City of Miami Beach - City Commission Meeting
Commission Chambers, 3rd Floor, City Hall
1700 Convention Center Drive
October 15, 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

*Visit us on the Internet at **www.miamibeachfl.gov** for agendas and video "streaming" of City Commission Meetings.*

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 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. **11:30 A.M. Second Reading, Public Hearing.** (Page 215)
(City Attorney's Office)
(First Reading On July 30, 2003)
(Open & Continued On September 10, 2003)
(Open & Continued On September 18, 2003)

R5B 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 Demonstrations, Rallies, Picket Lines And Parades In Public Places In The City, Providing For Repealer, Severability, Codification And Effective Date. **11:00 A.M. Second Reading, Public Hearing.** (Page 227)

(Economic Development/Police Department)
(First Reading On September 10, 2003)

R5C An Ordinance Amending Chapter 102 Of The City Code, Entitled "Taxation"; Amending Division IV Therein, Entitled "Tax"; Amending Article V Therein, Entitled "Occupational License Tax"; Amending Section 102-379 Therein, Entitled "Schedule Of Taxes"; Said Amendment Repealing The Five Percent (5%) Increases, Respectively, On The Fee For Beachfront Concession Operations Per Activity Per Location, And Beach Upland Fee (Per Unit), As Approved By Ordinance 2003-3413 On July 30, 2003; Providing For Repealer, Severability, Codification, And An Effective Date. **11:45 A.M. Second Reading, Public Hearing.** (Page 238)

(Finance Department)
(First Reading On September 18, 2003)

R5D An Ordinance Amending The Code Of The City Of Miami Beach, Florida, Chapter 142, "Zoning Districts And Regulations," By Amending Section 142-902, "Permitted Accessory Uses," By Including A Management Office For Non-Contiguous Multiple Residential Buildings, Providing For Codification; Repealer; Severability; And An Effective Date. **First Reading**. (Page 245)

(Planning Department)

R5E 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 254)

(Planning Department)
(Opened & Continued On September 10, 2003)

R5F 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. **10:45 A.M. Second Reading, Public Hearing.** (Page 263)

(Planning Department)
(First Reading On September 10, 2003)

R7 - Resolutions

R7A A Resolution Approving And Officially Adopting The Biscayne Point Neighborhood Basis Of Design Report (BODR) And Addendum No. 1, Which Defines And Describes G.O. Bond, Water And Sewer Bond, And Stormwater Bond Funded Capital Improvements To Be Implemented Through The Biscayne Point Right Of Way Improvement Project. (Page 275)
(Capital Improvements Projects)

R7B A Resolution Approving And Officially Adopting The Venetian Islands Neighborhood Basis Of Design Report (BODR) Which Defines And Describes G.O. Bond, Water And Sewer Bond, And Stormwater Funded Capital Improvements To Be Implemented Through The Venetian Islands Right Of Way Improvement Project. (Page 286)
(Capital Improvement Projects)

R7C A Resolution Granting A Certificate Of Appropriateness For Demolition Of Fire Station No. 4, A Contributing Structure Of A Historic Site Located At 6860 Indian Creek Drive, In Order To Construct A New Three Bay Fire Station On The Same Site. **11:15 A.M. Public Hearing**. (Page 295)
(Capital Improvement Projects)

R7D A Resolution Authorizing The Issuance Of Request For Qualifications (RFQ) For Professional Services For The Planning, Design, Bid And Award And Construction Administration Services For The Rotunda Restoration Project. (Page 328)
(Capital Improvement Projects)

R7E A Resolution Authorizing The Administration To Enter Into Negotiations With Ric-Man International, Inc., The Lowest And Best Bidder, Pursuant To Invitation To Bid (ITB) No. 22-02/03, For Design/Build Services For Washington Avenue Improvements Phases 2, 4 And 5; And Should The Administration Not Be Able To Negotiate An Agreement With Ric-Man International, Inc., Authorize The Administration To Reject All Remaining Bids. (Page 357)
(Capital Improvement Projects)

R7F A Resolution Authorizing The Execution Of A 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 Term Of Three Years With An Option To Extend For Two Additional One Year Periods. (Page 368)
(City Manager's Office)

R7G A Resolution Authorizing The Execution Of A Letter Of Agreement Establishing A Pilot Program With Onboard Media For A Maximum Of Twelve (12) Months To Produce And Air A Thirty (30) Minute Segment Of "Welcome To Miami Beach" In Promotion Of The City Of Miami Beach As A Tourist Destination And Quality Residential Community, On "Beach TV" (Charter Communications Geographic Territory), At No Cost To The City; Providing A Link On The City's Website, A Letter Of Support For The Programming Efforts And The City's Cooperation And Conceptual Support Of The Program And Its Production. (Page 463)
(City Manager's Office)

R7H A Resolution Authorizing The Mayor And City Clerk To Execute A Lease Agreement With The Parkview Point Condominium Association, At The Rate Of $20,000.00 Per Year, For FY 2003-2004, Renewable Annually For A Period Of Twenty (20) Years, Including Annual Increases Of 3% Or The CPI-U, Whichever Is Less, With A Ten (10) Year Renewable Option, At The End Of The Initial Term, Pending Federal Communications Commission (FCC) Site Approval, For The Lease Of The Rooftop, Located At 7441 Wayne Avenue, Miami Beach, Fl, For The Purpose Of Constructing A North End Radio/Antenna Site To House The City's Public Safety Communications System. (Page 474)
(Information Technology)

R7I A Resolution Authorizing The Mayor And City Clerk To Execute An Operation And Management Agreement, By And Between The City Of Miami Beach, Florida, And Professional Course Management II, Ltd., For The Comprehensive Management And Operations Of The City's Miami Beach Golf Course, Clubhouse And Related Facilities, In Accordance With Request For Proposals (RFP) No. 125-99/00; Said Agreement Having An Initial Term Of Three (3) Years, Commencing On October 1, 2003, And Expiring September 30, 2006, With An Option To Renew For An Additional Two (2) One Year Terms, On A Year-To-Year Basis, As Provided In The Agreement. (Page 481)
(Parks & Recreation)

R7J A Resolution Authorizing The City Manager, Or His Designee To Select, Negotiate, Award And Reject All Bids, Contracts, Agreements, Purchase Orders, Change Orders And Grant Applications; Renew Existing Contracts Which May Expire; Terminate Existing Contracts As Needed; From The Last Commission Meeting On October 15, 2003, Until The First Regularly Scheduled Commission Meeting on November 25, 2003, Subject To Ratification By The City Commission At Its First Regularly Scheduled Meeting on November 25, 2003. **Joint City Commission And Redevelopment Agency**. (Page 566)
(Procurement)

R7K A Resolution Approving, Pursuant To Section 90-230 Of The Miami Beach City Code, The Renewal Of Non-Exclusive Franchise Agreements With The Four (4) Existing Franchise Waste Contractors: 1) Republic Services Of Florida, Limited Partnership D/B/A All Service – Miami Dade Division, As Successor In Interest To Lazaros Waste Recycling; 2) Davis Sanitation, Inc; 3) Waste Management Of Dade County North, A Division Of Waste Management, Inc Of Florida; And 4) Browning Ferris Industries Waste Services Of North America; Said Franchises Approved For A Term Of Five (5) Years, Commencing Retroactively On October 1, 2003, And Ending On September 30, 2008; Further Authorizing The Mayor And City Clerk To Execute Franchise Agreements With The Four (4) Aforestated Franchisees; Providing Further, That Said Approval Of Renewal Of The Four (4) Franchise Waste Contractors Be Subject To And Contingent Upon Each Waste Contractor's Renewal And Execution Of The Currently Existing Agreement For Provision Of Additional Services Relative To Solid Waste Collection At City-Owned Facilities, With The Term Of Said Agreement(s) To Run Concurrently With The Term Of The Franchise, As Set Forth In This Resolution. (Page 570)
(Public Works)

R7L A Resolution Authorizing The Mayor And City Clerk To Renew A Service Agreement With BFI Waste Systems Of North America, Inc., For A Term Of One Year, Commencing November 1, 2003 And Ending On October 31, 2004, For The Collection And Disposal Of Residential Solid Waste, Yard Trash, Bulk Waste And Operation Of The City's Solid Waste Management Facility. (Page617)
(Public Works)

R9 - New Business and Commission Requests

R9A Board and Committee Appointments. (Page 631)
(City Clerk's Office)

R9B(1) Dr. Stanley Sutnick Citizen's Forum. (1:30 p.m.) (Page 637)
R9B(2) Dr. Stanley Sutnick Citizen's Forum. (5:30 p.m.)

R9C A Resolution Urging Against The Increase Of Development Intensities And Densities Through Relaxation Or Modification Of The City's Land Development Regulations, Comprehensive Plan, And Concurrency System, As A Result Of Its Recommendation On Rail-Based Transportation Systems, So As To Protect Against Overdevelopment Of The City. (Page 639)
(Requested By Mayor Dermer)

R9D Discussion Re: Ordinance Creating The Ocean Rescue/Beach Safety Department. (Page 643)
(Requested By Commissioner Cruz)

R9E Discussion On The Settlement Agreement Between The Royal Palm Hotel And The City Of Miami Beach. (Page 647)
(Requested By Commissioner Cruz)

R9F1 Referral To The Finance And Citywide Projects Committee Of The Establishment Of A Dedicated Source Of Funding For The Cultural Arts Council. (Page 649)
(Requested By Commissioner Cruz)

R9F2 Discussion Regarding Alternative Funds For The Cultural Arts Council. (Page 651)
(Requested By Commissioner Bower)

R9G Discussion Regarding Resolutions Relating To City's Commission Committees. (Page 661)
(Requested By Commissioner Smith)

R9H Discussion And Status Report On The Normandy Shores Park And Youth Center. (Page679)
(Requested By Commissioner Smith)

R9I Status Report On Wayfinding Signage Project. (Page 681)
(Planning Department)

R10 – City Attorney Reports

R10A Executive Session (Page 688)
Pursuant to Section 286.011, Florida Statutes, a Closed Executive Session will be held during lunch recess of the City Commission meeting on October 15, 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, First Assistant City Attorney Debora Turner, First Assistant City Attorney Gary Held, Special Counsels Richard Ovelmen and Dan Paul.

Reports and Informational Items

A. Parking Status Report. (Page 691)
(Parking Department)

B. Status Report On The Rehabilitation Project Of The Existing Building And The Addition To Fire Station No. 2. (Page 729)
(Capital Improvement Projects)

C. Status Report On The General Obligation Bond Funded Project For The Rehabilitation Of Fire Station No. 4. (Page 731)
(Capital Improvement Projects)

D. Status Report On North Shore Park And Youth Center. (Page 735)
(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. (Page737)
(Procurement)

F. Non-City Entities Represented By City Commission:

Miami-Dade Homeless Trust Board Meeting Minutes Of August 1, 2003. (Page 738)
(Requested By Commissioner Steinberg)

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

CITY OF MIAMI BEACH
CITY ATTORNEY'S OFFICE

TO: **Robert Parcher**
City Clerk

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

DATE: **October 7, 2003**

SUBJECT: **PROPOSED AGENDA ITEM - AMENDMENT TO CITY ATTORNEY TITLE CLASSIFICATIONS (FIRST READING)**

Please withdraw the above referred to proposed Ordinance from the October 15, 2003 calendar and further consideration at this time.

MHD:lm

cc: Jorge M. Gonzalez
City Manager

Agenda Item R5A
Date 10-15-03

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 Second Reading/Public Hearing?

Item Summary/Recommendation:

The Community Affair's Committee meeting of September 30, 2003 was cancelled however staff has revised the ordinance after first reading as follows: the ordinance will be initiated upon a warning by a law enforcement official to dispose or discard of any such objects specified in subsections (1) through (10) and failure to do so will result in an arrest.

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
	CMC	

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AGENDA ITEM R5B

DATE 10-15-03

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: October 15, 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 Second Reading/Public Hearing.

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 were also referred to the Community Affairs Committee between first and second reading, to address specific elements of the Ordinance and place limitations as deemed appropriate.

The Community Affair's Committee meeting of September 30, 2003 was cancelled however staff has revised the ordinance after first reading as follows: the ordinance will be initiated upon a warning by a law enforcement official to dispose or discard of any such objects specified in subsections (1) through (10) and failure to do so will result in an arrest.

CONCLUSION

In light of the upcoming FTAA it is necessary to adopt the attached ordinance on second reading/public hearing as amended.

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
T:\AGENDA\2003\oct1503\regular\DemontrationOrdAmend.MEM.doc

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 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, 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; 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, assemblies, rallies and picket lines, which serve the significant government interests of protecting and safeguarding the health and safety or 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; 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. It includes activities conducted on public property for the purpose of demonstrating approval or disapproval of governmental policies or practices, expressing a view on public issues, or bringing into public notice any issue or other matter.

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.

(a) Any participant in a demonstration, rally, picket line or parade within the city who is observed carrying or possessing any of the objects specified in subsections (1) through (10) shall immediately dispose or discard of the object(s) upon the request of a law enforcement officer. The willful refusal to dispose or discard of the object(s) shall constitute a violation, punishable in accordance with section 1-14 of this Code.

The following objects are prohibited at ~~prohibitions shall apply to~~ demonstrations, rallies, picket lines and parades:

~~(a)~~ (1) It shall be unlawful for any person to exhibit or display, while participating in any demonstration, rally, picket line or parade, any weapon. For purposes of this section, "weapon" shall mean any pistol, rifle, shotgun or to her 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)~~ (2) 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)~~ (3) 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)~~ (4) 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)~~ (5) 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)~~ (6) It shall be unlawful for any person to carry or possess any glass bottles, glass jars or glass containers.

~~(g)~~ (7) It shall be unlawful for any person to carry or possess spray paint cans.

~~(h)~~ (8) 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)~~ (9) It shall be unlawful for any person to carry or possess bricks, stones, rocks or pieces of asphalt or concrete.

~~(j)~~ (10) 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.

(b) 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. Prior to enforcement of this subsection, a law enforcement officer shall issue a dispersal order. Refusal to disperse peacefully and immediately shall constitute a violation of this section, punishable in accordance with section 1-14 of this Code.

(c) 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.

(d) 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 appropriate 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 10-9-03 Date

MOP

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, October 15, 2003, at the times listed below**, to consider the following.

at 10:45 a.m.:

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.

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

at 11:00 a.m.:

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.

Inquiries may be directed to the Police Department (305) 673-7925.

at 11:45 a.m.:

AN ORDINANCE AMENDING CHAPTER 50 OF THE CITY OF MIAMI BEACH CODE ENTITLED "FIRE PREVENTION AND PROTECTION", BY AMENDING SECTION 50-3 THEREOF, ENTITLED "PLANS EXAMINATION, INSPECTIONS, PERMITS" BY DELETING SUBSECTIONS 50-3(A) THROUGH (N) IN TOTO AND REPLACING SAME WITH SUBSECTIONS 50-3(A) THROUGH (V), AND BY AMENDING APPENDIX A THERETO, ENTITLED "FEE SCHEDULE"; BY PROVIDING FOR AN INCREASE IN PERMIT AND INSPECTION FEES FOR FIRE PERMITS AND FOR OTHER FIRE DEPARTMENT ACTIVITIES FOR SUBSECTIONS 50-3(A) THROUGH (V); PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Inquiries may be directed to the Finance Department (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 #208

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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, Florida, amending Chapter 102 of the City Code, entitled "Taxation"; amending Division IV therein, entitled "Tax"; amending Article V therein, entitled "Occupational License Tax"; amending Section 102-379 therein, entitled "Schedule of Taxes"; said amendment repealing the five percent (5%) increases, respectively, on the fee for beachfront concession operations per activity per location, and beach upland fee (per unit), as approved on Ordinance 2003-3413; on July 30,2003 providing for repealer, severability, codification, and an effective date.

Issue:

To repeal five percent (5%) increase on beachfront concession operations per activity per location and beach upland fee (per unit).

Item Summary/Recommendation:

Approve the Ordinance Amendment on second reading.

Advisory Board Recommendation:

Financial Information:

Additional Revenue Projection

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1	($10,496.00)	011-8000-321200 Occup Lic	
2			
3			
4			
Total	($10,496.00)		

City Clerk's Office Legislative Tracking:

Patricia Walker

Sign-Offs:

Department Director	Assistant City Manager	City Manager

AGENDA ITEM R5C

DATE 10-15-03

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez
City Manager

SECOND READING PUBLIC HEARING

Subject: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 102 OF THE CITY CODE, ENTITLED "TAXATION"; AMENDING DIVISION IV THEREIN, ENTITLED "TAX"; AMENDING ARTICLE V THEREIN, ENTITLED "OCCUPATIONAL LICENSE TAX"; AMENDING SECTION 102-379 THEREIN, ENTITLED "SCHEDULE OF TAXES"; SAID AMENDMENT REPEALING THE FIVE PERCENT (5%) INCREASES, RESPECTIVELY, ON THE FEE FOR BEACHFRONT CONCESSION OPERATIONS PER ACTIVITY PER LOCATION, AND BEACH UPLAND FEE (PER UNIT), AS APPROVED BY ORDINANCE NO. 2003-3413; ON JULY 30, 2003 PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE**

ADMINISTRATION RECOMMENDATION:

Approve the Ordinance Amendment on second reading.

ANALYSIS:

On September 5, 2001, when Resolution No. 2001-24571 was passed, the Mayor and City Commission agreed that fees for beachfront concessions would not be increased without evaluating the base fee. Additionally, the results of this evaluation would be presented to the upland owners for discussion. Therefore, it is recommended that the increase for beachfront concessions upland fee that was approved on July 30, 2003 by Ordinance No. 2003-3413 should be amended to rollback such rates to existing levels, pending discussion with the industry. It is further recommended that this item should be referred to the Finance and Citywide Projects Committee for evaluation.

BACKGROUND:

On September 5, 2001, the City Commission established a concession fee of $15.00 per upland unit per year, with a maximum of $10,000 per upland property, and annual increases based on the Consumer Price Index. The Finance and Citywide Projects Committee further supported a compromise recommendation that the fee structure be evaluated after a one year period, and any changes thereto be approved by the City Commission prior to implementation.

On May 12, 2003, the Finance and Citywide Projects Committee recommended a fee increase of 5% for each occupational license. Further, that the new rate increase take effect upon approval of the amended Ordinance. Additionally, the Committee recommended that an annual escalation provision, based on CPI, be included in the Ordinance.

During first reading of the ordinance amendment on July 2, 2003, the Mayor and City Commission accepted the Finance and Citywide Projects Committee's recommendations, with the exception of the automatic annual increase provision.

Ordinance No. 2003-3413 passed on July 30, 2003, with a methodology in place to allow for review of fees when a threshold change in the CPI occurs. Therefore, a review of the fees will be initiated, whenever a change in the CPI between the current CPI and the date of CPI used to establish the last rate adjustment is greater than five percent (5%). Upon reaching this threshold, and following a survey of fees for similar services in surrounding communities and/or an analysis to review the current cost of providing such services, adjustment to such fees will be incorporated into an amended ordinance or resolution, as appropriate, and submitted to the Mayor and City Commission for approval.

JMG/PDW/ris

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 102 OF THE CITY CODE, ENTITLED "TAXATION"; AMENDING DIVISION IV THEREIN, ENTITLED "TAX"; AMENDING ARTICLE V THEREIN, ENTITLED "OCCUPATIONAL LICENSE TAX"; AMENDING SECTION 102-379 THEREIN, ENTITLED "SCHEDULE OF TAXES"; SAID AMENDMENT REPEALING THE FIVE PERCENT (5%) INCREASES, RESPECTIVELY, ON THE FEE FOR BEACHFRONT CONCESSION OPERATIONS PER ACTIVITY PER LOCATION, AND BEACH UPLAND FEE (PER UNIT), AS APPROVED BY ORDINANCE NO. 2003-3413 ON JULY 30, 2003; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, at its meeting on May 12, 2003, the Finance and Citywide Projects Committee recommended fee increases for occupational license, certificate of uses, and fire inspection fees; and

WHEREAS, on first reading of the aforestated amendments to the Occupational License Ordinance on July 2, 2003, the Mayor and City Commission adopted the Finance and Citywide Projects Committee's recommendations, except for the provision as to the portion pertaining to automatic fee escalations; and

WHEREAS, on second reading, the Mayor and City Commission adopted the Occupational License Ordinance on July 30, 2003, which included an increase to the beachfront concession fees.

WHEREAS, on September 5,2001, the Mayor and City Commission passed Resolution No. 2001-24571, which stated that fees for beachfront concessions would not be increased without evaluating the base fee; and

WHEREAS, the results of this evaluation will be presented to beach upland owners for discussion; and

WHEREAS, the increase for beachfront concessions upland fee that was approved on July 30, 2003 by Ordinance No. 2003-3413 should be amended to rollback such rates to existing levels, pending discussion with the industry.

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

SECTION 1. That Chapter 102 of the City Code; Division IV therein; Article V therein; Section 102-379 therein is amended as follows.

Sec. 102-379 Schedule of Taxes
License taxes for the following businesses, occupations, or professions are hereby levied and imposed as set forth below

***

BEACHFRONT CONCESSION OPERATIONS		
(a) PER ACTIVITY PER LOCATION	~~$ 604.00~~	$ 575.00
BEACH UPLAND FEE (PER UNIT)	~~$ 16.00~~	$ 15.00

REPEALER

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

SEVERABILITY

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

CODIFICATION

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

EFFECTIVE DATE

This Ordinance shall take effect immediately upon approval of said ordinance.

PASSED AND ADOPTED This _____ day of _____, 2003.

_____

MAYOR

ATTEST:

_____

CITY CLERK

1ST Reading 09/18/03
2ND reading 10/15/03

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

9-15-03

City Attorney Date

Stand up for your rights and watch Action Line stand right behind you.

CORRECTED AD

(PLEASE NOTE: WRONG TITLE PUBLISHED IN THE MIAMI HERALD BEACH NEIGHBORS ON THURSDAY, SEPTEMBER 25, 2003 AT 11:45 A.M.)
REPLACEMENT TITLE

CITY OF MIAMI BEACH
NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY given that a Pubic 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, October 15, 2003, at 11:45 a.m.,** to consider the following.

AN ORDINANCE AMENDING CHAPTER 102 OF THE CITY CODE, ENTITLED "TAXATION" AMENDING DIVISION IV THEREIN, ENTITLED "TAX"; AMENDING ARTICLE V THEREIN, ENTITLED "OCCUPATIONAL LICENSE TAX"; AMENDING SECTION 102-379 THEREIN, ENTITLED "SCHEDULE OF TAXES"; SAID AMENDMENT REPEALS THE FIVE PERCENT (5%) INCREASE ON BEACHFRONT CONCESSION OPERATIONS (A) PER ACTIVITY PER LOCATION AND BEACH UPLAND FEE (PER UNIT) APPROVED ON ORDINANCE 2003-3413; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Inquiries may be directed to the Finance Department (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 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
All-America City
2003

Ad #210

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

An Ordinance amending the Code of the City of Miami Beach amending Section 142-902 by providing for one property management office as an accessory use to manage residential units within the building as well as other non-contiguous buildings.

Issue:

Shall the Land Development Regulations of the City Code be amended to allow a property management office as an accessory use in a residential building, which would also manage residential units not located within the same building?

Item Summary/Recommendation:

Currently, an accessory use is a subordinate use which is incidental to and customary in connection with the main building or use and which is located on the same lot with such main building or use. The proposed ordinance would permit the property management office to manage other residential units not located in the same building as the office, as long as the maximum number of units does not exceed 100.

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

Advisory Board Recommendation:

At the August 26, 2003 meeting, the Planning Board voted unanimously (5-0, two members absent) to recommend to the City Commission approval of 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 10-15-03

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: October 15, 2003

From: Jorge M. Gonzalez
City Manager

First Reading

Subject: Amendment to Accessory Uses - Property Management Office

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, CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," BY AMENDING SECTION 142-902, "PERMITTED ACCESSORY USES," BY INCLUDING A MANAGEMENT OFFICE FOR NON-CONTIGUOUS MULTIPLE RESIDENTIAL BUILDINGS. PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the ordinance on first reading and set a second reading public hearing for November 25, 2003.

BACKGROUND

Mr. Richard Shindler, who owns and operates several apartment buildings in a low intensity multi-family residential area of North Beach and manages his properties from one of the buildings, was cited by Code Compliance and the matter was scheduled for Special Master disposition. Meanwhile, Mr. Shindler petitioned the City Commission so that all the residents and prospective tenants of the various buildings could use this office to make payments, request work or maintenance, sign or renew contracts, etc. The Commission in turn referred this matter to the Land Use and Development Committee.

The Committee reviewed this issue at is February 2002 meeting and at the March 20, 2002 meeting, the City Commission referred to the Planning Board an ordinance that would establish an administrative management office for multiple residential buildings as a conditional use in the RM-1, 2 and 3 multifamily zoning districts.

ANALYSIS

Pursuant to Section 142-901 of the City Code, "accessory uses shall be located on the same lot as the main permitted use..." In addition, Section 114.1 "Definitions," defines accessory use as a subordinate use which is incidental to and customary in connection with the main building or use and which is located on the same lot with such main building or use.

An administrative office that maintains the operation of an apartment building is then construed to be an accessory use in an apartment building. The Code, however, does not permit for that office

to be used as a management/operation center for other non-contiguous properties, as indicated in Section 142-902, "Permitted accessory uses," which indicates that "apartment buildings may have accessory uses such as mechanical support equipment and administrative offices and uses that maintain the operation of the **building**," (emphasis added as to the singularity of the subject).

The Planning board had a public hearing on this proposed ordinance at its January 28, 2003 meeting and at that time continued it to the May, 2003 meeting, requesting that staff look into the following issues:

- How many other cases could be in similar situations.
- A reasonable distance separation.
- Look into what other municipalities permit.
- Possible implications of this amendment.
- Obtain copies of the violations.
- Have a Code Compliance officer present at the next hearing.

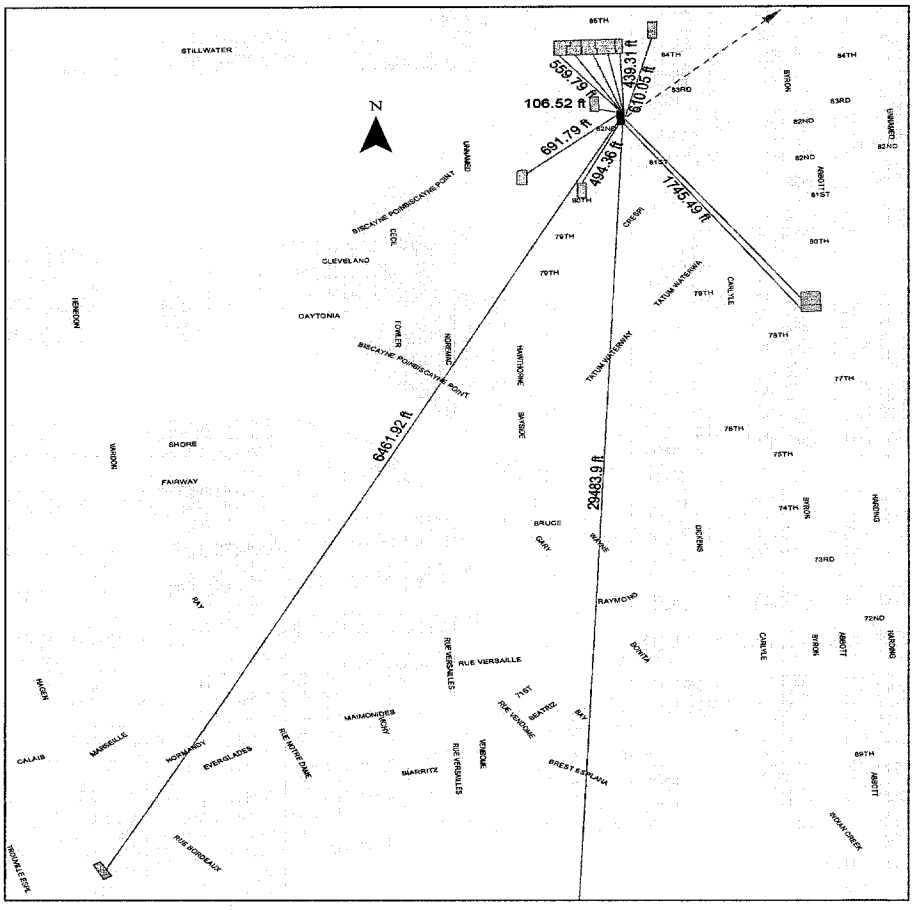
In response to the Board's many questions and concerns, staff researched what nearby communities permit as accessory uses.

The City of Miami defines accessory use as "a use customarily incidental and subordinate to the principal use, and unless otherwise specifically provided, located on the same premises ... construed as meaning on the same lot or on a contiguous lot in the same ownership." Section 30-111, "Accessory use regulations," of the Code of the Village of Key Biscayne, provides that accessory uses shall be located on the same lot as the main permitted use and that they shall be incidental to and customarily associated with the main permitted use. The City of Hialeah defines accessory uses as those customarily incident to the principal use, but not including any commercial activity.

These are only a few examples of the nearby communities that were researched, and after reading the regulations, the conclusion was that they are all very similar to what our City Code allows. As such, no additional insight was gathered by these regulations. In addition, as part of the research, a "name search" for Richard Shindler through the Miami-Dade County Properties Database was conducted in order to find what a reasonable distance would be for one office for several buildings. The rationale to do the search in Mr. Shindler's name was simply that he had petitioned the City Commission for this ordinance and thus, an interested party in the outcome. This is not to say that there may be others in similar situations that would also benefit from an amendment to the Code, but at this point in time, it is not known how many may be in similar situations.

The results of the database search is compiled in the table below, and the distances radiating from the management office to all the properties contained in the table are mapped out in the graphic map on the same page. It should be noted that one of the properties, which contains 19 apartment units, is in South Beach, which begged the question of whether the building is managed on site, or all the transactions are handled through the North Beach office. At the Planning Board meeting of August 26, 2003, Mr. Shindler stated that this building has its own management office and only the tax bill is mailed to the North Beach office. All properties listed in the table below have a mailing address of Richard Shindler - 715 - 82nd Street, Miami Beach, with the exception of those marked with ** but including two of the properties in Surfside.

Address	Year built	# of floors	# of units	Lot Size (sq. ft.)	Lot size (ft)	Distance from mgmnt. office.
1428 Collins Avenue	**1949**	**2**	**19**	**7,000**	**50 x 140**	**29,483.9'**
1566 71st Street	**1936**	**1**	**1**	**6,443**	**51.54 x 125**	**6461.92'**
7830 Abbott Ave	**1963**	**2**	**8**	**5,650**	**50. x 113**	**1,745.49'**
7834 Abbott Ave	**1940**	**2**	**17**	**11,300**	**100 x 113**	**1,745.49'**
8031 Hawthorne Av.	**1947**	**2**	**4**	**6,215**	**55 x 113**	**691.79'**
865 80th St.	**1956**	**2**	**4**	**5,650**	**50 x 113**	**494.36'**
715 82nd St. (mgm. off.)	**1947**	**1**	**4**	**5,650**	**50 x 113**	
640 85th St.	**1948**	**2**	**4**	**6,250**	**50 x 125**	**610.05'**
725 84th Street**	**1948**	**2**	**4**	**9,249**		**493.3'**
755 84th St.	**1948**	**2**	**4**	**9,248**		**"**
775 84th St.	**1948**	**2**	**4**	**9,106**		**"**
785 84th St.	**1948**	**2**	**4**	**8,861**		**559.79'**
Total number of units			**85**			
925 90th Street	**1952**	**1**	**1**	**6,160**	**55 x 112**	**Outside City boundaries**
9288 Bay Drive	**1955**	**1**	**1**	**9,534**	**90.80 x 105**	**Outside City boundaries**
9472 Byron Ave.**	**1940**	**1**	**1**	**5,600**	**50 x 112**	**Outside City boundaries**



At the January 2003 meeting, one of the Board's suggestions was to consider the proximity and number of units. Using Mr. Shindler's properties as an example, a 700-foot radius would be reasonable and within walking distance, as represented by the cluster of the majority of the units shown on the graphic map; however, in Mr. Shindler's case, some of the properties are in neighboring jurisdictions. Although the approval of the proposed ordinance may benefit some residential property owners in reducing overhead costs, there may be unintended consequences such as the added traffic, which may adversely affect the character of the City's low scale residential districts.

At the August 26, 2003 Planning Board meeting, an ordinance containing the suggestions made at the January 2003 Board meeting including a provision for this type of use to be a Conditional Use was presented. The rationale for the Conditional Use process was that the extra level of scrutiny in a public forum would put the immediate neighbors on notice of any request of this type and allow them the opportunity to express their opinions. The proposed ordinance also created a purpose and mandatory criteria for the review of such offices as a conditional use consisting of the following:

- Creation of the conditional uses in the RM-1, 2 and 3 residential multifamily districts for a management office for non-contiguous residential buildings in close proximity to each other, with close proximity defined as within 700 feet.

- A new section of the City Code (142-1422) defining the purpose for the conditional use, which is to provide mandatory requirements and review criteria to be used in reviewing requests for a conditional use permit for an administrative management office for non-contiguous multiple residential buildings. The office should be for the benefit of apartment buildings that are within close proximity (700 feet) to the management center.

- The mandatory requirements and review criteria incorporated in another proposed new section of the Code (142-1423).

    1. *Maximum distance requirement* – buildings shall be within 700 feet of the office.
    2. *Owner occupied / manager occupied.*
    3. *Maximum number of units* – no more than 100 units, and a building with 20 units or more to have its own management office.
    4. *License* – license for the management office should identify the addresses of all buildings.

The Planning Board, however, made several changes to the proposed ordinance and recommended approval as modified. These modifications include the removal of the requirement for Conditional Use, thereby also eliminating the review criteria.

The modified ordinance provides for the property management office to be an accessory use for apartment buildings and enables the management office to manage the residential units within the building, as well as residential units in other buildings as long as the total number of units does not exceed a maximum of 100 units. This modified ordinance is attached for consideration.

It should be noted that the Administration believes that it will be difficult to enforce this particular provision of the ordinance and most likely will be complaint-driven. It is anticipated that only if there are complaints regarding excessive noise, traffic, etc. will this provision be enforced by the Code Compliance Division issuing violations, which could then be prosecuted by the Special Master.

CONCLUSION

According to Section 118-164(3) of the City Code, when a request to amend the land development regulations does not change the actual list of permitted, conditional or prohibited uses in a zoning category, the ordinance may be read by title or in full on at least two separate days and shall, at least ten days prior to adoption, be noticed once in a newspaper of general circulation in the city. Immediately following the public hearing at the second reading, the city commission may adopt the ordinance by a 5/7ths vote.

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, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," BY AMENDING SECTION 142-902, "PERMITTED ACCESSORY USES," BY INCLUDING A MANAGEMENT OFFICE FOR NON-CONTIGUOUS MULTIPLE RESIDENTIAL BUILDINGS. PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Land Development Regulations of the City Code does not contain provisions for property management office for non-contiguous multiple residential buildings; and

WHEREAS, it would be more efficient and effective to have a property management office for non-contiguous multiple residential buildings contained in one building rather than one for each building; and

WHEREAS, the Planning Board recommended approval of this amendment provided that one hundred (100) or less residential units are managed from one property management office; and

WHEREAS, the general health, safety and welfare of the residents of the City would be aided by this policy in that commercial activities related to property management would be restricted to one location.

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

SECTION 1. That Section 142-902, "Permitted accessory uses," is hereby amended as follows:

The following are permitted accessory uses:

* * *

(2) Apartment buildings may have accessory uses based upon the below criteria:

* * *

i. One property management office for the purpose of managing residential units within the building as well as residential units located in other buildings, as long as the total number of units does not exceed a maximum of 100 units.

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

M K Dull 9-22-03

City Attorney Date

First Reading:
Second Reading:

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

Underscore denotes new language

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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 R5E

DATE 10-15-03

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: October 15, 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.

September 10, 2003 – At this meeting, a motion to approve the Administration's recommendation not to approve the ordinance failed by a 3-4 vote. A second motion was made to amend the proposed ordinance by deleting the words "vacant as of January 1, 1999," and to allow provisional or temporary parking lots for no longer than 5 years. An amendment to this motion was made requesting that instead of 5 years, these types of parking lots be allowed for only 36 months, but the amendment to the motion was not accepted. A third motion was made to open and continue the proposed ordinance to the October 15, 2003, which passed by a 6-0 vote.

In essence, the ordinance under review at this time is the same as it was proposed originally.

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.

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 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

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 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) 673-7411 for assistance; if hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (VOICE), for assistance.

Ad #0104

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:		Amount	Account	Approved
	1			
	2			
	3			
	4			
Finance Dept.	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 R5F

DATE 10-15-03

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: October 15, 2003

From: Jorge M. Gonzalez
City Manager

Second Reading – Public Hearing

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 as amended on first reading.

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.

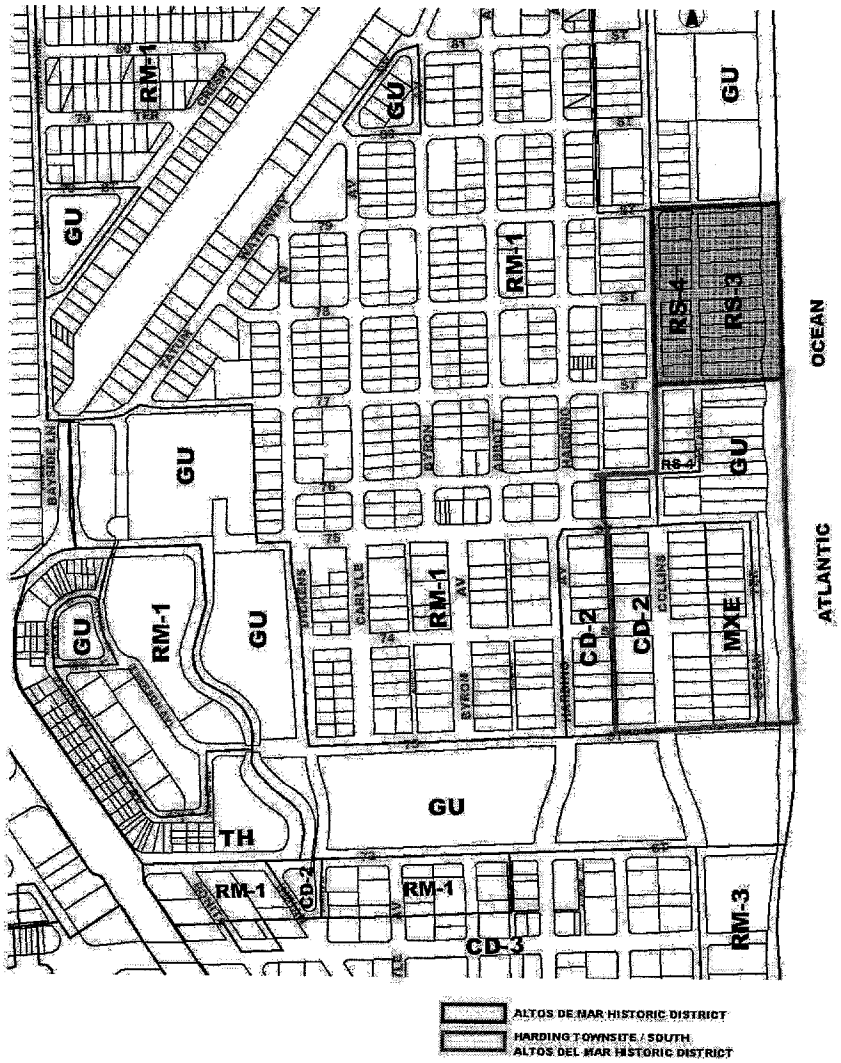
Altos del Mar, or Highlands of the Sea, was a very early attempt at residential subdivision on Miami Beach, and is particularly important for the role it played in opening up the City's North Shore and its environs to development. The original Altos del Mar subdivision ran from 75th Street to 83rd Street 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.

CITY COMMISSION ACTION

At the September 10, 2003 meeting, the City Commission approved on first reading (7-0) an ordinance that was amended by just permitting 3,250 square feet as the maximum square footage for any single-family structure in the RS-4 zoning district of the Altos del Mar Historic District. This amendment also removed the requirement to distribute the floor area 60% on the ground floor and 40% on the second floor.

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/CMC/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., is requesting 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 to 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 this 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~~ 3,250 square feet. No variances shall be granted with regard to the maximum square footage of structures.
(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 _____, 2002.

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ 9-22-03
City Attorney Date

First Reading: September 10, 2003
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 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, October 15, 2003, at the times listed below**, to consider the following.

at 10:45 a.m.:

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.

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

at 11:00 a.m.:

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.

Inquiries may be directed to the Police Department (305) 673-7925.

at 11:45 a.m.:

AN ORDINANCE AMENDING CHAPTER 50 OF THE CITY OF MIAMI BEACH CODE ENTITLED "FIRE PREVENTION AND PROTECTION", BY AMENDING SECTION 50-3 THEREOF, ENTITLED "PLANS EXAMINATION, INSPECTIONS, PERMITS" BY DELETING SUBSECTIONS 50-3(A) THROUGH (N) IN TOTO AND REPLACING SAME WITH SUBSECTIONS 50-3(A) THROUGH (V), AND BY AMENDING APPENDIX A THERETO, ENTITLED "FEE SCHEDULE"; BY PROVIDING FOR AN INCREASE IN PERMIT AND INSPECTION FEES FOR FIRE PERMITS AND FOR OTHER FIRE DEPARTMENT ACTIVITIES FOR SUBSECTIONS 50-3(A) THROUGH (V); PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Inquiries may be directed to the Finance Department (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 #298

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RESOLUTIONS

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution adopting the Biscayne Point Neighborhood Basis of Design Report (BODR) and Addendum #1, which defines G.O. Bond, Water and Sewer Bond, and Stormwater Bond funded Capital Improvements to be implemented through the Biscayne Point Neighborhood Right Of Way Improvement Project.

Issue:

Should the City adopt the Biscayne Point Basis of Design Report (BODR) and Addendum #1, prepared by The Corradino Group and City staff, as the officially approved description of capital improvements to be designed and constructed through the Biscayne Point Right of Way Improvement Project?

Item Summary/Recommendation:

On April 10, 2002, the City entered into an agreement with The Corradino Group (the Consultant) to provide for Planning Phase services for the Biscayne Point ROW Right of Way Improvement Project. The Consultant and City staff initiated a comprehensive planning process that included a review of historic information, neighborhood site visits, and inter-departmental staff and consultant visioning sessions.

The Consultant then developed an initial program of recommended improvements presented at a Community Design Workshop (CDW #1) on Sept. 19, 2002 at the Lehrman Day School. Public comment and feedback from this forum was analyzed and incorporated where appropriate in a revised plan, which was presented at a second Community Design Workshop (CDW #2) on January 9, 2003. At CDW #2, a substantial consensus was achieved among residents on the recommended improvements. The BODR was prepared by the Consultant, carefully reviewed by all applicable City Departments and refined as necessary, including Addendum #1 which was requested by staff to correct errors and omissions in the final draft of the report.

At the GO Bond Oversight Committee meeting where the BODR was considered, the Biscayne Pointe Island Homeowner's Association requested an increase in the number of acorn lighting fixtures, with funding to be reallocated from deleting the milling and resurfacing of streets in the sub-neighborhood. Residents of Biscayne Beach requested a greater share of the available funding, due to what they perceive as a greater need for improvements in the multi-family area, particularly with regard to drainage.

Subsequent to the G.O. Bond Committee recommendation, the Administration held a meeting with representatives of the Biscayne Pointe Island Homeowners Association and achieved consensus to accept the Consultant's and the Administration's recommendation for lighting and repaving. The GO Bond Oversight Committee concurred with the staff recommendation and did not accept the Biscayne Beach request to reallocate funding from other neighborhoods to them. The next step is for the City Commission to approve the BODR and Addendum #1, which will then serve as a basis for the preparation of construction drawings for recommended improvements.

Advisory Board Recommendation:

On August 4, 2003, the BODR and Addendum #1 were approved by the GO Bond Oversight Committee, with the following amendment: delete $163,630 for repaving roadways and reallocate those funds to the decorative acorn lighting budget.

Financial Information:

Amount to be expended:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
Total			

City Clerk's Office Legislative Tracking:

Joyce Meyers, Planning Department

Sign-Offs:

Department Director	Assistant City Manager	City Manager

AGENDA ITEM R7A

DATE 10-15-03

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: October 15, 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 OFFICIALLY ADOPTING THE BISCAYNE POINT NEIGHBORHOOD BASIS OF DESIGN REPORT (BODR) AND ADDENDUM NO. 1, WHICH DEFINES AND DESCRIBES G.O. BOND, WATER AND SEWER BOND, AND STORMWATER BOND FUNDED CAPITAL IMPROVEMENTS TO BE IMPLEMENTED THROUGH THE BISCAYNE POINT RIGHT OF WAY IMPROVEMENT PROJECT**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The Basis of Design Report (BODR) for Stormwater, Water and Sewer, and General Obligation Bond funded improvements for the Biscayne Point Neighborhood has been completed and submitted by the Corradino Group, the consultant contracted to plan and design the neighborhood improvements. This Basis of Design Report (BODR) has been reviewed by City staff from all relevant Departments and refined as necessary, including Addendum #1 which was requested by staff to correct errors and omissions in the final draft of the report. The next step is for the City Commission to approve the BODR and Addendum #1, which will then serve as a basis for the preparation of construction drawings for recommended improvements.

Neighborhood Description

The Biscayne Point neighborhood is entirely residential in land use, and includes two neighborhood parks. It consists of three sub-neighborhoods with varying needs and funding sources. Therefore, the improvement plan is subdivided into three sub-plans based on the needs of the sub-neighborhoods of ***Biscayne Pointe Island***, a peninsular island of single family homes which has a gated entry one block west of the intersection of 77th Street and Hawthorne Avenue; ***Stillwater,*** a peninsula of single family homes with a gated entry located west of 85th Street and Stillwater Park; and ***Biscayne Beach***, an island bounded to the east and south by Tatum Waterway, to the north by Biscayne Bay, and to the west by a canal and Biscayne Bay. Biscayne Beach consists of predominantly multi-family residential uses, with a number of single family homes located west of Hawthorne Ave. and north of 86th Street.

Background

On April 10, 2002, the Mayor and City Commission approved the professional services agreement, pursuant to Request for Qualifications (RFQ) No. 10-00/01, with The Corradino Group (the Consultant) for Planning Phase services for the Biscayne Point ROW Improvement Project. The total cost for the Planning Phase was $90,512, with $69,703 from Series 2000 General Obligation Bonds, $3,358 from Water and Sewer Bonds, and $17,451 from the Stormwater Bond Fund.

The Consultant's Notice to Proceed was given on June 10, 2002 and the Project Kick-off Meeting was held on the same day. The official onsite reconnaissance meeting with City staff and Program Managers, Hazen and Sawyer, was held on June 17, 2002. Using information gathered from these meetings, as well as resident input collected at Biscayne Point GO Bond meetings held previously during the spring of 2000, the Consultant developed an initial program of recommended improvements. On August 23, 2002, the Consultant presented this program to City staff for comment and further development.

On September 19, 2002, a revised program was presented at Community Design Workshop (CDW) #1 held at Lehrman Day School. Public comment and feedback from this forum was analyzed and incorporated into the plan, where appropriate. In addition, the Project Team held individual meetings with each of the sub-neighborhood homeowner's associations and conducted several more site visits. This revised program was presented at CDW #2 on January 9, 2003. At this meeting, a substantial consensus was achieved among residents on recommendations related to the GO Bond improvements. However, the following issues were identified for further study.

1. The Biscayne Pointe Island Homeowner's Association (HOA) requested an increase in the number of fixtures in the proposed pedestrian scale lighting system by reducing the spacing between fixtures. In order to cover the increased cost for light fixtures, the HOA proposed that the milling and resurfacing of asphalt pavement should be deleted from the Project. Subsequently, the Public Works Department conducted testing and analysis of the condition of the pavement and concluded that milling and resurfacing of the island's streets will be necessary. This issue was resolved in later meetings between the Administration and the HOA, which resulted in the HOA agreeing to accept the Consultant's and the Administration's recommendation for the BODR.

2. The Stillwater Drive Homeowner's Association requested additional enhancements to the entrance area near the guardhouse. There is a total of $23,640 recommended in the BODR for landscaping, lighting and sign enhancement for this entrance. However, some of the residents feel this is not sufficient and would like a more elaborate entrance design with masonry walls, brick pavers and other amenities. Residents were informed that the consultants will work with them during the design phase of the project to achieve the best possible design within the available budget.

3. Residents of Biscayne Beach requested a greater share of the available funding, due to what they perceive as a greater need for improvements in the multi-family area, particularly with regard to drainage. The response from consultants and staff was that the funding for drainage and water and sewer improvements was directly linked to priorities developed in the citywide master plans. Water and Stormwater Bond funding cannot be expended outside of areas that meet these priority criteria, thus stormwater improvements in the Biscayne Beach sub-neighborhood are targeted for the area north of 83rd Street. In addition, residents were advised that since the GO Bond funding allocation for Biscayne Point was presented as a single line item in the bond issue, funding was roughly allocated between the three sub-neighborhoods based upon a ratio of linear feet of roadway. This is the same method that has been implemented in other neighborhoods throughout the City where the bond line item was allocated for an entire area with mixed residential uses and sub-neighborhoods.

On March 21, 2003, the Consultant submitted a draft BODR, representative of the culmination of planning efforts. The initial draft went through several revisions to address comments by City staff and the Program Managers, Hazen and Sawyer. On July 18, 2003, the Consultant submitted the (Draft Final) BODR. A review of that document revealed a number of minor errors and omissions that

did not warrant a full reprinting of the document; therefore, the CIP Office requested the Consultant to prepare Addendum No. 1. The Addendum, submitted August 15, 2003, addresses the remaining comments from City staff and Hazen and Sawyer.

A summary of Total Project Funding proposed for the Biscayne Point neighborhood is presented below:

Initial Total Funding for Biscayne Point

G.O. Bond	$ 4,150,000
Water/Sewer Bonds	$ 200,000
Stormwater Bond	$ 0
Total	$ 4,350,000

Proposed Adjustments Based On Citywide Funding Analysis

Water/Sewer Bond - Additional for Water Line Replacements	$ 1,075,250
Stormwater Bonds - Biscayne Beach Drainage Improvements	$ 1,767,321
Total Additional Funding to Biscayne Point	$ 2,842,571

Proposed Funding	**Total**	**Net Construction** (adjusted for Soft Costs and 10% Contingency)
GO Bond Construction Budget	$ 4,150,000	$ 3,234,744
Water / sewer Construction Budget	$ 1,275,250	$ 1,031,239
Stormwater Bonds	$ 1,767,321	$ 1,500,000
Totals	$ 7,192,571	$ 5,765,983

Stormwater Drainage

Biscayne Point contains one priority basin for Stormwater drainage identified in the City of Miami Beach Comprehensive Stormwater Management Plan, (1997). Basin 142 encompasses all of the land north of 83rd Street, including Stillwater Drive. This priority basin was not funded during the bonding process. However, the City has recently completed a citywide stormwater funding analysis that allowed it to identify a sufficient amount of funding for the necessary drainage improvements. These funds can only be expended within the confines of the priority drainage basin. Residents have expressed dissatisfaction with the lack of stormwater funding for the remaining parts of the neighborhood, with particular emphasis on flooding near the intersection of Crespi Blvd. and 81st Street.

Water Distribution System

The City of Miami Beach Water System Master Plan identifies nearly 400' of cast iron pipe (priority 1) that is in need of replacement. Similarly, the Master Plan identifies approximately 5,800 linear feet of existing galvanized mains (priority 2) and cast iron (priority 3 aged cast iron) mains throughout the neighborhood that have been corroded over time and reached the end of their useful life. The Consultant estimates that the total construction cost for water lines will be $748,897. It must be noted that a portion of the water line improvements were not funded sufficiently during the bonding process. However, the City has recently completed an analysis that allowed it to identify $1,075,250 for improvements, including contingencies and "soft" costs.

Streetscape Improvements

G.O. Bonds are used for above-ground streetscape improvements that were developed from the priorities expressed by the neighborhood. In general, the streetscape effort focused on landscaping, lighting, and traffic calming. Improvement options dealt with enhancing the character of the area by providing shade trees, making the area pedestrian friendly with bulbouts, crosswalks and wider sidewalks, and maintaining the current availability of parking. Proposed improvements were

developed for the three sub-neighborhood areas of the larger neighborhood. The following improvements are fully funded under the construction budget:

Biscayne Beach - Recommended Streetscape Improvements
Hawthorne Avenue
Corner bulbouts, mid-block planters, textured crosswalks at selected intersections, landscaping
Crespi Boulevard
Corner bulbouts, mid-block planters, textured crosswalks at selected intersections, landscaping
79th Street at Crespi Park
Replace dirt swale with paved parallel parking, add sidewalks, corner bulbouts, mid-block planters, landscaping, textured crosswalks at intersections
Crespi Park area
Textured speed table at intersection of Crespi and Hawthorne
Stillwater Park area
Landscaped traffic island at intersection of Hawthorne and South Stillwater Drive, possible traffic calming feature at 86th Street, textured crosswalks
81st Street Pedestrian Connection
Pedestrian/bicycle path improvements from the Tatum Waterway footbridge to Crespi Blvd.
East-West Streets
Corner bulbouts and 2 mid-block planters with shade trees on each street
Lighting
Replace existing colonial lantern fixtures with new fixtures throughout the neighborhood
Sidewalks
Repair sidewalks (20%) and provide ADA compliant curb cuts throughout the neighborhood
Paving
Mill and resurface asphalt streets (where eligible, cost is shared by Stormwater and Water/Sewer Bonds or Public Works)

Biscayne Pointe Island
Traffic Calming
Speed tables, textured intersections and grass island (intersection of Noremac / N Biscayne Point Rd.)
Decorative Lighting
New pedestrian level lighting system located 100 feet on center (staggered)
Entry Improvement
Remove existing median and replace with decorative walls and pavilions at edge of ROW, new sign, landscaping and lighting.
Swale Reclamation
Remove significant swale encroachments and replace with previous surface to improve drainage, infill shade trees as needed.
Paving
Mill and resurface all streets (where eligible, cost is shared by Water/Sewer Bonds)

Stillwater
Traffic Calming
Textured speed tables and reduced pavement width (see below)
Reduced Pavement Width
Narrow pavement width from 40 feet to 20 feet; add pervious grass swales, new widened sidewalk, reinforce swale for one parking space per lot, add street trees
Enhance Entrance near gatehouse
Landscaping, lighting and signage
Decorative Lighting
New pedestrian level lighting system located 100 feet on center (staggered)

Neighborhood Entrances (Shared Cost)
Hawthorne Avenue / 77th Street
Textured pavers and crosswalks, bulbouts, landscaping, entry sign
85th Street / Crespi Boulevard
Textured pavers and crosswalks, bulbouts, landscaping, entry sign

Project Implementation Schedule

Task 1 Planning June 2002 – September 2003
Task 2 Design and Permitting September 2003 – November 2004
Task 3 Bid / Award June 2005 – September 2005
Task 4 Construction October 2005 – May 2007

In order to plan project work schedules in a reasonable manner, projects will be coordinated with various other citywide construction projects. In addition, project work schedules will be planned in coordination with the City's desire to evenly distribute construction throughout the north, mid and south beach portions of the city, along with other ongoing construction projects in North Beach. As a result, construction will not begin before October of 2005.

Residents have voiced opposition to this implementation timeline, requesting that construction in the Biscayne Pointe neighborhood commence as soon as possible. In response, staff has noted that the ROW Program attempts to schedule an equivalent amount ongoing construction in each of the three Miami Beach districts (north, mid and south) so as to prevent too much construction affecting one area at the same time. Since multiple ROW projects will already be ongoing in the North Beach area, the proposed implementation schedule offers the requisite timing required to coordinate projects in the North Beach area.

GO Bond Oversight Committee Recommendation
The BODR was transmitted to members of the G.O. Bond Oversight Committee on July 18, 2003. On the same date, the BODR was posted on the City's website, and neighborhood residents were notified that the BODR was available for review and comment. The Corradino Group presented the BODR to the G.O. Bond Oversight Committee at their meeting on August 4, 2003. A number of residents testified during the meeting; and generally, their comments were similar to those expressed in the second CDW. While in general agreement with the majority of planned improvements, there was disagreement on the amount of funding allocated to the Biscayne Beach sub-neighborhood and the lighting on Biscayne Pointe Island. The greatest number of comments came from Biscayne Pointe Island residents who want the repaving of the streets to be deleted from the GO Bond funding in order to increase the budget for acorn lighting. After much discussion, the G.O. Bond Oversight Committee voted to support the Biscayne Pointe Island residents' request to delete $163,630 for repaving roadways from the G.O. Bond budget and to reallocate those funds to the decorative acorn lighting budget.

On September 22, 2003, the CIP Office and Program Manager held a meeting with representatives of the Biscayne Pointe Island Homeowners Association to discuss the lighting issue. As a result of that meeting, the residents gained a more complete understanding of the minimum lighting standard, and agreed to accept the Consultant's and the Administration's recommendation for the BODR.

The BODR recommendation of the consultant which is now supported by the Homeowners Association is for the installation of a pedestrian-scale lighting system with light fixtures staggered every 100' on-center. The lighting system recommended by Corradino and the Administration, combined with the existing overhead cobra lights, meets the City standard for residential neighborhoods for an average of 0.60 foot-candles. The additional "acorn" lights requested by the community would have decreased the spacing to approximately 80' to 85' staggered and the foot-candles would be estimated to increase to an average of ± 0.75. Both options contemplate the overhead cobra lights remaining. Staff's recommendation is based on the premise that both the minimum lighting standard would be met, as well as milling and resurfacing within the available budget. It should be noted that "acorn" fixtures may be replaced by another style of fixture with

similar height (~12 ft.) and photometric performance, depending upon a pending decision to standardize fixtures Citywide.

CONCLUSION

The Administration recommends approval of the Biscayne Point BODR as submitted, including Amendment No. 1 which corrects a number of minor errors and omissions in the final report. The Administration does not support the amendment recommended by the G.O. Bond Oversight Committee to delete the roadway repaving in favor of additional acorn lighting. This is due to the fact that The Corradino Group believes the minimum lighting standard (average of 0.6 foot candles) for single family neighborhoods will be met by the original lighting plan with approximate 100-feet staggered spacing; and because testing and analysis of the condition of the pavement indicates that the existing pavement will be near the end of its useful life by the time the project is completed, thus milling and resurfacing of the island's streets is necessary.

By approving the BODR, the City will officially end the planning process for this neighborhood and finalize the design concept. It is important to note that negotiations are currently ongoing with the Corradino Group for remaining design, bid, award and construction management services for this neighborhood. Once completed, the preparation of formal construction drawings will commence. An important feature of the BODR approval is that no added input on the concept will be solicited nor changes made unless formal construction design efforts uncover flaws or errors in concept.

JMG/RCM/TH/JAM

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND OFFICIALLY ADOPTING THE BISCAYNE POINT NEIGHBORHOOD BASIS OF DESIGN REPORT (BODR) AND ADDENDUM NO. 1, WHICH DEFINES AND DESCRIBES G.O. BOND, WATER AND SEWER BOND, AND STORMWATER BOND FUNDED CAPITAL IMPROVEMENTS TO BE IMPLEMENTED THROUGH THE BISCAYNE POINT RIGHT OF WAY IMPROVEMENT PROJECT.

WHEREAS, the City has issued General Obligation (G.O.) Bonds and Water and Wastewater Revenue Bonds, to provide funding for a number of needed capital projects to be constructed in various areas of the City to upgrade and improve the infrastructure for the purpose of providing better service to residents and visitors; and

WHEREAS, funding allocated for construction of improvements in the Biscayne Point Neighborhood includes $1,275,250 in Series 2000 Water and Sewer Bond funds; $4,150,000 in G.O. Bond funds, and $1,767,321 in Stormwater Bond funds; and

WHEREAS, The Corradino Group was selected as the successful proposer, pursuant to Request for Qualifications (RFQ) No. 10-00/01 for Urban Design, Landscape Architecture and Engineering Services for the Biscayne Point Right-of-Way Improvement Project; and

WHEREAS, pursuant to Resolution No. 2002-24822, adopted by the Mayor and City Commission on April 10, 2002, the Mayor and City Clerk executed an Agreement between the City and The Corradino Group to provide professional services for the Biscayne Point Right-of-Way Improvement Project for urban design, landscape architecture and engineering services for the planning, design, preparation of construction documents, assistance with bidding, and construction administration, in the amount of $90,512; and

WHEREAS, The Corradino Group and City staff have undertaken a professional and comprehensive planning effort to identify and describe improvements in the Basis of Design Report (BODR); and

WHEREAS, two Community Design Workshops were held to obtain input from residents and property owners with regard to the proposed improvements,

and general consensus in support of the proposed improvements was obtained; and

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 officially adopt the Biscayne Point Neighborhood Basis of Design Report (BODR) and Addendum No. 1, defining and describing Water and Sewer Bond, G.O. Bond, and Stormwater Bond funded capital improvements to be implemented through the Biscayne Point Right-of-Way Improvement Project.

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

ATTEST: **MAYOR:**

CITY CLERK

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

10-3-03

City Attorney **Date**

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution Of The Mayor And City Commission Approving And Officially Adopting The Venetian Islands Neighborhood Basis Of Design Report (BODR) Which Identifies And Describes G.O. Bond, Water And Sewer Bond, And Stormwater Funded Capital Improvements To Be Implemented Through The Venetian Islands Right Of Way Improvement Project.

Issue:

Should the City adopt the Venetian Islands Neighborhood (BODR) prepared by Edwards and Kelcey Inc. and City staff as the officially approved description of capital improvements to be designed and constructed through the Venetian Islands Right of Way Improvement Project?

Item Summary/Recommendation:

On November 13, 2002 the A/E firm Edwards and Kelcey Inc. began work on the planning and design of G.O. Bond, Water and Sewer Bond, and Stormwater Bond funded improvements for the Venetian Islands Neighborhood ROW Improvement Project which encompasses the Di Lido, Rivo Alto, and San Marino Islands. The project planning process has followed the standard neighborhood ROW improvement project sequence, from Kick-off meeting to Site Reconnaissance Visit to Visioning Session. Plans were then developed to a level required for presentation at a Community Design Workshop on March 20, 2003. Improvements described at the Workshop include milling and resurfacing of all roadways, sidewalk repair, new pedestrian lighting on all three islands, targeted stormwater repairs, swale regrading to improve drainage, and planting of street trees. In general, the plans were well received, and there was a consensus that the project could proceed to the construction design phase.

Advisory Board Recommendation:

The GO Bond Oversight Committee is scheduled to review this item at its October 8, 2003 meeting.

Financial Information:

Amount to be expended:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Donald P. Shockey, CIP Office

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R7B

DATE 10-15-03

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: October 15, 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 OFFICIALLY ADOPTING THE VENETIAN ISLANDS NEIGHBORHOOD BASIS OF DESIGN REPORT, INCLUDING ADDENDUM 1, WHICH IDENTIFIES AND DESCRIBES G.O. BOND, WATER AND SEWER BOND, AND STORMWATER BOND FUNDED CAPITAL IMPROVEMENTS TO BE IMPLEMENTED THROUGH THE VENETIAN ISLANDS RIGHT OF WAY IMPROVEMENT PROJECT.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution

ANALYSIS

The Basis of Design Report (BODR) for Stormwater, Water and Sewer, and General Obligation Bond funded improvements for the Venetian Islands Neighborhood has been completed and submitted by Edwards and Kelcey, Inc., the consultant contracted to plan and design the improvements. This BODR has been reviewed by City staff from all relevant Departments and revised as necessary, and was scheduled to be presented to the G.O. Bond Oversight Committee at their October 8, 2003 meeting. The next step is for the City Commission to approve the BODR which will then serve as a basis for the preparation of construction drawings for recommended improvements.

Neighborhood Description

For the purposes of planning and implementing the Citywide Neighborhood Right of Way Improvement Program, the City was divided into 13 neighborhoods. In most of the 13 neighborhoods, the City has undertaken a comprehensive planning process culminating in a BODR for the entire neighborhood. For the construction stage, the neighborhoods have then been broken down into smaller units designated as Bid Packages.

The Venetian Islands Neighborhood is an exception to this process. The Venetian Islands are in fact a sub-neighborhood of the Islands Neighborhood, which is designated as Neighborhood 13. The Star, Palm, and Hibiscus Islands are also a sub-neighborhood of the Islands Neighborhood. A separate ROW project planning (including the preparation of a BODR), design, and construction effort has been undertaken for the Star, Palm, and Hibiscus Islands Neighborhood which also comprises Bid Package 13A.

The Venetian Islands sub-neighborhood includes Belle Isle and Belle Isle Park (Bid Package 13B), the Rivo Alto, Di Lido, and San Marino Islands (Bid Package 13C), and the Venetian Causeway (Bid Package13D). The Venetian Islands BODR, which is the subject of this memorandum, includes only the Rivo Alto, San Marino, and Di Lido islands (Bid Package 13C). These three islands consist entirely of single-family properties.

Belle Isle and Belle Isle Park (Bid Package 13B) improvements were separated out from the BODR planning process because plans from a previous improvement project effort were already at a 60% completion level. Venetian Causeway (Bid Package 13D) improvements will be addressed by a separate project effort.

Background

On November 13, 2002, the Mayor and City Commission approved a professional services agreement, pursuant to Request for Qualifications (RFQ) No. 31-01/02, with Edwards Kelcey Inc. for the planning, design, and construction administration services required to implement the Venetian Islands Neighborhood Right of Way Improvement Project. The agreement provided for a fee in the not to exceed amount of $799,903, comprised of $93,385 for planning services, $450,000 for design services, $20,000 for bidding and award services, $150,000 for construction administration services, and $86,518 for other direct costs. These costs are funded through $295,964 from Series 2000 General Obligation Bonds, $167,980 from Water and Sewer Bonds, and $335,959 from the Stormwater Bond Fund.

The Consultant's scope of work was divided into two components, one covering Belle Isle and Belle Isle Park (Bid Package 13B), and the other covering the Rivo Alto, Di Lido, and San Marino Islands (Bid Package 13C). For both areas, a planning and construction design process had been partially completed by a previous project design consultant who was terminated for convenience in February 2002 when the City and the consultant could not come to agreement on a revised scope and fee that incorporated new City standards for A/E agreements . For Belle Isle and Belle Isle Park, the City determined that the partially completed plans were sufficient to enable Edwards and Kelcey to proceed from the 60% to the 100% completion stage.

However, with regard to the Rivo Alto, Di Lido, and San Marino Islands, the City determined that there was a need to restart the planning process, as residents had voiced concern over many of the improvements proposed to date. Hence, Edwards and Kelcey was tasked with conducting a new planning process that included revisiting previous plans, revising and updating them as necessary, gathering community input, and preparing a Basis of Design Report.

Edwards and Kelcey was given a Notice to Proceed on November 21, 2002 and the Project Kick-off Meeting was held on the same day. The official onsite reconnaissance meeting with City staff and representatives of the project Program Manager, Hazen and Sawyer, was held on December 5, 2002. Using information gathered from these meetings, as well as resident input collected from previous planning and community meetings held in the neighborhood, the Consultant developed an initial program of recommended improvements. On January 30, 2003, the project Visioning Session was held at which the

Consultant presented the improvements program to City staff for comment and further development.

On March 20, 2003, the revised program of improvements was presented at a Community Design Workshop (CDW) held in the first floor conference room at City Hall. At this meeting, a consensus was achieved among residents supporting the proposed improvements. There was also a consensus reached that the project could proceed to the construction design phase without the holding of a second CDW. Although the City's standard practice has been to hold two CDW's during the BODR planning process, the planning and community involvement effort previously undertaken for this project facilitated the achievement of community consensus within the current effort. After the substantial project delays already experienced, residents expressed a desire to see the project move forward in an expeditious manner.

There were two issues raised at the CDW and in previous resident meetings that are not addressed by the BODR. The first is that some residents expressed a desire to have the existing overhead utilities placed underground where they are currently above ground. After it was explained that GO Bond funds could not be used for this purpose, and that placing the project on hold while the residents pursued undergrounding of utilities through the self-assessment process could result in a 2 to 4 year project delay, residents agreed that they would pursue utility undergrounding after the project was completed. The second issue noted by a number of residents is that a number of the public easements to the water have been encroached upon by private owners. However, improvement of these easements was not identified as a priority by a majority of the residents, and is not included in the BODR.

On June 23, 2003, the Consultant submitted a draft BODR for review. This draft was revised several times to address comments by City staff and the Program Manager. On September 19, 2003, the Consultant submitted the draft Final BODR which was scheduled to be reviewed by the G.O. Bond Oversight Committee at their October 8, 2003 meeting. Please note that an Addendum clarifying the project budget has been prepared and distributed to all draft Final BODR holders. This Addendum should be considered as an integral part of the draft Final BODR.

Project Funding

As noted above, the Venetian Islands Neighborhood consists of two areas, the multi-family Belle Isle, and the single-family Rivo Alto, Di Lido, and San Marino Islands. The BODR addresses the single family areas only. In order to explain the funding for the improvements proposed in the BODR, it is necessary to understand that funds were initially allocated for the overall neighborhood as follows:

Initial Total Funding Allocation for Venetian Islands (Bid Packages B and C)

G.O. Bond	$ 3,844,151
Water/Sewer Bonds	$ 1,865,783
Stormwater Bond	$ 3,996,000
Water and Sewer Enterprise Fund	$231,500
Unallocated Water and Sewer Bond	$125,926
Total	$10,063,360

From this total amount, soft costs including architecture and engineering fees and program management fees were subtracted to arrive at initial construction funding as follows:

Initial Construction Total Funding Allocation for Venetian Islands (Bid Packages B and C)

Initial Total Funding	$10,063,361
-A/E fees(including prior consultant's fee)	$1,178,483
-Program Management fees	$161,638
Total	$8,723,239

From this amount, a construction contingency allocation of approximately 10% was set aside, as is standard procedure with all projects, resulting in net construction funding of $7,917,460. As the City's Right of Way Improvement Program has moved forward, it has been necessary to adjust some neighborhood water and sewer and stormwater allocations to reflect actual neighborhood needs identified in the planning process, based on the improvement priorities established by the City with regard to water and sewer and stormwater funding. For the subject neighborhood, total funding was adjusted as follows:

Net Construction Funding After Citywide Adjustments (Bid Packages B and C)

GO Bond funding	$ 3,243,177
Water/Sewer funding	$ 1,462,165
	- $1,805
Stormwater funding	$ 3,212,118
	-$126,351
Total	$ 7,789,304

The amounts indicated were redistributed to fund other priority water and stormwater needs citywide. All priority needs in the Venetian Islands neighborhood are fully funded with the net construction amount of $7,789,304. After completing basic planning and developing cost estimates, this total funding was allocated as follows between Belle Isle (Bid Package B) and the Rivo Alto, Di Lido, and San Marino Islands (Bid Package C) according to needs identified in the planning process:

Net Construction Budget by Bid Package

	Bid Package B	Bid Package C
G.O. Bond	$1,329,396	$ 1,913,781
Water/Sewer Bonds	$778,360	$ 682,000
Stormwater Bond	$ 2,543,890	$ 541,877
Total	$4,651,646	$3,137,658

Therefore, total construction funding for the improvements described in this BODR is the total amount for Bid Package C (Rivo Alto, Di Lido, and San Marino Islands), $3,137,658.

Stormwater Drainage Improvements

The project area covered by the BODR was not identified as a priority basin for Stormwater drainage in the 1997 City of Miami Beach Comprehensive Stormwater Management Plan. Therefore, existing underground drainage components will not be replaced. However, recommended improvements will take place above ground to enhance surface water collection and disposal. These include milling and resurfacing of all roadways to improve drainage. In addition, swales will be regraded and increased in width to improve the percolation of water into the ground. Surfaces near existing catch basins will also be improved to enhance stormwater conveyance.

Water Distribution System Improvements

The City of Miami Beach Water System Master Plan was used to identify the following water improvements which will be undertaken:

Rivo Alto Island: Replace 1,376 linear feet of 2-inch galvanized watermain with 8-inch cement lined ductile iron pipe watermain

Di Lido Island: Replace 1,648 linear feet of 2-inch galvanized watermain with 8-inch cement lined ductile iron pipe watermain

San Marino Island: Replace 960 linear feet of 2-inch galvanized watermain with 8-inch cement lined ductile iron pipe watermain: replace 976 linear feet of 8-inch cast iron watermain with 8-inch cement lined ductile iron pipe watermain

New fire hydrants will also be added as required.

Streetscape Improvements

In general, the streetscape improvement effort is focused on landscaping, lighting, and traffic calming. The following improvements are fully funded under the construction budget:

Rivo Alto Perimeter Streets

- Reduce travel lanes to 10 feet each and increase swales to 10 feet
- Add sidewalk extension to street corners and repair sidewalk as needed
- Preserve existing appropriate trees and infill with new trees and palms
- Remove existing curbing which is damaged and haphazard
- Install new acorn lighting system

Rivo Alto Cross Streets

- Reduce travel lanes to 12 feet and increase swale to 11 feet
- Retain existing 13 foot median
- Add sidewalk extension to street corners and repair sidewalk as needed
- Preserve existing appropriate trees and infill with new trees and palms
- Remove existing curbing which is damaged and haphazard
- Install new acorn lighting system

Di Lido Perimeter Streets

- Reduce travel lanes to 10 feet each and increase swales to 11 feet
- Add sidewalk extension to street corners and repair sidewalk as needed
- Preserve existing appropriate trees and infill with new trees and palms
- Remove existing curbing which is damaged and haphazard
- Install new acorn lighting system

Di Lido Cross Streets

- Reduce travel lanes to 10 feet each and increase swales to 11 feet
- Add sidewalk extension to street corners and repair sidewalk as needed
- Preserve existing appropriate trees and infill with new trees and palms
- Remove existing curbing which is damaged and haphazard
- Install new acorn lighting system

San Marino Perimeter Streets

- Retain current 9 foot travel lane width and existing swale
- Preserve existing appropriate trees and infill with new trees and palms
- Install new acorn lighting system

San Marino Cross Streets

- Retain current 9 foot travel lane width and existing swale
- Preserve existing appropriate trees and infill with new trees and palms
- Install new acorn lighting system

Project Implementation Schedule

The BODR includes the following project implementation schedule:

Task 1 Planning	November 2002	- September 2003
Task 2 Design and Permitting	October 2003	- May 2004
Task 3 Bid / Award	June 2004	- September 2004
Task 4 Construction	October 2004	- September 2005

CONCLUSION

The Administration recommends approval of the Venetian Islands BODR, including Addendum No. 1, as submitted. By approving the BODR, the City will officially end the planning process for this neighborhood and finalize the design concept. No added input on the concept will be solicited nor changes made unless formal construction design efforts uncover flaws or errors.

JMG/RCM/TH/DPS

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RESOLUTION TO BE SUBMITTED

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A resolution granting a Certificate of Appropriateness for Demolition of Fire Station #4 in order to construct a new fire station on the same site.

Issue:

Should a Certificate of Appropriateness for Demolition to authorize the demolition of Fire Station #4 be granted?

Item Summary/Recommendation:

The City Commission directed the City Administration to follow the appropriate procedures and processes to demolish Fire Station #4, a contributing structure on a historic site located at 6860 Indian Creek Drive. This direction was provided at the Commission meeting of July 2, 2003. The Project Architect, MC Harry & Associates, presented the proposed site plan for the new station at the Historic Preservation Board meeting of September 9, 2003. The HPB voted to recommend to the City Commission that the historic building be demolished. The HPB further adopted the recommendations contained in the HPB Staff report as they relate to the new building, not all of which are presently funded.

Pursuant to the HPB recommendation and following the HPB process for demolition of a contributing structure on a historic site, the City Commission scheduled a Public Hearing on the issue for October 15, 2003. It is necessary for the City Commission to grant a Certificate of Appropriateness for Demolition in order to proceed with the present direction on this project. If the Certificate of Appropriateness is not granted, it will be necessary to relocate the Fire Station.

Advisory Board Recommendation:

The Historic Preservation Board recommended approval at its meeting of September 9, 2003. The GO Bond Oversight Committee has previously recommended approval.

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Tim Hemstreet, CIP Office

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R7C

DATE 10-15-03

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: October 15, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, GRANTING A CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION OF FIRE STATION #4, A CONTRIBUTING STRUCTURE ON A HISTORIC SITE LOCATED AT 6860 INDIAN CREEK DRIVE, IN ORDER TO CONSTRUCT A NEW THREE BAY FIRE STATION ON THE SAME SITE.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On July 2, 2003, the City Commission directed the City Administration to pursue the demolition of the existing Fire Station #4, a contributing structure on a historic site, based on the fact that the cost for the relocation of the building was significantly higher than initially estimated. A second item that was included in this status report was that the Fire Department had requested some minor changes to the new facility in order to serve their needs better. This has resulted in an increase to the footprint of the proposed structure.

Based on the information presented, the Capital Improvement Projects Office authorized the Project Architect, MC Harry & Associates, to prepare the necessary documents for submittal to the Historic Preservation Board (HPB) in order to proceed with the demolition of the building. This item was presented to the HPB at its September 9, 2003 meeting for consideration. The HPB approved a motion to recommend to the City Commission that the building be demolished. The vote on the motion was 4 members recommending demolition and 3 members against.

As noted above, a related issue considered by the HPB regards the change to the proposed new building footprint of an approximate 700 square feet. The HPB also approved a motion authorizing this revision to the previously approved new building, provided that the final design addresses the recommended requirements of the Planning Department in the Historic Preservation Board Staff Report (attached) as well as certain landscaping requirements. The landscaping requirements generally include adding canopy shade trees the length of the project site along the Indian Creek Waterway as well as along the sidewalk along Indian Creek Drive. The HPB also directed that a five foot swale/planting strip be added between the curb and the sidewalk along Indian Creek Drive. This will require the demolition of the existing curb and gutter, which are currently

connected to each other, and replacement with the proposed curb, swale, sidewalk configuration. Due to the cost of replacing the existing sidewalk and curb, CIP Staff is requesting HPB to reconsider this specific item at their November 12, 2003 meeting to permit the existing condition to remain and allow the canopy trees to be planted along the western edge of the sidewalk.

The staff recommended items approved by the HPB, in part, include:

1. Glass fenestration shall be incorporated at the south end of the west elevation of the new fire station along the "day room" in a manner to be approved by staff. It is estimated that this will have a negligible impact to the construction cost for the project.

2. An architectural concrete "breeze block" wall shall be incorporated on the west elevation of the new fire station in a manner approved by staff. It is estimated that this will have a negligible impact to the construction cost for the project.

3. The monument to the demolished fire station shall be relocated to a prominent public location on the east side of the subject property (east of the existing pumping station) slightly to the south side of the fire station's original front lawn/vehicle equipment bay driveway area. This component will add an estimated $20,000 to the construction shortfall. The final amount is dependent upon further review by HPB staff.

4. The design, materials, and detailing of the historic monument shall be of museum quality; the monument shall include an historic analysis of the original 69th Street Fire Station (Fire Station #4), inclusive of (a) high quality historic photographic image(s) of the historic structure and site, and a written description of the history and evolution of the original building and site. The Final HPB Order, received in the CIP Office on October 2, 2003, required that the HPB approve the monument Design prior to issuance of the Building Permit for the new building. Since the proposed monument is not presently a part of MC Harry's scope, this provision may not be possible to meet without a delay to the existing schedule. Therefore, CIP Staff will request that HPB amend this requirement to have approval of the design prior to the issuance of a Temporary Certificate of Occupancy at the HPB meeting of November 12, 2003.

5. A significantly revised landscape plan that increases the amount and level of landscaping to the site, including requirements that exterior walkways and driveways be constructed of decorative pavers, a requirement that landscape areas abutting driveways and parking areas be defined by decorative bollards, and a requirement to landscape the 69th Street streetend. These components will add approximately $205,000 to the construction shortfall. The final number is dependent upon further review by HPB staff.

6. Relocating the backflow valve assembly to another location on the site. It is estimated that this will add approximately $15,000 to the construction shortfall.

It should be noted that the items noted above were not contemplated or consequently budgeted in the current design, so their inclusion will have an impact on the final project budget.

At its meeting of September 10, 2003, the City Commission considered the HPB recommendation and approved a resolution setting a public hearing to consider granting a Certificate of Appropriateness for Demolition. A copy of that item is attached. This is the same process utilized by the HPB when it considers the demolition of a historic building.

At this time, in order for the project to proceed as previously directed, a Certificate of Appropriateness for Demolition needs to be issued. If approved, the current schedule provides for the project to be bid in December/January with a proposed construction commencement in March 2004. If the Certificate of Appropriateness is not granted, then the existing Building will need to be relocated. Previous estimates for relocation indicate an additional $936,000 will be needed to relocate the facility and construct the new station.

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CITY OF MIAMI BEACH
PLANNING DEPARTMENT

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To MICHELE | From CAUCUS STAFF
Co./Dept. MAG LOILE | Co.
Phone # | Phone # 6568
Fax # 7073 | Fax #

HISTORIC PRESERVATION BOARD STAFF REPORT

TO: **HISTORIC PRESERVATION BOARD**

FROM: Jorge G. Gomez, Director
Planning Department

DATE: September 9, 2003 Meeting

RE: Historic Preservation File No. 1701
6860 Indian Creek Drive - Fire Station No. 4

The applicant, the City of Miami Beach, is requesting a Certificate of Appropriateness to demolish an existing, historic fire station and construct a new fire station.

LEGAL DESCRIPTION:
Lots 1 through 4, Block M, Corrected Plat of Atlantic Heights, According to the Plat Thereof, as Recorded in Plat Book 9, Page 14, of the Public Records of Miami-Dade County, Florida.

HISTORY/REQUEST:
On July 9, 2002, a Certificate of Appropriateness was granted for the relocation and restoration of the existing, historic fire station and the construction of a new one (1) story fire station at the north end of the subject site.

The current request is for the complete demolition of the existing, historic fire station and construction of the new fire station as previously proposed. The proposed new 8,500 square foot, one (1) story fire station will house dormitories and kitchen facilities, a three (3) bay garage for fire vehicles, and other ancillary spaces. A memorial to the demolished station also is proposed.

SITE DATA:

Zoning -	GU (Municipal Use)
Future Land Use Designation -	PF (Public Facility – Fire, Police, Other)
Lot Size -	35,313 S.F.
Existing FAR -	7,723 S.F. / 0.22
Proposed FAR -	13,222 S.F. / 0.37 (Max FAR = 2.0), as represented by the applicant
Existing Height -	32 feet / 2 stories
Proposed Height -	23.75 feet / 1 story (27 feet to highest non-habitable projection)
Existing Use/Condition -	Fire and Police Station
Proposed Use -	Fire and Police Station

EXISTING STRUCTURES:
There are three (3) existing structures on the site. The two (2) story fire station on the subject property, known as the 69th Street Fire Station or Fire Station No. 4, was constructed in 1937 and designated a Local Historic Site on March 20, 2002.

Design by Robert Law Weed and Edwin T. Reeder, Fire Station No. 4 embodies defining characteristics of the Neoclassical Revival period of architecture as popularized across America from about 1900 to the 1950s. The building features a classical two (2) story symmetrically massed plan with a side-gabled roof and central chimney. Its principal façade is organized about a grand two-story curved entrance portico supported by four (4) pairs of full-height columns connoting simplified classical columns in the manner of a grand residence. The front entrance door and the ornamental lantern (now removed) suspended from the oval ceiling above are customary of the style and give it the feeling of the south wing of the White House.

Designed by Robert and Leonard H. Glasser, an addition to the rear of the original structure was constructed in 1961 to accommodate new fire fighting equipment. The other two buildings on the subject site include a sewage pumping station constructed to the south of the fire station in 1937 and a police substation built in 1984 at the southern end of the subject site.

For a more detailed description of the properties on the site and their history, refer to the attached Designation Report.

COMPLIANCE WITH ZONING CODE:
The application, as proposed, may be inconsistent with the street side setback requirements of the City Code; consequently, a variance may be required. Also, the proposed demolition of the existing structure shall require final approval from the City Commission.

The above noted comments shall not be considered final zoning review or approval. These and all zoning matters shall require final review and verification by the Zoning Administrator prior to the issuance of a Building Permit.

ACCESSIBILITY COMPLIANCE:
Additional information will be required for a complete review for compliance with the Florida Building Code 2001 Edition, section 11 (Florida Accessibility Code for Building Construction). All accessibility matters shall require final review and verification by the Building Department prior to the issuance of a Building Permit.

PRELIMINARY CONCURRENCY DETERMINATION:
In accordance with Chapter 122 of the Code of the City of Miami Beach, the Transportation and Concurrency Management Division has conducted a preliminary concurrency evaluation and determined that the project does not meet the City's concurrency requirements and level-of-service standards. However, the City's concurrency requirements can be achieved and satisfied through payment of mitigation fees or by entering into an enforceable development agreement with the City. The Transportation and Concurrency Management Division will make the determination of the project's fair-share mitigation cost.

A final concurrency determination shall be conducted prior to the issuance of a Building Permit. Mitigation fees and concurrency administrative costs shall be paid prior to the project receiving any Building Permit. Without exception, all concurrency fees shall be paid prior to the issuance of a Temporary Certificate of Occupancy or Certificate of Occupancy.

COMPLIANCE WITH CERTIFICATE OF APPROPRIATENESS CRITERIA:
A decision on an application for a Certificate of Appropriateness shall be based upon the following:

I. Evaluation of the compatibility of the physical alteration or improvement with surrounding properties and where applicable, compliance with the following criteria pursuant to Section 118-564(a)(1) of the Miami Beach Code (it is recommended that the listed criteria be found Satisfied, Not Satisfied or Not Applicable, as so noted):

a. The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings as revised from time to time.
Not Applicable

b. Other guidelines/policies/plans adopted or approved by Resolution or Ordinance by the City Commission.
Satisfied

II. In determining whether a particular application is compatible with surrounding properties, the Board shall consider the following criteria pursuant to Section 118-564(a)(2) of the Miami Beach Code (it is recommended that the listed criteria be found Satisfied, Not Satisfied or Not Applicable, as so noted):

a. Exterior architectural features.
Satisfied

b. General design, scale, massing and arrangement.
Satisfied

c. Texture and material and color.
Not Satisfied; see Condition No. 4 and Staff Analysis
Exterior surface color samples have not been submitted.

d. The relationship of a, b, c, above, to other structures and features of the district.
Satisfied

e. The purpose for which the district was created.
Satisfied

f. The relationship of the size, design and siting of any new or reconstructed structure to the landscape of the district.
Satisfied

g. An historic resources report, containing all available data and historic documentation regarding the building, site or feature.
Satisfied

h. The original architectural design or any subsequent modifications that have acquired significance.
Satisfied

III. The examination of architectural drawings for consistency with the criteria pursuant to Section 118-564(a)(3) of the Miami Beach Code and stated below, with regard to the aesthetics, appearances, safety, and function of any new or existing structure, public interior space and physical attributes of the project in relation to the site, adjacent structures and properties, and surrounding community. The criteria referenced above are as follows (it is recommended that the listed criteria be found Satisfied, Not Satisfied or Not Applicable, as so noted):

a. The location of all existing and proposed buildings, drives, parking spaces, walkways, means of ingress and egress, drainage facilities, utility services, landscaping structures, signs, and lighting and screening devices.
Not Satisfied; See Staff Analysis and Condition No. 2.
The street end of 69th Street consists of open, barren asphalt which has an extremely negative impact on the surrounding neighborhood.

b. The dimensions of all buildings, structures, setbacks, parking spaces, floor area ratio, height, lot coverage and any other information that may be reasonably necessary to determine compliance with the requirements of the underlying zoning district, and any applicable overlays, for a particular application or project.
Not Satisfied; See Zoning Analysis

c. The color, design, surface finishes and selection of landscape materials and architectural elements of the exterior of all buildings and structures and primary public interior areas for developments requiring a building permit in areas of the city identified in section 118-503.
Not Satisfied; See Staff Analysis and Condition No. 2.
The street end of 69th Street consists of open, barren asphalt which has an extremely negative impact on the surrounding neighborhood.

d. The proposed structure, and/or additions to an existing structure is appropriate to and compatible with the environment and adjacent structures, and enhances the appearance of the surrounding properties, or the purposes for which the district was created.
Satisfied

e. The design and layout of the proposed site plan, as well as all new and existing buildings and public interior spaces shall be reviewed so as to provide an efficient arrangement of land uses. Particular attention shall be given to safety, crime prevention and fire protection, relationship to the surrounding neighborhood, impact on preserving historic character of the neighborhood and district, contiguous and adjacent buildings and lands, pedestrian sight lines and view corridors.
Not Satisfied; See Staff Analysis and Condition No. 2.
The street end of 69th Street consists of open, barren asphalt which has an extremely negative impact on the surrounding neighborhood.

f. Pedestrian and vehicular traffic movement within and adjacent to the site shall be reviewed to ensure that clearly defined, segregated pedestrian access to the site and all buildings is provided for and that any driveways and parking spaces are usable, safely and conveniently arranged and have a minimal impact on

pedestrian circulation throughout the site. Access to the site from adjacent roads shall be designed so as to interfere as little as possible with vehicular traffic flow on these roads and pedestrian movement onto and within the site, as well as permit both pedestrians and vehicles a safe ingress and egress to the site.
Satisfied

g. Lighting shall be reviewed to ensure safe movement of persons and vehicles and reflection on public property for security purposes and to minimize glare and reflection on adjacent properties and consistent with a City master plan, where applicable.
Satisfied

h. Landscape and paving materials shall be reviewed to ensure an adequate relationship with and enhancement of the overall site plan design.
Not Satisfied; See Staff Analysis and Condition No. 2.
The street end of 69th Street consists of open, barren asphalt which has an extremely negative impact on the surrounding neighborhood.

i. Buffering materials shall be reviewed to ensure that headlights of vehicles, noise, and light from Structures are adequately shielded from public view, adjacent properties and pedestrian areas.
Satisfied

j. Any proposed new structure shall have an orientation and massing which is sensitive to and compatible with the building site and surrounding area and which creates or maintains important view corridor(s).
Satisfied

k. All buildings shall have, to the greatest extent possible, space in that part of the ground floor fronting a sidewalk, street or streets which is to be occupied for residential or commercial uses; likewise, the upper floors of the pedestal portion of the proposed building fronting a sidewalk street, or streets shall have residential or commercial spaces, or shall have the appearance of being a residential or commercial space or shall have an architectural treatment which shall buffer the appearance of a parking structure from the surrounding area and is integrated with the overall appearance of the project.
Satisfied

l. All buildings shall have an appropriate and fully integrated rooftop architectural treatment which substantially screens all mechanical equipment, stairs and elevator towers.
Satisfied

m. Any addition on a building site shall be designed, sited and massed in a manner which is sensitive to and compatible with the existing improvement(s).
Satisfied

n. All portions of a project fronting a street or sidewalk shall incorporate an amount of transparency at the first level necessary to achieve pedestrian compatibility.
Satisfied

o. The location, design, screening and buffering of all required service bays, delivery bays, trash and refuse receptacles, as well as trash rooms shall be arranged so as to have a minimal impact on adjacent properties.
Satisfied

CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION EVALUATION CRITERIA:
Section 118-564 (f)(4) of the Land Development Regulations of the Miami Beach Code provides criteria by which the Historic Preservation Board evaluates requests for a Certificate of Appropriateness for Demolition. The following is an analysis of the request based upon these criteria:

1. The Building, Structure, Improvement, or Site is designated on either a national or state level as a part of an Historic Preservation District or as a Historic Architectural Landmark or Site, or is designated pursuant to Division 4, Article X, Chapter 118 of the Miami Beach Code as a Historic Building, Historic Structure or Historic Site, Historic Improvement, Historic Landscape Feature, historic interior or the Structure is of such historic/architectural interest or quality that it would reasonably meet national, state or local criteria for such designation.
Satisfied
The existing structure is designated pursuant to Division 4, Article X, Chapter 118 of the Miami Beach Code as a Historic Site.

2. The Building, Structure, Improvement, or Site is of such design, craftsmanship, or material that it could be reproduced only with great difficulty and/or expense.
Satisfied
The existing structure would be difficult and inordinately expensive to reproduce.

3. The Building, Structure, Improvement, or Site is one of the last remaining examples of its kind in the neighborhood, the country, or the region, or is a distinctive example of an architectural or design style which contributes to the character of the district.
Satisfied
The subject structure is one of the last remaining examples of its kind and is a distinctive example of an architectural or design style.

4. The building, structure, improvement, or site is a contributing building, structure, improvement, site or landscape feature rather than a noncontributing building, structure, improvement, site or landscape feature in a historic district as defined in section 114-1, or is an architecturally significant feature of a public area of the interior of a historic or contributing building.
Satisfied
The existing structure is designated pursuant to Division 4, Article X, Chapter 118 of the Miami Beach Code as a Historic Site.

5. Retention of the Building, Structure, Improvement, Landscape Feature or Site promotes the general welfare of the City by providing an opportunity for study of local history, architecture, and design or by developing an understanding of the importance and value of a particular culture and heritage.
Satisfied
The retention of the subject structure is critical to developing an understanding of an important Miami Beach architectural style.

6. If the proposed demolition is for the purpose of constructing a parking garage, the Board shall consider it if the parking garage is designed in a manner that is consistent with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, U.S. Department of the Interior (1983), as amended, and/or the design review guidelines for that particular district.
Not Satisfied
The demolition proposed in the subject application is not for the purpose of constructing a parking garage.

7. There are definite plans for reuse of the property if the proposed demolition is carried out, the effect of those plans on the character of the Historic District, whether there is a compelling public interest requiring the proposed demolition, and whether the Applicant is willing to bond the completion of the proposed new construction.
Satisfied
The applicant is proposing to use the property for the construction of a new fire station.

8. The Dade County Unsafe Structures Board has ordered the demolition of a Structure without option.
Not Satisfied
The Dade County Unsafe Structures Board has not ordered the demolition of any part of the subject building.

9. The Board determines that retention of the Building/Structure would deny the owner economically viable use of the property.
Not Satisfied
The applicant has not submitted a financial feasibility study to determine whether the new project as proposed will make the subject property financially viable.

STAFF ANALYSIS:
Staff recognizes that the City Commission has made a policy decision to move forward with the demolition of the historic 69th Street Fire Station (Fire Station No. 4) due to the financial costs of relocating, structurally restoring, renovating, and adaptively reusing the building; the City Commission is required by Code to make the final decision on the demolition of any City-owned property. Notwithstanding these relevant policy issues, staff is not supportive of the proposed demolition of the existing, historic fire station as it is a significant historic site in the North Beach area, as evidenced by its designation on March 20, 2002. Further, the proposed demolition does not meet the Certificate of Appropriateness for Demolition Evaluation Criteria established in the City Code.

In the event the demolition of the fire station is approved by the City Commission, staff would make the following recommendations with respect to the proposed project. Staff does not feel that the currently proposed location for a monument to the historic fire station is appropriate. This valuable piece of park-like waterfront property may be needed in the future for the sailing/kayaking center that is proposed in the North Beach Strategic Plan, or for some other appropriate waterfront-dependent community use. Staff would recommend that an appropriately designed historic monument be placed in a prominent location on the east side of the site (east of the existing pumping station) as close as possible to the footprint of the original fire station. This could be accomplished by creating a suitably landscaped park-like setting slightly to the south side of the historic fire station's front lawn area, where it would also help to block views to the proposed expansion of the existing sanitary pumping station.

With respect to the remainder of the proposed site and landscape plan, staff has a serious concern with the large, barren expanse of blank asphalt proposed for the street end on 69th Street. This area should be improved with a substantially enhanced paving and landscape design. If the project budget is an issue, at a minimum, a concept plan that could be implemented with another funding source should be provided. And as previously recommended when the project was reviewed in 2002, staff suggests that the sidewalk on the north side of the 69th Street right-of-way be expanded to the greatest extent possible.

The design proposed for the new fire station is generally very similar to the design approved in 2002; its plan has been somewhat reconfigured in the south and west areas. Staff's primary concern with the originally proposed design was the wing wall which extended from the southeast corner of the proposed building that encroached on the view to the relocated, historic station. This should no longer be an issue.

Staff does have some design concerns, however, with the revised west elevation of the new fire station. This elevation, which directly fronts onto Indian Creek, is much less aesthetically pleasing than the previously approved design, and lacks any design detail. Staff strongly recommends that it incorporate the successful use of glass fenestration at its south end (along the "day room") as did the previously approved version; the plan and use remains essentially the same. Also, staff believes that the low architectural "breeze block" wall of the previously approved west elevation design should also be reintroduced; it assists in lending some modest design "style" to the otherwise very utilitarian-looking waterfront elevation of the building.

RECOMMENDATION:

In view of the foregoing analysis, staff recommends the remainder of application be approved, subject to the following conditions:

1. Revised elevation, site plan, and detailed drawings shall be submitted to and approved by staff; at a minimum, such drawings shall incorporate the following:

    a. Glass fenestration shall be incorporated at the south end of the west elevation of the new fire station along the "day room" in a manner to be approved by staff.

    b. An architectural concrete "breeze block" wall shall be incorporated on the west elevation of the new fire station in a manner to be approved by staff.

    c. The monument to the demolished historic fire station shall be relocated to a prominent public location on the east side of the subject property (east of the existing pumping station) slightly to the south side of the historic fire station's original front lawn/vehicle equipment bay driveway area.

    d. The design, materials, and detailing of the historic monument shall be of museum quality; the monument shall include an historic analysis of the original 69th Street Fire Station (Fire Station No. 4), inclusive of (a) high quality historic photographic image(s) of the historic structure and site, and a written description of the history and evolution of the original building and site.

2. The design and siting of the historic monument shall be brought back before the Historic Preservation Board for final approval prior to the issuance of a Building Permit for the new structure.

3. A revised landscape plan, prepared by a Professional Landscape Architect, registered in the State of Florida, and corresponding site plan, shall be submitted to and approved by staff. The species type, quantity, dimensions, spacing, location and overall height of all plant material shall be clearly delineated and subject to the review and approval of staff. At a minimum, such plan shall incorporate the following:

   a. All exterior walkways and driveways shall consist of decorative pavers, set in sand or other equally semi-pervious material, subject to the review and approval of staff.

   b. All landscape areas abutting driveways and parking areas shall be defined by decorative bollards.

   c. A fully automatic irrigation system with 100% coverage and an automatic rain sensor in order to render the system inoperative in the event of rain. Right-of-way areas shall also be incorporated as part of the irrigation system.

   d. The landscape plan shall satisfy all requirements as specified in Chapter 33 of the Miami-Dade County Code. A landscape table shall be provided on final landscape plans addressing all minimum quantity and native requirements, subject to the review and approval of staff.

   e. The location of backflow preventor, siamese pipes or FPL boxes, if any, and how they are screened with landscape material from the right-of-way, shall be indicated on the plans and shall be subject to the review and approval of staff.

   f. The plan for the 69th Street end shall be substantially revised to include additional landscape plantings, pavers and wider sidewalks, in a manner to be reviewed and approved by staff.

2. All building signage shall be consistent in type, composed of flush mounted, non-plastic, non-illuminated, individual letters and shall require a separate permit.

3. The final exterior surface color scheme, including color samples, shall be subject to the review and approval of staff and shall require a separate permit.

4. A traffic mitigation plan, which addresses all roadway Level of Service (LOS) deficiencies relative to the concurrency requirements of the City Code, if required, shall be submitted prior to the issuance of a Building Permit and the final building plans shall meet all other requirements of the Land Development Regulations of the City Code.

5. Manufacturers drawings and Dade County product approval numbers for all new windows, doors and glass shall be required, prior to the issuance of a building permit.

6. All roof-top fixtures, air-conditioning units and mechanical devices shall be clearly noted on a revised roof plan and shall be screened from view, in a manner to be approved by staff.

7. All new and altered elements, spaces and areas shall meet the requirements of the Florida Accessibility Code (FAC).

8. The project shall comply with any landscaping or other sidewalk/street improvement standards as may be prescribed by a relevant Urban Design Master Plan approved prior to the completion of the project and the issuance of a Certificate of Occupancy.

9. The applicant may be required to submit a separate analysis for water and sewer requirements, at the discretion of the Public Works Director, or designee. Based on a preliminary review of the proposed project, the following may be required by the Public Works Department:

   a. Remove/replace sidewalks, curbs and gutters on all street frontages, if applicable.

   b. Mill/resurface asphalt in rear alley along property, if applicable.

   c. Provide underground utility service connections and on-site transformer location, if necessary.

   d. Provide back-flow prevention devices on all water services.

   e. Provide on-site, self-contained storm water drainage for the proposed development.

   f. Meet water/sewer concurrency requirements including a hydraulic water model analysis and gravity sewer system capacity analysis as determined by the Department and the required upgrades to water and sewer mains servicing this project.

   g. Payment of City utility impact fees for water meters/services.

   h. Provide flood barrier ramps to underground parking or minimum slab elevation to be at highest adjacent crown road elevation plus 8".

   i. Right-of-way permit must be obtained from Public Works.

   j. All right-of-way encroachments must be removed.

   k. All planting/landscaping in the public right-of-way must be approved by the Public Works and Parks Departments.

10. A drawn plan and written procedure for the proposed demolition shall be prepared and submitted by a Professional Structural Engineer, registered in the State of Florida, which fully ensures the protection of the public safety, as well as the protection of the existing structure on the subject site and all existing structures adjacent to the subject site during the course of demolition.

11. The Certificate of Appropriateness for Demolition shall only remain in effect for the period of time that there is an active Certificate of Appropriateness for the associated new construction on the subject property.

12. The Final Order is not severable, and if any provision or condition hereof is held void or unconstitutional in a final decision by a court of competent jurisdiction, the order shall be returned to the Board for reconsideration as to whether the order meets the criteria for approval absent the stricken provision or condition, and/or it is appropriate to modify the remaining conditions or impose new conditions.

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CITY OF MIAMI BEACH
PLANNING DEPARTMENT

HISTORIC PRESERVATION BOARD AGENDA

TUESDAY, SEPTEMBER 9, 2003

9:00 A.M.

CITY COMMISSION CHAMBERS

I. ATTENDANCE

II. STATUS REPORTS

III. REQUESTS FOR CONTINUANCES

IV. REQUESTS FOR EXTENSIONS OF TIME

1. HPB File No. 1294, Various locations in the public right-of-way, city-wide. The applicant, Clear Channel Adshel, Inc, is requesting a one (1) year Extension of Time to obtain a Building Permit for a previously issued Certificate of Appropriateness for the installation of new bus shelters and other miscellaneous street fixtures and furniture in various locations throughout the city.

2. HPB File No. 1307, 927-929 Meridian Avenue. The applicant, Ira D. Giller, is requesting a one (1) year Extension of Time to obtain a Building Permit for a previously issued Certificate of Appropriateness in order to construct a three (3) story addition to an existing two (2) story apartment building.

V. REQUESTS FOR CERTIFICATES OF APPROPRIATENESS

1. Previously Continued Projects

   a. HPB File No. 1500, 7300 Ocean Terrace - Olsen Hotel. The applicant, Olsen Hotel Condominium Association, Inc., is requesting a Certificate of Appropriateness for the exterior renovation of an existing three (3) story condominium building, inclusive of the replacement of existing wall-mounted air conditioning units with new wall-mounted units.

b. HPB File No. 1552, 4360 Collins Avenue. The applicant, 4360 Collins, LLC, is requesting a Certificate of Appropriateness to construct a new eight (8) story residential building on a vacant lot.

2. New Projects

a. HPB File No. 1698, 1776 Michigan Avenue. The applicant, Alan C. Freeman and Paul H. Freeman, Trust, is requesting a Certificate of Appropriateness to construct an addition to an existing single-family home.

b. HPB File No. 1699, 532 Michigan Avenue - The Aimee. The applicant, Miami Beach Community Development Corp., is requesting a Certificate of Appropriateness to partially demolish, alter and modify an existing two (2) story apartment building by enclosing a portion at the rear of the structure, restoring the front elevation and altering the window configuration on the side and rear elevations.

c. HPB File No. 1700, 1100 14th Street - Olhaber Residence. The applicant, Elmer Olhaber, is requesting a Certificate of Appropriateness to partially demolish, alter and modify an existing single-family home by replacing two (2) windows with French doors and constructing a new concrete landing and a site wall around a portion of the yard.

d. HPB File No. 1701, 6860 Indian Creek Drive - Fire Station No. 4. The applicant, the City of Miami Beach, is requesting a Certificate of Appropriateness to demolish an existing, historic fire station and construct a new fire station.

VI. REQUESTS FOR PRELIMINARY EVALUATIONS

VII. NEW BUSINESS

1. HPB File No. 1697, Discussion Item. Emergency Demolition Order for 245 Washington Avenue.

2. Discussion: Potential designation of 4812 Pine Tree Dive.

VIII. NEXT MEETING DATE REMINDER:
Tuesday, October 7, 2003

IX. ADJOURNMENT

All persons are invited to attend this meeting or be represented by an agent, or to express their views in writing addressed to the Design Review Board c/o the Planning Department, 1700 Convention Center Drive, 2nd Floor, Miami Beach, Florida 33139. The applications for the above projects are available for public inspection during normal business hours at the Planning Department, 1700 Convention Center Drive, 2nd Floor, Miami Beach, Florida 33139. Inquiries may be directed to the Department at (305) 673-7550.

Any of the above items may be continued and, under such circumstances, additional legal notice would not be provided. Any person may contact the Department at (305) 673-7550 for information as to the status of these items as a result of the Board's meeting.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: If a person decides to appeal any decision made by this Board with respect to any matter considered at its meeting or hearing, such person will need to 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 Boards' Administrator at (305) 673-7550 for assistance, no later than four (4) days prior to the proceeding. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice), for assistance.

Persons requiring sign language interpreters should contact the Board's Administrator five (5) days in advance, when possible. For information on access for persons with disabilities, or to request material in accessible format, please call (305) 673-7550 (VOICE); hearing impaired persons, please call (305) 673-7219 (TDD).

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CITY OF MIAMI BEACH
PLANNING DEPARTMENT

HISTORIC PRESERVATION BOARD
AFTER ACTION REPORT
FOR MEETING HELD
TUESDAY, SEPTEMBER 9, 2003

I. REQUESTS FOR EXTENSIONS OF TIME

1. HPB File No. 1294, Various locations in the public right-of-way, city-wide. The applicant, Clear Channel Adshel, Inc, is requesting a one (1) year Extension of Time to obtain a Building Permit for a previously issued Certificate of Appropriateness for the installation of new bus shelters and other miscellaneous street fixtures and furniture in various locations throughout the city.

APPROVED

2. HPB File No. 1307, 927-929 Meridian Avenue. The applicant, Ira D. Giller, is requesting a one (1) year Extension of Time to obtain a Building Permit for a previously issued Certificate of Appropriateness in order to construct a three (3) story addition to an existing two (2) story apartment building.

APPROVED

II. REQUESTS FOR CERTIFICATES OF APPROPRIATENESS

1. Previously Continued Projects

a. HPB File No. 1500, 7300 Ocean Terrace - Olsen Hotel. The applicant, Olsen Hotel Condominium Association, Inc., is requesting a Certificate of Appropriateness for the exterior renovation of an existing three (3) story condominium building, inclusive of the replacement of existing wall-mounted air conditioning units with new wall-mounted units.

APPROVED

b. HPB File No. 1552, 4360 Collins Avenue. The applicant, 4360 Collins, LLC, is requesting a Certificate of Appropriateness to construct a new eight (8) story residential building on a vacant lot.

Continued to the October 7, 2003 meeting

2. New Projects

a. HPB File No. 1698, 1776 Michigan Avenue. The applicant, Alan C. Freeman and Paul H. Freeman, Trust, is requesting a Certificate of Appropriateness to construct an addition to an existing single-family home.

APPROVED

b. HPB File No. 1699, 532 Michigan Avenue - The Aimee. The applicant, Miami Beach Community Development Corp., is requesting a Certificate of Appropriateness to partially demolish, alter and modify an existing two (2) story apartment building by enclosing a portion at the rear of the structure, restoring the front elevation and altering the window configuration on the side and rear elevations.

APPROVED

c. HPB File No. 1700, 1100 14th Street - Olhaber Residence. The applicant, Elmer Olhaber, is requesting a Certificate of Appropriateness to partially demolish, alter and modify an existing single-family home by replacing two (2) windows with French doors and constructing a new concrete landing and a site wall around a portion of the yard.

APPROVED

d. HPB File No. 1701, 6860 Indian Creek Drive - Fire Station No. 4. The applicant, the City of Miami Beach, is requesting a Certificate of Appropriateness to demolish an existing, historic fire station and construct a new fire station.

APPROVED

III. NEW BUSINESS

1. HPB File No. 1697, Discussion Item. Emergency Demolition Order for 245 Washington Avenue.

Continued to the November 11, 2003 meeting. The City's Building Official has given 90 days from August 18, 2003 to secure or to demolish the building.

2. Discussion: Potential designation of 4812 Pine Tree Dive.

Item discussed...

IV. NEXT MEETING DATE REMINDER:
Tuesday, October 7, 2003

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RESOLUTION NO. 2003-25336

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING, PURSUANT TO MIAMI BEACH CITY CODE SECTION 118-563, TO GRANT A CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION OF FIRE STATION #4, A DESIGNATED HISTORIC SITE LOCATED AT 6860 INDIAN CREEK DRIVE, IN ORDER TO CONSTRUCT A NEW THREE BAY FIRE STATION ON THE SAME SITE.

WHEREAS, on July 2, 2003, the City Commission directed the City Administration to pursue the demolition of the existing Fire Station #4 based on the fact that the cost for the relocation of the building was significantly higher than initially estimated; and

WHEREAS, Fire Station #4 is classified as an historic site in the City's Historic Properties Data Base; and

WHEREAS, demolition of City-owned buildings located within local historic districts and sites require a Certificate of Appropriateness to be granted by the City Commission; and

WHEREAS, construction of a new fire station is proposed at the same location as the existing structure, necessitating either its relocation or demolition, and relocation has been ruled out based on financial reasons; and

WHEREAS, pursuant to the City Code, Certificates of Appropriateness for such sites are granted or denied in accordance with the procedures set forth within the ordinance; and

WHEREAS, the procedures for granting or denying a request for a Certificate of Appropriateness for Demolition of a building on an historic site require that the Historic Preservation Board hold a public hearing and transmit a recommendation to the City Commission, and it is appropriate that the City Commission then hold a hearing and vote on the request; and

WHEREAS, on September 9, 2003 the City's Historic Preservation Board held a public hearing to consider the request, after which the Board voted 4-3 to recommend that the request be granted.

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 set a time certain of 11:15 a.m. on October 15, 2003 to consider a request for a Certificate of Appropriateness for Demolition of Fire Station #4, a designated historic site located at 6860 Indian Creek Drive, in order to construct a new three bay fire station.

Resolution setting public hearing
to consider issuance of certificate of appropriateness
for demolition of Fire Station #4

PASSED and ADOPTED this 10th day of September, 2003.

ATTEST:

CITY CLERK

VICE-MAYOR

Resolution No. 2003-25336

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

CITY ATTORNEY

9-9-03
Date

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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: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING PURSUANT TO MIAMI BEACH CITY CODE SECTION 118-563 TO GRANT A CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION OF FIRE STATION #4, A DESIGNATED HISTORIC SITE LOCATED AT 6860 INDIAN CREEK DRIVE, IN ORDER TO CONSTRUCT A NEW 3 BAY FIRE STATION LOCATED ON THE SAME SITE.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On July 2, 2003, the City Commission directed the City Administration to pursue the demolition of the existing historic Fire Station #4 based on the fact that the cost for the relocation of the building was significantly higher than initially estimated. A second item that was included in this status report was that the Fire Department had requested some minor changes to the new facility in order to serve their needs better. This has resulted in an increase to the footprint of the proposed structure. A copy of the July 2, 2003 Status Report on Fire Station #4 is attached for reference.

Based on the information presented, and as noted above, the Capital Improvement Projects Office authorized the Project Architect, MC Harry & Associates, to prepare the necessary documents for submittal to the Historic Preservation Board (HPB) in order to proceed with the demolition of the historic building. This item was presented to the HPB at its September 9, 2003 meeting for consideration. The HPB approved a motion to recommend to the City Commission that the historic building be demolished. The vote on the motion was 4 members recommending demolition and 3 members against.

As also noted above, a related issue considered by the HPB regards the change to the proposed new building footprint of an approximate 700 square feet. The HPB also approved a motion authorizing this revision to the previously approved new building, provided that the final design addresses the recommended requirements of the Planning Department in the Historic Preservation Board Staff Report (also attached) as well as certain landscaping requirements. The landscaping requirements generally include adding canopy shade trees the length of the project site along the Indian Creek

Waterway as well as along the sidewalk along Indian Creek Drive. The HPB also directed that a five foot swale/planting strip be added between the curb and the sidewalk along Indian Creek Drive.

The staff recommended items approved by the HPB, in part, include:

1. Glass fenestration shall be incorporated at the south end of the west elevation of the new fire station along the "day room" in a manner to be approved by staff.

2. An architectural concrete "breeze block" wall shall be incorporated on the west elevation of the new fire station in a manner approved by staff.

3. The monument to the demolished historic fire station shall be relocated to a prominent public location on the east side of the subject property (east of the existing pumping station) slightly to the south side of the historic fire station's original front lawn/vehicle equipment bay driveway area.

4. The design, materials, and detailing of the historic monument shall be of museum quality; the monument shall include an historic analysis of the original 69th Street Fire Station (Fire Station #4), inclusive of (a) high quality historic photographic image(s) of the historic structure and site, and a written description of the history and evolution of the original building and site.

5. A significantly revised landscape plan that increases the amount and level of landscaping to the site, including requirements that exterior walkways and driveways be constructed of decorative pavers, a requirement that landscape areas abutting driveways and parking areas be defined by decorative bollards, and a requirement to landscape the 69th Street streetend.

It should be noted that the five items noted above were not contemplated or consequently budgeted in the current design, so their inclusion, while relatively minor, will have an impact on the final project budget.

At this time, in order for the project to proceed as previously directed, it is necessary for the City Commission to schedule a Public Hearing to consider the need to grant a Certificate of Appropriateness for Demolition. If approved, the current schedule provides for the project to be bid in December/January with a proposed construction commencement in March 2004.

It should be noted that the City Code does not require the City Commission to schedule a public hearing in considering the issuance of a Certificate of Appropriateness for Demolition, however, this is the same process followed by the Historic Preservation Board. In order to protect the City from potential challenge, it is recommended that the Commission follow the same process. Following this process does not affect the construction schedule for the new fire station.

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: 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.

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, GRANTING A CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION OF FIRE STATION #4, A CONTRIBUTING STRUCTURE ON AN HISTORIC SITE, LOCATED AT 6860 INDIAN CREEK DRIVE, IN ORDER TO CONSTRUCT A NEW THREE BAY FIRE STATION ON THE SAME SITE.

WHEREAS, on July 2, 2003, the City Commission directed the City Administration to pursue the demolition of the existing historic Fire Station #4 based on the fact that the cost for the relocation of the building was significantly higher than initially estimated; and

WHEREAS, demolition of the historic building requires a Certificate of Appropriateness to be granted by the City Commission; and

WHEREAS, construction of a new fire station is proposed at the same location as the existing fire station, necessitating either the relocation or demolition of the historic building; and

WHEREAS, the increased cost of relocation of the historic structure will adversely impact the ability of the City to construct and properly equip the new fire station on the subject site; and

WHEREAS, pursuant to the City Code, Certificates of Appropriateness for such sites are granted or denied in accordance with the procedures set forth in the ordinance; and

WHEREAS, the procedures for granting or denying a request for a Certificate of Appropriateness for Demolition of a historic structure require that the Historic Preservation Board hold a public hearing and transmit a recommendation to the City Commission, and that the City Commission then hold a hearing and vote on the request; and

WHEREAS, Fire Station #4 is classified as a contributing structure on an historic site in the City's Historic Properties Data Base; and

WHEREAS, on September 9, 2003 the City's Historic Preservation Board held a public hearing to consider the request, after which the Board voted to recommend that the request be granted; and

WHEREAS, the City Commission, at its September 10, 2003 meeting,

scheduled a Public Hearing to consider this issue, and said Public Hearing has been held; and

WHEREAS, the City Commission agrees with the recommendation of the City's Historic Preservation Board that a Certificate of Appropriateness for Demolition of the Fire Station #4 be granted as requested.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the request for a Certificate of Appropriateness for Demolition of the Fire Station #4, a contributing structure on an historic site located at 6860 Indian Creek Drive, in order to construct a new three bay fire station is hereby granted.

PASSED AND ADOPTED this _____ day of _____, 2003.

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

10-4-03

CITY ATTORNEY **Date**

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CITY OF MIAMI BEACH
NOTICE TO THE PUBLIC

The Miami Beach City Commission will hold a public hearing at their regularly scheduled meeting on **Wednesday, October 15, 2003, at 11:15 a.m.,** in the City Commission Chambers, City Hall, 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139. At this meeting, the Commission will review the following:

6860 Indian Creek Drive - Fire Station No. 4. The applicant, the City of Miami Beach, is requesting a Certificate of Appropriateness to demolish an existing, historic fire station.

All persons are invited to appear at this meeting or be represented by an agent, or to express their views in writing addressed to the City of Miami Beach City Commission c/o the City Clerk, 1700 Convention Center Drive, City Hall, Miami Beach, Florida 33139. The file for the above project is available for public inspection during normal business hours at the Planning Department, 1700 Convention Center Drive, 2nd Floor, Miami Beach, Florida 33139.

The above item may be continued and, under such circumstances, additional legal notice would not be provided. Any person may contact the City Clerk at 305-673-7411 for information as to the status of this item as a result of the City Commission meeting.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by City Commission with respect to any matter considered at their meeting or 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
All American City
2003

Ad #0209

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CITY OF MIAMI BEACH
COMMISSION AGENDA ITEM SUMMARY

Condensed Title:

A Resolution authorizing the issuance of Request For Qualifications for Professional Services, for the Planning, Design, Bid And Award, and Construction Administration Services, for Option Two of the Rotunda Restoration Project at an estimated cost of $736,600.

Issue:

Shall the City of Miami Beach Commission authorize the Request For Qualifications for the Rotunda Restoration Project?

Item Summary/Recommendation:

Located in the north east corner of Collins Park in the Collins Park Cultural Area, the Rotunda Restoration Project is located adjacent to the soon to be demolished 1962 Miami Beach Library in the City's Museum Historic District. The Request for Qualifications for the Rotunda Restoration Project is based on Option Two of "The Rotunda Study," attached as Exhibit D, prepared by Edward Lewis Architects (ELA), and presented to the Collins Park Oversight Committee on June 10, 2003. Option Two involves a 2511 square feet addition on the west side of the Rotunda to house restrooms, mechanical storage, and to provide ADA entrance and exits. Option Two incorporates a pre-function area into the climate controlled building allowing for receptions or exhibits all season. The report also recommends completion of the following project elements for the building to meet current building codes: new roof deck and roofing, new HVAC, plumbing and electrical, new windows, new fire rated doors, new restrooms, new ADA ramps, entrance and exits, new A/V system, asbestos removal, and new finishes.

The purpose of issuing a Request for Qualifications for the Project is to obtain qualifications from professional firms with the capability and experience to provide professional architecture, historic restoration and landscape architecture services for planning, design, bid and award, and construction administration of the Project. The intent is to create a versatile community space for the public, which includes but is not limited to, a space for the following functions: artistic performances, meetings by local and professional associations, lectures series, visual arts exhibits, production company dailies, receptions and speeches. The Rotunda has a historically significant, exterior, pre-cast panel system developed by Sculptor Albert Vrana that will be preserved. The Project will be funded using City Center TIF funds. The total project cost estimate is $736,600.

Advisory Board Recommendation:

The Collins Park Oversight Committee recommended this project on June 10, 2003.

Financial Information:

Amount to be expended:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Stacy Lotspeich, Senior Capital Projects Planner, CIP Office

Sign-Offs:

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2003\oct1503\regular\Rotunda Restoration RFQ\Rotunda RFQ SUMMARY.doc

AGENDA ITEM R7D

DATE 10-15-03

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: October 15, 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 ISSUANCE OF REQUEST FOR QUALIFICATIONS (RFQ) NO. 02-03/04 FOR PLANNING, DESIGN, BID AND AWARD, AND CONSTRUCTION ADMINISTRATION SERVICES FOR OPTION TWO OF THE ROTUNDA RESTORATION PROJECT AT AN ESTIMATED COST OF $736,600.**

ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City of Miami Beach intends to preserve the Rotunda, located at the Southwest corner of 22nd Street and Collins Avenue, and remedy code violations to provide a versatile community meeting and performance space. The Miami-Dade Public Library System (MDPLS) currently programs and operates the Rotunda. Maps identifying the project site location in the City and within the Museum Historic District area attached as Exhibits "A" and "B", respectively.

Upon the opening of the new Regional Library, MDPLS will transfer the operation of the facility to the City. The new Regional Library will have a 1332 square foot multi-purpose room with removable seating to serve a maximum of 190 people. The new Regional Library multi-purpose room also has a raised 450 square foot platform or stage that has a storage area behind it. The space is complete with an audio visual room, a projection room with equipment, and is fully accessible for the disabled.

The Rotunda building is 1830 square feet in total with 1346 square feet being assembly area to serve 192 occupants. The Rotunda is further dependent on the old Miami Beach Library for its electrical, plumbing, and HVAC, as well as ADA and restroom access. Certificates of appropriateness for development of a building within a Historic District that require even a partial demolition require both the demolition and development to be heard before the Historic Preservation Board jointly. This Project, therefore, may require the design of temporary landscaping or other site work in Collins Park in the place of a portion of the old Library, in order to receive a certificate of appropriateness for both the demolition of the old library and the design of the Rotunda Restoration Project from the City's Historic Preservation Board. However, before the Rotunda Project is fully

executed, including exterior landscape plans, temporary landscape work in place of a portion of the demolished library may be necessary aesthetically.

The Rotunda has a historically significant, exterior, pre-cast panel system developed by Sculptor Albert Vrana. The City intends to preserve this panel system in the renovation. A statement by the Artist regarding its design is attached as Exhibit "C".

The City has selected Option Two of *The Rotunda Study,* attached as Exhibit "D," as a fundamental basis of the Request for Qualifications for the Rotunda Restoration Project. The purpose of the Study was to identify the components of the Rotunda building that do not now and would not meet code requirements if the City chose to renovate the building. Additionally, the Study presents two schematic design options that are basic conceptual layouts (Exhibit "D").

Option One estimates costs in total of $500,000, including A/E fees, construction, general overhead and profit, and construction contingency. However, this did not include City management fees. Option One includes a 1615 square feet addition on the west side of the Rotunda to house restrooms, mechanical storage, and to provide ADA entrance and exits. There is an additional 850 square feet covered patio entrance that would serve as an outdoor pre-function area. Selecting Option One would allow the City to pick a Design Firm from the City's Rotating List of A/E firms since the total cost of the project would not exceed $500,000.

Option Two estimates costs of $700,000 in total, including A/E fees, construction, general overhead and profit, and construction contingency. (However, this did not include City management fees.) Option Two involves a 2511 square feet addition on the west side of the Rotunda to house restrooms, mechanical storage, and to provide ADA entrance and exits. Option Two incorporates the pre-function area mentioned above into the climate controlled building allowing for receptions or exhibits during all seasons. Selecting Option Two requires that the City issues a Request for Qualifications or a Request for Proposals for the Project.

Option Two received the support of the Collins Park Oversight Committee on June 30, 2003. The Committee has served as the advocate of local arts groups that have requested the renovation of the Rotunda and other City facilities for performance use. Currently, the Rotunda is under evaluation for programming and facility capability by the Tourism and Cultural Development Department as part of its Cultural Facilities Master Plan process.

Regarding more technical issues, the Project may also include the assimilation of FPL transformers into a small vault room in order to relocate above-ground wires to underground locations within the Collins Park Area. These possible tasks will require additional coordination with FPL not specifically listed in the Rotunda Study or the construction cost estimate contained within. A separate estimate from FPL indicates that the cost for this vault room would add approximately $100,000 to the project. If this

is added, then it is anticipated that this would be added through a separate action.

The estimated total budget of Option Two, including City Management Fees, is $736,600. This is based on the Rotunda Study construction cost estimate with adjustments for contractor profit and overhead and construction management.

ESTIMATED TOTAL PROJECT BUDGET

A/E/Development/Management	$ 92,000
Construction Budget	$586,000
Construction Contingency	$ 58,600
ESTIMATED PROJECT TOTAL	**$736,600**

RFQ TIMETABLE

The anticipated schedule for this RFQ and contract approval is as follows:

RFQ to be issued	October 22, 2003
Pre Qualification Conference	November 12, 2003
Deadline for receipt of questions	November 17, 2003
Deadline for receipt of responses	November 25, 2003
Evaluation committee meeting	Week of December 15, 2003
Commission authorization of negotiations	January, 2004
Contract negotiations	February, 2004
Projected award date	March, 2004
Projected contract start date	March, 2004

The selected Consultant shall perform a variety of forensic and community planning tasks that will culminate in the creation of a Basis of Design Report (BODR) for the project area. The BODR serves as the definitive Master Plan for all proposed improvements.

Improvements in the BODR may include restoration and enhancement to the function and aesthetics of the following:

- New roof deck and roofing;
- New HVAC, plumbing and electrical;

- New Audio Visual system, lighting and removable seating and stage platforms;
- New finishes throughout and asbestos abatement; and
- Exterior native landscaping that follows the Collins Park Master Plan and the associated planting plan, both developed by Robert A.M. Stern Architects.

CONSULTANT TASKS AND QUALIFICATIONS

It is anticipated that a Firm whose specialty and primary business is in the practice of architecture will head the selected Project Design Team, which should also include sub-consultant expertise in historic preservation and restoration, acoustical and lighting technique, and landscape architecture, all with extensive experience in retrofitting public buildings for compliance. Interested teams must demonstrate design and construction administration expertise, based on the successful completion of a number of projects of similar substantial size and complexity for other governmental and/or private entities.

The selected Consultant will be tasked with the following duties and responsibilities:

Task 1 – Planning Services
Task 2 – Design Services
Task 3 – Bid and Award Services
Task 4 – Construction Management Services
Task 5 – Additional Services
Task 6 – Reimbursable Services

Task 1 – Planning Services:

The purpose of this Task is to establish a consensus design concept for the Rotunda Project that meets the needs of the user community and stays within established schedule and cost parameters. Note that this task will utilize and expand upon the concepts presented in existing master plans for presentation to affected residents in a Community Design Workshop. The selected firm will conduct one (1) Community Design Workshop.

Based on the result of the Community Design Workshop, a draft Basis of Design Report shall be developed for presentation and approval by all applicable design review committees and permitting agencies. A final Basis of Design Report shall then be prepared summarizing the accepted design concept, budget level cost estimate, implementation schedule and other issues deemed important to the implementation of the project. The final Basis of Design Report will be presented to the City Commission for enactment through Resolution and will be available to the public thereafter.

Task 2 – Design Services:

The purpose of this Task is to establish requirements for the preparation of contract documents for the Project. Note that the selected firm will be required to perform 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. These tasks include, but may not be limited to, surveying, utility verification, and listing encroachments in the Right of Way. In addition, the selected firm will follow City standards for the preparation of contract documents, inclusive of drawings, specifications and front-end documents and cost estimates.

Presentation formats for Review Submittal will be prepared at the 60%, 90% and 100% design completion stages. Contract documents will be subject to constructability and value engineering reviews to be performed by others. The selected firm will attend and participate in community design review meetings to review the design progress and concept at different progress levels during the design. The selected firm will also be responsible for reviewing and receiving approvals of its contract documents from all jurisdictional permitting agencies and boards prior to finalization. To facilitate the implementation of a Public Information Program, the selected firm will provide electronic files of all project documents, as directed by the City. City in-house Departments shall be required to respond, in writing, to all review comments. Presentation formats will be as directed by the City.

Note that the selected firm shall establish and maintain an in house Quality Assurance / Quality Control (QA/QC) program designed to verify and ensure the quality, clarity, completeness, constructability and bid potential of its contract documents.

Task 3 – Bid and Award Services:
The selected firm shall assist City in bidding and award of the contract. Such assistance shall include facilitating reviews of its contract documents with applicable Procurement, Risk Management and Legal Department representatives. In addition, the selected firm shall furnish camera ready contract documents for reproduction and distribution by the City, attend pre-bid conferences, assist with the preparation of necessary addenda, attend the bid opening and assist with the bid evaluation and recommendation of award to the City. The selected firm shall provide "As-Bid" documents for use during construction.

Task 4 – Construction Management Services:
The selected firm shall perform a variety of tasks associated with the administration of the construction contract and construction management of the project. These shall include attendance at the pre-construction conference, attendance at weekly construction meetings, responding to Contractor requests for information / clarification, responding and evaluating Contractor requests for change orders / contract amendments, review of shop drawings, review of record drawings, review and processing of contractor applications for payment, monitor construction progress, resident project representation, project closeout reviews including substantial and final punch list development and project certification. The City will provide day-to-day construction administration duties.

Task 5 – Additional Services:
No additional services are envisioned at this time. However, if such services are required during the performance of the Work, they will be requested by the City and negotiated in accordance with contract requirements.

Task 6 – Reimbursable Services:
The City may reimburse additional expenses such as reproduction costs, survey, geotechnical work and underground utility verification costs.

EVALUATION PROCESS
The procedure for response evaluation and selection is as follows:

- Request for Qualifications issued.
- Receipt of responses.
- Opening and listing of all responses received.
- An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each response in accordance with the requirements of this RFQ. If further information is desired, respondents may be requested to make additional written submissions or oral presentations to the Evaluation Committee.

The Evaluation Committee will recommend to the City Manager the response(s) which the Evaluation Committee deems to be in the best interest of the City by using the following criteria for selection:

o The ability of professional personnel	(30 Points)
o Past performance	(20 Points)
o Willingness to meet time and budget requirements	(20 Points)
o Location	(10 Points)
o Recent, current, and projected workloads of the firms	(10 Points)
o The volume of work previously awarded to each firm by the agency, 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	(10 Points)
	100 Points

- The City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

- After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the City Commission the response or responses acceptance of which the City Manager deems to be in the best interest of the City.

- The City Commission shall consider the City Manager's recommendation(s) in light of the recommendation(s) and evaluation of the Evaluation Committee and, if appropriate, approve the City Manager's recommendation(s). The City Commission may reject City Manager's recommendation(s) and select another response or responses. In any case, City Commission shall select the response or responses acceptance of which the City Commission deems to be in the best interest of the City. The City Commission may also reject all proposals.

- Negotiations between the selected respondent and the City Manager take place to arrive at a contract. If the City Commission has so directed, the City Manager may proceed to negotiate a contract with a respondent other than the top ranked respondent if the negotiations with the top ranked respondent fail to produce a mutually acceptable contract within a reasonable period of time.

- A proposed contract or contracts are presented to the City Commission for approval, modification and approval, or rejection.

- If and when a contract or contracts acceptable to the respective parties is approved by the City Commission, the Mayor and City Clerk sign the contract(s) after the selected respondent(s) has (or have) done so.

The Administration recommends that the Mayor and the City Commission of Miami Beach, Florida approve and authorize the issuance of Request for Qualifications (RFQ) No. 02-03/04 for planning, design, bid and award, and construction administration services for Option Two for the Rotunda Restoration Project.

JMG/RM/TH/RS/sel
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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF REQUEST FOR QUALIFICATIONS (RFQ) NO. 02-03/04 FOR PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN, BID AND AWARD AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE ROTUNDA RESTORATION PROJECT

WHEREAS, the City of Miami Beach has developed various capital improvement projects to improve the quality of life of its residents in each of the City's thirteen Neighborhoods through renovation of infrastructure and facilities; and

WHEREAS, the Rotunda Restoration Project ("the Project") is located in the north east corner of Collins Park, which is bounded by 22nd Avenue on the north, Collins Avenue on the east, 21st Street to the south, and Park Avenue on the west as more particularly described in Exhibit "A," the Rotunda Project Location, and Exhibit "B," Historic Districts; and

WHEREAS, constructed in 1961, and unchanged from the original construction, the Rotunda building has been identified as in need of exterior and interior renovations to remedy code violations; and

WHEREAS, the scope of services for the improvements will take into consideration previously authorized and currently endorsed City of Miami Beach planning level documents including, but not limited to, "Artistic Statement on Historic Rotunda Panels," attached as Exhibit "C," "the Rotunda Study Activity," attached as Exhibit "D," and "Option 2," attached as Exhibit "E"; and

WHEREAS, the purpose of issuing a Request for Qualifications is to obtain qualifications from professorial firms with the capability and experience to provide professional planning, urban design, engineering and landscape architecture services for the planning, design, bid and award, construction administration of the Project; and

WHEREAS, the anticipated schedule for the RFQ and contract approval is as follows: RFQ to be issued on October 22, 2003; Pre Qualification Conference on November 11, 2003; Deadline for receipt of questions on November 17, 2003; Deadline for receipt of responses on November 25, 2003; Evaluation committee meeting on December 15, 2003; Commission approval/authorization of negotiations in January, 2004; Contract negotiations in February, 2004; Projected award date in March, 2004; Projected contract start date March, 2004; and

WHEREAS, the successful firm will be tasked with the following duties and responsibilities: Task 1—Planning Services; Task 2—Design Services; Task 3—Bid and Ward Services; Task 4—Construction Management Services; and

WHEREAS, the procedure for the response and evaluation and selection are fully described in the Request for Qualifications (RFQ) No. 02-03/04; and

WHEREAS, the Administration recommends the issuance of RFQ No. 02-03/04.

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 of Miami Beach, Florida authorize the issuance of a Request For Qualifications No. 02-03/04 for Professional Services for the planning, design, bid and award and construction administration services for The Rotunda Restoration Project.

PASSED, ADOPTED AND APPROVED this 15th day of October, 2003.

ATTEST:

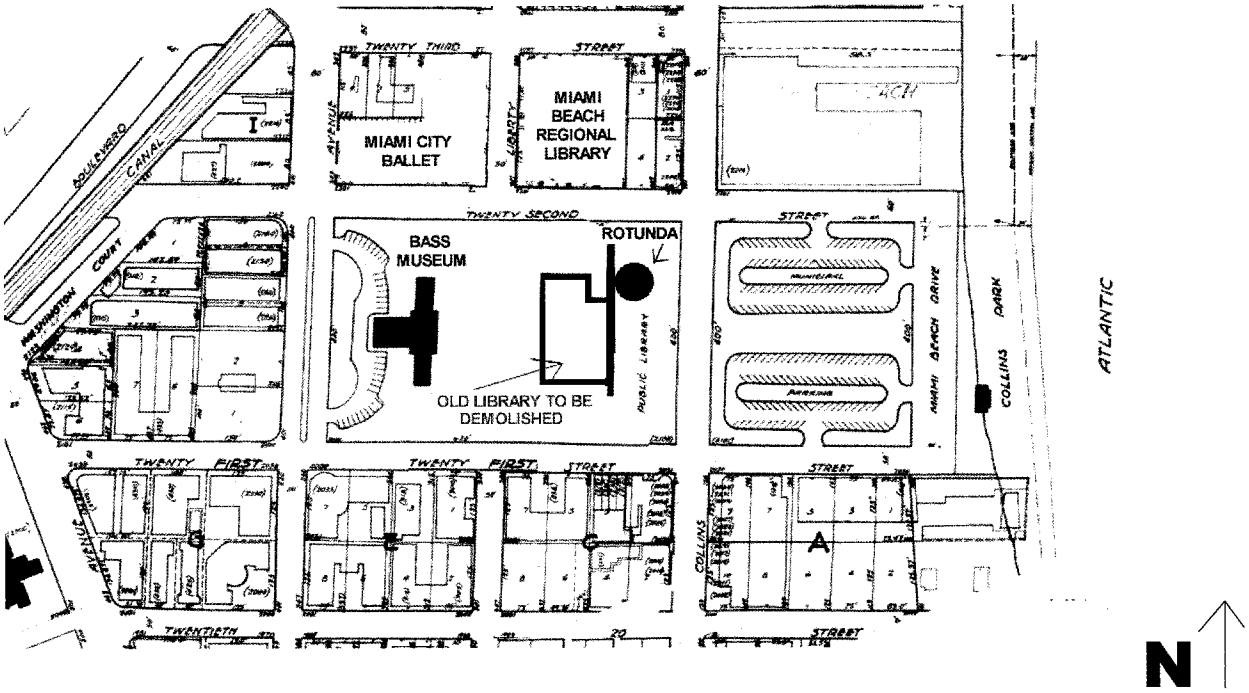
CITY CLERK	MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 10-8-03 Date

EXHIBIT A

THE ROTUNDA PROJECT LOCATION
RFQ 02-03/04
October 15, 2003



The Rotunda Restoration Project

in the NE corner of Collins Park,
in the Collins Park Cultural Area,
ROW Program City Center Neighborhood
City of Miami Beach, Florida

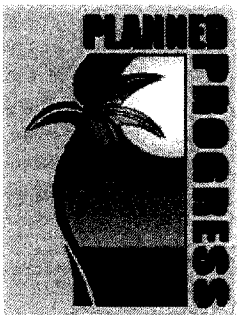


EXHIBIT A
THE ROTUNDA PROJECT LOCATION
RFQ 02-03/04
October 15, 2003

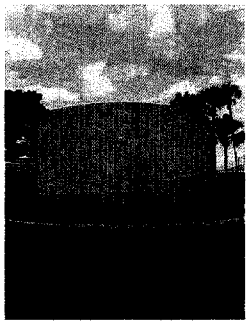


EXHIBIT B
HISTORIC DISTRICTS

RFQ 02-03/04
October 15, 2003

The Rotunda is located in the City's Museum District and the National Register Architectural District.
The Rotunda panels has been noted as distinctive historic components of the building for preservation.

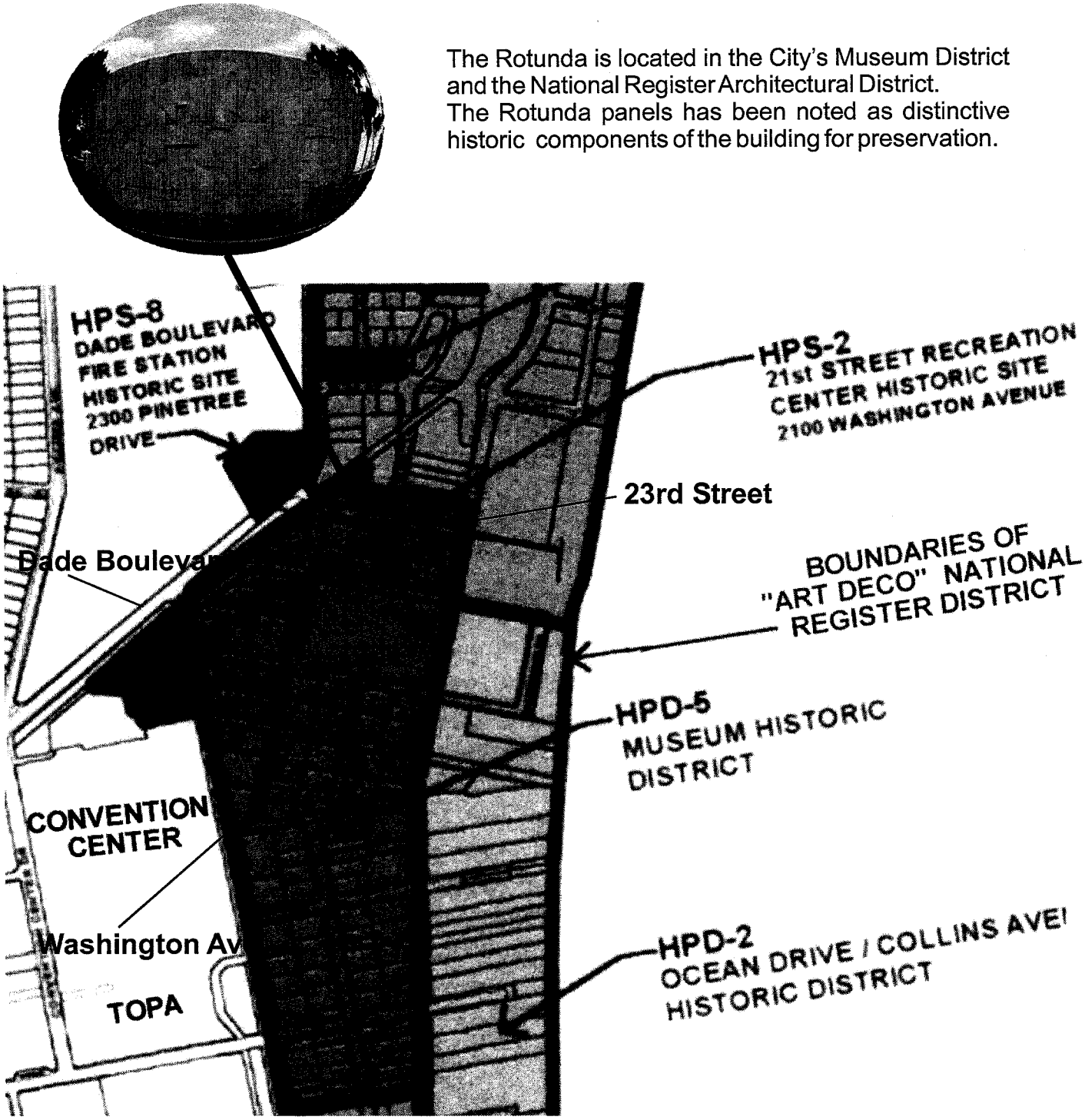


EXHIBIT C
ARTIST STATEMENT
ON HISTORIC ROTUNDA PANELS
RFQ 02-03/04

SAND CAST CONCRETE RELIEF FOR MIAMI BEACH PUBLIC LIBRARY

This relief is of concrete, cast in a sand mold. The design as I have worked it out on a scale model, is executed in a style which can best be described as non-subjective symbolism. By this I mean a series of varied designs so handled as to inspire the imagination of the viewer, as a child finds subjects in clouds or a blazing fire. All art demands a degree of participation by the viewer. Modern art allows him the most freedom of interpretation.

This library is created to contain a record of man's relationship to his environment, therefore I have chosen the idea of portraying the development of man - past, present and future. This meaning is directed by the use of symbolism. Symbols in the design conduct the viewer from man's lowly beginning at the base of the building upward and out into the everwidening scope of the future. Since man is a complex being and his development in the various areas of knowledge have not been separate and distinct from one another, I have not relegated science to one corner of the design, religion to another, etc., but have interwoven them throughout.

The style in which this relief is handled allows the viewer to see and understand more every time it is seen. The user of the library, returning time and time again, will be able to perceive new feelings and interpretations.

The meaning is timeless, not dated to any particular period. The execution of it is modern, appropriate for the time in which we live.

Albert Vrana
Sculptor

ELA

EDWARD LEWIS ARCHITECTS, INC.

250 BIRD RD., SUITE 212 CORAL GABLES, FLORIDA, 33146
(305)445-0835 • FAX 443-7106
AAC001678

MIAMI BEACH ROTUNDA STUDY
Executive Summary

The City of Miami Beach intends to demolish the City of Miami Beach Library located at the Southwest corner of 22nd Street and Collins Avenue, preserving the historically significant Rotunda Building. The City plans to provide the necessary alterations to the building to allow for a variety of versatile community uses.

The Rotunda Building as it exists today, contains deficient structural, mechanical and electrical systems, a series of code violations including Building Code, Structural, and ADA violations that needs to be corrected during the alteration process.

The Rotunda is currently accessed through an enclosed corridor that should be replaced with common restrooms, mechanical components and a Prefunction gathering place.

The Rotunda should be gutted down to the bare structural components that have been determined to meet the current code requirements. The building should have the following:

- New roof deck and roofing
- The HVAC, plumbing and electrical should be completely replaced
- To fulfill its designated future use the building should be equipped with a limited Audio Visual system
- The building should be furnished with new finishes throughout.

ELA provides two design schemes that were developed based on a $500,000 and $700,000 budget. Option 1 - $500,000 design scheme is based on an open-air-prefunction area, enclosed restrooms and a refurbished Rotunda Building. Scheme II - $700,000 design scheme is based on an enclosed prefunction area, restrooms and a refurbished Rotunda Building. The difference between the two schemes is that the Scheme II -$700, 000 Budget offers additional Air conditioned space - the enclosed prefunction area 1269 SF.

The refurbished Rotunda Building will provide the City of Miami Beach with a flexible multi use space that can be used by a number of City or public groups.

MIAMI BEACH ROTUNDA STUDY
22nd Street and Collins Avenue

Introduction

ELA was commissioned through an existing Professional Service Agreements to perform a study for the historically important Rotunda Building situated on the southwest corner of 22nd Street and Collins Ave. in front of the old Miami Beach Library.

The purpose of this study is to determine the adequacy of the rotunda structure. Adequacy is defined by its compliance with applicable building zoning and emergency preparedness codes. This analysis will be used to determine the feasibility of retaining the Rotunda for the proposed functions.

The City of Miami Beach intends to demolish the City Library located at the Southwest corner of 22nd Street and Collins Avenue, preserving the historically significant Rotunda Building and provide alterations to the building to allow for community uses as a versatile meeting space.

The Rotunda Building was constructed in 1961 and is unchanged from the original construction. The purpose of the building was for meetings and gatherings associated with the Library. The Rotunda is approximately 1,830 square feet and is connected to the Library by an enclosed corridor. The building was originally surrounded by a reflecting pool, which has been filled and landscaped. The building's exterior skin is a finished decorative precast panel system.

The report includes the following

- An analysis of the major building components, The architectural components of the building, life/safety aspects of the buildings, the electrical/ mechanical systems serving the Rotunda, the exterior envelope and structural frame.

- Design solutions and cost projections for Option I - $500,000 Design Solution.

- Design solutions and cost projections for Option II - $700,000 Design Solution.

MIAMI BEACH ROTUNDA STUDY
22nd Street and Collins Avenue

I) ZONING CLASSIFICATION – Zoning classification are given to all properties to define the use of the property, define the scale of improvements within the property, specify the setbacks and height of any improvement.
   A) Zoning Code of the City of Miami Beach - The property is zoned GU – Government Use
      1) Main permitted uses - The main permitted uses in the GU government use district are government buildings and uses, including but not limited to parking lots and garages; parks associated parking; schools; performing arts and cultural facilities; monuments and memorials. Any use not listed above shall only be approved after the city commission holds a public hearing.
      2) Development regulations.
         (a) The development regulations (setbacks, floors area ratio, signs, parking, etc.) in the GU government use district shall be the average of the requirements contained in the surrounding zoning districts as determined by the planning and zoning director, which shall be approved by the city commission.
         (b) Once the design is approved, the Architect and the City's Project Manager are to meet with the Zoning Director to confirm the application of the design to the cities parameters.

II) OCCUPANCY CLASSIFICATION - An occupancy classification is given to every new or existing building for the purpose of reference to within the code. The designation for the use of the building establishes the occupancy load and type of construction.
   A) 2001 Florida Building Code
      1) Section 304 Assembly Occupancy – Group A - A-2 Assembly for 50 to 1000 people
         (a) 304.2 Sub classifications:
            (1) 304.2.1
            (2) A-2: Small Assembly shall include theaters and other places of assembly with or without a stage requiring proscenium-opening protection and with an occupant load of 50 or more persons, but with an occupant load less than designated for Large Assembly.
   B) National Fire Protection Association:
      1) NFPA 101, Chapter 13, Existing Assembly Occupancies:
         (a) Existing Assembly Occupancies

III) OCCUPANT LOAD: - Occupant load is the amount of people that could potential occupy the space at any one time. This load helps establish restroom fixtures counts and other code requirements such as exit widths.
   A) Florida Building Code 2001:
      1) Table 1003.1 Minimum Occupant Load

USE	area per occupant (sq. ft)
Assembly Areas without fixed seats	7 net
Waiting space	
Kitchens	100 gross
Unconcentrated use	15 net

Existing Assembly Area: 1,347 square feet ÷ 7 net/occupant = 192 occupants
New Entrance Vestibule - 1,269 square feet ÷ 15 net/occupant = 84 occupants
Total occupants.....276 occupants

B) National Fire Protection Association:
   1) Table 7.3.1.2 Occupant Load Factor
      (a) An assembly area of concentrated use without fixed seats, such as an auditorium, place of worship, dance floor, discotheque, or lodge hall:
      (b) One person per 7 net sq.Ft. (0/65 net sq.m.)
      (c) An assembly area with less concentrated use , with out fixed seating: One person per 15 net sq. Ft. (1.4 net sq. m.)
      (d) Occupancy Load
         (1) Assembly Area - 1,347 square feet ÷ 7 net/occupant = 192 occupants
         (2) Pre Function Area 1,269 square feet ÷ 15 net/occupant= 84 occupants
         (3) Total 276 occupants

IV) CONSTRUCTION TYPE: - Construction Type is based on the height and area of a building. The Construction type specifies the minimum construction types, materials and fire resistive nature of the building materials used in construction.
   A) Florida Building Code 2001:
      1) Section 606 Type IV, unsprinkled and unprotected - limits the height to one floor and the area to 6,000 SF.
         (a) Type IV may be unprotected. Fire resistance requirements for structural elements of Type IV construction shall be as specified in Table 600.
         (b) Per FBC Table 600 the required resistance in hours for the building (unprotected) is:
            (1) Interior Bearing Walls supporting roof only – Non Combustible
            (2) Interior Nonbearing Partitions – Any material permitted by FBC
            (3) Columns supporting roofs only – Non Combustible
            (4) Beams, Girders, Trusses & Arches supporting roofs only – Non Combustible
            (5) Floor & Floor/ceiling assemblies – Non Combustible
            (6) Roof & Roof/Ceiling Assemblies – Non Combustible
            (7) Exterior Bearing Walls Horizontal separation over 30 feet – Non Combustible, with no limits on percent of protected and unprotected wall openings permitted.
            (8) Exterior Nonbearing Walls Horizontal separation over 30 feet – Non Combustible, with no limits on percent of protected and unprotected wall openings permitted.

V) RESTROOM FACILITIES: - The occupancy load is used in determining the amount of restroom fixtures should be provide for the facility.
   A) Florida Plumbing Code 2001:
      1) Chapter 4, Section 403 Minimum Plumbing Facilities – Minimum number of plumbing facilities for 276 occupants. The total occupancy of 276 people is divided by 2 - equally for male and female occupants. The total is 138 males and 138 females.

OCCUPANCY
Theatres, Halls, Museums, etc.

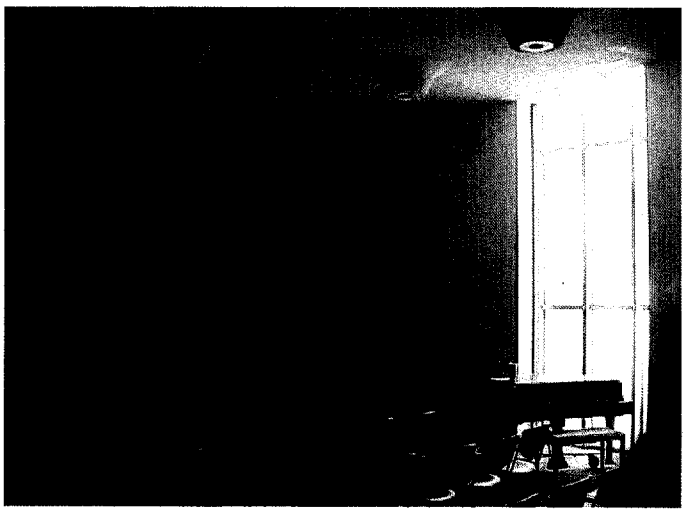
	Required		Provided		Remarks
	Female	Male	138 Females	138 Males	
WATER CLOSETS	1 per 65	1 per 125 Provided	3	1 *	*Urinals can be substituted for 50% of the required fixture
LAVATORIES	1 per 200	1 per 200	2	2	
BATH/ SHOWER	Not required		Not required		
DRINKING	1 per 500		1		
OTHERS	1 Service Sink		1		
URINALS	None		1*		* Urinals can be substituted for 50% of the required fixture

2) Chapter 11, Section 11.4
   (a) Male: One toilet stall provided complying with Florida Accessibility Code for Building Construction.
   (b) Female: One toilet stall provided complying with Florida Accessibility Code for Building Construction.
   (c) Water Closets 114.16- General. Accessible water closets shall comply with 11-4.16.
   (d) Toilet Stalls 11-4.17- Location. Accessible toilet stalls shall be on an accessible route and shall meet the requirements of 11-4.17.
   (e) Urinals 11-4.18- General. Accessible urinals shall comply with 11-4.18.
   (f) Lavatories and Mirrors 11-4.19- General. The requirements of 11-4.19 shall apply to lavatory fixtures, vanities, and built-in lavatories.

VI) NUMBER OF EXITS: - The number of exits from a building or space is based on the size of the room and the occupancy count of the space.
   A) The existing building provides two remote exits, one through the main door the second through the storage room. The design options recommends to provide a new exit the south side of the Rotunda. The proposed building provides three exits. Two from the assembly area - Rotunda.
   B) Florida Building Code 2001:
      1) Chapter 10, Section 1004 Arrangements and number of exits.
         (a) Every room or tenant space shall be provided with a minimum of means of egress. Every room or tenant space, which has an occupant load of 50 or more persons or where in which the travel distance from the most remote point to the entrance to the exit access from the room or tenant space exceeds 75 ft (23m) shall have not less than two egress doors.
         (b) Where two or more exits or exit access doors are required, at least two of the exits or exit access doors shall be placed a distance apart equal to

not less than ½ of the length of the maximum overall diagonal dimension of the building or area to be served measured in straight line between the nearest edge of the exit access doors.

(c) When more than one exit is required from a building or portion thereof, such exits shall be remote from each other and so arranged and constructed as to minimize any possibility that more than one may be blocked off by any one fire or other emergency condition.



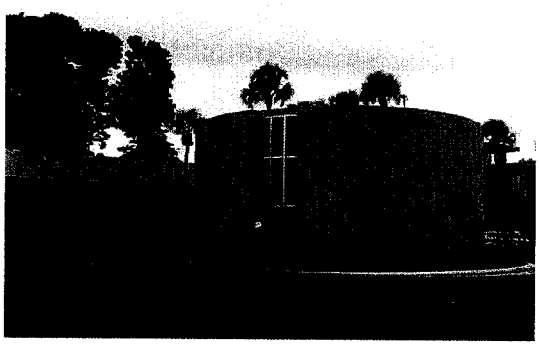
(d) Accessible Route – 11-4.3 General. All walks, hall, corridors, aisles, sky-walks, tunnels, and other spaces that are part of an accessible route shall comply with 11-4.3.

C) National Fire Protection Association:
1) Section 7.4 Number of Means of Egress.
(a) 7.4.1.1 The number of means of egress from any balcony, mezzanine, story, or portion thereof shall be not less than two.
(b) Section 7.5 Arrangement of Means of Egress
(c) 7.5.1.3 When more than one exit is required from a building or portion thereof, such exits shall be remote from each other and so arranged and constructed as to minimize any possibility that more than one may be blocked off by any one fire or other emergency condition.

VII) EGRESS WIDTH: - The exit width is determined by the occupancy count divided by the number of exits provided.
A) Florida Building Code 2001:
1) Chapter 10, Section 1004 Arrangements and number of exits. Table 1004
(a) The Building Occupancy Classification is Group A, where the egress width per person served (in.) is 0.2 for level and 0.3 for stairs.
(b) 276 Occupants x 0.2 = 55.2".....Required Min. Width 55.2"
(c) Width Provided (Total number of doors.....20'0"
B) National Fire Protection Association:
1) Section 7.2 Means of Egress Components.
(a) Minimum Width. Door openings in means of egress shall be not less than 32 in. clear width. Where a pair of doors is provided, not less than one of the doors shall provide not less than a 32-in. clear opening.

VIII) MEANS OF EGRESS: Means of Egress defines the type of exits and requirements and limitations of the exits.
A) Florida Building Code 2001:
1) Chapter 10, Section 1019 Assemblies
(a) 1019.7 Doors

(1) 1019.7.1 A key lock may be used from the egress side of the main exterior exit doors on Group A-2 having an occupancy of 300 or less, subject to the following:
   (i) There is a readily visible durable sign on or adjacent to the door stating; THIS EXIT TO REMAIN UNLOCKED WHEN THIS BUILDING IS OCCUPIED. The sign shall be in letters no less than 1 inch high on a contrasting background.
   (ii) The locking device must be on a type that will be readily distinguishable as locked.
   (iii) The main exit door is a single door or one pair of doors.
   (iv) When unlocked, the door or both leaves of the pair must be free. The use of the key locking device may be revoked by the building official for due cause.



   (v) Controls and Operation Mechanisms11.4.27- General. Controls and operating mechanisms required to be accessible by 11-4.1 shall comply with 11-4.27.
   (vi) Doors and Door Hardware 11-4.13- General. Doors required to be accessible by 11-4.1 shall comply with the requirements of 11-4.13.
   (vii) Entrance 11-4.14 Minimum Number. Entrance required to be accessible by 11-4.1 shall be part of an accessible route complying with 11-4.3. Such entrances shall be connected by an accessible route to public transportation stops, to accessible parking and passengers loading zones, and to public streets or sidewalks if available (See 11-4.3.2(1)). They shall also be connected by an accessible route to all accessible space or elements within the building or facility.

(2) 1019.7.2 Each door in a means of egress from an area of Group A occupancy may be provided with a latch or lock only if it is panic hardware or fire exit hardware. Which releases when pressure of no more than 15 lb (67N) is applied to the realizing devices in the direction of the exit travel. Such realizing releasing devices may be bars or panels extending not less than ½ the width of the door and placed at heights suitable for the service required, but not less than 34 inches (86 cm) nor more than 48 inches (122 cm) above the floor. Whenever panic hardware is used on a labeled fire door, the panic hardware shall be labeled as fire exit hardware.

(3) The existing doors out of the Auditorium are part of path of travel and are required to be equipped with panic devices or closers. In order to upgrade the existing building it is required to install new hardware and closers on existing doors.

B) National Fire Protection Association:
1) Section 7.2 Means of Egress Components.
(a) 7.2.1.5 Locks, Latches, and Alarm Devices
(1) Doors shall be arranged to be opened readily from the egress side whenever the building is occupied. Locks, if provided, shall not require the use of a key, a tool, or special knowledge or effort for operation from the egress side.
(b) 7.2.1.7. Panic hardware and Fire Exit
(1) 7.2.1.7.1 Where a door is required to be equipped with panic or fire exit hardware, such hardware shall meet the following criteria:
(2) It shall consist of cross bars or push pads, the actuating portion of which extends across not less than one-half of the width of the door leaf and not less than 34 in, nor not more than 48 in., above the floor.
(3) It shall be constructed so that a horizontal force not to exceed 15 lbf. actuates the cross bar or push pad and latches.

IX) IMPEDIMENTS TO EGRESS: Impediments to egress is the restrictions and limitations of the exits.
The second exit out of the south side of the building is blocked with stored material and is through a storeroom area.
A) Florida Building Code 2001:
1) Chapter 10, Section 1017 Exit Obstructions
(a) Where floor space is occupied by tables, chairs, or other movable, aisles not less than 36 inches clear width shall be maintained to provide ready access to egress doors.
B) National Fire Protection Association:
1) Section 7.5 Arrangement of means of Egress
(a) 7.5.2 Impediments to Egress
(1) Access to an exit shall not be through kitchens, storerooms, restrooms, workroom s, closets, bedrooms or similar spaces, or other rooms or spaces subject to locking, unless passage through such rooms is permitted for the occupancy.
(2) The existing exit at the storage room should not be considered as a second means of egress unless stored material is removed to provide unhindered access to the exit. ELA's design options indicate that a second means of egress should be provided on the south east side of the building.

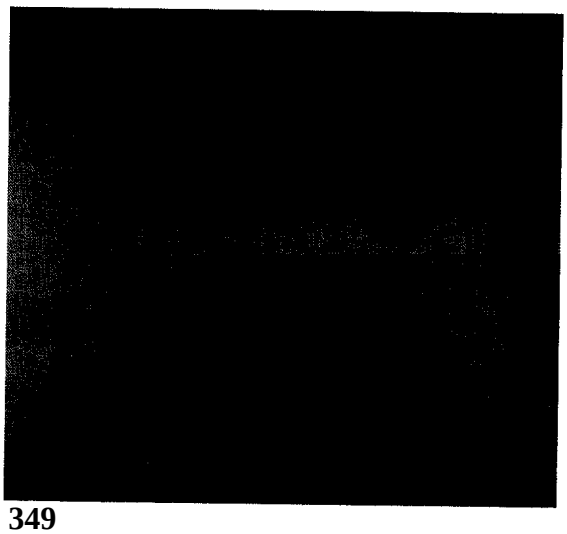
X) MEANS OF EGRESS ILUMINATION AND SIGNS
A) SIGNS
1) There is no emergency lighting located at the exits.
2) A sign shall mark every required exit. Readily visible signs in all cases shall mark access to exits where the exit or way to reach it is not immediately visible to the occupants. Each exit should be install with approved exit signs at all exits, and an emergency operator to provide emergency lighting at all means of egress as well.
3) Per FBC 1016.2 (Emergency lighting and standby power) all assembly occupancies and their means of egress shall be provided with emergency lighting in accordance with 1016.2.3 The emergency lighting facilities shall be arranged to maintain the specified degree of illumination throughout the

means of egress for a period of 1 ½ hr in the event of failure of normal lighting.

4) Per NFPA Section 7.9 Emergency Lighting, 7.9.2.4 Battery-operated emergency lights are acceptable only if they use reliable types of rechargeable batteries provided with suitable facilities for maintaining them in properly charged conditions. The batteries used shall comply with NFPA 70, *National Electrical Code.*
5) Building Signage 11-4.1.3 (16) Signs which designate permanent rooms and spaces shall comply with 11-.4.30.6.
   Signage 11-4.30 General. Signage required to be accessible by 11-4.1 shall comply with the applicable provisions of 11-4.30.

B) Florida Building Code 2001:
   1) Chapter 10, Section 1016, Means of egress illumination and signs.
   (a) 1016.3 Exit signs
      (1) 1016.3.1 Exits shall be marked by an approved sign readily visible from any direction of exit access. Every exit sign shall be suitably illuminated by a reliable light source. Externally and internally illuminated signs shall be visible in both the normal and emergency lighting.
      (2) Exception: Main exterior exit doors that obviously and clearly are identifiable as exits.
   (b) 1016.3.2 Access to exits shall be clearly marked by approved , readily visible signs, in all cases where the exit or way to reach the exit is not readily apparent to the occupants. Sign placement shall be such that no point in the exit access corridor is more that 100 ft (30m) from the nearest externally illuminated sign and is not in excess of the marked rating for internally illuminated signs.
   2) 1016.3.3 Every required sign shall be located and of such size, distinctive color and design as to be readily visible and shall provide contrast with interior finish or other signs. No equipment that impairs visibility of an exit sign shall be permitted, nor shall there be any brightly illuminated sign or object in or near the line of vision of the required exit sign of such a character as to detract attention from the exit sign. Floor proximity signs, where required, shall be in accordance with 1016.38.2 or 1016.3.8.3.
   3) 1016.3.4 At each door into an exit stair enclosure, tactile signage stating "EXIT" and complying with ICC/ANSI A117.1, American National Standard for Accessible and Usable Buildings and Facilities, shall be installed adjacent to the latch side of the door 60 in. (152 cm) above the finished floor to the centerline of the sign.

C) National Fire Protection Association:
   1) Section 7.10 Marking of Means of Egress
      (a) 7.10.1.2 Exits. Exits, other than main exterior exit doors that obviously and clearly are identifiable as exits, shall be marked by



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an approved sign readily visible from any direction of exit access.

D) PROJECTOR ROOMS
   1) Projection Room
   2) The use of the projection room poses several problems. The access to the projection room is by a ships ladder, therefore limiting access to disabled users and raises concern within NFPA. The room can no longer be used as an attended projection room, although the code allows for the space to be fit with a digital projector that requires only periodic maintenance of automated projection equipment. Should the City require this room to be used as a projector room the Citiy should consult with the Building and Fire Officials.

E) Projection Room
   (a) The Second Floor Projection Room is considered a hazardous area and should be separated from the balance of the building by one hour fire-rated construction.

F) National Fire Protection Association:
   1) 12.2.4.3 - Balconies or mezzanines having an occupant load not exceeding 50 shall be permitted to be serviced by a single means of egress and shall such means of egress shall be permitted to lead to the floor below.
   2) Section 13.3, 13.4.6 Projection Booths.
      (a) In accordance with 13.3.2.1.1 rooms containing service equipment subject to explosion shall be separated from other parts off the building by fire barriers.
      (b) Per 13.4.6.2.1 - The projection room shall have a floor area not less than 80 SF for a single machine and not less than 40 SF for each additional machine. The projection room and the rooms appurtenant to it shall have a ceiling height of not less than 7ft 6 in., and provide a self-swinging and self-closing door not less than 30 in wide and 6 ft 8 in high.
      (c) Also it is required a supply air system as well as an exhaust system.
      (d) 7.2.9.1 (C) a means of egress from a tower and elevated platform around machinery or similar spaces subject to occupancy by no more than 3 people who are capable of using a ladder.

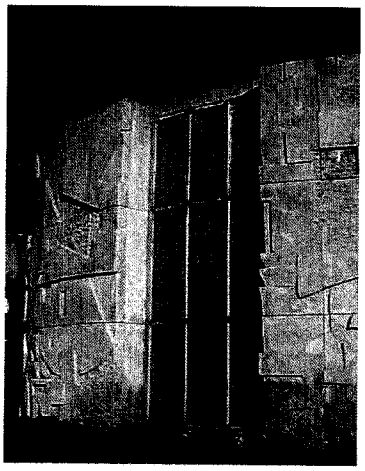
G) ADA accessibility to the projector room – Through discussions with Miami Dade County ADA department it was determined that a projector room served by a ladder is not required to be ADA accessibility. Requirement for the access to this room requires further interpretation by the Building and ADA Officials.
   1) Florida ADA
      (a) Section 11-4.4.1.3 Accessible Buildings (5)(3) Vertical accessibility shall be provided to all levels above and below except for: (3) occupiable spaces and rooms that are not open to the public and that house no more than five person including but not limited equipment control rooms and projection booths.

XI) STAGING AREA -
   A) The present storage area adjacent to the entrance has a louvered door in this room. This room should be a one-hour fire-rated room therefore the door must be changed.

Storage 11-4.25 General. Fixed storage facilities such as cabinets, shelves, closets, and drawers required to be accessible by 11-4.1 shall comply with 11-4.25.

B) In this case is recommended to replace the door with "C" label, forty five-minute doors, no louvers allowed.

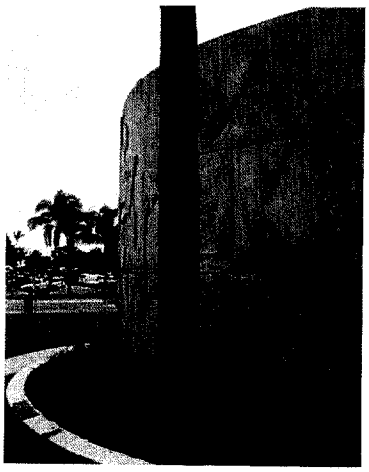
C) National Fire Protection Association:
   1) Section 13.3, 13.3.2 Protection from Hazards.
   2) Per 13.3.2.1.1 Rooms containing high-pressure boilers, refrigerating machinery of other than the domestic refrigerator type, large transformers, or other service equipments subject to explosion shall not be located directly under or abutting required exits. All such rooms shall be separated from other parts of the building by fire barriers that have a fire resistance rating not less than one hour or shall be protected by automatic extinguishing systems.



D) 13.3.2.1.3 Rooms or spaces for the storage, processing or use of materials specified in 13.3.2.1.3 shall be protected in accordance with the following:
   1) Separation from the remainder of the building by fire barriers having a fire resistance rating of not less than one hour or protection of such rooms by automatic extinguishing systems as specified in Section 6-4 n the following areas:
   2) Rooms or spaces used for the storage of combustion supplies in quantities deemed hazardous by the authority having jurisdiction.

XII) HIGH VELOCITY HURRICANE ZONES

A) Exterior windows in the existing Auditorium are a fiberglass/synthetic material. These openings must use a hurricane resistant glazing material approved by Dade County, as well as the new structure glazing material proposed.
   1) Florida Building Code 2001:
   2) Section 2410
   3) Exterior wall cladding, surfacing and glazing, where provided shall be as set forth in 2410 through 2415.
   4) Test procedures to determine resistance to windborne debris of wall cladding, outside doors, skylights, glazing, glass block, shutters and any other external protection devices shall be in accordance to this section. (This section explains in detail the testing procedures for materials). Due to age of glazing there was no test procedure in effect at the time of construction.
   5) It is required to remove the glazing and window frames and replace then with approved materials. Replacement should be glazing or block and stucco depending on functional and aesthetic consideration.



XIII) FEDERAL FLOOD CRITERIA – The Federal Flood Criteria is the lowest level that a building can be built and is defined by DERM – Department of Environmental Resource Management.

A) The building is situated in a type "X" zone requiring a minimum elevation of 8' NGVD (National Geodetic Vertical Datum of 1929). The as built drawings indicated that the building is positioned at 9'6" NGVD.

XIV) STRUCTURAL DESIGN

A) A report was prepared by Donnell, Duquesne and Albaisa under a separate contract with the City. The report listed major deficiencies and code violations based on the 1994 South Florida Building Code and ASCE 7-88.

B) The report listed the following deficiencies

1) The roof deck is not designed for uplift and for diaphragm purposes. The deck needs to be replaced.

2) The columns and beams do not meet the lateral loading requirements and need to be reinforced by adding steel members to the inside section of the addition members to the columns and beams.

XV) MECHANICAL ELECTRICAL AND PLUMBING

A) A report was prepared by Hufsey-Nicolades-Garcia-Suarez Associates under a separate contract with the City. The report included an analysis of all major components of the facility. The report listed major deficiencies and code violation based on the 1994 South Florida Building Code.

1) Due to replacing the structural decking of the roof and the extent of the modifications envisioned by the City. ELA's team recommends that all Mechanical, Electrical, Life Safety Systems by replaced to meet the current codes and technologies for this type of facility.

XVI) PRECAST PANELS

A) The precast decorative panel will require masonry repairs at some of the corners.

B) The panels required new caulking at the joints and to be sealed with a concrete sealer.

XVII) ASBESTOS – Asbestos is a carcinogenic material that is considered hazardous. Asbestos containing materials are removed during alteration and construction phases of a project.

A) The City procured an asbestos report from ARS Environmental, Inc., the inspection was performed July 23, 2000.

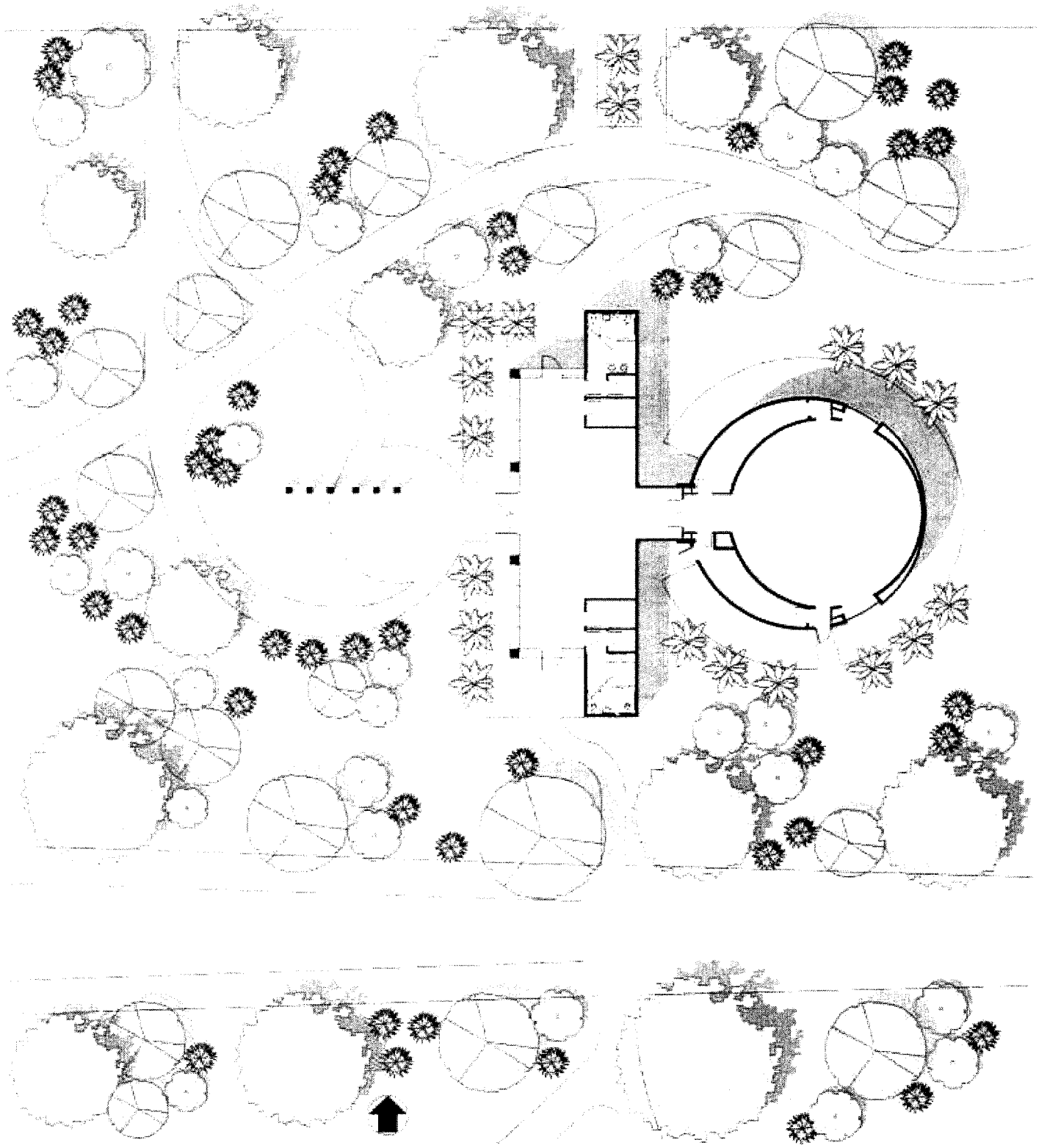
1) The report indicated that the there is asbestos in the following areas.

(a) Sprayed textured ceiling plaster

(b) AC Duct and Mastic

(c) 9" x9" floor tile and mastic under carpet

2) All areas containing asbestos will require abatement.



ELA

Edward Lewis Architects, Inc

Miami Beach Rotunda Study

Option 2

Site Plan

02/26/03

Scale: N.T.S.

Preliminary Cost Report

Project Name: Miami Beach Rotunda - Option 2

Stories (Ea.): 1
Story Height (L.F.): Varies
Floor Area (S.F.): 3489

Location: Miami, FL

Costs are derived from RS Means Construction Costs for Miami Beach

		$Cost/ Per S.F.	$ Total Cost
A Substructure			
A1010 Standard Foundations		3.32	11,600.00
Strip footing			
Spread footings,3000 PSI conc,			
A1030 Slab on Grade		3.53	12,300.00
Slab on grade, 6" thick, non industrial, reinforced			
B1020 Roof Construction		3.87	13,500.00
Steel joist on bearing walls			
B2010 Exterior Walls	**1656 SF**	18.49	30,619.00
Reinforced concrete block			
B2020 Exterior Windows		18.58	68,826.00
Aluminum 2 x 4 1/2 Tubes			
B2030 Exterior Doors			6,000.00
Steel 18 guage,hollow metal -3'-0" x 7'-0" opening			
B3010 Roof Coverings		5.53	19,300.00
3 ply Hot Mop Asphalt with galvanized flashing			
Roof deck insulation, composites with 2" EPS, 1" perlite			
Roof edges,aluminum,duranodic,.050" thick,6" face			
Flashing,aluminum,no backing sides,.019"			
Gravel stop,aluminum,extruded,4",mill,.050" thick			
B3020 Roof Openings		0.09	297.00
Roof hatches, with curb, and 1" fiberglass insulation, 2'-6"x3'-0",al			
C Interiors			
C1010 Partitions		2.07	7,225.00
Concrete block partitions - lightweight,hollow,6" thick,none,0 sides			
C1020 Interior Doors		1.15	4,025.00
Single leaf, wood, hollow metal, comm quality, flush, 3'-0"x7'-0"x1-3/8"			
C3010 Wall Finishes		6.16	21,500.00
Painting, masonry or concrete, latex, brushwork, primer & 2 coats			
Painting, masonry or conc, latex, brushwork, addition for block filler			
Wall coatings, epoxy coatings, maximum			
2 coats paint on masonry with block filler			
C3020 Floor Finishes		6.05	21,100.00
Carpet, tufted, nylon, roll goods, 12' wide, 36 oz			
Carpet, padding, add to above, maximum			
Tile in restroom			
C3030 Ceiling Finishes		2.62	9,150.00
Acoustical ceiling 3/4" fiberglass board,24" x 24" tile,tee grid,suspended support			
D2010 Plumbing Fixtures			
Water closet, vitreous china, bowl only with flush valve, wall hung			
Urinal, vitreous china, stall type			
Lavatory w/trim, wall hung, PE on CI, 18" x 15"			
Service sink w/trim, corner floor, 28" x 28"			

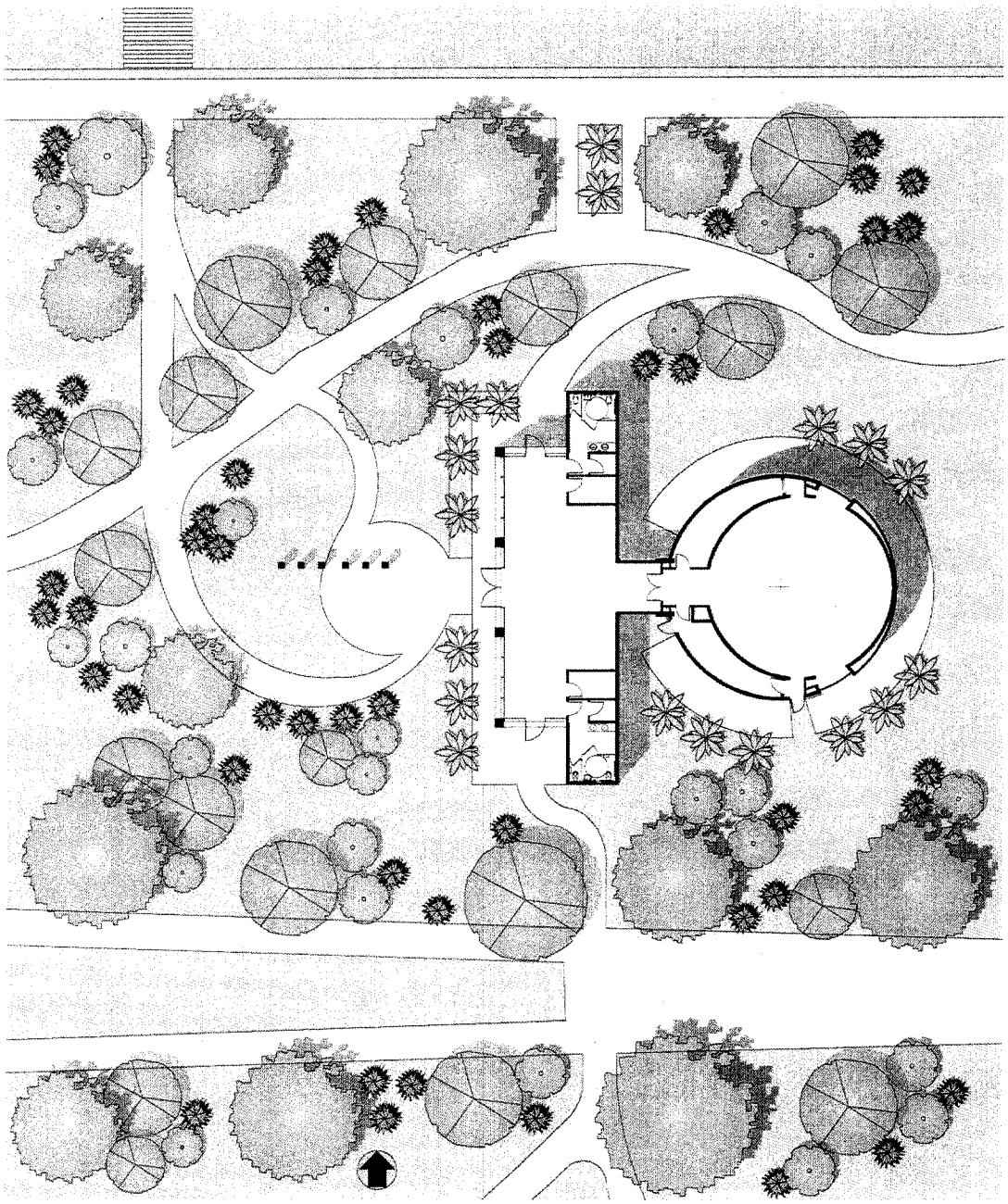
	Shower, stall, fiberglass 1 piece, three walls, 36" square		
	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH		
D2020	Domestic Water Distribution	1.44	5,025.00
	Gas fired water heater, com, 100< F rise, 75.5 MBH input, 63 GPH		
D2040	Rain Water Drainage	3.55	12,400.00
	Roof drain, PVC, 4" diam, diam, 10' high		
D3030	Cooling Generating Systems	9.80	34,200.00
	Rooftop, single zone,air conditioner,rests, 10,000 SF, 50.00 ton		
D4010	Sprinklers	1.53	5,350.00
	Wet pipe sprinkler systems, steel, light hazard, 1 floor, 10,000 SF		
D5010	Electrical Service/Distribution	1.28	4,450.00
	Service installed,includes breakers With ,3 ph, 4 W, 120/208 V, 800 A		
	Feeder installation 600 V, including RGS conduit and XHHW wire, 800 A		
	Switchgear installed included switch, panels & circ bkr, 800 A		
D5020	Lighting and Branch Wiring	6.94	24,200.00
	Receptacles including plate and box 8 per 1000 SF, .9 watts per SF		
	Wall switches, 2.0 per 1000 SF		
	Miscellaneous power, 1 watt		
	Central air conditioning power, 3 watts		
	Motor installation, three phase, 200V, to and incl 15 HP motor size		
	Motors three phase feed to 200V 15HP,230V 15HP,460V 40HP,575V 50HP		
	Fluorescent fixtures recess mounted in ceiling, 3 W per SF, 60 FC, 15 fxtr per 1000 SF		
D5030	Communications and Security	1.98	6,925.00
	Communication & alarm system,inc;udes outlets, boxes, cnd & W,sound sys, 30 outlets		
	Comm&alarm sys,incls outlets, boxes, cnd&w,fire detection sys,25 dets		
E Equipment & Furnishings			
E1090	Other Equipment	4.30	15,000.00
	Detection system, fire, smoke detector, ceiling type		
	Detection systems, fire, smoke detector, duct type		
	Emerency light units,battery operated,25 W,6 V each,lead battery		
	Sound system, components, speakers, ceiling or wall		
	Sound system, components, amplifier, 250 watts		
	TV systems, closed circuit surveillance, one station (camera & monitor)		
F Special Construction			
	Asbestos Abatement	$5.30	18,491
	Site Work Allowance		85,000
	Replace fountain with tile		7,500
	Site Lighting		3,800
	Allowance - 10%		40,000
	Sub-Total	140.00	487,783.00
	GENERAL CONDITIONS (Overhead & Pr **25%**		121,945.00
	ARCHITECTURAL FEES **12%**		58,535.00
	USER FEES **0%**		
	TOTAL BUILDING COST	191.53	668,263.00

EXHIBIT E

OPTION 2 from ELA ROTUNDA STUDY

RFQ 02-03/04

October 15, 2003



ELA Edward Lewis Architects, Inc. 250 Bird Rd. Suite 212 • Coral Gables, FL • 33146 305-445-0835 • 305-443-7106 f	Miami Beach Rotunda Study	Option 2 Site Plan 02/26/03 | Scale: N.T.S.

EXHIBIT E

OPTION 2 from The Rotunda Study

RFQ 02-03/04

October 15, 2003

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution of the Mayor and City Commission to Accept the City Manager's Recommendation and Authorize the Administration to enter into Negotiations with Ric-Man International, Inc., lowest and best Bidder; Pursuant to Bid 22-02/03 for Design-Build Services for Washington Avenue Improvements Phases 2, 4 and 5.

Issue:

Shall the City Commission Approve the Manager's recommendation.

Item Summary/Recommendation:

Design Build Firm (DBF) will be responsible for the design, construction and construction management of the water main distribution, sanitary sewer collection, storm water collection / disposal, irrigation, electrical, curb / gutter, sidewalk, road reconstruction and asphalt milling / resurfacing of the Washington Avenue Improvements (the Project). The Project limits consist of the Washington Avenue corridor from 5th to Lincoln Road. A Design Criteria Package (DCP) was prepared by the City's Project Manager, Hazen & Sawyer, which includes conceptual construction drawings and technical specifications for the civil, electrical, and landscaping disciplines.

An Evaluation Committee (the "Committee") appointed by the City Manager met on September 26th, 2003. The Committee based its recommendations upon a qualitative (evaluation criteria) and quantitative (price) criteria. A maximum of 100 points could be assigned to any Bidder, with a maximum of, respectively, 60 points for the qualitative criteria and 40 points for the quantitative criteria. The Committee reviewed the materials submitted by each respondent, heard presentations from each firm, and then ranked all firms. Immediately after ranking all firms the Committee agreed to open the top 3 firm's price proposals and the Procurement Director proceeded in doing so. The following is the final tally of all points for the top 3 firms and the ranking of those firms.

	Burkhardt	Central Florida	Ric-Man
Qualitative:	56	43.66	53.50
Quantitative:	10.92	39.40	40.00
TOTALS:	66.92 (3)	83.06 (2)	93.50 (1)

Advisory Board Recommendation:

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Gus Lopez, Ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL TH	RCM	JMG

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AGENDA ITEM R7E

DATE 10-15-03

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: October 15, 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 ENTER INTO NEGOTIATIONS WITH RIC-MAN INTERNATIONAL, INC., LOWEST AND BEST BIDDER; PURSUANT TO INVITATION TO BID (ITB) NO. 22-02/03, FOR DESIGN/BUILD SERVICES FOR WASHINGTON AVENUE IMPROVEMENTS PHASES 2, 4 AND 5; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH RIC-MAN INTERNATIONAL, INC., AUTHORIZING THE ADMINISTRATION TO REJECT ALL REMAINING BIDS.**

ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City has been pursuing the improvement of Washington Avenue in recognition of its status as one the City's most important pedestrian and vehicular thoroughfares. A Master Plan consisting of five phases of improvements was developed; Phase 1, covering the area from 11th to 5th Streets and consisting of sidewalk replacement, roadway and drainage improvements, and the planting of coconut trees was completed several years ago. Phase 3, consisting of the reconstruction of the median from 6th to 16th Streets to include shade trees, irrigation, and landscaping, was also completed.

Planning for remaining phases 2, 4, and 5 has been underway for some time. The City has determined that a design-build approach would be the best method for expediting the completion of these remaining phases of the project. The City's typical process begins with the City hiring an A/E firm to plan and design a project and then a construction firm to build the project. Under the design-build approach, one project consultant team with both design and construction expertise and qualifications prepares construction documents and constructs the project.

For the Washington Avenue Improvement Project, the Design Build Firm (DBF) will be responsible for the design, construction and construction management of the water main distribution, sanitary sewer collection, storm water collection / disposal, irrigation, electrical, curb / gutter, sidewalk, road reconstruction and asphalt milling / resurfacing of the Washington Avenue Improvements (the Project). The Project limits consist of the Washington Avenue corridor from 5th Street to Lincoln Road.

A Design Criteria Package (DCP), required by State Statute in a design/build process, for the Project was prepared by the City's ROW Improvements Program Manager, Hazen & Sawyer. The DCP includes conceptual construction drawings and technical specifications for the civil, electrical, and landscaping disciplines. The City has obtained a number of required project permits from the Miami-Dade Department of Health for water main construction, from the Miami-Dade Department of Environmental Resources Management for storm water treatment, and from the State of Florida Department of Transportation for construction on state right-of-way. Remaining construction design tasks include the revision / incorporation of the City's master Division 1 technical specifications; sanitary sewer gravity collector replacement at 6th and 8th Streets; revision / modifications to the existing conditions along the project limits, curb / sidewalk modifications at the intersection of Washington Avenue and Española Way to incorporate "bump-outs"; landscaping plan revisions to the Washington Avenue median between 5th and 6th Streets; and plan revisions to accommodate the City's construction sequence restrictions.

Invitation to Bid No. 22-02/03 (the "bid") was issued on April 23, 2003 with an opening date of September 16, 2003. A pre-proposal conference to provide information to firms considering submitting a response was held on May 8, 2003. This Bid was issued simultaneously on DemandStar by Onvia and BidNet. DemandStar issued bid notices to 846 prospective proposers, resulting in 63 proposers requesting Bid packages. BidNet issued notices to 15 prospective proposers, resulting in 13 proposers requesting bid packages. These two efforts resulted in the receipt of five (5) proposals, by firms, in response to the Bid proposal (in alphabetical order):

- Burkhardt Construction, Inc.
- Central Florida Equipment
- Danella Construction Corp.
- MCM Engineers and General Contractors
- Ric-Man International, Inc.

The City Manager via Letter to Commission (LTC) No. 208-2003, appointed an Evaluation Committee ("the Committee") consisting of the following individuals:

- Fred Beckmann, Committee Chair, Public Works Department Director
- Brad Judd, Property Management Division Director
- Ronnie Singer, CIP Office, Community Information Manager
- Alex Rolandelli, CIP Office, Senior Capital Projects Coordinator
- Carla Dixon, CIP Office, Capital Projects Coordinator
- Richard Finvarb, City of Miami Beach Property Owner
- Charles O. Carreño, Hazen and Sawyer, Deputy Program Manager and Design Criteria Professional (non-voting member)

On September 26, 2003, the Committee convened and was provided with the project overview and background information by Mr. Charles O. Carreño, Deputy Program

Manager and Design Criteria Professional. Additionally, the Committee was provided with references secured by the Procurement staff for each individual firm. They discussed the following Bid evaluation criteria and the corresponding weights. The Committee based its recommendations upon a qualitative (evaluation criteria) and quantitative (price) criteria. A maximum of 100 points could be assigned to any Bidder, with a maximum of 60 points for the qualitative criteria and 40 points for the quantitative criteria. The Qualitative criteria and weights which were used to evaluate and rank the respondents were:

- Qualifications 25 Points
- Availability 5 Points
- Past Work 20 Points
- References 10 Points

All five firms provided presentations followed by question and answer sessions. During deliberations, the Committee members discussed their individual scores and ranking of the five firms and arrived at the following Committee ranking:

	Burkhardt	Central Florida	Danella	MCM Engineers	Ric-Man
Fred Beckmann	53 (1)	36 (3)	23 (5)	31 (4)	51 (2)
Brad Judd	51 (2)	49 (3)	39 (5)	45 (4)	57 (1)
Ronnie Singer	60 (1)	48 (3)	30 (5)	40 (4)	55 (2)
Alex Rolandelli	58 (1)	46 (3)	32 (5)	43 (4)	51 (2)
Carla Dixon	54 (2)	53 (3)	41 (5)	49 (4)	56 (1)
Richard Finvarb	60 (1)	30 (3)	25 (4)	25 (4)	51 (2)
RANKINGS	(1)	(3)	(5)	(4)	(2)

QUALITATIVE EVALUATION SCORING AND RANKING RESULTS:

- First: Burkhardt Construction, Inc. 336=56 (Points)
- Second: Ric-Man International Inc. 321=53.5 (Points)
- Third: Central Florida Equipment 262=43.66 (Points)
- Fourth: MCM Engineers and General Contractors 233=38.83 (Points)
- Fifth: Danella Construction Corp. 190=31.66 (Points)

On the Quantitative portion of the selection process the Committee agreed to only open the price proposals for the top three ranked firms pursuant to the process enumerated in the Bid.

Immediately after the Qualitative portion of the process was completed, the Procurement Director publicly opened the sealed Price Proposals for Burkhardt Construction, Inc.,

Central Florida Equipment and Ric-Man International Inc., the top three ranked firms. The Committee then ranked the 3 firms according to the bid amount. As stated in the bid documents, only the Bidder with the lowest bid price would receive the full 40 point total. The remaining ranked bidders would be allotted a point total based upon a methodology to be determined by the Evaluation Committee. The Evaluation Committee decided to rank No. 2 and No. 3 bidders in the following manner:

(1) Ric-Man is the lowest bidder at $13,300,000 and received the full 40 points (100% = 40 points). Remaining points would be assigned according to a percentage amount that would indicate how far off was the bid amount from the lowest bidder.

(a) The No. 2 bidder Central Florida Equipment had a bid price of $13,477,245 which is 101.5%, which would equal 1.5 difference in price from the No. 1 bid price.

(b) The No. 3 bidder Burkhardt Construction had a bid of $22,971,560 which was 172.70%, which would equal 72.70 difference in price from the No. 1 bid price.

(2) The amount differentials for No. 2 and No. 3 bidder were then deducted from the 100% which gave us an amount of 98.5% for the No. 2 bidder and 27.3% for the No. 3 bidder.

(3) These two amounts were then multiplied by 40 which provided the sum of the points accessed for Bidder No. 2, Central Florida with 39.40 points and Bidder No. 3, Burkhardt Construction with 10.92 points.

The following is the breakdown and the points assessed for each bid:

Ric-Man International	$13,300,000.00	40 Points
Central Florida Equipment	$13,477,245.00	39.40 Points
Burkhardt Construction, Inc.,	$22,971,560.00	10.92 Points

The points were added to the Qualitative portion and the total points were then tallied as follows:

	Burkhardt	**Central Florida**	**Ric-Man**
Qualitative:	56	43.66	53.50
Quantitative:	10.92	39.40	40.00
TOTALS:	66.92	83.06	93.50
RANKING:	**(3)**	**(2)**	**(1)**

As indicated, the top-ranked firm was Ric-Man. The following is a summary of Ric-Man's proposed project team, personnel, sample projects, and references as provide in their bid.

RECOMMENDED PROJECT TEAM QUALIFICATIONS AND EXPERIENCE SUMMARY

Ric-Man International, Inc.
Ric-Man International, Inc. is a general contractor that specializes in roadway and underground construction. They have accumulated approximately 20 years of experience working on various projects in South Florida. Founded in the Pompano Beach area in 1983, Ric-Man International, Inc. employs 90 people. The staff includes experienced graduate engineers and building construction managers with local design-build experience. Each project is staffed with an experienced project manager with a proven history of performance for the company.

PBS&J
Post, Buckley, Schuh, and Jernigan, Inc. is Ric-Man's proposed engineering and design sub-consultant. PBS&J is ranked by Engineering News-Record among the nation's 5th largest design firms and is ranked 15th in the transportation category. The company was founded in the Miami area in 1960 and since has established presence throughout Florida. Having 25 Florida offices and encompassing 1,200 qualified professional personnel PBS&J brings strong resources that can be utilized to provide a successful design-build project for the City of Miami Beach.

TEAM PERSONNEL (Summary):

David Mancini: Mr. Mancini will provide oversight management for the Washington Avenue Project. Mr. Mancini is the President of Ric-Man International, Inc. and has more than 27 years of experience in streetscape and underground utility projects.

Ronald Bell: As Project Manager, Mr. Bell will provide day-to-day management of the project. He will also serve as the primary point of contact with the City personnel. Mr. Bell is the Director or Operations for Ric-Man International, Inc. He is a certified General Contractor with more than 30 years of experience and expertise in estimating, scheduling, project supervision, cost analysis, and damage evaluation.

Remo Lafrate: Remo Lafrate will serve as the designated underground utility superintendent. Currently, Mr. Lafrate coordinates and supervises construction operations for Ric-Man's sanitary sewer, water mains, storm sewers, and pump stations, among other things. Mr. Lafrate's experience encompasses more than 38 years.

Patricia Carney, P.E. (PBS&J): is the designated design manager. She will provide hands-on direction to the design group for this design-build project. Ms. Carney has more than 13 years experience in the design and management of major water, wastewater, and storm sewer facility projects.

SAMPLE PROJECTS:

Hagan Ranch Road Utility and Storm Sewer Installation. This undertaking was a $12.8 million roadway construction project involving widening of Hagen Ranch Road from west Atlantic Avenue to Boyton Beach Boulevard to a four lane road. This work also includes replacement and improvement of various utilities such as water mains, force mains, and storm sewers.

CCNIP Washington Park Bid Package No. 5 Watermain Replacement and Stormwater Sewer. This project was a $8.9 million dollar neighborhood improvement project consisting of replacement of all existing water main, storm drainage, and roadway infrastructure. Additionally, the project included beautification of right-of-way areas such as sidewalk, curb and gutter, and landscaping.

NIP North Andrews Gardens Storm Drainage, Water, Sewer, Paving Improvements. This project was a $5.8 million dollar neighborhood improvement consisting of replacement of all existing water mains, sanitary sewers, storm drains, swales, roadways, and sidewalks. This work was completed throughout a residential area which required Ric-Man to maintain access to homes and streets at all times.

REFERENCES:

Additionally, the Procurement staff secured the following references for Ric-Man International, Inc.

City of Deerfield Beach
"Outstanding attention to quality!"
Larry R. Deetjen, City Manager

Broward County Office of Environmental Services
"Very good public relations skills, the residents like them"
Pat MacGregor, Project Manager

Palm Beach County BOCC
"Very good ! Job went very well."
Joe Tenecredi, Project Manager

Arcadia Reese Macon & Associates, Inc.
"Excellent performance and resources available to get the job done right."
Thomas C. Jensen, Project Manager

Project Budget and Funding Considerations

As noted above, the lowest and best Bid for the project, which was received from Ric-Man International, was $13,300,000. The current construction funding for the project is approximately $9.5 million, which excludes a 5% contingency amount that has been set aside. Typically, a 10% contingency allowance is provided for, but the amount has been reduced to 5% for this project because the design build approach being used should minimize project changes. Based on a $9.5 million dollar construction budget and Ric-Man's total bid of $13.3 million, there is a project shortfall of approximately $3.8 million.

There are a number of possible strategies for resolving the funding shortfall. First, the $13,300,000 bid includes a number of add alternate, or optional, items. The actual base bid is approximately $12 million dollars. It is possible that the some of the add alternate items may be determined to be unnecessary. Others may be eligible for South Pointe or City Center RDA funding. A critical component of the negotiation process will be the City's determination of the need for the add alternate items as well as possible funding sources for those determined to be required.

Given Ric-Man's base bid of $12 million and project construction funding of $9.5 million, there remains a shortfall of approximately $2.5 million. It is possible that the base bid work within the RDA areas of the project was underestimated in the funding process and that the actual cost of these items in the estimate may be used to substantiate additional RDA funding. Beyond the referenced RDA funding, it is unlikely that other sources of additional project funding will be identified and/ or requested; this issue will be addressed during the negotiation process.

Reducing the scope of proposed drainage improvements is another possible approach for reducing project cost to match available funding. However, this approach could result in the failure of the project to adequately and reasonably address the drainage problems on the street that have been the source for many years of very vocal and persistent complaints made by numerous affected property owners and merchants. In addition, stormwater funding can be used for both underground drainage work as well as above ground work that is related to drainage such as the regrading and repaving of the roadway to provide for better conveyance of water to inlets. If the stormwater funding was eliminated or substantially reduced, there would be a funding shortfall for above groundwork that would need to be resolved. A similar situation exists with most of the other funding sources for the project, including Water and Sewer Bond funds, City Center and South Pointe RDA funds, and Transit Tax funds. Restrictions on the use of these funds require that any value engineering of the project undertaken be done very carefully in order to be effective.

In any case, the goal of the negotiation effort will be to resolve the project budget issues in a manner that will allow the required improvements to be built utilizing existing funding and any additional funding that may be identified. Only through the negotiation process will the Administration be able to make specific determinations on funding and project elements.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the attached resolution which authorizes the Administration to enter into negotiations with Ric-Man International, Inc., lowest and best Bidder; pursuant to Invitation to Bid (ITB) No. 22-02/03, for Design/Build Services for Washington Avenue Improvements Phases 2, 4 and 5; and should the Administration not be able to negotiate and Agreement with Ric-Man International, Inc., Authorize the Administration to reject all remaining Bids.

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH RIC-MAN INTERNATIONAL, INC., AS THE LOWEST AND BEST BIDDER PURSUANT TO INVITATION TO BID (ITB) NO. 22-02/03, FOR DESIGN/BUILD SERVICES FOR WASHINGTON AVENUE IMPROVEMENTS PHASES 2, 4 AND 5; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH RIC-MAN INTERNATIONAL, INC., AUTHORIZING THE ADMINISTRATION TO REJECT ALL REMAINING BIDS.

WHEREAS, Invitation to Bid No. 22-02/03 for Design/Build Services for Washington Avenue Improvements Phases 2, 4, and 5 (the "Bid") was issued on April 23, 2003 with an opening date of September 16, 2003; and

WHEREAS, a Design Criteria Package (DCP) was prepared by the City's Project Manager, Hazen & Sawyer, which includes conceptual construction drawings and technical specifications for the civil, electrical, and landscaping disciplines; and

WHEREAS, the successful bidder/design build firm (DBF) will be responsible for the design, construction and construction management of the water main distribution, sanitary sewer collection, storm water collection/disposal, irrigation, electrical, curb/gutter, sidewalk, road reconstruction and asphalt milling/resurfacing of the Washington Avenue Improvements; and

WHEREAS, five (5) proposals were received by the City in response to the Bid, from the following firms:

- Burkhardt Construction, Inc.
- Central Florida Equipment
- Danella Construction Corp.
- MCM Engineers and General Contractors
- Ric-Man International, Inc.; and

WHEREAS, an Evaluation Committee was appointed by the City Manager consisting of the following individuals:

- Fred Beckmann, Committee Chair, Director, Public Works Department
- Brad Judd, Director, Property Management Division
- Ronnie Singer, CIP Office, Community Information Manager
- Alex Rolandelli, CIP Office, Senior Capital Projects Coordinator
- Carla Dixon, CIP Office, Capital Projects Coordinator
- Richard Finvarb, City of Miami Beach Resident/Property Owner
- Charles O. Canneño, Hazen and Sawyer, Deputy Program Manager and Design Criteria Professional (non-voting member); and

WHEREAS, the Committee based its recommendations upon a qualitative (evaluation criteria) and quantitative (price) criteria. A maximum of 100 points could be assigned to any Bidder, with a maximum of 60 points for the qualitative criteria and 40 points for the quantitative criteria; and

WHEREAS, the Committee convened on September 26, 2002 and evaluated proposals, listened to presentations, and provided a question and answers session to all the firms, and afterwards ranked the firms as follows:

- First: Burkhardt Construction, Inc.
- Second: Ric-man International Inc.
- Third: Central Florida Equipment
- Fourth: MCM Engineers and General Contractors
- Fifth: Danella Construction Corp. ; and

WHEREAS, on the quantitative portion of the selection process the Committee agreed to only open the price proposals for the top three ranked firms pursuant to the process enumerated in the Bid; and

WHEREAS, the ranking of the first, second and third place firms were determined by adding the qualitative score to the quantitative score for each company; the final ranking determined by the Committee is as follows:

- First: Ric-Man International
- Second: Central Florida Equipment
- Third: Burkhardt Construction, Inc.; and

WHEREAS, the City Manager has reviewed the Evaluation Committee's recommendation, and herein recommends that the Mayor and City Commission enter into negotiations with Ric-Man International, Inc., the lowest and best bidder; and should the Administration not be able to negotiate an agreement with Ric-Man International, Inc., authorizing the Administration to reject all remaining bids; and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission herein accept the recommendation of the City Manager and authorize the Administration to enter into negotiations with Ric-Man International, Inc. as the lowest and best bidder pursuant to Invitation to Bid (ITB) No. 22-02/03, for Design/Build Services for Washington Avenue Improvements Phases 2, 4 and 5; and should the Administration not be able to negotiate an agreement with Ric-Man International, Inc., authorizing the Administration to reject all remaining bids.

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

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 10-2-03 Date

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution authorizing the execution of a 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 term of three (3) years with two one year extension options.

Issue:

Shall the City adopt the Resolution authorizing the execution of a Management Agreement between the City of Miami Beach and SMG for a term of three (3) years with two one year extension options?

Item Summary/Recommendation:

The Mayor and the City Commission should approve the resolution authorizing the execution of a 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 term of three (3) years with two (2) one year extension options.

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
	CMC	Jorge

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AGENDA ITEM R7F

DATE 10-15-03

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: October 15, 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 EXECUTION OF A 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 TERM OF THREE (3) YEARS WITH TWO ONE YEAR EXTENSION OPTIONS.**

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.

Agenda Item _____
Date 10-15-03

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.

On September 10, 2003, the Mayor and City Commission authorized a thirty (30) day extension to allow SMG's counsel to finalize their review of the draft Agreement and finalize negotiations relative to SMG's capital contribution and scholarship fund contribution.

Contract Terms:
The parties have reached agreement on the contract terms which are outlined below.

By way of background, 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. SMG proposes to pay the $250,000 contribution, with $150,000 payable upon execution and $100,000 payable upon renewal. The City has requested an additional contribution towards the Scholarship Fund and SMG has agreed to provide an additional $10,000 payable annually, for a total additional contribution of $50,000 over the term of the Agreement. The capital contribution outlined above is intended for the City's use as it deems appropriate. 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.

The following are the relevant contract terms that have been negotiated:

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. Although a 30 day extension to the existing Agreement was approved on September 10, 2003, in an effort to conform to fiscal year calendars and in consideration of SMG's capital and scholarship contributions, it is deemed in the parties best interest to approve a retroactive commencement date of October 1, 2003.

2. Management and Operations:
   SMG will be responsible for the complete management and operation of the Miami Beach Convention Center and the Jackie Gleason Theater of Performing Arts. SMG 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 (refer to Section 2.4). In addition, the City has established specific standards of operation, (Exhibit "C"), which constitute a framework for the management of the Facilities by SMG or 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. (refer to Section 2.2(b))

4. Food and Beverage Manager:
The parties have included a clause on the negotiated contract, if the City requires, SMG will include within its management team a member with Food and Beverage background to supervise Centerplate. Initial discussions indicate that SMG will assign a food and beverage manager from its corporate offices to be headquartered from Miami Beach. (refer to Section 2.3(b))

5. Base Management Fee:
$295,000 annually, increasing by CPI annually, representing a 6.7% increase over the current Management Fee of $275,836.

6. Incentive Fee: (refer to Section 4.3)
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 with input and approval from the City 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 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.

7. Capital Contribution: (refer to Section 5.10(a))
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. The contribution will be payable $150,000 upon execution and $100,000 upon renewal. 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, payable in consistent installments.

8. Scholarship: (refer to Section 5.10(c))
SMG shall contribute $10,000, annually, for a total of $50,000, 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.

9. Five Year Plan: (refer to Section 2.4)
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 execution of a 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 term of three (3) years with two (2) one year extension options.

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RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF A 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 TERM OF THREE (3) YEARS WITH TWO ONE YEAR EXTENSION OPTIONS.

WHEREAS, 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), and the bid was awarded to Spectacor Management Group (SMG); and

WHEREAS, 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; and

WHEREAS, the Agreement was for an initial term of three-years, commencing on January 1, 1990, and ending December 31, 1993 and 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; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, 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

WHEREAS, 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 and 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; and

WHEREAS, 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 and 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; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, RFP No. 33-02/03 was issued on February 24, 2003 and 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; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, on September 10, 2003, the Mayor and City Commission authorized a thirty (30) day extension to allow SMG's counsel to finalize their review of the draft Agreement and finalize negotiations relative to SMG's capital contribution and scholarship fund contribution.

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 the resolution authorizing the execution of a 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 term of three (3) years with two (2) one year extension options.

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

ATTEST:

_____

CITY CLERK

MAYOR: _____

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 10/16/03 Date

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MANAGEMENT AGREEMENT

BETWEEN

THE CITY OF MIAMI BEACH, FLORIDA

AND

SMG

FOR THE MIAMI BEACH CONVENTION CENTER

AND

JACKIE GLEASON THEATER OF THE PERFORMING ARTS

Dated as of _____, 2003

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (this "Agreement") is dated as of the day of _____, 2003, by and between the CITY OF MIAMI BEACH, County of Miami-Dade, a municipal corporation organized and existing under the laws of the State of Florida, and having its principal office at City Hall, 1700 Convention Center Drive, Miami Beach, Florida 33139 (the "City"), and SMG, a Pennsylvania general partnership, whose current address is 701 Market Street, 4th Floor, Philadelphia, PA, 19106 ("SMG").

BACKGROUND

The City is the owner of the Miami Beach Convention Center (the "Convention Center") and the Jackie Gleason Theater of the Performing Arts (the "Theater"), including, without limitation, all adjacent grounds, sidewalks, rights-of-way and marshaling areas, but not including the adjacent parking lots (collectively with the Convention Center and Theater, the "Facility") located in the City of Miami Beach, Florida.

SMG is engaged in the business of providing management services, including operations and marketing services for public assembly facilities, and is currently a party to that certain Management Services Agreement with the City, effective as of October 1, 1998, as extended by the City and as acknowledged by SMG pursuant to a November 30, 2001 letter of SMG to the City (collectively, the "Current Management Agreement"), wherein SMG manages, promotes and operates the Facility. The Current Management Agreement will expire pursuant to its terms on September 30, 2003.

In anticipation of the expiration of the Current Management Agreement, the City issued on February 24, 2003 Request for Proposals No. 33-02/03 for the management and operation of the Facility after September 30, 2003. Following receipt and consideration of responsive proposals thereto, the City selected SMG as the successful proposer and authorized its representatives to negotiate a new management agreement with SMG, which agreement will have an initial term commencing October 1, 2003 and ending on September 30, 2006, with two (2) optional one year renewal terms.

Accordingly, the City and SMG desire to engage SMG, and SMG desires to accept such engagement, to provide management services for the Facility on the terms and conditions set forth herein. The City intends to work in mutual accord with SMG in order to ensure provision of first class high quality management services, thereby enhancing the use and enjoyment of the Facility.

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions

For purposes of this Agreement, the following terms have the meanings referred to in this Section 1:

"Additional Capital Contribution" – as defined in Section 5.10(a).

"Advisory Board" -- the Miami Beach Convention Center Advisory Board.

"Affiliate" -- a person that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person. For purposes of this definition, "control" means ownership of equity securities or other ownership interests which represent more than 40% of the voting power in the controlled person.

"Applicable Percentage" -- as defined in Section 4.3(a) of this Agreement.

"Approved Budget" -- any budget submitted by SMG, as approved by the City pursuant to Section 5 hereof.

"Capital Equipment" -- any and all furniture, fixtures, machinery or equipment, either additional or replacement, having a per item original cost of $500 or more or an expected useful life of more than one year.

"Capital Improvements" -- any and all building additions, alterations, renovations, repairs or improvements that have an initial dollar cost of not less than $500 per project.

"City" -- as defined in this first paragraph of this Agreement.

"City Agreements" -- those agreements between the City and a third party relating to the Facility and listed on Exhibit "A" attached hereto.

"City Manager" -- the chief executive officer of the City as from time to time appointed by the Mayor and the City Commission, or such person as may from time to time be authorized in writing by such administrative official to act for him/her with respect to any or all matters pertaining to this Agreement.

"Convention Center" -- as defined in the Background section of this Agreement.

"Event Expenses" — any and all expenses incurred or payments made by SMG in connection with the occurrence of events at the Facility, including but not limited to costs for event staffing including ushers, ticket takers, security and other event staff, and costs relating to setup and cleanup.

"Executive Compensation Amount" — as defined in Section 4.1(b).

"Executive Employee Benefit/Bonus Amount" – the aggregate amount of bonuses payable to, and the cost of benefits accruing to, Executive Level Employees of

SMG and any Related Party of SMG at the Facility for a Fiscal Year, which amount shall be determined and set in writing by the City and SMG as part of the development of each annual operating budget for a Fiscal Year pursuant to Section 5.3 below.

"Executive Employee Salaries" – salaries and wages of Executive Level Employees of SMG and any Related Party of SMG at the Facility for a Fiscal Year.

"Executive Level Employees" – unless otherwise determined by bond counsel for the City in good faith that the term "Executive Level Employees" shall include and/or exclude other employees, "Executive Level Employees" shall include the General Manager, Director of Operations, Director of Finance, Director of Marketing, Director of Sales, Director of Event Services, and Theater Director.

"Facility" -- as defined in the Background Section of this Agreement, which (i) for the Convention Center includes the exhibit halls, meeting rooms, common areas, lobby areas, executive offices and utility facilities related thereto and (ii) for the Theater includes the lobby areas, common areas, audience chambers, back stage areas, dressing rooms, stage areas and rehearsal hall related thereto. If during the Management Term or any Renewal Term, the City elects to have SMG manage, promote and operate other City cultural facilities pursuant to Section 2.2(b) hereof (the "Additional Facilities"), such other facility or facilities shall be deemed included within the definition of Facility hereunder.

"Fiscal Year" -- a one year period beginning October 1 and ending September 30.

"Initial Capital Contribution" – as defined in Section 5.10(a).

"Management Fee" --- as defined in Section 4.1(a)(i).

"Management Term" -- the period commencing on October 1, 2003 and ending on September 30, 2006.

"Net Operating Loss/Profit" -- with respect to a Fiscal Year, the excess, if any, of Operating Expenses for such Fiscal Year over Operating Revenues for such Fiscal Year, in the case of a loss, and the excess, if any, of Operating Revenues for such Fiscal Year over Operating Expenses for such Fiscal Year, in the case of a profit.

"Operating Expenses" – (a) any and all expenses and expenditures of whatever kind or nature incurred, directly or indirectly, by SMG in promoting, operating, maintaining and managing the Facility, including, but not limited to: employee compensation and related expenses (e.g., base salaries, bonuses, severance and car allowances), employee benefits and related costs (e.g., relocation and other related expenses pursuant to SMG's relocation policy (a copy of which will be provided upon request), parking and other fringe benefits) (including, without limitation, Executive Employee Salaries and the Executive Employee Benefit/Bonus Amount), supplies, material and parts costs, costs of any interns and independent contractors, advertising, marketing and public relations costs and commissions, janitorial and cleaning expenses,

data processing costs, dues, subscriptions and membership costs, the amortized amount of the SMG Capital Contributions, the costs of procuring and maintaining the insurance and surety and performance and fidelity bonds referred to in Section 8 below, amounts expended to procure and maintain permits and licenses, charges, taxes, excises, penalties and fees, professional fees, printing and stationery costs, Event Expenses, postage and freight costs, equipment rental costs, computer equipment leases and line charges, telephone switch and telecommunications services, repairs and maintenance costs (e.g., elevators and HVAC), security expenses, utility and telephone charges, travel and entertainment expenses in accordance with SMG's policies, the cost of employee uniforms, safety and medical expenses, exterminator and waste disposal costs, costs relating to the maintenance of signage inventory and systems, the cost of annual independent audits of the Facility, the cost of compliance with laws and regulations, the internal service charges assessed by the City to the Facility pursuant to Approved Budgets which charges include without limitation property insurance premium costs, sewer charges, and communication/information technology charges, costs incurred under agreements, commitments, licenses and contracts executed as provided in Section 2.3(c) hereof, and the Management Fee payable to SMG pursuant to Section 4.1(a)(i) below, all as determined in accordance with generally accepted accounting principles and recognized on a full accrual basis; provided that Operating Expenses shall not include expenses or expenditures in connection with Capital Improvements and Capital Equipment purchases, the incentive fee payable pursuant to Section 4.3 below and any expenses relating to SMG personnel based in SMG's corporate headquarters in Philadelphia, Pennsylvania or its regional field locations (other than the reasonable costs of travel by such corporate or regional personnel in connection with SMG's management of the Facility, which costs shall be Operating Expenses).

(b) Solely for purposes of calculating Net Operating Loss/Profit and SMG's incentive fee hereunder, (i) the internal service charges assessed by the City to the Facility pursuant to Approved Budgets (which charges include, without limitation, property insurance premium costs, sewer charges, communication/information technology charges), and (ii) emergency expenditures pursuant to Section 2.3(p) below to the extent not included in the Approved Budgets, shall not be deemed Operating Expenses hereunder. In addition, for purposes of (i) calculating Net Operating Loss/Profit and SMG's incentive fee hereunder and (ii) identifying Operating Expenses which will be budgeted in Approved Budgets, Operating Expenses shall exclude (A) all extraordinary expenses and all interest, income tax, depreciation and amortization expenses, and (B) the Management Fee.

"Operating Revenues" – any and all revenues of every kind or nature derived from owning, operating, managing or promoting the Facility, including, but not limited to: license, lease and concession fees and rentals, revenues from merchandise sales, advertising sales, equipment rentals, utility revenues, revenues from operation of the Facility's telephone switch and telecommunications services, box office revenues, parking revenues, food service and concession revenues (however, if such revenues are collected in the first instance by and retained by the concessionaire, the amount of such revenues paid by the concessionaire to the Facility shall be included as Operating

Revenues), commissions or other revenues from decoration and set-up, security and other subcontractors (however, if such revenues are collected in the first instance by and retained by such subcontractors, the amount of such revenues paid by such contractors to the Facility shall be included as Operating Revenues), miscellaneous operating revenues, revenues generated from separate agreements with SMG Affiliates pertaining to the Facility, and interest revenues, all as determined in accordance with generally accepted accounting principles and recognized on a full accrual basis. For the sake of clarity, the parties acknowledge that revenues from the sale of tickets for events at the Facility are not Operating Revenues, but are instead revenues of the promoter and/or performer of each such event. To the extent that SMG collects such ticket sale revenue on behalf of such promoter and/or performer, such ticket sale revenue shall be the source of funds from which SMG collects the rental charges and other event reimbursements due by such promoter and/or performer for use of the Facility, which such charges and reimbursements are Operating Revenues hereunder.

(b) Solely for purposes of (i) calculating Net Operating Loss/Profit, (ii) identifying Operating Revenues which will be budgeted in Approved Budgets, and (iii) calculating SMG's incentive fee hereunder, Operating Revenues from all event activity at the Facility will be calculated to exclude sales taxes generated in connection with such activities. In addition, for purposes of (i) calculating Net Operating Loss/Profit and (ii) calculating SMG's incentive fee hereunder, any Convention Development Tax Monies and any interest earned thereon shall be excluded from the definition of Operating Revenues.

"Related Party" or "Related Parties" has the meaning provided in § 1.150-1 of the Income Tax Regulations promulgated by the United States Department of the Treasury pursuant to the Code.

"Renewal Term" -- the one-year periods from October 1, 2006 to September 30, 2007 and from October 1, 2007 to September 30, 2008, for which this Agreement may be renewed at the option of the City in accordance with Section 3.1 hereof beyond the Management Term.

"Renewal Term Capital Contribution" – as defined in Section 5.10(a).

"SMG" -- as defined in the first paragraph of this Agreement.

"SMG Capital Contributions" – collectively, the Initial Capital Contribution, the Additional Capital Contribution, if any, and the Renewal Term Capital Contribution, if any.

"Theater" -- as defined in the first paragraph of the Background section of this Agreement.

2. Engagement of SMG; Scope of Services.

2.1 Engagement.

(a) General Scope. The City hereby engages SMG to operate, manage, promote, sell and market the Facility during the Management Term and the Renewal Term, if any, upon the terms and conditions hereinafter set forth, and SMG hereby accepts such engagement.

(b) Manager of the Facility. Subject to the terms of this Agreement, SMG shall be, as agent for the City, the sole and exclusive manager of the City to manage, operate and promote the Facility during the Management Term and the Renewal Term, if any. In such capacity, except as otherwise reserved for the City and/or its approval, SMG shall have exclusive authority over the day-to-day operation of the Facility and all activities therein; provided that SMG shall follow all policies and guidelines of the City hereafter established or modified by the City that the City notifies SMG in writing are applicable to the Facility (including without limitation any methodology pertaining to the allocation of any costs and expenses by the City to the Facility as permitted herein); provided further that to the extent that such policies or guidelines hereafter established or modified by the City adversely affect revenues or expenses at the Facility, then and in that event, the incentive fee methodology in Section 4.3 below shall be correspondingly adjusted so that it reflects the additional costs or reduced revenues resulting from such established or modified policies or guidelines.

2.2 Scope of Services.

(a) General. SMG shall perform and furnish such management services systems and materials as are appropriate or necessary to operate, manage, supervise, maintain and promote the Facility in a manner consistent with the operations, management, and promotion of other similar first-class facilities.

(b) Additional Facilities. The City may elect, upon _____ (___) days prior written notice to SMG, at any time during the Management Term or any Renewal Term to have SMG operate, manage and promote other City cultural facilities (including, without limitation, the Byron-Carlyle Theater, the Acorn Theater, the bandshell and/or the Colony Theater; such facilities are referred to herein, individually and/or collectively, as elected by the City, as the "Additional Facilities") subject to the City's policies and directives and under the City's general guidance for programming. Such election will be memorialized as an amendment to this Agreement upon the same terms and conditions provided herein. Upon the effective date of such election, the Management Fee payable to SMG pursuant to Section 4.1(a)(i) hereof shall increase by $50,000 (which amount shall be subject to CPI adjustment as provided in Section 4.1(a)(i) hereof).

If City elects to have SMG manage the Additional Facilities, SMG will hire a dedicated Cultural Facilities Manager, subject to City approval, to manage, operate and program and promote said Additional Facilities.

(c) Booking Policies. The Greater Miami Convention and Visitors Bureau (GMCVB) is responsible for marketing the Convention Center for conventions

and trade shows, and to carry out this responsibility, will have control over all bookings more than twenty-four (24) months in advance; however, all such bookings shall be coordinated with SMG before commitment. SMG will assist the GMCVB on an as-needed basis by providing resource people to work with the GMCVB and, when reasonably requested, accompany them in their solicitation efforts, provided that the GMCVB assists SMG in minimizing the cost of such travel. The GMCVB will also book conventions and trade shows into the Convention Center with less than twenty-four (24) months' lead time if the dates have not been confirmed to other users, and with the approval of SMG, which approval shall not be unreasonably withheld. Additionally, subject to compliance with the Convention Center Booking Policies, attached as Exhibit B hereto, and as amended from time to time, SMG may also book non-convention and trade show events in the Convention Center with more than twenty-four (24) months' lead time if the dates have not been confirmed to other users, and with the approval of the GMCVB. Dates booked in this manner shall be considered tentative until approved by the GMCVB.

SMG shall have the sole authority, subject to the Booking Policies set forth as Exhibit B, to approve the scheduling of any event in the Convention Center within the twenty-four (24) month booking window, and all events in the Theater. Events of a non-traditional nature, including multi-year user contracts of a non-traditional nature, and events requiring or having co-promotions, shall be subject to the prior review and recommendation of the Advisory Board prior to scheduling.

2.3 Specific Services.

Without limiting the generality of the foregoing, SMG shall have, without (except as otherwise expressly noted herein) any prior approval by the City, sole right and authority to:

(a) employ, supervise and direct its employees and personnel consistent with the provisions of this Agreement;

(b) administer relationships with all third parties that are parties to City Agreements (including, without limitation, the food and beverage concessionaire at the Facility, which is currently Centerplate), initiate and participate in any and all negotiations, renewals and extensions (to the extent SMG and/or the City deems any of the foregoing to be necessary or desirable) relating to such City Agreements, and enforce the City Agreements. SMG shall also provide, or cause to be provided to the Advisory Board, periodic status reports as to Centerplate's performance and recommendations for improvements under the City Agreement with Centerplate. Additionally, if City requires, SMG will include within its management team a member with Food & Beverage background to supervise, monitor and ensure consistent performance and quality standards in compliance with the City Agreement with Centerplate, the costs of which member shall be an Operating Expense hereunder;

(c) negotiate, execute in its name as agent for the City, deliver and administer any and all licenses, occupancy agreements, rental agreements, booking

commitments, concession agreements, supplier agreements, service contracts (including, without limitation, contracts for cleaning, decorating and set-up, emergency services, general maintenance and maintenance and inspection of HVAC systems, elevators, stage equipment, fire control panel and other safety equipment, staffing and personnel needs, including guards and ushers, telephone, extermination and other services which are necessary or appropriate) and all other contracts and agreements in connection with the management, promotion and operation of the Facility, (1) provided that (A) if any such license, agreement, commitment or contract (other than those involving the license, lease or rental of the Facility in the ordinary course) has a term that extends beyond the remaining Management Term or Renewal Term, as the case may be, and/or is of a non-traditional nature (such as co-promotion agreements), such license, agreement, commitment or contract shall be approved and executed by the City Manager, and (B) if any service agreement is to be renewed or entered into at the commencement of a Fiscal Year, such service agreement shall be reviewed in conjunction with the annual budget review process described in Section 6.1 below, (2) provided further that SMG shall have the sole authority (subject only to the Booking Policies set forth as Exhibit "B" attached hereto) to approve the scheduling of any event in the Convention Center occurring within twenty-four (24) months from the date of scheduling and any event to be held at the Theater, and (3) any contract entered into between SMG and a subsidiary and/or affiliate company shall be at terms and for prices customarily charged by such subsidiary and/or affiliated company for comparable goods and services elsewhere and are competitive within the industry, subject to submittal of documentation evidencing the competitive nature of the goods submitted. The terms of any license, occupancy, or rental agreement shall comply with Internal Revenue Service regulations, rulings, notices or procedures issued prior or subsequent to the date of this Agreement, governing the management of governmental facilities financed with the proceeds of tax-exempt bonds, and in particular any such requirements which implement Section 1301(e) of the Tax Reform Act of 1986;

(d) SMG will collaborate with City in connection with any advertising, promotion, socialization or sponsorship opportunities in connection with the Facility. SMG shall follow the Convention Center's established booking policies, in the operation of the Facility and hold the master set of all booking records and schedules. SMG shall, from time to time, review the Booking Policies and recommend changes, if any, in the Booking Policies to the City. SMG's recommended changes shall be subject to the review and recommendation of the Advisory Board, but any changes and or other amendments to the Booking Policies shall be subject to final approval by the City Commission;

(e) to the extent that Operating Revenues or funds supplied by the City are made available therefore, maintain the Facility in the condition received, reasonable wear and tear excepted; provided that the City shall be responsible for, with direction, cooperation and assistance of SMG, undertaking all Capital Improvements and Capital Equipment purchases as provided in Section 5.8, subject to the SMG Capital Contributions as provided in Section 5.10;

(f) to the extent that Operating Revenues or funds supplied by the City are made available therefore, rent, lease or purchase all equipment and maintenance supplies necessary or appropriate for the operation and maintenance of the Facility, provided that the City shall be responsible for, with direction, cooperation and assistance of SMG, undertaking all Capital Improvements and Capital Equipment purchases pursuant to Section 5.8, subject to the SMG Capital Contributions as provided in Section 5.10;

(g) establish and adjust prices, rates and rate schedules for the aforesaid licenses, agreements and contracts and any other commitments relating to the Facility to be negotiated by SMG in the course of its management, operation and promotion of the Facility. In determining such prices and rate schedules, SMG shall evaluate comparable charges for similar goods and services at similar and/or competing facilities in order to establish a range of prices and rates, and shall consult with the Advisory Board and the GMCVB on any rate adjustments at the Facility. SMG shall also consult with the City Manager about any adjustments to the rate schedules at the Facility to be made by SMG. Any proposed rate adjustments involving a rate increase shall be reviewed by the Advisory Board and the GMCVB, prior to final approval of same by the City Commission;

(h) pay, when due, on behalf of the City, all Operating Expenses from accounts established pursuant to Sections 5.6 and 5.7 of this Agreement;

(i) after consultation with the City Manager and the City Attorney, and subject to approval by the City Attorney or his designee, institute as agent for the City and at the reasonable expense of the City, such legal actions or proceedings necessary or appropriate in connection with the operation of the Facility, including, without limitation, to collect charges, rents or other revenues due to the City or to cancel, terminate or sue for damages under, any license, use, advertisement or concession agreement for the breach thereof or default thereunder by any licensee, user, advertiser, or concessionaire at the Facility;

(j) maintain a master set of all booking records and schedules for the Facility;

(k) provide day-to-day administrative services in support of its management activities consistent with such supervisory services to ensure that the Facility and services shall be operated in a first class manner and with standards comparable to similar first class facilities pursuant to Approved Budgets and annual plans described herein, including, but not limited to, the acquisition of services, equipment, supplies and facilities; internal budgeting and accounting; maintenance and property management; personnel management; record-keeping; collections and billing; and similar services; however, subject to appropriation and funding, at no time shall the maintenance of the Facility fall below the minimum standards required by Exhibit E, attached hereto;

(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 GMCVB 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 October 31, 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 and the Facility, as approved by the City Manager or his designee.

(m) operate the Facility's telephone switch and telecommunications services;

(n) provide to the City's Contract Administrator complementary tickets as per City of Miami Beach Resolution No. 93-20694 for each event held at the Theater;

(o) maintain on ongoing relationship with various boards and committees of the City, which would include, but not be limited to, the Convention Center Capital Projects Oversight Committee, and the Convention Center Advisory Board;

(p) maintain on ongoing relationship with the GMCVB;

(q) act as a collection agent for the City on sales taxes and remit to the State of Florida such sales taxes;

(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 initial discussions relative to design and operational consulting in connection with any proposed Convention Center Expansion Project; any more extensive engagement will be subject to a mutually agreed upon agreement in writing relating to the same.

(s) SMG shall act as a collection agent for the City on the $1.00 (one dollar) surcharge on all tickets sold for performances held at the Theater. Further, SMG shall work with the Advisory Board on the administration of the surcharge in accordance with the City Resolution, attached as Exhibit F hereto. Said surcharge shall not be included in Operating Revenues for the Facility; and

(t) Except as otherwise approved by the City, SMG shall not sub-lease any portion of the Facility to other than short-term users. Without limiting SMG's and/or the City's rights to require any and all necessary agreements and documentation from users of the Facility, SMG shall require that all users of the Facility provide certificates of insurance evidencing appropriate insurance, as required by "Insurance Requirements for Users/Lessees of the Facility" (attached as Exhibit B - Part 1). Copies of these certificates are to be furnished to the City's Contract Administrator. Such insurance is to be kept in force at all times by all licensees, users, lessees and concessionaires. All such liability policies shall name the City and SMG as additional insureds. SMG shall also require all users of the Facility to execute, among the terms of the license, agreement or occupancy agreement, to defend the City, the form of said clause to be subject to the City's approval.

2.4 Five Year Plan.

As set forth in Section 2.3(r)(ii), 5.3(e) and 2.3(l), 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. Additionally, in the future, this collaborative, interactive methodology will identify stakeholder resources and define related roles and responsibilities for implementation of approved plans and identify related progress performance measures that reasonably fall within the purview of SMG. Fulfillment of the strategic marketing plan will further SMG's commitment to maximize sales and marketing outreach areas for the Facility and will be mindful of the City's priority goal to mitigate potential adverse affects from the opening of the Downtown Miami Performing Arts Center as it relates to SMG's strategic marketing plan for the Theater.

Pursuant to the City's direction, SMG will execute initiatives as set forth in the Scope of Services contained in RFP No. 33-02/03 and SMG's proposal in response thereto, dated March 26, 2003; both as attached as Exhibit G hereto.

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.

SMG shall promote, solicit and/or produce on its own, in association with or through a local or regional promoter, an annual series of concerts and special entertainment events during the summer season (the period from May 1 - September 30) at the Theater. Such annual series shall contain a minimum of five (5) separate and distinct, major entertainment events. The cost of such series shall not be included as an Operating Expense of the Facility, but SMG shall be entitled to use funds on deposit in the promotional fund established by SMG for co-promotion purposes to offset costs of such series.

SMG shall, from time to time, revise the marketing plan 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, the Advisory Board, the GMCVB, and such other agencies, boards and committees as may be deemed necessary by the City.

2.5 Right of Entry Reserved.

Representatives of the City shall have the right, upon reasonable advance notice to SMG and at appropriate times, to enter all portions of the Facility to inspect same, to observe the performance of SMG of its obligations under this Agreement, to

install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. Nothing contained in this Section is intended or shall be construed to limit any other rights of the City under this Agreement. The City shall not interfere with the activities of SMG hereunder, and the City's actions shall be conducted such that disruption of SMG's work shall be kept to a minimum. Nothing in this Section shall impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so.

3. Management Term and Renewal Term.

3.1 Management Term and Renewal Term.

The Management Term of this Agreement shall commence on October 1, 2003 and end at midnight on September 30, 2006, unless earlier terminated pursuant to the provisions of this Agreement. The City shall have the right, at its sole option and discretion, to extend this Agreement for two (2) successive one (1) year terms (each, a "Renewal Term") by giving written notice to SMG of such intention not less than ninety (90) days prior to the expiration of the Management Term or an exercised Renewal Term.

3.2 New Contract.

If (i) the City intends, upon termination of the Management Term or a Renewal Term to continue to provide management at the Facility through a private provider and (ii) this Agreement has not been terminated upon a default by SMG, then the City will during the final year of the Management Term (unless the City exercises its option to renew under Section 3.1) or Renewal Term, as the case may be, negotiate and discuss in good faith a new contract or arrangement with SMG for the provision of such services following the completion of such term. The obligation to negotiate with SMG is not intended to guarantee any contract rights for a future contract with SMG or any specific terms of a new contract, nor is it intended to circumvent any competitive bidding requirements that the City may be subject to.

4. SMG's Compensation.

4.1 Management Fee and Executive Compensation.

(a) As consideration to SMG for providing the services herein specified during the Management Term and any Renewal Term, the City shall pay SMG during the Management Term and the Renewal Term, if any, the amounts described in (i) and (ii) below in this Section 4.1(a):

(i) an annual management fee for the performance of the services hereunder with respect to each Fiscal Year in the amount of $295,000 (the "Management Fee"), which Management Fee shall be adjusted upward on the first day

of each Fiscal Year, other than the first Fiscal Year ending September 30, 2004, during the term hereof by the percentage change in the Consumer Price Index – All Urban Consumers (CPI-U) – U.S. City Average – All Items, during the one year period ending September 30 immediately preceding such Fiscal Year, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or of any revised or successor index hereafter published by the Bureau of Labor Statistics or other agency of the United States Government succeeding to its functions ("CPI"); and

(ii) the Executive Compensation Amount in respect of each Fiscal Year.

(b) As part of the development of each annual operating budget for a Fiscal Year pursuant to Section 5.3 below, the City and SMG agree to determine and set in writing the minimum and maximum amounts of Executive Employee Salaries for Executive Level Employees of SMG and any Related Party of SMG at the Facility to be paid in any such Fiscal Year, which amounts shall be binding against the City and SMG (the "Executive Compensation Amount").

(c) The Management Fee shall be payable in equal monthly installments due on or before the last day of each month during the Fiscal Year, and SMG shall be entitled to draw such amounts from the account described in Section 5.6. The Executive Compensation Amount shall be paid to applicable Executive Level Employees from the account described in Section 5.6 on the same basis as those of other employees of SMG at the Facility are paid.

(d) The Management Fee will be subject to further upward adjustment as provided in Section 2.2(b) above in the event the City elects to have SMG operate, manage and promote other City cultural facilities (such as the Byron-Carlyle Theater, Rotunda, the Acorn Theater, the bandshell and/or the Colony Theater).

4.2 Executive Employee Benefit/Bonus Amount.

The Executive Level Employees of SMG and any Related Party of SMG at the Facility shall be entitled to receive the Executive Employee Benefit/Bonus Amount, which Amount shall be paid or shall accrue, as applicable, to the Executive Level Employees, on the same basis as those of other employees of SMG at the Facility are paid or accrue.

4.3 Incentive Fee.

(a) Amount. In addition to the Management Fee, the Executive Compensation Amount, and the Executive Employee Benefit/Bonus Amount, SMG shall be entitled to, and shall receive from the City, an annual incentive fee ("Incentive Fee") with respect to each Fiscal Year during the Management Term and Renewal Term, if any, in an amount equal to the product of (x) the aggregate amount of the Management Fee for such Fiscal Year and (y) the Applicable Percentage (as hereinafter defined). The Applicable Percentage shall be a percentage equal to the sum of the percentage

credits which SMG earns pursuant to subparagraphs (i) through (iii) below with respect to such Fiscal Year, provided that in no event shall the Applicable Percentage for any Fiscal Year exceed 100%. Promptly following the end of each Fiscal Year during the term hereof, the City shall total the percentage credits which SMG has earned during the preceding Fiscal Year and provide SMG with a written report with respect thereto.

(i) Maintenance of Facility and Capital Equipment. The City shall award SMG up to twenty (20) percentage credits for a Fiscal Year if SMG has met or exceeded the maintenance goals set forth in the approved and adopted maintenance and operation manual for the Facility (including the comprehensive preventive maintenance program). Such evaluation shall take into account the quarterly review of the City's Property Management Department and a yearly review by an outside independent party.

(ii) Financial Performance. The City shall award SMG up to thirty (30) percentage credits for a Fiscal Year based on the actual Net Operating Loss/Profit for the Facility when compared to the Net Operating Loss/Profit for the Facility reflected in the Approved Budget for the Fiscal Year in question based on the table below, not taking into account (in either the actual or budgeted calculation of Net Operating Loss/Profit) the internal service charges assessed by the City to the Facility pursuant to the Approved Budgets which charges include, without limitation, property insurance premium costs, sewer charges, and communication/information technology charges.

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. The City shall award SMG up to twenty (20) percentage credits for customer satisfaction based on customer evaluations (the form of which shall be mutually agreed upon by both parties) and thresholds to be mutually agreed upon in writing by both parties.

Customer surveys – SMG shall, with input and approval from the City, 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 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

As used herein, the term "Occupancy Rate" shall mean a fraction expressed as a percentage, the numerator of which shall be equal to the total number of uses of the four (4) halls at the Convention Center, with an event held in any one (1) hall on a given day constituting one (1) use, and the denominator of which shall be equal to 1,460.

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

The parties shall meet to adjust in good faith, the point allocation for the Theater and the corresponding requisite use days upon the opening of the Miami Performing Arts Center.

(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.

(b) Payment. The incentive fee determined pursuant to Section 4.3(a) above shall be payable to SMG within 120 days of the end of a Fiscal Year. SMG will

thereupon be entitled to deduct the amount of such fee from the account described in Section 5.6 below, provided that to the extent that SMG projects that such a deduction would leave insufficient funds in such account to cover Operating Expenses for the remainder of the then-current fiscal quarter, SMG shall be entitled not to deduct all or a portion of such fee from such account, and, upon notice thereof from SMG, the City shall promptly pay SMG the amount of the fee that has not been deducted from such account.

4.4 Limitation. Notwithstanding anything to the contrary set forth herein, in no event shall the sum of (i) the Incentive Fee, plus (ii) the Executive Employee Benefit/Bonus Amount payable with respect to any Fiscal Year exceed the sum of (x) the Management Fee, plus (y) the Executive Compensation Amount payable with respect to such Fiscal Year.

5. Funding; Budgets; Bank Accounts.

5.1 Operating Funds.

Subject to Section 5.2, following the approval of the annual operating budget for a Fiscal Year (including, without limitation, any annual operating budget applicable to the first Fiscal Year during the term hereof), the City shall make available to SMG all funds necessary to pay all Operating Expenses incurred or accrued in such Fiscal Year. To the extent that Operating Revenues during a calendar month are insufficient, or expected to be insufficient, to cover Operating Expenses and with respect to the first quarter of a Fiscal Year, the amount of the projected incentive fee payable pursuant to Section 4.3 for the prior Fiscal Year ("Cash Flow Shortfall") for such period, the City shall advance funds to SMG as follows. Within thirty (30) days following the end of a month, SMG will submit to the City for its approval a statement/invoice summarizing the deficit or surplus in the Facility accounts described in Section 5.6 below over the agreed upon imprest combined Facility account balance for the Convention Center and Theater. Such imprest amount will continue to be $500,000, and will represent the combined balance of both the Facility accounts for the Convention Center and the Theater at the end of each month. If, at the end of such month, the combined operating balance is greater than $500,000, the surplus amount over $500,000 will be given back to the City in the form of a check, accompanied by a statement/invoice with appropriate bank reconciliations for both operating accounts as back up. If, at the end of such month, the combined operating balance is less than $500,000, the deficit and the appropriate bank reconciliations documenting such deficit will be invoiced to the City for payment. Such payment shall not be unreasonably withheld.

5.2 Non-Funding.

(a) The City shall have no obligation to provide funds for the payment of Operating Expenses incurred or committed for after the date SMG receives written

notice (an "Appropriation Deficiency Notice") of the fact that insufficient funds or no funds have been appropriated for the Facility.

(b) If the Appropriation Deficiency Notice is of insufficient funds, the City shall pay all Operating Expenses incurred or committed for after such date which are within the aggregate level of appropriated funds specified in the Appropriations Deficiency Notice. The City shall pay all Operating Expenses incurred or committed for prior to the date SMG receives the Appropriation Deficiency Notice. Any failure by the City to provide funds (beyond the aggregate level of appropriated funds) for the payment of Operating Expenses incurred or committed for after SMG receives an Appropriation Deficiency Notice shall not be a breach of or default under this Agreement by the City.

(c) If the City appropriates funds at (or reduces appropriated funds to) a level that, in SMG's judgment, renders the management of the Facility not feasible, SMG may, at its option, either (i) continue management of the Facility at a reduced level consistent with anticipated Operating Revenues and available funding or (ii) terminate this Agreement pursuant to Section 12.2 (with the effect set forth in Section 12.3). Following such termination, SMG shall have the right to resume management of the Facility at such time as the City shall first restore appropriated funds to reasonable levels.

5.3 Annual Budget; Cash Flow Budget.

(a) As part of the annual plan described in Section 6.2 herein, on or before the date specified by the City Manager each year on reasonable advance notice, SMG will prepare an annual operating budget for the next Fiscal Year to meet the scope of services and objectives under this Agreement. Such budget shall contain appropriate line items for revenues and expenses and the projected net operating deficit or surplus. Each such budget shall be submitted together with details, including, without limitation, salary ranges for each Fiscal Year occurring during the Management Term and any Renewal Term hereof, and the benefits package to be offered to SMG employees and funded by the City as an Operating Expense. No such benefit package shall exceed comparable benefits packages offered in similar-sized facilities and/or industry standards.

(b) SMG shall prepare and submit to the City Manager prior to October 1 of each Fiscal Year an annual cash flow budget for the succeeding Fiscal Year based upon the approved operating budget for such Fiscal Year. The City shall transfer to SMG, on a monthly basis, those funds so approved and necessary for the operation, management, maintenance, and promotion of the Facility (including, without limitation, the Operating Expenses for such month), and SMG shall deposit such funds, together with Operating Revenues of the Facility collected by SMG in the Facility accounts. The City specifically reserves the right to withhold or delay the monthly funds referenced above if the previous monthly audited findings have not been satisfactorily resolved.

(c) The annual budgets referred to in subparagraphs (a) and (b) above shall be reviewed and are subject to approval by the City Manager and the Mayor and the City Commission. SMG recognizes that the City is a municipal corporation created pursuant to the laws of the State of Florida and is bound by general and special statutes pertaining to the budget process and the appropriation and expenditures of funds. Therefore, SMG shall participate in the City's budget process, including, but not limited to, an Administrative Review, a review by the City's Budget Advisory Committee, City Commission review, and review and comment by citizens at two public hearings in the month of September, prior to approval of a proposed operating budget. During the term of this Agreement, the City Manager and the Mayor and the City Commission shall notify SMG of any changes to the annual operating budget and the cash flow funding budget for the succeeding Fiscal Year proposed by SMG and with such changes, if any, as are made by the City prior to October 1st of each Fiscal Year, such budgets shall be the Approved Budgets for the following Fiscal Year, provided that if the annual operating budget or the annual cash flow budget as proposed by SMG are modified by the City in a manner which, in SMG's judgment, could materially interfere, impede or impair the ability of SMG to manage, operate or promote the Facility, SMG shall have the right to terminate this Agreement pursuant to Section 12.2 (with the effect set forth in Section 12.3).

(d) On or prior to the date hereof, SMG has given City its comments and observations on the preliminary annual operating budget for the first Fiscal Year hereof prepared by the City. SMG has submitted to the City Manager and the Mayor and the City Commission its proposed annual operating budget for the first Fiscal Year hereof; such proposed budget shall be treated in the same manner and create the same rights as obtain following the submission of annual budgets as described in subparagraph (c) above.

(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 4.3(a)(ii).

5.4 Budget Modifications Initiated by SMG.

SMG may submit to the City Manager for approval by the City Manager and the Mayor and the City Commission at any time prior to the close of a Fiscal Year a supplemental or revised annual operating budget or cash flow budget for such Fiscal Year. Upon the approval of the City Manager and the Mayor and the City Commission of such supplemental or revised budget, the Approved Budgets for such Fiscal Year shall be deemed amended to incorporate such supplemental or revised budget. The Approved Budgets may only be amended as set forth in Section 5.5 below or in the two preceding sentences except that SMG shall have the right to amend the Approved Budgets as may be necessary or appropriate as the result of the scheduling by SMG of additional events or activities at the Facility (and the incurrence of additional Operating

Expenses arising from the scheduling of additional events or activities at the Facility) as long as prior to the scheduling of such events or activities, SMG has a reasonable expectation that the projected Net Operating Loss/Profit for the Fiscal Year as set forth in the Approved Budgets would not be increased as a result of such additional events or activities.

5.5 Budget Modifications Initiated by the City.

In the event that it appears reasonably likely, in any year during the term hereof, that the actual Net Operating Loss/Profit for such Fiscal Year will be larger than projected in the annual operating budget for such Fiscal Year, the City Manager or the Mayor and the City Commission may request from SMG a plan for reduction of Operating Expenses to a level consistent with the budgeted Net Operating Loss/Profit amount. SMG shall forthwith comply with any such expense reduction requested by the City and the approved budgets for such Fiscal Year shall be modified accordingly, provided that if the annual operating budget or annual cash flow budget is modified in a manner which, in SMG's judgment, could materially interfere, impede or impair the ability of SMG to manage, operate or promote the Facility, SMG shall have the right to terminate this Agreement pursuant to Section 12.2 (with the effect set forth in Section 12.3) and provided further that SMG shall not be construed to have breached its obligations under this Agreement if such alleged breach has been caused by the limitations in the Fiscal Year's budgets.

5.6 Receipts and Disbursements.

SMG shall establish and maintain in one or more depositories designated by the City's Chief Financial Officer one or more operating, payroll and other bank accounts for the promotion, operation and management of the Facility, in the name of the City, with SMG as agent and with signature authority in such employees of SMG as SMG shall determine. All revenues collected by SMG from the operation of the Facility shall be deposited into such accounts and Operating Expenses (other than Operating Expenses to be paid from an account described in Section 5.7) shall be paid by SMG as agent for the City from such accounts. All revenues collected by SMG arising from operation of the Facility, including revenues from box office sales, facility or equipment rentals, utility rental agreements, food and beverage concessions, or any other source, are the sole property of the City, held in trust by SMG for the City for application as provided herein. Any amounts remaining in such accounts upon termination of this Agreement for any reason, after payment of all outstanding Operating Expenses, shall be promptly paid by SMG to the City.

5.7 Ticket Sales Revenues.

SMG shall hold in a separate interest-bearing account in a banking institution depository in Miami Beach any ticket sale revenues which it receives with respect to an event to be held at the Facility pending the completion of the event. Such monies are to be held for the protection of ticket purchasers, the City and SMG, and to provide a source of funds, as required for such payments to performers and promoters

and for such payments of Operating Expenses in connection with the presentation of events as may be required to be paid contemporaneously with the event. Following the satisfactory completion of the events, SMG shall make a deposit into the operating account(s) established pursuant to Section 5.6 above of the amount in such account and shall pay from the operating account Event Expenses and provide the City with a full event settlement report. Interest which accrues on amounts deposited in the operating account(s) referred to in Section 5.6 and the ticket account referred to herein shall be considered Operating Revenues. Bank service charges, if any, on such account(s) shall be considered Operating Expenses. Upon receipt thereof from the depository bank, SMG shall promptly submit to the City, copies of all bank statements concerning the account(s) established by SMG pursuant to Section 5.6 and the ticket account referred to herein.

5.8 Capital Improvements; Capital Equipment.

The obligation to pay for, and authority to perform, direct and supervise Capital Improvements and Capital Equipment purchases shall remain with the City, except as otherwise provided in Section 5.10, and will not be considered Operating Expenses. The annual plan submitted pursuant to Section 6.2 shall include SMG's recommendation for Capital Improvements and Capital Equipment purchases to be accomplished during the year and shall be accompanied by an estimate of the cost of all such items and projects and a request that the City budget funds therefore. The City shall retain the sole discretion to determine whether and to what level to fund Capital Improvements and Capital Equipment purchases to the Facility.

5.9 Limitation of SMG Liability.

Notwithstanding any provision herein to the contrary and except for SMG's express indemnification undertakings in Section 8.1 and its express reimbursement undertakings in Section 6.1(b), SMG shall have no obligation to fund any cost, expense or liability with respect to the operation, management or promotion of the Facility.

5.10 SMG Capital Contributions.

(a) Upon the execution and delivery of this Agreement, SMG shall pay to the City the sum of One Hundred Fifty Thousand Dollars ($150,000) (the "Initial Capital Contribution"), and an additional Sixty Two Thousand, Five Hundred Dollars ($62,500) (the "Additional Capital Contribution") (if the City elects within the first year, and if not on a prorated basis thereafter based on the number of years remaining in the current Management Term, pursuant to Section 2.2(b) hereof, to have SMG operate, manage and promote the Additional Facilities), which sums shall be used at the sole discretion of the City. In the event the City exercises its right pursuant to Section 3.1 above to extend this Agreement for any one or more Renewal Terms, SMG shall pay to the City the sum of Fifty Thousand Dollars ($50,000) (the "Renewal Term Capital Contribution") for each Renewal Term granted to SMG.

(b) Amortization of the SMG Capital Contributions. The amount of the Initial Capital Contribution shall be amortized on a non-cash basis over a period of thirty-six (36) months during the Management Term. The Additional Capital Contribution, if any, shall be amortized on a non-cash basis over a period equal to the remainder of the Management Term and Renewal Terms, if any. The Renewal Term Capital Contribution shall be amortized on a non-cash basis over a period equal to the remainder of such Renewal Term to which the Renewal Term Capital Contribution relates. In the event of the expiration or termination of this Agreement for any reason, the City shall pay, or cause any successor management company to pay, to SMG unconditionally and without set-off the unamortized amount of each of the Initial Capital Contribution, Additional Capital Contribution (if any), and the Renewal Term Capital Contribution(s) (if any) existing as of such expiration or termination. The payment of any such unamortized amounts shall be made to SMG upon the effective date of such expiration or termination.

(c) Scholarships. SMG shall contribute Ten Thousand Dollars ($10,000) annually during the Management 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.

6. Records, Audits and Reports.

6.1 Records and Audits.

(a) SMG shall keep full and accurate accounting records relating to its activities at the Facility in accordance with generally accepted accounting principles. SMG shall maintain a system of bookkeeping adequate for its operations hereunder. SMG shall give the City's authorized representatives access to such books and records maintained at the Facility during reasonable business hours and upon reasonable advance notice. SMG shall keep and preserve for at least three (3) years following each Fiscal Year or for as long as such records are required to be retained pursuant to Florida Public Records Law, all sales slips, rental agreements, purchase order, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of Operating Revenues and Operating Expenses for such period. In addition, on or before _____ following each Fiscal Year for which SMG is managing the Facility hereunder (beginning _____), SMG shall furnish to the City a balance sheet, a statement of profit or loss and a statement of cash flows for the Facility for the preceding Fiscal Year, prepared in accordance with generally accepted accounting principles and accompanied by an independent auditor's report of a nationally recognized, independent certified public accountant. The audit shall contain an opinion expressed by the independent auditor of the accuracy of financial records kept by SMG and of amounts due to the City. Unless otherwise agreed by the parties hereto, the audit shall also provide a certification of Operating Revenues and Operating Expenses as defined in this Agreement for such Fiscal Year. The audit shall be conducted by a reputable firm selected by SMG, with the City's prior approval. The City shall not

withhold or delay such consent or approval unreasonably. Notwithstanding anything to the contrary herein, the costs of such audit shall be deemed Operating Expenses.

(b) The City Manager shall have the right at any time, and from time to time, to cause nationally recognized independent auditors to audit all of the books of SMG relating to Operating Revenues and Operating Expenses, including, without limitation, cash register tapes, credit card invoices, duplicate deposit tapes, and invoices. No costs incurred by the City in conducting such audit shall be considered an Operating Expense. If any such audit demonstrates that the Operating Revenues or Operating Expenses reflected in any financial statements prepared by SMG and audited as specified in the foregoing subparagraph (a) are understated (in the case of Operating Expenses) or overstated (in the case of Operating Revenues), in either case by more than five percent (5%), SMG shall pay to the City the reasonable cost of such audit and shall promptly refund to the City any portion of the incentive fee paid for such Fiscal Year which is attributable to the overstatement or understatement, as the case may be. The City's right to have such an audit made with respect to any Fiscal Year and SMG's obligation to retain the above records shall expire three (3) years after SMG's statement for such Fiscal Year has been delivered to the City.

6.2 Annual Plan.

(a) SMG shall provide to the City on or before June 1 of each year, an annual management plan, which shall include the annual operating budget described in Section 5.3 for the next Fiscal Year. The annual plan shall include information regarding SMG's anticipated operations for such Fiscal Year, including planned operating maintenance activities by SMG, requested Capital Improvements and Capital Equipment purchases and an anticipated budget therefore, anticipated events at the Facility, anticipated advertising and promotional activities, and planned equipment and furnishings purchases. The annual plan shall be subject to review, revision and approval by the City Manager or the Mayor and the City Commission. Following review and revision by the City Manager or City Commission, SMG shall have thirty (30) days to incorporate the City's revisions into its plan. Upon approval by the City, such annual plan shall constitute the operating program for SMG for the following Fiscal Year.

6.3 Reports.

(a) By the twenty-fifth day of each month, SMG shall provide to the City a written monthly report in a form approved by the City and similar to that used in other SMG-managed facilities setting out the Facility's anticipated activities and financial condition for the upcoming month and reporting on the prior month's activities and finances. Such monthly report shall include, without limitation:

(i) Copies of records and reports related to the receipts and expenditures with respect to all events occurring during the previous month at the Facility. Such records and reports shall include a comparison of Operating Revenues and Operating Expenses for the corresponding months in the prior two (2) Fiscal Years;

(ii) SMG shall submit, within twenty-five (25) days following the close of each month or as reasonably prescribed by the City, copies of records and reports related to the receipts and expenditures with respect to all events occurring during such month at the Facility. Such records and reports shall be in a form customarily prepared by SMG at other SMG-managed facilities and shall include a comparison of revenues and expenses for the corresponding months in the prior two (2) Fiscal Years. The City and SMG shall resolve any issues with respect to expenses within thirty (30) days of report of same by SMG.

(iii) Information as to the status of pending user agreements, in addition to a summary of all exit conferences at the Convention Center. A copy of this portion of the monthly report also shall be provided to the Advisory Board and shall be used as part of the basis for the evaluation of SMG's customer satisfaction under Section 4.3(a)(iii) hereof;

(iv) A report with respect to the Comprehensive Preventive Maintenance Program and the maintenance of Capital Equipment in accordance with the minimum operating and maintenance standards attached hereto as Exhibit ___. A copy of this portion of the monthly report also shall be provided to the Advisory Board and shall be used as the part of the basis for the evaluation of SMG's maintenance of facilities and equipment under Section 4.3(a)(i) hereof.

(b) SMG shall also provide, or cause to be provided, to the City and the Advisory Board quarterly status reports as to the food and beverage concessionaire's performance under its food and beverage concessions agreement for the Facility.

(c) On or before July 30th of each year during the term hereof, SMG shall provide, or cause to be provided, to the City an inventory of Capital Equipment of the Facility.

(d) Upon receipt thereof from a depository bank described in Section 5.7 below, SMG shall provide, or cause to be provided, to the City, as requested, copies of all bank statements concerning ticket sales revenues.

7. Employees.

7.1 SMG Employees.

(a) SMG shall select, train and employ at the Facility such number of employees as SMG deems necessary or appropriate to satisfy its responsibilities hereunder; SMG shall use its best efforts to recruit employees who will be proficient, productive, and courteous to patrons consistent with standards employed at comparable first class facilities, and, SMG shall have authority to hire, terminate and discipline any and all personnel working at the Facility.

(b) SMG shall assign to the Facility a competent, full-time general manager. From time to time the general manager may provide assistance in connection with the consulting and/or management services provided by SMG or any of its Affiliates

at other facilities managed, owned or leased by SMG or any of its Affiliates, provided that (i) such assistance does not affect in any material respect the responsibilities and duties of the general manager to the Facility and (ii) the cost of the salary and benefits of the general manager for the time spent in connection with providing such assistance shall be reimbursed by SMG to the operating account of the Facility. Prior to SMG's appointment of such general manager, SMG shall consult with the City Manager with respect to the qualifications of the general manager proposed by SMG.

(c) The General Manager and/or any and all other SMG employees at the Facility shall not for any purpose be considered to be employees of the City, and SMG shall be solely responsible for their supervision and daily direction and control and for setting, and paying as an Operating Expense or Employee Expense, as applicable, their compensation (and federal income tax withholding) and any employee benefits.

(d) On or before August 31, 2003, SMG shall submit to the City a report detailing SMG's proposed staffing at the Facility, together with SMG's analysis of the effect of reducing the such staff expenses by five percent (5%).

7.2 No Solicitation or Employment by City.

During the period commencing on the date hereof and ending one (I) year after the termination of this Agreement, except with SMG's prior written consent, the City will not, for any reason, solicit for employment, or hire, any of the senior management personnel employed by SMG at the Facility, including, without limitation, the general manager, director-level employees and department heads (including, without limitation, the Food and Beverage Manager. In addition to any other remedies which SMG may have, specific performance in the form of injunctive relief shall be available for the enforcement of this provision.

8. Indemnification and Insurance.

8.1 Indemnification.

(a) SMG shall indemnify, hold harmless and defend the City, its officers, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of SMG, its agents, servants or employees in the performance of services under this Agreement.

(b) In addition, SMG shall indemnify, hold harmless and defend the City, its officers, agents, servants and employees from and against any claim, demand or cause of action of whatever kind or nature arising out of any conduct or misconduct of SMG not included in the paragraph above and for which the City, its officers, agents, servants or employees are alleged to be liable.

8.2 Liability Insurance.

(a) SMG shall secure and deliver to the City Manager prior to the commencement of the Management Term hereunder and shall keep in force at all times during the term of this Agreement, a commercial liability insurance policy, including public liability and property damage, covering the premises, the operations hereunder, in the amount of One Million Dollars ($1,000,000.00) for bodily injury and One Million Dollars ($1,000,000.00) for property damage, including products and completed operations and independent contractors. SMG shall also maintain Umbrella liability insurance with a limit of Five Million Dollars ($5,000,000).

(b) SMG shall also maintain Comprehensive Automotive Bodily Injury and Property Damage Insurance for business use covering all vehicles operated by SMG officers, agents and employees in connection with the Facility, whether owned by SMG, the City, or otherwise, with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence (including an extension of hired and non-owned coverage).

(c) Commencing with the Management Term and continuing thereafter during the term hereof, SMG shall also maintain:

(i) professional liability insurance with coverage of at least One Million Dollars $1,000,000.00) for claims of negligent errors, acts or omissions by SMG;

(ii) employment practices liability insurance with coverage of at least One Million Dollars $1,000,000.00) for claims relating to the employment practices of SMG at the Facility pertaining to its employees;

(iii) contingent liquor liability insurance in the amount of One Million Dollars ($1,000,000.00); and

(iv) personal advertising liability insurance in the amount of One Million Dollars ($1,000,000.00).

(d) SMG shall be the named insured under all such policies. The City shall be an additional insured under the insurance policies described in Section 8.2(a) and (b) above, as its interests may appear, and all of the insurance policies described in this Section 8.2 shall contain a provision covering the parties' indemnification liabilities to each other.

(e) Certificates evidencing the existence of the above policy, or policies, all in such form as the City Manager or City Commission may reasonably require, shall be delivered to the City Manager or City Commission prior to the commencement of the Management Term. Notwithstanding the provisions of this Section 8.2, the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving

thirty (30) days' written notice thereof to the City Manager, 1700 Convention Center Drive, Miami Beach, FL 33139, sent by certified mail, return receipt requested."

(f) A renewal binder of coverage (or satisfactory evidence of such renewal) shall be delivered to the City Manager at least twenty (20) days after a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.

(g) Except as provided in Sections 8.5(b) and 8.6, all insurance procured by SMG in accordance with the requirements of this Agreement shall be primary over any insurance carried by the City and not require contribution by the City.

8.3 Workers Compensation Insurance.

SMG shall at all times maintain worker's compensation insurance (including occupational disease hazards) with an authorized insurance company or through the Florida State Compensation Insurance Fund] or through an authorized self-insurance plan approved by the State of Florida, insuring its employees at the Facility in amounts equal to or greater than required under law. The foregoing is not intended to require SMG to cover occupational related diseases of any City employees who provide any services at the Facility as a part-time employee of SMG except to the extent that such disease is demonstrated to be directly related to their work at the Facility.

8.4 Fidelity Bond and Surety and Performance Bond.

(a) SMG shall provide, during the term of this Agreement, to the City a Fidelity Bond covering all of SMG's personnel under this Agreement in the amount of Five Hundred Thousand Dollars ($500,000.00) for each loss, to reimburse the City for losses experienced due to the dishonest acts of SMG's employees.

(b) During the term of this Agreement, SMG shall also provide to the City a surety and performance bond in the amount of Five Hundred Thousand Dollars ($500,000) to protect the City against loss due to the inability or refusal of SMG to perform under this Agreement.

8.5 Property Insurance.

(a) The City shall, subject to Section 5.2, maintain its current property insurance covering the premises of the Facility and its personal property located thereat. In addition, the City shall, with respect to the Losses covered by such property and hazard insurance and business interruption and extra expenses insurance, waive any subrogation rights that it may have against SMG, its partners and their respective officers, employees and agents, whether or not the City self-insures for the Losses covered by such insurance. Nothing in this Agreement is intended to require SMG to maintain property and hazard insurance covering the premises at the Facility, the City's personal property located thereat or business interruption insurance covering the interruption of operations by or for whatever cause at the Facility.

(i) The original or a certified copy of the above policy, or policies, referred to in Section 8.5(a) (with all required policy endorsements), plus certificates evidencing the existence thereof, all in such form as SMG may reasonably require, shall be delivered to SMG prior to the commencement of this Agreement. Notwithstanding the provisions of this Section 8.5(a), the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to "SMG, Risk Management Director, 701 Market Street, 4th Floor, Philadelphia, PA, 19106, sent by certified mail, return receipt requested."

(ii) A renewal binder of coverage (or satisfactory evidence of such renewal) shall be delivered to SMG at least twenty (20) days after a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.

8.6 Certain Other Insurance.

If any of the City Agreements consist of agreements with independent contractors to provide services in respect of the Facility, the City shall use reasonable efforts to cause such contractors to name SMG as an additional insured under any insurance maintained by such contractors pursuant to the terms of such City Agreements and in such event to deliver to SMG promptly after request therefore a certified copy of such policy and a certificate evidencing the existence thereof. In addition, if SMG enters into any agreements during the term of this Agreement with any independent contractors for the provision of services hereunder, SMG shall have the right to require such contractors to name SMG as an additional insured under any insurance required by SMG thereunder and to deliver to SMG prior to the performance of such services a certified copy of such policy, plus a certificate evidencing the existence thereof, which policy contains the same type of endorsements and provisions as provided in Section 8.5(a)(i) and (ii).

9. Ownership of Assets.

9.1 Ownership.

The ownership of buildings and real estate, technical and office equipment and facilities, furniture, displays, fixtures, vehicles and similar tangible property located at the Facility shall remain with the City. Ownership of and title to all intellectual property rights of whatsoever value, held in the City's name shall remain in the name of the City. The ownership of consumable assets (such as office supplies and cleaning materials) purchased with Operating Revenues or City funds shall remain with the City, but such assets may be utilized and consumed by SMG in the performance of services under this Agreement. The ownership of data processing programs and software owned by the City shall remain with the City, and the ownership of data processing programs and Software owned by SMG shall remain with SMG. SMG shall not take or

use, for its own purposes, customer or exhibitor lists or similar materials developed by the City for the use of the Facility, unless written consent is granted by the City Manager. Ownership of equipment, furnishings, materials, or fixtures not considered to be real property and other personal property purchased by SMG with City funds for use at and for the Facility shall vest in the City automatically and immediately upon purchase or acquisition. The assets of the City as described herein shall not be pledged, liened, encumbered or otherwise alienated or assigned without the prior written approval of the City.

9.2 City Obligations.

Except as herein otherwise set forth, throughout the term of this Agreement, the City will maintain full beneficial use and ownership of the Facility and will pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any bonds, debentures or other security agreements or contracts relating to the Facility to which the City may be bound. In addition, the City shall provide SMG with necessary office space in the Facility and such equipment as is currently available in the Facility. Furthermore, the City shall provide SMG with unrestricted egress and ingress to the Facility and shall make available to SMG at no cost parking spaces adjacent to the Facility or located on City property in the immediate environs. All parking lots and garages adjacent to the Facility are excluded from the scope of this Agreement.

10. Assignment; Affiliates.

10.1 Assignment.

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party hereto.

10.2 SMG Affiliates.

(a) Transactions with Affiliates. In connection with its management responsibilities hereunder relating to the purchase and/or procurement of equipment, materials, supplies, inventories, and services for the Facility, SMG shall have the right, but not the obligation, to purchase and/or procure from, or otherwise transact business with, an Affiliate of SMG. In the event SMG purchases and/or procures from, or otherwise transacts business with, an Affiliate of SMG as contemplated by the foregoing sentence, the City's approval must be obtained, which approval shall not be unreasonably withheld. In addition, SMG, as agent for the City, may license the use of the Facility or any part thereof to itself in connection with any event in the promotion of which SMG is involved, so long as the license fee charged is on prevailing rates and terms or such other rates and terms as the City Manager or the Mayor and the City Commission approves.

(b) Conflicts of Interest. The City acknowledges that SMG manages other public assembly facilities which may, from time to time, be in competition with the Facility. The management of competing facilities will not, in and of itself, be deemed a conflict of interest or breach of SMG's duties hereunder; provided, however, in all instances in which the Facility is in competition with other public assembly facilities managed by SMG for the solicitation of certain events, SMG shall not involve its principal office (currently in Philadelphia, Pennsylvania) on behalf of any such other facility in an attempt to influence the decision-making process regarding the selection of a site by such events.

11. Laws and Permits.

11.1 Permits, Licenses, Taxes and Liens.

SMG shall be solely responsible for procuring any permits and licenses required for the business to be conducted by it hereunder. The City shall cooperate with SMG in applying for such permits and licenses. SMG shall deliver copies of all such permits and licenses to the City Manager. SMG shall pay promptly, out of the accounts specified in Section 5.6, all taxes, excises, license fees and permit fees of whatever nature arising from its operation, promotion and management of the Facility. SMG shall not let any mechanic's or materialman's or any other lien from becoming attached to the premises or improvements at the Facility, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman, so long as the work, labor or material was provided at SMG's direction and the City has supplied funds for the payment of charges therefore in accordance with this Agreement.

11.2 Governmental Compliance.

SMG, its officers, agents and employees shall comply with all federal, state, county and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions (collectively, "Laws") applicable to SMG's management of the Facility hereunder, including without limitation Title III of the ADA and the provision of such auxiliary aids or alternate services as may be required by the ADA. Nothing in this Section 11.2 or elsewhere in this Agreement shall, however, require SMG to undertake any of the foregoing compliance activity, nor shall SMG have any liability under this Agreement therefore, if (a) such activity requires any Capital Improvements or Capital Equipment purchases, unless the City provides funds for such Capital Improvements and Capital Equipment purchases pursuant to Section 5.8 hereof, or (b) any City Agreement fails to require any licensee, lessee, tenant, promoter or user of any portion of the Facilities to comply, and to be financially responsible for compliance, with Title III of the ADA in connection with any activities of such licensee, lessee, tenant, promoter or user at the Facilities. Furthermore, SMG shall have the right to require any licensee, lessee, tenant, promoter or user of any portion of the Facility to comply, and to be financially responsible for compliance, with Title III of the ADA in connection with any activities of such licensee, lessee, tenant, promoter or user at the Facility.

11.3 No Discrimination in Employment; Affirmative Action.

In connection with the performance of work under this Agreement, SMG shall not refuse to hire, discharge, refuse to promote or demote, or to discriminate in matters of compensation against, any person otherwise qualified, solely because of race, color, religion, gender, age, national origin, military status, sexual orientation, marital status or physical or mental disability.

12. Termination.

12.1 Termination Upon Default.

Either party may terminate this Agreement upon a default by the other party hereunder. A party shall be in default hereunder if (i) such party fails to pay any sum payable hereunder within thirty (30) days after same is due and payable, or (ii) such party fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions hereof and such failure continues for more than sixty (60) days after written notice thereof from the other party. In the event that a default (other than a default in the payment of money) is not reasonably susceptible to being cured within the sixty (60) day period, the defaulting party shall not be considered in default if it shall within such sixty (60) day period have commenced with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default.

12.2 Termination Other than Upon Default.

(a) SMG shall have the right to terminate this Agreement upon sixty (60) days written notice to the City (i) under the circumstances described in Sections 5.2, 5.3 or 5.5 hereof, or (ii) if the City fails to make Capital Improvements or Capital Equipment purchases at the Facility or to correct any condition at the Facility noted by SMG pursuant to Section 2.3(r) above to the extent that such omission materially interferes with, impedes or impairs the ability of SMG to manage the Facility effectively.

(b) Either party shall have the right to terminate this Agreement under the circumstances specified in Section 13.6(d).

12.3 Effect of Termination.

In the event this Agreement expires or is terminated, (i) all Operating Expenses incurred or committed for prior to the date of expiration or termination shall be paid using funds on deposit in the account(s) described in Sections 5.6 and 5.7 and to the extent such funds are not sufficient, the City shall pay all such Operating Expenses, (ii) the City shall promptly pay SMG all fees earned to the date of expiration or termination (the fees described in Section 4 hereof being subject to proration), provided that the City shall be entitled to offset against such unpaid fees any damages (actual, not consequential) directly incurred by the City in remedying any default by SMG hereunder which resulted in such termination (other than the fees or expenses of any replacement manager for the Facility), and (iii) the City shall pay, or cause any successor management company to pay, to SMG unconditionally and without set-off the

unamortized amount of the SMG Capital Contributions existing as of such expiration or termination as provided in Section 5.10 hereof. Upon the expiration of this Agreement or a termination pursuant to Section 12.1, 12.2, or 12.3, all further obligations of the parties hereunder shall terminate except for the obligations in this Section 12.3 and in Sections 7.2, 8.1 and 12.4.

12.4 Surrender of Premises.

Upon termination of this Agreement (termination shall, for all purposes in this Agreement, include termination pursuant to the terms of this Section 12 and any expiration of the term hereof), SMG shall surrender and vacate the Facility upon the effective date of such termination. The Facility and all equipment and furnishings shall be returned to the City in good repair, reasonable wear and tear excepted, to the extent funds were made available therefor by the City and SMG has complied with its obligations under Sections 2.3(r) and 6.2 above. All reports, records, including financial records, and documents maintained by SMG at the Facility relating to this Agreement other than materials containing SMG's proprietary information shall be immediately surrendered to the City by SMG upon termination.

13. Miscellaneous.

13.1 Use of Facility at Direction of City.

(a) The City shall have the right to use the Facility or any part thereof, upon reasonable advance notice and subject to availability, for such purposes as meetings, seminars, training classes or other uses without the payment of any rental or use fee (or at a reduced fee), except that direct out-of-pocket expenses incurred in connection with such uses shall be paid by the City.

(b) The City shall not schedule use of the Facility pursuant to subparagraph (a) above if such use will conflict with paying events booked by SMG and shall in all instances be subordinate thereto in terms of priority of use of the Facility.

13.2 Venue/Waiver of Jury Trial.

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 principals 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. BY ENTERING INTO THIS AGREEMENT, CITY AND SMG 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.

13.3 No Partnership or Joint Venture.

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and

SMG. None of the officers, agents or employees of SMG shall be or be deemed to be employees of the City for any purpose whatsoever.

13.4 Entire Agreement.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. This Agreement is specifically intended to supercede RFP No. 33-02/03, and SMG's proposal in response thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof.

13.5 Written Amendments.

This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

13.6 Force Majeure.

(a) No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within ten (10) days of date on which such party gains actual knowledge of the event of "Force Majeure" that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, epidemics, landslides, lightening storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome (it being acknowledged that under no circumstances shall a failure to pay amounts due and payable hereunder be excusable due to a Force Majeure).

(b) Neither party hereto shall be under any obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the provision of any component necessary therefore shall be prohibited or rationed by any Law.

(c) In the event of damage to or destruction of the Facility by reason of fire, storm or other casualty or occurrence of any nature or any regulatory action or requirements that, in either case, is expected to render the Facility materially untenantable, for a period of at least one hundred eighty (180) days from the happening of the fire, other casualty or any other such event, either party may terminate this Agreement upon written notice to the other. In the event that the Facility becomes either wholly or partially untenantable as a result of any of the foregoing, appropriate adjustments to the Expense and Revenue Benchmarks shall be made.

(d) SMG may suspend performance required under this Agreement, without any further liability, in the event of any act of God or other occurrence, which act or occurrence is of such effect and duration as to effectively curtail the use of the Facility so as to effect a substantial reduction in the need for the services provided by SMG for a period in excess of 180 days; provided, however, that for the purposes of this subsection, SMG shall have the right to suspend performance retroactively effective as of the date of the use of the Facility was effectively curtailed. "Substantial reduction in the need for these services provided by SMG" shall mean such a reduction as shall make the provision of any services by SMG economically impractical. No payments of the Management Fee otherwise due and payable to SMG shall be made by the City during the period of suspension. In lieu thereof, the City and SMG may agree to a reduced Management Fee payment for the period of reduction in services required.

(e) In the event of a material increase in any Operating Expense not reasonably within the control of either party (including, by way of example and not by limitation, an increase in the cost of insurance or utilities), the parties shall mutually negotiate and agree upon in good faith an adjustment to the Net Operating Loss/Profit Benchmarks to take into account such increased cost.

13.7 Binding Upon Successors and Assigns; No Third-Party Beneficiaries.

(a) This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective successors and permitted assigns.

(b) This Agreement shall not be construed as giving any person, other than the parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such parties and their successors and permitted assigns and for the benefit of no other person or entity.

13.8 Notices.

Any notice, consent or other communication given pursuant to this Agreement will be in writing and will be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date transmitted by telecopy as shown on the telecopy confirmation therefore as long as such telecopy transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

To the City:

City of Miami Beach
City Manager
1700 Convention Center Drive
Miami Beach, FL 33139
Attn: Jorge Gonzalez, City Manager
Telecopy:

AND

City of Miami Beach
City Attorney
1700 Convention Center Drive
Miami Beach, FL 33139
Telecopy:

To SMG:

SMG
701 Market Street, 4th Floor
Philadelphia, PA 19106
Attention: President
Telecopy: (215) 592-6699

AND

SMG
General Manager
1901 Convention Center Drive
Miami Brach, FL 33139
Telecopy:

AND

Stradley, Ronon, Stevens & Young
2600 One Commerce Square
Philadelphia, PA 19103
Attention: William R. Sasso, Esq. Or
Steven A. Scolari, Esq.
Telecopy: (215) 564-8120

13.9 Section Headings and Defined Terms.

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement. The terms defined herein and in any agreement executed in connection herewith include the plural as well as the singular and the singular as well as the plural, and the use of masculine pronouns shall include the feminine and neuter. Except as otherwise

indicated, all agreements defined herein refer to the same as from time to time amended or supplemented or the terms thereof waived or modified in accordance herewith and therewith.

13.10 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

13.11 Severability.

The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

13.12 Non-Waiver.

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

13.13 Certain Representations and Warranties.

(a) The City represents, warrants, and covenants to SMG the following: (i) all required approvals have been obtained, and the City has full legal right, power and authority to enter into and perform its obligations hereunder; and (ii) this Agreement has been duly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(b) SMG represents and warrants to the City the following: (i) all required approvals have been obtained, and SMG has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by SMG and constitutes a valid and binding obligation of SMG, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

13.14 Governing Law.

This Agreement will be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

ATTEST:

_____

CITY OF MIAMI BEACH, FLORIDA

By:_____

SMG

By:_____
Name:
Title:

EXHIBIT "A"

CITY AGREEMENTS

EXHIBIT "B"

BOOKING POLICY

(Please see attached)

MIAMI BEACH CONVENTION CENTER
MIAMI BEACH, FLORIDA

BOOKING POLICIES
EXHIBIT "B"

I. STATEMENT OF PURPOSE:

The Miami Beach Convention Center (the "MBCC" or the "Center") is a national and international convention, tradeshow, and multi-purpose facility owned by the City of Miami Beach and operated by SMG. The MBCC was enlarged and remodeled in part with Convention Development Tax proceeds with the primary objective of promoting and facilitating events and activities which have a significant impact in terms of Convention Development Tax generated.

In addition, the MBCC was developed with a secondary objective of providing services and facilities to respond to the needs of County and local activities which promote business and generally enhance the quality of life for the community the MBCC serves.

When booking the MBCC, consideration shall be given by both the Bureau and the Convention Center management to the following factors:

a) Significant impact in terms of Convention Development Tax generated;
b) Total number of hotel rooms required;
c) Projected revenue to the MBCC both in terms of direct space rental revenue, as well as projected revenue from concessions and other building services;
d) Time of year;
e) Potential for repeat booking; and
f) Previous history and experience of the potential user with respect to use of similar facilities.

II. SCHEDULING PRIORITIES:

A. **First Priority Events:** Generally speaking, first priority for scheduling facilities and dates in the MBCC is available to regional, national and international conventions, trade shows, cultural shows, corporate meetings and similar activities which are not open only to the general public, and have a significant impact in terms of Convention Development Tax generated. In order to be considered for a First Priority designation, an event shall:

- require in excess of 115,000 gross square feet of exhibit space contracted in the MBCC;

AND EITHER

- require a minimum of three nights with 1500 hotel rooms occupied on the peak night in Miami-Dade County

OR

be a long standing show, defined as one which has a minimum of 20 consecutive years usage in MBCC under the same ownership, is in good standing, which includes being current on all prior debts,

and has paid all contractual obligations in a timely fashion to the facility. If the show has multiple events in MBCC in a calendar year, the first priority designation applies to only one of the show events in the calendar year.

Convention Development Tax impact and hotel room counts are based on prior history of the event and are subject to verification by (1) the Bureau; or (2) at user's expense, a qualified independent surveyor pre-approved by the Convention Center Advisory Board, provided that such surveyor's results shall be subject to review and approval by the Convention Center Advisory Board. In order to be considered for First Priority designation, an event shall have demonstrated the hotel room count history during presentation of the identical event either in Miami-Dade County or, in the case of events which move from city to city on a rotational basis or are relocating from another location, the hotel room count history of the identical event shall be verified by the Bureau using generally accepted industry standards, (i.e., IACVB Cinet system or other) for such history verification.

Within the First Priority category, the Bureau will give preference to the event with the most significant impact in terms of Convention Development Tax generated. For purposes of conflict resolution , events having attained First Priority designation through the hotel peak room night verification process shall have precedence over those events having attained First Priority designation through the 20 year process.

In the event that First Priority Event status is granted, based in part upon the hotel room on peak night requirement as set forth above, the Convention Center Advisory Board shall require recertification of said hotel room requirement from First Priority Events every five (5) years from the most recent date of certification. In the instance that an event interrupts its regular scheduling, defined as failing to take place within six (6) months of its next anticipated presentation, First Priority status may be revoked.

B. **Second Priority Events:** Second priority for scheduling facilities and dates in the MBCC is available to consumer or public exhibitions, tradeshows (open to the trade only), local corporate meetings, special events, entertainment events, business meetings, and other activities which essentially draw from or appeal to the general public and/or local regional attendees and participants.

Within the Second Priority category, the MBCC will give preference to recurring public shows and tradeshows held on an annual basis with a proven record of success at the MBCC, which have produced significant revenue to the MBCC, and have a significant impact in terms of Convention Development Tax generated (Convention Development Tax impact data shall be provided by the user). The MBCC may offer alternate dates in a given year which may result in termination of other Second Priority scheduling reservations. The foregoing criteria may also be used by the MBCC to reschedule or select between Second Priority Events in the case where a scheduling reservation for a First Priority Event impacts tentative scheduling reservations for two or more Second Priority Events.

C. **Discretion:** Subject to the priorities set forth above, the General Manager may exercise his discretion as to the issuance, modification, or termination of scheduling reservations.

III. BOOKING PROCEDURES

Reservations more than twenty-four (24) months before an event are normally handled through the Greater Miami Convention and Visitors Bureau (the "Bureau"), subject to approval of the MBCC, and are subject to the guidelines of Section II herein.

Facility and space scheduling commitments for First Priority Events may be made as far in advance as is necessary or appropriate and may supersede requests for other events and activities, unless a Lease Agreement has been previously executed by the MBCC and the user for such other event. Lease Agreements for First Priority Events may be entered into as far in advance as necessary or appropriate at the discretion of the General Manager of the MBCC (the "General Manager").

Tentative facility and date scheduling reservations for Second Priority Events are generally made not more than three years in advance, and are subject to change to accommodate First Priority Events, unless a Lease Agreement has been previously executed by the MBCC and user for such event. However, large consumer and public exhibitions and trade shows held on an annual basis may, at the discretion of the General Manager, obtain tentative scheduling reservations for facilities and dates on a long-term basis, subject to rescheduling or termination to accommodate First Priority Events. Lease Agreements for Second Priority Events, shall, upon request of the party holding the reservation, be issued twenty-four (24) months prior to the event. The Lease Agreement shall provide that if the Bureau has a potential First Priority Event seeking to lease the facility during Lessee's contracted dates, and within the fifteen to twenty-four month period prior the Lessee's event, the Lessee shall agree to use its best efforts to move its event a few days either way in order to accommodate the First Priority Event.

Facilities and dates will be tentatively held pending notification to the contrary by either party. In the event a tentative commitment is released by the MBCC, the requesting party will be notified the facilities and/or dates have been released.

Facilities and dates reserved on First Option are reserved tentatively, but a conflicting commitment for the facilities and dates generally will not be made in favor of a second requesting party within the same scheduling priority without first offering the party holding a First Option an opportunity to either execute a lease agreement or release its reservation. A First Option held by a Second Priority Event can always be superseded by a First Priority Event, unless a lease agreement has been previously executed. At the discretion of the General Manager, a party with a First Priority Event holding a First Option may be required, within seven (7) days of written notice, to execute a lease agreement and post a deposit at any time that the General Manager has a good faith request in writing from another First Priority Event for the same dates.

Facilities and dates reserved on a Second Option basis will be reserved tentatively, and the absence of a valid First Option hold for the same space and time shall not guarantee the elevation of a Second Option hold to a First Option hold.

Facilities and dates are considered as confirmed or under contractual commitment only upon execution of a MBCC Lease Agreement by the event sponsor and the City of Miami Beach specifying all details of the commitment. However, facilities and dates may be held as "firm" upon receipt of a letter of confirmation signed by both the event sponsor and the General Manager, pending the preparation, negotiation, and execution of a Lease Agreement. In the event such a letter of confirmation is signed

by both the sponsor and the General Manager, no conflicting scheduling will be made during a reasonable period to preparation, negotiation, and execution of a Lease Agreement.

IV. PROTECTION CLAUSE:

A Protection Clause shall, upon the recommendations of the Convention Center Advisory Board, the General Manager, and subject to the approval of the City Manager, be granted to recurring local, regional, and international public and tradeshows with a proven record of success, defined herein as the successful completion of at least two consecutive shows in two years, which have produced significant revenue to the MBCC. If granted, such Protection Clause will be included in the Lease Agreement and, thereafter re-reviewed every three (3) years by the Convention Center Advisory Board and the General Manager, and subject to the approval of the City Manager, in future Lease Agreements. Notwithstanding the foregoing, the granting of a Protection Clause in a Lease Agreement shall not vest any right (s) or reliance on the part of the Lessee as to the granting of said Clause in subsequent or future Lease Agreements, but shall at all times be subject to the review and approval procedures set forth here:

In consideration for the continuation of a Date Protection clause inclusion in subsequent lease agreements, the Convention Center Advisory Board recommendation and City Manager approval shall consider the following criteria:

- Required usage of at least 115,000 gross square feet of exhibit space
- Event history and trending of total revenue to the MBCC
- Event history and trending of net square footage utilized in the MBCC
- Event history and trending of attendance in the MBCC
- Timeliness and adherence to payment terms at the MBCC
- Continuous scheduled presentation of the event at the MBCC
- Compliance by lessee with MBCC building operating policies and procedures

The Protection Period shall not exceed a total of sixty (60) days, plus the show days. The number of days prior to and after the event shall be the subject of agreement between the Lessee and the General Manager, but a minimum of fifteen (15) days shall be required on each side of the event. Upon the recommendation of the Convention Center Advisory Board, a Protection Clause in excess of sixty (60) days may be granted for highly competitive events with highly significant revenue to the MBCC. In the instance that an event interrupts its regular scheduling, defined as failing to take place within six (6) months of its next anticipated presentation, its Date Protection status may be revoked.

If a Protection Clause is granted, it will read as follows:

> **PROTECTION CLAUSE:**
> Lessor agrees that it will not lease any portion of the Convention Center facility to any Competing Event for the period commencing _____ days before Lessee's first show day, and concluding _____ days after Lessee's last show day (the "Protection Period"). A "Competing Event" is hereby defined as an event which has thirty percent (30%) or more of the total number of exhibitors/booths in the same event showing/selling product lines in the Lessee's event; provided, however, that a show that is open to the public shall never be deemed a Competing Event with a show open only to the trade, and vice versa. The determination of whether or not an event is a "Competing Event" shall be solely within the

discretion of the General Manager, and shall be based upon the product lines in the proposed event's prior shows.

V. DEPOSIT SCHEDULES:

Deposits are required for all activities upon execution of a formal MBCC Lease Agreement.

A. **First Priority Events:** A deposit in the amount of one day's minimum guaranteed rental per hall, or such other deposit as the General Manager may authorize, is required upon execution of the Lease Agreement. For events leased several years or more in advance, special arrangements may be negotiated, at the Center's option, for a lesser deposit upon lease execution, with the deposit balance due and payable sixty (60) days in advance of the event.

B. **Second Priority Events:** A minimum deposit will be required upon execution of the Lease Agreement as follows: one day's minimum guaranteed rental for the first hall, and an additional 33-1/3% of one day's minimum guaranteed rental for each additional hall. However, first-time events without a past history of success, and event sponsors with inadequate references, or prior event sponsorships, a record of slow payment, etc., may be required, at the Center's option, to remit up to one hundred percent (100%) of anticipated rental and related expenses upon execution of Lease Agreement.

VI. VARIANCE FROM POLICY:

Events and circumstances not covered in the above scheduling policies may be subject to special conditions, and as deemed appropriate by the City Manager. No variance from the Center's policies, as represented in the above terms, may be made without first being submitted to the General Manager and CCAB for consideration.

REV. 120789, 060890, 070892, 060398, 051299, 070799, 051601

EXHIBIT "C"
Strategic Marketing and Sales Plan
For Convention Center

The Strategic Marketing and Sales Plan is intended to competitively position the Convention Center and shall include the following:

- Review of business mix for the past five years
- Review of industry trends for specific business types, to include:
  - Conventions
  - Trade Shows
  - Corporate Meetings
  - Consumer Shows
  - Other Events
- Identification of business type responsibilities
  - SMG
    - Consumer Shows
    - Trade Shows
    - Corporate Meetings
    - Other Events
  - GMCVB
    - Conventions
    - Trade Shows
    - Corporate Meetings
- Identification of "most desirable event" parameters
  - Citywide impact
  - Facility Impact
- Outline of sales support efforts for GMCVB responsibilities
  - FAM Trips
  - Industry event attendance
  - Sales blitzes
  - Proposal responsiveness
- Outline of sales efforts for SMG responsibilities
- Review of five year calendar and development of strategy for addressing open booking windows
- Review of advertising and promotion strategies, and further enhancements of same
- Review of technological tools available for marketing
  - Email
  - Websites
- Review of ancillary services and projected enhancements
  - Service enhancements
  - Revenue enhancements
- Review and development of sales incentives available

        - Review and development of parameters for offering
        - Review and development of information required for evaluation
        - Clarify approval process for same
    - Review of availability of integration of initiatives with other City functions
        - Marketing of City attractions to MBCC users
        - Use of additional City venues for functions
        - Coordination of event planning with City departments
    - Develop a marketing strategy for potential Convention Center Expansion.

EXHIBIT "D"

Strategic Marketing and Sales Plan For Theater

The Strategic Marketing and Sales Plan is intended to competitively position the Theater and shall include the following:

- Review of business mix for the past three years
- Review of industry trends for specific business types, to include:
  - Conventions/Corporate Meetings
  - Concerts
  - Family Shows
  - Performing Arts
  - Broadway
  - Television
  - Other Events
- Identification of "most desirable event" parameters
  - Citywide impact
  - Facility Impact
- Review of five year calendar and development of strategy for addressing open booking windows
- Review of advertising and promotion strategies, and further enhancements of same
- Review of technological tools available for marketing
  - Email
  - Websites
- Review and development of incentives available
  - Review and development of parameters for offering
  - Review and development of information required for evaluation
- Review and development of promotion and co-promotion strategies
- Development of strategy for impact from Miami Performing Arts Center
  - Review of current business mix and likelihood to use PAC
  - Establish dialogue with PAC for cooperative efforts
  - Identification of potential replacement business
- Review and development of service, affinity programs
  - Gleason Concierge
  - Gleason Gourmet
- Review of relationships to local arts organizations
- Review of synergies available for other City facilities
- Review of availability of integration of initiatives with other City functions
  - Coordination of marketing/PR efforts
  - Use of additional City venues for functions
  - Coordination of event planning with City departments
  - Coordination of industry sales efforts with City industry liaisons

        - Film and Print
        - Television
    - Aggressively and effectively market and maximize use of Theater, in accordance therewith.

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EXHIBIT "E"

MINIMUM OPERATING AND MAINTENANCE STANDARDS

PERSONNEL

1. Contractor shall recruit and, at all times, employ a general manager and administrative and accounting personnel to be responsible for the overall management and operation of the Center and the Theater.

2. Contractor shall recruit and, at all times, employ adequate personnel to maintain the following functions: general security, janitorial, housekeeping and cleaning for both event and nonevent cleanup; landscaping services, electrical systems; plumbing; air conditioner operation; painting and general overall continuous maintenance of the Center and Theater to assure that the facilities are clean and operational at all times.

3. Contractor shall recruit and, at all times, employ personnel to stage and coordinate events to assure that all events occur with minimal delays and interruptions to the users.

4. Contractor shall recruit and, at all times, employ personnel to develop, place, circulate and implement a sales and marketing program for the Center not in conflict with the booking policy and the Theater for a Summer Season.

5. Contractor shall recruit and, at all times, employ, either on temporary or permanent basis, all special staffing as requested by the users of the Center.

6. Contractor shall recruit and, at all times, employ necessary supervisors for all employees to assure that a high standard of personnel productivity is maintained.

7. Contractor shall recruit and, at all times, employ individuals in accordance with an affirmative action policy. Such policy required to be established in writing and approved by the City of Miami Beach.

8. Personnel employed shall reflect personal cleanliness, shall be courteous at all times and shall not use improper language or act in a loud or boisterous manner.

9. Contractor shall provide for a progressive disciplinary policy for all employees who do not act in a courteous manner, are not productive and who do not habitually practice the highest standard of cleanliness and service to the users of the Center and Theater.

EXHIBIT "E"

GENERAL SECURITY

1. Contractor shall recruit and, at all times, employ a security manager to provide for the overall security of the Center and the Theater.

2. Contractor shall recruit, and at all times, employ, or provide through a contractual service, personnel to ensure the safe guarding of all City assets during non event hours. This function shall at a minimum include night watchmen for both the Center and the Theater.

JANITORIAL, CLEANING AND HOUSEKEEPING

1. The Center and the Theater shall be clean at all times. This includes general cleaning during nonevent times as well as during events.

2. Restrooms are to be cleaned continuously during events and on a periodic basis during nonevent times to assure that they are in functional and sanitary condition at all times. Soaps, towels and toilet paper shall be provided in adequate quantity at all times.

3. Garbage and trash shall be removed on a continuous basis during events an on an as needed basis during nonevent times. Removal of garbage and trash will be at the operator's expense. Special care to insure minimal problems from refuse odor shall be taken. Trash receptacles shall be conveniently stationed throughout the facilities to insure a clean and sanitary appearance at all times.

4. Carpet shall appear clean at all times. Carpets shall be vacuumed on an as needed basis, daily during event times. Stains should be cleaned when reported. Cleaning of the carpets s hall occur on a quarterly basis, more often the need exist.

5. Terrazzo flooring and the exhibition hall flooring shall be cleaned and polished at all times. Spills or other conditions which present a hazard to patrons shall be adequately marked and cleaned immediately.

6. Windows shall appear clean at all times. Windows shall be cleaned a minimum of once a month, more often should the need exist.

7. Walls shall appear clean at all times. Marks during events shall be removed after the event either by washing or painting prior to the next event.

8. Extermination for all pests and rodents (except termites) shall occur on a monthly basis, more often should evidence of pest be discovered.

9. Entrance doors and mirrors shall appear clean at all times. Cleaning of these should be done at a minimum of once a month, more often should the need exist.

LANDSCAPING

1. Indoor landscaping should be watered as the type of plant demands. Dry plant areas shall be allowed to become completely dry before watering and then water is to be applied as thorough drench. Moist plant areas are to be kept uniformly moist and they shall never become completely dry except for a short time period. Wet plant areas are to be kept constantly at field only by drenching.

2. Indoor landscaping shall be fertilized on a monthly basis. Over one year's time, approximately 3 pounds of pure nitrogen per 1,000 square feet of planted area should be applied. Fertilizer must be odor free and must not touch plant edges. It should be washed into the soil immediately.

3. Indoor landscaping should be insect free. Constant examination of all plant material must be conducted.

4. Indoor landscaping should be dust free at all times.

5. The grounds surrounding the Center and the Theater shall be maintained in a healthy, growing, clean and attractive condition throughout the year.

EQUIPMENT MAINTENANCE

1. Equipment shall be maintained in the full force and effect of all dealers and manufacturer's warranties and guarantees available.

2. Equipment shall be maintained to eliminate all disruptive equipment failures and enhance operation of day to day business activities.

3. Each piece of equipment shall be maintained in accordance with the manufacturers recommended maintenance schedules, copies of which will be given to the successful proper.

RESOLUTION NO. 97-22543

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AN INCREASE IN THE SUBSIDY PERCENTAGE FOR SENIOR CITIZENS' AND STUDENTS' THEATER TICKETS AT THE JACKIE GLEASON THEATER OF THE PERFORMING ARTS (TOPA), BY APPROVING AN INCREASE OF THE COMMUNITY BENEFIT FUND SENIOR CITIZEN/STUDENT TICKET SUBSIDY FROM 75 PERCENT TO 80 PERCENT OF FACE VALUE, UP TO $35.00.

WHEREAS, in 1983, the City established a $1.00 surcharge on all tickets sold at TOPA, to be deposited in a fund administered by the Community Benefit Committee (CBC); and

WHEREAS, the monies in this fund are used to subsidize not less than 50% of the cost of theater tickets, up to a face value of $35.00, for senior citizens/students of Miami Beach; and

WHEREAS, subsequent actions by the CBC and the Mayor and City Commission have increased this level of subsidy to its current 75% of face value up to $35.00; and

WHEREAS, the CBC has reviewed the current financial condition of the fund; and

WHEREAS, the CBC has approved a recommendation to increase the subsidy of these tickets from 75% to 80% of face value up to $35.00.

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 an increase in the subsidy percentage for senior citizens' and students' theater tickets at the Jackie Gleason Theater of the Performing Arts (TOPA), by approving an increase of the Community Benefit Fund Senior Citizen/Student ticket subsidy from 75% to 80% of face value, up to $35.00.

PASSED and ADOPTED this 8th day of October, 1997.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 9/25/97 Date

JGP:MDB:lcd
F:\CMGR\ALL\COM-MEM.97\CBCSS.RES

Exhibit "F"

RESOLUTION NO. 92-20545

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CONSOLIDATING, RESTATING AND AMENDING RESOLUTIONS NOS. 83-17447, 84-17882, 86-18392, 88-19183 AND 89-19781 CREATING THE COMMUNITY BENEFIT COMMITTEE FOR THE PERFORMING ARTS AS A CITY ADVISORY BOARD; AND ESTABLISHING ITS DUTIES, RESPONSIBILITIES, MEMBERSHIP, TERMS OF OFFICE AND FUNDING; AND PROVIDING FOR ADDITIONAL FUNDING USES.

WHEREAS, the Theater of the Performing Arts (hereinafter sometimes referred to as "TOPA") is a municipal facility which the City Commission is desirous of making readily available to the residents of the City of Miami Beach to enhance the public good and to enrich the public amusement and general welfare of the residents of the City of Miami Beach; and

WHEREAS, the City Commission of the City of Miami Beach hereby intends to create and implement the Community Benefit Committee for the Performing Arts as an advisory board to the City for the purpose of recommending the utilization of funds as hereinafter set forth, which funds shall be used to present and promote performances, programs, shows and entertainment at reduced admission prices or free admissions for the residents of Miami Beach; and

WHEREAS, the City of Miami Beach and its residents shall benefit from this increased awareness, use and enjoyment of the Theater of the Performing Arts, which shall be facilitated by the creation of the Advisory Board to be known as the Community Benefit Committee for the Performing Arts; and

WHEREAS, pursuant to Resolution No. 83-17447, as amended by Resolutions Nos. 84-17882, 86-18392, 88-19183 and 89-19781, the City Commission of the City of Miami Beach created a Community Benefit Committee for the Performing Arts and set forth its duties, responsibilities, membership and funding.

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

1) That an Advisory Board to be called the "Community Benefit Committee for the Performing Arts" is hereby created, which shall consist of eleven (11) members, which members shall be appointed at large by the City Commission.

2) The eleven (11) members of the Community Benefits Committee for the Performing Arts shall include five (5) members who are primary users of the Theater of the Performing Arts, and six (6) members who are local community and civic leaders. All terms shall be for a two (2) year term expiring on December 1st of every even year, provided that current members shall serve until December 1, 1994.

3) The duties and responsibilities of this Advisory Board shall include:

a) Advise and recommend to the City Commission the most efficient allocation of City of Miami Beach Endowment funds mentioned below for the purchase of tickets for general performances and resale to senior citizens residing in Miami Beach at discounts of fifty (50%) per cent or more and to consider the presentation and promotion of performances, programs, shows and entertainment for the benefit and enjoyment of the residents of the City of Miami Beach to be held at the Theater of the Performing Arts at reduced admission prices, or for free admission to senior citizens residing on Miami Beach;

b) Advise and recommend to the City Commission and the City administration the best procedures for publicizing the existence and availability of the above-mentioned tickets and performances, programs, shows and entertainment to the residents of the City of Miami Beach, including the method of distributing or selling such tickets to senior citizens residing on Miami Beach;

c) Advise and recommend to the City Commission and the City administration suitable and first-class entertainers, artists, performances and presentations for the Theater of the Performing Arts as set forth herein;

d) Such related duties and responsibilities as may be further resolved by the City Commission.

4. There is hereby established and created a separate and independent City of Miami Beach interest-bearing bank account, which municipal bank account shall be administered and managed by the City of Miami Beach for the funding of the foregoing ticket purchases and additional performances, programs, shows and entertainment, and direct costs incurred for such purposes. For the Phantom of the Opera series only, which is tentatively scheduled for October 12th through November 20th, 1993, the proceeds of the $1 surcharge from the Phantom series may be used to fund the improvements to TOPA as set forth in City of Miami Beach

Bid No. 91-91/92, which are required to accommodate the Phantom of the Opera series.

5. The funding for this bank account shall be attained by imposing a One Dollar ($1.00) per ticket surcharge on the tickets sold for each performance, inclusive of taxes on the surcharge. The One Dollar ($1.00) ticket surcharge on the tickets sold for each performance shall not be included in the calculation of "gross receipts" nor included in any gross receipts rental charge, nor in any other way considered a part of the rental, paid by the lessees of the Jackie Gleason Theater of Performing Arts. This funding shall commence with the 1984-1985 fiscal year on November 1, 1984 and be applicable to the Jackie Gleason Theater of the Performing Arts' performances thereafter. The aforementioned surcharge shall be contingent upon a majority of the votes in the City of Miami Beach Special Election on November 1, 1983, being in favor of the issuance of general obligation bonds for structural and acoustical additions, renovations and improvements to the Jackie Gleason Theater of the Performing Arts. The City Internal Auditor shall have the authority to audit books and records of each promotor who collects the $1.00 surcharge, said audit to only pertain to the box office statements for each event. The $1.00 surcharge set forth herein shall not be subject to waiver under any circumstances.

6. This resolution shall remain in effect, unless repealed, until the retirement or maturity of the aforementioned Theater of the Performing Arts general obligation bonds, whichever first occurs.

7. Resolutions Nos. 83-17447, 84-17882, 86-18392, 88-19183 and 89-19781 are hereby consolidated, restated and amended to conform with this Resolution.

PASSED and ADOPTED this 8th day of July, 1992.

MAYOR

ATTEST:

Richard E. Bogue
CITY CLERK 7/15/92

PNB:lm

C:RESOLUTI\COMBENEF.PER
July 1, 1992

FORM APPROVED
LEGAL DEPT.
By [signature]
Date 7/1/92

Exhibit "F"

RESOLUTION NO. 93-20694

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, PROVIDING THAT COMPLIMENTARY TICKETS FOR PERFORMANCES AND EVENTS AT TOPA AND THE CONVENTION CENTER WHICH WOULD OTHERWISE BE RECEIVED BY THE MAYOR, CITY COMMISSIONERS AND CITY EMPLOYEES SHALL HEREAFTER BE MADE AVAILABLE TO DISADVANTAGED YOUTHS, DISABLED PERSONS, SENIOR CITIZENS AND OTHER INDIVIDUALS WHO DO NOT HAVE THE FINANCIAL ABILITY TO PURCHASE TICKETS FOR CULTURAL EVENTS.

WHEREAS, pursuant to contracts between the City of Miami Beach and producers and promoters of performances and events of the City of Miami Beach Theater of the Performing Arts (TOPA) and the Miami Beach Convention Center, the Mayor, City Commissioners and City employees currently receive tickets for various events and performances occurring at those facilities; and

WHEREAS, the City Commission believes that these tickets should be utilized for the benefit of disadvantaged youths, disabled persons, senior citizens of the City and other individuals who do not have the financial ability to purchase tickets for cultural events; and

WHEREAS, it is fitting and proper that cultural events should continue to be available to disadvantaged youths, disabled persons, our fine senior citizens and other individuals who do not have the financial ability to purchase tickets for cultural events; and

WHEREAS, City sponsored programs for the use and benefit of the disadvantaged youths, disabled persons, senior citizens and other individuals who do not have the financial ability to purchase tickets for cultural events are necessary and proper; and

WHEREAS, organizations, such as the Miami Heat, have created programs for this purpose.

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

1) That the following City Officials shall receive a maximum of four (4) complimentary tickets for one performance of all new productions or events at TOPA and the Convention Center for which such tickets are available:

   (1) Mayor and City Commissioners

   (2) City Manager

(3) City Attorney

The following City officials shall receive a maximum of two (2) complimentary tickets for one performance of all new productions or events at TOPA and the Convention Center for which such tickets are available.

(1) Senior Assistant City Manager, Contract Administrator

(2) Chief Deputy City Attorney

2) Any and all remaining tickets shall be donated to disadvantaged youths, disabled persons, senior citizens of Miami Beach and other individuals who do not have the financial ability to purchase tickets for cultural events.

3) The City administration shall develop guidelines and appropriate procedures with regard to the administration of this program and shall submit said guidelines and appropriate procedures to the City Commission for final approval.

PASSED and **ADOPTED** this 6th day of January, 1992.

ATTEST:

/s/ Richard E. Brown
City Clerk

/s/ Seymour Gelber
Mayor

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FORM APPROVED
LEGAL DEPT.
By Lawrence Langwald
Date 1/7/1993

MIAMI BEACH CONVENTION CENTER AND JACKIE GLEASON THEATER
Capital Expense Projections for Fiscal Years Ended September 30, 2004 - September 30, 2008

	9/30/2004	9/30/2005	9/30/2006	9/30/2007	9/30/2008	TOTAL
MECHANICAL:						
MBCC ESCALATOR CHAIN REPLACEMENT Six escalators on the West side of the Convention Center are showing signs of wear on the main chains.	$45,000					$45,000
MBCC & JGT ELEVATOR UPGRADES The upgrades are beyond the maintenance contract		$50,000			$50,000	$100,000
MBCC REPLACEMENT OF WEST SIDE ESCALATORS West side escalators are over 25 years old. The typical life expectancy is 15 to 20 years in high traffic areas					$700,000	$700,000
MBCC WEST ATRIUM ESCALATOR Currently the Convention Center has two escalators leading from the second level West Atrium to the Skywalk. During meeting breaks the amount of congestion creates both safety issues and movement in a timely manner. Therefore, an additional reversible escalator is needed.		300,000				$300,000
NW CHILLER ROOM DEMOLITION The North West Chiller Room currently houses a chilled water plant, which is over 40 years old. Removing the chiller plant would allow for Approximately 3,000 sq. ft. of storage space		$125,000				$125,000

Capital Expense Projections for Fiscal Years Ended September 30, 2004 - September 30, 2008

	9/30/2004	9/30/2005	9/30/2006	9/30/2007	9/30/2008	TOTAL
MBCC & JGT REPLACEMENT OF S.E. CHILLERS The South East Chiller room at the Convention Center currently has 3 chillers that date back to 1974. We are recommending replacing with one 800-ton chiller, and one 400-ton. These will be utilized to cool the Theater and meeting rooms when the large 1200-ton chillers are not required, resulting in increased efficiency.	$300,000	$300,000				$600,000
MBCC & JGT 1200 TON CHILLER REPLACEMENT The Convention Center currently maintains 4 1200-ton Chillers, which date back to 1989. The chillers are not energy efficient, require considerable maintenance, and operate with freon which is not environmentally friendly. We propose replacement of 2 of 4 over the next five years.		$3,600,000				$3,600,000
MBCC C & D LOBBY & MEETING ROOM AIRHANDLERS The existing airhandlers are old and in poor condition. Replacement will increase efficiency and reduce maintenance costs.		$250,000				$250,000
MBCC AIR PURIFICATION SYSTEM The air purification systems would be installed in the MBCC Executive Office, Catering Offices, and Operations Office to improve air quality over current.		$20,000				$20,000
MBCC SIEMENS A/C COMPUTERIZED RETROFIT The computerized system for Airconditioning is currently 13 years old, and obsolete. This is a periodic technological upgrade to increase flexiblity.			2,000,000			2,000,000

Revised August 27, 2003

Exhibit "G"

Capital Expense Projections for Fiscal Years Ended September 30, 2004 - September 30, 2008

	9/30/2004	9/30/2005	9/30/2006	9/30/2007	9/30/2008	TOTAL
ELECTRICAL & AUDIO VISUAL						
MBCC & JGT SWITCH GEAR TESTING A portion of the switch gear in the facilities is over 25 years old. The typical life expectancy for switch gear is 25-30years. Budget is for testing and any necessary refurbishment.	$70,000					$70,000
MBCC LIGHTING CONTROL SYSTEM REPLACEMENT The lighting control system at the Convention Center is 6 years old. Life expectancy is between 5-10 years.				$500,000		$500,000
JGT LIGHTING CONTROL SYSTEM FOR THE THEATER The lobby lights at the Theater are currently controlled by breakers. The system needs to be computerized with a central control for energy efficiency.				$250,000		$250,000
MBCC WEST SIDE MEETING ROOM DIMMER REPLACEMENT The meeting room dimmer system is 13 years old. life expectancy is between 10-15 years. This will complete the project started on the east side in 2002-03.		$300,000				$300,000
MBCC UNGERBOECK EVENT MANAGEMENT PROGRAM SMG has partnered with Underboeck to develop an Event Management Program designed to produce event resumes		$30,000				$30,000

Exhibit "G"

Revised August 27, 2003

Capital Expense Projections for Fiscal Years Ended September 30, 2004 - September 30, 2008

	9/30/2004	9/30/2005	9/30/2006	9/30/2007	9/30/2008	TOTAL
MBCC MEETING ROOM SOUND SYSTEMS The existing sound system was installed in 199l. Funding in 05 and 07 will replace amplifiers as needed.		$25,000		$25,000		$50,000
MBCC VIDEO INFORMATION SYSTEM Internal video information system that would incorporate event information and advertising, with no intent to compete with other initiatives.		$100,000				$100,000
SECURITY & LIFE SAFETY: MBCC & JGT SECURITY CAMERA REPLACEMENT This is an on-going replacement to keep the system operable and up-to-date.	$25,000	$25,000	$25,000	$25,000	$25,000	$125,000
SECURITY CAMERA SYSTEM UPGRADES Upgrades include additional cameras, digital recording and door alarms (Per Kroll study)	$150,000	$150,000	$100,000		$100,000	$500,000
MBCC & JGT LIFE SAFETY UPGRADES Life safety studies are being done F/Y 03 to determine upgrades in exiting, emergency lighting, fire sprinkler systems, fire alarms, etc.		$1,000,000				1,000,000

Exhibit "G"

Capital Expense Projections for Fiscal Years Ended September 30, 2004 - September 30, 2008

FF&E	9/30/2004	9/30/2005	9/30/2006	9/30/2007	9/30/2008	TOTAL
MBCC & JGT COMPUTERS Upgrade of computer equipment.		$140,000			$150,000	$290,000
MBCC SEATING RISER MAINTENANCE The telescoping risers at the Convention Center have not received an extensive over-haul since 1992. To maintain the structural integrity of the riser system it is recommended that Hussey Seating, the original manufacturer of the seating system be retained.		$400,000				$400,000
MBCC CARDBOARD BALER Two cardboard balers are needed for recycling & reduction of trash pulls (and associated charges)	$25,000					$25,000
MBCC ENVIROWASTE SYSTEM TRASH PULVERIZERS (2 Purchase of the trash pulverizers will reduce the number of open-top trash pulls and associated charges, with the ability to compact increasing efficiency of trash removal up to 80%.	$160,000					
MBCC & JGT CLEANING EQUIPMENT This is an on-going replacement of cleaning equipment required to maintain the facilities	$50,000	$50,000	$50,000	$50,000	$50,000	$250,000
MBCC & JGT LINEN REPLACEMENT This is an on-going replacement of Convention	$25,000	$25,000	$25,000	$25,000	$25,000	$125,000

Revised August 27, 2003

Exhibit "G"

Capital Expense Projections for Fiscal Years Ended September 30, 2004 - September 30, 2008

	9/30/2004	9/30/2005	9/30/2006	9/30/2007	9/30/2008	TOTAL
Center and Theater table linen and skirting.						
MBCC						
TABLES AND CHAIRS		$50,000	$50,000	$25,000	$300,000	$425,000
Table and chair replacement as needed						

Exhibit "G"

Capital Expense Projections for Fiscal Years Ended September 30, 2004 - September 30, 2008

	9/30/2004	9/30/2005	9/30/2006	9/30/2007	9/30/2008	TOTAL
MBCC & JGT LOUNGE AND RESTAURANT FURNITURE Replacement of JGT furniture in 04, and replacement of MBCC restaurant furniture in 05. Furniture has a five year life expectancy.		$100,000		$300,000		$400,000
MBCC REPLACEMENT OF CONCOURSE BENCHES This project will serve to replace existing benches from 1991			$100,000			$100,000
MBCC PODIUM REPLACEMENT Maintain current inventory of podiums.		$30,000			$30,000	$60,000
MBCC & JGT SCOOTER REPLACEMENT This is an on-going replacement of our fleet of electric scooters.		$25,000		$25,000		$50,000
GENERAL BUILDING MAINTENANCE & OPERATIONS:						
MBCC EAST RESTAURANT REMOVAL OF GRILL WORK In 2002 the hanging sculpture war removed from the Police Station, and relocated above the East Restaurant. The grill work over the seating area blocks the view of the sculpture. In addition the grill work has a dated look.	$25,000					$25,000
JGT ADA SIGNAGE PROGRAM ADA signage is scheduled to follow the Restroom/ Interior renovations in F/Y 05		$75,000				$75,000

Capital Expense Projections for Fiscal Years Ended September 30, 2004 - September 30, 2008

	9/30/2004	9/30/2005	9/30/2006	9/30/2007	9/30/2008	TOTAL
MBCC & JGT DOORS AND WINDOWS Replacement of Door and Hardware based on approximately 10 doors per year at $1,300 per door		$13,000	$13,000	$13,000	$13,000	$52,000
MBCC AIRWALL RECOVERING The airwalls (room divider system) at the Convention Center is over 12 years old. The request for funding is to recover the airwalls in meeting rooms		$250,000				$250,000
REPLACEMENT OF C & D LOBBY DESKS The current large desks are 13 years old, and require updating to maintain there usefulness as concierge desks.		$25,000				$25,000
MBCC CARPET REPLACEMENT West side carpet has an approximated 5 year life in ballroom areas. East side has an approximate 8 - 10 year life expectancy.				$250,000		$250,000
MBCC EAST SIDE CEILING TILE REPLACEMENT West side tile was replaced in 2002. The East side tile was installed in 1990, and has a 15 - 20 year life expectancy.					$800,000	$800,000

Exhibit "G"

Capital Expense Projections for Fiscal Years Ended September 30, 2004 - September 30, 2008

	9/30/2004	9/30/2005	9/30/2006	9/30/2007	9/30/2008	TOTAL
MBCC Painting project include sidewalks, interior, and exterior areas which are difficult to reach and maintain		$100,000	$50,000	$50,000	$50,000	$300,000
JGT Painting project to include Hall Interior		$150,000				$150,000
MBCC & JGT Painting of exteriors (completed in 02)					$1,000,000	$1,000,000
MBCC & JGT LANDSCAPING GENERAL	$25,000	$25,000	$25,000	$25,000	$25,000	$125,000
MBCC & JGT LANDSCAPING CONVENTION CENTER & THEATER Replace Interior and Exterior landscapes (as needed)			$125,000			$125,000
GENERAL PLUMBING		$25,000	$25,000	$25,000	$25,000	$100,000
MBCC & JGT MISCELLANEOUS REPLACEMENT	$100,000	$200,000	$200,000	$200,000	$200,000	$900,000
TOTAL MBCC & JGT PROJECTS	**$1,000,000**	**$7,958,000**	**$2,363,000**	**$1,488,000**	**$2,243,000**	**$14,267,000**

MIAMI BEACH CONVENTION CENTER - JACKIE GLEASON THEATER
LONG TERM CAPITAL PROJECTIONS:

Following is a list of major building systems and materials in relationship to their anticipated life spans. The items fall into two categories. Some items need to be replaced because they are mechanical devices with moving parts that finally wear out. Items of a finish nature similarly have a limited life span. The second category includes items that may still have usefulness, but have become technologically obsolete. These are designated in the chart as having a "technological life".

CATEGORY ONE: Building Maintenance (All costs reflect 2002 dollars):

Mechanical/Plumbing System

MBCC Chillers			
Replacement of SE Chillers 03	25 year life span; replace again '28	$900,000 replacement	$900,000
Replacement of 4 main chillers 04	25 year life span;	replacement cost in five year plan	
MBCC Cooling Towers 02	15 - 20 year life span: currently being replaced	replace again in 30 years	
AC roof top units (28) Replaced in 01	Ten year life span	Replace twice at $600,000	$1,200,000
MBCC Air handling units 03 East Wrap and Halls A, B, & C are 13 years old. Hall D & C & D Ballrooms are scheduled for replacement in 03	15 - 20 year life span replace all but Hall D in 30 years	$2,500,000 to replace all but Hall D	$2,500,000
JGT Air Handling Units Current units are 20 years old	25+ year life span; replace once in 30 years	$500,000 to replace existing 10 air handlers	$500,000
Plumbing			
West Wrap Sprinklers were replaced in 02 East Sprinklers are 12 years old	25+ year life span; replace once	$1,000,000 for East and Halls	$1,000,000

Electrical System

MBCC Main Switchgear Hall D switch gear dates back to 1964. Hall C and West Wrap to 1973, and Halls A & B to 1989	25 - 30 year life span	$400,000 to replace all	$400,000

Switchgear Testing Scheduled for 04	Recommended every 5 years; done 3 times	$150,000 per test	$450,000
MBCC Lighting Controls Done in 1996	15 year technological life	$550,000 to redo lighting controls	$550,000
MBCC/JGT Lighting Fixtures	General lighting attrition, technological advancement & refurbishment	$350,000 over a ten year period	$1,050,000
MBCC/JGT Security System Installed in 1995	15 year technological life	$200,000 replace twice	$400,000
MBCC & JGT Life Safety Upgrades Life safety study to be completed in 03	15 - 20 year technological life	$500,000 upgrade/replacement	$500,000
Communications/Audio Visual			
Telephone System System replaced in 2002	10 year technological life - replaced twice	$2,500,000 to replace system	$5,000,000
Audio Visual System Existing system is 12 years old	20 year technological life - upgrade once	Scheduled for replacement in 06	
MBCC & JGT Electronic Messaging Scheduled for replacement JGT 03 Scheduled for install MBCC 03	10 year technological life - upgrade once	$100,000 each	$200,000
Conveying Systems			
Elevators JGT has 2 elevators MBCC has 14 elevators (West Wrap 1974 - East side 1990)	25 year life span; replace once	16 at $100,000 each	$1,600,000
Escalators JGT has four escalators that are 12 years old. MBCC has twenty eight that are 12 years old & four that are 28 years old	25 year life span; replace once	68 at $125,000 each	$8,500,000

JGT Hydraulic Lift	50 year life span. At 50 year mark, recondition as needed	Twice at $75,000	$150,000
Building Enclosure			
MBCC & JGT Roof Replaced in 2001	20 year life span, replace once	Based on 01 replacement	$7,400,000
MBCC & JGT Waterproofing & Painting	8 year life span done in 2002; 3 times in 25 years	Approximately 500,000 sq. feet MBCC & 75,000 at JGT @ $1.05/ft.	$1,800,000
Interior Finishes			
MBCC Carpeting Replaced in 2002	Replace W. side 07	$500,000 in five year plan	
	Replace all 2012	$2,100,000	$1,200,000
	Replace W. side 2017	$500,000	$500,000
	Replace all 2022	$2,100,000	1,200,000
JGT Carpet Scheduled replacement 03	10 year life span replace twice	6,200 yes at $35.00/yd.	$435,000
Hall Floor Reseal	10 year life span	$500,000 per	$1,000,000
Terrazzo Floor Replacement	20 - 30 year life span	$85,000 for restoration	
Scheduled for 03	replace twice		
MBCC Painting Scheduled for 03	5 year life span; redor 5 times	1,000,000 sq. feet at $.50/ft. $500,000	$2,500,000
JGT Painting Scheduled for 03	5 year life span; redor 5 times	150,000 sq. feet at $.50/ft $75,000	$375,000

Exhibit "G"

MBCC Interior Refurbishment Scheduled for 03-04	10 year life span; redone once	$3,000,000 per refurbishment	$3,000,000
JGT Interior Refurbishment Scheduled for 03-04	10 year life span; redone once	$1,000,000 per refurbishment	$1,000,000
Doors and Hardware	10 doors per year	$1,300 each for door and hardware	$325,000
Acoustical Ceiling Tile West side done 02	15 year life span All once	East side scheduled ($800,000) for 07 273,000 sq. ft. of acoustical tile ceiling at $2.50/sq.	$1,365,000
Restroom Fixtures & Finishes Scheduled for 03-04	10 - 20 year life span; done once again in 25 years.	$55.00/sq. foot of 20,000 of restroom space	$1,100,000
Food Service Area Finishes Done by VSA 02-03	10 year life span; redone once aging in : years.	$70.00-$100.00 per square foot of food 35,000 sq. ft. of service space	$3,500,000
Operable Walls Refurbishment in 02-03	25 year life span; don once in 25 years	50,500 sq. ft. at $35.00/sq. foot	$11,767,500
Specialties:			
Landscaping Some landscaping refurbishment for 03	Annual replacement o plants in 5 year plan - additional for 20 years.	20 years at $25,000/year	$500,000
Graphics completed in 03	10 - 20 year life span; redone once in 25 years		$350,000
Kitchen Equipment: Walk-Ins, Hoods, Sinks, Tables VSA provided some updates	15 - 20 year life span: Done once in 25 year plan		$1,000,000
Kitchen Equipment: Fryers, Ranges	5 - 8 year life span; purchase 3 times	$1,500,000	$4,500,000

Exhibit "G"

FF&E

MBCC Furniture & Equipment Replenishment (some done in 98 - 02)	5 year life span: purchase 4 times	$750,000	$300,000
MBCC Seating Riser Replacement Current riser system is over 40 years old	30 year life span; replace once	$1,200,000 for a manual demountable system; a telescoping system would rune $2,000,000	$2,000,000
JGT Theater Seating Replaced in 1990	15 year life span on upholstery; 20 - 30 years on seating	$150 per chair for reupholstering; $400 per chair to replace @ 2,700 chairs	$1,485,000
		LONG TERM PROJECT TOTAL:	**$73,502,500**
		FIVE YEAR PLAN TOTAL:	
		TOTAL TWENTY FIVE YEAR PLAN:	**$87,769,500**

Exhibit "G"

Exhibit "H"

miami beach convention center

event and financial projections

for fiscal years 2003-04 through 2007-08

august 29, 2003

Miami Beach Convention Center & Jackie Gleason Theater
Event and Financial Projections for FY 2003-04 through 2007-08

Total Revenues	FY 2003-04	FY 2004-05	FY 2005-06	FY 2006-07	FY 2007-08
Total Number of MBCC Events	67	72	77	76	78
Occupancy Rate	52.8%	60.1%	59.7%	60.9%	59.5%
Total Number of JGT Use Days	210	220	180	200	210
Total MBCC Rent Revenues	$3,925,355	$4,528,911	$4,740,187	$ 4,839,640	$ 4,925,581
Service Income	$ 694,763	$ 815,204	$ 853,234	$ 871,135	$ 886,605
Total MBCC Ancillary Revenues	$2,346,543	$2,936,087	$3,056,766	$ 2,972,772	$ 3,057,081
Total MBCC Event Revenues	$6,966,661	$8,280,202	$8,650,187	$ 8,683,548	$ 8,869,267
Total JGT Event Revenues	$ 732,865	$ 785,545	$ 649,263	$ 721,005	$ 767,420
Non-Event Revenues	$ 336,288	$ 336,288	$ 336,288	$ 336,288	$ 336,288
Combined Total Revenues	$8,035,814	$9,402,035	$9,635,738	$ 9,740,841	$ 9,972,975

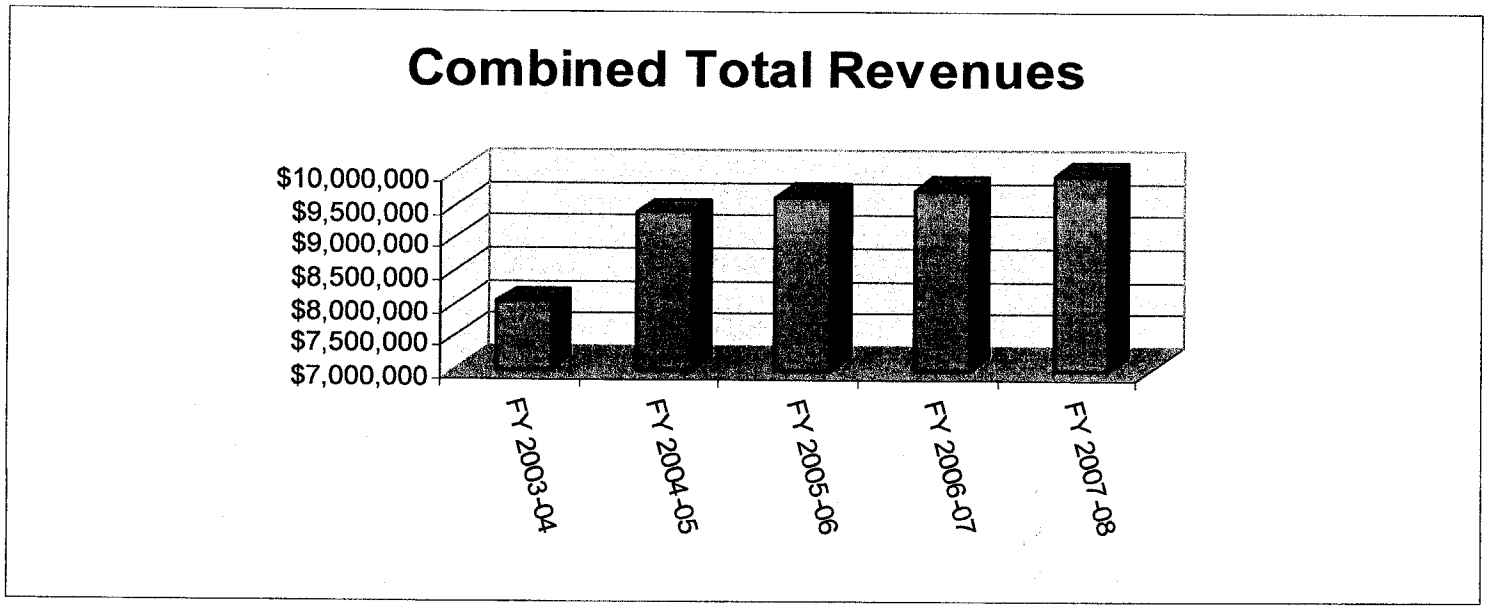


Exhibit "H"

Miami Beach Convention Center & Jackie Gleason Theater
Event and Financial Projections for FY 2003-04 through 2007-08

Number of MBCC Events	FY 2003-04	FY 2004-05	FY 2005-06	FY 2006-07	FY 2007-08
Conventions	4	10	12	10*	12*
Trade Shows	24	25	25	27	25
Meetings	4*	3*	4*	4*	4*
Public Shows	14	13	14	14	15
Other	21*	21*	22*	23*	25*
Total	67	72	77	78	81

* - includes definite, tentative, and projected bookings

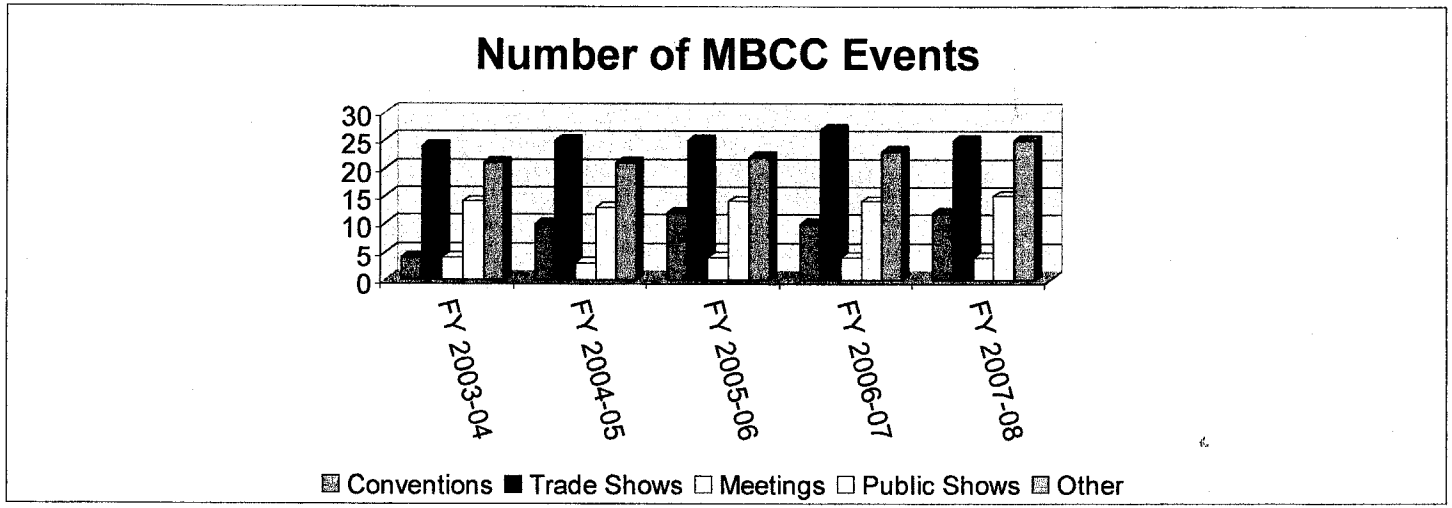


Exhibit "H"

Miami Beach Convention Center & Jackie Gleason Theater
Event and Financial Projections for FY 2003-04 through 2007-08

MBCC Rent Revenues	FY 2003-04	FY 2004-05	FY 2005-06	FY 2006-07	FY 2007-08
Conventions	$ 195,000	$ 770,700	$ 700,400	$ 421,600	$ 486,400
Trade Shows	$1,461,955	$1,420,928	$1,404,359	$ 1,914,302	$ 1,765,532
Meetings	$ 109,250	$ 182,650	$ 268,650	$ 137,850	$ 186,250
Public Shows	$2,015,150	$2,010,633	$2,203,278	$ 2,195,389	$ 2,300,899
Other	$ 144,000	$ 144,000	$ 163,500	$ 170,500	$ 186,500

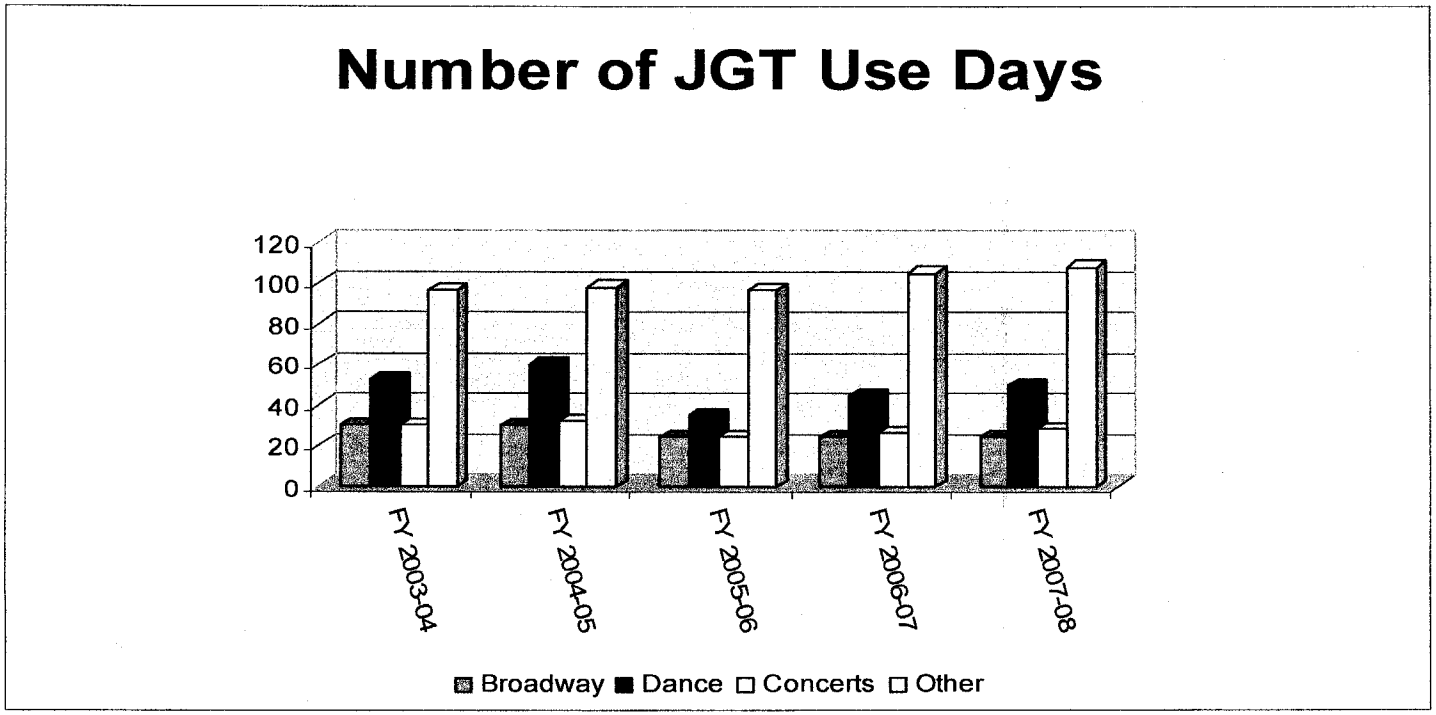
MBCC Ancillary Revenues	FY 2003-04	FY 2004-05	FY 2005-06	FY 2006-07	FY 2007-08
Conventions	$ 185,250	$ 732,165	$ 665,380	$ 400,520	$ 462,080
Trade Shows	$ 877,173	$ 852,557	$ 842,616	$ 1,148,581	$ 1,059,319
Meetings	$ 103,788	$ 173,518	$ 255,218	$ 130,958	$ 176,938
Public Shows	$1,108,333	$1,105,848	$1,211,803	$ 1,207,464	$ 1,265,495
Other	$ 72,000	$ 72,000	$ 81,750	$ 85,250	$ 93,250

Total MBCC Event Revenues	FY 2003-04	FY 2004-05	FY 2005-06	FY 2006-07	FY 2007-08
Conventions	$ 380,250	$1,502,865	$1,365,780	$ 822,120	$ 948,480
Trade Shows	$2,339,128	$2,273,484	$2,246,975	$ 3,062,883	$ 2,824,851
Meetings	$ 213,038	$ 356,168	$ 523,868	$ 268,808	$ 363,188
Public Shows	$3,123,483	$3,116,481	$3,415,081	$ 3,402,853	$ 3,566,394
Other	$ 216,000	$ 216,000	$ 245,250	$ 255,750	$ 279,750

Exhibit "H"

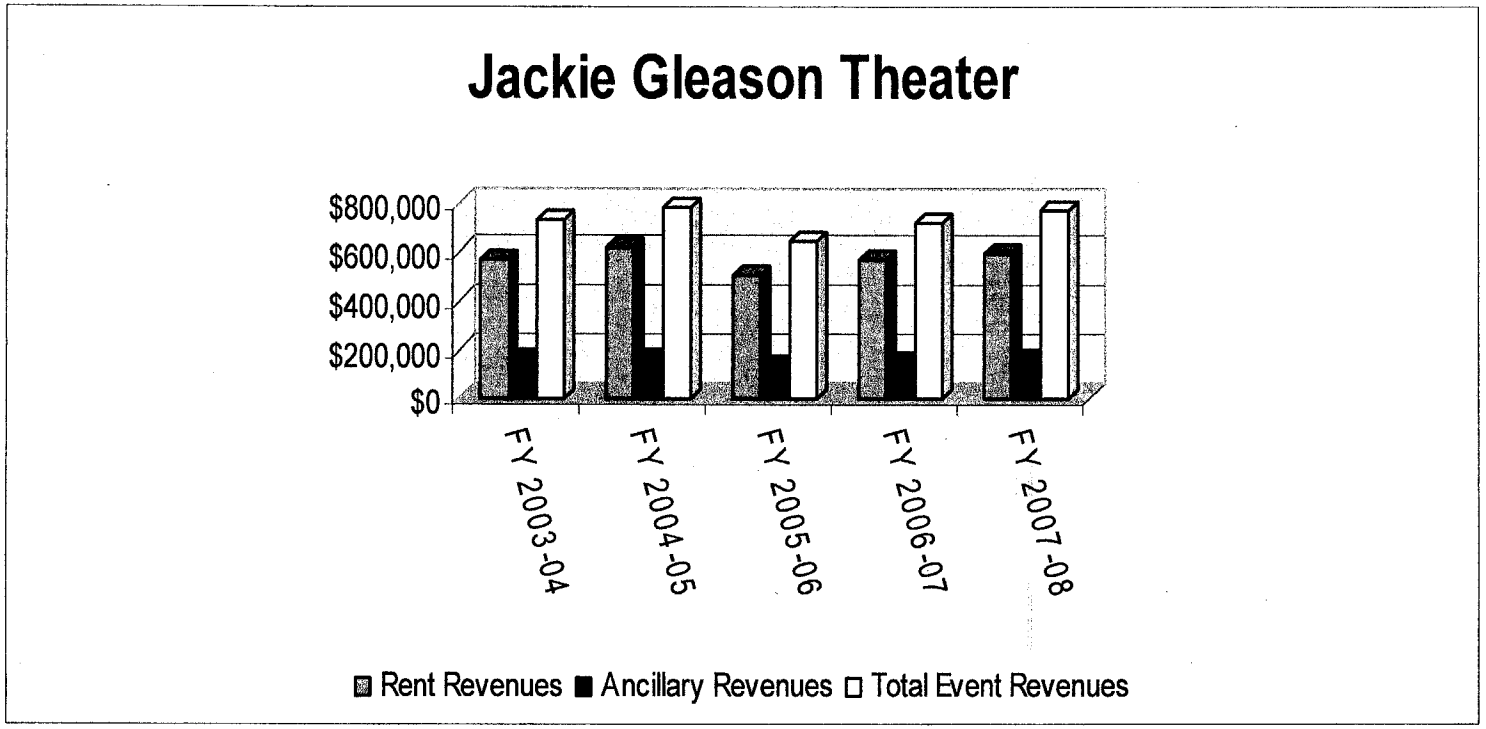
Miami Beach Convention Center & Jackie Gleason Theater
Event and Financial Projections for FY 2003-04 through 2007-08

Number of JGT Use Days	FY 2003-04	FY 2004-05	FY 2005-06	FY 2006-07	FY 2007-08
Broadway	30	30	24	24	24
Dance	53	60	35	45	50
Concerts	30	32	24	26	28
Other	97	98	97	105	108
Total	210	220	180	200	210



Miami Beach Convention Center & Jackie Gleason Theater
Event and Financial Projections for FY 2003-04 through 2007-08

Jackie Gleason Theater	FY 2003-04	FY 2004-05	FY 2005-06	FY 2006-07	FY 2007-08
Rent Revenues	$ 570,200	$ 618,000	$ 506,850	$ 564,350	$ 595,100
Ancillary Revenues	$ 162,665	$ 167,545	$ 142,413	$ 156,655	$ 172,320
Total Event Revenues	$ 732,865	$ 785,545	$ 649,263	$ 721,005	$ 767,420



Miami Beach Convention Center & Jackie Gleason Theater
Event and Financial Projections for FY 2003-04 through 2007-08

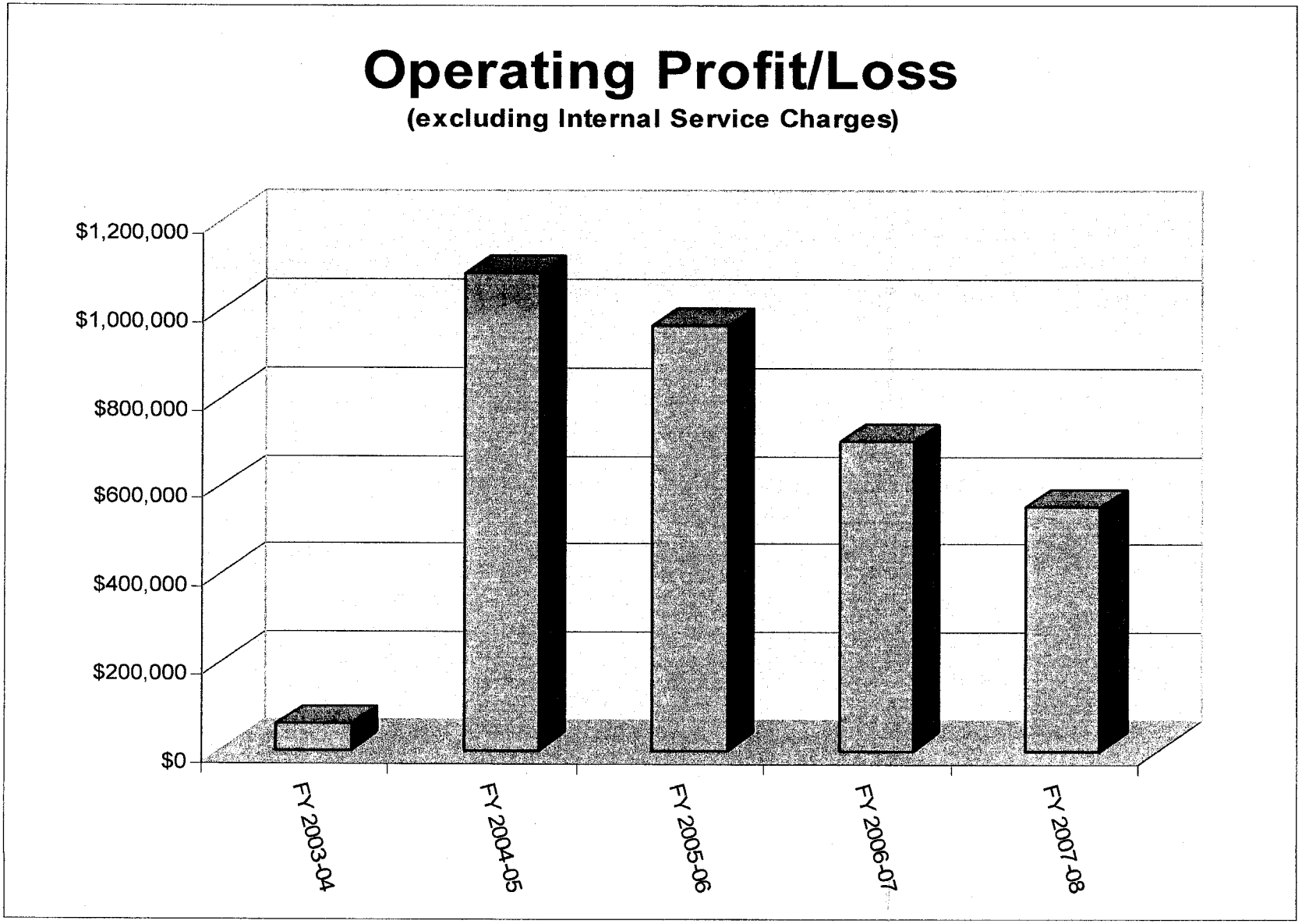
Indirect Expenses	FY 2003-04	FY 2004-05	FY 2005-06	FY 2006-07	FY 2007-08
Payroll & Fringe Benefits					
Salaries & Wages	$2,516,634	$2,617,299	$2,721,991	$ 2,830,871	$ 2,944,106
Allowances	$ 27,252	$ 28,342	$ 29,476	$ 30,655	$ 31,881
Uniforms	$ 11,600	$ 12,064	$ 12,547	$ 13,048	$ 13,570
Retirement Contributions	$ 100,108	$ 104,112	$ 108,277	$ 112,608	$ 117,112
Health and Life Insurance	$ 584,366	$ 607,741	$ 632,050	$ 657,332	$ 683,626
Workers Compensations Insurance	$ 286,105	$ 297,549	$ 309,451	$ 321,829	$ 334,702
FICA	$ 241,528	$ 251,189	$ 261,237	$ 271,686	$ 282,554
Executive Staff Salaries	$ 561,000	$ 583,440	$ 606,778	$ 631,049	$ 656,291
Total Payroll & Fringe Benefits	$ 4,328,593	$4,501,737	$ 4,681,806	$ 4,869,078	$ 5,063,842

Miami Beach Convention Center & Jackie Gleason Theater
Event and Financial Projections for FY 2003-04 through 2007-08

Operating Expenses	FY 2003-04	FY 2004-05	FY 2005-06	FY 2006-07	FY 2007-08
Temporary Labor	$ 298,734	$ 310,683	$ 323,111	$ 336,035	$ 349,477
Professional Services	$ 50,000	$ 52,000	$ 54,080	$ 56,243	$ 58,493
Bank Fees	$ -	$ -	$ -	$ -	$ -
Electricity	$1,154,000	$1,200,160	$1,248,166	$ 1,298,093	$ 1,350,017
Gas, Fuel, Oil	$ 6,200	$ 6,448	$ 6,706	$ 6,974	$ 7,253
Telephones	$ 157,000	$ 163,280	$ 169,811	$ 176,604	$ 183,668
Water	$ 207,600	$ 215,904	$ 224,540	$ 233,522	$ 242,863
Postage and Shipping	$ 15,400	$ 16,016	$ 16,657	$ 17,323	$ 18,016
Rent - Building and Equipment	$ 180,864	$ 188,099	$ 195,623	$ 203,447	$ 211,585
Printing	$ 35,250	$ 36,660	$ 38,126	$ 39,651	$ 41,238
Contract maintenance	$ 432,103	$ 449,387	$ 467,363	$ 486,057	$ 505,499
Advertising	$ 180,000	$ 210,000	$ 240,000	$ 270,000	$ 300,000
Office Supplies	$ 28,100	$ 29,224	$ 30,393	$ 31,609	$ 32,873
Repair/Maintenance Supplies	$ 126,849	$ 131,923	$ 137,200	$ 142,688	$ 148,395
Other Operating Expenditures	$ 440,558	$ 458,180	$ 476,508	$ 495,568	$ 515,391
Other Contractual Services	$ 83,277	$ 86,608	$ 90,072	$ 93,675	$ 97,422
Dues & Memberships	$ 10,000	$ 10,400	$ 10,816	$ 11,249	$ 11,699
Promotion	$ 15,000	$ 15,600	$ 16,224	$ 16,873	$ 17,548
Travel	$ 40,000	$ 41,600	$ 43,264	$ 44,995	$ 46,794
Taxes & Licenses	$ 1,950	$ 2,028	$ 2,109	$ 2,193	$ 2,281
Miscellaneous Insurance	$ 184,218	$ 191,587	$ 199,250	$ 207,220	$ 215,509
Total Operating Expenses	$3,647,103	$3,815,787	$3,990,019	$ 4,170,019	$ 4,356,020
Total Indirect Expenses (excluding internal charges)	$ 7,975,696	$8,317,524	$ 8,671,825	$ 9,039,098	$ 9,419,862
Operating Profit / (Loss) (before internal charges)	$ 60,118	$1,084,511	$ 963,914	$ 701,743	$ 553,113

Exhibit "H"

Miami Beach Convention Center & Jackie Gleason Theater
Event and Financial Projections for FY 2003-04 through 2007-08



Miami Beach Convention Center & Jackie Gleason Theater
Event and Financial Projections for FY 2003-04 through 2007-08

Internal Charges	FY 2003-04	FY 2004-05	FY 2005-06	FY 2006-07	FY 2007-08
Internal Svc. - Central Svcs.	$ -	$ -	$ -	$ -	$ -
Internal Svc. - Mechanical Maintenance	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500
Internal Svc. - Communication	$ -	$ -	$ -	$ -	$ -
Internal Svc. - Insurances	$1,264,520	$1,390,972	$1,530,069	$ 1,683,076	$ 1,851,384
Internal Svc. - Prop/Electrical Contracts	$ 150,811	$ 150,811	$ 150,811	$ 150,811	$ 150,811
Total Internal Charges	$1,422,831	$1,549,283	$1,688,380	$ 1,841,387	$ 2,009,695
Total Expenses	$ 9,398,527	$9,866,807	$10,360,205	$10,880,485	$11,429,556
Operating Profit / (Loss)	$(1,362,713)	$ (464,772)	$ (724,467)	$ (1,139,644)	$ (1,456,582)

Notes:

Salaries include Executive Staff , which will be moved to Management Fees per IRS regulations
Assumes 8% rate hike in effect for FY2005-06 events
Annual Revenue Growth for Selected Shows – 3%
Annual Expense Growth – 4%

Exhibit "H"

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution authorizing the City Manager to execute the attached Letter Agreement between the City of Miami Beach and Onboard Media to establish a pilot program with onboard media for a maximum of twelve (12) months to produce and air a thirty (30) minute segment of "Welcome to Miami Beach" in promotion of the City of Miami Beach as a tourist destination and quality residential community, on "Beachtv" (charter communications geographic territory), at no cost to the City; providing a link on the City's website, a letter of support for the programming efforts and the City's cooperation and conceptual support of the program and its production.

Issue:

Shall the City Commission authorize the execution of the attached Letter Agreement between the City of Miami Beach and Onboard Media?

Item Summary/Recommendation:

Over the next 12 months, the City will evaluate the success of the program and determine if future revenue sharing and enhanced/dedicated programming is in the City's best interest. If so, an expanded long term initiative through a competitive bidding process may be recommended and pursued. However, Onboard Media will not be granted any benefit or favorable ratings by virtue of this pilot initiative. Therefore, the Administration recommends the City Commission adopt the resolution authorizing the City Manager to execute the Letter Agreement establishing the City's participation in this pilot program.

Advisory Board Recommendation:

Community Affairs - September 3, 2003 - the Committee moved to recommend approval to the City Commission, subject to addressing all legal issues.

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

T:\AGENDA\2003\oct1503\regular\BeachTV.SUM.doc

AGENDA ITEM R7G

DATE 10-15-03

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: October 15, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED LETTER AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND ONBOARD MEDIA TO ESTABLISH A PILOT PROGRAM WITH ONBOARD MEDIA FOR A MAXIMUM OF TWELVE (12) MONTHS TO PRODUCE AND AIR A THIRTY (30) MINUTE SEGMENT OF "WELCOME TO MIAMI BEACH" IN PROMOTION OF THE CITY OF MIAMI BEACH AS A TOURIST DESTINATION AND QUALITY RESIDENTIAL COMMUNITY, ON "BEACHTV" (CHARTER COMMUNICATIONS GEOGRAPHIC TERRITORY), AT NO COST TO THE CITY; PROVIDING A LINK ON THE CITY'S WEBSITE, A LETTER OF SUPPORT FOR THE PROGRAMMING EFFORTS AND THE CITY'S COOPERATION AND CONCEPTUAL SUPPORT OF THE PROGRAM AND ITS PRODUCTION.**

ANALYSIS

As part of the Mayor's Blue Ribbon Task Force on Tourism report, the Sales and Marketing Sub-Committee identified the need to enhance the City's public relations and advertising efforts for targeted tourist initiatives. A long-term strategy included better defining our target markets and then refining our marketing, public relations and strategic plans to better position the City. Part of these efforts included expanding communication among new and existing partners.

Cities across the world have dedicated programming highlighting their tourist attractions and providing important historical and economic data and general welcome information about their destination. Over a month ago, Onboard Media, a homegrown Miami Beach company established 14 years ago and presently located at 960 Alton Road, invited the City to establish a pilot programming effort in promotion of the City of Miami Beach as a tourist destination and quality residential community.

Onboard Media's expertise in custom publishing, custom television programming and in live lecturing is well known and respected throughout the cruise and travel industry. Three years ago, Louis Vuitton Moët Hennessy (LVMH) purchased Onboard Media and has reaffirmed the company's presence onboard the fleets of Royal Caribbean, Celebrity, Crystal, Disney and Sun cruise lines, as well as throughout the leading casino hotels in Las Vegas (Caesars Palace, The Venetian, Paris, Las Vegas Hilton, Bally's and the Flamingo) and in all properties of Sandals and Beaches resorts in the Caribbean.

Onboard Media has developed a plan and worked with the Administration to roll out an integrated Miami Beach marketing plan for niche branding which is complimentary and

additional to the GMCVB regional efforts. The plan utilizes the components of print, cable TV and internet streaming video. Onboard Media seeks to form strong alliances with the City of Miami Beach, as well as the GMCVB, civic organizations and advertising partners to ensure all entities are well-served by the planned marketing approach.

The multi-media approach (print, cable TV and internet) provides for excellent cross-marketing opportunities to promote each individual media source. Additionally, the diverse vehicles ensure several effective ways to reach the tourism market while also providing useful resources for the residential community. This pilot initiative is expected to enhance the visitor experience and provide a forum for appropriate branding, including: Informing, educating and building respect for our destination by providing a cohesive message delivered through multiple mediums. The intent is to positively influence the tourist for a return guest visit.

Beach TV and "Welcome to Miami Beach" Segment:

Cable TV Component:	Onboard Media will completely develop and launch BeachTV. BeachTV will be a 24-hour cable channel featuring the tourism sites and attractions of Miami Beach and the surrounding areas. Custom programming will be developed which portrays the City as a culturally diverse, vibrant, and artistic community that appeals to a variety of world class visitors and residential sectors alike. Onboard has secured a 24/7/365 day channel on Charter Cable system.
Target date for broadcast launch:	December 2003.
Current cable reach:	100,000 households and 12,000 hotel rooms
Estimated Value of Program:	$360,000 worth of airtime and production costs at no cost to the City of Miami Beach.
Beach TV Programming:	Description included in Letter Agreement paragraph 3.

In exchange for participating in Onboard Media's already existing pilot initiative, the City of Miami Beach will extend its support of the program and the Mayor and City Commission will be afforded an opportunity to include a Welcome Message and Welcome Letter of support for BeachTV's programming efforts through print, cable video and internet streaming video. Additionally, the City will provide a web link on the City's website to BeachTV's web portal to view the Welcome to Miami Beach segment and other streaming video.

Onboard Media is pursuing other initiatives such as:

- 24-hour airing in the Miami Beach Chamber Visitors Center
- Exploring future options, such as:
  For example: partnering with American Airlines to provide in-flight airing of

programming on arriving aircraft.

- Custom Hotel ID Package:
  In exchange for a hotel making BeachTV the default station when guests turn on the TV in their rooms, Onboard Media will offer them a custom hotel ID. Onboard Media will create approximately three minutes of custom hotel programming that will automatically be introduced immediately preceding the regular BeachTV programming.

While this is a private sector pilot initiative, the City will receive valuable production and air time at no cost and Onboard Media will derive revenue from their advertising partners to cover the programming initial start up costs and production expenses. As this is a preliminary pilot program, the City deems the in-kind programming provided will afford the City the opportunity to evaluate the results of the programming efforts, establish a track record and benchmark the desired results.

On July 30, 2003, the City Commission referred this item to the Community Affairs Committee for further discussion. On September 3, 2003, the Committee heard a presentation by Onboard and moved to recommend approval to the City Commission, subject to addressing all legal issues. To that end, a Letter Agreement has been negotiated between the parties that clarifies the respective parties rights and obligations. Of significance in the Letter Agreement, and attached as exhibits, are a link to be provided on the City's website to BeachTV/Onboard homepage website and a welcome letter to be signed by the Mayor and City Commission.

Additionally, at the Community Affairs Committee the Miami Herald Publishing Co. submitted a letter indicating their interest in participating a similar initiative and expressed their potential prospective coordination with Onboard Media.

Over the next 12 months, the City will evaluate the success of the program and determine if future revenue sharing and enhanced/dedicated programming is in the City's best interest. If so, an expanded long term initiative through a competitive bidding process may be recommended and pursued. However, Onboard Media will not be granted any benefit or favorable ratings by virtue of this pilot initiative. Therefore, the Administration recommends the City Commission adopt the resolution authorizing the City Manager to execute the Letter Agreement establishing the City's participation in this pilot program.

JMG/CMC/rar
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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH FLORIDA 33139

OFFICE OF THE CITY MANAGER

TELEPHONE: (305) 673-7010
FAX: (305) 673-7782

September 26, 2003

Mr.Robert Eichner
General Manager
On-Board Media, Inc.
960 Alton Road
Miami Beach, Florida 33139

Re: Pilot Program with On-Board Media for a "Welcome to Miami Beach" Promotional Television Show

Dear Mr. Eichner:

Pursuant to On-Board Media, Inc.'s recent discussions with the City Administration, and its presentation to the City of Miami Beach Community Affairs Committee on September 4, 2003, the foregoing Letter Agreement confirms the understanding between the City of Miami Beach, Florida (City) and On-Board Media, Inc., a Florida corporation having its principal offices at 960 Alton Road, Miami Beach, Florida 33139 (OBM).

As part of an integrated multi-media (print, cable TV and internet) marketing program to be developed by OBM, at its sole cost and expense, with the intent of promoting tourism in the City by through cross-marketing opportunities, as well as providing useful resources for the City's residential community, OBM, shall develop, also at its sole cost and expense, a local television station, to be known as "BeachTV". BeachTV will be a 24-hour cable channel broadcast to Miami Beach hotels and residents, featuring tourism sites and attractions of Miami Beach and the surrounding areas including, without limitation, shopping, dining, tourist attractions, real estate, local history, culture, and local events. To implement this effort, OBM has secured a 24/7/365 day channel on the Charter Communications cable television system. Further, as an integral part of this private sector initiative, OBM agrees to develop, produce, and air, at its sole cost and expense, an approximately thirty (30) minute promotional television show, to be known as "Welcome to Miami Beach" (Welcome Show). The City and OBM's respective obligations and responsibilities with respect to the proposed Welcome Show are agreed to as follows:

1. All development, production, airing, and any and all other costs as may arise with respect to the Welcome Show shall be the sole cost and responsibility of OBM. The parties agree that the City shall have no financial responsibility, obligation and/or liability as to both BeachTV and/or the Welcome Show.

2. The Welcome Show shall be co-executive produced by OBM and a designee of the City Manager, who shall be designated in writing and shall serve as the primary contact person and liaison between the City and OBM.

3. Any and all scripts and shot lists of programming to be aired on the Welcome Show must first receive the prior approval of the City Manager's designated executive producer. The City's approval of scripts and shot lists shall not be unreasonably withheld and shall be made within the time frame of a mutually agreed upon production schedule. The City and OBM herein agree that the Welcome Show's programming content shall feature public-oriented topics which may include one or more of the following:

   - Welcome message
   - Miami Beach history
   - Cultural overview, events, and special events (including features for City-owned, and/or City designated, cultural facilities)
   - Quick safety tips
   - Economic Development
   - Tourism Hot-line
   - City Parks and Recreation segment (including features for the City's golf courses and other public recreational facilities)
   - Beaches segment
   - Parking – how to and information
   - Public Transportation and Electrowave overview.

4. While the City and OBM acknowledge that all rights in the Welcome Show shall belong solely to OBM, OBM herein agrees that the City shall

   (i) upon request and reasonable notice to OBM; and
   (ii) subject to the prior written approval of OBM; and
   (iii) further, provided that the parties hereto mutually determine that the City's proposed use(s), as set forth below, is consistent with the public purpose of the Welcome Show and is not in any way intended as a private commercial use by the City,

   receive copies of any and all Welcome Show segments, for use (and re-use) in conjunction with public municipal purposes including, without limitation: viewing at City sponsored events; promotional use by City; use and inclusion in City and/or City-sponsored or endorsed, materials and presentations; display and broadcasting at City Commission, City agency, and/or board and committee meetings; and/or City sponsored community meetings, City sponsored special and/or cultural events; broadcast within City owned facilities; and any and all such other public purposes as the City may deem necessary and in the best interest of the residents and visitors to the City of Miami Beach. The City shall not use, display, broadcast, re-broadcast or otherwise use, or allow to be used, the Welcome Show for private commercial purposes.

5. OBM represents that the Welcome Show shall air at least four times daily, with OBM using its reasonable efforts to schedule the Welcome Show during cable "prime time." The Welcome Show shall have no advertising running during the program.

6. OBM represents that its estimated expended value for one year's worth of air-time and production of the Welcome Show shall be an amount estimated at not less than $360,000.00 (said amount based on projected "advertorial" rates as provided by OBM, and which OBM will provide, upon request by City).

7. OBM represents that the target date for broadcast launch of BeachTV is December, 2003, with an estimated current cable reach of 80,000 households (per Charter Communications' tabulations) and 12,000 hotel rooms.

8. OBM shall use its reasonable efforts to seek increased broadcast exposure of BeachTV, including but not limited to, 24-hour airing in the Miami Beach Chamber of Commerce Visitor Centers; public/private partnerships (such as with American Airlines to provide in-flight airing of programming); and broadcast partnerships with hotels, (making BeachTV the default station when guests turn on the TV in their rooms). Whenever possible, all such broadcast outreaches shall include the Welcome Show in their programming.

9. The City agrees to provide a letter, for execution by its Mayor, in substantially the same form and content as the draft letter, attached and incorporated as Exhibit "A" hereto, confirming the City's participation in the Welcome Show.

10. At its sole option and discretion, the City, through its Mayor, may determine to include a "Welcome to Miami Beach" message, to be aired during the Welcome Show. The style and content of said welcome message shall be mutually agreed upon by the City and OBM.

11. The City will provide a web link on the City's website home page to BeachTV's web portal, to enable viewing of the Welcome Show segment and other BeachTV programming. The placement, design, and location of the web link shall be as shown on the sketch in exhibit "B", attached and incorporated hereto.

12. OBM shall be allowed to place the trademark seal of the City of Miami Beach on selected BeachTV sales collateral provided the City Manager shall have prior written approval over any and all such sales collateral and the manner and materials in which the City's trademark logo is proposed to be displayed and or utilized. **THE CITY'S TRADEMARK SEAL AND/OR ANY OTHER CITY ENDORSEMENT, WHETHER EXPRESSED OR IMPLIED, SHALL NOT BE UTILIZED BY OBM, OR IN ANY WAY USED BY THIRD-PARTIES RETAINED OR OTHERWISE ASSOCIATED WITH OBM, UNLESS THE CITY MANAGER SHALL HAVE PRIOR WRITTEN APPROVAL OF SAME, IN THE MANNER SET FORTH IN THIS PARAGRAPH 12.**

13. At the City's request, and as the City deems necessary, at its sole option and discretion, OBM shall include a mutually agreed upon disclaimer stating that BeachTV, as well as any other integrated multi media program, as contemplated by and referenced in this Letter Agreement, is the sole venture of OBM, and that the City is no way responsible for, nor otherwise endorses and/or supports, the content, subject matter, and/or manner of display and presentation, of any print, cable TV, internet and/or other media used in

conjunction with the integrated Miami Beach marketing plan, BeachTV, and/or the Welcome Show.

14. The term of this Agreement shall commence upon execution by the parties hereto, and shall terminate on January 31, 2005.

15. At any time during the term herein, the City, through its City Manager, and/or OBM may cancel this Agreement, without cause and for convenience, upon thirty-days written notice to the other. In the event of termination, neither party shall have any further obligation and/or liability to the other.

If the aforestated terms and conditions meet your approval, please acknowledge, execute and have same duly witnessed in the space provided below. Upon execution by the City, we will forward a fully executed copy to your office for your records. This Letter Agreement shall be enforceable in Miami-Dade County, Florida and if legal action is necessary by any party with respect to the enforcement of any and all the terms and conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

Very truly yours,

CHRISTINA CUERVO
Assistant City Manager

I have read this Letter Agreement and, fully understanding same, agree to be bound by the terms and conditions contained herein. Facsimile copies of this Letter Agreement shall be deemed originals.

On-Board Media, Inc.

By:_____
Robert Eichner, General Manager

_____
Witness

_____
Witness

City of Miami Beach

By:_____
Jorge Gonzalez, City Manager

Exhibit "A"

Dear City of Miami Beach Community,

On behalf of the City of Miami Beach and my colleagues on the City Commission, I am pleased to introduce BeachTV, part of an integrated marketing initiative that promotes our City to tourists and residents. This marketing initiative includes BeachTV and the BeachTV web site.

BeachTV, which will be airing on Charter Cable channel 19, will showcase Miami Beach to visitors and residents. The City of Miami Beach will be participating in BeachTV by co-producing its own half-hour show entitled "Welcome to Miami Beach." The show will communicate the vibrancy of our community, along with information on the cultural and recreational activities that make Miami Beach an attractive destination for everyone. In addition, streaming video of the show and other BeachTV programming will be available to viewers around the world via the BeachTV web site.

I am confident that BeachTV will become a valuable and useful resource for tourists and residents alike. Best of luck to Onboard Media on the launch of this wonderful and groundbreaking initiative.

Sincerely,

Mayor David Dermer and
the Miami Beach City Commission

Resident | Visitor | Business | Employee | E-Government | Calend

- Traduzca al español
- Index
- Elected Officials
- City Administration
- Website Satisfaction Survey
- Sister Cities
- Links
- Privacy Policy

ONLINE SERVICES

SERVICIOS EN LÍNEA

Pay bills, download forms, request bid info, access City code, Online registration, apply for permits...

TOURISM & CULTURE

TURISMO Y CULTURA

Art in Public Places, Film & Print, Special Events, Festival of the Arts, Cultural Arts...

PUBLIC SAFETY

SEGURIDAD PÚBLICA

Police Department, Fire & Rescue, Beach Patrol, Hurricane Info, Local Hospitals...

CAPITAL IMPROVEMENT

IMPORTANTES MEJORAS

Keep informed of the planned & funded right-of-way projects within each neighborhood.

TODAY'S MIAMI WEATHER

80° F Rain at 4:17 PM

WHAT'S NEW

WHAT'S HOT ABOUT MIAMI BEACH

details...

HAVE A PROBLEM OR CO

TIENE ALGUNA PREOCUPA

Better Place is an easy w enter requests & opinions and track progress.

You may also contact the Ans at 305-604-CITY (248

Click here to link to the BeachTV site

Corporate Participant Link

2003 Sunny Award Winner

Official Website of the City of Miar

Bookmark this site!

RESOLUTION TO BE SUBMITTED

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A resolution of the Mayor and City Commission of the City of Miami Beach, Florida, authorizing the Mayor and City Clerk to execute a Lease Agreement with the Parkview Point Condominium Association, at the rate of $20,000.00 per year, for the period of FY2003-2004, renewable annually for a period of twenty (20) years, including annual increases of 3% or the CPI-U, whichever is less, with a ten (10) year renewable option at the end of the initial term, pending Federal Communications Commission (FCC) site approval, for the lease of the rooftop, located at 7441 Wayne Avenue, Miami Beach, FL, for the purpose of constructing a north end radio/antenna site to house the City's public safety communications system.

Issue:

Whether a Lease Agreement should be executed with Parkview Point Condominium Association for a new north end radio/antenna site.

Item Summary/Recommendation:

The Parkview Point Condominium site is the only viable one in the north end which fits the requirements for a City radio site.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1	$20,000.00	550.1750.000323 – Building and Equipment Rent Account, FY2003-2004	
2			
3			
4			
Total	$20,000.00	550.1750.000323 – Building and Equipment Rent Account, FY2003-2004	

City Clerk's Office Legislative Tracking:

M. Kay Randall, Director, Information Technology

Sign-Offs:

Department Director	Assistant City Manager	City Manager

Agenda Item R4H

Date 10-15-03

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: October 15, 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 MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT WITH THE PARKVIEW POINT CONDOMINIUM ASSOCIATION, AT THE RATE OF $20,000.00 PER YEAR, FOR FY2003-2004, RENEWABLE ANNUALLY, FOR A PERIOD OF TWENTY (20) YEARS, INCLUDING ANNUAL INCREASES OF 3% OR THE CPI-U, WHICHEVER IS LESS, WITH A TEN (10) YEAR RENEWABLE OPTION, AT THE END OF THE INITIAL TERM, PENDING FEDERAL COMMUNICATIONS COMMISSION (FCC) SITE APPROVAL, FOR THE LEASE OF THE ROOFTOP, LOCATED AT 7441 WAYNE AVENUE, MIAMI BEACH, FL, FOR THE PURPOSE OF CONSTRUCTING A NORTH END RADIO/ANTENNA SITE TO HOUSE THE CITY'S PUBLIC SAFETY COMMUNICATIONS SYSTEM.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BID AMOUNT AND FUNDING

$20,000.00 Funding is available from the Building and Equipment Rent Account for Information Technology (Budget Account 550.1750.000323), FY2003-2004.

ANALYSIS

The City Commission passed a resolution on April 30, 2003, which authorized the Administration to execute a Communications System Agreement with Motorola, Inc., to replace the existing City of Miami Beach 800 MHz Analog Radio System by purchasing a new 800 MHz Trunked Digital Simulcast Public Safety Radio System.

The City's radio system consultant, RCC Consultants, Inc., as part of the preparation for executing the agreement, had recommended the construction of a tower in the north end of Miami Beach to provide adequate radio coverage. However, after much discussion and analysis of the subject, the Administration determined that it would be of greater benefit to the citizens' quality of life to prohibit any further construction of radio towers in the City. Therefore, RCC Consultants, Inc., along with the City, began looking for an appropriate site in the north end of Miami Beach that would accommodate rooftop placement of radio equipment and radio antennas.

The City and RCC Consultant, Inc., considered the following buildings at the north end of the city: Aqua, Aqua Sol, Burleigh House, Byron Hall, Grandview, Grandview Palace, Parkview Point, and The Sterling. They determined that for height, location, and shelter space, Parkview Point, located at 7441 Wayne Avenue, was the only suitable site that met the required criteria in the north end of the City.

This transmit/receive location will replace an existing receive only and microwave site located at La Gorce Palace, 6301 Collins Avenue. It has been leased by the City since October, 1997. The rental cost per month is $1,598.83 and $50.00 for electric. Unfortunately, this radio site does not meet the City's new radio system coverage, height and location requirements and therefore has to be replaced.

In order to create a new Public Safety Radio Site, the City requires a reinforced structure to be constructed on the rooftop of the Parkview Point Condominium. This site will accommodate an equipment room of approximately 250-300 sq. ft. by 13 feet high and 10 foot antennas that will be installed on the roof of the structure. The City will be the sole lessee of the rooftop in order to prevent potential interference from other competitive radio equipment. In addition, to provide backup power at this site, the City will locate a generator which has between 60-85 KVA adjacent to the already existing Condominium generator. The existing generator is located on a mezzanine level just above the first floor of the main structure. However, Motorola will verify this placement in their site review and may choose to locate the generator on the roof of the facility.

The Motorola, Inc., will be responsible for all work associated with the construction and installation of the equipment room and antenna as well as any and all costs relating to the permitting, construction, and installation of related equipment such as the generator.

After negotiations with the Parkview Point Condominium Association, the City reached a lease agreement for an initial term of a twenty (20) year lease, at the rate of $20,000.00 per year, with annual increases of 3% or the CPI-U, whichever is less. An option for an additional ten (10) year extension after the initial term is provided for. This will afford the stability necessary for the long term use of the City's radio site that is required by the Federal Communications Commission (FCC) for public safety communications.

CONCLUSION

The Mayor and City Commission should adopt the Resolution, authorizing the Mayor and City Clerk to Executive a Lease Agreement with Parkview Point Condominium Association, at the rate of $20,000.00 per year, for FY2003-2004, renewable annually for a period of twenty years (20) years, including annual increases of 3% or the CPI-U, whichever is less, with a ten (10) year option, at the end of the initial term, pending Federal Communications Commission (FCC) site approval, for the lease of the rooftop, located at 7441 Wayne Avenue, Miami Beach, FL, for the purpose of constructing a north end radio/antenna site to house the City's Public Safety Communications System.

JMG:PDW:MKR:GL

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT WITH THE PARKVIEW POINT CONDOMINIUM ASSOCIATION, AT THE RATE OF $20,000.00 PER YEAR, FOR FY2003-2004, RENEWABLE ANNUALLY FOR A PERIOD OF TWENTY (20) YEARS, INCLUDING ANNUAL INCREASES OF 3% OR THE CPI-U, WHICHEVER IS LESS, WITH A TEN (10) YEAR RENEWABLE OPTION AT THE END OF THE INITIAL TERM, PENDING FEDERAL COMMUNICATIONS COMMISSION (FCC) SITE APPROVAL, FOR THE LEASE OF THE ROOFTOP, LOCATED AT 7441 WAYNE AVENUE, MIAMI BEACH, FL, FOR THE PURPOSE OF CONTRUCTING A NORTH END RADIO/ANTENNA SITE TO HOUSE THE CITY'S PUBLIC SAFETY COMMUNICATIONS SYSTEM.

WHEREAS, the City requires a new north end radio/antenna site that is compatible with the requirements for the new public safety communication system; and

WHEREAS, the only site which fits the City's requirements for such a radio/antenna site is Parkview Point Condominium, located at 7441 Wayne Avenue, Miami Beach, FL; and

WHEREAS, the radio/antenna site will require the lease of the rooftop of the Parkview Point Condominium for the purpose of constructing a north end radio/antenna site to house the City's public safety communication system; and

WHEREAS, the City has negotiated with the Parkview Point Condominium Association, a lease agreement for the rooftop, at the rate of $20,000.000 per year, for a period of twenty (20) years, including annual increases of 3% or the CPI-U, whichever is less, with a ten (10) year renewable option at the end of the initial term, pending Federal Communications Commission (FCC) site approval; and

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, authorize the Mayor and City Clerk to execute a lease agreement with the Parkview Point Condominium Association, at the rate of $20,000.00 per year, for FY2003-2004, for a period of twenty (20) years, including annual increases of 3% or the CPI-U, whichever is less, with a ten (10) year renewable option at the end of the initial term, pending Federal Communications Commission (FCC) site approval, for the lease of the rooftop, located at 7441 Wayne Avenue, Miami Beach, FL, for the purpose of constructing a north end radio/antenna site to house the City's public safety communications system.

PASSED and ADOPTED this___day of October, 2003.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 10-10-03
Date

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A resolution executing a Management Agreement between the City of Miami Beach and Professional Course Management II, ltd. for the comprehensive management and operations of the Miami Beach Golf Club, clubhouse and related facilities in accordance with request for proposals (RFP) no. 125-99/00 for an initial term of three (3) years, commencing on October 1, 2003, and expiring September 30, 2006, with an option to renew for an additional two (2) one year terms, on a year-to-year basis, as provided in the Agreement.

Issue:

Shall the City enter into a Management Agreement with Professional Course Management II, ltd., for the comprehensive management of the Miami Beach Golf Club and related facilities, including the maintenance of the Par 3 golf course?

Item Summary/Recommendation:

The Administration and Professional Course Management II, Ltd., have successfully reached consensus on a management agreement, in a form substantially attached, for the comprehensive management and operations of the Miami Beach golf course, clubhouse and related facilities in accordance with request for proposals (RFP) no. 125-99/00. The Agreement shall have an initial term of three (3) years, commencing on October 1, 2003, and expiring September 30, 2006, with an option to renew for an additional two (2) one year terms, on a year-to-year basis. All revenues collected from the operation of the Golf Course and related facilities shall be deposited into a City account and operating expenses will be paid from revenue generated. The City shall pay the Golf Course Manager during the initial term and Renewal Term, if any, the amounts described in (a) below.

(a) The annual management fee for the performance of the services hereunder with respect to the Fiscal Year for the first year of the initial management term shall be $137,500 + 9% incentive if earned as stipulated in the agreement with adjustments as follows:

(i) Year 2 - $125,000 + 10 % incentive if earned;

(ii) Year 3 - $125,000 + 10 % incentive if earned;

Renewal Term(s) $125,000 + 10 % incentive if earned.

Advisory Board Recommendation:

Recommended for approval by the Miami Beach Golf Advisory Board at its regularly scheduled meeting of September 2, 2003.

Financial Information:

Source of Funds:

	Amount	Account	Approved
1	$137,500 + 10% incentive bonus if earned.	Parks and Recreation FY 03/04 General Fund Budget	
2			
3			
4			
Total			

Finance Dept.

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R7I

DATE 10-15-03

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: October 15, 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 MAYOR AND CITY CLERK TO EXECUTE AN OPERATION AND MANAGEMENT AGREEMENT, BY AND BETWEEN THE CITY OF MIAMI BEACH, FLORIDA, AND PROFESSIONAL COURSE MANAGEMENT II, LTD., FOR THE COMPREHENSIVE MANAGEMENT AND OPERATIONS OF THE CITY'S MIAMI BEACH GOLF CLUB, CLUBHOUSE AND RELATED FACILITIES, IN ACCORDANCE WITH REQUEST FOR PROPOSALS (RFP) NO. 125-99/00; SAID AGREEMENT HAVING AN INITIAL TERM OF THREE (3) YEARS, COMMENCING ON OCTOBER 1, 2003, AND EXPIRING SEPTEMBER 30, 2006, WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO (2) ONE YEAR TERMS, ON A YEAR-TO-YEAR BASIS, AS PROVIDED IN THE AGREEMENT.**

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

ANALYSIS

For the past several years the City has been in the process of reconstructing of the Bayshore Golf Course, clubhouse and related facilities. An integral component of this comprehensive revitalization has been the selection of a new professional golf course management firm to operate the course, as the City's representative when reconstruction was completed.

In August of 2000 the City initiated the RFP process for the Comprehensive Management and Operation of the City's Golf Courses, Clubhouses and Related Facilities. On November 29, 2000, the Mayor and City Commission accepted the recommendation of the City Manager and authorized the Administration to enter into negotiations with Professional Course Management II, LTD., (PCM) for these services.

The reconstruction of the Bayshore Golf Course, subsequently renamed the Miami Beach Golf Club, began in December of 2001, and was opened on December 17, 2002.

Prior to opening the Administration entered into an interim professional services agreement with PCM to manage the golf course until the long term agreement was completed.

Attached is the long-term Management Agreement, as proposed in RFP NO. 125-99/00, for the Comprehensive Management and Operation of the City's Miami Beach Golf Course, Clubhouse and Related Facilities to be entered into between the City of Miami Beach and Professional Course Management II, LTD., (PCM).

Below is a listing of the salient points of the proposed agreement:

1. Execution Date: Date of adoption by the City Commission.

2. Commencement Date: October 1, 2003.

3. Services to be provided: Subject to the terms of this Agreement, Golf Course Manager shall have the exclusive right, license, privilege, and duty to operate, manage, maintain, and promote the Golf Course and related facilities in a manner consistent with the City's policies and procedures and the operations of other similar first-class facilities. The scope of services required of the Golf Course Manager under the terms of this Agreement shall include but not be limited to:

Overall Golf Course management in accordance with City golf policy:

a. Pro shop operations
b. Starter services
c. Tee-time reservations
d. Marshaling Services
e. Cart rentals and operations
f. Driving range operations
g. Food and beverage service
h. Grounds/buildings and equipment maintenance to City's specifications and manufacturers' specifications.
i. Clubhouse maintenance and operation
j. Development of golf training programs
k. Booking of national and international golf tournaments
l. Securing, execution and monitoring of agreements with Miami Beach hotels for use of the golf course, if approved by the City.
m. Collection and accounting of all revenues.
n. Payment and accounting of all expenses in a timely manner.
o. Formulation and implementation of operating programs, business plans, and budgets.
p. Handling of Golf Course and related facilities' personnel including employment, training, and terminations.
q. Preparation of monthly and annual financial operating statements.

r. Maintain the Golf Course buildings, equipment, utilities, and all appurtenances in conformity with City's specifications and manufacturers' specifications.

s. Plan and carry out advertising and marketing program for the Golf Course and related facilities.

4. Term: The initial Agreement shall be for a three (3) year period commencing on October 1, 2003, and conclude on September 30, 2006, with the option to renew for an additional two (2) one year terms, on a year-to-year basis.

5. Receipts and Disbursements: The Golf Course Manager shall establish and maintain in a bank designated by the City's Chief Financial Officer an operating bank account for the promotion, operation and management of the Golf Course and related facilities in the name of the City, with Golf Course Manager as agent and with signature authority in such employees of the Golf Course Manager as the Golf Course Manager shall determine. All revenues collected by the Golf Course Manager from the operation of the Golf Course and related facilities shall be deposited into such account and Operating Expenses shall be paid by Golf Course Manager as agent for the City from such account. All revenues collected by Golf Course Manager arising from operation of the Golf Course and related facilities are the sole property of the City, held in trust by Golf Course Manager for the City for application as provided herein. Any amounts remaining in said account upon termination of this Agreement for any reason, after payment of all outstanding Operating Expenses, shall be promptly paid by Golf Course Manager to the City.

6. Payment to Golf Course Manager: As consideration to the Golf Course Manager for providing the services herein specified during the initial term and any Renewal Term, the City shall pay the Golf Course Manager during the initial term and Renewal Term, if any, the amounts described in (a) below.

   (a) The annual management fee for the performance of the services hereunder with respect to the Fiscal Year for the first year of the initial management term shall be $137,500 (the "Management Fee"), which Management Fee shall be adjusted as follows:

   (i) Year 2 - $125,000;
   (ii) Year 3 - $125,000;
   (iii) Renewal Term Year 1 - $125,000;
   (iv) Renewal Term Year 2 - $125,000.

   The Management Fee shall be payable in equal monthly installments due on or before the last day of each month during the Fiscal Year, and the Golf Course Manager shall be entitled to draw such amounts from the account base management fee.

7. Incentive Fee: In addition to the Management Fee, the Golf Course Manager shall be entitled to, and shall receive from the City, an annual incentive fee with respect to each Fiscal Year during the initial term and Renewal Term, if any, as follows:

   The Golf Course Manager will be paid the annual incentive fee for the first Fiscal Year (10/1/03 to 9/30/04) of 9% of all gross revenues over $1,875,000, derived from the Golf Course and related facilities operation. The incentive fee shall increase to 10% for the second Fiscal Year of operations, and 10% for the third Fiscal Year, and each Renewal Term, if any. Gross revenues shall not include gross revenues received by Golf Course Manager as a concessionaire for the food and beverage and pro shop facility (merchandise). Gross revenues will include the 5% concession fee paid by Golf Course Manager to the City for the use of the latter facilities.

   Golf Course Manager's annual incentive fee will be earned in full provided the "net operating income before debt service" as shown on the approved annual operating budget equals or exceeds $800,000 per year. Should the "net operating income before debt service" be less than $800,000, Golf Course Manager's annual incentive fee shall be reduced proportionately. By example, if the net operating income before debt service is $720,000 (10% less) then Golf Course Manager's annual incentive fee shall be reduced by 10%.

   In arriving at "net operating income before debt service," there shall be deducted from Golf Course and related facilities gross revenues the ordinary operating expenses as set forth in the annual operating budget approved by the City. Extraordinary operating expenses and/or non-budgeted capital improvements shall not be deducted from gross revenues in determining "net operating income before debt service."

8. Food, Beverage and Pro Shop Concessions: The Golf Course Manager shall also operate the food, beverage and pro shop concessions under the attached concession agreement. The Golf Course Manager shall be responsible for all costs related to personnel, products, materials, insurance and other related expenses; collect all revenues and remit to the City five percent (5%) of gross food and beverage and merchandise sales.

Under the management of PCM, the Miami Beach Golf Club is projected to exceed the 2002 - 03 fiscal year revenue estimate of $2,281,000 by approximately $375,000 while the operating expenses are forecast to be within the allocated budget. The Miami Beach Golf Club budget, as approved, projected a deficit of approximately $800,969 which represents debt service for the year. Based on the forecast, the deficit will be reduced by more than 46%. This is a highly commendable achievement considering these results reflect twelve months of operating expenses and only 9½ months of revenue generation, (the Miami Beach Golf Club opened December 17, 2002).

In February the Administration was informed by the Golf Course Architect, Arthur Hills that the Miami Beach Golf Club has been nominated to be included in the Golf Digest magazine's Top 10 New Golf Courses in the United States for 2002. This rigorous analysis is a year long evaluation that will conclude in November with the selection being published in the last annual issue of Golf Digest. To be nominated in itself is a major honor and accomplishment because rarely will Golf Digest consider a reconstructed golf course in this category. In general they will only evaluate new developments in this competition. The fact that they selected the Miami Beach Golf Club as in this category speaks volumes to its quality and playability.

The Miami Beach Golf Club continues to receive positive recognition in various media. Examples include two promotional pieces that recently appeared in golf magazines. The first piece was in Links Golf Magazine with a distribution of over 700,000 and the second in

Florida Golf Central with a distribution of approximately 75,000. In addition, a video segment focusing on the environmental benefits of using paspalum sod on the golf course was taped to be shown on the National Geographic channel.

PCM has worked in partnership with the City through the grow-in and opening of the Miami Beach Golf Club and has successfully demonstrated their ability to manage, operate and maintain the Club to the high standards envisioned by the Commission, Administration or residents and guests when this RFP was issued. Accordingly the Administration recommends that the Mayor and City Commission approve the attached resolution.

JMG:RCM:KS
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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN OPERATION AND MANAGEMENT AGREEMENT, BY AND BETWEEN THE CITY OF MIAMI BEACH, FLORIDA, AND PROFESSIONAL COURSE MANAGEMENT II, LTD., FOR THE COMPREHENSIVE MANAGEMENT AND OPERATIONS OF THE CITY'S MIAMI BEACH GOLF CLUB, CLUBHOUSE AND RELATED FACILITIES, IN ACCORDANCE WITH REQUEST FOR PROPOSALS (RFP) NO. 125-99/00; SAID AGREEMENT HAVING AN INITIAL TERM OF THREE (3) YEARS, COMMENCING ON OCTOBER 1, 2003, AND EXPIRING SEPTEMBER 30, 2006, WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO (2) ONE YEAR TERMS, ON A YEAR-TO-YEAR BASIS, AS PROVIDED IN THE AGREEMENT.

WHEREAS, for the past several years the City has been in the process of reconstructing the former Bayshore Golf Course, now known as the Miami Beach Golf Club, and its clubhouse and related facilities, and an integral component of this comprehensive revitalization has been the selection of a new professional golf course management firm to operate the course, as the City's representative when reconstruction was completed; and

WHEREAS, in August of 2000 the City initiated a request for proposals process, seeking qualified firms for the comprehensive management and operation of the City's Golf Courses, Clubhouses and Related Facilities (RFP No.125-99/00); and

WHEREAS, on November 29, 2000, the Mayor and City Commission accepted the recommendation of the City Manager and authorized the Administration to enter into negotiations with Professional Course Management II, LTD., (PCM), as the top ranked proposer pursuant to RFP No. 125-99/00; and

WHEREAS, prior to opening, the Administration entered into an interim professional services agreement with PCM to manage the City's golf courses until completion of said courses; and

WHEREAS, as authorized by the Mayor and City Commission, and as the Miami Beach Golf Club is now substantially complete and functionally operative, the Administration has negotiated the attached Management and Operation Agreement, for the comprehensive management and operation of the Miami Beach Golf Club, and its clubhouse, pro shop, and related facilities, to be entered into between the City and PCM; and

WHEREAS, the initial Agreement shall be for a three (3) year term, commencing on October 1, 2003, and concluding on September 30, 2006, with the option to renew for an additional two (2) one year terms, on a year-to-year basis; and

WHEREAS, the City of Miami Beach Golf Advisory Board unanimously recommended approval of this Agreement at its meeting of September 2, 2003.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH hereby approve and authorize the Mayor and City Clerk to execute the attached Management and Operation Agreement, by and between the City of Miami Beach and Professional Course Management II, Ltd., for the comprehensive management and operations of the City's Miami Beach Golf Club, and its clubhouse and related facilities, in accordance with Request For Proposals (RFP) No. 125-99/00; said Agreement shall have an initial term of three (3) years, commencing on October 1, 2003, and expiring September 30, 2006, with an option to renew for an additional two (2) one year terms, on a year-to-year basis, as provided in the Agreement.

PASSED and **ADOPTED** this _____ day of _____2003.

_____
MAYOR

ATTEST:

_____
CITY CLERK

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney RSA 10-6-03 Date

AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA
AND
PROFESSIONAL COURSE MANAGEMENT II, LTD.
FOR
OPERATION AND MANAGEMENT OF THE MIAMI BEACH GOLF CLUB

THIS AGREEMENT made and entered into as of this ____ day of _____, 2003, by and between the CITY OF MIAMI BEACH, FLORIDA, a municipal corporation having its address at 1700 Convention Center Drive, Miami Beach, Florida (hereinafter "City"), and PROFESSIONAL COURSE MANAGEMENT II, LTD., a Florida limited partnership having its principal address at _____ (hereinafter "Manager").

WHEREAS, the City is responsible for the operation of its golf courses for the use and benefit of the public; and

WHEREAS, City desires to continue providing professional golf services for the convenience and enjoyment of the public;

WHEREAS, City desires a professional Manager capable of assuming the complete operation of the Miami Beach Golf Club and all related facilities; and

WHEREAS, Manager is engaged in professional golf management services business and is prepared, equipped and qualified to undertake such operations, and provide all services required hereunder at the Miami Beach Golf Club; and

WHEREAS, said Manager must also be capable of providing an accounting to City of all receipts and disbursements and of maintenance of the facilities and equipment, all in accordance with provisions of this Agreement as negotiated by said Manager and City; and

WHEREAS, said professional Manager is needed to provide for maintenance of the Miami Beach Golf Club and all related facilities and equipment at a service level as outlined hereunder in Exhibit B; and

WHEREAS, City has requested proposals from persons qualified to provide the services of a professional Manager and operator; and

WHEREAS, Manager assures City that it has developed expertise with respect to successful and efficient management and operation of golf facilities on or off of comparable sites and has inspected Miami Beach Golf Club and related facilities.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:

The City hereby grants to Manager, and Manager hereby accepts from the City, the exclusive right to operate and manage the Miami Beach Golf Club (hereinafter, referred to as the "Golf Course," the "Premises", and/or the "Golf Course and related facilities"), in conformance with the purposes and for the period stated herein, and subject to al the terms and conditions herein contained.

ARTICLE 1
DEFINITIONS

As used herein, the following words and phrases shall have the meanings set forth below:

1.01 **Director:**

"Director" means the City's Parks and Recreation Director of the City, and any of his authorized representatives.

1.02 **Business Year**:

Business Year means the City's fiscal year, commencing October 1 and ending September 30.

1.03 **Golf Course/Premises and/or Golf Course and related facilities**:

"Golf Course," "Premises" and/or "Golf Course and related facilities" means any area where Manager's activities are carried out with regard to this Agreement. This shall include, but not be limited to, buildings, non-building improvements, landscaping and equipment on the property designated as the Miami Beach Golf Club, as generally depicted on the site map which is part of Exhibit A, attached hereto. Should Manager and City disagree regarding whether a particular site and/or item shall be considered part of the Golf Course, Premises, and/or Golf Course and related facilities, the Director's decision shall prevail.

1.04 **Auditor**:

Member(s) of accounting staff or professionally qualified consultant employed by the City to conduct an audit.

1.05 **Operating Expenses**

Operating Expenses are all costs and expenses necessary to the operation of the Golf Course and related facilities in the ordinary course of business as approved by City in City's annual budget, to include the following: the cost and fees of the Auditor; insurance; utilities; any Management Fee as provided in Article 11 and other costs set forth in the Operating Budget. Operating Expenses shall be determined in accordance with generally accepted accounting principles consistently applied.

1.06 **Operating Revenues**:

"Operating Revenues" means any and all gross revenues of every kind or return, whether made or provided upon the basis of cash payments or on credit (whether collected or not), derived from sales and services made or provided for the City in connection with Manager's operating, maintaining and promoting the Golf Course and related facilities including, without limitation, the five percent (5%) of gross revenues for food and beverage and pro shop sales, to be paid pursuant to the Concession Agreement between City and Manager, (as

Concessionaire), attached and incorporated as Exhibit "C" hereto; provided, however, there shall be excluded or deducted, as the case may be, from gross revenues the following:

A. All sales taxes, and retailers' excise taxes, paid or collected by or payable by Manager, but only if such taxes are added to the selling price and separately stated from to the selling price of merchandise or services, and collected from customers.

B. All bona fide credits or refunds made by Manager to customers in regard to merchandise sold or services provided by Manager.

C. All sums or credits received in settlement of claims for loss or damage to merchandise and assets.

1.07 **Operating Surplus:**

Operating Revenues less operating expenses and cost of goods sold and management fees as set forth in the annual operating budget, and other authorized expenditures other than the Manager's expenses.

1.08 **Operations:**

The business and commercial operations and affairs in the ordinary courses of business of the Golf Course and related facilities.

1.09 **Operating Budget:**

Operating Budget is a schedule of all anticipated revenues and all estimated expenses for operations at the Miami Beach Golf Club for each City fiscal year period, beginning October 1 and ending September 30, as developed by Manager and formally approved by City.

1.10 **Facility Capital Improvement:**

Any construction project which extends the useful life and/or increases the capacity of the Golf Course and related facilities. For purposes of this Agreement, weeding and replacement or renovation of sod or grass shall not be considered a capital improvement.

1.11 **Term Clarification:**

In the event of any conflict in the definition or interpretation of any word, responsibility, service or schedule between this Agreement and the exhibits attached hereto, said conflict or inconsistency shall be resolved by giving precedence in the following order: first to the Agreement; then to the Exhibits to the Agreement.

ARTICLE 2
Miami Beach Golf Club/Premises

2.01 Golf Course Ownership and Name

The Golf Course consists of lands owned in fee by City. The name of the Golf Course shall remain the same unless changed by City.

2.02 Use of Golf Course

The Premises, as shown on the site map which is attached as Exhibit "A", shall be used only and exclusively for golf course operations and for such other, related purposes for which express approval is granted by the Director, and for no other purpose whatsoever.

2.03 Manager's Acceptance of Physical Condition

The Manager herein accepts the Golf Course and related facilities in its present "**as is**" physical condition as of the date of execution of this Agreement by the parties hereto, and agrees to make no demand upon City for any improvements or alteration thereof. When the remainder of the proposed Golf Course renovations, including but not limited to the clubhouse, equipment maintenance facility, restrooms, and cart barn are completed, the Manager herein agrees that it shall accept same in its "**as is**" condition, and agrees to make no demand upon City for any improvements or alteration thereof.

2.04 Approval Required for Alterations

Any improvements, additions, alterations or changes to the Golf Course and related facilities shall be subject to prior written approval by the Director, securing of applicable permits, and compliance with such terms and conditions as may be imposed thereon by City.

2.05 No Property Interest of Manager

Manager hereby acknowledges the title of City in and to the Golf Course and related facilities, and covenants and agrees never to assail, contest or resist said title, nor to assert with respect thereto any property interest of Manager.

2.06 Ownership of Improvements

Ownership of all existing structures, and of all structures, buildings and/or improvements constructed by City or by Manager upon the Golf Course, and all alterations, additions or betterments thereto, shall immediately vest and be vested in City at all times during and after the term hereof. City shall retain at all times the right to possession of such structures, buildings and/or improvements.

ARTICLE 3
General Scope of Services

3.01 Subject to the terms of this Agreement, Manager shall have the exclusive right, license, privilege, and duty to operate, manage, maintain, and promote the Golf Course and related facilities in a manner consistent with the City's policies and procedures and the operations of other similar first-class facilities. The scope of services required of the Manager under the terms of this Agreement shall include but not be limited to:

3.01.1 Overall Golf Course management in accordance with City golf policy.

a. Pro shop operations (as shall be provided pursuant to the Concession Agreement in Exhibit "C")
b. Starter services
c. Tee-time reservations
d. Marshaling Services
e. Cart rentals and operations
f. Driving range operations
g. Food and beverage service (as shall be provided pursuant to the Concession Agreement in Exhibit "C")
h. Grounds/buildings and equipment maintenance to City's specifications and manufacturers' specifications.
i. Clubhouse maintenance and operation
j. Development of golf training programs
k. Booking of national and international golf tournaments
l. Securing, execution and monitoring of agreements with Miami Beach hotels for use of the golf course, if approved by the City.

3.01.2 Collection and accounting of all revenues.

3.01.3 Payment and accounting of all expenses in a timely manner.

3.01.4 Formulation and implementation of operating programs, business plans, and budgets.

3.01.5 Handling of Golf Course and related facilities' personnel including employment, training, and terminations.

3.01.6 Preparation of monthly and annual financial operating statements.

3.01.7 Maintain the Golf Course buildings, equipment, utilities, and all appurtenances in conformity with City's specifications and manufacturers' specifications.

3.01.8 Plan and carry out advertising and marketing program for the Golf Course and related facilities.

3.01.9 Attend to all other matters necessary or expedient for the efficient performance of the Golf Course's operations, including community meetings and Golf Advisory Board meetings.

3.01.10 Provide an annual inventory of all City owned and/or provided equipment, property and merchandise at the Golf Course and related facilities.

3.02 Manager shall have the right of first refusal to provide such optional services, if any, as may from time to time be requested by the Director.

3.03 After commencement of operations pursuant to this Agreement, Manager shall operate the Golf Course every day, including Sundays and holidays, and during such hours as are specified by the Director. Closure is permitted only with the prior approval of the Director, except for inclement weather in which case the Manager, in his reasonable discretion, shall determine closure, and such closure shall be further subject to Section 6.10.2.

3.04 Manager shall conduct no other operations or activities upon the Golf Course and related facilities other than those set forth in this Article 3 of this Agreement.

ARTICLE 4
City's Responsibilities

4.01 City shall perform the following:

a. Administer all terms and conditions of this Agreement:
b. Monitor standards and specifications;
c. Review and approve Golf Course Operating Budget pursuant to Section 12.3 herein;
d. Review and approve or disapprove, in advance, and within five (5) Business days from receipt of written notice from Manager, any and all expenses not previously budgeted;
e. Review and approve or disapprove, in advance, any alterations to existing facilities;
f. Provide or make provision for all equipment needed to operate Golf Course;
g. Set all fees; and
h. Determine, fund and implement capital improvements.

ARTICLE 5
Management Term and Renewal Term

5.01 The initial term of this Agreement shall be for a period of three (3) years, commencing on October 1, 2003, and expiring at midnight on September 30, 2006, unless earlier terminated pursuant to the provisions of this Agreement.

5.02 The City shall have the right, at its sole option and discretion, to extend this Agreement for two (2) successive one (1) year terms (each a "Renewal Term"), by giving written notice to Manager of such intention not less then ninety (90) days prior to the expiration of the initial term or an exercised Renewal Term.

5.03 It is intended by the parties that the term of the Concession Agreement, attached as Exhibit "C" hereto, shall run concomitantly with this Operation and Management Agreement. A termination and/or expiration of this Operation and Management Agreement shall also result in the automatic termination of the Concession Agreement.

ARTICLE 6
General Management of Golf Courses

6.01 Manager recognizes that its operation hereunder is a service to users of the Golf Course and the public. Manager shall conduct its operations in a first-class, efficient, courteous, and accommodating manner. The Director shall have the right to make reasonable objections to the quality and character of articles sold and services offered to the public, the prices charged, the appearance and condition of the Golf Course and related facilities, and employees utilized by Manager for its operations. Manager shall promptly discontinue or remedy any such objectionable practice upon notification by the Director.

6.02 Manager shall operate and manage the Golf Course and related facilities (including but not limited to, the pro shop, clubhouse, and food and beverage operations and facilities, which will be operated, managed, and maintained as provided in the Concession Agreement, attached as Exhibit "C" hereto), in a first class manner, comparable to other first-class operations providing similar facilities and services in the area. For purposes of this Agreement, the term "first class operations" shall be defined as the operating standards of the Doral, Turnberry and Diplomat golf courses and related facilities.

6.03 **Golf Professional Services – General**

6.03.1 Manager shall provide all Golf Course management and operations, including, but not limited to, the following: sell, rent, store and/or repair golf equipment; sell golf clothing and supplies; provide instructional services in the playing of golf; rent golf carts, and operate a driving range, all in accordance with this Agreement, City of Miami Beach Request for Proposals No. 125-99/00, and Manager's response thereto.

6.04 **Equipment Rental**

Manager shall provide and maintain for rental an adequate and reasonable inventory of golf equipment, as is deemed necessary by Director to adequately meet the public's need therefor.

6.05 **Equipment Repair**

Manager shall furnish and maintain proper facilities, equipment and devices

for the repair of all types of golf equipment and shall make available to the public such repair services.

6.06 **Lessons**

Manager shall provide a full range of golf instruction including, but not limited to, beginners to advanced, individual and group, and all age groups. Manager shall conduct at least three junior golf programs each year.

6.07 **Cart Rental**

607.1 Manager shall provide and maintain for rental an adequate number of manually-operated golf carts, if necessary, in the sole opinion of the Director, to reasonably meet the demands of the public patronizing the Golf Course.

6.07.2 Manager shall provide and maintain a minimum of seventy-five (75) power-driven carts and shall increase the number of carts provided if necessary, in the sole opinion of the Director, to reasonably meet the demands of the public patronizing the Golf Course. All of the seventy-five (75) required power-driven carts shall have shade tops, bag covers, GPS, divot replacement sand and trap rakes. The fleet shall be properly maintained in a clean and fully functional condition.

6.08 **Driving Range**

6.08.1 Manager shall be responsible for the operation of the driving range and responsible for providing and maintaining a sufficient number of driving range mats.

6.08.2 Manager shall also be responsible for providing maintenance of and any necessary damage repairs to the driving range facilities, in accordance with standards and specifications contained in Exhibit B hereto.

6.09 **Starter Services**

6.09.1 Manager shall provide complete Golf Course starter services, as deemed appropriate by the Director, including but not limited to controlling starting times, taking reservations for tee times, scheduling tournaments, and collecting green fees and all other applicable golf courses fees.

6.09.2 Manager shall operate all equipment and provide supplies necessary for the operation of the starter system, including but not limited to: player scorecards; a cash register which shall issue a receipt and keep a permanent record for each sale and business transaction; an automated telephone tee-time reservation system for utilization at the Golf Course; telephones, wiring and all equipment necessary for the operation of the automated reservation system at Miami Beach Golf Club; and a computer system which shall be used to transfer to the Department on a daily basis attendance, sales and accounting records in a detail and format as requested by the Director.

6.09.3 Manager shall operate and maintain a hotel guest reservation scheduling service and a tournament scheduling services, as deemed appropriate by the Director, including but not limited to reserving tournament dates, processing reservation agreements, arranging for tournament assistance, collecting green fees and other fees associated with tournament play, and supplying services. Manager shall provide Director, monthly with a complete list of all proposed tournaments.

6.09.4 Manager shall honor all contracts for tournaments and banquets as shall be scheduled and approved by City. Any such events shall be coordinated and scheduled with Manager so as to not conflict with tournaments scheduled by Manager pursuant to Section 6.09.3 above, and so as to minimize disruption to the golf course concession operations.

6.09.5 Manager shall be fully responsible for the collection of all green fees, reservation fees, and other monies associated with the operation of the starter system. Manager shall be solely responsible for depositing fees collected in the bank account established pursuant to Section 12.5, and shall also maintain account reconciliations and bookkeeping related to the fee revenues. Manager shall account for and deliver to the City all such monies due to City in accordance with provisions contained within this Agreement.

6.09.6 Manager shall keep complete records of account with regard to all monies collected hereunder. Manager shall also be responsible for and shall keep neat, readable starting sheets. Manager shall, throughout the term of this agreement, comply with Director's policy statement(s) regarding the collection of all fees, reporting requirements for fees collected, and the system of accountability and procedures therefor. All accounting records and starting sheets shall at all times be completely available for examination by the Director, the City's Chief Financial Officer or other authorized representative.

6.10 **Days and Hours of Operation**

6.10.1 Manager shall keep the starter's office open every day, including Sundays and holidays. The minimum hours of operation shall be from dawn to dusk, with the exception of closures required by weather conditions. Any changes in the days and hours for operation heretofore prescribed shall be subject to the prior approval of the Director.

6.10.2 In regard to the Golf Course being out of operation, whenever play must be temporarily suspended on the Golf Course due to inclement weather conditions, the decision on when to allow play to resume, and when to allow golf carts to go out on the courses, will be made by Manager.

6.11 **Starter Service Supplies/Equipment**

Manager shall provide all necessary golf starter sheets, golf pencils and an adequate number of accurate and attractive, color golf scorecards, as approved by City. All of the aforementioned items shall be in form and content acceptable to the Director.

6.12 **Fees**

Manager shall charge and collect all Golf Course fees and charges according to a fee schedule approved by the Mayor and the City Commission. City reserves the right to keep or to change the fee schedule, in its sole discretion.

6.13 **Pro Shop**

6.13.1 Manager shall operate, stock, staff and maintain the Pro Shop pursuant to the terms and conditions of the Concession Agreement between City and Manager, (acting as Concessionaire), attached hereto and incorporated herein as Exhibit "C".

6.14 **Golf Professional**

A "Class A: P.G.A. Professional" shall be on site at the Golf Course full-time and shall provide lessons and perform all other similar and customary services for same at similar establishments in the South Florida area. The playing of the game of golf shall be taught only by qualified instructors whose qualifications have been approved in writing by the Director.

6.15 **Golf Course Marshal Service**

Manager shall provide Golf Course Marshal Services. Manager shall submit for the Director's approval a schedule setting forth hours of operation for course marshaling. Any curtailment or decrease of this service is subject to the prior written approval of the Director.

6.16 **Minimum Grounds Maintenance Service**

6.16.1 Manager shall provide grounds maintenance services, including at a minimum, but not limited to, the obligations to mow, edge, trim, overseed, fertilize, aerate, irrigate, sod, change cups, service tees, top dress, repair divots, rake traps, spray, mop, spot irrigate, syringe, and renovate turf and shrub areas designated hereunder, as well as to provide weed, disease and pest control, tree maintenance, maintenance of irrigation system including mainlines, pumps, boosters and controllers, keep swales and drain lines in good repair and to provide the necessary maintenance of any appurtenant structures and equipment. A summary of minimum maintenance standards is attached as Exhibit B, and the Manager is required to maintain the Golf Course and related facilities at this level of quality or better. In addition, the Manager shall maintain all equipment, utilities, and related structures in good working condition in accordance with City standards and manufacturers' recommendations.

6.16.2 Manager shall provide a Class A GCSAA (Golf Course Superintendents Association of America) Superintendent at the Golf Course on a full time basis.

6.17 **Food and Beverage Services**

6.17.1 **Sale of Food and Beverages**

Manager shall provide for the sale of food and beverages, including beer, wine and alcoholic beverages, and catering services for tournaments, events or groups utilizing the Golf Course and related facilities, in accordance with the terms and conditions of the Concession Agreement between City and Manager, (acting as Concessionaire), attached hereto and incorporated herein as Exhibit "C". All food and beverage operations and services shall be of first-class quality and provided in a first-class manner, comparable to other first-class operations providing similar services in the area. For purposes of this Agreement, the term "first class operations" shall be defined as the operating standards of the Doral, Turnberry and Diplomat golf courses and related facilities.

6.17.2 **Days and Hours of Operation**

6.17.2.1 Manager shall open the restaurant for business in accordance with the days and hours of operation established pursuant to Section 6.10, each and every day and shall close the restaurant no sooner than thirty (30) minutes after the last golfer has finished play. The restaurant operations may be modified to extend the closing hour as determined to be in the best interest of the City and Manager, (acting as Concessionaire).

6.17.2.2 Manager shall submit for the Director's approval a schedule setting forth hours of operation for on-course and restaurant food and beverage services. Any curtailment or decrease of this service is subject to the prior written approval of the Director.

6.17.2.3 The days and hours of operation set forth in this Section 6.17.2 shall be complied with unless advance written authorization to deviate from this schedule has been obtained from the Director.

6.17.3 **Alcoholic Beverages License**

Manager shall meet all requirements for appropriate on-sale licenses from the Florida Department of Alcoholic Beverage Control. Manager shall be solely responsible for the payment of all costs and expenses required to complete the transfer of such licenses at the Golf Course and related facilities to Manager and to maintain such license for the duration of the term of this Agreement.

6.18 **Golf Course Promotion/Advertising and Promotional Materials**

6.18.1 Manager agrees to advertise and promote the Golf Course and related facilities to foster a favorable business environment, stimulate patronage, and support City efforts to maximize use of the Golf Course and related facilities, and promote and advertise the Golf Course and related facilities as a first-class facility and tourist destination in the City of Miami Beach.

6.18.2 Manager shall, as a part of this Agreement, work with the Director, City officials and/or designated City boards, agencies, and committees, golf organizations, the Miami Beach Chamber of Commerce, the Greater Miami Convention and Visitor's Bureau (GMCVB), travel and golf magazines and tournament promoters in promoting golf in the City and the Golf Course. Manager shall also develop and maintain an Internet web page promoting the Golf Course, listing amenities etc. This web page is subject to the approval of the City.

6.18.3 Manager shall use its best efforts to develop and maintain cooperative working relationships with the aforesaid persons and other interested organizations in order to provide the best programs and services possible for the public.

6.18.4 Manager shall not promulgate nor cause to be distributed any advertising or promotional materials unless prior approval thereof is obtained from Director. Said approval shall not be unreasonably withheld or delayed and shall be deemed to be given if no objection is made within fifteen (15) days following the Director's receipt of the request for approval. Such materials include, but are not limited to, advertising in newspapers, magazines and trade journals, and radio and/or television commercials.

6.18.5 Any advertising or promotional materials promulgated by Manager which contain the words "Miami Beach Golf Club," or any derivative thereof, shall also include the City of Miami Beach logo or other reference to the Golf Course and related facilities as a City of Miami Beach facility, as specifically approved by the Director.

6.19 **Optional Services**

Manager shall have the right of first refusal to provide such optional services, if any, as may from time to time be requested by the Director. The need, demand, nature and extent of such optional service shall be determined by the Director, at his sole discretion. If, in the sole opinion of the Director, it is appropriate and in the best interests of the City to offer the right of first refusal for a particular service to some other person or firm, such decision shall not be contested. Should Manager decline to provide any such service upon request by the Director, Manager acknowledges that the Director will proceed to make such other arrangements therefor as deemed by the Director to be appropriate, and Manager shall make no claim no assertion of any further right or entitlement with respect to such matters.

ARTICLE 7
Golf Courses and Related Facilities
Equipment and Improvements

7.01 Manager accepts the Golf Course and related facilities in their **as-is** condition existing as of the commencement of the initial term of this Agreement. City shall equip, and Manager shall maintain, the Golf Course and related facilities with all such appliances and equipment as may be necessary to Manager's operations hereunder. Any equipment proposed to be installed or otherwise provided by Manager, as approved in the Operating Budget, shall be subject to the prior inspection and approval of the Director.

7.02 Any equipment used by Manager shall be taken "as is," inventoried, repaired or renovated, if necessary, and returned to City at the end of the term hereof.

7.03 Manager shall make no refurbishment or alterations to the Golf Course and related facilities, whether in whole or in part, nor construct additional improvements upon the said Premises, without the prior written approval of the Director. Title to such improvements shall immediately vest and be vested in City at all times during and after the term hereof.

7.04 Manager hereby acknowledges the title of City in and to the Golf Course and related facilities, and covenants and agrees never to assail, contest or resist said title, nor to assert with respect thereto any property interest of Manager.

7.05 Upon expiration or earlier termination of this Agreement, Manager shall surrender the Golf Course and related facilities to the City in a good state of repair, reasonable wear and tear excepted. Manager shall restore and repair any damage to the Golf Course and related facilities, which the Director, in his reasonable discretion, determines has been caused by Manager's negligence or failure to maintain, as necessary, to the satisfaction of the Director. Manager shall be solely responsible for any damage caused by any risk which Manager is required to insure against pursuant to Article 20.

ARTICLE 8
Maintenance and Repair

[Note: For purposes of this Article 8 only, the term Golf Course and related facilities shall also be deemed to include the Par 3 Golf Course]

8.01 Manager shall be solely responsible for the safety and all maintenance and repair of the Golf Course and related facilities, and all equipment, furniture and fixtures thereon, in conformance with and at a minimum service level as outlined in Exhibit B, attached hereto.

8.02 Manager shall provide and maintain in its employ a Golf Course superintendent and maintenance crew during normal working hours, as determined by the Director. All of Manager's maintenance personnel shall be supervised by a Class "A" GCSAA (Golf Course Superintendents Association of America) Superintendent. Manager must employ sufficient personnel to perform all work as scheduled and required by City. All personnel shall be clean and neat at all times and wear appropriate uniforms as approved by the Director.

8.03 In regard to emergency services, Manager will provide Director with the names and telephone numbers of at least two (2) qualified persons who can be called by City representatives when emergency maintenance conditions occur during hours when Manager's normal work force is not present. City shall call for such assistance only in the event of a genuine and substantial emergency.

8.04 City shall furnish, and Manager shall maintain, all necessary equipment, supplies and material of good quality and in sufficient number to fulfill the requirements of this Agreement and to accomplish an acceptable and professional level of maintenance. Director

Agreement and to accomplish an acceptable and professional level of maintenance. Director shall confer with Manager as to approval of the type of each supply, material, or equipment, supplies and materials shall include, but not be limited to:

8.04.1 All golf course(s) maintenance equipment including but not limited to tractors, fairway mowers, greens mowers, tree trimming trucks, etc., as deemed necessary by the Director, in his sole discretion;

8.04.2 All necessary gas, oil, and spare parts for all equipment;

8.04.3 All necessary seed, fertilizers, fungicides, insecticides, herbicides, and for greens;

8.04.4 Parts necessary for the repair and maintenance of all irrigation systems, and appurtenant equipment;

8.04.5 Tee towels, soap, ball washers, putting green cups and flags, benches, trap rakes, tee markers, tee mats, trash receptacles, trash receptacle liners, cleat brushes, and all other pertinent golf course equipment;

8.04.6 Materials for the installation and maintenance of drains;

8.04.7 Sand for all greens traps and an acceptable substitute for fairway traps on an as-needed basis as determined by the Director.

8.05 Manager shall maintain and-operate the Premises in a clean, safe, wholesome, and sanitary condition, free of trash, garbage, or obstructions of any kind, and in compliance with any and all applicable present and future laws, general rules and regulations of any governmental authority in force now or at anytime during the term of this Agreement relating to sanitation, public health, safety, or welfare.

8.06 Manager shall perform acceptable day-to-day housekeeping and maintain and perform all repairs on the Golf Course and related facilities, except for those repairs which, upon prior written notice from Manager of the necessity for same, Director, in his sole discretion, specifically agrees to undertake on behalf of the City. All such maintenance, repairs and replacements shall be of quality equal to or better than the original in materials and workmanship.

8.07 Manager shall remedy without delay any defective, dangerous, or unsanitary conditions. Manager shall initiate the appropriate actions necessary to correct such situation within the same operational day the unacceptable condition is identified.

8.08 The Director may, at any time, without notice, enter upon the Golf Course, to determine if repairs, housekeeping and maintenance satisfactory to City are being performed.

8.09 Regularly scheduled inspections of the Premises and Manager's operations authorized herein shall be made by City. The written report of such inspections shall be recorded, retained for reference, and forwarded to Manager upon request.

8.10 The Manager or his representative shall meet with the Director or his representative once every four (4) weeks and at such other times as may be required by City to Manager's performance under this Agreement and to discuss any problems or other matters as determined by City.

8.11 Manager shall supervise janitorial service, including window washing and refuse containers, and shall keep the Premises used and occupied by it in a neat, clean, and sanitary condition at all times. Manager shall be responsible for cleaning and maintaining all public restrooms in the clubhouse and on the golf course. Restroom maintenance will consist of one complete and thorough cleaning prior to opening each day and a restroom inspection every three (3) hours minimum, with restroom supply restocking and necessary cleaning performed as needed.

8.12 Manager shall maintain designated areas of the driving range, in accordance with provisions listed in Section 6.08 of this Agreement.

8.13 **Garbage and Utilities**

8.13.1 Manager shall provide a complete and proper arrangement for the adequate sanitary handling and disposal away from the Golf Course and all related facilities of all trash, dry and wet garbage, and other refuse resulting from, or in any way associated with the use of the Premises.

8.13.2 To the extent feasible and practical, the Manager shall establish and implement a program for the recycling of waste materials accumulated upon the Premises, to include food and beverage concession materials and landscape debris.

8.14 Should Manager fail, after ten (10) days' notice from City of the need thereof, to perform its obligations required pursuant to this Article 8, City may, but shall not be obligated to, (in addition to all other available remedies) exercise its right to terminate this Agreement as provided hereinafter and enter upon the Premises and perform Manager's said failed obligations, using any equipment or materials on the Premises suitable for such purposes; provided however, that in the event that the default is not reasonably susceptible to being cured within such ten (10) day period, Manager shall not be considered in default if it shall, within such period, commenced with due diligence and dispatch to cure, and thereafter completes with dispatch and due diligence the curing of such default but in no event shall such extended cure period exceed ninety (90) days from the date of the initial written notice thereof.

ARTICLE 9 [intentionally deleted]

ARTICLE 10
Manager's Personnel

10.1 Manager's activities and operations at the Golf Course and related facilities shall be supervised by one or more active, qualified, competent, and experienced employee(s) of Manager. A general manager shall be on site full time during the Golf Course hours of operations. Manager may designate either the P.G.A. Class-A Professional or the Class-A Superintendent as duly authorized to act for Manager in all aspects of its day-to-day operations. Manager shall notify Director when Manager is absent, and who shall act in Manager's absence.

10.2 Manager's personnel shall at all times while on duty at the Golf Course and related facilities be clean and neatly groomed, courteous, efficient, and attired in a suitable uniform as approved by the Director. Manager's personnel shall perform its operations authorized hereunder in a businesslike manner, without rudeness or discourtesy to any person, or use of profanity. All personnel shall have a clear understanding of the established service levels and at minimum comply with them. All personnel shall participate in and completed a customer services training program and offer the highest level of customer service. This customer service will be stressed by the Manager at all times. Manager's personnel shall be subject to drug testing, background checks and other related pre-employment standards deemed appropriate by the City.

10.3 Manager shall at all times maintain a high standard of services to the public, to the satisfaction of the Director who shall be the sole judge of the adequacy thereof. Upon written notice by the Director that the conduct of any of Manager's personnel at the Golf Course and related facilities is detrimental to the best interests of the public, or to City, Manager shall, within twenty-four (24) hours thereafter, furnish evidence satisfactory to the Director of correction of such deficiency.

10.4 **Staffing and Hours of Operation**

10.4.1 Subject to the approved annual operating budget, Manager shall staff its operation with personnel to conduct all operations authorized hereunder, in sufficient number to meet public demand for prompt, courteous, and efficient service.

10.4.2 Manager shall adjust the number of its assigned personnel, or its hours of operation, as may be requested from time to time by the Director.

10.5 **Notice of Personnel: Changes**

Manager shall, in writing, inform the Director of the full name and specific assignment of each of its personnel used in performance of this Agreement. Manager shall thereafter notify the Director, in writing, within forty-eight (48) hours following any such personnel changes.

ARTICLE 11
Management Fee and Incentive Fee

11.1 Manager's Compensation

11.1.1 As consideration to Manager for providing the services herein specified during the initial term and any Renewal Term, the City shall pay Manager during the initial term and Renewal Term, if any, the amounts described in (a) below.

(a) The annual management fee for the performance of the services hereunder with respect to the Fiscal Year for the first year of the initial management term shall be $137,500 (the "Management Fee"), which Management Fee shall be adjusted as follows:

(i) Year 2 - $125,000;
(ii) Year 3 - $125,000;
(iii) Renewal Term Year 1 - $125,000;
(iv) Renewal Term Year 2 - $125,000.

11.1.2 The Management Fee shall be payable in equal monthly installments due on or before the last day of each month during the Fiscal Year, and Manager shall be entitled to draw such amounts from the account described in Section 12.5.

11.2 Incentive Fee

11.2.1 **Amount**. In addition to the Management Fee, Manager shall be entitled to, and shall receive from the City, an annual incentive fee with respect to each Fiscal Year during the initial term and Renewal Term, if any, as follows:

The Manager will be paid the annual incentive fee for the first Fiscal Year (10/1/03 to 9/30/04) of 9% of all gross revenues over $1,875,000, derived from the Golf Course and related facilities operation. The incentive fee shall increase to 10% for the second Fiscal Year of operations, and 10% for the third Fiscal Year, and each Renewal Term, if any. Gross revenues shall not include gross revenues received by Manager as a concessionaire for the food and beverage and pro shop facility (merchandise). Gross revenues will include the 5% concession fee paid by Manager to the City for the use of the latter facilities.

Manager's annual incentive fee will be earned in full provided the "net operating income before debt service" as shown on the approved annual operating budget equals or exceeds $800,000 per year. Should the "net operating income before debt service" be less than $800,000, Manager's annual incentive fee shall be reduced proportionately. By example, if the net operating income before debt service is $720,000 (10% less) then Manager's annual incentive fee shall be reduced by 10%.

In arriving at "net operating income before debt service," there shall be deducted from Golf Course and related facilities gross revenues the ordinary operating expenses as set forth in the annual operating budget approved by the City. Extraordinary operating expenses and/or non-

budgeted capital improvements shall not be deducted from gross revenues in determining "net operating income before debt service." Such extraordinary operating expenses or unbudgeted capital improvements shall include but not be limited to the following:

Real estate taxes on the Golf Course and related facilities, if imposed during the term of this Agreement; damage caused by Force Majeure, as defined in Section 29.5; capital improvements required by the City beyond that which is budgeted; and additional costs related to promotional events including major tournaments that may be approved by the City beyond that which is budgeted.

Extraordinary non-budgeted expenses shall include extra security services, modular rentals, capital (computers, telephones, F.F.E.), temporary portable restroom and cart barn rentals, City Property Management division and City Public Works division expenses related to the removal of the cart barn and modular buildings and site restoration thereof, water bills resulting from a lack of salt water pump station, Par Three Golf Course maintenance, streetscape maintenance, and Manager's annual incentive fee.

11.2.2 **Payment**. The annual incentive fee determined pursuant to Section 11.2.1 above shall be payable to Manager within forty-five (45) days of the end of a Fiscal Year. Manager will thereupon be entitled to deduct the amount of such fee from the account described in Section 12.3.7, provided that to the extent that Manager projects that such a deduction would leave insufficient funds in such account to cover Operating Expenses for the remainder of the then-current fiscal year, Manager shall be entitled not to deduct all or a portion of such fee from such account, and, upon notice thereof from Manager, the City shall promptly pay Manager the amount of the fee that has not been deducted from such account.

ARTICLE 12
Funding; Budgets; Bank Accounts

12.1 **Operating Funds**.

Subject to Section 12.2, following the approval of the annual operating budget for a Fiscal Year (including, without limitation, any annual operating budget applicable to the first Fiscal Year during the term hereof), the City shall make available to Manager all funds necessary to pay all Operating Expenses incurred or accrued in such Fiscal Year. Such funds shall be deposited by Manager in the operating account established pursuant to Section 12.5 and used to pay Operating Expenses.

12.2 **Non-Funding**

12.2.1 The City shall have no obligation to provide funds for the payment of Operating Expenses incurred or committed for, beyond the approved annual Operating Budget, after the date Manager receives written notice (an "Appropriation Deficiency Notice") of the fact that insufficient funds or no funds have been appropriated for the Golf Course and related facilities.

12.2.2 If the Appropriation Deficiency notice is of insufficient funds, the City shall pay all Operating Expenses incurred or committed for after such date which are within the aggregate level of appropriated funds in the approved annual Operating Budget. The City shall pay all Operating Expenses incurred or committed for that are within the aggregate level of funds in the approved annual Operating Budget, prior to the date Manager receives the Appropriation Deficiency Notice. Any failure by the City to provide funds (beyond the aggregate level of appropriated funds in the annual Operating Budget) for the payment of Operating Expenses incurred or committed for after Manager receives an Appropriation Deficiency Notice shall not be a breach of or default under this Agreement by the City.

12.3 **Annual Budget; Cash Flow Budget**

12.3.1 During the City's annual budget and review process of each year, Manager will prepare an annual operating budget for the next Fiscal Year to meet the scope of services and objectives under this Agreement. Such budget shall contain appropriate line items for revenues and expenses and the projected net operating deficit or surplus.

12.3.2 The Mayor and City Commission, each year during the term hereof, shall review and approve annual budget for the succeeding Fiscal Year in the course of the City's annual budget review process.

12.3.3 The annual budget referred to in Sections 12.3.1 and 12.3.2 above shall be reviewed and is subject to approval by the City Manager and the Mayor and the City Commission. The City Manager and the Mayor and the City Commission shall notify Manager of any changes to the annual operating budget for the succeeding Fiscal Year proposed by Manager and with such changes, if any, as are made by the City, such budgets shall be the Approved Budgets for the following Fiscal Year.

12.3.4 On or prior to the commencement date hereof, Manager has given its comments and observations on the preliminary annual operating budget for the first Fiscal Year hereof prepared by the City. Manager has submitted to the City Manager and the Mayor and the City Commission its proposed annual operating budget for the first Fiscal Year hereof; such proposed budget shall be treated in the same manner and create the same rights as obtained following the submission of annual budgets as described in Section 12.3.3 above, provided that the City shall notify Manager of any changes to such annual budget.

12.4 **Budget Modifications Initiated by the City**.

In the event that it appears reasonably likely, in any year during the term hereof, that the actual Net Operating Loss/Profit for such Fiscal Year will be larger than projected in the annual operating budget for such Fiscal Year, the City Manager and/or the Mayor and the City Commission may request from Manager a plan for reduction of Operating Expenses to a level consistent with the budgeted Net Operating Loss/Profit amount. Manager shall forthwith comply with any such expense reduction requested by the City and the approved budgets for such Fiscal Year shall be modified accordingly.

12.5 **Receipts and Disbursements**

Manager shall establish and maintain in a bank designated by the City's Chief Financial Officer an operating bank account for the promotion, operation and management of the Golf Course and related facilities in the name of the City, with Manager as agent and with signature authority in such employees of Manager as Manager shall determine. All revenues collected by Manager from the operation of the Golf Course and related facilities shall be deposited into such account and Operating Expenses shall be paid by Manager as agent for the City from such account. All revenues collected by Manager arising from operation of the Golf Course and related facilities are the sole property of the City, held in trust by Manager for the City for application as provided herein. Any amounts remaining in said account upon termination of this Agreement for any reason, after payment of all outstanding Operating Expenses, shall be promptly paid by Manager to the City.

ARTICLE 13
[Article 13 intentionally deleted]

ARTICLE 14
[Article 14 intentionally deleted]

ARTICLE 15
Records and Reports

15.1 Manager shall prepare and maintain an adequate set of records, in detail and methodology satisfactory to the Director and the City's Chief Financial Officer, documenting all Golf Course and related facilities gross revenues and Operating Expenses pursuant to this Agreement. Such method shall include the keeping of the following records:

a. Regular books of accounting, such as general ledgers;

b. Cash receipts and cash disbursements journals, including any supporting and underlying documents such as invoices, vouchers, checks, tickets, bank statements, etc.;

c. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown;

d. Cash register tapes (daily tapes may be separate but shall be retained so that from day to day the sales can be identified) and golf starter sheets.

e. Annual inventory of equipment, merchandise and other related materials.

15.2 Manager shall record all sales by means of cash registers which publicly display the amount of each sale and automatically issue a customer's pre-numbered receipt or verify the amount recorded on a slip. Said cash registers shall in all cases have locked-in sales totals and transaction counters which continuously accumulate and which cannot, in any case, be reset and, in addition thereto, a tape located within the register on which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record. In the event of a technical or electrical failure of the cash registers, Manager shall record by hand all collections and issue a sequentially pre-numbered customer's receipt in like manner. Under no circumstances shall Manager conduct sales which are not recorded or for which customer receipts are not issued.

15.3 Any other reporting records that the Director deems necessary for proper reporting of receipts and disbursements.

15.4 If at any time the Director or the City's Chief Financial Officer deems Manager's accounting practices or procedures inadequate or not in accordance with City procedures, Manager shall make requested adjustments to its practices and procedures.

15.5 Manager shall submit monthly to the Director a written report, in a format and in detail satisfactory to the Director, of all Manager's gross revenues from all operations at the Golf Course, and related facilities during the preceding calendar month. Such report shall include, without limitation, a daily breakdown of such gross revenues.

15.6 Preparation of reports with respect to all financial aspects of the Golf Course, such as payroll data, cash receipts, accounts receivable, budget reports and detailed profit center information;

15.7 Maintenance of accounting records and preparation of annual financial statements of the Golf Course and related facilities in accordance with generally accepted accounting principles, consistently applied, including all required footnotes and disclosure.

15.8 **Financial Statement and Miscellaneous Reports**

In addition to such other reports as may be required by this Agreement, Manager shall submit the following reports to City:

15.8.1 **Financial Statement**

Within forty-five (45) days following the last day of each Fiscal Year hereunder, or at any early termination of this Agreement prior to the end of the term, Manager shall submit a financial statement covering all business transacted by it at the Golf Course and related facilities during such period, and all gross revenues, commissions and other income derived therefrom; except for services provided pursuant to the Concession Agreement in Exhibit "C", which shall be governed by the terms thereof. Such financial statement shall be compiled by Manager in accordance with generally accepted accounting practices, and shall be in a format, and in detail, satisfactory to the Director.

15.9 **Miscellaneous Reports**

Any other financial or statistical reports reasonably requested by the Director from time to time during the term hereof shall be provided by the Manager, without cost to the City, within a reasonable period of time.

ARTICLE 16
Monthly Reporting

16.1 Manager is required to provide the City with a monthly income statement report. The City will reconcile this report with starter sheets and other source documents to determine if all gross revenues have been included in the report. The report will also be analyzed to determine if expenditures are reasonable based on the submitted operating budget. If an error is found, the City will contact the Manager immediately.

ARTICLE 17
Retention of Records

17.1 Manager shall retain all its books and records of account for the term hereof for not less than two (2) calendar years following the last day of such term. Such books and records of account shall show all Manager's gross receipts, commissions, and other income derived from its operations, pursuant to this Agreement, all deductions therefrom, supporting documents, and all other information required by this Agreement.

17.2 Manager shall retain such books and records of account, and such reports and records as may be required of it, or requested by City, pursuant to this Agreement, at a location within the City and shall keep and maintain the same in accordance with accepted professional accounting principles.

ARTICLE 18
Audit and Access to Manager's Records

18.1 Upon written notification by City, Manager shall make all of its financial records related to the Golf Course and related facilities operations available to City at the business office of Manager including, but not limited to, general ledger, original entry journals, canceled checks, invoices, bank statements, federal and state payroll and income tax filings and financial statements. Manager shall provide such access to such records for City's purposes in verifying information submitted by Manager in any report or financial statement required or requested of Manager pursuant to this Agreement, and for City's purposes in verifying Manager's compliance with the terms of this Agreement, but for no other purpose.

18.2 Further, at any time within two (2) calendar years following the last day of the term hereof, upon written notification to Manager, City may, at its sole cost and expense, inspect, audit, and

copy Manager's books, records of account, and supporting documentation relating to Manager's operations at the Golf Course and related facilities. City, its agents, or auditors may inspect, audit, and copy such books, records of account, and supporting documentation for City's purposes in determining the correctness of the computation of the Operating Surplus as set forth by the annual financial statement submitted by Manager.

18.3 In the event of a discrepancy of more than three percent (3%) between Manager's Gross Receipts, commissions, or other income as established by such inspection and audit, and such Gross Receipts, commission, or other income as reported by Manager pursuant to any financial reports submitted by Manager to City, Manager shall, upon demand, reimburse City for all its costs in connection with such inspection, audit, and copying.

18.4 Manager further agrees to allow City to review its financial records and books on the Golf Course and related facilities.

ARTICLE 19
Permits and Licenses

19.1 Manager shall obtain and maintain in full force and effect throughout the term of this Agreement any and all applicable permits and business licenses which may be required by any law, including administrative regulations and local ordinances, for the conduct of Manager's operations hereunder.

Within ten (10) calendar days following award of this Agreement, Manager shall furnish the Director with copies of all such permits and licenses.

ARTICLE 20
Insurance

20.1. Manager shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Manager, its agents, representatives or employees. City shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the City's Risk Management Office the insurance provisions in these requirements do not provide adequate protection for City and for members of the public, City may require Manager to obtain insurance sufficient in coverage, form and amount to provide adequate protection. City's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

20.2 At a minimum, Manager shall maintain the following types of insurance coverage at all times throughout the term of this Agreement.

a. Comprehensive General Liability in the minimum amount of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage. This policy must also contain coverage for Center operations, products and contractual liability.

b. Workers Compensation Insurance as required under the Laws of the State of Florida.

c. 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

The policies of insurance referred to above shall not be subject to cancellation or change except upon at least thirty (30) days prior written notice to the City, and then only subject to the prior written approval of the City Manager or his designee. Prior to the Commencement Date, Manager shall provide City with a Certificate of Insurance for each such policy. ALL POLICIES SHALL NAME THE CITY OF MIAMI BEACH FLORIDA AS AN ADDITIONAL NAMED INSURED. All such policies shall be obtained from companies authorized to do business in the State of Florida with an A.M. Best Insurance Guide (latest edition) rating acceptable to the City's Risk Manager, and any replacement or substitute company shall also be subject to the prior written approval of the City's Risk Manager.

20.3 The Manager will notify its insurance agent without delay of the existence of the Hold Harmless Agreement contained within this Agreement, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

20.3.1 The Manager will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City under the Hold Harmless Agreement from any and all claims arising out of contractual operations.

20.4 All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure and shall be made available to the City upon request to the Manager. No deductibles will be allowed in any policies issued on the Agreement unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City.

20.5 Compliance by the Manager with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Manager of its liabilities and obligations under any Section or provision of the Agreement.

20.6 Insurance coverage required shall be in force throughout the contract term. Should the Manager fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the Agreement term, the City shall have the right to consider the Agreement breached and declare a default by the Manager; provided, however, that Manager shall not be deemed in default in the event that any insurance coverage required herein shall either be unavailable or unattainable, or if available, at rates which are commercially prohibited. Manager shall provide City with immediate written notice of its inability to procure any

insurance coverage required herein, and the parties shall use best efforts to procure alternate coverage, or such other solution as they may deem necessary.

20.8 If the Manager does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the City, may be considered.

20.9 Insurance for the food and beverage and pro shop concessions shall be as provided by the Concession Agreement, attached as Exhibit "C" hereto.

ARTICLE 21

21.1 Termination of Agreement

Except as otherwise provided, if Manager defaults in the performance of any promise, term, condition, or covenant required of it herein, and fails to cure such default within ten (10) calendar days following notice thereof from the Director, this Agreement shall terminate; provided, however, that in the event that the default is not reasonably susceptible to being cured within such ten (10) day period, Manager shall not be considered in default if it shall, within such period, have commenced with due diligence and dispatch to cure, and thereafter completes with dispatch and due diligence the curing of such default but in no event shall such extended cure period exceed ninety (90) days from the date of initial written notice thereof.

21.2 Cross Default

A default by Manager, as Concessionaire, pursuant to the Concession Agreement in Exhibit "C", shall also be considered an event of default under this Agreement.

21.3 If, in the event Manager cannot or does not operate the Golf Course and related facilities in accordance with the terms and conditions stated herein, and the Director terminates this Agreement, the Director may take immediate possession of the Golf Course and related facilities, and operate such facilities in any manner deemed appropriate by the Director for City's benefit and the public's best interests, without any liability therefore to Manager.

21.4 City's Right to Terminate Agreement for Convenience

NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, IF THE CITY DETERMINES, AT ANY TIME DURING ANY RENEWAL TERM HEREUNDER, THAT IT IS IN THE BEST INTEREST OF THE CITY TO TERMINATE THIS AGREEMENT, THE CITY MAY, ACTING THROUGH THE DIRECTOR, TERMINATE THIS AGREEMENT, WITHOUT PENALTY OR CAUSE, IN THE CITY'S SOLE DISCRETION, UPON NINETY (90) DAYS' WRITTEN NOTICE OF INTENT TO TERMINATE GIVEN TO MANAGER. A TERMINATION FOR CONVENIENCE, AS PROVIDED HEREIN, SHALL ALSO TERMINATE FOR CONVENIENCE THE CONCESSION AGREEMENT IN EXHIBIT "C".

ARTICLE 22
Golf Course Evaluation Report

22.1 City and Manager agree that the overall condition and playability of the golf course, the quality of service provided by Manager, and the condition of the Golf Course and related facilities is of primary importance to both parties. As this Agreement specifies the standards of performance deemed necessary for proper maintenance and services, City and Manager will develop a Golf Course Evaluation Report to document Manager's performance pursuant to those standards.

22.2 City Golf Course Evaluation Report will be completed by an authorized representative(s) of the Director after an inspection of the Golf Course by City's representative(s).

22.3 City shall make every reasonable effort to conduct such inspections on a regular basis, and Manager or his authorized representative will be invited to participate in the inspection tour of the premises.

22.4 The Director reserves the right to modify, update, and/or amend the general content and format of the Golf Course Evaluation Report forms in order to provide for a suitable instrument for the documentation of Manager's performance.

22.5 **Director's Inspection**

Manager shall provide golf cart(s) for inspection of the Golf Course by the Director and others as determined by the City. The inspection shall occur not less than annually or more frequently than monthly. The inspection shall also cover, but not be limited to, the pro shop and clubhouse areas and shall include a briefing on the Golf Course operations by Manager.

ARTICLE 23
Non-assignability

Except for estate transfers, Manager shall have no right, authority, or power whatsoever to sell, assign, or transfer any right, license, privilege, or duty granted to or imposed upon it hereunder. Such right, license, privilege, and duty are granted and imposed solely and personally to and upon Manager, and any such sale, assignment, or transfer shall result in immediate termination hereof.

ARTICLE 24
Conflict of Interest

24.1 Manager shall perform its services under this Agreement and conduct the golf course management and operations contemplated herein, in a manner so as to show no preference for other golf operations/facilities owned, operated, managed, or otherwise controlled by Manager with regard to its responsibilities pursuant to this Agreement.

24.2 No director or officer of Manager shall have any interest in any concession activities at the Golf Course or its related facilities nor in any contract involving the Golf Course without prior written approval by the Director. Operating Expenses shall not include any profit increment to Manager or its associates. Profit to Manager, if any, is included within the Management Fees specified in Article 11 herein.

ARTICLE 25
Authority of the Director

The Director shall administer this Agreement on behalf of City.

Unless otherwise provided herein, or required by applicable law, the Director shall be vested with all rights, powers, and duties of City hereunder.

With respect to matters hereunder subject to the approval, satisfaction, or discretion of City or the Director, the decision of the Director in such matters shall be final.

ARTICLE 26
Consent

Whenever the consent or approval of either the Mayor or the Miami Beach City Commission, the Director, or other City official is required or authorized hereunder, such consent or approval shall not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed.

ARTICLE 27
Time of the Essence

Time is of the essence in the performance of this Agreement.

ARTICLE 28
Independent Contractor

28.1 It is understood and agreed that Manager (including Manager's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Manager's assigned personnel shall not be entitled to any benefits payable to employees of City. As an independent contractor, Manager hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

28.2 It is further understood and agreed by the parties hereto that Manager in the performance of its obligation hereunder is subject to the control or direction of City as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Manager for accomplishing the results.

28.3 If, in the performance of this agreement, any third persons are employed by Manager, such person shall be entirely and exclusively under the direction, supervision, and control of Manager. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Manager.

28.4 It is further understood and agreed that as an independent contractor and not an employee of City, neither the Manager nor Manager's assigned personnel shall have any entitlement as a City employee, right to act on behalf of City in any capacity whatsoever as agent, nor to bind City to any obligation whatsoever.

28.5 It is further understood and agreed that Manager must issue W-2 and 941 Forms for income and employment tax purposes, for all of Manager's assigned personnel under the terms and conditions of this Agreement.

ARTICLE 29
Indemnification of City

29.1 In consideration of a separate and specific consideration of $10.00 and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Manager shall indemnify, hold harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of Manager, its subcontractor(s), agents, servants or employees in the performance of services under this Agreement unless such claim, demand or cause of action arises as a result of the City's gross negligence or willful misconduct.

29.2 Subsection 29.1 shall survive for four (4) months following the termination or expiration of this Agreement. Subsection 29.1 shall not apply, however, to any such liability,

that arises as a result of the willful misconduct or gross negligence of the City, its agents, servants or employees.

29.4 **Subrogation**

The terms of insurance policies referred to in Article 20 shall preclude subrogation claims against Manager, the City and their respective officers, employees and agents.

29.5 **Force Majeure.**

Neither party shall be obligated to perform hereunder and neither party shall be deemed to be in default if performance is prevented by:

a. fire which renders at least thirty percent (30%) of the Golf Course and related facilities unusable and which is not caused by negligence of Manager;

b. Earthquake; hurricane; flood; act of God; civil commotion occurring at the Golf Course and related facilities during or in connection with any event; or other matter or condition of like nature; or

c. Any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, or war.

29.6 **Labor Dispute**

In the event of a labor dispute which results in a strike, picket or boycott affecting the Golf Course and related facilities operations described in this Agreement, Manager shall not thereby be deemed to be in default or to have breached any part of this Agreement, unless such dispute shall have been caused by illegal labor practices of Manager and there has been a final determination of such fact which is not cured by Manager within thirty (30) days.

29.7 **Waiver of Loss from Hazards**

The Manager hereby expressly waives all claims against the City for loss or damage sustained by the Manager resulting from fire, water, natural disasters/acts of God (e.g., hurricane, tornado, etc.), civil commotion, riot, or any other Force Majeure contemplated in Subsection 29.5 and Labor Dispute in Subsection 29.6 above, and the Manager hereby expressly waives all rights, claims, and demands against the City and forever releases and discharges the City from all demands, claims, actions and causes of action arising from any of the aforesaid causes.

ARTICLE 30
Release of Liability

30.1 City shall not be liable for, and is hereby released from, any and all liability to Manager, or to any person claiming under or through Manager for any loss or damage whatsoever to the property or effects of Manager resulting from the discharge of water, or other substance, from pipes, sprinklers, conduits, containers, appurtenances thereof or fixtures thereto, or from any damage resulting from the discharge or failure of electric current, regardless of cause or origin, except that which is caused by the act of negligence of City, its officers, employees, or agents.

30.2 Further, Manager shall be solely responsible for the safety and security of property, equipment, supplies, merchandise, and commodities used or offered for sale by Manager at the Golf Courses and related facilities. City shall have no liability or responsibility whatsoever, and Manager shall make no claim against City, with respect to such matters.

ARTICLE 31

Taxes

31.1 Manager shall, at its sole cost and expense, pay any and all taxes for which it is responsible, or which may be assessed against it; as of the commencement date of this Agreement, it is believed by the City that, to the best of its knowledge, such taxes include those related to compensation (base and incentive management fees) and the Concession Agreement.

31.2 **Right to Contest Taxes**

Manager shall have the right in its own name or to the extent necessary, in City's name, to contest, in good faith and by all appropriate proceedings the amount, applicability or validity of any tax assessment pertaining to the Golf Course and related facilities and its related operations thereon.

In the event Manager initiates such contest, City shall reasonably cooperate with Manager, provided that such contest will not subject any part of City property to forfeiture or loss; and provided, further, that if Manager contests any assessment made by the Assessor of City, such contest shall not be initiated in the name of City, and City shall not be obligated to cooperate therewith.

31.3 If at any time, payment of any tax or assessment becomes necessary to prevent any such forfeiture or loss, Manager shall timely pay such tax or assessment to prevent such forfeiture or loss.

ARTICLE 32
Signs

Manager shall place no sign, emblem, or advertising, of any kind or character, at or on the Golf Courses, clubhouses or other facilities without the prior written approval of the Director.

ARTICLE 33
Notices

33.1 All notices, consents, waivers, directions, requests or other instruments of communications provided for under this Agreement, shall be deemed properly given if, and only if, delivered personally or sent by registered or certified U.S. mail, postage pre-paid, as follows:

IF TO THE CITY:	Kevin Smith, Director, Parks and Recreation 2100 Washington Avenue Miami Beach, Florida 33139
With copies to:	Robert C. Middaugh Assistant City Manager City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139
IF TO MANAGER:	_____ _____ _____ _____
With copies to (which shall not constitute notice):	_____ _____

The Manager and the City may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

ARTICLE 35
Notice of Claims and Suit

35.1 City and Manager shall each give the other prompt and timely written notice of any personal injury or accident claim for in excess of One Thousand and No/00 Dollars ($1, 000.00), and of any lawsuit coming to its knowledge, when either such claim or lawsuit arises out of or if in any way connected with the construction or operations of Manager hereunder, the construction or operation of the Golf Course and related facilities by City which in any way, directly or indirectly, contingently or otherwise, might reasonably affect the parties' relationship under this Agreement.

35.2 Such notice shall be deemed prompt and timely if given within thirty (30) calendar days following the date of receipt of such claim by an officer, agent, or employee of either party, and, if given within ten (10) calendar days following the date of service of process upon either party with respect to any such lawsuit.

ARTICLE 36
Employee Parking

Vehicular and equipment parking by Manager, its officers, agents, employees, licensees, suppliers, or subcontractors shall be restricted to such areas at the Golf Course and related facilities as are designated by the Director.

ARTICLE 37
Applicable Law

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and shall be deemed to have been made, and shall be performed, in the State of Florida.

ARTICLE 38

This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall be in Miami-Dade County, Florida. BY ENTERING INTO THIS AGREEMENT, MANAGER AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THE AGREEMENT.

ARTICLE 39
Nondiscrimination Clause

Manager shall not discriminate in the provision of services because of color, race, creed, national origin, religion, sex, sexual orientation, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d), the American with Disabilities Act (42 U.S.C. Section 12131 et seq.), and all other applicable laws and regulations requiring no discrimination.

ARTICLE 40
Equal Opportunity

The City is an Equal Opportunity Employer. Manager shall comply with Federal, State, and City Equal Employment opportunity requirements.

40.1 Equal Employment Opportunity

Manager shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, in violation of the law. Manager shall take affirmative action, as necessary, to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, in violation of the law. Such action shall include but not be limited to the following: Employment, layoff or termination: rates of pay or other forms of compensation; and selection for training, including apprenticeship.

40.2 Compliance

Manager shall comply with all applicable federal, state, and City statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of Florida and construed with and governed by the laws of the State of Florida.

ARTICLE 41
No Warranty Re: Golf Course

City does not warrant that the Golf Course and related facilities will continue to be used as golf course during the term of this Agreement. In the event that such use is terminated, this Agreement will automatically terminate as of the date of such cessation of use and Manager shall neither claim nor entitlement to any damages whatsoever from City.

ARTICLE 42
Entire Agreement

This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

ARTICLE 43
Nonwaiver of Rights

No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions, herein contained, to be performed, kept, and observed by the other party.

ARTICLE 44
Headlines

The headings of the articles and sections of this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope of intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST: THE CITY OF MIAMI BEACH, FLORIDA

_____ _____

Robert Parcher, City Clerk David Dermer, Mayor

MANAGER MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below]

MANAGER/PROFESSIONAL COURSE MANAGEMENT II, LTD.

ATTEST:

_____
(Name of Corporation)

_____ By: _____
(Secretary) (President)

_____
(Corporate Seal) (Print Name and Title)

____day of _____, 20____

[If not incorporated sign below]

MANAGER/PROFESSIONAL COURSE MANAGEMENT II, LTD.

WITNESSES:

_____ _____
(Name of Firm)

_____ By: _____
(Signature)

_____
(Print Name and Title)

_____day of _____, 20____

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 10-3-03 Date

List of Exhibits

Exhibit "A"	Site Map
Exhibit "B"	Maintenance Standards
Exhibit "C"	Concession Agreement

SITE MAPS

EXHIBIT - A

TITLE:	Bayshore Golf Course
ADDRESS:	2301 Alton Road
LEGAL DESCRIPTION:	Area known as Bayshore Golf Course
SIZE:	Irregular 118.51 acres
USE:	Golf Course
ADJACENT ZONING:	C-1, RS-4, RS-3, RM-100, PUD
YEAR OF ACQUISITION:	
DEED RESTRICTIONS:	
LEASES:	American Golf Corp. - Management Agreement Term expires 9/30/1991 with (3) 5-year extensions
TAX FOLIO:	# 3227-00-010
ASSESSMENTS - LAND:	$ 888,825
ASSESSMENTS - IMPROVEMENTS:	$ 1,084,417
ASSESSMENT - TOTAL:	$ 1,973,242

DESCRIPTION OF IMPROVEMENTS:

STRUCTURE:	Bayshore Clubhouse		Concession/Shelter 28th (betw.Alton Meridian)
DATE OF CONSTRUCTION:	5/1954-55		11/1957
ORIGINAL COST:	$ 253,407		$ 5,405
MAJOR REHABS:	Addn.	Reconst.	
DATE:	10/1960	1970	
COST:	$ 68,027	$ 15,846	
TYPE CONSTRUCTION:	C.B.S.		C.B.S. #3
DIMENSIONS/STORIES:	14,664 sq. ft.		420 sq. ft.
CONTENTS VALUE:	$		

STRUCTURE:	Bayshore Maint. Bldg. 2800 Meridian	Storage Bldg. (old Coffee Shop) 24th (Alton Rd.)
DATE OF CONSTRUCTION:	1956	1922
ORIGINAL COST:	$ 17,653	$ 20,000
MAJOR REHABS:		
DATE:		1974
COST:	$	$ 4,523
TYPE CONSTRUCTION:	C.B.S. #2	C.B.S.
DIMENSIONS/STORIES:		
CONTENTS VALUE:	$	

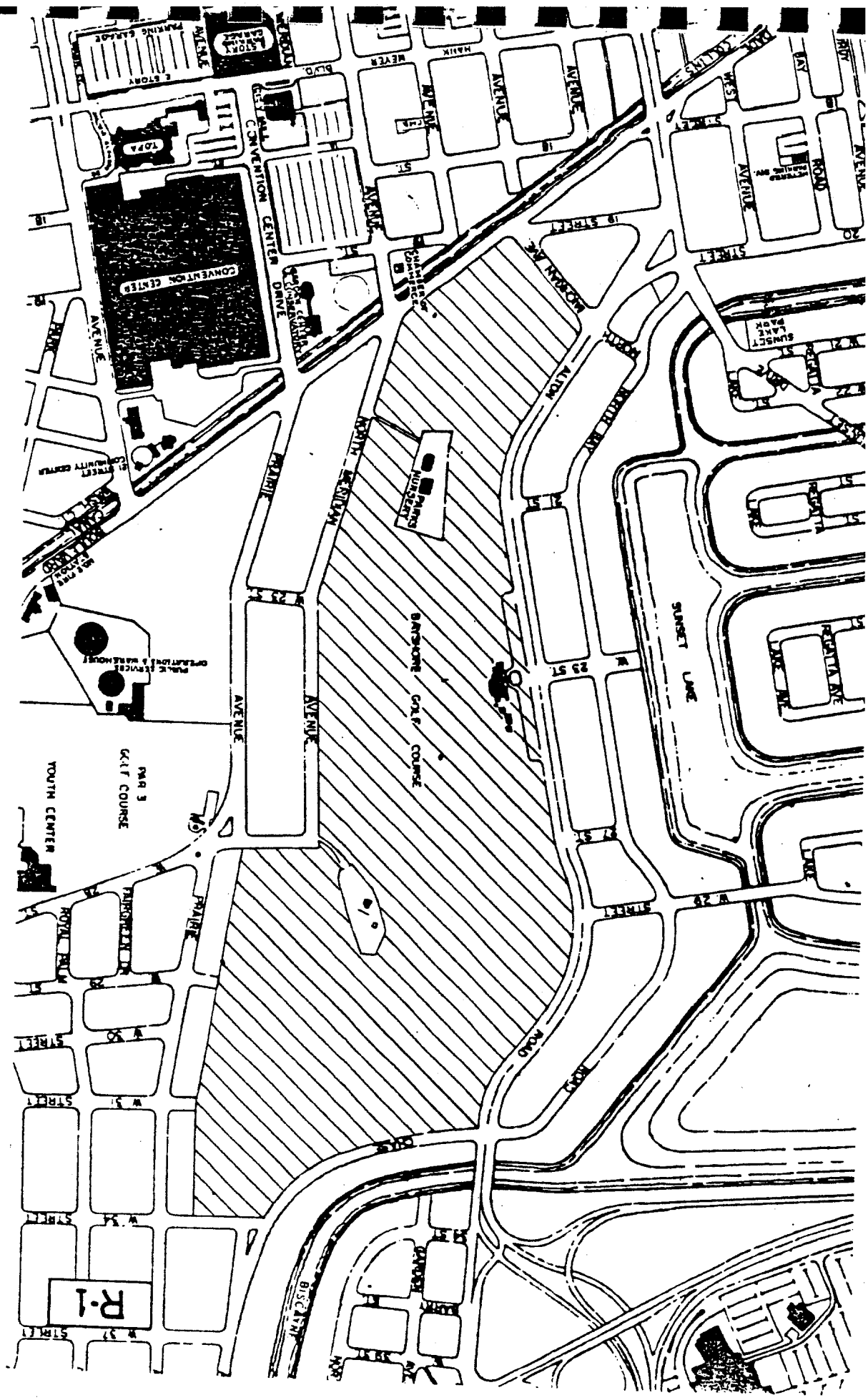
Bayshore Golf Course/continued

INDEX #: R-1
DATE: 8/31/9(

STRUCTURE:	Caddy Pen 25th & Alton Rd.	2 Comfort Stations 28th & N. Meridian N. Meridian & Dade
DATE OF CONSTRUCTION:	1938	1952
ORIGINAL COST:	$ 13,277	$ 4,895 each
MAJOR REHABS: **DATE:** **COST:**	$	
TYPE CONSTRUCTION:	C.B.S. #3	C.B.S. #3
DIMENSIONS/STORIES:		
CONTENTS VALUE:	$	

STRUCTURE:	City Nursery & Maintenance Hdqtrs.
DATE OF CONSTRUCTION:	1968/1969
ORIGINAL COST:	$ 125,635
MAJOR REHABS: **DATE:** **COST:**	$
TYPE CONSTRUCTION:	
DIMENSIONS/STORIES:	
CONTENTS VALUE:	$

INDEX #: R-1
DATE: 8/31/9


CONVENTION CENTER
CONVENTION CENTER DRIVE
PARKING GARAGE
E STORY
TOPA
PARKS NURSERY
BAYSHORE GOLF COURSE
PAR 3 GOLF COURSE
YOUTH CENTER
SUNSET LAKE
SUNSET LAKE PARK
REGATTA AVE
NORTH MERIDIAN
PRAIRIE
ALTON
NORTH BAY
ROAD
BISCAYNE
R-1

MAINTENANCE CONDITIONING & MINIMUM EQUIPMENT NEEDED STANDARDS REPORT

EXHIBIT - B

CITY OF MIAMI BEACH

BAYSHORE GOLF COURSE

MIAMI BEACH, FLORIDA

MAINTENANCE CONDITIONING & MINIMUM EQUIPMENT NEEDED STANDARDS REPORT

MAY, 2000

PREPARED FOR:

MR. KEVIN SMITH, DIRECTOR OF PARKS AND RECREATION
CITY OF MIAMI BEACH
PARKS AND RECREATION DEPARTMENT
2100 WASHINGTON AVENUE
MIAMI BEACH, FLORIDA 33139

PREPARED BY:

TERRY BUCHEN GOLF AGRONOMY INTERNATIONAL
4772 WILLIAMSBURG GLADE
WILLIAMSBURG, VIRGINIA 23185-2113 USA
757-253-0900 OFFICE
757-220-3001 FAX

Maintenance Conditioning& Minimum Equipment Needed Standards:

Please Note: All Equipment listed is for mandatory usage and all quantities listed are the minimum amounts required to provide the desired Maintenance Conditioning Standards.

GREENS:

- Grass Type: Georgia Certified TifEagle Bermudagrass.
- Mower Type & Rollers: Six- (6) Walk-Behind Greens Mowers with Whiele Tournament Rollers used Year Round. Cleanup Laps Mowed with Two- (2) Walk Behind Greens Mowers with Solid Rollers Year Round, With Roller Scrapers, Year Round.
- Groomers & How Often: All Six- (6) Walk-Behind Greens Mower Equipped With Groomers. Grooming Required Minimum of Three- (3) Days Per Week Year Round.
- Mowing Height:
  - Summer: 1/8 – 1/10 Inches.
  - Winter: 1/8 – 1/10 Inches.
- Mowing Directions: Seven- (7).
- Mowing Frequency:
  - Summer: Seven- (7) Days Weather Permitting; Double Cut 1-2 Times Per Week.
  - Winter: Seven- (7) Days Weather Permitting; Double Cut 1-2 Times Per Week.
- Grass Clipping Disposal & Where: Dispose of in Trash Dumpster.
- Stimpmeter Reading:
  - Summer: 9-10 Feet; 9- Foot Minimum Speed.
  - Winter: 9-10 Feet; 9- Foot Minimum Speed.
- Aerified:
  - Aerifier Type & Quantities: Two- (2) Walk-Behind Greens Aerifiers.
  - How Often: Three- (3) Times Per Year; May, July, September.
  - Coring Size: ½- Inch Diameter Coring Tines Only.
  - Aerifier Plug: Physically Remove Aerifier Plugs From Green Surface.
  - Hydroject: One- (1) Toro Hydroject Aerifier; One- (1) Time Per Month Year Round.
- Topdressing:

- Routine Topdressing: One- (1) Time Every Week Year Round; Using Original Greensmix.
- Fill Aerifier Holes with Topdressing & What Kind: Yes; Using Original Greensmix.
- Topdressing Equipment & Quantities: Two- (2) Truckster Mounted Topdressing Machines.
- Drag In Topdressing: Use One- (1) Inch Square Mesh Steel Drag Mat Measuring 6' x 8'.

- Spiking:
  - How Often: One- (1) Time Per Month Year Round; Topdress Afterwards.
  - Type Spiker & Quantity: One- (1) Set Triplex Greens Mower Mounted Spiker Attachments.

- Verticutting:
  - How Often: Every Two- (2) Weeks March Through November.
  - Direction(s): Four- (4).
  - Type Verticutter & Quantity: One- (1) Set Triplex Greens Mower Mounted Verticut Attachments With Grass Catchers.

- Brushing:
  - How Often: As Needed.
  - Type Brush & Quantity: Six- (6) Brush Attachments Mounted On All Walk Behind Greens Mowers.

- Tournament Roller:
  - How Often: Two To Three- (2-3) Times Per Week.
  - Type & Quantity: Two- (2) Side To Side Tournament Speed Rollers.

- Growth Retardants:
  - How Often: Every 3-4 Weeks March Through November Following All Label Directions.
  - Chemical Used: Primo.

- Poa Annua Control Measures:
  - How Often: As Needed By Following All Label Directions.
  - Chemical Used: Kerb Herbicide.

- Diseases:
  - Integrated Pest Management (IPM) Program: Yes.
  - Preventative Program: As Needed.
  - Curative Action: As Needed.
  -
- Weeds:
  - Program: Post Emergence As Needed.
  - PreEmergence Herbicides & Program: Not Needed.

- Nematodes & Program: Preventative & Curative Program As Needed By Following All Label Directions.

- Mole Crickets & Program: Chipco Choice Curative Program As Needed By Following All Label Directions.

- Fertilization:
  - Program: Following All Soil Testing Laboratory Recommendations For All Major & Minor Nutrients.
  - Fertigation: As Needed.

- pH:
  - Liming: As Needed.
  - Sulfur: As Needed.

- Soil Testing & Frequency: Four- (4) Times Per Year.

- Thatch Levels: No More Than ¼- Inches Thick.

- Watering Practices: Use Probes To Check Soil Moisture; Water Deep & Infrequently Whenever Possible.
  - Hand Watering: As Needed.

- Spikeless Golf Shoe Policy: Yes.
  - When Initiated: At Grand Opening Of Golf Course.

- Collars:
  - Grass Type: Georgia Certified Tifway 419- Bermudagrass.
  - Mowing Height: ½- Inch – Same As Fairways – Year Round.
  - Width: Thirty- (30) Inches Wide.
  - Mower Quantity, Type & Rollers: Two- (2) Walk Behind Greens Mowers With Whiele Rollers.
  - Mowing Frequency: Three- (3) Days Per Week (MWF).
  - Mowing Direction: Both Directions.
  - Aerification: Same As Greens.
  - Topdressing: Same As Greens.
  - Verticutting: Same As Greens.
  - Fertility: Same As Greens.
  - Miscellaneous Maintenance Practices: Check For Proper Width As Needed.

- Approaches:
  - Grass Type: Georgia Certified Tifway 419- Bermudagrass.
  - Mowing Height: ½- Inch – Same As Fairways – Year Round.
  - How Far In Front Of Green Is Approach Mowed: Varies With Each Golf Hole.
  - Mower Quantity, Type & Roller: Two- (2) Triplex Greens Mowers With Whiele Front Rollers and Solid Rear Rollers, With Roller Scrapers.
  - Mowing Frequency: Three- (3) Days Per Week (MWF).
  - Mowing Direction(s): Four- (4), Cross Cutting One- (1) Time Per Week.

- Aerification: Same As Fairways.
- Topdressing: Same As Fairways.
- Verticutting: Same As Tees.
- Fertility: Same As Fairways.
- Miscellaneous Maintenance Practices: Hydroject Aerified As Needed.

- Hole Locations:
  - Changed How Often: Seven- (7) Days Per Week Year Round.
  - Chart or System Used: 9- Position Hole Location Chart For Each Green.

- Cups:
  - Type: Metal Only.
  - Painted & Exhanged How Often: Every Other Week Year Round.

- Flagsticks:
  - Height: Eight- (8) Feet.
  - Diameter: ½- Inch.
  - Color: Florescent Yellow Tournament Flagstick.
  - Made Of: Fiberglass.
  - Ferrule: Notched.
  - Manufacturer: Par Aide or Standard.
  - Hole Location System: Red, White & Blue Different Colored Flags Designating Front, Middle & Back Hole Locations, Respectively.
- Flags:
  - Color: Red, White and Blue.
  - Made Of: Nylon.
  - Logo: Embroidered On One- (1) Side.

- Overseeding Winter Program: None.

TEEING GROUNDS:

- Grass Type: Georgia Certified Tifway 419- Bermudagrass.

- Mower Quantities, Type & Rollers: Two- (2) Triplex Greens Mowers With Whiele Tournament Front Rollers & Solid Rear Rollers, With Roller Scrapers, Year Round.

- Mowing Height:
  - Summer: ½- Inch.
  - Winter: ½- Inch.

- Mowing Directions: Four- (4), Cross-Cutting One- (1) Time Per Week.

- Mowing Frequency:

- Summer: Three- (3) Days Per Week (MWF).
- Winter: Three- (3) Days Per Week (MWF).

- Grass Clipping Removal:
  - Grass Catchers Used: Yes – All Year Round.

- Aerified:
  - How Often: Two- (2) Times Per Year During July & September.
  - Aerifier Tines & Size: 3/4- Inch Diameter Coring Tines Only.
  - Aerifier Plug: Physically Remove Aerifier Plugs From Tee Surface.
  - Aerifier Type: Two- (2) Fairway Aerifiers With Two- (2) Inch On Center Aerifier Holes.

- Topdressing:
  - How Often: Every Other Week Year Round.
  - Laser Leveled: One- (1) Time Per Year During Summer Months Only With Straight Sand.
  - Type: Same Sand Only As Used In Original Greensmix.
  - Fill Aerifier Holes with Topdressing & What Kind: Yes; Same Sand Only As Used In Original Greensmix.
  - Topdressing Equipment & Quantities: Two- (2) Truckster Mounted Topdressing Machines.
  - Drag In Topdressing: Use One- (1) Inch Square Mesh Steel Drag Mat Measuring 6' x 8'.

- Tee Yardage Plaques Mounted Below Turf Surface:
  - Edged How Often: Every Other Week Year Round.

- Spiking:
  - How Often: One- (1) Time Per Month Year Round; Topdressing Afterwards.
  - Type Spiker: One- (1) Set Triplex Greens Mower Mounted Spiker Attachments.

- Verticutting:
  - How Often: Two- (2) Times Heavily During Summer (June & August); Every Other Week Routine Verticutting Year Round.
  - Type Verticutter: One- (1) Set Triplex Greens Mower Mounted Verticut Attachments.

- Soil Added To Divots:
  - Frequency & Soil Type: Seven- (7) Days Per Week Year Round; Straight Sand-Same Sand Used In Greensmix.
  - Soil Only Bottles on Golf Carts: Yes; Two- (2) Per Golf Cart.
  - Soil Only Containers on Par 3's: Yes; Adjacent To Every Set Of Tee Markers.

- Growth Regulator:
  - How Often: Every 3-4 Weeks March Through November Following All Label Directions.
  - Chemical Used: Primo.

- Diseases:
  - IPM: Yes.

- Preventative Program: As Needed.
- Curative Program: As Needed.

- Weeds & Program:
  - Post Emergence Program: As Needed With Proper Herbicides Following All Label Directions As Golf Course Must Be Weed Free Year Round.
  - PreEmergence Herbicide(s) & Program: Spring and Fall; Rhonstar, Alternating With Dimension, Barricade or Surflan – Following All Label Directions.

- Poa Annua Control Measures:
  - How Often: As Needed.
  - Chemicals Used: Kerb Herbicide Following All Label Directions.

- Nematodes & Program: Preventative & Curative Program As Needed By Following All Label Directions.

- Mole Crickets & Program: Chipco Choice As Needed By Following All Label Directions.

- Fertilization:
  - Program: Following All Soil Testing Laboratory Recommendations For All Major & Minor Nutrients.
  - Fertigation: As Needed.

- pH:
  - Liming: As Needed.
  - Sulfur: As Needed.

- Soil Testing & Frequency: Four- (4) Times Per Year.

- Thatch Levels: No More Than ½- Inch Thick.

- Watering Practices: Deep and Infrequently To Promote A Good Root System.
  - Hand Water: As Needed.

  - Where Disposed: Trash Dumpster.

- Tee Markers:
  - Changed How Often: Seven- (7) Days Per Week Year Round.

- Overseeding Winter Program: None.

FAIRWAYS:

- Grass Type: Georgia Certified Tifway 419- Bermudagrass.

- Mower Quantity, Type & Rollers: Three- (3) Five- (5) Plex Medium Weight Fairway Mowers With Whiele Front Rollers and Rear Solid Rollers, With Roller Scrapers, Year Round.

- Mower Used For Cleanup Laps & Frequency Used: Same Mower If No Wear Pattern Exists; Triplex Greens Mower If Wear Pattern Exists Anytime Year Round.

- Mowing Height:
  - Season: ½- Inch Year Round.

- Mowing Direction:
  - Fairways: Four- (4); Cross Cut One- (1) Time Per Week Year Round.

- Mowing Frequency:
  - Summer: Three- (3) Days Per Week (MWF).
  - Winter: Three- (3) Days Per Week (MWF).

- Grass Clippings: Use Nets On All Three- (3) Fairway Mowers To Drag In Grass Clippings.
  - Grass Catchers Used: No.

- Aerified:
  - How Often: Two- (2) Times Per Year (June & August).
  - Aerifier Tines & Size: 3/4- Inch Diameter Coring Tines Only.
  - Aerifier Plug: Physically Drag Aerifier Plugs Into Fairway Surface; Blow Off Plugs Onto Edges And Remove With Vacuum/Sweeper.
  - Aerifier Type: Two- (2) Fairway Aerifiers With Two- (2) Inch On Center Aerifier Holes.

- Topdressing:
  - How Often: Two- (2) Times (June & August) Per Year.
  - Thickness: 3/8- Inch Thick For Each Topdressing Application.
  - Fill Aerifier Holes with Topdressing: Yes.
  - Sand Type: Use Florida DOT Specification Topdressing Sand.
  - Topdressing Machine: One- (1) Large Capacity Fairway Topdressing Machine.
  - Drag In Topdressing: Use One- (1) Inch Square Mesh Steel Drag Mat Measuring 6' x 8'.
- Spiking:
  - How Often: Every Other Month Year Round.
  - Type Spiker & Quantity: One- (1) Three Point Hitch Or Tow Type Large Area Fairway Spiker.

- Verticutting:
  - How Often: One- (1) Heavy Verticutting In May Every Year.
  - Type Verti-cutter: One- (1) Set Five Plex Fairway Mower Mounted Verticut Units Or Contract Out.

- Growth Regulators:
  - How Often: Every 3-4 Weeks March Through November Following All Label

Directions.
    - Chemical Used: Primo.
- Diseases:
    - IPM: Yes.
    - Preventative Program: As Needed.
    - Curative Program: As Needed.

- Weeds:
    - Program: Post Emergence Herbicides As Needed By Following All Label Directions; Golf Course Must Be Completely Weed Free Year Round.
    - PreEmergence Herbicide Program: Spring and Fall Only; Rhonstar, Alternating With Dimension, Barricade or Surflan By Following All Label Directions.

- Nematode Program: Preventative & Curative As Needed By Following All Label Directions.

- Mole Cricket Program: Chipco Choice Program By Following All Label Directions.

- Poa Annua Control Measures:
    - How Often: As Needed By Following All Label Directions.
    - Chemical Used: Kerb Herbicide.

- Fertilization:
    - Program: Following All Soil Testing Laboratory Recommendations For All Major & Minor Nutrients.
    - Fertigation: As Needed.

- pH:
    - Liming: As Needed.
    - Sulfur: As Needed.

- Soil Testing & Frequency: Four- (4) Times Per Year.

- Thatch Levels: ¾- Inch Maximum.

- Watering Practices: Deep and Infrequently To Promote A Good Root System.
    - Hand Water: As Needed.

- Overseeding Winter Program: None.
- Soil Added To Divots:
    - How Often: Every Other Week During Winter; One- (1) Time Per Month During Summer.
    - Soil Bottles On Golf Carts: Two- (2) Per Each Golf Cart - Soil Only.

- Drag Dew in Mornings:
    - Frequency: Any Time Fairways Are Not Mowed, Including Weekends.

- Sprinkler Head Yardage:
  - Edging Program: Every Three- (3) Weeks Year Round.

- Yardage Markers:
  - Edging Program: Every Three- (3) Weeks Year Round.

ROUGHS:

- Grass Type: Georgia Certified Tifway 419- Bermudagrass.

- Mower Types: One- (1) 12- Foot Wide Three- (3) Deck Rotary Mower; Two- (2) Utility Triplex Mowers With Whiele Front Rollers; One- (1) 72-88- Inch Wide Out Front Contour Type Rotary Mower; Five- (5) Flymo Type Rotary Mowers; Five- (5) String Line Trimmers.

- Mowing Height: 1¼"-1½ ".

- Mowing Direction: Randomly.

- Mowing Frequency: One- (1) Time Per Week Minimum – Spot Mow Second Time Each Week As Needed Year Round.

- Grass Clipping Disposal & Where: None.

- Aerified:
  - How Often: Two- (2) Times Per Year.
  - Aerifier Tines & Size: 3/4- Inch Diameter Coring Tines Only.
  - Aerifier Plug: Physically Drag Aerifier Plugs Into Roughs Surface And Remove Debris With Vacuum/Sweeper.
  - Aerifier Type: Two- (2) Fairway Aerifiers With Two- (2) Inch On Center Aerifier Holes.

- Topdressing:
  - How Often: None.

- Spiking:
  - How Often: One- (1) Time Quarterly Year Round.
  - Type Spiker: One- (1) Three Point Hitch Or Tow Type Large Area Fairway/Rough Spiker.

- Verticutting:
  - How Often: One- (1) Heavy Verticutting In May Every Year Same Time As Fairways.
  - Type Verti-cutter: One- (1) Set Five Plex Fairway Mower Mounted Verticut Units Or Contract Out.

- Diseases:

- IPM: Yes.
- Preventative Program: As Needed.
- Curative Program: As Needed.

- Weeds:
  - Program: Post Emergence Herbicides As Needed By Following All Label Directions; Golf Course Must Be Completely Weed Free Year Round.
  - PreEmergence Herbicide Program: Spring and Fall Only; Rhonstar, Alternating With Dimension, Barricade or Surflan By Following All Label Directions.

- Nematode Program: Preventative & Curative As Needed By Following All Label Directions.

- Mole Cricket Program: Chipco Choice By Following All Label Directions.

- Poa Annua Control Measures:
  - How Often: As Needed By Following All Label Directions.
  - Chemical Used: Kerb Herbicide.

- Fertilization:
  - Program: Following All Soil Testing Laboratory Recommendations For All Major & Minor Nutrients.
  - Fertigation: As Needed.

- pH:
  - Liming: As Needed.
  - Sulfur: As Needed.

- Soil Testing & Frequency: Four- (4) Times Per Year.

- Thatch Levels: One- (1) Inch Maximum.

- Watering Practices: Deep And Infrequently To Promote A Good Root System.
  - Hand Water: As Needed.

- Overseeding Winter Program: None.

- Soil Added To Divots:
  - How Often: One- (1) Time Per Month Year Round.
  - Soil Bottles On Golf Carts: Two- (2) Per Each Golf Cart - Soil Only.

- Sprinkler Head Yardage & Edging Program: Same As Fairways.

WALK PATHS:

- Location: Between Front of Championship Tees Connecting Each Tee and Proceeding To The

Beginning of Each Fairway.

- Width: 6-8 Feet Wide.
- Mower Quantity, Type & Rollers: Same Two- (2) Riding Greens Mowers Used For Tees.
- Mowing Height: ½- Inch Year Round.
- Mowing Frequency: Three- (3) Days Per Week (MWF).
- Mowing Direction: Alternating Back And Forth.
- All Other Maintenance Practices: Same As Fairways.

SHORT ROUGH – INTERMEDIATE CUT OF ROUGH:

- Location: One Mower Width Around The Entire Fairway And Greens Areas.
- Width: 6-8 Feet Wide.
- Mower Quantity, Type & Rollers: Two- (2) Utility Triplex Mowers With Whiele Front Rollers.
- Mowing Height: One- (1) Inch Year Round.
- Mowing Frequency: Three- (3) Days Per Week (MWF).
- Mowing Direction: Alternating Clockwise and Counter Clockwise.
- All Other Maintenance Practices: Same As Roughs.

BUNKERS:

- Bunker Rakes:
  - Manufacturer: Accuform Tournament Rake.
  - Average Per Bunker: 3 – Approximately Every Twenty- (20) Feet.
  - Where Are Bunker Rakes Placed: Outside Of Bunker.
- Major Edging:
  - How Often: One- (1) Time Per Month Year Round.
  - Type Edger: Side Walk Edger Blade On String Line Trimmer Or Reciprocator Type Edging Machine.
- Routine Edging:
  - How Often: One- (1) Time Per Week.
  - Type Edger: Five- (5) String Line Trimmers For Roughs – With Trimming Head Upside Down During Edging.
- Sand Depths:
  - Slopes: Two- (2) Inches.
  - Bottoms: Four- (4) Inches.
  - How Often Depths Checked: One- (1) Time Per Year Minimum During Summer Months.
  - When To Add Sand: From May Through October Only.
- Raking:
  - Frequency: Seven- (7) Days Per Week Year Round.
  - Riding Bunker Rake & Quantities: Two- (2) All Wheel Drive Three- (3) Wheeled Bunker Rakes.
  - Hand Rake Edges: Yes; With Metal Leaf Rakes.
  - Modification of Riding Bunker Rake: Adjust Teeth As Needed To One- (1) Inch Maximum Depth.
  - 2" Lip Facing Green Only: Yes, So Golfers Do Not Putt Out Of Bunkers.

- Raked Up To Edge Everywhere Else On Greenside & Fairway Bunkers: Yes.

- Stones or Foreign Debris: Remove Weekly As Needed Year Round.
- Weeds & Program: Remove On Weekly Basis Year Round.
- Turf Surrounding Bunker Type: Georgia Certified Tifway 419 Bermudagrass.
  - Bunker Faces-How Mowed & Frequency: Flymos & String Line Trimmers; 1- Times Per Week; Spot Mow A Second Time As Needed.
  - Bunker Surrounds-How Mowed & Frequency: Two- (2) Triplex Utility Rough Mowers; 1- Time Per Week; Spot Mowed A Second Time As Needed.

DRIVING RANGE TEE:

- Grass Type: Georgia Certified Tifway 419- Bermudagrass.

- Mower Quantities, Type & Rollers: Two- (2) Triplex Greens Mowers With Whiele Tournament Front Rollers & Solid Rear Rollers, With Roller Scrapers, Year Round.

- Mowing Height:
  - Summer: ½- Inch.
  - Winter: ½- Inch.

- Mowing Directions: Four- (4), Cross-Cutting One- (1) Time Per Week.

- Mowing Frequency:
  - Summer: Three- (3) Days Per Week (MWF).
  - Winter: Three- (3) Days Per Week (MWF).

- Grass Clipping Removal:
  - Grass Catchers Used: Yes – All Year Round.
  - Where Disposed: Trash Dumpster.

- Tee Yardage Plaques Mounted Below Turf Surface:
  - Edged How Often: Every Other Week Year Round.

- Aerified:
  - How Often: Two- (2) Times Per Year July & September.
  - Aerifier Tines & Size: 3/4- Inch Diameter Coring Tines Only.
  - Aerifier Plug: Physically Remove Aerifier Plugs From Tee Surface.
  - Aerifier Type: Two- (2) Fairway Aerifiers With Two- (2) Inch On Center Aerifier Holes.

- Topdressing:
  - How Often: Every Other Week Year Round.
  - Laser Leveled: One- (1) Time Per Year During Summer Months Only.

- Straight Sand: Same Sand As Used In Original Greensmix.
- Fill Aerifier Holes with Topdressing & What Kind: Yes; Same Sand As Used In Original Greensmix.

- Spiking:
  - How Often: One- (1) Time Per Month Year Round; Topdressing Afterwards.
  - Type Spiker: One- (1) Set Triplex Greens Mower Mounted Spiker Attachments.

- Verticutting:
  - How Often: Two- (2) Times Heavily During Summer (June & August); Every Other Week Year Round.
  - Type Verticutter: One- (1) Set Triplex Greens Mower Verticut Attachments.

- Soil Added To Divots:
  - Frequency & Soil Type: Seven- (7) Days Per Week Year Round; Straight Sand-Same Sand Used In Greensmix.

- Diseases:
  - IPM: Yes.
  - Preventative Program: As Needed.
  - Curative Program: As Needed.

- Growth Regulator:
  - How Often: Every 3-4 Weeks March Through November Following All Label Directions.
  - Chemical Used: Primo.

- Weeds & Program:
  - PreEmergence Herbicide(s) & Program: Spring and Fall; Rhonstar, Alternating With Dimension, Barricade or Surflan – Following All Label Directions.
- Poa Annua Control Measures:
  - How Often: As Needed Following All Label Directions.
  - Chemicals Used: Kerb Herbicide.

- Nematodes & Program: Preventative & Curative Program As Needed By Following All Label Directions.

- Mole Crickets & Program: Chipco Choice As Needed By Following All Label Directions.

- Fertilization:
  - Program: Following All Soil Testing Laboratory Recommendations For All Major & Minor Nutrients.
  - Fertigation: As Needed.

- pH:
  - Liming: As Needed.
  - Sulfur: As Needed.

- Soil Testing & Frequency: Four- (4) Times Per Year.

- Thatch Levels: No More Than ½- Inch Thick.

- Watering Practices: Deep and Infrequently To Promote A Good Root System.
  - Hand Water: As Needed.

- Tee Markers:
  - Changed How Often: Seven- (7) Days Per Week Year Round.

- Overseeding Winter Program: None.

DRIVING RANGE FAIRWAY:

- Grass Type: Georgia Certified Tifway 419- Bermudagrass.

- Mower Quantity, Type & Rollers: Three- (3) Five- (5) Plex Medium Weight Fairway Mowers With Whiele Front Rollers and Rear Solid Rollers, With Roller Scrapers, Year Round.

- Mower Used For Cleanup Laps & Frequency Used: Same Mower If No Wear Pattern Exists; Triplex Greens Mower If Wear Pattern Exists Anytime Year Round.

- Mowing Height:
  - Season: ½- Inch Year Round.

- Mowing Direction:
  - Fairways: Four- (4); Cross Cut One- (1) Time Per Week Year Round.

- Mowing Frequency:
  - Summer: Three- (3) Days Per Week (MWF).
  - Winter: Three- (3) Days Per Week (MWF).

- Grass Clippings: Use Nets On All Three- (3) Fairway Mowers To Drag In Grass Clippings.
  - Grass Catchers Used: No.

- Aerified:
  - How Often: Two- (2) Times Per Year.
  - Aerifier Tines & Size: 3/4- Inch Diameter Coring Tines Only.
  - Aerifier Plug: Physically Drag Aerifier Plugs Into Fairway Surface; Blow Off Plugs Onto Edges And Remove With Vacuum/Sweeper.
  - Aerifier Type: Two- (2) Fairway Aerifiers With Two- (2) Inch On Center Aerifier Holes.

- Topdressing: None.

- Growth Regulators:
  - How Often: Every 3-4 Weeks March Through November Following All Label Directions.
  - Chemical Used: Primo.

- Diseases:
  - IPM: Yes.
  - Preventative Program: As Needed.
  - Curative Program: As Needed.

- Weeds:
  - Program: Post Emergence Herbicides As Needed; Golf Course Must Be Completely Weed Free Year Round.
  - PreEmergence Herbicide Program: Spring and Fall Only; Rhonstar, Alternating With Dimension, Barricade or Surflan By Following All Label Directions.

- Nematode Program: Preventative & Curative As Needed By Following All Label Directions.

- Mole Cricket Program: Chipco Choice Program By Following All Label Directions.

- Poa Annua Control Measures: Kerb Herbicide As Needed Following All Label Directions

- Fertilization:
  - Program: Following All Soil Testing Laboratory Recommendations For All Major & Minor Nutrients.
  - Fertigation: As Needed.

- pH:
  - Liming: As Needed.
  - Sulfur: As Needed.

- Soil Testing & Frequency: Two- (2) Times Per Year.

- Watering Practices: Deep and Infrequently To Promote A Good Root System.
  - Hand Water: As Needed.

- Overseeding Winter Program: None.

DRIVING RANGE ROUGHS:

- Grass Type: Georgia Certified Tifway 419- Bermudagrass.

- Mower Types: One- (1) 12- Foot Wide Three- (3) Deck Rotary Mower; Two- (2) Utility Triplex Mowers With Whiele Front Rollers; One- (1) 72-88- Inch Wide Out Front

Contour Type Rotary Mower; Five- (5) Flymo Type Rotary Mowers; Five- (5) String Line Trimmers.

- Mowing Height: 1¼"-1½ ".
- Mowing Direction: Randomly.
- Mowing Frequency: One- (1) Time Per Week Minimum – Spot Mow Second Time As Needed Year Round.
- Grass Clipping Disposal & Where: None.
- Aerified:
  - How Often: Two- (2) Times Per Year.
  - Aerifier Tines & Size: 3/4- Inch Diameter Coring Tines Only.
  - Aerifier Plug: Physically Drag Aerifier Plugs Into Roughs Surface And Remove Debris With Vacuum/Sweeper.
  - Aerifier Type: Two- (2) Fairway Aerifiers With Two- (2) Inch On Center Aerifier Holes.
- Topdressing:
  - How Often: None.
- Diseases:
  - IPM: Yes.
  - Preventative Program: As Needed.
  - Curative Program: As Needed.
- Weeds:
  - Program: Post Emergence Herbicides As Needed; Golf Course Must Be Completely Weed Free Year Round.
  - PreEmergence Herbicide Program: Spring and Fall Only; Rhonstar, Alternating With Dimension, Barricade or Surflan By Following All Label Directions.
- Nematode Program: Curative As Needed.
- Mole Cricket Program: Chipco Choice By Following All Label Directions.
- Poa Annua Percentage:
  - Poa Annua Control Measures: Kerb Herbicide As Needed By Following All Label Directions.
- Fertilization:
  - Program: Following All Soil Testing Laboratory Recommendations For All Major & Minor

Nutrients.

- Fertigation: As Needed.

- pH:
  - Liming: As Needed.
  - Sulfur: As Needed.

- Soil Testing & Frequency: Two- (2) Times Per Year.

- Watering Practices: Deep And Infrequently To Promote A Good Root System.
  - Hand Water: Hoses & Sprinklers & Hand Water With Hoses.

- Overseeding Winter Program: None.

PRACTICE PUTTING GREEN(S) AND CHIPPING GREEN:

- Maintenance Practices: Maintained Exactly Like The Regulation 18- Greens On The Golf Course.
- Hole Locations: Changed Two To Three- (2-3) Times Per Week.
- Putting Green Markers, Cups: Nine- (9) Minimum; Metal Only.
- Chipping Greens Flagsticks: Three- (3) Using Same Specifications As For Regulation 18- Greens.

PRACTICE BUNKERS:

- Maintenance Practices: Maintained Exactly Like The Bunkers On The Regulation 18- Holes On The Golf Course.

BRIDGES & BULKHEADING:

- Bridges & Bulkheading Wooden Surfaces: All Wooden Surfaces Must Be Treated With The Highest Quality Rated Wood Preservative Per Consumer Reports Magazines Recommendations One- (1) Time Per Year.

- Separate Walking Surface for Spikeless Golf Shoe Technology? Minimum Three- (3) Foot Wide Anti Slip Rubberized Surface Required On All Bridge Surfaces.

CART PATHS:

- Edged How Often: One- (1) Time Per Month Year Round.
- Sweep Entire Surfaces: As Needed For Clean Appearance.
- Curbing Frequency of Edging: One- (1) Time Per Month Year Round.
- Sealer Used: If Asphalt Surface, Must Seal All Cart Paths Every Two- (2) Years.
- Yardage Information on Cart Paths: Clean & Paint As Needed For Crisp Appearance.

DRAINAGE:

- Catch Basins: Edged Every Three- (3) Weeks Year Round With Bunker Edging Equipment.

IRRIGATION SYSTEM:

- Irrigation Technician: One- (1) Full Time Year Round Employee Who Must Check Each and Every Sprinkler Head That It Is Operating And That It Is Turning Every Other Week Year Round.

LAKES:

- White Amur Fish: Yes; 50- Fish Per Surface Acre In All Golf Course Lakes Added When Golf Course Opens For Initial Play After Obtaining All Necessary Permits Required.
- Lake Maintenance Contracted Out: Administered By Golf Course Superintendent & Management Company.
- Who Is Licensed To Perform Lake Maintenance: Lake Maintenance Company.

TURF NURSERIES:

- Maintenance Practices: Must Be Maintained Exactly Like The Greens, Tees, Fairways and Roughs On The Regulation 18- Holes On The Golf Course.

TREES:

Exhibit "C"
Concession Agreement

CONCESSION AGREEMENT BETWEEN CITY OF MIAMI BEACH, FLORIDA AND PROFESSIONAL COURSE MANAGEMENT II, LTD FOR FOOD AND BEVERAGE AND PRO SHOP MERCHANDISE SALES AT THE MIAMI BEACH GOLF CLUB

THIS AGREEMENT, made and executed on this ____ day of October, 2003, by and between the **CITY OF MIAMI BEACH**, a municipal corporation organized and existing under the laws of the State of Florida (hereafter called "City"), and **Professional Course Management II, Ltd,** a Florida limited partnership, with offices at _____, Florida, _____ (hereinafter called "Concessionaire").

W I T N E S S E T H
RECITALS:

WHEREAS, City and Professional Course Management II, Ltd (PCM) are parties to that certain Agreement for Operation and Management of the Miami Beach Golf Club, dated _____, for the management and operation of the City's golf course and related facilities, pursuant to Request for Proposals No. 125-99/00 (the Management Agreement); and

WHEREAS, pursuant to the aforestated Management Agreement, City has granted PCM, acting as Concessionaire, the exclusive concession for food and beverage and pro shop merchandise sales at the Miami Beach Golf Club (the Golf Course and related facilities); and

WHEREAS, Concessionaire assures the City that it has developed the expertise with respect to the successful and efficient management of pro shops and golf course food and beverage operations.

NOW THEREFORE, in consideration of good and other valuable consideration the parties hereto agree as follows:

The City grants to Concessionaire, and Concessionaire hereby accepts from the City, the exclusive right to operate and manage the food and beverage service and pro shop merchandise sales (including golf club rentals) at the Golf Course and related facilities, in conformance with the purposes and for the period stated herein, and subject to all the terms and conditions herein contained.

Article 1

General Scope of Services

1.01 Merchandise. Subject to the terms of this Agreement and the Management Agreement, Concessionaire shall have the exclusive right to operate the pro shop merchandise sales concession at the Golf Course and related facilities.

1.01.1 Concessionaire shall maintain such inventory as is deemed necessary by the Director, as said term is defined pursuant to Section 1.01 of the Management Agreement, to service the needs of the golfing public, golf outings and tournament play. Inventory shall include, at a minimum, the following: clothing with the Miami Beach Golf Club logo for men and women; golf shoes; clubs and bags; and accessories such as balls, hats, gloves, tees, etc.

1.01.2 Concessionaire shall offer for sale only goods of premium quality. For such goods, Concessionaire shall charge fair and reasonable prices. Prices shall be set by the Concessionaire and shall be in conformance with the range of prices for the same or similar operations at similar establishments in the South Florida area and its environs, such as Doral, Turnberry or Diplomat golf courses and related facilities. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Concessionaire shall not charge the public a price higher than such suggested retail pre-marked price.

1.01.3 City reserves the right to prohibit the sale or rental of any item of merchandise which is deemed objectionable or beyond the scope of this Agreement, as determined by the Director in his sole discretion.

1.01.4 Concessionaire shall at all times post prices for all items offered for sale and all services offered.

1.01.5 Concessionaire shall display and merchandise all items in an attractive manner and insure that goods are properly rotated so as to always present a fresh and appealing appearance.

1.01.6 If, in the sole opinion of the Director, Concessionaire is charging too high a retail or rental price for any permitted item, Concessionaire shall reduce the price to no more than that stipulated by Director. Director shall stipulate price based on that price charged at comparable first class golf facilities in the South Florida area and its environs, such as the Doral, Turnberry and Diplomat golf courses and related facilities.

1.01.7 At the end of the term of this Agreement, or any renewed term, or other termination thereof, City agrees to purchase from Concessionaire Miami Beach Golf Club logoed merchandise at the cost paid by Concessionaire for the product, in an aggregate amount not to exceed $30,000. Should the value of the inventory being held by the Concessionaire exceed $30,000 in value the Concessionaire agrees to negotiate with the City for remaining inventory.

1.02 Food and Beverage. Subject to the terms of this Agreement and the Management Agreement, Concessionaire shall have exclusive rights to operate the food and beverage concession at the Golf Course and related facilities.

1.02.1 Concessionaire shall sell food and beverages, including beer, wine and other alcoholic beverages, on the golf course and within the clubhouse restaurant and bar in accordance with the provisions of this Agreement. Concessionaire shall also provide catering services for tournaments, outings and groups using the Golf Course and related facilities. All food and beverage operations and services shall be of first-class quality and provided in a first

class manner, comparable to other first class golf operations in the area such as Doral, Turnberry and Diplomat.

1.02.2 Concessionaire shall maintain and provide the necessary inventory of food and beverage products required to satisfy the public demand therefor. All such products sold or kept for sale by Concessionaire shall be first-class in quality, wholesome and pure, and shall conform to the Federal, State and City food laws, ordinances and regulations in all respects. No adulterated, misbranded or impure articles shall be sold or kept for sale by Concessionaire, and all food and beverage products kept on hand by Concessionaire shall be stored and handled with due regard for sanitation . In the event that the food and beverage products are deemed by the Director to be of less than first-class in quality, Concessionaire may be ordered to, and if so ordered shall, improve the quality of any such food or beverage product kept or offered for sale.

1.02.2 Concessionaire shall meet all requirements and obtain appropriate licenses (liquor, occupational, Health Dept., etc.). Concessionaire shall be solely responsible for the payment of all costs and expenses required to complete the transfer of such licenses and to maintain such licenses for the duration of the term of this Agreement.

1.02.3 Concessionaire shall open for service no less than thirty minutes before the first tee time each and every day and shall close no sooner that thirty minutes after the last golfer has finished play. If the Golf Course is closed for the day or an extended period the Concessionaire may elect to close the food and beverage service for that period, provided Concessionaire shall first notify the Director of same in writing (email is acceptable). The hours of operation may be modified as determined to be in the best interest of the City and Concessionaire, but only upon prior written request of the Concessionaire to the Director, and written approval thereof by the Director.

1.02.4 Concessionaire shall staff the facility in a manner consistent with a first-class operation, as defined in Section 1.02.1. Said cost of staffing and all related costs shall be paid by the Concessionaire.

1.02.5 Concessionaire shall be responsible, at its sole cost, to provide cleaning and sanitation services for the kitchen, bar, and dining room.

Article 2

Agreement Term and Renewal Term

2.01 The initial term of this Agreement shall be for a period of three years, commencing on October 1, 2003 and expiring at midnight on September 30, 2006, unless earlier terminated, as provided herein.

2.02 Provided Concessionaire is not in default under this Agreement or as Manager under the Management Agreement, the City shall have the right, at its sole option and discretion, to extend this Agreement for two successive one year terms (each a renewal term), by giving written notice to Concessionaire of such intention no less than ninety days prior to the expiration of the initial term or an exercised Renewal Term.

2.03 Notwithstanding subsections 2.01 and 2.02, the term of this Agreement shall run concomitantly with the Management Agreement. A termination and/or expiration of this Agreement shall also result in a termination of the Management Agreement.

Article 3

Insurance

3.01 Concessionaire shall procure and maintain at its sole cost throughout the term of this Agreement the following insurance coverage with respect to the operation of the food and beverage and pro shop merchandise sales concessions:

a. Comprehensive General liability in the minimum amount of one million dollars ($1,000,000) per occurrence for bodily injury and property damage;
b. Liquor Liability; and
c. Workers Compensation as required under the laws of the State of Florida.

3.02 The policies of insurance referred to above shall not be subject to cancellation or change in coverage except upon at least thirty (30) days written notice to City, and then subject to the prior written approval of Director. The Concessionaire shall provide Director with a

Certificate of Insurance for each such policy, which shall name the City of Miami Beach, Florida, as an additional named insured. All such policies shall be obtained from companies authorized to do business in the State of Florida with an A.M. Best's Insurance Guide (latest edition) rating and acceptable to the City's Risk Manager. Any replacement or substitute company shall also be subject to the approval of the City's Risk Manager. Should the Concessionaire fail to obtain, maintain or renew the policies of insurance referred to above, in the required amounts, the City may, at its sole discretion, obtain such insurance, and any sums expended by City in obtaining said insurance, shall be repaid by Concessionaire to City, plus ten percent (10%) of the amount of premiums paid to compensate City for its administrative costs. If the Concessionaire does not repay City's expenditures within fifteen (15) days of demand, the total sum owed shall accrue interest at the rate of twelve percent (12%) until paid, and such failure shall be deemed an event of default hereunder.

Article 4

Payment to City

4.01 Concessionaire shall pay City five percent (5%) of the monthly gross revenues for food and beverage and merchandise sales; respectively.

4.02 Payment shall be due on the first day of each month throughout the term of this Agreement.

4.03 Concessionaire shall submit a detailed sales report accompanying its monthly payment, but in any event no later than the tenth day of the following month.

4.04 In addition to the sum set forth in Section 4.01, it is further understood that the required Florida State Sales and Use Tax shall be added to Concessionaire's payments and forwarded to the City as part of said payment.

4.05 In the event payment as provided herein is not received by the City by the fifth day of each respective month, Concessionaire agrees to pay a service charge of ten (10%) percent of the total amount outstanding plus a late fee in the amount of Twenty Five ($25) Dollars per day until all sums due are received by the City.

Article 5
Records

5.01 Concessionaire shall record all sales by means of cash registers which publicly display the amount of each sale and automatically issue a pre-numbered receipt. Such registers shall have in all cases locked-in sales totals and transaction counters which continuously accumulate and which cannot, in any case, be reset and, in addition thereto, a tape located with in the register on which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record.

5.02 Concessionaire shall prepare and maintain an adequate set of records according to generally accepted accounting principles, documenting all of Concessionaire's gross revenues which shall include:

a. Cash register tapes. Daily tapes may be separate but shall be retained so that from day the sales can be identified.
b. Cash receipt journals.

5.03 If at any time the Director deems the Concessionaire's accounting practices inadequate or not in accordance with generally accepted accounting principles, Concessionaire shall make requested adjustments to its practices and procedures.

5.04 Concessionaire shall retain all its books and records detailing gross revenues for the term thereof for no less than two calendar years following the last day of such term. Such records shall be maintained according to generally accepted accounting principles and shall show Concessionaire's gross receipts and other income derived from its operations pursuant to this Agreement. Concessionaire agrees to make available and give the City full access to any and all records related to this Agreement upon 24 hours written notice from Director and/or such other designee, as Director may deem necessary.

Article 6

City's Responsibilities

6.01 City shall perform the following:

a. Administer all terms and conditions of this Agreement.

b. Monitor standards and specifications.

c. Provide or make provisions for all initial furniture, fixtures and equipment needed to operate the food and beverage and pro shop facilities to include: restaurant and bar tables and chairs, kitchen equipment, pots, pans, small wares, china, silver, glassware, pro shop display fixtures, banquet equipment, office furniture, point of sale system (with sufficient back office capabilities to support the financial reporting requirements of the Agreement), office equipment, telephone equipment, etc. Concessionaire shall be responsible for any and all replacement due to breakage, theft (unless documented by a City Police report) or employee negligence; all paper goods and disposable items such as plastic wares, cups; and costs related to printing of menus, display boards or other promotional materials relating directly to the Concessionaire's operations.

d. Provide for utilities needed to operate the food and beverage and pro shop facilities including electric, gas, water and sewer, telephone, waste removal and pest control.

e. Maintenance and repairs of buildings, parking lots, fixtures and equipment.

f. Capital improvements, as deemed necessary by Director.

g. Pay rent of real estate taxes, if levied.

Article 7

Default and Termination

7.01 If Concessionaire fails to perform in accordance with any of the terms and conditions of this Agreement, and such default is not cured within ten (10) calendar days after written notice from Director, this Agreement shall terminate; provided, however, that in the

event that the default is not reasonably susceptible to being cured within such ten (10) day period, Manager shall not be considered in default if it shall, within such period, commenced with due diligence and dispatch to cure, and thereafter completes with dispatch and due diligence the curing of such default but in no event shall such extended cure period exceed ninety (90) days from the date of initial written notice thereof.

7.02 Cross Default. A default by the Concessionaire, as Manager, under the Management Agreement, shall also be considered an event of default under this Agreement.

Article 8
Termination for Convenience

If the Management Agreement is terminated for convenience, as provided in Section 21.4 therein, then this Concession Agreement shall also be terminated for convenience.

Article 9
Not a Lease

It is expressly understood and agreed that no part, parcel, building, structure, equipment or space on the Golf Course and related facilities is leased to the Concessionaire; that this Agreement is a concession agreement and not a lease; and that the Concessionaire's right to use the Golf Course and related facilities for the purposes contemplated herein and in the Management Agreement shall continue only so long as the Concessionaire complies with the undertakings, provisions, agreements, stipulations and conditions of this Agreement.

Article 10
Alterations, Maintenance and Repair

10.1 Concessionaire herein accepts any facilities and/or premises to be used for the concession operation contemplated herein, in their **"AS IS"** condition.

10.2 Concessionaire shall maintain and-operate the Premises in a clean, safe, wholesome, and sanitary condition, free of trash, garbage, or obstructions of any kind, and in compliance with any and all applicable present and future laws, general rules and regulations of any governmental authority in force now or at anytime during the term of this Agreement relating to sanitation, public health, safety, or welfare.

10.3 Concessionaire shall perform acceptable day-to-day housekeeping and maintain and perform all repairs on the kitchen, dining rooms, bar and pro shop that are necessitated as a result of Concessionaire's or its agents' negligence. Manager shall be responsible for all other repairs and maintenance. All such maintenance, repairs and replacements shall be of quality equal to or better than the original in materials and workmanship.

10.4 The Director may, at any time, without notice, enter upon the Golf Course, to determine if repairs, housekeeping and maintenance satisfactory to City are being performed.

Article 11
Assignment/Sublet

The Concessionaire may not sublet or assign this Agreement, or any part thereof, without the prior written approval of the Director, which approval shall be given, if at all, at the sole discretion of the Director.

Article 12
Permits; Licenses; Taxes

The Concessionaire agrees to obtain and pay for all permits and licenses necessary for the conduct of its business and agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Concessionaire. In addition, the Concessionaire shall comply with all rules, regulations and laws of the City; Miami-Dade County; the State of Florida; and the U.S. Government now in force or hereafter to be adopted.

Article 13
Inspection

Concessionaire agrees that its concession operations may be inspected at any time upon reasonable notice by authorized representatives of the City, or by any other State, County, Federal or municipal officer or agency having responsibilities for inspections of such operations and/or facilities. The Concessionaire agrees to undertake immediately the correction of any deficiency cited by such inspectors in the operations, which is properly the responsibility of the Concessionaire pursuant to this Agreement.

Article 14
Waiver of Interference

Concessionaire hereby waives all claims for compensation for loss or damage sustained by reasons of any interference with its concession operation by any public agency or official as a result of their enforcement of any laws or ordinances or of any of the rights reserved to the City herein. Any such interference shall not relieve the Concessionaire from any obligation hereunder.

Article 15
Indemnification

15.1 Concessionaire shall indemnify, hold harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of the Concessionaire, its agents, servants or employees arising out of or otherwise under this Agreement.

15.2 In addition, the Concessionaire shall indemnify, hold harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatever kind or nature arising out of any misconduct of the Concessionaire not included in the paragraph in the subsection above and for which the City, its agents, servants or employees are alleged to be liable. This subsection shall not apply, however, to any such liability as may be the result of the willful misconduct of the City, its agents, servants or employees.

15.3 Subrogation. The terms of insurance policies referred to in Article 3 shall preclude subrogation claims against the Concessionaire, the City and their respective officers, employees and agents.

Article 16
No Liens

Concessionaire agrees that it will not suffer, or through its actions or anyone under its control or supervision, cause to be filed upon the Golf Course and related facilities any lien or encumbrance of any kind. In the event any lien is filed, the Concessionaire agrees to cause such lien to be discharged within ten (10) days therefrom, and in accordance with the applicable law and policy. If this is not accomplished, the City may automatically terminate this Agreement, without further notice to the Concessionaire.

Article 17
Concessionaire's Employees and Managers

The City and the Concessionaire recognize that in the performance of this Agreement, it may be necessary for the Concessionaire to retain employees and/or managers to effectuate and optimize Concessionaire's operations. Any employees, agents, independent contractors, volunteers, and/or other individuals and/or entities retained by the Concessionaire for the purpose(s) set forth herein shall not be deemed to be agents, employees, partners, joint venturers or associates of the City and shall not obtain any rights or benefits under the civil service or pension ordinances of the City or any rights generally afforded classified or unclassified employees of the City. Further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the City. Additionally, the Concessionaire and any persons employed by it, or volunteers acting under the authority and/or with the permission of Concessionaire, shall never have been convicted of any offense involving moral turpitude or felony. Failure to comply with this provision shall constitute a default of this Agreement. Any criminal activity caused by or knowingly permitted by the Concessionaire shall result in automatic termination of this Agreement and the Management Agreement.

Article 18
No Improper Use

Concessionaire will not use, nor suffer or permit any person to use in any manner whatsoever, its concession operations for any improper, immoral or offensive purpose, or for any purpose in violation of any Federal, State, County, or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. The Concessionaire shall not use the concession operations for any unlawful purpose and shall comply with all laws, permitting, and licensing requirements now in force or hereafter adopted, applicable to the concession operations contemplated herein. The Concessionaire agrees not to use the concession operations for, or to permit operation of any offensive or dangerous activity, nuisance or anything against public policy. Except as may result from acts of force majeure, as defined in Section 29.5 of the Management Agreement, the Concessionaire agrees that it will not allow the concession operations to become unoccupied or vacant.

Article 19
No Dangerous Materials

Concessionaire agrees not to use or permit in the concession operations the storage of illuminating oils, oil lamps, turpentine, gasoline, benzine, naphtha, or other similar substances, or explosives or any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida.

Article 20
No Claim Against City Officers, Employees, Individuals

It is expressly understood and agreed by and between the parties hereto that all individuals, employees, officers, and agents of the City are acting in a representative capacity and not for their own benefit; and that neither the Concessionaire nor any occupant shall have any claim against them or any of them as individuals in any event whatsoever in conjunction with any acts or duties which are reasonably related to the performance of their duties.

Article 21
Notices

All notices from the City to the Concessionaire shall be deemed duly served if mailed by registered or certified mail to the Concessionaire at the following address:

Professional Course Management II, LTD
_____
_____

All notices from the Concessionaire to the City shall be deemed duly served if mailed to:

IF TO THE CITY/MANAGER:
Kevin Smith, Director,
Parks and Recreation
2100 Washington Avenue
Miami Beach, Florida 33139

With copies to:
Robert C. Middaugh
Assistant City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

IF TO CONCESSIONAIRE:
_____
_____
_____
_____

With copies to:
_____
_____

The Concessionaire and the City may change the above mailing addressed at any time upon giving the other party written notification. All notice under this Agreement must be in writing.

Article 22
No Discrimination

Concessionaire agrees that there shall be no discrimination as to race, sex, color, creed, national origin, physical handicap, or sexual orientation in the operations referred to by this Agreement; and further, there shall be no discrimination regarding any use, service, maintenance or operation of the concession. All concession premises on the Golf Course and related facilities shall be made available to the public; subject to the right of Concessionaire to establish and enforce reasonable rules and regulations to provide for the safety, orderly operation and security of the said premises.

Article 23
Venue

This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. BY ENTERING INTO THIS AGREEMENT, CITY AND CONCESSIONAIRE 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.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed; all as of this day and year first written above.

Attest:

CITY OF MIAMI BEACH

_____
City Clerk

_____
David Dermer, Mayor

Attest:

PROFESSIONAL COURSE MANAGEMENT II, LTD

_____
Secretary

_____
President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2002, by Jorge M. Gonzalez, City Manager and Robert Parcher, City Clerk, on behalf of the CITY OF MIAMI BEACH, and by _____, on behalf of PROFESSIONAL COURSE MANAGEMENT II, LTD, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 2003.

_____
Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

City Manager authority during the period of October 15, 2003 through November 24, 2003.

Issue:

Shall the City Commission authorize the City Manager, or his designee, with authority to select, negotiate, renew, award and reject all bids, contracts, agreements, purchase orders, change orders and grant applications during the period of October 15, 2003 through November 24, 2003?

Item Summary/Recommendation:

October 15 is the last Commission meeting where the sitting Commission can take official action other than election related items. Between the last meeting on October 15, 2003, and the first regularly scheduled meeting on November 25, 2003, the City Commission will meet only for election related items. During this five-week period, there may be bids or contracts in excess of the $25,000, which may need to be rejected, awarded or terminated.

Based on the above, it is requested, that the City Manager, or his designee, be authorized to sign all contracts, agreements, purchase orders, change orders, and grant applications; renew any existing contracts, for an appropriate period of time; terminate existing contracts, as needed, from the last Commission meeting on October 15, 2003, until the first regularly scheduled Commission meeting on November 25, 2003, subject to ratification by the City Commission at its first regularly scheduled meeting on November 25, 2003.

ADOPT THE RESOLUTION.

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:

Gus Lopez, ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL	MDB	JMG

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AGENDA ITEM R7J

DATE 10-15-03

CITY MANAGER ANTICIPATED CONTRACT AWARDS

BID 11-02/03 - PURCHASE OF PLUMING SUPPLIES

Purpose: To establish contracts with various vendors for the supply of Plumbing Equipment, Parts and Supplies to the City on an as needed basis. The term of contracts shall be from time of award until Sept. 30, 2004. The contracts may be extended by the Administration for three additional (1) year periods.

Estimated annual amount: $150,000.

BID 12-02/03 - PURCHASE OF ELECTRICAL SUPPLIES

Purpose: To establish contracts with various vendors for the supply of Electrical Supplies to the City on an as needed basis. Term of contract shall be from time of award until Sept. 30, 2004. The contracts may be extended by the Administration for three additional (1) year periods.

Estimated annual amount: $111,000.

BID 51-02/03 - SMOKE EVACUATION FAN AND DAMPER REPLACEMENT AT THE POLICE STATION

Scope of Work: The work specified in the Bid consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, and services necessary for the smoke evacuation fans and dampers replacement at the police station. Contractor shall furnish all fans, dampers, duct work, access panels, controls, electrical, equipment, engineering drawings and permits necessary to successfully complete the work.

Estimated annual amount: $39,200

BID 67-02/03 -- CONCRETE RESTORATION AND REPAIRS TO THE CITY OF MIAMI BEACH 17TH STREET PARKING GARAGE

Scope of Work: The work specified in this bid consists of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required to provide concrete restoration and repairs to the 17th Street Parking Garage. There will be 3 different types of repairs:

- **Cracks in beams:** Repairs to small cracks generally in the mid-span of the joists at all levels of the garage. All of these cracks need to be repaired as per the manufacturer recommendations (Sika or equal).

- **Spalling repairs:** Repairs are needed throughout the parking facility. Spalls and poorly repaired concrete areas require properly repaired sections of concrete. A proper repair requires removal of existing concrete, cleaning of corroded reinforcing steel, and replacement with a Polymer modified cementitious patching material selected to be compatible with the surrounding concrete and with it's intended use or exposure.

- **Waterproofing:** Waterproofing is needed on the storage room, roof level, located on the west area of the parking garage. The waterproofing has lost its integrity and needs to be repaired.

Estimated Construction Cost: $300,000

BID 41-02/03 --INSPECTION AND MAINTENANCE SERVICES FOR PUMP CONTROL, TELEMETERING, AND GENERAL CONTROL EQUIPMENT FOR THE SEWAGE STATIONS.

Scope of Work: The work specified in this bid consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, services necessary for providing inspection and maintenance services for pump control, telemetering, and general control equipment for the City of Miami Beach. The work covered by these specifications is the field inspection and maintenance of the pump control and telemetering equipment at several pumping stations and the central control station. The inspection and maintenance service shall include the replacement, repair, adjustment and/or recalibration of the equipment and its components. All work shall be in accordance with the equipment manufacturer's recommendations.

Estimated Budget in the Bid: **$75,000.00**

T:\AGENDA\2003\oct1503\consent\CITY MANAGER ANTICIPATED CONTRACT AWARDS.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO SELECT, NEGOTIATE, AWARD AND REJECT ALL BIDS, CONTRACTS, AGREEMENTS, PURCHASE ORDERS, CHANGE ORDERS AND GRANT APPLICATIONS; RENEW EXISTING CONTRACTS WHICH MAY EXPIRE; TERMINATE EXISTING CONTRACTS AS NEEDED; FROM THE LAST COMMISSION MEETING ON OCTOBER 15, 2003, UNTIL THE FIRST REGULARLY SCHEDULED MEETING ON NOVEMBER 25, 2003, SUBJECT TO RATIFICATION BY THE CITY COMMISSION AT ITS FIRST REGULARLY SCHEDULED MEETING ON NOVEMBER 25, 2003.

WHEREAS, between the last meeting on October 15, 2003, and the first regularly scheduled meeting on November 25, 2003, the City Commission will not be in session. During this period, there may be bids or contracts in excess of the $25,000, which may need to be rejected, awarded or terminated; and

WHEREAS, the City Commission has historically, during such extended periods between Commission meetings, assigned the City Manager with the authority to select, negotiate, award and reject, or renew contracts as needed, subject to ratification by the City Commission; and

WHEREAS, it is therefore requested that the City Manager, or his designee, be authorized to sign all contracts, agreements, purchase orders, change orders, and grant applications; renew any existing contracts, for an appropriate period of time; terminate existing contracts, as needed, from the last Commission meeting on October 15, 2003, until the first regularly scheduled Commission meeting on November 25, 2003, subject to ratification by the City Commission at its first regularly scheduled meeting on November 25, 2003; and

WHEREAS, this authorization is necessary to ensure that essential services and projects continue during the period between the last Commission meeting on October 15, 2003, until the first regularly scheduled Commission meeting on November 25, 2003, it is recommended that the City Commission adopt this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission authorize the City Manager, or his designee to select, negotiate, award and reject all bids, contracts, agreements, purchase orders, change orders, and grant applications; renew existing contracts which may expire, terminate existing contracts as needed; from the last City Commission meeting on October 15, 2003, until the first regularly scheduled meeting on November 25, 2003, subject to ratification by the City Commission at its first regularly scheduled meeting on November 25, 2003.

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

_____
Mayor

ATTEST:

_____
City Clerk

T:\AGENDA\2003\oct1503\consent\CampaignReso.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 10-10-03
Date

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution approving the renewal of the non-exclusive Franchise Agreements with the four (4) existing Franchise Waste Contractors: 1. Republic Services of Florida; 2. Davis Sanitation, Inc.; 3. Waste Management of Dade County North; and 4. Browning Ferris Industries Waste Systems of North America; for a term of five (5) years commencing retroactively on October 1, 2003; providing further that said approval be subject to and contingent upon each contractor's renewal and execution of the currently existing agreement for provision of additional services relative to said waste collection at City-owned facilities with the term to run concurrently with the term of the franchise.

Issue:

Should the City authorize the renewal of the four (4) existing Franchise Waste Contractors, subject and contingent to each contractor's renewal and execution of the existing agreement for provision of waste collection services at City-owned facilities?

Item Summary/Recommendation:

The City Commission adopted Ordinance Nos. 91-2758; 91-2759; 91-2760; and 91-2761providing the granting of non-exclusive franchise to Ameri-Carting, Inc. (Republic Services); Davis Sanitation, Inc.; Browning Ferris Industries; and Waste Management, Inc. for the collection and disposal of solid waste generated within the City of Miami Beach; the initial seven (7) year term expired on October 18, 1998. On June 18, 1997 the non-exclusive franchises were renewed for a term of five (5) years, which will expire October 18, 2003. During this renewal the number franchisees were decreased from five (5) to four (4), in exchange the franchisees agreed to provide in-kind services to the City.

The Administration's recommendation to renew the four (4) existing non-exclusive franchises for a term of five (5) years, based on the following:

1. No significant issues regarding service; when issues or concerns are raised, Franchisees provide outstanding response and resolution.
2. Continued support of City's Sanitation programs through:
   - Increase of Franchise Fee approved by City Commission effective Oct. 1, 2003 from fourteen (14%) to sixteen percent (16%) of total annual gross receipts.
   - Continued contribution of two percent (2%) of total annual gross receipts to the City's Public Right-of-Way Cleaning program.
3. Agreement to continue to provide in-kind waste collection and removal services for City-owned facilities, to run concurrently with the term of the franchise. These services will save the City an estimated $236,000 annually.
4. Agreement to provide roll-off containers and cardboard garbage boxes, for special events, to the City at no cost.
5. The four (4) Franchisees are the principle refuse haulers in this region.

Advisory Board Recommendation:

Financial Information:

Amount to be expended:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Sign-Offs:

Department Director	Assistant City Manager	City Manager

AGENDA ITEM R7K

DATE 10-15-03

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: October 15, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, PURSUANT TO SECTION 90-230 OF THE MIAMI BEACH CITY CODE, THE RENEWAL OF NON-EXCLUSIVE FRANCHISE AGREEMENTS WITH THE FOUR (4) EXISTING FRANCHISE WASTE CONTRACTORS: 1.) REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP, D/B/A ALL SERVICE – MIAMI DADE DIVISION, AS SUCCESSOR IN INTEREST TO LAZAROS WASTE RECYCLING; 2.) DAVIS SANITATION, INC.; 3.) WASTE MANAGEMENT OF DADE COUNTY NORTH, A DIVISION OF WASTE MANAGEMENT, INC. OF FLORIDA; AND 4.) BROWNING FERRIS INDUSTRIES WASTE SYSTEMS OF NORTH AMERICA; SAID FRANCHISES APPROVED FOR A TERM OF FIVE (5) YEARS, COMMENCING RETROACTIVELY ON OCTOBER 1, 2003, AND ENDING ON SEPTEMBER 30, 2008; FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE FRANCHISE AGREEMENTS WITH THE FOUR (4) AFORESTATED FRANCHISEES; PROVIDING FURTHER, THAT SAID APPROVAL OF RENEWAL OF THE FOUR (4) FRANCHISE WASTE CONTRACTORS BE SUBJECT TO AND CONTINGENT UPON EACH WASTE CONTRACTOR'S RENEWAL AND EXECUTION OF THE CURRENTLY EXISTING AGREEMENT FOR PROVISION OF ADDITIONAL SERVICES RELATIVE TO SOLID WASTE COLLECTION AT CITY-OWNED FACILITIES, WITH THE TERM OF SAID AGREEMENT(S) TO RUN CONCURRENTLY WITH THE TERM OF THE FRANCHISE, AS SET FORTH IN THIS RESOLUTION.**

ADMINISTRATION RECOMMENDATION

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

BACKGROUND

The City of Miami Beach has non-exclusive franchise agreements with four (4) solid waste haulers: Lazaros Waste Recycling; Davis Sanitation, Inc.; Browning Ferris Industries Waste Systems of North America; and Waste Management of Dade County North, a Division of Waste Management, Inc. of Florida.

On October 9, 1991, the Mayor and City Commission adopted Ordinance Nos. 91-2758; 2759; 2760; and 2761, providing for the granting of a non-exclusive franchise to five (5) companies; Ameri-Carting, Inc.(which was assigned to Westside Sanitation, d/b/a Lazaros Waste Recycling, which in turn is now succeeded by Republic Services of Florida, Limited Partnership d/b/a All Service Miami – Dade County); Davis Sanitation, Inc.; Browning Ferris Industries Waste Systems of North America; and Waste Management of Dade County North, a Division of Waste Management, Inc. of Florida, for the collection and disposal of solid waste generated within the City of Miami Beach. The initial seven (7) year term of the non-exclusive franchise expired on October 18, 1998.

On June 18, 1997, the Mayor and City Commission adopted Resolution No. 97-22435, approving an assignment of the non-exclusive franchise, Westside Sanitation d/b/a Lazaros Waste Recycling as successor in interest of Ameri-Carting Corporation, a Florida Corporation.

On October 7, 1998, the Mayor and City Commission adopted Ordinance Nos. 98-3142; 3143; 3144; and 3145 approving the renewal to four (4) franchisees for a five (5) year term which will expire October 18, 2003 at which time the City may at its sole discretion, either accept applications for a new franchisee and/or renew the current franchisee for an additional term. During this renewal the number franchisees were decreased from five (5) to four (4), in exchange the franchisees agreed to provide in-kind services to the City.

ANALYSIS

Administration has been negotiating with all four (4) of the City's current non-exclusive franchisees, and recommends that the Mayor and City Commission approve a renewal term of five (5) years, based on the following:

1. No significant issues regarding service; when issues or concerns are raised, Franchisees are responsive to our calls.
2. Continued support of City's Sanitation programs through:
   a. Increase of Franchise Fee approved by City Commission effective Oct. 1, 2003 from fourteen (14%) to sixteen percent (16%) of total annual gross receipts.
   b. Continued contribution of two percent (2%) of total annual gross receipts to the City's Public Right-of-Way Cleaning program.
3. Agreement to continue to provide in-kind waste collection and removal services for City-owned facilities, to run concurrently with the term of the franchise. These services will save the City and estimated $236,000 annually.
4. Agreement to provide roll-off containers and cardboard garbage boxes, for special events, to the City at no cost.
5. The four (4) Franchisees are the principle refuse haulers in the region

For administrative purposes, the Administration recommends that the agreements start retroactively on October, 1, 2003 and end on September 30, 2008.

The Franchisees had provided in-kind waste collection and removal services for City-owned facilities under a separate agreement as part of the last approval process. The Franchisees have agreed to execute a separate agreement to continue to provide these services.

CONCLUSION

The City Administration recommends that the Mayor and the City Commission adopt the attached resolution authorizing the Mayor and the City Clerk to execute a Franchise Agreement with the four waste contractors; Republic Services of Florida, Limited Partnership d/b/a All-Services – Miami Dade Division; Davis Sanitation, Inc.; Waste Management of Dade County North, A Division of Waste Management, Inc.; and Browning Ferris Industries Waste Systems of North America; for a term of five years commencing retroactively on October 1, 2003 and ending on September 30, 2008.

Administration further recommends that said approval is subject to and contingent upon each contractor's renewal and execution of the currently existing Agreement for provision of waste collection and removal at City-owned facilities, with the term of said agreement to run concurrently with the term of the Franchise.

JMG/RCM/FHB/AZ

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, PURSUANT TO SECTION 90-230 OF THE MIAMI BEACH CITY CODE, THE RENEWAL OF NON-EXCLUSIVE FRANCHISE AGREEMENTS WITH THE FOUR (4) EXISTING FRANCHISE WASTE CONTRACTORS: 1.) REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP, D/B/A ALL SERVICE – MIAMI DADE DIVISION, AS SUCCESSOR IN INTEREST TO LAZAROS WASTE RECYCLING; 2.) DAVIS SANITATION, INC; 3.) WASTE MANAGEMENT OF DADE COUNTY NORTH, A DIVISION OF WASTE MANAGEMENT, INC OF FLORIDA; AND 4.) BROWNING FERRIS INDUSTRIES WASTE SYSTEMS OF NORTH AMERICA; SAID FRANCHISES APPROVED FOR A TERM OF FIVE (5) YEARS, COMMENCING RETROACTIVELY ON OCTOBER 1, 2003, AND ENDING ON SEPTEMBER 30, 2008; FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXCECUTE FRANCHISE AGREEMENTS WITH THE FOUR (4) AFORESTATED FRANCHISEES; PROVIDING FURTHER, THAT SAID APPROVAL OF RENEWAL OF THE FOUR (4) FRANCHISE WASTE CONTRACTORS BE SUBJECT TO AND CONTINGENT UPON EACH WASTE CONTRACTOR'S RENEWAL AND EXECUTION OF THE CURRENTLY EXISTING AGREEMENT FOR PROVISION OF ADDITIONAL SERVICES RELATIVE TO SOLID WASTE COLLECTION AT CITY-OWNED FACILITIES, WITH THE TERM OF SAID AGREEMENT(S) TO RUN CONCURRENTLY WITH THE TERM OF THE FRANCHISE, AS SET FORTH IN THIS RESOLUTION.

WHEREAS, on April 24, 1991, the Mayor and City Commission adopted Ordinance No. 91-2742, amending Chapter 14A of the Miami Beach City Code entitled, "Garbage" (said Chapter 14A now codified within Chapter 90 of the City Code), and providing the licensing and operating criteria for not more than five (5) non-exclusive waste contractors to provide collection and disposal of solid waste generated within the City of Miami Beach; and

WHEREAS, on October 9, 1991, the Mayor and City Commission adopted Ordinance Nos. 91-2758; 91-2759; 91-2760; and 91-2761, respectively, providing for the granting of non-exclusive franchises to: Ameri-Carting, Inc. (which was assigned to Westside Sanitation d/b/a Lazaros Waste Recycling, which in turn is now succeeded by Republic Services of Florida, Limited Partnership d/b/a All Service – Miami Dade Division); Davis Sanitation, Inc.; Browning Ferris Industries Waste Systems of North America; and

Waste Management of Dade County North, a Division of Waste Management, Inc. of Florida, for the collection and disposal of solid waste generated within the City of Miami Beach; and

WHEREAS, the initial seven (7) year term of the non-exclusive franchises currently held by the four (4) aforestated franchisees expired on October 18,1998; and

WHEREAS, on October 7, 1998, the Mayor and City Commission adopted Ordinance Nos. 98-3142; 98-3143; 98-3144; and 98-3145, respectively, approving the renewal of the aforestated franchises for a five (5) year term, which will expire on or about October 18, 2003; and

WHEREAS, the City may thereupon, at its sole discretion, either accept applications for new franchises and/or renew the current franchises for an additional term; and

WHEREAS, the Administration has been negotiating with all four of the City's current non-exclusive franchisees, and herein recommends that the Mayor and City Commission approve renewal of said franchises, for a term of five (5) years, commencing retroactively on October 1, 2003, and ending on September 30, 2008; and

WHEREAS, as further consideration for the Administration's recommendation for renewal of the four (4) incumbent non-exclusive franchises, the Administration would also recommend that said approval of the Franchise Agreement with each of the four (4) franchise waste contractors be subject to and contingent upon each contractor's renewal and execution of the currently existing Agreement for provision of additional services relative to solid waste collection at City-owned facilities, with the term of said Agreement(s) to run concurrently with the term of the franchise.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission, upon recommendation of the Administration, herein approve, pursuant to Section 90-230 of the Miami Beach City Code, the renewal of non-exclusive franchise agreements with the four (4) existing franchise waste contractors: 1.) Republic Services Of Florida, Limited Partnership, d/b/a All Service – Miami Dade Division, as successor in interest to Lazaros Waste Recycling; 2.) Davis Sanitation, Inc; 3.) Waste Management of Dade County North, a Division of Waste Management, Inc of Florida; and 4.) Browning Ferris Industries Waste Systems of North America; said franchises approved for a term of five (5) years, commencing retroactively on October 1, 2003, and ending on September 30, 2008; further authorizing the Mayor and City Clerk to execute Franchise Agreements with the four (4) aforestated franchisees; providing further, that said approval of renewal of the four (4) franchise waste contractors be subject to and contingent upon each waste contractor's renewal and execution of the currently existing Agreement for provision of additional services relative to solid waste collection at City-owned facilities, with the term of said Agreement(s) to run concurrently with the term of the franchise, as set forth in this resolution.

PASSED AND ADOPTED this _____ day of _____, 2003

_____
MAYOR

ATTEST:

_____
CITY CLERK

JMG/RCM/FHB/AZ

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 10-6-03
Date

NOTE:

The City Commission Agenda contains one copy of the Non-exclusive Franchise Waste Contractor Agreement.

If approved, an agreement will be executed with each company.

NON-EXCLUSIVE FRANCHISE WASTE CONTRACTOR AGREEMENT BETWEEN CITY OF MIAMI BEACH, FLORIDA (CITY) AND REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP D/B/A ALL SERVICE MIAMI - DADE DIVISION (FRANCHISEE), FOR RESIDENTIAL AND COMMERCIAL WASTE COLLECTION AND DISPOSAL IN THE CITY OF MIAMI BEACH, FLORIDA.

RECITALS

The City of Miami Beach, Florida, does hereby find, determine and declare as follows:

(a) That it is in the public interest to ensure that all areas within the City limits are adequately provided with high-quality Solid Waste collection and disposal service.

(b) That it is in the public interest to retain regulatory authority over Solid Waste collection and disposal, to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provision of this service.

(c) That it is in the public interest to retain control over the use of public rights-of-way by Solid Waste collectors to ensure against interference with the public convenience, to promote aesthetic considerations, and to protect the public investment in right-of-way property.

(d) That it is in the public interest to attract high-quality Solid Waste collectors and that this can be accomplished by protecting capital investments of such collectors.

(e) That it is in the public interest to ensure that high-quality Solid Waste collections and disposal service is maintained through a responsive complaint handling procedure.

(f) That the granting of a non-exclusive franchise is the best means of assuring that the above-described interests of the City of Miami Beach are promoted.

(g) That pursuant to Section 90-230 of the Miami Beach City Code, the City Commission may elect to renew the licenses for Solid Waste collection and disposal granted to the four entities licensed pursuant to Article 90 therein.

(h) That the City of Miami Beach has determined, based upon the past performance record of the Franchisee, that it is in the best interests of the citizens of the City of Miami Beach to renew its agreement with the Franchisee for collection and disposal of Solid Waste within the City.

(i) That the Franchisee has indicated to the City that it is willing to undertake the collection and disposal of Solid Waste within the City of Miami Beach in accordance with the provisions contained herein under a franchise from the City.

NOW THEREFORE, City and Franchisee, in consideration of the mutual covenants herein contained, agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following words shall have the following meanings:

"Chapter 90 of the City Code" shall mean Chapter 90 of the Miami Beach City Code, as it may be amended from time to time.

"City" shall mean the City of Miami Beach, Florida.

"City Commission" shall mean the elected officials of the City of Miami Beach, Florida.

"City Manager" shall mean the City Manager of the City of Miami Beach, Florida.

"Franchisee" shall mean Republic Services of Florida, Limited Partnership d/b/a All Service Miami - Dade Division, who is hereby granted this franchise and has hereby undertaken to perform each and every obligation as set forth in this Agreement and hereby agreed to.

"Franchise Waste Contractor" shall mean a private waste contractor who is granted a franchise by the City of Miami Beach for collection and disposal of Waste therein, and who pays a percentage of his or its gross earnings to the City of Miami Beach.

"Recycling" shall mean any process by which materials, which would otherwise become Solid Waste are collected, separated, or processed to be reused or returned to use in the form of raw materials or products.

"Solid Waste" shall mean any "Bulky Waste", "Commercial Refuse", "Garden Trash", "Trash", "Hazardous Waste", "Industrial Waste", "Residential Refuse", "White Goods", as these words are defined in Chapter 90 of the City Code, as well as other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining or agricultural operations.

Any other words or terms used herein which are not defined in this Section shall have their normal dictionary meaning and customary usage unless such terms are defined in Chapter 90 of the City Code, in which case they shall have the meaning set forth therein.

SECTION 3. GRANT OF FRANCHISE

Pursuant to Chapter 90 of the City Code which authorizes the granting of franchises for the purposes set forth herein, Franchisee is hereby granted a franchise, including every right and privilege appertaining thereto, except as limited by Section 90-97 of the City Code and/or by present or future federal, state and county ordinances and laws, to operate and maintain a Solid Waste collection and removal service in, upon, over and across the present and future streets, alleys, bridges, easements and other public places within the limits of the City of Miami Beach, Florida for the purpose of collecting and disposing of the Solid Waste generated by the citizens, residents, inhabitants, business enterprises and other entities therein. Except for Recyclable Materials otherwise provided for pursuant to Chapter 90 of the City Code and/or by present or future federal, state or county ordinances and laws, Franchisee is hereby granted title to all of such Solid Waste generated within said boundaries, insofar as the City can establish its legal right to make such grant of title.

SECTION 4. GEOGRAPHICAL LIMITS OF THE FRANCHISE

The area covered by this franchise is the city limits of the City of Miami Beach, Florida, as they are now located and any areas which may at some future time be incorporated into the City. Franchisee agrees that the limits of the franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Franchisee has no vested right in a specific area.

SECTION 5. TERM

The term of this franchise shall commence retroactively on October 1, 2003, which shall be the effective date of this Agreement. The franchise shall be granted for a period of five (5) years unless sooner terminated by revocation due to breach of the terms hereof by the Franchisee or due to bankruptcy or insolvency of the Franchisee. At the expiration or earlier, revocation thereof, the City Commission may choose, in its sole discretion, to accept applications for a new franchisee and/or to renew this franchise for an additional five (5) year period or to provide for collection and disposal of Solid Waste by some other means. In deciding whether to issue a new franchise to a different franchisee or to accept a franchise application from the current franchisee for renewal of this franchise, the City Commission shall follow the criteria and procedures set forth in Sections 90-229 and 90-230 of the City Code, as same may be amended from time to time.

SECTION 6. FRANCHISE CONSIDERATION

For a period of one year after the granting and acceptance of this franchise, the Franchisee shall pay to the City a franchise fee consisting of sixteen percent (16%) of said Franchisee's total monthly gross receipts. Thereafter the City shall have the option, in its sole discretion, of raising the franchise fee once yearly; said raises shall not exceed two percent (2%) of the Franchisee's total monthly gross receipts yearly and shall be imposed only by resolution after a public hearing and thirty (30) days prior notice to Franchisee. The term "gross receipts", as used in this Section, shall mean the entire amount of the fees collected by the Franchisee, exclusive of taxes as provided by law, whether wholly or partially collected, from accounts located within the City, for Solid Waste removal and disposal. Gross Receipts from servicing "Roll Off Containers" as defined in Chapter 90 of the City Code are not included under the franchise fee due to the City and shall be subject to separate fees as set forth in Section 90-276 of the City Code, as same may be amended from time to time.

In addition to payment of the franchise fee, as set forth herein, the Franchisee shall pay an amount equal to two percent (2%) of its total annual gross receipts, as defined in this Section, to be applied by the City toward the establishment, implementation, and operation of a public right-of-way cleaning program, to be established by the City and operated through its Sanitation Department. The Franchisee shall, on or before thirty (30) days following the close of its fiscal year, deliver to the City's Chief Financial Officer and the City Manager a statement of its annual gross receipts generated from accounts within the City certified by an independent certified public accountant, reflecting gross receipts within the City for the preceding fiscal year. Payment of this amount for the City's program shall be made monthly to the City's Chief Financial Officer, on or before the last day of each month.

SECTION 7. ASSIGNMENT

The franchise rights herein granted to the Franchisee and any licenses granted to the Franchisee by the City shall not be assigned by the Franchisee except with the express approval of the City, which approval shall not be unreasonably withheld, but which shall be reflected by a resolution of the City.

In the event of such assignment, Franchisee shall cause its assignee to execute an Agreement of Acceptance, subject to the approval of the City, evidencing that such assignee accepts the assignment subject to any and all of the terms, conditions and limitations imposed

hereby, and which acceptance shall include an affirmative statement evidencing such assignee's intent to fulfill the obligations imposed upon Franchisee in contemplation hereof. Notwithstanding the City's approval of such as assignment and assignees' acceptance, Franchisee shall guarantee the performance of its assignee and such assignment shall always be with full recourse to Franchisee.

A transfer of the controlling stock ownership or voting rights of Franchisee shall constitute an assignment for the purposes of this Section. Provided, however, that the foregoing restrictions on stock transfer shall not apply to corporations whose common stock is traded over the New York Stock Exchange or the American Stock Exchange or that are institutional lenders.

SECTION 8. BANKRUPTCY OR INSOLVENCY

If the Franchisee becomes insolvent, this franchise shall terminate, or if the Franchisee files a petition of voluntary bankruptcy or in the event of involuntary bankruptcy, this franchise shall terminate no later than the date of filing of the bankruptcy petition.

SECTION 9. HOLD HARMLESS – INSURANCE

Franchisee hereby agrees to indemnify, hold harmless and defend the City, its officers, agents and employees against and assume all liability for any and all claims, suits, actions, damages, liabilities, expenditures, or causes of actions, of any kind arising from Franchisee's Waste collection and/or disposal activities and/or the use of the public streets for the purposes authorized in this franchise and in Chapter 90 of the City Code and resulting or accruing from any negligence, act, omission or error of the Franchisee, its agents or employees and/or arising from the failure of Franchisee, its agents or employees to comply with each and every covenant of this franchise or with any other City or County Ordinance or State or federal law or regulation applicable to Franchisee's activities resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, firm, corporation or other business entity. Franchisee hereby agrees to hold City, its officers, agents and employees harmless from and against all judgments, orders decrees, attorney's fees, costs, expenses and liabilities incurred in and about any such claim, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing. Franchisee shall defend, at its sole cost and expense any legal action, claim or proceeding instituted by any person against the City, its officers, agents and employees as a result of any claim, suit or cause of action accruing from activities authorized by this franchise, for injuries to body, limb or property as set forth above.

Franchisee agrees to maintain throughout the entire period during which this franchise is in effect, in full force and effect, the insurance coverages set forth in Section 90-191 of the City Code, as may be amended. Franchisee further agrees that City may increase the kinds and amounts of insurance coverage required, if City, in its sole discretion, deems such increase necessary to protect the City.

Operation of activities by the Franchisee without the required insurance shall be grounds for license and/or franchise revocation as specified herein.

SECTION 10. COMPLIANCE WITH ORDINANCES, RULES, LAWS

Franchisee shall keep fully informed of all federal, state, and county ordinances, laws, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect its activities authorized by this franchise, or which in any way affect the conduct of its work. Said Franchisee shall at all times observe and comply with all such laws, ordinances, rules, regulations, orders and decrees. Additionally, Franchisee shall obtain all licenses and permits required to conduct business pursuant to Chapter 90 of the City Code.

SECTION 11. REVOCATION OF FRANCHISE

Failure on the part of Franchisee to comply in any material way with the provisions of Chapter 90 of the City Code or of this Agreement shall be grounds for automatic termination of this franchise; said termination effective upon written notice from the City

SECTION 12. REPORTING, ACCOUNTING; AUDIT

Franchisee shall keep an accurate set of books and records in accordance with general accounting principles, reflecting the gross revenues derived under and pursuant to the franchise rights herein granted. City shall be bound by the provisions of Section 90-221 of the City Code, as may be amended, with regard to reporting and accounting requirements and City's right to audit Franchisee's books and records.

SECTION 13. COLLECTION EQUIPMENT

Franchisee shall have on hand at all times sufficient equipment in good working order to permit Franchisee, to perform its duties hereunder fully, adequately, and efficiently. Garbage collection equipment shall be kept clean, sanitary, neat in appearance and in good repair at all times. The Franchisee shall at all times have available to it, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall

substantially correspond, in size and capability, to the equipment normally used by the Franchisee to perform its duties hereunder.

SECTION 14. DISPOSAL

All Solid Waste shall be hauled to sites or facilities legally empowered to accept it for treatment or disposal. The City reserves the right to approve or disapprove sites, taking into account all governmental regulations, routes within the franchise area, and the rules and regulations of the governmental body having jurisdiction over said sites or facilities.

SECTION 15. COLLECTION SERVICES AND OPERATIONS

Franchisee's procedures for Collection of Solid Waste shall be in keeping with all provisions of Chapter 90 of the City Code.

SECTION 16. STORMS AND OTHER EMERGENCIES

In case of an unusually severe storm or disruption caused by other severe emergencies not caused by Franchisee, City may grant Franchisee reasonable variance from regular schedules. As soon as practicable after such storm or other emergency, Franchisee shall inform the City of the estimated time required before regular schedules and routes can be resumed and, upon request of City, Franchisee shall provide notice to residential premises in the service area, in such manner as to be determined by City. In event of a storm or emergency requiring mass cleanup operations, Franchisee shall, upon direction of City, participate in said cleanup to the extent directed, by the City. Franchisee shall be compensated by the City in the amount of actual costs, plus 12 percent (12%) of said costs, and shall be excused from conducting regular services if approved by City. Any expenses incurred or revenue received under this provision shall not be included or considered in rate base calculations.

SECTION 17. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Franchisee of any provision hereof or of Chapter 90 of the City Code shall not affect the right of the City thereafter to enforce same; nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 18. OPERATIONS DURING DISPUTE

In the event that a dispute arises between the City and the Franchisee, or any other interested party in any way relating to this franchise agreement, performance or compensation

hereunder, the Franchisee shall continue to render service in full compliance with all terms and conditions of this agreement regardless of the nature of the dispute.

Franchisee expressly recognizes the paramount right and duty of City to provide adequate Waste collection and disposal service as necessary governmental functions, and further agrees, in consideration for the execution of this franchise, that in the event of a dispute, said Franchisee will not stop service during the pendency of the dispute without the written consent of City.

SECTION 19. HANDLING OF COMPLAINTS

Franchisee shall be bound by Chapter 90 of the City Code with regard to handling of complaints from its patrons.

SECTION 20. NONDISCRIMINATION

The Franchisee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, handicap, disability, sexual orientation, or national origin. Said nondiscrimination policy shall apply to employment practices of the Franchisee and the provision of services. The Franchisee agrees that on written request, it will permit reasonable access to its records of employment, employment advertisements, application forms, and other pertinent data and records by City for the purposes of investigation to ascertain compliance with the non-discrimination provisions of this franchise, provided, however, that Franchisee shall not be required to produce for inspection any records covering any period of time more than two (2) years prior to the date of this franchise.

SECTION 21. CONTINGENCY TO PROVIDE FOR RECYCLING

Notwithstanding any other provision of this Agreement, if the City Commission or Miami - Dade County decides at any time to establish a Citywide or Countywide Recycling program and/or regulations requiring multifamily and/or Commercial Establishments and/or multifamily residences to recycle, the City Manager shall meet with Franchisee and with the other current Franchise Waste Contractors as provided in Florida Statutes, Section 403.706(a) for the purpose of negotiating terms and regulations connected with provision of such Recycling services. The terms, including rates charged by said Contractors in the City for these services, shall be comparable to those established in other municipalities in Miami - Dade, Broward and Palm Beach Counties for provision of similar Recycling services. If none of the Franchise Waste Contractors come to an agreement with the City within sixty (60) days, then the City may, at its option, provide for Recycling services by a) entering into an agreement with other persons or

entities, to provide Recycling services to accounts serviced by Franchisee and other Franchise Waste Contractors: b) entering into interlocal agreements: and/or c) franchising and licensing new Franchise Waste Contractors who are willing to provide the Recycling services required by the City and/or by Miami - Dade County and who shall also have all privileges and duties of Franchise Waste Contractors as set forth in Chapter 90 of the City Code, including collection and disposal of Solid Waste. In the event that Miami - Dade County or the City mandates recycling for multifamily and/or commercial establishments, if Franchisee does not enter into agreement with the City to provide the required Recycling services, Franchisee shall, at that time, notify the accounts it services in writing informing those accounts that they may, within sixty (60) days of receipt of the notice, elect to terminate their then existing contracts with the Franchisee. In the event that the City enters into agreement for provision of Recycling services other than by interlocal agreement with only one or two Contractors, rates charged for Recycling services in Miami Beach by those contractors shall be set by the City Commission.

SECTION 22. INVALIDITY – NO RIGHT OF ACTION

If this Agreement or any provision thereof is found to be invalid or unconstitutional by any court of competent jurisdiction and/or if Franchisee is prevented from exercising its rights hereunder by present or future federal or state laws or county ordinances, and Franchisee's rights under this franchise are materially impaired thereby, then Franchisee shall have no claim or cause of action against the City therefore.

SECTION 23. POWER TO REGULATE STREETS

Nothing in this Agreement shall be construed as surrender by City of its right or power to pass ordinances regulating the use of its streets.

SECTION 24. ACCEPTANCE OF FRANCHISE

Franchisee shall file with the City Clerk of said City its acceptance of this franchise within twenty (20) days after the date of approval of the franchise by the Mayor and City Commission.

SECTION 25. CONFLICT WITH CHAPTER 90 OF THE CITY CODE

In the event that any part of this Agreement is in conflict with Chapter 90 of the City Code, then this Agreement shall prevail.

SECTION 26. 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. BY ENTERING INTO THIS AGREEMENT, CITY AND FRANCHISEE 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY: **CITY OF MIAMI BEACH, FLORIDA**

ATTEST:

By:

_____ _____

City Clerk **Mayor**

FOR FRANCHISEE: **REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP D/B/A ALL SERVICE MIAMI - DADE DIVISION**

ATTEST:

By:

_____ _____

Secretary **President**

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

Corporate Seal

City Attorney 10-6-03 Date

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NOTE:

The City Commission Agenda contains one copy of the Service Agreement.

If approved, an agreement will be executed with each company.

SERVICE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP D/B/A ALL SERVICE MIAMI - DADE DIVISION FOR ADDITIONAL SOLID WASTE COLLECTION AT CITY OWNED FACILITIES AND PROPERTIES

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SERVICE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA (CITY) AND REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP D/B/A ALL SERVICE MIAMI - DADE DIVISION (CONTRACTOR) FOR ADDITIONAL SOLID WASTE COLLECTION AT CITY OWNED FACILITIES AND PROPERTIES

The Service Agreement is entered into this _____day of_____, 2003 by and between Republic Services of Florida, Limited Partnership d/b/a All Service Miami – Dade Division (Contractor), and the City of Miami Beach, Florida (City), for the purpose of additional solid waste collection services at City facilities and City-owned properties within the City of Miami Beach city limits (Collection Area), and other such services from the Collection Area, as required by the City and as more particularly set forth herein.

RECITALS

WHEREAS, on October, 1991, the Mayor and City Commission adopted Ordinance Nos. 91.2758; 91-2759; 91-2760; and 91-2761, respectively, providing for the granting of non-exclusive franchises to: Ameri-Carting, Inc. (which was assigned to Westside Sanitation d/b/a Lazaros Waste Recycling, which in turn is now succeeded by Republic Services of Florida, Limited Partnership d/b/a All Service – Miami Dade Division); Davis Sanitation, Inc; Waste Management of Dade County North, a Division of Waste Management, Inc. of Florida; and Browning Ferris Industries Waste Systems of North America, for the collection and disposal of solid waste generated within the City of Miami Beach; and

WHEREAS, the City Commission, on October 15, 2003, adopted Resolution No. 2003-____, approving the renewal of the four aforementioned franchisees for a term of five (5) years, commencing retroactively on October 1, 2003, and ending on September 30, 2008; and

WHEREAS, said approval is subject to and contingent upon execution of the foregoing Service Agreement for provision of additional waste collection and removal services for City-owned facilities and City-owned properties; said Agreement to run concurrently with the term of the franchise.

NOW THEREFORE, City and Contractor, in consideration of the mutual covenants herein contained, agree as follows:

SECTION 1 RECITALS

The foregoing recitals are true and correct and are hereby incorporated by reference into this Agreement.

SECTION 2 LIAISON BETWEEN CITY AND CONTRACTOR

All dealings, contracts, notices and payments between Contractor and the City under this Agreement shall be directed by Contractor to the City Manager or his designee.

SECTION 3 COMMENCEMENT OF WORK

The work outlined herein shall commence immediately upon receipt of a Notice to proceed from City, but no later than October 1, 2003.

SECTION 4 TERM

4.1 The initial term of the Agreement shall be for a five (5) year period, beginning on October 1, 2003, and terminating on September 30, 2008

4:2 Provided Contractor continues to hold a non-exclusive franchise with the City for solid waste collection and disposal within the City, and its Franchise Agreement is in good standing, the City shall have the option, at its sole discretion, to renew this Agreement, subject to the terms and conditions set forth herein, including the same costs to the City, as set forth herein, for a renewal term to run concurrently with the Contractor's Franchise Agreement, but in no event to exceed a term of five years commencing October 1, 2008. City shall give Contractor written notice of such renewal at least sixty (60) days prior to the end of the initial term, as same is set forth in subsection 4.1 above.

4.3 Notwithstanding Subsections 4.1 and 4.2 above, this Agreement shall be subject to periodic review by the Mayor and City Commission, with the first review period on or about six (6) months from the commencement date of this Agreement, as set forth in subsection 4.1, and thereupon on or about a date every six (6) months thereafter; to continue throughout the initial term of this Agreement, and any renewal terms. The City Commission's review shall be discretionary, and shall assure that the terms and conditions of the Agreement are being complied with and, particularly, that Contractor's performance pursuant to the Agreement, shall not adversely impact Contractor's performance, fees, rate

structures costs (i.e. increases) in such a manner as to negatively impact its duties with "private" customers in the City, as set forth in Contractor's respective non-exclusive franchises for solid waste collection and Disposal services. In the event that the City Commission, in its sole discretion, determines that there has been such an adverse impact, it reserves the right to terminate this Agreement for convenience, pursuant to Section 19 of the Agreement

SECTION 5 DEFINITION OF TERMS

5.1 Authorized Representative: The employee or employees designated in writing by the City Manager to represent the City in the administration and supervision of this Agreement.

5.2 City: The City of Miami Beach, Florida, and its authorized representatives.

5.3 City Manager: The City Manager of the City of Miami Beach, Florida, or a designee appointed by the City Manager.

5.4 Construction and Demolition Debris: Materials generally considered to be not water soluble and non hazardous in nature, including, but not limited to steel, glass, brick, concrete, or asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project, and including rocks, soils, tree remains, and other vegetative matter which normally results from land clearing or land development operation for a construction project.

5.5 Contractor(s): The person(s), firm(s), corporation(s), holding company(ies), organization(s), agency(ies), or other entity(ies) with whom the City has executed this Agreement for performance of the work or its duly authorized representative(s). All successors to Contractor are included in this definition.

5.6 Disposal Costs: The "tipping fees" charged to Contractor for disposal of the garbage and trash collected by Contractor.

5.7 Garbage: Every refuse accumulation generated of animal fruit, vegetable, or organic Matter that attends the preparation, use, cooking and dealing in, or storage of, meats, Fish, fowl, fruit or vegetables, and decay, putrefaction and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ carrying insects.

5.8 Garbage Can or Container: A container made of galvanized metal, durable plastic or other suitable material of a capacity not less than ten (10) gallons and not to exceed thirty (30) gallons approved for use by the City Manager or his designee. Such Container shall have two handles upon the sides thereof, or a bail by which it may be lifted, and shall have a tight solid top.

5.9 Industrial Wastes: Any and all debris and waste products generated by manufacturing, food processing (except restaurants), land clearing, and commercial shrubbery or tree cuttings, building construction or alteration (except do-it yourself projects) and public works type construction projects whether performed by a government unit or by contract.

5.10 Landfill: Any solid waste land disposal area for which a permit, other than a general permit, is required by Section 403.707, Florida Statutes, that receives solid waste for disposal in or upon land other than land-spreading site, injection well, or surface impoundment.

5.11 Loose Refuse: Any refuse, either garbage or trash, stored in and collected from any type of container other than a mechanical container or garbage can as described in Subsection 5.8. Refuse which is collected from the ground is considered loose refuse.

5.12 Mechanical Container: Any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of garbage truck used by the Contractor.

5.13 Recyclable Materials: Those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.

5.14 Recycling: Any process by which solid waste or materials which otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

5.15 Refuse: Both rubbish and garbage or a combination or mixture of rubbish and garbage, including paper, glass, metal, and other discarded matter, excluding recyclable materials.

5.16 Refuse Regulations: Regulations prescribed by the City together with such administrative rules, regulations, and procedures as may be established for the purpose of carrying out or making effective the provisions of the Agreement.

5.17 Remodeling and Home Repairs Trash: Materials accumulated during the course of a self-performed improvement project, prepared in lengths not exceed five (5) feet or forth (40) pounds in weight.

5.18 Roll-Off Container: A container with a minimum capacity of ten cubic yards designed to be transported by a motorized vehicle.

5.19 Solid Waste: Refuse, yard trash, clean debris, white goods, special waste, refuse and other discarded material.

5.20 Solid Waste Disposal Facility: Any solid waste management facility which is the final resting place for solid waste, including landfills and incineration facilities that produce ash from the process of incineration municipal solid waste.

5.21 Special Waste: Solid wastes that can require special handling and management, including, but not limited to, asbestos, whole tires, used tires, used oil, lead-acid batteries, biological wastes, infectious waste, hazardous waste, loose refuse, industrial wastes, and construction and demolition debris.

5.22 Specifications: Directions, provisions and requirements together with any written contract made or to be made setting out or relating to the methods and manner for the work to be carried out.

5.23 Waste/Solid Waste: Includes bulky waste, commercial refuse, garden trash, trash, hazardous waste, industrial waste, residential refuse, and white goods, as these words are defined in Chapter 90 of the Miami Beach City Code, as well as other discarded material, including solid, liquid, semi-solid, or contained gaseous material results from domestic, industrial, or commercial operations.

5.24 White Goods: Inoperative and discarded refrigerators, ranges, water heaters, freezers, small air conditioning units, and other similar domestic.

5.25 Yard Trash – Regular: Vegetative matter resulting from yard and landscaping maintenance, including materials such as tree and shrub trimmings, grass clippings, palm fronds, or small tree branches not in excess of four (4) feet in length and four (4) inches in diameter. Such trash shall be bundled or placed on

containers which are susceptible to normal loading and collection as other residential solid waste. No bundle or filled container shall exceed fifty (50) pounds in weight.

5.26 Yard Trash – Bulk: Large cuttings of vegetative and wood matter which are part of normal yard maintenance which cannot be cut for placement in container, bag, of bundle due to the material exceeding the weight and size restrictions for regular yard trash. Bulk yard trash shall be of a type as to be readily handled by the mechanical equipment of Contractor and bulk yard material shall not exceed six (6) feet in length. Bulk yard trash does not include any form or matter or debris resulting from tree removal, land clearing, land development, building demolition or home improvement. Home improvements as defined herein would include but not be limited to carpeting, cabinets, dry wall, lumber, paneling, and other such construction related materials. Carpeting will be picked up by Contractor if cut to length of six (6) feet or less and bundled. Bulk yard trash does not include automobiles and automotive components, boats and internal combustion engines.

SECTION 6 DESCRIPTION OF WORK- SOLID WASTE PROGRAM

6.1 Contractor shall provide solid waste collection services to City facilities and City-owned properties within the city limits of Miami Beach, and as specifically set fourth in Exhibit A, attached and incorporated herein.

6.2 Contractor shall provide, at the its own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and items necessary to maintain the standard of collections and disposal set forth herein (including roll-off containers).

6.3 Protection of Adjacent Property and Utilities: Contractor shall conduct all work contemplated in this Agreement (including servicing of roll-off containers) in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage incurred through its operations. Contractor shall take cognizance of all existing utilities and it shall operate with due care in the vicinity of such utilities and shall immediately repair or have repaired at no cost to the City any breakage or damage caused by its operations.

6.4 Spillage: Contractor shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection shall occur (including the servicing of roll-off containers). In the event of any spillage caused by Contractor, clean up of spillage shall occur within four (4) hours of notice to Contractor from City and if the spillage is not picked up within four (4) hours, the City may, at its sole discretion, pick up the spillage and bill the Contractor for the pick-up, which the contractor shall promptly pay. Notwithstanding the foregoing, Contractor may refuse to collect any solid waste that has not been placed in a garbage can or container, or tied, or enclosed so that leaking, spilling and blowing is prevented.

6.5 Frequency of Collection: Contractor shall collect solid waste in this the Agreement Collections Area, as provided in the attached Exhibit A.

6.6 Receptacle: Contractor shall be required to pick up all garbage and rubbish, as Contemplated herein, which has been properly prepared and stored for collection as follows: all garbage, trash and rubbish shall be placed in a garbage can or in such other plastic disposal bag and shall be placed at curbside on or at such other single collection point as may be agreed upon by Contractor and the City. Non-containerized trash shall be collected provided that it does not exceed four (4) feet in length nor be greater that fifty (50) pounds in weight for any piece or segment of such materials.

6.7 Method of Collection of Garbage: As to all collections contemplated by this Agreement (including the servicing of roll-off containers), Contractor shall make Collections with a minimum of noise and disturbance to the City facilities and/or properties being serviced and the neighborhood. Any garbage or trash spilled by Contractor shall be picked up immediately by Contractor. Garbage receptacles shall be handled carefully by Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and the left at the proper point collection. Metal cans shall be replaced upright with covers securely and properly in place, or can be inverted with covers placed topside up on the ground next to the container. Plastic cans shall be inverted with covers placed topside up on the ground next to the container. Any type receptacle found in a rack, cart or enclosure of any kind

shall be turned upright in such rack, cart or enclosure of any kind and lids shall be placed securely on top of said receptacles. In the event of damage caused by Contractor to garbage receptacles, other than normal wear and tear, Contractor shall be responsible for the timely repair or replacement of said receptacles within seven (7) days of receiving a complaint from the City.

6.8 Schedules and Routes: Contractor shall provide the City with schedules for all collection routes (including for servicing of roll-off containers) and keep such information current at all times. If any change in the collection routes occurs, then the City shall be immediately notified in writing. All permanent changes in routes or schedules that alter the day of pickup are subject to approval of the City Manager or his designee. The City reserves the right to deny Contractor's vehicles access to certain streets, alleys and public ways inside the City in route to the disposal site where it is in the interest of the City to do so because of the condition of the streets or bridges. The City shall not interrupt the regular schedule or quality of service because of street closure less than eight (8) hours in duration. The City shall notify Contractor of street closures of longer duration, and arrangements for service will be made in a manner satisfactory to Contractor and the City.

6.9 Force Majeure: The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any other cause beyond the reasonable control of such party; provided, however, that if the hindrance of prevention of performance exceeds a period of thirty (30) days, the City may at its sole option and discretion, cancel or renegotiate this Agreement.

6.10 Collection Equipment: Contractor shall have on hand at all times sufficient equipment in good working order to permit Contractor to perform its duties hereunder fully, adequately, and efficiently (including servicing of roll-off containers). Garbage collection equipment shall be kept clean, sanitary, neat in appearance and in good repair at all times. Contractor shall at all times have available to them, reserve equipment which can be put into service and operation

within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond, in size and capability, to the equipment normally used by Contractor to perform its duties hereunder.

6.11 Refuse Quantities: Contractor represents and warrants that it has reviewed the City's collection records and understand that at certain times during the year, the quantity of refuse to be disposed of (including roll-off containers) is materially increased by the influx of visitors. Contractor agrees that seasonal fluctuation will not be justification for contractor to fail to maintain the required collection schedules and routes or to justify a rate increase.

6.12 Disposal at a Solid Waste Disposal Facility: Contractor hereby represents and warrants to the City that all solid waste collected by it under this Agreement (including roll-of containers) will be disposed of only at a duly licensed and permitted solid waste disposal facility as defined herein. The City reserves the right to approve or disapprove said facility. In the event Contractor relocates solid waste collected hereunder from an existing solid waste disposal facility to another, other than a temporary basis, it will notify City in writing within ten (10) days, and Contractor shall also, within said ten (10) day period, provide City with the licenses and permits for said new facility.

SECTION 7 ROLL WASTE CONTAINER PROGRAM

7.1 Contractor shall place and service roll-off containers, as specifically set forth in the attached Exhibit A. Prior to placing any roll-off container, as set forth in Exhibit A, Contractor shall obtain the required license(s) and permit(s) from the City Manager, as required pursuant to Sections 90-276 and 90-277 of the Miami Beach City Code. The Contractor will provide three (3) thirty foot roll-off containers.

7.2 Frequency of Collection: Contractor shall service all roll-off containers as provided in the attached Exhibit A.

7.3 City Sponsored Events: Contractor shall provide card board trash boxes and place and service roll-off containers, as to be determined by City for all City sponsored events.

7.4 With respect to the servicing of roll-off containers, City and Contractor herein agree that the following subsections of the Agreement, pertaining to the Solid Waste Program set forth in Section 6, shall also apply to this Section 7 and are accordingly incorporated by reference, as if fully set forth herein: subsections 6.2; 6.3; 6.4; 6.5; 6.6; 6.7; 6.8; 6.9; 6.10; 6.11; and 6.12.

SECTION 8. CONTRACTORS' PERSONNEL

8.1 Contractor's Officers(s): Contractor shall assign a qualified person or persons to be in charge of the operations within the Collection Area(s). Contractor shall give the names of these persons to the City. Information regarding the person's experience and qualifications shall also be furnished. Supervisory personnel must be available for consultation with the City Manager of his designee within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which is radio equipped.

8.2 Conduct of Employees: Contractor shall see to it that its employees serve the public in a courteous, helpful and impartial manner. No trespassing by employees will be permitted, nor crossing property of neighboring premises unless residents or owners of both such properties shall have given permission in writing. Care shall be takes to prevent damage to property including cans, carts, racks, trees, shrubs, flowers and other plants.

8.3 Employee Uniform Regulations: Contractor's solid waste collection employees shall wear a uniform or shirt bearing the company's name. Contractor shall furnish to each employee and identifying badge, not less than two and one-half (2½'') inches in diameter, with numbers and letters at least one (1'') inch high, uniform in type. Employees shall be required to wear such badges while on duty. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. Contractor shall keep a record of employees' names, numbers and route assignments in a manner to allow identification of employees at all times. Contractor shall provide tits then current employee list(s) to City within twenty-four (24) hours of written notice from the City.

8.4 Compliance with State, Federal and Municipal Law: Contractor shall comply with all applicable City (particularly Chapter 90 of the Miami Beach City Code, as

amended from time to time), State and Federal laws relating to wages, hours, and all other applicable laws, rules and regulations.

8.5 Fair Labor Standards Act: Contractor are required and hereby agrees by execution of this Agreement, to pay all employees not less than Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standard Act, as amended from time to time.

8.6 Each vehicle operator shall, at all times, carry a valid driver's license for the type of vehicle that is being driven.

8.7 Contractor shall provide operation and safety training for all personnel.

8.8 No person shall be denied employment by Contractor for reasons of race, sex, national origin, creed, age, physical handicap, sexual orientation or religion.

SECTION 9. CONTRACTOR'S OFFICE

9.1 Contractor shall provide, at its expense, a suitable office located within or in close proximity to Miami-Dade County, open between 8:00 A.M. and 5:00 P.M., Monday through Friday, with a telephone number where complaints shall be received, recorded and handled during normal working hours of each week and shall provide for prompt handling of emergency complaints and all other special calls in accordance with Section 13. The office shall include recording equipment for receipt and logging of off-hours calls.

9.2 Notification to Customers: Contractor shall notify the City, in writing, about complaint procedures, rates, and regulations.

SECTION 10 CITY'S AGREEMENT NOT TO FILL FIFTH FRANCHISE FOR PRIVATE WASTE COLLECTION

Pursuant to Section 90-229 of the Miami Beach City Code, the City shall license not more than five franchise waste contractor for residential and commercial waste collection and disposal. As of the date of execution of this Agreement, the City represents that it licenses four such franchise waste contractor (including Contractor).

In consideration of the services to be provided by Contractor pursuant to this Agreement, and having determined that this Agreement is in the best interest of the City, the City herein agrees that during the term of this Agreement (including renewal terms),

and provided that Contractor is in good standing herein and not in default under the Agreement, the City agrees not to license a fifth franchise waste contractor for residential and commercial waste collection and disposal.

As further consideration, Contractor herein agree that, during the term of this Agreement (including renewal terms), it will not offset or recoup the cost(s) of the services to be provided herein through any extraordinary and/or unreasonable price increase(s) to its "private" customers. In the event that the City determines, in its sole discretion, that there has been an extraordinary or unreasonable price increase, it may, in its sole discretion, terminate this Agreement, in part or in its entirety, for convenience, pursuant to Section 19. Notwithstanding the aforestated sentence(s), the term "extraordinary and/or unreasonable price increase(s)" shall not be deemed to include increases to all for, Consumer Price Index changes; cost of living adjustments; and adjustments for inflation.

SECTION 11 CONTRACT PERFORMANCE

11.1 Contractor's performance pursuant to this Agreement shall be supervised by the City Manager of his designee. If at any time during the term of the Agreement, performance is considered unsatisfactory by the City Manager or his designee, Contractor shall immediately take all steps necessary and procedures to properly perform under the Agreement, including but not limited to increasing the workforce tools and equipment as needed to properly perform under this Agreement. The failure of the City Manager or his designee to give such notification shall not relieve Contractor of its obligation to perform work at the time and in the manner specified by the Agreement.

11.2 Contractor shall furnish the City Manager of his designee any information relating to the Agreement to ascertain whether or not the work, as performed, is in accordance with the requirements of the Agreement.

11.3 The City Manager may appoint qualified persons to inspect Contractor's operation and equipment at any reasonable time, and Contractor shall admit authorized representatives of the City to make such inspections at any reasonable time and place.

11.4 The failure of the City at any time to require performance by Contractor of any provision herein shall in no way affect the right of the City thereafter to enforce same, nor shall waiver by the City of any breach of provisions herein taken or held to be a waiver of any breach of such provision or as a waiver of any provision itself.

SECTION 12 COOPERATION/COORDINATION

12.1 The City and its authorized representatives shall at all reasonable times be permitted free access and every reasonable facility for the inspection of all work, equipment and facilities of Contractor.

12.2 Contractor shall cooperate with authorized representatives of the City in every way in order to facilitate the quality and progress of the work contemplated under this Agreement. Contractor shall have at all times a competent and reliable English speaking representative on duty authorized to receive orders and to act for Contractor in case of its absence.

SECTION 13 COMPLAINTS AND COMPLAINT RESOLUTION

13.1 Complaints: Contractor shall prepare, in accordance with a format approved by the City, and maintain a register of all complaints and indicate the disposition of each complaint. Complaints shall be identified and such record shall be available for City inspection at all times during business hours. The form shall indicate the date and time on which the complaint was received and the date and time on which it was resolved. All complaints shall be addressed within a 24 hour period, except when a complaint is received after 12:00 noon on the day preceding a holiday, or on a Saturday or Sunday, in which case the complaint shall be determined on the next working day. Legitimacy of challenged complaints shall be determined on the basis of a joint inspection by the City Manager's designee and a representative of Contractor. Disputes shall be referred to the City Manager or his designee, whose decision shall be final.

13.2 Dispute about Collection of Certain Items: It is recognized that disputes may arise between the City and Contractor with regard to the collection of certain items due to disputes over the specific language of the Agreement. The City Manager may from time to time notify Contractor by telephone and/or facsimile to remove all

such refuse. Should Contractor fail to remove the refuse within twenty-four (24) hours from time of notification, the City may do so, and all costs incurred by the City shall be reimbursed by Contractor. If it is determined that the disputed refuse did not conform to the specifications of this Agreement, the Contractor shall be entitled to reimbursement.

SECTION 14 SUBCONTRACTORS

Subcontractors will not be permitted under the terms of this Agreement without the prior written consent of the City.

SECTION 15 INSURANCE AND INDEMNIFICATION

15.1 Indemnification: Contractor each agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees and agents, from and against any and all actions, claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, its employees, agents, sub-Contractor, or any other person or entity acting under Contractor's control, in connection with the Contractor's performance of the Services pursuant to this Agreement; and to that extent, the Contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The parties agree that one percent (1%) of the total compensation to the Contractor for performance of the Services under this Agreement is the specific consideration from the City to the Contractor for the Contractor's Indemnity Agreement.

The Contractor's obligation under this Subsection shall not include the obligation to indemnify the City of Miami Beach and its officers, employees and agents, from and against any actions or claims which arise or are alleged to have arisen from negligent acts or omissions or other wrongful conduct of the City and its officers, employees and agents. The parties each agree to give the other party

prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

15.2 Insurance Required:

(a) Each Contractor must maintain throughout the term of this Agreement, the following insurance coverage:

(1) Commercial general liability in the amount of $1,000,000.00 per occurrence for bodily injury and property damage. This policy must include coverage for contractual liability. The City must be named as an additional insured on this policy.

(2) Automobile liability in the amount of $1,000,000.00 per occurrence for bodily injury and property damage, covering all vehicles owned, leased or used by the Contractor within the limits of the City. The City must be named as an additional insured on this policy.

(3) Workers' compensation and employer's liability, as required by state law.

(b) All companies providing insurance shall be authorized to do business in the State and rated B+:VI or better by Best's Key Rating Guide, latest edition.

(c) No change or cancellation of this insurance shall be made without thirty (30) days' written notice to the City's Risk Manager.

(d) It is understood and agreed that all policies of insurance provided by the Contractor are primary coverage to any insurance or self-insurance the City possesses that may apply to a loss resulting from the work performed by Contractor pursuant to this Agreement.

(e) All policies issued to cover the insurance requirements in this subsection shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued pursuant to this section unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City's Risk Manager.

(f) As evidence of the above coverage, Contractor must provide original certificates of insurance to the City's Risk Manager, and these must be approved by the Risk Manager prior to commencement of services herein. Contractor must submit a new certificate evidencing continuing or replacement coverage prior to the expiration date of the insurance policies and must submit annually certified copies of the liability herein.

(g) Any deviation from these requirements must be approved by the City's Risk Manager. The City reserves the right to increase the kinds and amounts insurance, of coverage required if the City, in its sole discretion, deems such increase necessary to protect the City.

SECTION 16 DAMAGE TO OR DESTRUCTION OF EQUIPMENT.

If any item of equipment is damaged, destroyed, or stolen by an event which is covered by insurance, Contractor will utilize the insurance proceeds to repair or replaces said equipment. If the insurance proceeds are insufficient or the equipment has been damaged or destroyed by an uninsured casualty, Contractor shall invest the additional funds needed to repair or replace the equipment.

SECTION 17 EVENTS OF DEFAULTY BY CONTRACTOR

Each of the following events or conditions shall constitute an event of default by Contractor:

(a) Any material failure by Contractor to perform or comply with terms and conditions of this Agreement, and said failure continues for thirty (30) days after Notice to Contractor demanding that such failure be cured.

(b) Filing by or against Contractor of a bankruptcy, receivership, assignment for the benefit of creditors, liquidation, dissolution, composition or reorganization petition, or other insolvency proceeding.

c) If the services under the Agreement shall be vacated or abandoned by Contractor during the term of this Agreement for a period of seven (7) days or more.

d) Any representations or warranty furnished by Contractor in this Agreement is found to be false or misleading in any material respect when made.

SECTION 18 REMEDIES UPON DEFAULT BY CONTRACTOR

In the event of default by Contractor, the City may, without election of remedies:

a) Without recourse to legal process, immediately terminate the Agreement by delivery of a Notice declaring termination (which shall become effective upon receipt by Contractor), whereupon Contractor shall, at its sole cost, remove the equipment.

b) Exercise all remedies available at law or at equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and owing to the City, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy, and/or for specific performance.

SECTION 19 TERMINATION FOR CONVENIENCE BY THE CITY

19.1 THE CITY COMMISSION OF THE CITY, IN ADDITION TO THE RIGHTS AND OPTIONS TO TERMINATE SET FORTH IN SECTION 17 OR IN ANY OTHER PROVISION SET FORTH IN THIS AGREEMENT, RETAINS THE RIGHT TO TERMINATE THIS AGREEMENT, IN WHOLE OR IN PART, AT ITS SOLE OPTION AT ANY TIME DURING THE INITIAL TERM HEREIN, OR ANY RENEWAY TERM, FOR CONVENIENCE, WITHOUT CAUSE AND WITHOUT PENALTY.

19.2 Said termination for convenience shall become effective thirty (30) days following receipt by Contractor of a written termination notice. Contractor herein agrees that, upon termination for convenience there shall be no further liability to the City, nor shall the City have any further responsibilities or obligations hereunder.

SECTION 20 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. BY ENTERING INTO THIS AGREEMENT, CITY AND CONTRACTOR 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 21 LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the city's maximum liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $10,000.00. Contractor hereby expresses its willingness to enter into this Agreement with recovery from the Cit for any damage action for breach of contract to be limited to a maximum amount of $10,000.00.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agree that the City shall not be liable to Contractor for damages in an amount in excess of $10,000.00 action or claim for breach of contract arising out of the performance or non-performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statues.

SECTION 22 REPRESENTATION AND WARRANTIES OF CONTRACTOR

Each Contractor warrants and represents to the City that:

a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder.

b) Its execution, delivery, and performance of this Agreement have been duly authorized by, or is in accordance with its organic instruments; this Agreement has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid and binding obligations.

c) Its execution, delivery, and performance of this Agreement will not result in a breach of violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected.

d) It has not received any notice, nor to the best of its knowledge is there pending or threatening any notice, or any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder.

e) It has, or will have under its control at the date of commencement of services under this Agreement, all equipment, machinery, manpower and solid waste disposal facility necessary to perform under the Agreement.

SECTION 23 APPLICABLE LAW

This Agreement and the construction and enforceability thereof shall be interpreted under the laws of the State of Florida.

SECTION 24 COMPLIANCE WITH LAW AND STANDARD PRACTICES

Contractor shall perform its obligations hereunder in compliance with any and all applicable Federal, State, and Local laws, rules, and regulations, in accordance with sound engineering and safety practices, and in compliance with any and all rules of the City relative to the services. Contractor shall be responsible for obtaining all government permits, consents, and authorizations as may be required to perform its obligations hereunder prior to beginning of providing service.

SECTION 25 TAXES, LIENS AND FEES

At all times during the existence of this Agreement, Contractor shall pay on or before the due date all taxes, fees, and assessments which may be levied upon or in respect of the equipment, or its operations, including but not limited to commercial personal property taxes, sales taxes, and intangible taxes, and Contractor shall pay on or before the due date any other charge of any character which may be imposed or incurred by any public authority as an incident to title to, ownership of, or operation of the equipment. In the event that any lien or encumbrance of any nature relating to Contractor's equipment or the operation of maintenance thereof is filed upon the City, Contractor shall have thirty (30) days from the date written notice by City to have such lien or encumbrance bonded off or discharged.

SECTION 26 NOTICES AND CHANGES OF ADDRESSES

All "Notices" to be given by either party to the other shall be in writing and must be either delivered or mailed by registered or certified mail, return receipt requested, addresses as follows:

To City: CITY OF MIAMI BEACH
CITY MANAGER'S OFFICE
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
ATTENTION: ROBERT C. MIDDAUGH
ASSISTANT CITY MANAGER

WITH A COPY TO:

CITY OF MIAMI BEACH
PUBLIC WORKS DEPT., SANITATION DIVISION
140 MACARTHUR CAUSEWAY, 2ND FL
MIAMI BEACH, FLORIDA 33139
ATTENTION: ALBERTO ZAMORA
DIRECTOR OF SANITATION

To Contractor: REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP D/B/A ALL SERVICE MIAMI - DADE DIVISION
8160 NORTHWEST 93 STREET
MIAMI, FLORIDA 33142
ATTENTION: GEORGE ACEVEDO
GENERAL MANAGER

or such other addresses as either party may hereinafter designate by a Notice to the other. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid and upon actual receipt if otherwise delivered.

SECTION 27 NO WAIVER

The failure of Contractor or the City to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of Contractor or the City.

SECTION 28 SEVERABILITY

In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement.

SECTION 29 ASSIGNMENT

The selection of Contractor as the service provider under this Agreement is based upon its experience, capability financial ability to perform the work. Contractor shall not assign, delegate or subcontract any of the rights or obligations under this Agreement without the prior written consent of the City.

SECTION 30 COMPLETE AGREEMENT

This Agreement, when executed, together with all Exhibits attached hereto as provided for by this Agreement, shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by writing signed by the parties hereto.

SECTION 31 FURTHER DOCUMENTS

The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

SECTION 32 INDEPENDENT PARTIES

Nothing contained in this Agreement shall be deemed or construed for any purpose to establish, between City and Contractor, a partnership or venture, a principal agent relationship, or any relationship other than property owner and independent Contractor.

SECTION 33 TIME OF THE ESSENCE

Time is of the essence with respect to each and every term and condition of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its appropriate officials, as of the date first entered above.

FOR CITY: **CITY OF MIAMI BEACH, FLORIDA**

ATTEST:

By:

City Clerk **Mayor**

FOR CONTRACTOR: **REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP D/B/A ALL SERVICE MIAMI - DADE DIVISION**

ATTEST:

By:

Secretary **General Manager**

Corporate Seal

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 10-9-03 Date

EXHIBIT A

Facility	Location	#	Container	Frequency	Service Provider
Sanitation Yard	140 MacArthur Causeway	1	30 yard Roll-off	3 times per week	AS
Public Works Yard	451 Dade Boulevard	1	30 yard Roll-off	3 times per week	WM
Parks Division	2100 Meridian Avenue	1	30 yard Roll-off	3 times per week	BFI
City Hall	1700 Convention Ctr Drive		Hand Load	5 Days M-F	BFI
Police Station	1100 Washington Avenue		Hand Load	7 Days	BFI
Terminal Island Yard	140 MacArthur Causeway	1	4 Yard	5 Days M-F	BFI
Public Works	451 Dade Boulevard	1	4 Yard	5 Days M-F	WM
Parks Division	2100 Meridian Avenue	1	6 Yard	5 Days M-F	WM
Fire Station # 1	1051 Jefferson Avenue	1	2 Yard	7 Days	DSI
Fire Station #2	2300 Pinetree Drive	1	2 Yard	7 Days	DSI
Fire Station #2	2300 Pinetree Drive	1	4 Yard Recycle	1 Day	WM
Fire Station #3	5303 Collins Avenue	1	2 Yard	7 Days	DSI
Fire Station #4	6860 Indian Creek Drive	1	2 Yard	7 Days	DSI
Garden Center Conservatory	5303 Collins Avenue	3	90 Gal Tote	5 Days M-F	BFI
21st Street Recreation Ctr.	2100 Washington Avenue	1	2 Yard	5 Days M-F	AS
Property Management	1250 Michigan Avenue	1	2 Yard	5 Days M-F	BFI
Property Management	1245 Michigan Avenue	1	2 Yard	5 Days M-F	WM
South Shore Comm Center	833 6th Street	3	90 Gal Tote	5 Days M-F	BFI
Log Cabin	8128 Collins Avenue	1	2 Yard	5 Days M-F	WM
Police, North Sub-Station	6840 Indian Creek Drive	1	2 Yard	4 Days	WM
Parking Garage	7th St & Collins Ave	4	90 Gal Tote	7 Days	BFI
Parking Garage	17th St & Pennsylvania Ave	1	4 Yard	7 Days	WM
Flamingo Park-Restroom Bldg.	1250 Michigan Avenue	1	2 Yard	5 Days M-F	BFI
Flamingo Park	1255 Michigan Avenue	1	4 Yard	5 Days M-F	WM
Stash Site	Collins Avenue & 79 St.	1	6 Yard	7 Days	WM
North Shore Open Space Park	73 rd & Collins Avenue	1	2 Yard	5 Days M-F	WM
Youth Center	2700 Sheridan Avenue	4	90 Gal Tote	5 Days M-F	BFI
North Shore Tennis Center	73rd Street at Harding Ave	4	90 Gal Tote	5 Days M-F	BFI
Bass Museum	2121 Park Avenue	3	90 Gal Tote	7 Days	BFI

Service Providers:
BFI = Browning- Ferris Industries
DSI = Davis Sanitation, Inc.
AS = All Service- Miami Dade Division
WM = Waste Management of Dade County

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution to authorize renewal of a service agreement with BFI Waste Systems of North America, Inc. for a term of one year November 1, 2003 and ending on October 31, 2004.

Issue:

Should the City authorize the renewal of the BFI Waste Systems of North America, Inc. service agreement?

Item Summary/Recommendation:

The City Commission authorized the execution of a service agreement with BFI Waste Systems on September 13, 2000, starting October 18, 2000 and ending on October 31, 2002 and providing for three (3) one (1) year renewals at the City's option. On September 10, 2002 the service Agreement was renewed for an additional one (1) year term expiring October 31, 2003.

The Administration's recommendation to renew the service agreement for one year is based on the following:
1. Excellent customer service and low record of complaints.
2. Favorable results of a customer satisfaction telephone survey.
3. Additional services BFI has agreed to provide at no additional cost to the City.

BFI as part of their service agreement operates the Community Trash Recycling Center (CTRC) at 29th street and Meridian avenue. In response to concerns by neighboring residents, administrative changes will be made to the agreement and Construction and Demolition Debris and White Goods will no longer be accepted at the CTRC, effective November 1, 2003. Other modification to definition of terms contained in the agreement are currently being discussed with the concerned neighboring residents will be incorporated once they are finalized. The construction and renovation of the existing facility will be sized to properly handle the modified waste stream.

Based on the above, the Administration recommends the renewal of this service agreement for a one (1) year term commencing November 1, 2003 and ending on October 3 1, 2004.

Advisory Board Recommendation:

Financial Information:

Amount to be expended:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Sign-Offs:

Department Director	Assistant City Manager	City Manager
[signature]		[signature]

AGENDA ITEM R7L

DATE 10-15-03

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: October 15, 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 MAYOR AND CITY CLERK TO RENEW A SERVICE AGREEMENT WITH BFI WASTE SYSTEMS OF NORTH AMERICA, INC., FOR A TERM OF ONE YEAR COMMENCING ON NOVEMBER 1, 2003 AND ENDING ON OCTOBER 31, 2004, FOR COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE, YARD TRASH, BULK WASTE AND OPERATIONS OF THE CITY'S SOLID WASTE MANAGEMENT FACILITY.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution

ANALYSIS

Browning Ferris Industries (BFI) Waste Systems of North America, Inc. has provided the collection and disposal of residential solid waste and operation of the City's Community Trash Recycling Center (CTRC) since October 31, 2000. On September 26, 2002, the Mayor and Commission authorized the first one (1) year term renewal which expires October 31, 2003. The terms of the Agreement allows for three (3) additional one (1) year renewals at the discretion of the City. This recommendation would constitute the second of three (3) renewal options.

The recommendation to renew BFI's agreement for the second of three (3) one (1) year terms has been made based on the following criteria:

1. Excellent customer service and a low record of complaints:

The Sanitation Division researched complaints logged by the City regarding missed garbage pick-ups during one (1) year renewal period of the Agreement. This research showed a decrease in complaints and an increase in responsiveness compared to the previous contractor performance. BFI has averaged about 50 complaints per month, well below the 127 allowed per the Agreement. Good communication with BFI field supervisors and customer service representatives has been a key element in the success of this Agreement.

2. **Favorable results of a customer satisfaction telephone survey conducted by the - City of Miami Beach, Neighborhood Services Department**

The City of Miami Beach, Neighborhood Services Division, conducted a random customer satisfaction telephone survey among 70 residents of Miami Beach that are serviced by BFI. The results of the customer survey revealed that in general our residents are satisfied with BFI's performance. The survey questions and results are attached.

3. **Additional services to be provided by BFI at no additional cost to the City.**

The Administration met with BFI to seek additional services at no cost to the City. BFI has agreed to provide the following additional services effective November 1, 2003:

- BFI will continue the office paper-recycling program at City Hall using desk side containers and 90 gallon wheeled carts. Equipment, training, employee information and collection is provided by BFI at no cost to the City.

- BFI will implement a management customer service tracking system which will include a monthly meeting between the City of Miami Beach, Sanitation Director and the General Manager of BFI to discuss any operation issues.

- BFI will implement a monthly Neighborhood Pride Weekend in which the City will target areas with illegal dumping problems and BFI will place containers and staff during operational hours the first Saturday of each month to allow residents in the area to dump unwanted items.

- BFI will work with the City's Sanitation Division to develop an Anti-litter campaign.

In addition, Community Trash Recycling Center which is part of the BFI agreement will continue to be operated at the City's direction. This is a site used for temporary storage of solid waste material enroute to a landfill or recycling center.

There are no other facilities within or in close proximity to the City, which may be utilized by the City's residents, contractors, or City crews for disposal of acceptable materials. The facility provides an advantage to residents needing to dispose of acceptable items.

Under our current operational practices the following materials are being disposed at the Community Trash Recycling Center:

1. Yard Trash – clean landscaping waste (residents and property owners or their contracted landscapers)

2. Bulk Waste
    - Household furniture
    - Household trash – accumulations of a nature other than garbage or yard trash, such as paper, magazines, and packaging.

- Remodeling and home repairs trash – waste material accumulated by the homeowner or tenant during the course of self-performed improvement projects.
- White Goods- domestic appliances such as refrigerators and water heaters.

3. Construction and Demolition Debris- (residents and property owners or their contractors)

The current operations are perceived by neighboring residents to produce significant truck traffic. In practice, on the average, only one (1) BFI truck per day enters the facility to drop of an empty roll-off container and pick-up a full one.

Due to concerns expressed by residents in the immediate area administrative changes will be made to the agreement and Construction and Demolition Debris and White Goods will be deleted from the agreement and no longer be accepted at the Community Trash Recycling Center, effective November 1, 2003. Other modification to definition of terms contained in the agreement are currently being discussed with the concerned neighboring residents will be incorporated once they are finalized. The construction and renovation of the existing facility will be sized to properly handle the modified waste stream.

CONCLUSION

The Administration recommends that the Mayor and Commission authorize the renewal of the service agreement with BFI Waste Systems of North America, Inc. for a term of one (1) year commencing on November 1, 2003 and ending on October 31, 2004.

JMG/RCM/FHB/AZ:pc

Date: _____

RESIDENT SURVEY

Thank you for calling the Answer Center. Do you own a single family residence in Miami Beach? May I take a few moments to conduct a brief survey to help evaluate how effective your sanitation service is? We would like your opinion on seven questions that will assist with this evaluation. All answers are strictly confidential and individuals will not be identified by names or addresses. ***WAIT FOR RESPONSE***

The sanitation service is your garbage and trash collection service, refuse, and residential recycling program and bulk trash collection.

1. On a scale of 1 to 5 with 1 being the lowest score and five being the highest, how do you rate the quality of your current residential garbage and trash collection service?

1----------2----------3----------4----------5

2. Bulky wastes are large cuttings of bushes or tree limbs, domestic appliances remodeling and home repair trash, and furniture. The current system allows four free on-call bulky waste collections per calendar year. On a scale of 1-5 with 1 being the lowest and 5 being the highest, how would you rate the current appointment system for bulky waste pick up?

1----------2----------3----------4----------5

3. Yard trash is material resulting from yard maintenance including tree and shrub trimmings, grass clippings, and palm fronds. In response to last year's customer survey, yard trash is currently collected twice a week on every scheduled pick up. On a scale of 1-5 with 1 being the lowest and 5 being the highest, how pleased are you with the frequency of yard trash pick up?

1----------2----------3----------4----------5

4. Are you satisfied with the cleanliness of the immediate vicinity of your garbage cans after pick up?

   Yes No

5. Do you have any other service issues?

   Yes No

   If yes, issues:

   _____

   _____

   _____

6. Would you like any service enhancements added to your current service?

   Yes No

   If yes, what services:

   _____

   _____

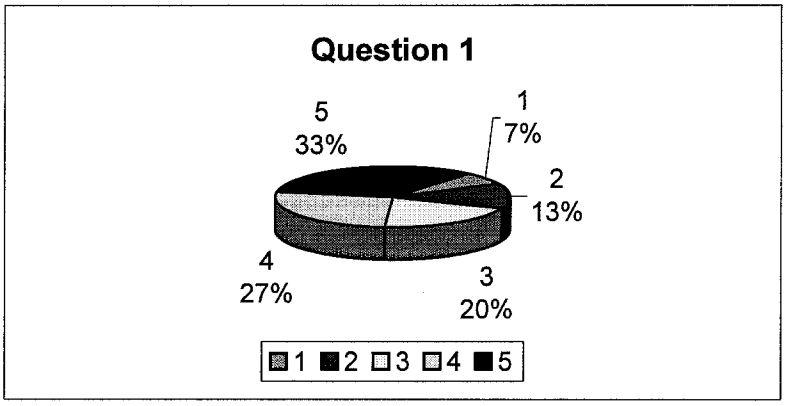
   _____

7, Would you be willing to pay more for these enhancements?

   Yes No

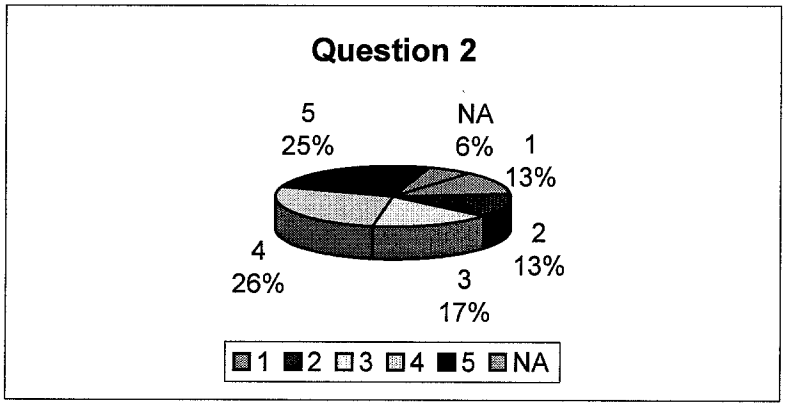
Sanitation Resident Survey - August 2003

Question 1	1	2	3	4	5	NA	Total
	6	7	14	9	12	0	48



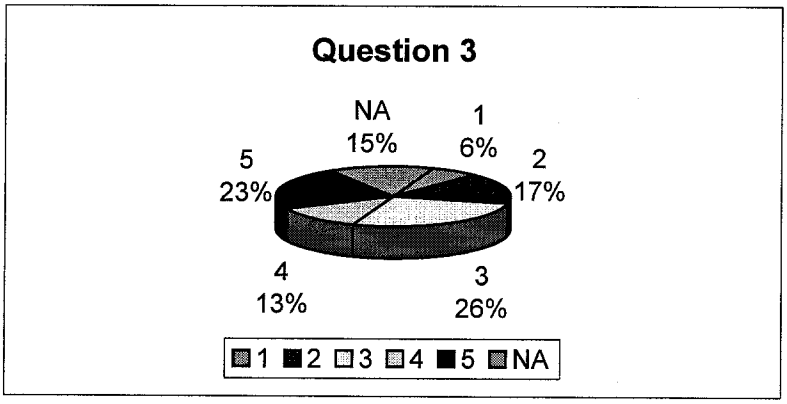
Question 2	1	2	3	4	5	NA	Total
	6	6	8	13	12	3	48

* 2 of the 3 n/a either never used or didn't know about bulk pick up.

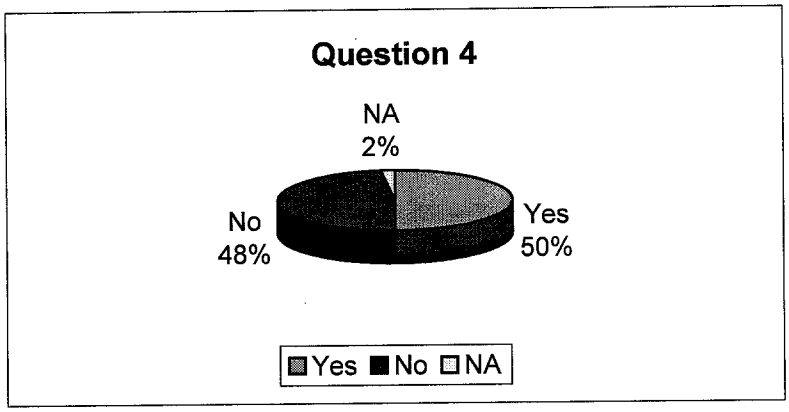


Question 3	1	2	3	4	5	NA	Total
	3	8	13	6	11	7	48

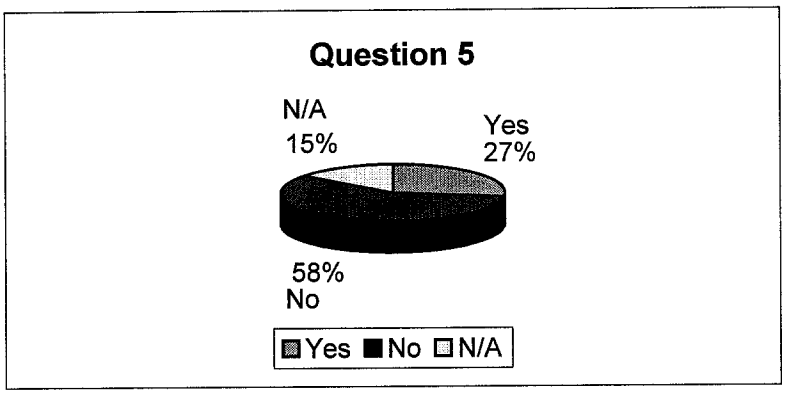
*3 of the 7 n/a have never used yard trash service.



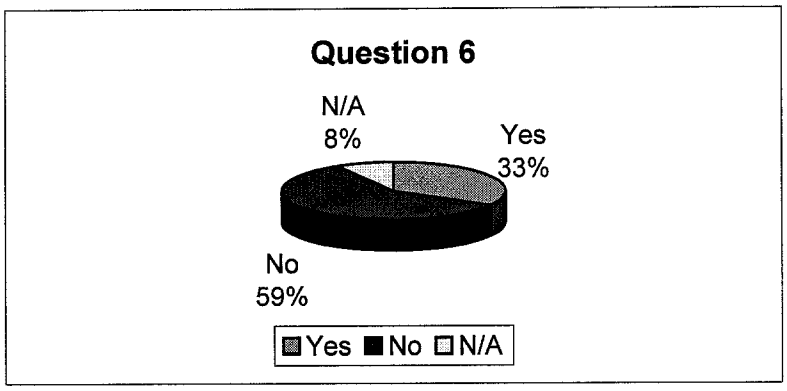
Question 4	Yes	No	NA	Total
	24	23	1	48



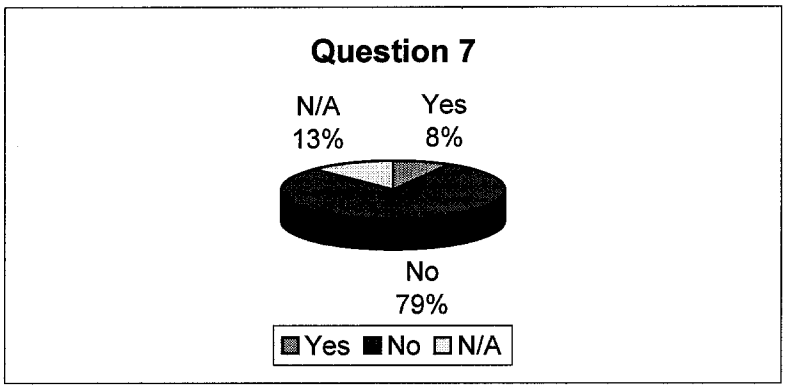
Question 5	Yes	No	N/A	Total
	13	28	7	48



Question 6	Yes	No	N/A	Total
	16	28	4	48



Question 7	Yes	No	N/A	Total
	4	38	6	48


Question 7
N/A
13%
Yes
8%
No
79%
Yes
No
N/A

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORING THE MAYOR AND CITY CLERK TO RENEW A SERVICE AGREEMENT WITH BFI WASTE SYSTEMS OF NORTH AMERICA, INC., FOR A TERM OF ONE YEAR COMMENCING NOVEMBER 1, 2003 AND ENDING ON OCTOBER 31, 2004, FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE, YARD TRASH, BULK WASTE AND OPERATION OF THE CITY'S SOLID WASTE MANAGEMENT FACILITY.

WHEREAS, the City issued a Request for Proposals No. 101-99/00 on May 24, 2000 to solicit proposals for a two-year contract for the collection and disposal of residential solid waste, yard trash, bulk wastes, and operation of the City's solid waste management facility; and

WHEREAS, on September 13, 2000, the Mayor and Commission authorized the Mayor and City Clerk to execute a Service Agreement with BFI Waste Systems of North America, Inc. commencing on October 18, 2000 and expiring on October 31, 2002; and

WHEREAS, the terms of the Service Agreement allows for three additional one-(1) year term renewals at the sole discretion of the City; and

WHEREAS, on September 26, 2002, the Mayor and Commission authorized the first one year term renewal which expires October 31, 2003; and

WHEREAS, the Administration is satisfied with BFI Waste Systems of North America, Inc. and its overall level of service, including responsiveness, customer service and communication; and

WHEREAS, BFI Waste Systems of North America, Inc. has agreed to continue the office paper-recycling program at City Hall; and

WHEREAS, BFI Waste Systems of North America, Inc. has agreed to implement a management tracking system which will include a monthly meeting between the City of Miami Beach, Sanitation Director and the General Manager of BFI; and

WHEREAS, BFI Waste Systems of North America, Inc. has agreed to implement a monthly Neighborhood Pride Weekend; and

WHEREAS, BFI Waste Systems of North America, Inc. has agreed to work with the City's Sanitation Division to develop an Anti-litter campaign.

NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission, upon recommendation of the Administration, herein authorizes the Mayor and the City Clerk to renew a service agreement with BFI Waste Systems of North America, Inc., for a term of one year commencing on November 1, 2003 and ending on October 31, 2004.

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

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 10-6-03
Date

CONTRACT TO BE SUBMITTED

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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: October 15, 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 on the Homeless	9	Commissioner Simon Cruz	1	Page 9

AGENDA R9A
DATE 10-15-03

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
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
Fine Arts Board	14	Commissioner Matti H. Bower Mayor David Dermer	1 1	Page 17

AGENDA _____
DATE _____

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Health Advisory Committee	11	City Commission	2	Page 19
Health Facilities Authority Board	6	City Commission	1	Page 20
Housing Authority	5	Mayor David Dermer	1	Page 23
Loan Review Committee	7	Commissioner Richard L. Steinberg	1	Page 24
Marine Authority	7	Commissioner Simon Cruz	1	Page 25

AGENDA _____
DATE _____

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Miami Beach Commission on Status of Women	21	Commissioner Jose Smith	1	Page 26
Miami Beach Florida Sister Cities	22	Mayor David Dermer	2	Page 29
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

Attached is breakdown by Commissioner or City

REP
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 Matti Herrera Bower:

- Performing Arts Center Trust (PACT)
- Tourist Development Council
- Dade Cultural Alliance
- Miami Beach Transportation Management Association (TMA)

Commissioner Luis R. Garcia, Jr.:

- Greater Miami Convention and Visitors Bureau
- Unclassified Employees and Elected Officials Retirement System

Commissioner Jose Smith:

- Metropolitan Planning Organization

Commissioner Richard L. Steinberg:

- Miami-Dade League of Cities
- Miami-Dade County Homeless Trust Board - Appointed by Miami-Dade League of Cities

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 10-15-03

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

COMMISSION MEMORANDUM

TO: **Mayor David Dermer**
Members of the City Commission

DATE: October 15, 2003

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

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, URGING AGAINST THE INCREASE OF DEVELOPMENT INTENSITIES AND DENSITIES THROUGH RELAXATION OR MODIFICATION OF THE CITY'S LAND DEVELOPMENT REGULATIONS, COMPREHENSIVE PLAN, AND CONCURRENCY SYSTEM, AS A RESULT OF ITS RECOMMENDATION ON RAIL-BASED TRANSPORTATION SYSTEMS, SO AS TO PROTECT AGAINST OVERDEVELOPMENT OF THE CITY.**

Pursuant to the request of Mayor Dermer, the attached Resolution is submitted for consideration by the Mayor and City Commission.

MHD:lm

Encl.

cc: Jorge M. Gonzalez
City Manager

F:\ATTO\DUBM\COMMEMOS\DEVELOPMENTINTENSITIES.RES.DOC

Agenda Item R9C
Date 10-15-03

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, URGING AGAINST THE INCREASE OF DEVELOPMENT INTENSITIES AND DENSITIES THROUGH RELAXATION OR MODIFICATION OF THE CITY'S LAND DEVELOPMENT REGULATIONS, COMPREHENSIVE PLAN, AND CONCURRENCY SYSTEM, AS A RESULT OF ITS RECOMMENDATION ON RAIL-BASED TRANSPORTATION SYSTEMS, SO AS TO PROTECT AGAINST OVERDEVELOPMENT OF THE CITY.

WHEREAS, the City Commission has recently adopted, and the Miami-Dade County Metropolitan Planning Organization is presently considering, recommendations for a street car transportation system to serve Miami Beach, and connect Miami Beach to other parts of Miami-Dade County; and

WHEREAS, the Florida Legislature has required each city in Florida to adopt a concurrency management system, to evaluate all new development and ensure that necessary infrastructure is timely in place to serve such development; and

WHEREAS, the availability of mass transit is taken into consideration in evaluating the impact of new development on the transportation network system, and in calculating the mitigation fees such development must contribute to ensure the ability of such system to support such development; and

WHEREAS, it is the opinion of the Mayor and City Commission that the street car transportation system, while desirable from the point of view of increased mobility and alleviating congestion, should not be used as justification for relaxing development regulations and allowing such increased new development that the City becomes overdeveloped; and

WHEREAS, it is the opinion of the Mayor and City Commission that because the concurrency system already accounts for the availability of mass transit, and provides a credit for mass transit to the amount of mitigation fees a new development project must pay in order to obtain a building permit, such concurrency system should not be modified to further encourage new development to the extent that the City becomes overdeveloped.

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 urge such persons and boards considering changes to the City's land development regulations, comprehensive plan, and concurrency management system not use the City's recommendation of the street car system to the Metropolitan Planning Organization, or the adoption of

any street car or rail-based transportation system, as justification for relaxing such development regulations, comprehensive plan, or the concurrency management system, to allow the City to become overdeveloped.

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

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ 10-7-03
City Attorney Date

T:\AGENDA\2003\oct1503\regular\Concurrency Transit RESO.doc

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CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: SIMON CRUZ
COMMISSIONER

DATE: OCTOBER 10, 2003

RE: AGENDA ITEM

Please place the attached ordinance on the October 15 City Commission Agenda for discussion.

SC/ml

Attachment

Agenda Item R9D
Date 10-15-03

ORDINANCE NO. 2003-____

AN ORDINANCE ADOPTED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CREATING THE OCEAN RESCUE/BEACH SAFETY DEPARTMENT OF THE CITY OF MIAMI BEACH; TRANSFERRING ALL OPERATIONS OF THE CURRENT BEACH PATROL DIVISION TO THE OCEAN RESCUE/BEACH SAFETY DEPARTMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the direction of the Mayor and City Commission during the City's annual budget hearings, the Mayor and City Commission have evaluated and determined that the existing Beach Patrol Division, which operates under the Parks and Recreation Department, provides a critical and essential life safety function; and

WHEREAS, the City Commission has concluded that the creation of an Ocean Rescue/Beach Safety Department would centralize and greatly enhance the life-safety services provided to the general public at the City's beaches, be cost effective and will positively promote administrative efficiency; and

WHEREAS, the City Commission has concluded that the existing Beach Patrol Division should be transferred to the newly created Ocean Rescue/Beach Safety Department; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of the City of Miami Beach, Florida, that this organizational change be implemented immediately.

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

Section 1. That there is hereby established the Department of Ocean Rescue/Beach Safety Department which shall report directly to the City Manager as the chief administrative officer of the City of Miami Beach.

Section 2. That the Department of Ocean Rescue/Beach Safety shall be subject to the direct supervision of the Department's Chief who shall report directly to the City Manager and perform said duties as may be assigned by the City Manager in accordance with the City Charter and the City's personnel rules. All current Beach Patrol Division personnel shall be herewith transferred to the Department of Ocean Rescue/Beach Safety and shall report to the Department Chief of the Ocean Rescue/Beach Safety Department.

Section 3. It shall be the duty of the Ocean Rescue/Beach Safety Department Chief to direct or cause to be directed, the operations of the Ocean Rescue/Beach Safety Department.

Section 4. All equipment, vehicles, machinery, supplies, offices and/or buildings, as well as all other material currently utilized by the current Beach Patrol Division are herewith transferred to, and placed under the control of, the Ocean Rescue/Beach Safety Department.

Section 5. Repeal of Conflicting Ordinances.

All ordinances or parts thereof or parts of the Code conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

Section 6. Severability.

If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings of invalidity shall not affect the remaining portion of this Ordinance and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part of parts had not been included therein, or if this Ordinance or any of the

provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Section 7. Inclusion in Code

It is the intention of the Mayor and City Commission that the provisions of this Ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida; that the Section(s) of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word "ordinance" may be changed to "Section", "Article" or another word.

Section 8. Effective Date.

The provisions of this Ordinance shall become effective upon adoption.

PASSED on the first reading this ____ day of October, 2003.

PASSED AND ADOPTED on the second reading this _____ day of October, 2003.

_____
Mayor

Attest:

_____
City Clerk

Approved as to Form and Legal Sufficiency:

_____
City Attorney

C: CMC
MHD
RA
LH

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: SIMON CRUZ
COMMISSIONER

DATE: OCTOBER 10, 2003

RE: AGENDA ITEM

Please place on the October 15 City Commission Agenda the settlement agreement between the Royal Palm Hotel and the City of Miami Beach.

With the understanding that the agreement if approved by the commission will become effective when the banks have agreed to extend their loans to the Royal Palm.

SC/ml

Agenda Item R9E
Date 10-15-03

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C: Trish
CMC
LH

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: SIMON CRUZ
COMMISSIONER

DATE: OCTOBER 2, 2003

RE: REFERAL TO THE FINANCE CITYWIDE PROJECTS COMMITTEE

Please refer to the Finance Citywide Projects Committee the establishment of a dedicated source of funding for our Cultural Arts Counsel. At present we are using the interest from our $10,000,000 Convention Development dollars to fund the arts. Unfortunately, the dollars from the Convention Development fund are decreasing as we use them to do much needed improvements to the Convention Center.

Since Cultural Tourism is a cornerstone of our City's economy and culture in general is part of our identity, it is imperative that we establish a dedicated fund to replace the current funding source.

SC/ml

Agenda Item R9F1
Date 10-15-03

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CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: MATTI H. BOWER
COMMISSIONER

DATE: October 9, 2003

RE: Alternative Funds for the Cultural Arts Council

At the July 16, 2003, Finance and Citywide Projects Committee meeting I placed the Quality of Life funds for the Cultural Arts Council for discussion on the agenda. At the meeting it was suggested that the Commission should have a workshop to discuss the allocation of the Quality of Life Funds. I am concerned that there will not be sufficient funds for the Cultural Arts Council. Are there any other possible sources for funding? This matter is very important for me to resolve. Please advise with possible suggestions and ideas.

I thank you in advance for your cooperation in this matter. If you have any questions, please do not hesitate to contact my Aide, Ms. Lorna Mejia at extension 6627.

Thank you.

MHB/ldm

RECEIVED
03 OCT -9 PM 3:58
CITY MANAGER'S OFFICE

Agenda Item R9F2
Date 10-15-03

CITY OF MIAMI BEACH
Office of the City Manager
Interoffice Memorandum

To: Simon Cruz
Commissioner

Date: October 10, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **FUNDING FOR THE ARTS**

On July 16, 2003 the Finance and Citywide Projects Committee heard a discussion regarding Funding for the Arts. Attached is the agenda item and minutes from this discussion. Further, at this meeting the Finance and Citywide Projects Committee requested a Special Commission Workshop in order to have an in-depth discussion regarding future funding for the arts and the possible allocation of Quality of Life Funds as a permanent funding source for the Cultural Arts Council (CAC).

The CAC currently receives funding from investment income derived from an endowment established with the $10 million portion of funds received from Miami-Dade County pursuant to the Interlocal Agreement concerning the Convention Development Tax (CDT). This funding source has been committed for Convention Center capital projects and is anticipated to be spent during Fiscal Year (FY) 2005. Additionally, the CAC receives $300,000 as a return of resort tax from the GMCVB along with $152,000 from the City portion of resort tax.

The Administration has recommended the creation of a new funding source for the Arts (to replace the declining interest income on the $10 million of existing CDT funds) consisting of investment income earned on a $13 million portion of the $15 million to be received from additional CDT funds expected in December 2003.

The Administration is also recommending that a portion of Quality of Life (QOL) funds be made available as a permanent source of funding for the arts. Currently QOL funds are derived from an annual 50% allocation of the additional 1% Resort Tax on room revenue. These funds are currently distributed equitably amongst North Beach, Middle Beach, and South Beach, with each area receiving a third (1/3) of the monies collected. The Administration is recommending that QOL distributions to North, Middle, and South Beach be frozen at FY 2002 levels (which become available for distribution in FY 2003) with each future year's excess going to the Arts. This could continue until the Arts' share was equal to the frozen shares for North, Middle, and South Beach. Thereafter annual funds could be equally divided between North Beach, Middle Beach, South Beach, and the Arts, with each group receiving a quarter (1/4) of the monies collected. Attached is a schedule reflecting an example of how this mechanism might work.

The Administration will be scheduling the requested Commission Workshop shortly in order to have an in-depth discussion regarding future funding for the Arts and the possible allocation of QOL funds as a permanent funding source for the CAC.

If you should have any questions or need any additional information, please feel free to contact me.

Copy: Mayor David Dermer and Members of the City Commission

JMG\PDW\mim

ONE PERCENT RESORT TAX ALLOCATION
FOR THE FISCAL YEARS ENDING SEPTEMBER 30

	ACTUAL	PROPOSED				
	2002	2003	2004	2005	2006	2007
1% Resort Tax	3,553,437	4,023,000	4,304,600	4,605,900	4,928,300	5,273,000
50% Allocation	1,776,719	2,011,500	2,152,300	2,302,950	2,464,150	2,636,650
North Beach	592,240	592,240	592,240	592,240	616,038	659,163
Middle Beach	592,240	592,240	592,240	592,240	616,038	659,163
South Beach	592,240	592,240	592,240	592,240	616,038	659,163
Tourism & Cultural Development		234,782	375,582	526,232	616,038	659,163

C: Tris.
CMC
LH

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: SIMON CRUZ
COMMISSIONER

DATE: OCTOBER 2, 2003

RE: REFERAL TO THE FINANCE CITYWIDE PROJECTS COMMITTEE

Please refer to the Finance Citywide Projects Committee the establishment of a dedicated source of funding for our Cultural Arts Counsel. At present we are using the interest from our $10,000,000 Convention Development dollars to fund the arts. Unfortunately, the dollars from the Convention Development fund are decreasing as we use them to do much needed improvements to the Convention Center.

Since Cultural Tourism is a cornerstone of our City's economy and culture in general is part of our identity, it is imperative that we establish a dedicated fund to replace the current funding source.

SC/ml

c: PDW
CMC
LC

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: MATTI H. BOWER
COMMISSIONER

DATE: JUNE 23, 2003

RE: ARTS COUNCIL FUNDING

I would like to place on the July 2nd Commission Consent Agenda an item for referral to the Finance and Citywide Projects Committee regarding the discussion of the funds for the Arts Council.

I thank you in advance for your cooperation in this matter. If you have any questions, please do not hesitate to contact my Aide, Lorna Mejia at extension 6627.

Thank you.

MHB/ldm

RECEIVED
03 JUN 24 AM 9:37
CITY MANAGER'S OFFICE

Agenda Item C4D
Date 7-2-03

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: July 30, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **REPORT OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE MEETING OF JULY 16, 2003.**

A meeting of the Finance and Citywide Projects Committee was held July 16, 2003, at 2:15 p.m. in the City Manager's Large Conference Room.

Finance and Citywide Projects Committee Chairperson Commissioner Jose Smith, Vice-Mayor Matti Herrera Bower, Commissioner Saul Gross, and Commissioner Richard Steinberg were in attendance.

City staff was represented by: Jorge M. Gonzalez, City Manager; Patricia D. Walker, Chief Financial Officer; Christina M. Cuervo, Assistant City Manager; Robert C. Middaugh, Assistant City Manager; Saul Frances, Parking Director; Georgie Echert, Assistant Finance Director; Manuel Marquez, Finance Manager; Raul Aguila, First Assistant City Attorney; Fred Beckmann, Public Works Director; Kent Bonde, Redevelopment Coordinator; Jorge Gomez, Planning Director; Hamid Dolikhani, Assistant Building Director; Donna Shaw, Cultural Affairs and Tourism Development Director; Max Sklar, Assistant Director Cultural Affairs and Tourism Development; Floyd Jordan, Fire Chief; Sonia Machen, Fire Marshall; Edward DelFavero, Assistant Fire Chief; Leonard Alamo, Police Captain; Bruce Henderson, Environmental Specialist; Brad Judd, Property Management Division Director; Jose Damien, Asset Manager; Robert Reboso, Redevelopment Specialist; Kevin Smith, Parks and Recreation Director; and, Julio Magrisso, Assistant Parks Director.

Others in attendance included:

Tom Tight and David Witthohn, representing MBIA Municipal Investors Service Corp.; Dick Montalbano, William R. Hough & Co.; Bernard Zyscovich, Zyscovich Inc.; David Phillips, Howard Herring (via telephone intercom), Paul Woehrle, and Samuel Burstyn, representing the New World Symphony; David Kelsey, South Beach Hotel and Restaurant Association; Barry Klein and Jeannie Tidy, representing North Beach Development Corp.; Mike Rotbart, Rotbart & Associates, Inc.; Ian Hendry, Finnegan's Way and Finnegan's 2; Mike D'Alessandro, Associated Parking; Michael H. Brennan, Frank DelVecchio and Gloria Rosenthal, Miami Beach Citizens; and A.C. Weinstein, Sunpost.

OLD BUSINESS:

1. Parks & Recreation User Fees

Agenda Item C6C
Date 7-30-03

Discussion ensued and various Ocean Drive business representatives spoke against the proposed fee structure.

The Committee directed the Administration to bring back the item to a meeting of the Finance and Citywide Projects Committee next fiscal year during budget preparation time.

The Committee further stated for the record that the current absence of space rental Fees for valet parking on Ocean Drive/ 5th to 16th Street is not meant to be interpreted as going on for perpetuity; a fee structure may be instituted at a future date.

4. New World Symphony

ACTION

The Committee approved the New World Symphony Term Sheet, subject to the Commission having the final say on the funding commitments for the parking garage facility.

The Committee further instructed the Administration to add a hard cost minimum dollar amount to the Term Sheet for the construction of the Soundspace Project.

Assistant City Manager Christina Cuervo introduced and summarized the item. Ms. Cuervo highlighted points of interest negotiated in the New World Symphony Term Sheet. Ms. Cuervo distributed a draft copy of the 17th Street Site Proposal and a draft Parking Capacity Review (attached as Appendix B).

Mr. Bernard Zyscovich, who along with Frank Gehry will be designing the proposed site, discussed alternate concept plans which will give the City a number of options related to the actual physical site of the Soundspace building and the parking garage facility.

City Manager Gonzalez stated that construction timelines for the project will be coordinated as to be least disruptive to the Miami Beach tourism season.

Mr. Gonzalez further stated that the construction of the Soundspace building would fall under the Art in Public Places (AiPP) Ordinance and therefore be subject to a contribution to the AiPP Fund from the New World Symphony.

Discussion ensued between Committee members in regards to who should be responsible for funding parking commitments related to construction, the City or the New World Symphony.

The Committee approved the New World Symphony term sheet, subject to the Commission having the final say on the funding commitments for the parking garage facility. The Committee further instructed the Administration to add a hard cost minimum dollar amount for the construction of the Soundspace Project.

ACTION

The Committee directed the Administration to prepare a Request for Proposals (RFP) as a competitive process for obtaining an ongoing Investment Advisory Service.

Chief Financial Officer Patricia D. Walker introduced and summarized the item. In an effort to maximize returns on investments the Administration has been exploring the benefits of obtaining an Investment Advisory Service.

Ms. Walker introduced Mr.Tom Tight and Mr. David Witthohn from the firm of MBIA Municipal Investors Service Corp (MBIA-MISC).

Mr. Tight and Mr. Witthorn gave a presentation to the Committee and distributed a value analysis (attached as Appendix C) comparing the City's portfolio returns with two composite portfolios and two municipal portfolios. The four portfolios where similar in size, asset allocation, and were governed by similar investment policies. MBIA-MISC provided the City with a comprehensive analysis for the four portfolios for a period of fifteen months. The four portfolios would have added additional returns to the City.

City Manager Jorge M. Gonzalez and Ms. Walker stated that the Administration is continuously exploring ways in which to maximize revenues. With the upcoming influx of approximately $62,465,000 from General Obligation Bond proceeds and $15,000,000 from Convention Development Tax funds, the City hopes to maximize earnings with this pilot program.

The Committee commended the Administration for establishing this pilot program and further directed the Administration to prepare a Request for Proposals (RFP) as a competitive process for obtaining an ongoing investment advisory service.

2. Discussion Regarding Funding for the Arts.

ACTION

The Committee requested a Special Commission Workshop in September 2003 in order to have an in-depth discussion regarding funding for the arts and the allocation of Quality of Life Funds.

Vice-Mayor Matti Herrera Bower introduced and summarized the item. The Cultural Arts Council currently receives funding from investment income earned from an endowment established with $10 million in Convention Development Tax (CDT) funds.

City Manager Jorge M. Gonzalez added that the $10 million has already been committed for projects and that the City anticipates spending the entire amount by late next year or early the subsequent year. The Administration is requesting to add another endowment for the Arts consisting of investment income earned from a $13 million portion of the $15 million to be received from additional CDT funds expected in December 2003.

The Administration is also recommending that a portion of Quality of Life funds (QOL) be made available as a permanent source of revenue for the arts. Currently QOL funds are derived from the 50% allocation, made annually, from the additional 1% Resort Tax on room

Vice-Mayor Bower also requested that the Administration add a line item in the annual operating budget for the maintenance of canals.

The Committee instructed the Administration to get a cost estimate for the Biscayne Point canal clean up. The Committee also directed the Administration to look at how other municipalities are funding similar canal clean up issues. The Committee further directed the Administration to explore Quality of Life funds as a possible option for funding the clean up.

4. Discussion Regarding Penrod Brothers, Inc. Request for a Referendum Regarding Their Lease Agreement for the City Owned Property Located at One Ocean Drive.

ACTION

No Action Necessary, Status Report given.

City Manager Jorge M. Gonzalez gave a status update report and led a discussion on the Penrod Brothers, Inc. request for a referendum regarding their lease agreement for the City owned property located at One Ocean Drive.

Over the past year and a half, the Administration has been negotiating with Penrod on several issues including;

- use of the area between the footprint of the restaurant and the dune (expanded area)
- the percentage of revenue to be paid to the City, which would be consistent with that charged to other beachfront concession operations,
- that the expanded area be maintained accessible to the public, and
- their request for other uses within the expanded area, including fees associated therewith.

The City Attorney has determined any such private use of waterfront park property, as is being proposed by Penrod in the expanded area, would trigger restrictions in the City Charter governing the sale and/or lease (of more than five years), and therefore require voter approval in a City-wide referendum. Furthermore, under the Miami-Dade County Charter because the area under discussion would constitute the disposal of a mini-park within the County, the Charter requires a County referendum for all residents within one mile of the referenced address.

The City Attorney's Office believes that the two required referendum votes could be combined into one question with two separate tallies, one for the City Charter and one for the County Charter. The City Attorney's Office will be contacting and consulting with Miami-Dade County and the Supervisor of Elections to ensure that one question with two separate tallies can be accomplished.

5. Discussion Regarding Possible Funding Sources for a Contribution of $45,000 to the Upcoming FTAA Ministerial.

C: MHD
LH

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CITY CLERK'S OFFICE

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION

MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: JOSE SMITH
COMMISSIONER

DATE: September 17, 2003

RE: AGENDA ITEM
COMMISSION COMMITTEES

I would like to have a discussion at the October 15, 2003 Commission Meeting on the attached ordinances relating to Commission committees.

Thank you.

JS/els

Agenda Item R9G
Date 10-15-03

CITY OF MIAMI BEACH
CITY ATTORNEY'S OFFICE

TO: **Mayor David Dermer**

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

DATE: **September 10, 2003**

SUBJECT: **City's Committee System**

Pursuant to your request, attached is the documentation creating and modifying the City's Committee System.

As you can see, it is based upon Resolutions (#94-21382; #97-22607 and #98-22693), not ordinance.

If you want to change the system, it can be done by further resolution.

MHD:lm

Encl.

cc: Members of the City Commission

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03 SEP 10 AM 10:53
CITY CLERK'S OFFICE
BY

City of Miami Beach - City Clerk's Office

December 13, 2001 Commission Workshop

City Clerk's note: 12/05/2001: Memorandum from Mayor Dermer to Members of the City Commission, City Manager Jorge M. Gonzalez, City Clerk Robert Parcher, dated 11/29/2001 RE: Commission Committee Appointments

Commission Committee appointments: Cross Reference see Resolution 98-22693, 97-22607, & 94-21382

Community Affairs Committee:
Commissioner Cruz, Chairperson
Commissioner Garcia, Vice-Chair
Commissioner Gross

Finance and Citywide Projects Committee
Commissioner Smith, Chairperson
Commissioner Steinberg, Vice-Chair
Commissioner Bower

Land Use and Development Committee
Commissioner Garcia, Chairperson
Commissioner Gross, Vice-Chair
Commissioner Bower

Neighborhoods Committee
Commissioner Bower, Chairperson
Commissioner Cruz, Vice-Chair
Commissioner Steinberg

Copy of the document is filed in the City Clerk's file ref #299 - December 5, 2001.

Printed by City Clerk's Office
Date printed 9/10/03 TIme printed 7:48:31 AM
Source database C:\Data\folio4.2\Clerk168.nfo

RESOLUTION NO. 98-22693

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING RESOLUTION NO. 97-22607, WHICH RE-ESTABLISHED THREE (3) CITY COMMISSION COMMITTEES TO PROVIDE FOR THE CREATION OF THE "COMMUNITY AFFAIRS COMMITTEE."

WHEREAS, Resolution No. 94-21382 established three (3) City Commission Committees, entitled "Land Use and Development Committee;" "Capital Improvements and Finance Committee;" and "Community Issues Committee," with each Committee to be comprised of Commissioners selected by the Mayor; and

WHEREAS, pursuant to Resolution 97-22607, the name of the "Capital Improvements and Finance Committee" was changed to the "Finance and Citywide Projects Committee" and the name of the "Community Issues Committee" was changed to the "Neighborhood Committee," and the responsibilities, duties and requirements for all Commission Committees were amended; and

WHEREAS, the Mayor and City Commission wish to create an additional Commission Committee to be known as the "Community Affairs Committee" which will have the authority to carry out various purposes relating to issues of concern or interest to the Miami Beach community which are not addressed by the other established Commission Committees.

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

1. Paragraph 1 of Resolution No. 94-21382, as amended by Resolution No. 97-22607, is further amended as follows:

   1. ~~Three (3)~~ Four (4) Committees shall be established to examine in depth facts and issues relating to matters in which the Mayor and City Commission may need to act and to advise the Mayor and City Commission of their findings and their recommendations relating to those matters. The ~~three (3)~~ four (4) Committees shall be as follows and shall generally have the following purposes:

      a. the Land Use and Development Committee shall hear matters related to Planning and Zoning issues and issues related to specific public and/or private development projects;

      b. the Finance and City-Wide Projects Committee shall hear issues related to

municipal finance and City-wide capital improvement projects;

c. the Neighborhood Committee shall address issues related to the quality of life, including improvement programs relating to the various neighborhoods throughout the City;

d. the Community Affairs Committee shall address issues of concern or interest to the Miami Beach community.

Notwithstanding the foregoing, the Mayor and City Commission reserve the right to assign such other matters they may deem appropriate, to be addressed by one or all of the aforestated Committees.

PASSED and ADOPTED this 18th day of March, 1998.

MAYOR

ATTEST:

CITY CLERK

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 3/18/98 Date

CITY OF MIAMI BEACH

TO: SERGIO RODRIGUEZ
CITY MANAGER

FROM: NEISEN KASDIN
MAYOR

DATE: MARCH 5, 1998

RE: ESTABLISHMENT OF COMMUNITY AFFAIRS COMMITTEE

Please place on the March 18, 1998, agenda the establishment of a Community Affairs Commission Committee. This will serve to better balance the responsibilities of the committees to which Commission items are referred.

Agenda Item R5C

Date 3-18-98

RESOLUTION NO. 97-22607

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING RESOLUTION NO. 94-21382, ESTABLISHING THE THREE (3) CITY COMMISSION COMMITTEES; SAID AMENDMENT PROVIDING FOR THE CHANGE OF NAME OF THE "CAPITAL IMPROVEMENTS AND FINANCE COMMITTEE," TO THE "FINANCE AND CITYWIDE PROJECTS COMMITTEE," AND FOR THE "COMMUNITY ISSUES COMMITTEE," TO THE "NEIGHBORHOOD COMMITTEE;" CLARIFYING THE RESPONSIBILITIES AND DUTIES OF THE COMMITTEES; CHANGING THE NUMBER OF REQUIRED COMMITTEE MEMBERS AND PROVIDING FOR ALTERNATE MEMBERS; AND DELETING THE REQUIREMENT FOR EACH COMMITTEE MEMBER TO SERVE AS CHAIRPERSON OR VICE-CHAIRPERSON ON A ROTATING BASIS.

WHEREAS, Resolution No. 94-21382 established the three (3) City Commission Committees, entitled "Land Use and Development Committee;" "Capital Improvements and Finance Committee;" and "Community Issues Committee," with each Committee to be comprised of five (5) Commissioners selected by the Mayor; and

WHEREAS, in order to continue to assure the viability and effectiveness of the aforestated Commission Committees, the Mayor and City Commission wish to herein re-evaluate the role of said Committees, as well as the rules governing the composition and attendance at Committee meetings.

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

1. Paragraph 1 of Resolution No. 94-21382 (Resolution) is deleted in its entirety and replaced with the following language:

   1. Three (3) Committees shall be established to examine in depth facts and issues relating to matters in which the Mayor and City Commission may need to act and to advise the Mayor and City Commission of their findings and their recommendations relating to those matters. The three (3) Committees shall be as follows and shall generally have the following purposes:

      a. the Land Use and Development Committee shall hear matters related to Planning and Zoning issues and issues related to specific public and/or private development projects;

      b. the Finance and City-Wide Projects Committee shall hear issues related to municipal finance and City-wide capital improvement projects;

c. the Neighborhood Committee shall address issues related to the quality of life, including improvement programs relating to the various neighborhoods throughout the City.

Notwithstanding the foregoing, the Mayor and City Commission reserve the right to assign such other matters as they may deem appropriate, to be addressed by one or all of the aforestated Committees.

2. Paragraph 2 of the Resolution is amended to read as follows:

1. Each Committee shall have ~~five (5)~~ three (3) members who shall be comprised of members of the City Commission selected by the Mayor; provided however that the Mayor may serve as one of the three (3) members of any Committee. Notwithstanding the foregoing, any member of the City Commission may be present, participate and vote on any issue before a particular Committee. In the event that one or more of the three (3) members comprising a specific Committee are not present at a Committee meeting, any other member or members of the City Commission present at the meeting may serve as an alternate member or members for purposes of establishing a quorum and with regard to voting on a particular issue.

3. Paragraph 3 of the Resolution shall be amended to delete the requirement that each member of the Committee shall serve as a Chairperson or Vice-Chairperson of a Committee on a rotating basis.

PASSED and ADOPTED this 3rd day of December, 1997.

MAYOR

ATTEST:

CITY CLERK

F:\ATTO\AGUR\RESOS\COMMITEE.CHG

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 11/26/97 Date

RESOLUTION NO. 94-21382

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ESTABLISHING THREE CITY COMMISSION COMMITTEES, ENTITLED "LAND USE AND DEVELOPMENT COMMITTEE", "CAPITAL IMPROVEMENTS AND FINANCE COMMITTEE", AND "COMMUNITY ISSUES COMMITTEE", EACH COMMITTEE TO BE COMPRISED OF FIVE COMMISSIONERS SELECTED BY THE MAYOR; PROVIDING THAT COMMITTEE MEMBERS SHALL SERVE AS COMMITTEE CHAIRPERSON AND VICE CHAIRPERSON ON A ROTATING BASIS FOR A TERM OF ONE YEAR AND SHALL BE SELECTED BY THE MAYOR AND PROVIDING FOR COMMITTEE MEETINGS TO BE HELD AS NEEDED ON THE WEDNESDAYS WHEN THERE IS NO OTHER SCHEDULED MEETING OF THE FULL CITY COMMISSION.

WHEREAS, the Mayor and City Commission believe that City Commission Committees are needed to examine in depth facts and issues relating to matters on which the Mayor and City Commission may need to act and to advise the Mayor and City Commission of their findings and recommendations; and

WHEREAS, the Mayor and City Commission believe that there is a need for three City Commission Committees to examine issues relating to the following areas of City business: 1) land use and development, 2) capital improvements and finance, and 3) community issues; and

WHEREAS, in order to better enable the Mayor and City Commissioners to plan their schedules to ensure their attendance at

Committee meetings it is necessary to establish a regular meeting date for those meetings.

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

1. Three committees shall be established to examine in depth facts and issues relating to matters on which the Mayor and City Commission may need to act and to advise the Mayor and City Commission of their findings and recommendations relating to those matters. The three committees shall be as follows: 1) the Land Use and Development Committee, 2) the Capital Improvements and Finance Committee, and 3) the Community Issues Committee.

2. Each committee shall have five (5) members who shall be comprised of members of the City Commission selected by the Mayor; provided however that the Mayor may serve as one of the five members of any committee.

3. The Mayor shall appoint a chairperson and vice chairperson for each committee. Each member of a committee shall serve as chairperson or vice chairperson of a committee on a rotating basis. The term of service for each chairperson or vice chairperson shall be one year.

4. Meetings shall be held when called by the chairperson, or in his/her absence by the vice chairperson, and shall be held,

whenever possible at 4:00 p.m. on a Wednesday on which there is no other scheduled meeting of the Mayor and the entire City Commission.

PASSED and ADOPTED this 2nd day of November, 1994.

ATTEST:

MAYOR

CITY CLERK

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FORM APPROVED
LEGAL DEPT.
By JCD
Date SWS 11-22-94

CITY OF MIAMI BEACH

TO: Jose Garcia-Pedrosa
City Manager

FROM: Neisen Kasdin
Mayor

DATE: November 26, 1997

RE: **Agenda Items for the Commission Meeting of Wednesday, December 3, 1997**

97 NOV 26 PM 12:34

****

On the agenda for the Commission meeting of Wednesday, December 3, 1997, please place the following two items (to be heard in conjunction):

1) Discussion regarding a proposed resolution related to the three (3) City Commission Committees (copy attached).

2) Appointments to the City Commission Committees.

Thank you in advance for your attention to this matter.

NK/amh

Enclosure

Agenda Item R7F
Date 12-3-97

RESOLUTION NO. 94-21382

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ESTABLISHING THREE CITY COMMISSION COMMITTEES, ENTITLED "LAND USE AND DEVELOPMENT COMMITTEE", "CAPITAL IMPROVEMENTS AND FINANCE COMMITTEE", AND "COMMUNITY ISSUES COMMITTEE", EACH COMMITTEE TO BE COMPRISED OF FIVE COMMISSIONERS SELECTED BY THE MAYOR; PROVIDING THAT COMMITTEE MEMBERS SHALL SERVE AS COMMITTEE CHAIRPERSON AND VICE CHAIRPERSON ON A ROTATING BASIS FOR A TERM OF ONE YEAR AND SHALL BE SELECTED BY THE MAYOR AND PROVIDING FOR COMMITTEE MEETINGS TO BE HELD AS NEEDED ON THE WEDNESDAYS WHEN THERE IS NO OTHER SCHEDULED MEETING OF THE FULL CITY COMMISSION.

WHEREAS, the Mayor and City Commission believe that City Commission Committees are needed to examine in depth facts and issues relating to matters on which the Mayor and City Commission may need to act and to advise the Mayor and City Commission of their findings and recommendations; and

WHEREAS, the Mayor and City Commission believe that there is a need for three City Commission Committees to examine issues relating to the following areas of City business: 1) land use and development, 2) capital improvements and finance, and 3) community issues; and

WHEREAS, in order to better enable the Mayor and City Commissioners to plan their schedules to ensure their attendance at

Committee meetings it is necessary to establish a regular meeting date for those meetings.

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

1. Three committees shall be established to examine in depth facts and issues relating to matters on which the Mayor and City Commission may need to act and to advise the Mayor and City Commission of their findings and recommendations relating to those matters. The three committees shall be as follows: 1) the Land Use and Development Committee, 2) the Capital Improvements and Finance Committee, and 3) the Community Issues Committee.

2. Each committee shall have five (5) members who shall be comprised of members of the City Commission selected by the Mayor; provided however that the Mayor may serve as one of the five members of any committee.

3. The Mayor shall appoint a chairperson and vice chairperson for each committee. Each member of a committee shall serve as chairperson or vice chairperson of a committee on a rotating basis. The term of service for each chairperson or vice chairperson shall be one year.

4. Meetings shall be held when called by the chairperson, or in his/her absence by the vice chairperson, and shall be held,

whenever possible at 4:00 p.m. on a Wednesday on which there is no other scheduled meeting of the Mayor and the entire City Commission.

PASSED and **ADOPTED** this 2nd day of November, 1994.

ATTEST:

MAYOR

CITY CLERK

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FORM APPROVED
LEGAL DEPT.
By JCD
Date SWS 11-22-94

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH FLORIDA 33139

COMMISSION MEMORANDUM NO. 854-94

TO: Mayor Seymour Gelber and Members of the City Commission

DATE: November 2, 1994

FROM: Roger M. Carlton, City Manager

SUBJECT: REPORT OF THE MINUTES TO RULES AND SPECIAL EVENTS COMMITTEE MEETING OF TUESDAY, OCTOBER 25, 1994

The following is a report of the minutes to the Rules and Special Events Committee Meeting held on Tuesday, October 25, 1994, in the Mayor's Conference Room.

Present at the meeting were Chairman Susan Gottlieb; Commissioners Nancy Liebman and Martin Shapiro; City Manager, Roger M. Carlton; Assistant City Manager, Joe Piñon; Executive Assistant to the City Manager/Budget Director, Peter Liu; Assistant City Attorney, Raul Aguila; and Members of the Budget Advisory Committee, Perry Fabian, Tony Rodriguez, Bunny Patchen, Stephen Bacon and Bernard Wall.

Item #1) Discussion regarding a proposal from Jerry Powers, Publisher, Ocean Drive Magazine, concerning a "Stars Walkway" on Ocean Drive. -- This item was deferred at the request of Mr. Powers.

Item #2) Discussion with Budget Advisory Committee (BAC) regarding the revisions to the City's Annual Budget Development Process. -- Mr. Fabian discussed the need to involve the Budget Advisory Committee in the City's Budget Process prior to the final proposal submitted to the City Commission by the Administration. Commissioner Shapiro reaffirmed the Administration's role in the budget process, but supported the BAC's involvement prior to finalization by the Administration. Commissioner Liebman agreed. Commissioner Gottlieb proposed encouraging BAC Members to work with City Commission Committees in developing a preliminary request in January as the new budget is initiated and to participate in a budget workshop in March 1995. Peter Liu recommended involving the BAC as soon as revenues and expenditures have been documented in sufficient numbers to ascertain specific needs. This would be in March.

34

continued...

AGENDA ITEM R-6-A

DATE 11-2-94

Mr. Carlton stated that the Administration had made substantial improvements in the past two (2) years to respond to BAC requests and seek input that could benefit the Budget Process. Members of the BAC agreed and offered to expand their role as described above.

Commissioner Gottlieb recommended the Administration submit a preliminary budget to the BAC. Mr. Hall and Mr. Fabian expressed their desire to have closer discussions with all Department Directors prior to submitting their recommendation. Mr. Carlton supported and encouraged BAC members, attending the preliminary reviews, to contact Department Directors. Mr. Carlton requested a more definitive schedule to put discipline into the process. He further recommended a Budget Workshop to be held late in February or early March for BAC Members, Community groups and Commissioners to develop priorities. Commissioners Gottlieb, Shapiro and Liebman concurred. Mr. Liu will advise when a formal calendar, with tentative schedules, time table, etc., is completed.

Item #3) Discussion regarding the concept of merging the Commission Committees and rotating chairpersons. -- Commissioner Gottlieb recommended reducing the number of City Commission Committees from six (6) to three (3), including Land Use and Development, Capital Improvements/Finance and Community Issues ("Quality of Life"). Meetings should be scheduled the Wednesday following a regularly scheduled Commission Meeting at 4:00 p.m. on an as-need-basis. It was recommended that five Commissioners should be appointed to each of the three committees. Commissioners Gottlieb, Liebman and Shapiro proposed rotation of Chairpersons, appointed by the Mayor for one (1) year, would allow all Commissioners the opportunity to serve on all committees.

Item #4) Commissioner Shapiro recommended removing the requirement that a candidate must be a registered voter in the City of Miami Beach to be appointed to the Fine Arts Board and to change the Resolution to residency or principal place of business in City of Miami Beach as requirements.

There being no further business, the meeting adjourned at 6:05 p.m.

RMC:JP:blbm

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CITY MANAGER'S OFFICE

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: JOSE SMITH
COMMISSIONER JS

DATE: September 18, 2003

RE: AGENDA ITEM
NORMANDY SHORES PARK AND YOUTH CENTER

I would like to have a discussion at the October 15, 2003 Commission Meeting about the Normandy Shores Park and Youth Center. I would like the administration to provide a status report on the entire project.

Thank you.

JS/els

Agenda Item R9H
Date 10-15-03

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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: October 15, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **STATUS REPORT ON WAYFINDING SIGNAGE PROJECT**

This memorandum provides an update on the Citywide Wayfinding Signage Project and requests guidance on how the Mayor and Commission would like to be included in the process for selecting the preferred design concept for the signage system.

On April 30, 2003 the Mayor and City Commission adopted Resolution No. 2003-25182 authorizing execution of a professional services agreement with the firm of Hiller, pursuant to RFP No. 48-01/02, for planning, design and construction administration services for this project. The Notice to Proceed was issued on June 25, 2003.

The Administration has established two committees to work with the consultant throughout this project. The **Steering Committee** is made up of senior staff members in the departments of Planning, Public Works, CIP, Parking, Convention Center, Economic Development, Tourism and Cultural Development, Finance, and the VCA. The **Stakeholder Group** is made up of representatives from individual destinations and/or districts that will be identified in the signage system. Examples of these stakeholders include the museums and cultural facilities, business districts, public facilities, and visitor information centers.

The planning phase of this project consists of two major efforts. One is the "wayfinding" analysis, which is a technical analysis of the hierarchy of districts and destinations and the optimum routes that visitors should be directed to follow. The consultant held numerous meetings with the Steering Committee, the Stakeholders, the Police Department, and representatives from the Florida Department of Transportation (FDOT) and the Miami-Dade County Public Works Department to collect information for this analysis. The results of this effort have been documented in a draft report. The consultant is now proceeding with the next step in the wayfinding analysis which is to program locations and the messages that will be needed for each type of sign.

The second major effort in the planning phase is the conceptual design of the signs. This began with a series of meetings with the regulatory agencies to establish a common understanding of the rules that must be followed versus the areas where flexibility and creative design will be permitted. This process was extremely beneficial, and we have found the County and the State to be very cooperative and supportive of our project. On July 24, 2003, the consultant conducted an "Identity Forum" to elicit reactions to images, colors, typography, pattern, materials, architecture, themes, words and historical references

Agenda Item R9I
Date 10-15-03

that reflect (or don't reflect) the overall identity of Miami Beach. A total of thirty-two persons participated in the Forum from an invitation list that included the Mayor and Commission, the Design Review Board, the Historic Preservation Board, the Planning Board, the Stakeholder Group and the Steering Committee. The consultant used the input from the Identity Forum to provide design direction and inspiration.

On October 1, 2003, the consultant presented three alternative design concepts to the Steering Committee and the regulatory agencies. The regulatory agencies stated that all three concepts are generally acceptable, with minor refinements that could be made during design development. The Steering Committee feels that the overall quality of the consultant's design work is outstanding. They recommended that all three alternative design concepts should be carried forward to allow the community, the design review boards and the City Commission to make the choice of which of the alternatives is best suited for Miami Beach.

Some of the key policy issues that will be involved in making a decision among the alternative design concepts are:

a. the image/branding of Miami Beach (this will be coordinated with other marketing efforts),
b. the degree to which the individual identities of South Beach, Mid Beach and North Beach will be emphasized in the signage system, and
c. the effects of "b" on the complexity and variety of elements in the signage system and the resulting long-term maintenance implications.

In light of these policy issues, the Administration would like direction on how and when the Mayor and Commission would like to be included in the process for selecting the preferred design concept for the signage system. The public process should include review by the Stakeholder Group, a general community meeting and a joint meeting of the Design Review Board and the Historic Preservation Board. (It should be noted that this Phase of the project involves only the selection of an overall design concept for the signage system, and the DRB/HPB review will be informational and advisory only.) If the Commission wishes to review the alternative design concepts <u>before</u> the public input process, some options are to refer the item to a Committee, to schedule one-on-one presentations by the consultant, or to schedule a Commission Workshop.

A limited selection of the schematic graphics is attached to this memorandum. However, the consultant has strongly recommended that no decisions be made without the benefit of a full presentation of the process and concepts behind the design options.

JMG\~~GMC~~ JMC\JG\JAM

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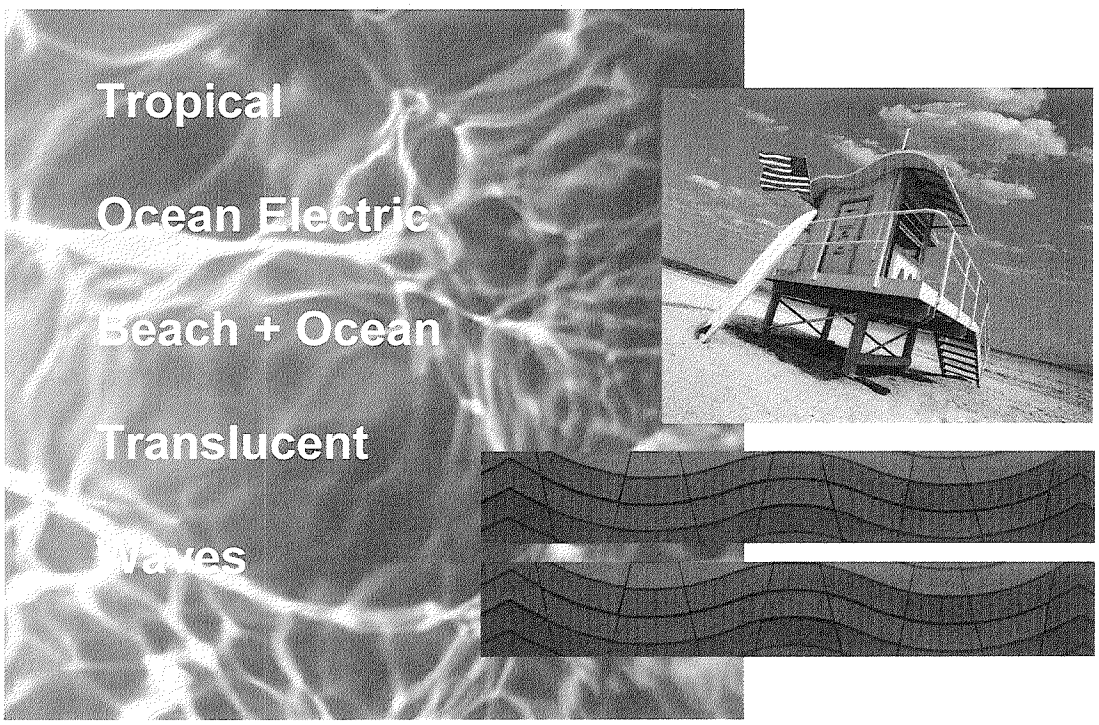
OPTION A


Tropical
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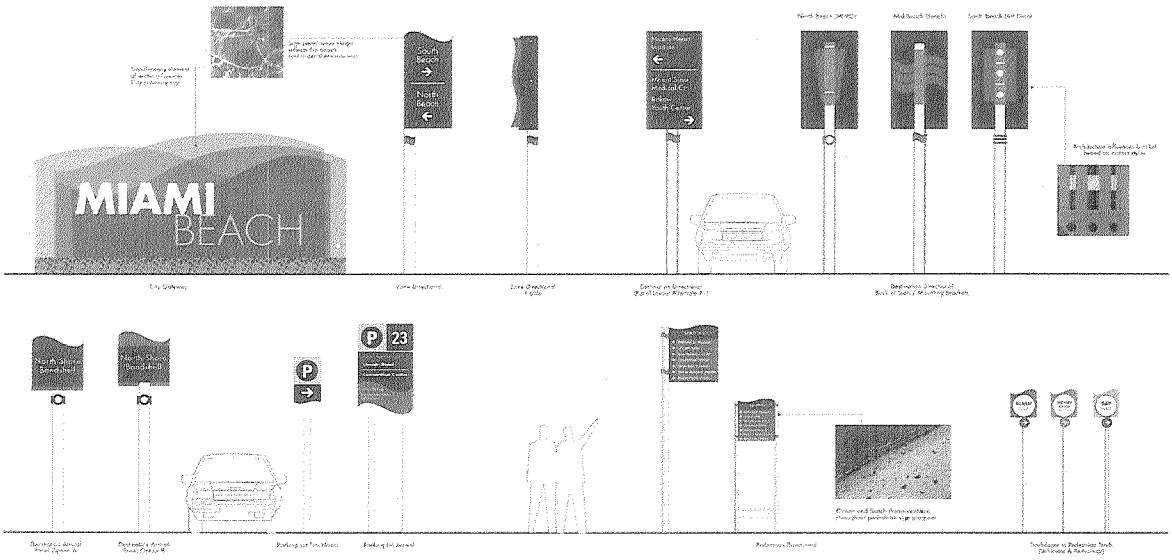
Beach + Ocean
Translucent
Waves


MIAMI
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South Beach
North Beach
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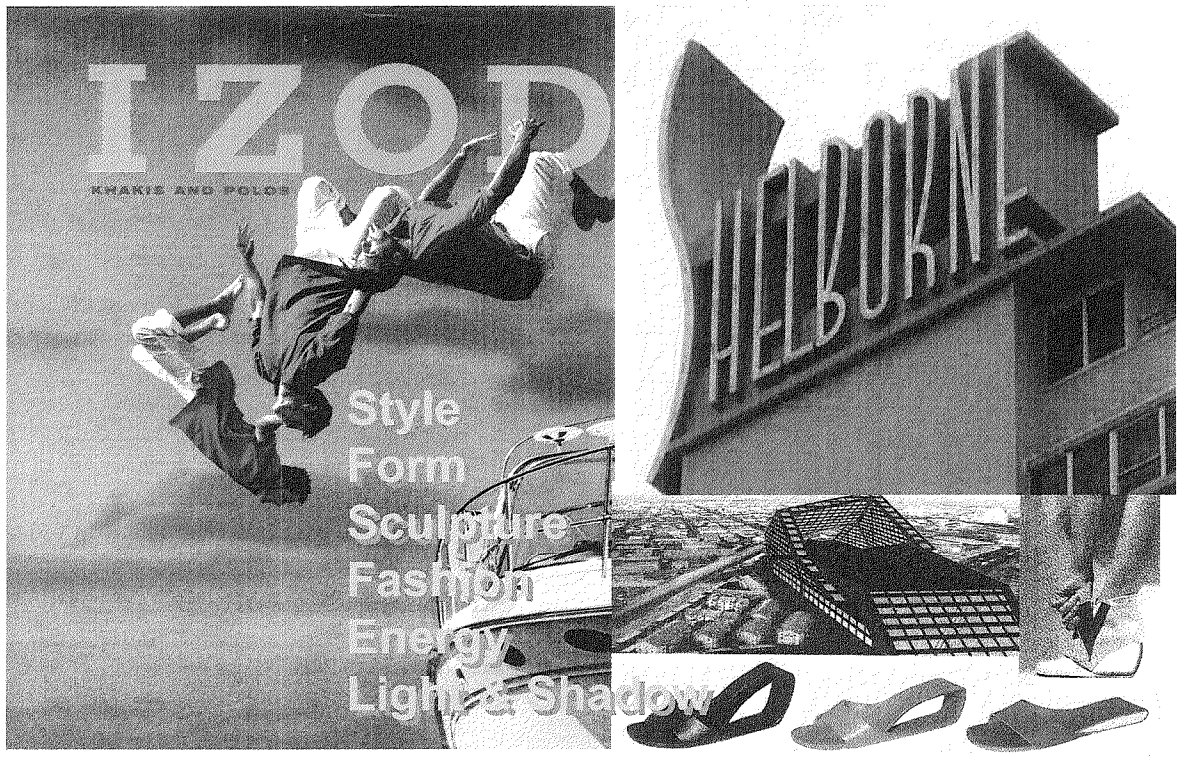
OPTION B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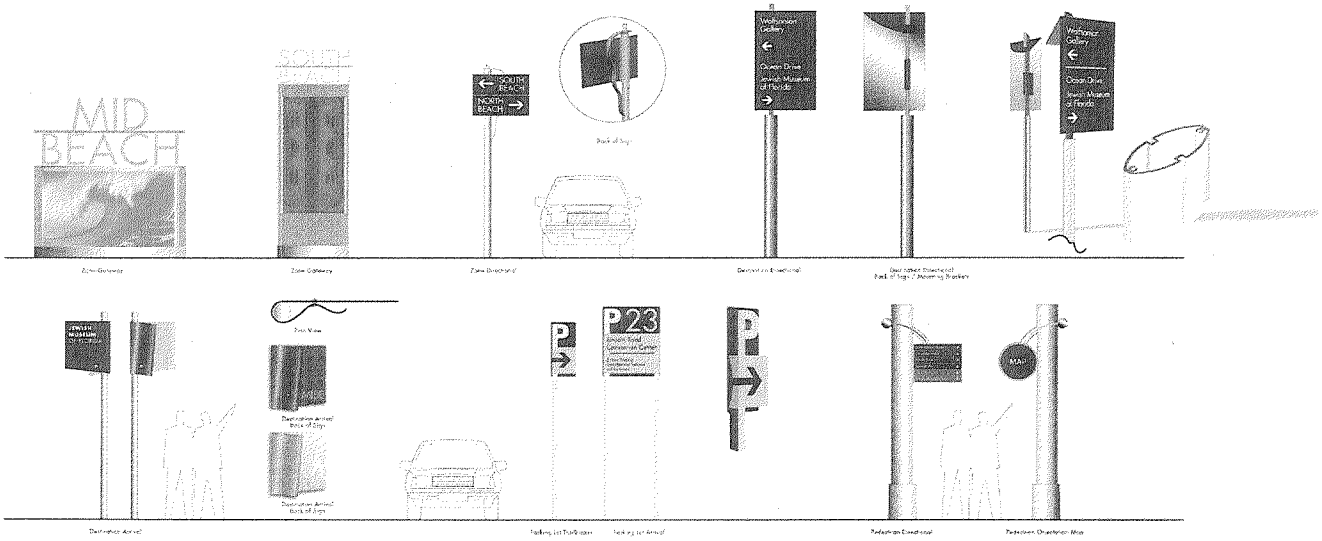
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OPTION C

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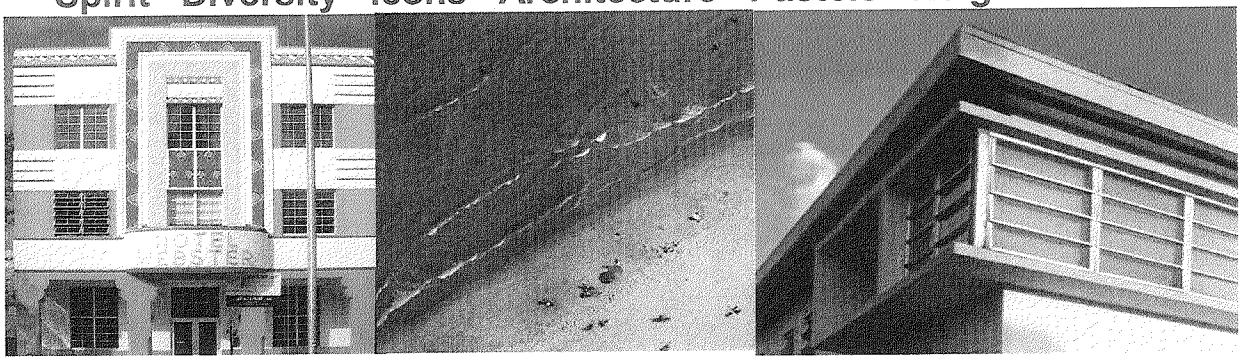

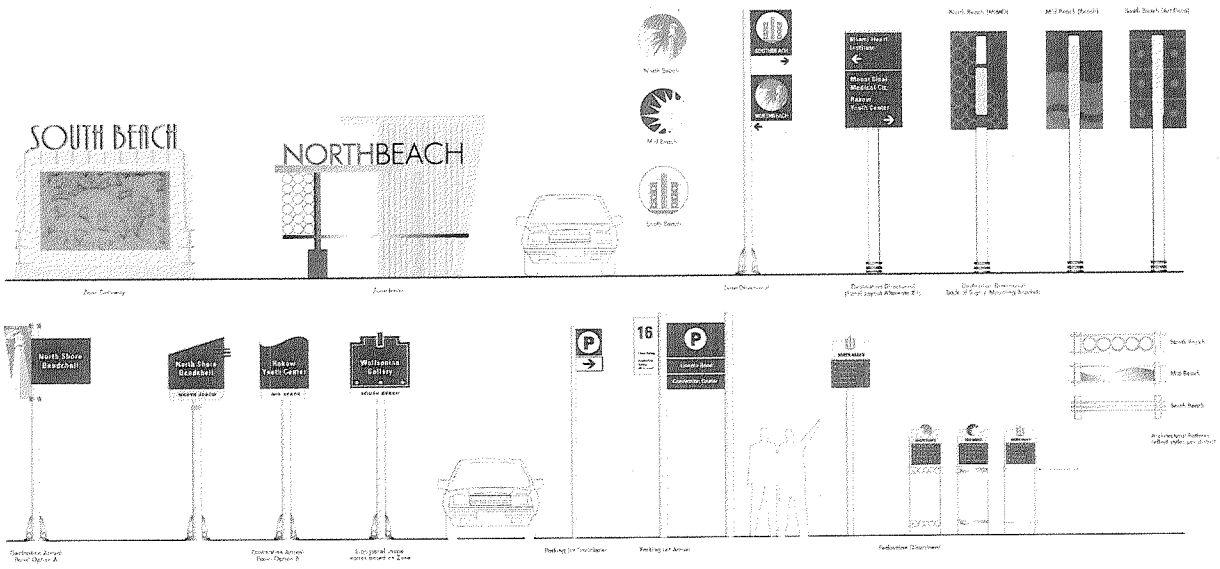

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R10
CITY ATTORNEY
REPORTS

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 Sessions**

DATE: October 9, 2003

Pursuant to Section 286.011, Florida Statutes, a Closed Executive Session will be held during lunch recess of the City Commission meeting on October 15, 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, First Assistant City Attorney Debora Turner, First Assistant City Attorney Gary Held, Special Counsels Richard Ovelmen and Dan Paul.

Agenda Item R10
Date 10-15-03

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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: October 15, 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 August 2003. In August 2003, gross revenues at attended facilities (garage and lots) increased by 19.48% 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 decreased .74% or $4,593.24. Five garages have experienced increases in gross revenues year-to-date, including a substantial increase (64.18%) at the 42nd Street Garage. In the lone garage (13th Street Garage), there was a nominal decrease of 3.74%. The substantial increase at the 42nd Street Garage is due to increased monthly utilization (see 42nd Street Garage).

During the month of August 2003, the Parking Department's attended locations earned a net profit of $477,224.73. This is an increase in net profit of $62,584.11 or 15.09% 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: August 2003

During the month of August 2003, the 17th Street Garage had net revenues of $165,976.89. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $53,160.00, transient parking revenues of $106,516.89, and valet rental fees of $6,300.00. Net revenues decreased from $166,441.80 in 2002, to $165,976.89 in 2003; a .28% decrease in net revenues.

After subtracting operating expenses of $70,314.97 the facility had a net profit for the month in the amount of $95,661.92. This represents a decrease in net profit for the facility in the amount of $7,188.36 or 6.99% when compared to the same period in the previous year. This decrease is primarily attributable to an increase in attendant/cashier labor expense of $2,455.18, an increase in garage cleaning and maintenance expense of $2,039.08, and an increase in security personnel labor expense of $1,023.85. The 17th Street Garage served a total of 37,421 parkers in the month of August.

Agenda Item A
Date 10-15-03

B) 7th Street Municipal Parking Garage: August 2003

During the month of August 2003, the 7th Street Municipal Parking Garage had net revenues of $192,071.59. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $13,200.00 and transient parking revenues of $178,871.59. When compared to the same month in the prior year (August 2002), net revenues increased from $189,495.79 in 2002, to $192,071.59 in 2003; a 1.36% increase in net revenues. After subtracting operating expenses of $62,795.60 and debt service of $59,500.00 the facility had a net profit for the month in the amount of $69,775.99. This is a decrease in net profit of $6,586.19 or 8.62% as compared to the same period in the previous year, 2002. This decrease is primarily attributable to an increase in landscape maintenance expense of $6,379.67 for trimming plant material that had grown close to electrical lines.

The 7th Street Garage served a total of 39,796 parkers in the month of August, 2003.

C) 5-A Municipal Surface Parking Lots (Washington Avenue to Pennsylvania and 17th Street): August 2003

During the month of August 2003, the 5-A Surface Lots had net revenues of $126,993.27. Net revenues are comprised of facility-specific access-card revenues of $16,560.00 and transient parking revenues of $110,433.27. When compared to the same period in the prior year (August 2002), net revenues decreased from $132,772.11 in 2002, to $126,993.27 in 2003; representing a 4.35% decrease in net revenues. After subtracting operating expenses of $21,689.94, the facility had a net profit for the month in the amount of $105,303.33. This is a decrease in net profit of $3,977.54 or 3.64% from August 2002. This decrease is primarily attributable to a decrease in transient parking revenues of $4,578.84. The 5-A Municipal Surface Parking Lot served a total of 33,514 parkers in the month of August, 2003.

D) 12th Street Municipal Parking Garage: August 2003

During the month of August 2003, the 12th Street Garage had net revenues of $36,646.72. Net revenues are comprised of facility-specific monthly parking revenues of $5,400.00 and transient parking revenues of $31,246.72. When compared to the same month in the prior year (August 2002), net revenues increased from $34,695.22 in 2002, to $36,646.72 in 2003; a 5.62% increase in net revenues. After subtracting operating expenses of $19,288.61 the facility had a net profit for the month in the amount of $17,358.11. This is an increase in net profit of $1,337.94 or 8.35%. This increase is primarily attributable to an increase in transient parking revenues of $1,711.50. The 12th Street Garage served a total of 5,181 parkers in the month of August 2003.

E) 13th Street Municipal Parking Garage: August 2003

During the month of August 2003, the 13th Street Garage had net revenues of $60,019.62. Net revenues are comprised of facility-specific monthly parking permit revenues of $7,800.00 and transient parking revenues of $52,219.62. Compared to the same month in the prior year (2002), net revenues decreased from $61,595.90 in 2002, to $60,019.62 in

2003; representing a 2.56% decrease in net revenues. After subtracting operating expenses of $32,523.74, the facility had a net profit for the month in the amount of $27,495.88. This is a decrease in net profit of $2,777.81 or 9.18% from August 2002. This decrease is primarily attributable to a decrease in transient parking revenues of $1,396.28 The 13th Street Garage served a total of 10,518 parkers in the month of August 2003.

F) 16th Street-Anchor Parking Garage : August 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 August, 2003, the 16th Street Garage had net revenues of $126,095.56. Net revenues are comprised of facility-specific monthly parking revenues of $26,250.00, transient parking revenues of $78,940.89, and valet rental fees of $20,904.67. After subtracting operating expenses of $42,488.09 the facility had a net profit for the month in the amount of $83,607.47. The 16th Street Garage served a total of 21,081 parkers in the month of August, 2003.

G) 42nd Street Municipal Parking Garage: August 2003

During the month of August, 2003, the 42nd Street Garage had net revenues of $37,328.05. Net revenues are comprised of facility-specific monthly parking revenues of $34,500.00 and transient parking revenues of $2,828.05. Compared to the same month in the prior year, 2002, net revenues decreased from $38,628.56 in 2002, to $37,328.05 in 2003; representing a 3.37% decrease in net revenues. This decrease can be attributed to a decrease in monthly parking revenues of $1,860.00. After subtracting operating expenses of $18,806.02 the facility had a net profit for the month in the amount of $18,522.03. The 42nd Street Garage served a total of 14,328 parkers in the month of August, 2003.

H) Electronic Parking Meter Revenue Comparison: August 2003

This statement compares parking meter revenue collected in August 2003, with revenue collected in August 2002. When comparing revenues for August 2003 in the amount of $804,395.77 to revenues for August 2002 in the amount of $783,902.97, the report reflects an increase of $20,492.80 or 2.61% 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 August 2003 decal and permit revenue decreased by $2,021.10 and meter rental revenue (valet, construction, and special events) increased $14,193.26. The combined total revenue produced at meters for the month of August 2003 was $816,567.93. This reflects an increase from the previous year in the amount of $32,664.96 or 4.17%.

I) Parking and Transportation Smart Card Sales: August 2003

In the month of August 2003, the Parking Department sold 2,979 Parking Meter Cards to merchants, vendors, hoteliers, and the public, for revenues in the amount of $72,020.00.

J) Hotel Hangtag Sales: August 2003

In the month of August 2003, the Parking Department sold 3,040 hotel hangtags to hoteliers in the amount of $18,240.00.

K) Multi-Space Parking Meter Pilot Program: August 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)

August 2002	August 2003	Increase (Decrease)	Year to Date 2001/2002	Year to Date 2002/2003	Increase (Decrease)
$7.71	$11.90	54.35%	$8.66	$11.15	28.75%

777 17th Street
(27 spaces)

August 2002	August 2003	Increase (Decrease)	Year to Date 2001/2002	Year to Date 2002/2003	Increase (Decrease)
$2.42	$3.10	28.10%	$2.42	$3.04	25.62%

Method of Payment Distribution Year to Date for All Collections

Currency	69.30%
Coin	21.87%
Credit Card	8.83%
Total	100.00%

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY

LOCATION	Revenue 2002 August	Revenue 2003 August	Revenue Increase/ (Decrease)	Revenue Percent of Increase/ (Decrease)	Expenses 2002 August	Expenses 2003 August	Expenses Increase/ (Decrease)	Expenses Percent of Increase/ (Decrease)	Profit/(Loss) 2002 August	Profit/(Loss) 2003 August	Profit/(Loss) Increase/ (Decrease)	Profit/(Loss) Percent of Increase/ (Decrease)
17 St. Garage	166,441.80	165,976.89	(464.91)	-0.28%	63,591.52	70,314.97	6,723.45	10.57%	102,850.28	95,661.92	(7,188.36)	-6.99%
7th St. Garage	189,495.79	192,071.59	2,575.80	1.36%	53,633.61	62,795.60	9,161.99	17.08%	135,862.18	129,275.99	(6,586.19)	-4.85%
17th St. Lots	132,772.11	126,993.27	(5,778.84)	-4.35%	23,491.24	21,689.94	(1,801.30)	-7.67%	109,280.87	105,303.33	(3,977.54)	-3.64%
12th St. Garage	34,695.22	36,646.72	1,951.50	5.62%	18,675.05	19,288.61	613.56	3.29%	16,020.17	17,358.11	1,337.94	8.35%
13th St. Garage	61,595.90	60,019.62	(1,576.28)	-2.56%	31,322.21	32,523.74	1,201.53	3.84%	30,273.69	27,495.88	(2,777.81)	-9.18%
42nd St. Garage	38,628.56	37,328.05	(1,300.51)	-3.37%	18,275.13	18,806.02	530.89	2.90%	20,353.43	18,522.03	(1,831.40)	-9.00%
16th St. - Anchor	0.00	126,095.56	126,095.56	#DIV/0!	0.00	42,488.09	42,488.09	#DIV/0!	0.00	83,607.47	83,607.47	#DIV/0!
Totals	623,629.38	745,131.70	121,502.32	19.48%	208,988.76	267,906.97	58,918.21	28.19%	414,640.62	477,224.73	62,584.11	15.09%

	Revenue Per Space	Expenses Per Space	Profit/Loss Per Space	
17 St. Garage	113.68	48.16	65.52	The 17th Street Garage has 1460 spaces.
7th St. Garage	297.32	97.21	200.12	The 7th Street Garage has 646 spaces.
17th St. Lots	250.97	42.87	208.11	The 17th Street Lots have 506 spaces.
12th St. Garage	273.48	143.94	129.54	The 12th Street Garage has 134 spaces.
13th St. Garage	209.86	113.72	96.14	The 13th Street Garage has 286 spaces.
42nd St. Garage	60.21	30.33	29.87	The 42nd Street Garage has 620 spaces.
16th St. - Anchor	157.03	52.91	104.12	The 16th Street Anchor Garage has 803 spaces.

CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY - YTD

LOCATION	Revenue 2002 August YTD	Revenue 2003 August YTD	Revenue Increase/ (Decrease)	Revenue Percent of Increase/ (Decrease)	Expenses 2002 August YTD	Expenses 2003 August YTD	Expenses Increase/ (Decrease)	Expenses Percent of Increase/ (Decrease)	Profit/(Loss) 2002 August YTD	Profit/(Loss) 2003 August YTD	Profit/(Loss) Increase/ (Decrease)	Profit/(Loss) Percent of Increase/ (Decrease)
17 St. Garage	2,017,730.13	2,137,648.97	**119,918.84**	**5.94%**	661,537.19	797,126.06	**135,588.87**	**20.50%**	1,356,192.94	1,340,522.91	**(15,670.03)**	**-1.16%**
7th St. Garage	1,860,260.37	1,894,644.11	**34,383.74**	**1.85%**	491,145.41	604,470.47	**113,325.06**	**23.07%**	1,369,114.96	1,290,173.64	**(78,941.32)**	**-5.77%**
17th St. Lots	1,488,607.51	1,517,745.17	**29,137.66**	**1.96%**	245,408.11	283,932.74	**38,524.63**	**15.70%**	1,243,199.40	1,233,812.43	**(9,386.97)**	**-0.76%**
12th St. Garage	372,800.32	376,413.63	**3,613.31**	**0.97%**	164,062.21	203,602.91	**39,540.70**	**24.10%**	208,738.11	172,810.72	**(35,927.39)**	**-17.21%**
13th St. Garage	666,549.26	641,644.56	**(24,904.70)**	**-3.74%**	289,850.68	345,035.33	**55,184.65**	**19.04%**	376,698.58	296,609.23	**(80,089.35)**	**-21.26%**
42nd St. Garage	252,923.77	415,253.43	**162,329.66**	**64.18%**	153,583.01	178,533.84	**24,950.83**	**16.25%**	99,340.76	236,719.59	**137,378.83**	**138.29%**
16th St. - Anchor	0.00	310,852.45	**310,852.45**	**#DIV/0!**	0.00	107,960.67	**107,960.67**	**#DIV/0!**	0.00	202,891.78	**202,891.78**	**#DIV/0!**
Totals	**6,658,871.36**	**7,294,202.32**	**635,330.96**	**9.54%**	**2,005,586.61**	**2,520,662.02**	**515,075.41**	**25.68%**	**4,653,284.75**	**4,773,540.30**	**120,255.55**	**2.58%**

	Revenue Per Space	Expenses Per Space	Profit/Loss Per Space	
17 St. Garage	1,464.14	545.98	918.17	The 17th Street Garage has 1460 spaces.
7th St. Garage	2,932.89	935.71	1,997.17	The 7th Street Garage has 646 spaces.
17th St. Lots	2,999.50	561.13	2,438.36	The 17th Street Lots have 506 spaces.
12th St. Garage	2,809.06	1,519.42	1,289.63	The 12th Street Garage has 134 spaces.
13th St. Garage	2,243.51	1,206.42	1,037.10	The 13th Street Garage has 286 spaces.
42nd St. Garage	669.76	287.96	381.81	The 42nd Street Garage has 620 spaces.
16th St. - Anchor	387.11	134.45	252.67	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 August	2003 August	Increase/ Decrease	Percent of Increase/ Decrease	Revenue/ Expense Per Space
17th St. Garage-2G						
Revenue-Ticket	480-8000-344583	100,261.80	106,516.89	6,255.09		
Revenue - Valet	480-8000-344583	6,300.00	6,300.00	0.00		
Revenue-Monthly Permits	480-8000-344514	59,880.00	53,160.00	-6,720.00		
	17th St. Garage REVENUE (Sales Tax Excluded)	166,441.80	165,976.89	-464.91	-0.28%	$113.68
Expenses						
Security Personnel		19,575.84	20,599.69	1,023.85 (1)		
Attendant/Cashier Labor		32,357.63	34,812.81	2,455.18 (2)		
FP&L		5,460.87	6,473.39	1,012.52 (3)		
Revenue Control Equipment Maintenance		1,666.67	1,851.67	185.00 (4)		
Armed Guard Revenue Pickup		517.18	525.00	7.82		
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 (5)		
	17th St. Garage EXPENSES	63,591.52	70,314.97	6,723.45	10.57%	$48.16
	17th St. Garage PROFIT/(LOSS)	102,850.28	95,661.92	-7,188.36	-6.99%	$65.52
					Number of Spaces	1460

(1) Total number of hours in 2003 is 87 higher than 2002.
(2) There is an increase of 2.70% in the average rate per hour. Also, the total number of hours in 2003 is 142 higher than 2002.
(3) August 2003 estimate: average of October 2002 through February 2003 FPL actual charges.
(4) August includes $185.00 for card reader repairs.
(5) August 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.

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City of Miami Beach
Parking Department
17th Street Garage - 2G

August-03

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Friday	1321	17:00 - 17:59	319	$3,245.79
2	Saturday	1484	21:00 - 21:59	335	$4,445.79
3	Sunday	1188	15:00 -15:59	270	$3,209.35
4	Monday	727	17:00 - 17:59	258	$1,557.94
5	Tuesday	690	17:00 - 17:59	274	$1,506.54
6	Wednesday	799	17:00 - 17:59	296	$1,677.57
7	Thursday	860	17:00 - 17:59	275	$1,952.34
8	Friday	1111	22:00 - 22:59	259	$2,790.65
9	Saturday	1433	21:00 - 21:59	341	$4,391.87
10	Sunday	1245	00:00 - 00:59	281	$3,233.64
11	Monday	630	17:00 - 17:59	266	$1,459.81
12	Tuesday	806	17:00 - 17:59	267	$1,703.74
13	Wednesday	781	17:00 - 17:59	278	$1,742.06
14	Thursday	939	17:00 - 17:59	282	$2,036.45
15	Friday	1462	21:00 - 21:59	370	$3,728.97
16	Saturday	1758	21:00 - 21:59	482	$5,084.85
17	Sunday	1220	00:00 - 00:59	340	$3,209.08
18	Monday	664	17:00 - 17:59	272	$1,563.55
19	Tuesday	755	17:00 - 17:59	275	$1,615.89
20	Wednesday	745	17:00 - 17:59	329	$1,644.23
21	Thursday	1126	17:00 - 17:59	318	$2,446.73
22	Friday	1309	21:00 - 21:59	361	$3,432.71
23	Saturday	1587	21:00 - 21:59	380	$4,685.05
24	Sunday	1224	00:00 - 00:59	315	$3,257.01
25	Monday	682	17:00 - 17:59	271	$1,453.27
26	Tuesday	644	08:00 - 08:59	247	$1,366.35
27	Wednesday	815	17:00 - 17:59	304	$1,761.68
28	Thursday	817	17:00 - 17:59	302	$1,707.48
29	Friday	1762	19:00 - 19:59	423	$5,903.74
30	Saturday	3405	16:00 - 16:59	637	$14,354.16
31	Sunday	3432	16:00 - 16:59	679	$14,348.60
	TOTAL	**37,421**			**$106,516.89**

MONTHLY PERMIT REVENUE	**$53,160.00**
VALET REVENUE	**$6,300.00**
TOTAL NET REVENUE	**$165,976.89**

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
7th St. Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2002 August	2003 August	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
7th St. Garage-1G						
Revenue-Ticket	142-8000-344404	175,770.79	178,871.59	3,100.80		
Revenue-Monthly Permits	142-8000-344404	13,725.00	13,200.00	-525.00		
	7th St. REVENUE (Sales Tax Excluded)	189,495.79	192,071.59	**2,575.80**	**1.36%**	**$297.32**
Expenses						
Security Personnel		25,611.88	27,128.97	1,517.09 **(1)**		
Attendant/Cashier Labor		16,684.59	17,385.71	701.12 **(2)**		
Landscape Maintenance		984.00	7,363.67	6,379.67 **(3)**		
FP&L		2,849.96	3,067.37	217.41 **(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	525.00	7.82		
Elevator Maintenance		985.00	1,180.88	195.88 **(5)**		
Surveillance System Maintenance		437.00	580.00	143.00 **(6)**		
	7th St. EXPENSES	53,633.61	62,795.60	**9,161.99**	**17.08%**	**$97.21**
	7th St. Estimated Debt Service	59,500.00	59,500.00	**0.00**	**0.00%**	**$92.11**
	7th St. PROFIT/(LOSS)	76,362.18	69,775.99	**-6,586.19**	**-8.62%**	**$108.01**
					Number of Spaces	**646**

(1) The total number of hours in 2003 is 122 higher than 2002.
(2) There is an increase of 3.30% in the average rate per hour. Also, the total number of hours in 2003 is 15 higher than 2002.
(3) August 2003 includes $6,445.00 for trimming of landscape away from power lines.
(4) August 2003 estimate: average of October 2002 through February 2003 FPL actual charges.
(5) August 2003 includes an additional service call from Thyssen for $195.88.
(6) August 2003 includes $85.00 for camera repairs.

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/August/7thstga.xls)LN

City of Miami Beach
Parking Department
7th Street Garage-1G

August-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	Friday	1495	14:00 - 14:59	201	$362.90	$67.31	$10,052.00
2	Saturday	1879	13:00 - 13:59	309	$362.90	$67.31	$11,055.00
3	Sunday	1658	14:00 - 14:59	281	$362.90	$67.31	$7,531.00
4	Monday	721	13:00 - 13:59	129	$362.90	$67.31	$2,376.00
5	Tuesday	615	15:00 - 15:59	127	$362.90	$67.31	$2,122.00
6	Wednesday	848	16:00 - 16:59	143	$362.90	$67.31	$2,570.00
7	Thursday	1113	18:00 - 18:59	194	$362.90	$67.31	$3,580.00
8	Friday	1281	23:00 - 23:59	236	$362.90	$67.31	$9,320.00
9	Saturday	2079	00:00 - 00:59	272	$362.90	$67.31	$11,604.00
10	Sunday	1946	17:00 - 17:59	308	$362.90	$67.31	$7,997.00
11	Monday	755	14:00 - 14:59	143	$362.90	$67.31	$2,455.00
12	Tuesday	1017	19:00 - 19:59	204	$362.90	$67.31	$3,230.00
13	Wednesday	909	16:00 - 16:59	173	$362.90	$67.31	$2,911.00
14	Thursday	713	20:00 - 20:59	132	$362.90	$67.31	$2,234.00
15	Friday	1629	18:00 - 18:59	243	$362.90	$67.31	$10,418.00
16	Saturday	2285	15:00 - 15:59	337	$362.90	$67.31	$13,250.00
17	Sunday	2039	12:00 - 12:59	307	$362.90	$67.31	$8,138.00
18	Monday	798	14:00 - 14:59	144	$362.90	$67.31	$2,122.00
19	Tuesday	655	18:00 - 18:59	124	$362.90	$67.31	$1,867.00
20	Wednesday	460	18:00 - 18:59	88	$362.90	$67.31	$1,368.00
21	Thursday	829	23:00 - 23:59	139	$362.90	$67.31	$2,549.00
22	Friday	1464	23:00 - 23:59	244	$362.90	$67.31	$8,850.00
23	Saturday	2044	15:00 - 15:59	330	$362.90	$67.31	$12,230.00
24	Sunday	1835	15:00 - 15:59	309	$362.90	$67.31	$7,009.00
25	Monday	796	19:00 - 19:59	173	$362.90	$67.31	$1,963.00
26	Tuesday	523	19:00 - 19:59	95	$362.90	$67.31	$1,462.00
27	Wednesday	777	15:00 - 15:59	103	$362.90	$67.31	$3,322.00
28	Thursday	571	18:00 - 18:59	110	$362.90	$67.31	$1,740.93
29	Friday	1496	23:00 - 23:59	285	$362.90	$67.31	$10,252.67
30	Saturday	2285	16:00 - 16:59	301	$362.90	$67.31	$11,904.00
31	Sunday	2281	19:00 - 19:59	312	$362.90	$67.31	$13,910.00
	TOTAL	**39,796**			**$11,250.00**	**$2,086.50**	**$191,392.60**

TOTAL GROSS REVENUE	**$11,250.00**	**$2,086.50**	**$191,392.60**
SALES TAX	**$0.00**	**$136.50**	**$12,521.01**
TOTAL NET REVENUE	**$11,250.00**	**$1,950.00**	**$178,871.59**

Monthly Budgeted Revenue Needed to Break Even - FY 02/03 (Includes Debt Service)			**$135,092.92**
Less Current Month Net Revenue			**$192,071.59**
Over/(Short)			**$56,978.67**
Monthly Space Rental			
Goldman Properties - 150	**$11,250.00**	**No tax included**	
Other - 26	**$2,086.50**	**With Tax**	

Excel (F drive/Ping/$Pers/P&L/2003/August/7thstrevAugust2003.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
5A Surface Lots East and West
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2002 August	2003 August	Increase/ (Decrease)	Percent of Increase/ (Decrease)
17th St. Parking Lots - 5A					
Revenue-Ticket	480-8000-344515	115,012.11	110,433.27	-4,578.84	
Revenue-Monthly Permits	480-8000-344596	17,760.00	16,560.00	-1,200.00	
	17th St. Lots REVENUE (Sales Tax Excluded)	132,772.11	126,993.27	**-5,778.84**	**-4.35%**
Expenses					
Security Personnel		1,691.61	1,863.20	171.59	
Attendant/Cashier Labor		19,212.48	17,265.92	-1,946.56 (1)	
Revenue Control Equipment Maintenance		1,666.67	1,666.67	0.00	
Landscape Maintenance		502.67	502.67	0.00	
FP&L		417.81	391.48	-26.33	
	17th St. Lots EXPENSES	23,491.24	21,689.94	**-1,801.30**	**-7.67%**
	17th St. Lots PROFIT/(LOSS)	109,280.87	105,303.33	**-3,977.54**	**-3.64%**

(1) The total number of hours in 2003 is 278 lower than 2002. Also, there is an increase of 4.80% in the average rate per hour.

Excel (Fdrive/Ping/$Pers/P&L/2003/August/5alots.xls)LN

City of Miami Beach
Parking Department
5A Surface Lots East and West

August-03

Date	Day	East Total Vehicle Entries	East Daily Ticket Revenue	West Total Vehicle Entries	West Daily Ticket Revenue	Total Daily Ticket Revenue
1	Friday	812	$3,300.00	366	$1,489.72	$4,789.72
2	Saturday	834	$3,557.01	495	$2,485.05	$6,042.06
3	Sunday	717	$1,565.42	546	$909.35	$2,474.77
4	Monday	625	$1,419.63	256	$553.27	$1,972.90
5	Tuesday	541	$1,249.53	257	$495.33	$1,744.86
6	Wednesday	617	$1,393.46	268	$473.83	$1,867.29
7	Thursday	551	$1,765.42	233	$675.70	$2,441.12
8	Friday	830	$3,496.26	358	$1,500.93	$4,997.19
9	Saturday	873	$3,718.69	506	$2,580.37	$6,299.06
10	Sunday	763	$1,619.63	543	$931.78	$2,551.41
11	Monday	614	$1,368.22	215	$389.72	$1,757.94
12	Tuesday	577	$1,305.61	288	$574.77	$1,880.38
13	Wednesday	669	$1,620.56	268	$530.84	$2,151.40
14	Thursday	598	$2,028.97	265	$846.73	$2,875.70
15	Friday	830	$3,460.75	434	$1,780.37	$5,241.12
16	Saturday	864	$3,586.92	378	$2,703.74	$6,290.66
17	Sunday	758	$1,536.45	501	$761.68	$2,298.13
18	Monday	555	$1,296.26	232	$440.19	$1,736.45
19	Tuesday	579	$1,494.39	288	$616.82	$2,111.21
20	Wednesday	513	$1,371.03	206	$391.59	$1,762.62
21	Thursday	606	$1,943.93	312	$911.21	$2,855.14
22	Friday	731	$3,167.22	318	$1,309.35	$4,476.57
23	Saturday	855	$3,715.63	513	$2,469.16	$6,184.79
24	Sunday	759	$1,594.39	497	$889.72	$2,484.11
25	Monday	553	$1,405.61	245	$462.62	$1,868.23
26	Tuesday	537	$1,322.43	211	$420.56	$1,742.99
27	Wednesday	575	$1,240.19	264	$461.68	$1,701.87
28	Thursday	501	$1,663.55	192	$581.31	$2,244.86
29	Friday	800	$3,520.50	442	$1,900.00	$5,420.50
30	Saturday	967	$4,526.17	823	$4,414.95	$8,941.12
31	Sunday	1,020	$4,561.68	1170	$4,665.42	$9,227.10
	TOTAL	**21,624**	**70,815.51**	**11,890**	**$39,617.76**	**$110,433.27**
			MONTHLY PERMIT REVENUE			**$16,560.00**
			TOTAL NET REVENUE			**$126,993.27**

Excel (Fdrive/Ping/$Pers/P&L/2003/August/5alotsrevAugust2003.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
12th St. Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2002 August	2003 August	Increase/ Decrease	Percent of Increase/ Decrease	Revenue/ Expense Per Space
12th St. Garage - 2A						
Revenue-Ticket	480-8000-344504	29,535.22	31,246.72	1,711.50		
Revenue-Monthly Permits	480-8000-344593	5,160.00	5,400.00	240.00		
	12th St. REVENUE (Sales Tax Excluded)	34,695.22	36,646.72	**1,951.50**	**5.62%**	**$273.48**
Expenses						
Security Personnel		9,914.88	10,299.64	384.76		
Attendant/Cashier Labor		6,980.04	7,173.01	192.97		
FP&L		49.38	108.54	59.16		
Elevator Maintenance		125.00	166.67	41.67		
Garage Cleaning/Maintenance		1,605.75	1,540.75	-65.00		
	12th St. EXPENSES	18,675.05	19,288.61	**613.56**	**3.29%**	**$143.94**
	12th St. PROFIT/(LOSS)	16,020.17	17,358.11	**1,337.94**	**8.35%**	**$129.54**

Number of Spaces 134

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/August/12thstga.xls)LN

City of Miami Beach
Parking Department
12th Street Garage - 2A Garage

August-03

Date	Day	CMB	ARMOR	P.O	EMPLOYEE	COURT	BEST	HAND.	OTHERS	DAILY TICKETS	TOTAL ENTRIES	Daily Ticket Revenue
1	Friday	1	3	2	1	2	0	3	1	198	211	$1,330.84
2	Saturday	0	1	0	0	0	0	3	1	204	209	$1,571.96
3	Sunday	1	0	0	1	0	0	2	0	109	113	$837.38
4	Monday	1	1	0	1	2	1	4	0	85	95	$485.98
5	Tuesday	2	0	0	0	3	0	2	2	85	94	$400.00
6	Wednesday	0	0	1	0	1	0	1	1	102	106	$528.97
7	Thursday	2	4	0	1	1	0	0	27	142	177	$779.44
8	Friday	2	3	0	0	0	0	3	0	199	207	$1,465.42
9	Saturday	0	1	0	0	0	0	5	2	193	201	$1,476.64
10	Sunday	1	2	0	1	0	0	1	0	97	102	$757.01
11	Monday	1	1	0	0	4	0	3	7	116	132	$560.75
12	Tuesday	2	1	0	0	2	0	2	12	126	145	$609.35
13	Wednesday	2	0	1	0	2	0	0	10	95	110	$510.28
14	Thursday	1	2	0	0	0	0	3	28	104	138	$573.83
15	Friday	0	1	1	0	1	0	2	5	190	200	$1,347.66
16	Saturday	0	0	1	2	0	0	5	2	212	222	$1,633.64
17	Sunday	0	1	0	0	0	0	0	1	193	195	$1,577.57
18	Monday	0	1	0	0	7	0	3	3	112	126	$585.05
19	Tuesday	0	1	0	0	3	0	3	3	142	152	$605.61
20	Wednesday	0	1	0	0	1	0	1	0	111	114	$545.79
21	Thursday	1	0	10	2	1	0	2	13	207	236	$1,114.02
22	Friday	0	2	0	0	1	0	4	1	207	215	$1,358.88
23	Saturday	0	1	0	1	0	0	4	0	236	242	$1,822.43
24	Sunday	0	1	0	0	0	1	1	0	109	112	$811.21
25	Monday	0	3	0	0	6	0	3	14	121	147	$487.85
26	Tuesday	0	1	0	0	4	0	0	9	109	123	$495.33
27	Wednesday	0	0	0	0	2	0	0	23	81	106	$409.35
28	Thursday	0	1	2	1	2	0	0	13	106	125	$639.25
29	Friday	1	3	1	0	2	0	5	1	213	226	$1,469.16
30	Saturday	0	2	1	0	0	0	7	1	291	302	$2,242.99
31	Sunday	0	0	0	0	0	0	7	1	290	298	$2,213.08
	TOTAL	**18**	**38**	**20**	**11**	**47**	**2**	**79**	**181**	**4785**	**5181**	**$31,246.72**
									MONTHLY PERMIT REVENUE			**$5,400.00**
									TOTAL NET REVENUE			**$36,646.72**

Excel (Fdrive/Ping/$Pers/P&L/2003/August/12thstrevAugust2003.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
13th St. Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2002 August	2003 August	Increase/ Decrease	Percent of Increase/ Decrease	Revenue/ Expense Per Space
13th St. Garage-17A						
Revenue-Ticket	480-8000-344566	53,615.90	52,219.62	-1,396.28		
Revenue-Monthly Permits	480-8000-344527	7,980.00	7,800.00	-180.00		
	13th St. REVENUE (Sales Tax Excluded)	61,595.90	60,019.62	**-1,576.28**	**-2.56%**	**$209.86**
Expenses						
Security Personnel		12,883.59	13,306.82	423.23		
Attendant/Cashier Labor		14,755.44	14,996.27	240.83		
Landscape Maintenance		216.67	216.67	0.00		
FP&L		1,162.33	1,404.98	242.65 (1)		
Revenue Control Equipment Maintenance		0.00	0.00	0.00		
Elevator Maintenance		304.00	624.00	320.00 (2)		
Armed Guard Revenue Pickup		517.18	525.00	7.82		
Garage Cleaning/Maintenance		1,483.00	1,450.00	-33.00		
	13th St. EXPENSES	31,322.21	32,523.74	**1,201.53**	**3.84%**	**$113.72**
	13th St. PROFIT/(LOSS)	30,273.69	27,495.88	**-2,777.81**	**-9.18%**	**$96.14**

Number of Spaces **286**

(1) August 2003 estimate: average of October 2002 through February 2003 FPL actual charges.
(2) August includes $312.00 payment to Atlantic Elevator for June services.

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/August/13thstga.xls)LN

City of Miami Beach
Parking Department
13th Street Garage - 17A

August-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	Friday	20	2	2	0	10	2	0	339	375	$1,876.64
2	Saturday	20	0	2	1	10	3	0	455	491	$2,500.00
3	Sunday	22	0	2	1	8	3	1	420	457	$2,231.78
4	Monday	20	0	2	1	6	3	0	215	247	$1,224.30
5	Tuesday	17	0	2	0	7	2	0	181	209	$1,016.82
6	Wednesday	20	0	1	0	5	2	0	226	254	$1,011.21
7	Thursday	18	0	2	1	6	2	0	250	279	$1,361.68
8	Friday	23	3	1	0	9	3	0	320	359	$2,010.28
9	Saturday	25	0	4	3	7	3	0	455	497	$2,542.99
10	Sunday	22	0	2	1	5	3	1	404	438	$2,090.65
11	Monday	22	1	0	2	4	3	2	192	226	$1,121.50
12	Tuesday	19	1	1	2	5	3	1	240	272	$1,391.59
13	Wednesday	18	0	3	2	8	2	1	222	256	$1,092.52
14	Thursday	19	0	0	5	9	2	2	212	249	$1,018.69
15	Friday	15	1	2	2	10	4	1	398	433	$2,124.30
16	Saturday	13	0	3	1	8	4	1	460	490	$2,546.73
17	Sunday	18	0	3	1	4	2	1	482	511	$2,606.54
18	Monday	22	0	1	1	4	4	0	199	231	$1,228.97
19	Tuesday	16	1	2	0	4	2	0	177	202	$1,077.57
20	Wednesday	17	0	2	1	4	5	0	130	159	$799.07
21	Thursday	21	0	1	1	6	2	0	261	292	$1,157.94
22	Friday	21	0	2	1	7	4	0	374	409	$2,224.30
23	Saturday	23	0	2	1	9	2	0	463	500	$2,590.65
24	Sunday	22	0	1	1	7	2	0	447	480	$2,314.02
25	Monday	19	0	1	0	6	4	1	203	234	$1,249.53
26	Tuesday	20	0	1	1	5	3	0	141	171	$771.96
27	Wednesday	22	0	2	0	6	3	0	185	218	$1,009.35
28	Thursday	22	0	1	3	8	4	0	171	209	$854.21
29	Friday	26	0	3	1	12	3	0	355	400	$2,022.43
30	Saturday	18	1	1	0	8	3	0	441	472	$2,335.51
31	Sunday	22	1	2	1	11	1	0	460	498	$2,815.89
	TOTAL	**622**	**11**	**54**	**35**	**218**	**88**	**12**	**9478**	**10518**	**$52,219.62**
								MONTHLY PERMIT REVENUE			**$7,800.00**
								TOTAL NET REVENUE			**$60,019.62**

Excel (Fdrive/Ping/$Pers/P&L/2003/August/13thstrevAugust2003.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
16th St. - Anchor Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2002 August	2003 August	Increase/ Decrease	Percent of Increase/ Decrease	Revenue/ Expense Per Space
16th St. - Anchor Garage						
Revenue-Ticket	463-8000-344911	0.00	78,940.89	78,940.89		
Revenue - Valet	463-8000-344587	0.00	20,904.67	20,904.67		
Revenue-Monthly Permits	463-8000-344903	0.00	26,250.00	26,250.00		
	16th St. Garage REVENUE	0.00	126,095.56	126,095.56	#DIV/0!	$157.03
Expenses						
Security Personnel		0.00	16,779.23	16,779.23		
Attendant/Cashier Labor		0.00	15,440.52	15,440.52		
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	525.00	525.00		
Elevator Maintenance		0.00	1,561.00 (2)	1,561.00		
Landscape Maintenance		0.00	164.67	164.67		
Garage Cleaning/Maintenance		0.00	3,024.40 (3)	3,024.40		
Sanitation (Waste Removal)		0.00	168.27	168.27		
Fire Alarm Service		0.00	250.00	250.00		
	16th St. Garage EXPENSES	0.00	42,488.09	42,488.09	#DIV/0!	$52.91
	16th St. Garage PROFIT/(LOSS)	0.00	83,607.47	83,607.47	#DIV/0!	$104.12

Number of Spaces 803

(1) No invoice received for August: expense estimated based on budget.
(2) August 2003 reflects the monthly service charge of $1015.32 plus $545.68 for two additional service calls.
(3) August 2003 reflects the monthly service charge of $2924.40 plus $100.00 for additional pressure cleaning.

Excel (Fdrive/Ping/$Pers/P&L/2003/August/16thgar - Anchor.xls)LN

City of Miami Beach
Parking Department
16th Street Garage (Anchor)

August-03

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Friday	777	23:00 - 23:59	105	$3,144.86
2	Saturday	859	23:00 - 23:59	114	$4,197.20
3	Sunday	739	00:00 - 00:59	129	$2,237.38
4	Monday	537	17:00 - 17:59	76	$1,318.69
5	Tuesday	474	15:00 - 15:59	73	$1,057.01
6	Wednesday	591	22:00 - 22:59	82	$1,386.92
7	Thursday	613	15:00 - 15:59	91	$1,382.71
8	Friday	778	23:00 - 23:59	127	$2,883.18
9	Saturday	857	23:00 - 23:59	131	$4,402.80
10	Sunday	634	00:00 - 00:59	126	$2,272.90
11	Monday	520	15:00 - 15:59	90	$1,140.19
12	Tuesday	542	17:00 - 17:59	66	$1,536.45
13	Wednesday	522	15:00 - 15:59	77	$1,215.89
14	Thursday	639	18:00 - 18:59	94	$1,520.56
15	Friday	895	23:00 - 23:59	153	$3,509.35
16	Saturday	1006	23:00 - 23:59	171	$5,583.18
17	Sunday	784	00:00 - 00:59	155	$3,174.77
18	Monday	500	15:00 - 15:59	75	$1,344.86
19	Tuesday	564	15:00 - 15:59	91	$1,038.32
20	Wednesday	515	21:00 - 21:59	96	$1,136.45
21	Thursday	591	15:00 - 15:59	90	$1,517.29
22	Friday	736	23:00 - 23:59	115	$3,501.87
23	Saturday	736	23:00 - 23:59	124	$4,489.72
24	Sunday	663	00:00 - 00:59	137	$2,344.86
25	Monday	412	18:00 - 18:59	66	$979.44
26	Tuesday	419	12:00 - 12:59	65	$962.62
27	Wednesday	474	18:00 - 18:59	68	$1,476.64
28	Thursday	457	15:00 - 15:59	80	$1,227.10
29	Friday	858	23:00 - 23:59	143	$3,891.12
30	Saturday	1093	23:00 - 23:59	173	$6,216.82
31	Sunday	1296	00:00 - 00:59	185	$6,849.74
	TOTAL	**21,081**			**$78,940.89**
	MONTHLY PERMIT REVENUE				**$26,250.00**
	VALET REVENUE				**$20,904.67**
	TOTAL NET REVENUE				**$126,095.56**

Excel (Fdrive/Ping/$Pers/P&L/2003/August/16thstrevAugust2003.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
42nd St. Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2002 August	2003 August	Increase/ Decrease	Percent of Increase/ Decrease	Revenue/ Expense Per Space
42nd St. Garage - 8A						
Revenue-Ticket	480-8000-344531	2,268.56	2,828.05	559.49		
Revenue-Monthly Permits	480-8000-344595	36,360.00	34,500.00	-1,860.00		
	42nd St. REVENUE (Sales Tax Excluded)	38,628.56	37,328.05	-1,300.51	-3.37%	$60.21
Expenses						
Security Personnel		13,105.58	11,484.72	-1,620.86 (1)		
Attendant/Cashier Labor		2,526.02	3,182.84	656.82 (2)		
FP&L		1,358.53	1,805.96	447.43		
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	18,275.13	18,806.02	530.89	2.90%	$30.33
	42nd St. PROFIT/(LOSS)	20,353.43	18,522.03	-1,831.40	-9.00%	$29.87
					Number of Spaces	620

(1) The total number of hours in 2003 is 132 lower than 2002.
(2) There is an increase of 5.10% in the average rate per hour. Also, the total number of hours in 2003 is 51 higher than 2002.
(3) New elevator in 42nd Street Garage: monthly maintenance charge from Atlantic Elevator.
(4) August 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/August/8agar.xls)LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON

LOCATION	ACCOUNTING CODE	August 2003 # of Meters	2002 August	2003 August	Increase/ (Decrease)	Percent of Increase/ (Decrease)
1X - (Washington - 4th & Lincoln) - On Street	480-8000-344501	291	44,317.32	55,498.07	11,180.75	25.23%
1A - (1st Street & Ocean Dr.) - Off Street	480-8000-344502	57	7,268.98	8,964.06		
1A - (1st Street & Ocean Dr.) - Attended	480-8000-344502	0	0.00	0.00		
Total		57	7,268.98	8,964.06	1,695.08	23.32%
2X - (Washington - 5th & Lincoln) - On Street	480-8000-344503	370	53,800.57	44,475.41	(9,325.16)	-17.33%
2B - (6/7 & Meridian) - Off Street	480-8000-344505	22	636.37	305.07	(331.30)	-52.06%
3X - (Collins & Euclid Ave.) On Street	480-8000-344507	68	7,608.74	6,369.79	(1,238.95)	-16.28%
4X - (Alton 7th St.- Dade Blvd.) - On Street	480-8000-344509	491	59,434.45	73,206.47	13,772.02	23.17%
4B - (Alton & 20th St.-Purdy-Dade Blvd.) - On Street	480-8000-344511	213	14,198.06	10,449.97	(3,748.09)	-26.40%
4C - (West Ave & 17th St.) - Off Street	480-8000-344512	66	12,359.52	9,977.12	(2,382.40)	-19.28%
4D - (West Ave & Lincoln Rd.) - Off Street	480-8000-344513	30	3,043.12	2,165.43	(877.69)	-28.84%
5C - (Convention Ctr. Dr. & 17th Street) - Off Street	480-8000-344517	85	3,047.65	1,413.17		
5C - (Convention Ctr. Dr. & 17th Street) - Attended	480-8000-344517	0	0.00	0.00		
Total		85	3,047.65	1,413.17	(1,634.48)	-53.63%
5F - (Meridian Ave & 18th Street) - Off Street	480-8000-344519	97	352.28	225.79		
5F - (Meridian Ave & 18th Street) - Attended	480-8000-344519	0	0.00	0.00		
Total		97	352.28	225.79	(126.49)	-35.91%
5H - (19th Street & Meridian Ave) - Off Street	480-8000-344521	27	468.11	397.89	(70.22)	-15.00%
5M - (17th & Meridian Ave) - Off Street	480-8000-344506	27	1,316.08	2,358.23	1,042.15	79.19%
6X - (Collins - 20th to 24th St) - On Street	480-8000-344522	236	25,113.22	27,547.92	2,434.70	9.69%
6A - (22nd Street & Park)- Off Street	480-8000-344523	14	235.49	182.11	(53.38)	-22.67%
6B - (Collins Ave & 21st Street) - Off Street	480-8000-344524	190	11,629.81	16,114.82		
6B - (Collins Ave & 21st Street) - Attended	480-8000-344524	0	0.00	2.00		
Total		190	11,629.81	16,116.82	4,487.01	38.58%
7X - (Ocean - Biscayne - 15th St) - On Street	480-8000-344525	442	52,151.47	61,412.57	9,261.10	17.76%
7A - (Collins Ave, 4th to 15th St) - On Street	480-8000-344526	591	130,958.67	132,209.65	1,250.98	0.96%
7C - (Collins Ave & 6th St) - Off Street	480-8000-344528	14	939.88	610.11		
7C - (Collins Ave & 6th St) - Attended	480-8000-344528	0	345.54	844.87		
		14	1,285.42	1,454.98	169.56	13.19%
8X - (Pinetree-Alton - 40th to 42nd St) - On Street	480-8000-344530	386	16,607.53	16,405.52	(202.01)	-1.22%
8A - (42nd Street Garage) - Off Street Meters	480-8000-344531	11	349.45	378.82	29.37	8.40%
8B - (42nd Street & Royal Palm) - Off Street	480-8000-344532	173	2,612.27	2,434.29		
8B - (42nd Street & Royal Palm) - Attended	480-8000-344532	0	0.00	0.00		
		173	2,612.27	2,434.29	(177.98)	-6.81%
8C - (40/41 Street & Chase) - Off Street	480-8000-344533	88	939.08	1,168.09	229.01	24.39%
8D - (47th Street & Pinetree) - Off Street	480-8000-344534	16	59.20	106.38	47.18	79.70%
8E - (41st Street & Alton) - Off Street	480-8000-344535	40	1,447.05	1,585.58	138.53	9.57%
8F - (41st Street & Jefferson) - Off Street	480-8000-344536	30	426.87	322.37	(104.50)	-24.48%
9X - (Collins - 64th to 79th St) - On Street	480-8000-344537	527	26,433.88	28,235.94	1,802.06	6.82%
9A - (Harding & 71st St) - Off Street	480-8000-344538	48	391.07	563.41	172.34	44.07%
9B - (72nd St. & Collins) - Off Street - Attended	480-8000-344539	0	0.00	989.72	989.72	
9C (Carlyle & 71st St) - Off Street	480-8000-344540	14	93.12	0.00	(93.12)	-100.00%
9D - (Collins & 76th St) - Off Street	480-8000-344541	33	1,117.63	601.32	(516.31)	-46.20%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON

LOCATION	ACCOUNTING CODE	August 2003 # of Meters	2002 August	2003 August	Increase/ (Decrease)	Percent of Increase/ (Decrease)
9E - (71st St. & Harding) - Off Street	480-8000-344542	31	123.35	95.51	(27.84)	-22.57%
9F - (75th & Collins) - Off Street	480-8000-344543	106	4,023.57	3,266.04	(757.53)	-18.83%
10A - (Lincoln Lane & Lenox) - Off Street	480-8000-344544	70	10,431.74	10,351.28	(80.46)	-0.77%
10B - (Lincoln Lane & Michigan) - Lease	480-8000-344545	0	14,583.33	20,833.33		
10B - (Lincoln Lane & Michigan) - Attended	480-8000-344545	0	0.00	0.00		
Total		0	14,583.33	20,833.33	6,250.00	42.86%
10C - (Lincoln Lane & Meridian) - Off Street	480-8000-344546	141	26,260.50	25,944.44	(316.06)	-1.20%
10D - (Lincoln Lane & Jefferson - W) - Off Street	480-8000-344547	62	9,453.90	9,168.57	(285.33)	-3.02%
10E - (Lincoln Lane & Jefferson - E) - Off Street	480-8000-344548	19	3,094.09	3,589.32	495.23	16.01%
10F - (Lincoln Lane & Euclid) - Off Street	480-8000-344549	36	6,503.49	6,104.93	(398.56)	-6.13%
10G - (Lincoln Lane & Michigan) - Off Street	480-8000-344550	21	2,661.80	2,637.55	(24.25)	-0.91%
11X - (Collins & 11th Street) - Off Street	480-8000-344551	0	0.00	0.00		
11X - (Collins & 11th Street) - Attended	480-8000-344551	0	1,577.46	0.00		
Total		0	1,577.46	0.00	(1,577.46)	-100.00%
12X - (Washington & 9th Street) - Off Street	480-8000-344552	23	4,423.42	3,970.76		
12X - (Washington & 9th Street) - Attended	480-8000-344552	0	0.00	0.00		
Total		23	4,423.42	3,970.76	(452.66)	-10.23%
13X - (Washington & 10th Street) - Off Street	480-8000-344553	33	5,654.36	5,431.45		
13X - (Washington & 10th Street) - Attended	480-8000-344553	0	0.00	0.00		
Total		33	5,654.36	5,431.45	(222.91)	-3.94%
15X - (16th to 18th East of Collins) - On Street	480-8000-344556	43	7,352.04	6,916.72	(435.32)	-5.92%
15A - (Washington, 17th to 20th) - On Street	480-8000-344557	91	13,153.91	10,732.06	(2,421.85)	-18.41%
15B - (Convention Center Drive) - On Street	480-8000-344558	46	1,842.68	1,239.55	(603.13)	-32.73%
16X - (25th to 32nd, E of Collins) - On Street	480-8000-344559	78	6,073.23	6,087.71	14.48	0.24%
16A - (35th to 43rd, E of Collins) - On Street	480-8000-344560	117	9,398.21	8,738.18	(660.03)	-7.02%
16B - (Indian Crk Dr, 27th to 32nd) - On Street	480-8000-344561	219	4,628.84	4,861.67	232.83	5.03%
16C - (Indian Crk - 33rd to 43rd) - On Street	480-8000-344562	230	8,809.39	9,043.50	234.11	2.66%
16D - (Collins Ave & 34th St) - Off Street	480-8000-344563	64	2,547.86	2,328.12		
16D - (Collins Ave & 34th St) - Attended	480-8000-344563	0	0.00	0.00		
Total		64	2,547.86	2,328.12	(219.74)	-8.62%
16E - (Collins Ave & 35th St) - Off Street	480-8000-344564	72	4,009.83	3,195.44		
16E - (Collins Ave & 35th St) - Attended	480-8000-344564	0	0.00	0.00		
Total		72	4,009.83	3,195.44	(814.39)	-20.31%
17X - (Collins & 13th Street) - Off Street	480-8000-344565	54	6,674.56	4,907.08		
17X - (Collins & 13th Street) - Attended	480-8000-344565	0	8,473.23	11,200.00		
Total		54	15,147.79	16,107.08	959.29	6.33%
18X - (Indian Crk & 65th St) - Off Street	480-8000-344567	53	313.94	203.58	(110.36)	-35.15%
18A - (Collins & 64th St) - Off Street	480-8000-344568	67	4,499.57	3,609.40		
18A - (Collins & 64th St) - Attended	480-8000-344568	0	0.00	0.00		
Total		67	4,499.57	3,609.40	(890.17)	-19.78%
19X - (Collins & 46th Street) - Off Street	480-8000-344569	449	16,129.04	8,688.16		
19X - (Collins & 46th Street) - Attended	480-8000-344569	0	19,077.79	23,429.91		
Total		449	35,206.83	32,118.07	(3,088.76)	-8.77%
19A - (Collins & 46th Street) - On Street	480-8000-344570	19	2,041.94	1,276.96	(764.98)	-37.46%
19B - (Collins & 53rd Street) - Off Street	480-8000-344571	158	2,486.76	2,623.97		
19B - (Collins & 53rd Street) - Attended	480-8000-344571	0	7,098.60	7,901.87		
Total		158	9,585.36	10,525.84	940.48	9.81%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON

LOCATION	ACCOUNTING CODE	August 2003 # of Meters	2002 August	2003 August	Increase/ (Decrease)	Percent of Increase/ (Decrease)
20X - (Collins Ave & 27th St) - Off Street	480-8000-344572	121	6,697.08	4,029.25		
20X - (Collins Ave & 27th St) - Attended	480-8000-344572	0	0.00	0.00		
	Total	121	6,697.08	4,029.25	(2,667.83)	-39.84%
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	16.11	35.61	19.50	121.04%
24X - (Normandy Isle & Bay Dr) - On Street	480-8000-344576	102	3,005.19	3,768.61	763.42	25.40%
24A - (Normandy Isle & Bay Dr) - Off Street	480-8000-344577	26	455.17	324.13	(131.04)	-28.79%
24B - (Normandy Isle & Vendome) - Off Street	480-8000-344578	22	277.83	270.80	(7.03)	-2.53%
24C - (Normandy Isle & Bay Rd S/S) - Off Street	480-8000-344579	33	453.84	586.05	132.21	29.13%
25X - (Bonita Drive & 71st St) - Off Street	480-8000-344580	15	414.52	275.08	(139.44)	-33.64%
26X - (Collins, 79th to 87th Terr) - On Street	480-8000-344581	283	5,110.78	2,971.99	(2,138.79)	-41.85%
10X - (Lincoln Lane & Lenox - Off Street)	480-8000-344582	99	16,799.63	16,535.63		
10X - (Lincoln Lane & Lenox - Attended	480-8000-344582	0	0.00	0.00		
Total		99	16,799.63	16,535.63	(264.00)	-1.57%
26A - (Collins & 80th Street) - Off Street	480-8000-344584	62	963.66	640.57	(323.09)	-33.53%
26B - (Collins & 84th Street) - Off Street	480-8000-344585	62	647.88	417.75	(230.13)	-35.52%
4E (Purdy & 18th Street) - Off Street	480-8000-344586	39	4,309.77	3,477.13		
4E (Purdy & 18th Street) - Attended	480-8000-344586	0	3,251.55	4,062.61		
		39	7,561.32	7,539.74	(21.58)	-0.29%
8G - (40th Street & Royal Palm) - Off Street	480-8000-344592	43	2,114.75	1,702.04	(412.71)	-19.52%
8H - (40th Street & Prairie) - Off Street	480-8000-344594	71	2,783.83	2,395.72	(388.11)	-13.94%
26C - (Collins & 79th Street) - Off Street	480-8000-344600	34	221.42	327.51	106.09	47.91%
26D - (Collins & 83rd Street) - Off Street	480-8000-344601	95	98.27	93.56	(4.71)	-4.79%
SLSP00 - (Southpoint Lot) - Off Street	480-8000-344602	108	12,068.82	7,529.80		
SLSP00 - (Southpoint Lot) - Attended	480-8000-344602	0	5,630.92	10,819.63		
		108	17,699.74	18,349.43	649.69	3.67%
4th & Alton Lot - Off Street	480-8000-344604	21	1,569.36	1,149.95	(419.41)	-26.72%
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	6,250.00	6,250.00	0.00	0.00%
10H - (Lincoln Rd. So. & Lenox) - Off Street	480-8000-344611	0	3,074.35	0.00	(3,074.35)	-100.00%
14A - 16th Street & Washington (Lease)	480-8000-344555	0	14,583.33	20,833.33	6,250.00	42.86%
TOTAL		**8,305**	**783,902.97**	**804,395.77**	**20,492.80**	**2.61%**

CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE: AUGUST 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	71	77			0	0	$3,507.50
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	166	101		$0.00	0	0	$6,422.50
PUBLIX SUPERMARKET	0	0	2514			0	0	$56,565.00
PRKG MACHINE - CASH	0	0	0	$2,155		0	0	$2,155.00
PRKG MACHINE - CREDIT	0	0	0	$2,245		0	0	$2,245.00
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	237	2,742	N/A	N/A	0	0	2,979.00
TOTAL $ AMOUNT	$0.00	$5,925.00	$61,695.00	$4,400.00	$0.00	$0.00	$0.00	$72,020.00

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE: OCTOBER 2002 - AUGUST 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	70			25		$2,950.00
CLEAN MACHINE	0	0	0			20		$400.00
FINANCE DEPARTMENT	0	866	536			0		$33,710.00
KOSHER WORLD	0	0	0			0		$0.00
LEE ANN DRUGS	0	100	202			57	25	$8,635.00
NEWS CAFE	0	0	0			0		$0.00
PARKING DEPARTMENT	3	2913	736		($166.75)	50.75		$90,263.25
PUBLIX SUPERMARKET	0	9420	13593			0		$541,342.50
PRKG MACHINE - CASH	0	0	0	$21,955		0		$21,955.00
PRKG MACHINE - CREDIT	0	0	0	$23,260		0		$23,260.00
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	13,480	15,163	N/A	N/A	379.75	26	29,051.75
TOTAL $ AMOUNT	$30.00	$337,000.00	$341,167.50	$45,215.00	($166.75)	$7,595.00	$468.00	$731,308.75

Excel (Fdrive/Ping/$Pers/P&L/2003/August/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	106,516.89	0.00	1,437,988.97
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	0.00	69,300.00
Revenue-Monthly Permits	480-8000-344514	60,000.00	61,560.00	59,820.00	56,760.00	57,960.00	58,740.00	58,680.00	53,460.00	54,300.00	55,920.00	53,160.00	0.00	630,360.00
	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	165,976.89	0.00	2,137,648.97
Expenses														
Security Personnel		16,561.95	16,616.47	16,549.18	20,680.62	17,432.22	16,471.66	20,612.78	16,448.34	20,600.10	16,480.25	20,599.69	0.00	199,053.26
Attendant/Cashier Labor		33,192.78	56,286.32	36,137.49	39,265.13	48,329.64	37,381.35	32,521.25	34,321.57	59,870.88	35,809.78	34,812.81	0.00	447,929.00
FP&L		5,352.35	5,507.51	6,007.59	5,672.16	9,827.33	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	0.00	71,207.28
Revenue Control Equipment Maintanance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,860.67	1,666.67	1,666.67	1,851.67	0.00	18,712.37
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	0.00	5,634.62
Elevator Maintenance		613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	0.00	6,743.00
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	0.00	1,191.63
Garage Cleaning/Maintenance		3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	5,331.08	5,331.08	5,578.58	5,331.08	5,331.08	0.00	46,654.90
	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	70,314.97	0.00	797,126.06
	17th St. PROFIT/(LOSS)	110,636.94	143,130.17	137,568.09	144,356.92	181,895.16	145,823.05	96,975.58	129,546.16	57,350.01	97,578.91	95,661.92	0.00	1,340,522.91

(Fdrive/Ping/$Pers/P&L/2003/17thstga.xls)

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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	163,858.76	221,547.82	161,549.46	174,847.57	133,750.47	164,101.85	178,871.59	0.00	1,750,644.11
Revenue-Monthly Permits	142-8000-344404	13,125.00	13,125.00	13,125.00	13,125.00	13,125.00	13,050.00	13,050.00	13,050.00	12,975.00	13,050.00	13,200.00	0.00	144,000.00
	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	192,071.59	0.00	1,894,644.11
Expenses														
Security		21,087.06	20,743.70	20,245.12	26,257.88	21,150.87	21,933.85	26,125.51	22,612.39	25,778.86	21,024.44	27,128.97	0.00	254,088.65
Attendant/Cashier Labor		16,755.52	25,273.02	16,806.12	17,276.43	16,664.70	17,694.64	16,755.04	16,893.83	25,407.34	16,835.01	17,385.71	0.00	203,747.36
Landscape Maintenance		984.00	984.00	984.00	984.00	984.00	984.00	918.67	1,067.67	918.67	10,438.67	7,363.67	0.00	26,611.35
FP&L		2,667.70	2,747.44	2,709.51	2,462.61	4,749.59	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	0.00	33,741.07
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	0.00	7,700.00
Garage Cleaning/Maintenance		4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	5,111.50	4,864.00	4,864.00	0.00	53,751.50
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	0.00	5,634.62
Elevator Maintenance		985.00	985.00	985.00	985.00	985.00	985.00	1,180.88	1,264.84	1,936.44	1,180.88	1,180.88	0.00	12,653.92
Surveillance System Maintenance		437.00	437.00	437.00	437.00	437.00	437.00	495.00	495.00	495.00	1,855.00	580.00	0.00	6,542.00
	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	62,795.60	0.00	604,470.47
	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	0.00	654,500.00
	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	69,775.99	0.00	635,673.64

(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	51,315.18	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	110,433.27	0.00	1,327,965.17
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue-Monthly Permits	480-8000-344596	17,820.00	18,120.00	17,700.00	18,360.00	16,500.00	17,700.00	16,560.00	18,840.00	15,720.00	15,900.00	16,560.00	0.00	189,780.00
	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	126,993.27	0.00	1,517,745.17
Expenses														
Security Personnel		1,883.74	1,884.70	1,797.93	2,334.72	1,591.97	1,750.52	2,157.89	1,786.10	2,172.81	1,743.98	1,863.20	0.00	20,967.56
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	17,265.92	0.00	234,437.16
Revenue Control Equipment Maintenance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,860.67	1,666.67	1,831.67	1,666.67	0.00	18,692.37
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	0.00	5,529.37
FP&L		386.87	350.40	332.23	322.18	565.72	391.48	391.48	391.48	391.48	391.48	391.48	0.00	4,306.28
	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	21,689.94	0.00	283,932.74
	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	105,303.33	0.00	1,233,812.43

(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	31,246.72	0.00	320,013.63
Revenue-Monthly Permits	480-8000-344593	5,340.00	5,520.00	5,220.00	4,860.00	4,920.00	5,100.00	5,040.00	4,920.00	4,860.00	5,220.00	5,400.00	0.00	56,400.00
	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	36,646.72	0.00	376,413.63
Expenses														
Security Personnel		8,245.44	8,232.15	8,235.63	10,779.20	8,166.92	8,233.17	10,238.91	8,237.06	10,302.50	8,241.55	10,299.64	0.00	99,212.17
Attendant/Cashier Labor		7,054.55	10,280.84	6,892.87	7,315.74	6,912.77	7,052.06	6,810.78	6,945.10	10,775.85	7,497.33	7,173.01	0.00	84,710.90
FP&L		102.79	81.67	98.93	90.60	168.69	108.54	108.54	108.54	108.54	108.54	108.54	0.00	1,193.92
Elevator Maintenance		125.00	125.00	125.00	125.00	125.00	125.00	0.00	0.00	0.00	0.00	166.67	0.00	916.67
Garage Cleaning/Maintenance		1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,557.25	1,532.50	1,763.50	1,540.75	1,540.75	0.00	17,569.25
	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	19,288.61	0.00	203,602.91
	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	17,358.11	0.00	172,810.72

(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	5,636.42	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	1,649.00	1,649.00	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	52,219.62	0.00	553,264.56
Revenue-Monthly Permits	480-8000-344527	8,280.00	8,640.00	8,100.00	7,320.00	7,380.00	7,620.00	7,860.00	8,520.00	8,580.00	8,280.00	7,800.00	0.00	88,380.00
	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	60,019.62	0.00	641,644.56
Expenses														
Security Personnel		10,242.93	10,602.13	10,541.72	13,658.91	10,514.70	10,220.71	12,820.10	10,737.48	12,861.21	10,423.37	13,306.82	0.00	125,930.08
Attendant/Cashier Labor		14,601.28	21,909.69	14,624.04	15,326.91	14,675.83	14,744.77	14,598.18	14,460.50	21,779.99	14,556.50	14,996.27	0.00	176,273.96
Landscape Maintenance		216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	0.00	2,383.37
FP&L		1,150.96	1,172.72	1,276.13	1,245.87	2,179.24	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	0.00	15,454.80
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	239.00	0.00	30.00	0.00	0.00	269.00
Elevator Maintenance		304.00	304.00	304.00	304.00	304.00	304.00	0.00	0.00	0.00	312.00	624.00	0.00	2,760.00
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	0.00	5,634.62
Garage Cleaning/Maintenance		1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,450.00	1,598.50	1,450.00	1,450.00	0.00	16,329.50
	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	32,523.74	0.00	345,035.33
	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	27,495.88	0.00	296,609.23

(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

(F:drive/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	78,940.89	0.00	199,431.42
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	20,904.67	0.00	59,671.03
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	26,250.00	0.00	51,750.00
	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	126,095.56	0.00	310,852.45
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	16,779.23	0.00	40,337.83
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	15,440.52	0.00	42,025.35
FP&L		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,850.00	3,800.00	3,800.00	0.00	10,450.00
Revenue Control Equipment Maintanance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	775.00	775.00	775.00	0.00	2,325.00
Armed Guard Revenue Pickup		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450.00	566.67	525.00	0.00	1,541.67
Elevator Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,561.00	0.00	1,561.00
Landscape and Lot Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450.00	164.67	164.67	0.00	779.34
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	3,024.40	0.00	7,605.96
Sanitation (Waste Removal)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	131.25	175.00	168.27	0.00	474.52
Fire Alarm Service		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	180.00	430.00	250.00	0.00	860.00
	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	42,488.09	0.00	107,960.67
	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	83,607.47	0.00	202,891.78

(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	2,828.05	0.00	30,893.43
Revenue-Monthly Permits	480-8000-344595	36,300.00	35,940.00	35,640.00	34,680.00	35,160.00	34,320.00	34,440.00	34,200.00	34,680.00	34,500.00	34,500.00	0.00	384,360.00
	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	37,328.05	0.00	415,253.43
Expenses														
Security Personnel		10,877.14	8,244.21	8,143.74	10,305.98	8,690.43	8,230.10	10,989.83	8,988.60	11,395.97	9,140.34	11,484.72	0.00	106,491.06
Attendant/Cashier Labor		2,639.24	3,696.43	2,477.56	2,507.41	3,984.97	2,718.84	2,631.78	2,989.97	4,430.24	2,897.94	3,182.84	0.00	34,157.22
FP&L		1,539.31	1,459.55	1,341.18	1,510.98	3,178.78	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	0.00	19,865.56
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	217.50	-217.50	0.00	0.00	0.00	0.00	0.00
Elevator Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	536.00	536.00	536.00	536.00	536.00	0.00	2,680.00
Landscape Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	182.00	0.00	0.00	0.00	182.00
Garage Cleaning/Maintenance		1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,796.50	1,796.50	0.00	15,158.00
	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	18,806.02	0.00	178,533.84
	42nd St. PROFIT/(LOSS)	22,027.86	22,916.78	24,009.41	21,545.40	24,060.99	22,656.00	19,576.73	22,188.62	18,021.47	21,194.30	18,522.03	0.00	236,719.59

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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

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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: October 15, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **STATUS REPORT ON THE REHABILITATION PROJECT OF THE EXISTING BUILDING AND THE ADDITION TO FIRE STATION NO. 2**

The improvements being made to Fire Station No. 2 include full historic renovation of the existing facility, and an additional facility that will include apparatus bays and living quarters. Early last calendar year, it was determined that it was necessary to construct two new water tanks and demolish the existing water tank located within the Public Works Yard before the construction on the Fire Station could begin. As a result, the water tanks and related pump station were added to the Jasco Construction Company (Jasco) Construction Manager at Risk Contract. STA Architectural Group (STA) is the architect/engineer (A/E) for the Fire Station components and Camp Dresser & McKee (CDM) is the A/E for the water tanks/pump station components.

Jasco subsequently submitted a Guaranteed Maximum Price (GMP) for the Water Tanks and Pump Station portion of the Project in the amount of $4,840,933, which is within the funding allocation and acceptable to staff. Staff and Jasco negotiated the implementation of the provisos previously stated by the City Commission and completed an Agreement for the Project.

At the Commission meeting of March 19, 2003, a Resolution was presented by the Administration recommending that the GMP for the Water Tanks and Pump Station portion of the Project be accepted on the basis of the amended Agreement and the directions given by the Mayor and City Commission at the February 5, 2003 Commission meeting. The Mayor and City Commission approved the Amendment and awarded the Project to Jasco Construction, Inc., in the amount of $4,840,933 for the Water Tanks and Pump Station portion.

Construction on the Water Tanks and Pump Station Project began on June 9, 2003. Jasco has made good progress on the installations and is currently within schedule. The completion of this portion of the Project is expected in early spring of 2004. In view of the above, the City has begun re-evaluating the previous proposal from Jasco for the Fire Station portion of the Project as previously directed by the City Commission. In addition, the CIP Office commissioned an independent estimate for the Project in order to further facilitate the evaluation of the overall costs for the new Fire Station, including the Emergency Operations Center (EOC) and the renovation of the existing historic building.

Agenda Item B
Date 10-15-03

CIP has completed an evaluation of the Jasco proposal for the Fire Station portion of the Project and has compared it with the independent estimate. In addition, the City has met with the Project's consultant, STA Architectural group (STA) in order to obtain their comments on the proposal and the estimate as well. This evaluation and review includes the suggested value engineering items proposed by Jasco as well as other possible value engineering items. CIP and STA are also examining those items which Jasco has stated are additional to the original scope of the Project at the time it was awarded to them. The review will determine whether these items are valid and if so will allow for decisions to be made on their inclusion in the Project. Some of these items have to do with finishes and furniture, fixture and equipment, but the more important one is the construction of the EOC which was originally not budgeted.

Currently, the City is meeting with Jasco and STA in order to complete the review and evaluation process for all the costs and scope of the Project in order to determine the value of a final Guaranteed Maximum Price (GMP) from Jasco. This GMP will include all items included in the STA contract documents and will be clearly separated according to the different portions of the Project. These portions are the new Fire Station, the historic building renovation, the EOC, and the necessary site work. The City intends to present a recommendation to the City Commission at the second meeting in November or the first meeting in December. This timetable would allow for the construction of the new Fire Station to begin immediately after the completion of the Water Tanks and Pump Station Project in the Spring of 2004.

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COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **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).

Phase I Update

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 recommendation for granting 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 heard by the HPB on September 9, 2003. The HPB approved a motion to recommend to the City Commission that the building be demolished. The vote on the motion was 4 members recommending demolition and 3 members against.

At its meeting of September 10, 2003, the City Commission considered the HPB recommendation and approved a resolution setting a public hearing to consider granting a Certificate of Appropriateness for Demolition. This is the same process utilized by the HPB when it considers the demolition of a historic building. Subsequent to this public hearing, the City Commission is scheduled to discuss and vote on granting the Certificate of Appropriateness for the demolition of the existing Fire Station #4, and provide further direction to the Administration.

Phase II Update

Phase 2 of the project is the design and construction of the new fire station. The Fire Department requested some changes to the design of the proposed new building footprint resulting in an additional 700 square feet in the footprint of the building. On September 9, 2003, the HPB also approved a motion authorizing this revision to the previously approved new building, provided that the final design addresses the recommended requirements of the Planning Department in the Historic Preservation Board Staff Report as well as certain landscaping requirements.

Agenda Item C
Date 10-15-03

The landscaping requirements generally include adding canopy shade trees the length of the project site along the Indian Creek Waterway as well as along the sidewalk along Indian Creek Drive. The HPB also directed that a five foot swale/planting strip be added between the curb and the sidewalk along Indian Creek Drive. This will require the demolition of the existing curb and gutter, which are currently connected to each other, and replacement with the proposed curb, swale, sidewalk configuration. Due to the cost of replacing the existing sidewalk and curb, CIP Staff is requesting HPB to reconsider this specific item at their November 12, 2003 meeting to permit the existing condition to remain and allow the canopy trees to be planted along the western edge of the sidewalk.

The staff recommended items approved by the HPB, in part, include:

1. Glass fenestration shall be incorporated at the south end of the west elevation of the new fire station along the "day room" in a manner to be approved by staff. It is estimated that this will have a negligible impact to the construction cost for the project.

2. An architectural concrete "breeze block" wall shall be incorporated on the west elevation of the new fire station in a manner approved by staff. It is estimated that this will have a negligible impact to the construction cost for the project.

3. The monument to the demolished fire station shall be relocated to a prominent public location on the east side of the subject property (east of the existing pumping station) slightly to the south side of the fire station's original front lawn/vehicle equipment bay driveway area. This component will add an estimated $20,000 to the construction shortfall. The final amount is dependent upon further review by HPB staff.

4. The design, materials, and detailing of the historic monument shall be of museum quality; the monument shall include a historic analysis of the original 69th Street Fire Station (Fire Station #4), inclusive of (a) high quality historic photographic image(s) of the historic structure and site, and a written description of the history and evolution of the original building and site. The Final HPB Order, received in the CIP Office on October 2, 2003, required that the HPB approve the monument Design prior to issuance of the Building Permit for the new building. Since the proposed monument is not presently a part of MC Harry's scope, this provision may not be possible to meet without a delay to the existing schedule. Therefore, CIP Staff will request that HPB amend this requirement to have approval of the design prior to the issuance of a Temporary Certificate of Occupancy at the HPB meeting of November 12, 2003.

5. A significantly revised landscape plan that increases the amount and level of landscaping to the site, including requirements that exterior walkways and driveways be constructed of decorative pavers, a requirement that landscape areas abutting driveways and parking areas be defined by decorative bollards, and a requirement to landscape the 69th Street streetend. These components will add approximately

$205,000 to the construction shortfall. The final number is dependent upon further review by HPB staff.

6. Relocating the backflow valve assembly to another location on the site. It is estimated that this will add approximately $15,000 to the construction shortfall.

It should be noted that the items noted above were not contemplated or consequently budgeted in the current design, so their inclusion will have an impact on the final project budget.

JMG/RSM/TH
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COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: October 15, 2003

From: Jorge M. Gonzalez
City Manager

Subject: **STATUS REPORT ON NORTH SHORE PARK AND YOUTH CENTER PROJECT**

The North Shore Park & Youth Center project is split into three different phases, each with its own completion date. For reference, Phase I is the Ball fields, Phase II is the Tennis Center, and Phase III is the Youth Center. Contractual Substantial Completion dates for Phase I was July 31, 2003, Phase II was July 2, 2003 and for Phase III, August 11, 2003.

The Contractor has made a concentrated effort to complete the work by virtually doubling the work force and working extended hours. Although the Contractor has indicated that he believes he can finish earlier, staff believes that Phase I and II can be substantially complete in November 2003 and Phase III in December 2003. Final completion typically occurs 30 days after Substantial Completion.

The Contractor is presently incurring liquidated damages in the amount of $300 per day per phase, for a total of $900 per day, in accordance with the Contract documents. Staff is tracking progress on a daily basis and is enforcing the Contract with the Contractor as appropriate and applicable. It should be noted that the City's contract set transfers the financial liability for the project to the Contractor. While this serves to limit the City's financial loss or exposure, it also limits the City's ability to direct the Contractor's activities.

A brief summary of each phase appears below.

Phase I

The Baseball Fields were originally scheduled for September 2002 Substantial Completion. However, when Additive Alternate No. 2 (Concession Stand/ Restroom Facility) was not awarded, it became necessary to relocate the electrical distribution system from the proposed Concession Stand to the Tennis Center Maintenance building. This tied the Baseball Field's completion to the Tennis Center, as the electrical needs of the Baseball Field could not be met until power was energized at the Tennis Center. As a result, Substantial Completion was rescheduled for July 2003.

Significant progress has been made with the field's clay, sod and irrigation, all of which should be completed by mid-October 2003. The remaining work encompasses general landscaping, baseball dugouts, batting cages and final inspections. The Contractor has experienced difficulty with maintaining consistent quality, regarding construction activities. This has resulted in remedial work to correct defective work that has been rejected by the Architect of Record. This has adversely impacted the Contractor's ability to meet its contractual timeline. The City has directed the Contractor to produce a recovery schedule and plan to finish the project in a timely fashion.

Agenda Item D
Date 10-15-03

Phase II

The Tennis Center was originally scheduled for a March 2003 Substantial Completion. However, through the course of construction, change orders that increased the scope of work and extended the Contract Time were issued. As a result, Substantial Completion was rescheduled for July 2003.

The Contractor has made significant progress, completing the concrete walkway, shade structures, bathroom fixtures, flooring, cabinetry, ornamental fence and shuffle board courts. The remaining work includes remedial concrete work, general landscaping and final inspections. The Contractor has experienced difficulty with maintaining consistent quality, regarding construction activities. This has resulted in remedial work to correct defective work that has been rejected by the Architect of Record. This has adversely impacted the Contractor's ability to meet its contractual timeline. The City has directed the Contractor to produce a recovery schedule and plan to finish the project in a timely fashion.

Phase III

The Youth Center was originally scheduled for a June 2003 Substantial Completion. However, through the course of construction, change orders that increased the scope of work and extended the Contract Time were issued. As a result, Substantial Completion was rescheduled for August 2003. These change orders were primarily owner requested items that were added as additional funding came available. Many of the items were requested by the North Shore Youth Center Oversight Committee that replaced value engineered items and/or added scope back to the project that was omitted for budget reasons. Errors and omissions on the project have been minimal.

Since the last report, the Contractor has made significant progress with the remedial concrete work, remedial stucco and tile work. The Contractor has now completed all exterior and interior glazing, cabinetry, doors, HVAC, and most of the flooring. Remaining work includes landscaping, Gym floor, restroom fixtures and partitions, general finish work and final inspections.

The current Progress Schedule submitted by the Contractor has Substantial Completion for all three (3) Phases in October 2003, however, even with the increased staffing levels, late November or December 2003 may be more realistic for Phase III. Additionally, since all three (3) Phases are past their contracted Substantial Completion dates and since the Consultant has determined that Liquidated Damages are warranted, the Contractor is currently being assessed damages in the amount of $300.00 dollars per calendar day, per Phase, totaling $900.00 per day.

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CITY OF MIAMI BEACH

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COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: October 15, 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.	Window Tinting	World Auto Tinting Miami-Dade County Contract IB-6214-2	April 2, 2004	At the County's option.

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MDB

Agenda Item E
Date 10-15-03

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Pardue Agenda C: Don Vivian

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OFFICE

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: MAYOR & COMMISSIONERS

CC: JORGE GONZALEZ
CITY MANAGER

MURRAY DUBBIN
CITY ATTORNEY

FROM: RICHARD STEINBERG RLS/Dm
COMMISSIONER

DATE: September 17, 2003

RE: For Your Information- Miami Dade Homeless Trust Board
August 1, 2003 Meeting Minutes

Attached please find the minutes for the August 1, 2003 meeting of the Miami Dade Homeless Trust Board for your information and review.

RLS/dm

Agenda Item F
Date 10-15-03

MIAMI-DADE COUNTY HOMELESS TRUST
TRUST BOARD MEETING MINUTES
AUGUST 1, 2003

The following members were in attendance:

Sergio González, Esq., Vice Chairman
Marylin Rey, for Mayor Alex Penelas, Chair
Ronald L. Book, Esquire
Mark Cooper for Cleveland Bell, III
Carol Todini for Dr. Arthur Fournier
Judge Steven Leifman
Bradley Simon for Joe Arriola,
Robert Koch for Judge Jeffrey Rosinek
Commissioner Richard Steinberg
Ronald L. Book, Esq.
Shelley Llorente
Stephen Alvarez for Danny Alvarez
Gonzálo DeRamón
Kametra Driver
Rondy Johnson
Ben Burton for Dr. Juanita de la Cruz
James V. Parker for Merritt Stierheim

The following persons were in attendance:

Ben Burton
H. Dan Vincent
Howard Rubin
Robert Nichols
Elizabeth Von Werne
Mark Buchbinder
Alan Hart
Roger Soman
Karen Mahar
Josie Diaz
Torquill Smith
Cynthia Johnson-Stacks, Esq.
Alicia Apfel, Esq.
David Raymond
Julie Edwards
César Deville
Terrell Thomas
Jacobs Wilson
Barbara Golphin
Alex Pérez
Maggie Olano

WELCOME AND INTRODUCTIONS

Mr. Sergio González called the meeting to order at 10:37 a.m. and for the record stated that there was a quorum. Self-introductions were made. Mr. González stated that the Executive Committee had just met prior to the Board meeting and that Mr. Book would be delayed in returning therefore he would attempt to discuss the financial items towards the latter part of the meeting. Mr. Gonzalez then proceeded to consider the meeting agenda.

APPROVAL OF MINUTES

Mr. González asked if there were any questions or comments concerning the minutes. Not being any, Mr. Rondy Johnson made a motion for approval of the June 27, 2003 meeting minutes. Ms. Shelley Llorente seconded the motion. The minutes were approved unanimously.

RAINBOW BEGINNING MINISTRIES-JULY STATUS REPORT

By way of introduction David Raymond stated that as directed by the Board to provide an update on the issues related to the contract termination with Rainbow Ministries and the transition of clients from that facility; a full and detailed report is in the meeting package along with other pertinent information for committee's review, including an earlier report dated July 9, 2003 and a current status report that was forward to HUD. David briefly reviewed the attachments and elaborated on significant actions taken in the matter as follows:

- ✓ Terminated contract subsequent to monitoring irregularities
- ✓ Relocated clients
- ✓ Replied to U.S. HUD
- ✓ Inspector General in the process of reviewing all records
    - Has subpoenaed bank records
- ✓ All payments to the agency have been frozen by U.S. HUD and the Trust
- ✓ Mortgage Foreclosure action has been filed

David stated that all the clients were transferred to an appropriate facility/ties. Ms. Johnson-Stacks of the County Attorneys Office stated that legal action has been initiated against Rainbow Ministries; a mortgage foreclosure has been filed and that all necessary steps are being taken to protect the legal and financial interests of the Trust. This is an ongoing process and staff will maintain members abreast of the progress in this process. After a brief discussion, the members accepted the status report. Commissioner Richard Steinberg made a motion ratifying the Executive Committee's approval of the Mortgage Foreclosure action and authority for all legal filings necessary for litigation to protect the position of the Trust at the discretion of the Executive Director and County Attorney. Ms. Johnson-Stacks clarified that this motion also would include any necessary civil actions. Mr. Gonzálo DeRamón seconded the motion. All members present approved the motion set forth unanimously.

FAMILY RESOURCE CENTER, LIBERTY CITY TRANSITION PROJECT

David Raymond provided a chronicle of the City of Miami issues concerning this agency that resulted in the City of Miami filing a motion for a re-hearing after the Third District Court of Appeals ruling upheld the Trial Court's decision of striking the allegations from its complaint and dismissing the plaintiff's complaint as a sham. Ms. Johnson-Stacks clarified further that the City of Miami has thirty (30) days in which to appeal to the Florida Supreme Court; however, that it is unlikely that the Supreme Court will grant Certiorari in this court decision. As outlined in the response to Mr. Garrity of the U.S. HUD Office, that although staff is working with Family Resource Center to meet their funding gap, which is now verbally projected at over 1 million dollars, staff is seeking authority from the Executive Committee to move forward with a competitive procurement process for a change in project sponsor. In addition staff is seeking authority to move forward with any necessary property transfers, contract default provisions, and related potential actions which may be necessary in the transfer of this property and contracts in the event that Family Resource Center declines further development of this project. Staff expressed concern that funds advanced from the State Homeless Housing Assistance Grant may have been spent outside of the scope of the contract. David and Ms. Johnson-Stacks provided clarification concerning the loans, contracts, and exposure to the Trust, including the contract subordination and the current property appraisals for the members and assured staff's diligence in protecting and pursuing the Trust and County's respective rights. Also, that any unused funds would go back to the State if expenses cannot be substantiated. There was further discussion among members and a consensus that this situation should be carefully studied to avoid this type of situation in the future. David stated that one of the solutions to improve oversight of transitional and permanent housing projects would be to re-activate the Housing Committee. Mr. Gonzálo DeRamón, an active Trust Board member, has agreed to Chair this Committee. Ms. Marylin Rey made a motion for staff to proceed with the competitive procurement for change in project sponsor, should Family Resource Center decline further development of the project and authorize the County Attorney to proceed with property transfer, default provisions, and related matters as stated in the

recommendation in the memo and ratifying the Executive Committee's action. Mr. Gonzálo de Ramón seconded the motion. All members present approved the motion set forth unanimously. There were further concerns and discussion raised regarding the funding and the financial position of the Trust and County. Mr. Book directed staff to give Family Resource Center 10 days to respond to the records that have been requested of them. Ms. Johnson-Stacks added that another option that she feels would be productive would be to contact the State and explore if a new project sponsor would change the status of the project.
(Mr. Ron Book joined the meeting at 11:58 a.m.)

HOMELESS TRUST BUDGET 03-04
David Raymond stated that in the meeting package for the review and consideration of the Executive Committee members is the Homeless Trust operational budget for the fiscal year 2003-04, beginning October 1, 2003 through September 30, 2004, which has been approved by the Finance Committee. David stated that staff worked closely with the budget office, the County Manager's Office, the Finance Committee Chair, and CPHI in the preparation of the budget. David announced that César Deville, the Trust's Chief Financial Officer identified an oversight that reduced the reimbursement to the County General Fund by approximately 11%, saving the Trust $20,900 in 2003-04 (monies overpaid will not be returned). David continued, pointing out several items of general interest including the Capital Reserve Fund, the HAC vehicle replacements, the 3% increase for providers, and the 5% increase to CPHI. The CPHI Board has now approved the contribution of $180,000.00 for the implementation of the HMIS.

David explained the County process for the budget approval, the budget format and that the budget is based on 95% of the projected revenue, as required by State guidelines. David continued by detailing the activity based budget format, both Revenue and Expenditures, by funding categories: Administration and Planning, Emergency Beds, Transitional Beds, Advanced Care/Permanent Housing, and Other Services. David stated that certain planning assumptions must be made in the preparation of the budget and that the key factors for these assumptions are earlier current year activities, prior fiscal year-end revenues and expenditures, and trends. David then introduced César Deville to review the attached budget related spreadsheets. Mr. Deville proceeded to provide members a detailed account of the General Departmental Summary sheet in the meeting package wherein the operating budget for revenues and expenditures are broken down by major categories with actual expenses and revenues for 2000-01 and 2001-02, the current budget and the projected 2002-03, and the base budget and preliminary budgets for 2003-04 are listed. The current projected total for FY03-04 budget is $25,048,100.00, with $2,213,800.00 in carryover and $8.1 million in Food and Beverage dollars (not including operating reserve). Due to the CPHI contribution of $180,000.00 for the HMIS, the operating reserve or excess revenue increased from $760,000.00 to $940,000.00, which will be used in FY04-05. This contribution had not been approved by the CPHI Board at the time the budget was presented to the Finance Committee; therefore, this represents a slight increase in the total budget. Aside from this change, the 03-04 budget is not inclusive of other expected revenues and unexpected expenditures. Mr. Deville pointed out that the Tobacco Settlement Trust was reduced by the State from $330,000 to $180,000. However, due to the advocatory efforts of our Finance Chair, Mr. Ron Book, our appropriation was $270,000. The operating administrative cost stands at 5.5% of the overall budget, this is including reimbursements to the County. There is no attrition expected in the Homeless Trust staff or operating expenses. Mr. Deville continued by reviewing the primary activity categories and briefly reviewing the totals.

Mr. Deville then referred to and reviewed an additional spreadsheet of the Food and Beverage funded proposed budget in a format that included expenses by percentages followed by a multiple year projection. David provided members and guests a brief financial analysis for the next few years and reiterated the need to increase mainstream resources and stated that this would be further discussed at the Trust Board meeting. Mr. Deville stated that staff was able to increase the Emergency Housing Temporary Hotel/Motel Voucher Funding from $4,000 to $41,900. However, at the recommendation of Mr. Ron Book, the Finance Chairman and the Finance Committee, staff was directed to explore other resources for an additional $8,100 to bring this total to $50,000. Staff is happy to report, that Mr. Deville was able to increase these funds to the desired amount of $50,000. Additionally, staff will be providing a status report of this service to the Finance Committee quarterly. Mr. Deville continued. Some additional new line items were reviewed. David provided an update on the Air Base initial land clearing cost and maintenance. There was some discussion and several comments among members and guests concerning different administrative, operational, and communication issues; and the important role of the HMIS in adjusting services and funding as needed. In addition, both David and Mr. Deville clarified questions concerning the Capital Reserve fund and the rationale for its present categorization. Mr. Book recognized David and Cesar for their outstanding work in the preparation of the budget. Mr. Book made a motion to approve the 2003-04 Budget as presented. Mr. Mark Cooper seconded the motion. All members present approved motion set forth unanimously. Mr. Gonzalez also recognized the Trust staff for the preparation of the budget and thanked Mr. Book, CPHI and Mr. Vincent for their invaluable contribution.

PRIMARY CARE RFP

David stated that due to expected budgetary constraints, staff is recommended to the Executive Committee that the Primary Care RFP be done with one-year contracts only without extensions. There was a brief dialogue concerning this issue, members considered that perhaps the one-year extensions can be made, but with clear and concise language in large bold print in the RFP at the pre-bid conference that these extensions are contingent upon the financial ability of the Trust and providers' performance as to not create expectations among the applicants. This would protect the Trust legally, reduce the workload and yet provide continuity and flexibility in the process. Additionally, David stated that, staff is recommending that a policy change concerning the under-utilization of funds be established to the effect that pursuant to the RFP, that in future Primary Care contract it states that funds that are being under utilized be transferred to respond to where there is a need and that the contracts provide flexibility to draw down all funds for providers who are over 90% utilization. Commissioner Steinberg stated that there should be the ability to bifurcate these contractual conditions; this could discourage applicants and affect providers. There was some clarification that these would be non-competitive extensions and that the performance elements would also be considered. Mr. Ron Book made a motion to approve the issue set forth with consideration as to Commissioner Steinberg's concerns. Judge Steven Leifman seconded the motion. The motion set forth was approved unanimously

APPLETREE PERSPECTIVES REPORT

Ms. Alicia Apfel provided the highlights of the written report provided in the meeting package wherein she reviewed the pending issues and progress of the projected under development. Additionally, that the Family Resource Center project was an item that was on the meeting agenda and would be discussed in more detail during the course of the meeting.

David expressed gratitude to Mr. Mark Buchbinder of the U.S. HUD office for his assistance in resolving the issues with several projects.

ECONOMIC INDICATOR REPORT

Tax Collection Report for the Most Recent Collection Period: Mr. César Deville reported that there was a 4.29% increase in tax earnings for the month of June 2003 (as compared to the same period last year). The year-to-date actual collection stands at 5.31% greater than the same period last year. Actual revenue collection to date is $6,436,957.

Local, State, and National Unemployment Rates: National average has slightly increased to 6.4% for June. The State average has remained constant at 5.3% in June 2003, for the seventh consecutive month. The Miami-Dade County, unemployment average has slightly increased to 7.7% for the month of June as compared to 7.2% for the previous month.

Utilization Analysis for Homeless Help Line: The Homeless Helpline most current information was not available. An update will be provided at the next meeting. The Helpline received a total of 1,704 calls for the month of April 2003. Total minutes were 3,756 with an average of 2.20 minutes per call.

EXECUTIVE DIRECTOR'S REPORT

CHANNEL 10 NEWSCAST: David reported that channel 10 in reporting on the purpose and accomplishments of the Domestic Violence Oversight Board (DVOB), used the Homeless Trust as a comparison tool and it has raised some concern for staff. David stated that staff was concerned, because the average citizen may not understand this community issue fully, they also may not feel that the money collected is being spent appropriately. Although the Homeless Trust was viewed in a positive light, this gave rise to Commissioner Martinez to issue a memorandum to the County Manager asking for a full investigation of not only the DVOB activities, but of all County Advisory Boards and to enact stricter guidelines of all County Boards. There were several comments among members and a consensus that this issue merits careful vigilance of staff and providers. In addition there was some discussion concerning the Homeless Trust ordinance, conflict of interest issues, and the impact of a "global ordinance." However, it was also agreed that a defensive position may hurt the interest of the Trust.

HOUSING COMMITTEE RE-ACTIVATION: David stated that in an effort to improve transitional and permanent housing projects staff is seeking to re-activate the Housing Committee. Additionally, that Mr. Gonzálo DeRamon, during a recent meeting with him, has volunteered to chair this committee. Mr. DeRamón possess valuable expertise in the area of housing development, tax credits, among others. David announced that he will be contact the South Dade Services and Housing Coalition, the Miami Coalition for the Homeless, the Providers Forum, and other parties for inclusion on this committee so that the appropriate memo may be sent to Mayor Penelas.

STATE GRANTS: David stated that there has been a reduction in State funding. Julie, Barbara, Alicia, and David are currently working on the application submissions. One is due on the 9th and the other on the 30th.

HMIS: David announced that there may be a demonstration of the new HMIS on August 19, 2003 at 10 a.m. on the 17th Floor. When staff receives room confirmation a notice will be sent to this effect. This is open to everyone. Any further information, please contact the Homeless Trust Office.

HOMELESS TRUST STAFF: David Raymond introduced Mr. Alex Pérez, the new Contact Officer that that was hired to fill Barbara Golphin's recently vacated position. Mr. Perez has extensive experience in homeless contracts and is considered to be valuable addition to the staff. Ms. Terrell Thomas will now be taking a more full time role of all site-monitoring activities. She has created an annual schedule to assist in this endeavor for the upcoming year. Ms. Terrell's

extremely thorough methodology will prove to be an asset to the administrative role of the Trust.

10 Year Plan: Staff will be meeting with Mr. Ben Burton to work on some strategies for the 10 Year Plan to End Homelessness. David briefly highlighted some of the top strategies.

Creation of Invoicing Work Group: Scheduled with providers in an effort to improve the invoicing process to better meet the needs of provider needs. For further information, please contact the Homeless Trust Office.

Road to Independence Act: David announced that the Department of Children & Families will provide training for all homeless provider staff. The training will be geared towards assisting providers in accessing benefits for these foster care children to avoid burdening the homeless system.

Privatization of Medicaid: David stated that the Agency for Health Care Administration and Department of Children & Families is changing the behavioral health system by making it a capitated system-no more fee for service. Match funding for providers may be impacted. The Public Health Trust will be bidding to be an administrative service organization. The Homeless Trust has also presented to DCF a cost center for supportive housing through Medicaid with wrap-around services. Hopefully, this will be approved and signed by the governor.

Revenue Maximization: David stated that he and Wendy Wiegman are co-chairing this Alliance for Human Services Committee and the focus of this committee has shifted from child welfare to the adult population. Opportunities to leverage County funds to draw down additional Federal and State funds will be explored.

Mr. Gonzalez inquired if there was any further business, questions, or comments. With no further business, Mr. Book made a motion to adjourn the meeting. Mr. Cooper seconded the motion. The meeting was adjourned at 12:22 p.m.

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Sergio González, Esquire
Vice-Chairman

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