc.) and in order to protect the City's interests, it is necessary to appropriate supplemental monies to pay for such litigation expenses: and

WHEREAS, funding in the amount of $_____ is needed at this time to pay for expenses related to this litigation, such as outside legal fees, expert witnesses, claims, consultants, forensic accountants and other related specialties; and

WHEREAS, the Administration recommends appropriating funding in the amount of $_____ from the _____ Fund for expenses related to representing the City in the above referred to lawsuits and any other litigation that may arise therefrom.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA.

Section 1. The Mayor and City Commission appropriate funding in the amount of $_____ from the _____ Fund for litigation related expenses for:

Felix Equities, Inc. v. City of Miami Beach, United States Fidelity & Guaranty and St. Paul Fire & Marine Insurance Co., Eleventh Judicial Circuit, General Jurisdiction, Case No. 03-16109 CA 22

City of Miami Beach v. United States Fidelity & Guaranty Company, Miami-Dade County Circuit Court, Case No. 03-19303 CA 03

City of Miami Beach v. Linc. Net, Inc., Et Al, United States Bankruptcy Court, Southern District of Florida, Miami Division, Case Nos. 02-16987 – BKC-RAM through 02-17003-BKC-RAM (Jointly administered under Case No. 02-16987-BKC-RAM) and

any other litigation which may arise therefrom.

Section 2. This Resolution shall be effective upon adoption.

APPROVED and **ADOPTED** this _____ day of _____, 2003.

ATTEST:

_____
MAYOR

_____
CITY CLERK

MHD:lm
F:\CAPI\$ALL\KRISTIN\CITY COMMISSION ITEMS\FELIX EQUITIES LITIGATION APPROPRIATION RESO.DOC

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

_____ _____
City Attorney Date

OFFICE OF THE CITY ATTORNEY
CITY OF MIAMI BEACH

TO: Mayor David Dermer
Members of the City Commission
City Manager Jorge Gonzalez

FROM: Murray H. Dubbin
City Attorney

SUBJECT: **Notice of Closed Executive Sessions**

DATE: September 2, 2003

Pursuant to Section 286.011, Florida Statutes, Closed Executive Sessions will be held during lunch recess of the City Commission meeting on September 10, 2003 in the City Manager's large conference room, Fourth Floor, City Hall, to discuss pending litigation on the following cases:

West Side Partners, Ltd., a Florida limited partnership; East Coastline Development, Ltd., a Florida limited partnership; 404 Investments, Ltd., a Florida limited partnership; Azure Coast Development, Ltd., a Florida limited partnership; Beachwalk Development Corporation, a Florida corporation; Portofino Real Estate Fund, Ltd., a Florida limited partnership; St. Tropez Real Estate Fund, Ltd., a Florida limited partnership; and Sun & Fun, Inc., a Florida corporation, vs. City of Miami Beach, a Florida municipal corporation. Eleventh Judicial Circuit, General Jurisdiction, Case No. 98-13274 CA-30.

East Coastline Development, Ltd., a Florida limited partnership vs. City of Miami Beach, a Florida municipal corporation. Circuit Court of the Eleventh Judicial Circuit of Florida, General Jurisdiction Division, Case No. 01-26231 CA 32 (removed to US Dist. Court, So. Dist. of Fla. Case No. 01-4921 CIV-MORENO)

East Coastline Development, Ltd., a Florida limited partnership, and Catherine F. Colonnese, a registered voter in the City of Miami Beach, Florida, vs. City of Miami Beach, a Florida municipal corporation. Circuit Court of the Eleventh Judicial Circuit of Florida, General Jurisdiction Division, Case No. 01-25812 CA 30 (on Appeal in Third District Court of Appeal Case No. 3DOI-3350)

The following individuals will be in attendance: Mayor David Dermer; Members of the Commission: Matti H. Bower, Simon Cruz, Luis R. Garcia Jr., Saul Gross, Jose Smith and Richard Steinberg; City Attorney Murray H. Dubbin, City Manager Jorge Gonzalez, Chief Deputy City Attorney Donald M. Papy, Deputy City Attorney Jean Olin, First Assistant City Attorney Debora Turner, First Assistant City Attorney Gary Held, Special Counsels Richard Ovelmen and Dan Paul.

Agenda Item R10B
Date 9-10-03

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INFORMATION ITEMS

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INFORMATION ITEMS

c: Vivian Guerra

Sept. 10 Agenda

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE GONZALEZ
CITY MANAGER

CC: MAYOR & COMMISSIONERS

FROM: RICHARD STEINBERG RLS/DM
COMMISSIONER

DATE: July 31, 2003

RE: For Your Information- Miami Dade Homeless Trust Board
June 27, 2003 Meeting Minutes

Attached please find the minutes for the June 27th meeting of the Miami Dade Homeless Trust Board for your information and review.

RLS/dm

RECEIVED
03 JUL 31 AM 9:46
CITY MANAGER'S OFFICE

Agenda Item A
Date 9-10-03

ASAP Fax Transmission

7/30/03 2:56pm 7

To:	Richard Steinberg	From:	Maggie Olano, Board Support
Company:	City of Miami Beach	Company:	Miami-Dade County Homeless Trust
Phone:	305-673-7030	Phone:	(305) 375-1490/4035
Fax:	305-673-7096	Fax:	2

Comments:

RECEIVED
03 JUL 30 PM 3:45
MAYOR/COMMISSION
BY

MIAMI-DADE COUNTY HOMELESS TRUST
TRUST BOARD MEETING MINUTES
JUNE 27, 2003

The following members were in attendance:

Hilda Fernández for Mayor Alex Penelas, Chairman
Marylin Rey for Sergio Gonzalez, Esq.
Ronald L. Book, Esq.
Mark Cooper for Cleveland Bell III
Commissioner Richard Steinberg
Ben Burton for Dr. Juanita de a Cruz
Gilda Ferradaz for Charles Hood III
Bradley Simon for City Manager Joe Arriola
Bruce Netter for Marguerite Schantz
Rondy Johnson
Elizabeth Von Werne for Kametra Driver
Stephen Alvarez for Danny Alvarez
Olga Golik for Yvonne Grassie, Esq.
Robert J. Koch for Judge Jeffrey Rosinek
Carol Todini for Arthur Fournier, M.D.
Alina Perez for Judge Steven Leifman
Sharon Crippen for Bishop Thomas Wenski
Shelley Lorente
Councilwoman Daisy Black
Gonzálo DeRamón
Joseph Mathos for Merrett Stierheim

The following persons were also present:

Terrance Smith, Esq.
David Raymond
Julie Edwards
Dan Vincent
César Deville
Alicia Apfel
Howard Rubin
Lynn M. Summers
Russell Marchner
Barbara Golphin
Terrell Thomas
Dan Ricker
David Quick
Aundray Adams
Josie Diaz
Allen Hart
Mark Buchbinder
Torquill Smith
Maggie Olano

WELCOME AND INTRODUCTIONS

Ms. Hilda Fernández called the meeting to order at 10:37 a. m. and for the record stated that there was a quorum. Ms. Fernández welcomed everyone, recognized the new Board members, and self-introductions were made. Ms. Fernández proceeded to consider the meeting agenda.

APPROVAL OF MINUTES

Ms. Fernández asked if there were any questions or comments concerning the May 30, 2003 meeting minutes. Not being any, Ms. Elizabeth Von Werne made a motion to approve the minutes. Mr. Bradley Simon seconded the motion. All members present approved the May 30, 2003 meeting minutes unanimously.

RAINBOW BEGINNING MINISTRIES

David Raymond by way of introduction stated that Rainbow Ministries was a non-profit agency that provided transitional housing with supportive services for 12 homeless individuals located at 3270 N.W. 47 St. in Miami. Further, David explained the funding sources utilized for the acquisition, rehabilitation, and supportive services are from CDBG, OCED, and Home Loan funds, as well as a 1996 SHP grant. David described the fiscal and administrative difficulties that this agency has had in prior years and explained the recent events that led the Homeless Trust staff to move forward with the termination of this contract under the "Termination at Will" provision in the contract. During a site-monitoring visit on June 9, 2003, the agency failed to produce various fiscal and programmatic documentation and serious

irregularities were found. A letter was addressed to Pastor Alan Keyes, Case/Office Manager instructing staff to produce fiscal and client records. The documentation delivered was minimal. This matter was immediately discussed with Barbara Jordan, Assistant County Manager, Cynthia-Johnson-Stacks, Assistant County Attorney, Hilda Fernández, Mayoral Senior Advisor and previous Trust Executive Director, Bryan Finnie of OCED, Mark Buchbinder of the U.S. HUD Office, and Mr. Ron Book, Finance Committee Chair; all parties agreed that this contract should be terminated without further delay. David reviewed the letter in the meeting package notifying the agency that the County is exercising the "Termination at Will" provision in the contract to terminate the contract within 72 hours. David informed the members that the agency does have a twenty (20) day curative period under the OCED and Home Loan contracts; however, it only has five (5) days under the SHP agreement.

There was some discussion regarding the initial award for this provider, amount of the contract, monies expended for acquisition, and the extent of the financial impact to the Trust. David explained the steps that are presently being taken to properly assess the situation and provided an estimate of the agency's accounting. Terrell Thomas is in the process of preparing a detailed report in order to verify and substantiate disbursement and expenditures; from which funding category those expenditures fall under, and other information that will be factored in to the extent of each parties' contractual liability

David stated that the legal avenues that may be pursued have been discussed at length with the County Attorney and OCED to make the County "whole" with respect to the $27,489.00 in SHP funds. Among the actions being considered are: Judgment Lien, recuperation of SHP funds, and transfer of property back to the County without foreclosure action. Ms. Johnson-Stacks informed staff and the Executive Committee, that a Mortgage Foreclosure may be filed and it will be based on non-compliance of audit reports; that the Trust is in first position. However, before a final determination on the course of action that will be in the best interest of the Trust and the County, there are still several factors that need to be investigated concerning contractual performance matters that need to be verified and substantiated; questionable purchases; legitimate operational expenses, and whether appropriate services were rendered.

There was concern expressed by the several members regarding the care of the clients participating in the program, that there is moral responsibility to the clients that were place in the program through our outreach. David stated that all necessary arrangements are being made to transfer the clients to appropriate facility/ties that wish to move. There was an agreement among members that all necessary steps be taken to protect the legal and financial interests of the Trust; however, that all possible arrangements should be made in assisting these clients to transfer to a new program.

David stated that the Trust staff is considering a proposal to change the "Termination at Will" language in the provider contracts to "Termination for Convenience" language. Also, staff is seeking to withhold payments that may be owed to the agency and apply these monies to the amount owed to the Trust in order to offset any possible recoupments/repayments to HUD. Consequently staff is seeking that the Trust Board ratify the Executive Committee's and staff's administrative decision to terminate the Rainbow Ministries contract. David stated that after discussing this issue with Ms. Johnson-Stacks, staff is acting in its administrative capacity and therefore this issue does not require action by the Board. It was however, ratified by the Executive Committee to further strengthen the Trust's position in this troublesome situation; however, if the Board desires it can also ratify this issue to. Mr. Ron Book made a motion to ratify the Executive Committee's and Homeless Trust Staff's decision as additional confirmation to terminate this contract and in addition directed staff take all necessary actions that are in the best interest of the Trust including exploring all legal actions that will assist in the recuperation of financial losses to the Trust and the County and to report this matter to the Inspector General, as well as any other legal proceedings. Mr. Book aslso directed staff to prepare a briefing memo to the Board within

ten (10) days to advise them of the status of all proceedings related to this project. Mr. Mark Cooper seconded the motion. All members present approve the motion set forth unanimously.

2002 SHP EMPLOYMENT PROGRAM RFA RECOMMENDATIONS

(Mr. Rondy Johnson recused himself). David stated that as members may recall the Trust recently approved the issuance of a Request for Applications to seek a change in project sponsor for the U.S. HUD 2002 Supportive Housing Program employment project currently operated by Lutheran Services Florida (LSF) that was unable to meet the match requirement for this project. David briefly explained the standard criteria and scoring methodology for an agency to qualify and reviewed the memo to the County Manager detailing the recommendations of the Selection Committee. Staff is seeking that the Board ratify the Executive Committee approval of staff's recommendation to accept the Selection Committee's recommendation for Jewish Community Services to receive the full award of $364,854 and enter into a one (1) year contract beginning August 1, 2003 with the following stipulations:

- Increase the number of the persons served from 300 to 400 and persons placed from 150 to 200;
- Agency will complete budget exhibit forms required for the technical submission due to U.S. HUD;
- Provide site control documentation for the leased space

Mr. Ron Book made a motion ratifying the Executive Committee's approval of staff's recommendation to accept the Selection Committee's recommendations and award Jewish Community services the U.S. HUD 2003 SHP Grant for the employment program. Mark Cooper seconded the motion. All members present approved the ratification of the Executive Committees action unanimously.
(Mr. Rondy Johnson re-joined the meeting).

2003 SUPER NOFA SELECTION COMMITTEE RECOMMENDATIONS APPROVAL/RATIFICATION

Ms. Hilda Fernández explained that there would be a conflict of interest in the approval of this item and therefore recusals would have to be made accordingly. Ms. Fernández asked that all members review the item in order to appropriately bifurcate the motion. David Raymond added that at the Executive Committee meeting all items were approved with the exception of Riverside Ministries, due to a lack of a quorum on this particular item at the Executive Committee. David then proceeded by stating that the Miami-Dade Homeless Trust recently approved the issuance of a Request for Applications (RFA) pursuant to U.S. HUD's 2003 Super Notice of Funding Availability (SuperNOFA). Approximately $1.060 billion is available for this Homeless Continuum of Care competition in Fiscal Year 2003 through this federal funding source. Funds may utilized for a range of Supportive Housing Programs, Shelter Plus Care, and Section 8 SRO Moderate Rehabilitation programs. David briefly explained the process involved in the submission of this application and how the application read this year. David reviewed the memo to the County Manager detailing the amount of funding being requested in this consolidated application, totaling $18,555,095.00. Further, that there were 60 proposals received with priorities totaling $20,305,177.00 and that 57 were selected and ranked for inclusion in the County's consolidated application. Further, that all renewal projects were recommended for one (1) year funding terms and that the HUD process does not allow for an increase in individual projects. David carefully reviewed the priorities on the spreadsheet by category, the scoring methodology, ranking, and the factors and rationale utilized for the selections made. There were some brief questions and comments among members.

Ms. Fernández asked that for the ratification of the Executive Committee's approval of the Homeless Trust Staff and Selection Committee's recommendations for the 2003 SuperNOFA that members having a conflict of interest in to please raise their hands. There were a total of twelve people with a conflict. The motion for approval was bifurcated accordingly.

Ms. Fernández asked that members having an interest in Catholic Charities, City of Miami, City of Miami Beach, and Riverside Ministries please excuse themselves. *(Mr. Bruce Netter, Ms. Sharon Crippen, Mr. Bradley Simon, Commissioner Richard Steinberg, and Mr. Mark Cooper recused themselves).* Mr. Book made a motion to ratify all of the SuperNOFA recommendations approved by the Executive Committee, including the approval of Riverside Ministries except Lutheran Services Florida, Camillus House, New Hope Drop In Center, Carrfour Supportive Housing, Betterway of Miami, and Jewish Community Services. Ms. Marylin Rey seconded the motion. All members present approved the motion set forth. *(Mr. Bruce Netter, Ms. Sharon Crippen, Mr. Bradley Simon, Commissioner Richard Steinberg, and Mr. Mark Cooper re-joined the meeting and Mr. Rondy Johnson, Mr. Gonzálo DeRamón, Ms. Olga Golik, Stephen Alvarez, and Ms. Elizabeth Von Werne recused themselves).*

Mr. Book made a motion to ratify the balance of the SuperNOFA recommendations approved by the Executive Committee which are: Betterway of Miami, Jewish Community Services, Camillus House, New Hope Drop In Center, Lutheran Services Florida, and Carrfour Supportive Housing. Commissioner Steinberg seconded the motion. All members present approved the motion set forth unanimously. *(Mr. Rondy Johnson. Mr. Gonzálo DeRamón, Ms. Olga Golik, and Ms. Elizabeth Von Werne re-joined the meeting).* There was an additional discussion concerning New Project funding and in comparing the 2002 to the 2003, David clarified that it was relative.

Ms. Fernández recognized new Board member, Councilman Daisy Black of the City of El Portal representing the Dade League of Cities as well as the Director, Mr. Russell Marchner, who is here as a guest today. Also, that the upcoming meeting more than likely will be changed to accommodate the budget process.

CPHI REPORT

Mr. Dan Vincent stated they had 74.8% outplacements at the South HAC, 61.3% at the North HAC, and the life-to-date average is 57.5%. After nearly a year, negotiations have been finalized for the operation of their downtown clinic with the Public Health Trust. This project is funded through the Health Foundation of South Florida. Plans are underway for the 2nd Annual Fund Raising Gala on October 17, 2003 at the Marriott Hotel; have already sold forty-nine of fifty tables.

APPLE TREE PERSPECTIVES REPORT

Ms. Alicia Apfel briefly reviewed the report provided in the meeting package and provided some of the highlights for the members. There was some discussion concerning the Family Resource Center and the Carrfour Supportive projects. Ms. Apfel provided details concerning the present issues of non-conformance and City of Miami Requirements causing delays in the Carrfour project. Members expressed concerning delays that may jeopardize funding. Staff is working on resolutions to circumvent these delays. Ms. Apfel informed members that the City of Miami filed a motion for re-hearing related to the District Court of Appeals ruling in favor of Family Resource Center title to the Liberty City property.

ECONOMIC INDICATOR REPORT

Tax Collection Report for the Most Recent Collection Period: Mr. Cesar Deville stated that there was an 8.54% increase in tax earnings for the month of May 2003 (as compared to the same period last year). The year-to-date actual collection stands at 5.44% greater than the same period last year. Actual revenue collection to date is $5,710,596.99. Mr. Deville added that should this pattern continue, the Trust will finish the year at higher than projected revenue, which intern means that there will be a greater carry-over amount

Local, State, and National Unemployment Rates: National average has slightly increased to 6.1% for May 2003 as compared to March (6.0%). The State average has remained constant at 5.3% in April for

the fifth consecutive month. The Miami-Dade County, unemployment average has slightly increased to 7.3% for the month of April as compared to 7.1% in March.
Utilization Analysis for Homeless Help Line: The Homeless Helpline received a total of 1,704 calls for the month of April 2003. Total minutes were 3,756 with an average of 2.2 minutes per call.

David stated that in conversations with Alan Eagle of the tax collectors office, he is in the process of developing a new database, which will provide a more scientific method of keeping track of which businesses should be paying into the Food and Beverage revenue collection. There is an average of five to thirteen new accounts per month with 50% of them being new businesses and the other 50% are restaurants that Mr. Eagle and his staff are locating. The most recent report shows there are 613 restaurants paying into the tax collection.

EXECUTIVE DIRECTOR'S REPORT

HMIS CONTRACT: David Raymond announced that the Homeless Trust with the exemplary efforts of County Attorney, Cynthia Johnson-Stacks are in the last stages of negotiating an excellent contract. The SuperNOFA priorities did not have to be altered, no service dollars are at risk, and we have negotiated an additional 75 user licenses for the same price, bringing the total amount of users to 275. David provided clarification regarding performance requirements, downtime turnaround time, and warranty and penalty issues. It will be brought before the Finance Committee for final approval. Also, that after some discussion with Mr. Dan Vincent and Mr. Ray Goode of the Community Partnership for the Homeless, this issue is going to be brought to the CPHI Board for authorization for the entire initial implementation of HMIS system be paid for by them from their private donations and the annual cost thereafter. The system should be implemented by October and fully operational by December, if no major obstacles arise.
APPOINTMENT OF THE NEW COUNTY MANAGER: David stated that as members may be aware there was a new County Manager appointed recently, Mr. George Burgess. Staff looks forward to a positive and productive relationship with the new manager.
COUNTY BUDGET ISSUES: David stated that this year each department, including proprietary departments, has been instructed to submit a "Savings Plan" of 5-10% savings. After several conversations and meetings with our budget analyst and finance chair, Mr. Book, the only choice was to cut the primary care beds by 5%. David made clear to the members that this is not actually going to happen, that this was merely an exercise of the Budget and Finance Office. The Trust will be held harmless.
FUNDING: David Raymond stated that unfortunately there has been reduction in funding by the State. Funding from DCF was reduced from $35,000.00 to $19,000.00 and now through the challenge grant we will only be allowed to apply for $137,500.00.
ROAD TO INDEPENDENCE LEGISLATION: David briefly spoke about this issue, often called the Road to Homelessness Act. David stated that about 40% of the DCF Child Welfare population in Miami are children between the ages of 13 to 18 years old, which is about 2,500. David briefly explained what this legislation entails and the reality that this represents to the children and providers in this community. That the Services Development Committee has discussed this issue several times at the monthly meetings and are exchanging ideas and community resources to prevent young people that may have an emotional disorder, mental illness and/or substance abuse problem from becoming homeless on the street. The members are working on ways to assist these young people to be independent and lead productive lives once their foster care is terminated. The Services Development Committee members agree that prevention is pivotal in reducing homelessness in the community. Ms. Fernández added that this item is of great importance that needs to be included in the HMIS System for future accountability and further directed staff to ask homeless providers to track the number of young adults entering the homeless continuum from the Child Welfare System.

MEETING DATE CHANGES: David announced that due to time restraints and the budget process the Executive Committee will more than likely have to be moved from July 11th to July 25th and the Trust Board meeting from July 25th to August 1st, members will receive proper notice to confirm this change.
POINT IN TIME SURVEYS: David announced that the State Office on Homelessness has asked us to survey clients in a self-interview report, the surveys were modified with minor changes in order to collect information on the Chronic Homeless population. Due to the self-report format many people did not wish to fill out some of the more detailed personal information. The Trust used this information as a baseline of where the community is at with the chronic homeless population; what are the efforts being made for next year's HUD application and toward our ten year plan.

OTHER ITEMS

NATIONAL ALLIANCE TO END HOMELESSNESS CONFERENCE: In Washington, D.C. in the month of July, for further information contact the Homeless Trust.

MR. JOSEPH MATHOS' RETIREMENT: Hilda Fernández recognized Mr. Mathos for his dedication, loyalty and important role to this community for the past 33 years. Mr. Netter also made some comments expressing gratitude to Mr. Mathos for his service and dedication on behalf of the community especially in the area of education for homeless families and children and offered Mr. Mathos best wishes.
MIAMI COALITION FOR THE HOMELESS, INC.: Ms. Olga Golik suggested that a letter should be addressed to the Legislature to voice this community's disagreement with the Road to Independence Act. Also, that the Florida Coalition for the Homeless, a passionate advocate for the homeless issues is presently experiencing a financial depression and is in need of contributions. The address where contributions are being accepted is on the e-mail sent this past week. Ms. Fernández added that the Florida Coalition for the Homeless conference in Orlando is held in October and everyone is encouraged to attend. Anyone that wishes any further information, may contact Ms. Golik at the Miami Coalition for the Homeless, Inc.

Mr. Ben Burton also announced an RFP for advocacy and rental assistance will be available soon. Anyone that wishes additional information may contact Mr. Burton at the Miami Coalition for the Homeless, Inc.

There being no further business, the meeting adjourned at 12:18 p.m.

_____
Hilda Fernández, Acting Chairperson
for Mayor Alex Penelas

OFFICE OF THE CITY ATTORNEY

City of Miami Beach

F L O R I D A

MURRAY H. DUBBIN
City Attorney

Telephone: **(305) 673-7470**
Telecopy: **(305) 673-7002**

COMMISSION MEMORANDUM

DATE: September 10, 2003

TO: Mayor David Dermer
Members of the City Commission
City Manager Jorge M. Gonzalez

FROM: Murray H. Dubbin
City Attorney

SUBJECT: **City Attorney's Status Report**

I. LAWSUITS FILED AGAINST THE CITY OF MIAMI BEACH SINCE THE LAST REPORT

1. Icynene, Inc., vs. City of Miami Beach. State of Florida, Division of Administrative Hearings, Case No. 02-2524

   This case is an appeal under the Florida Building Code. The decision of the City's Building Official was upheld by the Miami-Dade County Board of Rules and Appeals. Under the Florida Building Code, a trial *de* novo is held by an administrative judge. The trial is currently set for October 8-10. Discovery is currently underway and continuing.

2. First National Bank of South Florida, a national banking association, vs. Philips Development Group, Inc., a Florida corporation, David Klempner Philips, et al. Eleventh Judicial Circuit, General Jurisdiction, Case No. 03-17064 CA 13

   This is a mortgage foreclosure case for real property located at 757 Washington Avenue, Miami Beach and 439 15th Street, Miami Beach. There are monies due the City for Utilities (water, sewer, storm water, waste removal) and Resort Tax. An Answer was filed on August 12, 2003.

3. Chase Manhattan Mortgage Corporation, vs. Juan Carlos Valdes, et al. Eleventh Judicial Circuit, General Jurisdiction, Case No. 03-17976 CA 23

   This is a mortgage foreclosure case for real property located at 14650 SW 126th Place, Miami. Although this property is not located on Miami Beach, an Answer was filed on August 7, 2003 in order to protect any potential interests the City of Miami Beach might have.

4. Rose Diamond vs. City of Miami Beach and United Glazing Technology, Inc. a Florida Corporation. 17th Judicial Circuit, Broward County, Case No. 03-013154 CA 14

   The City was served with this Complaint on August 23, wherein the Plaintiff alleges that she tripped and fell thereby injuring herself on February 28, 2003 due to an allegedly defective sidewalk located on 71st Street one block west of Collins Avenue. As the lawsuit was incorrectly filed by plaintiff in Broward County, a motion to transfer will be filed and once in the proper court, the 11th Judicial District, a motion to abate for violations of Florida Statutes 768.28 will also be filed.

5. Mark Gold vs. Thamyris Cordelle, individually and the City of Miami Beach a Florida Municipal Corporation. Eleventh Judicial Circuit, General Jurisdiction, Case No. 03-19056 CA 27

   The City was served with this Complaint on August 20, 2003 wherein the Plaintiff alleges that he was falsely imprisoned and deprived of his constitutional rights pursuant to the 4th and 14th Amendments and 42 USC, Section 1983. This matter will be moved by the City to Federal Court and will be vigorously defended.

6. Wells Fargo Bank Minnesota, National Association as trustee for structured asset securities corporation – Amortizing Residential Collateral Trust Mortgage Passthrough Certificates, Series 2002-BC10 vs. Glorystine McCullough, et al. Eleventh Judicial Circuit, General Jurisdiction, Case No. 03-19189 CA 04

   This is a mortgage foreclosure case for real property located at 4721 NW 15th Court, Miami. This mortgage foreclosure was served, in error, on the City of Miami Beach. The City of Miami-Dade County, Florida is the actual named defendant in this case. Caryn A. Graham,

Esquire, attorney Plaintiff, Wells Fargo Bank, stated that service has been quashed on the City of Miami Beach.

7. Sysco Food Services of South Florida, Inc. vs. City of Miami Beach a municipal corporation d/b/a Log Cabin Training Center and Alexandra Bermudez individually, jointly and severally. County Court, Case No. 03-9814 SP

Sysco Food Services brought suit against the City and Alexandra Bermudez over an unpaid invoice for products provided to the Log Cabin Food Services and a voluntary dismissal will be entered.

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez, City Manager

Subject: **PARKING STATUS REPORT**

EXECUTIVE SUMMARY

The following comments serve to preface attended parking facilities (garages and lots) performance for the month of July 2003. In July 2003, gross revenues at attended facilities (garage and lots) increased by 26.61% as compared to the prior year's period. A major contributing factor to this increase is the addition of the Anchor Garage. Had this facility not been included, gross revenues would have increased 3.81% or $21,955.59. Five garages have experienced increases in gross revenues year-to-date, including a substantial increase (76.36%) at the 42nd Street Garage. In the lone garage (13th Street Garage), there was a nominal decrease of 3.86%. The substantial increase at the 42nd Street Garage is due to increased monthly utilization (see 42nd Street Garage). It should also be noted that net revenues have declined predominantly due to increased operational cost factors. Increased service levels for attendants/cashiers and housekeeping/janitorial services have been major factors in the decline in net revenues.

During the month of July 2003, the Parking Department's attended locations earned a net profit of $480,838.99. This is an increase in net profit of $97,526.36 or 25.44% as compared to the same period in the prior year. Operating expenses have increased due to various factors, including but not limited to, increased service levels for cashiers/attendants/supervisors, facility maintenance, and security.

A) 17th Street Municipal Parking Garage: July 2003

During the month of July 2003, the 17th Street Garage had net revenues of $164,516.41. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $55,9200.00, transient parking revenues of $102,296.41, and valet rental fees of $6,300.00. Net revenues increased from $163,730.31 in 2002, to $164,516.41 in 2003; a .48% increase in net revenues.

After subtracting operating expenses of $66,937.50 the facility had a net profit for the month in the amount of $97,578.91. This represents a decrease in net profit for the facility in the amount of $6,575.68 or 6.31% when compared to the same period in the previous year. This decrease is primarily attributable to an increase in attendant/cashier labor expense of $4,569.82, and an increase in garage cleaning and maintenance expense of $2,039.08. The 17th Street Garage served a total of 38,708 parkers in the month of July.

Agenda Item C
Date 9-10-03

B) 7th Street Municipal Parking Garage: July 2003

During the month of July 2003, the 7th Street Municipal Parking Garage had net revenues of $177,151.85. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $13,050.00 and transient parking revenues of $164,101.85. When compared to the same month in the prior year (July 2002), net revenues increased from $177,018.25 in 2002, to $177,151.85 in 2003; a .08% increase in net revenues. After subtracting operating expenses of $60,420.37 and debt service of $59,500.00 the facility had a net profit for the month in the amount of $57,231.48. This is a decrease in net profit of $11,089.09 or 16.23% as compared to the same period in the previous year, 2002. This decrease is primarily attributable to an increase in landscape maintenance expense of $9,454.67 for trimming of the plant material on the south and east sides of the garage.

The 7th Street Garage served a total of 39,513 parkers in the month of July, 2003.

C) 5-A Municipal Surface Parking Lots (Washington Avenue to Pennsylvania and 17th Street): July 2003

During the month of July 2003, the 5-A Surface Lots had net revenues of $127,696.59. Net revenues are comprised of facility-specific access-card revenues of $15,900.00 and transient parking revenues of $111,796.59. When compared to the same period in the prior year (July 2002), net revenues increased from $124,409.32 in 2002, to $127,696.59 in 2003; representing a 2.64% increase in net revenues. After subtracting operating expenses of $21,760.42, the facility had a net profit for the month in the amount of $105,936.17. This is an increase in net profit of $3,179.30 or 3.09% from July 2002. This increase is primarily attributable to an increase in transient parking revenues of $3,467.27. The 5-A Municipal Surface Parking Lot served a total of 34,029 parkers in the month of July, 2003.

D) 12th Street Municipal Parking Garage: July 2003

During the month of July 2003, the 12th Street Garage had net revenues of $35,922.84. Net revenues are comprised of facility-specific monthly parking revenues of $5,220.00 and transient parking revenues of $30,702.84. When compared to the same month in the prior year (July 2002), net revenues increased from $34,655.51 in 2002, to $35,922.84 in 2003; a 3.66% increase in net revenues. After subtracting operating expenses of $17,388.17 the facility had a net profit for the month in the amount of $18,534.67. This is an increase in net profit of $1,287.94 or 7.47%. This increase is primarily attributable to an increase in transient parking revenues of $1,387.33. The 12th Street Garage served a total of 5,092 parkers in the month of July 2003.

E) 13th Street Municipal Parking Garage: July 2003

During the month of July 2003, the 13th Street Garage had net revenues of $56,021.10. Net revenues are comprised of facility-specific monthly parking permit revenues of $8,280.00 and transient parking revenues of $47,741.10. Compared to the same month in the prior year (2002), net revenues decreased from $56,421.20 in 2002, to $56,021.10 in

2003; representing a .71% decrease in net revenues. After subtracting operating expenses of $28,848.52, the facility had a net profit for the month in the amount of $27,172.58. This is a decrease in net profit of $150.48 or .55% from July 2002. This decrease is primarily attributable to a decrease in transient parking revenues of $1,420.10 that was partially offset by an increase in monthly parking permit revenues of $1,020.00. The 13th Street Garage served a total of 9,608 parkers in the month of July 2003.

F) 16th Street-Anchor Parking Garage : July 2003

July 2003 was the first full month of operation of this facility by the City of Miami Beach Parking Department. During the month of July, 2003, the 16th Street Garage had net revenues of $131,526.58. Net revenues are comprised of facility-specific monthly parking revenues of $25,400.00, transient parking revenues of $78,888.26, and valet rental fees of $27,238.32. After subtracting operating expenses of $37,835.70 the facility had a net profit for the month in the amount of $93,690.88. The 16th Street Garage served a total of 19,777 parkers in the month of July, 2003.

G) 42nd Street Municipal Parking Garage: July 2003

During the month of July, 2003, the 42nd Street Garage had net revenues of $37,371.04. Net revenues are comprised of facility-specific monthly parking revenues of $34,500.00 and transient parking revenues of $2,871.04. Compared to the same month in the prior year, 2002, net revenues increased from $20,489.65 in 2002, to $37,371.04 in 2003; representing an 82.39% increase in net revenues. This increase can be attributed to an increase in monthly parking revenues of $16,200.00. The Fontainebleau Hilton's capital improvements increased the demand for monthly parking due to displaced parking during their construction. This demand is expected to continue between 12 and 24 months. After subtracting operating expenses of $16,176.74 the facility had a net profit for the month in the amount of $21,194.30. The 42nd Street Garage served a total of 15,148 parkers in the month of July, 2003.

H) Electronic Parking Meter Revenue Comparison: July 2003

This statement compares parking meter revenue collected in July 2003, with revenue collected in July 2002. When comparing revenues for July 2003 in the amount of $898,700.55 to revenues for July 2002 in the amount of $806,794.48, the report reflects an increase of $91,906.07 or 11.39% 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 July 2003 decal and permit revenue decreased by $3,849.34 and meter rental revenue (valet, construction, and special events) increased $3,033.85. The combined total revenue produced at meters for the month of July 2003 was $897,885.06. This reflects an increase from the previous year in the amount of $91,090.58 or 11.29%.

I) Parking and Transportation Smart Card Sales: July 2003

In the month of July 2003, the Parking Department sold 2,656 Parking Meter Cards to merchants, vendors, hoteliers, and the public, for revenues in the amount of $66,575.00.

J) Hotel Hangtag Sales: July 2003

In the month of July 2003, the Parking Department sold 2,700 hotel hangtags to hoteliers in the amount of $16,200.00.

K) Multi-Space Parking Meter Pilot Program: July 2003

Schlumberger-Sema, at no cost to the City, has provided six (6) multi-space parking meters on an experimental basis for an on-street (Ocean Drive) and off-street (777-17th Street Lot) application. Both applications are configured in a "pay-and-display" mode. Upon receipt of payment, the multi-space meter issues a receipt that is displayed on the vehicles' dashboard. The multi-space meters were installed in January 2003. The following is the average dollar amount collected per meter per day of operation:

Ocean Drive
(47 spaces)

July 2002	July 2003	Increase (Decrease)	Year to Date 2001/2002	Year to Date 2002/2003	Increase (Decrease)
$8.47	$10.92	28.93%	$8.79	$11.03	25.48%

777 17th Street
(27 spaces)

July 2002	July 2003	Increase (Decrease)	Year to Date 2001/2002	Year to Date 2002/2003	Increase (Decrease)
$2.42	$2.61	7.85%	$2.42	$3.03	25.21%

Method of Payment Distribution Year to Date for All Collections

Currency	69.89%
Coin	21.60%
Credit Card	8.51%
Total	100.00%

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY

LOCATION	Revenue 2002 July	Revenue 2003 July	Revenue Increase/ (Decrease)	Revenue Percent of Increase/ (Decrease)	Expenses 2002 July	Expenses 2003 July	Expenses Increase/ (Decrease)	Expenses Percent of Increase/ (Decrease)	Profit/(Loss) 2002 July	Profit/(Loss) 2003 July	Profit/(Loss) Increase/ (Decrease)	Profit/(Loss) Percent of Increase/ (Decrease)
17 St. Garage	163,730.31	164,516.41	**786.10**	**0.48%**	59,575.72	66,937.50	**7,361.78**	**12.36%**	104,154.59	97,578.91	**(6,575.68)**	**-6.31%**
7th St. Garage	177,018.25	177,151.85	**133.60**	**0.08%**	49,197.68	60,420.37	**11,222.69**	**22.81%**	127,820.57	116,731.48	**(11,089.09)**	**-8.68%**
17th St. Lots	124,409.32	127,696.59	**3,287.27**	**2.64%**	21,652.45	21,760.42	**107.97**	**0.50%**	102,756.87	105,936.17	**3,179.30**	**3.09%**
12th St. Garage	34,655.51	35,922.84	**1,267.33**	**3.66%**	17,408.78	17,388.17	**(20.61)**	**-0.12%**	17,246.73	18,534.67	**1,287.94**	**7.47%**
13th St. Garage	56,421.20	56,021.10	**(400.10)**	**-0.71%**	29,098.14	28,848.52	**(249.62)**	**-0.86%**	27,323.06	27,172.58	**(150.48)**	**-0.55%**
42nd St. Garage	20,489.65	37,371.04	**16,881.39**	**82.39%**	16,478.84	16,176.74	**(302.10)**	**-1.83%**	4,010.81	21,194.30	**17,183.49**	**428.43%**
16th St. - Anchor	0.00	131,526.58	**131,526.58**	**#DIV/0!**	0.00	37,835.70	**37,835.70**	**#DIV/0!**	0.00	93,690.88	**93,690.88**	**#DIV/0!**
Totals	**576,724.24**	**730,206.41**	**153,482.17**	**26.61%**	**193,411.61**	**249,367.42**	**55,955.81**	**28.93%**	**383,312.63**	**480,838.99**	**97,526.36**	**25.44%**

	Revenue Per Space	Expenses Per Space	Profit/Loss Per Space	
17 St. Garage	112.68	45.85	66.83	The 17th Street Garage has 1460 spaces.
7th St. Garage	274.23	93.53	180.70	The 7th Street Garage has 646 spaces.
17th St. Lots	252.36	43.00	209.36	The 17th Street Lots have 506 spaces.
12th St. Garage	268.08	129.76	138.32	The 12th Street Garage has 134 spaces.
13th St. Garage	195.88	100.87	95.01	The 13th Street Garage has 286 spaces.
42nd St. Garage	60.28	26.09	34.18	The 42nd Street Garage has 620 spaces.
16th St. - Anchor	163.79	47.12	116.68	The 16th Street Anchor Garage has 803 spaces.

CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY - YTD

LOCATION	Revenue 2002 July YTD	Revenue 2003 July YTD	Revenue Increase/ (Decrease)	Revenue Percent of Increase/ (Decrease)	Expenses 2002 July YTD	Expenses 2003 July YTD	Expenses Increase/ (Decrease)	Expenses Percent of Increase/ (Decrease)	Profit/(Loss) 2002 July YTD	Profit/(Loss) 2003 July YTD	Profit/(Loss) Increase/ (Decrease)	Profit/(Loss) Percent of Increase/ (Decrease)
17 St. Garage	1,851,288.33	1,971,672.08	**120,383.75**	**6.50%**	597,945.67	726,811.09	**128,865.42**	**21.55%**	1,253,342.66	1,244,860.99	**(8,481.67)**	**-0.68%**
7th St. Garage	1,670,764.58	1,702,572.52	**31,807.94**	**1.90%**	437,511.80	541,674.87	**104,163.07**	**23.81%**	1,233,252.78	1,160,897.65	**(72,355.13)**	**-5.87%**
17th St. Lots	1,355,835.40	1,390,751.90	**34,916.50**	**2.58%**	221,916.87	262,242.80	**40,325.93**	**18.17%**	1,133,918.53	1,128,509.10	**(5,409.43)**	**-0.48%**
12th St. Garage	338,105.10	339,766.91	**1,661.81**	**0.49%**	145,387.16	184,314.30	**38,927.14**	**26.77%**	192,717.94	155,452.61	**(37,265.33)**	**-19.34%**
13th St. Garage	604,953.36	581,624.94	**(23,328.42)**	**-3.86%**	258,528.47	312,511.59	**53,983.12**	**20.88%**	346,424.89	269,113.35	**(77,311.54)**	**-22.32%**
42nd St. Garage	214,295.21	377,925.38	**163,630.17**	**76.36%**	135,307.88	159,727.82	**24,419.94**	**18.05%**	78,987.33	218,197.56	**139,210.23**	**176.24%**
16th St. - Anchor	0.00	184,756.89	**184,756.89**	**#DIV/0!**	0.00	65,472.58	**65,472.58**	**#DIV/0!**	0.00	119,284.31	**119,284.31**	**#DIV/0!**
Totals	**6,035,241.98**	**6,549,070.62**	**513,828.64**	**8.51%**	**1,796,597.85**	**2,252,755.05**	**456,157.20**	**25.39%**	**4,238,644.13**	**4,296,315.57**	**57,671.44**	**1.36%**

	Revenue Per Space	Expenses Per Space	Profit/Loss Per Space	
17 St. Garage	1,350.46	497.82	852.64	The 17th Street Garage has 1460 spaces.
7th St. Garage	2,635.56	838.51	1,797.06	The 7th Street Garage has 646 spaces.
17th St. Lots	2,748.52	518.27	2,230.26	The 17th Street Lots have 506 spaces.
12th St. Garage	2,535.57	1,375.48	1,160.09	The 12th Street Garage has 134 spaces.
13th St. Garage	2,033.65	1,092.70	940.96	The 13th Street Garage has 286 spaces.
42nd St. Garage	609.56	257.63	351.93	The 42nd Street Garage has 620 spaces.
16th St. - Anchor	230.08	81.53	148.55	The 16th Street Anchor Garage has 803 spaces.

CITY OF MIAMI BEACH
PARKING DEPARTMENT
17th St. Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2002 July	2003 July	Increase/ Decrease	Percent of Increase/ Decrease	Revenue/ Expense Per Space
17th St. Garage-2G						
Revenue-Ticket	480-8000-344583	97,670.31	102,296.41	4,626.10		
Revenue - Valet	480-8000-344583	6,300.00	6,300.00	0.00		
Revenue-Monthly Permits	480-8000-344514	59,760.00	55,920.00	-3,840.00		
	17th St. Garage REVENUE (Sales Tax Excluded)	163,730.31	164,516.41	**786.10**	**0.48%**	**$112.68**
Expenses						
Security Personnel		16,653.15	16,480.25	-172.90		
Attendant/Cashier Labor		31,239.96	35,809.78	4,569.82 (1)		
FP&L		5,485.43	6,473.39	987.96 (2)		
Revenue Control Equipment Maintenance		1,666.67	1,666.67	0.00		
Armed Guard Revenue Pickup		517.18	455.00	-62.18		
Elevator Maintenance		613.00	613.00	0.00		
Landscape Maintenance		108.33	108.33	0.00		
Garage Cleaning/Maintenance		3,292.00	5,331.08	2,039.08 (3)		
	17th St. Garage EXPENSES	59,575.72	66,937.50	**7,361.78**	**12.36%**	**$45.85**
	17th St. Garage PROFIT/(LOSS)	104,154.59	97,578.91	**-6,575.68**	**-6.31%**	**$66.83**
					Number of Spaces	**1460**

(1) There is an increase of 5.10% in the average rate per hour. Also, the total number of hours in 2003 is 281 higher than 2002.
(2) July 2003 estimate: average of October 2002 through February 2003 FPL actual charges.
(3) July 2003 expense based on regular monthly service charge from Best Maintenance.

Note:
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/New World Symphony.

Excel (Fdrive/Ping/$Pers/P&L/2003/July/17thgar.xls)LN

City of Miami Beach
Parking Department
17th Street Garage - 2G **July-03**

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Tuesday	829	17:00 -17:59	294	$1,817.76
2	Wednesday	830	17:00 - 17:59	264	$1,846.73
3	Thursday	1189	17:00 - 17:59	308	$2,780.37
4	Friday	1146	22:00 - 22:59	261	$3,222.43
5	Saturday	1891	22:00 - 22:59	441	$5,985.98
6	Sunday	1370	00:00 - 00:59	374	$3,955.14
7	Monday	685	17:00 - 17:59	272	$1,550.47
8	Tuesday	803	17:00 - 17:59	305	$1,586.92
9	Wednesday	799	17:00 - 17:59	310	$1,555.14
10	Thursday	1155	19:00 - 19:59	334	$2,463.55
11	Friday	1694	22:00 - 22:59	408	$4,283.18
12	Saturday	1764	21:00 - 21:59	392	$5,005.61
13	Sunday	1392	00:00 - 00:59	318	$3,422.53
14	Monday	890	17:00 - 17:59	312	$1,879.44
15	Tuesday	1395	17:00 - 17:59	390	$2,628.04
16	Wednesday	1175	14:00 - 14:59	316	$2,378.50
17	Thursday	1088	17:00 - 17:59	313	$2,277.68
18	Friday	1837	20:00 - 20:59	496	$5,980.37
19	Saturday	2431	20:00 - 20:59	666	$9,473.83
20	Sunday	1625	00:00 - 00:59	423	$4,399.00
21	Monday	742	17:00 - 17:59	284	$1,582.25
22	Tuesday	931	17:00 - 17:59	321	$2,053.27
23	Wednesday	857	17:00 - 17:59	315	$1,868.22
24	Thursday	1205	18:00 - 18:59	352	$2,826.17
25	Friday	1267	22:00 - 22:59	338	$3,231.78
26	Saturday	2099	22:00 - 22:59	569	$6,590.65
27	Sunday	1385	00:00 - 00:59	398	$3,640.19
28	Monday	694	17:00 - 17:59	296	$1,656.07
29	Tuesday	1810	08:00 - 08:59	493	$6,487.85
30	Wednesday	768	17:00 - 17:59	291	$1,700.93
31	Thursday	962	17:00 - 17:59	315	$2,166.36
	TOTAL	**38,708**			**$102,296.41**

MONTHLY PERMIT REVENUE	**$55,920.00**
VALET REVENUE	**$6,300.00**
TOTAL NET REVENUE	**$164,516.41**

Excel (Fdrive/Ping/$Pers/P&L/2003/July/17thstrevJuly2003.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
7th St. Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2002 July	2003 July	Increase/ (Decrease)		Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
7th St. Garage-1G							
Revenue-Ticket	142-8000-344404	163,218.25	164,101.85	883.60			
Revenue-Monthly Permits	142-8000-344404	13,800.00	13,050.00	-750.00			
	7th St. REVENUE (Sales Tax Excluded)	177,018.25	177,151.85	**133.60**		**0.08%**	**$274.23**
Expenses							
Security Personnel		22,057.41	21,024.44	-1,032.97	(1)		
Attendant/Cashier Labor		15,952.92	16,835.01	882.09	(2)		
Landscape Maintenance		984.00	10,438.67	9,454.67	(3)		
FP&L		2,700.17	3,067.37	367.20	(4)		
Revenue Control Equipment Maintenance		700.00	700.00	0.00			
Garage Cleaning/Maintenance		4,864.00	4,864.00	0.00			
Armed Guard Revenue Pickup		517.18	455.00	-62.18			
Elevator Maintenance		985.00	1,180.88	195.88	(5)		
Surveillance System Maintenance		437.00	1,855.00	1,418.00	(6)		
	7th St. EXPENSES	49,197.68	60,420.37	**11,222.69**		**22.81%**	**$93.53**
	7th St. Estimated Debt Service	59,500.00	59,500.00	**0.00**		**0.00%**	**$92.11**
	7th St. PROFIT/(LOSS)	68,320.57	57,231.48	**-11,089.09**		**-16.23%**	**$88.59**
						Number of Spaces	**646**

(1) The total number of hours in 2003 is 81 lower than 2002.
(2) There is an increase of 5.10% in the average rate per hour.
(3) July 2003 includes $9,520.00 for trimming of south and east side of garage.
(4) July 2003 estimate: average of October 2002 through February 2003 FPL actual charges.
(5) July 2003 includes an additional service call from Thyssen for $195.88.
(6) July 2003 includes $1,360.00 for intercom desk set replacement.

Note:
Generators for this garage are local workers, restaurants, hotels, construction, visitors to SOBE, local beach goers, restaurant patrons and nightclub patrons.

Excel (Fdrive/Ping/$Pers/P&L/2003/July/7thstga.xls)LN

City of Miami Beach
Parking Department
7th Street Garage-1G

July-03

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	Tuesday	834	14:00 - 14:59	161	$362.90	$62.13	$2,429.00
2	Wednesday	728	14:00 - 14:59	136	$362.90	$62.13	$2,301.00
3	Thursday	1454	23:00 - 23:59	264	$362.90	$62.13	$5,495.00
4	Friday	2110	18:00 - 18:59	308	$362.90	$62.13	$11,985.00
5	Saturday	2083	18:00 - 18:59	277	$362.90	$62.13	$12,833.00
6	Sunday	1931	17:00 - 17:59	295	$362.90	$62.13	$8,238.00
7	Monday	833	19:00 - 19:59	134	$362.90	$62.13	$2,630.00
8	Tuesday	808	16:00 - 16:59	133	$362.90	$62.13	$2,318.00
9	Wednesday	873	16:00 - 16:59	162	$362.90	$62.13	$2,760.00
10	Thursday	1041	15:00 - 15:59	166	$362.90	$62.13	$3,457.00
11	Friday	1600	23:00 - 23:59	234	$362.90	$62.13	$9,518.00
12	Saturday	2174	16:00 - 16:59	313	$362.90	$62.13	$12,945.00
13	Sunday	2038	18:00 -18:59	312	$362.90	$62.13	$8,982.00
14	Monday	656	00:00 -00:59	119	$362.90	$62.13	$2,014.00
15	Tuesday	757	14:00 - 14:59	131	$362.90	$62.13	$2,006.00
16	Wednesday	797	15:00 - 15:59	147	$362.90	$62.13	$2,387.00
17	Thursday	929	23:00 - 23:59	179	$362.90	$62.13	$2,990.00
18	Friday	1674	23:00 -23:59	288	$362.90	$62.13	$10,001.00
19	Saturday	2088	14:00 - 14:59	290	$362.90	$62.13	$11,971.00
20	Sunday	1846	16:00 - 16:59	317	$362.90	$62.13	$7,484.00
21	Monday	784	14:00 - 14:59	133	$362.90	$62.13	$2,191.00
22	Tuesday	777	18:00 - 18:59	154	$362.90	$62.13	$2,213.00
23	Wednesday	882	16:00 - 16:59	151	$362.90	$62.13	$2,898.00
24	Thursday	946	19:00 - 19:59	164	$362.90	$62.13	$3,180.00
25	Friday	1412	23:00 - 23:59	273	$362.90	$62.13	$8,925.00
26	Saturday	2127	16:00 - 16:59	288	$362.90	$62.13	$13,128.00
27	Sunday	2032	19:00 - 19:59	311	$362.90	$62.13	$8,270.00
28	Monday	659	15:00 - 15:59	113	$362.90	$62.13	$2,098.00
29	Tuesday	461	13:00 - 13:59	139	$362.90	$62.13	$2,245.00
30	Wednesday	1121	13:00 - 13:59	155	$362.90	$62.13	$2,433.00
31	Thursday	1058	23:00 - 23:59	156	$362.90	$62.13	$3,264.00
	TOTAL	**39,513**			**$11,250.00**	**$1,926.00**	**$175,588.98**

TOTAL GROSS REVENUE	**$11,250.00**	**$1,926.00**	**$175,588.98**
SALES TAX	**$0.00**	**$126.00**	**$11,487.13**
TOTAL NET REVENUE	**$11,250.00**	**$1,800.00**	**$164,101.85**

Monthly Budgeted Revenue Needed to Break Even - FY 02/03 (Includes Debt Service)			**$135,092.92**
Less Current Month Net Revenue			**$177,151.85**
Over/(Short)			**$42,058.93**
Monthly Space Rental			
Goldman Properties - 150	**$11,250.00**	**No tax included**	
Other - 24	**$1,926.00**	**With Tax**	

Excel (F drive/Ping/$Pers/P&L/2003/July/7thstrevJuly2003.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
5A Surface Lots East and West
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2002 July	2003 July	Increase/ (Decrease)	Percent of Increase/ (Decrease)
17th St. Parking Lots - 5A					
Revenue-Ticket	480-8000-344515	108,329.32	111,796.59	3,467.27	
Revenue-Monthly Permits	480-8000-344596	16,080.00	15,900.00	-180.00	
	17th St. Lots REVENUE (Sales Tax Excluded)	124,409.32	127,696.59	**3,287.27**	**2.64%**
Expenses					
Security Personnel		1,554.13	1,743.98	189.85	
Attendant/Cashier Labor		17,566.44	17,290.62	-275.82	
Revenue Control Equipment Maintenance		1,666.67	1,831.67	165.00 (1)	
Landscape Maintenance		502.67	502.67	0.00	
FP&L		362.54	391.48	28.94	
	17th St. Lots EXPENSES	21,652.45	21,760.42	**107.97**	**0.50%**
	17th St. Lots PROFIT/(LOSS)	102,756.87	105,936.17	**3,179.30**	**3.09%**

(1) July 2003 includes $165.00 charge from Royce for surge damage repairs.

Excel (Fdrive/Ping/$Pers/P&L/2003/July/5alots.xls)LN

City of Miami Beach
Parking Department **July-03**
5A Surface Lots East and West

Date	Day	East Total Vehicle Entries	East Daily Ticket Revenue	West Total Vehicle Entries	West Daily Ticket Revenue	Total Daily Ticket Revenue
1	Tuesday	602	$1,584.11	296	$614.54	$2,198.65
2	Wednesday	546	$1,209.35	276	$523.36	$1,732.71
3	Thursday	648	$2,660.28	296	$1,100.93	$3,761.21
4	Friday	786	$3,194.39	433	$2,202.80	$5,397.19
5	Saturday	879	$3,782.24	752	$3,236.45	$7,018.69
6	Sunday	744	$2,070.09	522	$1,017.76	$3,087.85
7	Monday	545	$1,319.63	270	$516.82	$1,836.45
8	Tuesday	516	$1,245.79	301	$637.38	$1,883.17
9	Wednesday	637	$1,467.29	277	$474.77	$1,942.06
10	Thursday	653	$2,074.77	299	$987.85	$3,062.62
11	Friday	725	$3,324.30	455	$1,995.33	$5,319.63
12	Saturday	860	$3,574.77	506	$2,530.84	$6,105.61
13	Sunday	714	$1,609.35	518	$884.11	$2,493.46
14	Monday	629	$1,745.79	335	$743.93	$2,489.72
15	Tuesday	784	$1,885.98	426	$861.68	$2,747.66
16	Wednesday	652	$1,602.80	400	$817.76	$2,420.56
17	Thursday	591	$1,846.73	303	$892.52	$2,739.25
18	Friday	723	$3,702.80	342	$1,687.85	$5,390.65
19	Saturday	1,003	$5,506.21	645	$3,515.89	$9,022.10
20	Sunday	784	$2,505.61	459	$1,303.74	$3,809.35
21	Monday	577	$1,297.20	239	$510.28	$1,807.48
22	Tuesday	599	$1,514.02	341	$746.73	$2,260.75
23	Wednesday	639	$1,600.00	332	$696.26	$2,296.26
24	Thursday	717	$2,379.44	534	$1,973.83	$4,353.27
25	Friday	781	$3,283.18	378	$1,618.69	$4,901.87
26	Saturday	828	$3,780.05	536	$3,299.07	$7,079.12
27	Sunday	734	$1,995.33	640	$1,391.59	$3,386.92
28	Monday	581	$1,420.56	267	$510.28	$1,930.84
29	Tuesday	809	$2,555.14	609	$2,063.55	$4,618.69
30	Wednesday	622	$1,410.28	275	$523.36	$1,933.64
31	Thursday	574	$1,861.68	285	$907.48	$2,769.16
	TOTAL	**21,482**	**71,009.16**	**12,547**	**$40,787.43**	**$111,796.59**
			MONTHLY PERMIT REVENUE			**$15,900.00**
			TOTAL NET REVENUE			**$127,696.59**

Excel (Fdrive/Ping/$Pers/P&L/2003/July/5alotsrevJuly2003.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
12th St. Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2002 July	2003 July	Increase/ Decrease	Percent of Increase/ Decrease	Revenue/ Expense Per Space
12th St. Garage - 2A						
Revenue-Ticket	480-8000-344504	29,315.51	30,702.84	1,387.33		
Revenue-Monthly Permits	480-8000-344593	5,340.00	5,220.00	-120.00		
	12th St. REVENUE (Sales Tax Excluded)	34,655.51	35,922.84	**1,267.33**	**3.66%**	**$268.08**
Expenses						
Security Personnel		8,471.54	8,241.55	-229.99		
Attendant/Cashier Labor		7,145.55	7,497.33	351.78		
FP&L		60.94	108.54	47.60		
Elevator Maintenance		125.00	0.00	-125.00 (1)		
Garage Cleaning/Maintenance		1,605.75	1,540.75	-65.00		
	12th St. EXPENSES	17,408.78	17,388.17	**-20.61**	**-0.12%**	**$129.76**
	12th St. PROFIT/(LOSS)	17,246.73	18,534.67	**1,287.94**	**7.47%**	**$138.32**
					Number of Spaces	**134**

(1) No maintenance paid to Atlantic Elevator for the month of July 2003.

Note:
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.

Excel (F drive/Ping/$Pers/P&L/2003/July/12thstga.xls)LN

City of Miami Beach
Parking Department
12th Street Garage - 2A Garage **July-03**

Date	Day	CMB	ARMOR	P.O	EMPLOYEE	COURT	BEST	HAND.	OTHERS	DAILY TICKETS	TOTAL ENTRIES	Daily Ticket Revenue
1	Tuesday	0	0	0	0	5	0	3	25	80	113	$407.48
2	Wednesday	0	1	0	0	3	0	4	0	122	130	$1,487.85
3	Thursday	0	1	0	0	1	0	3	1	203	209	$1,018.69
4	Friday	0	2	0	0	1	0	1	1	249	254	$1,891.59
5	Saturday	0	0	0	0	1	0	0	0	253	254	$1,943.93
6	Sunday	0	0	0	0	0	0	2	0	181	183	$1,474.77
7	Monday	0	0	0	0	4	0	3	13	119	139	$581.31
8	Tuesday	0	0	0	0	2	0	2	38	82	124	$418.69
9	Wednesday	1	1	0	0	1	0	2	5	113	123	$557.01
10	Thursday	5	2	1	1	0	0	6	25	181	221	$960.75
11	Friday	0	3	1	0	1	0	7	1	205	218	$1,446.73
12	Saturday	1	1	0	0	0	0	6	19	253	280	$1,947.66
13	Sunday	0	0	1	1	0	0	1	1	186	190	$1,452.34
14	Monday	1	2	1	1	5	0	2	0	132	144	$566.36
15	Tuesday	0	0	0	0	3	0	2	1	109	115	$491.59
16	Wednesday	0	0	1	0	1	0	2	0	95	99	$510.28
17	Thursday	1	1	1	1	0	0	3	3	124	134	$642.99
18	Friday	0	1	2	0	2	0	1	1	212	219	$1,471.03
19	Saturday	0	1	0	0	0	0	3	1	206	211	$1,566.36
20	Sunday	13	3	0	2	0	0	1	1	165	185	$1,308.41
21	Monday	0	1	0	1	8	0	2	1	115	128	$547.66
22	Tuesday	0	0	0	0	6	0	7	0	122	135	$573.83
23	Wednesday	1	0	0	0	1	0	0	2	94	98	$465.42
24	Thursday	0	0	1	1	1	0	0	2	136	141	$738.32
25	Friday	0	0	1	0	1	0	1	0	192	195	$1,291.59
26	Saturday	1	0	0	0	1	0	4	2	221	229	$1,676.64
27	Sunday	1	0	0	2	0	0	0	0	167	170	$1,239.25
28	Monday	3	1	0	1	2	0	2	0	82	91	$407.48
29	Tuesday	0	3	0	1	0	0	2	1	87	94	$431.78
30	Wednesday	0	2	0	1	2	0	1	0	110	116	$557.01
31	Thursday	2	0	0	2	2	0	2	2	140	150	$628.04
	TOTAL	**30**	**26**	**10**	**15**	**54**	**0**	**75**	**146**	**4736**	**5092**	**$30,702.84**
									MONTHLY PERMIT REVENUE			**$5,220.00**
									TOTAL NET REVENUE			**$35,922.84**

Excel (Fdrive/Ping/$Pers/P&L/2003/July/12thstrevJuly2003.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
13th St. Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2002 July	2003 July	Increase/ Decrease	Percent of Increase/ Decrease	Revenue/ Expense Per Space
13th St. Garage-17A						
Revenue-Ticket	480-8000-344566	49,161.20	47,741.10	-1,420.10		
Revenue-Monthly Permits	480-8000-344527	7,260.00	8,280.00	1,020.00		
	13th St. REVENUE (Sales Tax Excluded)	56,421.20	56,021.10	**-400.10**	**-0.71%**	**$195.88**
Expenses						
Security Personnel		10,823.70	10,423.37	-400.33		
Attendant/Cashier Labor		14,581.81	14,556.50	-25.31		
Landscape Maintenance		216.67	216.67	0.00		
FP&L		1,171.78	1,404.98	233.20 (1)		
Revenue Control Equipment Maintenance		0.00	30.00	30.00		
Elevator Maintenance		304.00	312.00	8.00		
Armed Guard Revenue Pickup		517.18	455.00	-62.18		
Garage Cleaning/Maintenance		1,483.00	1,450.00	-33.00		
	13th St. EXPENSES	29,098.14	28,848.52	**-249.62**	**-0.86%**	**$100.87**
	13th St. PROFIT/(LOSS)	27,323.06	27,172.58	**-150.48**	**-0.55%**	**$95.01**
					Number of Spaces	**286**

(1) July 2003 estimate: average of October 2002 through February 2003 FPL actual charges.

Note:
The 13th Street Garage achieves 15% of its revenue from permits, the balance is transient revenue. The generators are residents, local workers, construction, visitors to SOBE, beachgoers and restaurant patrons.

Excel (Fdrive/ping/$pers/P&L/2003/July/13thstga.xls)LN

City of Miami Beach
Parking Department
13th Street Garage - 17A

July-03

Date	Day	(Art Deco) Residential Decals	Monthly Permits	Handicap	City Wide Decals	Standard Attendants	Armor Security	Best Maintenance	Daily Tickets	Total Entries	Daily Ticket Revenue
1	Tuesday	21	0	1	0	6	2	1	170	201	$1,016.82
2	Wednesday	18	0	1	2	6	2	1	186	216	$964.49
3	Thursday	12	1	2	3	13	3	1	291	326	$1,251.40
4	Friday	13	0	1	2	10	3	1	280	310	$1,710.28
5	Saturday	15	0	1	1	8	2	1	383	411	$2,390.65
6	Sunday	20	0	2	1	6	4	1	452	486	$2,811.21
7	Monday	22	1	2	1	9	3	2	209	249	$1,343.93
8	Tuesday	22	0	1	0	7	2	1	161	194	$826.17
9	Wednesday	13	1	1	1	6	3	1	184	210	$931.78
10	Thursday	18	0	0	2	11	2	1	289	323	$1,500.93
11	Friday	24	1	4	1	12	1	1	330	374	$1,792.52
12	Saturday	13	0	3	2	8	3	1	420	450	$2,402.80
13	Sunday	18	0	2	1	7	2	1	425	456	$2,470.09
14	Monday	28	0	1	1	7	4	2	181	224	$1,157.01
15	Tuesday	21	1	0	0	7	4	1	169	203	$917.76
16	Wednesday	15	1	2	0	5	4	1	193	221	$1,062.62
17	Thursday	20	1	3	0	6	2	1	180	213	$953.27
18	Friday	21	0	1	1	14	2	1	300	340	$1,774.77
19	Saturday	12	0	6	1	10	3	1	405	438	$2,249.53
20	Sunday	27	0	2	1	6	4	1	420	461	$2,371.03
21	Monday	24	0	1	1	6	3	2	172	209	$1,131.78
22	Tuesday	17	0	2	1	4	2	0	139	165	$682.24
23	Wednesday	22	0	1	0	5	2	1	230	261	$1,085.05
24	Thursday	19	0	1	0	6	2	1	244	273	$1,423.36
25	Friday	20	2	2	0	10	2	1	348	385	$2,156.07
26	Saturday	24	1	2	2	8	3	1	511	552	$2,682.24
27	Sunday	20	1	1	1	7	2	1	483	516	$2,528.97
28	Monday	17	1	1	2	7	3	1	162	194	$975.70
29	Tuesday	20	1	1	0	4	2	0	164	192	$869.16
30	Wednesday	18	1	3	0	7	2	0	224	255	$1,033.64
31	Thursday	19	2	0	0	9	2	0	268	300	$1,273.83
	TOTAL	**593**	**16**	**51**	**28**	**237**	**80**	**30**	**8573**	**9608**	**$47,741.10**
								MONTHLY PERMIT REVENUE			**$8,280.00**
								TOTAL NET REVENUE			**$56,021.10**

Excel (Fdrive/Ping/$Pers/P&L/2003/July/13thstrevJuly2003.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
16th St. - Anchor Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2002 July	2003 July	Increase/ Decrease	Percent of Increase/ Decrease	Revenue/ Expense Per Space
16th St. - Anchor Garage						
Revenue-Ticket	463-8000-344911	0.00	78,888.26	78,888.26		
Revenue - Valet	463-8000-344587	0.00	27,238.32	27,238.32		
Revenue-Monthly Permits	463-8000-344903	0.00	25,400.00	25,400.00		
	16th St. Garage REVENUE	0.00	131,526.58	131,526.58	#DIV/0!	$163.79
Expenses						
Security Personnel		0.00	13,912.95	13,912.95		
Attendant/Cashier Labor		0.00	15,087.01	15,087.01		
FP&L		0.00	3,800.00 (1)	3,800.00		
Revenue Control Equipment Maintenance		0.00	775.00	775.00		
Armed Guard Revenue Pickup		0.00	566.67 (2)	566.67		
Elevator Maintenance		0.00	0.00	0.00		
Landscape Maintenance		0.00	164.67	164.67		
Garage Cleaning/Maintenance		0.00	2,924.40	2,924.40		
Sanitation (Waste Removal)		0.00	175.00 (1)	175.00		
Fire Alarm Service		0.00	430.00 (3)	430.00		
	16th St. Garage EXPENSES	0.00	37,835.70	37,835.70	#DIV/0!	$47.12
	16th St. Garage PROFIT/(LOSS)	0.00	93,690.88	93,690.88	#DIV/0!	$116.68
					Number of Spaces	803

(1) No invoice received for July: expense estimated based on budget.
(2) No invoice received for July: expense estimated based on Standing Order.
(3) July 2003 reflects $250.00 regular monthly charge from Hi-Rise Safety Systems plus $180.00 for additional services.

Excel (Fdrive/Ping/$Pers/P&L/2003/July/16thgar - Anchor.xls)LN

City of Miami Beach
Parking Department
16th Street Garage (Anchor)

July-03

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Tuesday	463	08:00 - 08:59	82	$1,042.99
2	Wednesday	384	08:00 - 08:59	61	$731.78
3	Thursday	714	23:00 - 23:59	102	$2,297.20
4	Friday	1142	23:00 - 23:59	143	$5,695.33
5	Saturday	1144	23:00 - 23:59	161	$7,135.51
6	Sunday	950	00:00 - 00:59	168	$5,281.30
7	Monday	410	17:00 - 17:59	42	$1,180.37
8	Tuesday	384	08:00 - 08:59	62	$732.71
9	Wednesday	448	08:00 - 08:59	67	$1,196.26
10	Thursday	503	15:00 - 15:59	71	$1,459.81
11	Friday	223	00:00 - 00:59	63	$3,077.57
12	Saturday	210	23:00 - 23:59	100	$5,373.36
13	Sunday	784	01:00 - 01:59	164	$2,855.14
14	Monday	555	18:00 - 18:59	82	$1,253.93
15	Tuesday	580	08:00 - 08:59	91	$1,116.82
16	Wednesday	562	08:00 - 08:59	79	$1,453.27
17	Thursday	582	15:00 - 15:59	81	$1,681.31
18	Friday	885	18:00 - 18:59	106	$3,327.10
19	Saturday	1005	23:00 - 23:59	143	$6,101.87
20	Sunday	744	00:00 - 00:59	134	$3,395.55
21	Monday	704	15:00 - 15:59	92	$1,410.28
22	Tuesday	616	17:00 - 17:59	104	$922.43
23	Wednesday	648	18:00 - 18:59	92	$1,601.87
24	Thursday	689	15:00 - 15:59	100	$1,771.03
25	Friday	816	23:00 - 23:59	124	$3,552.34
26	Saturday	913	23:00 - 23:59	139	$5,616.82
27	Sunday	728	00:00 - 00:59	138	$2,619.63
28	Monday	480	15:00 - 15:59	70	$1,317.76
29	Tuesday	458	12:00 - 12:59	64	$1,162.62
30	Wednesday	464	21:00 - 21:59	75	$1,194.39
31	Thursday	589	18:00 - 18:59	83	$1,329.91
	TOTAL	**19,777**			**$78,888.26**
	MONTHLY PERMIT REVENUE				**$25,400.00**
	VALET REVENUE				**$27,238.32**
	TOTAL NET REVENUE				**$131,526.58**

Note: Garage contract awarded effective June 9, 2003.

Excel (Fdrive/Ping/$Pers/P&L/2003/July/16thstrevJuly2003.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
42nd St. Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2002 July	2003 July	Increase/ Decrease	Percent of Increase/ Decrease	Revenue/ Expense Per Space
42nd St. Garage - 8A						
Revenue-Ticket	480-8000-344531	2,189.65	2,871.04	681.39		
Revenue-Monthly Permits	480-8000-344595	18,300.00	34,500.00	16,200.00		
	42nd St. REVENUE (Sales Tax Excluded)	20,489.65	37,371.04	**16,881.39**	**82.39%**	**$60.28**
Expenses						
Security Personnel		11,182.27	9,140.34	-2,041.93 (1)		
Attendant/Cashier Labor		2,381.85	2,897.94	516.09 (2)		
FP&L		1,629.72	1,805.96	176.24		
Revenue Control Equipment Maintenance		0.00	0.00	0.00		
Elevator Maintenance		0.00	536.00	536.00 (3)		
Landscape Maintenance		0.00	0.00	0.00		
Garage Cleaning/Maintenance		1,285.00	1,796.50	511.50 (4)		
	42nd St. EXPENSES	16,478.84	16,176.74	**-302.10**	**-1.83%**	**$26.09**
	42nd St. PROFIT/(LOSS)	4,010.81	21,194.30	**17,183.49**	**428.43%**	**$34.18**
					Number of Spaces	**620**

(1) The total number of hours in 2003 is 166 lower than 2002.
(2) There is an increase of 5.0% in the average rate per hour. Also, the total number of hours in 2003 is 40 higher than 2002.
(3) New elevator in 42nd Street Garage: monthly maintenance charge from Atlantic Elevator.
(4) July 2003 includes $511.50 charge from Best Maintenance for 62 additional hours of service.

Note:
The primary users of this facility are monthly parkers engaged in local business.

Excel (Fdrive/Ping/$Pers/P&L/2003/July/8agar.xls)LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON

LOCATION	ACCOUNTING CODE	July 2003 # of Meters	2002 July	2003 July	Increase/ (Decrease)	Percent of Increase/ (Decrease)
1X - (Washington - 4th & Lincoln) - On Street	480-8000-344501	291	49,277.56	50,429.03	1,151.47	2.34%
1A - (1st Street & Ocean Dr.) - Off Street	480-8000-344502	57	8,404.11	12,088.74		
1A - (1st Street & Ocean Dr.) - Attended	480-8000-344502	0	0.00	0.00		
Total		57	8,404.11	12,088.74	3,684.63	43.84%
2X - (Washington - 5th & Lincoln) - On Street	480-8000-344503	370	57,359.70	51,245.24	(6,114.46)	-10.66%
2B - (6/7 & Meridian) - Off Street	480-8000-344505	22	0.00	319.71	319.71	#DIV/0!
3X - (Collins & Euclid Ave.) On Street	480-8000-344507	68	7,219.93	7,516.20	296.27	4.10%
4X - (Alton 7th St.- Dade Blvd.) - On Street	480-8000-344509	491	62,979.63	67,569.19	4,589.56	7.29%
4B - (Alton & 20th St.-Purdy-Dade Blvd.) - On Street	480-8000-344511	213	10,062.61	14,620.42	4,557.81	45.29%
4C - (West Ave & 17th St.) - Off Street	480-8000-344512	66	13,647.34	13,702.69	55.35	0.41%
4D - (West Ave & Lincoln Rd.) - Off Street	480-8000-344513	30	2,735.27	3,599.48	864.21	31.60%
5C - (Convention Ctr. Dr. & 17th Street) - Off Street	480-8000-344517	85	1,795.55	4,088.48		
5C - (Convention Ctr. Dr. & 17th Street) - Attended	480-8000-344517	0	0.00	0.00		
Total		85	1,795.55	4,088.48	2,292.93	127.70%
5F - (Meridian Ave & 18th Street) - Off Street	480-8000-344519	97	730.57	236.87		
5F - (Meridian Ave & 18th Street) - Attended	480-8000-344519	0	0.00	0.00		
Total		97	730.57	236.87	(493.70)	-67.58%
5H - (19th Street & Meridian Ave) - Off Street	480-8000-344521	27	1,109.34	1,234.00	124.66	11.24%
5M - (17th & Meridian Ave) - Off Street	480-8000-344506	27	2,715.73	2,127.38	(588.35)	-21.66%
6X - (Collins - 20th to 24th St) - On Street	480-8000-344522	236	17,943.70	23,860.05	5,916.35	32.97%
6A - (22nd Street & Park)- Off Street	480-8000-344523	14	381.83	512.58	130.75	34.24%
6B - (Collins Ave & 21st Street) - Off Street	480-8000-344524	190	13,488.60	19,465.46		
6B - (Collins Ave & 21st Street) - Attended	480-8000-344524	0	0.00	0.00		
Total		190	13,488.60	19,465.46	5,976.86	44.31%
7X - (Ocean - Biscayne - 15th St) - On Street	480-8000-344525	442	51,782.72	79,099.77	27,317.05	52.75%
7A - (Collins Ave, 4th to 15th St) - On Street	480-8000-344526	591	143,803.56	144,090.90	287.34	0.20%
7C - (Collins Ave & 6th St) - Off Street	480-8000-344528	14	1,448.75	789.58		
7C - (Collins Ave & 6th St) - Attended	480-8000-344528	0	0.00	717.77		
		14	1,448.75	1,507.35	58.60	4.04%
8X - (Pinetree-Alton - 40th to 42nd St) - On Street	480-8000-344530	386	19,513.29	19,321.69	(191.60)	-0.98%
8A - (42nd Street Garage) - Off Street Meters	480-8000-344531	11	556.83	374.72	(182.11)	-32.70%
8B - (42nd Street & Royal Palm) - Off Street	480-8000-344532	173	2,279.70	2,360.24		
8B - (42nd Street & Royal Palm) - Attended	480-8000-344532	0	0.00	0.00		
		173	2,279.70	2,360.24	80.54	3.53%
8C - (40/41 Street & Chase) - Off Street	480-8000-344533	88	1,046.61	1,064.13	17.52	1.67%
8D - (47th Street & Pinetree) - Off Street	480-8000-344534	16	77.16	79.82	2.66	3.45%
8E - (41st Street & Alton) - Off Street	480-8000-344535	40	2,220.23	2,290.18	69.95	3.15%
8F - (41st Street & Jefferson) - Off Street	480-8000-344536	30	368.91	380.90	11.99	3.25%
9X - (Collins - 64th to 79th St) - On Street	480-8000-344537	527	32,558.33	36,737.34	4,179.01	12.84%
9A - (Harding & 71st St) - Off Street	480-8000-344538	48	811.07	1,715.12	904.05	111.46%
9B - (72nd St. & Collins) - Off Street - Attended	480-8000-344539	0	0.00	1,373.83	1,373.83	
9C (Carlyle & 71st St) - Off Street	480-8000-344540	14	121.23	518.34	397.11	327.57%
9D - (Collins & 76th St) - Off Street	480-8000-344541	33	1,591.25	1,162.67	(428.58)	-26.93%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON

LOCATION	ACCOUNTING CODE	July 2003 # of Meters	2002 July	2003 July	Increase/ (Decrease)	Percent of Increase/ (Decrease)
9E - (71st St. & Harding) - Off Street	480-8000-344542	31	149.46	356.08	206.62	138.24%
9F - (75th & Collins) - Off Street	480-8000-344543	106	4,964.99	4,970.13	5.14	0.10%
10A - (Lincoln Lane & Lenox) - Off Street	480-8000-344544	70	11,746.73	11,973.14	226.41	1.93%
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	28,929.59	28,360.59	(569.00)	-1.97%
10D - (Lincoln Lane & Jefferson - W) - Off Street	480-8000-344547	62	9,908.78	10,796.68	887.90	8.96%
10E - (Lincoln Lane & Jefferson - E) - Off Street	480-8000-344548	19	3,272.68	3,374.35	101.67	3.11%
10F - (Lincoln Lane & Euclid) - Off Street	480-8000-344549	36	7,001.00	6,670.02	(330.98)	-4.73%
10G - (Lincoln Lane & Michigan) - Off Street	480-8000-344550	21	2,748.45	3,257.76	509.31	18.53%
11X - (Collins & 11th Street) - Off Street	480-8000-344551	0	0.00	0.00		
11X - (Collins & 11th Street) - Attended	480-8000-344551	0	1,714.57	0.00		
Total		0	1,714.57	0.00	(1,714.57)	-100.00%
12X - (Washington & 9th Street) - Off Street	480-8000-344552	23	4,313.29	4,369.50		
12X - (Washington & 9th Street) - Attended	480-8000-344552	0	0.00	0.00		
Total		23	4,313.29	4,369.50	56.21	1.30%
13X - (Washington & 10th Street) - Off Street	480-8000-344553	33	6,482.52	6,188.14		
13X - (Washington & 10th Street) - Attended	480-8000-344553	0	0.00	0.00		
Total		33	6,482.52	6,188.14	(294.38)	-4.54%
15X - (16th to 18th East of Collins) - On Street	480-8000-344556	43	8,401.47	9,149.67	748.20	8.91%
15A - (Washington, 17th to 20th) - On Street	480-8000-344557	91	12,732.94	16,113.33	3,380.39	26.55%
15B - (Convention Center Drive) - On Street	480-8000-344558	46	3,790.13	2,975.96	(814.17)	-21.48%
16X - (25th to 32nd, E of Collins) - On Street	480-8000-344559	78	7,185.49	8,313.96	1,128.47	15.70%
16A - (35th to 43rd, E of Collins) - On Street	480-8000-344560	117	10,743.77	13,403.91	2,660.14	24.76%
16B - (Indian Crk Dr, 27th to 32nd) - On Street	480-8000-344561	219	6,057.97	7,371.02	1,313.05	21.67%
16C - (Indian Crk - 33rd to 43rd) - On Street	480-8000-344562	230	10,231.11	12,956.75	2,725.64	26.64%
16D - (Collins Ave & 34th St) - Off Street	480-8000-344563	64	1,131.82	2,885.93		
16D - (Collins Ave & 34th St) - Attended	480-8000-344563	0	0.00	0.00		
Total		64	1,131.82	2,885.93	1,754.11	154.98%
16E - (Collins Ave & 35th St) - Off Street	480-8000-344564	72	3,425.07	3,806.89		
16E - (Collins Ave & 35th St) - Attended	480-8000-344564	0	0.00	0.00		
Total		72	3,425.07	3,806.89	381.82	11.15%
17X - (Collins & 13th Street) - Off Street	480-8000-344565	54	4,087.81	6,389.40		
17X - (Collins & 13th Street) - Attended	480-8000-344565	0	9,049.75	9,682.24		
Total		54	13,137.56	16,071.64	2,934.08	22.33%
18X - (Indian Crk & 65th St) - Off Street	480-8000-344567	53	213.57	505.29	291.72	136.59%
18A - (Collins & 64th St) - Off Street	480-8000-344568	67	5,336.43	6,973.66		
18A - (Collins & 64th St) - Attended	480-8000-344568	0	0.00	0.00		
Total		67	5,336.43	6,973.66	1,637.23	30.68%
19X - (Collins & 46th Street) - Off Street	480-8000-344569	449	11,813.67	16,285.28		
19X - (Collins & 46th Street) - Attended	480-8000-344569	0	20,906.08	19,224.29		
Total		449	32,719.75	35,509.57	2,789.82	8.53%
19A - (Collins & 46th Street) - On Street	480-8000-344570	19	2,111.20	2,210.85	99.65	4.72%
19B - (Collins & 53rd Street) - Off Street	480-8000-344571	158	3,194.47	2,959.60		
19B - (Collins & 53rd Street) - Attended	480-8000-344571	0	8,657.27	9,495.32		
Total		158	11,851.74	12,454.92	603.18	5.09%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON

LOCATION	ACCOUNTING CODE	July 2003 # of Meters	2002 July	2003 July	Increase/ (Decrease)	Percent of Increase/ (Decrease)
20X - (Collins Ave & 27th St) - Off Street	480-8000-344572	121	3,281.11	2,376.29		
20X - (Collins Ave & 27th St) - Attended	480-8000-344572	0	0.00	0.00		
	Total	121	3,281.11	2,376.29	(904.82)	-27.58%
22X - (Carlyle & 72nd St) - Off Street	480-8000-344574	45	0.00	0.00	0.00	#DIV/0!
23X - (83rd & Abbott) - Off Street	480-8000-344575	25	6.72	82.76	76.04	1131.55%
24X - (Normandy Isle & Bay Dr) - On Street	480-8000-344576	102	4,438.96	3,835.26	(603.70)	-13.60%
24A - (Normandy Isle & Bay Dr) - Off Street	480-8000-344577	26	689.91	242.82	(447.09)	-64.80%
24B - (Normandy Isle & Vendome) - Off Street	480-8000-344578	22	354.17	475.09	120.92	34.14%
24C - (Normandy Isle & Bay Rd S/S) - Off Street	480-8000-344579	33	453.45	886.36	432.91	95.47%
25X - (Bonita Drive & 71st St) - Off Street	480-8000-344580	15	505.64	502.06	(3.58)	-0.71%
26X - (Collins, 79th to 87th Terr) - On Street	480-8000-344581	283	1,889.67	6,034.04	4,144.37	219.32%
10X - (Lincoln Lane & Lenox - Off Street)	480-8000-344582	99	19,087.36	16,871.21		
10X - (Lincoln Lane & Lenox - Attended	480-8000-344582	0	0.00	0.00		
Total		99	19,087.36	16,871.21	(2,216.15)	-11.61%
26A - (Collins & 80th Street) - Off Street	480-8000-344584	62	538.36	1,414.30	875.94	162.71%
26B - (Collins & 84th Street) - Off Street	480-8000-344585	62	345.95	1,090.74	744.79	215.29%
4E (Purdy & 18th Street) - Off Street	480-8000-344586	39	2,789.13	4,020.34		
4E (Purdy & 18th Street) - Attended	480-8000-344586	0	0.00	3,028.03		
		39	2,789.13	7,048.37	4,259.24	152.71%
8G - (40th Street & Royal Palm) - Off Street	480-8000-344592	43	2,550.88	1,877.10	(673.78)	-26.41%
8H - (40th Street & Prairie) - Off Street	480-8000-344594	71	2,834.31	2,302.14	(532.17)	-18.78%
26C - (Collins & 79th Street) - Off Street	480-8000-344600	34	156.40	558.16	401.76	256.88%
26D - (Collins & 83rd Street) - Off Street	480-8000-344601	95	45.37	960.09	914.72	2016.13%
SLSP00 - (Southpoint Lot) - Off Street	480-8000-344602	108	11,828.67	11,075.43		
SLSP00 - (Southpoint Lot) - Attended	480-8000-344602	0	0.00	11,932.21		
		108	11,828.67	23,007.64	11,178.97	94.51%
4th & Alton Lot - Off Street	480-8000-344604	21	460.86	757.20	296.34	64.30%
4A - 1833 Bay Road	480-8000-344608	0	0.00	0.00	0.00	#DIV/0!
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	3,537.71	0.00	(3,537.71)	-100.00%
14A - 16th Street & Washington (Lease)	480-8000-344555	0	14,583.33	14,583.33	0.00	0.00%
TOTAL		**8,305**	**806,794.48**	**898,700.55**	**91,906.07**	**11.39%**

CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE: JULY 2003

VENDOR	$10	$25	$25 CARDS W/10% DISCOUNT $22.50	MACHINE SALES $ AMT	REFUNDS	COLLECTOR CARDS $20	COLL. CARDS W/10% DISCOUNT $18	TOTALS
BAY SUPERMARKET	0	0	0			0	0	$0.00
BRIGHAM GARDENS	0	0	0			0	0	$0.00
COMPASS MARKET	0	0	0			0	0	$0.00
CHAMBER OF COMMERCE	0	0	20			0	0	$450.00
CLEAN MACHINE	0	0	0			0	0	$0.00
FINANCE DEPARTMENT	0	104	73			0	0	$4,242.50
KOSHER WORLD	0	0	0			0	0	$0.00
LEE ANN DRUGS	0	0	30			0	0	$675.00
NEWS CAFE	0	0	0			0	0	$0.00
PARKING DEPARTMENT	0	308	99		$0.00	0	0	$9,927.50
PUBLIX SUPERMARKET	0	0	2022			0	0	$45,495.00
PRKG MACHINE - CASH	0	0	0	$2,810		0	0	$2,810.00
PRKG MACHINE - CREDIT	0	0	0	$2,975		0	0	$2,975.00
ZELICK'S TOBACCO	0	0	0			0	0	$0.00
WOLFSONIAN	0	0	0			0	0	$0.00
SHEMTOV'S	0	0	0			0	0	$0.00
TOTAL # OF CARDS	**0**	**412**	**2,244**	**N/A**	**N/A**	**0**	**0**	**2,656.00**
TOTAL $ AMOUNT	**$0.00**	**$10,300.00**	**$50,490.00**	**$5,785.00**	**$0.00**	**$0.00**	**$0.00**	**$66,575.00**

Excel (Fdrive/Ping/$Pers/P&L/2003/July/Debitcrd.xls)

CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE: OCTOBER 2002 - JULY 2003

VENDOR	$10	$25	$25 CARDS W/10% DISCOUNT $22.50	MACHINE SALES $ AMT	REFUNDS	COLLECTOR CARDS $20	COLL. CARDS W/10% DISCOUNT $18	TOTALS
BAY SUPERMARKET	0	102	26			60		$4,335.00
BRIGHAM GARDENS	0	8	0			7		$340.00
COMPASS MARKET	0	10	0			135	1	$2,968.00
CHAMBER OF COMMERCE	0	35	50			25		$2,500.00
CLEAN MACHINE	0	0	0			20		$400.00
FINANCE DEPARTMENT	0	795	459			0		$30,202.50
KOSHER WORLD	0	0	0			0		$0.00
LEE ANN DRUGS	0	100	172			57	25	$7,960.00
NEWS CAFE	0	0	0			0		$0.00
PARKING DEPARTMENT	3	2747	635		($166.75)	50.75		$83,840.75
PUBLIX SUPERMARKET	0	9420	11079			0		$484,777.50
PRKG MACHINE - CASH	0	0	0	$19,800		0		$19,800.00
PRKG MACHINE - CREDIT	0	0	0	$21,015		0		$21,015.00
ZELICK'S TOBACCO	0	26	0			0		$650.00
WOLFSONIAN	0	0	0			25		$500.00
SHEMTOV'S	0	0	0			0		$0.00
TOTAL # OF CARDS	**3**	**13,243**	**12,421**	**N/A**	**N/A**	**379.75**	**26**	**26,072.75**
TOTAL $ AMOUNT	**$30.00**	**$331,075.00**	**$279,472.50**	**$40,815.00**	**($166.75)**	**$7,595.00**	**$468.00**	**$659,288.75**

Excel (Fdrive/Ping/$Pers/P&L/2003/July/Debitytd.xls)

CITY OF MIAMI BEACH
PARKING DEPARTMENT
17th St. Garage
PROFIT & LOSS STATEMENT

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	0.00	0.00	1,331,472.08
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	0.00	0.00	63,000.00
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	0.00	0.00	577,200.00
	17th St. 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	0.00	0.00	1,971,672.08
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	0.00	0.00	178,453.57
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	0.00	0.00	413,116.19
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	0.00	0.00	64,733.89
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	0.00	0.00	16,860.70
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	0.00	0.00	5,109.62
Elevator Maintenance		613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	0.00	0.00	6,130.00
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	0.00	0.00	1,083.30
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	0.00	0.00	41,323.82
	17th St. 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	0.00	0.00	726,811.09
	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	0.00	0.00	1,244,860.99

(Fdrive/Ping/$Pers/P&L/2003/17thstga.xls)

LOCATION	ACCOUNTING CODE	2001 October	2001 November	2001 December	2002 January	2002 February	2002 March	2002 April	2002 May	2002 June	2002 July	2002 August	2002 September	FY 2001/2002 Total
17th St. Garage-2G														
Revenue-Ticket	480-8000-344583	95,980.84	88,650.62	117,454.92	129,924.57	193,183.71	173,980.26	137,297.11	123,415.47	109,810.52	97,670.31	100,261.80	101,232.96	1,468,863.09
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	46,380.00	49,200.00	50,040.00	48,780.00	49,200.00	50,940.00	58,260.00	54,360.00	54,000.00	59,760.00	59,880.00	60,180.00	640,980.00
	17th St. REVENUE (Sales Tax Excluded)	148,660.84	144,150.62	173,794.92	185,004.57	248,683.71	231,220.26	201,857.11	184,075.47	170,110.52	163,730.31	166,441.80	167,712.96	2,185,443.09
Expenses														
Security Personnel		12,311.04	12,073.41	11,853.44	12,243.49	12,971.98	11,674.27	12,081.92	11,200.98	13,739.92	16,653.15	19,575.84	17,759.89	164,139.33
Attendant/Cashier Labor		36,820.66	30,740.16	30,863.50	35,009.60	44,561.13	32,597.89	38,714.70	38,742.83	35,232.98	31,239.96	32,357.63	34,965.22	421,846.26
FP&L		5,519.53	5,106.15	5,446.66	5,793.30	5,678.30	5,251.72	5,381.93	5,279.30	5,704.54	5,485.43	5,460.87	6,099.82	66,207.55
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	1,666.67	1,666.67	1,666.67	20,000.04
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	6,206.16
Elevator Maintenance		613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	7,356.00
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	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	39,504.00
	17th St. EXPENSES	60,848.41	54,116.90	54,360.78	59,243.57	69,408.59	55,721.06	62,375.73	61,420.29	60,874.62	59,575.72	63,591.52	65,022.11	726,559.30
	17th St. PROFIT/(LOSS)	87,812.43	90,033.72	119,434.14	125,761.00	179,275.12	175,499.20	139,481.38	122,655.18	109,235.90	104,154.59	102,850.28	102,690.85	1,458,883.79

CITY OF MIAMI BEACH
PARKING DEPARTMENT
17th St. Garage
PROFIT & LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2001 October	2001 November	2001 December	2002 January	2002 February	2002 March	2002 April	2002 May	2002 June	2002 July	2002 August	2002 September	FY 2001/02 Total
17th St. Garage-2G														
Revenue-Ticket	480-8000-344583	95,980.84	88,650.62	117,454.92	129,924.57	193,183.71	173,980.26	137,297.11	123,415.47	109,810.52	97,670.31	100,261.80	101,232.96	1,468,863.09
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	46,380.00	49,200.00	50,040.00	48,780.00	49,200.00	50,940.00	58,260.00	54,360.00	54,000.00	59,760.00	59,880.00	60,180.00	640,980.00
	17th St. REVENUE (Sales Tax Excluded)	148,660.84	144,150.62	173,794.92	185,004.57	248,683.71	231,220.26	201,857.11	184,075.47	170,110.52	163,730.31	166,441.80	167,712.96	2,185,443.09
Expenses														
Security Personnel		12,311.04	12,073.41	11,853.44	12,243.49	12,971.98	11,674.27	12,081.92	11,200.98	13,739.92	16,653.15	19,575.84	17,759.89	164,139.33
Attendant/Cashier Labor		36,820.66	30,740.16	30,863.50	35,009.60	44,561.13	32,597.89	38,714.70	38,742.83	35,232.98	31,239.96	32,357.63	34,965.22	421,846.26
FP&L		5,519.53	5,106.15	5,446.66	5,793.30	5,678.30	5,251.72	5,381.93	5,279.30	5,704.54	5,485.43	5,460.87	6,099.82	66,207.55
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	1,666.67	1,666.67	1,666.67	20,000.04
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	6,206.16
Elevator Maintenance		613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	7,356.00
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	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	39,504.00
	17th St. EXPENSES	60,848.41	54,116.90	54,360.78	59,243.57	69,408.59	55,721.06	62,375.73	61,420.29	60,874.62	59,575.72	63,591.52	65,022.11	726,559.30
	17th St. PROFIT/(LOSS)	87,812.43	90,033.72	119,434.14	125,761.00	179,275.12	175,499.20	139,481.38	122,655.18	109,235.90	104,154.59	102,850.28	102,690.85	1,458,883.79

(Fdrive/Ping/$Pers/P&L/2002/17thstga.xls)

LOCATION	ACCOUNTING CODE	2000 October	2000 November	2000 December	2001 January	2001 February	2001 March	2001 April	2001 May	2001 June	2001 July	2001 August	2001 September	FY 00-01 Total
17th St. Garage-2G														
Revenue-Ticket	480-8000-344583	154,516.05	83,853.38	108,410.22	107,384.71	198,605.18	126,687.69	105,367.19	117,179.01	103,369.49	96,154.87	90,845.20	95,361.73	1,387,734.72
Revenue - Space Rental	480-8000-344583	5,250.00	5,250.00	5,250.00	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	72,450.00
Revenue-Monthly Permits	480-8000-344514	46,400.00	46,792.96	46,564.65	46,500.00	53,700.00	51,360.00	50,880.00	52,800.00	53,280.00	51,600.00	50,280.00	49,500.00	599,657.61
	17th St. REVENUE (Sales Tax Excluded)	206,166.05	135,896.34	160,224.87	160,184.71	258,605.18	184,347.69	162,547.19	176,279.01	162,949.49	154,054.87	147,425.20	151,161.73	2,059,842.33
Expenses														
Security Personnel		12,488.42	12,460.99	12,521.22	13,717.43	17,794.60	16,726.55	14,938.95	15,805.87	15,123.28	18,013.51	16,532.87	9,543.62	175,667.31
Attendant/Cashier Labor		39,872.89	27,874.18	33,481.20	31,484.67	46,076.19	34,108.59	33,146.27	35,925.02	40,717.87	34,371.00	33,316.62	36,376.10	426,750.60
FP&L		5,484.35	4,727.95	4,663.43	5,630.98	5,040.83	5,256.77	5,825.97	6,184.34	6,445.63	5,376.92	6,133.14	6,324.38	67,094.69
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	1,666.67	1,666.67	1,666.67	20,000.04
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	6,206.16
Elevator Maintenance		613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	7,356.00
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		3,465.25	3,292.00	3,292.00	3,292.00	3,754.00	3,754.00	3,754.00	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	41,063.25
	17th St. EXPENSES	64,216.09	51,260.30	56,863.03	57,030.26	75,570.80	62,751.09	60,570.37	64,112.41	68,483.96	63,958.61	62,179.81	58,441.28	745,438.01
	17th St. PROFIT/(LOSS)	141,949.96	84,636.04	103,361.84	103,154.45	183,034.38	121,596.60	101,976.82	112,166.60	94,465.53	90,096.26	85,245.39	92,720.45	1,314,404.32

CITY OF MIAMI BEACH
PARKING DEPARTMENT
7th St. Garage
PROFIT AND LOSS STATEMENT

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 St. 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	0.00	0.00	1,571,772.52
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	0.00	0.00	130,800.00
	7th St. 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	0.00	0.00	1,702,572.52
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	0.00	0.00	226,959.68
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	0.00	0.00	186,361.65
Landscape Maintenance		984.00	984.00	984.00	984.00	984.00	984.00	918.67	1,067.67	918.67	10,438.67	0.00	0.00	19,247.68
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	0.00	0.00	30,673.70
Revenue Control Equipment Maintenance		700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	0.00	0.00	7,000.00
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	0.00	0.00	48,887.50
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	0.00	0.00	5,109.62
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	0.00	0.00	11,473.04
Surveillance System Maintenance		437.00	437.00	437.00	437.00	437.00	437.00	495.00	495.00	495.00	1,855.00	0.00	0.00	5,962.00
	7th St. 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	0.00	0.00	541,674.87
	7th Street 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	0.00	0.00	595,000.00
	7th St. 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	0.00	0.00	565,897.65

(Fdrive/Ping/$Pers/P&L/2003/7thst.xls)

LOCATION	ACCOUNTING CODE	2001 October	2001 November	2001 December	2002 January	2002 February	2002 March	2002 April	2002 May	2002 June	2002 July	2002 August	2002 September	FY 2001/2002 Total
7th St. Garage-1G														
Revenue-Ticket	142-8000-344404	98,891.68	105,333.01	144,735.13	153,866.18	138,843.74	240,191.44	171,039.15	163,294.17	139,551.83	163,218.25	175,770.79	135,339.42	1,830,074.79
Revenue-Monthly Permits	142-8000-344404	15,975.00	16,350.00	15,825.00	16,800.00	14,550.00	14,700.00	14,700.00	14,550.00	14,550.00	13,800.00	13,725.00	13,800.00	179,325.00
	7th St. REVENUE (Sales Tax Excluded)	114,866.68	121,683.01	160,560.13	170,666.18	153,393.74	254,891.44	185,739.15	177,844.17	154,101.83	177,018.25	189,495.79	149,139.42	2,009,399.79
Expenses														
Security		15,394.28	15,695.07	14,460.29	15,772.87	15,146.88	17,041.38	15,881.17	15,768.28	17,513.64	22,057.41	25,611.88	22,611.97	212,955.12
Attendant/Cashier Labor		15,209.20	15,854.69	16,107.91	16,346.08	16,018.67	15,976.15	16,429.77	16,357.45	15,943.55	15,952.92	16,684.59	17,149.19	194,030.17
Landscape Maintenance		984.00	984.00	984.00	984.00	984.00	984.00	984.00	984.00	984.00	984.00	984.00	984.00	11,808.00
FP&L		3,153.54	2,599.76	2,754.67	2,964.55	2,773.25	2,567.84	2,733.33	2,574.07	2,891.16	2,700.17	2,849.96	3,069.84	33,632.14
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	4,864.00	4,864.00	4,864.00	4,864.00	58,368.00
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	6,206.16
Elevator Maintenance		985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	11,820.00
Surveillance System Maintenance		437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	5,244.00
	7th St. EXPENSES	42,244.20	42,636.70	41,810.05	43,570.68	42,425.98	44,072.55	43,531.45	43,186.98	44,835.53	49,197.68	53,633.61	51,318.18	542,463.59
	7th Street 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. PROFIT/(LOSS)	13,122.48	19,546.31	59,250.08	67,595.50	51,467.76	151,318.89	82,707.70	75,157.19	49,766.30	68,320.57	76,362.18	38,321.24	752,936.20

CITY OF MIAMI BEACH
PARKING DEPARTMENT
7th St. Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2001 October	2001 November	2001 December	2002 January	2002 February	2002 March	2002 April	2002 May	2002 June	2002 July	2002 August	2002 September	FY 01/02 Total
7th St. Garage-1G														
Revenue-Ticket	142-8000-344404	98,891.68	105,333.01	144,735.13	153,866.18	138,843.74	240,191.44	171,039.15	163,294.17	139,551.83	163,218.25	175,770.79	135,339.42	1,830,074.79
Revenue-Monthly Permits	142-8000-344404	15,975.00	16,350.00	15,825.00	16,800.00	14,550.00	14,700.00	14,700.00	14,550.00	14,550.00	13,800.00	13,725.00	13,800.00	179,325.00
	7th St. REVENUE (Sales Tax Excluded)	114,866.68	121,683.01	160,560.13	170,666.18	153,393.74	254,891.44	185,739.15	177,844.17	154,101.83	177,018.25	189,495.79	149,139.42	2,009,399.79
Expenses														
Security		15,394.28	15,695.07	14,460.29	15,772.87	15,146.88	17,041.38	15,881.17	15,768.28	17,513.64	22,057.41	25,611.88	22,611.97	212,955.12
Attendant/Cashier Labor		15,209.20	15,854.69	16,107.91	16,346.08	16,018.67	15,976.15	16,429.77	16,357.45	15,943.55	15,952.92	16,684.59	17,149.19	194,030.17
Landscape Maintenance		984.00	984.00	984.00	984.00	984.00	984.00	984.00	984.00	984.00	984.00	984.00	984.00	11,808.00
FP&L		3,153.54	2,599.76	2,754.67	2,964.55	2,773.25	2,567.84	2,733.33	2,574.07	2,891.16	2,700.17	2,849.96	3,069.84	33,632.14
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	4,864.00	4,864.00	4,864.00	4,864.00	58,368.00
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	6,206.16
Elevator Maintenance		985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	11,820.00
Surveillance System Maintenance		437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	5,244.00
	7th St. EXPENSES	42,244.20	42,636.70	41,810.05	43,570.68	42,425.98	44,072.55	43,531.45	43,186.98	44,835.53	49,197.68	53,633.61	51,318.18	542,463.59
	7th Street 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. PROFIT/(LOSS)	13,122.48	19,546.31	59,250.08	67,595.50	51,467.76	151,318.89	82,707.70	75,157.19	49,766.30	68,320.57	76,362.18	38,321.24	752,936.20

(Fdrive/Ping/$Pers/P&L/2002/7thst.xls)

LOCATION	ACCOUNTING CODE	2000 October	2000 November	2000 December	2001 January	2001 February	2001 March	2001 April	2001 May	2001 June	2001 July	2001 August	2001 September	FY 00/01 Total
7th St. Garage-1G														
Revenue-Ticket	142-8000-344404	131,842.25	150,811.51	156,023.57	178,907.44	183,107.04	243,390.85	199,376.52	181,127.64	172,931.38	180,147.40	178,179.31	129,355.67	2,085,200.58
Revenue-Monthly Permits	142-8000-344404	13,312.44	14,457.60	13,725.00	13,725.00	13,800.00	15,900.00	16,575.28	16,425.00	16,575.00	15,075.00	16,725.00	16,125.00	182,420.32
	7th St. REVENUE (Sales Tax Excluded)	145,154.69	165,269.11	169,748.57	192,632.44	196,907.04	259,290.85	215,951.80	197,552.64	189,506.38	195,222.40	194,904.31	145,480.67	2,267,620.90
Expenses														
Security		16,606.89	15,900.96	16,737.66	17,600.45	15,784.88	16,663.92	16,862.51	18,493.94	17,581.52	21,315.42	21,799.78	12,722.18	208,070.11
Attendant/Cashier Labor		15,613.84	16,231.83	15,793.60	15,877.70	15,321.62	16,330.48	16,375.86	15,945.36	15,967.60	16,533.21	16,411.39	16,394.57	192,797.06
Landscape Maintenance		1,134.00	1,134.00	1,134.00	1,134.00	1,134.00	1,134.00	1,134.00	1,134.00	1,134.00	984.00	984.00	984.00	13,158.00
FP&L		2,936.30	2,263.21	2,251.51	2,714.10	2,216.32	16,794.21	2,929.83	2,837.98	3,138.57	4,862.61	3,367.56	3,394.45	49,706.65
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	4,864.00	4,864.00	4,864.00	4,864.00	58,368.00
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	6,206.16
Elevator Maintenance		985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	11,820.00
Surveillance System Maintenance		437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	5,244.00
	7th St. EXPENSES	43,794.21	43,033.18	43,419.95	44,829.43	41,960.00	58,425.79	44,805.38	45,914.46	45,324.87	51,198.42	50,065.91	40,998.38	553,769.98
	7th Street 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. PROFIT/(LOSS)	41,860.48	62,735.93	66,828.62	88,303.01	95,447.04	141,365.06	111,646.42	92,138.18	84,681.51	84,523.98	85,338.40	44,982.29	999,850.92

CITY OF MIAMI BEACH
PARKING DEPARTMENT
5A Surface Lots East and West
PROFIT & LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2002 June	2003 July	2003 August	2003 September	FY 2002/2003 Total
17th St. Parking Lots - 5A														
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	0.00	0.00	1,217,531.90
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	0.00	0.00	173,220.00
	17th St. 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	0.00	0.00	1,390,751.90
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	0.00	0.00	19,104.36
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	17,290.62	0.00	0.00	217,171.24
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	0.00	0.00	17,025.70
Landscape and Lot Maintenance		502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	0.00	0.00	5,026.70
FP&L		386.87	350.40	332.23	322.18	565.72	391.48	391.48	391.48	391.48	391.48	0.00	0.00	3,914.80
	17th St. 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	21,760.42	0.00	0.00	262,242.80
	17th St. 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	105,936.17	0.00	0.00	1,128,509.10

(Fdrive/Ping/$Pers/P&L/2003/5alots.xls)

LOCATION	ACCOUNTING CODE	2001 October	2001 November	2001 December	2002 January	2002 February	2002 March	2002 April	2002 May	2002 June	2002 July	2002 August	2002 September	FY 2001/2002 Total
17th St. Parking Lots - 5A														
Revenue-Ticket	480-8000-344515	84,476.22	86,054.63	129,752.12	132,730.72	133,767.55	155,170.88	123,970.06	119,955.85	116,868.05	108,329.32	115,012.11	102,521.07	1,408,608.58
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	17,760.00	16,080.00	16,140.00	14,940.00	15,780.00	17,460.00	17,040.00	16,680.00	16,800.00	16,080.00	17,760.00	17,760.00	200,280.00
	17th St. REVENUE (Sales Tax Excluded)	102,236.22	102,134.63	145,892.12	147,670.72	149,547.55	172,630.88	141,010.06	136,635.85	133,668.05	124,409.32	132,772.11	120,281.07	1,608,888.58
Expenses														
Security Personnel		857.65	726.48	726.48	728.00	489.20	964.75	955.32	1,327.81	1,471.71	1,554.13	1,691.61	1,559.16	13,052.30
Attendant/Cashier Labor		17,436.09	16,120.74	17,827.14	18,512.07	19,388.97	20,846.52	21,119.07	19,675.74	17,955.12	17,566.44	19,212.48	20,566.65	226,227.03
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	1,666.67	1,666.67	20,000.04
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		457.83	601.13	483.88	354.56	335.36	324.34	348.11	343.62	362.67	362.54	417.81	404.38	4,796.23
	17th St. EXPENSES	20,920.91	19,617.69	21,206.84	21,763.97	22,382.87	24,304.95	24,591.84	23,516.51	21,958.84	21,652.45	23,491.24	24,699.53	270,107.64
	17th St. PROFIT/(LOSS)	81,315.31	82,516.94	124,685.28	125,906.75	127,164.68	148,325.93	116,418.22	113,119.34	111,709.21	102,756.87	109,280.87	95,581.54	1,338,780.94

CITY OF MIAMI BEACH
PARKING DEPARTMENT
5A Surface Lots East and West
PROFIT & LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2001 October	2001 November	2001 December	2002 January	2002 February	2002 March	2002 April	2002 May	2002 June	2002 July	2002 August	2002 September	FY 01/02 Total
17th St. Parking Lots - 5A														
Revenue-Ticket	480-8000-344515	84,476.22	86,054.63	129,752.12	132,730.72	133,767.55	155,170.88	123,970.06	119,955.85	116,868.05	108,329.32	115,012.11	102,521.07	1,408,608.58
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	17,760.00	16,080.00	16,140.00	14,940.00	15,780.00	17,460.00	17,040.00	16,680.00	16,800.00	16,080.00	17,760.00	17,760.00	200,280.00
	17th St. REVENUE (Sales Tax Excluded)	102,236.22	102,134.63	145,892.12	147,670.72	149,547.55	172,630.88	141,010.06	136,635.85	133,668.05	124,409.32	132,772.11	120,281.07	1,608,888.58
Expenses														
Security Personnel		857.65	726.48	726.48	728.00	489.20	964.75	955.32	1,327.81	1,471.71	1,554.13	1,691.61	1,559.16	13,052.30
Attendant/Cashier Labor		17,436.09	16,120.74	17,827.14	18,512.07	19,388.97	20,846.52	21,119.07	19,675.74	17,955.12	17,566.44	19,212.48	20,566.65	226,227.03
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	1,666.67	1,666.67	20,000.04
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		457.83	601.13	483.88	354.56	335.36	324.34	348.11	343.62	362.67	362.54	417.81	404.38	4,796.23
	17th St. EXPENSES	20,920.91	19,617.69	21,206.84	21,763.97	22,382.87	24,304.95	24,591.84	23,516.51	21,958.84	21,652.45	23,491.24	24,699.53	270,107.64
	17th St. PROFIT/(LOSS)	81,315.31	82,516.94	124,685.28	125,906.75	127,164.68	148,325.93	116,418.22	113,119.34	111,709.21	102,756.87	109,280.87	95,581.54	1,338,780.94

(Fdrive/Ping/$Pers/P&L/2001/5alots.xls)

LOCATION	ACCOUNTING CODE	2000 October	2000 November	2000 December	2001 January	2001 February	2001 March	2001 April	2001 May	2001 June	2001 July	2001 August	2001 September	FY 01/02 Total
17th St. Parking Lots - 5A														
Revenue-Ticket	480-8000-344515	126,444.25	106,217.42	127,447.92	134,885.11	137,984.50	151,533.44	122,319.08	125,994.76	111,138.52	95,315.24	105,145.07	91,450.19	1,435,875.50
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	20,800.00	21,308.17	19,330.00	17,820.00	21,480.00	19,640.00	18,120.00	18,060.00	17,770.00	18,840.00	18,720.00	18,360.00	230,248.17
	17th St. REVENUE (Sales Tax Excluded)	147,244.25	127,525.59	146,777.92	152,705.11	159,464.50	171,173.44	140,439.08	144,054.76	128,908.52	114,155.24	123,865.07	109,810.19	1,666,123.67
Expenses														
Security Personnel		524.68	519.64	620.54	1,140.17	726.48	726.48	628.10	837.47	562.52	913.15	1,319.27	544.86	9,063.36
Attendant/Cashier Labor		19,547.71	17,175.06	19,895.53	19,581.55	17,201.57	19,324.21	19,732.80	19,699.20	20,851.26	17,673.09	19,412.67	18,590.28	228,684.93
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	1,666.67	1,666.67	20,000.04
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		822.57	379.68	366.63	371.34	377.44	353.75	387.01	360.98	494.69	612.36	505.15	500.02	5,531.62
	17th St. EXPENSES	23,064.30	20,243.72	23,052.04	23,262.40	20,474.83	22,573.78	22,917.25	23,066.99	24,077.81	21,367.94	23,406.43	21,804.50	269,311.99
	17th St. PROFIT/(LOSS)	124,179.95	107,281.87	123,725.88	129,442.71	138,989.67	148,599.66	117,521.83	120,987.77	104,830.71	92,787.30	100,458.64	88,005.69	1,396,811.68

CITY OF MIAMI BEACH
PARKING DEPARTMENT
12th St. Garage
PROFIT & LOSS STATEMENT

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 St. 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	0.00	0.00	288,766.91
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	0.00	0.00	51,000.00
	12th St. 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	0.00	0.00	339,766.91
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	0.00	0.00	88,912.53
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	0.00	0.00	77,537.89
FP&L		102.79	81.67	98.93	90.60	168.69	108.54	108.54	108.54	108.54	108.54	0.00	0.00	1,085.38
Elevator Maintenance		125.00	125.00	125.00	125.00	125.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	750.00
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	0.00	0.00	16,028.50
	12th St. 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	0.00	0.00	184,314.30
	12th St. 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	0.00	0.00	155,452.61

(Fdrive/Ping/$Pers/P&L/2003/12thga.xls)

LOCATION	ACCOUNTING CODE	2001 October	2001 November	2001 December	2002 January	2002 February	2002 March	2002 April	2002 May	2002 June	2002 July	2002 August	2002 September	FY 2001/2002 Total
12th St. Garage-2A														
Revenue-Ticket	480-8000-344504	19,351.18	20,201.87	24,554.47	26,555.85	27,769.02	43,802.33	28,116.91	29,947.18	25,610.78	29,315.51	29,535.22	20,867.59	325,627.91
Revenue-Monthly Permits	480-8000-344593	8,040.00	6,960.00	8,160.00	8,160.00	5,100.00	5,280.00	5,280.00	5,280.00	5,280.00	5,340.00	5,160.00	4,320.00	72,360.00
	12th St. REVENUE (Sales Tax Excluded)	27,391.18	27,161.87	32,714.47	34,715.85	32,869.02	49,082.33	33,396.91	35,227.18	30,890.78	34,655.51	34,695.22	25,187.59	397,987.91
Expenses														
Security Personnel		5,626.00	5,647.95	4,077.36	6,053.88	5,471.53	5,445.92	5,466.54	6,157.30	6,871.50	8,471.54	9,914.88	8,846.72	78,051.12
Attendant/Cashier Labor		6,349.23	6,522.24	7,031.79	7,057.86	6,517.50	6,538.83	6,640.74	7,730.94	6,538.83	7,145.55	6,980.04	6,960.03	82,013.58
FP&L		73.28	88.02	82.31	85.34	77.11	68.73	64.09	56.51	60.30	60.94	49.38	105.95	871.96
Elevator Maintenance		125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1,500.00
Garage Cleaning/Maintenance		1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	19,269.00
	12th St. EXPENSES	13,779.26	13,988.96	12,922.21	14,927.83	13,796.89	13,784.23	13,902.12	15,675.50	15,201.38	17,408.78	18,675.05	17,643.45	181,705.66
	12th St. PROFIT/(LOSS)	13,611.92	13,172.91	19,792.26	19,788.02	19,072.13	35,298.10	19,494.79	19,551.68	15,689.40	17,246.73	16,020.17	7,544.14	216,282.25

CITY OF MIAMI BEACH
PARKING DEPARTMENT
12th St. Garage
PROFIT & LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2001 October	2001 November	2001 December	2002 January	2002 February	2002 March	2002 April	2002 May	2002 June	2002 July	2002 August	2002 September	FY 2001/2002 Total
12th St. Garage-2A														
Revenue-Ticket	480-8000-344504	19,351.18	20,201.87	24,554.47	26,555.85	27,769.02	43,802.33	28,116.91	29,947.18	25,610.78	29,315.51	29,535.22	20,867.59	325,627.91
Revenue-Monthly Permits	480-8000-344593	8,040.00	6,960.00	8,160.00	8,160.00	5,100.00	5,280.00	5,280.00	5,280.00	5,280.00	5,340.00	5,160.00	4,320.00	72,360.00
	12th St. REVENUE (Sales Tax Excluded)	27,391.18	27,161.87	32,714.47	34,715.85	32,869.02	49,082.33	33,396.91	35,227.18	30,890.78	34,655.51	34,695.22	25,187.59	397,987.91
Expenses														
Security Personnel		5,626.00	5,647.95	4,077.36	6,053.88	5,471.53	5,445.92	5,466.54	6,157.30	6,871.50	8,471.54	9,914.88	8,846.72	78,051.12
Attendant/Cashier Labor		6,349.23	6,522.24	7,031.79	7,057.86	6,517.50	6,538.83	6,640.74	7,730.94	6,538.83	7,145.55	6,980.04	6,960.03	82,013.58
FP&L		73.28	88.02	82.31	85.34	77.11	68.73	64.09	56.51	60.30	60.94	49.38	105.95	871.96
Elevator Maintenance		125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1,500.00
Garage Cleaning/Maintenance		1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	19,269.00
	12th St. EXPENSES	13,779.26	13,988.96	12,922.21	14,927.83	13,796.89	13,784.23	13,902.12	15,675.50	15,201.38	17,408.78	18,675.05	17,643.45	181,705.66
	12th St. PROFIT/(LOSS)	13,611.92	13,172.91	19,792.26	19,788.02	19,072.13	35,298.10	19,494.79	19,551.68	15,689.40	17,246.73	16,020.17	7,544.14	216,282.25

(Fdrive/Ping/$Pers/P&L/2002/12thga.xls)

LOCATION	ACCOUNTING CODE	2000 October	2000 November	2000 December	2001 January	2001 February	2001 March	2001 April	2001 May	2001 June	2001 July	2001 August	2001 September	FY2000/2001 Total
12th St. Garage-2A														
Revenue-Ticket	480-8000-344504	21,871.36	28,214.65	27,817.45	32,785.97	33,408.83	42,092.01	37,729.54	34,569.98	29,836.64	31,211.25	32,959.64	20,892.00	373,389.32
Revenue-Monthly Permits	480-8000-344593	4,400.00	4,953.71	4,800.00	3,780.00	3,420.00	3,794.79	4,860.00	4,440.00	5,460.00	6,000.00	6,180.00	8,040.00	60,128.50
	12th St. REVENUE (Sales Tax Excluded)	26,271.36	33,168.36	32,617.45	36,565.97	36,828.83	45,886.80	42,589.54	39,009.98	35,296.64	37,211.25	39,139.64	28,932.00	433,517.82
Expenses														
Security Personnel		6,595.37	5,556.94	5,575.16	5,825.36	5,623.68	6,222.92	5,465.64	5,686.42	5,747.90	7,171.73	7,623.70	4,224.98	71,319.80
Attendant/Cashier Labor		6,725.10	6,688.98	7,474.59	7,179.92	7,246.58	7,016.32	7,725.17	7,355.57	7,844.70	7,951.35	8,330.55	7,557.93	89,096.76
FP&L		89.20	86.84	76.59	98.86	83.78	82.27	79.33	75.09	73.38	74.55	68.76	0.00	888.65
Elevator Maintenance		125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1,500.00
Garage Cleaning/Maintenance		1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,549.00	1,549.00	1,605.75	1,605.75	1,605.75	16,910.25
	12th St. EXPENSES	14,819.67	13,742.76	14,536.34	14,514.14	14,364.04	14,731.51	14,680.14	14,791.08	15,339.98	16,928.38	17,753.76	13,513.66	179,715.46
	12th St. PROFIT/(LOSS)	11,451.69	19,425.60	18,081.11	22,051.83	22,464.79	31,155.29	27,909.40	24,218.90	19,956.66	20,282.87	21,385.88	15,418.34	253,802.36

CITY OF MIAMI BEACH
PARKING DEPARTMENT
13th St. Garage
PROFIT & LOSS STATEMENT

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 St. 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	0.00	0.00	501,044.94
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	0.00	0.00	80,580.00
	13th St. 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	0.00	0.00	581,624.94
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	0.00	0.00	112,623.26
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	0.00	0.00	161,277.69
Landscape Maintenance		216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	0.00	0.00	2,166.70
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	0.00	0.00	14,049.82
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	0.00	0.00	2,136.00
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	0.00	0.00	5,109.62
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	0.00	0.00	14,879.50
	13th St. 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	0.00	0.00	312,511.59
	13th St. 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	0.00	0.00	269,113.35

(Fdrive/Ping/$Pers/P&L/2003/13thstga.xls)

LOCATION	ACCOUNTING CODE	2001 October	2001 November	2001 December	2002 January	2002 February	2002 March	2002 April	2002 May	2002 June	2002 July	2002 August	2002 September	FY 2001/2002 Total
13th St. Garage-17A														
Revenue-Ticket	480-8000-344566	35,899.53	39,704.67	48,733.70	54,790.14	54,390.32	77,671.33	59,950.29	54,383.08	47,829.10	49,161.20	53,615.90	40,880.78	617,010.04
Revenue-Monthly Permits	480-8000-344527	9,180.00	8,940.00	8,760.00	8,820.00	8,220.00	7,980.00	7,620.00	7,320.00	8,340.00	7,260.00	7,980.00	8,220.00	98,640.00
	13th St. REVENUE (Sales Tax Excluded)	45,079.53	48,644.67	57,493.70	63,610.14	62,610.32	85,651.33	67,570.29	61,703.08	56,169.10	56,421.20	61,595.90	49,100.78	715,650.04
Expenses														
Security Personnel		7,142.75	7,108.79	7,166.41	7,119.48	6,997.61	7,147.96	7,195.87	8,245.09	8,637.02	10,823.70	12,883.59	11,049.26	101,517.53
Attendant/Cashier Labor		13,937.21	14,172.20	14,461.81	14,696.96	13,857.82	14,075.59	14,164.58	14,765.85	13,999.64	14,581.81	14,755.44	14,789.62	172,258.53
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		1,280.63	921.48	1,494.51	1,596.48	1,530.93	1,387.84	1,244.67	1,138.47	1,255.03	1,171.78	1,162.33	1,327.70	15,511.85
Elevator Maintenance		304.00	304.00	304.00	304.00	304.00	304.00	304.00	304.00	304.00	304.00	304.00	304.00	3,648.00
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	6,206.16
Garage Cleaning/Maintenance		1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	17,796.00
	13th St. EXPENSES	24,881.44	24,723.32	25,643.58	25,933.77	24,907.21	25,132.24	25,125.97	26,670.26	26,412.54	29,098.14	31,322.21	29,687.43	319,538.11
	13th St. PROFIT/(LOSS)	20,198.09	23,921.35	31,850.12	37,676.37	37,703.11	60,519.09	42,444.32	35,032.82	29,756.56	27,323.06	30,273.69	19,413.35	396,111.93

CITY OF MIAMI BEACH
PARKING DEPARTMENT
13th St. Garage
PROFIT & LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2001 October	2001 November	2001 December	2002 January	2002 February	2002 March	2002 April	2002 May	2002 June	2002 July	2002 August	2002 September	FY 2001/2002 Total
13th St. Garage-17A														
Revenue-Ticket	480-8000-344566	35,899.53	39,704.67	48,733.70	54,790.14	54,390.32	77,671.33	59,950.29	54,383.08	47,829.10	49,161.20	53,615.90	40,880.78	617,010.04
Revenue-Monthly Permits	480-8000-344527	9,180.00	8,940.00	8,760.00	8,820.00	8,220.00	7,980.00	7,620.00	7,320.00	8,340.00	7,260.00	7,980.00	8,220.00	98,640.00
	13th St. REVENUE (Sales Tax Excluded)	45,079.53	48,644.67	57,493.70	63,610.14	62,610.32	85,651.33	67,570.29	61,703.08	56,169.10	56,421.20	61,595.90	49,100.78	715,650.04
Expenses														
Security Personnel		7,142.75	7,108.79	7,166.41	7,119.48	6,997.61	7,147.96	7,195.87	8,245.09	8,637.02	10,823.70	12,883.59	11,049.26	101,517.53
Attendant/Cashier Labor		13,937.21	14,172.20	14,461.81	14,696.96	13,857.82	14,075.59	14,164.58	14,765.85	13,999.64	14,581.81	14,755.44	14,789.62	172,258.53
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		1,280.63	921.48	1,494.51	1,596.48	1,530.93	1,387.84	1,244.67	1,138.47	1,255.03	1,171.78	1,162.33	1,327.70	15,511.85
Elevator Maintenance		304.00	304.00	304.00	304.00	304.00	304.00	304.00	304.00	304.00	304.00	304.00	304.00	3,648.00
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	6,206.16
Garage Cleaning/Maintenance		1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	17,796.00
	13th St. EXPENSES	24,881.44	24,723.32	25,643.58	25,933.77	24,907.21	25,132.24	25,125.97	26,670.26	26,412.54	29,098.14	31,322.21	29,687.43	319,538.11
	13th St. PROFIT/(LOSS)	20,198.09	23,921.35	31,850.12	37,676.37	37,703.11	60,519.09	42,444.32	35,032.82	29,756.56	27,323.06	30,273.69	19,413.35	396,111.93

(Fdrive/Ping/$Pers/P&L/2002/13thstga.xls)

LOCATION	ACCOUNTING CODE	2000 October	2000 November	2000 December	2001 January	2001 February	2001 March	2001 April	2001 May	2001 June	2001 July	2001 August	2001 September	FY 2000/2001 Total
13th St. Garage-17A														
Revenue-Ticket	480-8000-344566	44,850.70	58,213.07	53,613.13	66,305.03	65,657.89	76,994.28	68,830.42	64,985.89	58,123.48	60,005.37	50,676.06	33,699.53	701,954.85
Revenue-Monthly Permits	480-8000-344527	8,450.00	8,940.00	8,880.00	7,140.00	7,500.00	7,420.00	8,060.00	8,700.00	8,540.00	8,580.00	8,820.00	9,180.00	100,210.00
	13th St. REVENUE (Sales Tax Excluded)	53,300.70	67,153.07	62,493.13	73,445.03	73,157.89	84,414.28	76,890.42	73,685.89	66,663.48	68,585.37	59,496.06	42,879.53	802,164.85
Expenses														
Security Personnel		8,104.64	8,126.24	8,231.98	8,101.96	8,072.51	8,685.36	8,009.56	5,686.42	8,159.37	10,416.64	10,616.56	4,142.35	96,353.59
Attendant/Cashier Labor		13,574.53	13,393.51	13,572.09	13,834.28	13,345.26	13,653.07	13,914.94	13,531.92	14,068.13	14,242.59	13,973.37	14,063.18	165,166.87
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		946.78	896.18	863.53	1,058.38	1,064.47	1,156.30	1,274.92	1,219.51	1,248.68	1,365.12	1,208.59	890.43	13,192.89
Elevator Maintenance		304.00	304.00	304.00	304.00	304.00	304.00	304.00	304.00	304.00	304.00	304.00	304.00	3,648.00
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	6,206.16
Garage Cleaning/Maintenance		1,483.00	1,483.00	1,450.00	1,483.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	1,483.00	1,483.00	1,483.00	17,598.00
	13th St. EXPENSES	25,146.80	24,936.78	25,155.45	25,515.47	24,970.09	25,982.58	25,687.27	22,925.70	25,964.03	28,545.20	28,319.37	21,616.81	304,765.55
	13th St. PROFIT/(LOSS)	28,153.90	42,216.29	37,337.68	47,929.56	48,187.80	58,431.70	51,203.15	50,760.19	40,699.45	40,040.17	31,176.69	21,262.72	497,399.30

CITY OF MIAMI BEACH
PARKING DEPARTMENT
16th St. - Anchor Garage
PROFIT & LOSS STATEMENT

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
16th St. - Anchor Garage														
Revenue-Ticket	463-8000-344911	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41,602.27	78,888.26	0.00	0.00	120,490.53
Revenue - Valet	463-8000-344587	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,528.04	27,238.32	0.00	0.00	38,766.36
Revenue-Monthly Permits	463-8000-344903	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	25,400.00	0.00	0.00	25,500.00
	16th St. REVENUE (Sales Tax Excluded)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53,230.31	131,526.58	0.00	0.00	184,756.89
Expenses														
Security Personnel		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,645.65	13,912.95	0.00	0.00	23,558.60
Attendant/Cashier Labor		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,497.82	15,087.01	0.00	0.00	26,584.83
FP&L		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,850.00	3,800.00	0.00	0.00	6,650.00
Revenue Control Equipment Maintanance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	775.00	775.00	0.00	0.00	1,550.00
Armed Guard Revenue Pickup		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450.00	566.67	0.00	0.00	1,016.67
Elevator 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
Landscape and Lot Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450.00	164.67	0.00	0.00	614.67
Garage Cleaning/Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,657.16	2,924.40	0.00	0.00	4,581.56
Sanitation (Waste Removal)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	131.25	175.00	0.00	0.00	306.25
Fire Alarm Service		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	180.00	430.00	0.00	0.00	610.00
	16th St. EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,636.88	37,835.70	0.00	0.00	65,472.58
	16th St. PROFIT/(LOSS)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,593.43	93,690.88	0.00	0.00	119,284.31

(Fdrive/Ping/$Pers/P&L/2003/16thstga - Anchor.xls)

CITY OF MIAMI BEACH
PARKING DEPARTMENT
42nd St. Garage
PROFIT & LOSS STATEMENT

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 St. 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	0.00	0.00	28,065.38
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	0.00	0.00	349,860.00
	42nd St. 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	0.00	0.00	377,925.38
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	0.00	0.00	95,006.34
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	0.00	0.00	30,974.38
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	0.00	0.00	18,059.60
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	0.00	0.00	2,144.00
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	0.00	0.00	13,361.50
	42nd St. 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	0.00	0.00	159,727.82
	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	0.00	0.00	218,197.56

(Fdrive/Ping/$Pers/P&L/2003/42ndgar.xls)

LOCATION	ACCOUNTING CODE	2001 October	2001 November	2001 December	2002 January	2002 February	2002 March	2002 April	2002 May	2002 June	2002 July	2002 August	2002 September	FY 2001/2002 Total
42nd St. Garage-8A														
Revenue-Ticket	480-8000-344531	1,601.88	1,333.32	1,521.14	1,880.75	12,211.58	1,915.21	2,176.52	3,171.84	1,733.32	2,189.65	2,268.56	1,882.57	33,886.34
Revenue-Monthly Permits	480-8000-344595	21,540.00	19,200.00	19,500.00	18,060.00	16,380.00	17,040.00	18,120.00	17,760.00	18,660.00	18,300.00	36,360.00	35,700.00	256,620.00
	42nd St. REVENUE (Sales Tax Excluded)	23,141.88	20,533.32	21,021.14	19,940.75	28,591.58	18,955.21	20,296.52	20,931.84	20,393.32	20,489.65	38,628.56	37,582.57	290,506.34
Expenses														
Security Personnel		5,790.16	8,179.71	7,737.08	7,429.88	7,516.66	7,530.52	7,768.30	7,628.81	9,240.26	11,182.27	13,105.58	12,017.45	105,126.68
Attendant/Cashier Labor		3,050.19	2,474.28	2,320.23	2,242.02	4,680.24	2,737.35	2,471.91	2,628.33	2,479.02	2,381.85	2,526.02	2,522.32	32,513.76
FP&L		1,471.76	1,480.00	744.79	1,423.20	1,433.94	1,850.98	1,647.89	1,655.88	1,650.65	1,629.72	1,358.53	1,597.13	17,944.47
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	1,285.00	1,285.00	1,285.00	15,420.00
	42nd St. EXPENSES	11,597.11	13,418.99	12,087.10	12,380.10	14,915.84	13,403.85	13,173.10	13,198.02	14,654.93	16,478.84	18,275.13	17,421.90	171,004.91
	42nd St. PROFIT/(LOSS)	11,544.77	7,114.33	8,934.04	7,560.65	13,675.74	5,551.36	7,123.42	7,733.82	5,738.39	4,010.81	20,353.43	20,160.67	119,501.43

CITY OF MIAMI BEACH
PARKING DEPARTMENT
42nd St. Garage
PROFIT & LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2001 October	2001 November	2001 December	2002 January	2002 February	2002 March	2002 April	2002 May	2002 June	2002 July	2002 August	2002 September	FY 2001/2002 Total
42nd St. Garage-8A														
Revenue-Ticket	480-8000-344531	1,601.88	1,333.32	1,521.14	1,880.75	12,211.58	1,915.21	2,176.52	3,171.84	1,733.32	2,189.65	2,268.56	1,882.57	33,886.34
Revenue-Monthly Permits	480-8000-344595	21,540.00	19,200.00	19,500.00	18,060.00	16,380.00	17,040.00	18,120.00	17,760.00	18,660.00	18,300.00	36,360.00	35,700.00	256,620.00
	42nd St. REVENUE (Sales Tax Excluded)	23,141.88	20,533.32	21,021.14	19,940.75	28,591.58	18,955.21	20,296.52	20,931.84	20,393.32	20,489.65	38,628.56	37,582.57	290,506.34
Expenses														
Security Personnel		5,790.16	8,179.71	7,737.08	7,429.88	7,516.66	7,530.52	7,768.30	7,628.81	9,240.26	11,182.27	13,105.58	12,017.45	105,126.68
Attendant/Cashier Labor		3,050.19	2,474.28	2,320.23	2,242.02	4,680.24	2,737.35	2,471.91	2,628.33	2,479.02	2,381.85	2,526.02	2,522.32	32,513.76
FP&L		1,471.76	1,480.00	744.79	1,423.20	1,433.94	1,850.98	1,647.89	1,655.88	1,650.65	1,629.72	1,358.53	1,597.13	17,944.47
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	1,285.00	1,285.00	1,285.00	15,420.00
	42nd St. EXPENSES	11,597.11	13,418.99	12,087.10	12,380.10	14,915.84	13,403.85	13,173.10	13,198.02	14,654.93	16,478.84	18,275.13	17,421.90	171,004.91
	42nd St. PROFIT/(LOSS)	11,544.77	7,114.33	8,934.04	7,560.65	13,675.74	5,551.36	7,123.42	7,733.82	5,738.39	4,010.81	20,353.43	20,160.67	119,501.43

(Fdrive/Ping/$Pers/P&L/2002/42ndgar.xls)

LOCATION	ACCOUNTING CODE	2000 October	2000 November	2000 December	2001 January	2001 February	2001 March	2001 April	2001 May	2001 June	2001 July	2001 August	2001 September	FY 2000/2001 Total
42nd St. Garage-8A														
Revenue-Ticket	480-8000-344531	1,688.27	1,560.56	1,464.79	2,171.81	8,999.14	2,525.84	2,269.04	2,795.65	2,991.54	2,706.10	2,946.47	2,324.90	34,444.11
Revenue-Monthly Permits	480-8000-344595	11,850.00	13,200.00	17,640.00	21,540.00	23,280.00	23,820.00	24,960.00	22,320.00	21,900.00	19,740.00	20,760.00	20,760.00	241,770.00
	42nd St. REVENUE (Sales Tax Excluded)	13,538.27	14,760.56	19,104.79	23,711.81	32,279.14	26,345.84	27,229.04	25,115.65	24,891.54	22,446.10	23,706.47	23,084.90	276,214.11
Expenses														
Security Personnel		5,604.95	5,787.76	5,831.68	6,144.74	6,904.18	5,827.64	5,838.84	5,848.73	5,841.95	7,314.23	7,318.53	4,372.83	72,636.06
Attendant/Cashier Labor		2,799.31	2,176.24	2,401.98	2,282.34	4,954.28	2,354.58	2,347.81	2,411.70	2,509.83	2,381.85	2,569.08	2,377.11	31,566.11
FP&L		9.58	9.58	9.58	6,251.71	1,439.03	1,562.93	0.00	0.00	0.00	1,777.19	0.00	1,914.82	12,974.42
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	1,285.00	1,285.00	1,285.00	15,420.00
	42nd St. EXPENSES	9,698.84	9,258.58	9,528.24	15,963.79	14,582.49	11,030.15	9,471.65	9,545.43	9,636.78	12,758.27	11,172.61	9,949.76	132,596.59
	42nd St. PROFIT/(LOSS)	3,839.43	5,501.98	9,576.55	7,748.02	17,696.65	15,315.69	17,757.39	15,570.22	15,254.76	9,687.83	12,533.86	13,135.14	143,617.52

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
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COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **THE STATUS REPORT FOR THE REHABILITATION PROJECT OF FIRE STATION NO. 4.**

Previous Status Reports discussed the steps taken by the Administration to obtain a construction permit approval from the City and County regulatory agencies in order to relocate the historic Fire Station No. 4 building to a southwesterly position on the site (Phase I), as well as the developments of the design effort for the new Fire Station building (Phase II).

As previously reported the contractor presented a proposal, in the amount of $664,943, for relocation of the existing historic Fire Station No. 4 including the necessary workmanship, equipment and engineering services. This estimate was much higher than the previous projection. In addition to the costs of relocating the building some level of additional work would be necessary to structurally shore the building once it is moved. The complete scope was to be identified through a series of destructive tests, evaluation by the engineer, permitting by the Building Official, and then work by the contractor. MC Harry and Associates, the City's consultant, estimated the amount of this effort to be $125,000.

Based on Phase 1 previously estimated costs of $504,596, the proposal costs and the additional engineering services, etc. represented a shortfall in the range of $425,000 to $450,000. The differences between the original cost estimate by the Architect and the actual cost of the Contractor were primarily due to the refinement and development of information and plans at that point in the process.

The City Commission, on July 2, 2003, issued a directive to the Administration to pursue the demolition of the existing building. After thorough discussion, the City Commission instructed the Administration to request a Certificate of Appropriateness for Demolition from the Historic Preservation Board (HPB) for the existing building in an effort to reduce the overall project costs. The required application package was to be submitted in accordance with the HPB notice requirements and was to be placed on the HPB agenda for September 9, 2003. Depending on the recommendation of the HPB regarding the Certificate of Appropriateness for Demolition, the City Commission would have to make a final decision on the matter and give final instructions to the Administration in the meeting of September 10, 2003.

Agenda Item D
Date 9-10-03

Phase II Update

Phase 2 of the project, the design and construction of the new fire station, continues to proceed on schedule for a December 2003 / January 2004 bid, a construction start of March 2004 and a Substantial Completion date of March 2005. Requests from the Fire Department have been incorporated into the documents, and the designer continues to progress towards final permit review.

As described in the July 2, 2003 report, should the HPB and/or the City Commission grant the Certificate of Appropriateness for Demolition of the existing building, Phase 1 is estimated at a construction cost of approximately $100,000, Phase 2 is estimated at a construction cost of approximately $1,746,277, and FFE is estimated at approximately $200,000 for a total construction allocation of $2,046,277. Available funding is currently $1,939,686, producing an estimated shortfall of approximately $106,591.

A copy of the July 2, 2003 Commission Memorandum is attached for your reference.

JMG/RCM/TH/JECh
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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
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COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: July 2, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **DISCUSSION REGARDING THE STATUS REPORT OF THE GENERAL OBLIGATION BOND FUNDED PROJECT FOR THE REHABILITATION OF FIRE STATION NO. 4.**

Previous Status Reports discussed the steps taken by the Administration to obtain construction permit approval from the City and County regulatory agencies in order to relocate the historic Fire Station No. 4 building to a southwesterly position on the site (Phase I), as well as the developments of the design effort for the new Fire Station building (Phase II). While plans and construction efforts have advanced as anticipated, new information has been developed that warrants a full City Commission review and discussion.

Phase I Update

The Job Order Contract (JOC) contractor to whom construction documents were submitted sent its initial cost proposal on June 18, 2003 (Attachment 1) for relocation of the existing historic Fire Station No. 4. The contractor proposes to furnish most of the necessary workmanship, equipment and engineering services for the relocation of the building for the amount of $664,943.05. This estimate is much higher than the previous projection.

In addition to the costs of relocating the building, as noted below, some level of additional work will be necessary to structurally shore the building once it is moved. Unfortunately, the level of work needed cannot be known until the building is fully relocated because this work, in part, will be needed in order to address existing deficiencies as well as any that occur incidental to the relocation effort. The complete scope will be identified through a series of destructive tests, evaluation by the engineer, permitting by the Building Official, and then work by the contractor. MC Harry and Associates has previously estimated the amount of this effort to be $125,000.

Additionally, the current cost proposal may be modified when all comments from the permitting agencies are complete and a new set of revised documents including those comments are resubmitted to the contractor. There are also additional costs that are not factored into the number above that must also be considered as the City is likely to incur a substantial portion, if not all, of them. All costs are outlined in the table below.

Agenda Item R9C
Date 7-2-03

1. Building Relocation Costs	$	664,943
2. Proposed 2% contingency for additional changes required by permitting agencies changes or comments	$	13,299
3. Anticipated Structural Repairs (estimate, to be confirmed after exploratory tests are performed after building relocation)	$	125,000
4. Special Inspector required by Building Department	$	9,828
5. 10% Construction Contingency	$	80,324
6. 4% Professional Fees for The Gordian Group (JOC consulting firm)	$	35,775
Total Estimated Costs for Relocations	$	929,169

Since Phase 1 costs were previously estimated to be $504,596, this presents an additional shortfall in the range of $425,000 to $450,000.

The difference between the original cost estimate by the Architect and the actual cost of the Contractor are primarily due to the refinement and development of information and plans at this point in the process. The added items comprise generally the construction of a temporary road that would allow the heavy duty moving equipment (with the building) to transit safely from the building's current location to the specified southwesterly position on the site. In addition, the water table level in the immediate vicinity of the building would require the contractor to provide a stabilizing soil base in order to provide a solid maneuvering platform support for the cranes and jacks used to lift the building. These two elements were not anticipated in the original cost estimate.

As indicated in previous Project Status Reports, the renovation of the building's interior is not funded. As a result, it is not included in the current scope of the Project. The current scope of the Project only relocates the building and provides structural improvements to stabilize it. The building will not be habitable until further renovations, outside this project, are completed.

The following analysis is an illustration of the process that will be followed in the event the City Commission, on July 2, 2003, issues a directive to the Administration to either pursue additional funding sources to cover the projected deficit or the demolition of the existing building:

A. Scenario 1: Additional funding is authorized for the Project (see Table 1).
On July 2, 2003, if additional funding is authorized by the Mayor and City Commission to cover the projected deficit for the Project, those funds would need to be appropriated by the City Commission during the meeting of July 30, 2003. Consequently, the Phase 1 timeline for construction would be modified as follows:

- July 30, 2003: Presentation of a Resolution to the Mayor and City Commission for the appropriation of the additional funds.

- August 2003: Issuance of a Notice to Proceed to the contractor to commence with the Work.
- December 2003: Anticipated Substantial Completion
- January 2004: Anticipated Project close-out

B. Scenario 2: Additional funding is not available for the Project.
In the event no additional funding is identified for the Project, the Administration, for illustration, is offering the following options:

Option 1 (see Table 2): On July 2, 2003, the Mayor and City Commission may direct the Administration to put the Project on hold until additional funding sources are identified and further appropriation is made to cover the projected deficit.

If Phase 1 was put on hold, the timeline for Phase 2, consisting of the construction of the new Fire Station would also be directly affected since the new building is planned to be constructed in the same location as the historic building.

Option 2 (see Tables 3 and 4): If, on July 2, 2003, the Mayor and City Commission directs the Administration to pursue the demolition of the existing building, then the project would need to be presented to the Historic Preservation Board for a recommendation in the HPB meeting of September 9, 2003:

a) The HP Board may revise their initial order to relocate the building and may concur with the City Commission's decision to demolish the existing Fire Station.

   In that event, the impact on the project timeline would be minimal since both phases of the project would merge and the demolition of the historic Station would be bid as an integral part of the whole package. The cost for demolition of the entire historic structure is estimated to be $100,000.

b) On September 9, 2003, the HP Board's vote may be contrary to the City Commission's decision to demolish the building. In that event, the Project would be brought back to the City Commission on September 10, 2003 or October 15, 2003 for a final decision on the fate of the building. The cost for demolition of the entire historic structure is estimated to be $100,000.

   If the City Commission decides to override the HP Board's decision, the remaining project, including demolition, could be issued for bids in Fall 2003, and a Notice to Proceed could be issued in early 2004.

Phase II Update

Concurrent with the Phase I developments noted above, and as indicated in the Project Status Report of June 11, 2003, 75% construction documents were submitted for the City's review by MC Harry and Associates. This review is ongoing.

During the months of May and June 2003, a series of meetings with Fire Department personnel were held to review the construction documents for the new building as well as telecommunications and Furniture, Fixtures and Equipment (FF&E) issues. The latest of such meetings was held on June 23, 2003, with Fire Department Senior Staff who expressed legitimate operational concerns regarding the current design limitations caused by the Project's budgetary constraints and the space constraints of the site. The areas of immediate concern are the Kitchen and Dormitory areas.

In order to address the Fire Department's issues, CIP Staff will revisit specific design issues with MC Harry and Associates, the City's consultant. It must be noted that possible solutions may include extending the current building footprint to the South and to the West. Additional services fees for the consultant to do these changes are anticipated. The addition of more usable space to the Project would also augment the current deficit. If funding were made available to implement any changes in the design, a schedule adjustment of sixty (60) to ninety (90) days is anticipated.

It should be noted that this project has been proceeding in an expedited fashion since final approval from the Historic Preservation Board was achieved in July 2002. Progress on the project has been focused on completing design and getting into construction as quickly as possible, with interior space layouts and ergonomic items taking a secondary priority to speed. At this point in time, the space, while functional, needs to be "tweaked" by the end user, the Fire Department, in order to ensure their operational concurrence. Although this may present an additional 60 to 90 days of time to the current project schedule, this is a normal adjustment, and an appropriate measure, to do this project right.

If modifications are made to the current design, CIP staff estimates bidding of Phase II will move from the current projection of September/October 2003 to December 2003/January 2004, with a project construction commencement date moving from January 2004 to March 2004.

At this time, Fire Department personnel, assisted by CIP staff, will prepare a comprehensive list of FF&E that are presently unfunded. At the commencement of the project, a decision was made to only include building related construction costs in the capital budget. As a result, there was no allocation made in the capital budget for FF&E. During recent G.O. Bond Oversight Committee meetings and City Commission meetings, several expressions of interest have been made by members to include the FF&E amounts in the discussion of the overall funding for Fire Station No. 4. For Fire Station No. 2, an allocation of $165,000 was set aside for FF&E, suggesting that the respective budgets for the two stations were treated differently. As an FF&E budget has not yet been established for Fire Station No. 4 and because the FF&E amount for Fire Station No. 2 may not be adequate (the final number will be determined through future sessions with the Fire Station No. 2 team), staff is recommending a planning number of $200,000 be used at this time.

As reported in the last Status Report, the current estimate from MC Harry for Phase 2 of the project (Attachment 2) is $2,250,873. Total construction funding for Phase 2 is $1,939,686, which leaves a current shortfall for Phase 2 at approximately $311,187. As noted above, for

planning purposes, staff estimates FF&E for the Fire Station No. 4 facility to be in the area of $200,000. This amount is presently being evaluated by staff and is subject to change as the list is developed.

For Phase 1 and Phase 2, the project is short an estimated $736,187 to $761,187, plus the amount estimated for FF&E of $200,000, for a total estimated shortfall of $936,000 to $961,187.

The Administration will continue informing the Mayor and City Commission on the important events of the Project.

CONCLUSION

Essentially, the current situation represents the convergence of two highly important and emotional issues: historic preservation and fire safety, respectively. The City has, and continues to, vigorously support both areas through funding commitments, ordinances, and policies. In fact, with this project, we have attempted to satisfy both of these policy goals by trying to preserve a cultural and historic icon that is clearly obsolete as a Fire Station, and by trying to design a state-of-the-art Fire Station that will serve the North Beach community for the next 30 to 50 years.

We have, however, reached a crossroads, where it has become clear that the present pot of funding, $1,939,686, is sufficient to accomplish only one of these two policy goals. We can choose to add almost $1 million to this project to address both of these policy goals, or we can decide to revisit the previous discussions on the cultural significance of the historic building. Please keep in mind that the historic building requires an estimated $770,000 in additional funds, over and above the $1 million noted above, to make it a useable facility.

With this situation, the Administration can provide the factual and detailed information needed by the Commission to assist in making such a decision. However, the decision is one that represents the community's cultural and historic values. While staff can determine whether or not a building is architecturally significant, whether or not a building reflects the historic nature of the area, or whether or not the building is a final remaining example of an architect's work, staff is not in the best position to determine if a building has an intrinsic value to the community that rises to a level of spending $1.8 million of taxpayer dollars to preserve.

In considering your decision, please be aware that this highly visible and important project is "on hold" until a decision is made. The City may be able to allocate sufficient funds from various reserves, such as the Capital Reserve Fund, to fund both projects. Depending upon the source of funds, various other issues may arise on our financial rating, operations or other capital projects. If the Commission wishes to fund these added costs the Administration will make every effort to work through any of the issues that may arise for a designated funding source.

JMG/RCM/TH/MM
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Fire Station #4
City Commission Status Report for July 2, 2003
Summary Chart of Options

	Funding	Costs	Estimated Shortfall	Projected Construction Start	Projected Construction Finish
Current Situation					
Phase 1	$ 504,596	$ 929,169	$ (424,573)	August-03	January-04
Phase 2	$ 1,435,090	$ 1,746,277	$ (311,187)	January-04	January-05
FF&E (estimated)	$ -	$ 200,000	$ (200,000)		
Total	$ 1,939,686	$ 2,875,446	$ (935,760)		

TABLE 1

Scenario 1 - Additional Funds Available					
Phase 1	$ 929,169	$ 929,169	$ -	August-03	January-04
Phase 2	$ 1,746,277	$ 1,746,277	$ -	March-04	March-05
FF&E (estimated)	$ 200,000	$ 200,000	$ -		
Total	$ 2,875,446	$ 2,875,446	$ -		

Action Required by City Commission on July 30, 2003: Appropriation of $935,760 from Capital Reserve Fund, or other source
Assumes additional time on Phase 2 of 90 days to address dormitory and kitchen issues
Assumes additional costs for structural shoring is limited to A/E estimate of $125,000

TABLE 2

Scenario 2 - No Additional Funds Available				
Option 1				
Phase 1	$ 504,596	$ 929,169	$ (424,573)	Placed on Hold
Phase 2	$ 1,435,090	$ 1,746,277	$ (311,187)	Placed on Hold
FF&E (estimated)	$ -	$ 200,000	$ (200,000)	
Total	$ 1,939,686	$ 2,875,446	$ (935,760)	

Action Required by City Commission on July 30, 2003: Direction to place project on hold
Assumes additional time on Phase 2 of 90 days to address dormitory and kitchen issues
Assumes additional costs for structural shoring is limited to A/E estimate of $125,000

TABLE 3

Scenario 2 - No Additional Funds Available			**Building demolished with HPB Approval**		
Option 2A					
Phase 1	$ 100,000	$ 100,000	$ -	N/A	N/A
Phase 2	$ 1,839,686	$ 1,746,277	$ 93,409	March-04	March-05
FF&E (estimated)	$ -	$ 200,000	$ (200,000)		
Total	$ 1,939,686	$ 2,046,277	$ (106,591)		

Action Required by City Commission on July 30, 2003: Direction to demolish historic building
Action Required by Historic Preservation Board on September 9, 2003: Approval to demolish historic building
Assumes additional time on Phase 2 of 90 days to address dormitory and kitchen issues
Assumes additional costs for structural shoring is limited to A/E estimate of $125,000

TABLE 4

Scenario 2 - No Additional Funds Available			**Building demolished without HPB Approval**		
Option 2B					
Phase 1	$ 100,000	$ 100,000	$ -	N/A	N/A
Phase 2	$ 1,839,686	$ 1,746,277	$ 93,409	March-04	March-05
FF&E (estimated)	$ -	$ 200,000	$ (200,000)		
Total	$ 1,939,686	$ 2,046,277	$ (106,591)		

Action Required by City Commission on July 30, 2003: Direction to demolish historic building
Action Required by Historic Preservation Board on September 9, 2003: Denial to demolish historic building
Action Required by City Commission on October 15, 2003: Override HPB denial and 2nd direction to demolish historic building
Assumes additional time on Phase 2 of 90 days to address dormitory and kitchen issues
Assumes additional costs for structural shoring is limited to A/E estimate of $125,000

June 18, 2003	COST PROPOSAL DETAIL Job Order Construction Services	City of Miami Beach
Project Number 75.01.02.CIP.004.00	Fire Station No4 relocation	

Sect.	Item	Mod.	UOM	Description	Line Total
	Wbs		User Note		

Section 01-General Conditions

01152	1122		CRW	3 Person Survey Crew (Surveyor, Rodman, Chainman, Equipment And Instruments)					$4,853.50
					Quantity	Unit Price	Fact.	Total	
WBS - 01000 WBS - 01000			Installation		48.00 x	97.46 x	1.0375 =	4,853.5080	
			Survey points and Pile lay out						
01152	1211		EA	Install Survey Monument					$57.50
					Quantity	Unit Price	Fact.	Total	
WBS - 01000 WBS - 01000			Installation		1.00 x	55.43 x	1.0375 =	57.5086	
01501	1003		MO	Portable Toilets, Chemical					$373.50
					Quantity	Unit Price	Fact.	Total	
WBS - 01000 WBS - 01000			Installation		6.00 x	60.00 x	1.0375 =	373.5000	
01501	2001		EA	Construction Sign, (Temporary-Post Mounted)					$234.86
					Quantity	Unit Price	Fact.	Total	
WBS - 01000 WBS - 01000			Installation		1.00 x	226.38 x	1.0375 =	234.8693	
01530	2003		LF	Temporary 8' High Chain Link Fence & Posts, Up To 12 Months, Excluding Vehicle Gates					$8,190.85
					Quantity	Unit Price	Fact.	Total	
WBS - 02000 WBS - 02000			Installation		1,080.00 x	7.31 x	1.0375 =	8,190.8550	
01530	2008		EA	Temporary 8' High Chain Link Vehicle Gate & Posts Set In Earth 2 Ft Deep, With Double Rail. Includes Digging Hole & Removal					$1,111.66
					Quantity	Unit Price	Fact.	Total	
WBS - 02000 WBS - 02000			Installation		6.00 x	178.58 x	1.0375 =	1,111.6605	
01530	2013		EA	6' x 6' Temporary Tree Guard, 2x4 Construction, 4 Uprights Set In Earth 2 Ft Deep, With Double Rail. Includes Digging Hole & Removal					$537.84
					Quantity	Unit Price	Fact.	Total	
WBS - 01000 WBS - 01000			Installation		8.00 x	64.80 x	1.0375 =	537.8400	
01610	3003		MO	Rolling Scaffolding 14' To 20' Complete With Wheels, Railings, Etc., (5' Wide X 7' Long Section)					$2,522.21
					Quantity	Unit Price	Fact.	Total	
WBS - 01000 WBS - 01000			Installation		15.00 x	162.07 x	1.0375 =	2,522.2144	

Job Order Proposal 75.01.02.CIP.004.00 Fire Station No4 relocation

Sect.	Item	Mod.	UOM	Description	Line Total
	Wbs		User Note		
01630	2014		EA	20 CY Dumpster (7 Ton Capacity) "Construction Debris" Note: Price Includes Service To Deliver And Pick-up Of Dumpster, Hauling Of Debris, Rental Of Dumpster And Disposal Fee.	$1,494.00

		Quantity	Unit Price	Fact.	Total
WBS - 01000 WBS - 01000	Installation	6.00 x	240.00 x	1.0375 =	1,494.0000

Sect.	Item	Mod.	UOM	Description	Line Total
01630	2015		EA	30 CY Dumpster (10 Ton Capacity) "Construction Debris" Note: Price Includes Service To Deliver And Pick-up Of Dumpster, Hauling Of Debris, Rental Of Dumpster And Disposal Fee.	$4,108.50

		Quantity	Unit Price	Fact.	Total
WBS - 01000 WBS - 01000	Installation	12.00 x	330.00 x	1.0375 =	4,108.5000

Sect.	Item	Mod.	UOM	Description	Line Total
01630	4001		CY	Rubbish Handling Via Stairs, Per CY Of Material Per Floor	$831.66

		Quantity	Unit Price	Fact.	Total
WBS - 01000 WBS - 01000	Installation	480.00 x	1.67 x	1.0375 =	831.6600

Sect.	Item	Mod.	UOM	Description	Line Total
01641	0116		MO	Air-Compressor, Gas Portable, 175 CFM, 90 HP Lift	$1,245.00

		Quantity	Unit Price	Fact.	Total
WBS - 01000 WBS - 01000	Installation	2.00 x	600.00 x	1.0375 =	1,245.0000

Sect.	Item	Mod.	UOM	Description	Line Total
01641	2316		MO	8' X 28' Office, With Toilet Lift	$1,239.21

		Quantity	Unit Price	Fact.	Total
WBS - 01000 WBS - 01000	Installation	6.00 x	199.07 x	1.0375 =	1,239.2108

Sect.	Item	Mod.	UOM	Description	Line Total
01641	2316	2331	MO	For Delivery And Set-Up (Block & Level), Add Per Each	$155.62

		Quantity	Unit Price	Fact.	Total
WBS - 01000 WBS - 01000	Installation	1.00 x	150.00 x	1.0375 =	155.6250

Sect.	Item	Mod.	UOM	Description	Line Total
01641	2316	2332	MO	For Knock-down & Pick-up, Add Per Each	$119.31

		Quantity	Unit Price	Fact.	Total
WBS - 01000 WBS - 01000	Installation	1.00 x	115.00 x	1.0375 =	119.3125

Sect.	Item	Mod.	UOM	Description	Line Total
01641	2316	2333	MO	For Anchoring Into Dirt, Add	$62.25

		Quantity	Unit Price	Fact.	Total
WBS - 01000 WBS - 01000	Installation	1.00 x	60.00 x	1.0375 =	62.2500

Sect.	Item	Mod.	UOM	Description	Line Total
01641	2412		MO	Storage Container, 8'x8'x20' Lift	$458.78

		Quantity	Unit Price	Fact.	Total
WBS - 01000 WBS - 01000	Installation	6.00 x	73.70 x	1.0375 =	458.7825

Sect.	Item	Mod.	UOM	Description	Line Total
01641	2412	2415	MO	For Drop-off Or Pick-up (Each Way), Add	$155.62

		Quantity	Unit Price	Fact.	Total
WBS - 01000 WBS - 01000	Installation	2.00 x	75.00 x	1.0375 =	155.6250

Job Order Proposal 75.01.02.CIP.004.00 Fire Station No4 relocation

Sect.	Item	Mod.	UOM	Description						Line Total
	Wbs		User Note							
01641	2422		MO	Desk Chair, Rolling Lift						$64.11
					Quantity	Unit Price	Fact.		Total	
	WBS - 01000		Installation		6.00 x	10.30 x	1.0375 =		64.1175	
	WBS - 01000									
01641	2431		EA	Phone Hook-Up Lift						$46.99
					Quantity	Unit Price	Fact.		Total	
	WBS - 01000		Installation		1.00 x	45.30 x	1.0375 =		46.9988	
	WBS - 01000									
01641	2432		MO	Local Phone Service Lift						$179.46
					Quantity	Unit Price	Fact.		Total	
	WBS - 01000		Installation		6.00 x	28.83 x	1.0375 =		179.4668	
	WBS - 01000									
01641	2433		MO	Fax Machine Lift						$128.17
					Quantity	Unit Price	Fact.		Total	
	WBS - 01000		Installation		6.00 x	20.59 x	1.0375 =		128.1728	
	WBS - 01000									
01641	2434		MO	Copier Lift						$205.11
					Quantity	Unit Price	Fact.		Total	
	WBS - 01000		Installation		6.00 x	32.95 x	1.0375 =		205.1138	
	WBS - 01000									
01641	2435		MO	Steps Lift						$232.06
					Quantity	Unit Price	Fact.		Total	
	WBS - 01000		Installation		6.00 x	37.28 x	1.0375 =		232.0680	
	WBS - 01000									
01641	3823		MO	Loader-Backhoe, 1-3/4 CY, 30" Bucket, 18'-0" Depth, 112 HP With Full-time Operator						$25,527.72
					Quantity	Unit Price	Fact.		Total	
	WBS - 01000		Installation		3.00 x	8,201.68 x	1.0375 =		25,527.7290	
	WBS - 01000									
01641	4066		MO	Platform 39" x 120" x 60' Height, 1250# PSI, With Coupling						$5,079.00
					Quantity	Unit Price	Fact.		Total	
	WBS - 01000		Installation		3.00 x	1,631.81 x	1.0375 =		5,079.0086	
	WBS - 01000									
01641	5138		WK	Tandem Dump Truck, 12 Ton Payload With Full-time Truck Driver						$9,365.20
					Quantity	Unit Price	Fact.		Total	
	WBS - 01000		Installation		3.00 x	3,008.90 x	1.0375 =		9,365.2013	
	WBS - 01000									
01641	5731		DAY	Cranes Hydraulic, 70 Ton Lift, With Full-time Operator (Per Person Needed, Per Day)						$3,307.68
					Quantity	Unit Price	Fact.		Total	
	WBS - 01000		Installation		3.00 x	1,062.71 x	1.0375 =		3,307.6849	
	WBS - 01000									

Job Order Proposal 75.01.02.CIP.004.00 Fire Station No4 relocation

Sect.	Item	Mod.	UOM	Description	Line Total
	Wbs		User Note		
01641	7402		WK	4000 To 5999 LB Forklift With Full-time Operator (Per Person Needed, Per Day)	$1,401.81

		Quantity		Unit Price		Fact.		Total
WBS - 01000 WBS - 01000	Installation	1.00	x	1,351.15	x	1.0375	=	1,401.8181

01641	7532	WK	Excavator, 1-1/2 To 1-3/8 CY With Full-time Operator (Per Person Needed, Per Day)	$2,242.69

		Quantity		Unit Price		Fact.		Total
WBS - 02000 WBS - 02000	Installation	1.00	x	2,242.69	x	1.0000	=	2,242.6900

01641	8204	DAY	3000 PSI Gas Pressure Washer With Full-time Operator (Per Person Needed, Per Day)	$768.25

		Quantity		Unit Price		Fact.		Total
WBS - 01000 WBS - 01000	Installation	1.00	x	740.49	x	1.0375	=	768.2584

01641	8406	MO	60" Wide, 1/3 CY Bobcat, Diesel With Full-time Operator Driver	$5,678.74

		Quantity		Unit Price		Fact.		Total
WBS - 01000 WBS - 01000	Installation	1.00	x	5,473.49	x	1.0375	=	5,678.7459

01641	8409	MO	Hydraulic Hammer Attachment Driver	$1,341.20

		Quantity		Unit Price		Fact.		Total
WBS - 01000 WBS - 01000	Installation	1.00	x	1,292.73	x	1.0375	=	1,341.2074

01641	8648	WK	11-12 Ton Smooth Drum, Selfpropelled, With Full-time Operator	$2,316.88

		Quantity		Unit Price		Fact.		Total
WBS - 02000 WBS - 02000	Installation	1.00	x	2,233.14	x	1.0375	=	2,316.8828

01641	9306	MO	90-105 HP, D4 Or D5 Bulldozer, With Fulltime Operator Fee, Delivery On Truck With Trailer, Set-up & Return	$8,816.63

		Quantity		Unit Price		Fact.		Total
WBS - 01000 WBS - 01000	Installation	1.00	x	8,497.96	x	1.0375	=	8,816.6335

01641	9904	EA	Bobcat Delivery (Or Similar Sized Equipment), Equipment Delivery Fee, Delivery On Truck With Trailer, Set-up & Return	$81.52

		Quantity		Unit Price		Fact.		Total
WBS - 01000 WBS - 01000	Installation	1.00	x	78.58	x	1.0375	=	81.5268

01641	9905	EA	Backhoe, Dozer, Loader Or Excavator (Or Similar Sized Equipment) Up To 250 HP Equipment Delivery Fee, Delivery On Truck With Trailer, Set-up & Return	$369.63

		Quantity		Unit Price		Fact.		Total
WBS - 01000 WBS - 01000	Installation	1.00	x	356.27	x	1.0375	=	369.6301

Job Order Proposal 75.01.02.CIP.004.00 Fire Station No4 relocation

Sect.	Item	Mod.	UOM	Description	Line Total
	Wbs		User Note		
01641	9906		EA	Backhoe, Dozer, Loader Or Excavator (Or Similar Sized Equipment) > 250 HP	$554.36
				Equipment Delivery Fee, Delivery On Truck With Trailer, Set-up & Return	
				Quantity Unit Price Fact. Total	
	WBS - 01000		Installation	1.00 x 534.33 x 1.0375 = 554.3674	
	WBS - 01000				
01661	1112		EA	Laboratory Compaction Test, ASTM D1557 Note: 2 test minimum.	$2,430.86
				Quantity Unit Price Fact. Total	
	WBS - 01000		Installation	20.00 x 117.15 x 1.0375 = 2,430.8625	
	WBS - 01000				
01661	1121		EA	Proctor Compaction 6" Standard Mold Note: Florida Department of Health and	$315.40
				Rehabilitative Services, Chapter 100-6.57. 2 per job minimum.	
				Quantity Unit Price Fact. Total	
	WBS - 01000		Installation	2.00 x 152.00 x 1.0375 = 315.4000	
	WBS - 01000				
01661	2111		EA	Compression, 6 X 12 Cylinder ASTM C 39 Note: Price is per mix, first of any	$311.25
				series. Materials furnished by supplier, laboratory sampling included, 1 trial batch and 6 cyl. tests.	
				Quantity Unit Price Fact. Total	
	WBS - 01000		Installation	20.00 x 15.00 x 1.0375 = 311.2500	
	WBS - 01000				
01661	6342		HR	Pile Driving Inspection Note: 4 hour minimum.	$1,452.50
				Quantity Unit Price Fact. Total	
	WBS - 01000		Installation	40.00 x 35.00 x 1.0375 = 1,452.5000	
	WBS - 01000				
				Subtotal for 01	**$99,969.25**

Section 02-Site Work

02011	8001		EA	Minimum Set-up Charge For Boring For projects where the total boring charge	$1,348.75
				is less than the minimum set-up charge. Use this item exclusively. This item should not be used in conjunction with any other items in this section.	
				Quantity Unit Price Fact. Total	
	WBS - 02000		Installation	2.00 x 650.00 x 1.0375 = 1,348.7500	
	WBS - 02000				
				For relocating monitoring wells	
02102	1404		EA	Stump Removal, >24" To 36" (>61 cm To 91 cm) Diameter, Includes Loading	$1,280.73
				Quantity Unit Price Fact. Total	
	WBS - 02000		Installation	9.00 x 137.16 x 1.0375 = 1,280.7315	
	WBS - 02000				
02102	1415		EA	Tree Removal, >36" To 48" (>91 cm To 121 cm) D.B.H. (Diameter & Breast &	$4,531.76
				Height), Includes Cutting Up Tree, Chipping & Loading.	
				Quantity Unit Price Fact. Total	
	WBS - 02000		Installation	9.00 x 485.33 x 1.0375 = 4,531.7689	
	WBS - 02000				

Job Order Proposal 75.01.02.CIP.004.00 Fire Station No4 relocation

Sect.	Item	Mod.	UOM	Description	Line Total
	Wbs		User Note		
02111	3204		CCF	Demo Reinforced Concrete Building With Bulldozer/Excavator Remove Building, By Building Volume	$27,135.25
				Quantity / Unit Price / Fact. / Total	
WBS - 02000			Installation	547.05 x 47.81 x 1.0375 = 27,135.2528	
WBS - 02000					
02112	1111		SY	Break-up Bituminous Pavement With Loader, 1" To 3" Hammer, 1" To 3"	$1,658.34
				Quantity / Unit Price / Fact. / Total	
WBS - 02000			Installation	720.00 x 2.22 x 1.0375 = 1,658.3400	
WBS - 02000					
02112	1211		SY	Break-up And Demo To 3" Thick Concrete Or Bituminous, Without Reinforcing	$1,781.12
				Note: Work includes breaking into manageable size by machine, removal and loading onto a truck or dumpster.	
				Quantity / Unit Price / Fact. / Total	
WBS - 02000			Installation	315.00 x 5.45 x 1.0375 = 1,781.1281	
WBS - 02000					
02119	1209		TON	Landfill Dump Fee (All Materials Except Hazardous & Tires)	$15,303.54
				Quantity / Unit Price / Fact. / Total	
WBS - 02000			Installation	240.00 x 61.46 x 1.0375 = 15,303.5400	
WBS - 02000					
02210	1005		SY	Rough Grade Small Area With Dozer Concrete Placement	$1,397.46
				Quantity / Unit Price / Fact. / Total	
WBS - 02000			Installation	4,345.00 x 0.31 x 1.0375 = 1,397.4606	
WBS - 02000					
02210	3103		SY	Subgrade Structure Grading Structures & Slabs, With Bobcat Concrete Placement	$806.13
				Quantity / Unit Price / Fact. / Total	
WBS - 02000			Installation	2,100.00 x 0.37 x 1.0375 = 806.1375	
WBS - 02000					
02210	3202		SF	Finish Grade Structures & Slabs, By Hand, Hand Clean For Concrete Placement	$473.10
				Quantity / Unit Price / Fact. / Total	
WBS - 02000			Installation	2,400.00 x 0.19 x 1.0375 = 473.1000	
WBS - 02000					
02210	4212		SY	Trim & Shape Area With Bobcat Or Front End Loader	$1,622.85
				Quantity / Unit Price / Fact. / Total	
WBS - 02000			Installation	4,345.00 x 0.36 x 1.0375 = 1,622.8575	
WBS - 02000					
02213	4037		TON	Limestone, 3/8" To 7/8"	$53,992.22
				Quantity / Unit Price / Fact. / Total	
WBS - 02000			Installation	5,455.00 x 9.54 x 1.0375 = 53,992.2263	
WBS - 02000					
02244	1001		CSF	Soil Poisoning	$984.17
				Quantity / Unit Price / Fact. / Total	
WBS - 03000			Installation	340.00 x 2.79 x 1.0375 = 984.1725	
WBS - 03000					

Job Order Proposal 75.01.02.CIP.004.00 Fire Station No4 relocation

Sect.	Item	Mod.	UOM	Description					Line Total
	Wbs		User Note						
02264	2101		LF	2' High Silt Fence with Stakes at 4' O.C With Stakes					$146.08
					Quantity	Unit Price	Fact.	Total	
	WBS - 02000		Installation		220.00 x	0.64 x	1.0375 =	146.0800	
	WBS - 02000								
02311	3003		VLF	Concrete Pile, >15-20 FT					$51,441.84
					Quantity	Unit Price	Fact.	Total	
	WBS - 02000		Installation		750.00 x	66.11 x	1.0375 =	51,441.8438	
	WBS - 02000								
02530	1101		LF	Deliver, Install & Removal Of Well Point System Available)					$15,856.32
					Quantity	Unit Price	Fact.	Total	
	WBS - 02000		Installation		480.00 x	31.84 x	1.0375 =	15,856.3200	
	WBS - 02000								
02530	1205		LFD	Well Point System 401 To 500 Foot In Length (LF x Days = Quantity.)					$478.08
					Quantity	Unit Price	Fact.	Total	
	WBS - 02000		Installation		480.00 x	0.96 x	1.0375 =	478.0800	
	WBS - 02000								
02530	1302		WK	Operation Costs Per Week					$17,696.89
					Quantity	Unit Price	Fact.	Total	
	WBS - 02000		Installation		3.00 x	5,685.75 x	1.0375 =	17,696.8969	
	WBS - 02000								
02711	1109		VLF	12" (31 cm) Diameter Hole, Auger By Machine Fence Post Hole In Soil					$726.66
					Quantity	Unit Price	Fact.	Total	
	WBS - 02000		Installation		136.00 x	5.15 x	1.0375 =	726.6650	
	WBS - 02000								
			Fence around relocated building						
02711	1318		VLF	Concrete Fill, 12" (31 cm) Diameter Hole 6' In Length					$1,054.01
					Quantity	Unit Price	Fact.	Total	
	WBS - 02000		Installation		136.00 x	7.47 x	1.0375 =	1,054.0170	
	WBS - 02000								
02711	3102		LF	5' Galvanized Chain Link Fence, 9 Gauge Coiled Spring Mesh, Top Rail, Line Post @ 10' O.C.					$2,530.72
					Quantity	Unit Price	Fact.	Total	
	WBS - 02000		Installation		275.00 x	8.87 x	1.0375 =	2,530.7219	
	WBS - 02000								
			Fence Around Relocated Building						
02713	2003		LF	Board Fence, 3 - 2" x 4" Rails, 5' High 1" x 4" Boards, Preservative Treated					$229.99
					Quantity	Unit Price	Fact.	Total	
	WBS - 02000								
	WBS - 02000		Demolition		326.00 x	0.68 x	1.0375 =	229.9930	
			For demolition of existing wood fence						
02771	1101		EA	22" x 28" x 28" Benches With Backs Legs					$15.12
					Quantity	Unit Price	Fact.	Total	
	WBS - 02000								
	WBS - 02000		Demolition		1.00 x	14.58 x	1.0375 =	15.1268	
				Subtotal for 02					**$202,491.21**

Job Order Proposal 75.01.02.CIP.004.00 Fire Station No4 relocation

Sect.	Item	Mod.	UOM	Description	Line Total
	Wbs		User Note		

Section 03-Concrete

03110	1204		SF	Grade Beam Forms, Plywood Forms, Form & Strip With Accessories Form & Strip With Accessories					$4,656.30
				Quantity	Unit Price	Fact.	Total		
WBS - 03000			Installation	2,400.00 x	1.87 x	1.0375 =	4,656.3000		
WBS - 03000									
03110	1204		SF	Grade Beam Forms, Plywood Forms, Form & Strip With Accessories Form & Strip With Accessories					$4,656.30
				Quantity	Unit Price	Fact.	Total		
WBS - 03000			Installation	2,400.00 x	1.87 x	1.0375 =	4,656.3000		
WBS - 03000									
03110	1314		SF	Pile Cap Forms, Square Or Rectangular, Plywood Forms, Form & Strip With Accessories					$887.47
				Quantity	Unit Price	Fact.	Total		
WBS - 03000			Installation	364.00 x	2.35 x	1.0375 =	887.4775		
WBS - 03000									
03110	1324		SF	Pile Cap Forms, Triangular Or Hexagonal, Plywood Forms, Form & Strip With Accessories					$246.63
				Quantity	Unit Price	Fact.	Total		
WBS - 03000			Installation	84.00 x	2.83 x	1.0375 =	246.6345		
WBS - 03000									
03210	1006		TON	Grade 60 Resteel, Footings & Slabs, #7-Up cm Long), Deformed					$19,627.98
				Quantity	Unit Price	Fact.	Total		
WBS - 03000			Installation	18.00 x	1,051.03 x	1.0375 =	19,627.9853		
WBS - 03000									
03311	1151		CY	Pour Grade Beam, Regular, Crane & Bucket, 3000 PSI Concrete Foundations					$5,651.26
				Quantity	Unit Price	Fact.	Total		
WBS - 03000			Installation	65.00 x	83.80 x	1.0375 =	5,651.2625		
WBS - 03000									
03311	1151	3008	CY	For 5000 PSI, Add 200 CY					$508.47
				Quantity	Unit Price	Fact.	Total		
WBS - 03000			Installation	65.00 x	7.54 x	1.0375 =	508.4788		
WBS - 03000									

Subtotal for 03 **$36,234.43**

Section 07-Thermal and Moisture

07322	1101		SQ	Concrete Roof Tile, 13"x16-1/2", 90/SQ, 950 LB/SQ, Earthtone Colors, Corrugated					$1,169.67
				Quantity	Unit Price	Fact.	Total		
WBS - 07000			Installation	3.00 x	288.90 x	1.0375 =	899.2013		
WBS - 07000			Demolition	3.00 x	86.90 x	1.0375 =	270.4763		
			For roof tile work						

Job Order Proposal 75.01.02.CIP.004.00 Fire Station No4 relocation

Sect.	Item	Mod.	UOM	Description						Line Total
	Wbs		User Note							
07542	1002		SQ	Vinyl Liquid Roofing, 4 Mils						$1,493.78
					Quantity	Unit Price	Fact.		Total	
	WBS - 07000		Installation		3.00 x	479.93 x	1.0375 =		1,493.7821	
	WBS - 07000									
			For front canopy roofing							
07590	1142		EA	Minimum Charge For Roof Repair						$828.17
					Quantity	Unit Price	Fact.		Total	
	WBS - 07000		Installation		8.00 x	99.78 x	1.0375 =		828.1740	
	WBS - 07000									
07620	1304		SF	Copper Flashing, 20 Ounce < 500# With Galvanized Steel Anchor Plate						$791.82
					Quantity	Unit Price	Fact.		Total	
	WBS - 07000		Installation		120.00 x	6.36 x	1.0375 =		791.8200	
	WBS - 07000									
07620	1402		LF	24" Copper Roof Transition Cover With Galvanized Steel Anchor Plate						$990.19
					Quantity	Unit Price	Fact.		Total	
	WBS - 07000		Installation		80.00 x	11.93 x	1.0375 =		990.1900	
	WBS - 07000									
07920	1002		CLF	Oil Base Caulk & Seal, 1/4"x3/8" Joint Note: For unglazed tile or unpolished stone, matte finish.						$5,113.11
					Quantity	Unit Price	Fact.		Total	
	WBS - 07000		Installation		85.00 x	45.94 x	1.0375 =		4,051.3338	
	WBS - 07000		Demolition		85.00 x	12.04 x	1.0375 =		1,061.7775	
			Removal and re-caulking of windows & doors							
				Subtotal for 07						**$10,386.75**

Section 08-Windows and Doors

08210	1011		EA	3'x7' Pine Exterior Door Frame Custom Made With Threshold & Trim						$784.18
					Quantity	Unit Price	Fact.		Total	
	WBS - 08000		Installation		5.00 x	145.22 x	1.0375 =		753.3288	
	WBS - 08000		Demolition		2.00 x	14.87 x	1.0375 =		30.8553	
08210	1011	2103	EA	For Mahogany Add						$509.30
					Quantity	Unit Price	Fact.		Total	
	WBS - 08000		Installation		5.00 x	98.18 x	1.0375 =		509.3088	
	WBS - 08000									
08210	1015		EA	6'x7' Pine Exterior Door Frame Custom Made With Threshold & Trim						$218.26
					Quantity	Unit Price	Fact.		Total	
	WBS - 08000		Installation		1.00 x	191.81 x	1.0375 =		199.0029	
	WBS - 08000		Demolition		1.00 x	18.57 x	1.0375 =		19.2664	
08210	1015	2103	EA	For Mahogany Add						$136.38
					Quantity	Unit Price	Fact.		Total	
	WBS - 08000		Installation		1.00 x	131.46 x	1.0375 =		136.3898	
	WBS - 08000									

Job Order Proposal 75.01.02.CIP.004.00 Fire Station No4 relocation

Sect.	Item	Mod.	UOM	Description					Line Total
	Wbs		User Note						
08210	3464		EA	3'x7'x1-3/4" Solid Core, Walnut Faced Door Add					$676.36
					Quantity	Unit Price	Fact.	Total	
	WBS - 08000		Installation		5.00 x	125.20 x	1.0375 =	649.4750	
	WBS - 08000		Demolition		2.00 x	12.96 x	1.0375 =	26.8920	
08210	3464	3486	EA	For Solid Wood Staved Core (Glued Block), Add					$257.55
					Quantity	Unit Price	Fact.	Total	
	WBS - 08000		Installation		5.00 x	49.65 x	1.0375 =	257.5594	
	WBS - 08000								
08210	3464	3494	EA	For 6 Panel Doors, Add					$16.47
					Quantity	Unit Price	Fact.	Total	
	WBS - 08000		Installation		2.00 x	7.94 x	1.0375 =	16.4755	
	WBS - 08000								
08210	3464	3519	EA	For 1 Foot Of Additional Door Height, Add					$49.44
					Quantity	Unit Price	Fact.	Total	
	WBS - 08000		Installation		2.00 x	23.83 x	1.0375 =	49.4473	
	WBS - 08000								
08210	3469		EA	Pair 3'x7'x1-3/4" Solid Core, Walnut Faced Door Add					$283.60
					Quantity	Unit Price	Fact.	Total	
	WBS - 08000		Installation		1.00 x	248.42 x	1.0375 =	257.7358	
	WBS - 08000		Demolition		1.00 x	24.93 x	1.0375 =	25.8649	
08210	3469	3486	EA	For Solid Wood Staved Core (Glued Block), Add					$103.02
					Quantity	Unit Price	Fact.	Total	
	WBS - 08000		Installation		1.00 x	99.30 x	1.0375 =	103.0238	
	WBS - 08000								
08210	3469	3494	EA	For 6 Panel Doors, Add					$16.48
					Quantity	Unit Price	Fact.	Total	
	WBS - 08000		Installation		1.00 x	15.89 x	1.0375 =	16.4859	
	WBS - 08000								
08210	3469	3519	EA	For 1 Foot Of Additional Door Height, Add					$49.44
					Quantity	Unit Price	Fact.	Total	
	WBS - 08000		Installation		1.00 x	47.66 x	1.0375 =	49.4473	
	WBS - 08000								
08362	2002		EA	16'x7' Sectional Metal Overhead Door, Residential Grade, Including Track & Fittings					$123.00
					Quantity	Unit Price	Fact.	Total	
	WBS - 08000								
	WBS - 08000		Demolition		2.00 x	59.28 x	1.0375 =	123.0060	
08362	3001		SF	Remove & Reinstall Sectional Metal Overhead Door & Supports					$619.18
					Quantity	Unit Price	Fact.	Total	
	WBS - 08000		Installation		160.00 x	3.73 x	1.0375 =	619.1800	
	WBS - 08000								
08520	1104		SF	Aluminum Single Hung Windows, Standard Brush Finish, Grade "C"					$673.70
					Quantity	Unit Price	Fact.	Total	
	WBS - 08000		Installation		45.00 x	12.87 x	1.0375 =	600.8681	
	WBS - 08000		Demolition		45.00 x	1.56 x	1.0375 =	72.8325	

Job Order Proposal 75.01.02.CIP.004.00 Fire Station No4 relocation

Sect.	Item	Mod.	UOM	Description						Line Total
	Wbs		User Note							
08520	1104	1182	SF	For Installation In Concrete, Brick Or Block Openings Add						$96.64
					Quantity	Unit Price	Fact.		Total	
WBS - 08000			Installation		45.00 x	2.07 x	1.0375 =		96.6431	
WBS - 08000										
08520	1104	1306	SF	For Duranar Finish, Add						$134.46
					Quantity	Unit Price	Fact.		Total	
WBS - 08000			Installation		45.00 x	2.88 x	1.0375 =		134.4600	
WBS - 08000										
08520	1104	1307	SF	For Anodized Aluminum Finish, Add						$40.61
					Quantity	Unit Price	Fact.		Total	
WBS - 08000			Installation		45.00 x	0.87 x	1.0375 =		40.6181	
WBS - 08000										
08710	1242		PR	4-1/2x4-1/2" Wrought Steel, Standard Duty, Butts Half Surface, Ball Bearing						$435.90
					Quantity	Unit Price	Fact.		Total	
WBS - 08000			Installation		10.00 x	40.02 x	1.0375 =		415.2075	
WBS - 08000			Demolition		7.00 x	2.85 x	1.0375 =		20.6981	
08710	1242	1274	PR	For Stainless Steel, Add 156.18						$143.90
					Quantity	Unit Price	Fact.		Total	
WBS - 08000			Installation		10.00 x	13.87 x	1.0375 =		143.9013	
WBS - 08000										
08710	1242	1275	PR	For Heavy Duty, Add 156.18						$39.21
					Quantity	Unit Price	Fact.		Total	
WBS - 08000			Installation		10.00 x	3.78 x	1.0375 =		39.2175	
WBS - 08000										
08710	5103		EA	Surface Mounted Heavy Duty Door Closer Acting						$1,049.53
					Quantity	Unit Price	Fact.		Total	
WBS - 08000			Installation		4.00 x	245.39 x	1.0375 =		1,018.3685	
WBS - 08000			Demolition		4.00 x	7.51 x	1.0375 =		31.1665	
08710	5103	5852	EA	For Stainless Steel, Add 156.18						$469.11
					Quantity	Unit Price	Fact.		Total	
WBS - 08000			Installation		4.00 x	113.04 x	1.0375 =		469.1160	
WBS - 08000										
08710	6417		EA	Bored Entry Lockset F82, Removable Core Plated, BHMA E0421						$1,682.11
					Quantity	Unit Price	Fact.		Total	
WBS - 08000			Installation		6.00 x	266.98 x	1.0375 =		1,661.9505	
WBS - 08000			Demolition		3.00 x	6.48 x	1.0375 =		20.1690	
08710	6417	6124	EA	For Satin Stainless Steel, US 32D (BHMA 630) Add 156.18						$679.77
					Quantity	Unit Price	Fact.		Total	
WBS - 08000			Installation		6.00 x	109.20 x	1.0375 =		679.7700	
WBS - 08000										
08710	6802		EA	2-3/4" Backset, Oil Stained Bronze Finish, Best #67TK1DD/613						$760.07
					Quantity	Unit Price	Fact.		Total	
WBS - 08000			Installation		6.00 x	118.80 x	1.0375 =		739.5300	
WBS - 08000			Demolition		3.00 x	6.60 x	1.0375 =		20.5425	

Job Order Proposal 75.01.02.CIP.004.00 Fire Station No4 relocation

Sect.	Item	Mod.	UOM	Description					Line Total
	Wbs		User Note						
08720	3001		EA	36" Door Sweep, Aluminum & Neoprene Weatherstrip					$79.96
					Quantity	Unit Price	Fact.	Total	
WBS - 08000			Installation		7.00 x	11.01 x	1.0375 =	79.9601	
WBS - 08000									
08720	4001		EA	U-Shaped, Slide On, Bottom Mounted Door Shoe With Drip Cap And Sponge Neoprene Seal For Metal Doors, 1-3/4" Wide					$49.88
					Quantity	Unit Price	Fact.	Total	
WBS - 08000			Installation		4.00 x	12.02 x	1.0375 =	49.8830	
WBS - 08000									
08730	3121		LF	Aluminum Finish Thresholds, Interior, 3" Width, 1/4" Height 1/4" Height					$76.59
					Quantity	Unit Price	Fact.	Total	
WBS - 08000			Installation		7.00 x	9.66 x	1.0375 =	70.1558	
WBS - 08000			Demolition		3.00 x	2.07 x	1.0375 =	6.4429	
				Subtotal for 08					**$10,254.24**

Section 09-Finishes

09210	2001		SF	Gypsum Plaster Smooth Finish, 3 Coats On Wall					$899.51
					Quantity	Unit Price	Fact.	Total	
WBS - 08000									
WBS - 08000			Demolition		850.00 x	1.02 x	1.0375 =	899.5125	
09220	1102		SF	Stucco, Float Finish, 3 Coats, 1" Note: Interior or exterior one side. Lath and felt not included.					$3,986.07
					Quantity	Unit Price	Fact.	Total	
WBS - 08000			Installation		1,460.00 x	2.02 x	1.0375 =	3,059.7950	
WBS - 08000			Demolition		960.00 x	0.93 x	1.0375 =	926.2800	
09220	1103		SF	Stucco, Trowel Finish, 3 Coats, 1" Including Lath and Felt Note: Interior or exterior, one side.					$1,843.22
					Quantity	Unit Price	Fact.	Total	
WBS - 09000			Installation		420.00 x	3.30 x	1.0375 =	1,437.9750	
WBS - 09000			Demolition		420.00 x	0.93 x	1.0375 =	405.2475	
			For Demolition of item # 26 and new #26						
09250	1202		SF	5/8" Fire Rated Drywall Installation (1/4" thick fiber-cement board with tapered edges over 1/2" thick type "X" gypsum board)					$646.57
					Quantity	Unit Price	Fact.	Total	
WBS - 08000			Installation		820.00 x	0.63 x	1.0375 =	535.9725	
WBS - 08000			Demolition		820.00 x	0.13 x	1.0375 =	110.5975	
09511	1101		SF	2' x 2' x 5/8" Fiberglass Acoustical Ceiling Panel (Suspension System Not Included)					$248.17
					Quantity	Unit Price	Fact.	Total	
WBS - 09000									
WBS - 09000			Demolition		1,840.00 x	0.13 x	1.0375 =	248.1700	
09511	2101		SF	2' x 2' x 5/8" Mineral Fiber Acoustical Ceiling Panels					$298.80
					Quantity	Unit Price	Fact.	Total	
WBS - 09000									
WBS - 09000			Demolition		1,800.00 x	0.16 x	1.0375 =	298.8000	

Job Order Proposal 75.01.02.CIP.004.00 Fire Station No4 relocation

Sect.	Item	Mod.	UOM	Description	Line Total
	Wbs		User Note		
09540	1002		SF	T Bar Ceilings Suspension System 2'x 2', Standard 15/16" To 5" Width), Standard 15/16"	$248.17

		Quantity	Unit Price	Fact.	Total
WBS - 09000					
WBS - 09000	Demolition	1,840.00 x	0.13 x	1.0375 =	248.1700

09910	1604		SF	Paint Exterior Stucco Surfaces One Coat Primer, Brush/Roller Work	$1,893.43

		Quantity	Unit Price	Fact.	Total
WBS - 09000	Installation	7,300.00 x	0.25 x	1.0375 =	1,893.4375
WBS - 09000					

09910	1604	2493	SF	For Work Above 20' To 25', Add (Includes Loss Of Productivity And Use Of Ladder)	$378.68

		Quantity	Unit Price	Fact.	Total
WBS - 09000	Installation	7,300.00 x	0.05 x	1.0375 =	378.6875
WBS - 09000					

09910	1606		SF	Paint Exterior Stucco Surfaces, Two Coats Paint, Brush/Roller Work	$4,089.82

		Quantity	Unit Price	Fact.	Total
WBS - 09000	Installation	7,300.00 x	0.54 x	1.0375 =	4,089.8250
WBS - 09000					

09910	1606	2493	SF	For Work Above 20' To 25', Add (Includes Loss Of Productivity And Use Of Ladder)	$681.63

		Quantity	Unit Price	Fact.	Total
WBS - 09000	Installation	7,300.00 x	0.09 x	1.0375 =	681.6375
WBS - 09000					

Subtotal for 09 **$15,214.10**

Section 10-Specialties

10351	4006		EA	45' (13.7 m) Tapered Aluminum Flagpole Fully Rigged, Without Concrete Base	$360.09

		Quantity	Unit Price	Fact.	Total
WBS - 10000					
WBS - 10000	Demolition	1.00 x	347.08 x	1.0375 =	360.0955
	For Demolition of existing flagpole				

10715	3101		SF	Up To 36" High Bahama Shutter, Up To 36" Wide	$14,268.69

		Quantity	Unit Price	Fact.	Total
WBS - 10000	Installation	464.00 x	28.45 x	1.0375 =	13,695.8300
WBS - 10000	Demolition	464.00 x	1.19 x	1.0375 =	572.8660

Subtotal for 10 **$14,628.79**

Section 15-Mechanical

15661	1002		EA	7.5 Ton Air Cooled Condensing Unit With Compressor, Condenser, Fan & Motor	$302.32

		Quantity	Unit Price	Fact.	Total
WBS - 15000					
WBS - 15000	Demolition	1.00 x	291.40 x	1.0375 =	302.3275

Job Order Proposal 75.01.02.CIP.004.00 Fire Station No4 relocation

Sect.	Item	Mod.	UOM	Description					Line Total
	Wbs		User Note						
15661	1003		EA	10 Ton Air Cooled Condensing Unit With Compressor, Condenser, Fan & Motor					$743.90
					Quantity	Unit Price	Fact.	Total	
	WBS - 15000								
	WBS - 15000			Demolition	2.00 x	358.51 x	1.0375 =	743.9083	
15699	9101		LB	Recovery Of Refrigerant					$1,093.00
					Quantity	Unit Price	Fact.	Total	
	WBS - 15000			Installation	350.00 x	3.01 x	1.0375 =	1,093.0063	
	WBS - 15000								
				To Recover the Refrigerent before Demo					
				Subtotal for 15					**$2,139.24**

Section 18-Non Prepriced

18002	1002		EA	Fire Station # 4 Building Relocation					$273,625.00
					Quantity	Unit Price	Fact.	Total	
	WBS - 02000			Installation	1.00 x	273,625.00 x	1.0000 =	273,625.0000	
	WBS - 02000								
				Subtotal for 18					**$273,625.00**

Job Order Cost Proposal Total **$664,943.05**

The work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total are due to rounding of the line totals and sub-totals.

ATTACHMENT 2

Miami Beach Fire Station #4

City of Miami Beach

Estimated Construction Cost - 75%CD

Fire Station #4 Expansion / Restoration: **Off-Site**: Cost of street improvements to accomodate new station; **New Construction** of three new back-in apparatus bays and associated administrative and living spaces. Approx 8,000 sf of new construction. **Restoration**: prepare new foundation; relocate and stablize old building; remove structural red-tag; no restoration for occupancy included; NIC: parking at police; prominade at seawall; seawall; site grading at old firestation.

		Off-Site Work	New Construction		$/sf	Restor / Renovation		$/sf	Total	
1	Gen Cond + GC OHP	$25,996	$320,524	19.72%	$39	$124,701	24.71%	$50	$471,221	21%
2	Site Work	$95,225	$205,975	12.67%	$25	$49,620	9.83%	$20	$350,820	16%
3	CONCRETE		$232,900	14.33%	$28	$285,150	56.51%	$114	$518,050	23%
4	MASONRY		$95,000	5.85%	$12	$0	0.00%	$0	$95,000	4%
5	METAL		$27,360	1.68%	$3	$5,850	1.16%	$2	$33,210	1%
6	WOOD		$26,300	1.62%	$3	$0	0.00%	$0	$26,300	1%
7	ROOFING / SELANTS		$47,480	2.92%	$6	$20,535	4.07%	$8	$68,015	3%
8	DOORS & WINDOWS		$139,094	8.56%	$17	$0	0.00%	$0	$139,094	6%
9	FINISHES		$139,208	8.57%	$17	$16,500	3.27%	$7	$155,708	7%
10	SPECIALTIES		$21,765	1.34%	$3	$2,240	0.44%	$1	$24,005	1%
11	EQUIPMENT		$25,000	1.54%	$3	$0	0.00%	$0	$25,000	1%
12	FURNISHINGS		$0	0.00%	$0	$0	0.00%	$0	$0	0%
15	MECHANICAL								$0	0%
	HVAC		$138,358	8.51%	$17	$0	0.00%	$0	$138,358	6%
	PLUMBING		$63,100	3.88%	$8	$0	0.00%	$0	$63,100	3%
	FIRE SPRINKLERS		$16,750	1.03%	$2	$0	0.00%	$0	$16,750	1%
16	ELECTRICAL		$126,243	7.77%	$15	$0	0.00%	$0	$126,243	6%
	Sub Total Construction Cost	$121,221	1,625,056	100%		504,596	100%		2,250,873	
	DD estimate	$115,016	$1,549,427			$504,702			$2,169,144	
	Difference	$6,206	$75,629			($106)			$81,729	
		5%	5%			0%			4%	

Budget	1,939,686
OVER BUDGET	311,187
was previously over budget	229,719
change	(81,468)

MC HARRY ASSOCIATES

Architects / Engineers / Planners

June 3, 2003

Miami Beach Fire Station #4

City of Miami Beach

Estimated Construction Cost - 75% CD

The following compares the estimate completed at DD phase to the 75% CD estimate; and INCLUDES both phase 1 (historic building move budgeted at $505,000); and phase 2 (new building and site work).

		Previous		$/sf	Current		Difference		
1	Gen Cond + GC OHP	$470,578	22%	$57	$471,221	21%	$643	0%	
2	Site Work	$329,551	15%	$40	$350,820	16%	$21,269	6%	increase fill requirements
3	CONCRETE	$515,817	24%	$63	$518,050	23%	$2,233	0%	
4	MASONRY	$98,000	5%	$12	$95,000	4%	($3,000)	-3%	
5	METAL	$33,850	2%	$4	$33,210	1%	($640)	-2%	
6	WOOD	$33,701	2%	$4	$26,300	1%	($7,401)	-22%	
7	ROOFING / SELANTS	$64,200	3%	$8	$68,015	3%	$3,815	6%	
8	DOORS & WINDOWS	$110,660	5%	$13	$139,094	6%	$28,434	26%	+OH doors + storefront
9	FINISHES	$152,175	7%	$19	$155,708	7%	$3,533	2%	
10	SPECIALTIES	$34,560	2%	$4	$24,005	1%	($10,555)	-31%	
11	EQUIPMENT	$25,101	1%	$3	$25,000	1%	($101)	0%	
12	FURNISHINGS	$0	0%	$0	$0	0%	$0	100%	
		$0							
15	MECHANICAL	$0							
	HVAC	$96,800	4%	$12	$138,358	6%	$41,558	43%	ADD premuim veh exh
	PLUMBING	$63,000	3%	$8	$63,100	3%	$100	0%	
	FIRE SPRINKLERS	$16,600	1%	$2	$16,750	1%	$150	1%	
16	ELECTRICAL	$124,551	6%	$15	$126,243	6%	$1,691	1%	
	Sub Total Construction Cost	2,169,144	100%	$265	2,250,873		81,729	4%	

Budget	1,939,686
over (under)	311,187
previously	229,719
change	(81,468)

Project is currently OVER budget

Project is 16% OVER

MC HARRY ASSOCIATES

Architects / Engineers / Planners

June 3, 2003

Restoration / Renovation

Miami Beach Fire Station #4
City of Miami Beach
Estimated Construction Cost - 75%CD
Restoration / Renovation

MCHarry Associates
2780 SW Douglas Road
06/03/03

		Unit	Unit Cost	Sub-Total	
2 SITE WORK					
SITE PREP					**$12,610**
Clear/Grub/Grade/Termite	30,000	sf	$0.92	$27,600	
Embankment (fill)	1,261	cy	$10.00	$12,610	
Concrete Sidewalks	0	sf	$5.00	$0	
DEMOLITION				$0	**$10,000**
Selective Demo (Demo 1965 portion++)	1	ls	$10,000.00	$10,000	
Asbestos removal (undetermined. Asbestos survey required)					
PAVING					**$960**
Concrete Curbs	80	lf	$12.00	$960	
SITE UTILITIES				$0	**$18,850**
Site Electrical Duct Bank	80	lf	$40.00	$3,200	
Site Communications	80	lf	$25.00	$2,000	
Site Water	80	lf	$75.00	$6,000	
Site Sewer	80	lf	$30	$2,400	
Site Drainage Inlets	1	ea	$1,500	$1,500	
Site Drainage Exfiltration	50	lf	$75	$3,750	
LANDSCAPE - HARDSCAPE				$0	**$7,200**
Irrigation systems	5,000	sf	$0.75	$3,750	
Fences	230	lf	$15	$3,450	
3 CONCRETE/MASONRY					**$285,150**
Foundations (Piles)	75	cy	$200	$15,000	
Minor Conc Repair	1	ls	$12,500	$12,500	
Crawl space exterior wall (mas+stu.+pat)	600	sf	$14	$8,400	
Restore/Repair/Upgrade Struc Frame	3,550	sf	$35	$124,250	
Move Building	1	LS	$125,000	$125,000	
4 MASONRY					**$0**
5 METAL					**$5,850**
Steel Repair - at front steps	1	ls	$5,850	$5,850	
6 WOOD					**$0**
7 MOISTURE/THERMAL PROTECTION					**$20,535**
Windows	54	sf	$65	$3,510	
Shutters	540	sf	$25	$13,500	
Roofing Repair	1	allow	$2,500	$2,500	
Joint Sealers	2,500	ls	$0.20	$500	
8 DOORS and WINDOWS					**$0**
9 FINISHES					**$16,500**
Refinish Exterior	5,000	sf	$3.00	$15,000	
Painting (quantity corrected)	5,000	sf	0.30	1,500	

Miami Beach Fire Station #4					**MCHarry Associates**
City of Miami Beach					**2780 SW Douglas Road**
Estimated Construction Cost - 75%CD					06/03/03
Restoration / Renovation					
10 SPECIALTIES/BUILT-INS					**$2,240**
Wall Louvers	56	sf	$40	$2,240	
11 EQUIPMENT					**$0**
12 FURNISHINGS					**$0**
13 SPECIAL CONSTRUCTION					**$0**
14 CONVEYANCE					**$0**
15 MECHANICAL					**$0**
PLUMBING					**$0**
FIRE SPRINKLERS	0				**$0**
16 ELECTRICAL					**$0**
SUB-TOTAL ALL TRADES					**$379,895**
GENERAL CONDITIONS					**$124,701**
Estimate Contingency	5%			$18,995	
Difficulty Factor	0%				
General Conditions	15%			$59,833	
BOND & FEES	10%			$45,872	
GRAND TOTAL					**$504,596**
				$$/sf =	$201.84

Miami Beach Fire Station #4					**MCHarry Associates**	
City of Miami Beach					**2780 SW Douglas Road**	
Estimated Construction Cost - 75%CD						06/03/03
Offsite						
Base Calculations			9,235.00			
1	**GENERAL CONDITIONS**		**Unit**	**Unit Cost**	**Sub-Total**	
	General Conditions	15%			$14,284	
	GC ohp	10%			$9,523	
	BOND	2%			$2,190	
					$25,996	**$25,996**
PAVING						**$75,725**
	Paving w. base	13,045	sf	$5.00	$65,225	
	Paving overlay		sf	$0.67	$0	
	Retaining Walls		lf	$350.00	$0	
	OFFSITE PAVING		sf	$2.50	$0	
	Conc Curbs	200	lf	$15.00	$3,000	
	reduce unit price per URS	200	lf	($5.00)	($1,000)	
	Curb Cuts	100	sf	$25.00	$2,500	
	Parking lot Markings w. misc allow	200	ea	$30.00	$6,000	
	Parking Bumpers		ea	$25	$0	
	HC Parking w. signs		ea	$215.00	$0	
SITE UTILITIES						**$12,000**
	Chilled Water Piping - 4"		lf	$45.00	$0	
	Site Electrical Duct Bank		lf	$40.00	$0	
	Site Communications			$25.00	$0	
	Site Lighting		pole	$3,200.00	$0	
	Site Water		lf	$35.00	$0	
	Site Sewer		lf	$30	$0	
	Lift Station		ea	$40,000	$0	
	Site Drainage Inlets	3	ea	$1,500	$4,500	
	Drainage wells		ea	$25,000	$0	
	Backflow preventors		ea	$2,500	$0	
	Site Drainage Exfiltration	100	lf	$75	$7,500	
	8x8 tap		ea	$4,500	$0	
	Relocation of Fire Hydrant		ea	$1,000	$0	
LANDSCAPE - HARDSCAPE						**$7,500**
	Irrigation systems		sf	$0.75	$0	
	Sidewalks	1,500	sf	$5.00	$7,500	
	Fences		lf	$15	$0	
	Exterior Signage		ls	$10,000	$0	
	SUB-TOTAL TRADES					**$95,225**
	GENERAL CONDITIONS					**$25,996**
	GRAND TOTAL CONSTRUCTION					**$121,221**
						#REF!

Miami Beach Fire Station #4					**MCHarry Associates**	
City of Miami Beach					**2780 SW Douglas Road**	
Estimated Construction Cost - 75%CD						06/03/03
New Construction						
1	**GENERAL CONDITIONS**	**Quantity**	**Unit**	**Unit Cost**	**Sub-Total**	
	General Conditions	15.00%			$195,680	**$320,524**
	GC ohp	8.42%			$109,842	
	BOND	1.00%			$15,002	
					$320,524	
2	**SITEWORK**					
SITE PREP						**$53,020**
	Remove Curbs	300	lf	$4.00	$1,200.00	
	Embankment (fill)	4,100	cy	$10.00	$41,000.00	
	Remove Sidewalks/Paving	1,500	sf	$1.00	$1,500.00	
	Remove Trees	10	ea	$200.00	$2,000.00	
	Termite treat.	8,300	sf	$0.40	$3,320.00	
	Demo Fnds	2,000	sf	$2.00	$4,000.00	
PAVING						**$46,745**
	Asphalt pavement & fill	1,000	sf	$3.00	$3,000.00	
	Conc. Pavement and sidewalks	4,210	sf	$3.00	$12,630.00	
	Retaining Walls	165	lf	$200.00	$33,000.00	
	Curb Cuts	3	ea	$100.00	$300.00	
	Parking lot Markings w. misc allow	1	ls	$500.00	$500.00	
	Parking Bumpers	1	ea	$100.00	$100.00	
	HC Parking w. signs	1	ea	$215.00	$215.00	
SITE UTILITIES						**$77,700**
	Site Electrical Duct Bank	100	lf	$40.00	$4,000.00	
	Site Communications	100	lf	$25.00	$2,500.00	
	Site Water	100	lf	$35.00	$3,500.00	
	Site Sewer	100	lf	$30.00	$3,000.00	
	Site Drainage Inlets	1	ls	$1,500.00	$1,500.00	
	Drainage wells	2	ea	$25,000.00	$50,000.00	
	2 Backflow preventor	2	ea	$3,600.00	$7,200.00	
	Site Drainage Exfiltration	0	lf	$75.00	$0.00	
	8x8 tap and side walk restoration	1	ea	$4,500.00	$4,500.00	
	Dumpster drain connect	1	ea	$500.00	$500.00	
	Relocation of Fire Hydrant	1	ea	$1,000.00	$1,000.00	
LANDSCAPE						**$28,510**
	Irrigation systems	20,600	sf	$0.85	$17,510.00	
	Exterior Signage	1	ls	$5,000.00	$5,000.00	
	Planting	20	ea	$300.00	$6,000.00	
	Sod	20,600	sf	$0.30	$6,180.00	
3	**CONCRETE**					**$232,900**
SLAB-ON-GRADE						
	Apparatus Bay	98	cy	$300.00	$29,400.00	
	Dorm. Kitchen	41	cy	$300.00	$12,300.00	
	Other Areas	61	cy	$300.00	$18,300.00	
	Conc piles	125	cy	$200.00	$25,000.00	

Miami Beach Fire Station #4					**MCHarry Associates**	
City of Miami Beach					**2780 SW Douglas Road**	
Estimated Construction Cost - 75%CD						06/03/03
New Construction						
	Grade Beams	150	cy	$300.00	$45,000.00	
WALLS / COLUMNS						
	Arch. PIP wall	34	cy	$500.00	$17,000.00	
	Columns	30	cy	$450.00	$13,500.00	
ROOF STRUCTURE						
	Roof and Tie Beams	52	cy	$300.00	$15,600.00	
	App. / Kit Slab	56	cy	$275.00	$15,400.00	
	Office / Dorm Slab	76	cy	$300.00	$22,800.00	
	12" PC Joists	9	ea	$400.00	$3,600.00	
	24" PC Joists	6	ea	$2,500.00	$15,000.00	
4	**MASONRY**					**$95,000**
	8" masonry	4,500	sf	$9.00	$40,500.00	
	8" masonry	1,900	sf	$9.00	$17,100.00	
	12" Masonry	3,400	sf	$11.00	$37,400.00	
	9,800					
5	**METAL**					**$27,360**
	METAL FABRICATIONS					
	Structural Steel - Rebar	10	ton	$2,000.00	$20,000.00	
	Misc. metal fabrications	1	ls	$5,000.00	$5,000.00	
	Wall Rail	16	lf	$15.00	$240.00	
	Dumpster Gates	1.5	pr	$600.00	$900.00	
	Aluminum Stair Nosing	70	LF	$10.00	$700.00	
	Angle at OH Door	52	lf	$10.00	$520.00	
	Metal Screens	210	sf	$16.00	$3,360.00	
6	**WOOD**					**$26,300**
	Rough Carpentry	8,300	sf	$1.00	$8,300.00	
	Alarm Room Console	1	ea.	$5,000.00	$5,000.00	
	Alarm Room desk/shelf	10	lf.	$300.00	$3,000.00	
	Kitchen Cabinet	16	lf	$250.00	$4,000.00	
	Kitchen Service Counter	20	lf	$300.00	$6,000.00	
7	**MOISTURE/THERMAL**					**$47,480**
	Ext Wall Insulation	2,250	sf	$0.40	$900.00	
	Int Wall Insulation	3,200	sf	$0.40	$1,280.00	
	Roof Insulation - Rigid	8,300	sf	$1.50	$12,450.00	
	Fireproofing (steel)	1	ls	$5,000.00	$5,000.00	
	Louvers	200	sf	$18.00	$3,600.00	
	Roofing - Mod. Bit.	83	sq	$250.00	$20,750.00	
	Flashing & Cap Flashing	250	lf	$2.00	$500.00	
	Scuppers - Conc.	12	ea	$250.00	$3,000.00	
8	**DOORS and WINDOWS**					**$139,094**
	Exterior Doors, H.M.	2	ea	$300.00	$600.00	
	Interior Doors, H.M.	17	ea	$200.00	$3,400.00	
	24x24 Access Door	10	ea	$100.00	$1,000.00	
	Hardware	19	ea	$300.00	$5,700.00	

Miami Beach Fire Station #4					**MCHarry Associates**	
City of Miami Beach					**2780 SW Douglas Road**	
Estimated Construction Cost - 75%CD						06/03/03
New Construction						
	Skylights	80	sf	$70.00	$5,600.00	
	Roll up Doors	3	ea	$6,500.00	$19,500.00	
	Glazed (sectional) Doors	3	ea	$4,000.00	$12,000.00	
	Interior Storefront	286	sf	$25.00	$7,150.00	
	Exterior Storefront	1,522	sf	$52.00	$79,144.00	
	Storefront Doors	5	ea	$1,000.00	$5,000.00	
9	**FINISHES**					**$139,208**
	Stucco Exterior	3,950	sf	$3.50	$13,825.00	
PARTITIONS						
	Inside exterior (Furred)	3,160	sf	$2.00	$6,320.00	
	Drywall Partition Assembly	6,400	sf	$4.00	$25,600.00	
	Toilet & Laundry - Tile	2,400	sf	$5.00	$12,000.00	
FLOORS						
	Office, Hall, Kit - VCT	2,674.00	sf	$2.50	$6,685.00	
	Wet Areas - Tile	916	sf	$8.00	$7,328.00	
	Dorm - Carpet	1,200	sf	$32.00	$38,400.00	
	Other - Seled Conc.	3,510	sf	$1.50	$5,265.00	
CEILINGS						
	Kitchen, Dorm - ACT	2,100	sf	$2.50	$5,250.00	
	Wet Areas - M.R.	800	sf	$5.00	$4,000.00	
BASE						
	Ext Walls - Rubber	250	lf	$1.50	$375.00	
	Interior Walls - Rubber	640	lf	$1.50	$960.00	
PAINTING						
	Painting Interior	15,760	sf	$0.50	$7,880.00	
	Painting Doors	19	ea	$50.00	$950.00	
	Painting Stucco	3,950	sf	$0.60	$2,370.00	
	Paint Mech Equip	2	ea rm	$1,000.00	$2,000.00	
10	**SPECIALTIES**					**$14,880**
	Toilet Compartments - Plastic	2	ea	$800.00	$1,600.00	
	Urinal Screens - plastic	1	ea	$230.00	$230.00	
	Signage	25	ea	$50.00	$1,250.00	
	Exterior Signage - Alum.	1	ls	$2,000.00	$2,000.00	
	Lockers - full ht 18x18x72	30	ea	$260.00	$7,800.00	
	Marker Board	1	ea	$500.00	$500.00	
	Fire Extinguishers & Cab	5	ea	$300.00	$1,500.00	
TOILET ACCESSORIES						**$6,885**
	Toilet Paper	5	ea	$35.00	$175.00	
	Paper Towel/Waste	5	ea	$175.00	$875.00	
	Fem napkin dispenser	1		$570.00	$570.00	
	Fem napkin disposal	3		$170.00	$510.00	
	Soap Dispenser	9	ea	$100.00	$900.00	
	Mirrors	9	ea	$200.00	$1,800.00	
	Rob Hooks	10		$20.00	$200.00	
	Shower Rods	7		$65.00	$455.00	
	Grab Bars	6	ea	$100.00	$600.00	
	Misc Allowance (Bench)	2	units	$400.00	$800.00	

Miami Beach Fire Station #4						**MCHarry Associates**
City of Miami Beach						**2780 SW Douglas Road**
Estimated Construction Cost - 75%CD						06/03/03
New Construction						
11	**EQUIPMENT**	NIC - by Owner				
	KITCHEN EQUIPMENT					**$25,000**
	SS Counter	35	lf	$60.00	$2,100.00	
	Garbage disposal	1		$1,000.00	$1,000.00	
	ALLOWANCE BALANCE				$21,900.00	
	Refrigerator	3	**NIC**	$3,300.00		
	Freezer	1	**NIC**	$1,800.00		
	Range	1	**NIC**	$5,300.00		
	Hood System	1	**NIC**	$11,000.00		
	Garbage compactor	1	**NIC**	$800.00		
	Laundry washer/dryer	2	**NIC**	$2,000.00		
	Dishwasher	1	**NIC**	$3,600.00		
	Ice maker	1	**NIC**	$2,000.00		
	Special Decon. Rooom	0	**NIC**	$10,000.00		
	Storage shelving	20	**NIC**	$200.00		
12	**FURNISHINGS**					**$0**
	Bunk	12	**NIC**	$150.00		
	Desk	12	**NIC**	$250.00		
	Wardrobe	12	**NIC**	$300.00		
	Accordian Curtains	11	**NIC**	$75.00		
15	**MECHANICAL**					**$138,358**
	HVAC					
	Apparatus Bay	3150	sf	$5.00	$15,750.00	
	Dorm, Office Areas	3874	sf	$15.00	$58,110.00	
	Other areas	1276	sf	$15.00	$19,140.00	
	Vehicle Exhauset Syst.	1	ea	$32,780.00	$32,780.00	
	Test/Bal - 10% of mech	1	ls	$12,578.00	$12,578.00	
	PLUMBING					**$63,100**
	Water Closets/showers	9	fixture	$1,900.00	$17,100.00	
	Lavs / Sinks	9	fixture	$1,500.00	$13,500.00	
	Urinals	2	fixture	$1,200.00	$2,400.00	
	Laundry	1	ls	$1,000.00	$1,000.00	
	Roof Drainage	10	ea	$1,000.00	$10,000.00	
	Hot Water Htrs	1	ea	$600.00	$600.00	
	Kitchen Sink	2	ea	$1,200.00	$2,400.00	
	Hand Sink	1	ea	$1,200.00	$1,200.00	
	Janitors Sink	1	ea	$1,500.00	$1,500.00	
	Misc. appliance conn.	1	ls	$500.00	$500.00	
	Pipe Protection	9	ea	$100.00	$900.00	
	Gen Fuel Tank - 1500 gal	1	ea	$12,000.00	$12,000.00	
	FIRE SPRINKLERS					**$16,750**
	Sprinklers	8,300	sf	$1.50	$12,450.00	
	Dbl Detection Check Valve	1	ea	$4,000.00	$4,000.00	
	Connect to source	1	ea	$300.00	$300.00	

Miami Beach Fire Station #4					**MCHarry Associates**	
City of Miami Beach					**2780 SW Douglas Road**	
Estimated Construction Cost - 75%CD						06/03/03
New Construction						
16	**ELECTRICAL**					
	ELECTRICAL - POWER					**$73,278**
	Emergency Generator	1	ea.	$35,000.00	$35,000.00	
	UG conduit to pad	600	lf	$25.00	$15,000.00	
	Lightning Protection	1,200	sf	$5.00	$6,000.00	
	Apparatus Bay	3,150	sf	$1.00	$3,150.00	
	Other areas	1,276	sf	$5.00	$6,380.00	
	Dorm, office areas	3,874	sf	$2.00	$7,748.00	
	ELECTRICAL - LIGHTING					**$39,227**
	Apparatus Bay	3,150	sf	$3.50	$11,025.00	
	Other areas	1,276	sf	$3.50	$4,466.00	
	Dorm, office areas	3,874	sf	$4.00	$15,496.00	
	Landscape & Security	20,600	sf	$0.40	$8,240.00	
	TELEPHONE / DATA / PA SYSTEM					**$13,738**
	PA system	8,300	sf	$1.00	$8,300.00	
	Apparatus Bay	3,150	sf-conduit	$0.50	$1,575.00	
	Other areas	1,276	sf-conduit	$0.75	$957.00	
	Dorm, office areas	3,874	sf-conduit	$0.75	$2,905.50	
	8,300					
	SUB-TOTAL TRADES					**$1,304,533**
	GENERAL CONDITIONS					**$320,524**
	GRAND TOTAL CONSTRUCTION					**$1,625,056**
						$195.79

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CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **INFORMATIONAL REPORT TO THE MAYOR AND CITY COMMISSION, ON FEDERAL, STATE, MIAMI-DADE COUNTY, 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 and Federal GSA contracts that are approved for utilization by the City Manager.

Based on information provided by all Divisions and Department Heads pursuant to information contained in Miami-Dade County, State of Florida 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.	JOC	Grace & Naeem Udin; H.A. Contracting; Carivon; Tran Construction; F&L Construction; Tropex Construction	Mar. 18, 2004, or $1 million per contractor, per year, whichever is sooner.	2 year renewals to 3/18/06, or until $3 million in total is reached, whichever is sooner.
2.	Parking Meter Parts and Supplies	Duncan	March 3, 2004	1 yr. remaining to March 3, 2005

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DATE 9-10-03

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