City of Miami Beach - City Commission Meeting
Commission Chambers, 3rd Floor, City Hall
1700 Convention Center Drive
March 17, 2004

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

City Manager Jorge M. Gonzalez
City Attorney Murray H. Dubbin
City Clerk Robert E. Parcher

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ATTENTION ALL LOBBYISTS

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

REGULAR AGENDA

R5 - Ordinances

R5A An Ordinance Amending Chapter 6, "Alcoholic Beverages," Of The Code Of The City Of Miami Beach, Florida, By Amending Sections 6-40 And 6-41 "Total Nudity And Sexual Conduct Prohibited," And "Provisions Pertaining To Establishments Permitting Partial Or Total Nudity," To Allow Establishments Licensed As Alcoholic Beverage Establishments To Offer Partial And Total Nude Adult Entertainment; Providing For Codification, Repealer, Nonseverability, And An Effective Date.
10:30 a.m. Second Reading, Public Hearing (Page 192)
(Planning Department)
(Continued from February 4, 2004)

R5 - Ordinances (Continued)

R5B An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Chapter 118, "Administration And Review Procedures," Article II, "Boards," Division 5, "Board Of Adjustment," Section 118-131, "Membership," Amending The Membership Of The Board Of Adjustment To Conform To The Recently Adopted Charter Amendment Expanding The Board From Five To Seven Regular Voting Members And Removing Ex-Officio Members From The Board; And Section 118-136, "Powers And Duties," Amending The Voting Requirement To Approve Matters Coming Before The Board From 4/5 To 5/7; Providing For Repealer, Severability, Codification And An Effective Date. **10:45 p.m. Second Reading, Public Hearing** (Page 209)

(Planning Department)
(First Reading on February 25, 2004)

R5C An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article IV, "Supplemental Yard Regulations," Division 4, "Allowable Encroachments," By Amending Section 142-1132 To Establish Revised Standards For The Installation Of Fences In Multi-Family Residential Districts; Providing For Repealer, Codification, Severability And An Effective Date. **11:00 a.m. Second Reading, Public Hearing** (Page 216)

(Planning Department)
(First Reading on February 25, 2004)

R5D An Ordinance Amending The Land Development Regulations Of The Miami Beach City Code; Amending Section 118-593, "Historic Preservation Designation"; Amending Section 118-593(E), "Delineation On Zoning Map"; Amending Section 118-593(E)(2), "Historic Preservation Districts (HPD)" By Designating The North Beach Resort Historic District, Consisting Of A Certain Area Which Is Generally Bounded By The Southern Lot Lines Of 6084 Collins Avenue, 6261 Collins Avenue, And 210-63rd Street To The South, The Center Line Of 71st Street To The North, The Center Line Of Collins Avenue And The Western Lot Lines Of Certain Properties Fronting On Collins Avenue To The West (Including 6084 Collins Avenue And 6300 Collins Avenue), And The Erosion Control Line Of The Atlantic Ocean To The East (Excluding 6605 Collins Avenue), As More Particularly Described Herein; Providing That The City's Zoning Map Shall Be Amended To Include The North Beach Resort Historic District; Adopting The Designation Report Attached Hereto As Appendix "A"; Providing For Inclusion In The Land Development Regulations Of The City Code, Repealer, Severability, And An Effective Date. **5:01 p.m. Second Reading, Public Hearing** (Page 225)

(Planning Department)
(Continued from February 25, 2004)

R5E An Ordinance Amending The Land Development Regulations Of The Miami Beach City Code; Amending Chapter 142, "Zoning Districts And Regulations"; Amending Section 142-1161, "Height Regulation Exceptions"; Amending Section 142-1161(D), "Rooftop Additions" By Modifying The Prohibition Of Rooftop Additions Of More Than One Story In The North Beach Resort Historic District; Providing For Codification, Repealer, Severability, And An Effective Date. **5:02 p.m. Second Reading, Public Hearing** (Page 254)

(Planning Department)
(First Reading on February 25, 2004)

R5 - Ordinances (Continued)

R5F Signs For Vertical Retail Centers
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 138, Entitled "Signs," By Amending Article VI, Entitled "Specific Use Signs," By Creating Section 138-205 To Establish Regulations And Criteria For Signs For Vertical Retail Centers; Providing For Inclusion In The City Code; Providing For Repealer, Severability And An Effective Date. **First Reading** (Page 269)
(Planning Department)

R7 - Resolutions

R7A A Resolution Approving On First Reading/Public Hearing, In Accordance With The Requirements Of Sections 163.3220 - 163.3243, Florida Statutes, Also Referred To As The Florida Local Government Development Agreement Act; A Proposed Development Agreement Between The City Of Miami Beach And AR&J Sobe, LLC (a/k/a Potamkin/Berkowitz) For The Development Of The Project, Presently Referred To As "5th And Alton", Containing Approximately 179,000 Square Feet Of Retail Area And A Supermarket And An Approximate 943 Space Parking Garage Facility, Including An Intermodal/ Transportation Component, An Integrated Parking Garage, Vertical Transportation, Ramps, Ventilation, Etc., And Surrounding Streetscape And Public Infrastructure To Serve The Project, Bounded By Lenox Avenue On East, Alton Road On West, 6th Street On North And 5th Street On The South, In Miami Beach And Setting The Second Public Hearing. **2:00 p.m. First Public Hearing** (Page 277)
(City Manager's Office)

R7B A Resolution To Ratify A Three Year Labor Agreement Between The City Of Miami Beach And The International Association Of Firefighters, For The Period From October 1, 2003 Through September 30, 2006, And Authorize The Mayor And City Clerk To Execute The Agreement. (Page 284)
(Labor Relations)

R7C A Resolution To Ratify A Three Year Labor Agreement Between The City Of Miami Beach And The Fraternal Order Of Police, For The Period From October 1, 2003 Through September 30, 2006, And Authorize The Mayor And City Clerk To Execute The Agreement. (Page 347)
(Labor Relations)

R7 - Resolutions (Continued)

R7D Concession Agreements With The Market Company, Inc. (Page 412)

1. A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Concession Agreement By And Between The City Of Miami Beach And The Market Company, Inc., For The Management And Operation Of A Street Market In That Portion Of The Espanola Way Public Right-Of-Way, Between Washington Avenue And Drexel Avenue; Said Agreement Having An Initial Term Of One (1) Year, Commencing On April 1, 2004, And Expiring On March 31, 2005, With An Option To Renew, At The City's Sole Discretion, For An Additional One Year Term, Subject To The Terms Provided In The Agreement.

2. A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Concession Agreement By And Between The City Of Miami Beach And The Market Company, Inc., For The Management And Operation Of A Green Market In That Portion Of The Lincoln Road Public Right-Of-Way, Between Drexel Avenue And Lenox Avenue; Said Agreement Having An Initial Term Of One (1) Year, Commencing On April 1, 2004, And Expiring On March 31, 2005, With An Option To Renew, At The City's Sole Discretion, For An Additional One Year Term, Subject To The Terms Provided In The Agreement.

3. A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Concession Agreement By And Between The City Of Miami Beach And The Market Company, Inc., For The Management And Operation Of A Street Market In That Portion Of The Rue Vendome Public Right-Of-Way, Between 71st Street And Normandy Drive; Said Agreement Having An Initial Term Of One (1) Year, Commencing On April 1, 2004, And Expiring On March 31, 2005, With An Option To Renew, At The City's Sole Discretion, For An Additional One Year Term, Subject To The Terms Provided In The Agreement.

(Economic Development)

(Memorandum and Resolutions to be Submitted in Supplemental)

R9 - New Business and Commission Requests

R9A Board and Committee Appointments. (Page 415)
(City Clerk's Office)

R9A1 Appointment To The General Obligation Bond Oversight Committee. (Page 421)
(City Clerk's Office)

R9B(1) Dr. Stanley Sutnick Citizen's Forum. (1:30 p.m.) (Page 423)
R9B(2) Dr. Stanley Sutnick Citizen's Forum. (5:30 p.m.)

R9C Discussion Regarding Implementing A Trust Fund To Help The Family In Financial Distress Of Late Co-Worker Joseph Johnson. (Page 425)
(Requested by Commissioner Luis R. Garcia, Jr.)
(Deferred from February 25, 2004)

R9 - New Business and Commission Requests (Continued)

R9D Discussion Regarding Possible Settlement Of M/A-Com, Inc. V. City Of Miami Beach And Motorola, Inc., Case No. 03-10254 CA 15, 11th Jud. Circuit Court; 3DCA Case No. 3D03-3235 And 3DCA Case No. 3D04-298, Third District Court Of Appeal Of Florida. (Page 427)
(City Attorney's Office)
(Documents in Legal to be Submitted)

R9E Presentation And Discussion Regarding The Final Report On The Mayor's Blue Ribbon Panel On Structural Integrity Of Historic Buildings. (Page 429)
(Requested by Mayor David Dermer)

R9F Discussion Regarding A Proposed Second Amendment To The Interlocal Cooperation Agreement Dated June 21, 1996 Between Miami-Dade County And The City Of Miami Beach. (Page 473)
(City Manager's Office)

R10 - City Attorney Reports

R10A Notice Of Closed Executive Session. (Page 490)
Pursuant To Section 286.011, Florida Statutes, A Closed Executive Session Will Be Held During Lunch Recess Of The City Commission Meeting On March 17, 2004 In The City Manager's Large Conference Room, Fourth Floor, City Hall, To Discuss Pending Litigation On The Following Case:

M/A-COM. Inc., A Florida Corporation Vs. City Of Miami Beach, Florida, A Florida Municipal Corporation And Motorola, Inc., A Delaware Corporation. Eleventh Judicial Circuit, General Jurisdiction, Case No. 03-10254 CA 15

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 And Deputy City Attorney Jean Olin.

Reports and Informational Items

A City Attorney's Status Report. (Page 493)
(City Attorney's Office)

B Parking Status Report. (Page 497)
(Parking Department)

C Status Report On The Rehabilitation Project Of The Existing Building And The Addition To Fire Station No. 2. (Page 535)
(Capital Improvement Projects)

D Status Report On The Rehabilitation Project Of Fire Station No. 4. (Page 537)
(Capital Improvement Projects)

E Informational Report To The Mayor And City Commission, On Federal, State, Miami-Dade County, And All Existing City Contracts For Renewal Or Extensions In The Next 180 Days. (Page 539)
(Procurement)

F Presentation And Update On The Visitor And Convention Authority (VCA). (Page 541)
(Tourism & Cultural Development)

G Non-City Entities Represented By City Commission:
1. Minutes From The February 10, 2004 Performing Arts Center Trust (PACT) Board Meeting, The February 9, 2004 PACT Executive Committee Meeting, The February 6, 2004 Construction Committee Meeting, And Agenda For The Upcoming Meeting On March 9, 2004. (Page 543)
(Requested by Commissioner Matti Herrera Bower)

H Presentation By Greater Miami Convention & Visitors Bureau. (Page 559)
(Convention Center)

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

2004 CITY COMMISSION AND REDEVELOPMENT AGENCY MEETINGS

January 14 (Wednesday)

February 4 (Wednesday) February 25 (Wednesday)

March 17 (Wednesday)

April 14 (Wednesday)

May 5 (Wednesday) May 26 (Wednesday)

June 9 (Wednesday)

July 7 (Wednesday) July 28 (Wednesday)

August City Commission in Recess – NO MEETINGS

September 8 (Wednesday)

October 13 (Wednesday)

November 10 (Wednesday)

December 8 (Wednesday)

R5
ORDINANCES

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

An ordinance amending the City Code Sections 6-40 and 6-41 to permit the sale of alcoholic beverages in totally nude adult establishments.

Issue:

The City Code does not permit the sale of alcoholic beverages in adult establishments that permit total nudity.

It is important to note that any alcoholic beverage establishment or restaurant with entertainment and an occupancy load of 200 persons or more will be required to obtain a Conditional Use Permit as a Neighborhood Impact Establishment pursuant to Section 142-1361. Conditional Use Permits are granted by the Planning Board at a public hearing, at which parties in interest and citizens have an opportunity to be heard.

Item Summary/Recommendation:

The Administration recommends that the City Commission endorse the recommendation of the Planning Board, as the local planning agency charged with advising the Commission on land use issues, and social and economic resources and problems.

Advisory Board Recommendation:

October 28, 2003, **Planning Board**: a motion was made to make a recommendation to the City Commission that although the Board is in favor of permitting the sale of alcoholic beverages in totally nude adult entertainment establishments, it strongly recommends against adoption of the proposed ordinance at this time; instead, the Board recommends that the ordinance be continued so that staff can address a number of issues,

January 27, 2004, **Planning Board:** a motion was made and approved unanimously 7-0 to ask the City Commission, knowing that although the Commission has already acted on first reading regarding the alcohol and nudity ordinance, to address the issues raised by the Board. Otherwise delay action on approving the ordinance, and if the Commission so wishes, the Board will address and finalize those items not addressed.

February 24, 2004 **Planning Board**: as requested by the City Commission at its February 4, 2004 meeting, a special discussion session was held. Public testimony was received for and against the issue; the majority of the testimony was opposed to the sale of alcohol in adult entertainment establishments, and to the proposed ordinance. After lengthy discussion a motion was made and seconded, and unanimously approved (6-0, one member absent) to recommend to the City Commission not to adopt the ordinance as drafted. The Board expressed the following comments and concerns:

- The expansion of the hours from the current operating hours starting at 6:00 p.m. to starting time of12 noon.
- Lap dancing
- Grandfathering of existing sign and not having a process for review of all signage associated with such clubs.
- No demonstrable benefit from expanding from partial nudity to total nudity and if any benefit, it is greatly outweighed by societal cost.
- Monopolistic aspect of the ordinance and the fact that it does not have rational criteria for judging expansion or proposed expansion of similar uses.
- No defined set of rules of operation for the establishment and criteria to judge other people that want to engage in similar operation.

December 9, 2003 **Community Affairs Committee**: a motion was made to recommend to the City Commission the Ordinance reviewed by the Planning Board, and additionally to prohibit patrons under 21 years of age unless a full kitchen is provided and operated.

The Commission on the Status of Women Committee: a motion passed 12-4 to allow alcoholic beverages to be served only from 6 p.m. - 5 a.m. and, that the City Commission limit the number of these types of establishments located within the City.

Financial Information:

Source of Funds:		Amount	Account	Approved
Finance Dept.	Total			

City Clerk's Office Legislative Tracking:

Mercy Lamazares/Jorge Gomez/Gary Held

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	CUC	

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AGENDA ITEM R5A

DATE 3-17-04

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: March 17, 2004

From: Jorge M. Gonzalez
City Manager

Second Reading

Subject: **Sale of Alcohol in Nude Establishments**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 6, "ALCOHOLIC BEVERAGES," OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING SECTIONS 6-40 AND 6-41 "TOTAL NUDITY AND SEXUAL CONDUCT PROHIBITED," AND "PROVISIONS PERTAINING TO ESTABLISHMENTS PERMITTING PARTIAL OR TOTAL NUDITY," TO ALLOW ESTABLISHMENTS LICENSED AS ALCOHOLIC BEVERAGE ESTABLISHMENTS TO OFFER PARTIAL AND TOTAL NUDE ADULT ENTERTAINMENT; PROVIDING FOR CODIFICATION, REPEALER, NONSEVERABILITY, AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission endorse the recommendation of the Planning Board as the local planning agency charged with advising the Commission on land use issues, and social and economic resources and problems.

BACKGROUND

At the July 2, 2003 meeting of the City Commission, this item was referred to the Planning Board for its review and comment. The City Commission also expressed the sentiment that they were generally in agreement with the serving of alcohol in totally nude adult establishments, but cited concerns such as controlling proliferation, hours of operation, security, and a kitchen component. The Commission also requested that the Planning Board's recommendation be referred to the Community Affairs Committee for further discussion. The Commission expressed concerns regarding unintended consequences that could not be foreseen at this time and requested that the Planning Board discuss the issues of touching performers, lap dancing, signage, hours of operation, distance separation, kitchen, size of the club, and gratuity, among others.

The Commission also had a lengthy discussion relative to the quality of these venues and that if the sale of alcoholic beverages is going to be permitted in totally nude clubs, they should be elegant, not sleazy; and that one of the criteria should be the issue of security. The Commission believed that there has to be sufficient security provided to insure that the laws are observed. They also requested to include in the ordinance a provision which

states that if the law is violated, willfully or wantonly, the privilege of having this type of establishment would be revoked.

ANALYSIS

It is important to note that any alcoholic beverage establishment or restaurant, with an occupancy load of 200 persons will be required to obtain a Conditional Use Permit pursuant to Section 142- 1361 of the City Code, which states:

> For the purpose of this division, the following terms, phrases and words shall have the meaning given in this section:
>
> Entertainment means any live show or live performance or music amplified or non-amplified. Exceptions: Indoor movie theater; big screen television and/or background music, amplified or non-amplified, played at a volume that does not interfere with normal conversation.
>
> Neighborhood impact establishment means:
>
> (1) An alcoholic beverage establishment or restaurant, not also operating as an entertainment establishment or dance hall (as defined in section 114-1), with an occupant content of 300 or more persons as determined by the chief fire marshal; or
>
> (2) An alcoholic beverage establishment or restaurant, which is also operating as an entertainment establishment or dance hall (as defined in section 114-1), with an occupant content of 200 or more persons as determined by the chief fire marshal.

The Conditional Use process requires an application to appear before the Planning Board at a public hearing, at which parties in interest and citizens have an opportunity to be heard. Approximately 15 days prior to the public hearing date, a description of the request, and the time and place of such hearing is posted on the property and advertised in a paper of general paid circulation in the community. Notice is also given by mail to the owners of record of land lying within 375 feet of the property. In reviewing an application for a neighborhood impact establishment, the Planning Board is required to apply supplemental review guidelines criteria as listed in Section 142-1362 of the City Code in addition to the standard review guidelines for conditional uses.

Should an applicant not agree with the determination or believes that an error has been made by an administrative official in the enforcement of the Land Development Regulations of the City Code with regard to the determination of the use of a property as an outdoor entertainment establishment, open air entertainment, neighborhood impact establishment, or after-hours dance hall, Section 142-1363 of the City Code specifies that such appeal shall be to the Zoning Board of Adjustment

* * *

As requested by the Commission, the issue of the sale of alcoholic beverages in totally nude establishments has been discussed by various committees. The following is a summary of those discussions.

Planning Board Review

The Planning Board discussed the matter at its October 28, 2003 meeting. After a lengthy discussion a motion was made to make a recommendation to the City Commission that although the Board is in favor of permitting the sale of alcoholic beverages in totally nude adult entertainment establishments, it strongly recommends against adoption of the proposed ordinance at this time; instead, the Board recommends that the ordinance be continued so that staff can address a number of issues:

- Should the sale of alcoholic beverages in totally nude adult establishments happen only in very large venues or smaller venues that may be easier to regulate.
- What kind of amenities would be offered.
- How many – concentration within an area – strict standards on concentration. There is a need to develop objective criteria with greater flexibility in terms of type of establishment and strong restrictions as to location and concentration.
- Compatibility within underlying zoning and adjacent residential neighborhoods and schools.
- What will the clubs look like – make the facilities better looking.
- Legal has new material that should be carefully evaluated to create a stronger legal base for any ordinance the City may adopt.
- Address the issue of sex parity in the treatment of female and male performers.

The motion was approved 5-0.

At the January 27, 2004 meeting, the Planning Board made a motion to ask the City Commission, knowing that although the Commission has already acted on first reading regarding the alcohol and nudity ordinance, to address all the issues raised by the Board. Otherwise delay action on approving the ordinance, and if the Commission so wishes, the Board will address and finalize those items not addressed. The motion was approved unanimously 7-0.

At the February 24, 2004 Planning Board, as requested by the City Commission at its February 4, 2004 meeting, the Board held a special discussion session. There was testimony from the public for and against the issue, but the majority of the testimony was opposed to the sale of alcohol in adult entertainment establishments, and to the ordinance that is being proposed. The Board members had a lengthy discussion after which a motion

was made and seconded, and unanimously approved (6-0, one member absent) to recommend to the City Commission not to adopt the ordinance as drafted. The Board expressed the following comments and concerns:

- The expansion of the hours from the current operating hours starting at 6:00 p.m. to starting time of12 noon.
- Lap dancing
- Grandfathering of existing sign and not having a process for review of all signage associated with such clubs.
- No demonstrable benefit from expanding from partial nudity to total nudity and if any benefit, it is greatly outweighed by societal cost.
- Monopolistic aspect of the ordinance and the fact that it does not have rational criteria for judging expansion of proposed expansion of similar uses.
- No defined set of rules of operation for the establishment and criteria to judge other people that want to engage in similar operation.

Nightlife Industry Task Force ("Nite")

At its October 1, 2003 meeting, the following comments were made:

- David Kelsey raised issues regarding the requirement to have a full service restaurant, which is required in all establishments that have partial nudity.

- Roman Jones expressed concerns on how this ordinance amendment will create added competition with existing nightclubs, particularly large venues.

- Steve Polisar asked if the NITE findings can be expressed to the Planning Board.

- Size of venue that this would enable would become a major competitor with Crobar and other venues.

- Proliferation of venues raises a concern.

- Both sexes should not be discriminated.

- Mark Levanthal recommended a restriction that no patron dancing should be permitted so that this does not become a nightclub with patrons dancing with nude dancers.

- An additional discussion item concerns the ability for an establishment with total nudity that maintains a full-service restaurant may have all ages.

- David Wallack felt that NITE should not compare importance of this legislation vs. other legislation but recognize the City pushed business away.

- Roman Jones/Steve Polisar requested if impact establishments will still need Planning Board approval if they have a minimum of 250 seats. Steve Polisar suggested that it may not compete.

Commission On The Status Of Women Committee

At its meeting on October 14, 2003, the Committee approved the following motion by a vote of 12 in favor and 4 opposed:

> The Commission on the Status of Women is opposed to the objectification of women, but recognizes women's rights to make their own choices, be autonomous and earn a living wage.
>
> The Committee therefore requests the following restrictions to the proposed Ordinance for the benefit of these women and the children of our community:
>
> 1. Alcoholic beverages be served only from 6 p.m. – 5 a.m. and,
>
> 2. That the City Commission limit the number of these types of establishments located within the City.

Community Affairs Committee

At its December 9, 2003 meeting, a motion was made to recommend to the City Commission the Ordinance reviewed by the Planning Board, additionally to prohibit patrons under 21 years of age unless a full kitchen is provided and operated.

Commissioner Cruz will provide guidance to the proponent of the Ordinance regarding a modification to the sign. Any changes to the signs shall be approved by the Historic Preservation Board or the Design Review Board depending on which Board has jurisdiction.

* * *

In order to facilitate the discussion, the following matrix is a summary of the adult entertainment regulations currently existing in nearby communities:

COMPARATIVE MATRIX OF ADULT ENTERTAINMENT REGULATIONS

Jurisdiction	Permitted	Regulations	Liquor	Hours	Distance	Variance For distance	Appeals
Miami-Dade Co.	In IU-1 (industrial)	Total nudity, no sexual activity in premises; viewing rooms open at all times; & others	Yes; only from 8 am to 4 am week Days; Sundays beer only from 10 am to 4 am following Monday; other alcoholic beverages on Sunday from 5p to 4a following Monday	Everyday all patrons off premises by 5 am	1000' from schools, church, park, public library child day care center ; 1200 from similar use; 750 from residential		Board of Co. Comm.
Aventura	B3 district (heavy business, semi-industrial), as Cond. Use	Total nudity, no touching by patrons	Not stated	None stated	1000' from schools, church, park, library, day care center; 1000' from ea. other; 660 feet from residential		
Hialeah	In districts where book , video stores, movie theaters and nightclubs are permitted	Total nudity; no physical contact with anyone on the premises; no prostitution or solicitation, & others	Permitted in nude clubs	None stated	1000' from similar use; 500' from schools, child care, church, residential zoning or classified as such in FLUM	By City Council approval	
Village of Key Biscayne	Not permitted		Not permitted				
Miami	Not specified	Not specified	Not specified	None stated	1000' from residential, school or park	No	

Jurisdiction	Permitted	Regulations	Liquor	Hours	Distance	Variance For distance	Appeals
Miami Beach	In commercial districts only	Prohibitions: Dancing or simulating sexual activity with anyone on the premises; shall be at least 3' from a patron; private rooms; conversation with patrons on the premises prior to, during or after a performance; prostitution or solicitation.	Not permitted in totally nude establishments		300' from residential; 300' from churches, schools, park or playground; 1000' from similar use.	Zoning Board of Adjustment	
North Miami	In M-1 (industrial)	No private viewing rooms;	Prohibited in adult entertainment establishments		500' from similar use, residential, house of worship, park, or school	No	Circuit Court
North Miami Beach	B-5 – medium industrial	Prohibits total nudity where alcoholic beverages are served. No lap dancing, private performance touching allowed.	Not permitted in totally nude establishments	Not allowed to provide services between the hours of 2 a.m. and 9 am any day of the week	1000' from religious institution, educational institution; 500' from residential; 1000' from parks; 200' from alcoholic beverage establish.		City Council
Broward Co.	Planned commercial and industrial centers	No lap dancing; no sexual activity; no touching below the neck and above the knee; no private performance		Shall be closed between the hours of 2:00 a.m. and 8:00 am on all days	1000' from similar use, place of worship, child care center, educational facility; 500' from residential.		

Jurisdiction	Permitted	Regulations	Liquor	Hours	Distance	Variance For distance	Appeals
Orlando		Not specified. No one under 17 allowed on the premises.	No alcoholic beverages permitted where adult entertainment is permitted	Not specified	1000' from another adult ent. use, religious institution, public park, school or library; residential zoning district; any alcoholic beverage establishment for on-site consumption	To City Council upon review and recommendation from BOA	
Jacksonville	Subject to general requirements of the building and fire code. Zoning district is not specified.	Prohibitions: private rooms; adult motion picture, entertainment or nude booths; blocking of any room or threshold by doors curtains, drapes or other obstructions unless the room is a sanitary facility or an adult motion picture theater in which movies are shown on a screen.. No minors under the age of 18 allowed within the premises.	Alcoholic beverages prohibited in nude or seminude entertainment establishments . Findings and intent by Council for the regulations prohibiting alcoholic beverages in adult establishments .	Adult entertainment facilities shall not be open between 2:00 a.m. and noon.			

Jurisdiction	Permitted	Regulations	Liquor	Hours	Distance	Variance For distance	Appeals
Key West	In HRCC -1 (Duval Street Gulfside) and HRCC-3 (Duval Street Oceanside)	Permitted only in those specified zoning districts.	Permitted	None specified	200 feet from other adult entertainment establishment, public park, playground, public or private school, religious worship place, publicly owned bldgs., any alcoholic beverage establish.	None specified	County circuit court
Tampa		No one under 18 permitted; no one in the establishment is permitted to display or expose any specified anatomical area or engage in any specified sexual activity. Requires posting a sign notice advising of the acts which are prohibited.	Not permitted	not identify	Could not identify	not identify	not identify

The ordinance under review proposes the following:

1. The sale of alcoholic beverage in totally nude entertainment establishments.

2. The minimum building size of the alcoholic beverage establishment permitting partial or total nudity shall be 7,000 square feet.

3. The minimum number of seats in alcoholic beverage establishment with total or partial nudity entertainment shall be no less than 250.

4. Patron age restriction as specified in Section 6-5 of the City Code.

5. Signs subject to the review and approval of the Design Review or Historic Preservation Boards, whichever has jurisdiction.

6. Hours of operation shall be from noon to 5:00 a.m.

7. Lap dancing would be permitted.

8. Total nudity would be permitted only while performing on stage.

It should be noted that distance separation is addressed both in the City Code and the State Statutes.

CITY COMMISSION ACTION

At the January 14, 2004 meeting, the Commission approved the proposed ordinance on first reading and requested that the City Attorney's office research the following issues:

1. Can the minimum age be raised from 18 to 21 regardless of the patron age ordinance?

   Constitutional law requires that there must be evidence to support an important or substantial governmental interest in excluding adults from adult entertainment establishments, and in the absence of such evidence, adults between the ages of 18 and 21 may not be so excluded. See Essence, Inc. v. City of Federal Heights, 285 F.3d 1272 (10th Cir. 2002), and State v. Café Erotica, Inc., 500 S.E. 2d 574 (Ga. 1998). Insofar as the State of Florida has established that persons 18 years of age and older are considered adults for purposes of the obscenity statutes, see Section 847.001(1), Florida Statutes, such persons cannot constitutionally be excluded from adult entertainment establishments, without the evidence referenced above. The patron age ordinance, excluding persons under the age of 21 from establishments that sell alcohol is a permitted exception to this rule. Gary v. City of Warner-Robins, Georgia, 311 F.3d 1334 (11th Cir. 2002).

2. Have there been any challenges to the State statute establishing the 2500 feet distance separation from schools, section 847.0134, Florida Statutes?

   The Florida Attorney General's Office reports that there have not been any challenges to this statute as of January 20, 2004.

3. What standards apply to determine the validity of regulations on the location of adult entertainment uses in the City?

The U.S. Eleventh Circuit Court of Appeals has opined that adult businesses must be given a reasonable opportunity to locate, and that the number of sites available for adult businesses under a new zoning regime must be greater than or equal to the number of businesses in existence at the time the new zoning regime takes effect. Whether a zoning ordinance leaves open ample alternatives for communication is resolved on a case by case basis, considering factors such as a community's population and size, the acreage available to adult businesses as a percentage of the overall size, the location of available sites, the number of adult businesses already in existence, and the number of adult businesses wanting to operate in the community in the future. That Court has not adopted "a bright line rule" to determine the validity of an ordinance, but considers the above in its evaluation of ordinances presented to it for review. Fly Fish, Inc. v. City of Cocoa Beach, 337 F.3d 1301 (11th Cir. 2003).

The Commission also requested that the Administration check the crime level at this area and compare it to the crime rate in other areas of the City. A preliminary report from the Police Department reveals that in 2003 some 1,400 incidents were reported in the 1500 block of Washington Avenue. These incidents include everything from traffic violations to serious assault charges. The Police Department's records indicate that only 38 incidents (or less than 3%) were attributable to Club Madonna's address. Furthermore, none of the 38 incidents were determined as serious by representatives of the Police Department.

At the February 4, 2004 meeting, the City Commission referred the proposed ordinance to the Planning Board for further discussion. The result of that discussion is listed on Pages 3 and 4 of this memorandum.

CONCLUSION

Pursuant to Section 2.05 of the City Charter, a proposed ordinance may be read by title or in full on at least two separate dates and shall, at least ten days prior to adoption, be noticed once in a newspaper of general circulation in the municipality.

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 6, "ALCOHOLIC BEVERAGES," OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING SECTIONS 6-40 AND 6-41 "TOTAL NUDITY AND SEXUAL CONDUCT PROHIBITED," AND "PROVISIONS PERTAINING TO ESTABLISHMENTS PERMITTING PARTIAL OR TOTAL NUDITY," TO ALLOW ESTABLISHMENTS LICENSED AS ALCOHOLIC BEVERAGE ESTABLISHMENTS TO OFFER PARTIAL AND TOTAL NUDE ADULT ENTERTAINMENT; PROVIDING FOR CODIFICATION, REPEALER, NONSEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Code of the City of Miami Beach, as permitted by state law, contains various restrictions on the sale of alcoholic beverages within the City; and

WHEREAS, Sections 6-40 and 6-41 of the Code restrict the sale of alcoholic beverages by persons maintaining, owning, managing or operating an establishment permitting partial or total nudity; and

WHEREAS, the City Commission recognizes the need to provide sufficient opportunity for patrons of businesses in the City to compete with other venues that afford alcoholic beverage establishments offering partial or total nude adult entertainment; and

WHEREAS, in the interest of improving the efficiency of allowing certain alcohol beverage establishments to offer partial and total nude adult entertainment, it is recommended that an ordinance amendments be adopted; and

WHEREAS, this ordinance accomplishes the purposes set forth above.

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

SECTION 1. That Chapter 6, entitled "Alcoholic Beverages," of the Code of the City of Miami Beach, Sections 6-40 and 6-41, entitled "Total nudity and sexual conduct prohibited" and "Provisions pertaining to establishments permitting partial or total nudity," are hereby amended to read as follows:

Sec. 6-40. Total nudity and sexual conduct prohibited.

(a) It shall be unlawful for any person maintaining, owning, managing or operating an alcoholic beverage establishment to knowingly, or with reason to know, suffer or permit total nudity or sexual conduct to occur on the premises of that alcoholic beverage establishment, except as provided herein.

(b) It shall be unlawful for any person, while on the premises of an alcoholic beverage establishment, to expose to public view those portions of anatomy defined as total nudity, or engage in any sexual conduct, except as provided herein.

(c) An adult entertainment establishment permitting live total nudity under an active occupational license may obtain an alcoholic beverage license, provided, it complies with all state, county, and municipal requirements.

Sec. 6-41. Provisions pertaining to establishments permitting partial or total nudity.

(a) *Location generally.* No alcoholic beverage establishment permitting partial or total nudity is permitted on a parcel of land located:

(1) Within 300 feet of any district designated as RS, RM, or RPS on the city's official zoning district map;

(2) Within 300 feet of any parcel of land upon which a house of worship, school, public park or playground is located; or

(3) Within 1,000 feet of any parcel of land upon which another adult entertainment establishment is located.

A hotel with a minimum of 300 units shall be exempt from subsections (a)(1), (2) and (3) of this section.

(b) *Location, mandatory requirements.*

(1) The minimum building size of the alcoholic beverage establishment permitting partial or total nudity shall be ~~8,000~~ 7,000 square feet.

(2) An alcoholic beverage establishment permitting partial or total nudity shall have no less than 250 seats.

(3) ~~An alcoholic beverage establishment permitting partial or total nudity shall have a full-service restaurant and kitchen on-site, offering a complete menu during the operating hours of the establishment~~. Patron age restriction shall be enforced as specified in Section 6-5.

(4) Parking required for an alcoholic beverage establishment permitting partial or total nudity shall be a minimum of one space per three seats, all of which shall be located on-site, except as provided in Chapter 130 .

(5) An alcoholic beverage establishment permitting partial or total nudity shall have no exterior signage ~~describing or depicting the activities regulated by this article taking place within the premises~~ depicting any nudity, and permitted signs shall be subject to the review and approval of the Historic Preservation Board or Design Review Board, whichever by law has jurisdiction.

(6) Partial or total nudity in alcoholic beverage establishments shall occur only between the hours ~~of 8:00 p.m. and 4:00 a.m.~~ of noon and 5:00 a.m.

The minimum distance separation shall be measured by following a straight line from the main entrance or exit in which partial or total nudity associated with an alcoholic beverage establishment occurs to the nearest point of the property designated as RS, RM, or RPS on the city's official zoning district map or used for house of worship, school, or public park or playground. In cases where a minimum distance is required between an alcoholic beverage establishment permitting partial or total nudity, and another adult entertainment establishment, the distance separation shall be determined by measuring a straight line between the principal means of entrance of each use.

(c) *Prohibited activities.* No person shall own, operate, manage, work or perform, at any alcoholic beverage establishment permitting partial or total nudity on the premises unless the following mandatory requirements are observed therein:

(1) Persons engaged in displaying partial or total nudity are prohibited from ~~dancing or~~ simulating sexual activity with any patron, spectators, employee or other person on the premises. Lap dancing shall not be considered a violation of this ordinance.

(2) No person shall engage in the display or exposition of partial or total nudity except while the person is positioned at least three feet from a patron, except for lap dancing as permitted herein. It shall not be a violation of this section for touching of a performer or dancer while partially or totally nude by a patron for the sole purpose of providing a gratuity.

(3) No person maintaining, owning, or operating such an establishment shall suffer or permit the construction, maintenance or use of areas partitioned or screened from public view and public areas that are designed to be occupied or are commonly occupied alone or together by any person or persons on the premises of such establishment for private performances involving the display or exhibition of partial or total nudity.

(4) No person on the premises of such establishment shall be permitted to use or to be present in areas partitioned or screened from public view and public areas that are designed to be occupied together or alone by any person or persons on the premises of such establishment for the display or exhibition of partial or total nudity.

(5) ~~No partially totally nude person who performs in the establishment shall be permitted to converse with patrons regarding any prohibited activity while on the premises prior to, during or after a performance.~~ Performers may be totally nude only while performing on stage, except that performers may be topless while performing lap dances. Otherwise, performers shall not be topless or totally nude.

(6) Prostitution or solicitation for prostitution as defined in the F.S. 768.01 shall not occur on the premises.

(7) There shall be no sale or use of controlled substances as defined in F.S. 893.02(4) on the premises.

(d) *Compliance with codes, standards.* The establishment shall be in compliance with all applicable fire, property maintenance and building codes at all times. If a building is an historic structure as defined in section 114-1, it shall conform with the secretary of the interior's standards for historic places.

(e) *Department reports.* A certificate of use or occupational license shall not be issued until the city manager, or his designee receives reports from the city's police, fire, building services and code compliance departments that the above regulations have been complied with.

(f) *Variances.* Variances to the provisions of subsections (a) and (b) of this section may be granted pursuant to the procedure in section 118-351 et seq.

SECTION 2. REPEALER.

All ordinances or parts of ordinances and all sections 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. NONSEVERABILITY.

It is the intention of the City Commission that all provisions of this Ordinance are integral to and dependent upon all other provisions thereof, and thus if any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be severable from the portion declared invalid. In the event any portion of this ordinance shall be finally determined invalid by a court of competent jurisdiction, the City Code provisions in effect prior to the effective date hereof shall automatically be reinstated.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and ADOPTED this _____ day of _____, 2004.

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 12-18-03
Date

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

An Ordinance amending Chapter 118, "Administration And Review Procedures," amending the membership of the Board Of Adjustment to conform to the recently adopted Charter Amendment expanding the Board from five to seven regular voting members and removing ex-officio members from the Board; and amending the voting requirement to approve matters coming before the Board from 4/5 To 5/7 votes.

Issue:

The proposed ordinance will codify the question placed on the November 2003 ballot for public referendum, which was approved by a majority of the voters.

Item Summary/Recommendation:

The proposed ordinance will codify the question placed on the November 2003 ballot for public referendum, which was approved by a majority of the voters.

The Administration recommends that the City Commission adopt the proposed as amended on second reading.

Advisory Board Recommendation:

At the January 27, 2004 meeting of the Planning Board, a motion was made and seconded recommending that the City Commission adopt the proposed ordinance. The vote was 6-0 (one member absent).

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Mercy Lamazares / Jorge G. Gomez

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R5B

DATE 3-17-04

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: March 17, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **Board of Adjustment membership**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE II, "BOARDS," DIVISION 5, "BOARD OF ADJUSTMENT," SECTION 118-131, "MEMBERSHIP", AMENDING THE MEMBERSHIP OF THE BOARD OF ADJUSTMENT TO CONFORM TO THE RECENTLY ADOPTED CHARTER AMENDMENT EXPANDING THE BOARD FROM FIVE TO SEVEN REGULAR VOTING MEMBERS AND REMOVING EX-OFFICIO MEMBERS FROM THE BOARD; AND SECTION 118-136, "POWERS AND DUTIES," AMENDING THE VOTING REQUIREMENT TO APPROVE MATTERS COMING BEFORE THE BOARD FROM 4/5 TO 5/7; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

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

ANALYSIS

One of the recommendations of the Charter Review Committee to the City Commission was to change the Board of Adjustment membership from five to seven members. The City Commission approved this recommendation and placed this question on the November 2003 ballot for public referendum, which was approved by a majority of the voters. The attached ordinance reflects the changes approved.

Section 1 of the proposed ordinance changes the membership of the BOA from five to seven members, removes the Planning Director and the Public Works director as ex-officio members and clarifies the existing language of the membership categories. Section 2 changes the voting requirement to approve any action of the board from a

4/5ths to a 5/7ths vote to approve any variance request. All other provisions contained in Chapter 118, Division 5, "Board of Adjustment," remain unchanged.

PLANNING BOARD ACTION

At the January 27, 2004 meeting of the Planning Board, a motion was made and seconded recommending that the City Commission adopt the proposed ordinance. The vote was 6-0 (one member absent).

CITY COMMISSION ACTION

At the February 25, 2004 meeting, the Commission approved the proposed ordinance on first reading and requested a minor modification; that modification is that five members will be appointed from any of the categories listed in the Charter and two members can be appointed at-large.

CONCLUSION

Pursuant to Section 118-164(3), when a request to amend these Land Development Regulations does not change the actual list of permitted, conditional or prohibited uses in a zoning category, the proposed ordinance may be read by title or in full on at least two separate days and shall, at least ten days prior to adoption, be noticed once in 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 an affirmative vote of five-sevenths of all members of the City 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, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE II, "BOARDS," DIVISION 5, "BOARD OF ADJUSTMENT," SECTION 118-131, "MEMBERSHIP", AMENDING THE MEMBERSHIP OF THE BOARD OF ADJUSTMENT TO CONFORM TO THE RECENTLY ADOPTED CHARTER AMENDMENT EXPANDING THE BOARD FROM FIVE TO SEVEN REGULAR VOTING MEMBERS AND REMOVING EX-OFFICIO MEMBERS FROM THE BOARD; AND SECTION 118-136, "POWERS AND DUTIES," AMENDING THE VOTING REQUIREMENT TO APPROVE MATTERS COMING BEFORE THE BOARD FROM 4/5 TO 5/7; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Charter Review Committee recommended that the City Charter be amended to change the composition of the Board of Adjustment; and

WHEREAS, the City Commission placed the question for voter consideration; and

WHEREAS, on November 4, 2003 the voters approved the above amendment to the Charter; and

WHEREAS, this ordinance amendment is required in order to effectuate the recently amended Special Related Acts of the City Charter.

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

SECTION 1. That Section 118-131 "Membership," is hereby amended as follows:

The Board of Adjustment shall be ~~comprised~~ composed of ~~five~~ seven voting members. ~~and two ex-officio members. The two ex-officio members shall not have voting privileges and their presence shall not be counted for the determination of a quorum~~. ~~The ex-officio members are the planning and zoning director and public services director~~. ~~The remaining five~~ The seven voting members shall consist of one from each of the following categories and two citizens at-large: ~~members shall consist of the following~~: ~~One member shall be appointed from each of the following professions or callings:~~ Law, architecture, engineering, real estate development, certified public accounting, financial consultation and general business. The members representing the professions of law, architecture, engineering and public accounting shall be duly licensed by the state; the member

by the state; the member representing general business shall be of responsible standing in the community. Members shall be appointed for a term of one year by a five-sevenths vote of the city commission. Members of the board must be either residents of or have their principal place of business in the city.

SECTION 2. That Section 118-136, "Powers and duties," is hereby amended as follows:

(a) The board of adjustment shall have the following powers and duties:

(1) To hear and decide appeals when it is alleged that there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of these land development regulations with the exception of appeals pursuant to section 118-197 and section 118-262. In the event of an administrative appeal to the board of adjustment, the planning ~~and zoning~~ director may engage the services of an attorney for the purpose of representing the administrative officer who made the decision that is the subject of the appeal.

In exercising this power, the board of adjustment, may upon appeal, reverse or affirm, wholly or partly, the order, requirement, decision, or determination, and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of ~~four~~ <u>five</u> members of the board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official or to decide in favor of the applicant on any matter upon which the board is required to pass under these land development regulations.

(2) To authorize, upon application such variance from the terms of these land development regulations as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of a provision of these land development regulations would result in unnecessary and undue hardship. <u>An affirmative vote of 5/7ths of all members of the board shall be necessary to approve any variance request.</u>

(b) The board of adjustment shall serve as the city's floodplain management board and shall have the authority to exercise all powers and perform all duties assigned to such board pursuant to section 54-31 et seq. and Resolution No. 93-20698, and in accordance with the procedures set forth therein as such ordinance and resolution may be amended from time to time.

<u>SECTION 3. REPEALER.</u>

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

SECTION 4. CODIFICATION.

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

SECTION 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

_____ 3-11-09
City Attorney Date

First Reading:
Second Reading:

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

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

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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, March 17, 2004, at 10:30 a.m.,** to consider the following:

at 10:45 a.m.:
AN ORDINANCE AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE II, "BOARDS," DIVISION 5, "BOARD OF ADJUSTMENT,"SECTION 118-131, "MEMBERSHIP," AMENDING THE MEMBERSHIP OF THE BOARD OF ADJUSTMENT TO CONFORM TO THE RECENTLY ADOPTED CHARTER AMENDMENT EXPANDING THE BOARD FROM FIVE TO SEVEN REGULAR VOTING MEMBERS AND REMOVING EX-OFFICIO MEMBERS FROM THE BOARD; AND SECTION 118-136, "POWERS AND DUTIES,". AMENDING THE VOTING REQUIREMENT TO APPROVE MATTERS COMING BEFORE THE BOARD FROM 4/5 TO 5/7; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE

at 11:00 a.m.:
AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE IV, "SUPPLEMENTAL YARD REGULATIONS," DIVISION 4, "ALLOWABLE ENCROACHMENTS," BY AMENDING SECTION 142-1132 TO ESTABLISH REVISED STANDARDS FOR THE INSTALLATION OF FENCES IN MULTI-FAMILY RESIDENTIAL DISTRICTS; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

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

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of this ordinance are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk
City of Miami Beach

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

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

Ad #250

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

An Ordinance establishing revised standards for the installation of fences on properties in multi-family residential zoning districts, which are located within historic districts.

Issue:

Codifying appropriateness review procedures for fences in multi-family zoning districts, located within historic districts, in order to evaluate the location of fences within front yards to assure adequate buffering from the sidewalk.

Item Summary/Recommendation:

The Administration recommends approving the Ordinance on Second Reading.

Advisory Board Recommendation:

The subject Ordinance was reviewed by the Historic Preservation Board on August 12, 2003 and by the Land Use and Development Committee on May 9, 2003; the Planning Board transmitted the Ordinance with a favorable recommendation on September 30, 2003. The City Commission approved the subject Ordinance on First Reading on February 25, 2004.

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Jorge Gomez or Tom Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM RSC

DATE 3-17-04

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: March 17, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **Fences**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS", ARTICLE IV, "SUPPLEMENTAL YARD REGULATIONS", DIVISION 4, "ALLOWABLE ENCROACHMENTS", BY AMENDING SECTION 142-1132 TO ESTABLISH REVISED STANDARDS FOR THE INSTALLATION OF FENCES IN MULTI-FAMILY RESIDENTIAL DISTRICTS; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends approving the Ordinance on Second Reading.

ANALYSIS

Currently, the City Code requires Certificate of Appropriateness review for new fences located within a locally designated historic district or site; such review is based upon the applicable Certificate of Appropriateness review criteria in the City Code (See Attached Exhibit "A"). Upon review of new applications for perimeter fences, Planning Department Staff apply the attached criteria in order to determine an appropriate setback for a fence. In some instance a 2' – 4' setback from the sidewalk is required, in order to provide an adequate buffer between the fence and the sidewalk. In other instances, a fence may be permitted to be installed along a property line fronting a sidewalk, if the building is located close to the property line and if adequate landscape is placed behind the proposed fence.

The proposed Ordinance clarifies this existing procedure, in order to assure compatibility with the existing streetscape and sidewalk.

The Historic Preservation Board reviewed the proposed ordinance on August 12, 2003 and recommended its approval and the Land Use and Development Committee reviewed the proposed ordinance on May 9, 2003 and also recommended its approval. On September 30, 2003 the Planning Board voted to transmit the proposed Ordinance Amendment to the City Commission with a favorable recommendation. The City Commission approved the subject Ordinance on First Reading on February 25, 2004.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the proposed Ordinance Amendment.

Pursuant to Section 118-164(4) of the City Code, an affirmative vote of five-sevenths shall be necessary in order to enact any amendments to the Land Development Regulations.

JMG/CMC/JGG/TRM

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EXHIBIT "A"
Certificate of Appropriateness Review Criteria Applicable to Fences

1. Evaluation of the compatibility of the physical alteration or improvement with surrounding properties.

2. In determining whether a particular application is compatible with surrounding properties the general design, scale, massing and arrangement of the proposed improvement, as well as the relationship of the size, design and siting of the improvement, to the landscape of the district.

3. The examination of architectural drawings for consistency with the criteria stated below, with regard to the aesthetics, appearances, safety, and function of any new or existing structure, public interior space and physical attributes of the project in relation to the site, adjacent structures and properties, and surrounding community. The historic preservation board and planning department shall review plans based upon the below stated criteria and recommendations of the planning department may include, but not be limited to, comments from the building department. The criteria referenced above are as follows:

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.

b. 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.

c. 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.

FENCES

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS", ARTICLE IV, "SUPPLEMENTAL YARD REGULATIONS", DIVISION 4, "ALLOWABLE ENCROACHMENTS", BY AMENDING SECTION 142-1132 TO ESTABLISH REVISED STANDARDS FOR THE INSTALLATION OF FENCES IN MULTI-FAMILY RESIDENTIAL DISTRICTS; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach continually seeks to update and clearly define the requirements of the Land Development Regulations of the Code of the City of Miami Beach as they pertain to supplemental regulations in the City's Historic Districts; and

WHEREAS, the City of Miami Beach has adopted regulations pertaining to the installation of fences; and,

WHEREAS, The City of Miami Beach desires to refine, clarify, expand and enhance existing procedures and requirements for the installation of fences within historic districts in order to ensure that the scale, context and character of the City's local historic districts is retained and preserved; and,

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

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 IV, "Supplemental Yard Regulations", Division 4, "Allowable Encroachments" of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 142-1132. Fences.

(h) Fences, walls, and gates. Regulations pertaining to materials and heights for fences, walls and gates are as follows:

(1) All districts except I-1:

a. Within the required front yard, fences, walls and gates shall not exceed five feet. The height

may be increased up to a maximum total height of seven feet if the fence, wall or gate is set back from the front property line. Height may be increased one foot for every two feet of setback. For properties zoned multi-family and located within a locally designated historic district or site, fences shall be subject to the Certificate of Appropriateness review procedure, and may be approved at the administrative level.

b. Within the required rear or side yard, fences, walls and gates shall not exceed seven feet, except when such yard abuts a public right-of-way, waterway or golf course, the maximum height shall not exceed five feet.

c. All surfaces of masonry walls and wood fences shall be finished in the same manner with the same materials on both sides to have an equal or better quality appearance when seen from adjoining properties. The structural supports for wood fences, walls or gates shall face inward toward the property.

d. Chainlink fences are prohibited in the required front yard, and any required yard facing a public right-of-way or waterway (except side yards facing on the terminus of a dead end street in single-family districts) except as provided in this section and in section 142-1134.

e. Chainlink fences may be erected to surround vacant lots or vacant buildings to minimize the possibility of the property becoming a dumping area. Such fence shall be permitted on a temporary basis for a period not to exceed one year and subject to its removal prior to the issuance of a certificate of use or a certificate of occupancy for a main permitted use on the property. In the architectural district, such a fence shall be vinyl coated.

f. Barbed wire or materials of similar character shall be prohibited.

g. Vacant lots in the CD-1, CD-2, CD-3, C-PS1, C-PS2, C-PS3, C-PS4, RM-1, RM-2, RM-3, R-PS1, R-PS2, R-PS3, R-PS4, RM-PS1, and MXE districts must be secured against motor vehicle entry at all entry points by a chain, hedge, fence, or other such material approved by the planning and zoning director.

(2) In I-1 light industrial districts, within the front, rear or side yard a fence shall not exceed seven feet, excluding barbed wire or materials of similar character. Barbed wire or materials of similar character shall be elevated seven feet above grade and be angled towards the interior of the lot. The combined height of a wall or fence plus barbed wire or materials of similar character shall not exceed nine feet. Vacant lots in the I-1 district must be secured against motor vehicle entry at all entry points by a chain, hedge, fence or other such material approved by the planning and zoning director.

(3) For government facilities in GU and CCC districts, a fence surrounding the property may be located on the property line, not to exceed six feet in height. The height may be increased up to a maximum total height of eight feet if the fence is set back one foot from the property line, subject to design review approval; fence(s) shall be constructed in a manner such that there is substantial visibility through the fence.

SECTION 2. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made 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 3. REPEALER.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

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 1-27-04 Date

First Reading:
Second Reading:

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

Underscore denotes new language
01/09/2004

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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, March 17, 2004, at 10:30 a.m.**, to consider the following:

at 10:45 a.m.:
AN ORDINANCE AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE II, "BOARDS," DIVISION 5, "BOARD OF ADJUSTMENT,"SECTION 118-131, "MEMBERSHIP," AMENDING THE MEMBERSHIP OF THE BOARD OF ADJUSTMENT TO CONFORM TO THE RECENTLY ADOPTED CHARTER AMENDMENT EXPANDING THE BOARD FROM FIVE TO SEVEN REGULAR VOTING MEMBERS AND REMOVING EX-OFFICIO MEMBERS FROM THE BOARD; AND SECTION 118-136, "POWERS AND DUTIES," AMENDING THE VOTING REQUIREMENT TO APPROVE MATTERS COMING BEFORE THE BOARD FROM 4/5 TO 5/7; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE

at 11:00 a.m.:
AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE IV, "SUPPLEMENTAL YARD REGULATIONS," DIVISION 4, "ALLOWABLE ENCROACHMENTS," BY AMENDING SECTION 142-1132 TO ESTABLISH REVISED STANDARDS FOR THE INSTALLATION OF FENCES IN MULTI-FAMILY RESIDENTIAL DISTRICTS; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

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

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of this ordinance are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk
City of Miami Beach

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

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

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

Second Reading Public Hearing - Proposed Designation of the North Beach Resort Historic District

Issue:

The Administration is requesting that the Mayor and City Commission consider the proposed designation of the North Beach Resort Historic District.

Item Summary/Recommendation:

Adopt the proposed amending ordinance on second reading public hearing by designating the North Beach Resort Historic District with the modified boundaries adopted by the City Commission on January 14, 2004.

It is important to note that zoning-in-progress for the review of major additions and alterations as well as new construction for any property within the proposed historic district by the Historic Preservation Board has expired. The review of these projects reverted to the Design Review Board on March 2, 2004. However, the zoning-in-progress for the review of demolition for any property within the proposed historic district by the Historic Preservation Board remains in place until final action is taken by the Mayor and City Commission.

Advisory Board Recommendation:

On August 12, 2003, the Historic Preservation Board approved a motion (6 to 1) to recommend approval of the North Beach Resort Historic District with modifications.

On December 2, 2003, the Planning Board approved a motion (5 to 0; 2 absences) to recommend approval of the North Beach Resort Historic District with modifications to the boundaries as suggested by the Planning Department staff.

On December 10, 2003, the Mayor and City Commission adopted a resolution to schedule a first reading public hearing on January 14, 2004, to consider the proposed designation of the North Beach Resort Historic District.

On January 14, 2004, the Mayor and City Commission approved the designation (6 to 1) of the North Beach Resort Historic District with modifications to the boundaries on first reading public hearing and scheduled the second reading public hearing for February 4, 2004.

On February 4, 2004, the Mayor and City Commission approved a motion to continue the second reading public hearing of the North Beach Resort Historic District until the February 25, 2004, meeting in order to consider the proposed rooftop addition companion ordinance for the district at the same public hearing.

On February 25, 2004, the Mayor and City Commission approved a motion to continue the second reading public hearing of the North Beach Resort Historic District until the March 17, 2004, meeting in order to consider the proposed rooftop addition companion ordinance for the district at the same public hearing.

City Clerk's Office Legislative Tracking:

William H. Cary, Assistant Planning Director; Shannon M. Anderton, Senior Planner

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM RSD

DATE 3-17-04

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: March 17, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **SECOND READING PUBLIC HEARING – HISTORIC DESIGNATION**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE MIAMI BEACH CITY CODE; AMENDING SECTION 118-593, "HISTORIC PRESERVATION DESIGNATION"; AMENDING SECTION 118-593(E), "DELINEATION ON ZONING MAP"; AMENDING SECTION 118-593(E)(2), "HISTORIC PRESERVATION DISTRICTS (HPD)" BY DESIGNATING THE NORTH BEACH RESORT HISTORIC DISTRICT, CONSISTING OF A CERTAIN AREA WHICH IS GENERALLY BOUNDED BY THE SOUTHERN LOT LINES OF 6084 COLLINS AVENUE, 6261 COLLINS AVENUE, AND 210-63RD STREET TO THE SOUTH, THE CENTER LINE OF 71ST STREET TO THE NORTH, THE CENTER LINE OF COLLINS AVENUE AND THE WESTERN LOT LINES OF CERTAIN PROPERTIES FRONTING ON COLLINS AVENUE TO THE WEST (INCLUDING 6084 COLLINS AVENUE AND 6300 COLLINS AVENUE), AND THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN TO THE EAST (EXCLUDING 6605 COLLINS AVENUE), AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING THAT THE CITY'S ZONING MAP SHALL BE AMENDED TO INCLUDE THE NORTH BEACH RESORT HISTORIC DISTRICT; ADOPTING THE DESIGNATION REPORT ATTACHED HERETO AS APPENDIX "A"; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission adopt the proposed amending ordinance on second reading public hearing by designating the North Beach Resort Historic District with the modified boundaries adopted by the City Commission on January 14, 2004.

It is important to note that zoning-in-progress for the review of major additions and alterations as well as new construction for any property within the proposed historic district by the Historic Preservation Board has expired. The review of these projects reverted to the Design Review Board on March 2, 2004. However, the zoning-in-progress for the review of demolition for any property within the proposed historic district by the Historic Preservation Board remains in place until final action is taken by the Mayor and City Commission.

BACKGROUND

On May 4, 1998, the Historic Preservation Board directed staff to proceed with research and prepare a preliminary evaluation and recommendation relative to identifying and proposing historic

designation protection to areas, sites, and structures along the Collins Avenue corridor north of the National Register Historic District. The Planning Department has intensively researched the areas along the Collins Avenue corridor, including Indian Creek Drive, Harding Avenue, and the cross streets from 22nd Street to 87th Terrace, as well as the Lake Pancoast multi-family residential neighborhood due west of the lake; staff developed six volumes of historical documentation.

On January 31, 2001, the City Commission unanimously approved the designation (7 to 0) of the Collins Waterfront Historic District. A major portion of the Collins Avenue corridor is included in this historic district, which extends from 22nd Street to the new relocated center line of 44th Street.

In October and December of 2001, the Planning Department received three separate letters of request from Randall Robinson, member of the Historic Preservation Board; Michael Kinerk, Chairman of the Miami Design Preservation League; and Leonard Wien, Chairman of the Urban Arts Committee; to place an item on the agenda of the Historic Preservation Board at their next available meeting. This item of request was for the Historic Preservation Board to consider directing the Planning Department to prepare a preliminary evaluation and recommendation report relative to the possible designation of a portion of Collins Avenue, generally from 6084 Collins Avenue to the center line of 72nd Street, as a local historic district.

On December 11, 2001, the Historic Preservation Board unanimously approved a motion (7 to 0) to direct the Planning Department to proceed with research and prepare a preliminary evaluation report with recommendations regarding the possible designation of this new historic district. Further, the Board modified the boundaries of the proposed historic district because it was believed that preservation protection in North Beach might best be conducted in a series of phases. These phases would be prioritized according to those areas which contain significant concentrations of historic buildings and possess a threat of demolition. The proposed historic district is the second phase of the expanded preservation protection process along the Collins Avenue corridor and the first phase in North Beach.

Following the December 11, 2001, meeting, staff identified that the Harding Hotel, located at 210-63rd Street (also known as 6077 Indian Creek Drive), was inadvertently omitted from the boundaries of the proposed historic district in the notice of public hearing. A revised public notice was then distributed which clearly showed the possible inclusion of the Harding Hotel within the boundaries of the proposed historic district. At its February 12, 2002, meeting, the Historic Preservation Board approved a motion (6 to 1) to include the Harding Hotel within the boundaries of the proposed historic district.

The proposed historic district (as represented in the preliminary evaluation and recommendation report) is generally bounded by the southern lot lines of 6084 Collins Avenue, 6261 Collins Avenue, and 210-63rd Street to the south, the center line of 71st Street to the north, the center line of Collins Avenue and the western lot lines of certain properties fronting on Collins Avenue to the west (including 6084 Collins Avenue, 6300 Collins Avenue, 6490 to 6498 Collins Avenue, and 6574 to 6650 Collins Avenue), and the erosion control line of the Atlantic Ocean to the east.

On February 12, 2002, the Historic Preservation Board reviewed the preliminary evaluation and recommendation report prepared by the staff of the Planning Department regarding the designation of the proposed North Shore Resort Historic District, and they found the structures and sites located within the boundaries of the proposed historic district to be in compliance with the criteria for designation listed in Sections 118-591 through 118-593 in the Land Development Regulations of the City Code. The Board unanimously approved a motion (7 to 0) to direct staff to prepare a designation report and schedule a public hearing relative to the designation of this new historic

district. At the same meeting, the Board approved a motion (7 to 0) to change the name of the proposed district from the North Shore Resort Historic District to the North Beach Resort Historic District. This amendment was made in response to the North Beach Development Corporation, who requested that the district name be revised in order for it to be consistent with their strategic plan of neighborhood identities in North Beach.

On April 17, 2002, the Planning Department hosted a courtesy public workshop at the Shane Watersports Center at 6500 Indian Creek Drive. The focus of the community workshop was to discuss the possible historic designation of the proposed North Beach Resort Historic District. Approximately 40 persons were in attendance at the meeting. A City Commissioner and two members of the Historic Preservation Board were also present to observe the public workshop. A presentation was made by the Planning Department, which included: a description of the boundaries of the proposed historic district, an overview of the historic designation process, the historical and architectural background of the proposed historic district, the effects of historic designation on the individual property owner, and an overview of the role of historic preservation in the economic and architectural revitalization of North Beach.

Following the presentation, staff conducted a public question and answer discussion session in order for local citizens to express their views and relay their concerns prior to the historic designation hearing of the Historic Preservation Board on April 24, 2002. Serious concerns were raised by local citizens about the pending designation of the North Beach Resort Historic District. Several issues expressed at the public workshop included the following: the current conditions and general quality of the architecture of the buildings within the proposed historic district; whether much of the existing construction has exceeded its functional usefulness and should be replaced with modern structures that meet today's Florida Building Code and programmatic requirements; the inclusion of the 63rd Street flyover as a contributing mid-20th century engineering structure in the proposed historic district; more regulatory flexibility in addressing modern business and technical needs; and the potential development of a companion ordinance to address special conditions in this area, such as the need for on-site and off-site parking, the introduction of oceanfront balconies, and the construction of rooftop additions more than one story in height. Additional comments and concerns expressed at the public workshop that were not specifically related to the historic designation evaluation criteria included: the removal of the 63rd Street flyover and the reconstruction of the 63rd Street and Collins Avenue intersection; traffic congestion and the limited availability of parking in the area; a desire for a decrease in hotel and entertainment uses in the area and an increase in residential uses; the possible hindrance of economic development in the area due to historic designation; and the need for the development of a master plan for North Beach that includes an analysis relative to the possible historic designation of the area.

On April 24, 2002, the Historic Preservation Board discussed the possible designation of the North Beach Resort Historic District with staff, individual property owners, and other interested members of the public. In light of the significant concerns expressed at the April 17, 2002, courtesy public workshop, the Board approved a motion to continue the designation public hearing of the proposed North Beach Resort Historic District until a later date.

On February 11, 2003, the Historic Preservation Board approved a motion to extend by six months the time frame for the Planning Department to continue its research and complete the designation report for the proposed North Beach Resort Historic District. Under advice from legal counsel, this extension of time was formally ratified by the Board at its March 11, 2003, meeting following a courtesy notice of public hearing.

On August 4, 2003, the Planning Department hosted a second courtesy public workshop in the First Floor Conference Room at City Hall. There were approximately 28 persons in attendance at the meeting, including property owners, staff, and other interested parties. Following the presentation of the proposed historic district by staff, there was a public question and answer discussion.

The following comments and concerns were expressed at the second courtesy public workshop: the amount of available FAR and the development potential for the contributing property sites in the proposed historic district; the possible negative effects from potential and previously approved development projects in the area on concurrency management, emergency evacuation procedures, and the general quality of life; the impact on the availability of affordable housing with the recent trend toward demolition of older buildings and the construction of new upscale, less affordable condominium buildings; the potential removal of the 63rd Street flyover and reconstruction of a 63rd Street and Collins Avenue grade-level intersection; traffic congestion and the limited availability of parking in the area; the inclusion of certain buildings in the proposed historic district, such as the Monte Carlo and Carillon Hotels, may prolong their current poor conditions; the amount of flexibility for alterations to contributing buildings on their elevations facing the street versus the oceanfront; and a request for the designation of additional historic districts in North Beach to preserve the area's special architectural character. Overall, there appeared to be a consensus of general support for the designation of the proposed North Beach Resort Historic District at this second courtesy public workshop. No strong objections were presented against designation.

On August 12, 2003, the Historic Preservation Board approved a motion (6 to 1) to recommend approval of the North Beach Resort Historic District with two modifications. First, the district boundaries were modified to exclude the Forde Ocean Apartments at 6605 Collins Avenue and the Broadwater Beach Apartments at 6490-6498 Collins Avenue. Second, the contributing properties located on the west side of Collins Avenue from the Rowe Motel at 6574-6600 Collins Avenue north to the center line of 67th Street were reclassified. These properties retained contributing status for the first (easternmost) 20 feet of their respective sites; however, the remaining portions of the properties to the west were changed to noncontributing. (See attached **Map 1A** for historic district boundaries as recommended by the Historic Preservation Board on August 12, 2003.)

At the same meeting, the Historic Preservation Board expressed its agreement with staff that significant flexibility be retained in the development regulations for the proposed North Beach Resort Historic District in order to permit the type of quality redevelopment necessary to stimulate the economic growth of the area. The Board approved the preparation of a companion ordinance amendment for rooftop additions in the district for presentation to the Planning Board and City Commission along with the designation report. Currently, the Land Development Regulations of the City Code would only permit certain existing buildings in the district a one story rooftop addition with a maximum floor to ceiling height of 12 feet.

On November 12, 2003, the Planning Department presented the proposed rooftop addition companion ordinance to the Historic Preservation Board for discussion purposes along with the amended Special Review Guidelines in the North Beach Resort Historic District Designation Report (see **Section XI**). The Board expressed no concerns. On December 9, 2003, the Board approved separate motions (6 to 0; 1 absence) to recommend approval of the proposed rooftop addition companion ordinance as well as the amended Special Review Guidelines for the district. The proposed ordinance amendment, as recommended by the Historic Preservation Board, would modify the restrictions on rooftop additions to allow certain existing buildings of six or more stories to have a two story rooftop addition with a maximum floor to floor height of 12 feet, and a maximum floor to roof deck height of 12 feet at the highest new story. The additional stories may only be placed on

that portion of the underlying structure creating the eligibility for an addition. Existing buildings of five stories or less may not have more than a one story rooftop addition.

On December 2, 2003, the Planning Board approved a motion (5 to 0; 2 absences) to recommend approval of the North Beach Resort Historic District with modifications to the district boundaries as suggested by the Planning Department. In accordance with these modifications, the contributing properties which would be excluded from the district boundaries are the following: the Stephen Foster Apartment Hotel (now the Lombardy Inn) at 6300 Collins Avenue, the Rowe Motel at 6600 Collins Avenue, the commercial buildings from 6606 to 6650 Collins Avenue, and the Normandy Plaza Hotel at 6979 Collins Avenue. At the same meeting, the Board continued the proposed rooftop addition companion ordinance for the district to the January 27, 2004, meeting due to the loss of a quorum. (See attached **Map 1B** for historic district boundaries as recommended by the Planning Board on December 2, 2003.)

On January 14, 2004, the Mayor and City Commission approved the designation (6 to 1) of the North Beach Resort Historic District with modifications to the boundaries on first reading public hearing and scheduled the second reading public hearing for February 4, 2004. The district boundaries recommended by the Historic Preservation Board on August 12, 2003, were modified to exclude the Rowe Motel and adjacent commercial buildings from 6574 Collins Avenue to 6650 Collins Avenue. The proposed historic district, as adopted by the City Commission, is generally bounded by the southern lot lines of 6084 Collins Avenue, 6261 Collins Avenue, and 210-63rd Street to the south, the center line of 71st Street to the north, the center line of Collins Avenue and the western lot lines of certain properties fronting on Collins Avenue to the west (including 6084 Collins Avenue and 6300 Collins Avenue), and the erosion control line of the Atlantic Ocean to the east (excluding 6605 Collins Avenue). (Refer to attached **Map 1C** for historic district boundaries adopted by the City Commission on January 14, 2004.)

On January 27, 2004, the Planning Board approved a motion (5 to 1; 1 absence) to recommend approval of the companion ordinance amendment for rooftop additions in the proposed North Beach Resort Historic District with modifications. The proposed ordinance amendment, as recommended by the Planning Board, would modify the restrictions on rooftop additions to allow certain existing buildings of six or more stories in height to have a one story rooftop addition with a maximum floor to ceiling height of 16 feet. The rooftop addition may be placed in its entirety only atop the portion of the structure that is six stories or greater.

On February 4, 2004, the Mayor and City Commission approved a motion to continue the second reading public hearing of the North Beach Resort Historic District until the February 25, 2004, meeting in order to consider the proposed rooftop addition companion ordinance for the district at the same public hearing.

On February 25, 2004, the Mayor and City Commission approved (6 to 0; 1 absence) the companion ordinance amendment for rooftop additions in the proposed North Beach Resort Historic District, as recommended by the Historic Preservation Board, on first reading and scheduled a second reading public hearing for March 17, 2004. The Mayor and City Commission also approved a motion to continue the second reading public hearing of the North Beach Resort Historic District until the March 17, 2004, meeting in order to consider the proposed rooftop addition companion ordinance for the district at the same public hearing.

DESIGNATION PROCESS

The designation report for a proposed historic district is required to be presented to the Historic Preservation Board and the Planning Board at separate public hearings. Following public input, the Historic Preservation Board votes on whether or not the proposed historic district meets the criteria listed in the Land Development Regulations of the City Code and transmits a recommendation on historic designation to the Planning Board and City Commission. If the Historic Preservation Board votes against the designation, no further action is required. If the Historic Preservation Board votes in favor of designation, the Planning Board reviews the designation report and formulates its own recommendation. The recommendations of both Boards, along with the designation report, are presented to the City Commission. Because in this instance the proposed ordinance involves an area of ten (10) contiguous acres or more, the City Commission must hold two (2) public hearings on the designation. Upon conclusion of the second hearing, the City Commission can immediately adopt the ordinance with a 5/7 majority vote.

RELATION TO ORDINANCE CRITERIA

1. In accordance with Section 118-592 in the Land Development Regulations of the City Code, eligibility for designation is determined on the basis of compliance with the listed criteria set forth below.

   (a) The Historic Preservation Board shall have the authority to recommend that properties be designated as Historic Buildings, Historic Structures, Historic Improvements, Historic Landscape Features, Historic Interiors (architecturally significant public portions only), Historic Sites or Historic Districts if they are significant in the historical, architectural, cultural, aesthetic or archeological heritage of the City of Miami Beach, the county, state or nation. Such properties shall possess an integrity of location, design, setting, materials, workmanship, feeling or association and meet at least one (1) of the following criteria:

      (1) Association with events that have made a significant contribution to the history of Miami Beach, the county, state or nation;

      (2) Association with the lives of Persons significant in our past history;

      (3) Embody the distinctive characteristics of an historical period, architectural or design style or method of construction;

      (4) Possesses high artistic values;

      (5) Represent the work of a master; serve as an outstanding or representative work of a master designer, architect or builder who contributed to our historical, aesthetic or architectural heritage;

      (6) Have yielded, or are likely to yield, information important in pre-history or history;

      (7) Listed in the National Register of Historic Places;

      (8) Consist of a geographically definable area that possesses a significant concentration of Sites, Buildings or Structures united by historically significant

past events or aesthetically by plan or physical development, whose components may lack individual distinction.

(b) A Building, Structure (including the public portions of the interior), Improvement or Landscape Feature may be designated historic even if it has been altered if the alteration is reversible and the most significant architectural elements are intact and repairable.

2. The proposed North Beach Resort Historic District is eligible for designation as it complies with the criteria as specified in Section 118-592 in the Land Development Regulations of the City Code outlined above.

(a) Staff finds the proposed historic district to be eligible for historic designation and in conformance with the designation criteria for the following reasons:

(1) Association with events that have made a significant contribution to the history of Miami Beach, the county, state or nation;

Following World War II, there were large tracts of land in this area of North Beach that still remained undeveloped; they were the perfect sites for new, glamorous resort hotels that were now in popular demand. The booming post war economy as well as the retooling of America's war plants to peacetime industries gave a growing middle class more leisure time, expendable income, and affordable automobiles; these factors brought a flood of tourists to Miami Beach. Other new technologies (such as air conditioning, advanced structural systems, highly developed glass and glass framing components, and the increasingly sophisticated use of aluminum as a building material) gave rise to a new type of architecture, known today as Post War Modern or more recently dubbed locally Miami Modern ("MiMo"). A great majority of the structures located within the proposed North Beach Resort Historic District were constructed following World War II in this style of architecture.

The large, Post War Modern resort hotels fronting on the Atlantic Ocean were designed to accommodate a dramatically increased volume of guests and provide luxury services in an exotic style. These resort hotels usually featured grand lobbies, cocktail lounges, supper clubs, a variety of thematic restaurants, ballrooms, banquet halls, meeting rooms, retail shops, enormous swimming pools, extensive sundecks, solariums, and a sweeping array of highly popular private beach cabanas. The new American plan, resort hotel filled the large tracts of undeveloped oceanfront land to provide everything for a total guest experience without the need to leave the hotel for the duration of the visitor's stay.

Several of these resort hotels sought to play a significant role in the booming entertainment industry. They offered the finest in live entertainment to draw their guests as well as local residents and the guests of other hotels. The new Deauville Hotel, in particular, became a magnet for major entertainment artists and events. On February 16, 1964, Ed Sullivan hosted the Beatles in a live telecast via satellite from the Napoleon Room of the Deauville Hotel on his widely watched evening television show. This show broadcast was the second appearance of the Beatles on the Ed Sullivan Show, and it provided abundant

free publicity of Miami Beach as a major tourism and entertainment destination. (The Beatles made their American debut on the Ed Sullivan Show in the CBS television studio in New York City on February 9, 1964.) The new Deauville Hotel was a favored venue for many notable entertainers of the 1950s and 1960s, including Frank Sinatra, Sammy Davis, Jr., Dean Martin, Joey Bishop, Tony Bennett, Bing Crosby, Judy Garland, Sophie Tucker, Henny Youngman, Milton Berle, and Jerry Lewis. Other post war resort hotels that provided a meaningful role in the entertainment history of Miami Beach were the Carillon, Casablanca, Sherry Frontenac, and Monte Carlo Hotels (all located within the proposed historic district) as well as the famous Fontainebleau and Eden Roc Hotels to the south.

(2) Association with the lives of Persons significant in our past history;

The proposed historic district is associated with several of the more important real estate developers in the history of Miami Beach, including Frank Osborn, Henri Levy, and Carl Fisher.

Frank Osborn accompanied his father Ezra to Miami Beach to participate in the coconut planting project of 1882. New Jersey investors Ezra Osborn, Elnathan Field, and Henry Lum purchased approximately 60 miles of oceanfront land from Key Biscayne to Jupiter, Florida. A mobile work crew planted this land with over 300,000 coconuts imported from the Caribbean. The first camp site for the coconut planting operations was located in the area of today's Lummus Park; subsequent camp sites were positioned at the Biscayne House of Refuge (near present day 72nd Street in North Beach) and then the Ft. Lauderdale House of Refuge (about nine miles south of the Hillsboro Inlet). Frank Osborn was a member of the coconut planting crew. Although the project did not succeed commercially, it was the first attempt at development of the beach and it led to other more successful endeavors aimed at the popularization of tourism on what would become the "Million Dollar Sandbar."

Nearly 40 years later, Frank Osborn developed the Atlantic Heights Subdivision in 1919. (A portion of this subdivision is included within the proposed historic district.) This 671-foot-wide tract extended from the Atlantic Ocean to Indian Creek and was centered at present-day 69th Street.

Henri Levy (1883-1938) was a Jewish immigrant from France who created a successful chain of movie theaters in Cincinnati. He moved his family to Miami Beach in 1922. Levy filed the Normandy Beach South Subdivision in 1925. (A portion of this subdivision is included within the proposed historic district.) It lay between Osborn's Atlantic Heights Subdivision at 69th Street and the Government Tract north of 72nd Street. Levy was also the developer of the Normandy Beach Subdivision in Surfside (between 87th Terrace and 90th Street), Normandy Isle, and the Isle of Biscaya. In addition, Levy was instrumental in the construction of the 79th Street Causeway in 1929 to link Miami and the popular Hialeah Race Track to his developments.

Carl Fisher (1874-1939) was a high-living industrialist from Indiana who made a fortune with Prest-O-Lite automobile head lamps and built the Indianapolis Speedway. Fisher was also instrumental in the construction of the Coast-to-

Coast Rock Highway (today's Lincoln Highway) as well as the Dixie Highway (a major north to south roadway across the United States).

Fisher was one of the principal developers and promoters of Miami Beach. In a short amount of time, Fisher transformed the barrier island east of Miami into a playground for millionaires based on a genius for marketing that eclipsed his colleagues in land sales and development of Miami Beach. One of his many accomplishments in Miami Beach was the filing of the Second Ocean Front Subdivision in 1924. (A large portion of this subdivision is included within the proposed historic district.) It extended from 5650 Collins Avenue up to Osborn's Atlantic Heights Subdivision at 69th Street.

(3) Embody the distinctive characteristics of an historical period, architectural or design style or method of construction;

Exemplary buildings of three distinct Miami Beach architectural movements have been identified in the proposed North Beach Resort Historic District. (Refer to **Section IX** in the Designation Report for more detailed architectural descriptions.) They include the following:

Art Deco/Streamline Moderne: The now classic Art Deco and Streamline Moderne styles of the 1930s were made world famous by the designation of the Miami Beach Architectural District in the National Register of Historic Places, largely south of 15th Street, in 1979. The Normandy Plaza Hotel at 6979 Collins Avenue is a fine example of the Art Deco style in the proposed North Beach Resort Historic District.

Neoclassical Revival: Buildings of this style in Miami Beach were typically inspired from the second phase of this architectural movement (about 1925 to 1950). They commonly featured Classically-inspired design elements as the entry focal points of their otherwise simple architectural designs. Excellent examples of the Neoclassical Revival style within the proposed historic district are the Mt. Vernon Hotel at 6084 Collins Avenue, the Monticello Hotel (now the Harding) at 210 63rd Street, and the Stephen Foster Apartment Hotel (today's Lombardy Inn) at 6300 Collins Avenue.

Post War Modern: The Post War Modern style, generally dating from 1945 to 1965, has come of age as a contributing historical style in Miami Beach. It is now enjoying a greatly expanded appreciation both here as well as in other cities across the nation, including New York, Los Angeles, and Miami. Strong evidence of this phenomenon was the exhibit in New York City (March 13 - May 8, 2002) entitled, "Beyond the Box: Mid-Century Modern Architecture in Miami and New York." This dynamic exhibit was located in the galleries of the Municipal Art Society of New York (who is credited with saving New York's Grand Central Terminal from demolition in the 1960s as well as dozens of other historic structures since 1897).

After a hiatus in construction due to World War II, Post War Modern picked up where Art Deco left off with the added influences of a booming post war economy, new technologies (such as air conditioning), the prevalence of the redesigned automobile, and a feeling of national optimism. The local expression

of this style has recently been dubbed Miami Modern or "MiMo" by the Greater Metropolitan Miami area's Urban Arts Committee (who also co-presented the New York exhibit with the Municipal Art Society of New York). Prime examples of this style in the proposed historic district are the Allison Hotel (now the Comfort Inn) at 6261 Collins Avenue, the Casablanca Hotel at 6345 Collins Avenue, the Monte Carlo Hotel at 6551 Collins Avenue, the Sherry Frontenac Hotel at 6565 Collins Avenue, the Deauville Hotel (today's Radisson Deauville) at 6701 Collins Avenue, and the Carillon Hotel at 6801 Collins Avenue.

(4) Possesses high artistic values;

Attesting to the quality of design and high artistic values in this historic district is the recognition of several of its buildings in noteworthy architectural journals and promotional literature of the time. Florida Architecture featured the Sherry Frontenac Hotel, designed by Henry Hohauser at 6565 Collins Avenue, in its 1949 issue as well as the new Deauville Hotel, designed by Melvin Grossman at 6701 Collins Avenue, in its 1958-1959 publication.

(5) Represent the work of a master; serve as an outstanding or representative work of a master designer, architect or builder who contributed to our historical, aesthetic or architectural heritage;

Many of the more prominent Miami Beach architects are represented in the proposed North Beach Resort Historic District, as indicated below. For a complete listing of addresses and architects, refer to the Properties List in **Appendix I** of the Designation Report.

Albert Anis was a master local architect who designed numerous buildings in Miami Beach. Outstanding examples of his work include the Leslie, Winterhaven, Sagamore, and Arlington (today's Savoy) Hotels as well as the commercial building at 420 Lincoln Road. In the proposed historic district, Anis designed the major southern addition to the Monte Carlo Hotel in 1951 and the Brazil Hotel in 1953.
Joseph J. DeBrita and A. Kononoff designed the Mount Vernon Hotel and the Monticello Hotel (now the Harding) in 1946; both structures are located within the proposed historic district. DeBrita is also noted for designing the Coral Reef, Walburne (now Villa Luisa), and Dorset Hotels, all contributing buildings in other Miami Beach historic districts.
L. Murray Dixon was one of Miami Beach's most prolific architects, whose works include the Tiffany, Tudor, Marlin, Ritz Plaza, and Raleigh Hotels. In the proposed historic district, Dixon designed the Normandy Plaza Hotel in 1936.
Roy France was a prolific architect in the Art Deco/Streamline Moderne and Post War Modern styles. Notable examples of his work include the National, St. Moritz, Sans Souci (with Morris Lapidus), Saxony, Sea Isle (now Palm Resort), and Cadillac Hotels. Within the proposed historic district, France designed the original northern portion of the Monte Carlo Hotel in 1948 and the Casablanca Hotel in 1950.
Norman Giller, who contributed so much to Miami Beach's Post War Modern architecture, has two buildings in the proposed historic district: the Bombay Hotel (now the Golden Sands) in 1951 and the Carillon Hotel in 1957. He also

designed the Giller Building on 41st Street, the band shell in North Shore Park, and numerous motels in Sunny Isles.

Melvin Grossman, a prolific architect in the Post War Modern style, designed the Richmond, Di Lido (with Morris Lapidus), Seville, Doral (now Westin), and Barcelona (today's Sheraton Four Points) Hotels. Within the proposed historic district, Grossman was the architect of the new Deauville Hotel in 1958 and the associate architect of the major southern addition to the Monte Carlo Hotel in 1951. (The principal architect of the 1951 addition to the Monte Carlo Hotel was Albert Anis.)

Henry Hohauser was a master local architect who designed many notable structures from the 1930s to the 1950s. Outstanding examples of his work include the Century, Congress, Colony, Edison, Park Central, and Cardozo Hotels as well as Hoffman's Cafeteria. Within the proposed historic district, Hohauser designed the Sherry Frontenac Hotel in 1947.

A. Herbert Mathes was the architect of the Allison Hotel (now the Comfort Inn) in 1951, located within the proposed historic district. Other examples of his work in Miami Beach include the Geneva, Parisian, and Continental Hotels as well as the Golden Gate Apartments.

J. Richard Ogden designed the Stephen Foster Apartment Hotel (today's Lombardy Inn) in 1947, located within the proposed historic district. Examples of his work outside the historic district include Temple Ner Tamid and several fine residences on Pinetree Drive.

(6) Have yielded, or are likely to yield, information important in pre-history or history;

The proposed North Beach Resort Historic District is significant for its built environment and its association with the architectural and cultural history of Miami Beach. It possesses an array of architectural styles that collectively trace the historical progression of architectural design and construction in North Beach from the 1930s until the present. In particular, the Post War Modern style ("MiMo") reflects the spirit of the post-World War II era. This neighborhood, which was a largely uninhabited area with only a few prominent structures and a handful of bungalows, developed into a major tourist and entertainment attraction with large, luxurious resort hotels fronting the Atlantic Ocean.

(7) Listed in the National Register of Historic Places;

Although this area is not presently listed in the National Register of Historic Places, it clearly appears eligible for registration.

(8) Consist of a geographically definable area that possesses a significant concentration of Sites, Buildings or Structures united by historically significant past events or aesthetically by plan or physical development, whose components may lack individual distinction.

The proposed North Beach Resort Historic District is a clearly-delineated geographic entity that is united by its oceanfront resort architecture and setting. While there are three distinct architectural styles represented in the proposed historic district, the Post War Modern style defines and dominates the overriding architectural character of the area and creates its own uniqueness in Miami Beach, especially with its grand hotels. The low-scale hotel structures make

their own intimate design contribution to the special character of the proposed historic district.

Historically, the area was annexed into the City of Miami Beach in 1924, and it is comprised of portions of Frank Osborn's Atlantic Heights Subdivision (platted in 1919), Carl Fisher's Second Ocean Front Subdivision (platted in 1924), and Henri Levy's Normandy Beach South Subdivision (platted in 1925). Collins Avenue, the very spinal cord of the City, runs through the center of the proposed historic district. It was named for Miami Beach's earliest and most illustrious pioneer, John Collins. The Atlantic Ocean defines the eastern border of the proposed historic district.

The proposed historic district consists of mostly hotels. Construction dates for the 20 buildings range from 1936 to the present, with a vast majority post-World War II. Distributed by decade of construction, they number:

1930s	1	
1940s	5	
1950s	7	
1960s	2	
1970s	1	
post-1979	4	Total Buildings 20

Staff has determined that 12 of these buildings, or 60 percent, are "contributing" on the basis of the established criteria for historic district designation. Of the 12 contributing structures, six are very large buildings ranging in height from seven to 14 stories on expansive development sites. These grand hotels have a major visual impact on the Collins Avenue corridor and indeed define the special character of this unique mid-century historic district.

(b) A Building, Structure (including the public portions of the interior), Improvement or Landscape Feature may be designated historic even if it has been altered if the alteration is reversible and the most significant architectural elements are intact and repairable.

Although a few of the buildings within the proposed North Beach Resort Historic District have been altered to various extents over the years, these structures retain a major amount of their original architectural design integrity and contribute to the special character of the neighborhood in a variety of scales and uses. Exterior restoration could be successfully completed by following original architectural plans and available historical photographs and/or documentation. Despite existing alterations to these structures, they continue to be highly representative of the rich architectural and cultural history of Miami Beach.

ANALYSIS OF THE AMENDING ORDINANCE

In reviewing a request for an amendment to the Land Development Regulations of the City Code or a change in land use, the Planning Board shall consider the following:

1. Whether the proposed change is consistent and compatible with the Comprehensive Plan and any applicable neighborhood or Redevelopment Plans;

Consistent -The proposed designation is consistent with the Comprehensive Plan, specifically with the Historic Preservation Element of the Comprehensive Plan's Objective No. 1 which, in part, states: "...increase the total number of structures designated as historically significant from that number of structures designated in 1988, either individually or as a contributing structure within a National Register Historic Preservation District or a local Historic Preservation District."

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

   Consistent -The amendment would not change the underlying zoning district for any areas within the City.

3. Whether the change suggested is out of scale with the needs of the neighborhood or the City;

   Consistent -The designation of the area as a local historic district would help to encourage redevelopment and rehabilitation that is compatible with the scale, characteristics, and needs of the surrounding neighborhood and help to preserve the special architectural character of the historic resort environment.

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

   Consistent -The LOS for the area public facilities and infrastructure should not be negatively affected, if at all, by the proposed amending ordinance.

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

   Consistent -The proposed North Beach Resort Historic District is a clearly-delineated geographic entity that is united by its oceanfront resort architecture and setting. While there are three distinct architectural styles represented in the proposed historic district, the Post War Modern style defines and dominates the overriding architectural character of the area and creates its own uniqueness in Miami Beach, especially with its grand hotels. The low-scale hotel structures make their own intimate design contribution to the special character of the proposed historic district.

   Historically, the area was annexed into the City of Miami Beach in 1924, and it is comprised of portions of Frank Osborn's Atlantic Heights Subdivision (platted in 1919), Carl Fisher's Second Ocean Front Subdivision (platted in 1924), and Henri Levy's Normandy Beach South Subdivision (platted in 1925). Collins Avenue, the very spinal cord of the City, runs through the center of the proposed historic district. It was named for Miami Beach's earliest and most illustrious pioneer, John Collins. The Atlantic Ocean defines the natural eastern border of the proposed historic district. A detailed description of the proposed boundaries is delineated within the Designation Report and the attached amending Ordinance.

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

   Consistent -The success of historic preservation in the ongoing revitalization of Miami Beach supports the protection of the proposed historic district. Past demolition of historic structures demonstrates the necessity of this amendment to maintain the historical integrity of the area.

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

   Consistent -The proposed change should not negatively affect living conditions or the Quality of Life for the surrounding properties. Indeed, the quality of living conditions in designated historic areas has significantly improved since the City started designating historic sites and districts. The thousands of Design Review approvals (both substantial rehabilitation and minor improvements) within the existing historic districts demonstrate this principle.

8. Whether the proposed change will create or excessively increase traffic congestion beyond the Level Of Service as set forth in the Comprehensive Plan or otherwise affect public safety;

   Consistent -As designation does not change the permitted land uses, the levels of service set forth in the Comprehensive Plan will not be affected by designation. Likewise, public safety will not be affected.

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

   Consistent -If designation results in the retention of existing structures, there should be no reduction in light and air either on site or to adjacent properties.

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

    Consistent -As property values and value of construction have historically increased in the existing designated historic sites and districts, there is no evidence to suggest that designation would adversely affect property values in the area surrounding the proposed designation. To the contrary, the designation of the historic district should help to reinforce and promote continuous quality enhancement of the area.

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

    Consistent -The proposed amendment will not change the development regulations for adjacent sites which must comply with their own site specific development regulations. Furthermore, the proposed ordinance should not affect the ability for an adjacent property to be developed in accordance with said regulations.

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

    Consistent -The permitted land uses are not affected since the proposed amendment does not change the underlying zoning district for any property.

13. Whether it is impossible to find other adequate Sites in the City for the proposed Use in a district already permitting such Use;

    Not Applicable -This review criteria is not applicable to this Zoning Ordinance amendment.

STAFF ANALYSIS

Possible Modifications to the Boundaries of the Proposed North Beach Resort Historic District.

The modified proposed historic district, as recommended by the Planning Board and Planning Department, has slightly different boundaries than recommended by the Historic Preservation Board. It is generally bounded by the southern lot lines of 6084 Collins Avenue, 6261 Collins Avenue, and 210-63rd Street to the south, the northern lot line of 6901 Collins Avenue to the north, the center line of Collins Avenue and the western lot lines of certain properties fronting on Collins Avenue and 63rd Street to the west (including 6084 Collins Avenue and 210 63rd Street), and the erosion control line of the Atlantic Ocean to the east (excluding 6605 Collins Avenue). (Refer to attached **Map 1B** for modified historic district boundaries as recommended by the Planning Board.)

Rationale for Changes to the Proposed North Beach Resort Historic District and Its Boundaries.

Following the Courtesy Public Workshop on April 17, 2002, and the discussion with the Historic Preservation Board on April 24, 2002, the Planning Department set out to accomplish three (3) primary objectives before finalizing possible modifications to the proposed North Beach Resort Historic District and its proposed boundaries. The three objectives are as follows:

1. ***Consideration of Possible Modifications to the Proposed North Beach Resort Historic District in Light of Significant Issues Raised at the April 17, 2002, Courtesy Public Workshop.***

   These considerations include, but are not limited to, the following:

   a. reviewing the proposed boundaries of the historic district relative to whether they most accurately reflect the prime area and structures to be protected;
   b. further researching and analyzing the specific historical period of significance to be preserved, successfully interpreted, promoted, and protected for the benefit of generations of North Beach residents, guests, and users to come;
   c. further studying the specific nature, types, use, dates, and styles of structures and sites to be identified as contributing to the special historic character and future success of the proposed historic district; and
   d. ensuring the cohesive visual recognition of this collective body of historic structures and sites relative to their critical role and importance in defining and building once again upon one of the most delightful, remarkable, and economically successful development periods in Miami Beach history.

   To this end, the Planning Department is recommending a reduction in the size of the proposed historic district boundaries (recommended by the Historic Preservation Board on August 12, 2003) as well as an adjustment to the total number of contributing buildings, in accordance with the conclusions provided below.

   The focus in the designation of this unique historic district should be primarily on the oceanfront hotel structures that defined, activated, and perpetuated the acknowledged mystique and ongoing economic success of this ocean resort and entertainment island oasis built in North Beach shortly after World War II. This focus must include physical restoration, preservation, and adaptive reuse (if proposed) of these structures to make them economically competitive and further define and bring recognition to this special era in the history of North Beach. Doing so

and promoting this should result in substantial city and regional benefits of historical education presented in a fun manner, quality of life improvements in and surrounding the historic district, expanded oceanfront recreational opportunities, and a significantly accelerated return of economic revitalization and stability to North Beach. This task will require careful attention to the historic structures and sites as well as to their upgrading and potential reasonable expansion to meet modern operational needs and uses.

The post World War II development period saw the rapid rise of a new magnitude and character of oceanside resorts and an entertainment style in Miami Beach that garnered international acclaim and participation in a small but clearly defined area of the City. Although closely associated with the development of the grand Fontainebleau and Eden Roc Hotels in Mid Beach during this same era, the North Beach Resort Historic District occupies a place in time, physical eminence (when further restored), and a high level of urban oceanfront amenity. The proposed district and surrounding areas are complete with retail, commercial, restaurant, entertainment, and cultural avenues and fascinating historical sites to visit.

The Planning Department has subsequently concluded that the principal focus of this district should be specific to the post World War II hotel structures and sites along the ocean and the east end of 63rd Street that created, defined and perpetuated a unique social/economic phenomenon in North Beach during and beyond the mid-20th century. Hence, the boundaries, contributing structures, and sites within the modified district boundaries as recommended by the Planning Department have been adjusted accordingly.

2. ***To Realistically and Appropriately Address Important Issues Which Will Impact Upon the Long Range Preservation Success and Economic Health of the Proposed North Beach Resort Historic District.***

The Planning Department has carefully evaluated each contributing structure and site to be located within the modified proposed historic district boundaries. This evaluation included:

a. the design, size, architectural configuration, and general condition of each structure;
b. its operational limitations with regard to on-site parking;
c. potential unit key count as established by an evaluation of approximate remaining floor area for future development on each subject contributing site;
d. the physical ability to add and/or enhance on-site parking as well as egress to that parking;
e. the ability to add a new addition to the subject property in an appropriate manner which would not adversely impact upon the overall historic integrity and significance of the subject structure; to enable the historic structure to meet modern operational needs as well as to be viable in future hotel/residential competition in North Beach;
f. the ability to add new oceanview balconies on contributing structures, including expanded window/door accessibility to the balconies;
g. the creation of appropriate raised pool deck levels with parking or other common functions beneath which would benefit both the properties as well as the views of these properties from the beach;
h. the potential for rooftop additions in excess of one story on certain structures, dependent upon certain conditions that would have to be established and met; and
i. the potential for minimal or no adverse impact upon historic lobby and significant public interior spaces as well as the primary and character defining street façade and side elevations of these structures as seen from the public rights-of-way.

As a result of this analysis, the Planning Department has prepared Special Review Guidelines for the North Beach Resort Historic District, which are incorporated in **Section XI** in the Designation Report.

Staff has also developed an ordinance amendment to Section 142-1161(d) in the Land Development Regulations of the City Code by modifying the prohibition of rooftop additions of more than one story in height in the proposed North Beach Resort Historic District. The companion ordinance amendment may permit certain existing buildings of six or more stories to have a two story rooftop addition. Existing buildings of five stories or less may not have more than a one story rooftop addition. The companion ordinance amendment would provide an enhanced level of flexibility to renovate and adapt certain existing buildings in the historic district.

3. ***To Identify Strategies for Increasing the Supply of Off-Site Parking Available to Serve Historic Buildings.***

Construction of new off-site parking within 1200 feet of the subject property should be encouraged by City policies and Land Development Regulations to serve historic structures in the proposed North Beach Resort Historic District.

Under the current City Code, designation of an historic district would make existing buildings exempt from parking requirements resulting from a change of use or renovation exceeding the 50% Rule. However, the addition of new floor area would require parking or payment into the Parking Impact Fund. Also, designation of an historic district would extend the maximum walking distance for off-site parking from 500 feet to 1200 feet, thereby providing more options for off-site parking locations.

In addition to these benefits in the existing City Code, the City should continue to actively explore the following policies:

a. Utilize municipal parking revenue bonds and funds collected through parking impact fees to provide public off-street parking. Consider City-ownership and joint-development opportunities. The City has identified several potential sites within 1200 feet of the proposed North Beach Resort Historic District that are being studied by Walker Parking Consultants as part of Phase 2 of a citywide parking study.

b. Encourage shared parking by adjacent owners in the historic district.

CITY COMMISSION ACTION

On January 14, 2004, the Mayor and City Commission approved the designation (6 to 1) of the North Beach Resort Historic District with modifications to the boundaries on first reading public hearing and scheduled the second reading public hearing for February 4, 2004. The district boundaries recommended by the Historic Preservation Board on August 12, 2003, were modified to exclude the Rowe Motel and adjacent commercial buildings from 6574 Collins Avenue to 6650 Collins Avenue. The proposed historic district, as adopted by the City Commission, is generally bounded by the southern lot lines of 6084 Collins Avenue, 6261 Collins Avenue, and 210-63rd Street to the south, the center line of 71st Street to the north, the center line of Collins Avenue and the western lot lines of certain properties fronting on Collins Avenue to the west (including 6084 Collins Avenue and 6300 Collins Avenue), and the erosion control line of the Atlantic Ocean to the east (excluding 6605 Collins Avenue) (refer to attached **Map 1C**).

On February 4, 2004, the Mayor and City Commission approved a motion to continue the second reading public hearing of the North Beach Resort Historic District until the February 25, 2004, meeting in order to consider the proposed rooftop addition companion ordinance for the district at the same public hearing.

On February 25, 2004, the Mayor and City Commission approved (6 to 0; 1 absence) the companion ordinance amendment for rooftop additions in the proposed North Beach Resort Historic District, as recommended by the Historic Preservation Board, on first reading and scheduled a second reading public hearing for March 17, 2004. The Mayor and City Commission also approved a motion to continue the second reading public hearing of the North Beach Resort Historic District until the March 17, 2004, meeting in order to consider the proposed rooftop addition companion ordinance for the district at the same public hearing.

CONCLUSION

The proposed designation of the North Beach Resort Historic District will showcase, promote, and protect the aesthetic, architectural, and historical importance of North Beach's most grand "MiMo" style, post war resort hotel area. It will also highlight a significant collection of smaller, more intimate historic hotels in the Art Deco and Neoclassical Revival styles, including the Normandy Plaza, Mount Vernon, and Harding Hotels as well as the Lombardy Inn. Further, the Special Review Guidelines for the North Beach Resort Historic District will allow for more flexibility and assist in expediting the approval of alterations found to be appropriate by the Historic Preservation Board.

Local residents and visitors from around the world are seeking the very special historic urban resort character that this district of Miami Beach will preserve and enhance in the future. The designation of the North Beach Resort Historic District should sustain and expand the positive economic and social impact that preservation has had on the revitalization and quality of life in Miami Beach.

Therefore, the Administration recommends that the Mayor and City Commission adopt the proposed amending ordinance on second reading public hearing by designating the North Beach Resort Historic District with the modified boundaries adopted by the City Commission on January 14, 2004 (refer to attached **Map 1C**).

It is important to note that zoning-in-progress for the review of major additions and alterations as well as new construction for any property within the proposed historic district by the Historic Preservation Board has expired. The review of these projects reverted to the Design Review Board on March 2, 2004. However, the zoning-in-progress for the review of demolition for any property within the proposed historic district by the Historic Preservation Board remains in place until final action is taken by the Mayor and City Commission.

JMG:CMC:JGG:WHC:SMA

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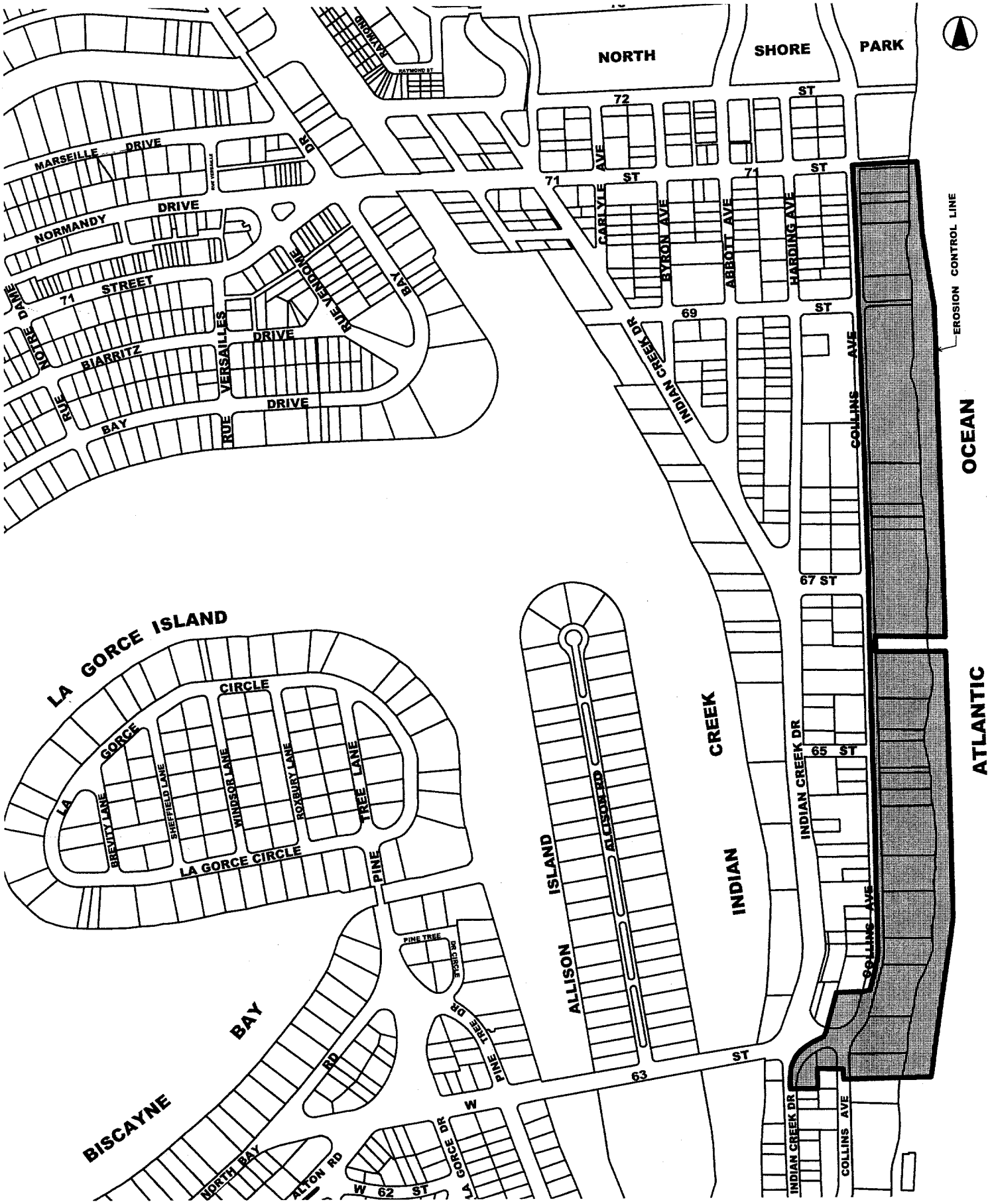
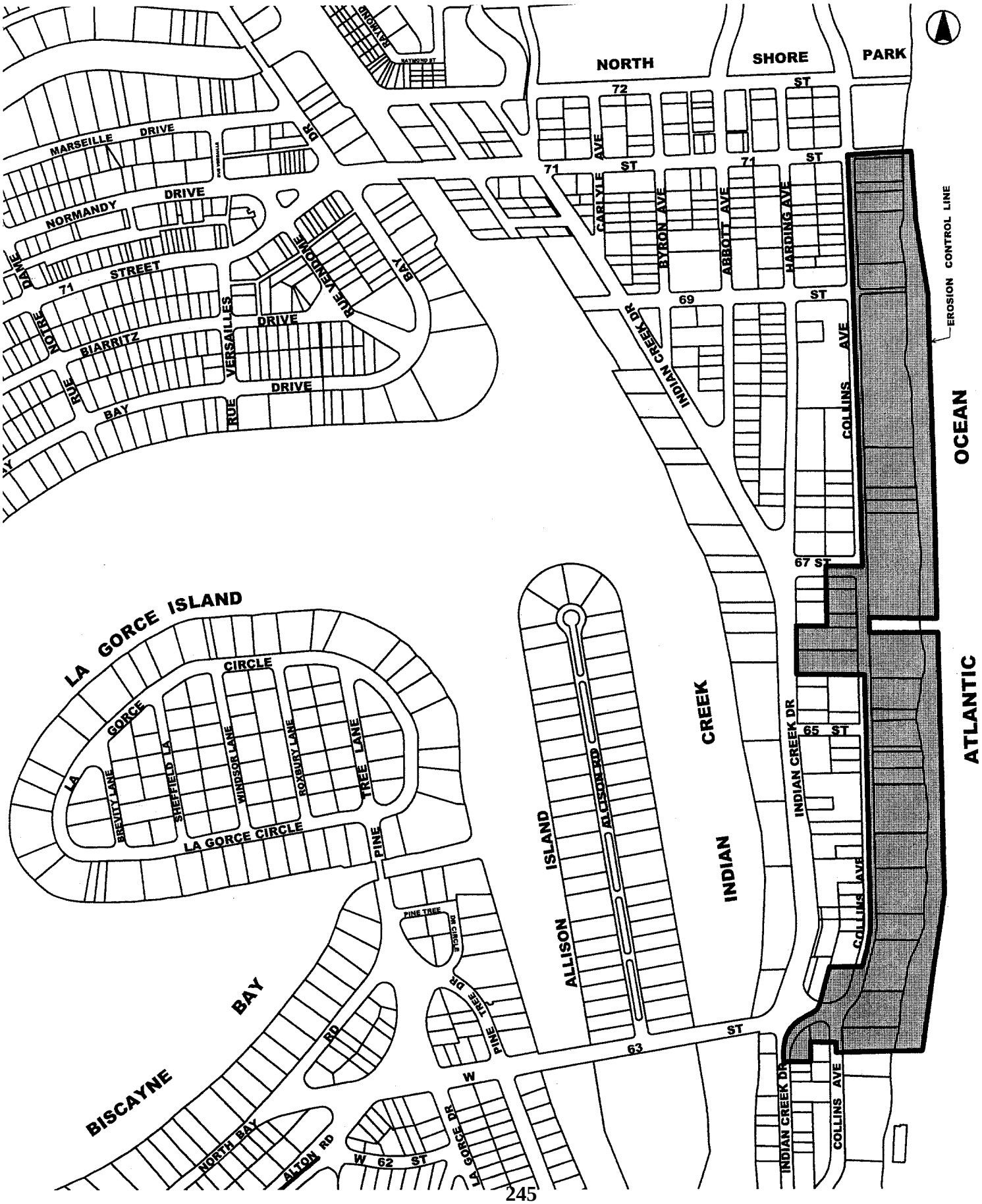
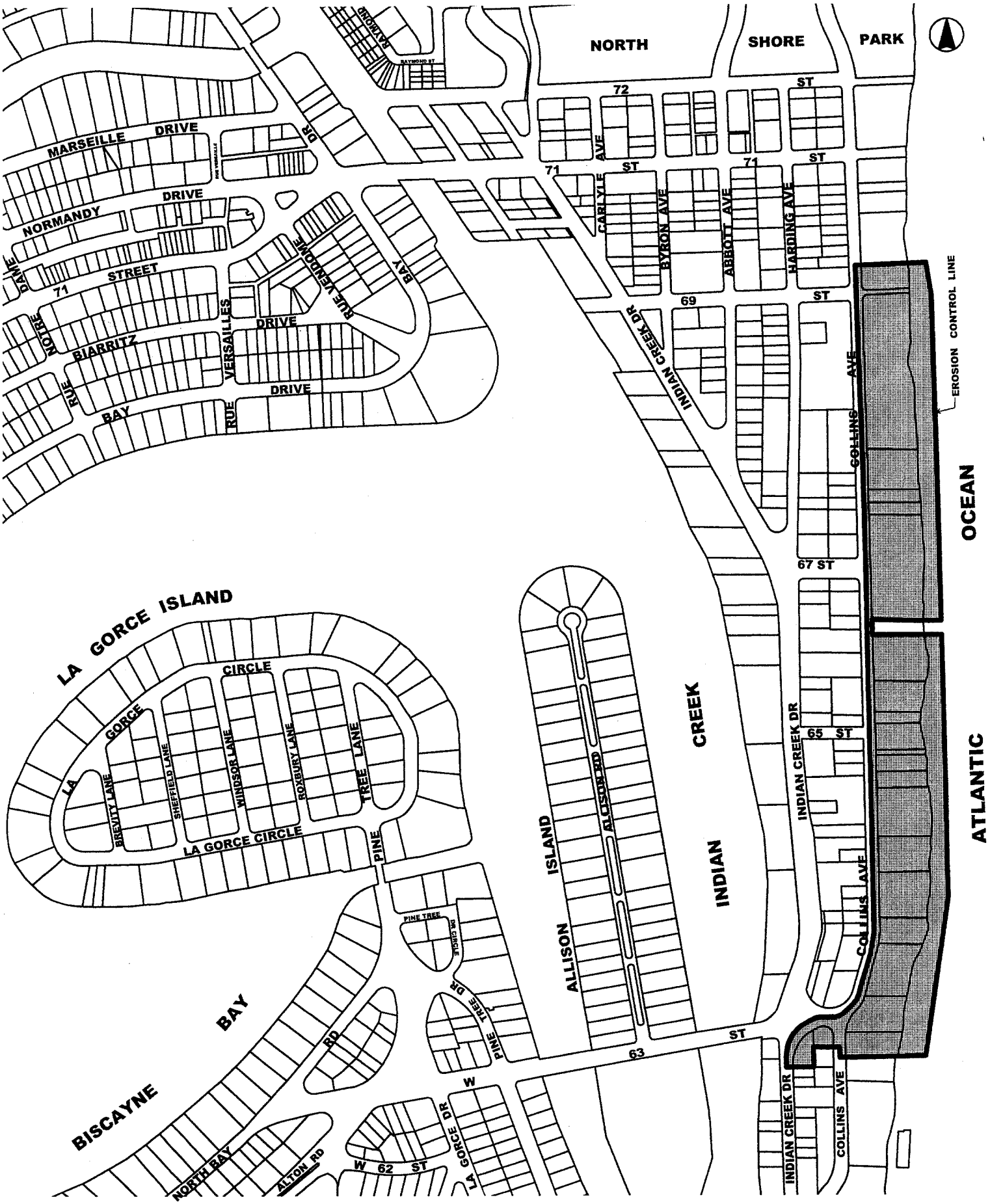
MAP 1C: PROPOSED NORTH BEACH RESORT HISTORIC DISTRICT BOUNDARIES ADOPTED BY THE CITY COMMISSION ON JANUARY 14, 2004



MAP 1A : PROPOSED NORTH BEACH RESORT HISTORIC DISTRICT BOUNDARIES AS RECOMMENDED BY THE HISTORIC PRESERVATION BOARD



MAP 1B : PROPOSED NORTH BEACH RESORT HISTORIC DISTRICT BOUNDARIES AS RECOMMENDED BY THE PLANNING BOARD



ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE MIAMI BEACH CITY CODE; AMENDING SECTION 118-593, "HISTORIC PRESERVATION DESIGNATION"; AMENDING SECTION 118-593(E), "DELINEATION ON ZONING MAP"; AMENDING SECTION 118-593(E)(2), "HISTORIC PRESERVATION DISTRICTS (HPD)" BY DESIGNATING THE NORTH BEACH RESORT HISTORIC DISTRICT, CONSISTING OF A CERTAIN AREA WHICH IS GENERALLY BOUNDED BY THE SOUTHERN LOT LINES OF 6084 COLLINS AVENUE, 6261 COLLINS AVENUE, AND 210-63RD STREET TO THE SOUTH, THE CENTER LINE OF 71ST STREET TO THE NORTH, THE CENTER LINE OF COLLINS AVENUE AND THE WESTERN LOT LINES OF CERTAIN PROPERTIES FRONTING ON COLLINS AVENUE TO THE WEST (INCLUDING 6084 COLLINS AVENUE AND 6300 COLLINS AVENUE), AND THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN TO THE EAST (EXCLUDING 6605 COLLINS AVENUE), AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING THAT THE CITY'S ZONING MAP SHALL BE AMENDED TO INCLUDE THE NORTH BEACH RESORT HISTORIC DISTRICT; ADOPTING THE DESIGNATION REPORT ATTACHED HERETO AS APPENDIX "A"; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on August 12, 2003, the City of Miami Beach Historic Preservation Board held a public hearing and voted (6 to 1) in favor of recommending that the Mayor and City Commission designate the North Beach Resort Historic District; and

WHEREAS, on December 2, 2003, the City of Miami Beach Planning Board held a public hearing and voted (5 to 0; 2 absences) in favor of the proposed designation of said historic district; and

WHEREAS, the City of Miami Beach Planning Department has recommended this amendment to the Land Development Regulations of the City Code; and

WHEREAS, these recommendations of approval for the designation of the North Beach Resort Historic District were based upon the information documented in the Designation Report prepared by the City of Miami Beach Planning Department attached hereto as Appendix "A".

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

SECTION 1. <u>DESIGNATION OF THE NORTH BEACH RESORT HISTORIC DISTRICT.</u>

Those certain areas which are generally bounded by the southern lot lines of 6084 Collins Avenue, 6261 Collins Avenue, and 210-63rd Street to the south, the center line of

71st Street to the north, the center line of Collins Avenue and the western lot lines of certain properties fronting on Collins Avenue to the west (including 6084 Collins Avenue and 6300 Collins Avenue), and the erosion control line of the Atlantic Ocean to the east (excluding 6605 Collins Avenue); and having the legal description as described herein, are hereby designated as an Historic District of the City of Miami Beach and shall be known as the "North Beach Resort Historic District." That the Designation Report attached hereto as Appendix "A" is hereby adopted.

SECTION 2. AMENDMENT OF SECTION 118-593 OF THE CITY CODE.

That Chapter 118, Section 118-593 entitled "Historic Preservation Designation" of the Land Development Regulations of the City Code of Miami Beach, Florida, is hereby amended to read as follows:

* * *

(e) Delineation on zoning map. All sites and districts designated as historic sites and districts shall be delineated on the city's zoning map, pursuant to section 142-71, as an overlay district. Such sites and districts include:

* * *

(2) Historic preservation districts (HPD).

* * *

i. RM-2, RM-3, GU/HPD-10: The boundaries of the North Beach Resort Historic District commence at the point of intersection of the center lines of Collins Avenue and 71st Street, as shown in NORMANDY BEACH SOUTH, recorded in Plat Book 21, at Page 54, Public Records of Miami-Dade County, Florida. Said point being the POINT OF BEGINNING of the tract of land herein described; thence run easterly to the point of intersection with the Erosion Control Line of the Atlantic Ocean, as recorded in Plat Book 105, at Page 62, Public Records of Miami-Dade County, Florida; thence run southerly, along the Erosion Control Line of the Atlantic Ocean to the point of intersection with the south line of Lot 44, Block 1, AMENDED PLAT OF SECOND OCEAN FRONT SUBDIVISION, recorded in Plat Book 28, at Page 28, Public Records of Miami-Dade County, Florida; thence run westerly, along the south

line of said Lot 44 to the point of intersection with the easterly Right-of-Way line of Collins Avenue; thence run southerly, along the easterly Right-of-Way line of Collins Avenue to the point of intersection with the north line of Lot 42 of the above mentioned Block 1; thence run easterly, along the north line of said Lot 42 to the point of intersection with the Erosion Control Line of the Atlantic Ocean; thence run southerly, along the Erosion Control Line of the Atlantic Ocean to the point of intersection with the south line of Lot 21 K of said Block 1; thence run westerly, along the south line of said Lot 21 K and its westerly extension to the point of intersection with the center line of Collins Avenue; thence run northerly, along the center line of Collins Avenue to the point of intersection with the easterly extension of Lot 1 of LYLE G. HALL SUBDIVISION, recorded in Plat Book 40, at Page 5, Public Records of Miami-Dade County, Florida; thence run westerly, along the south line of said Lot 1 and its easterly extension, to the point of intersection with the easterly line of Lot 25 of the above mentioned LYLE G. HALL SUBDIVISION; thence run southerly, along the easterly line of lots 25 and 24 of said LYLE G. SUBDIVISION to the southeast corner of said Lot 24; thence run westerly, along the south line of said Lot 24 and its westerly extension to the point of intersection with the center line of Harding Drive (now Indian Creek Drive); thence run northerly, along the center line of Harding Drive (now Indian Creek Drive) to the point of intersection with the center line of 63rd Street; thence run easterly, along the center line of 63rd Street, to the point of intersection with the southerly extension of the westerly line of Lot 1, Block 7, AMENDED PLAT OF SECOND OCEAN FRONT SUBDIVISION, recorded in Plat Book 28, at Page 28, Public Records of Miami-Dade County, Florida; thence run northerly, along the westerly line of said Lot 1, Block 7 and its southerly extension to a point located 50.00 feet south (measured at right angles)

of the westerly extension of the northerly line of said Lot 1; thence run easterly along a line parallel and 50.00 feet south of the northerly line of said Lot 1 to the point of intersection with the center line of Collins Avenue; thence run northerly, along the center line of Collins Avenue to the POINT OF BEGINNING. Said lands located, lying and being in the City of Miami Beach, Miami-Dade County, Florida.

* * *

SECTION 3. INCLUSION IN THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE.

It is the intention of the Mayor and City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Land Development Regulations of the City Code 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. AMENDMENT OF ZONING MAP.

That the Mayor and City Commission hereby amend the Zoning Map of the City of Miami Beach as contained in the Land Development Regulations of the City Code by identifying the area described herein as HPD-10, Historic Preservation District Ten.

SECTION 5. REPEALER.

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

SECTION 6. SEVERABILITY.

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

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and ADOPTED this _____ day of _____, 2004.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM & LANGUAGE
& FOR EXECUTION:

_____ 1-21-04
CITY ATTORNEY **DATE**

First Reading: January 14, 2004
Second Reading: February 4, 2004

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

Underscore denotes new language.
~~Strike-through~~ denotes deleted language.

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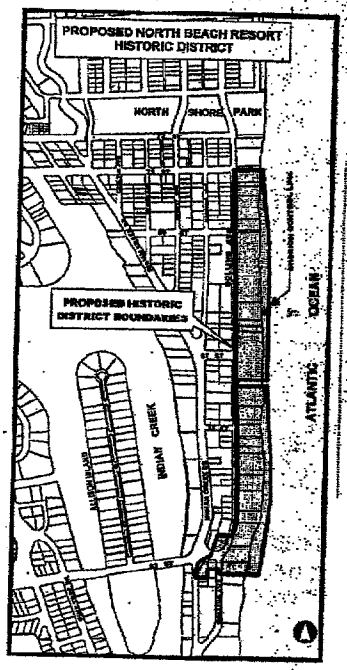
CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARING
NOTICE OF ZONING MAP CHANGE

MB www.herald.com | THE HERALD | SUNDAY, JANUARY 25, 2004 | 37



The City of Miami Beach proposes to adopt the following Ordinance:

An Ordinance of the Mayor and City Commission of the City of Miami Beach, Florida, Amending the Land Development Regulations of the Miami Beach City Code; Amending Section 118-593, "Historic Preservation Designation"; Amending Section 118-593(e), "Delineation on Zoning map"; Amending Section 118-593(e)(2), "Historic Preservation Districts (HPD)" by Designating the North Beach Resort Historic District, Consisting of a Certain Area Which Is Generally Bounded by the Southern Lot Lines of 6084 Collins Avenue, 6261 Collins Avenue, and 210-63rd Street to the South, the Center Line of 71st Street to the North, the Center Line of Collins Avenue and the Western Lot Lines of Certain Properties Fronting on Collins Avenue to the West (Including 6084 Collins Avenue and 6300 Collins Avenue), and the Erosion Control Line of the Atlantic Ocean to the East (Excluding 6605 Collins Avenue), as More Particularly Described Herein; Providing that the City's Zoning map Shall Be Amended to Include the North Beach Resort Historic District; Adopting the Designation Report Attached Hereto as Appendix "A"; Providing for Inclusion in the Land Development Regulations of the City Code, Repealer, Severability, and an Effective Date.

PUBLIC NOTICE IS HEREBY GIVEN that a second reading public hearing on the Ordinance will be held by the City Commission on **Wednesday, February 4, 2004, at 2:00 p.m., or as soon thereafter as possible, in the City Commission Chambers**, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida.

The historic district proposed for designation is shown on the map within this Zoning Map Change. The district boundaries may be modified by the City Commission at this meeting.

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 Miami Beach City Commission c/o the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139.

The Ordinance and other related materials regarding the proposed historic district are available for public inspection during normal business hours in the City Clerk's Office. Inquiries may be directed to the Planning Department at (305) 673-7550. The hearing on this Ordinance may be continued at this meeting and, under such circumstances, additional legal notice would not be provided. Any person may contact the City Clerk's Office at (305) 673-7411 for information as to the status of the Ordinance as a result of the 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 its hearing, such person must insure 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 of the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

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

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

Second Reading Public Hearing - Proposed Amending Ordinance for Rooftop Additions in the North Beach Resort Historic District.

Issue:

The Administration is requesting that the Mayor and City Commission consider the proposed amending ordinance for rooftop additions in the North Beach Resort Historic District.

Item Summary/Recommendation:

Adopt the proposed amending ordinance on second reading public hearing by approving the companion ordinance amendment for rooftop additions in the North Beach Resort Historic District (as adopted on first reading by the City Commission on February 25, 2004).

Advisory Board Recommendation:

On December 9, 2003, the Historic Preservation Board approved a motion (6 to 0; 1 absence) to recommend approval of the proposed amending ordinance for rooftop additions in the North Beach Resort Historic District. This ordinance amendment would allow certain existing buildings of six or more stories to have a two story rooftop addition with a maximum floor to floor height of 12 feet and a maximum floor to roof deck height of 12 feet at the highest new story.

On January 27, 2004, the Planning Board approved a motion (5 to 1; 1 absence) to recommend approval of the proposed amending ordinance for rooftop additions in the North Beach Resort Historic District with modifications. This ordinance amendment would allow certain existing buildings six or more stories in height to have a one story rooftop addition with a maximum floor to ceiling height of 16 feet.

On February 25, 2004, the Mayor and City Commission approved (6 to 0; 1 absence) the companion ordinance amendment for rooftop additions in the North Beach Resort Historic District, as recommended by the Historic Preservation Board, on first reading and scheduled a second reading public hearing for March 17, 2004.

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
	3			
	4			
Finance Dept.	Total			

City Clerk's Office Legislative Tracking:

William H. Cary, Assistant Planning Director; Shannon M. Anderton, Senior Planner

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM RSE

DATE 3-17-04

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: March 17, 2004

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 THE LAND DEVELOPMENT REGULATIONS OF THE MIAMI BEACH CITY CODE; AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS"; AMENDING SECTION 142-1161, "HEIGHT REGULATION EXCEPTIONS"; AMENDING SECTION 142-1161(D), "ROOFTOP ADDITIONS" BY MODIFYING THE PROHIBITION OF ROOFTOP ADDITIONS OF MORE THAN ONE STORY IN THE NORTH BEACH RESORT HISTORIC DISTRICT; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

The Administration recommends that the Mayor and City Commission adopt the proposed amending ordinance on second reading public hearing by approving the companion ordinance amendment for rooftop additions in the North Beach Resort Historic District (as adopted on first reading by the City Commission on February 25, 2004).

BACKGROUND

On August 12, 2003, the Historic Preservation Board reviewed a proposal for the designation of the North Beach Resort Historic District, which would create an historic district along the Collins Avenue corridor (roughly from the 6000 block of Collins Avenue to the centerline of 71st Street). During the discussion on the issue, the Historic Preservation Board expressed its agreement that significant flexibility be retained in the development regulations for the proposed district in order to permit the type of quality redevelopment necessary to stimulate the economic growth of the area.

One area identified for possible action was the existing rooftop addition regulations in historic districts. The existing regulations would only permit a one story rooftop addition with a maximum floor to ceiling height of 12 feet in the proposed North Beach Resort Historic District. The Board noted that historic districts within the City could vary as to the essential character and building typology present, therefore necessitating flexibility in the development regulations for different districts. The Board further noted that when the Collins Waterfront Historic District was adopted by the City Commission on January 31, 2001, the Commission also adopted a companion ordinance amendment to enable existing buildings within the district to have a rooftop addition of greater than one story in height based upon the height, configuration, and design of the existing building.

On August 12, 2003, the Historic Preservation Board approved the preparation of a companion ordinance amendment for rooftop additions in the proposed North Beach Resort Historic District for presentation to the Planning Board and City Commission along with the Designation Report. The Planning Department prepared the proposed ordinance and presented it to the Historic

Preservation Board for discussion purposes on November 12, 2003. The Board expressed no concerns.

On December 9, 2003, the Historic Preservation Board approved a motion (6 to 0; 1 absence) to recommend approval of the companion ordinance amendment for rooftop additions in the North Beach Resort Historic District. The proposed ordinance amendment, as recommended by the Historic Preservation Board, would modify the restrictions on rooftop additions to allow certain existing buildings of six or more stories to have a two story rooftop addition with a maximum floor to floor height of 12 feet, and a maximum floor to roof deck height of 12 feet at the highest new story. The additional stories may only be placed on that portion of the underlying structure creating the eligibility for an addition. Existing buildings of five stories or less may not have more than a one story rooftop addition.

On December 2, 2003, the Planning Board continued the proposed rooftop addition companion ordinance for the North Beach Resort Historic District to the January 27, 2004, meeting due to the loss of a quorum.

On January 27, 2004, the Planning Board approved a motion (5 to 1; 1 absence) to recommend approval of the companion ordinance amendment for rooftop additions in the North Beach Resort Historic District with modifications. The proposed ordinance amendment, as recommended by the Planning Board, would modify the restrictions on rooftop additions to allow certain existing buildings of six or more stories in height to have a one story rooftop addition with a maximum floor to ceiling height of 16 feet. The rooftop addition may be placed in its entirety only atop the portion of the structure that is six stories or greater.

On February 25, 2004, the Mayor and City Commission approved (6 to 0; 1 absence) the companion ordinance amendment for rooftop additions in the North Beach Resort Historic District, as recommended by the Historic Preservation Board, on first reading and scheduled a second reading public hearing for March 17, 2004.

ANALYSIS OF THE AMENDING ORDINANCE

In reviewing a request for an amendment to the Land Development Regulations of the City Code or a change in land use, the Planning Board shall consider the following:

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

   Consistent - The proposed amendment is consistent with the comprehensive plan, and it would be consistent with the designation of the area as the North Beach Resort Historic District.

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

   Not applicable

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

   Consistent - The proposed ordinance seeks to allow development that is more in keeping with the existing neighborhood character of the proposed North Beach Resort Historic District along the east side of Collins Avenue. It should be noted that any new development under the

provisions of this ordinance is subject to the approval of the Historic Preservation Board. Rooftop additions may not be permitted if they would negatively impact the design of an existing structure and its significant architectural features or detract from the special character of the surrounding historic district.

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

   Consistent - The proposed change could slightly increase the allowable development in the area of the proposed historic district; however, the amount of new development that would be permitted under the provisions of the proposed ordinance is nominal.

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

   Not applicable

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

   Consistent - Currently, rooftop additions in the area of the proposed historic district are regulated solely by the development regulations for the applicable zoning district. If the proposed historic designation is adopted, additional regulations applicable only to historic districts will apply. The proposed change designating this area as an historic district makes passage of this ordinance important in order to provide the necessary flexibility to the Historic Preservation Board to review proposed new developments.

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

   Consistent - The proposed amendment should not adversely influence living conditions in the neighborhood.

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

   Consistent - The proposed change could have a very minor impact upon traffic circulation which may affect levels of service (LOS); however, as stated above, any development project proposed for construction which involves a rooftop addition as envisioned under this provision will be required to mitigate these impacts within the context of the City's Concurrency Management System.

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

   Consistent - The proposed change may slightly reduce access to light and air if development projects are undertaken utilizing this provision. However, as noted above, the ordinance requires careful Historic Preservation Board review of any proposed rooftop additions under this provision, which should protect against significant reduction of light and air corridors.

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

Consistent - Staff is of the opinion that property values in the subject area would actually be favorably affected by the proposed amendment because it provides the ability to add a reasonable amount of additional space to certain existing buildings.

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

    Consistent - The proposed amendment will provide additional flexibility and help to facilitate development throughout the proposed North Beach Resort Historic District.

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

    Not Applicable

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

    Not Applicable

STAFF ANALYSIS

Currently, the Land Development Regulations of the City Code restrict rooftop additions to one story with a maximum floor to ceiling height of 12 feet in all of the City's historic districts except for the Collins Waterfront Historic District. The proposed ordinance amendment, as recommended by the Historic Preservation Board, would permit rooftop additions in the North Beach Resort Historic District of up to two stories based upon the following formula. Existing buildings of five (5) or less stories may not have more than a one story rooftop addition. For those structures determined to be eligible by the Historic Preservation Board for rooftop additions greater than one story in height (see Design and Appropriateness Guidelines in the new Section 142-1161(d)(5) in the attached proposed amending ordinance), certain existing buildings of six or more stories may have a two story rooftop addition with a maximum floor to floor height of 12 feet, and a maximum floor to roof deck height of 12 feet at the highest new story. The additional stories may only be placed on that portion of the underlying structure creating the eligibility for an addition. The proposed ordinance amendment would provide a suitable level of flexibility to renovate and adapt certain existing buildings in the district to better meet current operation, social, and economic needs.

The Planning Board recommended approval of the companion ordinance amendment for rooftop additions in the North Beach Resort Historic District with modifications at its January 27, 2004, meeting. The proposed ordinance amendment, as recommended by the Planning Board, would modify the restrictions on rooftop additions to allow certain existing buildings of six or more stories in height to have a one story rooftop addition with a maximum floor to ceiling height of 16 feet (rather than the currently permitted one story rooftop additions with a maximum floor to ceiling height of 12 feet). The rooftop addition may be placed in its entirety only atop the portion of the structure that is six stories or greater. The Administration believes that the ordinance amendment recommended by the Planning Board may not provide an adequate level of flexibility to best meet the modern operational and economic needs of certain existing buildings in the North Beach Resort Historic District.

CITY COMMISSION ACTION

On February 25, 2004, the Mayor and City Commission approved (6 to 0; 1 absence) the companion ordinance amendment for rooftop additions in the North Beach Resort Historic District, as recommended by the Historic Preservation Board, on first reading and scheduled a second reading public hearing for March 17, 2004.

CONCLUSION

Therefore, based upon the above analysis, the Administration recommends that the Mayor and City Commission adopt the proposed amending ordinance on second reading public hearing by approving the companion ordinance amendment for rooftop additions in the North Beach Resort Historic District (as adopted on first reading by the City Commission on February 25, 2004).

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE MIAMI BEACH CITY CODE; AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS"; AMENDING SECTION 142-1161, "HEIGHT REGULATION EXCEPTIONS"; AMENDING SECTION 142-1161(D), "ROOFTOP ADDITIONS" BY MODIFYING THE PROHIBITION OF ROOFTOP ADDITIONS OF MORE THAN ONE STORY IN THE NORTH BEACH RESORT HISTORIC DISTRICT; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Historic Preservation Board and the Planning Board of the City of Miami Beach, Florida, have recommended approval of the North Beach Resort Historic District in that general area of Collins Avenue between the 6000 block of Collins Avenue and 71st Street, and the City Commission is currently considering the historic designation of said district; and

WHEREAS, the Mayor and City Commission deem that it is in the best interest of historic preservation within Miami Beach to amend the Land Development Regulations of the City Code to address concerns related to future rooftop additions in the North Beach Resort Historic District;

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

SECTION 1. <u>AMENDMENT OF SECTION 142-1161 OF THE CITY CODE.</u>

That Chapter 142, Section 142-1161 entitled "Height Regulation Exceptions" of the Land Development Regulations of the City Code of Miami Beach, Florida, is hereby amended to read as follows:

* * *

(d) Rooftop additions.

(1) Restrictions. There shall be no rooftop additions to existing structures in the following areas: oceanfront lots within the Miami Beach Architectural District in the RM-3 or CD-3 zoning districts; non-oceanfront lots fronting Ocean Drive in the MXE zoning district. No variance from this provision shall be granted.

(2) Additional regulations. Existing structures within an historic district shall only be permitted to have habitable one-story rooftop additions (whether attached or detached), with a maximum floor to ceiling height of 12 feet<u>, except as hereinafter provided</u>. No variance from this provision shall be granted. The additions shall not be visible when viewed at eye level (5'--6" from grade) from

the opposite side of the adjacent right-of-way; for corner properties, said additions shall also not be visible when viewed at eye level from the diagonal corner at the opposite side of the right-of-way and from the opposite side of the side street right-of-way. Notwithstanding the foregoing, the line-of-sight requirement may be modified as deemed appropriate by the historic preservation board based upon the following criteria: (i) the addition enhances the architectural contextual balance of the surrounding area; (ii) the addition is appropriate to the scale and architecture of the existing building; (iii) the addition maintains the architectural character of the existing building in an appropriate manner; and (iv) the addition minimizes the impact of existing mechanical equipment or other rooftop elements. The placement and manner of attachment of additions (including those which are adjacent to existing structures) are subject to historic preservation board approval.

(3) *Collins Waterfront Historic District.* Notwithstanding the foregoing provisions of subsection 142-1161(d)(2), certain types of existing structures located within the Collins Waterfront Historic District may be permitted to have habitable rooftop additions (whether attached or detached) according to the following requirements:

a. Height of rooftop additions permitted for structures of five stories or less:

1. Existing buildings of five or less stories may not have more than a one story rooftop addition, in accordance with the provisions of subsection 142-1161(d)(2).

b. Height of rooftop additions permitted for hotel structures of greater than five stories:

1. For those structures determined to be eligible by the historic preservation board for rooftop additions of greater than one story in height according to the provisions of subsection ~~c.~~ (5) below, one story is allowed per every three stories of the existing building on which the addition is to be placed, to a maximum of four additional roof-top addition stories, with a maximum floor to floor height of 12 feet, and a maximum floor to roof deck height of 12 feet at the highest new story. The additional stories shall only be placed on the underlying structure creating the eligibility for an addition.

2. Rooftop additions permitted under this subsection, which are greater than one story, shall be for the sole purpose of hotel development. A restrictive covenant in a form acceptable to the city attorney committing the property to such hotel use, subject to release by the historic preservation board when such board determines that the restriction is no longer necessary, shall be recorded prior to the issuance of any building permit for a roof-top addition greater than one story.

(4) *North Beach Resort Historic District.* Notwithstanding the foregoing provisions of Section 142-1161 (d)(2), existing structures located within the North Beach

Resort Historic District may be permitted to have habitable rooftop additions (whether attached or detached) according to the following requirements:

a. Existing buildings of five (5) or less stories may not have more than a one story rooftop addition, in accordance with the provisions of subsection 142-1161(d)(2).

b. For those structures determined to be eligible by the historic preservation board for rooftop additions of greater than one story in height, according to the provisions of subsection (5) below, existing buildings of six (6) or more stories may have a two (2) story rooftop addition with a maximum floor to floor height of 12 feet, and a maximum floor to roof deck height of 12 feet at the highest new story. The additional stories shall only be placed on that portion of the underlying structure creating the eligibility for an addition.

(5) ~~c.~~ Design and appropriateness guidelines. In determining if existing structures are eligible for rooftop additions, the historic preservation board, in addition to any and all other applicable criteria and guidelines contained in these Land Development Regulations, shall consider whether:

a. ~~1.~~ The design of an existing structure (or part thereof) to which a new rooftop addition is to be attached is of such nature or style that it does not contain any significant original architectural crown element(s) or other designed composition of significant architectural features, nor does the overall profile of the structure including its rooftop design features have a distinctive quality that contributes to the special character of the historic district, as determined by the historic preservation board. Significant rooftop or upper facade elements or features may include but shall not be limited to towers, domes, crowns, ziggurats, masts, crests, cornices, friezes, finials, clocks, lanterns, original signage and other original architectural features as may be discovered.

b. ~~2.~~ The proposed rooftop addition shall be designed, placed and attached to an existing structure in a manner that:

1. ~~i.~~ Does not obscure, detract from, or otherwise adversely impact upon other significant architectural features of the existing structure, inclusive of significant features that are to be, or should be, restored or reconstructed in the future;

2. ~~ii.~~ Maintains the architectural contextual balance of the surrounding area and does not adversely impact upon or detract from the surrounding historic district;

3. ~~iii.~~ Is appropriate to the scale and architecture of the existing building;

4. ~~iv.~~ Maintains the architectural character of the existing building in an appropriate manner;

5. ~~v.~~ Does not require major demolition and alterations to existing structural systems in such manner as would compromise the architectural character and integrity of the existing structure; and

6. ~~vi.~~ Minimizes the impact of existing mechanical equipment or other rooftop elements.

c. ~~d.~~ The placement and manner of attachment of additions (including those which are adjacent to existing structures) are subject to the historic preservation board granting a Certificate of Appropriateness for any demolition that may be required as well as for the new construction.

d. ~~e.~~ The entire structure shall be substantially rehabilitated~~, in accordance with the Secretary of the Interior Standards~~.

e. ~~f.~~ Notwithstanding the foregoing, the overall height of any structure located in the Collins Waterfront Historic District or the North Beach Resort Historic District may not exceed the height limitations of the underlying zoning district. No additional stories may be added under this section through height variances from the underlying zoning district regulations.

f. ~~g.~~ No variance from this provision shall be granted.

SECTION 2. REPEALER.

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

SECTION 3. SEVERABILITY.

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

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Land Development Regulations of the City Code 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 5. <u>EFFECTIVE DATE.</u>

This Ordinance shall take effect ten days following adoption.

PASSED and ADOPTED this _____ day of _____, 2004.

_____
MAYOR

ATTEST:

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

_____ 3-7-04
CITY ATTORNEY **DATE**

First Reading: February 25, 2004
Second Reading: March 17, 2004

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

<u>Underscore</u> denotes new language.
~~Strike-through~~ denotes deleted language.

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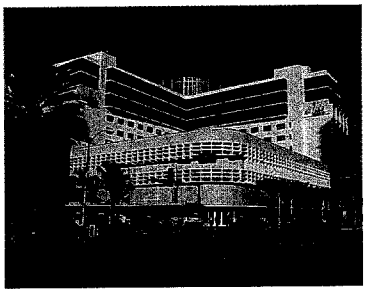
EXAMPLES OF ROOFTOP ADDITIONS IN MIAMI BEACH'S HISTORIC DISTRICTS

DiLido Hotel (now the Ritz Carlton) – 1669 Collins Avenue

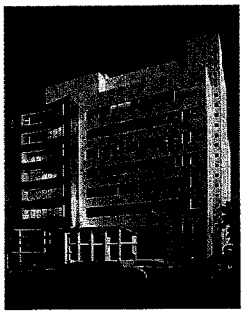
EXAMPLES OF ROOFTOP ADDITIONS IN MIAMI BEACH'S HISTORIC DISTRICTS

DiLido Hotel (now the Ritz Carlton) – 1669 Collins Avenue



EXAMPLES OF ROOFTOP ADDITIONS IN MIAMI BEACH'S HISTORIC DISTRICTS

Allison Hotel (later the Comfort Inn and now to become Cabana) – 6261 Collins Avenue
Proposed Two-Story Rooftop Addition Approved by the Historic Preservation Board



EXAMPLES OF ROOFTOP ADDITIONS IN MIAMI BEACH'S HISTORIC DISTRICTS

Allison Hotel (later the Comfort Inn and now to become Cabana) – 6261 Collins Avenue
Proposed Two-Story Rooftop Addition Approved by the Historic Preservation Board

EXAMPLES OF ROOFTOP ADDITIONS IN MIAMI BEACH'S HISTORIC DISTRICTS

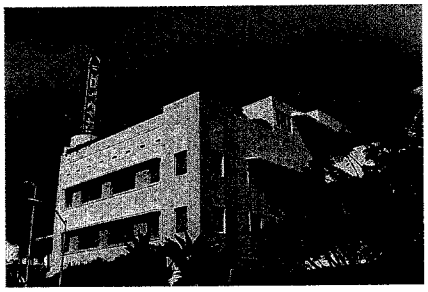
Netherland Hotel – 1330 Ocean Drive

EXAMPLES OF ROOFTOP ADDITIONS IN MIAMI BEACH'S HISTORIC DISTRICTS

Raleigh Hotel – 1773 Collins Avenue

EXAMPLES OF ROOFTOP ADDITIONS IN MIAMI BEACH'S HISTORIC DISTRICTS

Tiffany Hotel – 801 Collins Avenue



EXAMPLES OF ROOFTOP ADDITIONS IN MIAMI BEACH'S HISTORIC DISTRICTS

Locust Apartments – 918 Ocean Drive

EXAMPLES OF ROOFTOP ADDITIONS IN MIAMI BEACH'S HISTORIC DISTRICTS

Barbizon Hotel – 530 Ocean Drive

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, March 17, 2004,** at 5:01 p.m., to consider the following:

An Ordinance Amending The Land Development Regulations Of The Miami Beach City Code; Amending Chapter 142, "Zoning Districts And Regulations"Amending Section 142-1161, "Height Regulation Exceptions"Amending Section 142-1161(D), "Rooftop Additions" By Modifying The Prohibition Of Rooftop Additions Of More Than One Story In The North Beach Resort Historic District; Providing For Codification, Repealer, Severability, And An Effective Date.

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

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of this ordinance are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk
City of Miami Beach

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

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

Ad #252

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

An Ordinance amending Chapter 138, "Signs," amending Article VI "Specific Use Signs," creating regulations and criteria for signs for vertical retail centers.

Issue:

Chapter 138 "Signs," does not provide for main use signs above the ground floor, unless they are building identification signs. Specifically, the City Code does not address signage on vertical retail centers – multi-story commercial buildings that may have retail uses above the ground floor.

Item Summary/Recommendation:

The proposed ordinance will create regulations and criteria within the Sign section of the City Code in order to permit additional exterior signage for those retail uses that currently are not permitted if they are above the ground floor.

The Administration recommends that the City Commission approve the Planning Board version of the proposed ordinance on first reading and set a second reading public hearing for the April 14, 2004.

Advisory Board Recommendation:

At the February 24, 2004 meeting of the Planning Board, a motion was made and seconded recommending that the City Commission approve the proposed ordinance as amended by the Board. The vote was 5-0 (two members absent). The Board also requested that the proposed ordinance be forward to the Design Review and the Historic Preservation Boards for review and comments. The Historic Preservation Board will meet on March 9, 2004 and the Design Review Board will meet on March 16, 2004; a verbal report will be presented at the City Commission meeting.

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Mercy Lamazares / Jorge G. Gomez

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R5F

DATE 3-17-04

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: March 17, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **Signs for vertical retail centers**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 138, ENTITLED "SIGNS", BY AMENDING ARTICLE VI, ENTITLED "SPECIFIC USE SIGNS", BY CREATING SECTION 138-205 TO ESTABLISH REGULATIONS AND CRITERIA FOR SIGNS FOR VERTICAL RETAIL CENTERS; PROVIDING FOR INCLUSION IN THE CITY CODE; PROVIDING FOR REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the Commission approve the Planning Board version of the proposed ordinance on first reading and set a second reading public hearing for April 14, 2004.

BACKGROUND AND ANALYSIS

The applicant, A & R Sobe, LLC, the developer of the "Potamkin Site," has submitted an application for an amendment to the Land Development Regulations of the City Code for the creation of regulations for Vertical Retail Centers.

The properties fronting at the northeast corner of 5th Street and Alton Road, known as the "Potamkin Site," are currently being developed as a commercial project by the applicants. The applicant is requesting an amendment to the signage regulations of the City Code which would allow the Historic Preservation Board and/or the Design Review Board, as applicable, to allow signage on vertical retail centers which exceeds the amount and size permitted by the existing signage regulations. A similar provision was enacted by the City last year for the Lincoln Road Signage District, that portion of Lincoln Road between Collins Avenue and Washington Avenue. This proposed ordinance is modeled on the Lincoln Road signage district ordinance, except that it would apply to vertical retail center sites.

The proposed vertical retail center site is situated at the entranceway to the City, which could benefit from well designed graphic signs. The proposed amendment is intended to encourage and allow for the introduction of more and better signage. The amendment is not intended to allow general advertising. Further, the requirement of Historic Preservation Board and/or the Design Review Board approval, as appropriate, for all signage will go a long way in assuring high quality, well designed, building signage which establishes an architectural identity.

The ordinance would permit flat wall, projecting or other building signs, which exceed the number and overall square footage ordinarily permitted by the City Code. These special signs would be subject to the approval of the Historic Preservation Board and/or the Design Review Board, as applicable.

PLANNING BOARD ACTION

At the February 24, 2004 meeting of the Planning Board, a motion was made and seconded recommending that the City Commission adopt the proposed ordinance and to also forward it to the Design Review and the Historic Preservation Boards for review and comments. The vote was 5-0 (two members absent). The Historic Preservation Board will meet on March 9, 2004 and the Design Review Board will meet on March 16, 2004; a verbal report will be presented at the City Commission meeting.

CONCLUSION

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

JMG/CMC/JGG/ML

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As Amended by the Planning Board on 2/24/04

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 138, ENTITLED "SIGNS", BY AMENDING ARTICLE VI, ENTITLED "SPECIFIC USE SIGNS", BY CREATING SECTION 138-205 TO ESTABLISH REGULATIONS AND CRITERIA FOR SIGNS FOR VERTICAL RETAIL CENTERS; PROVIDING FOR INCLUSION IN THE CITY CODE; PROVIDING FOR REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, property owners in the City have expressed a desire to develop what is known as a vertical retail center involving larger scale retail uses; and

WHEREAS, such vertical retail centers are desirable because they bring investment, retail opportunities and services to the citizens of Miami Beach not otherwise or previously available, but they do not fit within some of the existing regulations of the City's Land Development Regulations, particularly Chapter 138, Signs; and

WHEREAS, the City Commission desires to accommodate such vertical retail centers by recognizing the uniqueness of the design and sign requirements and opportunities for such centers;

WHEREAS, this ordinance seeks to amend the Land Development Regulations in Chapter 138 to accommodate signs for vertical retail centers.

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

SECTION 1. That Chapter 138, "Signs," Article VI, "Specific Use Signs," is hereby amended by creating a new section 138-205, entitled "Vertical Retail Center Signs," as follows:

Sec. 138-205. Vertical Retail Center Signs.

(a) Definitions.

(1) A *vertical retail center* means a commercial building with a minimum of 150,000 gross square footage floor area, exclusive of floor area for excess

parking and, including multiple commercial uses that are located above the ground floor.

(2) An *eligible use* in a vertical retail center is a use with a minimum of 12,500 square feet that is either retail, restaurant, or personal fitness center.

(b) Criteria.

(1) The center may have one designated sign area for every two street frontages, the location and configuration of which shall be subject to design review approval. Each designated sign area shall be up to 5 percent of the building façade on which it is located. Designated sign areas located on building corners shall be up to 5% of the smallest adjoining building facades, subject to Design Review or Historic Preservation Board, whichever has jurisdiction.

(2) The center shall have no more than six (6) business identification signs in each designated sign area. Each business identification sign shall not occupy more than twenty (20) percent of the designated sign area.

(3) An eligible use in a vertical retail center may, subject to the limitations contained in (b) (2) above, have no more than two (2) business identification signs on the external walls or projections of the center, exhibiting the name of the establishment and/or its brand identifying logo only. Individual capital letters shall not exceed 4'6" in height.

(4) Project entrance identification signs for the center are allowed. A project entrance identification sign may be wall mounted or projecting and may be located immediately adjacent to each vehicular or pedestrian entry to the project. Such signs may be up to 30 square feet in total sign area and may not exceed 10'-0" in overall height, subject to design review approval.

(5) Ground floor retail signage shall be as permitted in section 138-172, one (1) sign per store. In addition to the above, any retail use greater than 40,000 square feet on the ground floor may have one (1) additional wall or double-faced projecting sign, not to exceed 175 square feet, subject to design review approval.

(6) Project directory signs may be located inside the center near each vehicular or pedestrian entrance to the project, not visible from the right-of-way. These signs may be no more than 18 square feet in signage area per sign face and wall mounted or freestanding. Such project directory signs may list all tenants on all floors within the center and have a "You are Here" type map to orientate guests and visitors.

(7) Uses in vertical retail centers may also have business identification signs on interior walls, not visible from the right-of-way.

(8) The design review board, or historic preservation board, whichever by law has jurisdiction, shall approve a sign master plan for the center prior to the issuance of any sign permit. The appropriate board shall have design review authority over all signs above ground level; building and planning staff may approve all signs at ground level, as well as any replacement signage for new occupants within the previously approved Sign Areas, provided the same are otherwise in compliance with the criteria set forth herein.

(10) There shall be no variances from this section.

SECTION 2. REPEALER.
All ordinances or parts of ordinances and all sections and parts of sections in conflict herewith are hereby repealed.

SECTION 3. INCLUSION IN THE CITY CODE.
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 _____ 2004.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM
AND LANGUAGE & FOR EXECUTION

_____ 3-11-04
City Attorney Date

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution approving on First Reading/ Public Hearing, in accordance with the requirements of Sections 163.3220 - 163.3243, Florida Statutes, also referred to as the Florida Local Government Development Agreement Act, a proposed Development Agreement between the City of Miami Beach and AR&J SOBE, LLC (a/k/a Potamkin/Berkowitz) for the development of the project, presently referred to as "5th and Alton", containing approximately 179,000 square feet of retail area and a supermarket and an approximate 943 space parking garage facility, including an intermodal/transportation component, an integrated parking garage, vertical transportation, ramps, ventilation, etc., and surrounding streetscape and public infrastructure to serve the project, bounded by Lenox Avenue on east, Alton Road on west, 6th Street on north and 5th Street on the south, in Miami Beach and setting the Second Public Hearing.

Issue:

Shall the Mayor and City Commission approve on First Reading a Development Agreement between City of Miami Beach and AR&J SOBE, LLC (a/k/a Potamkin/Berkowitz)?

Item Summary/Recommendation:

A Resolution to open and continue the approval of the Development Agreement on First Reading to April 14, 2004 whereby the City will participate in a joint development opportunity to construct public parking within a mixed use project at the entryway to the City at 5th Street and Alton Road.

A Second Public Hearing will include the City Commission's consideration of the Declaration of Restrictions and Reciprocal Easement Agreement that will govern the parties and the operation and management of the public garage within the project.

Advisory Board Recommendation:

Finance & Citywide Projects Committee – December 22, 2003 - Referred to full Commission.

Transportation & Parking – February 2, 2004 and March 1, 2004

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

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AGENDA ITEM R7A

DATE 3-17-04

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: March 17, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING ON FIRST READING/PUBLIC HEARING, IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 163.3220 - 163.3243, FLORIDA STATUTES, ALSO REFERRED TO AS THE FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT; A PROPOSED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND AR&J SOBE, LLC (a/k/a POTAMKIN/BERKOWITZ) FOR THE DEVELOPMENT OF THE PROJECT, PRESENTLY REFERRED TO AS "5TH AND ALTON", CONTAINING APPROXIMATELY 179,000 SQUARE FEET OF RETAIL AREA AND A SUPERMARKET AND AN APPROXIMATE 943 SPACE PARKING GARAGE FACILITY, INCLUDING AN INTERMODAL/ TRANSPORTATION COMPONENT, AN INTEGRATED PARKING GARAGE, VERTICAL TRANSPORTATION, RAMPS, VENTILATION, ETC., AND SURROUNDING STREETSCAPE AND PUBLIC INFRASTRUCTURE TO SERVE THE PROJECT, BOUNDED BY LENOX AVENUE ON EAST, ALTON ROAD ON WEST, 6th STREET ON NORTH AND 5th STREET ON THE SOUTH, IN MIAMI BEACH AND SETTING THE SECOND PUBLIC HEARING.**

RECOMMENDATION

Open and continue.

ANALYSIS

In July 2002, the Administration began meeting with representatives of the site generally located on 5th Street and Alton Road, owned by the Potamkin family, to review a preliminary site plan for a five (5) level mixed-use retail complex, including over 900 parking spaces. One of the proposed commercial uses for the project included a supermarket and, to that end, Publix issued a letter of intent to lease a ground floor area in the complex. In accordance with the City Commission's directive and the community's identified needs, the City's interest in the project development was primarily focused on achieving the public benefit of locating a supermarket, exploring transit and excess parking opportunities, and developing a gateway project at one of the City's main arterial entryway.

The proposed site contains approximately three (3) acres, and a vacation of the public alley would be required for the project to proceed. This project has been the subject of much discussion due to (1) its pivotal location at the entrance to Miami Beach from the MacArthur

Causeway, (2) due to transportation/concurrency issues that will affect ingress/egress to the site, and (3) massing/height issues related to the project. To that end, the developer has been working with the City's design review and planning staff in redesigning the project to be of the highest quality, commensurate with its prominent location.

On October 25, 2002, the Finance and Citywide Projects Committee discussed this proposal to determine the City's interest in the project. The Committee made a motion to authorize the Administration to move forward and fine tune negotiations with the project developers; exploring the following: the vacation of the public alley, determination of the relative value of said alley, the possibility of participating in the project as a partner in building and/or operating the garage portion of the development, and the availability of grants and other resources for funding construction of any city participation.

Over the past year, the City Administration has worked diligently with the project developers to negotiate terms that would serve in the mutual best interest of the parties. The attached term sheet reflects the terms negotiated by the parties and was presented to the Finance and Citywide Projects Committee on December 22, 2003. The Committee referred the item to the full Commission for action and the Committee's comments from that meeting are incorporated in the attached term sheet in bold and italics.

Concurrent with the negotiations, the Potamkin/Berkowitz group is appearing in front of the Planning Board to seek approval to implement a signage overlay district to permit effective signage for the Supermarket and for the retail tenants within the Project. Additionally, the project developers continue with their outreach initiative, scheduling meetings with various Citywide committees to present the proposed project schematics and to obtain community input. Since January 2004, the Developer has presented its plans before the Finance and Citywide Projects Committee and the Parking and Transportation Committee on two occasions; and are scheduled to go before the Tuesday Morning Breakfast Club and other committees.

While support for the Project is generally widespread, at both the Transportation and Parking and Finance and Citywide Projects Committee, the public raised some concerns on the economic viability of the parking operation and ingress/egress challenges to the site. The parties will continue to seek further community outreach with area businesses/residents.

Concurrent actions required to finalize a Development Agreement include negotiation of a:

- Declaration of Restrictions and Reciprocal Easement Agreement ("DR&REA") that will govern the parties and the operation and management of the public garage within the project.
- Final operating proforma for the operation and management of the garage within the project.
- Clarification of all Federal Transportation Administration (FTA) funding requirements and restrictions. A meeting had been scheduled with FTA on April 5, 2004 in Atlanta.

Subject to these conditions, the parties are still in the process of finalizing certain terms.

Additionally, and of extreme importance, a recent review of the Developer's architectural schematics indicates that a majority of the excess public parking results in the project exceeding the permissible FAR of 2.0, rendering the project infeasible. Therefore, the Developer is evaluating whether to proceed with the excess parking portion of the project.

As the City continues to evaluate parking opportunities to leverage private sector investment in the City, the City Commission should discuss the policy issue of whether excess public parking should continue to be counted against FAR calculations. As an inducement to promote public parking within private projects, the City Commission may consider amending the LDR's to encourage development of excess public parking without impacting FAR calculations. If desired, this policy issue can be referred to the next Land Use and Development Committee meeting for further discussion.

As a result of the outstanding issues and recent FAR findings, the Developer has proposed and is considering bifurcating the Development Approval process by proceeding with the vacation of the Public Right-of-way application to be scheduled for a public hearing on April 14, 2004, while the pending issues are worked thru, including meeting with FTA.

Therefore, the Administration recommends opening and continuing the approval of the Development Agreement on First Reading to April 14, 2004. The Second Public Hearing will include the City Commission's consideration of the DR&REA.

JMG/CMC/rar
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CITY OF MIAMI BEACH
NOTICE OF 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, March 17, 2004, at 2:00 p.m.**, to consider the following:

TO CONSIDER APPROVING, ON FIRST READING, A PROPOSED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND AR&J SOBE, LLC, FOR THE DEVELOPMENT OF THE PROJECT, PRESENTLY REFERRED TO AS "5TH AND ALTON", CONTAINING APPROXIMATELY 179,000 SQUARE FEET OF RETAIL AREA AND A SUPERMARKET AND AN APPROXIMATELY 943 SPACE PARKING GARAGE FACILITY, INCLUDING AN INTERMODAL/ TRANSPORTATION COMPONENT, AN INTEGRATED PARKING GARAGE, VERTICAL TRANSPORTATION, RAMPS, VENTILATION, ETC., AND SURROUNDING STREETSCAPE AND PUBLIC INFRASTRUCTURE TO SERVE THE PROJECT, BOUNDED BY LENOX AVENUE ON THE EAST, ALTON ROAD ON THE WEST, 6th STREET ON THE NORTH AND 5th STREET ON THE SOUTH, IN MIAMI BEACH.

Inquiries may be directed to the Economic Development Department at (305) 673-7193.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of the proposed Development Agreement are available for public inspection during normal business hours in the City Manager's Office, 1700 Convention Center Drive, 4th 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.

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

(Ad #251)

F WEDNESDAY, MARCH 10, 2004

RESOLUTION TO BE SUBMITTED

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution to ratify the three (3) year labor agreement between the City of Miami Beach and the International Association of Firefighters (IAFF).

Issue:

Shall the City of Miami Beach ratify the three (3) year labor agreement between the City of Miami Beach and the International Association of Firefighters (IAFF)?

Item Summary/Recommendation:

Adopt the Resolution. This Resolution will provide IAFF Employees with an across the board cost-of-living increase of 3% starting October 5, 2003, 3% starting October 4, 2004, and 3.5% starting October 9, 2005, and will include the same increases to the minimum and maximum of the salary ranges. There will be an addition of 100 vacation hours that can be accrued, and paid out at the time of termination. There will be a provision to provide holiday pay to those employees whose day off or "R" day falls on a holiday. Additionally, the new contract will provide a Union time bank of 1500 hours per year to work toward early grievance resolution, and allow all employees to receive an additional 2.5% should they receive State Fire Instructor or State Fire Prevention Certification. Beginning in Year 3, there will be a .75% increase to Paramedic pay, and an additional .75% at the end of Year 3.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount		Account	Approved
		Year 1 cost	Total contract cost (3 Year)		
	1	$399,132	$1,304,251	COLA - Fire Department	
	2	$215,956	$703,898	Holiday Pay – Fire Department	
	3		$82,944	Paramedic Pay – Fire Department	
	4	$18,862	$61,323	Increase annual leave cap – Fire Department	
	5	$55,500	$180,900	Union time bank – Fire Department	
	6	$28,271	$222,480	State Fire Instructor and Prevention Certification – Fire Department	
Finance Dept.	Total	$717,721	$2,555,796		

City Clerk's Office Legislative Tracking:

Linda Gonzalez

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R7B

DATE 3-17-04

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: March 17, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA TO RATIFY A THREE YEAR LABOR AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, FOR THE PERIOD FROM OCTOBER 1, 2003 THROUGH SEPTEMBER 30, 2006, AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.**

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

BACKGROUND:

On September 29, 2003, the City of Miami Beach and the International Association of Firefighters (IAFF) held the first negotiation session to collectively bargain a new contract. The Administration received direction from the City Commission on the proposals made by both sides through an Executive Session held on December 9, 2003. The Administration's goals in completing the new contract included: ensuring fiscal responsibility; maintaining the ability to recruit the most qualified firefighters in our workforce; retaining our current firefighters by remaining at the top or near the top in every pay and benefit category and having a contract that is considered equitable by both the Administration and the IAFF.

To ensure our goals were met, the Administration met with the Budget Advisory Committee (BAC) on January 6, 2004 and discussed the budget as it related to the contract proposals and fiscal responsibility going forward. The City also conducted a detailed salary and benefits survey of six (6) surrounding municipalities which provided a benchmark for negotiations and confirmed that the IAFF contract was already one of the best available before the negotiation process started. Four (4) municipalities responded to the salary portion of the survey and the City of Miami Beach ranked number one for the maximum base pay, (including longevity pay), for the classifications of Firefighter I, Firefighter II, Captain and Lieutenant. The City of Miami Beach ranked number one in a comparison of the overall benefits available to firefighters. In addition, there have been zero (0) firefighters who left the City for another employer over the past three years.

On January 26, 2004, after three negotiation sessions, negotiators for the City of Miami Beach and the International Association of Firefighters (IAFF) successfully concluded negotiations for a three year collective bargaining agreement.

The Union membership has reviewed the proposed Agreement and voted to ratify it as presented.

While negotiators for the City and the Union were obliged to represent the best interest of their respective "clients," the shared goal was to produce an Agreement that was equitable as to competitive compensation and working conditions. The following is a summary of the most significant changes from the previous Agreement.

Wages

The term of the Agreement will extend for three (3) years from October 1, 2003 through September 30, 2006. Effective with the first full payroll period that begins on or after October 5, 2003 bargaining unit employees will receive a three percent (3%) salary increase. In addition, effective with the first full payroll period that begins on or after October 4, 2004 bargaining unit employees will receive a three percent (3%) salary increase. Finally, effective with the first full payroll period that begins on or after October 9, 2005 bargaining unit employees will receive a three and one half percent (3.5%) salary increase. The minimum and maximum of the salary range will be adjusted accordingly each year of the contract. (The contract cost for COLA is $1,304,251.)

Currently, if a holiday falls on a day off or "R" day, the employee receives no holiday pay. This contract affords the employee holiday pay at straight time which can be used as an alternate holiday, or banked as "comp" time, to be taken within one year, which is similar with other municipalities. (The contract cost for holiday pay is $703,898.)

Effective with the start of the third year of the contract, paramedic incentive pay, currently paid at seven percent (7%), will be increased to seven and three quarter's percent (7.75%), and to eight and one half percent (8.5%) at the end of year three of the contract. (The contract cost for paramedic incentive pay is $82,944.)

Currently there is a restriction on the employees that will be paid any incentive for obtaining their State Fire Inspector and State Instructor certifications. This contract will allow the two and one half (2.5%) incentive to be paid to all IAFF members who obtain the certification allowing more employees to respond to Fire Code Violations and training needs of the Department. (The contract cost for Inspector and Instructor certification is $222,480.)

The IAFF will be allowed to utilize a time bank of fifteen hundred hours per year for Union business and early grievance resolution. (The contract cost for the time bank is $180,900.)

Based on current active employees, the estimated cost for the wage increase is approximately $717,721 for Fiscal Year 2003/2004; approximately $787,096 for Fiscal Year 2004/2005; and approximately $1,050,979 for Fiscal Year 2005/2006.

Other Economic and Contractual Agreements

1. Amend the formula used for calculating the City's contribution to the Health Trust

The amount paid to the Health Trust, (Trust) will now be based on the Trust's actual claims experience, and not based on the City's Preferred Provider Organization (PPO) plan. Although the City's PPO plan increase had no correlation to the Trust's increase, the City is contractually bound by it. This contribution method ensures that the IAFF Health Trust will be kept financially secure, while allowing the City contributions to reflect their actual premiums. Based on the experience over the past three years of the current contract, the new formula represents a savings of approximately $520,000 for the new contract period.

2. Election of Remedies

The parties agreed that the grievance/arbitration process set forth in the Agreement and the use of a Special Master shall be the methods available for resolving all grievances filed by the bargaining unit. The Personnel Board will no longer have jurisdiction to hear any grievances or appeals filed by IAFF members.

3. Re-Openers

Effective January 1, 2006, the City reserves the right to re-open the article on Uniform cleaning allowance, and explore the possibility of providing a cleaning service in an effort to reduce costs to the City. The Union reserves the right to re-open and resume discussion regarding the Deferred Retirement Option Plan (DROP). The IAFF also reserves the right to a "me-too" with the Fraternal Order of Police (FOP).

4. Buyback of Probationary Time

The parties have agreed to extend the buyback of probationary time up until the time of retirement with three percent (3%) interest per year. Prior to this agreement, employees had to utilize the buyback within six months of completing their probationary period.

5. Vacation Cap

There will be an addition of 100 vacation hours that can be accrued and can be paid out at time of termination.

CONCLUSION:

The negotiated contract ensures that the City will meet its goals of continuing fiscal responsibility, hiring and retention of the best firefighters, maintaining the best pay and benefits available, while providing for an equitable contract for both the City and the IAFF members. The Administration recommends that the Mayor and City Commission adopt the Resolution to implement the collective bargaining adjustments negotiated between the City of Miami Beach and International Association of Firefighters (IAFF) for the period covering October 1, 2003 through September 30, 2006.

JMG\RI\LG
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RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA TO RATIFYING A THREE YEAR LABOR AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), FOR THE PERIOD FROM OCTOBER 1, 2003 THROUGH SEPTEMBER 30, 2006, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.

WHEREAS, the City Manager is herein submitting to the Mayor and City Commission the attached Labor Agreement recently negotiated between the City of Miami Beach, Florida, and the International Association of Firefighters, (IAFF), the bargaining agent certified by the Public Employees Relations Commission (PERC) for the employees covered by said Agreement; and

WHEREAS, the previous Labor Agreement was for a three year period from October 1, 2000 through September 30, 2003 and has expired; and

WHEREAS, the IAFF bargaining unit has ratified the attached Labor Agreement, and the City Manager recommends that the City Commission ratify and authorize the execution of the Labor Agreement between the City and the IAFF Union.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the attached Labor Agreement between the City of Miami Beach and the IAFF from the period covering from October 1, 2003 through September 30, 2006, is hereby ratified and that the Mayor and City Clerk are authorized to execute the Agreement.

PASSED AND ADOPTED this ___ day of _____, 2004.

ATTEST:

_____ _____

CITY CLERK **MAYOR**

JMG/RI/LG

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 3/8/04 Date

A G R E E M E N T

Between

CITY OF MIAMI BEACH, FLORIDA

and the

FIRE FIGHTERS OF MIAMI BEACH
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 1510

AFL-CIO-CLC

Period Covered

October 1, 2003 through September 30, 2006

TABLE OF CONTENTS

		PAGE
AGREEMENT		1
ARTICLE 1	**RECOGNITION**	2
ARTICLE 2	**DEDUCTION OF UNION DUES**	
Section 2.1	Check off	3
Section 2.2	Indemnification	3
ARTICLE 3	**GRIEVANCE PROCEDURE**	
Section 3.1	Definition of Grievance and Time Limit for Filing	4
Section 3.2	Definitions of Weekday	4
Section 3.3	Grievance Procedure	4
Section 3.4	Election of Remedies	5
Section 3.5	Binding Arbitration	5
Section 3.6	Authority of Arbitrator	6
Section 3.7	Expenses	6
Section 3.8	Processing Grievance	6
Section 3.9	Suspensions, Reductions in Pay or Class, or Removal	6
Section 3.10	Probationary Period	7
Section 3.11	Union Grievance Committee	7
Section 3.12	Waiver of Time Limitations	7
ARTICLE 4	**NO STRIKE AND NO LOCKOUT**	
Section 4.1	No Strike	8
Section 4.2	No Lockout	8
ARTICLE 5	**MANAGEMENT RIGHTS**	9
ARTICLE 6	**GENERAL PROVISIONS**	
Section 6.1	No Discrimination	10
Section 6.2	Union Activity	10
Section 6.3	Seniority List	10
Section 6.4	Relief at Fire	10
Section 6.5	Exchange of Time	10
Section 6.6	Protection of City Property and Equipment	10
Section 6.7	Uniforms	10
Section 6.8	Meetings between Parties	11
Section 6.9	Time Bank	11
Section 6.10	Line of Duty Injuries	11
Section 6.11	Change in Shifts	12

TABLE OF CONTENTS (Continued)

PAGE

ARTICLE 6 **GENERAL PROVISIONS,** continued

Section 6.12 Fire and Rescue Off Duty Services 12
Section 6.13 Promotional Examinations & Appointments 12
Section 6.14 Light Duty Assignments 17
Section 6.15 Injury Service Connected 17
Section 6.16 Jury Duty 18
Section 6.17 Reduction in Work Force 19
Section 6.18 Infectious Disease Presumption 19
Section 6.19 Seniority Bid System 19
Section 6.20 Minimum Staffing 19

ARTICLE 7 **WAGES AND FRINGE BENEFITS**

Section 7.1 Wage Increases 20
Section 7.2 Fire Rescue Duties 20
Section 7.3 Fire Prevention Duties 22
Section 7.4 Support Services Duties 23
Section 7.5 Work Out of Classification 24
Section 7.6 Overtime 24
Section 7.7 Call-in Guarantee 24
Section 7.8 Holidays 24
Section 7.9 Vacation Benefits 25
Section 7.10 Negotiation Pay 26
Section 7.11 Sick and Vacation Leave Accrual, Maximum Payment on Termination 26
Section 7.12 Hours of Work 27
Section 7.13 Insurance 27
Section 7.14 Recertification 29
Section 7.15 Court Time 29
Section 7.16 On-Call 30
Section 7.17 Shift Training Coordinator 30
Section 7.18 Pension Pick-up 30
Section 7.19 Rescue Out of Class (ROC) 30
Section 7.20 Pension 30
Section 7.21 Buyback of Probationary Time 35
Section 7.22 Fire/Rescue Recreation Fund 35
Section 7.23 Voting Time 36
Section 7.24 Commission on Fire Accreditation International Pay Supplement 36

ARTICLE 8 **JOINT OCCUPATIONAL SAFETY AND HEALTH**

Section 8.1 Committee Make-up and Responsibilities 37
Section 8.2 Personal Equipment 38
Section 8.3 Ladder Testing 38
Section 8.4 Air Quality Evaluations 38
Section 8.5 SCBA Repair 38

ARTICLE 9 **LEAVE OF ABSENCE**
Section 9.1 Educational Leave and Tuition Refund 39
Section 9.2 Bereavement 39

ARTICLE 10 **TRANSFER OF SERVICES**
Section 10.1 Notice 40
Section 10.2 Discussions 40

ARTICLE 11 **DRUG/ALCOHOL TESTING**
Section 11.1 Selection 41
Section 11.2 Screening 42
Section 11.3 Expedited Arbitration 43
Section 11.4 Rehabilitation 44

ARTICLE 12 **SAVINGS** 46

ARTICLE 13 **WAIVER AND ENTIRE AGREEMENT** 47

ARTICLE 14 **TERM OF AGREEMENT** 48

EXECUTION 49

ELECTION OF REMEDY FORM 50

APPENDIX A 52

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2004 by and between the CITY OF MIAMI BEACH, FLORIDA (herein called the "City"), and the FIREFIGHTERS OF MIAMI BEACH INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1510, AFL-CIO-CLC (herein called the "Union").

SCOPE

It is the intention of this Agreement to provide for salaries, fringe benefits, and other terms and conditions of employment. It is further the intention of this Agreement to prevent interruption of work and interference with the efficient operation of the City and to provide for an orderly, prompt and just manner in handling grievances.

Within the context of this Agreement, the use of masculine-gender terms shall be considered gender-neutral and are freely interchangeable with the corresponding female-gender terms.

ARTICLE 1

RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative for the purpose of negotiations over wages, hours, and other terms and conditions of employment for the following classifications in the Fire Department:

Fire Fighter I
Fire Fighter II,
Fire Lieutenant,
Fire Captain, and
all probationary employees serving in these classifications.

All other employees in other present classifications, including Fire Chief, Assistant Chief, Division Chief, and any other classifications established by the City, are excluded.

ARTICLE 2

DEDUCTION OF UNION DUES

2.1. Checkoff. Upon receipt of a lawfully executed written authorization from an employee, which is presented to the City by an official designated by the Union in writing, the City agrees during the term of this Agreement to deduct the uniform biweekly Union dues of such employees from their pay and remit such deductions to the Union Treasurer, together with a list of the employees for whom deductions were made; provided, however, that such authorization is revocable at the employee's will upon thirty (30) days written notice to the City and the Union. The Union will notify the City in writing of the exact amount of such uniform membership dues to be deducted. The Union will notify the City in writing thirty (30) days prior to any change in its dues structure. In January of each year of this Agreement, the Union will remit to the City $400.00 as an administrative fee for the collection of dues by the City.

2.2. Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 3

GRIEVANCE PROCEDURE

3.1. Definition of Grievance and Time Limit for Filing. A grievance is a dispute involving the interpretation or application of the express terms of this Agreement, excluding matters not covered by this Agreement; or where Personnel Board rules and regulations are involved; provided that disciplinary actions, including discharges, may be grieved under this Article, as provided herein. See Section 3.4 (Election of Remedies) for procedures to be utilized in particular circumstances.

3.2. Definitions of Weekday. The term "weekday", as used herein shall be defined as any day, Monday through Friday, excluding holidays, recognized by the City.

3.3. Grievance Procedure. Grievances shall be processed as follows:

Step 1: Any employee who believes he/she has a grievance shall present it in writing, on the Grievance Form provided by the City, to his/her Division Chief, or other person designated for that purpose, who shall give his/her answer within six (6) weekdays after such presentation. The employee will also provide the Union with a copy of said grievance. If the City form is not available through the Division Chief's office, the time limit for filing shall be waived until such time as the form is provided to the grieving party.

Step 2: If the grievance is not settled in Step 1 and the Union Grievance Committee desires to appeal, it shall be referred in writing by the Union to the Fire Chief within six (6) weekdays after the City's answer in Step 1. The Election of Remedy Form shall be completed and signed by the IAFF and/or the grievant, and attached to the Step 2 grievance. The Fire Chief, or his/her representative, shall discuss the grievance within six (6) weekdays with the Union Grievance Committee at the time designated by the City. If no settlement is reached, the Fire Chief, or his/her representative, shall give the City's written answer to the Union Grievance Committee within six (6) weekdays following their meeting.

Step 3: If the grievance is not settled in Step 2 and the Union Grievance Committee desires to appeal, it shall appeal in writing to the City Manager or his/her designee within six (6) weekdays after the City's answer in Step 2. A meeting between the City Manager, or his/her representative, and the Union Grievance Committee shall be held within six (6) weekdays. The City Manager, or his/her representative, shall give the City's written answer to the Union Grievance Committee within ten (10) weekdays following the meeting.

Any untimely filing of a grievance at any step will be considered withdrawn. Upon mutual agreement of the parties, grievances may be consolidated or grouped, and may also be commenced at Step 3 of the procedure.

Section 3.4. Election of Remedies. Disciplinary actions may be grieved (1) under the grievance/arbitration provisions contained in this Article or (2) to a Hearing Examiner, who shall be selected by utilizing the procedures outlined in Section 3.5 of this Article. A grievance involving the interpretation or application of this Agreement may be grieved solely under the grievance/arbitration provisions contained in this Article. Grievances regarding certain non-disciplinary matters, such as disagreements as to the waiving or application of changes to personnel rules or other work rules or policies may be filed by the bargaining agent via the Personnel Board procedures.

The decision of the Hearing Examiner shall be final and binding. The cost of a Hearing Examiner shall be borne by the City. Any proceedings before the Hearing Examiner shall be conducted pursuant to the attached Hearing Examiner Rules.

3.5. Binding Arbitration. If the grievance involves a difference of opinion with respect to the interpretation or application of the express terms of this Agreement and said grievance has not been settled in accordance with the foregoing procedure, the Union Grievance Committee may refer the grievance to binding arbitration within six (6) weekdays after receipt of the City's answer in Step 3.

The parties shall attempt to agree upon an arbitrator within six (6) weekdays after receipt of notice of referral and, in the event the parties are unable to agree upon an arbitrator within said six (6) weekday period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; and the other party shall then strike two names.

The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection within six (6) weekdays by a joint letter from the City and the Union requesting that he set a time and place for the hearing, subject to the availability of the City and Union representatives.

3.6. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall submit in writing his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to extend such limitation. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. If the arbitrator acts in accordance with this section, the decision of the arbitrator shall be final and binding.

3.7. Expenses. All costs of arbitration, including the arbitrator's fees and expenses, shall be divided equally between the City and the Union provided, however, that each party shall be responsible for compensating its own representatives or witnesses. Either party desiring a copy of the transcript shall bear the cost of same.

3.8. Processing Grievance. All grievance discussions and investigations shall take place in a manner which does not interfere with the operation of the Fire Department. Any time spent by the Grievance Committee of the Union in discussions or processing grievances at Step 1, 2, or 3 during their working hours, shall not result in loss of earnings or benefits.

3.9. Suspensions, Reductions in Pay or Class, or Removal. Any dispute concerning an employee who has completed his/her probationary period, and who is suspended, reduced in pay, or classification, or removed, shall be processed through the Personnel Board under the statutory procedure governing such appeals, or under this contractual grievance procedure upon the election of the employee within ten (10) days of the event giving rise to the dispute. An election of one procedure shall foreclose any resort to the other procedure. If the employee elects to utilize this contractual grievance procedure, it shall commence at Step 3.

3.10 Probationary Period. Nothing herein shall in any way affect the discretion presently accorded the Fire Chief with respect to employees in their probationary period following hire, or in their probationary period

following promotion. It is specifically understood by the parties that the exercise of the Fire Chief's discretion in this regard shall not in any way be subject to the grievance procedure set forth herein.

3.11 Union Grievance Committee. The Union shall appoint a Grievance Committee of not more than three (3) members, and shall notify in writing the Fire Chief and the City Manager of the name or names of the employee or employees serving on this committee, and of any changes in the members of the committee. The members of this committee may not conduct any investigation while on duty without receiving the permission of the Fire Chief; however, such permission shall not unreasonably be withheld.

3.12 Waiver of Time Limitations. The parties may mutually agree in writing to extend any of the time limitations set forth above for the processing of grievances.

ARTICLE 4

NO STRIKE AND NO LOCKOUT

4.1 No Strike. The parties hereby recognize the provisions of Chapter 447 of the Florida Statutes which define strikes, prohibit strikes, and establish penalties in the case of a strike and incorporate those statutory provisions herein by reference. The parties further agree that the City shall have the right to discharge or otherwise discipline any employee(s) who engage(s) in any activity defined in Section 447.203(6) of the Florida Statutes, at its discretion, provided that an employee may grieve and have arbitrated the question of whether or not he engaged in the prohibited conduct.

4.2. No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5

MANAGEMENT RIGHTS

It is recognized that, except as stated herein, the City shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the City and the Fire Department in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the Fire Department; to determine or change the methods, means, organization, and personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule or reschedule the working hours, to hire and promote; to demote, suspend, discipline or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons, subject to the Personnel Rules of the City; to make, change, and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 6

GENERAL PROVISIONS

6.1. No Discrimination. In accordance with applicable federal, state, and local law, the City and the Union agree not to discriminate against any employee on the basis of any protected classification.

6.2. Union Activity. The City and the Union agree not to interfere with the right of employees to become or not become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership. It is understood that the Union specifically retains any rights it has arising out of Chapter 447, Florida Statutes, with regard to its representational activities.

6.3. Seniority List. The City shall, on March 1st of each year, prepare a seniority list by time in rank or grade of all employees covered by this Agreement and immediately thereafter post such list in each fire station. Such seniority list shall stand as posted unless an objection is reported to the Fire Chief within forty (40) calendar days after posting.

6.4. Relief at Fire. In the event of a fire or fires, or other emergencies requiring employees to work longer than their regular tour of duty, the officer in charge shall attempt to relieve these employees by the oncoming tour as soon as feasible.

6.5. Exchange of Time. The Fire Chief, or designee may grant a request of any two (2) employees to exchange shifts if the City will not incur any overtime costs as a result thereof.

6.6. Protection of City Property and Equipment. It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean, and returned to its place of storage. The City agrees to provide designated areas for the storage of bunker gear.

6.7. Uniforms. The City agrees to continue to provide uniforms at its expense for the employees covered by this Agreement. The present program concerning the providing of windbreaker jackets will be continued. All uniformed employees covered by this agreement shall receive $50.00 per month for uniform cleaning and

maintenance. The City reserves the right, on January 1, 2006 or thereafter, to reopen this Agreement to discuss the implementation of a uniform and clothing cleaning service program to replace the current contractual provisions concerning uniform and clothing allowance.

6.8. Meetings between Parties. At the reasonable request of either party, the Union President, or his/her representative, and the City Manager, or his/her representative, shall meet at a mutually agreed-to time and place to discuss matters of mutual concern.

6.9. Time Bank. The IAFF and its designees or other members of the Executive board as determined by the President, shall have the right to conduct union business (under the conditions described in this Section), through the use of a time bank. For fiscal year 2003-2004, the time bank shall be 1500 hours, covering the period October 1, 2003 through September 30, 2004. For fiscal year 2004-2005, the time bank shall be 1500 hours, covering the period October 1, 2004 though September 30, 2005. For fiscal year 2005-2006, the time bank shall be 1500 hours, covering the period October 1, 2005 through September 30, 2006. Unused time bank hours from one contract year shall rollover to the next contract year, not to exceed a total maximum of 3000 hours per contract year. No more than two (2) employees per shift may be granted union time bank leave at any one time. The President of the IAFF shall provide a minimum of twenty-four (24) hours notice to the Fire Chief for any leave to be granted. Time for attendance at negotiations for a successor agreement is addressed in Article 7.10 of this Agreement. In addition, administrative time which has been provided in the past (as determined by the Fire Chief), to the President, other members of the Executive Board or other IAFF members, shall be provided for attendance at two mutually agreed upon conferences each year of this agreement and such events shall not be included in the 1500 hour time bank. All other union convention time other than these two conferences shall be part of the union time bank.

The Management of the Miami Beach Fire Department or the City Administration reserves the right to rescind the provisions of this Article in the event that it is found to be illegal. Canceling the Article shall not preclude further discussions of the President's release for Union business.

6.10. Line of Duty Injuries. The City agrees that the program for payment of medical and hospitalization expenses incurred as a result of injuries in the line of duty, which is currently in effect as set forth in Section 6.15 of this agreement shall be continued.

6.11. Change in Shifts. The City agrees to give employees covered by this Agreement notice prior to any change in shifts, such notice to be at least seven (7) days prior to the change unless circumstances do not permit.

6.12. Fire and Rescue Off Duty Services. It is recognized that members of the bargaining unit are offered the opportunity from time to time to perform services utilizing their expertise and training for the benefit of private persons or entities, or public organizations or entities other than the City of Miami Beach. In such cases, the rate for the performance of these off-duty jobs shall be at a uniform hourly rate established by the Fire Chief in consultation with the President of the Union. The parties recognize and agree that the performance of these off-duty jobs or details do not constitute employment by the City of Miami Beach and that payment for these services will be made by, and is the responsibility of, the other employer. Performance of this work shall be on a voluntary basis and there shall be lists of persons who wish to volunteer established a basis which is mutually agreeable to the Chief and the President of the Union.

6.13. Promotional Examinations and Appointments.

A. Promotional examinations for the position of Fire Captain, Fire Lieutenant and Fire Fighter II will be given at least once every two (2) years in such fashion as to provide continuously active promotional lists. In the event that a promotional examination is delayed, the eligible candidates for that examination shall be those candidates who would have been eligible had the examination been administered in proper sequence. The promotional list developed from a delayed promotional examination shall be retroactive to the date of the expiration of the previous promotional list and shall expire two (2) years from the retroactive effective date. In the absence of an active promotional list, if there is a budgeted promotional vacancy that the City intends to fill and the City determines that the promotional list will not be available for up to one hundred fifty (150) days, the City will temporarily fill the budgeted vacancy through temporary assignments. Personnel used to fill budgeted vacancies through temporary appointments shall be selected from the expired promotional list, shall be assigned for a period not to exceed ninety (90) days, and shall receive all appropriate wages and benefits afforded the position for the duration of their temporary assignment. Except in cases of exigent circumstances, where it is clear that through no fault of its own the City fails to provide a promotional examination and list following the one hundred fifty (150) day period, any promotional appointments to vacancies created during the period when no eligibility list existed shall be

retroactive back to the one hundred fifty first (151st) day from the date the previous list expired and the City shall provide retroactive compensation and seniority to those individuals who are so appointed.

B. A preliminary list of authoritative sources from which technical knowledge for the behavioral assessment component and the written test questions will be drawn; may be established on a permanent basis. These preliminary sources will be compiled by a Book Committee consisting of the Human Resources Director, the Fire Chief, the Union President and the test developer or their designees. These committee members will be responsible for the authoritative sources for Firefighter II, Fire Lieutenant and Fire Captain. At least ninety (90) days prior to the scheduled date of the promotional examination, a final notice will be posted containing a list of authoritative sources from which the technical knowledge, for the behavioral assessment component and the written test questions will be drawn. Any revisions to the established permanent booklist may be requested by the Human Resources Director, the Fire Chief, the Union President and the test developer or their designees, but such request must be made no less than 120 days prior to the scheduled date of the promotional examination. The Human Resources Director, the Fire Chief, the Union President and the test developer or their designees will convene as a committee to make the necessary changes to the authoritative sources. However, a final notice must be posted at least ninety (90) days prior to the scheduled date of the promotional examination. The technical knowledge for the behavioral assessment component shall be based on written standard operating procedures (SOP)/standard operating guidelines (SOG) and/or agreed upon authoritative sources.

C. Candidates meeting the time in grade service requirements on or before the date of the first assembled test component is scheduled (as set forth in Section (A) above) for administration or any other agreed upon date (signed by the Union President and the Human Resources Director) are eligible to apply to take the promotional examination for their next higher rank.

D. There shall be at least two (2) post-test review/scoring sessions conducted on separate days and occurring within forty-eight (48) hours of the administration of the written examination. Each examinee will be able to review a copy of his own answer sheet and the scoring key (for use only during the review session) containing the correct response, the name of the reading source and the location from which each test question was drawn. Challenges will be written and submitted to the test developer during the post-test review sessions. The test developer shall conclusively decide all challenges.

Upon completion of the determination of a score for the behavioral assessment component of the examination, each examinee shall be furnished with their result. Each examinee may review his behavioral assessment component of the examination at a post-test review session for a time period of twice the duration of the behavioral assessment component of the examination. Challenges regarding the behavioral assessment component must be made in writing and submitted to the test developer either during the post-test review session, or at an optional challenge session scheduled within ninety-six (96) hours of the post-test review session. There will be no review of the behavioral assessment component during the optional challenge session. However, an applicant can review their individual behavioral assessment component during the post-test review and submit challenges during the optional session. Applicants may not take any written notes or test materials from the post test review. The test developer shall conclusively decide all challenges. For each examinee who submitted a challenge, each examinee's own challenge and response will be available no later than eight (8) weeks after the date of the last examinee's submission of challenges.

E. For written promotional examinations for Firefighter II, Lieutenant, and Captain, the raw passing score will be seventy percent (70%) after all challenges have been resolved by the test developer. Assessment components will be used for promotions to Lieutenant and Captain, but not for Firefighter II promotions. After consultation with the Union President, the City will select an independent, qualified service provider to furnish and administer validated behavioral assessment components that are mutually agreeable to the parties. The City will offer behavioral assessment component preparation, orientation, and overview to all qualified applicants. The written examination given for Lieutenant and Captain will constitute fifty percent (50%) and the behavioral assessment components will constitute fifty percent (50%) of the examinee's combined score. Seniority and education points in accordance with the following specifications will then be added to the combined score after the candidate has successfully passed all components for the promotional examination.

PROMOTIONAL CREDIT

Promotional credit shall be limited to a maximum value of six (6) points, divided between two (2) components - seniority and education.

Seniority

Seniority shall be determined using the following formula:

(LS + TIG) x 0.24 = S

LS shall be defined as length of service with the Miami Beach Fire Department. TIG shall be defined as time in grade (time as a Firefighter II, Lieutenant or Captain). S shall be defined as Seniority and shall be given a maximum value of 3.6 points.

Education

Education shall be determined using the following formula:

Technical training hours (TT x .000287) =	_____	
College credit hours non-related (CCNR) x .01 =	_____	(max 1.2)
College credit hours related (CCR) x .02 =	_____	(max 1.2)
Associate degree in EMS or FS @ 1.2	_____	(max 1.2)
Associate degree in EMS or FS plus additional CCNR or CCR	_____	(max 2.4)
Bachelor degree in EMS or FS @ 2.4	_____	(max 2.4)

Technical training hours (TT) shall be documented hours spent training in job specific tasks and not counted as college credit hours. College credit hours non-related (CCNR) shall be credit hours documented by transcript or other acceptable evidence from an accredited college or university not related to the degree track for a degree in Fire Science (FS) or Emergency Medical Services (EMS) as designated from an accredited college or university. College credit hours related (CCR) shall be credit hours documented by transcript or other acceptable evidence from an accredited college or university in the degree track for that college or university's Fire Science (FS) or Emergency Medical Services (EMS) degree program. College credit hour values are based on semester hours and will be pro-rated for other systems (trimesters, quarters, etc.) Associate degree in Fire Science (FS) or Emergency Medical Services (EMS) shall be a degree received from an accredited college or university with supporting transcript or other acceptable evidence. Bachelor degree in Fire Science (FS) or Emergency Medical Services (EMS) shall be a degree received from an accredited college or university with supporting transcript or other acceptable evidence. Only one degree, either associates or bachelor, shall count

toward educational credit, however, additional credit hours may be added to the associate degree up to the maximum allowed value, with related and non-related definition as set forth above.

In order to accurately reflect promotional points for all documents submitted, the City will assign mandatory individual appointments for each promotional applicant for document submission and review. The deadline for submission for all documents required will be the start of the candidates' individual appointment time. All applicants must be present during the entire document review process to confirm documents and answer questions. Applicants must submit the Promotional Credit Formula (above) for each document that they would like considered. Stapled to the back of each Promotional Credit Formula **must** be an *original or certified copy* of each document the candidate would like considered. Each attachment must indicate the number of technical training hours or college credits the course is worth. The applicant may verify hours by a) indication on a certified transcript, b) indication on the certified copy of the certificate or c) an official letter from the institution stating the hours. If the hours are not indicated in one of these ways, the certificate will not be included for any point calculation. All documents must also include the course title, and the date the course was completed.

Credit hours may not be counted twice. Therefore, classes that were counted towards a degree may not be used again as either technical or college credit hours.

A promotional list will then be created listing examinees in descending, numerical order of final score. The Fire Chief will appoint from this promotional list. Skip-overs may result from an examinee being rated unsatisfactory in two (2) or more evaluation elements within the last twelve (12) months; being issued three (3) or more written reprimands/suspensions within the last twenty-four (24) months; serving under a Last Chance Agreement; or being physically/mentally unqualified to perform the essential functions of the position.

Promotions shall be made by rank order provided that the ranking examinee's documented performance and/or discipline history are not significantly inferior to that of the next ranking candidate.

The IAFF shall facilitate participation of bargaining unit employees in providing information in order to conduct the job analyses and develop the tests within the time frames requested by the process; provided that such participation shall be on duty time.

The parties agree to review the formula for promotional credit and to implement such revisions as the parties may agree upon in writing.

Section 6.14. Light Duty Assignments. If an employee is temporarily unable to perform the essential functions of the employee's job classification due to a non-job related injury/illness, he may make a written request to the Fire Chief for a light duty assignment. The Chief shall determine if there are any necessary functions which could be performed by a light duty employee. If there are such opportunities, the Chief shall inform the employee in writing of any light duty assignments and the physical capabilities required for their performance.

The employee shall present this light duty assignment information to his/her treating physician and obtain, at his/her expense, a written evaluation of his/her capacity to perform the functions of the assignment. The medical evaluation must be in sufficient detail to satisfy the Chief. The Chief reserves the right to request a second opinion from a City-appointed physician. The establishment, duration, work hours, and content of light duty assignments are at the sole discretion of the Fire Chief and may be modified or ended at any time.

6.15. Injury Service Connected. For two (2) sixteen (16) week periods, the City agrees to compensate any member of the bargaining unit with the difference between the weekly disability Workers' Compensation benefit received or which the employee is entitled to receive, and his/her regular rate of pay for any time lost from work due to a service-connected injury. "Service-connected injuries" shall be defined as injuries sustained under the following circumstances:

a) while on duty and entitled to be paid by the City; or

b) while reasonably exercising Firefighter functions within the City limits of Miami Beach while off duty; or while working a departmentally sanctioned off-duty job; or

c) while exercising Firefighter functions when there is a physical danger to a person and the employee takes reasonable action off duty in Miami Dade County, Monroe County, Broward County, or Palm Beach County, excluding any injury incurred while performing duties as a member of any other fire or emergency service; or

d) when operating a City vehicle, being duly authorized to do so by the City; or while on a reasonably direct travel route to or from work and home in their private vehicle while within the City limits; or

e) while participating in organized fire service training that is approved in writing by the Fire Chief after consultation with the Risk Management Office.

In the circumstances described above (sub-paragraphs a through e), the City agrees that it is and will consider itself the employer and the employee the City's employee.

After the advice and comments of the Fire Chief and the IAFF President, the City Manager, at his/her sole discretion, may extend the above-described I.S.C. payments beyond thirty-two (32) weeks. This decision is not subject to grievance or arbitration. The approvals for receipt of this compensation as presently required shall be continued.

6.16. Jury Duty. Bargaining unit personnel who are summoned to jury duty shall be covered by the following:

a) Personnel who are released from jury duty and who are not required to return for jury duty the following day will be required to report to work and complete the remainder of their assigned tour of duty.

b) Personnel who are required to return to a jury pool or to jury duty on the date following their scheduled shift will be allowed to take off the second half of their assigned shift (8:00 p.m. to 8:00 a.m.) without being charged to annual leave or sick leave time. If the employee is released from jury duty after 3:00 p.m., he/she is not required to return to his/her regularly scheduled shift.

6.17. Reduction in Work Force. For the term of this Agreement, there shall be no layoffs or demotions of bargaining unit members except for disciplinary demotions, suspensions, or terminations, which are not included for the purposes of no layoffs or demotions.

Section 6.18. Infectious Disease Presumption. Any condition or impairment of health caused by Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS), Hepatitis, Pulmonary Tuberculosis or Meningococcal Meningitis shall be presumed to have been accidental and to have been suffered in the line of duty unless the contrary be shown by competent evidence. The City will maintain a confidential list of employees who have taken the required medical examinations. Employees will be added to the City's confidential list subject to the following conditions:

a. Within three (3) months of the date this Agreement is ratified, current bargaining unit employees who have not already done so shall take a medical exam that tests for any evidence of HIV/AIDS Hepatitis, and Pulmonary Tuberculosis at a hospital or accredited testing laboratory chosen by the City, on their own time, and at the City's expense. Current employees shall be afforded the presumption of work related illness relative to the contraction of HIV/AIDS, Hepatitis and Pulmonary Tuberculosis or Meningococcal Meningitis.

b. Effective October 1, 2001, New hires shall acquire the presumption entitlement after completing a pre-employment or post employment (post conditional offer of employment) medical exam that tests for and fails to reveal any evidence of AIDS, Hepatitis, Pulmonary Tuberculosis, or Meningococcal Meningitis.

c. Employees who refuse to take the pre-employment or post-testing related to presumptions mentioned in this Section shall not be eligible for the presumptions.

Section 6.19. Seniority Bid System. It is understood by the parties that the current bid system in effect at the ratification of this agreement shall remain in effect. Any change to the bid system will be agreed upon through the Labor Management process.

Section 6.20. Minimum Staffing. It is agreed that the staffing of the Department shall be in accordance with the minimum staffing ordinance of the City which may be amended from time to time in the City's discretion, subject to the Union's right to request impact bargaining as provided under Article 13 of this agreement.

ARTICLE 7

WAGES AND FRINGE BENEFITS

7.1. Wage Increases.

a. Effective with the first full payroll period that begins on or after October 5, 2003, there shall be an across-the-board wage increase of three percent (3%). In order to obtain any retroactive wage increase, bargaining unit members must be employed with the City on the ratification date of the 2003-2006 collective bargaining agreement.

b. Effective with the first full payroll that begins on or after October 3, 2004, there shall be an across-the-board wage increase of three percent (3%).

c. Effective with the first full payroll that begins on or before October 9, 2005, there shall be an across-the-board wage increase of three and one-half percent (3 1/2%).

d. Merit and longevity increases shall become effective on the payroll period commencing nearest the effective date, provided that the employee's performance has been rated as satisfactory for the prior year.

7.2 Fire Rescue Division.

a. Employees who hold an EMT certificate shall receive a one and one-half percent (1 ½) supplement calculated on their base pay.

b. Employees who hold an EMT certificate and are assigned full time to the Fire Rescue Division, in addition to a. above, receive a supplement of five percent (5%) calculated on their base pay.

c. Employees who hold an EMT certificate and have accumulated one year of assignment to the Fire Rescue Division shall, in addition to (a) and (b) above, receive a supplement of two and one half (2 ½%) calculated on their base pay.

d. Employees who hold a Paramedic certificate shall receive a seven percent (7%) supplement calculated on their base pay. Effective September 30, 2005, the Paramedic Certification pay supplement will be 7.75%. Effective September 30, 2006, the Paramedic Certification pay supplement will be 8.50%.

e. Employees who hold a Paramedic Certificate and are assigned full time to the Fire Rescue Division shall receive in addition to (d) above, a supplement of five percent (5%) calculated on their base pay, plus two and one-half percent (2-1/2%) calculated on base pay.

f. Employees who hold a Paramedic Certificate and have accumulated one-year of assignment to the Fire Rescue shall receive, in addition to (d) and (e) above, a supplement of two and one-half percent (2 ½%) calculated on base pay for as long as they are assigned to Fire Rescue.

g. An employee who is reassigned out of the Fire Rescue Division and is subsequently reassigned back to the Fire Rescue Division will receive the same amount of supplement as he/she was previously receiving.

h. Employees shall not receive pay supplements for both EMT and Paramedic certifications.

Paramedic Training

For the purpose of this program, the focus will be on bargaining unit personnel who were hired on or after March 30, 1987. Seniority in rank will be the initial factor used to determine selection of students that will be allowed to apply to Miami-Dade Community College or other designated educational institution for acceptance into their paramedic program. The department will allow a minimum of six (6) bargaining unit personnel to enroll in the program each year. However, this number may be increased at the sole discretion of the Fire Chief, based upon staffing requirements, budget, class availability, etc. The Fire Chief will also determine the appropriate number of bargaining unit employees within each rank that will be considered for enrollment. The City will pay for the paramedic course, lab fees, required textbooks, and related medical exams and vaccinations.

Prior to the beginning of the school semester, bargaining unit personnel who have been accepted into the program will be transferred to a shift that allows them the opportunity to attend required classes on duty. This attendance will be governed by policies developed by the Fire Chief, including but not limited to, dress code,

travel time, schedules, etc. The Fire Department shall not be responsible for additional on-duty time or expenses for bargaining unit personnel who are required to repeat portions of the paramedic course for graduation.

Bargaining unit personnel eligible for participation in this program will be allowed to submit a written request for a one-time deferment upon notification by the Fire Chief that they are being processed for the next available class. Any requests for deferment must be directed to and received by the Fire Chief within fifteen (15) days from the date of notification to ensure that there will be an adequate number of students available for entry into this program.

An employee granted a deferment will not be considered eligible for participation for a period of one (1) year from the date of deferment, at which time he/she will be required to make application to Miami-Dade Community College or other designated educational institution for acceptance into the next available Paramedic Training Program.

While attending paramedic school, bargaining unit personnel will not be permanently assigned to any division that would require payment above base salary. For example, personnel will not be assigned permanently assigned to the Fire Rescue Division, Fire Prevention Division, or the Support Services Division. However, they may be assigned temporarily as the need arises.

7.3 Fire Prevention Duties.

a. Employees who are assigned full time to the Fire Prevention Division shall receive supplement of five percent (5%) calculated on their regular base pay until relieved from the assignment.

b. Employees shall receive an additional two and one-half percent (2 ½%) supplement upon receipt of a State Fire Inspector Certificate and shall continue to receive such supplement until the Certificate expires, regardless of his/her divisional assignments.

c. An employees who has been assigned to the Fire Prevention Division for a year after receiving the State Fire Inspector Certificate shall receive an additional two and one-half percent (2 ½%) supplement, thus making the total supplement equal to five (5%) per cent.

d. An employee who is assigned out of the Fire Prevention Division and is subsequently reassigned to the Fire Prevention Division will receive the same amount of supplement as he /she was previously receiving.

e. Employees shall remain solely responsible for obtaining and maintaining a State Fire Inspector Certificate. Such costs involved in obtaining and/or maintaining a State Fire Inspector Certificate shall remain the responsibility of the employee.

7.4. Support Services Division.

a. Employees who are assigned full time to the Support Services Division shall receive supplement of five percent (5%) calculated on their regular base pay until relieved from the assignment.

b. Employees shall receive an additional two and one-half percent (2-1/2%) supplement upon receipt of a State Fire Instructor Certificate and shall continue to receive such supplement until the Certificate expires, regardless of his/her divisional assignment.

c. An employee who has been assigned to the Support Services Division for a year after receiving the State Fire Instructor Certificate shall receive an additional two and one-half percent (2-1/2%) supplement, thus making the total supplement equal to five percent (5%), so long as he possesses a Support Services Certificate, and for as long as the assignment to Support Services continues.

d. An employee who is assigned out of the Support Services Division and is subsequently reassigned to the Support Services Division will receive the same amount of supplement as he/she was previously receiving.

e. One Certified Air Room Technician per 24-hour shift shall be assigned to the Support Services Division. However, in the event of a determination by the air packs' regulatory body that fire fighter air packs cannot be serviced by City personnel, then this operation would cease.

f. Employees shall remain solely responsible for obtaining and maintaining a State Fire Instructor Certificate. Such costs involved in obtaining and/or maintaining a State Fire Instructor Certificate shall remain responsibility of the employee.

7.5. Work Out of Classification. When the City assigns a Fire Fighter I, Fire Fighter II, Lieutenant, or Captain to work in a higher position for more than one hour, he/she shall receive an increase of One Dollar ($1.00) per hour for all hours during which the assignment continues on that shift.

7.6. Overtime. Any member of the bargaining unit required to perform work outside of his/her normal shift shall receive pay at time-and-one-half their current hourly rate. Hourly rates shall be determined using the definitions in Article 7.13, Hours of Work. Upon implementation of the new average pay period provision for 24-hour shift personnel, all vacation and sick leave accrual rates and existing accrued amounts for 24-hour shift personnel shall be revised to reflect this change (i.e. 1.5 hours for each hour).

The Fire Chief will make available to the International Association of Fire Fighters, Local 1510 (IAFF) a report or the database of the overtime worked by the bargaining unit members. Such information will be furnished to the IAFF on an as needed basis.

7.7 Call-in Guarantee. A member of the bargaining unit who is called in to work outside of his/her normal shift will be guaranteed four (4) hours of pay to be computed at the rate of time-and-one-half, except when contiguous to the employee's regular schedule. If a call-in occurs on a holiday, the member will receive holiday pay for the four (4) hour guarantee and all additional hours worked on the holiday. If an employee does not perform available work as assigned, he shall not be entitled to any pay.

7.8. Holidays. The following holidays shall be granted to all members of the bargaining unit accordingly:

Holidays	Designated Date
New Years Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day after Thanksgiving	4th Friday in November

Christmas	December 25
Employee's Birthday Anniversary*	
Three (3) Floating Holidays**	

* Birthday anniversary shall be twenty-four (24) hours for 24-hour shift employees and eight (8) or ten (10) hours for 8/10 hour shift employees.

** Three (3) floating holidays of ten (10) hours or eight (8) hours for 8/10 hour shift employees, and one (1) 36 - hour shift floating holiday for 24-hour shift employees.

a. Floating holidays are to be selected by the employee, subject to the Fire Chief or designee's approval, during each 26 pay period year.

b. Bargaining unit members shall be eligible to use Floating Holidays and Employee Birthday Anniversary holidays after six (6) months of continuous employment with the City.

c. 8/10 hour shift employees get the same holidays as other City Employees.

d. Bargaining unit members shall receive holiday pay (double time) for all hours worked on holidays.

e. Any additional holidays so designated by official action of the City Commission shall be added to the above list.

f. Effective October 1, 2003, for twenty-four (24) hour shift personnel only, an employee whose R day or regular day off falls on a holiday will have the option of an alternate holiday of twelve (12) hours at the employee's regular straight time rate of pay, to be used within twelve (12) months of the holiday, or receiving pay for eight (8) hours at the employee's regular straight time rate of pay. An employee choosing an alternate holiday must take such day at the Fire Chief's discretion. Employees must make their choice as to receiving an alternate holiday on January 1, April 1, July 1, and October 1, for the forthcoming quarter. Failure to timely make this choice shall be construed as an election of pay.

7.9. Vacation Benefits. Consistent with applicable ordinances, the vacation benefits presently enjoyed by the employees covered by this Agreement shall continue for the term of this Agreement.

7.10. Negotiation Pay. The Union's Negotiation Committee, said Committee shall be composed of not more than five (5) members of the bargaining unit selected by the Union. Four (4) committee members, not more than two (2) of whom are on the same tour of duty, shall be allowed time off with pay to participate in any negotiations conducted pursuant to Chapter 447 of the Florida Statutes on any day or days on which negotiations are held during their regularly scheduled tour of duty. Employees shall not be paid for time spent in negotiations on off-duty days. The Union shall notify in writing the Fire Chief and the City Manager of the names of the members of the Negotiations Committee and of any changes in the members of said Committee.

7.11. Sick and Vacation Leave Accrual and Maximum Payment on Termination. The present policy concerning sick leave (including the policy for payment upon termination, retirement, or death), accrued sick and vacation time combined, up to a maximum of one year's salary, shall continue for all employees hired before October 1, 1978.

Effective October 1, 1978, all new employees covered by this Agreement shall, under applicable ordinances, rules and regulations, be allowed no accumulation of vacation leave, except in accordance with provision for postponement of vacation leave as set forth in Article 7, Section 7.9, of this Agreement; be permitted to transfer sick leave in excess of 360 hours to vacation leave at the rate of two days sick leave to one day vacation leave to be used in the pay period year when transferred; be permitted a maximum payment at time of termination, death, or retirement of 360 hours vacation leave and one half of sick leave to a maximum of 360 hours. Effective October 1, 2004, the Must Use Cap on vacation accrual will be raised from 360 hours to 460 hours (and from 540 hours to 690 for 24-hour shift employees).

The amount paid upon retirement, termination, or death will not exceed 480 hours and effective October 1, 2004, will not exceed 580 vacation hours (720 hours for 24-hour shift employees and effective on October 1, 2004, 870 hours for 24-hour shift employees) for post 1978 bargaining unit members paid at one hundred percent (100%).

Employees shall be entitled to schedule and use at least one year's worth of their annual leave per year, if they participate in the Fire Department's vacation leave application process in a timely manner.

Value of accumulated sick leave hours upon termination, retirement, or death shall be at one hundred percent (100%) for 120 hours, (180 for 24-hour day-shift personnel) of the minimum balance and fifty percent (50%) for up to 240 hours (360 hours for 24-hour day shift personnel) of any remaining hours.

7.12. Hours of Work.

a. The average pay period for twenty-four (24)-hour shift personnel covered by this agreement will be 96 hours in a 14 day period and the three (3) shift (A,B,C) schedule of twenty four (24) hours on duty and forty eight (48) hours off duty shall continue for the duration of this agreement. Every seventh shift, currently known as an R-day, shall be a day off so as to comply with the average pay period described above.

b. The average pay period for 8/10 hour shift personnel covered by this agreement shall be eighty (80) hours in a fourteen (14) day period, with scheduled shifts consisting of eight (8) ten (10) hour or ten (10) eight (8) hour days per pay period. 8/10 hour shift personnel shall not be eligible to receive or accrue R-days.

7.13. Insurance.

For Fiscal Year 2003-04, The City will continue to fund the current contribution amount for health care, defined as medical and dental. Such contribution is currently:

Single:	$318.07	($307.86 Medical + $10.21 Dental)
Emp. +1:	$775.03	($755.33 Medical + $19.70 Dental)
Family	$785.53	($755.33 Medical + $30.20 Dental)

In future years, the City's contribution shall increase based on the Florida Fire Fighters Insurance Trust Fund's annual cost projections based on claims experience and administrative costs as determined by its qualified consultant and documents supporting the annual percent increase; however, the City's increase to the current contribution amount to the health trust shall not exceed the average of the straight line percentage** increase in premiums for the City's various medical plan options plus the equivalent dollar amount increase that the City may receive for it straight line percentage increase in the premiums for the City's dental plan options.

For example, the City's average of the straight line percentage increase in premiums for the City's various medical plan options increase is 8%.and the straight line percentage increase in premiums for the dental plans is 3%. The Trusts projected cost increase is 10%. The City will increase the monthly amount it pays during fiscal year 2004-05 from $307.86 for single medical coverage to $332.49 (8%) plus $10.52for single dental

coverage, for a total single contribution of $343.01. If the Trust were to calculate an amount lesser than the City's increase, for example a 5% increase, and the City's increase is 8%, the City will contribute the lesser amount of increase, which would be 5%.

Conversely, if the City's renewal rate is flat, or a negative percent, then the City's contribution to the health trust for that particular fiscal year will be based on the average percent increase of the Fire Health Trust in their previous three years based on the Florida Fire Fighters Insurance Trust Fund's annual consultant's cost calculations based on claims experience, and administrative costs.

The City's contribution amounts will help fund the level of benefits provided under the current plan as of the date this contract is signed.* If plan design changes cause an increase in the Trust fund premium, the City is not required to increase its contribution as a result of the plan design change.

Financial disclosure reports are to be presented to the City Manager no later than July 1st of each year. Such report must include the increase percent identified by the Trust's plan consultant for the following City fiscal year. The City understands that it will provide the projected renewal information to the Trust, by July 1st of each year, and that the final renewal rates will be submitted when they are available, and prior to October 1st of each year.

The City will be notified of the annual meeting at which benefit changes are under consideration and the City shall be allowed to send a representative to that meeting. Also, any consulting reports analyzing benefit changes will be provided to the City for the purposes of that meeting.

*Upon ratification of this agreement, the parties shall supply each other with the current plan designs in effect for year 03-04.

**The straight line average is defined as the total of the percentage increase in premium for each of the City's medical plan options divided by the number of the City's medical plan options and in the same manner for dental plans.

a. All members of the bargaining unit who have worked at least ninety (90) days from date of appointment will not be covered by City-provided medical and dental benefits and will instead be covered by the Florida Firefighters Insurance Trust Fund (Firefighters Plan). Covered employees if

they choose, will have the options of coverage as set forth in that Plan. Non-bargaining unit State certified firefighter employees in the Fire Department have the option of coverage under the City-provided plan or Firefighters Plan, but not both.

b. All members of the bargaining unit who were members of the Union on September 1, 1986, and who retire on or after October 1, 1986, and non-bargaining unit employees who opt for the Firefighters Plan and who retire on or after October 1, 1986, shall be covered by the Firefighters Plan to the extent they choose to have medical benefits provided to them and their dependents during retirement.

c. The City shall be provided with a copy of the Firefighters Plan booklet and the Trust Agreement, and any other information required by law and shall be apprised of any changes in the Trust Agreement and/or Plan benefits.

d. Employees covered by this Agreement who retire, resign, or are terminated by the City must be vested in the Police/Fire pension plan at the time of such retirement, resignation or termination in order to receive a contribution by the City towards his/her health insurance premium after such retirement, resignation or retirement.

e. Employees in the bargaining unit shall be eligible to participate in the City's voluntary benefits plan, which may be modified by the City from time to time. The voluntary benefits plan shall be administered by the City.

7.14. Recertification. Time spent while off duty in classroom (including the test) or lab settings to obtain recertification in accordance with State of Florida requirements is not time worked and will not be compensated by the City. Books and tuition for such courses will be paid for by the City. Under present state recertification procedures, the City will pay a $300 paramedic recertification bonus. Non-paramedic employees who are required to obtain EMT recertification shall be provided with the state required instruction while on duty.

7.15. Court Time. When an employee is required to appear in court or at a deposition by the State Attorney, public defender, or a federal agency, or is required to appear in court or at a deposition in a civil matter which involves the employee's employment with the City, (except that when the employee is a Plaintiff in any litigation against the City, when the litigation involves one employee who is suing another employee, and/or

when the employee is a Plaintiff or Defendant in a lawsuit where the employee is not on the same side as the City, this Section shall not apply) he/she will be paid a minimum of four (4) hours at the overtime rate if the court appearance or deposition is not contiguous to the regular duty shift. If the court appearance or deposition is contiguous to the regular duty shift, the minimum guarantee shall be two (2) hours at the overtime rate.

7.16. On-Call. Employees who are placed in an on-call status as primary respondents for periods of one month at a time will be paid a $100.00 bonus for each such month. This bonus will not be treated as a wage payment for any purpose save federal taxes and is not pensionable for purposes of retirement calculation.

7.17. Shift Training Coordinator. One employee on each operating shift will be given a $300.00 annual bonus for holding and maintaining a State of Florida Fire Instructor certificate, and for performing as the shift training coordinator. This training certificate holder bonus is not pensionable for purposes of retirement calculation.

7.18. Pension Pick-Up. The City agrees subject to and in accordance with IRS code and regulation that pension contributions, although designated as employee contributions, will be paid by the employer in lieu of contributions by the employee.

7.19. Rescue Out of Class (ROC). When the City temporarily assigns an employee covered by this Agreement to work in Fire Rescue for more than one hour he/she shall receive an additional one dollar ($1.00) per hour for all hours during which the temporary assignment continues.

7.20. Pension. The pension benefits as they currently exist shall continue, except that the City shall amend the pension plan to provide the following benefits for plan members who retire on or after October 1, 2001:

A. Members with 20 or more years of creditable service who are eligible to receive normal or early retirement benefits under the System may purchase additional creditable service under the System for up to 2 years of full-time public safety service as a firefighter prior to City employment, provided the member is not entitled to receive a benefit for such service under another pension plan, and further provided that the member may not purchase a combined total of more than 4 years of creditable service for prior public safety service and prior military service. The cost for each year of creditable service for prior public safety service purchased shall be the same rate as provided in the plan for the purchase of military service, with the cost prorated for fractional years of service. For purposes of this

purchase, an employee may use the value of accrued sick and/or annual leave, valued at the employee's hourly rate at the time of purchase.

B. Members with 20 or more years of creditable service who are eligible to receive normal or early retirement benefits under the System may also purchase up to an additional six percent (6%) multiplier, in increments of three percent (3%), provided the combined total of additional years of creditable service purchased pursuant to paragraph (A), above, may not exceed 2 years if a member purchases an additional six percent (6%) multiplier, or 3 years if the member purchases an additional three percent (3%) multiplier. The cost for each additional three percent (3%) multiplier purchased shall be the same as the cost for each year of prior public safety service or military service. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave, valued at the employee's hourly rate at the time of purchase.

a. DEFERRED RETIREMENT OPTION PLAN (DROP)

1. **Eligibility** - Any active employee member of the Miami Beach Police and Firefighters Pension Plan may enter into the DROP on the first day of any month following the date upon which the employee first became eligible for a normal service retirement, subject to the conditions expressed herein or as modified from time to time.

2. **Conditions of Eligibility** - Upon becoming eligible to participate in the DROP, an employee may elect to enter that program for a period not to exceed 36 months. Notwithstanding, participation may not continue beyond the date when the employee's combined years of creditable service and time in the DROP equals 352 months (387 months for employees who were Plan members prior to July 1, 1976), except for those persons entering the DROP under the window period set forth in Paragraph 11 below. Provided also that participation in DROP shall require the employee to complete and submit the following prior to start of DROP payments.

   a. Such forms as may be required by the Pension Board of Trustee's Plan Administrator. Election in the DROP is irrevocable once DROP payments begin.

b. A waiver and an irrevocable resignation from employment with the actual date of termination being the date designated by the employee as the end of his/her DROP participation. The administration and timing of execution and delivery of the waiver and resignation forms shall meet the requirements of the Age Discrimination in Employment Act and the Older Worker's Benefits Protection Act, as same may be amended from time to time.

3. **Conditions of Employment for DROP Participants** - Employees shall be subject to termination of employment while in DROP to the same extent as they were in their pre-DROP status. A person who has elected the DROP remains an employee during the DROP period and receives all the benefits of being an employee during the DROP period, except any form of pension contribution.

4. **Effect of DROP Participation**

a. An employee's credited service and his/her accrued benefit under the Pension Plan shall be determined on the date of his/her election to participate in the DROP first becomes effective.

b. The employee shall not accrue any additional credited service while he/she is a participant in the DROP, or after termination of participation in the DROP.

c. A DROP participant is not eligible for disability benefits from the Plan.

d. An employee may participate in the DROP only once.

e. Effective with the start date of an employee's DROP participation, contributions to the Pension Plan by the employee and the normal cost contribution to the Pension Plan by the City, on behalf of the employee, shall cease.

5. **Payments to DROP Account** - A DROP account shall be created for each member who elects to participate in the DROP. A DROP account shall consist of amounts transferred to

the DROP from the Plan, which include the monthly retirement benefits, including any future cost of living increases, that would have been payable had the member elected to cease employment and receive a normal retirement benefit upon commencing participation in the DROP, and earnings on those amounts.

6. **DROP Account Earnings**

   a. Members may direct their DROP money to any of the investment options offered and approved by the Board. Any losses incurred by the participant shall not be made up by the City or the Pension Plan. The selection of these programs shall be made by the participant on forms provided by the Board. Any and all interest and or earnings shall be credited to the participant's DROP account.

   b. A member's DROP account shall only be credited or debited with earnings while the member is a participant in the DROP and, depending on the DROP Account Payment Options selected, after the member dies, retires, or terminates employment with the City of Miami Beach.

7. **Payment of DROP Account Funds** - Upon termination of a member's employment (for any reason, whether by retirement, resignation, discharge, disability, or death), the retirement benefits payable to the member or to the member's beneficiary shall be paid to the member or beneficiary and shall no longer be paid to the member's DROP account. No payments will be made from the DROP account until the member terminates employment.

8. **DROP Account Payment Options** - Following the termination of a participant's employment, the participant shall select one of the following options to begin to receive payment from his/her DROP account. Said selection shall occur no later than 30 days prior to the end of the DROP participation period or within 30 days following the termination of a participant's employment if said termination of employment occurs prior to the end of the DROP participation period:

a. ***Lump Sum*** - All accrued DROP benefits, plus interest, shall be paid from the DROP in a single lump sum payment.

b. ***Partial Lump Sum*** - A member designated portion of accrued DROP benefits, plus interest, shall be paid from the DROP in a partial lump sum payment with the remainder being directly rolled over into an eligible retirement plan.

c. ***Direct Rollover*** - All accrued DROP benefits, plus interest, shall be paid from the DROP directly to the custodian of an eligible retirement plan.

d. Other method(s) of payment that are in compliance with the Internal Revenue Code and adopted by the Pension Board of Trustees.

9. **Death of DROP Participant** - If a DROP member dies before his/her account balances are paid out in full, the participant member's designated beneficiary shall have the same rights as the member to elect and receive the pay-out options set forth in Paragraph 8, above. DROP payments to a beneficiary shall be in addition to any other retirement benefits payable to the beneficiary.

10. **Administration of DROP Accounts**

a. The Pension Board of Trustees shall make such administrative rules as are necessary for the efficient operation of DROP, but shall neither create any rule that is inconsistent with the legislation creating the Drop, nor any rule that would be a mandatory subject of collective bargaining.

b. At all times, the DROP will be administered so that the Plan remains qualified under the Internal Revenue Code and is in compliance with the Internal Revenue Code and applicable laws and regulations.

11. If any provision of this DROP should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation, or by judicial authority, or by an IRS

regulation/ruling, the City and the Union agree to meet within 30 days of such determination for the purpose of negotiating a resolution to the invalid provision(s).

In the event that provisions of the Internal Revenue Code operate to limit the benefit amount of employee coverage by the pension provision incorporated in this Agreement to an amount less than set forth in the pension Plan then the City and the Union shall negotiate a method to compensate the affected employee for the difference between the normal pension benefit and the limits allowed by the Internal Revenue Code provided that no such resolution shall jeopardize the exempt status of the Plan under the Internal Revenue Code.

C. DROP Re-opener. On or after January 1, 2006, the union reserves the right to re-open this article to discuss a change in the DROP period, for a period not to exceed ninety (90) days.

D. "Me Too" with the FOP. The IAFF reserves the right to a "me too" agreement with the FOP should the City modify the FOP agreement on parallel issues. Any such discussions shall not exceed a period of 90 days from the date of the first meeting, and in no event shall the discussions continue beyond the contract expiration date.

Section 7.21. Buyback of Probationary Time. Employees covered by this agreement may elect, by written notice served on the Board of Trustees, to receive creditable pension service time for any or all of their time served as probationary firefighters. In order to receive such creditable pension service time, employees should be allowed to purchase any or all of such time through the use of accrued annual leave, sick leave, cash or any combination thereof. In the event such purchase is not made within six months of successful completion of probationary period, the amount paid shall include interest at the rate of three percent (3%) per annum excluding first six months.

Section 7.22 . Fire/Rescue Recreation Fund. Unsolicited funds are received occasionally from citizens and citizen groups for Fire Department personnel. These monies are used for the purchase of recreational equipment and other similar activities.

Any disbursements of these funds will require two (2) signatures; the signature of the Fire Chief, and the signature of an employee who is either elected by his/her fellow employees or who is appointed by the Fire Union.

A posting will be made annually in each Fire Station showing the fund's balance, all disbursements, if any, as well as what items or services were purchased for which Fire Station or Division.

Any alleged improprieties of the fund will be reviewed by the Fire Chief and the Union President. If there are any problems or any negative public image projected by this fund or its disbursements, then the existing fund balance shall either be returned to the donor, or be disbursed to a *bona fide* charity of the Union's choice, and no new funds will be accepted.

Section 7.23. Voting Time. Given the availability of alternatives such as absentee ballots, the past practice of allowing paid time off for voting shall be discontinued.

Section 7.24. Commission on Fire Accreditation International Pay Supplement (CFAI). Bargaining unit members shall receive fifty dollars ($50.00) per pay period. The union agrees to work with the City in order to attain accreditation through the Commission on Fire Accreditation International. After attainment of accreditation, (CFAI) payments required herein shall be contingent upon maintenance of the accreditation provided however that payment shall continue if loss of accreditation is due to action or inaction by the City/Administration and unrelated to actions of the bargaining unit members.

ARTICLE 8

JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

8.1. Committee Make-up and Responsibilities. In recognition of the City's and the Union's desire to maintain the highest standards of health and safety in the Fire Rescue Department, a Joint Occupational Safety and Health Committee will be established. This committee shall consist of three (3) members of management selected by the Fire Chief, and three (3) members of the Union appointed by the Union President.

a. The Committee shall recommend rules and procedures for the promotion of health and safety among Firefighters.

b. The Committee shall make inspections of Fire Department facilities on a semi-annual basis or by special request.

c. The Committee shall keep minutes of each meeting.

d. The Committee shall meet on a regular basis at mutually agreed times. Four (4) members of the Committee shall constitute a quorum, providing that equal representation is available, at a scheduled and posted meeting.

e. The Safety and Health Committee established by this Agreement shall evaluate changes in specifications for bids for protective clothing, equipment, tools, appliances, and apparatus, and shall issue its recommendations in a report to the Fire Chief.

f. The Safety and Health Committee will evaluate the types of helmets, gloves, breathing apparatus, and protective clothing on a semi-annual basis. A report of this evaluation will be made to the Fire Chief.

g. A separate City-Wide or Departmental Safety Committee will review and analyze all reports of accidents, deaths, injuries, and illnesses.

8.2. Personal Equipment. Personnel will be issued personal equipment one time, in new condition, to be maintained in serviceable condition. If the gear is damaged or destroyed at no fault of the employee, it will be replaced by the City. If it has been damaged, destroyed, or lost due to the employee's negligence, the employee will pay for the replacement.

Negligence will be determined by a majority vote of four (4) members of the Occupational Safety and Health Committee and the Fire Chief. Two (2) of the Committee members shall be Union appointees and two (2) shall be Management appointees.

8.3. Ladder Testing. The City shall pay for the inspection and testing of the structural integrity and safety of its aerial devices, using recognized test procedures by an independent test company other than the original manufacturer, at a time to be determined by management, but on no longer than a bi-annual basis. A copy of the test results will be supplied to the Safety and Health Committee.

8.4. Air Quality Evaluations. The City agrees that air quality evaluations as presently made will be made by the Dade County Health Department or other suitable testing facility on the compressed air utilized in departmental Self-Contained Breathing Apparatus (SCBA) and Self-Contained Underwater Breathing Apparatus (SCUBA) on a quarterly basis.

8.5. SCBA Repair. Only personnel who have been trained and certified by the manufacturer will be permitted to perform repairs or supervise the performance of repairs on Self-Contained Breathing Apparatus (SCBA).

ARTICLE 9

LEAVE OF ABSENCE

9.1. Educational Leave and Tuition Refund. Subject to applicable Personnel Rules, an employee may request an educational leave of absence without pay to take a course or courses in a field related to the work assignment of said employee. The City's tuition refund program shall be continued for the term of this Agreement.

9.2. Bereavement. Where there is a death in the immediate family (mother, father, grandparents, grandchildren, current spouse's parents, brother, sister, current spouse, children, or stepchildren) of an employee he shall be allowed two (2) days off (twenty-four (24) hours a 24-hour shift employee), for the purpose of making arrangements and/or attending the funeral, without loss of pay and without charge to accrued sick leave or vacation days of said employee. In such circumstances, additional time off may be granted by the Fire Chief or designee, and shall be chargeable to the accrued sick or vacation leave of such employee. Such additional time shall not count against the employee for the purposes of performance evaluation, or for participation in the sick leave sell back program. Requests for additional time off shall be submitted in writing to the Chief.

ARTICLE 10

TRANSFER OF SERVICES

10.1. Notice. The City agrees to keep the Union advised concerning any plans for, or implementation of, a transferal of any services presently being performed by bargaining unit members.

10.2. Discussions. The City agrees to hold discussions with representatives of the Union upon request of the Union, for the purpose of permitting the Union an opportunity to comment upon any proposed transferal of services and/or suggest alternatives to all or any portion of the plan for transferal.

ARTICLE 11

DRUG/ALCOHOL TESTING

Section 11.1. Selection. In an effort to identify and eliminate on-duty or off-duty controlled substance/alcohol abuse, urinalysis/breathalyzer tests shall be administered as provided herein. Employees shall be advised of their contractual rights relative to this Article any time a urinalysis/breathalyzer alcohol test is required. Employees refusing to submit to a urinalysis/breathalyzer test under the provisions set forth herein shall be dismissed.

a. **Random Screening**: Effective October 1, 1998, all employees shall be required to submit to urinalysis once per calendar year. Employees shall be selected using a random selection process agreed to by the Union and the City, and shall be tested during their normal tour of duty.

b. **Random Screening**: Effective October 1, 1998, all employees shall be required to submit to urinalysis once per calendar year. Employees shall be selected using a random selection process agreed to by the Union and the City, and shall be tested during their normal tour of duty.

c. **Reasonable Belief Screening:** Employees may be tested under the following criteria:

1. When a Division Chief or above has reasonable belief, based on objective factors that the employee has possession of, or is using, dispensing, or selling any illegal drug or controlled substance which is not prescribed by a licensed physician.

2. When a Division Chief or above has reasonable belief based on objective factors that the employee is under the influence of alcohol on duty, or on an off-duty detail, or traveling to or from same in a City vehicle, or while in a status where injury would be covered by Workers' Compensation and/or I.S.C.

Section 11.2 Screening.

a. Employees shall take a breathalyzer test in the case of suspected alcohol abuse, and/or give a urine sample for suspected substances abuse, as determined by the City, at either a hospital or an accredited testing lab, as chosen by the City. The hospital or accredited testing lab shall include sufficient safeguards to ensure that a proper chain of custody is enforced. When a sample is required to be submitted under any of the above circumstances, a portion of the first sample shall be retained, and the employee may choose to submit a second, separate sample as described in b) below. All positive tests for controlled substance(s) shall be confirmed by Gas Chromatography Mass Spectrometry (GCMS) or equivalent testing method. Testing shall be performed by an accredited, State licensed clinical lab.

b. Except in the case of alcohol testing, if the employee chooses to submit a second, separate sample it shall be collected at either a hospital or accredited, State licensed clinical lab, chosen by the City, within four (4) hours of the time the initial sample is submitted. If the employee declines to submit a second, separate sample or is unable to submit a second, separate sample within the four (4) hour time period, the retained portion of the initial test shall be used for any additional confirming tests. Any additional confirmation testing shall only be conducted following a positive result from the initial test, and shall be performed at a second, separate State licensed clinical lab of the City's choice. All additional confirmation testing shall be by GCMS or equivalent testing method.

c. For purposes of reasonable belief screening criteria under Section 11.1(b)(2), employees shall be deemed alcohol impaired if their blood/alcohol level is measured at .04 or above.

The following concentrations shall be applicable for determining whether samples are positive for the drugs or classes of drugs tested in the initial or additional confirmation process. A positive result shall be a concentration as set forth in NIDA (National Institute of Drug Abuse) five (5) panel screening standards.

d. Employees shall be notified of a positive test result within a reasonable time from the time a sample is submitted. Such notice may be served either verbally to the employee or by a representative of the Department delivering notice to the employee's last recorded residence shown on the Department's personnel roster. The Union shall be advised of positive or negative test results to the extent that the

release of such information is consistent with Federal, State, or local laws regarding the privacy of test results, unless the employee does not want the results released to the Union.

e. Employees ordered back to duty for testing shall be compensated under Article 7, Section 7.7, Call-In Guarantee.

f. Disputes regarding the consistent application of the reasonable belief criteria cited herein shall be handled under Section 11.3, Expedited Arbitration. Employees shall comply with the order to submit a sample and simultaneously file a protest with the communicator of the order.

g. Employees who test positive for drug use and wish to attribute causation to a prescribed drug may present evidence to the City Manager's designee and the laboratory's Medical Review Officer. The decision of the Medical Review Officer will be conclusive.

h. Employees shall authorize release of drug/alcohol testing to the City.

Section 11.3. Expedited Arbitration.

a. Following ratification of this Agreement and prior to October 1, 1998, the President of the Union and the Assistant City Manager for Labor Relations shall select two (2) permanent Arbitrators certified by the American Arbitration Association (AAA) or other similar certifying agency, to hear employee drug grievances. The Arbitrators will alternate, hearing only grievances where the employee alleges a violation of Section 11.1b), paragraphs 1 or 2, and limited to whether or not there was reasonable belief based on objective factors to require the grievant to submit to a controlled substance/blood alcohol test.

b. Samples submitted under Reasonable Belief Screening criteria and grieved shall not be tested until the Arbitrator has ruled affirmatively that there was reasonable belief to test the employee.

c. Any grievance must be in writing and submitted by fax or hard copy to the Division Chief or above on the same day as the test or no later then the next weekday following the test.

d. Any costs associated with the Arbitrator's ruling shall be borne by the City if the Arbitrator rules there was not reasonable belief to test the employee, and the sample(s) shall be properly discarded. Costs associated with the Arbitrator's ruling shall be borne by the Union if the Arbitrator rules that there was reasonable belief to test the employee, and the sample(s) shall be tested as outlined in this Article.

e. An expedited hearing shall be held before the Arbitration using the American Arbitration Association rules of expedited arbitration and no post hearing briefs shall be filed. The drug grievance shall be submitted directly to arbitration and shall be heard at a mutually convenient time after the employee was required to submit to the controlled substance/blood alcohol test. The Arbitrator shall rule at the close of the hearing and an oral response from the Arbitrator shall be sufficient to settle the grievance.

f. The Arbitrator shall serve from year to year and shall be appointed by letter, jointly signed by the Union President and the Assistant City Manager for Labor Relations. Should the City and the Union choose to remove an Arbitrator, the Arbitrator shall be notified and the parties shall agree on a replacement. If they are unable to agree, each party shall put two (2) names into a hat and the name drawn shall be the replacement for one (1) year.

Section 11.4. Rehabilitation. In the event that the results of the urinalysis/blood alcohol test are positive, the following shall apply:

a. At the discretion of the Fire Chief, the employee may be immediately relieved of duty however, he shall first be allowed to utilize all of his/her accrued annual and sick leave, if appropriate, and then shall be relieved without pay. The employee shall not be disciplined until a positive test result is communicated to the City. However, if the employee's conduct in connection with the alleged substance abuse amounts to conduct for which the City might otherwise discipline the employee, the City may take disciplinary action prior to knowing of a positive test result.

b. The employee shall, at his/her own cost, within seventy-two (72) hours of a positive test notification (excluding weekends and holidays) enter into a substance abuse treatment program approved by the City and the Union and remain in the program until the employee has successfully completed the program, including any required aftercare. If the employee fails to enter, participate in, and/or

successfully complete any part of the rehabilitation program, including any aftercare, he shall be terminated from his/her employment with the City.

c. Employees cleared to return to work by the Substance Abuse Program Administrator shall be subject to random urinalysis/breathalyzer test(s) for a period of two (2) years. The City shall be limited to six (6) random urinalysis breathalyzer tests per twelve (12) month period, beginning from the date the employee is cleared to return to work. Each employee shall be entitled to one (1) chance for rehabilitation during their employment with the City. Employees who test positive a second time under the provisions outlined in Section 11.2 of this Article or this Section shall be terminated from employment with the City.

ARTICLE 12

SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon issuance of such a decision or declaration which is not appealed by either party, the parties shall, following a request by either party, negotiate in good faith on a substitute article, section, or portion thereof.

ARTICLE 13

WAIVER AND ENTIRE AGREEMENT

The Union acknowledges that during negotiations resulting in this Agreement, it had the right and opportunity to make demands and proposals with respect to any and all subjects not removed by law from the area of collective bargaining and that the complete understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Union waives the right, during the term of this Agreement, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, and it particularly waives the right to bargain over the City's exercise of any of its management's rights set forth in Article 5 of this Agreement, e.g., changing work hour schedule, transferring employees, laying off employees, etc.

The parties intend that this Agreement shall constitute the sole source of their rights and obligations from and to each other for its term either by specific provision or by silence. If the Agreement does not prevent it, the City may take any action (or fail to take any action) it desires and shall have no obligation to bargain with the Union concerning the taking, or not, of the action; but may take unilateral action at the time it desires. The Union does not waive, and shall retain its right, to bargain with the City over the impact of any action taken by the City not set forth in this Agreement, but such impact bargaining shall not serve to delay management's action until agreement or impasse is resolved concerning the impact at issue.

This Agreement may be amended by mutual agreement of the parties but any amendment must be in writing and signed by duly authorized representatives of the parties before it will be effective.

ARTICLE 14

TERM OF AGREEMENT

This Agreement shall be effective as of its ratification by both parties, and shall remain in force and effect until the 30th day of September, 20~~03~~6. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations, unless either party gives the other party at least ten (10) days written notice of its desire to terminate this Agreement, provided that such notice may not be given earlier than ten (10) days prior to the anniversary date.

EXECUTED by the parties hereto on the date first above written.

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS LOCAL 1510,
AFL-CIO-CLC

By _____

David Noel
IAFF President

_____

CITY OF MIAMI BEACH, FLORIDA

By _____

Jorge M. Gonzalez
City Manager

_____

Mayor
David Dermer

_____

Approved by Vote of the City Commission
on the ___day of _____, 2004.

ATTEST:

_____

Robert Parcher, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 3/8/04
Date

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

(IAFF) LOCAL 1510

ELECTION OF REMEDY FORM

Grievance No. _____

1._____ I/We elect to utilize the Grievance Procedure contained in the current Contract between the City of Miami Beach, Florida, and the IAFF. In making this election, I/we understand that selection of another forum, as defined by the IAFF Contract, shall bar any consideration of the Grievance under the IAFF grievance and arbitration Article.

2._____ I/We elect to utilize another forum for my/our grievance, and in doing so, I/we understand that this election shall bar any consideration of this matter under the IAFF grievance and arbitration Article.

_____ _____

Signature Date

Subject of Grievance/Appeal:_____

HEARING EXAMINER RULES

SECTION 1: REQUEST FOR HEARING: Any officer or employee may appeal from such disciplinary action within ten (10) days after the delivery or mailing to him/her of such written notice, by filing a written request for a hearing to the Hearing Examiner or his/her designee. If the tenth day falls on a Saturday or Sunday, he/she will have the ability to file for an appeal on the following Monday.

SECTION 2: DISCIPLINARY HEARINGS:

(a) The City Manager or his/her designee not later than ten (10) days after receipt of such appeal, shall fix a place and time for holding a public hearing within a reasonable time thereafter. Written notice of such time and place shall be delivered or mailed promptly to both the Appellant and the Appointing Officer.

Only the Hearing Examiner may grant a continuance to either party for good and sufficient cause. No continuance shall be granted to either party unless such request for continuance is received in writing by the City Manager or his designee at least ten (10) days prior to the date of said scheduled hearing of appeal.

(b) The Hearing Examiner may, at the request of the Appointing Officer or the Appellant, call or request any person or records for the purpose of ascertaining the facts.

(c) The Appointing Officer or a representative designated by him/her, shall have the right to be present at such hearing and to be represented by the City Attorney.

(d) The Appellant shall have the right to be present at such hearing and to be represented by an attorney of his/her choice. Said attorney shall be an attorney duly admitted and licensed to practice in the State of Florida. In the event that the Appellant does not retain an attorney, said Appellant may have an advisor of his/her choice present. Such advisor shall not have the right to interrogate any witnesses or to enter objections to any testimony or evidence presented to the Hearing Examiner, nor may such advisor speak in the Appellant's behalf.

(e) The findings of the Hearing Examiner shall be based upon competent substantial evidence of record.

(f) The Appointing Officer shall have the burden of presenting evidence to support the truth of the charges as contained in the written notice.

(g) The Appellant shall have the right to present evidence to refute the charges brought against him/her.

(h) The Appellant shall have the right to be confronted by his/her accuser, and the Appellant and the Appointing Officer shall each have the right to cross-examine the witnesses of the other.

(i) After both the Appointing Officer and the Appellant shall have presented their testimony and evidence, the Hearing Examiner shall receive argument in summation. The Appointing Officer shall have both the opening and closing argument.

(j) After the completion of closing oral argument, the Hearing Examiner shall consider the testimony and evidence presented before the Hearing Examiner to determine the truth or untruth of the charges.

(k) Within five (5) working days after the completion of the hearing, the Hearing Examiner shall issue his or her findings as to the truth or untruth of the charges in writing. The City Manager or his/her designee shall promptly deliver or mail a copy of such findings to the Appointing Officer and to the Appellant.

(l) A copy of the written statement given the officer or employee, a copy of any reply thereto, and a copy of the findings of the Hearing Examiner shall be filed as a Public Record in the Human Resources Department.

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution to ratify the three (3) year labor agreement between the City of Miami Beach and the Fraternal Order of Police (FOP).

Issue:

Shall the City of Miami Beach ratify the three (3) year labor agreement between the City of Miami Beach and the Fraternal Order of Police?

Item Summary/Recommendation:

Adopt the Resolution. This Resolution will provide FOP Employees with an across the board cost-of-living increase of 3% starting October 5, 2003, 3% starting October 4, 2004, and 3.5% starting October 9, 2005, and will include the same increases to the minimum and maximum of the salary ranges. There will be an addition of 100 vacation hours that can be accrued, and paid out at the time of termination. Additionally, starting in Year 2, there will be increases to the hourly shift differential of .13/hour for shift 2, and .23/hour for shift 3. An increase of 1 hour for the first court time appearance, (from 3 to 4 hours). In Year 3, there will be a Quality of Life Certification equivalent to .75% of payroll, or $14.40/pay period, and if the program is deemed successful by the City Manager, to $28.80/pay period at the end of Year 3.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount		Account	Approved
		Year 1 cost	Total contract cost (3 year)		
	1	$613,905	$2,006,068	COLA - Police Department	
	2		$106,466	Shift Differential - Police Department	
	3		$237,291	Court time - Police Department	
	4		$131,414	Quality of Life Certification - Police Department	
	5	$737	$2,396	Increase annual leave cap – Police Department	
Finance Dept.	Total	$614,642	$2,483,635		

City Clerk's Office Legislative Tracking:

Linda Gonzalez

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R7C

DATE 3-17-04

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: March 17, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA TO RATIFY A THREE YEAR LABOR AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE FRATERNAL ORDER OF POLICE, FOR THE PERIOD FROM OCTOBER 1, 2003 THROUGH SEPTEMBER 30, 2006, AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.**

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

BACKGROUND:

On September 26, 2003, the City of Miami Beach and the Fraternal Order of Police (FOP) held the first negotiation session to collectively bargain a new contract. The Administration received direction from the City Commission on the proposals made by both sides through an Executive Session held on December 9, 2003. The Administration's goals in completing the new contract included: ensuring fiscal responsibility; maintaining the ability to recruit the most qualified officers in our workforce; retaining our current officers by remaining at the top or near the top in every pay and benefit category and having a contract that is considered equitable by both the Administration and the FOP.

To ensure our goals were met, the Administration met with the Budget Advisory Committee (BAC) on January 6, 2004 and discussed the budget as it related to the contract proposals and fiscal responsibility going forward. The City also conducted a detailed salary and benefits survey of thirteen (13) surrounding municipalities which provided a benchmark for negotiations and confirmed that the FOP contract was already one of the best available before the negotiation process started. The City of Miami Beach ranked in the top three for the minimum and maximum base pay, (with leave and longevity pay), for the classifications of Police Officer, Sergeant, and Lieutenant. The City of Miami Beach ranked number one in a comparison of the overall benefits available to officers. In addition, the City confirmed an extremely low turnover rate of only three officers who had left the City for another employer within the State of Florida over the past three years.

On January 29, 2004, after four negotiation sessions, negotiators for the City of Miami Beach and the Fraternal Order of Police (FOP) successfully concluded negotiations for a three year collective bargaining agreement.

The FOP membership reviewed the proposed Agreement on March 3, 2004, and ratified the contract with a vote of one hundred fifty-three (153) in favor and one hundred twenty-seven (127) opposed.

While negotiators for the City and the Union were obliged to represent the best interest of their respective "clients," the shared goal was to produce an Agreement that was equitable as to competitive compensation and working conditions. The following is a summary of the most significant changes from the previous Agreement.

Wages

The term of the Agreement will extend for three (3) years from October 1, 2003 through September 30, 2006. Effective with the first full payroll period that begins on or after October 5, 2003 bargaining unit employees will receive a three percent (3%) salary increase. In addition, effective with the first full payroll period that begins on or after October 4, 2004 bargaining unit employees will receive a three percent (3%) salary increase. Finally, effective with the first full payroll period that begins on or after October 9, 2005 bargaining unit employees will receive a three and one half percent (3.5%) salary increase. The minimum and maximum of the salary range will be adjusted accordingly each year of the contract. (The contract cost for COLA is $2,006,068.)

Effective with the start of the second year of this agreement, the shift differential for hours worked between 3:00 p.m. and 11:00 p.m. will increase from thirty two cents ($.32) per hour to forty five cents ($.45) per hour. The shift differential for hours worked between 11:00 p.m. and 7:00 a.m. will increase from fifty two ($.52) cents per hour to seventy five cents ($.75) per hour. (The contract cost for shift differential is $106,466.)

Effective with the start of the second year of the contract, time paid for the first court appearance will increase from three (3) hours to four (4) hours. (The contract cost for court time is $237,291.)

Effective with the start of the third year of the contract, the City will implement a Quality of Life Program. The goal of the program is to improve the quality of life for our residents by training our police officers through a certification program which will include training on community policing, code compliance enforcement and homeless issues. Upon receiving their certification in the program, the officers will receive a supplement of fourteen dollars and forty cents ($14.40) per pay period, which will increase to twenty eight dollars and eighty cents ($28.80) per pay period, at the end of year three, should the program be successful, at the discretion of the City Manager. (The contract cost for the Quality of Life Program is $131,414.)

Based on current active employees, the estimated cost for the wage increase is approximately $614,642 for Fiscal Year 2003/2004; approximately $800,352 for Fiscal Year 2004/2005; and approximately $1,068,640 for Fiscal Year 2005/2006.

Other Economic and Contractual Agreements

1. Amend the formula used for calculating the City's contribution to the Health Trust

The amount paid to the Health Trust, (Trust) will now be based on the Trust's actual claims experience, and not based on the City's Preferred Provider Organization (PPO) plan. Although the City's PPO plan increase has no correlation to the Trust's increase, the City is contractually bound by it. This contribution method ensures that the FOP Health Trust will be kept financially secure, while allowing the City contributions to reflect their actual premiums. Based on the experience over the past three years of the current contract, the new formula represents a savings of approximately $800,000 for the new contract period.

2. Election of Remedies

The parties agreed that the grievance/arbitration process set forth in the Agreement, and the use of a Special Master shall be the methods available for resolving all grievances filed by the bargaining unit. The Personnel Board will no longer have jurisdiction to hear any grievances or appeals filed by FOP members.

3. FOP President

At present, the FOP President works full time in a Union capacity and is considered "detached", i.e. has no assigned duties. The contract allows the FOP President to make an election each year of the contract to either remain detached; or receive an annual time bank of fifteen hundred (1500) hours per year which can be used for Union business by the President or other designated FOP member. This would allow the President to return to his regular duties for a portion of the hours he works while allowing other members Union time.

4. Re-Openers

Effective January 1, 2006, the City reserves the right to re-open the article on Uniform cleaning allowance, and explore the possibility of a cleaning service in an effort to reduce costs to the City.

The Union reserves the right to re-open and resume discussion regarding the current calculation for overtime that is pensionable.

The FOP also reserves the right to a "me-too" with International Association of Firefighters (IAFF).

5. Buyback of Probationary Time

The parties have agreed to extend the buyback of probationary time up until the time of retirement with three percent (3%) interest per year. Prior to this agreement, employees had to utilize the buyback within six months of completing their probationary period.

6. Vacation Cap

There will be an addition of 100 vacation hours that can be accrued and paid out at the time of termination.

CONCLUSION:

The negotiated contract ensures that the City will meet its goals of continuing fiscal responsibility, hiring and retention of the best officers, maintaining the best pay and benefits available, while providing for an equitable contract for both the City and the FOP members. The Administration recommends that the Mayor and City Commission adopt the Resolution to implement the collective bargaining adjustments negotiated between the City of Miami Beach and Fraternal Order of Police (FOP) for the period covering October 1, 2003 through September 30, 2006.

JMG\RI\LG

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RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA TO RATIFYING A THREE YEAR LABOR AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE FRATERNAL ORDER OF POLICE, FOR THE PERIOD FROM OCTOBER 1, 2003 THROUGH SEPTEMBER 30, 2006, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.

WHEREAS, the City Manager is herein submitting to the Mayor and City Commission the attached Labor Agreement recently negotiated between the City of Miami Beach, Florida, and the Fraternal Order of Police, (FOP), the bargaining agent certified by the Public Employees Relations Commission (PERC) for the employees covered by said Agreement; and

WHEREAS, the previous Labor Agreement was for a three year period from October 1, 2000 through September 30, 2003 and has expired; and

WHEREAS, the FOP bargaining unit has ratified the attached Labor Agreement and the City Manager recommends that the City Commission ratify and authorize the execution of the Labor Agreement between the City and the FOP Union.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the attached Labor Agreement between the City of Miami Beach and the FOP for the period covering October 1, 2003 through September 30, 2006, is hereby ratified and that the Mayor and City Clerk are authorized to execute the Agreement.

PASSED AND ADOPTED this ___ day of _____, 2004.

ATTEST:

_____ _____

CITY CLERK **MAYOR**

JMG/RI/LG

F:\HUMA\LABORREL\Labor Relations\Commission Memos\Resolutions\FOP RESO for the 2003-2006 contract

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 3/8/04
Date

AGREEMENT

BETWEEN

CITY OF MIAMI BEACH, FLORIDA

and

MIAMI BEACH FRATERNAL ORDER OF POLICE

WILLIAM NICHOLS LODGE NO. 8

Period Covered

October 1, 2003 through September 30, 2006

TABLE OF CONTENTS

Page Number

AGREEMENT & PREAMBLE 1

ARTICLE 1. RECOGNITION 2

ARTICLE 2. DEDUCTION OF DUES 3
Section 2.1. Checkoff 3
Section 2.2. Legal Services Trust Fund 3
Section 2.3. Indemnification. 3

ARTICLE 3. GRIEVANCE PROCEDURE 4
Section 3.1. Definition of Grievance and Time Limit for Filing 4

Section 3.2. Grievance Procedure 4
Step 1 4
Step 2 4
Step 3 5
Section 3.3. Binding Arbitration 5
Section 3.4. Authority of Arbitrator 5
Section 3.5. Expenses of Arbitration 6
Section 3.6. Processing Grievances 6
Section 3.7. Election of Remedies. 6
Section 3.8. Probationary Period 6
Section 3.9. FOP Grievance Committee 6
Section 3.10. Waiver of Time Limitations or Steps 7

ARTICLE 4. NO STRIKE AND NO LOCKOUT 8
Section 4.1. No Strike 8
Section 4.2. No Lockout 8

ARTICLE 5. MANAGEMENT RIGHTS 9

ARTICLE 6. POLICE EQUIPMENT 10
Section 6.1. Equipment. 10

ARTICLE 7. HOURS OF WORK AND OVERTIME 11
Section 7.1. Purpose 11
Section 7.2. Normal Workweek 11
Section 7.3. Four-Day Workweek 11
Section 7.4. Weekly Overtime 11
Section 7.5. Distribution of Overtime Opportunity 11
Section 7.6. No Pyramiding. 12

TABLE OF CONTENTS, continued **Page Number**

ARTICLE 8. WAGES AND FRINGE BENEFITS 13
Section 8.1. Wages 13
Section 8.2. Police Vehicle Policy 13
Section 8.3. Compensation Plan 15
Section 8.4. Merit and Longevity Increases 16
Section 8.5. Shift Differential 16
Section 8.6. Holidays 17
Section 8.7. Vacation Benefits 17
Section 8.8. Sick and Vacation Leave Accrual and Payment on Termination 17
Section 8.9. Bereavement 18
Section 8.10. Court Time Compensation 18
Section 8.11. Out-of-Classification Pay 19
Section 8.12. Standby Pay 19
Section 8.13. Call-In Pay 19
Section 8.14. Sunglasses and Prescription Glasses 20
Section 8.15. Field Training Officer 20
Section 8.16. Injury Service Connected 20
Section 8.17. Special Assignment Allowance 21
Section 8.18. Extra Weapon 21
Section 8.19. Quality of Life 21
Section 8.20. Forced Holdover 21
Section 8.21. Pension 22
Section 8.22. Premium Pay Supplement 22
Section 8.23. Buyback of Probationary Time 23
Section 8.24. FOP Re-Opener for the Calculation of Overtime for Pension Purposes 23
Section 8.25. "Me Too" with the IAFF for Extension of the DROP Plan 24
Section 8.26. DROP 24

ARTICLE 9. F.O.P. HEALTH TRUST 29
Section 9.1. 30
Section 9.2. 31
Section 9.3. 31
Section 9.4. 31
Section 9.5. 31
Section 9.6. 31
Section 9.7. 31
Section 9.8. 31
Section 9.9. 32

ARTICLE 10. EDUCATIONAL LEAVE AND TUITION REFUND 33

ARTICLE 11. GENERAL PROVISIONS 34
Section 11.1. Safety and Health 34
Section 11.2. FOP Activity and Non-Discrimination 34
Section 11.3. Reduction In Work Force 34

TABLE OF CONTENTS, continued **Page Number**

ARTICLE 11. GENERAL PROVISIONS, continued

Section 11.4. Uniforms and Clothing Allowance 34
Section 11.5. Disclosure of Records 35
Section 11.6. Transfers 35
Section 11.7. Meeting Between Parties 36
Section 11.8. Negotiating Sessions 36
Section 11.9. Job Descriptions 36
Section 11.10. Defense of Members 36
Section 11.11. Personnel Rules and Departmental Manual 36
Section 11.12. Incorporation of Personnel Rules 36
Section 11.13. Medical Leave of Absence 37

ARTICLE 12. SEPARABILITY 38

ARTICLE 13. TIME BANK 39

ARTICLE 14. DRUG TESTING 41

ARTICLE 15. HEART DISEASE PRESUMPTION 43

ARTICLE 16. PROMOTIONS 44
Section 16.1. 44
Section 16.2. 44
Section 16.3. 44
Section 16.4. 45
Section 16.5. Seniority Points 45
Section 16.6. Book Committee 45
Section 16.7. Written Test Scoring 46
Section 16.8. Assessment Center or Behavioral Assessment Component Challenges 46
Section 16.9. 46
Section 16.10. 46

ARTICLE 17. F.O.P. PRESIDENT 48
Section 17.1. 48
Section 17.2. 48
Section 17.3. 49

ARTICLE 18. ENTIRE AGREEMENT 50

ARTICLE 19. TERM OF AGREEMENT 51

EXECUTION 51

ELECTION OF REMEDY FORM 52

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2004, by and between the CITY OF MIAMI BEACH, FLORIDA (herein called the "City"), and the MIAMI BEACH FRATERNAL ORDER OF POLICE, WILLIAM NICHOLS LODGE NO. 8 (herein called the "FOP").

PREAMBLE

WHEREAS, the FOP has been selected as the sole and exclusive bargaining representative by a majority of employees in the certified bargaining unit set forth in Article 1, and has been recognized by the City pursuant to the laws of the State of Florida as the sole and exclusive bargaining representative for said employees; and

WHEREAS, it is the intention of the parties to this Agreement to provide in manner which is binding and superior to ordinances and personnel rules of the City, for a salary schedule, fringe benefits, and conditions of employment of the employees covered by this Agreement, and to provide for the continued and efficient operation of the City's Police Department: and to provide for an orderly and prompt method of handling and processing grievances; and

WHEREAS, the FOP and the City agree to seek and maintain high standards for the operation of the Police Department;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
RECOGNITION

The City recognizes the FOP as the sole and exclusive bargaining representative for the purpose of wages, hours, and other terms and conditions of employment for employees in the following classifications in the Police Department (hereafter "employees"):

Trainees
Police Officers
Sergeants
Lieutenants
Detention Officers

All other employees in other existing classifications are specially excluded.

ARTICLE 2

DEDUCTION OF DUES

Section 2.1. Checkoff. Upon receipt of a lawfully executed written authorization from an employee which is presented to the City by an official designated by the FOP in writing, the City agrees during the term of this Agreement to deduct biweekly FOP dues of such employees from their pay and remit such deductions to the FOP Treasurer within fourteen (14) calendar days however, such authorization is revocable at the employee's will upon thirty (30) days' written notice to the City and the FOP. The City agrees to use diligence in making prompt delivery of monies owed to the FOP. The charge for dues deductions shall be calculated by multiplying one average run of checkoffs by four and multiplying the product by seven cents (7¢). The City shall notify the FOP of the amount owed no later than September 1 of each year. The FOP shall make payment to the City no later than September 30 of each year. The FOP will notify the City in writing of the exact amount of such uniform membership dues to be deducted. The FOP will notify the City thirty (30) days prior to any change in its dues structure or if there are additions or deletions to the established checkoff list.

Section 2.2. Legal Services Trust Fund. If the FOP establishes a Legal Services Trust Fund, upon receipt of a lawfully executed written authorization from an employee which is presented to the City by an official designated by the FOP in writing, the City agrees during the term of this Agreement to take biweekly deductions from such employees from their pay and remit such deductions to the Trustee within fourteen (14) calendar days; however, such authorization is revocable at the employee's will upon thirty (30) days' written notice to the City and the FOP. There will be no charge to the FOP for Legal Services Trust Fund deductions.

The FOP will notify the City in writing of the exact amount of such uniform Legal Services Trust Fund deductions. The FOP will notify the City thirty (30) days prior to any change in the deduction structure or if there are additions or deletions to the established Legal Services Trust Fund deduction structure.

Section 2.3. Indemnification. The FOP agrees to indemnify and to hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article; provided, that the City will not be indemnified or held harmless for any intentional tort. This indemnification is not intended to cover claims made by, or on behalf of the FOP.

ARTICLE 3

GRIEVANCE PROCEDURE

Section 3.1. Definition of Grievance and Time Limit for Filing. A grievance is a dispute involving the interpretation or application of the express terms of this Agreement, excluding matters not covered by this Agreement; or where Personnel Board rules and regulations are involved; provided that disciplinary actions, including discharges, may be grieved under this Article, as provided herein. See Section 3.7 (Election of Remedies) for procedures to be utilized in particular circumstances. No grievance shall be entertained or processed unless it is submitted within fifteen (15) workdays (excluding Saturday, Sunday, or holidays recognized by the City) after the occurrence of the first event giving rise to the grievance or within fifteen (15) workdays after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the first event giving rise to the grievance.

Section 3.2. Grievance Procedure. The FOP shall have the right to initiate and process grievances on its own behalf or on behalf of named members of the bargaining unit. However, the FOP shall have the right in its sole discretion not to process grievances on behalf of bargaining unit members who are not members of the FOP, provided it notifies said employee of its decision not to proceed. Grievances shall be processed, individually, as follows:

Step 1: The grievance shall be presented, in writing on the Grievance Form supplied by the City, to the employee's unit or division commander or a designated representative, who shall answer within five (5) workdays after such receipt. The employee will also provide the FOP with a copy of said grievance.

Step 2: If the grievance is brought by the FOP on its own behalf, or if the grievance is brought on behalf of an individual(s) and is not settled in Step 1 and an appeal is desired, it shall be referred in writing to the Chief or his designee. The Election of Remedy Form shall be completed and signed by the FOP and/or the grievant, and attached to the Step 2 grievance. The Chief shall discuss the grievance within five (5) workdays with the employee and the FOP grievance committee at a time designated by the Chief. If no

settlement is reached, the Chief shall give the City's written answer to the employee and the FOP grievance committee within five (5) workdays following their meeting.

Step 3: If the grievance is not settled in Step 2 and both the employee and FOP grievance committee desire to appeal, or if it is a class grievance filed by the FOP and at least one employee of the named class and FOP grievance committee desire to appeal, it shall be appealed in writing to the City Manager or his representative within ten (10) workdays after the City's answer in Step 2. A meeting between the City Manager or his representative, the employee, and the FOP grievance committee shall be held at the time designated by the City Manager within ten (10) workdays. If no settlement is reached, the City Manager shall give City's written answer to the employee and the FOP grievance committee within ten (10) workdays following the meeting.

Section 3.3. Binding Arbitration. If the grievance is not resolved in Step 3 of the grievance procedure, the FOP grievance committee, with the concurrence of the employee who filed the grievance, or if it is a class grievance filed by the FOP, with the concurrence of at least one employee of the named class, or if it is a grievance filed by the FOP on its own behalf, may refer the grievance to binding arbitration within ten (10) workdays after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within ten (10) workdays after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said ten (10) workday period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the FOP shall have the right to strike two names. The name remaining after the City strikes shall be the arbitrator. The arbitrator shall be notified of his selection within five (5) workdays by a joint letter from the City and the FOP requesting that he advise the parties of his availability for a hearing. The parties may select a permanent arbitrator in lieu of the selection procedure set forth in this section.

Section 3.4. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the FOP, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall submit in writing his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to extend said limitation.

The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. If the arbitrator acts in accordance with this Section, the decision of the arbitrator shall be final and binding.

Section 3.5. Expenses of Arbitration. The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the FOP; provided, however, each party shall be responsible for compensating its own representatives or witnesses.

Section 3.6. Processing Grievances. All grievance discussions and investigations shall take place in a manner which does not interfere with the operation of the Police Department. Any time spent by the Grievance Committee of the FOP in discussions or processing grievances at Step 1, 2, or 3 during their working hours shall not result in a loss of earnings or benefits.

Section 3.7. Election of Remedies. Disciplinary actions may be grieved (1) under the grievance/arbitration provisions contained in this Article or (2) to a Hearing Officer, who shall be selected by utilizing the procedures outlined in Section 3.3 of this Article. A grievance involving the interpretation or application of this Agreement may be grieved solely under the grievance/arbitration provisions contained in this Article. Grievances regarding certain non-disciplinary matters, such as disagreements as to the waiving or application of changes to personnel rules or other work rules or policies may be filed via the Personnel Board procedures.

The decision of the hearing officer shall be final & binding. The cost of a Hearing Officer shall be borne by the City. Any proceedings before the Hearing Examiner shall be conducted pursuant to the attached Hearing Examiner Rules.

Section 3.8 Probationary Period. Nothing herein shall in any way affect the discretion presently accorded the Chief of Police with respect to employees in their probationary period following hire or in their probationary period following promotion. It is specifically understood by the parties that the exercise of the Police Chief's discretion in this regard shall not in any way be subject to the grievance procedure set forth herein.

Section 3.9 FOP Grievance Committee. The FOP shall appoint a Grievance Committee of not more than three (3) members, and shall notify in writing the Police Chief and the City Manager of the name or names of

the employee or employees serving on this committee and of any changes in the numbers of this committee. The members of this committee may not conduct any investigation while on duty without receiving the permission of the Police Chief, or in his absence, the duly authorized representative acting in his behalf; however, such permission shall not be unreasonably withheld. Department clerical personnel will not be used by the grievance committee in grievance matters. The grievance committee shall not unreasonably use other departmental resources for the purpose of conducting grievance-related work.

Section 3.10 Waiver of Time Limitations or Steps. The parties may mutually agree in writing to extend any of the time limitations set forth above for the processing of grievances and may also waive any of the intermediate steps of the grievance procedure in writing.

ARTICLE 4

NO STRIKE AND NO LOCKOUT

Section 4.1. No Strike. The parties hereby recognize the provisions of Chapter 447, Florida Statutes, which define strikes, prohibit strikes, and establish penalties in the case of a strike, and incorporate those statutory provisions herein by reference.

Section 4.2. No Lockout. The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the FOP.

ARTICLE 5

MANAGEMENT RIGHTS

It is recognized that except as stated herein, the City shall retain all rights and authority necessary for it to operate and direct the affairs of the City and the Police Department in all of its various aspects, including, but not limited to, the right to direct the work force; to plan, direct, and control all the operations and services of the Police Department; to determine the methods, means, organizations, and personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule the working hours; to hire and promote; to demote, suspend, discipline or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the expressed written provisions of this Agreement and that a grievance may be filed alleging such a conflict.

The City shall not employ more than thirty-eight (38) Reserve Police Officers. No Reserve Police Officers will be authorized to perform off-duty work as a police officer, unless reasonable efforts to fill an off duty job with bargaining unit members fails. Any Reserve Police Officer who is called to work an off-duty job will do it without remuneration.

ARTICLE 6

POLICE EQUIPMENT

Section 6.1. Equipment. The City agrees to continue the current policy of issuing equipment which includes shirts, pants, footwear, leather, department issued weapons, ammunition, handcuffs, expandable batons, light and heavy jackets, rain gear and traffic templates. Additionally, the City will supply an initial issue whistle to all patrol officers. Replacement of whistles shall be at the officer's expense. To the extent that a flashlight is a required article of equipment, the City shall provide it. The City will reimburse employees for the cost of replacement of protective vests up to a maximum of $550.00, when needed.

Necessary ammunition will be issued to each employee every twelve (12) months to guarantee reliability of the ammunition.

ARTICLE 7

HOURS OF WORK AND OVERTIME

Section 7.1. Purpose. This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Section 7.2. Normal Workweek. The normal workweek shall consist of forty (40) hours per week and such additional time (subject to Section 7.4 and 7.5 below) as may from time to time be required in the judgment of the City to serve the citizens of the City. The workweek shall begin with the employee's first regular shift each week. All hours scheduled in the normal workday will be consecutive. An employee called in early in advance of his normal shift starting time will not be sent home early on such day for the purpose of avoiding overtime unless such employee is in agreement with the request to leave early; provided, however, that except as limited by Section 3 below, the City shall retain its right to establish and modify normal work schedules.

Section 7.3. Four-Day Workweek. The City shall extend the present policy of a four (4) day workweek to all employees in the bargaining unit except employees on light duty because of injuries or illness which are not service connected. Employees who suffered a service connected injury or illness and who are permitted to work light duty may work up to 32 weeks, measured non-consecutively from the date of injury, on light duty on a 4-10 schedule, or to receive ISC payments for 32 weeks, or a combination of both. Thereafter, the officer may be assigned to work a 5-8's shift in a light duty assignment during the pendency of his/her light duty. Positions occupied by employees who are permitted to elect either a 4-10 or a 5-8 work schedule shall continue on that basis.

Section 7.4. Weekly Overtime. For all hours worked in excess of forty (40) hours during an employee's workweek, the City will pay the employee one and one-half (1-1/2) times the employee's straight time hourly rate of pay. The current policy for calculating hours worked will remain in effect.

Section 7.5. Distribution of Overtime Opportunity.

A. Overtime is recognized as being of three (3) general types within the Police Department:

1. **Carry-over Overtime -** Overtime for work carried over from an employee's regular duty assignment (e.g., uniform officer on arrest; detectives' on-going investigations). "Carry-over Overtime" shall not be subject to equal distribution rules.

2. **Staffing Overtime** - Overtime due to staffing needs. Staffing Overtime shall be distributed on a rotating basis, as equally as practicably possible, among employees in the particular work unit who are qualified to perform the particular overtime work, by departmental seniority.

3. **Special Event Overtime** - Overtime for planned events or assignments. Special Event Overtime shall be distributed on a rotating basis, as equally as practicably possible, among employees in the particular division who are qualified to perform the particular overtime work, by departmental seniority.

   Employees who are not in the particular work unit or division will not be assigned to Staffing Overtime or Special Event Overtime unless reasonable attempts to assign employees from within the work unit or division have failed.

B. Records for Staffing Overtime will be maintained at the Platoon or work section level. Records for Special Event Overtime will be maintained at the Division level.

C. Pay for overtime work will be paid no later than the second pay period in the month following the month in which the overtime is worked.

Section 7.6. No Pyramiding. Compensation shall not be paid more than once for the same hours.

ARTICLE 8

WAGES AND FRINGE BENEFITS

Section 8.1. Wages. Effective with the first pay period ending October 5, 2003, there shall be an across-the-board wage increase of three percent (3%). In order to obtain any retroactive wage increase, bargaining unit members must be employed with the City on the ratification date of the 2003-2006 collective bargaining agreement.

Effective with the first pay period ending October 3, 2004, there shall be an across-the-board wage increase of three percent (3%).

Effective with the first pay period ending October 9, 2005, there shall be an across-the-board wage increase of three and one-half percent (3.5%).

Section 8.2. Police Vehicle Policy. In an effort to reduce the long-term costs to the City in maintenance, repairs and liability, a take-home vehicle program will continue on a phased-in process to the extent that funds are available in compliance with State and Federal law from the Police Confiscated Fund.

Purchase Orders for the purchase of the vehicles for the take-home program shall be issued within 60 days after the receipt of the State of Florida contracted bid prices (estimated in January of each year). Bargaining unit members who are participants in the Take-Home Vehicle Program as of October 1, 1997, shall continue in the Take-Home Vehicle Program as prescribed by the City Commission approved Policy and the Department S.O.P. Thereafter, priority for allocation of take-home cars shall be given all eligible personnel by Departmental seniority.

It is agreed and understood that all appropriations and commitments by the Police Department as of November 16, 1994, will have first priority for the expenditure of such Confiscated Funds. After funding has been allocated for such appropriations and commitments, excess funds will be allocated in a 60%/40% ratio with 60% dedicated to the needs of the Police Department as determined by the Chief of Police and the remaining 40% being allocated for the purchase of the vehicles for the take-home program. Such allocations from the Police Confiscated Fund for the take-home program shall be modified after all such initial purchases have been

completed. This paragraph shall become null and void upon purchase of the remaining vehicles to be purchased in the take home vehicle program.

The monthly confiscated fund report shall be sent to the FOP President each month.
To defray the operating expense incurred by the City as a result of the non-official use of take-home vehicles, employees shall be assessed a user fee for each biweekly period in which they have a car assigned to them. The fee shall be based on the location of their primary residence as shown below:

LOCATION	**BI-WEEKLY FEE**
Miami Beach	-0-
Dade County (other than Miami Beach)	$25.00
Broward County	$30.00
Palm Beach County (as limited below)	$45.00 or $75.00

The take-home vehicle program shall be available to any sworn officer who was hired before the ratification date of 2000-2003 Agreement who resides in Miami-Dade or Broward County. The take-home vehicle program shall not be available to any sworn officer who is hired on or after the ratification date of the 2000-2003 Agreement (except police applicants in the background process) and resides outside of Miami-Dade County but is available to a sworn officer who is living outside Miami-Dade County and moves back to Miami-Dade County. In addition, the availability of take-home vehicles for sworn officers who live in Palm Beach County shall be limited to only those three (3) sworn officers who resided in Palm beach County on the date of ratification of the 2000-2003 Agreement and were employed by the City when the take-home program was implemented (i.e., the three (3) grandfathered officers, who shall pay a bi-weekly fee of $45.00; and the two (2) sworn officers who became eligible for a take-home vehicle after ratification of the 2000-2003 agreement) (i.e.; those two officers not grandfathered under the 2000-2003 agreement) who shall pay a bi-weekly fee of $75.00) fee to be paid by the Palm Beach officers shall be applicable effective the first pay period after the date of receipt of a city vehicle. The cost for any officer moving into one of the five (5) available slots after October 1, 2003 shall be $75.00 bi-weekly. Employees may not park their cars in a location so as to circumvent the restrictions outlined in this section.

Section 8.3. Compensation Plan.

A) Entry Level Pay - Hired on or after October 1, 1997

1) Police Officer

a) Non-Certified Hire - A newly hired, non-certified Police Officer will be placed in the Police Officer Trainee Step 1 rate of pay while attending the Police Academy and until he/she receives notification of passing the State Certification examination. The pay period following the notification of passing the State Certification examination the bargaining unit employee will be placed in Police Officer Trainee Step 2 rate of pay for the duration of his/her first year of service. Upon completing his/her first year of service, in accordance with Section 5 below, the bargaining unit employee shall be placed in Step A.

b) Non-Florida Certified Hire Academy Required - A newly hired, Non-Florida certified Police Officer who is required to attend the Police Academy will be placed in the Police Officer Trainee Step 2 rate of pay while attending the Academy and until he/she receives notification of passing the State Certification examination. The pay period following the notification of passing the State Certification examination, the bargaining unit employee will be placed in Police Officer Trainee Step 3 rate of pay for the duration of his/her first year of service. Upon completing his/her first year of service, in accordance with Section 5 below, the bargaining unit employee shall be placed in Step A.

c) Certified Hire with less than one (1) year of experience - A newly hired Police Officer with less than one (1) year of experience who is not required to attend the Police Academy shall be placed in the Police Officer Trainee Step 3 rate of pay for his/her first six (6) months of service and Step A for the duration of his/her first year of service.

d) Certified Hire with or greater than one (1) year but less than three (3) years of experience - A newly hired Police Officer with or greater than one (1) year but less than three (3) years of experience shall be placed in Step A for the duration of his/her first year of service.

e) Certified Hire with or greater than three (3) years of experience - A newly hired Police Officer with or greater than three (3) years of experience shall be placed in Step B for the duration of his/her first year of service.

2) **Detention Officer**

A newly hired Detention Officer will be placed in Step A of the pay scale for the duration of his/her first year of service.

B) **State Certification Re-examination** - In the event a newly hired Police Officer who is required to take the State Certification examination fails to pass said examination, he/she shall be placed on a leave of absence without pay until such time as he/she passes the State Certification examination. Said bargaining unit employee shall sign up for the next scheduled examination in the State of Florida and take the examination at his/her expense. In the event the bargaining unit employee fails the re-examination, his/her employment with the City shall terminate.

Section 8.4. Merit and Longevity Increases. All merit and longevity increases shall become effective on the payroll period commencing nearest the employee's anniversary date, as per current practice. A merit increase shall be awarded based upon the employee receiving a satisfactory evaluation during that rating period, as per current practice.

Section 8.5. Shift Differential. At the time this Agreement was executed, the City maintained three standard shifts of work to-wit: a first shift starting approximately 11:00 p.m.; a second shift (also called "Day Shift") starting approximately 7:00 a.m.; and a third shift (also called "Afternoon Shift") starting approximately 3:00 p.m. For all work by the third shift performed after 3:00 p.m., a shift differential pay of thirty-two cents ($.32) and effective October 1, 2004, changed to forty-five cents ($.45) per hour shall be added to the employee's hourly rate; for all work by the first shift performed after 11:00 p.m., a shift differential pay of fifty-two cents ($.52) and effective October 1, 2004 changed to seventy-five cents ($.75) per hour shall be added to the employee's hourly rate.

If the City rearranges the shift scheduling or establishes any new shift, shift differential pay shall follow the above formula based on the time period in which a majority of hours are worked by the employee. Thus, if a majority of the non-standard shift hours are after 3:00 p.m., all the shift differential pay for all post 3:00 p.m.

hours shall be thirty-two cents ($.32) and effective 10/1/04, changed to forty-five cents ($.45) per hour. If a majority of the non-standard hours are after 11:00 p.m., all the shift differential pay for all post 11:00 p.m. hours shall be fifty-two cents ($.52) and effective October 1, 2004, changed to seventy-five cents ($.75) per hour.

Section 8.6. Holidays. Consistent with the City Commission holiday resolution and current department practices, the holiday benefits presently enjoyed by the employees covered by this Agreement shall continue. Employees shall be paid double time for all hours worked on a holiday. Employees whose day off falls on a holiday shall be given another day off if they work on that holiday.

Effective the first holiday following ratification, the following holidays shall be recognized as follows:

Holidays	Recognized Date
New Years Day	January 1
Independence Day	July 4th
Veterans Day	November 11th
Christmas	December 25

Section 8.7. Vacation Benefits. Consistent with applicable ordinances, the vacation benefits presently enjoyed by the employees covered by this Agreement shall continue. Amounts accrued prior to January 1, 1975 shall remain status quo.

In the event an employee is not allowed to take a vacation because of scheduling by the City, he will, at the option of the City, either be paid in lieu of vacation time not used, or be allowed to accumulate into the next calendar year pursuant to existing rules governing accumulation. However, in no event shall an employee be penalized by losing accumulated vacation time because he was unable to use it because of departmental needs. This Section shall not apply to sick leave accumulation.

Section 8.8. Sick and Vacation Leave Accrual and Payment on Termination. The present policy concerning sick leave, including the policy for payment of accrued sick and vacation time combined, up to a maximum of one year's salary, upon termination, retirement, or death, shall continue for all employees hired

before October 1, 1978. Effective October 1, 1978, all new employees covered by this Agreement shall, under applicable ordinances, rules, and regulations, be allowed to accrue no more than 360 hours and effective October 1, 2004, no more than 460 vacation hours except in accordance with provisions for postponement of vacation leave as set forth in Article 8, Section 7, of this Agreement; be permitted to transfer sick leave in excess of 360 hours to vacation leave at the rate of two days' sick leave to one day vacation leave to be used in the pay period year when transferred; be permitted a maximum payment at time of termination, death, or retirement of 480 hours and effective 10/1/04, no more than 580 hours vacation leave and one half of sick leave to a maximum of 600 hours.

1. A post October 1, 1978 employee who retires between the ratification date and on or before September 30, 2001, shall be entitled to termination payout of one-half (½) of his/her accrued sick leave up to a maximum payout of 480 hours.

2. A post 1978 employee who retires on or after October 1, 2001, shall be entitled to a termination payout of one-half (½) of his/her accrued sick leave up to a maximum payout of 600 hours.

Section 8.9. Bereavement. When there is a death in the immediate family (mother, father, grandparents, grandchildren, current spouse's parents, brother, sister, current spouse, children or stepchildren or domestic partner as defined in the Domestic Partner Leave Ordinance of an employee, he or she shall be allowed two (2) days off for each death for the purpose of making arrangements and/or attending the funeral, without loss of pay and without charge to accrued sick leave or vacation days of said employee. In such circumstances, additional time off may be granted at the discretion of the Chief of the Police Department, and shall be chargeable to the accrued sick or vacation leave of such employee. Requests for additional time off shall be submitted in writing to the Chief.

Section 8.10. Court Time Compensation. Effective October 1, 2004, for attendance at court during off-duty hours for purposes related to employment with the City, employees shall be provided with time and one-half pay for such time spent at court with the following minimum hourly guarantees:

(a) During an employee's off-duty hours, a minimum of three (3) hours per day shall be guaranteed and effective April 1, 2004, a minimum of four (4) hours per day shall be guaranteed. However, if the employee's first court appearance begins within one (1) hour of

the start of his/her shift or ends within one (1) hour after the end of his/her shift, a minimum of two (2) hours per day shall be guaranteed.

(b) For the employee's second off-duty appearance in the same day, an additional two (2) hour minimum shall apply after the expiration of three hours (or two hours if the initial two-hour minimum was in effect).

(c) For the employee's third off-duty appearance in the same day, an additional one (1) hour minimum shall apply after the expiration of five hours (or four hours if the initial two-hour minimum was in effect).

(d) No Pyramiding. Compensation shall not be paid more than once for the same hours.

Section 8.11. Out-of-Classification Pay. When an employee is assigned by the shift commander to perform at the level of a higher rank, he shall be paid for the duration of the assignment at an hourly rate of pay of one dollar ($1.00) higher than his/her regular rate; provided that this shall in no way constitute an obligation to assign an employee to a higher classification under any circumstances and it is recognized that the City retains the right to determine when and for how long an employee will be temporarily assigned to a higher classification.

Section 8.12. Standby Pay. When an employee is placed on standby during off-duty hours by order of the shift commander for the purpose of being available to return to duty to handle emergency crowd control or natural disasters, he will be paid one-half (1/2) of his regular base rate for all standby time up to a maximum of eight (8) full-time hours in a twenty-four (24) hour period starting with the time he is notified to stand by. Standby remuneration shall cease at the earlier of sixteen (16) hours in a twenty-four (24) hour period or when the employee is notified by order of the shift commander that the standby order is rescinded. Standby hours shall not be considered as hours worked for purposes of overtime.

Section 8.13. Call-In Pay. An employee who is called in to work outside of his normal tour of duty will be paid a minimum of two (2) hours' compensation at a rate of time and one-half the regular hourly rate, except when contiguous to the employee's regular schedule.

Section 8.14. Sunglasses and Prescription Glasses. The City agrees to reimburse employees for the purchase or repair of sunglasses and prescription eyeglasses with a maximum allowable reimbursement of sixty ($60.00) dollars per employee in a twelve (12) month period, when they are lost or damaged while the employee is engaged in active police work such as arrests, pursuit, physical conflict or vehicular accidents.

Section 8.15. Field Training Officer. When an employee who has completed the field training officer program is assigned to on-duty training of a trainee or new police officer, the field training officer will receive an additional $1.00 per hour for each hour(s) he is assigned to train.

Section 8.16. Injury Service Connected. For two (2) sixteen (16) week periods, the City agrees to compensate any member of the bargaining unit with the difference between the weekly disability workers' compensation benefit received or which the employee is entitled to receive, and his or her regular rate of pay for any time lost from work due to injuries sustained under the following circumstances:

1) While on duty and entitled to be paid by the City; or

2) While reasonably exercising police officer functions within the City limits of Miami Beach while off duty; or while working a departmentally sanctioned off-duty job; or

3) While exercising police officer functions when there is a physical danger to a person and the employee takes reasonable action off duty in Dade or Broward or Palm Beach County; or

4) When operating a City vehicle, being duly authorized to do so by the City; or while on a reasonably direct travel route to or from work and home in their private vehicle while within the City limits.

5) In the circumstances described above (subparagraphs 1 through 4), the City agrees that it is and will consider itself the employer and the employee the City's employee.

After the advice and comments of the Police Chief and the FOP President, the City Manager, at his sole discretion, may extend the above-described I.S.C. payments beyond thirty-two (32) weeks. This decision is not

subject to grievance or arbitration. The approvals for receipt of this compensation as presently required shall be continued.

Section 8.17. Special Assignment Allowance. Employees assigned on a permanent basis to motorcycles shall receive a special assignment pay of five percent (5%) in accordance with existing practice.

Employees assigned to work a 5-8 shift shall receive a special assignment pay of two and one-half (2-1/2%) percent. Employees who are on 5-8 light duty because of non-service connected injury or illness shall not receive the special assignment pay. Employees who are on 5-8 light duty because of service-connected injury or illness, where the City doctor approves a 40-hour work schedule, and who have demonstrated the ability to work a 40-hour workweek, shall receive the special assignment pay for all hours worked on 5-8's. If the ISC light duty employee takes off work and receives I.S.C. payments, the employee will not receive the 2-1/2% special assignment pay for time not worked.

Section 8.18 Extra Weapon. Employees will be allowed to carry a concealed, extra weapon while on duty, as approved by the range master.

Section 8.19. Quality of Life. The City agrees to implement a Quality of Life Program on an experimental basis. Effective the first full payroll period beginning after September 30, 2005, the City agrees to pay a supplement of $14.40 per pay period for those employees participating in the program. Beginning the first full payroll period after September 30, 2006, at the rate of $28.80 per pay period for those employees participating in the program. The Police Department shall develop certification requirements which employees must meet to be eligible for any Quality of Life supplemental payments. The quality of Life supplement will be made available as long as the program is in effect.

Section 8.20. Forced Holdover. If an employee is forced to stay beyond the hours of his/her regular shift, such additional hours will be paid at double the regular rate starting April 1, 2004. This provision applies to minimum staffing purposes only and does not include unexpected or special events such as, hurricanes or other acts of God, demonstrations, holiday or special events, etc.

Section 8.21. Pension

The pension benefits as they currently exist shall continue, except that the City shall amend the pension plan to provide the following benefits for bargaining unit members who retire on or after October 1, 2001:

A. Member with 20 or more years of creditable service who are eligible to receive normal or early retirement benefits under the System may purchase additional creditable service under the System for up to 2 years of full-time public safety service as a law enforcement officer prior to City employment, provided the member is not entitled to receive a benefit for such service under another pension plan, and further provided that the member may not purchase a combined total of more than 4 years of creditable service for prior public safety service and prior military service. The cost for each year of creditable service for prior public safety service purchased shall be the same rate as provided in the plan for the purchase of military service, with the cost prorated for fractional years of service. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave, valued at the employee's hourly rate at the time of purchase.

B. Members with 20 or more years of creditable service who are eligible to receive normal or early retirement benefits under the System may also purchase up to an additional six percent (6%) multiplier, in increments of three percent (3%), provided the combined total of additional years of creditable service purchased pursuant to paragraph (A), above, may not exceed 2 years if a member purchases an additional six percent (6%) multiplier, or 3 years if the member purchases an additional three percent (3%) multiplier. The cost for each additional three percent (3%) multiplier purchased shall be the same as the cost for each year of prior public safety service or military service. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave, valued at the employee's hourly rate at the time of purchase.

Section 8.22. Premium Pay Supplement Contingent Upon the Department's Obtaining and Maintaining Certain Accreditations. In recognition for obtaining and maintaining the accreditations described below, the following premium pay supplements will be paid under the following terms:

1. Effective with the first full payroll period that occurred after December 2, 2000, the date on which the Police Department obtained Accreditation by the Commission on Accreditation for Law Enforcement Agencies (CALEA), all bargaining unit members shall be paid a premium pay supplement of $40.00 per

pay period for as long as the Police Department maintains CALEA Accreditation. The parties agree, however, that if the CALEA Accreditation is discontinued, this premium pay supplement shall be discontinued in the first full payroll period that occurs after the CALEA Accreditation is discontinued or revoked.

2. Accreditation by the State Commission for Florida Law Enforcement.
   A separate conditional accreditation premium pay supplement in the amount of $10.00 per pay period shall be paid beginning October 1, 2001, to all bargaining unit employees in the Police Department for accreditation from the State Commission for Florida Law Enforcement, Inc. If this state accreditation is denied, revoked, or discontinued for any reason, the parties agree that the $10.00 premium pay supplement shall be automatically discontinued in the first payroll period after such denial, revocation, or discontinuance.

If either of the accreditations provided for in subsections (1) or (2) above are discontinued for reasons unrelated to the action or inaction of bargaining unit members, then the supplement shall continue.

Section 8.23. Buyback of Probationary Time. Employees covered by this agreement may elect, by written notice served on the Board of Trustees, to receive creditable pension service time for any or all of their time served as probationary police officers. In order to receive such creditable pension service time, employees should be allowed to purchase any or all of such time through the use of accrued annual leave, sick leave, cash or any combination thereof. In the event such purchase is not made within six months of successful completion of probationary period, the amount paid shall include interest at the rate of three percent (3%) per annum excluding first six months.

Section 8.24. FOP Re-opener for the calculation of overtime for pension purposes. On or after January 1, 2006, the FOP may request, with 30 days notice, a re-opener to discuss the calculation of overtime for pension purposes. Any such discussions shall not exceed a period of 90 days from the date of the first meeting, and in no event shall the discussions continue beyond the contract expiration date.

Section 8.25. "Me Too" with the IAFF. The FOP reserves the right to a "me too" agreement with the IAFF should the City modify the IAFF agreement on parallel issues, with the exception of Court time and Alternate Holiday Pay.

Section 8.26. DROP. The pension benefits as they currently exist shall continue, except that the City shall amend the pension plan to provide the following benefits for plan members who retire on or after October 1, 2001:

A. Members with 20 or more years of creditable service who are eligible to receive normal or early retirement benefits under the System may purchase additional creditable service under the System for up to 2 years of full-time public safety service as a police officer prior to City employment, provided the member is not entitled to receive a benefit for such service under another pension plan, and further provided that the member may not purchase a combined total of more than 4 years of creditable service for prior public safety service and prior military service. The cost for each year of creditable service for prior public safety service purchased shall be the same rate as provided in the plan for the purchase of military service, with the cost prorated for fractional years of service. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave, valued at the employee's hourly rate at the time of purchase.

B. Members with 20 or more years of creditable service who are eligible to receive normal or early retirement benefits under the System may also purchase up to an additional six percent (6%) multiplier, in increments of three percent (3%), provided the combined total of additional years of creditable service purchased pursuant to paragraph (A), above, may not exceed 2 years if a member purchases an additional six percent (6%) multiplier, or 3 years if the member purchases an additional three percent (3%) multiplier. The cost for each additional three percent (3%) multiplier purchased shall be the same as the cost for each year of prior public safety service or military service. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave, valued at the employee's hourly rate at the time of purchase.

a) **DEFERRED RETIREMENT OPTION PLAN (DROP)**

1. **Eligibility** - Any active employee member of the Miami Beach Police and Firefighters Pension Plan may enter into the DROP on the first day of any month following the date upon which the employee first became eligible for a normal service retirement, subject to the conditions expressed herein or as modified from time to time.

2. **Conditions of Eligibility** - Upon becoming eligible to participate in the DROP, an employee may elect to enter that program for a period not to exceed 36 months. Notwithstanding, participation may not continue beyond the date when the employee's combined years of creditable service and time in the DROP equals 352 months (387 months for employees who were Plan members prior to July 1, 1976), except for those persons entering the DROP under the window period set forth in Paragraph 11 below. Provided also that participation in DROP shall require the employee to complete and submit the following prior to start of DROP payments.

   a) Such forms as may be required by the Pension Board of Trustee's Plan Administrator. Election in the DROP is irrevocable once DROP payments begin.

   b) A waiver and an irrevocable resignation from employment with the actual date of termination being the date designated by the employee as the end of his/her DROP participation. The administration and timing of execution and delivery of the waiver and resignation forms shall meet the requirements of the Age Discrimination in Employment Act and the Older Worker's Benefits Protection Act, as same may be amended from time to time.

3. **Conditions of Employment for DROP Participants** - Employees shall be subject to termination of employment while in DROP to the same extent as they were in their pre-DROP status. A person who has elected the DROP remains an employee during the DROP period and receives all the benefits of being an employee during the DROP period, except any form of pension contribution.

4. **Effect of DROP Participation**

a) An employee's credited service and his/her accrued benefit under the Pension Plan shall be determined on the date of his/her election to participate in the DROP first becomes effective.

b) The employee shall not accrue any additional credited service while he/she is a participant in the DROP, or after termination of participation in the DROP.

c) A DROP participant is not eligible for disability benefits from the Plan.

d) An employee may participate in the DROP only once.

e) Effective with the start date of an employee's DROP participation, contributions to the Pension Plan by the employee and the normal cost contribution to the Pension Plan by the City, on behalf of the employee, shall cease.

5. **Payments to DROP Account** - A DROP account shall be created for each member who elects to participate in the DROP. A DROP account shall consist of amounts transferred to the DROP from the Plan, which include the monthly retirement benefits, including any future cost of living increases, that would have been payable had the member elected to cease employment and receive a normal retirement benefit upon commencing participation in the DROP, and earnings on those amounts.

6. **DROP Account Earnings**

a) Members may direct their DROP money to any of the investment options offered and approved by the Board. Any losses incurred by the participant shall not be made up by the City or the Pension Plan. The selection of these programs shall be made by the participant on forms provided by the Board. Any and all interest and or earnings shall be credited to the participant's DROP account.

b) A member's DROP account shall only be credited or debited with earnings while the member is a participant in the DROP and, depending on the DROP Account Payment Options selected, after the member dies, retires, or terminates employment with the City of Miami Beach.

7. **Payment of DROP Account Funds** - Upon termination of a member's employment (for any reason, whether by retirement, resignation, discharge, disability, or death), the retirement benefits payable to the member or to the member's beneficiary shall be paid to the member or beneficiary and shall no longer be paid to the member's DROP account. No payments will be made from the DROP account until the member terminates employment.

8. **DROP Account Payment Options** - Following the termination of a participant's employment, the participant shall select one of the following options to begin to receive payment from his/her DROP account. Said selection shall occur no later than 30 days prior to the end of the DROP participation period or within 30 days following the termination of a participant's employment if said termination of employment occurs prior to the end of the DROP participation period:

a) ***Lump Sum*** - All accrued DROP benefits, plus interest, shall be paid from the DROP in a single lump sum payment.

b) ***Partial Lump Sum*** - A member designated portion of accrued DROP benefits, plus interest, shall be paid from the DROP in a partial lump sum payment with the remainder being directly rolled over into an eligible retirement plan.

c) ***Direct Rollover*** - All accrued DROP benefits, plus interest, shall be paid from the DROP directly to the custodian of an eligible retirement plan.

d) Other method(s) of payment that are in compliance with the Internal Revenue Code and adopted by the Pension Board of Trustees.

9. **Death of DROP Participant** - If a DROP member dies before his/her account balances are paid out in full, the participant member's designated beneficiary shall have the same rights as the member to elect and receive the pay-out options set forth in Paragraph 8, above. DROP payments to a beneficiary shall be in addition to any other retirement benefits payable to the beneficiary.

10. **Administration of DROP Accounts**

    a) The Pension Board of Trustees shall make such administrative rules as are necessary for the efficient operation of DROP, but shall neither create any rule that is inconsistent with the legislation creating the Drop, nor any rule that would be a mandatory subject of collective bargaining.

    b) At all times, the DROP will be administered so that the Plan remains qualified under the Internal Revenue Code and is in compliance with the Internal Revenue Code and applicable laws and regulations.

11. If any provision of this DROP should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation, or by judicial authority, or by an IRS regulation/ruling, the City and the Union agree to meet within 30 days of such determination for the purpose of negotiating a resolution to the invalid provision(s).

In the event that provisions of the Internal Revenue Code operate to limit the benefit amount of employee coverage by the pension provision incorporated in this Agreement to an amount less than set forth in the pension Plan then the City and the Union shall negotiate a method to compensate the affected employee for the difference between the normal pension benefit and the limits allowed by the Internal Revenue Code provided that no such resolution shall jeopardize the exempt status of the Plan under the Internal Revenue Code.

ARTICLE 9

F.O.P. HEALTH TRUST

Section 9.1. For Fiscal Year 2003-04, The City will continue to fund the current contribution amount for health care. Such contribution is currently:

Single: $307.86
Family $755.33

In future years, the City's contribution shall increase based on the Miami Beach Fraternal Order of Police Insurance Trust Fund's annual cost projections based on claims experience and administrative costs as determined by its qualified consultant and documents supporting the annual percent increase; however, the City's increase to the current contribution amount to the health trust shall not exceed the average of the straight line percentage** increase in premiums for the City's various medical plan options.

For example, the City's average of the straight line percentage increase in premiums for the City's various medical plan options increase is 8%. The Trusts projected cost actuarially calculated increase is 10%. The City will increase the monthly amount it pays during fiscal year 2004-05 from $307.86 for single coverage to $332.49 (8%). If the Trust were to calculate an amount lesser than the City's increase, for example a 5% increase, and the City's increase is 8%, the City will contribute the lesser amount of increase, which would be 5%.

Conversely, if the City's renewal rate is flat, or a negative percent, then the City's contribution to the health trust for that particular fiscal year will be based on the average percent increase of the Police Insurance Trust Fund in their previous three years based on the Miami Beach Fraternal Order of Police Insurance Trust Fund's annual consultant's costs calculations based on claims experience, and administrative costs.

The City's contribution amounts will help fund the level of benefits provided under the current plan as of the date this contract is signed*. If plan design changes cause an increase in the Trust fund premium, the City is not required to increase its contribution as a result of the plan design change.

Financial disclosure reports are to be presented to the City Manager no later than July 1st of each year. Such report must include the increase percent identified by the Trust's plan consultant for the following City fiscal year. The City understands that it will provide the projected renewal information to the Trust, by July 1st of each year, and that the final renewal rates will be submitted when they are available, and prior to October 1st of each year.

The City will be notified of the annual meeting at which benefit changes are under consideration and the City shall be allowed to send a representative to that meeting. Also, any consulting reports analyzing benefit changes will be provided to the City for purposes of that meeting.

*Upon ratification of this agreement, the parties shall supply each other with the current plan designs in effect for year 03-04.

**The straight line average is defined as the total of the percentage increase in premium for each of the City's medical plan options divided by the number of the City's medical plan options

Section 9.2.

(a) All eligible employees and their dependents described in Section 7 shall be eligible to enroll in the F.O.P. Health Trust Plan and shall not be eligible to participate in the City Plan during their employ or retirement for so long as the F.O.P. Trust exists.

(b) A non-bargaining unit sworn police officer who elects to enroll in the F.O.P. Health Plan may apply to the Trust and will be enrolled upon leave of the Trustees, and thereafter will be deemed to be a covered employee provided he or she meets the following criteria:

(i) Must be on the City Police Department Payroll at the time of enrollment;

(ii) Must be an F.O.P. member for two years (or length of time in Department if less than two years) prior to enrollment, and must maintain membership throughout the period of coverage;

(iii) Must meet insurability criteria satisfactory to Trustees; and

(iv) Must make the election within thirty (30) days after appointment out of the bargaining unit.

Section 9.3.

(a) All covered employees and covered retirees shall be allowed to continue under the City's Dental Plan as it may exist.

(b) The City shall also contribute to the Trust the amount of premium it is paying for term life insurance for covered employees and covered retirees.

Section 9.4. The City's Insurance Plan shall be responsible for the runoff of all claims incurred prior to the time the F.O.P. Health Trust Plan went into effect.

Section 9.5. The City shall be provided with a copy of the F.O.P. Health Trust Plan booklet and the Trust Agreement, and any other information required by law and shall be apprised of any changes in the Trust Agreement and/or Plan benefits. Additionally, a copy of the Trust's annual C.P.A. audit report shall be sent to the City Manager and the Trust or their designee shall in a reasonable time period answer reasonable inquiries concerning the finances of the Trust.

Section 9.6. The F.O.P. shall indemnify and hold the City harmless against any claim, demand, suit, or liability, and for all legal costs arising in relation to the implementation or administration of the F.O.P. Health Insurance Trust and Plan, except if the City's acts or omission give rise to its own liability.

Section 9.7. Employees in the bargaining unit eligible for inclusion in the Health Trust Plan must be employed at least ninety (90) days and be on the City Police Department payroll.

Section 9.8. Employees covered by this Agreement who retire, resign, or are terminated by the City must be vested in the Police pension plan at the time of such retirement, resignation or termination in order to receive a

contribution by the City towards his/her health insurance premium after such retirement, resignation or retirement.

Section 9.9. Employees in the bargaining unit shall be eligible to participate in the City's voluntary benefits plan, which may be modified by the City from time to time. The voluntary benefits plan shall be administered by the City.

ARTICLE 10

EDUCATIONAL LEAVE AND TUITION REFUND

Subject to applicable Personnel Rules, an employee may request an educational leave of absence without pay to take a course or courses in a field related to the work assignment of said employee. The City's tuition refund program shall be continued for the term of this Agreement.

ARTICLE 11

GENERAL PROVISIONS

Section 11.1. Safety and Health. The City and the FOP shall cooperate in matters of safety and health affecting the employees covered by this Agreement.

Section 11.2. FOP Activity and Non-Discrimination. Neither the City nor the FOP shall discriminate against any employee due to that employee's membership, non-membership participation, lack of participation, or activities on behalf of, or his refraining from activity on behalf of the FOP.

No employee covered by this Agreement shall be discriminated against because of race, creed, national origin, religion, sex, sexual orientation, ethnic background or age in accordance with applicable State and Federal laws. The FOP agrees to cooperate with the City in complying with Federal, State and local laws requiring affirmative action to assure equal employment opportunity. The parties will comply with the Americans with Disabilities Act.

Section 11.3. Reduction In Work Force. When there is a reduction in the work force, employees will be laid off in accordance with their length of time in grade service and their ability to perform the work available and applicable veterans preference laws. When two or more employees have equal ability, the employee with the least amount of service will be the first one to be laid off. When the working force is increased after a layoff, employees will be recalled in the order of seniority, with employees with greater seniority recalled first. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report to work within thirty (30) days from date of receiving notice of recall, he shall be considered to have quit. No new employee will be hired into the bargaining unit as long as any bargaining unit employee remains on lay-off status.

During the course of this Agreement, no employee will be laid off and no employee will be demoted (except for disciplinary demotions).

Section 11.4. Uniforms and Clothing Allowance. The City will continue its present policy concerning uniforms and will provide uniformed personnel with a Fifty Dollar ($50.00) monthly maintenance allowance.

The City will provide Seventy-Five Dollars ($75.00) monthly allowance for those sworn employees assigned to work in civilian clothes.

When transferred into the Criminal Investigation Unit or other unit requiring civilian clothes, the City will advance the employee, at his request, the sum of Three Hundred Seventy Five Dollars ($375.00) for the purchase of clothing. The employee affected shall agree to relinquish the Seventy Five Dollar ($75.00) per month clothing allowance for the following five months, and shall also agree to reimburse the City for any pro-rata amount in the event of transfer, termination, resignation, or retirement prior to completion of five (5) months in the civilian clothes assignment. If the reimbursement is caused by a transfer, the reimbursable amount shall be collected at the rate of Seventy-Five Dollars ($75.00) per month.

The City reserves the right, on January 1, 2006 or thereafter, to reopen this Agreement to discuss the implementation of a uniform and clothing cleaning service program to replace the current contractual provisions concerning uniform and clothing allowance.

Section 11.5. Disclosure of Records. Employees will not have information contained within any of their files disclosed to persons other than managerial and supervisory employees unless the person requesting such information (including home telephone number, address, etc.) shall complete and sign a "Request for Information" form and present proper identification, provided, however, that information which is made confidential by state or federal statute shall not be disclosed except in accordance with the requirements of law. The request form shall have provision for the name, address, and telephone number of the person requesting the information and the reason for the request. A copy of any such request form completed shall be left in the employee's personnel file.

Section 11.6. Transfers. It shall be the sole right of the Chief of Police or his designee to transfer employees of the Department. When a transfer is a change in an employee's unit assignment, reasonable advance notice as is practicable under the circumstances shall be given. If a transfer is a permanent change in an employee's shift or days off schedule, the employee shall be notified no less than five (5) workdays prior to the transfer in order that the employee may arrange for an orderly change.

The five (5) day notice may be waived by the employee and it need not be given when unforeseen needs of the Department or emergency conditions require that temporary changes be made with little or no advance notice.

Section 11.7. Meeting Between Parties. At the reasonable request of either party, the FOP President, or his representative, and the City Manager, or his representative, shall meet at a mutually agreed upon time and place to discuss matters that require immediate discussion.

Section 11.8. Negotiating Sessions. Time and dates for negotiating sessions shall be mutually agreed upon. Up to three (3) on duty FOP representatives shall be permitted to attend negotiating sessions without loss of pay or benefits if they were otherwise scheduled to work.

Section 11.9. Job Descriptions. It is understood by the parties that the duties enumerated in the job description promulgated by the City are not always specifically described and are to be construed liberally. The City agrees to notify the FOP of any change in the job description of any classification in this bargaining unit.

Section 11.10. Defense of Members. In the event any action for civil damages is brought against a member of the bargaining unit hereunder individually, and the City is not made a party to any such action, and if the employee hereunder is found liable and a judgment for damages is rendered against him, the City will itself or through insurance pay such damages and counsel fees for the employee providing the employee's liability results from action of the employee arising out of and in the course of his employment hereunder, and further providing that such judgment against the employee does not result from the wanton and willful action of the employee.

Section 11.11. Personnel Rules and Departmental Manual. Copies of the Personnel Rules and Regulations will be kept by Majors and Captains whose copies will be available to members of the bargaining unit upon request.

A copy of the manual of the Police Department is provided to all employees in the department and proposed changes in said manual will be supplied to the President of the FOP or his designated representative before implementation and an opportunity to discuss the changes will be afforded. Any changes to SOP's shall contain a detailed legislative style description of the proposed changes.

Section 11.12. Incorporation of Personnel Rules. Any personnel rules agreed upon by the parties for incorporation in this collective bargaining agreement shall be set forth in an addendum to this Agreement.

Section 11.13. Medical Leave of Absence. After this Agreement is ratified, any employee requesting time off without pay as a Medical Leave will be granted the time requested up to one (1) month, or longer at the Chief's discretion. Employees may use any accumulated leave time or comp time during this leave.

ARTICLE 12

SEPARABILITY

If any provision of this Agreement is held to be in conflict with any law as finally determined by a court of competent jurisdiction, that portion of the Agreement in conflict with said law shall be inoperative and subject to immediate renegotiation for a replacement provision, but the remainder of the Agreement shall continue in full force and in effect.

ARTICLE 13

TIME BANK

A Time Bank shall be authorized by the City of Miami Beach, whereby members of the bargaining unit may voluntarily donate accrued annual leave and sick leave to an FOP Time Bank so that the President, or his designee(s), may draw from such Time Bank, thereby detaching said person(s) from the normal course of their City assigned duties in order that they may be permitted to perform duties in keeping with the obligations of the FOP to its membership. The Time Bank shall not be utilized for the purpose of attending collective bargaining sessions between the FOP and the City of Miami Beach.

Time will be deposited into the Time Bank only after the contributor voluntarily signs an authorization card detailing the type and amount of time to be donated. These cards are to be forwarded on a quarterly basis to the Chief of Police for his signature. The Chief of Police will then forward this material to the Personnel Director who shall take appropriate action to implement the provisions of this section.

Time deposits shall be in hourly increments, with three (3) hours being the minimum amount accepted.

The President, in his own behalf or on behalf of his designee(s), shall fill out the appropriate form to be supplied by the city for each employee authorized to draw from the Time Bank. Said form shall be submitted by the President at least five (5) days in advance of anticipated use. This form shall also include the statement that:

"Upon deduction of time by the City, the undersigned officer agrees to hold the City harmless for any error or omissions in making said deduction or allocating the deducted time to the time pool."

This request shall be reviewed by the Chief of Police, or his designee, and approved subject to the manning requirements of the department. Such approval shall not be arbitrarily withheld. Such approval, once having been authorized, may be rescinded subject to the manning requirements of the department.

Time donated to the Time Bank shall be converted to the salary dollar equivalent of the donor(s), and time used shall be in salary dollar equivalents of the employee(s) using the pool time. Time donations shall not increase in value. For purposes of computation, only base pay and longevity will be used. Time donated but not used

will not be retrievable and will remain in the Time Bank for so long as this provision is effective. In the event the Time Bank is discontinued, the FOP shall be entitled to use the hours remaining pursuant to the provisions of this section.

Any injury received or any accident incurred by an employee whose time is being compensated by the FOP Time Bank, shall not be considered a line-of-duty injury, nor shall such injury or accident be considered to have been incurred in the course and scope of the employee(s) employment by the City of Miami Beach within the meaning of Chapter 440, Florida Statutes, as amended.

The City reserves the right to rescind any provisions of this Article which are found illegal. If any provision of this section is found to be illegal, this section or any portion thereof shall immediately be renegotiated.

ARTICLE 14

DRUG TESTING

Upon reasonable belief, based upon objective factors, that an employee has used an unlawful drug, the Chief of Police or, in his absence, the Assistant Chief, may direct the employee to submit to a urinalysis for detection of drugs. In the case of a drug test, the following conditions will be applicable:

(a) A split sample of the urine will be obtained so that two different laboratories to be selected by prior agreement of the City and the FOP may test the urine if desired:

(b) If the employee claims that there is not a reasonable belief, based on objective factors, that the employee has used an unlawful drug, the urine will be frozen pending an expedited arbitration held before whichever of the three pre-agreed upon local arbitrators (to be selected by the City and the FOP) is first available on a rotating basis.

The sole issue before the arbitrator shall be whether there was reasonable belief to direct a test as set forth above.

(c) If the arbitrator finds there is not reasonable belief, the urine specimens shall not be tested and shall be discarded.

(d) If the arbitrator finds there is reasonable belief, or if no challenge to the reasonable belief basis has been made, then one urine specimen shall be tested by the laboratory selected by the parties.

(e) All tests for an unlawful drug will be by an agreed upon gas chromatography/mass spectrometry method, and the other specimen will be tested by the second agreed-to laboratory, if the employee requests.

(f) In the case of either or both urine tests, the cutoff shall be the nanogram threshold which shall be established by prior agreement between the parties in the Random Drug Testing Agreement.

ARTICLE 15

HEART DISEASE PRESUMPTION

Any condition or impairment of health of any detention or sworn officer caused by heart disease resulting in total or partial disability or death shall be presumed to have been accidental and to have been suffered in the line of duty unless the contrary be shown by satisfactory evidence; provided, however, that such detention or sworn officer shall have successfully passed a physical examination upon entering into such service as a detention or sworn officer, which examination failed to reveal any evidence of heart disease. If at any time this Section is placed before an arbitrator for interpretation or application, what is "satisfactory evidence" shall be determined by the arbitrator. If rights of detention or sworn officers are placed before the Bureau of Workers Compensation, then what is "satisfactory evidence" will be determined by the Bureau in accordance with Workers Compensation law. Nothing herein shall be construed to be a waiver or limitation of any benefit provided under Florida Statute 112.18.

ARTICLE 16
PROMOTIONS

Section 16.1. Advancement to the ranks of Sergeant and Lieutenant shall be by examinations that measure the knowledge, skills, and ability of personnel and by seniority. A promotional examination will be given every two (2) years, unless the FOP President and the City Manager mutually agree to some other schedule. Effective with the first test given after ratification, the following revisions to Article 16 shall apply.

Section 16.2. Eligible applicants for the promotional examination for Sergeant and Lieutenant shall be given a two-part examination, consisting of a validated, written test, which shall comprise fifty percent (50%) of the final examination score, and an Assessment Center or a mutually agreed upon behavioral assessment component. The Assessment levels shall have a weight of fifty percent (50%) of the total score. The written portion shall be given first and applicants for Sergeant or Lieutenant positions must successfully pass the written test with a raw score of seventy percent (70%) to be eligible, at a later date, to take the Assessment Center or the behavioral assessment component portion of the examination. Passing scores for the Assessment Center or the behavioral assessment component shall be set by the test consultant. If there are not a significant number of minorities promoted after the next round of promotional testing after the effective date of this Agreement, the parties will meet to review the respective weights and re-negotiate the Article, if necessary.

Section 16.3. All police officers who on written test date have four (4) years of seniority from date of appointment to Police Officer or Police Officer Trainee and performance evaluations of satisfactory or above for the preceding twenty-four (24) month period shall be eligible to take the Sergeant's test. All Sergeants who on written test date have two (2) years seniority from the date of appointment as Sergeant and performance evaluations of satisfactory or above for the preceding) twenty-four (24) month period shall be eligible to take the Lieutenant's test. Applicants must, in both cases, apply on or before the application cut off date and time in accordance with Personnel Rules.

The Human Resources Director may refuse to permit an applicant to take the examination on the grounds of conduct disgraceful to the Department and his/her officer status; or refused advancement from probationary status. In the latter case, if at least three (3) years have elapsed since such failure of probationary advancement,

such candidate will be considered qualified. Should any applicant, so disqualified for any of these alleged reasons, contest such disqualification, he shall have access to the grievance procedure under this contract.

Section 16.4. The Human Resources Director shall cause to be developed validated examinations which closely measure the knowledge, skills, and abilities of a Miami Beach Police Sergeant and a Miami Beach Lieutenant, administer such examinations, and prepare a promotional register, one for Sergeants and one for Lieutenants, containing the names of persons who have passed the test ranked in the order of such examination scores. Promotions shall be by rank order.

The FOP shall facilitate participation of bargaining unit employees in providing information in order to conduct the job analyses and develop the tests within the time frames requested by the process; provided that such participation shall be on duty time.

Section 16.5. Seniority Points:

0.2 point shall be added to an employee's Sergeant's passing examination score for each completed year of service, to a maximum of 25 years.

0.25 points shall be added to an employee's Lieutenant's passing examination score for each completed year in grade as a Sergeant.

Section 16.6. Book Committee. A committee of five (5) incumbents selected by the Chief shall select the books and test material from which technical knowledge questions on the written test and behavioral assessment component will be drawn. Final selection shall be made after consultation with the test developer.

Such selection or changes therein, shall only be made after a representative of the FOP shall have a reasonable opportunity to meet and provide input on the selection process.

The test material chosen for the written test and for the behavioral assessment component shall be described and announced by the City to the FOP and its members at least three (3) months before such test.

Overview, Orientation, and Preparation sessions for the written test and for the Assessment Center test or the behavioral assessment test shall be given at least thirty (30) days prior to each test.

Section 16.7. Written Test Scoring. Within 24 hours after the administration of the written test, an applicant scoring session will be conducted. Each examinee will be able to review a copy of his/her own answer sheet and the scoring key (for his/her use during the review session only), with the correct response, the name of the reading source and location from which each written test question was drawn.

Challenges will be written and submitted to the test developer during a minimum of two (2) posttest review sessions occurring on separate days, and conducted within ninety-six (96) hours of test completion.

The test developer shall conclusively decide all challenges based upon standard industry techniques.

Section 16.8. Assessment Center Test or Behavioral Assessment Test Challenges. Upon completion of the determination of a score for the Assessment Center Test or the behavioral assessment test, each examinee shall be furnished with his/her test result. Human Resources shall establish a reasonable time period within which each examinee may review their examinations at a post-test review appointment. Challenges regarding the components of this portion of the examination must be made in writing to the test developer within ninety-six (96) contiguous hours after the post-test review appointment. The test developer shall conclusively decide all challenges based upon standard industry techniques. For each examinee who submitted a challenge, each examinee's own challenge and response will be available no later than eight (8) weeks after the date of the last examinee's submission of challenges.

Section 16.9. Formal examination scores and a promotional list shall be certified and posted within two (2) weeks after completion of all challenges in § 16.8 above. Promotional lists shall expire eighteen (18) months be in effect for up to two (2) years after the certification and posting of the results of the promotional examination within the discretion of the Police Chief, and the Director of Human Relations, Labor and Risk Management, after discussion with the President of the FOP.

Section 16.10. In the event of same day promotions, seniority rank in the new position shall be determined, in the order of standing on the promotional list. If there is a tie in the final scores that places more than one examinee in the same position on the promotional list, these examinee's ranking order on the promotional list shall be determined in the order of the examinee's seniority in the rank that they presently hold (i.e., a tie score between two (2) sergeants will be determined by awarding the highest ranking to the examinee with the most

seniority as a sergeant, and a tie score between two (2) officers will be determined by awarding the higher ranking to the examinee with the most seniority as an officer, etc.).

ARTICLE 17

F.O.P. PRESIDENT

Section 17.1. The Miami Beach Fraternal Order of Police, Lodge No. 8, Lodge President shall have the option, for each fiscal year, of closed "D.D." (Detached Duty), as outlined in Section 17.2 below, or to conduct union business (under the conditions described in Section 17.2 below), through the use of a time bank. For fiscal year 2003-2004, the time bank shall be 1500 hours, covering the period April 1, 2004 through September 30, 2004. The FOP President shall notify the Police Chief in writing by March 15, 2004, whether he elects to utilize the 1500 hour time back provision or the D.D. provisions contained in Section 17.2 below. For fiscal year 2004-2005, the time bank shall be 1500 hours, covering the period October 1, 2004 though September 30, 2005. The FOP President shall notify the Police Chief in writing, by September 15, 2004, whether he elects to utilize the 1500 hour time bank provision or the D.D. provision contained in Section 17.2 below. For fiscal year 2005-2006, the time bank shall be 1500 hours, covering the period October 1, 2005 through September 30, 2006. The FOP President shall notify Police Chief, in writing, by September 15, 2005, whether he elects to utilize the 1500 hour time bank provision or the D.D. provisions contained in Section 17.2 below. Unused time bank hours from one contract year shall rollover to the next contract year, not to exceed a total maximum of 3000 hours per contract year. Time for attendance at negotiations for a successor agreement is addressed in Article 11.8 of this Agreement.

Section 17.2. The Miami Beach Fraternal Order of Police, Lodge No. 8, Lodge President shall be released and detached from full time duties as a police officer while serving as Lodge President and shall be carried full-time in a pay status to be shown on the payroll as "D.D." (Detached Duty). The following conditions shall apply:

A. For the purpose of recording time, the Lodge President will notify the Police Chief of all absences, including vacations, sick leave, meeting attendances, out of town trips, etc. The Lodge President shall be required to work a 40-hour workweek.

B. The Lodge President will be available at the FOP office currently located at 999 11th Street, Miami Beach, Florida 33139, for consultation with the Police Department Management or the City Administrators between normal working hours.

C. Should the Lodge President wish to change offices, (s)he will notify the Police Chief, in writing, at least five (5) working days prior to the proposed change. Said notice will include the address and the telephone number of the new office for the FOP Lodge President.

D. In the absence of the Lodge President, the Lodge President's designee may represent the Fraternal Order of Police.

E. The FOP will not send additional employees in a pay status to attend City Commission or Personnel Board meetings without approval of the Police Chief or his designee.

F. All applicable Miami Beach Police Department rules, regulations and order shall apply to the person who is the President of the Lodge and on D.D.

Section 17.3. The Management of the Miami Beach Police Department or the City Administration reserves the right to rescind the provisions of this Article in the event that it is found to be illegal. Canceling the Article shall not preclude further discussions of any Lodge Presidents' release for Union business.

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the FOP, for the duration of this Agreement, except as provided in the Florida Statutes, or as specifically excepted by provisions of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter referred to, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article shall not be construed to in any way limit or restrict the parties from negotiating, as provided in the Florida Laws, or any succeeding agreement to take effect upon the termination of this Agreement or any succeeding term of this Agreement.

ARTICLE 19

TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of October, 2003 and shall remain in full force and effect until the 30th day of September, 2006.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least thirty (30) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin promptly.

EXECUTED by the parties hereto on this ___ day of _____, 2004.

MIAMI BEACH FRATERNAL ORDER
OF POLICE, LODGE NO. 8

By: _____

ROBERT JENKINS
FOP PRESIDENT

CITY OF MIAMI BEACH

By: _____

JORGE M. GONZALEZ
CITY MANAGER

Approved by vote of the City Commission, _____, 2004.

_____

DAVID DERMER
MAYOR

ATTEST:

_____

ROBERT PARCHER, CITY CLERK
Date: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 3/8/04 Date

FRATERNAL ORDER OF POLICE

FOP LODGE NO. 8

ELECTION OF REMEDY FORM

Grievance No. _____

1._____ I/We elect to utilize the Grievance Procedure contained in the current Contract between the City of Miami Beach, Florida, and the FOP. In making this election, I/we understand that selection of another forum, as defined by the FOP Contract, shall bar any consideration of the Grievance under the FOP collective bargaining agreement.

2._____ I/We elect to utilize another forum for my/our grievance, and in doing so, I/we understand that this election shall bar any consideration of this matter under the FOP collective bargaining agreement.

_____ _____

Signature Date

Subject of Grievance/Appeal:_____

Addendum: Hearing Examiner Rules

HEARING EXAMINER RULES

SECTION 1: REQUEST FOR HEARING: Any member of the bargaining unit may appeal from disciplinary action within ten (10) days after the delivery or mailing to him/her of such written notice, by filing a written request for a hearing to the Hearing Examiner or his/her designee. If the tenth day falls on a Saturday or Sunday, he/she will have the ability to file for an appeal on the following Monday.

SECTION 2: DISCIPLINARY HEARINGS:

(a) The City Manager or his/her designee not later than ten (10) days after receipt of such appeal, shall fix a place and time for holding a public hearing within a reasonable time thereafter. Written notice of such time and place shall be delivered or mailed promptly to both the Appellant and the Appointing Officer.

Only the Hearing Examiner may grant a continuance to either party for good and sufficient cause. No continuance shall be granted to either party unless such request for continuance is received in writing by the City Manager or his designee at least ten (10) days prior to the date of said scheduled hearing of appeal.

(b) The Hearing Examiner may, at the request of the Appointing Officer or the Appellant, call or request any person or records for the purpose of ascertaining the facts.

(c) The Appointing Officer or a representative designated by him/her, shall have the right to be present at such hearing and to be represented by the City Attorney.

(d) The Appellant shall have the right to be present at such hearing and to be represented by an attorney of his/her choice.

Said attorney shall be an attorney duly admitted and licensed to practice in the State of Florida. In the event that the Appellant does not retain an attorney, said Appellant may have an advisor of his/her choice present. Such advisor shall not have the right to interrogate any witnesses or to enter objections to any testimony or evidence presented to the Hearing Examiner, nor may such advisor speak in the Appellant's behalf.

(e) The findings of the Hearing Examiner shall be based upon competent substantial evidence of record.

(f) The Appointing Officer shall have the burden of presenting evidence to support the truth of the charges as contained in the written notice.

(g) The Appellant shall have the right to present evidence to refute the charges brought against him/her.

(h) The Appellant shall have the right to be confronted by his/her accuser, and the Appellant and the Appointing Officer shall each have the right to cross-examine the witnesses of the other.

(i) After both the Appointing Officer and the Appellant shall have presented their testimony and evidence, the Hearing Examiner shall receive argument in summation. The Appointing Officer shall have both the opening and closing argument.

(j) After the completion of closing oral argument, the Hearing Examiner shall consider the testimony and evidence presented before the Hearing Examiner to determine the truth or untruth of the charges.

(k) Within five (5) working days after the completion of the hearing, the Hearing Examiner shall issue his or her findings as to the truth or untruth of the charges in writing. The City Manager or his/her designee shall promptly deliver or mail a copy of such findings to the Appointing Officer and to the Appellant.

(l) A copy of the written statement given the officer or employee, a copy of any reply thereto, and a copy of the findings of the Hearing Examiner shall be filed as a Public Record in the Human Resources Department.

PHILLIPS, RICHARD & RIND, P.A.
ATTORNEYS AT LAW

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MARK RICHARD
OSNAT K. RIND

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MIAMI, FLORIDA 33173
Tel: (305) 412-8322
Fax: (305) 412-8299

March 11, 2004

VIA FACSIMILE & U.S. MAIL

Jorge M. Gonzalez, City Manager
City of Miami Beach
1700 Convention Center Drive, 3rd Floor
Miami Beach, FL 33139

Re: Results of Ratification Vote: Miami Beach FOP

Dear Mr. Gonzalez:

This is to notify the city, in accordance with Rule 38D-20-002, that the bargaining unit represented by the Miami Beach FOP voted to ratify the 2003-06 collective bargaining agreement via secret ballot election by a vote of 153 -127.

Very truly yours,

Kathleen M. Phillips

KMP/ms
Cc: Robert Jenkins

R7D Concession Agreements With The Market Company, Inc.

1. A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Concession Agreement By And Between The City Of Miami Beach And The Market Company, Inc., For The Management And Operation Of A Street Market In That Portion Of The Espanola Way Public Right-Of-Way, Between Washington Avenue And Drexel Avenue; Said Agreement Having An Initial Term Of One (1) Year, Commencing On April 1, 2004, And Expiring On March 31, 2005, With An Option To Renew, At The City's Sole Discretion, For An Additional One Year Term, Subject To The Terms Provided In The Agreement.

2. A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Concession Agreement By And Between The City Of Miami Beach And The Market Company, Inc., For The Management And Operation Of A Green Market In That Portion Of The Lincoln Road Public Right-Of-Way, Between Drexel Avenue And Lenox Avenue; Said Agreement Having An Initial Term Of One (1) Year, Commencing On April 1, 2004, And Expiring On March 31, 2005, With An Option To Renew, At The City's Sole Discretion, For An Additional One Year Term, Subject To The Terms Provided In The Agreement.

3. A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Concession Agreement By And Between The City Of Miami Beach And The Market Company, Inc., For The Management And Operation Of A Street Market In That Portion Of The Rue Vendome Public Right-Of-Way, Between 71st Street And Normandy Drive; Said Agreement Having An Initial Term Of One (1) Year, Commencing On April 1, 2004, And Expiring On March 31, 2005, With An Option To Renew, At The City's Sole Discretion, For An Additional One Year Term, Subject To The Terms Provided In The Agreement.

(Economic Development)

(Memorandum and Resolutions to be Submitted in Supplemental)

AGENDA ITEM R7D
DATE 3-17-04

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R9

NEW BUSINESS AND

COMMISSION REQUEST

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: March 17, 2004

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
Beach Preservation Board	10	Commissioner Luis R. Garcia, Jr.	1	Page 4
Beautification Committee	8	Commissioner Luis R. Garcia, Jr.	1	Page 5
Board of Adjustment	7	City Commission	2	Page 6
Committee for Quality Education in MB	16	Commissioner Jose Smith	1	Page 8

AGENDA ITEM R9A
DATE 3-17-04

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Community Development Advisory Committee	14	Commissioner Luis R. Garcia, Jr.	1	Page 11
		Mayor David Dermer	2	
Convention Center Advisory Board	7	Mayor David Dermer	1	Page 14
Convention Center Capital Projects Oversight Com.	7	Mayor David Dermer	1	Page 15
Debarment Committee	7	Commissioner Simon Cruz	1	Page 16
Fine Arts Board	14	Commissioner Jose Smith	1	Page 18
		Commissioner Luis R. Garcia, Jr.	1	
		Commissioner Matti H. Bower	1	
		Commissioner Saul Gross	1	
		Mayor David Dermer	2	
Health Advisory Committee	11	City Commission	1	Page 20
Hispanic Affairs Committee	7	Mayor David Dermer	1	Page 23
Loan Review Committee	7	Commissioner Simon Cruz	1	Page 26
		Mayor David Dermer	1	
Marine Authority	7	Commissioner Luis R. Garcia, Jr.	1	Page 27
		Commissioner Simon Cruz	1	
		Mayor David Dermer	1	
Miami Beach Commission on Status of Women	21	Commissioner Jose Smith	1	Page 28
		Commissioner Luis R. Garcia, Jr.	2	
		Commissioner Saul Gross	1	

AGENDA ITEM _____

DATE _____

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Miami Beach Florida Sister Cities	22	Mayor David Dermer	1(	Page 31
Personnel Board	10	City Commission	1	Page 36
Police Citizens Relations Committee	17	Commissioner Luis R. Garcia, Jr.	1	Page 38
		Commissioner Matti H. Bower	1	
Public Safety Advisory Committee	7	Commissioner Luis R. Garcia, Jr.	1	Page 41
		Mayor David Dermer	1	
Safety Committee	14	Commissioner Matti H. Bower	1	Page 42
		Commissioner Saul Gross	1	
		Commissioner Simon Cruz	1	
		Mayor David Dermer	1	
Transportation and Parking Committee	19	Commissioner Luis R. Garcia, Jr.	1	Page 43
Visitor and Convention Authority	7	City Commission	1	Page 45
Youth Center Advisory Board	10	Commissioner Luis R. Garcia, Jr.	1	Page 46
		Commissioner Saul Gross	1	
		Commissioner Simon Cruz	1	

Attached is breakdown by Commissioner or City Commission:

REP

JMG:REP/lg

City Commission Committees

Committee	Position	First Name	Appointed by	Appointed
Finance & Citywide Projects Committee				
	Liaison	Patricia Walker	Mayor Dermer	11/25/03
	Alternate	Commissioner Simon Cruz	Mayor Dermer	11/25/03
	Vice-Chair	Commissioner Richard L. Steinberg	Mayor Dermer	11/25/03
	Chairperson	Commissioner Jose Smith	Mayor Dermer	11/25/03
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
Land Use & Development Committee				
	Liaison	Jorge Gomez	Mayor Dermer	11/25/03
	Alternate	Commissioner Jose Smith	Mayor Dermer	11/25/03
	Member	Commissioner Saul Gross	Mayor Dermer	11/25/03
	Chairperson	Commissioner Luis R. Garcia	Mayor Dermer	11/25/03
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
Neighborhood/Community Affairs Committee				
	Liaison	Vivian Guzman	Mayor Dermer	11/25/03
	Alternate	Commissioner Luis R. Garcia	Mayor Dermer	11/25/03
	Member	Commissioner Richard L. Steinberg	Mayor Dermer	11/25/03
	Chairperson	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
	Member	Commissioner Saul Gross	Mayor Dermer	11/25/03

NON-CITY COMMISSION COMMITTEES

Commissioner Matti Herrera Bower

- Miami Beach Transportation Management Association (TMA)
- Dade Cultural Alliance
- Tourist Development Council
- Performing Arts Center Trust (PACT)

Commissioner Luis R. Garcia, Jr.

- Unclassified Employees and Elected Officials Retirement System
- Greater Miami Convention and Visitors Bureau

Commissioner Jose Smith

- Metropolitan Planning Organization

Commissioner Richard L. Steinberg

- Miami-Dade County Homeless Trust Board - Appointed by Miami-Dade League of Cities
- Miami-Dade League of Cities

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Board and Committees Current Members

Art in Public Places

Sec. 82-561

Composition:

Two (2) year term.
Appointed by a minimum of 4 votes.
Seven (7) members to be appointed by a majority of the entire City Commission, and who shall possess a high degree of competence in evaluation of art history and architectural history, art, architecture, sculpture, painting, artistic structure design and other appropriate art media for display or integration in public places.
City Liaison : Donna Shaw

Vacancy:

To replace Amy Cappelazzo	12/31/2004	City Commission
To replace Yolanda Sanchez	12/31/2005	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Debra	Scholl		12/31/2004	City Commission	12/31/04
Diane Star	Heller		12/31/2005	City Commission	12/31/09
Ilija	Mosscrop		12/31/2005	City Commission	12/31/06
James	Clearwater		12/31/2004	City Commission	12/31/06
Pola	Reydburd		12/31/2004	City Commission	12/31/04

Applicants	Position/Title	Applicants	Position/Title
Alfredo Sanchez	Architect/Partner	Alison Spear	
Ari Sklar		Barry Ragone	
Bradshaw Lotspeich	Attorney	Carol Hoffman (Guzman)	
Chris Ingalls	Art Mgmt.	Clara Garcia McLean	
Daniel Ritthaler	Sales Manager	Dona Zemo	
Edward Barberio		Edwin Montalvo	
Elizabeth Schwartz	Attorney	Evelyn Manset	Retired
Gayle Carson DeVecht	Consultant/Dr. Education	Gus Gutierrez	Design/Landscape/President
Jacqueline Lipsky	Museum Curator	Janet Eaglstein	
Jesse Brody	Mangaer & Designer	Joe Garcia	Executive Director
Jose Manzanares		Lisa Austin	Arts Administrator
Maria Harris	Art Design	Merri Mann	
Nick Pietrocarlo		Nikos Prantzos	Consultant
Nina Weber Worth	Marketing Consultant	Patty Hernandez	
Pavlova Greber		Sage Hoffman	Realtor
Stewart Stewart	Artist	Su Rudy	Designer/Decorator
Tom Schmitt	Artist	Vesna Vera	Studio Artist
Wyatt Porter-Brown	Architect/Design		

Board and Committees Current Members

Audit Committee

Reso 94-21259

Composition:

The committee shall consist of members, appointed by the City Commission., whose duties shall be to supervise and direct activities of the City's independent auditor in the planning and conducting of the annual City of Miami Beach audit and other City audits.
City Liaison:

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
New	Member	new	12/31/2004		12/31/07

Board and Committees Current Members

Barrier Free Environment Committee

Sec. 2-31

Composition:

The committee shall be composed of:
A board quorum of three (3) members and requiring at least three (3) votes for board action, Seven (7) voting members who shall be direct appointees by the Mayor and City Commissioners

1) persons having mobility impairment;
2) deaf and/or hard-of-hearing persons in the community; blind and/or vision impaired persons in the community;
3) mental, cognitive or developmental disabilities;
4) children with developmental disabilities;
5) children with physical disabilities; and
6) the industries of tourism and convention, retail, hospitality (restaurant or hotel), and health care (or rehabilitation).

City Liaison: Heidi Johnson-Wright

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Cory	Di Geronimo		12/31/2005	Commissioner Richard L. Steinberg	12/31/09
Janet	Grant Hyman		12/31/2005	Commissioner Simon Cruz	12/31/11
Lee	Weiss		12/31/2004	Commissioner Matti H. Bower	12/31/05
Michael	Brennan		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/09
Mike	Lantz		12/31/2004	Commissioner Saul Gross	12/31/09
Mildred	Levenson		12/31/2005	Commissioner Jose Smith	12/31/05
Rabbi Solomon	Schiff		12/31/2004	Mayor David Dermer	12/31/07
		ex-officio, Parking Department			
Barbara Sanchez		ex-officio, Patrol Div., Police Chief Designee			
Gladys Salas		ex-officio, Building Dept. Dir. Designee			
Heidi Johnson-Wright		ex-officio, City ADA Coord.			
Kevin Smith		ex-officio, Rec, Culture & Parks Dir. Designee			
Maria Ruiz		ex-officio, Dir. Office of Children's Affairs			

Applicants	Position/Title	Applicants	Position/Title
Marc Lichtman			

Board and Committees Current Members

Beach Preservation Board

Sec. 2-190.122

Composition:

The committee shall consist of:
seven (7) voting members, one appointed by the Mayor and each Commissioner, and three (3) non-voting ex-officio members to be comprised as follows:

1) Seven (7) citizens having an interest in the preservation of the city's beaches and the purposes of the committee,
2) The city's environmental specialist as an ex-officio member,
3) An individual appointed by the Miami Dade County Department of Environmental Resources Management (DERM), Natural Resources Division who holds the position of Special Projects Administrator II as an ex-officio member and,
4) A member of the city's Beach Patrol.

City Liaison: Robert Halfhill

Vacancy:

To replace Claire Callen	12/31/2005	Commissioner Luis R. Garcia, Jr.

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Ana	Cordero		12/31/2005	Commissioner Simon Cruz	12/31/10
Christian	Folland		12/31/2004	Commissioner Matti H. Bower	12/31/08
Clotilde	Luce		12/31/2004	Commissioner Jose Smith	12/31/08
Jerry	Marsch		12/31/2005	Mayor David Dermer	12/31/05
Luiz	Rodrigues		12/31/2005	Commissioner Saul Gross	12/31/09
Sidney	Goldin		12/31/2004	Commissioner Richard L. Steinberg	12/31/10
Brian Flynn	ex-officio, Miami-Dade Co. Dept of Env. Res. Mgmt.				
Joe Fisher	ex-officio, City's Beach Patrol Lifeguard II				
Robert Halfill	ex-officio, City's Env. Specialist				

Applicants	Position/Title	Applicants	Position/Title
Alison Spear		Cory Di Geronimo	
Dona Zemo		Elizabeth Resnick	Real Estate
Gail Harris	Lic. Clinical Social Worker	Gus Gutierrez	Design/Landscape/President
Jack Hartley	Interest in Beach Preservation	Joshua Levy	Law/Partner
Kenneth Carsto		Maria Guitian	Interest in Beach Preservation
Mark Muhlrad	Real Estate Broker	Michael Noll	Interest in Beach Preservation/
Nina Weber Worth	Interest in Beach Preservation/Market	Peter Page	Interest in Beach Preservation
Susan Bisno	Interest in Beach Preservation	Tamra Sheffman	

Board and Committees Current Members

Beautification Committee

Sec. 2-36

Composition:

Eight (8) members, seven (7) of whom shall be direct appointees by the Mayor and City Commissioners. The chairperson of the Mayor's Ad Hoc Garden Center and Conservatory Advisory Committee or designee who shall serve as a non-voting ex-officio member.
City Liaison: Dale Bryant

Vacancy:

To replace Faye Goldin	12/31/2005	Commissioner Luis R. Garcia, Jr.

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Elizabeth	Resnick		12/31/2005	Commissioner Matti H. Bower	12/31/07
Helene	Owen		12/31/2004	Commissioner Jose Smith	12/31/05
James	Weingarten		12/31/2004	Commissioner Simon Cruz	12/31/09
Maria	Harris		12/31/2004	Mayor David Dermer	12/31/10
Norma	Weinstein		12/31/2005	Commissioner Saul Gross	12/31/09
Zoila	Datorre		12/31/2005	Commissioner Richard L. Steinberg	12/31/11

ex-officio chair of Mayor Ad-Hoc Garden Center

Applicants	Position/Title	Applicants	Position/Title
Alfredo Sanchez	Architect/Partner	Alison Spear	
Gerald Mitkowsky		Grant Gussin	Attorney
Nikos Prantzos	Consultant	Pavlova Greber	
Rachel Umlas		Robert Glick	
Robin Lea			

Board and Committees Current Members

Board of Adjustment

Sec. 118.131

Composition:

One (1) year term.
Appointed by a 5/7th vote.
Seven (7) voting members consisting of the following professions or callings: Law, Architecture, Engineering, Real Estate Development, Certified Public Accountant, Financial Consultation, and General Business. The members representing the professions of law, architecture, engineering and public accounting shall be duly licensed by the State of Florida; the member representing general business shall be of responsible standing in the community, and each member shall be bound by the requirements of the Conflict of Interest Ordinance of the city and shall be subject to removal from office for the violation of the terms thereof. No member shall have any financial or other interest in any matter coming before the board.

Members shall be apppointed for a term of one year by a five-seventh vote of the city commission. Members of the Board of Adjustment must be either residents of or have their principal place of business in Miami Beach; provided, however, that this amendment shall not affect the term of existing members of the Board of Adjustment.

City Liaison: April Hirsch

Vacancy:

	Architect	12/31/2004	City Commission
To replace Joy Malakoff	Financial Consultant	12/31/2004	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Herbert	Gopman	Engineer	12/31/2004	City Commission	12/31/09
Jason	Loeb	General Business	12/31/2005	City Commission	12/31/07
Laurence	Herrup	Certified Public Acct.	12/31/2004	City Commission	12/31/09
Michael	Gongora	Law	12/31/2004	City Commission	12/31/09
Roberto	DaTorre	Real Estate Developer	12/31/2005	City Commission	12/31/09

Applicants	Position/Title	Applicants	Position/Title
Alfredo Sanchez	Architect/Partner	Bernie Navarro	Finance/Business
Gustavo Dezendegui	Attorney	Howard Gross	
Jack Hartley	President	Jo Asmundsson	
Lawrence Fuller	Attorney	Louis Martinez	

Board and Committees Current Members

Budget Advisory Committee

Sec. 2-44

Composition:

Nine (9) members. Seven (7) direct appointments with Mayor and each Commissioner making one (1) appointment.
Two (2) at-large appointments:
one (1) certified public accountant and
one (1) for a financial advisor.
City Liaison: Jose Cruz

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Basil	Vasiliou		12/31/2005	Commissioner Richard L. Steinberg	12/31/10
David	Heller		12/31/2004	Commissioner Matti H. Bower	12/31/07
Eugene	Woodard	Financial Advisor	12/31/2005	City Commission	12/31/08
Fred	Berens		12/31/2004	Commissioner Jose Smith	12/31/10
Jack	Benveniste		12/31/2005	Mayor David Dermer	12/31/05
Jeryl (Deede)	Weithorn	CPA/Partner	12/31/2004	City Commission	12/31/08
Jonathan	Fryd		12/31/2005	Commissioner Saul Gross	12/31/08
Marc	Jacobson		12/31/2005	Commissioner Simon Cruz	12/31/05
Marc	Gidney		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/10

Applicants	Position/Title	Applicants	Position/Title
Barry Stein	Attorney	Bruce Reich	Direct/Attorney
Cory Di Geronimo		Deborah Balliette Jacobson	Direct/Business Owner
Frank Kruszewski		Jay Parker	
Joshua Levy	Law Partner	Juan Jover	Direct/Finance/ Marketing
Lee Spiegelman		Michael Alvarez	Marketing/Personnel
Michael Francis		Milton Montalvo	
Philip De La Roza		Ralph Aleman	Health Care
Todd Tautfest	Finance/Real Estate		

Board and Committees Current Members

Committee for Quality Education in MB

Sec. 2-190.134

Composition:

The committee shall consist of fifteen (15) voting members.
A representative from each of the following eight schools:
North Beach Elementary,
Biscayne Elementary,
Feinberg-Fisher Elementary,
South Pointe Elementary,
Nautilus Middle School,
Miami Beach High School,
Ruth K. Broad Elementary School,
Treasure Island Elementary School,
and seven (7) members of the public with knowledge or expertise with regard to education. Two (2) City Commissioners who shall be appointed by a majority vote of the City Commission and who shall sit as non-voting ex-officio members of the committee.
City Liaison: Maria Ruiz

Vacancy:

To replace Jennifer Jones	12/31/2005	Commissioner Jose Smith

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Beverly	Heller		12/31/2005	Commissioner Richard L. Steinberg	12/31/10
Leslie	Coller		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/07
Marta	Montaner		12/31/2005	Commissioner Matti H. Bower	12/31/10
May	Betancourt		12/31/2005	Commissioner Simon Cruz	12/31/10
Merri	Mann		12/31/2004	Commissioner Saul Gross	12/31/10
Michele	Rivera		12/31/2004	Mayor David Dermer	12/31/08

	ACM/ City Manager Designee
Cynthia Albert	Rep. of the PTA of N.B. Elementary - 6/30/04
Flor Schulz	Rep. of the PTA of Treasure Island Elem.- 6/30/04
Josephine Borges	Rep. Of the PTA Biscayne Elementary School 6/30/04
Karen Rivo	Rep.of the PTA of Nautilus Middle School - 6/30/04
Matti Bower	Commissioner/City Comm./Comm. Smith designee
Rachelle Arkin	Rep. of the PTA of South Pointe Elementary 6/30/04
Roslie Rosenberg	Rep. of MB High School 06/30/04
Timothy Sally	Rep. of the PTA of Feinberg Fisher Elem. 6/30/04

Applicants	Position/Title	Applicants	Position/Title
Evelyn Manset	Retired	Holly Wallack	Office Manager
Jacqueline Bruno	Yuth Coordinator	Jacqueline Greenberg	
Jane Gilbert-Bernstein	Consultant	Jane Vasiliou	
Jodie Knofsky		Karen Susan	
Laura Apte	School Teacher/Art Adm.	Leonora Rodriguez-Chomat	Teacher
Leslie Rosenfeld		Luther Gray	
Maggie Pacheco		Marsha Sunshine	
Polita Glynn		Susan Bisno	

Board and Committees Current Members

Zeiven Beitchman Phsycologist

Board and Committees Current Members

Committee on the Homeless

Sec. 2-161

Composition:

The committee shall consist of nine (9) members,
three (3) to be appointed by the Mayor and
each Commissioner to appoint one (1).
The chairperson of the Committee on the Homeless or his/her designee shall serve as a non-voting ex-officio member of the Community Relations Board.
Each member of the committee shall be selected from membership in an organization such as, but not limited to the following:

Service Providers:
Douglas Gardens Community Mental Health,
Salvation Army,
Better Way,
Miami Dade County Homeless Trust;

(Civic Representation: North Beach (North Beach Development Corp), 41st Street (Middle Beach Partnership), Lincoln Rd (Marketing Council), Washington Ave (Miami Beach Dev. Corp. and /or Washington Ave Task Force), Ocean Dr (Ocean Drive Improvement Association), Collins Ave (Hotel Association), South Pointe (South Pointe Advisory Board to the Red. Agency); member of the general public with personal experience with homeless issues CDBG Project Coordinator (ESG Emergency Shelter Grant Provider), city officials, representative from the Police Department and the City Attorney's Office as ex-officio members.
City Liaison: Maria Ruiz

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Juan	Rojas		12/31/2005	Commissioner Saul Gross	12/31/09
Kenneth	Carsto		12/31/2005	Mayor David Dermer	12/31/10
Marjorie	York		12/31/2005	Commissioner Matti H. Bower	12/31/05
Murray	Kirschner		12/31/2005	Mayor David Dermer	12/31/07
Patty	Hernandez		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/10
Paul	Yavis		12/31/2004	Commissioner Simon Cruz	12/31/10
Raul	Gorfinkel		12/31/2004	Commissioner Jose Smith	12/31/10
Robert	Stark		12/31/2004	Commissioner Richard L. Steinberg	12/31/10
Zeiven	Beitchman		12/31/2005	Mayor David Dermer	12/31/06

Applicants	Position/Title	Applicants	Position/Title
		Drake Corrigan	Real Estate Broker
Evelyn Manset	Retired	Lourdes Alfonso	
Rochelle Baker		Rosalie Pincus	College Counselor
Susan Bisno			

Board and Committees Current Members

Community Development Advisory Committee

Sec. 2-190.106

Composition:

Committee shall be composed of fourteen (14) members.

The Mayor and City Commissioners shall each make two (2) direct appointments.

The fourteen (14) direct appointees shall fulfill the city affiliation requirement in either of the following ways:

1) An individual has been a resident of a locally designated community development target area for a minimum of six (6) months
2) An individual can demonstrate ownership/interest for a minimum of six (6) months in a business established in a locally designated community development target area for a minimum of six (6) months.

City Liaison: Joanna Revelo

Vacancy:

To replace Raul Sarraff	12/31/2005	Mayor David Dermer
To replace Shaun Leibovitz	12/31/2005	Commissioner Luis R. Garcia, Jr.
To replace Alexander Jaimes	12/31/2004	Mayor David Dermer

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Alfredo	Sanchez	Architect/Partner	12/31/2004	Commissioner Matti H. Bower	12/31/10
Juan	Torres		12/31/2004	Commissioner Matti H. Bower	12/31/07
Julian	Linares		12/31/2004	Commissioner Simon Cruz	12/31/09
Lazaro	Martinez		12/31/2005	Commissioner Saul Gross	12/31/09
Lilliam	Janata		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/07
Mariana	Morgan		12/31/2005	Commissioner Simon Cruz	12/31/08
Michael	Francis		12/31/2005	Commissioner Richard L. Steinberg	12/31/10
Mijel	Brazlavsky		12/31/2004	Commissioner Jose Smith	12/31/05
Solomon	Genet		12/31/2005	Commissioner Richard L. Steinberg	12/31/09
Stanley	Shapiro		12/31/2005	Commissioner Jose Smith	12/31/11
Todd	Narson		12/31/2004	Commissioner Saul Gross	12/31/06

Applicants	Position/Title	Applicants	Position/Title
Alexander Jaimes		Antonio Purrinos	
Bernice Martinez		Carla Datorre	
Fernand Amandi		Grant Gussin	Attorney
Gus Gutierrez	Design/Landscape/President	Harlan Sands	
Jeremy Finer	Hospitality Management	Jose Manzanares	
Judith Berson-Levinson	Designer/Real Estate	Laura Morilla	
Maria Beatriz Gutierrez		Michael Rosenbaum	
Murray Dinnerstein		Noah Franklin	
Rachel Umlas		Rebecca Johnson	
Roger Cruz	Attorney	Shaun Leibovitz	
Stephen Cassell		Steven Kozlowski	
Ted Baker			

Board and Committees Current Members

Community Relations Board

Sec. 2-190.11

Composition:

The board shall consist of seventeen (17) members.
Eleven (11) members shalll be voting members to be appointed in the following manner: Seven (7) direct appointments, with the Mayor and each City Commissioner appointing a member.
Three (3) members shall be appointed by the City Manager and one
(1) ex-officio member shall be appointed by the Miami-Dade Community Relations Board from its membership.
Four (4) non-voting, ex-officio members shall be the chairpersons or designees of the following:
Commission on the Status of Women
Committee on the Homeless,
Hispanic Affairs Committee, and
Police/Citizen Relations Committee.
Two (2) non-Voting ex-officio,:
the police chief or his or her designee and
the director of the Bureau of Children's Affairs.
The composition of the board shall be reviewed every two (2) years.
City Liaison: Ramiro Inguanzo

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Aileen	Ochoa		12/31/2005	Jorge M. Gonzalez, City Manager	12/31/11
Gilbert	Squires		12/31/2005	Mayor David Dermer	12/31/10
Jaqueline	Hertz		12/31/2005	Commissioner Simon Cruz	12/31/05
Katherine	Pener		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/06
Marc	Lichtman		12/31/2005	Commissioner Matti H. Bower	12/31/05
Monica	Harvey		12/31/2004	Commissioner Jose Smith	12/31/06
Octavio	Zubizaretta		12/31/2004	Jorge M. Gonzalez, City Manager	12/31/09
Rabbi Aron	Blatt		12/31/2004	Commissioner Saul Gross	12/31/10
Robin	Lea		12/31/2005	Commissioner Richard L. Steinberg	12/31/09
Valerie	Taylor		12/31/2004	Jorge M. Gonzalez, City Manager	12/31/11
		ex-officio of Hispanic Affairs Committee			
		ex-officio of Police/Citizen Relations Committee			
Barbara Sanchez		ex-officio Police Chief Designee			
Carolyn Boyce		ex-officio of MDCRB			
Diana Susi		ex-officio of Status of Women			
Maria Ruiz		ex-officio Director of the Bureau Childrens Affair			
Marjorie York		ex-officio Committee on the Homeless			

Applicants	Position/Title	Applicants	Position/Title
Aileen Ochoa		Bernard Adell	
Bernice Martinez	Direct/At-Large	Faye Goldin	
Gail Harris	Lic. Clinical Social Worker	Gertrude Arfa	Clerical/ Adm.
Judith Berson-Levinson	Direct/At-Large	Leonid Feldman	Rabbi
Leslie Rosenfeld		Merle Weiss	
Milton Montalvo		Regina Berman	
Rosalie Pincus	Direct/At-Large	Sidney Goldin	

Board and Committees Current Members

Tamra Sheffman	Todd Tautfest	Finance/Real Estate
Valerie Taylor	Vincent DeLoach	Realtor

Board and Committees Current Members

Convention Center Advisory Board

Sec. 2-46

Composition:

The board shall consist of seven (7) voting members.
The Mayor and each Commissioner shall make one (1) direct appointment.
The chairperson of the board of directors of the Miami Beach Chamber of Commerce or his/her designee shall serve as a non voting ex-officio member.
The Chairperson of the board of directors of the Greater Miami Convention and Visitors Bureau or his designee shall serve as a non voting ex-officio member.
Administrative representatives from the management group,
Greater Miami Convention and Visitors Bureau, and
the city manager's office shall serve as non-voting ex-officio members.
City Liaison: Gina Muniz

Vacancy:

To replace Victor Bao	12/31/2005	Mayor David Dermer

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Bernice	Martinez		12/31/2004	Commissioner Richard L. Steinberg	12/31/09
Carole	Taran		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/08
Edward	Levinson	Attorney	12/31/2004	Commissioner Saul Gross	12/31/07
Ivor	Rose		12/31/2005	Commissioner Simon Cruz	12/31/10
Joe	Fontana		12/31/2005	Commissioner Matti H. Bower	12/31/05
Norman	Litz		12/31/2005	Commissioner Jose Smith	12/31/05

Christina Cuervo	ex-officio member of the City Manager's Office
Doug Tober	ex-off. SMG Adm Rep.
Eva Barreto	ex-officio, chairperson of the Bd of Dir. MBCC
Ita Moriarty	ex-officio, GMCVB Adm Rep
Rhonda Hasan	ex-officio, GMCVB Adm Rep

Applicants	Position/Title	Applicants	Position/Title
Bryon Richard		Howard Gross	
Jay Jensen	management	Jo Asmundsson	
Keith Space		Kenneth Carsto	
Laura Apte	School Teacher/Art Adm.	Mark Muhlrad	Real Estate Broker
Michael Baum	Nurse	Rafael Suarez-Rivas	Attorney
Ralph Aleman	Health Care	Stewart Stewart	Artist

Board and Committees Current Members

Convention Center Capital Projects Oversight Com.

Sec 2-190.81

Composition:

The Capital Projects Oversight Committee shall consist of
seven (7) voting members to be direct appointments by the Mayor and City Commissioners. The City Commission may appoint, by a majority vote, non-voting, ex-officio members to assist the committee in fulfilling its defined purposes.
The city affiliation requirement for membership shall be fulfilled in either of the following ways:
1) An individual has been a resident of the city for a minimum of six (6) months.
2) An individual can demonstrate ownership/interest for a minimum of six months in a business established in the city for a minimum of six (6) months.
City Liaison: Christina Cuervo

Vacancy:

To replace Stephen Zack	12/31/2004	Mayor David Dermer

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
David	Berger	Attorney	12/31/2005	Commissioner Saul Gross	12/31/09
Jack	Hartley		12/31/2005	Commissioner Luis R. Garcia, Jr.	12/31/07
Jorge	Rodriguez-Chomat		12/31/2005	Commissioner Richard L. Steinberg	12/31/09
Julio	Lora		12/31/2004	Commissioner Matti H. Bower	12/31/09
Keith	Space		12/31/2004	Commissioner Simon Cruz	12/31/10
Leon	Manne		12/31/2005	Commissioner Jose Smith	12/31/08

Applicants	Position/Title	Applicants	Position/Title
Allan Hall		Bernice Martinez	
Carl Linder	Attorney	Craig Rickert	
Jorge Kuperman	Architect	Marcelo Curi	
Myron "Mike" Greenberg	Real Estate Broker	Neil Levinson	Attorney
Nick Pietrocarlo		Rafael Suarez-Rivas	Attorney
Roy Garret			

Board and Committees Current Members

Debarment Committee

Sec. 2-190.128

Composition:

The committee shall consist of seven (7) voting members to be individually appointed by the Mayor and Commissioners. The committee's purpose is to evaluate and, if warranted, to impose debarment as provided in Sections 2-397 through 2-406 of the City Code to exclude a contractor (and, in limited instances, a bidder or proposer) from city contracting and city approved subcontracting.
City Liaison: Gus Lopez

Vacancy:

To replace Natascia Ayers Deshayes	12/31/2003	Commissioner Simon Cruz

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Bruce	Reich		12/31/2004	Mayor David Dermer	12/31/07
David	Wieder		12/31/2005	Commissioner Jose Smith	12/31/09
Luis	Marcelin		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/07
Matthew	Krieger		12/31/2004	Commissioner Richard L. Steinberg	12/31/09
Melvyn	Schlesser		12/31/2004	Commissioner Saul Gross	12/31/11
Omar	Martinez		12/31/2005	Commissioner Matti H. Bower	12/31/08

Applicants	Position/Title	Applicants	Position/Title
Eric Lampinstein	Chiropractor	Jonathan Beloff	
Martin Wasserman	Attorney	Michael F. Steffens	Architect
Minette Benson	Knowledge in Planning Process	Robin Lea	

Board and Committees Current Members

Design Review Board

Sec. 118.71

Composition:

Two (2) year term.
Appointed by a minimum of 4 votes.
Seven (7) regular members and two (2) ex-officio members.
The seven (7) regular members shall consist of:
three (3) registered architects,
one (1) registered landscape architect,
one (1) registered architect, professional designer or professional urban planner,
and two (2) citizens at-large.

Residency and place of business in the county. The two (2) citizen-at-large members and one of the registered landscape architects, registered architects, professional designer or professional urban planners shall be residents of the city.
City Liaison: Thomas Mooney

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Gary	Knight	At-large	12/31/2004	City Commission	12/31/09
Gregory	Neville	Registered Architect	12/31/2004	City Commission	12/31/05
Louis	Martinez	At-large	12/31/2005	City Commission	12/31/09
Michael F.	Steffens	Registered Architect	12/31/2005	City Commission	12/31/09
Peter	Chavelier	Urban Land Planner	12/31/2004	City Commission	12/31/08
Ralph	Choeff	Registered Architect	12/31/2005	City Commission	12/31/07
Steve	Lefton	Landscape Architect	12/31/2004	City Commission	12/31/09

Janet Grant-Hyman ex-officio/Barrier Free Env. Comm.
Jorge Gomez ex-officio/ Historic Pres, & Urban Design Director

Applicants	Position/Title	Applicants	Position/Title
Alex David	Vice-President of Planning Group	Alfredo Sanchez	Architect/Partner
Colleen Martin	Attorney	Cristina LaBuzetta	
Frank Kruszewski		Gus Gutierrez	Design/Landscape/President
Herbert Gopman		Howard Gross	
Jason Hagopian	Architect	Jean-Francois LeJeune	Architecture/Professor
Jorge Kuperman	Architect	Ken Nunamaker	
Lourdes Solera	Registered Architect	Mark Muhlrad	Real Estate Broker
Neil Levinson	Attorney	Rafael Suarez-Rivas	Attorney
Robert Brown		Su Rudy	Designer/Decorator
Theodore Berman		William Gonzalez	
Wyatt Porter-Brown	Architect/ Design		

Board and Committees Current Members

Fine Arts Board

Composition:

Fourteen (14) members with Mayor and City Commissioners appointing two (2) members each. The Miami Beach Fine Arts Board promotes the work of contemporary visual and cultural artists, enhances the appreciation for the arts in the community at large, and provides economic stimulation to under served neighborhoods.
City Liaison: Donna Shaw

Vacancy:

To replace Leigh Alvarez	12/31/2005	Commissioner Matti H. Bower
To replace George Neary	12/31/2005	Mayor David Dermer
To replace Cheryl Jacobs	12/31/2004	Mayor David Dermer
To replace Laura Apte	12/31/2004	Commissioner Luis R. Garcia, Jr.
To replace Chris Ingalls	12/31/2005	Commissioner Saul Gross
To replace Marisue Beloff	12/31/2004	Commissioner Jose Smith

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Anthony	Japour		12/31/2005	Commissioner Luis R. Garcia, Jr.	12/31/09
Dana	Eber		12/31/2005	Commissioner Richard L. Steinberg	12/31/08
Gordon	Saks		12/31/2005	Commissioner Simon Cruz	12/31/10
Grace	Sherman		12/31/2004	Commissioner Saul Gross	12/31/11
Jacqueline	Roch		12/31/2004	Commissioner Simon Cruz	12/31/09
Laura	Bruney		12/31/2005	Commissioner Jose Smith	12/31/05
Randie	Hofer		12/31/2004	Commissioner Matti H. Bower	12/31/05
Robert	Glick		12/31/2004	Commissioner Richard L. Steinberg	12/31/11

Applicants	Position/Title	Applicants	Position/Title
Allan Hall		Barry Ragone	
Bradshaw Lotspeich	Attorney	Carol Hoffman (Guzman)	
Daniel Ritthaler	Sales Manager	Edwin Montalvo	
Gus Gutierrez	Design/Landscape/President	Jacqueline Lipsky	Museum Curator
Jesse Brody	Manager & Designer	Leonora Rodriguez-Chomat	Teacher
Marianela Chevalier	Advertising/Marketing	Mark Weithorn	
Matthew Krieger	Pres. Publisher/Attorney	Merri Mann	
Monica Plaza		Natalia Reparaz	Event Coordinator
Nina Weber Worth	Marketing Consultant	Patricia MacIsaac	Real Estate/Enter. Mgr
Patty Hernandez		Pavlova Greber	
Peter Page		Roger Cruz	Attorney

Board and Committees Current Members

Golf Advisory Committee

Sec. 2-76

Composition:

The committee shall be composed of twelve (12) members.
Consisting of eleven (11) voting members,
seven (7) by direct appointment by the mayor and city commissioners,and
four who shall be the presidents of the Bayshore and Normandy Shores Men's and Women's Golf Association.
The city manager or his designee shall serve as a non voting ex-officio member.
The chairperson of the Golf Advisory Committee or his designee shall serve as a non-voting, ex-officio member of the Recreational Centers and Parks Facilities Board, to be renamed the Parks and Recreational Facilities Board.
City Liaison: Kevin Smith

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Brian	Judge		12/31/2004	Commissioner Simon Cruz	12/31/08
Daniel	Spring		12/31/2005	Commissioner Saul Gross	12/31/05
Eugene	Howard		12/31/2004	Commissioner Richard L. Steinberg	12/31/09
Joe	Pallant		12/31/2004	Commissioner Matti H. Bower	12/31/08
Lee	Teichner		12/31/2005	Commissioner Jose Smith	12/31/08
Linda	Leibovici		12/31/2005	Mayor David Dermer	12/31/09
Rolando	Rodriguez		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/08
		Pres. For Bayshore Women's Golf Assoc.			
Bernard Frank		President of the Normandy Shore Men's Golf Assoc.			
Kevin Smith		ex-officio, designee of the City Manager			
Pearl Levine		Pres, Normandy Shore's Women's Golf Assoc.			
Scott Lipman/C.Hart		President of the Bayshore Men's Golf Assoc.			

Applicants	Position/Title	Applicants	Position/Title
Don Israel		Ginny Simon	
Grant Gussin	Attorney	Joseph Posnick	
Marjorie York	At-Large	Michael Francis	
Octavio Zubizaretta		Patricia MacIsaac	Real Estate/Enter. Mgr
Phillip Hudson III		Rolando Rodriguez	
Su Rudy	Designer/Decorator		

Board and Committees Current Members

Health Advisory Committee

Sec. 2-81 2002-335R

Composition:

Eleven (11) voting members. Appointed by the City Commission at-large, upon recommendations of the City Manager:
Two (2) members shall be the chief executive officers (CEO's) or their designated administrators from each of the following local hospitals:
1) Mount Sinai Medical Center,
2) South Shore Hospital,
One (1) member shall be the Chief Executive Officer (CEO) from Stanley C. Myers Community Health Center or his/her designee administrator;
Two (2) member shall be an administrator from an Adult Congregate Living Facility (ACLF). and/or an Assisted Living Facility (ALF);
One (1) member shall be a representative from the nursing profession;
One (1) member shall be a health benefits provider;
Two (2) members shall be physicians.;
Two (2) members shall be consumers consisting of:
1) one (1) individual from the corporate level and ;
2) one (1) private individual.

There shall be one (1) non-voting ex-officio representative from each of the following: The Miami Dade County Health Department and the Fire Rescue Department. The director of the Office of the Children's Affairs shall be added as a non-voting ex-officio member of the board.
City Liaison: Cliff Leonard

Vacancy:

To replace O.L. Alvarez	ACLF	12/31/2004	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Daniel	Nixon	Private individual	12/31/2005	City Commission	12/31/07
Dr. Rasciciel	Socarraz	Health Provider	12/31/2005	City Commission	12/31/09
Dr. Ronald	Shane	Private Individual	12/31/2005	City Commission	12/31/09
Heidi	Azari	Nursing Profession	12/31/2005	City Commission	12/31/08
Jorge	Perez	Physician	12/31/2004	City Commission	12/31/09
Joyce	Galbut	Adm. Adult Cong Livn.	12/31/2004	City Commission	12/31/09
Kathryn	Abbate	CEO, Stanley Myers (NTL)	12/31/2004	City Commission	
Steven	Sonenreich	CEO/Mt. Sinai/MH (NTL)	12/31/2004	City Commission	
William	Zubkoff	C.E.O.. So. Shore (NTL)	12/31/2004	City Commission	12/31/08
Zalman	Bacheikov	Dentist	12/31/2004	City Commission	12/31/06

Maria Ruiz	ex-officio, Director of Children's Affairs
Sonia Albury	rep. From the Health Council of South Fla

Applicants	Position/Title	Applicants	Position/Title
Alexander Jaimes	Chiropractic	Craig Berko	Chiropractor/Physician
David Fink		Evelyn Manset	Retired
Harriet Feuerman		Katherine Pener	Retired Teacher
Mark Sinnreich	MD	Michael Baum	Nurse

Board and Committees Current Members

Nicole Nedd		Ralph Aleman	Health Care
Rolando Rodriguez		Stephen Zack	Physician/cons priv.
Stephen Zaron	Physician/Consumer Private		

Board and Committees Current Members

Health Facilities Authority Board

Sec. 2-111

Composition:

Four (4) year terms.
Five (5) members shall consist of;
two (2) health providers,
one (1) individual in the field of general business who possesses good standing in the community;
one (1) accountant and;
one (1) attorney.
The chairperson of the Health Advisory Board shall serve as a non-voting advisor to the Authority.
Members shall be residents of the City.
Florida Statute 154.207 No term Limits-4 years.

City Liaison: Patricia Walker

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Arthur	Unger	Accountant	6/19/2004	City Commission	12/31/05
Lawrence	Fuller	Attorney	6/19/2005	City Commission	12/31/05
Mark	Sinnreich	Health Provider - TL 05	6/19/2007	City Commission	12/31/05
Michael	Baum	Health Provider	6/19/2006	City Commission	12/31/07
Tony	Rodriguez	General Business	6/19/2007	City Commission	12/31/09
		Chairperson, Health Advisory Board			

Applicants	Position/Title	Applicants	Position/Title
Jay Parker		Juan Jover	Finance/Marketing
Ralph Aleman	Health Care	Zalman Bacheikov	

Board and Committees Current Members

Hispanic Affairs Committee

Sec. 2-190.21

Composition:

The committee shall consist of seven (7) members, with the Mayor and each Commissioner making one (1) appointment.
The chairperson of the Hispanic Affairs Committee or his/her designee shall serve as a non-voting ex-officio member of the Community Relations Board.
City Liaison: Nannette Rodriguez

Vacancy:

To replace Rafael Suarez-Rivas	12/31/2004	Mayor David Dermer

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Esther	Amador		12/31/2005	Commissioner Matti H. Bower	12/31/10
Jacobo	Epelbaum		12/31/2004	Commissioner Jose Smith	12/31/05
Jeannette	Egozi		12/31/2005	Commissioner Richard L. Steinberg	12/31/09
Jose	Heres		12/31/2004	Commissioner Saul Gross	12/31/05
Luis	Govantes		12/31/2005	Commissioner Luis R. Garcia, Jr.	12/31/06
Marie	Towers		12/31/2004	Commissioner Simon Cruz	12/31/07

Applicants	Position/Title	Applicants	Position/Title
Alberto Rodriguez		Alexander Jaimes	
Carmen Granda		Michael Alvarez	Marketing/Personnel
Monica Plaza		Octavio Zubizaretta	
Raul Gorfinkel		Roger Cruz	Attorney
Rolando Rodriguez		Rosa Borgen	
Sage Hoffman	Realtor	William Gonzalez	

Board and Committees Current Members

Historic Preservation Board

Sec. 118-101

Composition:

Two (2) year term. Appointed by a minimum of 4 votes.
Seven (7) members. There shall be a member from each of the following categories:
1) A representative from the Miami Design Preservation League (MDPL);
Selected from three names nominated by the League.
2) A representative from Dade Heritage Trust (DHT);
Selected from three names nominated by the Trust.
3) One at-large member who owns or manages a property or properties located in one of the city's historic districts;
4) One at-large member who resides in one of the city's historic districts;
5) An architect registered in the State of Florida with practical experience in the rehabilitation of historic structures;
6) A registered architect, registered landscape architect, professional designer or professional urban planner with practical experience in the rehabilitation of historic structures; or an attorney, or a licensed engineer who has professional experience and demonstrated interest in historic preservation.;
7) A member of the faculty of a school of architecture in the State of Florida, with academic expertise in the field of design and historic preservation or the history of architecture, with a preference for an individual with practical experience in architecture and the preservation of historic structures.
City Liaison: Thomas Mooney

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Allan	Hall	Professional/Attorney	12/31/2005	City Commission	12/31/09
Beth	Dunlop	Dade Heritage	12/31/2004	City Commission	12/31/05
Carie	Penabad	Professor	12/31/2005	City Commission	12/31/09
Judith	Berson-Levinson	At large	12/31/2004	City Commission	12/31/06
Mitch	Novick	MDPL	12/31/2004	City Commission	12/31/05
Randall	Robinson	At-Large	12/31/2004	City Commission	12/31/05
William	Taylor	Registered Architect	12/31/2005	City Commission	12/31/04

Applicants	Position/Title	Applicants	Position/Title
Brian Eaton		Cristina LaBuzetta	
David Philips	Attorney	Donna Bloom	Real Estate Board
Frank Kruszewski		Gregory Neville	Architect
Gustavo Dezendegui	Attorney	Herbert Gopman	
Jason Hagopian	Architect	Jerry Libbin	
Jorge Kuperman	Architect	Ken Nunamaker	
Lourdes Solera	Registered Architect	Maria Guitian	Attorney
Marilys Nepomechie	Architect/Professor	Michael F. Steffens	
Rafael Suarez-Rivas	Attorney	Scott Needelman	Apartment Manager/Constructic
Sheila Duffy-Lehrman	TV/Film	Su Rudy	Designer/Decorator
Ted Baker		Theresa D'Amico	Interior Designer
William Medellin	Architect		

Board and Committees Current Members

Housing Authority

Reso 7031 421.05 ES

Composition:

Four year appointment.
Five (5) members, appointed by the Mayor.
Appointments must be confirmed by the City Commission.
At least one (1) member who shall be a resident who is current in rent in a housing project or a person of low or very low income who resides within the housing authority's jurisdiction and is receiving rent subsidy through a program administered by the authority or public housing agency that has jurisdiction for the same locality served by the housing authority, which member shall be appointed at the time a vacancy exists.
City Liaison: Miguell Del Campillo

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Leonard	Turkel	HA Commissioner	10/11/2007	Mayor David Dermer	10/11/11
Maria Beatriz	Gutierrez	HA Commissioner	10/11/2005	Mayor David Dermer	10/11/08
Milli	Membiela	Lending Director	10/11/2006	Mayor David Dermer	10/11/10
Rosalia	Lopez	Tenant Commissioner	10/11/2004	Mayor David Dermer	10/11/10
Steven	Chaykin	HA Commissioner	10/11/2005	Mayor David Dermer	10/11/09

Applicants	Position/Title	Applicants	Position/Title
		Alfredo Sanchez	Architect/Partner
Annette Torres	Assistant Instructor	Anthony Guerra	
Jerry Libbin	North Beach/Invest, Broker	Julio Lora	
Lourdes Alfonso		Patricia Herrera	Realtor
Philip De La Roza	housing authority	Shannon Guardado	Grant Writer
Stanley Shapiro		Theodore Berman	
Vincent DeLoach	Realtor		

Board and Committees Current Members

Loan Review Committee

Sec. 2-166

Composition:

The committee shall consist of
seven (7) voting members whom shall be direct appointments by the Mayor and City Commissioners. The finance director or his/her designee and the city manager or his/her designee shall serve as non-voting ex-officio members
A member of the Community Development Advisory Committee (CDAC) shall be designated to serve as a non-voting ex-officio member of the LRC in order to facilitate communications between the LRC and CDAC.
City Liaison: Miguell Del Campillo

Vacancy:

To replace James Gleason	12/31/2005	Mayor David Dermer
To replace Phillip Brazlavsky	12/31/2005	Commissioner Simon Cruz

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Barry	Ragone		12/31/2005	Commissioner Luis R. Garcia, Jr.	12/31/10
Hope	Fuller		12/31/2004	Mayor David Dermer	12/31/08
Jay	Parker		12/31/2004	Commissioner Richard L. Steinberg	12/31/11
Joshua	Levy		12/31/2004	Commissioner Jose Smith	12/31/08
Regina	Berman		12/31/2005	Commissioner Matti H. Bower	12/31/05
		ex-officio member of the CDAC			
Patricia Walker		ex-officio Finance director or his/her designee			

Applicants	Position/Title	Applicants	Position/Title
Barry Josepher		Bryon Richard	
Frank Schwartz		Gustavo Dezendegui	Attorney
James Gleason		Juan Jover	Finance/Marketing
Maria Paulsen	Banking/Finance	Martin Wasserman	Attorney
Michael Alvarez	Marketing/Personnel	Milli Membiela	Lending Director
Phillip Brazlavsky			

Board and Committees Current Members

Marine Authority

Sec. 2-190.46

Composition:

The marine authority shall consist of seven (7) voting members, who shall be direct appointments by the mayor and city commissioners,
and one non voting, ex-officio member of the authority, who shall be a representative of the city marine patrol.
Appointments to the authority shall consist of individuals who have had previous experience in the operation of or inspection of either marine vessels or marine facilities including experience in various types of boat activities, including fishing in the waterways of the city. The members of the marine authority shall have the right and duty to consult with any member of the city administration for technical or other information pertaining to the matters before them.
City Liaison: Janice Pye

Vacancy:

To replace Stuart Reed	12/31/2005	Mayor David Dermer
To replace Bernie Navarro	12/31/2005	Commissioner Simon Cruz
To replace Liliam Lopez	12/31/2005	Commissioner Luis R. Garcia, Jr.

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Barbara	Patchen		12/31/2004	Commissioner Richard L. Steinberg	12/31/05
Jeffrey	Galitz		12/31/2004	Commissioner Jose Smith	12/31/10
Juan	Rodriguez		12/31/2004	Commissioner Matti H. Bower	12/31/07
Morris	Sunshine		12/31/2005	Commissioner Saul Gross	12/31/06
Sgt. Priscilla Grandag		ex-officio MB Marine Patrol			

Applicants	Position/Title	Applicants	Position/Title
David Heller	CPA	David Philips	Attorney
Joseph Villari		Michael Alvarez	Marketing/Personnel
Patricia MacIsaac	Real Estate/Enter. Mgr	Robert Christoph	

Board and Committees Current Members

Miami Beach Commission on Status of Women

Sec. 2-190.1

Composition:

Twenty-one (21) members.
Each of the seven (7) members of the commission shall appoint three (3) members.
The chairperson of the Commission on the Status of Women or its designee shall serve as a non-voting ex-officio member of the Community Relations Board.
City Liaison: Judy Hoanshelt

Vacancy:

To replace Lidia Resnick	12/31/2004	Commissioner Saul Gross
To replace Vivian Giller	12/31/2005	Commissioner Luis R. Garcia, Jr.
To replace Karla Marquez	12/31/2004	Commissioner Luis R. Garcia, Jr.
To replace Jeannette Egozi	12/31/2005	Commissioner Jose Smith

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Allison	Kumble		12/31/2004	Commissioner Richard L. Steinberg	12/31/10
Barbara	Gillman		12/31/2005	Commissioner Simon Cruz	12/31/05
Beth	Gopman		12/31/2005	Mayor David Dermer	12/31/09
Dale	Gratz		12/31/2005	Commissioner Jose Smith	12/31/05
Diana	Susi		12/31/2004	Mayor David Dermer	12/31/05
Dona	Zemo		12/31/2005	Commissioner Saul Gross	12/31/09
Donna	Bloom		12/31/2005	Commissioner Matti H. Bower	12/31/05
Elizabeth	Schwartz		12/31/2005	Commissioner Simon Cruz	12/31/09
Gail	Harris		12/31/2005	Commissioner Richard L. Steinberg	12/31/06
Ida	Percal		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/08
Leslie	Graff		12/31/2005	Commissioner Matti H. Bower	12/31/07
Lizette	Lopez		12/31/2005	Commissioner Matti H. Bower	12/31/05
Merrie	Thomas		12/31/2004	Commissioner Richard L. Steinberg	12/31/10
Meryl	Wolfson		12/31/2004	Mayor David Dermer	12/31/05
Monica	Plaza		12/31/2004	Commissioner Jose Smith	12/31/10
Sara	Resnick		12/31/2004	Commissioner Simon Cruz	12/31/05
Sarah	Lenett		12/31/2004	Commissioner Saul Gross	12/31/09

Applicants	Position/Title	Applicants	Position/Title
Beverly Heller	Educator	Eric Lampinstein	Chiropractor
Evelyn Manset	Retired	Grace Mallah	Realtor
Katherine Pener	Retired Teacher	Laura Apte	School Teacher/Art Adm.
Marjorie York		Merle Weiss	
Regina Suarez		Shannon Guardado	Grant Writer
Sheila Duffy-Lehrman	TV/Film	Su Rudy	Designer/Decorator

Board and Committees Current Members

Miami Beach Cultural Arts Council

Sec. 2-51

Composition:

Three (3) years term.
Vacancies submitted by slate of candidates provided by the council.
Eleven (11) members to be appointed at-large by a majority vote of the Mayor and City Commission. Effective December 31, 2001, concurrent with the expiration of the terms of six (6) members of the council, and the resulting vacancies thereon, three (3) members shall be appointed for three (3) year terms each, provided that one of those appointments shall be to fill the vacancy of the one (1) year term expiring on December 31, 2001, and three (3) members shall be appointed for two (2) year terms each. Additionally, effective December 31, 2002, no council member may serve more than six (6) consecutive years.
City Liaison: Roberta Behrendt

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Ada	Llerandi		12/31/2005	City Commission	12/31/06
Alfredo	Richards		12/31/2004	City Commission	12/31/09
Jeffrey	Abbaticchio		12/31/2004	City Commission	12/31/08
Lidia	Resnick		12/31/2006	City Commission	12/31/09
Liliam	Lopez		12/31/2005	City Commission	12/31/09
Merle	Weiss		12/31/2006	City Commission	12/31/09
Michael	McManus		12/31/2005	City Commission	12/31/08
Nancy	Liebman		12/31/2004	City Commission	12/31/08
Ricky	Arriola		12/31/2006	City Commission	12/31/09
Roger	Abramson		12/31/2004	City Commission	12/31/06
Roymi	Membiela		12/31/2006	City Commission	12/31/09

Applicants	Position/Title	Applicants	Position/Title
Adam Carlin	Senior Portfolio Manager	Barry Chase	Attorney
Bradshaw Lotspeich	Attorney	Brian Eaton	
Bruce Davidson	Attorney	Carol Hoffman (Guzman)	
Chenell Tannure	Theater Education	Cheryl Jacobs	Diriector or Marketing
Christine Weistead		Dana Eber	Artist/Therapist
Daniel Ritthaler	Sales Manager	Donna Bloom	Real Estate Board
Edwin Montalvo		Evelyn Manset	Retired
Gail Harris	Direct/At-Large	George Neary	
Gerald Mitkowsky		Gertrude Arfa	Clerical/Adm.
Gilbert Squires		Gordon Saks	
Greg Scheinman	TV Producer	Jacqueline Lipsky	Museum Curator
James Clearwater	Business Owner	Jane Gilbert-Bernstein	Consultant
Jesse Brody	Manager & Designer	Joy Malakoff	Senior Vice President
Leigh Alvarez	Marketing	Leonid Feldman	Rabbi
Lisa Palley	President/PR/Marketing	Mark Tamis	
Mark Weithorn		Matthew Krieger	Pres. Publisher/Attorney
Monica Plaza		Nancy Wolcott	
Nikos Prantzos	Consultant	Nina Weber Worth	Marketing Consultant
Patty Hernandez		Pavlova Greber	

Board and Committees Current Members

Robert Meltzer	Author	Sage Hoffman	Realtor
Solomon Genet	Associate Attorney	Stanley Worton	MD
Stewart Stewart	Artist	Su Rudy	Designer/Decorator
Sumiko Kuboi		Todd Tautfest	Finance/Real Estate
Tom Schmitt	Artist	Williams Farkas	Art Consultant

Board and Committees Current Members

Miami Beach Florida Sister Cities

Sec. 2-181

Composition:

The Coordinating Council is the governing body of the overall Sister Cities Program. The council shall consist of;
two (2) representatives per Sister City affiliation and ,
four (4) members appointed from the county at large.
The members of the coordinating council shall be residents of the county who are interested in furthering the purpose of the program. Any person interested in furthering the purpose of the program may become a member of an individual sister city committee upon approval by the coordinating council.
To qualify, the person shall present a resume and a letter of interest to the committee chairperson. These members are appointed by the Mayor of the City of Miami Beach for two (2) years. City Liaison: David Dermer

Vacancy:

To replace Dr. David Lehrman	At-large	12/31/2005	Mayor David Dermer
To replace Roberto DaTorre	Almonte, Spain	12/31/2005	Mayor David Dermer
To replace John Gale	Pescara, Italy	12/31/2005	Mayor David Dermer
To replace Ed Boen	Rio deJaneiro, Brazil	12/31/2005	Mayor David Dermer
To replace Daniela Linden-Retkova	Krumlov, Czech Rep.	12/31/2005	Mayor David Dermer
To replace Bruce Singer	Fujisawa, Japan	12/31/2005	Mayor David Dermer
To replace Armando Hernandez	Cozumel, Mexico	12/31/2005	Mayor David Dermer
To replace Racque Vallejo	Krumlov, Czech Rep.	12/31/2004	Mayor David Dermer
To replace Aliza Brenner	Ramat-Gan, Israel	12/31/2005	Mayor David Dermer
To replace Alfredo Rey	Almonte, Spain	12/31/2005	Mayor David Dermer

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Amparo	Vargas	Cozumel, Mexico	12/31/2004	Mayor David Dermer	12/31/07
Bernice	Martinez	At-large	12/31/2005	Mayor David Dermer	12/31/09
Claudia	Dunin	Rio de Janeiro	12/31/2004	Mayor David Dermer	12/31/10
David	Kelsey	At-large	12/31/2004	Mayor David Dermer	12/31/08
George	Safirstein	Santa Marta, Colombia	12/31/2004	Mayor David Dermer	12/31/10
Guillermo	Villar	Ica, Peru	12/31/2004	Mayor David Dermer	12/31/06
Jerrold	Goodman	At-large	12/31/2004	Mayor David Dermer	12/31/06
Nuccio	Nobel	Pescara, Italy	12/31/2004	Mayor David Dermer	12/31/07
Rony	Curvelo	Journalist	12/31/2005	Mayor David Dermer	12/31/10
Salomon	Yuken	Ica, Peru	12/31/2004	Mayor David Dermer	12/31/06
Stephanie	Trinidad	Fujisawa, Japan	12/31/2004	Mayor David Dermer	12/31/08
Steven	Haas	Ramat-Gan, Israel	12/31/2004	Mayor David Dermer	12/31/07

Board and Committees Current Members

Applicants	Position/Title	Applicants	Position/Title
Art Santucci	At-large	Carla Datorre	
Francoise Perez		Luis Giraldo-De la hoz	
Rony Curvelo	international relations	Sage Hoffman	Realtor
Sergio Vilhena	Rio De Janeiro, Brazil (1996)	Steven Haas	Ramat-gan, Israel (1971)
Sumiko Kuboi			

Board and Committees Current Members

Normandy Shores Local Gov. Neighborhood Impv.

Sec 42

Composition:

The Advisory Council shall be appointed by the Board of Directors (City Commission) and composed of three members of the Executive Committee of the Normandy Shores Homeowner Association. On behalf of the Board of Directors, the City Clerk shall solicit from the Executive Committee the eligibity list of its members for appointment consideration. The Advisory Council shall be composed of the three members of the Executive Committee of the Normandy Shores Homeowners Association as per Resolution No. 97-22449 adopted July 2, 1997.

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Dick	Yousoufian		12/31/2005	City Commission	12/31/07
Michael	Schwartz		12/31/2005	City Commission	12/31/07
Raquel	Fuentes		12/31/2005	City Commission	12/31/07

Board and Committees Current Members

Oversight Committee for General Obligation Bond

Sec. 2-190.126

Composition:

Thirteen (13) members consisting of two (2) residents from the following areas:
1) North Beach;
2) Middle Beach;
3) South Beach;
4) one (1) member from each of the following organizations:
the Budget Advisory Committee,
the Planning Board,
the Chamber of Commerce,
the Transportation and Parking Committee,
the Community Development Advisory Committee (who shall be a voting member),
one from the Historic Preservation Board (who shall be a voting member),
one (1) MEMBER FROM THE CITY COMMISSION.
City Liaison: Bob Middaugh

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Amy	Rabin	Middle Beach	12/31/2005	City Commission	12/31/05
Frank	Del Vecchio	South Beach	12/31/2005	City Commission	12/31/05
Michael	Rotbart	North Beach	12/31/2005	City Commission	12/31/05
Roberto	Sanchez	North Beach	12/31/2004	City Commission	12/31/05
Scott	Needelman	South Beach	12/31/2004	City Commission	12/31/08
Sherri	Krassner	Middle Beach	12/31/2004	City Commission	12/31/06

	ex-officio member of Transporation and Pkg.
Jean-Francois LeJeun	Member of the Planning Board)
Jeryl (Deede) Weithor	Budget Advisory Comm.
Leonard Wien, Jr.	Chamber of Commerce
Mayor David Dermer	Member from City Commission
Mijel Brazlavsky	(voting member of the CDAC)
Mitch Novick	(voting member of the Historic Pres. Bd)

Applicants	Position/Title	Applicants	Position/Title
Carl Linder	Attorney/South Beach	Charles Burkett	Middle Beach
Gertrude Arfa	Clerical/Adm./Middle Beach	Judy Gelber	North Beach
Marc Gidney		Martin Wasserman	Attorney
Melissa Lorber	South Beach	Michael Francis	

Board and Committees Current Members

Parks and Recreational Facilities Board

Sec. 2-171

Composition:

The board shall be comprised of ten (10) members.
Seven (7) direct appointments made by the mayor and each commissioner.
The chairperson of the following boards/committees or their designees shall serve as nonvoting ex-officio members of the Parks and Recreational Facilities Board:

1) Beautification Committee,
2) Golf Advisory Committee, and
3) Youth Center Advisory Board (See Beach Preservation, ex-officio member.)

Members of the board shall demonstrate interest in the City's Parks and Recreational Facilities and programs through their own participation or the participation of a member of their immediate family.
City Liaison: Kevin Smith

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Barbara	Gelber		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/05
Barbara	Herskowitz		12/31/2004	Commissioner Matti H. Bower	12/31/05
Gary	Heffner		12/31/2004	Mayor David Dermer	12/31/05
Jay	Scharer		12/31/2004	Commissioner Simon Cruz	12/31/10
Michael	Rosenbaum		12/31/2005	Commissioner Jose Smith	12/31/11
Patricia	MacIsaac		12/31/2005	Commissioner Saul Gross	12/31/09
Renae	Meltzer		12/31/2005	Commissioner Richard L. Steinberg	12/31/09
		ex-officio member of the Youth Ctr. Adv. Board			
		ex-officio member Golf Advisory Committee			
Helene Owen		ex-officio member of the Beautification Committee			

Applicants	Position/Title	Applicants	Position/Title
Amy Agnoli	Attorney	Barry Stein	Attorney
Brian Judge	Mortgage Banker	Bryon Richard	
Francoise Perez		Jonathan Beloff	
Joseph Villari		Karen Susman	
Marie Towers		Peter Page	
Robert Wilder	Attorney	Rolando Rodriguez	
Ron Hirschel		Sheila Duffy-Lehrman	TV/Film
Stanley Worton	MD	Steve Lawrence Waserstein	

Board and Committees Current Members

Personnel Board

Sec. 2-190.66

Composition:

Ten (10) members appointed by a 5/7 vote.
Six (6) of which shalll be citizens of Miami Beach not in the employment of the city, each having a different vocation;
and three (3) regular employees of the City of Miami Beach, to be elected by the probationary and regular employees of the city and who shall be elected from the employees of regular status in the respective groups:

Group I shall consist of the employees of the Police Department, Fire Department and Beach Patrol Department,
Group II shall consist of employees who are in clerical and executive positions,
Group III shall consist of all other employees,

The Personnel Director is a non-voting member.
City Liaison: Mayra Buttacavoli

Vacancy:

To replace Eric Lamperstein	12/31/2005	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Amy	Perry		12/31/2004	City Commission	12/31/09
Diane	Downs		12/31/2004	City Commission	12/31/09
Jack	Bernstein		12/31/2005	City Commission	12/31/06
Orlando	Alvarez, Jr.		12/31/2005	City Commission	12/31/07
Rosalie	Pincus		12/31/2004	City Commission	12/31/05
Jimmy Newton		elected 7/31/03 - exp. 7/31/06 Group III			
Newell Wilder		re-elected 6/18/02 exp. 7/31/05 group I			
Patricia Becerra		re-elected 7/27/01 - exp. 7/31/04 Group II			
T.C. Adderly		Human Resources Director			

Applicants	Position/Title	Applicants	Position/Title
Barbara Woolverton	Human Resources Director	David Alschuler	Attorney
Jo Asmundsson		Lee Spiegelman	

Board and Committees Current Members

Planning Board

Sec. 118-51

Composition:

Two (2) year term. Appointed by a minimum of 4 votes.
Seven (7) regular voting members. The voting members shall have considerable experience in general business, land development, land development practices or land use issues.
The board shall at a minimum be comprised of:
one registered architect,
one developer,
one attorney who has considerable experience in land use and zoning issues,
and one person who has education and/or experience in historic preservation issues.
City Liaison: Mercedes Lamazares.

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Carlos	Capote	General Business	12/31/2004	City Commission	12/31/04
Jean-Francois	LeJeune	Architect	12/31/2004	City Commission	12/31/04
Jerry	Libbin	General Business	12/31/2005	City Commission	12/31/07
Joy	Malakoff	Historic Pres.	12/31/2005	City Commission	12/31/09
Pablo	Cejas Jr.	Developer	12/31/2005	City Commission	12/31/08
Theodore	Berman	General Business	12/31/2005	City Commission	12/31/09
Victor	Diaz	Attorney	12/31/2005	City Commission	12/31/06

Applicants	Position/Title	Applicants	Position/Title
Alex David	Vice-President of Planning Group	Alfredo Sanchez	Architect/Partner
Amy Agnoli	Attorney	Anthony Guerra	
Bernie Navarro	Finance/Business	Brian Eaton	
Brian Judge	Mortgage Banker	Colleen Martin	Attorney
Frank Anmirata	Certified General Contractor	Frank Kruszewski	
Gary Knight		Gilbert Squires	
Gustavo Dezendegui	Attorney	Jack Bernstein	Real Estate
Jason Hagopian	Architect	Jason Loeb	Real Estate/Retail
Joe Fontana	Retired	Joshua Levy	Law Partner
Lazaro Martinez	Real Estate Broker	Lee Spiegelman	
Leonora Rodriguez-Chomat	Teacher	Louis Martinez	
Mark Muhlrad	Real Estate Broker	Michael Gongora	Attorney
Minette Benson	Knowledge in planning process	Rafael Suarez-Rivas	Attorney
Steve Lawrence Waserstein		Steven Kozlowski	
Ted Baker		Theresa D'Amico	Interior Designer
William Gonzalez			

Board and Committees Current Members

Police Citizens Relations Committee

Sec. 2-190.36

Composition:

The committee shall consist of seventeen (17) members,
fourteen (14) of whom shall be voting members.
The members shall be direct appointments with the Mayor and City Commissioners, each making two (2) individual appointments.
One (1) non-voting ex-officio member shall be from the non-administrative personnel of the police department selected by a majority vote of the non administrative personnel.
Two (2) additional non-voting ex-officio members shall be the police chief (or a designee) and the city attorney (or a designee).
The chairperson of the committee or his/her designee shall serve as a non-voting ex-officio member of the Community Relations Board.
The Police/Citizen Relations Committee shall be assigned to the Police Department.

Recommendations for appointment to all voting and non-voting membership selected by the Mayor and Commission shall be obtained from;
the Spanish American League Against Discrimination (S.A.L.A.D.); the League of United Latin American Citizens (L.U.L.A.,C.]; The Anti-Defamation League, (A.D.L.);
The Dade ActionPac; the National Association for the Advancement of Colored People (NAACPA);
the League of Women's Voters,
and any other organizations deemed appropriate.
The voting members of the committee shall have knowledge of and interest in Police Community Relations and their impact on the City of Miami Beach.
City Liaison: Chief Donald Delucca

Vacancy:

To replace Rachel Umlas	12/31/2005	Commissioner Luis R. Garcia, Jr.
To replace Claire Warren	12/31/2005	Commissioner Matti H. Bower

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Brad	Krassner		12/31/2004	Commissioner Saul Gross	12/31/10
Carl	Zablotny		12/31/2005	Mayor David Dermer	12/31/09
Faye	Goldin		12/31/2005	Commissioner Matti H. Bower	12/31/10
Frank	Kruszewski		12/31/2005	Commissioner Jose Smith	12/31/09
Hans	Bratt		12/31/2005	Commissioner Simon Cruz	12/31/10
Jonathan	Beloff		12/31/2004	Commissioner Richard L. Steinberg	12/31/10
Kathy	Wolfarth		12/31/2004	Commissioner Richard L. Steinberg	12/31/08
Luis	Norda		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/05
Michael	Finesilver	Attorney	12/31/2005	Mayor David Dermer	12/31/05
Micky	Ross		12/31/2004	Commissioner Jose Smith	12/31/09
Regina	Suarez		12/31/2004	Commissioner Saul Gross	12/31/09
Sharon	Kersten		12/31/2004	Commissioner Simon Cruz	12/31/07
Alan Weisberg	City Attorney designee				

Board and Committees Current Members

Dennis Ward	Non-adm. Personnel of the PD
Donald DeLucca	Police Chief

Applicants	Position/Title	Applicants	Position/Title
Carla Datorre		Grace Mallah	
Joe Pallant		Jose Heres	
Joseph Posnick		Maria Guitian	Attorney
Michael Alvarez	Marketing/Personnel	Michael Rosenbaum	
Natascia Ayers Deshayes		Nick Pietrocarlo	
Philip De La Roza		Phillip Hudson III	
Rosalie Pincus	College Counselor	Shelly Bell	
Todd Tautfest	Finance/Real Estate		

Board and Committees Current Members

Production Industry Council

Sec. 2-71

Composition:

The council shall consist of seven (7) voting members, the Mayor and each Commissioner shall make one direct appointment.
All regular members shall have knowledge of the fashion, film, new media, production, television and or recording industries of the city.
Each of the six (6) industries shall be represented by at least one member, but no more than three (3) members, who are directly involved with that industry.
City Liaison: Dennis Leyva

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Cristina	LaBuzetta	Production	12/31/2005	Commissioner Matti H. Bower	12/31/11
Lisa	Cole	Public Relations	12/31/2004	Commissioner Saul Gross	12/31/08
Nikos	Prantzos	Production	12/31/2004	Mayor David Dermer	12/31/09
Pamela	Gardiner	At-Large	12/31/2004	Commissioner Richard L. Steinberg	12/31/05
Sheila	Duffy-Lehrman	Television/Film	12/31/2005	Commissioner Simon Cruz	12/31/09
Tammy	Green	Fashion	12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/07
Totty	Saizarbitoria	Music	12/31/2005	Commissioner Jose Smith	12/31/07

Applicants	Position/Title	Applicants	Position/Title
David Doepel	Production	Greg Scheinman	TV Producer
Jeremy Finer	Hospitality Management	Keith Hartley	
Mark Muhlrad	Real Estate Broker	Michel Vega	Entertainment Industry

Board and Committees Current Members

Public Safety Advisory Committee

2002-24765

Composition:

The Committee shalll be constituted for a period of one (1) year with the Commission opting to extend this period at the conclusion of the one (1) year in which the Committee has met.
The committee shall composed of;
seven (7) members who shall be direct appointees by the Mayor and City Commissioners.
Each member shall be a resident or a representative or member of the business community.
The Committee will act as policy advisers in the area of community and public safety for both the City Commission and the Administration.
City Liaisons: Chief Don DeLucca and Chief Floyd Jordan.

Vacancy:

To replace Tony Rodriguez	12/31/2005	Commissioner Luis R. Garcia, Jr.
To replace Bruce Reich	12/31/2005	Mayor David Dermer

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Frank	Schwartz		12/31/2005	Commissioner Richard L. Steinberg	12/31/10
Jose	Manzanares		12/31/2004	Commissioner Simon Cruz	12/31/10
Manuel	Diaz, Jr.		12/31/2004	Commissioner Matti H. Bower	12/31/09
Mark	Weithorn		12/31/2005	Commissioner Saul Gross	12/31/09
Ronald	Rosenbaum		12/31/2005	Commissioner Jose Smith	12/31/11

Applicants	Position/Title	Applicants	Position/Title
Jane Vasiliou		Raul Gorfinkel	
Vincent DeLoach	Realtor		

Board and Committees Current Members

Safety Committee

Sec. 2-176

Composition:

Committee consists of fourteen (14) members who shall be direct appointments, two (2) appointments shall be made by the Mayor and each Commissioner.
The members shall have knowledge of and interest in the safety of the citizens of the city. City Liaison: Ron Caplan

Vacancy:

To replace Phillip Hudson	12/31/2004	Commissioner Simon Cruz
To replace Alfredo Sanchez	12/31/2004	Commissioner Matti H. Bower
To replace Ginny Simon	12/31/2004	Commissioner Saul Gross
To replace Manuel Warszavski	12/31/2005	Mayor David Dermer

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Antonio	Purrinos		12/31/2005	Commissioner Simon Cruz	12/31/08
Benjamin	Brody		12/31/2005	Commissioner Matti H. Bower	12/31/08
Carla	Datorre		12/31/2005	Commissioner Richard L. Steinberg	12/31/09
Daniel	Vaisman		12/31/2005	Commissioner Jose Smith	12/31/09
Eugenio	Martinez		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/09
Gertrude	Arfa		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/09
Mitchell	Korus		12/31/2005	Commissioner Saul Gross	12/31/09
Samantha	Bratter		12/31/2005	Commissioner Richard L. Steinberg	12/31/11
Silvia	Rotbart		12/31/2004	Commissioner Jose Smith	12/31/08
Sixto	Sierra		12/31/2004	Mayor David Dermer	12/31/09

Applicants	Position/Title	Applicants	Position/Title
Barry Stein	Attorney	Craig Berko	Chiropractor/Physician
Edward Barberio		Frank Schwartz	
Jose Heres		Jose Manzanares	
Luciano "Lucky" Llanos		Manuel Diaz, Jr.	
Marc Lichtman		Mark Weithorn	
Robin Lea		Zeiven Beitchman	Phsycologist

Board and Committees Current Members

Transportation and Parking Committee

Sec. 2-190.91

Composition:

Committee shall consist of nineteen (19) members.
The Mayor and City Commissioners shall each make one (1) appointment, with the other members of the committee to be composed of members from the following community organizations, each of which must designate a permanent coordinating representative:

1) Miami Beach Chamber of Commerce's Transportation and Parking Committee,
2) Miami Beach Development Corporation,
3) Ocean Dr. Association,
4) Washington Ave Task Force,
5) Miami Design Preservation League,
6) North Beach Development Corporation,
7) Mid-Beach Community Association,
8) South Pointe Adv. Board to the Red. Agency, (dissolved by RDA Res. No. 443-2003.
9) Lincoln Rd Marketing, Inc.,
10) Miami Beach Transportation Management Assoc.
11) Miami Beach Convention Center/TOPA (SMG); and
12) Middle Beach Partnership, Inc. d/b/a 41st Street-Middle Beach Partnership.

A member of the City administration, the City of Miami Beach Parking Director, and Transportation Coordinator shall serve as non-voting ex-officio members.
On an annual basis, the members of the committee shall elect a chairman and such other officers as may be deemed necessary or desirable, who shall serve at the will of the committee.
The members of the voting committee shall have knowledge of and interest in Transportation and Parking and their impact on the City of Miami Beach.
The members of the board shall be officially designated by their respective organization, and letters certifying that designation shall be forwarded to the Miami Beach City Clerk.
City Liaison: Saul Frances

Vacancy:

To replace Tamra Sheffman	12/31/2005	Commissioner Luis R. Garcia, Jr.

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Alan	Fishman		12/31/2005	Commissioner Richard L. Steinberg	12/31/10
Maria	Saboya		12/31/2004	Commissioner Matti H. Bower	12/31/11
Minette	Benson		12/31/2004	Commissioner Jose Smith	12/31/08
Ron	Bernesky		12/31/2005	Commissioner Simon Cruz	12/31/10
Stephen	Nostrand		12/31/2005	Commissioner Saul Gross	12/31/07
Steven	Kozlowski		12/31/2004	Mayor David Dermer	12/31/10
		Rep. for Washington Ave. Task Force ex-officio member of City Administration			
Delvin Fruit		Rep. Middle Beach Home Owner's Assoc. - 12/31/03			
Erika Brigham		Rep. MDPL - 12/31/03			
Gerald Schwartz		Rep. For MBCC 12/31/04			
Howie Gross		Rep. For NBDC 12/31/03			
Jeffrey Bradley		Rep. for MBCDC 12/31/04			

Board and Committees Current Members

Judy Evans	Rep. For MBTA 12/31/03
Marlo Courtney	Rep. For the Ocean Dr. Imp. Assoc. 12/31/2004
Martin Hyman	Rep. For Middle Beach Partnership 12/31/2003
Robert Warren	Rep. Lincoln Road Marketing Assoc. 12/31/03
Saul Frances	ex-officio, Parking Director
Steve Clark	Rep. For the MB Conv. Ctr./TOPA (SMG) 12/31/03

Applicants	Position/Title	Applicants	Position/Title
Bernice Martinez		Cesar Garcia-Pons	
Eric Lampinstein	Chiropractor	Esther Amador	
Francoise Perez		Frank Kruszewski	
Harriet Feuerman		Judith Berson-Levinson	Designer/Real Estate
Kenneth Carsto		Laurence Schatz	Senior Vice-President
Mitchell Korus	Realtor	Nikos Prantzos	Consultant
Roymi Membiela		Stanley Worton	MD
Su Rudy	Designer/Decorator	Zeiven Beitchman	Phsycologist

Board and Committees Current Members

Visitor and Convention Authority

Sec. 102-246

Composition:

Two (2) year term. Appointed by a minimum of 4 votes.
Seven (7) member who shall be permanent residents of Miami-Dade County.
The seven (7) members of the authority shall be representative of the community as follows:
1) Not less than two (2) nor more than three (3) members shall be representative of the hotel industry;
2) and the remaining members none of whom shall be representative of the hotel industry, shall represent the community at-large. Any member of the authority or employee therefore violating or failing to comply with provisions of this article shall be deem to have vacated his office or position.
City Liaison: Grisette Roque.

Vacancy:

To replace Orlando Velazquez	Hotel Industry	12/31/2005	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Elsie	Howard	At-Large	12/31/2004	City Commission	12/31/04
Jeff	Lehman	Hotel Industry	12/31/2004	City Commission	12/31/05
Leslie	Zigel	Attorney	12/31/2005	City Commission	12/31/06
Melanie	Muss	Hotel Industry	12/31/2005	City Commission	12/31/09
Stephen	Hertz	At-Large	12/31/2005	City Commission	12/31/07
Steven	Haas	General Manager	12/31/2004	City Commission	12/31/08

Applicants	Position/Title	Applicants	Position/Title
		Alberto Rodriguez	
Anthony Guerra		Barbara Gillman	General Business/Art Galley
Diane Star Heller	Teacher	Gerald Mitkowsky	
Gustavo Dezendegui	Attorney	Harriet Feuerman	
Henri Spiegel	Attorney	Jose Manzanares	
Ken Nunamaker		Lourdes Alfonso	
Matthew Krieger	Pres. Publisher/Attorney	Michael Francis	
Mitchell Korus	General Business/Real Estate	Shelly Bell	
Stanley Shapiro		Vincent DeLoach	Realtor

Board and Committees Current Members

Youth Center Advisory Board

Sec. 2-186

Composition:

The board shall consist of ten (10) members,
seven (7) of whom shall be voting members affiliated with the Scott Rakow Youth Center. Two (2) student resident users of the facility shall serve as non-voting ex-officio members; one (1) of these student users must attend a middle school, and the other must attend a high school.
The director of the office of children's affairs shall serve as a non-voting ex-officio member. The chairperson of the Youth Center Advisory Board or his designee shall serve as a non-voting, ex-officio member of the Recreational Centers and Parks Facilities Board, to be renamed the Parks and Recreational Facilities Board.
City Liaison: Ellen Vargas

Vacancy:

To replace (Atara) Eig	12/31/2005	Commissioner Simon Cruz
To replace Amy Agnoli	12/31/2005	Commissioner Saul Gross
To replace Luis Salom	12/31/2004	Commissioner Luis R. Garcia, Jr.

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Dennis	Bruce		12/31/2005	Commissioner Matti H. Bower	12/31/09
Ellen	Peterson		12/31/2004	Commissioner Richard L. Steinberg	12/31/08
Lisa	Austin		12/31/2004	Mayor David Dermer	12/31/06
Moni	Cohen		12/31/2005	Commissioner Jose Smith	12/31/08
		ex-officio student res. of a (High School)			
		ex-officio student res. of a (Middle School)			
Maria Ruiz		ex-officio Dir. of Children's Affairs			

Applicants	Position/Title	Applicants	Position/Title
Carl Linder	Attorney	Eliana Poveda-Stone	
Laura (Atara) Eig		Leslie Rosenfeld	

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: March 17, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **GENERAL OBLIGATION BOND OVERSIGHT COMMITTEE**

Pursuant to City Code Section **2-190.127**, "The Mayor and City Commission hereby establish a general obligation bond oversight committee **a)** comprised of two residents from the North Beach area, two residents from the Middle Beach area, two residents from the South Beach area, one member from the budget advisory committee, one member from the planning board, one member from the chamber of commerce, one member from the parking and transportation committee, one member from the community development advisory committee, one member from the city's historic preservation board and one member from the city commission for the purposes of providing guidance and assurance that the proposed general obligation bond funded projects are implemented in accordance with the project list approved by the mayor and city commission pursuant to Resolution Nos. 99-23299, 99-23300 and 99-23301 adopted on September 17, 1999, as the same may be amended from time to time, and **b)** said appointments to be made by the city commission."

Subsection "b" states that the City Commission will appointment members to the General Obligation Bond Oversight Committee, including the appointment recommended by each of the following Boards or Committees: Budget Advisory Committee, Planning Board, Chamber of Commerce, Parking and Transportation Committee, Community Development Advisory Committee, and Historic Preservation Board.

The Transportation and Parking Committee, which is represented in the General Obligation Bond Oversight Committee, has selected their representative. Pursuant to City Code Section **2-190.127(b),** the City Commission is the appointing body and the following recommendations are submitted for appointment consideration.

Parking and Transportation Committee – Steven Kozlowski

JMG/REP
Attachment
T:\AGENDA\2004\Mar1704\Regular\Go Bond Oversight Committee-parking.doc

Agenda Item R9A1
Date 3-17-04

TRANSPORTATION & PARKING COMMITTEE
CITY OF MIAMI BEACH, FL

CURRENT MEMBERS

S. NOSTRAND
CHAIR
M. HYMAN
CO-CHAIR

M. BENSON
J. BRADLEY
R. BRENESKY
E. BRIGHAM
S. CLARK
M. COURTNEY
G. DORIA
J. EVANS
A. FISHMAN
D. FRUIT
H. GROSS
S. KOZLOWSKI
T. SHEFFMAN
R. WARREN

PAST MEMBERS

M. ALVAREZ
D. ARONSON
R. CRUZ
M. CURI
D. CYRUS
N. FRITZ
C. GARCIA-PONS
A. GONZALEZ
D. HABER
M. HAMMON
A. LLERANDI
J. LONDON
L. POLANSKY
R. ROBINSON
A. RODRIGUEZ
H. RUBIN
J. SCHARER
R. STEINBERG
M. THOMPSON
J. TOBER
E. WEISBURD
B. ZAID

STAFF LIAISON

S. FRANCES

March 3, 2004

RECEIVED
04 MAR -9 PM 1:56
CITY CLERK'S OFFICE

Mr. Robert Parcher
City Clerk
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

RE: Steven Kozlowski
General Obligation Bond for Oversight Committee - Transportation and Parking Committee Appointment

Dear Mr. Parcher:

This letter will confirm that at our March 1, 2004 monthly meeting, the Transportation & Parking Committee nominated (and endorsed) Steven Kozlowski as our representative to the GO Bond Oversight Committee due to the absence created by Gary Knight, former TPC member, who is now a member of the Design Review Board.

If you have any questions, please call me at 305-520-2506.

Sincerely,

for

Steve Nostrand, Chair
Transportation & Parking Committee

SN/vk

cc: Christina Cuervo, Assistant City Manager
Saul Frances, Parking Director
Transportation & Parking Committee

F:\KOZLOWSKI-GOBOND.doc

R9 - New Business and Commission Requests

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

AGENDA ITEM R9B1+2
DATE 3-17-04

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RECEIVED
04 FEB 20 PM 3:40
CITY MANAGER'S OFFICE

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: LUIS R. GARCIA JR.
COMMISSIONER

DATE: FEBRUARY 19, 2004

RE: AGENDA ITEM

It has come to my attention that the wife and child of our late co-worker and friend Mr. Joseph Johnson are in financial distress. Subsequently, I am requesting to place a discussion item at the February 25th Commission regarding the implementation of a trust fund through sick time donations for his child.

Thank you.

Agenda Item R9C
Date 3-17-04

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R9D Discussion Regarding Possible Settlement Of M/A-Com, Inc. V. City Of Miami Beach And Motorola, Inc., Case No. 03-10254 CA 15, 11th Jud. Circuit Court; 3DCA Case No. 3D03-3235 And 3DCA Case No. 3D04-298, Third District Court Of Appeal Of Florida.

(City Attorney's Office)

(Documents in Legal to be Submitted)

AGENDA ITEM R9D
DATE 3-17-04

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c: CMC
Bob
LC

RECEIVED
04 MAR 11 AM 10:44
CITY MANAGER'S OFFICE

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: DAVID DERMER
MAYOR

DATE: MARCH 11, 2004

RE: **AGENDA ITEM**

****

Please place on the March 17, 2004 City Commission agenda for presentation and discussion the Final Report on the Mayor's Blue Ribbon Panel on Structural Integrity of Historic Buildings.

Attachment

Agenda Item R9E
Date 3-17-04

FINAL REPORT

MAYOR'S BLUE RIBBON PANEL
ON
STRUCTURAL INTEGRITY OF BUILDINGS

For Presentation to the Miami Beach Mayor and Commissioners on March 17, 2004 during a regularly scheduled Miami Beach City Commission Meeting.

Mayor: David Dermer
Commissioners:
Matti Bower
Simon Cruz
Luis Garcia Jr.
Saul Gross
Jose Smith
Richard Steinberg

****

APPROVED UNANIMOUSLY BY THE MAYOR'S BLUE RIBBON PANEL ON STRUCTURAL INTEGRITY OF BUILDINGS ON MARCH 2, 2004

****

Panel Members:
Ted Berman
Pablo Cejas
Arnold Goldman
Herb Gopman
Mike Kinerk
Steve Levinson
Mitch Novick (Chair)
Scott Robins
Manuel Taracido
Marjorie J. Weber

MAYOR'S BLUE RIBBON PANEL
ON
STRUCTURAL INTEGRITY OF BUILDINGS

Miami Beach, Florida
March 17, 2004

Panel:

Ted Berman	Steve Levinson
Pablo Cejas	Mitch Novick (Chair)
Arnold Goldman	Scott Robins
Herb Gopman	Manuel Taracido
Mike Kinerk	Marjorie J. Weber

Dear Mayor and Commissioners:

I am enclosing the Final Report of the Blue Ribbon Panel on the Structural Integrity of Buildings which was approved unanimously by the panel on March 2, 2004.

The Blue Ribbon Panel on the Structural Integrity of Buildings was created to investigate the ongoing problem of demolition of historic structures on Miami Beach and to make recommendations about how the City can solve this problem. Public safety and historic preservation was our paramount concern when addressing the deterioration of historic buildings in our City.

Attached to the Final Report is a proposed ordinance modifying the building recertification process. As a matter of public safety, we are requesting prompt approval. The Final Report also addresses significant issues concerning the City's land development regulations urging the enforcement of current minimum maintenance standards to avoid demolition by neglect and advocating mandatory replication of nonconforming historic (contributing) buildings. City staff has brought to the panel's attention their concern as to whether the current regulations addressed in our report should be amended to be more amenable to enforcement.

A special thanks for the sincere effort of the hard working staff, especially, Phil Azan, Mohammed Partovi, Jeri Goodkin, George Gomez, William Cary, and Tom Mooney, whose research, insight, and time devoted to the panel is especially appreciated.

Respectfully submitted,

Mitch Novick
Chair

INDEX TO FINAL REPORT
MAYOR'S BLUE RIBBON PANEL
ON STRUCTURAL INTEGRITY OF BUILDINGS

Cover Letter from Panel Chair.....i

Final Report

Introduction..... 1

Demolition by Neglect..... 1

Remedy for Vacant Buildings under Miami Beach Land Development Regulations..... 2

Maintain a Data Base of Vacant Historic Buildings..... 2

Regular Visual Inspections of Vacant Buildings Needed..... 2

Inspection Reports and Need for Further Enforcement..... 3

Historic Nonconforming Buildings..... 3

Amendment to Nonconforming Buildings Regulations Needed..... 3

Require Replication of Historic (Contributing) Buildings..... 4

Replication Defined..... 4

Maintain a Data Base of Oversized and Underdeveloped Buildings..... 5

Evaluation of Older Buildings: Modified Recertification Process..... 5

Conclusion..... 5

Supporting Documents

"Evaluation of Older Buildings" with "Minimum Inspection Procedural Guidelines for Building Structural Recertification"

- An ordinance (with guidelines) modifying the recertification process unanimously recommended by Blue Ribbon Panel

Current Section 118-532 Miami Beach Land Development Regulations includes current demolition by neglect language and minimum maintenance standards

Current Section 118-395 Miami Beach Land Development Regulations includes current regulations for destruction and repair of nonconforming buildings

Proposed Ordinance Concerning Nonconforming Buildings
2003 proposal REVISED Section 118-395 approved by Historic Preservation Board

FINAL REPORT
MAYOR'S BLUE RIBBON PANEL
ON STRUCTURAL INTEGRITY OF BUILDINGS

Introduction

The Mayor's Blue Ribbon panel on the Structural Integrity of Buildings was appointed to investigate the ongoing problem of demolition of historic structures in Miami Beach and to make recommendations about how the City can solve this problem. During his 2003 State of the City address, Mayor Dermer directed the panel to investigate three fundamental problems:

1. We need to find a better way to monitor our buildings to determine which buildings are becoming structurally unsafe before they become a threat to the safety of the public so that repairs begin before demolition becomes necessary.

2. We need to find a way to protect our historic structures from deterioration and to determine what incentives must be given to property owners to assure that our historic heritage is protected.

3. We need to assure property owners that, if they take reasonable and responsible steps to preserve their property, they will not be penalized for their good faith efforts to replicate and restore structures.

Demolition by Neglect

The panel reviewed nine case studies of buildings that have been demolished because of unsafe conditions. With one exception, all were vacant for extended periods. Some were also vacant due to long construction schedules. We have tried to determine whether additional legislation is necessary to avoid extended periods of non-use, a factor that appears to be tied to extended neglect of those properties and their eventual demolition due to deterioration of their structural integrity. We found that there is adequate legislation in the City Code: Minimum Maintenance Standards, Section 118-532(g) Miami Beach Land Development Regulations which was carefully crafted to prevent demolition by neglect. We found in most cases in which an emergency demolition order was issued, the City failed to enforce this crucial section of the code requiring minimum maintenance standards.

Remedy for Vacant Buildings under Miami Beach Land Development Regulations

Under Section 118-532(g) (4) Miami Beach Land Development Regulations, buildings proposed to be vacated or closed for a period of four weeks or more require a certificate of appropriateness approval and a building permit to seal and secure. The City has not enforced this provision of the code. There is no record where the City has compelled any owner of vacant property to proceed through this process. This is a failing that must be corrected. Through the use of the services of code compliance, the knowledge of the planning department, the inspection capacities of the building department, and the enforcement of the legal department, this failure should stop. This panel recommends to the Mayor and Commission, under the guidance of the City Manager, that a task force of City officials be created to assure that each of these departments determines its respective duties under the code to insure the City that no additional buildings slip through the cracks. We request these departments specify the manpower needed to tackle this issue and for the Mayor and Commission to allocate funding for this process. Otherwise, this problem will not be given the attention needed to assure that there will be compliance with the Minimum Maintenance Standards under the Historic Preservation Board Review of Projects.

Maintain a Data Base of Vacant Historic Buildings

Additionally, to assure compliance with the regulations, this City has the responsibility to maintain a data base of vacant historic buildings and the need to assure that on a regular basis these buildings are inspected and reevaluated. If at anytime during the vacancy, the property should fail to comply with the minimum maintenance standards and fall into "a state disrepair constituting demolition by neglect" the City needs to take action to "ensure the protection of public safety and the stabilization and preservation of the architectural integrity of the building and structure." Section 118-532 (g) (4) Miami Beach Land Development Regulations.. This is what the regulations require and it is the duty of City management to assure enforcement of the regulations. Without a data base of vacant properties and a heightened level of awareness that these buildings are at risk, the regulations and their application will also fall through the cracks.

Regular Visual Inspections of Vacant Buildings Needed

We need to find a better process for monitoring our buildings to determine which buildings are becoming structurally unsafe. The intent of the regulation, Minimum Maintenance Standards Section 118-532 (g), is to preserve property

from deliberate or inadvertent neglect. Regular visual inspections of buildings must be implemented. Prompt notice followed by corrective action is required under the code. After a 48-hour notice to a property owner of intent to inspect, the code allows the "planning director or designee, or the City's building official or designee" the right of entry onto a property. The legal department must have adequate support from the City to take appropriate legal action to back up the code. If a property owner refuses to allow City officials to conduct an inspection, the City may file an appropriate action compelling the property owner to allow City officials access. This process must be used if we want to deter property owners from neglect of their property.

Inspection Reports and Need for Further Enforcement

Under the Minimum Maintenance Standards, upon completion of inspection during this process, a report of findings, as well as required remedial action to any violation, are to be noticed to property owner. If within 30 days or within such time deemed appropriate, a reasonable time, a property owner fails to take remedial and/or corrective action, the City may, at the expense of the owner, file an action seeking an injunction compelling the owner to take remedial and/or corrective action. This City needs to provide adequate funding of the various departments to allow strict enforcement of the regulations. Without this funding and the clear directives of the Commission and its management, the regulations will be ignored and buildings will continue to deteriorate. The current regulations allow the City to impose civil penalties in the form of liens, and foreclosure proceedings may be instituted for non-compliance. Until now, the City has not taken the steps to impose liens and foreclose and not taken other affirmative action allowed under its regulations. It is time for this City to make a decision as to whether its regulations will be enforced. If not, the integrity of the historic districts are at risk.

Historic Nonconforming Buildings

The next issue concerns preservation of historic nonconforming buildings. Within the City there exist contributing and/or historic buildings which do not conform to current regulations. Some are either oversized or undersized. Examples of oversized buildings are the Blackstone, The Charles, Wolfsonian, Shep Davis, Tides, Alamac, Old City Hall, and the Dempsey Vanderbilt. Some undersized buildings which have been ordered demolished are 928 Pennsylvania and 945 Jefferson.

Amendment to Nonconforming Buildings Regulations Needed

An amendment to the current regulations for nonconforming buildings has been in process for over a year. The amendment was approved by the Historic Preservation Board but the Planning Board has not finished reviewing the amendment and providing its advice to the Commission. This amendment addresses some of the issues as to when a historic building is demolished, what remedies are available when the original historic building had no longer been in compliance with land development regulations such as Floor Area Ratio (FAR), setbacks, and heights. This panel feels that the amendments are a good start to develop legislation that would encourage maintaining the historic fabric of our historic districts by allowing replication of structures that had been ordered removed by the City. Denial of replication of a nonconforming structure impacts the as built character of the neighborhood.

Require Replication of Historic (Contributing) Buildings

The panel believes that the nonconforming building regulation, (as well as all related regulations) should be amended to require replication of historic (contributing) buildings under all circumstances. (Replication is defined below.) The owner should have the burden to show compliance with the City ordinance minimum maintenance standards and, thereby, has not caused demolition by neglect. The regulations should be amended to require that owners who comply are exempted from the parking requirements and those who have not complied with the City's minimum maintenance standards must comply with parking requirements by providing on site or off site facilities, or by paying impact fees; this will provide an incentive to owners to maintain their buildings and deny incentive to allowing demolition by neglect. If these incentives or disincentives are on the books and enforced, and the City likewise enforces the minimum maintenance standards, owners would most likely be more inclined to comply with the law and avoid demolition by neglect.

Any amendment to the code should require that if there is more parking in the replicated building then in the demolished building, then that parking should be included in the FAR calculations.

For undersized FAR sites, replication is also required. Property owners who can show compliance with minimum maintenance standards, should be allowed to

add FAR to secondary elevations or by additions at the rear of buildings. Site line evaluation is critical in these cases.

Replication Defined

Replication shall be defined as reproduction of primary facade dimensions and public area dimensions with appropriate materials. Dimensions may vary from original by 10% in order to accommodate market realities and functional requirements under current building code. Additional variances to dimensions may be approved by the HPB for an additional 5% but no further variances of dimensions allowed. Footprint of primary elevations shall remain the same. FAR for oversized buildings may not be increased under any circumstances nor by variance.

Maintain a Data Base of Oversized and Underdeveloped Buildings

The City should immediately create a data base of all properties that are closed, unoccupied, and/or vacated as well as a list of all oversized buildings (both in FAR or in height) in the historic districts as well as underdeveloped buildings in the historic district. These are the buildings that are at greatest risk and should be watched for demolition by neglect.

Evaluation of Older Buildings and Modified Recertification Process

Attached hereto is a proposed ordinance to modify the required monitoring (recertification) procedures for all buildings in the City. The recertification is performed by professional engineers hired by private property owners. The panel spent a significant period of time working on the technical and practical aspects of the recertification process. It has been discussed with the City departments and is ready for implementation.

Conclusion

With these proposed changes and careful watch of our historic buildings, the loss of our valuable historic resources should be minimized. Only with the cooperation of property owners and the City, will we be able to preserve these valuable assets into the future. Everyone should work together to help preserve the historic fabric and structural integrity of our buildings on Miami Beach.

EVALUATION OF OLDER BUILDINGS
(MODIFIED RECERTIFICATION PROCESS)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSIONER OF THE CITY OF MIAMI BEACH, FLORIDA FOR THE EVALUATION OF OLDER BUILDINGS WHICH WILL PERTAIN TO BUILDING THAT ARE IN EXISTENCE FOR FORTY (40) YEARS OR LONGER AND FOR SUBSEQUENT EVALUATION IN FIVE (5) YEAR INTERVALS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach seeks to create an ordinance for the "Evaluation of Older Buildings" that will pertain to buildings which are in existence for forty (40) years or longer and for subsequent evaluation in five (5) year intervals.

WHEREAS, the City of Miami Beach seeks to retain and preserve its historical and architectural heritage; and

WHEREAS, the City of Miami Beach seeks to ensure the protection of historic and architecturally significant structures from deterioration and neglect; and

WHEREAS, the City of Miami Beach seeks to monitor buildings to determine which buildings are structurally unsafe before they become a threat to the life, safety and welfare of the public so that repairs may begin before demolition becomes necessary; and

WHEREAS, the City of Miami Beach seeks to encourage property owners to take reasonable and responsible steps to preserve their property; and

WHEREAS, the City of Miami Beach has created procedures, requirements and minimum structural and electrical inspection procedural guidelines, defined below, which are necessary to accomplish the above objectives.

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

SECTION 1. This Ordinance shall be named the EVALUATION OF OLDER BUILDINGS ORDINANCE.

SECTION 2. EVALUATION OF OLDER BUILDINGS:

The requirements contained in the Florida Building Code and Chapter 8 of the Code of Miami-Dade County (hereinafter both codes referred as the Building Code) covering the maintenance of buildings, shall apply to all buildings and/or structures now existing or hereafter erected.

Evaluation of buildings and components:

For the purpose of this Subsection, evaluation shall be construed to mean the requirement for specific inspection of existing buildings and structures and furnishing the Building Official with a written report of such inspection as prescribed herein.

Inspection procedures shall conform, in general, with the minimum inspection procedural guidelines as issued by the Miami-Dade County Board of Rules and Appeals and shall use the guiding principle of Standard SEI/ASCE 11-99, Guidelines for Structural Condition Assessment of Existing Buildings.

Such inspection shall be for the purpose of determining the general structural condition of the building or structure to the extent reasonably possible of any part, material or assembly of a building or structure which affects the safety of such building or structure and/or which supports any vertical or lateral load, and the general condition of its electrical systems pursuant to the Building Code.

All buildings, except single-family residences, duplexes and minor structures as defined below, shall be evaluated in the manner described below where such buildings or structures have been in existence for forty (40) years or longer, as determined by the Building Official, who shall at such time issue a Notice of Required Evaluation to the building owner.

Subsequent evaluation shall be required at five (5) year intervals.

In the event a building is determined to be structurally and electrically safe under the conditions set forth herein, and such building or structure is less than forty (40) years of age, evaluation shall not be required for a minimum of five (5) years from that time, or age forty (40), whichever is the longer period of time.

Minor buildings or structures shall, for the purpose of this subsection, be buildings or structures in any occupancy group having an occupant load of ten (10) or less, as determined by table 1003.1 (FBC) Minimum Occupant Load of the Florida Building Code and having a gross area of 2,000 sq. ft. or less.

The owner of a building or structure subject to evaluation shall furnish, or cause to be furnished, within ninety (90) days of Notice of Required Evaluation, a written report to the Building Official, prepared by a Professional Engineer registered in the State of Florida, certifying that each such building or structure is structurally and electrically safe, or has been made structurally and electrically safe for the specified use for continued occupancy, in conformity with the minimum inspection procedural guidelines as issued by the evaluation of Older Buildings Ordinance.

Such written report shall bear the impressed seal and signature of the responsible Professional Engineer who has performed the inspection.

Such Professional Engineer shall undertake such assignments only where qualified by training and experience in the specific technical field involved in the inspection and report.

Such report shall indicate the manner and type of inspection forming the basis for the report and description of any matters identified as requiring remedial action.

In the event that repairs or modifications are found to be necessary resulting from the evaluation inspection, the owner shall have a total of 150 days from the date of Notice of Required Evaluation in which to complete indicated repairs or modifications which shall be executed in conformance with all

applicable Sections of the Building Code, except where emergency stabilization may be found to be necessary by the Professional Engineer, in which instance the emergency work shall be undertaken and completed within a specified timeframe.

SECTION 3. PROCEDURES AND REQUIREMENTS

SCOPE OF STRUCTURAL INSPECTION

The fundamental purpose of the required inspection and report is to confirm in reasonable fashion that the building or structure under consideration is safe for continued use under the present occupancy. As implied by the title of this document, this is a recommended procedure, and under no circumstances are these minimum recommendations intended to supplant proper professional judgment. In general, unless there is obvious overloading, deformation, misalignment, settlement, or significant deterioration of important structure elements there maybe little need to verify the original design. Most commonly the structural integrity of a building or structure is considered "time tested" if it is still offering satisfactory performance. Rather, it is of importance that the effects of time with respect to deterioration of the original construction materials be evaluated. It will rarely be possible to visually examine all concealed construction, nor should such be generally necessary. However, a sufficient number of typical structure members should be examined to permit reasonable conclusions to be drawn.

Visual Examination will, in most cases, be considered adequate when executed systematically. Surface imperfections such as cracks, distortion, sagging, excessive deflections, significant misalignment, signs of leakage, and peeling of finishes should be viewed critically as indications of possible structural deficiency.

If water damage is visible on a lower floor bathroom ceiling an inspection opening must be made to determine the condition of the structural members supporting the bathroom above. Pictures are to be included in report if this condition exists.

Testing Procedures in most cases, where a visual examination has revealed such need, or where apparent loading conditions may be critical, testing procedures and quantitative analysis will require a minimum of five (5) structural members or systems be performed.

Small sections of interior wall cladding must be removed from tie BEAM areas on representative locations on each floor. The engineer has discretion in selecting the location and number of sections to be removed.

If evidence of deterioration of the structural concrete is indicated, additional testing may be required at the discretion of the engineer.

All repairs of damage to finishes resulting from the destructive investigation are the sole responsibility of the owner.

Manual Procedures such as chipping small areas of concrete and surface finishes for closer examinations are encouraged where visual examination alone is deemed insufficient. Generally, unfinished areas of buildings such as utility spaces, maintenance areas, stairwells and elevator shafts should be utilized for such purposes. In some cases, to be held to a reasonable minimum, ceilings or other construction finishes may have to be opened for selective examination of critical structural

elements. In that event, such locations should be carefully located to be least disruptive most easily repaired.

Evaluating an existing structure for the effect of time, must take into account two, basic considerations; movement of structural components with respect to each other, and deterioration of materials.

With respect to the volume change considerations, principally from ambient temperature changes, and possible long time deflections, are likely to be most significant. Foundation movements will frequently be of importance, usually settlement, although upward movement due to expansive soils actually may occur.

REPORT: Written Reports shall be required attesting to each required inspection. Each such report shall note the location of the structure, description of type of construction, and general magnitude of the structure, the existence of drawings and location thereof, history of the structure to the extent reasonably known, and description of the type and manner of the inspection, noting problem areas and recommending repairs, if required to maintain structural integrity. A narrative shall be included explaining the testing conducted, either non-destructive or destructive. If testing was not conducted the reasons for not performing tests shall be included.

A written report shall contain a statement to the effect that the building is structurally safe, unsafe, safe with qualifications, or has been deemed safe by restrictive interpretation of such statements. It is suggested that each report also include the following information indicating the actual scope of the report and limits of liability. This paragraph may be used:

"As a routine matter, in order to avoid possible misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee for any portion of the structure. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the building based upon careful evaluation of observed conditions, to the extent reasonably possible."

In addition to the report, the following photographs must be submitted with the report to be approved by the City of Miami Beach Building Department. The photographs cannot be digitally reproduced.

- Exterior elevations of the entire structure, when possible.
- The roof.
- The crawl space under building, especially under bathrooms.
- Interstitial space between the ceiling of the top floor and the roof.

Additional photographs may be submitted at the discretion of the engineer.

It is the responsibility of the Professional Engineer conducting the inspection to notify the owner, in writing, of any deficiencies observed.

It is the responsibility of the owner to have the deficiencies corrected and prior to completion, notify the engineer that the deficiencies are corrected.

If after 180 days from the time of the engineer's notification to the owner the engineer is not notified that the deficiencies are corrected the engineer must notify the building department of the deficiencies.

These deficiencies, at the discretion of the engineer, must be classified as "potentially life threatening", such as the observed deficiencies, if not corrected, may lead to a structural collapse or if electrical, there is a potential for a serious electrical injury.

All corrective work, that is required to be completed, must be completed with the appropriate permits being obtained and all mandatory inspections performed as required by the building code.

SCOPE OF ELECTRICAL INSPECTION

The purpose of the required inspection and report is to confirm with reasonable fashion that the building or structure under consideration is safe for continued use under present occupancy. As mentioned before, it is a recommendation procedure, and under no circumstances are these minimum recommendations intended to supplant proper professional judgment.

ELECTRIC SERVICE

A description of the type of service supplying the building or structure must be provided, stating the size of amperage, if three (3) phase or single (1) phase, and if the system is protected by fuses or breakers. Proper grounding of the service should also be in good standing. The meter and electric rooms should have sufficient clearance for equipment and for the serviceman to perform both work and inspections. Gutters and electrical panels should all be in good condition throughout the entire building or structure.

BRANCH CIRCUITS

Branch circuits in the building must all be identified and an evaluation of the conductors must be performed. There should also exist proper grounding for equipment used in the building, such as an emergency generator, or elevator motor.

CONDUIT RACEWAYS

All types of wiring methods present in the building must be detailed and individually inspected. The evaluation of each type of conduit and cable, if applicable, must be done individually. The conduits in the building should be free from erosion, and checked for considerable dents in the conduits that may be prone to cause a short. The conductors and cables in these conduits should be chafe free, and their currents not over the rated amount.

EMERGENCY LIGHTING

Exit signs lighting and emergency lighting, along with a functional fire alarm system must all be in good working condition.

SECTION 4. MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING EVALUATION, STRUCTURAL AND ELECTRICAL.

SEE ATTACHMENT

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 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 6. REPEALER

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

SECTION 7. SEVERABILITY

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

SECTION 8. EFFECTIVE DATE

This Ordinance shall take effect thirty days following adoption.

Page 4: [1] Deleted Ted Berman 02/16/2004 11:37 PM

Structural deterioration will always require repair. The type of repair, however, will depend on the importance of the member in the structural system and degree of deterioration. Cosmetic type repairs may suffice in certain non-sensitive members such as tie beams and columns, provided that the remaining sound material is sufficient for the required function. For members carrying assigned gravity or other loads, cosmetic type repairs will only be permitted if it can be demonstrated by rational analysis that the remaining material, if protected from further deterioration can still perform its assigned function at acceptable stress levels. Failing that, adequate repairs or reinforcement will be considered mandatory.

Written Reports shall be required attesting to each required inspection. Each such report shall note the location of the structure, description of type of construction, and general magnitude of the structure, the existence of drawings and location thereof, history of the structure to the extent reasonably known, and description of the type and manner of the inspection, noting problem areas and recommending repairs, if required to maintain structural integrity.

Page 5: [2] Deleted Ted Berman 02/16/2004 11:50 PM

FOUNDATION

If all of the supporting subterranean materials were completely uniform beneath a structure, with no significant variations in grain size, density, moisture content or other mechanical properties; and if dead load pressures were completely uniform, settlements would probably be uniform and of little practical consequence. In the real world, however, neither is likely. Significant deviations from either of these two ideals are likely to result in unequal vertical movements.

Monolithic masonry, generally incapable of accepting such movements will crack. Such cracks are most likely to occur at corners, and large openings. Since, in most cases, differential shears are involved, cracks will typically be diagonal.

Small movements, in themselves, are most likely to be structurally important only if long term leakage through fine cracks may have resulted in deterioration. In the event of large movements, continuous structural elements such as floor and roof systems must be evaluated for possible fracture or loss of bearing.

Pile foundations are, in general, less likely to exhibit such difficulties. Where such does occur, special investigation will be required.

ROOFING SYSTEMS

Sloping roofs, usually having clay or cement tiles, are of concern in the event that the covered membrane may have deteriorated, or that the tiles may have become loose. Large deflections, if merely resulting from deteriorated rafters or

joists will be of greater importance. Valley Flashing, and Base Flashing at roof penetration will also be matters of concern.

Flat roofs with built up membrane roofs will be similarly critical with respect to deflection considerations. Additionally, since they will generally be approaching expected life limits at the age when building recertification is required, careful examination is important. Blisters, wrinkling, alligatoring, and loss of gravel are usually signs of difficulty. Punctures or loss of adhesion of base flashing, coupled with loose counterflashing will also signify possible problems. Wind blown gravel, if excessive, and the possibility of other debris, may result in pounding, which if permitted, may become critical.

MASONRY BEARING WALLS

Random cracking, or if discernible, definitive patterns of cracking, will of course, be of interest. Bulging, sagging, or other signs of misalignment may also indicate related problems in other structural elements. Masonry walls where commonly constructed of either concrete masonry remits or scored clay tile, may have been constructed with either reinforced concrete columns tie beams, or lintels.

Steel bar joists are, of course, sensitive to corrosion. Most critical locations will be web member welds, especially near supports, where shear stresses are high possible failure may be sudden, and without warning.

Cold formed steel joists, usually of relatively light gage steel, are likely to be critically sensitive to corrosion, and are highly dependent upon at least normal lateral support to carry designed loads. Bridging and the floor or roof system itself, if in good condition, will serve the purpose.

Wood joists and rafters are most often in difficult conditions from "dry rot", or the presence of termites. The former (a misnomer) is most often prevalent in the presence of sustained moisture or lack of adequate ventilation. A member may usually be deemed in acceptable condition if a sharp pointed tool will penetrate no more than about one eight of an inch under moderate hand pressure. Sagging floors will most often indicate problem areas. Gypsum roof decks will usually perform satisfactorily except in the presence of moisture. Disintegration of the material and the foam-board may result from sustained leakage. Anchorage of the supporting bulb tees against uplift may also be of importance, with significant deterioration. Floor and roof systems of case-in-place concrete with self centering reinforcing, such as paper backed mesh and rib-lath, may be critical with respect to corrosion of the unprotected reinforcing. Loss of uplift anchorage on roof decks will also be important if significant deterioration has taken place, in the event that dead loads are otherwise inadequate for that purpose.

STEEL FRAMING SYSTEM

Corrosion, obviously enough, will be the determining factor in the deterioration of structural steel. Most likely suspect areas will be fasteners, welds, and the interface area where bearings are embedded in masonry. Column bases may often be suspect in areas where flooding has been experienced, especially if salt water has been involved.

Thin cracks usually indicate only minor corrosion, requiring minor patching. Extensive spalling may indicate a much more serious condition requiring further investigation.

Of most probable importance will be the vertical and horizontal cracks where masonry units abut tie columns, or other frame elements such as floor slabs. Of interest here is the observation that although the raw materials of which these masonry materials are made may have much the same mechanical properties as the reinforced concrete framing, their actual behavior in the structure, however, is likely to differ with respect to volume change resulting from moisture content, and variations in ambient thermal conditions.

Moisture vapor penetration, sometimes abetted by salt laden aggregate and corroding rebars, will usually be the most common cause of deterioration. Tie columns are rarely structurally sensitive, and a fair amount of deterioration may be tolerated before structural impairment becomes important. Usually, if rebar loss is such that the remaining steel area is still about 0.0075 of the concrete area, structural repair will not be necessary. Cosmetic type repair involving cleaning, and patching to effectively seal the member, may often suffice. A similar approach may not be unreasonable for tie beams, provided they are not also serving as lintels. In that event, a rudimentary analysis of load capability using the remaining actual rebar area, may be required.

FLOOR AND ROOF SYSTEMS

Cast in place reinforced concrete slabs and/or beams and joists may often show problem due to corroding rebars resulting from cracks or merely inadequate protecting cover of concrete. Patching procedures will usually suffice where such damage has not been extensive. Where corrosion and spalling has been extensive in structurally critical areas, competent analysis with respect to remaining structural capacity, relative to actual supported loads, will be necessary. Type and extent or repair will be dependent upon the results of such investigation.

Precast members may present similar deterioration conditions. End support conditions may be important. Adequacy of bearing, indications of end shear problems, and restraint conditions are important, and should be evaluated in at least a few typical locations.

CONCRETE FRAMING SYSTEMS

Concrete deterioration will, in most cases be similarly related to rebar corrosion, possibly abetted by the presence of salt-water aggregate or excessively permeable concrete. In this respect, honeycomb areas may contribute adversely to the rate of deterioration. Columns are frequently most suspect. Extensive honeycomb is most prevalent at the base of columns, where fresh concrete was permitted to segregate, dropping into form boxes. This type of problem has been known to be compounded in areas where flooding has occurred, especially involving salt water.

In spalled areas, chipping away a few small loose samples of concrete may be very revealing. Especially, since loose material will have to be removed even for cosmetic type repairs, anyway. Fairly reliable quantitative conclusions may be drawn with respect to the quality of the concrete. Even though our cement and local aggregate are essentially derived from the same sources, cement will have a characteristically dark grayish brown color in contrast to the almost white aggregate. A typically white, almost alabaster like coloration will usually indicate reasonably good overall strength. The original gradation of aggregate can be seen through a magnifying glass. Depending upon the structural importance of the specific location, this type of examination may obviate the need for further testing if a value of 2000 psi to 2500 psi is sufficient for required strength, in the event that visual inspection indicates good quality for the factors mentioned.

WINDOWS

Window condition is of considerable importance with respect to two considerations. Continued leakage may have resulted in other adjacent damage and deteriorating anchorage may result in loss of the entire unit in the event of severe wind storms short of hurricane velocity. Perimeter sealant, glazing, seals, and latches should be examined with a view toward deterioration of materials and anchorage of units for inward as well as outward (section) pressures, most importantly in high buildings.

WOOD FRAMING

Older wood framed structures, especially of the industrial type, are of concern in that long term deflections may have opened important joints, even in the absence of deterioration. Corrosion of ferrous fasteners will in most cases be obvious enough. Dry rot must be considered suspect in all sealed areas where ventilation has been inhibited, and at bearings and at fasteners. Here too, penetration with a pointed tool greater than about one eight inch with moderate hand pressure, will indicate the possibility of further difficulty.

LOADING

It is of importance to note that even in the absence of any observable deterioration, loading conditions must be viewed with caution. Recognizing that there will generally be no need to verify the original design, since it will have already been "time tested", this premise has validity only if loading patterns and conditions remain unchanged. Any material change in type and/or magnitude or loading in older buildings should be viewed as sufficient jurisdiction to examine load carrying capability of the affected structural system.

Load limit signs must be posted in all commercial buildings other than those with concrete slabs on fill.

MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING STRUCTURAL RECERTIFICATION

1. DESCRIPTION OF STRUCTURES:

a. Name of Title: _____

b. Street Address: _____

c. Legal Description: _____

_____

_____

d. Owner's Name: _____

e. Owner's Mailing Address: _____

f. Building Official Folio Number: _____

g. Building Code Occupancy Classification: _____

h. Present Use: _____

i. General Description:

Type of Construction: _____

Size: _____

Number of Stories: _____

Special Features: _____

_____

_____

_____

_____

j. Additions to Original Structure: _____

2. PRESENT CONDITION OF STRUCTURE:

a. General Alignment (note: good, fair, poor, explain in significant)

1. Bulging: _____
2. Settlement: _____
3. Defections: _____
4. Expansion: _____
5. Contraction: _____

b. Portions Showing Distress: (note: beams, columns, structural walls, floors, roofs, other)

_____

_____

_____

c. Surface Conditions - describe general conditions of finished, noting cracking, spalling, peeling, signs of moisture penetration and stains.

_____

_____

_____

_____

d. Cracks - (note: Location in significant members. Identify crack size as HAIRLINE if barely discrnible; FINE if less than 1 mm in width; MEDIUM if between 1 and 2 mm in width; WIDE if over 2 mm.)

_____

_____

_____

_____

e. General Extent of Deterioration - (note: Cracking or spalling of concrete or masonry; oxidation of metals; rot or borer attach in wood.)

_____

_____

_____

f. Previous Patching or Repairs: _____

g. Nature of Present Loading - Indicate; residential, commercial, other stimate magnitude.

_____

_____

_____

3. INSPECTIONS:

a. Date of Notice of Required Inspection: _____

b. Date(s) of Actual Inspection: _____

_____

c. Name and qualification of individual submitting report.

_____

_____

_____

d. Description of any laboratory or other formal testing, if required, rather than manual or visual procedures.

_____

_____

_____

_____

e. Structural Repair - Note Appropriate Line

1. None Required: _____
2. Required: (Describe, Indicate Acceptance.)

_____

_____

_____

4. SUPPORTING DATA:

a. _____ Sheets Written Data

b. _____ Photographs

c. _____ Drawings or Sketches

5. MASONRY BEARING WALLS - INDICATE GOOD, FAIR, POOR ON APPROPRITE LINES:

a. Concrete Masonry Units: _____

b. Clay Tile or Terra Cotta Units: _____

c. Reinforced Concrete Tie Columns: _____

d. Reinforced Concrete Tie Beams: _____

e: Lintels: _____

f: Other Type Bond Beams: _____

g. Masonry Finishes - Exterior:

1. Stucco: _____
2. Veneer: _____
3. Paint Only: _____
4. Other (describe): _____

h. Masonry Finishes - Interior:

1. Vapor Barrier: _____
2. Furring & Plaster: _____
3. Panelling: _____
4. Paint Only: _____
5. Other (describe): _____

i. Cracks:

1. Location (note: beams, columns, other): _____

_____

_____

_____

2. Description: _____

j. Spalling:

1. Location (note: beams, columns, other): _____

2. Description: _____

k. Rebar Corrosion - Check Appropriate Line:

1. None Visible: _____
2. Minor - Patching Will Suffice: _____
3. Significant - But Patching Will Suffice: _____
4. Significant - Structural Repairs Required: _____

Description of Structural Repairs: _____

l. Samples Chipped Out For Examination in Spalled Areas:

1. No: _____
2. Yes, Describe, Color, Texture, Aggregate, General Quality: _____

6. FLOOR AND ROOF SYSTEMS:

a. Roof:

1. Describe (flat, slope, type roofing, type roof deck, condition: _____

2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of supports:

3. Note types of drains and scuppers and condition: _____

b. Floor System(s):

1. Describe (type of system framing, material, spans, condition): _____

c. Inspection - (note exposed areas available for inspeciton, and where it was found necessary to open ceilings, etc. for inspeciton of typical framing members.

_____
_____
_____
_____

7. STEEL FRAMING SYSTEM:

a. Description: _____
_____
_____

b. Exposed Steel - Describe condition of paint & degree of corrosion:
_____
_____

c. Concrete or other fireproofing - note any cracking or spalling, and note where any covering was removed for inspection:
_____
_____

d. Elevator sheave beams & connections, and machine floor beams - note condition:
_____
_____

8. CONCRETE FRAMING SYSTEMS:

a. Full description of structural system:
_____
_____
_____
_____

b. Cracking:

1. Not Siginificant: _____
2. Location and description of members affected and type of cracking:
_____
_____
_____
_____

c. General Condition: _____
_____
_____
_____
_____

d. Rebar Corrosion - Check Appropriate Line:

1. None Visible: _____
2. Location and description of members affected and type of cracking:
_____
_____
_____
_____
3. Significant - But patching will suffice: _____
4. Significant - Structural Repairs Required (describe): _____
_____
_____
_____

e. Samples Chipped Out in Spalled Areas:

1. No: _____
2. Yes, Describe, Color, Texture, Aggregate, General Quality: _____

9. WINDOWS:

a. Type (wood, steel, aluminum, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other):

b. Anchorage - Type and condition of fasteners and latches.

c. Sealants - Type and condition of permimeter sealants and at mullions.

d. Interior Seals - Type and condition at operable vents:

e. General Conditions:

10. WOOD FRAMING:

a. Type - Fully describe if mill construction, light construction, major spans, trusses:

b. Note metal fittings i.e., angles, plates, bolts, split pintles, pintles, other and note condition:

c. Joints - Note if well fitted and still closed.

d. Drainage - Note accumulations of moisture.

e. Ventilation - Note any concealed spaces note ventilated:

f. Note any concealed spaces opened for inspection.

MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING STRUCTURAL RECERTIFICATION

Sec. 118-532. Proceedings before the historic preservation board.

(a) *Oath.* Any person appearing before the historic preservation board on an application for a certificate of appropriateness shall be administered the following oath by any person duly authorized under the laws of the state to administer oaths:

> "I, _____, hereby swear under oath that any and all testimony to be given by me in this proceeding is the truth, the whole truth, and nothing but the truth, so help me God."

Any person giving false testimony before the historic preservation board shall be subject to the maximum penalty provided by law.

(b) *Issuance of order.* After the board has heard all evidence regarding a request, it shall issue a written order setting forth its decision and the findings of fact upon which the decision is based. A copy of the board's order shall be promptly mailed to the applicant.

(c) *Withdrawal or final denial.* Upon the withdrawal or final denial of an application for any certificate of appropriateness from the historic preservation board, a new application cannot be filed within six months of the date of the withdrawal or denial unless, however, the decision of the board taking any such final action is made without prejudice. An application may be withdrawn without prejudice by the applicant as a matter of right if such request is signed by the applicant and filed with the planning department prior to the matter being considered by the board; otherwise, all such requests for withdrawal shall be with prejudice. The historic preservation board may permit withdrawals without prejudice at the time the application for such certificate of appropriateness is considered by such board. No application may be withdrawn after final action has been taken.

(d) *Recording of certificate of appropriateness.* After a certificate of appropriateness has been ordered by the board, the applicant shall record in the public records of the county the order of the board. No building permit, demolition permit, certificate of occupancy, certificate of completion or licensing permit shall be issued until proof of recordation has been submitted. Only the historic preservation board is empowered to release any conditions of its recorded order, assuming the condition is no longer applicable.

(e) *Deferrals and continuances.*

> (1) An applicant may defer an application before the public hearing only one time. The request to defer shall be in writing. When an application is deferred, it shall be re-noticed at the applicant's expense as provided in subsection 118-563(d). In the event that the application is not presented to the historic preservation board for approval at the meeting date to which the

application was deferred, the application shall be deemed null and void.

(2) The board may continue an application to a date certain at either the request of the applicant or at its own discretion. In the event the application is so continued, not less than 15 days prior to the new public hearing date, a description of the request, and the time and place of such hearing shall be advertised in a newspaper of general circulation within the municipality at the expense of the city.

(3) In the event the application is continued due to the excessive length of an agenda or in order for the applicant to address specific concerns expressed by the board and/or staff, the applicant shall present for approval to the board a revised application inclusive of all required exhibits which attempt to address the concerns of the board and/or staff for the date certain set by the board, which shall be no more than 120 days after the date on which the board continues the matter.

(4) In the event that the applicant fails to timely present for distribution to the board, a revised application as described above within 120 days of the date the application was continued, the application shall be deemed null and void.

(5) Deferrals or continuances for a specific application shall not exceed one year cumulatively for all such deferrals, or continuances made by the board, or the application shall be deemed null and void.

(f) *Timeframes to obtain a building permit.* The applicant shall have up to 18 months, or such lesser time as may be specified by the board, from the date of the board meeting at which a certificate of appropriateness was issued to obtain a full building permit or a phased development permit. The foregoing 18-month time period, or such lesser time as may be specified by the board, includes the time period during which an appeal of the decision of the historic preservation board may be filed. If the applicant fails to obtain a full building permit or a phased development permit within 18 months, or such lesser time as may be specified by the board, of the board meeting date at which a certificate of appropriateness was granted and/or construction does not commence and proceed in accordance with said permit and the requirements of the applicable Florida Building Code, the certificate of appropriateness shall be deemed null and void. Extensions for good cause, not to exceed a total of one year for all extensions, may be granted by the historic preservation board, at its sole discretion, provided the applicant submits a request in writing to the planning department in advance of the expiration of the original approval, setting forth good cause for such an extension. In the event a proposed city code amendment renders a project with a certificate of appropriateness nonconforming, as more specifically set forth in sections 118-168 and 118-169 of this Code, then such project shall not be eligible to receive any extension of time granted by the historic preservation board. Notwithstanding the foregoing, in the event the original decision of the historic preservation board is timely appealed, or

there is an appeal of an approval from the board of adjustment and/or the planning board that is a requirement of the original decision of the historic preservation board, and such appeal is filed within 20 days of the decision of the board of adjustment and/or the planning board, the applicant shall have 18 months, or such lesser time as may be specified by the historic preservation board, from the date of final resolution of all administrative and/or court proceedings to obtain a full building permit or phased development permit. This tolling provision shall only be applicable to the original approval of the board and shall not apply to any subsequent requests for revisions or requests for extensions of time.

(g) *Maintenance of designated properties and demolition by neglect.*

(1) The owner of any building, structure, improvement, landscape feature, public interior or site individually designated in accordance with sections 118-591, 118-592 and 118-593, or located within an historic district, whether vacant or inhabited, shall be required to properly maintain and preserve such building or structure in accordance with standards set forth in the applicable Florida Building Code, this article and this Code. For purposes of this article, demolition by neglect is defined as any failure to comply with the minimum required maintenance standards of this section, whether deliberate or inadvertent.

a. *Required minimum maintenance standards.* It is the intent of this article to preserve from deliberate or inadvertent neglect, the interior, exterior, structural stability and historic and architectural integrity of any building, structure, improvement, landscape feature, public interior or site individually designated in accordance with sections 118-591, 118-592 and 118-593, or located within an historic district, whether vacant or inhabited. All such properties, buildings and structures shall be maintained according to minimum maintenance standards, preserved against decay, deterioration and demolition and shall be free from structural defects through prompt and corrective action to any physical defect which jeopardizes the building's historic, architectural and structural integrity; such defects shall include, but not be limited to, the following:

1. Deteriorated or decayed facades or facade elements, including but not limited to facades which may structurally fail and collapse entirely or partially;

2. Deteriorated or inadequate foundations;

3. Defective or deteriorated flooring or floor supports or any structural members of insufficient size or strength to carry imposed loads with safety;

4. Deteriorated walls or other vertical structural supports, or members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration;

5. Structural members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration;

6. Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken or missing windows or doors;

7. Defective or insufficient weather protection which jeopardizes the integrity of exterior or interior walls, roofs or foundation, including lack of paint or weathering due to lack of paint or other protective covering;

8. Any structure which is not properly secured and is accessible to the general public; or

9. Any fault or defect in the property that renders it structurally unsafe or not properly watertight;

10. The spalling of the concrete of any portion of the interior or exterior of the building.

b. *Notice, administrative enforcement and remedial action.* If any building, structure, improvement, landscape feature, public interior or site individually designated in accordance with sections 118-591, 118-592 and 118-593, or located within an historic district, in the opinion of the historic preservation board, planning director or designee, or the city's building official or designee, falls into a state of disrepair so as to potentially jeopardize its structural stability and/or architectural integrity, and/or the safety of the public and surrounding structures, or fails to satisfy any of the required minimum maintenance standards above, the planning director or designee, or the city's building official or designee shall have right of entry onto the subject property and may inspect the subject property after 48 hours' notice to the owner of intent to inspect. In the event the property owner refuses entry of any city official onto the subject property, the city may file an appropriate action compelling the property owner to allow such officials access to the subject property for an inspection. Upon completion of the inspection of the subject property, a report delineating the findings of such inspection, as well as any remedial action required to address any violation of the required minimum maintenance standards, shall be immediately

transmitted to the property owner. The city may require that the property owner retain a professional structural engineer, registered in the state, to complete a structural evaluation report to be submitted to the city. Upon receipt of such report, the property owner shall immediately take steps to effect all necessary remedial and corrective actions to restore the structure's or building's compliance with the required minimum maintenance standards herein; remedial action in this regard shall include, but not be limited to, the structural shoring, stabilization and/or restoration of any or all exterior walls, including their original architectural details, interior loadbearing walls, columns and beams, roof trusses and framing, the blocking of openings and securing of existing windows and door openings, as well as sealing of the roof surface against leaks, including from holes, punctures, open stairwells, elevator shafts and mechanical systems roof penetrations as necessary to preserve the building or structure in good condition. The owner shall substantially complete such remedial and corrective action within 30 days of receipt of the report, or within such time as deemed appropriate by the building official, or designee, in consultation with the planning director or designee. Such time may be extended at the discretion of the city's building official, in consultation with the planning director.

c. *Injunction and remedial relief.* If the owner of the subject property, in the opinion of the city's building official, fails to undertake and substantially complete the required remedial and corrective action within the specified time frame, the city may, at the expense of the owner, file an action seeking an injunction ordering the property owner to take the remedial and corrective action to restore the structure's or building's compliance with the required minimum maintenance standards herein and seeking civil penalties as herein provided; Such civil action may only be initiated at the discretion of the city manager or designee. The court shall order an injunction providing such remedies if the city proves that the property owner has violated the required minimum maintenance standards or any portion of this article or this code.

d. *Civil penalties.* Violation of this article shall be punishable by a civil penalty of up to $5,000.00 per day, for each day that the remedial and corrective action is not taken.

(3) Nothing in this section shall be construed to prevent the ordinary maintenance or repair of any building, structure, improvement, landscape feature, public interior or site individually designated in accordance with sections 118-591, 118-592 and 118-593, or located within an historic district which does not involve a change of design, appearance or material, and which does not require a building permit or certificate of appropriateness.

Any building, structure, improvement, landscape feature, public interior or site individually designated in accordance with sections 118-591, 118-592 and 118-593, or located within an historic district that is the subject of an application for a certificate of appropriateness for demolition shall not have its architectural features removed, destroyed or modified until the certificate of appropriateness is granted. Owners of such property shall be required to maintain such properties in accordance with all applicable codes up to the time the structure is demolished.

(4) Vacant buildings and structures. The owner of any building, structure, improvement, landscape feature, public interior or site individually designated in accordance with sections 118-591, 118-592 and 118-593, or located within an historic district which is proposed to be vacated and closed, or is vacated and closed for a period of four weeks or more, shall make application for certificate of appropriateness approval and a building permit to secure and seal such building or structure. The owner or the owner's designated representative, shall notify the city's building official and planning director, or their designees, in writing of the proposed date of vacating such building or structure.

a. *Inspection of premises and sealing of property.* Upon receipt of written notification to vacate, a visual walk-through inspection of the subject premises may be required, at the discretion of the building official to ascertain the general condition of the building. Such inspection shall include, but not be limited to, a visual inspection of the structural system to the greatest extent possible, exterior and interior walls, roofs, windows, doors and special architectural features, as well as site features. Upon completion of such inspection, the building official, shall notify the owner in writing of the findings of the inspection. If the subject structure fails to comply with the required minimum maintenance standards herein, all remedial and corrective action necessary to restore the structure's or building's compliance with the required minimum maintenance standards herein shall be undertaken by the property owner, to the satisfaction of the building official and the planning director, or their respective designees, before any sealing or closing of the structure shall be permitted. The owner of such building or structure shall be required to obtain certificate of appropriateness approval and a building permit for any and all such remedial and corrective work; upon completion of the work, the building official and planning director, or their designees, may reinspect the subject building or structure to determine whether all work has been completed in compliance with the approved plans. Upon determination of completion, the owner of the subject structure shall file application for certificate of appropriateness approval and a building permit to seal and secure the building.

b. *Reinspection of premises.* If at anytime during the vacancy of the structure the building should fail to comply with the required minimum maintenance standards herein and fall into a state of disrepair constituting demolition by neglect, or is in violation of any portion of subsection 118-532(g) of these land development regulations, such premises shall be subject to all maintenance and enforcement provisions of subsection 118-532(g) of these land development regulations as well as all of the city's building and property maintenance standards contained in this Code and the Florida Building Code enforceable by the city using all available means.

c. *Enforcement and remedial action.* Failure to comply with remedial action required by the planning director or building official, or designee, may result in city action to ensure the protection of public safety and the stabilization and preservation of the architectural integrity of the building or structure. Such measures shall all be undertaken at the expense of the owner, including but not limited to, the city filing an action to order the property owner to take all required corrective action and seeking to impose civil penalties.

(5) Any and all liens referenced or imposed hereafter, based on the foregoing provisions, shall be treated as special assessment liens against the subject real property, and until fully paid and discharged, shall remain liens equal in rank and dignity with the lien of ad valorem taxes, and shall be superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved; the maximum rate of interest allowable by law shall accrue to such delinquent accounts. Such liens shall be enforced by any of the methods provided in Fla. Stat. Ch. 86 or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provisions applicable to practice, pleading and procedure for the foreclosure of mortgages on real estate set forth in Florida Statutes, or may be foreclosed per Fla. Stat. Ch. 173, or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law. The owner and/or operator shall pay all costs of collection, including reasonable attorney fees, incurred in the collection of fees, service charges, penalties and liens imposed by virtue of this section.

(6) There shall be no variances, by either the board of adjustment or the historic preservation board, from any of the provisions contained in subsection 118-532(g) of this article.

(Ord. No. 89-2665, § 19-8, eff. 10-1-89; Ord. No. 90-2722, eff. 11-21-90; Ord. No. 94-2926, eff. 4-14-94; Ord. No. 97-3095, § 1, 9-24-97; Ord. No. 2000-3262, § 3, 7-26-00; Ord. No. 2002-3388, § 1, 12-11-02; Ord. No. 2003-3416, § 4, 6-11-03)

Sec. 118-395. Destruction, repair and/or renovation of nonconforming buildings and uses.

(a) *Nonconforming uses.* If a building which contains a nonconforming use is damaged, repaired or renovated at a cost exceeding 50 percent of the value determination of the building as determined by the building official pursuant to the standards set forth in the South Florida Building Code, it shall not be thereafter used except in conformity with the use regulations in the applicable zoning district contained in these land development regulations and all rights as a nonconforming use are terminated.

(b) *Nonconforming buildings.*

(1) Nonconforming buildings which are damaged, repaired or rehabilitated by less than 50 percent of the value determination of the building as determined by the building official pursuant to the standards set forth in the South Florida Building Code may be repaired or rehabilitated if the following conditions are met:

a. Renovated or repaired units shall meet the minimum floor area as set forth for the zoning district in which the property is located. The number of units in the building shall not be increased.

b. The building shall have previously been issued a certificate of use, certificate of completion, certificate of occupancy or occupational license by the city to reflect its current use.

c. Such repairs or reconstruction in the damaged or repaired portion of the building shall meet the requirements of the city property maintenance standards, the South Florida Building Code, fire prevention and safety code, and if a historic structure, shall comply substantially with the Secretary of Interior Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures, U.S. Department of the Interior (1983), as amended.

(2) Nonconforming buildings which are damaged, repaired or rehabilitated by more than 50 percent of the value determination of the building as determined by the building official pursuant to the standards set forth in the South Florida Building Code may be repaired or rehabilitated if the following conditions are met:

a. Historic structures:

1. All residential units shall meet the minimum and average unit sizes for rehabilitated buildings as set forth in the zoning district in which the property is located.

2. The existing structure's floor area, height, and setbacks may remain, but any new addition or alteration must comply with the current development regulations in the zoning district in which the property is located.

3. The building shall meet all requirements (as amended) in the following: South Florida Building Code, state fire marshal's rules and regulations, fire prevention and safety code, the city property maintenance standards and shall comply substantially with the Secretary of Interior Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures, U.S. Department of the Interior (1983), as amended.

b. Nonhistoric structures:

1. All residential units shall meet the minimum and average unit sizes for new construction as set forth in the zoning district in which the property is located.

2. The building must meet all development regulations (lot size, lot width, setbacks, height, open space, etc.) as set forth in the zoning district in which the property is located, except for the floor area ratio which may remain as is, if it currently exceeds the maximum floor area ratio allowed in the zoning district. No new floor area may be added if the maximum floor area ratio is presently exceeded.

3. The building shall receive parking credits if there is no change in use. However, if there is a change in use, the building shall receive no parking credits and must either provide the required parking on-site or within 500 feet of the subject property or within 1,200 feet of the property in the architectural district, or pay a parking impact fee.

4. The building shall meet all requirements (as amended) in the following: South Florida Building Code, state fire marshal's rules and regulations, fire prevention and safety code and the city property maintenance standards.

(c) *Compliance.* If a nonconforming building has been cited by the county unsafe structures board, the owners shall bring the structure into conformity with applicable codes within the time period specified by such board. With regard to multiple-family

residential buildings, all of the units shall meet the floor area requirements as set forth in subsection (b) of this section. If the building is not brought into compliance within such time period, the building shall not again be used except in compliance with all the regulations of these land development regulations.

(Ord. No. 89-2665, § 13-5, eff. 10-1-89; Ord. No. 94-2908, eff. 2-26-94; Ord. No. 94-2927, eff. 5-14-94; Ord. No. 98-3108, § 12, 1-21-98)

NONCONFORMING BUILDINGS

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE IX, "NONCONFORMANCES," BY AMENDING SECTION 118-395 TO CLARIFY AND UPDATE CERTAIN TERMS AND DESCRIPTIONS, AND TO PROVIDE MORE DEFINED PARAMETERS FOR WHAT CONSTITUTES A NONCONFORMING STRUCTURE; BY AMENDING SECTION 118-398 TO CLARIFY AND UPDATE CERTAIN TERMS AND DESCRIPTIONS; AND BY AMENDING SECTION 118-399 TO CLARIFY AND UPDATE CERTAIN TERMS AND DESCRIPTIONS; AMENDING CHAPTER 130, "OFF STREET PARKING", ARTICLE VI, "PARKING CREDIT SYSTEM" BY AMENDING SECTION 130-161, TO ESTABLISH REVISED STANDARDS FOR NON-CONFORMING STRUCTURES; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach continually seeks to update and clearly define the requirements of the Land Development Regulations of the Code of the City of Miami Beach as they pertain to nonconforming structures; and

WHEREAS, the City of Miami Beach has adopted regulations pertaining to the maintenance and improvement of existing nonconforming structures and,

WHEREAS, The City of Miami Beach desires to refine, clarify, expand and enhance existing procedures and requirements for improvements to existing non-conforming structures in order to ensure that a substantial portion of any such structure is retained and preserved; and,

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

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

SECTION 1. That Chapter 118, Entitled "Administration and Review Procedures", Article IX, Entitled "Nonconformances", of the Land Development Regulations of the Code of the City of

Miami Beach, Florida is hereby amended as follows:

Sec. 118-395. Destruction, repair and/or renovation of nonconforming buildings and uses.

(a) Nonconforming uses. If a building which contains a nonconforming use is damaged, repaired or renovated at a cost exceeding 50 percent of the value determination of the building as determined by the building official pursuant to the standards set forth in the ~~South~~ applicable Florida Building Code, it shall not be thereafter used except in conformity with the use regulations in the applicable zoning district contained in these land development regulations and all rights as a nonconforming use are terminated.

(b) Nonconforming buildings.

(1) Nonconforming buildings which are damaged, repaired or rehabilitated by less than 50 percent of the value determination of the building as determined by the building official pursuant to the standards set forth in the ~~South~~ applicable Florida Building Code may be repaired or rehabilitated if the following conditions are met:

a. Renovated or repaired units shall meet the minimum ~~floor area~~ unit size requirements as set forth for the zoning district in which the property is located. The number of units in the building shall not be increased.

b. The building shall have previously been issued a certificate of use, certificate of completion, certificate of occupancy or occupational license by the city to reflect its current use.

c. Such repairs or reconstruction in the damaged or repaired portion of the building shall meet the requirements of the city property maintenance standards, the ~~South~~ applicable Florida Building Code, fire prevention and safety code, and if located within a designated historic district, or an individually designated historic structure, shall comply substantially with the Secretary of Interior Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures, ~~U.S. Department of the Interior (1983),~~ as amended, as well as the Certificate of Appropriateness Criteria in Article X of these Land Development Regulations.

(2) Nonconforming buildings which are damaged, repaired or rehabilitated by more than 50 percent of the value determination of the building as determined by the building official pursuant to the standards set forth in the ~~South~~ applicable Florida Building Code may be repaired or rehabilitated if the following conditions are met:

a. ~~Historic structures~~ Contributing structures located within a designated historic district or historic site:

1. All residential units shall meet the minimum and average unit sizes for rehabilitated buildings as set forth in the zoning district in which the property is located.

2. The existing structure's floor area, height, and setbacks may remain, subject to the review and approval of the Historic Preservation Board, provided that at least 90% of the front and street side façades, the original first floor slab and all architecturally significant public interiors remain substantially intact, as determined by the City's Historic Preservation Board, and for structures that are set back from the side property lines that at least 2/3 of the remaining interior side walls are retained and are not demolished. The Historic Preservation Board, may waive the requirement that the front and side street façades, original floor slab, public interior and 2/3 of the remaining interior side walls be retained, provided the subject structure is replicated in accordance with historic documentation. ~~but~~ However, should the Historic Preservation Board waive the requirements as described above, and the structure is replicated, the project shall satisfy the parking requirement as

prescribed in these Land Development Regulations. If the Historic Preservation Board does not waive the requirements as described above, any new structure shall be required to meet all current development regulations for the zoning district in which the property is located. Further, any new addition or alteration must comply with the current development regulations in the zoning district in which the property is located.

3. The building shall meet all requirements (as amended) in the following: ~~South~~ the applicable Florida Building Code, state fire marshal's rules and regulations, fire prevention and safety code, the city property maintenance standards and shall comply substantially with the Secretary of Interior Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures, ~~U.S. Department of the Interior (1983),~~ as amended, as well as the Certificate of Appropriateness Criteria in Article X of these Land Development Regulations.

b. ~~Nonhistoric structures~~ Non-contributing structures located in a designated historic district and structures not located within a designated historic district or historic site:

1. All residential units shall meet the minimum and average unit sizes for new construction as set forth in the zoning district in which the property is located.

2. ~~The building must meet all development regulations (lot size, lot width, setbacks, height, open space, etc.) as set forth in the zoning district in which the property is located, except for the floor area ratio which may remain as is, if it currently exceeds the maximum floor area ratio allowed in the zoning district.~~ The building must meet all development regulations as set forth in the zoning district in which the property is located, unless the entire front and street side façades remain intact and are retained, the original first floor slab is retained, at least 90% of all upper level floor plates remain substantially intact and are retained, and that at least 90% of the remaining interior side walls are retained. No new floor area may be added if the maximum floor area ratio is presently exceeded.

3. The building shall receive parking credits if there is no change in use, and provided that the entire front and street side façades remain intact and are retained, the original first floor slab is retained, at least 90% of all upper level floor plates remain substantially intact and are retained, and that at least 90% of the remaining interior side walls are retained. However, if there is a change in use, the building shall receive no parking credits and must either provide the required parking on-site or within 500 feet of the subject property or within 1,200 feet of the property in the architectural district, or pay a parking impact fee.

4. The building shall meet all requirements (as amended) in the following: ~~South~~ the applicable Florida Building Code, state fire marshal's rules and regulations, fire prevention and safety code and the city property maintenance standards.

(c) Compliance. If a nonconforming building has been cited by the county unsafe structures board, the owners shall bring the structure into conformity with applicable codes within the time period specified by such board. With regard to multiple-family residential buildings, all of the units shall meet the floor area requirements as set forth in subsection (b) of this section. If the building is not brought into compliance within such time period, the building shall not again be used except in compliance with all the regulations of these land development regulations.

(d) There shall be no variances from any of the provisions herein pertaining to maximum floor area ratio and parking credits.

Sec. 118-396. Intermittent or illegal uses.

The casual, intermittent, temporary, or illegal use of land or buildings shall not be sufficient to

establish the existence of a nonconforming use and the existence of nonconforming use on a part of a lot or tract shall not be sufficient to establish a nonconforming use on the entire lot or tract.

Sec. 118-397. Existence of a nonconforming building or use.

(a) The planning and zoning director shall make a determination as to the existence of a nonconforming use or building and in so doing may make use of affidavits and investigation in addition to the data presented on the city's building card, occupational license or any other official record of the city.

(b) The question as to whether a nonconforming use or building exists shall be a question of fact and in case of doubt or challenge raised to the determination made by the planning and zoning director, the question shall be decided by appeal to the board of adjustment after public notice and hearing and in accordance with the procedures set forth in section 118-134. In making the determination the board may require certain improvements that are necessary to insure that the nonconforming use or building will not have a negative impact on the neighborhood.

Sec. 118-398. Building nonconforming in height, density, parking, floor area ratio or bulk.

Except as provided in Article IX, herein, a ~~A~~ nonconforming building shall not be altered or extended, unless such alteration or extension decreases the degree of nonconformity but in no instance shall the floor area requirements of any unit which is being altered or extended be less than the required floor area set forth in the applicable zoning district.

Sec. 118-399. Procedure for retention of illegally subdivided units, undersized units or illegally installed kitchens.

The following procedure is only applicable to zoning violation notices for buildings or structures which contain units which are illegally subdivided, units which have illegally installed kitchens and existing units which are below the minimum size established by the city. Units shall be defined as apartment units, hotel units and adult congregate living facility units.

(1) Options. Upon receiving a zoning violation notice relating to units which are illegally subdivided, units which have illegally installed kitchens and units which are below the minimum size established by the city the property owner shall appear before the code enforcement special master at the scheduled hearing and state which of the following actions the owner will take. If the owner fails to appear before the code enforcement special master at the scheduled hearing, prosecution of the violations shall start immediately. An owner may wish to voluntarily conform with this section by complying with the below procedures. The owner may either:

a. Come into compliance with the parking, density and floor area regulations of these land development regulations with regard to these units and obtain a new certificate of occupancy or certificate of completion, whichever is appropriate, within six months from the date the zoning violation notice was received; or

b. Conform to the building or structure's approved floor plan on record with the city's building services department; or

c. Establish these units as legally nonconforming by:

1. Paying a fee as provided in appendix A, plus a processing fee as provided in appendix A per unit which is in violation to the planning, design and historic preservation division; and

2. By bringing the building into compliance with the following codes and requirements within six months of the date the zoning violation notice was received:

i. Owner must show affirmative proof that the building was purchased prior to September 30,

1987, or if at a subsequent date, the owner must submit proof and an affidavit to the effect that the conditions in the building existed prior to its purchase and prior to September 30, 1987.

ii. These land development regulations, with the exception of parking, density and floor area regulations (owner must comply with all other land development regulations).

If the building is ~~a~~ located within an historic district, or is a designated contributing ~~historic~~ structure or site as defined in these land development regulations, all exterior and public interior improvements ~~(paint, windows, doors, architectural detailing)~~ shall substantially meet the design criteria as listed in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures, ~~U.S. Department of the Interior (revised 1983),~~ as amended, as well as the Certificate of Appropriateness Criteria in Article X of these Land Development Regulations. Compliance with this requirement is to be determined by the Planning Department ~~planning, design and historic preservation division~~.

iii. ~~South~~ The applicable Florida Building Code.

iv. Fire prevention and safety code.

v. Section 58-176 et seq., pertaining to property maintenance standards, and section 58-336 et seq., pertaining to rental housing.

vi. Owner must have paid and met all requirements with regard to permit and license fees.

vii. Owner must have no outstanding city liens on the property in question.

If the property owner does not comply with all of the above within six months of the date the zoning violation notice was received, the owner shall be prosecuted before the code enforcement special master for the existing violations.

(2) City administration procedures. The department of code compliance shall provide a monthly listing of all properties cited with the zoning violations in question to the affected departments. Each of the affected department heads shall send a written report to the planning and zoning director regarding the status of the building. The report shall be sent to the Planning Department ~~planning, design and historic preservation division~~ upon compliance with the applicable code or requirement, or six months from the date of the zoning violation notice in question, whichever occurs first. The departments required to send a written report are as follows:

a. Fire department.

b. Department of code compliance.

c. Building services department.

d. Planning Department ~~Planning, design and historic preservation division~~.

e. Finance department, revenue division, lien section.

Upon receipt by the Planning Department ~~planning, design and historic preservation division~~ from all affected departments that there are no existing violations on the subject property the Planning Department ~~planning, design and historic preservation division~~ will notify the building official to correct the building card so that the illegally nonconforming units will now be legally nonconforming.

(3) Structures which are not eligible to use this procedure.

a. Buildings which are subject to the county unsafe structures board orders are not eligible to retain illegally nonconforming units under the option in subsection 118-399(1)c.

b. Units with less than 200 square feet per unit are not eligible to be retained under the option in subsection 118-399(1)c.

c. If compliance with this procedure would require the owner to make improvements totaling 50

percent or more of the value determination of the property if located north of Sixth Street or 50 percent or more of the county tax assessed value for properties in the redevelopment area, the owner will not be permitted to retain the illegally nonconforming units pursuant to the option in subsection 118-399(1)c.

(4) Subsequent renovations greater than 50 percent of value of structure or replacement value. If a building comes into compliance pursuant to the option in subsection 118-399(1)c and subsequently the owner makes renovations totaling 50 percent or more of the value determination of the property if located north of Sixth Street or 50 percent or more of the replacement value for properties in the redevelopment area, the owner must bring the building into compliance with the density, parking and floor area regulations of these land development regulations and will not be able to retain the legally nonconforming units.

SECTION 2. That Chapter 130, Entitled "Off Street Parking", Article VI, Entitled "Parking Credit System", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 130-161. Regulations.

Whenever a Building or Use that was established prior to October 1, 1989, is changed in a manner that results in an increase in the number of required Parking spaces, the following regulations shall apply. Any Building or Use that lawfully existed on October 1, 1989, shall receive a parking space credit equal to the number of parking spaces required prior to the adoption of these land development regulations. The parking credit shall run with the land and shall be applied toward the required parking as follows:

(1) The Parking credit shall only be applied to the area within the existing shell of the Building; <u>for purposes of this subsection, the shell of the building shall be defined as at least 90% of the front and street side façades remain substantially intact and are retained, 90% of the original first floor slab and 90% of all upper level floor plates remain substantially intact and are retained, and that at least 50% of the remaining interior side walls are retained</u>

(2) Parking credits shall not be applicable to Buildings or portions of a Building that have been demolished.

(3) Parking credits in the MXE Mixed Use Entertainment District shall only be applied as of November 5, 1990. Parking credits in the Redevelopment Area shall only be applied as of the effective date of these land development regulations. Any existing Use in the MXE mixed use entertainment district or redevelopment area which has satisfied the parking requirement through participation in the parking impact fee program may have its parking impact fee adjusted for parking credits at the next due date for payment. No reimbursement or prorating shall be allowed.

SECTION 3. CODIFICATION.

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

"article", or other appropriate word.

SECTION 4. REPEALER.

All ordinances or 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. 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 Date

First Reading:
Second Reading:

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

Underscore denotes new language
06/26/2003
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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: March 17, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **DISCUSSION REGARDING A PROPOSED SECOND AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT DATED JUNE 21, 1996 BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI BEACH.**

The Convention Development Tax (CDT) is a three percent tax imposed on transient rentals that is authorized by State Statute. The State Statute sets forth that two-thirds of the proceeds shall be used to extend, enlarge, and improve the largest existing publicly owned convention center in the County. Thereafter, the two-thirds proceeds may be utilized for other eligible purposes set forth in the statute, including for stadiums, exhibition halls, arenas etc. In 1996, an Interlocal Agreement was entered into between Miami-Dade County and the City of Miami Beach regarding the disposition of the two-thirds portion of the CDT which enabled the County to allocate CDT receipts for the construction of the Performing Arts Center (PAC) and set forth various other business terms.

In May 2001, as a result of the expiration of the March 31, 2004 deadline for the construction of the PAC referenced in the 1996 Interlocal Agreement, the parties executed a First Amendment to the 1996 Interlocal Agreement which provided, among other things, for Miami-Dade County to make certain payments to Miami Beach including a $15 Million payment due December 1, 2003, which had not been paid, and a subsequent payment of $50 million due on May 1, 2004, if a pledge for a Baseball Stadium had not been made by December 1, 2003.

On February 4, 2004, the Mayor and City Commission adopted Resolution No. 2004-25484 authorizing the City Attorney and City Manager to institute the Florida Government Conflict Resolution Act process pursuant to Chapter 164 of Florida Statues regarding the non-payment of the $15 million. On February 28, 2004 the City and County held the first formal hearing and at that meeting the County stated that the non-payment of the $15 million is based on the lack of available 2/3^{rds} portion of CDT receipts, due to prior obligations and commitments. At the joint meeting held on February 28, 2004, the County provided a schedule of current CDT receipts and committed expenditures, evidencing lack of available funding for existing obligations, including the $15 million payment.

Since December 2003, I have been in discussions with the County Manager to resolve these outstanding disputes.

The following Agreement has been reached, and approved by the Miami-Dade County Budget and Finance Committee on March 11, 2004 and will be considered by the Board of County Commissioners on March 16, 2004.

Agenda Item R9F
Date 3-17-04

The Second Amendment attached hereto sets forth the following:

- The County will remit $15 million payment within 10 days of the effective date of the Agreement i.e. 10 days after County approval or veto override, and upon City approval.
- All reference to Baseball, including paragraph C of Amendment One to the Interlocal which required the City's support of all County and State legislative initiatives related to the financing and development of the baseball stadium project, will be eliminated.
- The County agrees to include a $55 million Convention Center Expansion Project in the proposed November 2004 G.O. Bond Program.

If the G.O. Bond Program is approved, the City will also receive:

- $45 million (capped) payment stream from 20% of the South Pointe Tax Increment commencing October 1, 2005 to September 30, 2016, continuing to September 30, 2017 at a rate of 45% if the $45 million cap has not been achieved said proceeds are available to the City for eligible CDT or Municipal Tourist Resort Tax uses.

If the G.O. Bond program is not approved by the voters, the City will receive:

- $55 million (capped) payment stream from 20% of the South Pointe Tax Increment from commencing October 1, 2005 to September 30, 2016, continuing beyond that date at a rate of 45% if the $55 million cap has not been achieved, for the expansion or enhancement of the Miami Beach Convention Center.

Additionally in either case:

- All payments referenced above may be pledged by the City as security to fund capital costs and the County agrees to cooperate with the City in any such bond issuance.
- The forecasted CDT receipt schedule will remain intact, which has to date not realized any payments due to the adverse impact of 9/11. It is projected, based on new forecasts, that a revenue stream may be realized after 2020.
- The City agrees to drop the pending claim processed under Chapter 164.
- The Termination Date has been clarified as the latest of (a) September 30, 2040; (b) the latest expiration of any agreement providing for the pledge of CDT receipts for the PAC, or (c) the latest expiration of any Agreement providing for the pledge of CDT receipts for Baseball Stadium. It is anticipated that the PAC or Baseball financing is likely to last at least 40 years, which could result in an additional 5 year payment stream as contemplated by the terms of the Agreement.
- All other terms of the First Amendment remain the same.

In addition to the points identified above, the County Manager and I have agreed to amend the Redevelopment Agency Interlocal Agreement to address the refinancing of certain existing debt within the City Center District and to address the payment to the County to offset costs associated with the administration of redevelopment agencies and a like payment to the City at fiscal year end. Those agreements will be presented to the Board of County Commissioners and the City Commission for consideration at a future meeting.

In that the attached agreement authorizes the $15 million payment to be advanced from non-ad valorem general fund revenues, guarantees the City inclusion in a 2004 G.O. Bond Program if it is placed on the ballot and provides an additional $45 million (if G.O. Bond is approved) or $55 million (if G.O. Bond is not approved) revenue stream from non-ad valorem general revenues over approximately the next 11-12 years, the City Commission should consider the proposed Second Amendment to the 1996 Interlocal Agreement in light of the constraints on the CDT revenue stream.

This proposed settlement agreement achieves two of our key objectives: (1) securing the immediate payment of the $15 million owed to the City's and (2) securing funding to accomplish the anticipated expansion of the Miami Beach Convention Center.

JMG/CMC/PDW/rar
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MEMORANDUM

TO: Honorable Chairperson Barbara Carey-Shuler, Ed. D. and Members, Board of County Commissioners

DATE:

SUBJECT: Second Amendment to Miami Beach Interlocal Agreement

FROM: George M. Burgess
County Manager

Recommendation

It is recommended that the Board adopt a resolution approving, in substantially the form attached to the resolution, the Second Amendment to the 1996 Interlocal Agreement with the City of Miami Beach and authoring e its execution and delivery following approval by the County Attorney's Office.

Background

The Convention Development Tax (CDT) is a three percent tax imposed on transient rentals. The CDT was approved, in part, to recognize the importance to the local economy of the continued maintenance, improvement, and expansion of the Miami Beach Convention Center. In accordance with state law, two-thirds of the CDT revenue was used initially for the extension, enlargement and improvement of the Miami Beach Convention Center. Upon the completion of such improvements, the two-thirds portion of the CDT revenue may be used for other qualified projects throughout the County which has been the case since the initial financing for the Convention Center in 1987. The one-third portion of the CDT revenues was limited by the state law to use in the City of Miami. The one-third share of the CDT for use in the City of Miami was used for the Miami Arena initially and subsequently for various projects, including support for the American Airlines Arena and for the Performing Arts Center. In 1996, the Board approved an Interlocal Agreement with the City of Miami Beach, which clarified that the County could allocate the CDTreceipts for eligible projects, in particular, for support of the Convention Center and the Performing Arts Center.

In April, 2001, the Interlocal Agreement was amended to provide for certain payments to Miami Beach including a one-time, CDT-backed $15 million payment for Convention Center-related projects (to be made from CDT-backed financing proceeds or available CDT funds on December 1, 2003), annual CDT payments of $4.5 million for operating costs associated with the Convention Center, additional annual payments from available residual CDT Receipts (Residual CDT Receipts Payments), annual payments through 2020 following the termination of the South Pointe Community Redevelopment Agency, and a possible $50 million payment depending on the pledging of revenues to a baseball stadium. In return, the City agreed to the termination of

the South Pointe Community Redevelopment Agency (CRA) in 2005 as well as other provisions, such as a $2 million payment for books and materials at the new Miami Beach Regional Library.

Subsequent to the approval of the First Amendment to the 1996 Interlocal Agreement, the terrorist attacks on September 11, 2001, and the downturn of the economy seriously reduced tourist tax collections, and collections of the CDT in particular. As a result, the City has not received any of the Residual CDT Receipts Payments envisioned in the First Amendment. In fact, even assuming the CDT grows at an annual rate of seven percent, the Residual CDT Receipts Payments to the City will not begin until approximately 2022. This loss of revenue affects the City's plans for the expansion and operation of the Convention Center.

In addition, the financing for the Performing Arts Center planned for the Fall of 2003 has been re-scheduled for 2004 because of construction delays that slowed the expenditure of funds on-hand. Because of the reduced CDT revenue collections, there were no funds available to make the $15 million payment due December 1, 2003. The County Attorney's Office indicated that the language in the First Amendment to the 1996 Interlocal Agreement limited the County's obligation to make such payment to available CDT Receipts. .

On November 4, 2003, the County Commission approved the pledge of $35 million in CDT backed revenues to a new baseball stadium. As a result of that pledge, the $50 million CDT grant envisioned by the City to expand the Convention Center was negated. At the same time, the Board raised concerns regarding the loss of support for the Convention Center projects and provided that the CDT funding for those projects would be replaced if an agreement for funding the baseball stadium were not finalized. Considering the importance to the community of the Convention Center, I began meetings with the City Manager to develop a Second Amendment to the 1996 Interlocal Agreement that would address all the changes that have occurred since the approval of the First Amendment to the 1996 Interlocal Agreement.

No agreement was reached by February 4, 2004, at which time, the City Commission voted to authorize conflict resolution procedures as required by the state regarding the payment of the $15 million that was to have been paid on December 1, if funds had been available. The first mediation meeting was held on February 27. At the meeting, it was explained that the planned Convention Center Expansion Project was projected to cost in excess of $50 million, probably in the range of $55 million to $60 million. It was agreed that attorneys from the City and County would meet regarding the legal issues surrounding the use of the two-thirds share of the CDT and the debt service and other contractual obligations on CDT revenues. At the same time, City of Miami Beach Manager Jorge Gonzalez and I continued to discuss a compromise agreement that would be fair to both parties and would recognize both the reduction in CDT Receipts and the importance of the Convention Center projects.

As a result of those meetings, the City Manager and I have agreed upon the following provisions:

1. The City will withdraw the pending claim processed under Chapter 164 of the Florida Statutes regarding the $15 million payment.
2. The County will pay to the City the $15 million payment that was to have been made on December 1, 2003, (if funds had been available) within 10 days of the effective date of the amendment. The source of the funds will be an advance to be reimbursed

from a subsequent CDT-backed financing; in particular the financing that is projected to be required this year to continue construction of the Performing Arts Center and the Neighborhood Cultural Facilities, including the South Miami-Dade Cultural Center, the Coconut Grove Playhouse renovations, the Caribbean Market Place, the Lyric Theater, and the Civil Rights Museum.

3. The $50 million CDT obligation to the City would be eliminated from the First Amended Interlocal Agreement, regardless of the results of negotiations regarding a baseball stadium. Although the pledge of $35 million for the baseball stadium backed by CDT revenues is the maximum projected to be available for such a purpose at this time, future residual revenues and receipts above those currently projected could address other projects such as any increased costs associated with the construction of the Performing Arts Center or operating support for the Performing Arts Center and other museums. In the event that the baseball stadium project does not go forward, the $50 million commitment to the City could affect CDT support of those other projects. The requirement in the First Amendment to the 1996 Interlocal Agreement that the City of Miami Beach support initiatives related to the financing and development of a baseball stadium is also eliminated.
4. A $55 million Convention Center Expansion Project would be included in the general obligation bond issue to be considered by the voters in the fall. That project funding would replace the CDT obligation if successful.
5. In the event that the Convention Center Expansion Project is approved as part of the general obligation bond issue, the current payment schedule replacing the South Pointe CRA Tax Increment Payment would be increased from the current payment schedule (the equivalent of a 75 percent payment of the tax increment through 2016 and a fifty percent payment of the tax increment through 2020) to the equivalent of 95 percent payment of the tax increment until a total of $45 million more than required under the First Amendment to the 1996 Interlocal Agreement is paid to the City from non-ad valorem County sources or until September 30, 2017, whichever comes first. Once the additional payments reach $45 million, or in 2018, the payment schedule would revert to that in the First Amendment to the 1996 Interlocal Agreement. The City could use the additional payments for any needs identified by the City, which needs are eligible uses for CDT or Municipal Tourist Resort Tax receipts. The additional payments would partially offset the loss of the annual CDT payments anticipated by the City in the First Amendment to the 1996 Interlocal Agreement.
6. In the event that the $55 million Convention Center Expansion Project is NOT approved as part of a general obligation bond issue in November, 2004, then the current payment schedule replacing the South Pointe CRA Tax Increment Payment would be increased to the equivalent of 95 percent of the tax increment until a total of $55 million more than required under the First Amendment to the 1996 Interlocal Agreement is paid to the City from non-ad valorem County sources. The City would be required to use those additional funds for the planned Convention Center Expansion Project. It is projected that the additional payments would be made through 2018, depending on the growth in the assessed values in the South Pointe area. Once the additional payments reach the level of $55 million, the replacement payments for the South Pointe CRA would revert to the schedule in the First

Amendment to the 1996 Interlocal Agreement. Any additional funding required for the project or for project financing would be the responsibility of the City.

7. The payments to the City made as described in points 5 and 6, above, may be pledged by the City as security to fund capital costs, and the County agrees to cooperate with the City.
8. All other provisions of the existing Interlocal Agreement, as amended in 1996, will remain, including the requirement that the City pay $2 million to reimburse the County Library System for books and materials at the Miami Beach Library.
9. The Termination Date of the Interlocal Ageement is changed, regardless of any agreement concerning a baseball stadium, to the latest of (a) September 30, 2040, (b) the latest expiration of any agreement providing for the pledge of CDT Receipts for the Performing Arts Center, and (c) the latest expiration of any agreement providing for the pledge of CDT Receipts for a baseball stadium.

In addition to the points identified above, the City Manager and I have agreed to amend the interlocal agreements with the City's Community Redevelopment Agency (CRA) to address the refinancing of certain existing debt as requested by the CRA and to address the payment to the County to offset costs associated with the administration of redevelopment agencies. Those agreements will be presented to the Board for consideration at a future meeting.

While the business points of the Second Amendment have been agreed to, the final document is still under review, and some technical adjustments may be made. It is recommended that the Board approve the business points identified above and the attached agreement with the exact wording of the final agreement may be modified. It is recommended that I be given the authority to execute the final agreement when it is acceptable to the County Attorney unless there are substantial changes, in which case Board approval would be required.

cmo04704

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION APPROVING SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT DATED JUNE 21, 1996 BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI BEACH AND AUTHORIZING COUNTY MANAGER TO EXECUTE AND DELIVER SAID AMENDMENT UPON COUNTY ATTORNEY'S APPROVAL OF ANY MODIFICATIONS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated in this resolution by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that the Second Amendment to the Interlocal Cooperation Agreement dated June 21, 1996 between Miami-Dade County and the City of Miami Beach in substantially the form attached as Exhibit "A" to this resolution is approved and the County Manager is authorized to execute and deliver the Second Amendment upon approval of any modifications by the Office of the County Attorney.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro
Betty T. Ferguson
Joe A. Martinez
Dennis C. Moss
Natacha Seijas
Jose "Pepe" Diaz
Sally A. Heyman
Jimmy L. Morales
Dorrin D. Rolle
Rebeca Sosa
Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this day of , 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by the County Attorney as to form and legal sufficiency.

By: _____
Deputy Clerk

RESO/00404

Exhibit A

SECOND AMENDMENT TO
THE INTERLOCAL COOPERATION AGREEMENT
DATED JUNE 21, 1996
BETWEEN MIAMI-DADE COUNTY AND
THE CITY OF MIAMI BEACH

This Second Amendment (the "Amendment") to the 1996 Interlocal as hereinafter defined, as amended by the First Amendment and Addendum as each are hereinafter defined, made this _____ day of _____, 2004 by and between Miami-Dade County, a political subdivision of the State of Florida (the "County") and the City of Miami Beach, a municipal corporation organized under the laws of the State of Florida (the "City" or "CMB").

A. The Parties have previously executed an Interlocal Cooperation Agreement dated June 21, 1996 (the "1996 Interlocal") providing for the allocation of Convention Development Tax (CDT) receipts which 1996 Interlocal was amended by Amendment One to the 1996 Interlocal dated April 24, 2001, by and between the City and the County (the "First Amendment") and the Addendum to Amendment One to the 1996 Interlocal on May 22, 2001 pursuant to Resolution No. R-563-01. The 1996 Interlocal as amended by the First Amendment and the Addendum shall be referred to herein as the Amended 1996 Interlocal. The Parties acknowledge and agree that the Amended 1996 Interlocal remains in full force and effect, as amended by this Amendment.

B. To the extent that the terms and provisions of the 1996 Interlocal are not expressly amended herein, such other terms and provisions shall be deemed to be in full force and effect, except that in the event of conflict between the Amended 1996 Interlocal and this Amendment, the provisions of this Amendment shall prevail. All capitalized terms contained in this Amendment which are not defined in this Amendment shall have the respective meanings ascribed to them in the Amended 1996 Interlocal.

C. The definition of "Termination Date" is hereby deleted and replaced with the following:

"Termination Date" shall mean the latest of (a) September 30, 2040, (b) the latest expiration of any agreement providing for the pledge of CDT Receipts for the Performing Arts Center, or (c) the latest expiration of any agreement providing for the pledge of CDT Receipts for a baseball stadium.

D. Paragraph C of the First Amendment is hereby deleted in its entirety.

E. Section I.D.3 of the Amended 1996 Interlocal is hereby deleted in its entirety and replaced with the following:

3. A net capital contribution of $15.0 million to be remitted to the City within ten days of the effective date of this Amendment (Remittance Date). These funds shall be used for Convention Center Complex Area Projects to the extent such projects are

eligible for CDT funding pursuant to state law. To the extent the Two-Thirds Portion of the CDT Receipts available on such Remittance Date is less than $15.0 million, the County Manager shall remit on the Remittance Date to the City as an advance the balance due from non-ad valorem general fund revenues. Notwithstanding the foregoing, the County shall reimburse itself for the advance of such funds upon a subsequent issuance by the County of bonds that are secured by a first lien on CDT Receipts.

F. Section I.D. 4 of the Amended 1996 Interlocal is hereby deleted in its entirety and replaced with the following.

4.(a) The following payments[1]:

2001 - 25% of CDT Receipts received by the County in Fiscal Year 2001 in excess of $31,522,748
2002 - 25% of CDT Receipts received by the County in Fiscal Year 2002 in excess of $33,729,341
2003 - 25% of CDT Receipts received by the County in Fiscal Year 2003 in excess of $36,090,395
2004 - 25% of CDT Receipts received by the County in Fiscal Year 2004 in excess of $38,616,722
2005 - 100% of CDT Receipts received by the County in Fiscal Year 2005 greater than $40,547,558 but less than $41,536,146
2006 - 90% of CDT Receipts received by the County in Fiscal Year 2006 greater than $42,574,936 but less than $44,676,279
2007 - 80% of CDT Receipts received by the County in Fiscal Year 2007 greater than $44,703,683 but less than $48,053,806
2008 - 70% of CDT Receipts received by the County in Fiscal Year 2008 greater than $46,938,867 but less than $51,686,674
2009 - 60% of CDT Receipts received by the County in Fiscal Year 2009 greater than $49,285,811 but less than $55,594,186
2010 - 50% of CDT Receipts received by the County in Fiscal Year 2010 greater than $51,750,101 but less than $59,797,107
2011 - 50% of CDT Receipts received by the County in Fiscal Year 2011 greater than $54,337,606 but less than $64,317,768
2012 - 50% of CDT Receipts received by the County in Fiscal Year 2012 greater than $57,054,487 but less than $69,180,191
2013 - 50% of CDT Receipts received by the County in Fiscal Year 2013 greater than $59,907,211 but less than $74,410,214
2014 - 50% of CDT Receipts received by the County in Fiscal Year 2014 greater than $62,902,571 but less than $80,035,626
2015 - 50% of CDT Receipts received by the County in Fiscal Year 2015 greater than $66,047,700 but less than $86,086,319
2016 - 50% of CDT Receipts received by the County in Fiscal Year 2016 greater than $69,350,085 but less than $92,594,445
2017 - 50% of CDT Receipts received by the County in Fiscal Year 2017 greater than $72,817,589 but less than $99,594,585
2018 - 50% of CDT Receipts received by the County in Fiscal Year 2018 greater than $76,458,469 but less than $107,123,935
2019 - 50% of CDT Receipts received by the County in Fiscal Year 2019 greater than $80,281,392 but less than $115,222,505
2020 - 50% of CDT Receipts received by the County in Fiscal Year 2020 greater than $84,295,462 but less than $123,933,326
2021 - 50% of CDT Receipts received by the County in Fiscal Year 2021 greater than $88,510,235 but less than $133,302,687
2022 - 50% of CDT Receipts received by the County in Fiscal Year 2022 greater than $92,935,747 but less than $143,380,370
2023 - 50% of CDT Receipts received by the County in Fiscal Year 2023 greater than $97,582,534 but less than $154,219,926
2024 - 50% of CDT Receipts received by the County in Fiscal Year 2024 greater than $102,461,661 but less than $165,878,952
2025 - 50% of CDT Receipts received by the County in Fiscal Year 2025 greater than $107,584,744 but less than $178,419,400
2026 - 50% of CDT Receipts received by the County in Fiscal Year 2026 greater than $112,963,981 but less than $191,907,907
2027 - 50% of CDT Receipts received by the County in Fiscal Year 2027 greater than $118,612,180 but less than $206,416,145
2028 - 50% of CDT Receipts received by the County in Fiscal Year 2028 greater than $124,542,789 but less than $222,021,205
2029 - 50% of CDT Receipts received by the County in Fiscal Year 2029 greater than $130,769,928 but less than $238,806,008
2030 - 50% of CDT Receipts received by the County in Fiscal Year 2030 greater than $137,308,425 but less than $256,859,742
2031 - 50% of CDT Receipts received by the County in Fiscal Year 2031 greater than $144,173,846 but less than $276,278,339
2032 - 50% of CDT Receipts received by the County in Fiscal Year 2032 greater than $151,382,538 but less than $297,164,981
2033 - 50% of CDT Receipts received by the County in Fiscal Year 2033 greater than $158,951,665 but less than $319,630,654
2034 - 50% of CDT Receipts received by the County in Fiscal Year 2034 greater than $166,899,248 but less than $343,794,731
2035 - 50% of CDT Receipts received by the County in Fiscal Year 2035 greater than $175,244,211 but less than $369,785,613
2036 - 50% of CDT Receipts received by the County in Fiscal Year 2036 greater than $184,006,421 but less than $397,741,405
2037 - 50% of CDT Receipts received by the County in Fiscal Year 2037 greater than $193,206,742 but less than $427,810,655
2038 - 50% of CDT Receipts received by the County in Fiscal Year 2038 greater than $202,867,080 but less than $460,153,141
2039 - 50% of CDT Receipts received by the County in Fiscal Year 2039 greater than $213,010,433 but less than $494,940,718
2040 - 50% of CDT Receipts received by the County in Fiscal Year 2040 greater than $223,660,955 but less than $532,358,236

[1]All years listed above are fiscal years ending September 30; all CDT Receipts are based on Current CDT Rate.

To the extent the Termination Date is later than September 30, 2040, the City will continue to receive an allocation of 50% of CDT Receipts calculated based upon the Current CDT Rate and the formula established in the aforementioned schedule, which represents County growth estimates of annual CDT Receipts based upon the Current CDT Rate between 5% and a cap of 7.56% growth. The county shall receive 100% of any annual CDT Receipts in excess of the 7.56% annual growth figure based on the Current CDT Rate.

(b) Annual payments to the City as listed in Section I.D. 4.(a) above shall be capped at $50 million, provided, however, that beginning in Fiscal Year ending September 30, 2030, the $50 million cap shall escalate annually at the lesser of three percent (3%) or the Consumer Price Index for All Urban Consumers for the United States, all items, index base period 1982-84=100 (commonly referred to as CPI-U), as published periodically by the United States Bureau of Labor Statistics. These payments to the City shall be used for Convention Center Complex Area projects to the extent such projects are eligible for CDT funding pursuant to state law. To the extent that the City determines funds are not needed for the Convention Center Complex Area projects, the funds may be used for other projects eligible for CDT funds under State law. The County shall have ninety (90) days after the close of the County's fiscal year to make its remittance to the City.

G. Section I.D.5. of the Amended 1996 Interlocal is hereby deleted in its entirety.

H. It is expected the County will place on the November 2004 ballot a General Obligation Bond (GOB) Program for voter consideration to fund major infrastructure and capital improvements. If a GOB issue is placed on that ballot, the County will include in that GOB program funding to be paid to the City of Miami Beach for a project related to the expansion or enhancement of the Miami Beach Convention Center. The amount of funding allocated to such a project in the GOB program shall be $55 million. The City will not be precluded from requesting funding in any future County general obligation bond program regardless of the results of any November 2004 bond referendum or by any provision of this agreement.

I. Section IV. A. of the Amended 1996 Interlocal is amended to include a new subparagraph 4 and to renumber the existing subparagraph 4 and all subsequent paragraphs as follows:

IV. MUTUAL OBLIGATIONS AND RESPONSIBILITIES

A. ANNUAL PAYMENT

4. (i) In the event that the project related to the expansion or enhancement of the Miami Beach Convention Center is approved by the voters as part of the November, 2004, GOB Program, commencing October 1, 2005, the County shall annually appropriate and remit to the City no later than January 1 of the following year an amount equivalent to twenty percent (20%) of the difference between (a) the amount of general Countywide operating ad valorem taxes levied each year by the County, exclusive of any amount from any debt service millage, on the assessed value of the taxable real property contained within the geographic boundaries specifically described in Exhibit A to this Amendment and (b) the amount of general Countywide operating ad valorem

taxes which would have been produced by the rate upon which the tax is levied each year by the County, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the geographic area specifically described in Exhibit A for the tax year 1976. Such annual payments shall continue until September 30, 2016. In the year 2017, the payment amount shall be forty-five percent (45%) of the difference between (a) the amount of general Countywide operating ad valorem taxes levied each year by the County, exclusive of any amount from any debt service millage, on the assessed value of the taxable real property contained within the geographic boundaries specifically described in Exhibit A to this Amendment and (b) the amount of general Countywide operating ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by the County, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the geographic area specifically described in Exhibit A for the tax year 1976. The payments under this subparagraph 4(i) shall end the earlier of September 30, 2017, or when the total amount remitted by the County to the City under this subparagraph 4(i) reaches $45 million. The total amount remitted by the County to the City pursuant to this subparagraph 4(i) shall be expended by the City for any need identified by the City, which need would be an eligible use for CDT or Municipal Tourist Resort Tax receipts and all, or any, of the payments made under this subparagraph 4(i) may be pledged by the City as security for any indebtedness incurred by the City to fund any capital costs. The payments in this subparagraph 4(i) are in addition to the GOB Program bond proceeds identified in paragraph H above.

(ii) In the event there is no GOB Program placed on the November, 2004, ballot or in the event that the project related to the expansion or enhancement of the Miami Beach Convention Center is NOT approved by the voters as part of the November, 2004, GOB Program, commencing October 1, 2005, the County shall annually appropriate and remit to the City no later than January 1 of the following year an amount equivalent to twenty percent (20%) of the difference between (a) the amount of general Countywide operating ad valorem taxes levied each year by the County, exclusive of any amount from any debt service millage, on the assessed value of the taxable real property contained within the geographic boundaries specifically described in Exhibit A to this Amendment and (b) the amount of general Countywide operating ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by the County, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the geographic area specifically described in Exhibit A for the tax year 1976. Such annual payments shall continue through September 30, 2016, at which time payment amount shall increase to forty-five percent (45%) of the difference between (a) the amount of general Countywide operating ad valorem taxes levied each year by the County, exclusive of any amount from any debt service millage, on the assessed value of the taxable real property contained within the geographic boundaries specifically described in Exhibit A to this Amendment and (b) the amount of general Countywide operating ad

valorem taxes which would have been produced by the rate upon which the tax is levied each year by the County, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the geographic area specifically described in Exhibit A for the tax year 1976. The payments under this subparagraph 4(ii) shall continue until the total of such payments reaches $55 million. The total amount remitted by the County to the City pursuant to this subparagraph 4(ii) shall be expended by the City solely for capital costs for the expansion or enhancement of the Miami Beach Convention Center, and all, or any, of the payments made under this subparagraph 4(ii) may be pledged by the City as security for any indebtedness incurred by the City to fund any such capital costs.

(iii) In connection with any pledge by the City of the payments to be received from the County pursuant to subparagraphs 4(i) and 4(ii) above, the County shall cooperate with the City.

Subparagraph 4 becomes subparagraph 5

Subparagraph 5 becomes subparagraph 6

Subparagraph 6 becomes subparagraph 7

Subparagraph 7 becomes subparagraph 8

Subparagraph 8 becomes subparagraph 9

Subparagraph 9 becomes subparagraph 10

J. Section IV. A. 8 and 9 of the Amended 1996 Interlocal are amended to read:

8. It is understood and agreed that the amounts payable by the County under sections IV.A. 2., 3., 4., and 5. above, are calculated by reference to certain ad valorem tax collections, but said payments shall be paid solely from non-ad valorem revenues of the County, and the obligation of the County to make such payments shall not create any debt, liability, obligation, or pledge of the taxing power, on the part of the County that would require said payments to be subject to referendum.
9. The provisions of this Section IV. A(1) through (8) shall survive the termination of this Amendment, the First Amendment to the 1996 Interlocal, and the 1996 Interlocal, regardless of the reason for such termination.

K. Section VI. of the Amended 1996 Interlocal is amended to read as follows :

VI. Entire Agreement. This Amendment and the Amended 1996 Interlocal constitute the sole and only agreement of the Parties with respect to the Two-Thirds Portion of the CDT Receipts and correctly sets forth the rights, duties and obligations of each to

the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in the Amended 1996 Interlocal and this Amendment are of no force and effect.

K. Upon adoption of this Second Amendment to the Interlocal Agreement, the pending claim of the City processed under Chapter 164 Florida Statute shall be withdrawn, and the parties agree that this instrument represents the understanding under which the Parties shall proceed in accordance with its terms.

_____
Jorge M. Gonzalez
City Manager
City of Miami Beach

_____
George M. Burgess
County Manager
Miami-Dade County

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
City Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Assistant County Attorney

_____
City Clerk

_____
Clerk of the Board

R10

CITY ATTORNEY

REPORTS

OFFICE OF THE CITY ATTORNEY
CITY OF MIAMI BEACH

TO: Mayor David Dermer
Members of the City Commission
City Manager Jorge Gonzalez

FROM: Murray H. Dubbin
City Attorney

SUBJECT: **Notice of Closed Executive Session**

DATE: February 26, 2004

Pursuant to Section 286.011, Florida Statutes, a Closed Executive Session will be held during lunch recess of the City Commission meeting on March 17, 2004 in the City Manager's large conference room, Fourth Floor, City Hall, to discuss pending litigation on the following case:

> M/A-COM. Inc., a Florida corporation vs. City of Miami Beach, Florida, a Florida municipal corporation and Motorola, Inc., a Delaware corporation.
> Eleventh Judicial Circuit, General Jurisdiction, Case No. 03-10254 CA 15

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 and Deputy City Attorney Jean Olin.

Agenda Item R10A
Date 3-17-04

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INFORMATION ITEMS

OFFICE OF THE CITY ATTORNEY

City of Miami Beach

F L O R I D A

MURRAY H. DUBBIN
City Attorney

Telephone: (305) 673-7470
Telecopy: (305) 673-7002

COMMISSION MEMORANDUM

DATE: March 17, 2004

TO: Mayor David Dermer
Members of the City Commission
City Manager Jorge M. Gonzalez

FROM: Murray H. Dubbin
City Attorney

SUBJECT: **City Attorney's Status Report**

I. LAWSUITS FILED AGAINST THE CITY OF MIAMI BEACH SINCE THE LAST REPORT

1. Friday Cartwright and Clyde Cartwright, her husband, vs. City of Miami Beach, a Florida Municipality. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-2201 CA 01(25)

   The City was served with this complaint on February 19, 2004, wherein the plaintiff alleges that on August 4, 2001, while using the public shower on the beach at Ocean Drive and 29th Street, she slipped and fell while standing on a wooden pallet which was placed in the shower area and which was allegedly extremely slippery. Plaintiff alleges to have sustained a bimalleor right ankle fracture. An answer and affirmative defenses will be timely filed, as well as discovery propounded.

2. Ell-Gee, Inc., a Florida Corporation, Club Madonna, a Florida Corporation, and Leroy Griffith, Individually, vs. City of Miami Beach, a Florida Municipality, Nancy Leibman, Individually, Jorge Gomez, Individually, and Al Childress, Individually. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-3023 CA 23

Agenda Item A
Date 3-17-04

This lawsuit seeks damages in excess of $15,000 for alleged enforcement actions taken by the City in connection with the signs at Club Madonna at 1527 Washington Avenue, Miami Beach, which violated a condition of a Joint HP/DRB Order. The complaint attempts to sue the named individuals individually, even though it alleges they were acting within the scope of their employment. The Counts in the lawsuit include:

I. Claim for Malicious Prosecution against the City of Miami Beach

II. Negligence

III. Conspiracy to Interfere with Civil Rights

IV. Violation of Constitutional Rights

V. Civil Racketeer Influenced and Corrupt Organizations Act

VII. [sic] Intentional or Reckless Infliction of Emotional Distress by Leroy Griffiths

The City Attorney's Office believes the suit to be without merit and will vigorously defend against it.

3. City of Miami Beach vs. Royal World Metropolitan, Inc. District Court of Appeal, 3DCA No. SC04-233, Lower Case No. 3D02-3161, Trial Court Case No. 99-17243

The City has filed its jurisdictional brief and is awaiting a responsive brief from the Respondents. This arises from an opinion of the Third District Court of Appeal rendered July 16, 2003. That opinion reversed an order of the trial court that granted summary judgment in favor of the City on the basis that sovereign immunity shielded the City from liability under the Harris Act. The City thereafter filed its Motions for Rehearing, Rehearing en banc, clarification and certification which were denied. On February 16, 2004, the City filed its Notice to Invoke the Discretionary Jurisdiction of the Florida Supreme Court.

4. Joseph Sippio vs. City of Miami Beach. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-5391 CA 02

   The City was served with this Complaint on March 9, 2004, wherein the Plaintiff alleges that on October 22, 2002, while operating a bicycle southbound on northwest 27th Avenue, he was struck by a City of Miami Beach police vehicle traveling in a westbound direction on northwest 41st Street, thereby causing him to sustain a left rotator cuff tear which necessitated surgery. An answer and affirmative defenses will be timely filed, as well as discovery propounded.

5. National City Home Loan Services, Inc., vs. Jeffrey Christo, et al. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-5397 CA 02

   This is a mortgage foreclosure case for real property located at 811- 82nd Street, Miami Beach. A Lien Statement has been requested from the Finance Department. Receipt of it is expected shortly. An Answer will be filed prior to March 19, 2004.

6. Lilia Bertot, as Personal Representative of the Estate of Eduardo Bertot, deceased, vs. City of Miami Beach. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-4912 CA 27 JLW 04CMB 0020-1113

   The City was served with this wrongful death action on March 9, 2004, wherein the Personal Representative of the Estate of the deceased alleges that on November 5, 2001, the deceased, an 87 year old man, tripped and fell in a pothole located near the sidewalk on 67th Street near Collins Avenue, thereby sustaining a fracture of the right hip. It is alleged that the deceased underwent emergency surgery, spent considerable time Villa Maria Rehab and within five (5) months of his fall, allegedly as a result of his deteriorating condition because of the injuries, the elderly gentleman passed away. An answer and affirmative defenses will be timely filed, as well as discovery propounded.

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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: March 17, 2004

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 January 2004. In January 2004, gross revenues at attended facilities (garage and lots) increased by 26.90% as compared to the prior year's period. A major contributing factor to this increase is the addition of the Anchor Garage. Had this facility not been included, gross revenues would have increased 6.69% or $43,875.62.

During the month of January 2004, the Parking Department's attended locations earned a net profit of $590,029.90. This is an increase in net profit of $155,209.62 or 35.70% as compared to the same period in the prior year.

A) 17th Street Municipal Parking Garage: January 2004

During the month of January 2004, the 17th Street Garage had net revenues of $219,206.54. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $54,000.00, transient parking revenues of $158,906.54, and valet rental fees of $6,300.00. Net revenues increased from $216,172.01 in 2003, to $219,206.54 in 2004; a 1.40% increase in net revenues.

After subtracting operating expenses of $66,528.55 the facility had a net profit for the month in the amount of $152,677.99. This represents an increase in net profit for the facility in the amount of $8,321.07 or 5.76% when compared to the same period in the previous year. This increase is primarily attributable to an increase in transient parking revenues of $5,794.53 and a decrease in attendant cashier labor expense of $3,030.60 .

B) 7th Street Municipal Parking Garage: January 2004

During the month of January 2004, the 7th Street Municipal Parking Garage had net revenues of $180,542.06. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $13,500.00 and transient parking revenues of $167,042.06. When compared to the same month in the prior year (January 2003), net revenues increased from $161,307.44 in 2003, to $180,542.06 in 2004; an

Agenda Item B
Date 3-17-04

11.92% increase in net revenues. After subtracting operating expenses of $51,176.21 and debt service of $59,500.00 the facility had a net profit for the month in the amount of $69,865.85. This is an increase in net profit of $22,542.51 or 47.64% as compared to the same period in the previous year, 2003. This increase is primarily attributable to an increase in transient parking revenues of $18,859.62 and a decrease in security personnel expense of $4,530.78.

The 7th Street Garage served a total of 36,666 parkers in the month of January, 2004.

C) 5-A Municipal Surface Parking Lots (Washington Avenue to Pennsylvania and 17th Street): January 2004

During the month of January 2004, the 5-A Surface Lots had net revenues of $169,404.65. Net revenues are comprised of facility-specific access-card revenues of $16,200.00 and transient parking revenues of $153,204.65. When compared to the same period in the prior year (January 2003), net revenues increased from $150,697.75 in 2003, to $169,404.65 in 2004; representing a 12.41% increase in net revenues. After subtracting operating expenses of $23,687.11, the facility had a net profit for the month in the amount of $145,717.54. This is an increase in net profit of $21,474.85 or 17.28% from January 2003. This increase is primarily attributable to an increase in transient parking revenues of $20,866.90. The 5-A Municipal Surface Parking Lot served a total of 46,514 parkers in the month of January, 2004.

D) 12th Street Municipal Parking Garage: January 2004

During the month of January 2004, the 12th Street Garage had net revenues of $34,203.54. Net revenues are comprised of facility-specific monthly parking revenues of $4,740.00 and transient parking revenues of $29,463.54. When compared to the same month in the prior year (January 2003), net revenues increased from $32,136.87 in 2003, to $34,203.54 in 2004; a 6.43% increase in net revenues. After subtracting operating expenses of $17,223.19 the facility had a net profit for the month in the amount of $16,980.35. This is an increase in net profit of $4,759.77 or 38.95%. This increase is primarily attributable to an increase in transient parking revenues of $2,186.67 and an decrease in security personnel expense $2,546.03. The 12th Street Garage served a total of 4,783 parkers in the month of January 2004.

E) 13th Street Municipal Parking Garage: January 2004

During the month of January 2004, the 13th Street Garage had net revenues of $58,749.52. Net revenues are comprised of facility-specific monthly parking permit revenues of $8,100.00 and transient parking revenues of $50,649.52. Compared to the same month in the prior year (2003), net revenues increased from $58,383.89 in 2003, to $58,749.52 in 2004; representing a .63% increase in net revenues. After subtracting operating expenses of $28,372.84, the facility had a net profit for the month in the amount of $30,376.68. This is an increase in net profit of $4,745.33 or 18.51% from January 2003. This increase is primarily attributable to a decrease in security personnel expense of $5,009.97. The 13th Street Garage served a total of 9,724 parkers in the month of January 2004.

F) 16th Street-Anchor Parking Garage : January 2004

July 2003 was the first full month of operation of this facility by the City of Miami Beach Parking Department. During the month of January, 2004, the 16th Street Garage had net revenues of $132,568.63. Net revenues are comprised of facility-specific monthly parking revenues of $23,550.00, transient parking revenues of $94,582.18, and valet rental fees of $14,436.45. After subtracting operating expenses of $39,575.50 the facility had a net profit for the month in the amount of $92,993.13. The 16th Street Garage served a total of 22,214 parkers in the month of January, 2004.

G) 42nd Street Municipal Parking Garage: January 2004

During the month of January, 2004, the 42nd Street Garage had net revenues of $37,622.04. Net revenues are comprised of facility-specific monthly parking revenues of $33,780.00 and transient parking revenues of $3,842.04. Compared to the same month in the prior year, 2003, net revenues increased from $37,154.77 in 2003, to $37,622.04 in 2004; representing a 1.26% increase in net revenues. After subtracting operating expenses of $15,703.68 the facility had a net profit for the month in the amount of $21,918.36. The 42nd Street Garage served a total of 13,441 parkers in the month of January, 2004.

H) Electronic Parking Meter Revenue Comparison: January 2004

This statement compares parking meter revenue collected in January 2004, with revenue collected in January 2003. When comparing revenues for January 2004 in the amount of $799,055.31 to revenues for January 2003 in the amount of $769,021.52, the report reflects an increase of $30,033.79 or 3.91% 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 January 2004 decal and permit revenue decreased by $668.26 and meter rental revenue (valet, construction, and special events) increased $15,013.85. The combined total revenue produced at meters for the month of January 2004 was $813,400.90. This reflects an increase from the previous year in the amount of $44,379.38 or 5.77%.

I) Parking and Transportation Smart Card Sales: January 2004

In the month of January 2004, the Parking Department sold 2,771 Parking Meter Cards to merchants, vendors, hoteliers, and the public, for revenues in the amount of $67,010.00.

J) Hotel Hangtag Sales: January 2004

In the month of January 2004, the Parking Department sold 2,900 hotel hangtags to hoteliers in the amount of $17,400.00.

K) Multi-Space Parking Meter Pilot Program: January 2004

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)

January 2003	January 2004	Increase (Decrease)	Year to Date 2002/2003	Year to Date 2003/2004	Increase (Decrease)
$10.90	$8.70	20.18%	$6.78	$10.65	57.08%

777 17th Street
(27 spaces)

January 2003	January 2004	Increase (Decrease)	Year to Date 2002/2003	Year to Date 2003/2004	Increase (Decrease)
$2.66	$2.77	4.14%	$2.51	$3.00	19.52%

Method of Payment Distribution Year to Date for All Collections

Currency	66.64%
Coin	22.64%
Credit Card	10.72%
Total	100.00%

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY

LOCATION	Revenue 2003 January	Revenue 2004 January	Revenue Increase/ (Decrease)	Revenue Percent of Increase/ (Decrease)	Expenses 2003 January	Expenses 2004 January	Expenses Increase/ (Decrease)	Expenses Percent of Increase/ (Decrease)	Profit/(Loss) 2003 January	Profit/(Loss) 2004 January	Profit/(Loss) Increase/ (Decrease)	Profit/(Loss) Percent of Increase/ (Decrease)
17 St. Garage	216,172.01	219,206.54	**3,034.53**	**1.40%**	71,815.09	66,528.55	**(5,286.54)**	**-7.36%**	144,356.92	152,677.99	**8,321.07**	**5.76%**
7th St. Garage	161,307.44	180,542.06	**19,234.62**	**11.92%**	54,484.10	51,176.21	**(3,307.89)**	**-6.07%**	106,823.34	129,365.85	**22,542.51**	**21.10%**
17th St. Lots	150,697.75	169,404.65	**18,706.90**	**12.41%**	26,455.06	23,687.11	**(2,767.95)**	**-10.46%**	124,242.69	145,717.54	**21,474.85**	**17.28%**
12th St. Garage	32,136.87	34,203.54	**2,066.67**	**6.43%**	19,916.29	17,223.19	**(2,693.10)**	**-13.52%**	12,220.58	16,980.35	**4,759.77**	**38.95%**
13th St. Garage	58,383.89	58,749.52	**365.63**	**0.63%**	32,752.54	28,372.84	**(4,379.70)**	**-13.37%**	25,631.35	30,376.68	**4,745.33**	**18.51%**
42nd St. Garage	37,154.77	37,622.04	**467.27**	**1.26%**	15,609.37	15,703.68	**94.31**	**0.60%**	21,545.40	21,918.36	**372.96**	**1.73%**
16th St. - Anchor	0.00	132,568.63	**132,568.63**	**#DIV/0!**	0.00	39,575.50	**39,575.50**	**#DIV/0!**	0.00	92,993.13	**92,993.13**	**#DIV/0!**
Totals	**655,852.73**	**832,296.98**	**176,444.25**	**26.90%**	**221,032.45**	**242,267.08**	**21,234.63**	**9.61%**	**434,820.28**	**590,029.90**	**155,209.62**	**35.70%**

	Revenue Per Space	Expenses Per Space	Profit/Loss Per Space	
17 St. Garage	150.14	45.57	104.57	The 17th Street Garage has 1460 spaces.
7th St. Garage	279.48	79.22	200.26	The 7th Street Garage has 646 spaces.
17th St. Lots	334.79	46.81	287.98	The 17th Street Lots have 506 spaces.
12th St. Garage	255.25	128.53	126.72	The 12th Street Garage has 134 spaces.
13th St. Garage	205.42	99.21	106.21	The 13th Street Garage has 286 spaces.
42nd St. Garage	60.68	25.33	35.35	The 42nd Street Garage has 620 spaces.
16th St. - Anchor	165.09	49.28	115.81	The 16th Street Anchor Garage has 803 spaces.

CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY - YTD

LOCATION	Revenue 2003 January YTD	Revenue 2004 January YTD	Revenue Increase/ (Decrease)	Revenue Percent of Increase/ (Decrease)	Expenses 2003 January YTD	Expenses 2004 January YTD	Expenses Increase/ (Decrease)	Expenses Percent of Increase/ (Decrease)	Profit/(Loss) 2003 January YTD	Profit/(Loss) 2004 January YTD	Profit/(Loss) Increase/ (Decrease)	Profit/(Loss) Percent of Increase/ (Decrease)
17 St. Garage	818,310.39	832,563.41	**14,253.02**	**1.74%**	282,618.27	290,390.38	**7,772.11**	**2.75%**	535,692.12	542,173.03	**6,480.91**	**1.21%**
7th St. Garage	614,616.59	629,904.80	**15,288.21**	**2.49%**	208,901.09	207,969.11	**(931.98)**	**-0.45%**	405,715.50	421,935.69	**16,220.19**	**4.00%**
17th St. Lots	552,010.12	621,692.01	**69,681.89**	**12.62%**	107,072.50	99,961.85	**(7,110.65)**	**-6.64%**	444,937.62	521,730.16	**76,792.54**	**17.26%**
12th St. Garage	125,913.05	125,720.52	**(192.53)**	**-0.15%**	74,333.41	70,398.46	**(3,934.95)**	**-5.29%**	51,579.64	55,322.06	**3,742.42**	**7.26%**
13th St. Garage	218,598.10	218,309.16	**(288.94)**	**-0.13%**	126,436.69	118,848.32	**(7,588.37)**	**-6.00%**	92,161.41	99,460.84	**7,299.43**	**7.92%**
42nd St. Garage	150,382.18	152,511.96	**2,129.78**	**1.42%**	59,882.73	63,810.79	**3,928.06**	**6.56%**	90,499.45	88,701.17	**(1,798.28)**	**-1.99%**
16th St. - Anchor	0.00	525,700.17	**525,700.17**	**#DIV/0!**	0.00	152,022.37	**152,022.37**	**#DIV/0!**	0.00	373,677.80	**373,677.80**	**#DIV/0!**
Totals	**2,479,830.43**	**3,106,402.03**	**626,571.60**	**25.27%**	**859,244.69**	**1,003,401.28**	**144,156.59**	**16.78%**	**1,620,585.74**	**2,103,000.75**	**482,415.01**	**29.77%**

	Revenue Per Space	Expenses Per Space	Profit/Loss Per Space	
17 St. Garage	570.25	198.90	371.35	The 17th Street Garage has 1460 spaces.
7th St. Garage	975.08	321.93	653.15	The 7th Street Garage has 646 spaces.
17th St. Lots	1,228.64	197.55	1,031.09	The 17th Street Lots have 506 spaces.
12th St. Garage	938.21	525.36	412.85	The 12th Street Garage has 134 spaces.
13th St. Garage	763.32	415.55	347.77	The 13th Street Garage has 286 spaces.
42nd St. Garage	245.99	102.92	143.07	The 42nd Street Garage has 620 spaces.
16th St. - Anchor	654.67	189.32	465.35	The 16th Street Anchor Garage has 803 spaces.

CITY OF MIAMI BEACH
PARKING DEPARTMENT
17th St. Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2003 January	2004 January	Increase/ Decrease	Percent of Increase/ Decrease	Revenue/ Expense Per Space
17th St. Garage-2G						
Revenue-Ticket	480-8000-344583	153,112.01	158,906.54	5,794.53		
Revenue - Valet	480-8000-344583	6,300.00	6,300.00	0.00		
Revenue-Monthly Permits	480-8000-344514	56,760.00	54,000.00	-2,760.00		
	17th St. Garage REVENUE (Sales Tax Excluded)	216,172.01	219,206.54	**3,034.53**	**1.40%**	**$150.14**
Expenses						
Security Personnel		20,680.62	15,494.05	-5,186.57		
Attendant/Cashier Labor		39,265.13	36,234.53	-3,030.60		
FP&L		5,672.16	6,473.39	801.23		
Revenue Control Equipment Maintenance		1,666.67	1,666.67	0.00		
Armed Guard Revenue Pickup		517.18	420.00	-97.18		
Elevator Maintenance		613.00	800.50	187.50		
Landscape Maintenance		108.33	108.33	0.00		
Garage Cleaning/Maintenance		3,292.00	5,331.08	2,039.08		
	17th St. Garage EXPENSES	71,815.09	66,528.55	**-5,286.54**	**-7.36%**	**$45.57**
	17th St. Garage PROFIT/(LOSS)	144,356.92	152,677.99	**8,321.07**	**5.76%**	**$104.57**
					Number of Spaces	**1460**

Note:
The 17th Street Garage has 1460 spaces. Approximately 40% of the annual revenue is from monthly parkers including valet rentals. The remainder of income is derived from Lincoln Road/Conventions/TOPA/New World Symphony.

Excel (Fdrive/Ping/$Pers/P&L/2004/November/17thgar.xls)LN

City of Miami Beach
Parking Department
17th Street Garage - 2G

January-04

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Thursday	2489	17:00 - 17:59	432	$6,415.89
2	Friday	2859	21:00 - 21:59	482	$7,196.26
3	Saturday	3042	20:00 - 20:59	562	$7,964.49
4	Sunday	1995	00:00 - 00:59	427	$4,807.48
5	Monday	1771	17:00 - 17:59	307	$2,048.60
6	Tuesday	1792	17:00 - 17:59	296	$1,828.04
7	Wednesday	2716	19:00 - 19:59	585	$3,882.24
8	Thursday	2223	17:00 - 17:59	369	$2,805.61
9	Friday	2851	19:00 - 19:59	417	$4,671.96
10	Saturday	2547	22:00 -22:59	448	$5,533.64
11	Sunday	3162	14:00 - 14:59	734	$7,500.00
12	Monday	1695	18:00 - 18:59	275	$1,785.98
13	Tuesday	1810	17:00 - 17:59	283	$1,815.89
14	Wednesday	2400	19:00 - 19:59	611	$3,511.21
15	Thursday	2077	18:00 - 18:59	316	$2,205.61
16	Friday	3296	19:00 - 19:59	691	$6,498.13
17	Saturday	3582	19:00 - 19:59	535	$10,527.10
18	Sunday	2651	15:00 - 15:59	518	$7,138.32
19	Monday	1996	14:00 - 14:59	314	$3,180.37
20	Tuesday	2158	18:00 - 18:59	380	$2,534.58
21	Wednesday	2157	18:00 - 18:59	344	$2,321.50
22	Thursday	2705	17:00 - 17:59	418	$3,786.92
23	Friday	3547	18:00 - 18:59	606	$7,578.50
24	Saturday	4295	19:00 - 19:59	674	$13,189.72
25	Sunday	3484	14:00 - 14:59	636	$10,433.64
26	Monday	2009	17:00 - 17:59	310	$1,919.63
27	Tuesday	2122	17:00 - 17:59	346	$2,308.41
28	Wednesday	2417	14:00 - 14:59	953	$3,496.26
29	Thursday	2800	18:00 - 18:59	445	$4,469.16
30	Friday	3195	12:00 - 12:59	509	$5,969.16
31	Saturday	3272	13:00 - 13:59	597	$9,582.24
	TOTAL	**81,115**			**$158,906.54**

MONTHLY PERMIT REVENUE	**$54,000.00**
VALET REVENUE	**$6,300.00**
TOTAL NET REVENUE	**$219,206.54**

Excel (Fdrive/Ping/$Pers/P&L/2003/January/17thstrev.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
7th St. Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2003 January	2004 January	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
7th St. Garage-1G						
Revenue-Ticket	142-8000-344404	148,182.44	167,042.06	18,859.62		
Revenue-Monthly Permits	142-8000-344404	13,125.00	13,500.00	375.00		
	7th St. REVENUE (Sales Tax Excluded)	161,307.44	180,542.06	**19,234.62**	**11.92%**	**$279.48**
Expenses						
Security Personnel		26,257.88	21,727.10	-4,530.78		
Attendant/Cashier Labor		17,276.43	17,959.47	683.04		
Landscape Maintenance		984.00	918.67	-65.33		
FP&L		2,462.61	3,067.37	604.76		
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	420.00	-97.18		
Elevator Maintenance		985.00	985.00	0.00		
Surveillance System Maintenance		437.00	534.60	97.60		
	7th St. EXPENSES	54,484.10	51,176.21	**-3,307.89**	**-6.07%**	**$79.22**
	7th St. Estimated Debt Service	59,500.00	59,500.00	**0.00**	**0.00%**	**$92.11**
	7th St. PROFIT/(LOSS)	47,323.34	69,865.85	**22,542.51**	**47.64%**	**$108.15**
					Number of Spaces	**646**

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/2004/November/7thstga.xls)LN

City of Miami Beach
Parking Department
7th Street Garage-1G

January-04

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	Thursday	1997	18:00 - 18:59	298	$375.00	$64.72	$13,020.00
2	Friday	2057	23:00 - 23:59	317	$375.00	$64.72	$12,998.00
3	Saturday	2221	23:00 - 23:59	321	$375.00	$64.72	$12,744.00
4	Sunday	1716	16:00 - 16:59	301	$375.00	$64.72	$6,892.00
5	Monday	789	18:00 -18:59	138	$375.00	$64.72	$2,445.00
6	Tuesday	816	14:00 - 14:59	151	$375.00	$64.72	$2,463.00
7	Wednesday	566	14:00 - 14:59	98	$375.00	$64.72	$1,425.00
8	Thursday	741	16:00 - 16:59	128	$375.00	$64.72	$2,303.00
9	Friday	1338	23:00 - 23:59	293	$375.00	$64.72	$9,779.00
10	Saturday	1390	00:00 - 00:59	278	$375.00	$64.72	$9,464.00
11	Sunday	1340	00:00 - 00:59	319	$375.00	$64.72	$3,730.00
12	Monday	567	16:00 - 16:59	92	$375.00	$64.72	$1,675.00
13	Tuesday	624	17:00 - 17:59	102	$375.00	$64.72	$1,861.00
14	Wednesday	637	14:00 - 14:59	120	$375.00	$64.72	$2,099.00
15	Thursday	934	17:00 - 17:59	147	$375.00	$64.72	$3,004.00
16	Friday	1839	23:00 - 23:59	280	$375.00	$64.72	$11,490.00
17	Saturday	2472	19:00 - 19:59	327	$375.00	$64.72	$13,844.00
18	Sunday	2018	13:00 - 13:59	359	$375.00	$64.72	$8,749.00
19	Monday	914	15:00 - 15:59	155	$375.00	$64.72	$2,994.00
20	Tuesday	594	13:00 - 13:59	100	$375.00	$64.72	$1,970.00
21	Wednesday	507	18:00 - 18:59	77	$375.00	$64.72	$1,421.00
22	Thursday	764	15:00 - 15:59	134	$375.00	$64.72	$2,342.00
23	Friday	1280	23:00 - 23:59	281	$375.00	$64.72	$9,030.00
24	Saturday	2137	23:00 - 23:59	303	$375.00	$64.72	$12,109.00
25	Sunday	1845	15:00 - 15:59	342	$375.00	$64.72	$6,945.00
26	Monday	595	15:00 - 15:59	107	$375.00	$64.72	$2,052.00
27	Tuesday	485	19:00 - 19:59	87	$375.00	$64.72	$1,326.00
28	Wednesday	612	18:00 - 18:59	117	$375.00	$64.72	$1,826.00
29	Thursday	787	21:00 - 21:59	132	$375.00	$64.72	$2,224.00
30	Friday	819	23:00 - 23:59	134	$375.00	$64.72	$5,531.00
31	Saturday	1265	23:00 - 23:59	219	$375.00	$64.72	$8,980.00
	TOTAL	**36,666**			**$11,625.00**	**$2,006.25**	**$178,735.00**

TOTAL GROSS REVENUE	**$11,625.00**	**$2,006.25**	**$178,735.00**
SALES TAX	**$0.00**	**$131.25**	**$11,692.94**
TOTAL NET REVENUE	**$11,625.00**	**$1,875.00**	**$167,042.06**

Monthly Budgeted Revenue Needed to Break Even - FY 03/04 (Includes Debt Service)			**$138,601.25**
Less Current Month Net Revenue			**$180,542.06**
Over/(Short)			**$41,940.81**
Monthly Space Rental			
Goldman Properties - 155	**$11,625.00**	**No tax included**	
Other - 25	**$2,006.25**	**With Tax**	

Excel (F drive/Ping/$Pers/P&L/2004/October/7thstrev.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
5A Surface Lots East and West
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2003 January	2004 January	Increase/ (Decrease)	Percent of Increase/ (Decrease)
17th St. Parking Lots - 5A					
Revenue-Ticket	480-8000-344515	132,337.75	153,204.65	20,866.90	
Revenue-Monthly Permits	480-8000-344596	18,360.00	16,200.00	-2,160.00	
	17th St. Lots REVENUE (Sales Tax Excluded)	150,697.75	169,404.65	**18,706.90**	**12.41%**
Expenses					
Security Personnel		2,334.72	662.58	-1,672.14	
Attendant/Cashier Labor		21,628.82	20,463.71	-1,165.11	
Revenue Control Equipment Maintenance		1,666.67	1,666.67	0.00	
Landscape Maintenance		502.67	502.67	0.00	
FP&L		322.18	391.48	69.30	
	17th St. Lots EXPENSES	26,455.06	23,687.11	**-2,767.95**	**-10.46%**
	17th St. Lots PROFIT/(LOSS)	124,242.69	145,717.54	**21,474.85**	**17.28%**

Excel (Fdrive/Ping/$Pers/P&L/2004/November/5alots.xls)LN

City of Miami Beach
Parking Department **January-04**
5A Surface Lots East and West

Date	Day	East Total Vehicle Entries	East Daily Ticket Revenue	West Total Vehicle Entries	West Daily Ticket Revenue	Total Daily Ticket Revenue
1	Thursday	975	$3,432.71	1045	$3,516.82	$6,949.53
2	Friday	956	$4,383.18	690	$2,749.53	$7,132.71
3	Saturday	1007	$4,332.71	763	$3,166.36	$7,499.07
4	Sunday	1018	$2,432.71	750	$1,566.36	$3,999.07
5	Monday	819	$1,809.35	569	$1,098.13	$2,907.48
6	Tuesday	859	$1,773.83	647	$1,228.04	$3,001.87
7	Wednesday	906	$1,968.22	659	$1,436.45	$3,404.67
8	Thursday	790	$2,301.87	649	$1,655.14	$3,957.01
9	Friday	900	$3,084.11	668	$2,271.96	$5,356.07
10	Saturday	1029	$4,068.22	763	$2,768.22	$6,836.44
11	Sunday	795	$2,231.78	786	$2,145.79	$4,377.57
12	Monday	698	$1,485.05	540	$970.09	$2,455.14
13	Tuesday	795	$1,685.98	589	$1,236.45	$2,922.43
14	Wednesday	788	$2,206.54	569	$1,423.36	$3,629.90
15	Thursday	818	$2,143.93	533	$1,388.79	$3,532.72
16	Friday	559	$3,308.41	722	$2,549.53	$5,857.94
17	Saturday	1362	$4,665.42	883	$4,368.22	$9,033.64
18	Sunday	817	$2,486.92	744	$2,911.21	$5,398.13
19	Monday	779	$1,839.25	621	$1,268.22	$3,107.47
20	Tuesday	731	$1,892.52	598	$1,583.18	$3,475.70
21	Wednesday	782	$2,087.85	587	$1,557.94	$3,645.79
22	Thursday	846	$2,398.13	761	$2,061.68	$4,459.81
23	Friday	869	$3,480.37	859	$3,575.70	$7,056.07
24	Saturday	427	$4,669.16	807	$4,153.27	$8,822.43
25	Sunday	31	$2,933.64	676	$2,349.53	$5,283.17
26	Monday	653	$1,730.84	589	$1,448.60	$3,179.44
27	Tuesday	807	$2,244.86	620	$1,866.36	$4,111.22
28	Wednesday	826	$2,477.57	778	$2,595.33	$5,072.90
29	Thursday	734	$2,514.02	799	$2,942.06	$5,456.08
30	Friday	683	$2,454.21	710	$2,567.29	$5,021.50
31	Saturday	744	$3,204.67	737	$3,057.01	$6,261.68
		24,803	**83,728.03**	**21,711**	**$69,476.62**	**$153,204.65**
			MONTHLY PERMIT REVENUE			**$16,200.00**
			TOTAL NET REVENUE			**$169,404.65**

Excel (Fdrive/Ping/$Pers/P&L/2003/January/5alotsrev.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
12th St. Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2003 January	2004 January	Increase/ Decrease	Percent of Increase/ Decrease	Revenue/ Expense Per Space
12th St. Garage - 2A						
Revenue-Ticket	480-8000-344504	27,276.87	29,463.54	2,186.67		
Revenue-Monthly Permits	480-8000-344593	4,860.00	4,740.00	-120.00		
	12th St. REVENUE (Sales Tax Excluded)	32,136.87	34,203.54	**2,066.67**	**6.43%**	**$255.25**
Expenses						
Security Personnel		10,779.20	8,233.17	-2,546.03		
Attendant/Cashier Labor		7,315.74	7,215.73	-100.01		
FP&L		90.60	108.54	17.94		
Elevator Maintenance		125.00	125.00	0.00		
Garage Cleaning/Maintenance		1,605.75	1,540.75	-65.00		
	12th St. EXPENSES	19,916.29	17,223.19	**-2,693.10**	**-13.52%**	**$128.53**
	12th St. PROFIT/(LOSS)	12,220.58	16,980.35	**4,759.77**	**38.95%**	**$126.72**
					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/2004/November/12thstga.xls)LN

City of Miami Beach
Parking Department
12th Street Garage - 2A Garage **January-04**

Date	Day	CMB	ARMOR	P.O	EMPLOYEE	COURT	BEST	HAND.	OTHERS	DAILY TICKETS	TOTAL ENTRIES	Daily Ticket Revenue
1	Thursday	0	2	0	0	0	0	3	0	245	250	$2,020.56
2	Friday	1	2	1	0	1	0	1	1	240	247	$1,751.40
3	Saturday	0	0	1	0	0	0	0	1	209	211	$2,059.81
4	Sunday	0	0	0	0	0	0	0	0	119	119	$943.93
5	Monday	1	2	0	1	3	0	3	4	123	137	$566.36
6	Tuesday	0	2	1	0	1	0	1	6	105	116	$497.20
7	Wednesday	2	2	0	0	0	0	1	3	89	97	$437.38
8	Thursday	1	0	0	0	0	0	1	18	99	119	$497.20
9	Friday	0	0	0	0	0	0	1	0	199	200	$1,336.45
10	Saturday	2	3	0	0	0	0	1	1	189	196	$1,646.73
11	Sunday	2	0	0	0	0	0	0	1	64	67	$502.80
12	Monday	4	3	1	0	1	0	1	2	73	85	$411.21
13	Tuesday	2	1	1	0	2	0	0	14	97	117	$487.85
14	Wednesday	0	3	0	0	0	0	1	0	75	79	$357.01
15	Thursday	5	1	6	0	1	0	2	24	137	176	$665.42
16	Friday	1	2	0	0	0	0	3	4	165	175	$1,151.40
17	Saturday	0	1	1	0	0	0	4	5	210	221	$1,646.73
18	Sunday	0	5	0	0	0	0	1	0	174	180	$1,373.83
19	Monday	0	3	0	0	0	0	3	0	76	82	$515.89
20	Tuesday	1	3	1	0	2	0	2	16	114	139	$527.10
21	Wednesday	0	4	0	0	0	0	1	9	98	112	$457.94
22	Thursday	0	0	4	0	0	0	0	20	122	146	$628.04
23	Friday	0	0	1	0	0	0	2	2	189	194	$1,235.51
24	Saturday	0	3	0	0	0	0	5	0	228	236	$1,757.01
25	Sunday	0	0	0	0	0	0	0	1	156	157	$1,242.99
26	Monday	0	2	0	0	3	0	2	3	153	163	$613.08
27	Tuesday	0	3	0	0	3	0	2	17	125	150	$575.70
28	Wednesday	0	4	0	0	1	0	1	7	83	96	$418.69
29	Thursday	0	1	4	0	1	0	1	20	130	157	$663.55
30	Friday	0	0	0	0	1	0	2	0	178	181	$1,134.58
31	Saturday	0	0	0	0	0	0	0	1	177	178	$1,340.19
	TOTAL	**22**	**52**	**22**	**1**	**20**	**0**	**45**	**180**	**4441**	**4783**	**$29,463.54**
									MONTHLY PERMIT REVENUE			**$4,740.00**
									TOTAL NET REVENUE			**$34,203.54**

Excel (Fdrive/Ping/$Pers/P&L/2003/January/12thstrev.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
13th St. Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2003 January	2004 January	Increase/ Decrease	Percent of Increase/ Decrease	Revenue/ Expense Per Space
13th St. Garage-17A						
Revenue-Ticket	480-8000-344566	51,063.89	50,649.52	-414.37		
Revenue-Monthly Permits	480-8000-344527	7,320.00	8,100.00	780.00		
	13th St. REVENUE (Sales Tax Excluded)	58,383.89	58,749.52	**365.63**	**0.63%**	**$205.42**
Expenses						
Security Personnel		13,658.91	8,648.94	-5,009.97		
Attendant/Cashier Labor		15,326.91	15,170.25	-156.66		
Landscape Maintenance		216.67	216.67	0.00		
FP&L		1,245.87	1,404.98	159.11		
Revenue Control Equipment Maintenance		0.00	750.00	750.00		
Elevator Maintenance		304.00	312.00	8.00		
Armed Guard Revenue Pickup		517.18	420.00	-97.18		
Garage Cleaning/Maintenance		1,483.00	1,450.00	-33.00		
	13th St. EXPENSES	32,752.54	28,372.84	**-4,379.70**	**-13.37%**	**$99.21**
	13th St. PROFIT/(LOSS)	25,631.35	30,376.68	**4,745.33**	**18.51%**	**$106.21**
					Number of Spaces	**286**

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/2004/November/13thstga.xls)LN

City of Miami Beach
Parking Department
13th Street Garage - 17A

January-04

Date	Day	(Art Deco) Residential Decals	Monthly Permits	Handicap	City Wide Decals	Standard Attendants	Armor Security	* Art Deco Week Best Maintenance	Daily Tickets	Total Entries	Daily Ticket Revenue
1	Thursday	11	0	2	1	9	3	1	349	376	$2,619.63
2	Friday	25	0	3	1	10	2	0	443	484	$2,860.75
3	Saturday	21	0	4	1	5	4	0	477	512	$2,968.22
4	Sunday	18	0	3	0	5	4	0	421	451	$2,185.05
5	Monday	26	0	1	1	6	4	0	230	268	$1,364.49
6	Tuesday	21	1	1	3	6	4	0	221	257	$1,269.16
7	Wednesday	14	0	4	0	9	3	0	141	171	$900.93
8	Thursday	17	0	3	1	8	1	0	168	198	$852.34
9	Friday	14	0	3	1	10	3	0	334	365	$2,010.28
10	Saturday	18	0	5	1	7	5	0	337	373	$2,279.44
11	Sunday	13	0	3	1	6	3	0	266	292	$1,557.94
12	Monday	16	0	2	1	6	3	0	191	219	$1,123.36
13	Tuesday	17	0	2	1	7	3	0	189	219	$994.39
14	Wednesday	12	0	0	0	6	3	0	167	188	$888.79
15	Thursday	20	0	5	1	12	4	1/ and * 2	245	290	$1,285.05
16	Friday	21	1	4	1	12	3	1/ and * 1	344	387	$1,982.24
17	Saturday	18	2	4	1	10	6	1/ and *36	431	509	$2,524.30
18	Sunday	16	2	3	1	9	4	*28	407	470	$2,114.02
19	Monday	20	0	1	1	8	5	*1	181	217	$990.65
20	Tuesday	22	1	2	1	6	3	1	157	193	$870.09
21	Wednesday	9	0	2	1	4	3	0	160	179	$997.20
22	Thursday	16	0	2	1	7	3	0	289	318	$1,686.92
23	Friday	26	0	1	0	10	2	0	307	346	$1,682.24
24	Saturday	10	0	1	0	8	4	0	469	492	$2,512.15
25	Sunday	18	0	3	0	8	6	0	425	460	$2,357.94
26	Monday	20	1	0	1	6	3	0	220	251	$1,244.86
27	Tuesday	16	0	2	2	6	3	0	131	160	$747.66
28	Wednesday	18	0	2	0	4	4	0	158	186	$915.89
29	Thursday	18	0	1	1	6	4	1	209	240	$1,235.51
30	Friday	19	1	1	2	10	2	0	240	275	$1,427.10
31	Saturday	13	0	2	0	10	8	0	345	378	$2,200.93
	TOTAL	**543**	**9**	**72**	**27**	**236**	**112**	**73**	**8652**	**9724**	**$50,649.52**

MONTHLY PERMIT REVENUE	**$8,100.00**
TOTAL NET REVENUE	**$58,749.52**

Excel (Fdrive/Ping/$Pers/P&L/2003/January/13thstrev.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
16th St. - Anchor Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	January 2004 Projection	January 2003 Actual	January 2004 Actual	2003 Actual Over (Under) 2002 Actual	Actual Percent Over (Under)	Dec 2003 Rev/Exp Per Space
16th St. - Anchor Garage							
Revenue-Ticket	463-8000-344911	74,766.36	74,563.38	94,582.18	20,018.80		
Revenue -Valet-Loew's	463-8000-344587	19,626.17	16,421.60	14,436.45	(1,985.15)		
Revenue-Valet-Royal Palm	463-8000-344587	934.58	525.82	0.00	(525.82)		
Revenue-Monthly Permits	463-8000-344903	24,299.07	33,312.21	23,550.00	(9,762.21)		
	16th St. Garage REVENUE (Sales Tax Excluded)	119,626.18	124,823.01	132,568.63	7,745.62	**6.21%**	**$165.09**
Expenses							
Payroll & Related Expenses		0.00	0.00	0.00	0.00		
Tickets		416.67	0.00	0.00	0.00		
Signage		83.33	0.00	0.00	0.00		
Telephone		165.00	181.16	0.00	(181.16)		
R&M		416.67	664.61	0.00	(664.61)		
Contracts		0.00	1,624.13	0.00	(1,624.13)		
Professional Services		0.00	1,776.45	0.00	(1,776.45)		
Fire Extinguishers		125.00	0.00	0.00	0.00		
Generator Maintenance		291.67	0.00	0.00	0.00		
Licenses		0.00	0.00	0.00	0.00		
Liability Insurance		0.00	1,876.00	0.00	(1,876.00)		
Water		216.67	0.00	0.00	0.00		
Sewer		333.33	0.00	0.00	0.00		
Storm Water		383.33	0.00	0.00	0.00		
Supplies		416.67	346.33	0.00	(346.33)		
Management Fee		0.00	3,333.00	0.00	(3,333.00)		
Security Personnel		13,742.38	16,621.84	13,665.72	(2,956.12)		
Attendant/Cashier Labor		18,360.00	25,418.12	16,378.83	(9,039.29)		
FP&L		3,800.00	4,170.85	3,800.00	(370.85)		
Revenue Control Equipment Maintenance		775.00	0.00	775.00	775.00		
Armed Guard Revenue Pickup		450.00	519.43	420.00	(99.43)		
Elevator Maintenance		850.00	0.00	1,015.32	1,015.32		
Landscape Maintenance		153.85	0.00	164.67	164.67		
Garage Cleaning/Maintenance		4,864.00	0.00	2,924.00	2,924.00		
Sanitation (Waste Removal)		175.00	336.29	181.96	(154.33)		
Fire Alarm Service		150.00	0.00	250.00	250.00		
	16th St. Garage EXPENSES	46,168.57	56,868.21	39,575.50	**(17,292.71)**	**-30.41%**	**$49.28**
	16th St. Garage PROFIT/(LOSS)	**73,457.61**	**67,954.80**	**92,993.13**	**25,038.33**	**36.85%**	**$115.81**

Number of Spaces 803

Excel (Fdrive/Ping/$Pers/P&L/2004/December/16thgar - Anchor.xls)LN

City of Miami Beach
Parking Department
16th Street Garage (Anchor)

January-04

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Thursday	1235	16:00 - 16:59	228	$7,293.46
2	Friday	1107	15:00 - 15:59	170	$6,362.62
3	Saturday	1104	17:00 - 17:59	163	$6,362.62
4	Sunday	662	00:00 - 00:59	105	$3,310.28
5	Monday	619	19:00 - 19:59	94	$1,985.05
6	Tuesday	515	18:00 - 18:59	83	$1,736.45
7	Wednesday	529	15:00 - 15:59	78	$1,740.19
8	Thursday	595	18:00 - 18:59	98	$1,865.42
9	Friday	755	23:00 - 23:59	116	$3,635.51
10	Saturday	976	18:00 - 18:59	163	$3,574.77
11	Sunday	608	00:00 - 00:59	114	$2,080.37
12	Monday	523	17:00 - 17:59	85	$1,484.11
13	Tuesday	526	14:00 - 14:59	87	$1,357.94
14	Wednesday	539	18:00 - 18:59	75	$1,514.95
15	Thursday	522	17:00 - 17:59	71	$1,762.62
16	Friday	810	15:00 - 15:59	109	$5,723.36
17	Saturday	1377	15:00 - 15:59	203	$8,700.93
18	Sunday	972	15:00 - 15:59	196	$4,846.73
19	Monday	524	14:00 -14:59	75	$1,516.82
20	Tuesday	498	15:00 - 15:59	77	$1,250.47
21	Wednesday	461	15:00 - 15:59	80	$942.06
22	Thursday	559	19:00 - 19:59	88	$1,350.47
23	Friday	815	19:00 - 19:59	108	$3,476.64
24	Saturday	979	17:00 - 17:59	125	$5,517.76
25	Sunday	858	15:00 - 15:59	160	$3,748.53
26	Monday	466	18:00 - 18:59	79	$1,346.73
27	Tuesday	450	18:00 - 18:59	69	$1,085.98
28	Wednesday	476	19:00 - 19:59	69	$1,270.09
29	Thursday	614	18:00 - 18:59	88	$1,663.55
30	Friday	829	14:00 - 14:59	111	$2,916.82
31	Saturday	711	16:00 - 16:59	93	$3,158.88
	TOTAL	**22,214**			**$94,582.18**
	MONTHLY PERMIT REVENUE				**$23,550.00**
	VALET REVENUE				**$14,436.45**
	TOTAL NET REVENUE				**$132,568.63**

Excel (Fdrive/Ping/$Pers/P&L/2003/June/16thstrevJune2003.xls)OL/LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
42nd St. Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2003 January	2004 January	Increase/ Decrease	Percent of Increase/ Decrease	Revenue/ Expense Per Space
42nd St. Garage - 8A						
Revenue-Ticket	480-8000-344531	2,474.77	3,842.04	1,367.27		
Revenue-Monthly Permits	480-8000-344595	34,680.00	33,780.00	-900.00		
	42nd St. REVENUE (Sales Tax Excluded)	37,154.77	37,622.04	**467.27**	**1.26%**	**$60.68**
Expenses						
Security Personnel		10,305.98	8,728.04	-1,577.94		
Attendant/Cashier Labor		2,507.41	2,837.18	329.77		
FP&L		1,510.98	1,805.96	294.98		
Revenue Control Equipment Maintenance		0.00	0.00	0.00		
Elevator Maintenance		0.00	536.00	536.00		
Landscape Maintenance		0.00	0.00	0.00		
Garage Cleaning/Maintenance		1,285.00	1,796.50	511.50 (1)		
	42nd St. EXPENSES	15,609.37	15,703.68	**94.31**	**0.60%**	**$25.33**
	42nd St. PROFIT/(LOSS)	21,545.40	21,918.36	**372.96**	**1.73%**	**$35.35**
					Number of Spaces	**620**

(1) 62 extra hrs of service provided by Best's for $511.50

Note:
The primary users of this facility are monthly parkers engaged in local business.

Excel (Fdrive/Ping/$Pers/P&L/2004/November/8agar.xls)LN

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON

LOCATION	ACCOUNTING CODE	Jan. 2004 # of Meters	2003 January	2004 January	Increase/ (Decrease)	Percent of Increase/ (Decrease)
1X - (Washington - 4th & Lincoln) - On Street	480-8000-344501	291	54,950.16	52,235.27	(2,714.89)	-4.94%
1A - (1st Street & Ocean Dr.) - Off Street	480-8000-344502	57	4,685.29	7,932.65		
1A - (1st Street & Ocean Dr.) - Attended	480-8000-344502	0	0.00	0.00		
Total		57	4,685.29	7,932.65	3,247.36	69.31%
2X - (Washington - 5th & Lincoln) - On Street	480-8000-344503	370	56,176.89	50,945.30	(5,231.59)	-9.31%
2B - (6/7 & Meridian) - Off Street	480-8000-344505	22	376.01	2,314.42	1,938.41	515.52%
3X - (Collins & Euclid Ave.) On Street	480-8000-344507	68	6,386.82	6,609.99	223.17	3.49%
4X - (Alton 7th St.- Dade Blvd.) - On Street	480-8000-344509	491	72,761.98	77,506.91	4,744.93	6.52%
4B - (Alton & 20th St.-Purdy-Dade Blvd.) - On Street	480-8000-344511	213	13,647.10	13,629.11	(17.99)	-0.13%
4C - (West Ave & 17th St.) - Off Street	480-8000-344512	66	14,846.38	10,999.44	(3,846.94)	-25.91%
4D - (West Ave & Lincoln Rd.) - Off Street	480-8000-344513	30	5,401.93	3,486.45	(1,915.48)	-35.46%
5C - (Convention Ctr. Dr. & 17th Street) - Off Street	480-8000-344517	85	2,743.28	1,212.75		
5C - (Convention Ctr. Dr. & 17th Street) - Attended	480-8000-344517	0	0.00	0.00		
Total		85	2,743.28	1,212.75	(1,530.53)	-55.79%
5F - (Meridian Ave & 18th Street) - Off Street	480-8000-344519	97	1,156.29	424.17		
5F - (Meridian Ave & 18th Street) - Attended	480-8000-344519	0	0.00	0.00		
Total		97	1,156.29	424.17	(732.12)	-63.32%
5H - (19th Street & Meridian Ave) - Off Street	480-8000-344521	27	558.30	0.00	(558.30)	-100.00%
5M - (17th & Meridian Ave) - Off Street	480-8000-344506	27	2,687.96	2,314.42	(373.54)	-13.90%
6X - (Collins - 20th to 24th St) - On Street	480-8000-344522	236	20,688.64	18,689.57	(1,999.07)	-9.66%
6A - (22nd Street & Park)- Off Street	480-8000-344523	14	453.24	851.54	398.30	87.88%
6B - (Collins Ave & 21st Street) - Off Street	480-8000-344524	190	14,957.53	13,423.14		
6B - (Collins Ave & 21st Street) - Attended	480-8000-344524	0	0.00	240.00		
Total		190	14,957.53	13,663.14	(1,294.39)	-8.65%
7X - (Ocean - Biscayne - 15th St) - On Street	480-8000-344525	442	58,335.63	77,940.24	19,604.61	33.61%
7A - (Collins Ave, 4th to 15th St) - On Street	480-8000-344526	591	123,045.83	121,489.10	(1,556.73)	-1.27%
7C - (Collins Ave & 6th St) - Off Street	480-8000-344528	14	862.90	223.51		
7C - (Collins Ave & 6th St) - Attended	480-8000-344528	0	0.00	216.82		
		14	862.90	440.33	(422.57)	-48.97%
8X - (Pinetree-Alton - 40th to 42nd St) - On Street	480-8000-344530	386	17,667.01	14,865.00	(2,802.01)	-15.86%
8A - (42nd Street Garage) - Off Street Meters	480-8000-344531	11	833.90	313.17	(520.73)	-62.45%
8B - (42nd Street & Royal Palm) - Off Street	480-8000-344532	173	2,501.38	3,746.61		
8B - (42nd Street & Royal Palm) - Attended	480-8000-344532	0	0.00	0.00		
		173	2,501.38	3,746.61	1,245.23	49.78%
8C - (40/41 Street & Chase) - Off Street	480-8000-344533	88	1,150.60	699.17	(451.43)	-39.23%
8D - (47th Street & Pinetree) - Off Street	480-8000-344534	16	81.39	100.08	18.69	22.96%
8E - (41st Street & Alton) - Off Street	480-8000-344535	40	2,216.24	1,265.74	(950.50)	-42.89%
8F - (41st Street & Jefferson) - Off Street	480-8000-344536	30	447.55	135.34	(312.21)	-69.76%
9X - (Collins - 64th to 79th St) - On Street	480-8000-344537	527	22,167.60	26,495.26	4,327.66	19.52%
9A - (Harding & 71st St) - Off Street	480-8000-344538	48	618.27	610.77	(7.50)	-1.21%
9B - (72nd St. & Collins) - Off Street - Attended	480-8000-344539	0	0.00	5,110.10	5,110.10	#DIV/0!
9C (Carlyle & 71st St) - Off Street	480-8000-344540	14	99.81	51.70	(48.11)	-48.20%
9D - (Collins & 76th St) - Off Street	480-8000-344541	3	1,558.11	862.91	(695.20)	-44.62%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON

LOCATION	ACCOUNTING CODE	Jan. 2004 # of Meters	2003 January	2004 January	Increase/ (Decrease)	Percent of Increase/ (Decrease)
9E - (71st St. & Harding) - Off Street	480-8000-344542	31	87.77	236.99	149.22	170.01%
9F - (75th & Collins) - Off Street	480-8000-344543	106	1,898.57	2,689.75	791.18	41.67%
10A - (Lincoln Lane & Lenox) - Off Street	480-8000-344544	70	14,114.37	12,628.21	(1,486.16)	-10.53%
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	30,857.16	31,006.97	149.81	0.49%
10D - (Lincoln Lane & Jefferson - W) - Off Street	480-8000-344547	62	11,296.72	11,179.97	(116.75)	-1.03%
10E - (Lincoln Lane & Jefferson - E) - Off Street	480-8000-344548	19	2,815.10	3,217.66	402.56	14.30%
10F - (Lincoln Lane & Euclid) - Off Street	480-8000-344549	36	7,277.07	7,748.13	471.06	6.47%
10G - (Lincoln Lane & Michigan) - Off Street	480-8000-344550	21	2,925.27	3,166.56	241.29	8.25%
11X - (Collins & 11th Street) - Off Street	480-8000-344551	0	0.00	0.00		
11X - (Collins & 11th Street) - Attended	480-8000-344551	0	0.00	0.00		
Total		0	0.00	0.00	0.00	#DIV/0!
12X - (Washington & 9th Street) - Off Street	480-8000-344552	23	4,552.65	3,985.52		
12X - (Washington & 9th Street) - Attended	480-8000-344552	0	800.01	677.57		
Total		23	5,352.66	4,663.09	(689.57)	-12.88%
13X - (Washington & 10th Street) - Off Street	480-8000-344553	33	5,951.43	5,880.35		
13X - (Washington & 10th Street) - Attended	480-8000-344553	0	1,659.82	1,186.93		
Total		33	7,611.25	7,067.28	(543.97)	-7.15%
15X - (16th to 18th East of Collins) - On Street	480-8000-344556	43	7,504.02	11,342.44	3,838.42	51.15%
15A - (Washington, 17th to 20th) - On Street	480-8000-344557	91	13,011.06	13,733.07	722.01	5.55%
15B - (Convention Center Drive) - On Street	480-8000-344558	46	3,816.56	3,460.16	(356.40)	-9.34%
16X - (25th to 32nd, E of Collins) - On Street	480-8000-344559	78	6,694.26	5,818.15	(876.11)	-13.09%
16A - (35th to 43rd, E of Collins) - On Street	480-8000-344560	117	6,879.36	10,311.16	3,431.80	49.89%
16B - (Indian Crk Dr, 27th to 32nd) - On Street	480-8000-344561	219	5,794.20	5,665.44	(128.76)	-2.22%
16C - (Indian Crk - 33rd to 43rd) - On Street	480-8000-344562	230	10,698.45	12,570.25	1,871.80	17.50%
16D - (Collins Ave & 34th St) - Off Street	480-8000-344563	64	809.83	786.69		
16D - (Collins Ave & 34th St) - Attended	480-8000-344563	0	0.00	0.00		
Total		64	809.83	786.69	(23.14)	-2.86%
16E - (Collins Ave & 35th St) - Off Street	480-8000-344564	72	1,329.93	1,755.47		
16E - (Collins Ave & 35th St) - Attended	480-8000-344564	0	0.00	0.00		
Total		72	1,329.93	1,755.47	425.54	32.00%
17X - (Collins & 13th Street) - Off Street	480-8000-344565	54	6,496.74	4,756.88		
17X - (Collins & 13th Street) - Attended	480-8000-344565	0	8,912.15	10,407.48		
Total		54	15,408.89	15,164.36	(244.53)	-1.59%
18X - (Indian Crk & 65th St) - Off Street	480-8000-344567	53	49.14	56.43	7.29	14.84%
18A - (Collins & 64th St) - Off Street	480-8000-344568	67	2,194.70	2,601.05		
18A - (Collins & 64th St) - Attended	480-8000-344568	0	1,440.00	0.00		
Total		67	3,634.70	2,601.05	(1,033.65)	-28.44%
19X - (Collins & 46th Street) - Off Street	480-8000-344569	449	19,713.98	17,205.94		
19X - (Collins & 46th Street) - Attended	480-8000-344569	0	0.00	0.00		
Total		449	19,713.98	17,205.94	(2,508.04)	-12.72%
19A - (Collins & 46th Street) - On Street	480-8000-344570	19	3,721.11	1,173.98	(2,547.13)	-68.45%
19B - (Collins & 53rd Street) - Off Street	480-8000-344571	158	2,293.45	1,385.84		
19B - (Collins & 53rd Street) - Attended	480-8000-344571	0	0.00	0.00		
Total		158	2,293.45	1,385.84	(907.61)	-39.57%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON

LOCATION	ACCOUNTING CODE	Jan. 2004 # of Meters	2003 January	2004 January	Increase/ (Decrease)	Percent of Increase/ (Decrease)
20X - (Collins Ave & 27th St) - Off Street	480-8000-344572	121	3,528.74	2,370.99		
20X - (Collins Ave & 27th St) - Attended	480-8000-344572	0	0.00	0.00		
	Total	121	3,528.74	2,370.99	(1,157.75)	-32.81%
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	12.32	36.57	24.25	196.83%
24X - (Normandy Isle & Bay Dr) - On Street	480-8000-344576	102	3,111.70	3,310.71	199.01	6.40%
24A - (Normandy Isle & Bay Dr) - Off Street	480-8000-344577	26	731.52	565.77	(165.75)	-22.66%
24B - (Normandy Isle & Vendome) - Off Street	480-8000-344578	22	313.89	391.42	77.53	24.70%
24C - (Normandy Isle & Bay Rd S/S) - Off Street	480-8000-344579	33	531.37	543.31	11.94	2.25%
25X - (Bonita Drive & 71st St) - Off Street	480-8000-344580	15	462.73	418.74	(43.99)	-9.51%
26X - (Collins, 79th to 87th Terr) - On Street	480-8000-344581	283	1,111.10	1,685.90	574.80	51.73%
10X - (Lincoln Lane & Lenox - Off Street)	480-8000-344582	99	19,764.64	18,562.43		
10X - (Lincoln Lane & Lenox - Attended	480-8000-344582	0	0.00	0.00		
Total		99	19,764.64	18,562.43	(1,202.21)	-6.08%
26A - (Collins & 80th Street) - Off Street	480-8000-344584	62	138.62	213.69	75.07	54.16%
26B - (Collins & 84th Street) - Off Street	480-8000-344585	62	112.89	271.95	159.06	140.90%
4E (Purdy & 18th Street) - Off Street	480-8000-344586	39	4,108.13	3,232.87		
4E (Purdy & 18th Street) - Attended	480-8000-344586	0	0.00	4,065.42		
		39	4,108.13	7,298.29	3,190.16	77.65%
8G - (40th Street & Royal Palm) - Off Street	480-8000-344592	43	2,115.47	1,996.44	(119.03)	-5.63%
8H - (40th Street & Prairie) - Off Street	480-8000-344594	71	3,029.99	3,005.90	(24.09)	-0.80%
26C - (Collins & 79th Street) - Off Street	480-8000-344600	34	67.48	126.07	58.59	86.83%
26D - (Collins & 83rd Street) - Off Street	480-8000-344601	95	29.99	46.43	16.44	54.82%
SLSP00 - (Southpoint Lot) - Off Street	480-8000-344602	108	5,965.68	6,626.02		
SLSP00 - (Southpoint Lot) - Attended	480-8000-344602	0	0.00	0.00		
		108	5,965.68	6,626.02	660.34	11.07%
4th & Alton Lot - Off Street	480-8000-344604	21	1,559.70	0.00	(1,559.70)	-100.00%
4A - 1833 Bay Road	480-8000-344608	0	0.00	0.00	0.00	#DIV/0!
7D - 10-11th & Collins (Lease)	480-8000-344529	0	3,500.00	6,250.00	2,750.00	78.57%
10H - (Lincoln Rd. So. & Lenox) - Off Street	480-8000-344611	0	0.00	92.33	92.33	#DIV/0!
14A - 16th Street & Washington (Lease)	480-8000-344555	0	14,583.33	20,833.33	6,250.00	42.86%
TOTAL		**8,305**	**769,021.52**	**799,055.31**	**30,033.79**	**3.91%**

CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE: JANUARY 2004

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	10			0	0	$225.00
BRIGHAM GARDENS	0	0	0			0	0	$0.00
D'VINE CYBER LOUNGE	0	0	10			0	0	$225.00
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	66	78			0	0	$3,405.00
KOSHER WORLD	0	0	0			0	0	$0.00
LEE ANN DRUGS	0	0	0			0	0	$0.00
NEWS CAFE	0	0	20			0	0	$450.00
PARKING DEPARTMENT	0	409	138		$0.00	0	0	$13,330.00
PARKING DEP.(GARAGES)	0	10	0			0	0	$250.00
PUBLIX SUPERMARKET	0	0	1990			0	0	$44,775.00
BEACH BANK	0	0	20			0	0	$450.00
PRKG MACHINE - CASH	0	0	0	$2,945		0	0	$2,945.00
PRKG MACHINE - CREDIT	0	0	0	$505		0	0	$505.00
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**	**485**	**2,286**	**N/A**	**N/A**	**0**	**0**	**2,771.00**
TOTAL $ AMOUNT	**$0.00**	**$12,125.00**	**$51,435.00**	**$3,450.00**	**$0.00**	**$0.00**	**$0.00**	**$67,010.00**

Excel (Fdrive/Ping/$Pers/P&L/2004/January/Debitcrd.xls)

CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE: OCTOBER 2003 - JANUARY 2004

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	40			0	0	$900.00
BRIGHAM GARDENS	0	0	0			0	0	$0.00
D'VINE CYBER LOUNGE	0	0	10			0	0	$225.00
COMPASS MARKET	0	0	0			0	0	$0.00
CHAMBER OF COMMERCE	0	0	40			0	0	$900.00
CLEAN MACHINE	0	0	0			0	0	$0.00
FINANCE DEPARTMENT	0	278	254			0	0	$12,665.00
KOSHER WORLD	0	0	0			0	0	$0.00
LEE ANN DRUGS	0	0	140			0	0	$3,150.00
NEWS CAFE	0	0	20			0	0	$450.00
PARKING DEPARTMENT	0	1023	500		$0.00	0	0	$36,825.00
PARKING DEP.(GARAGES)	0	14	0			0	0	$350.00
PUBLIX SUPERMARKET	0	0	9140			0	0	$205,650.00
BEACH BANK	0	0	50			0	0	$1,125.00
PRKG MACHINE - CASH	0	0	0	$9,020		0	0	$9,020.00
PRKG MACHINE - CREDIT	0	0	0	$6,720		0	0	$6,720.00
ZELICK'S TOBACCO	0	0	42			0	0	$945.00
WOLFSONIAN	0	0	25			0	0	$562.50
SHEMTOV'S	0	0	0			0	0	$0.00
TOTAL # OF CARDS	**0**	**1,315**	**10,261**	**N/A**	**N/A**	**0**	**0**	**11,576.00**
TOTAL $ AMOUNT	**$0.00**	**$32,875.00**	**$230,872.50**	**$15,740.00**	**$0.00**	**$0.00**	**$0.00**	**$279,487.50**

Excel (Fdrive/Ping/$Pers/P&L/2004/November/Debitytd.xls)

CITY OF MIAMI BEACH
PARKING DEPARTMENT
17th St. Garage
PROFIT & LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 Total
17th St. Garage-2G														
Revenue-Ticket	480-8000-344583	126,299.54	162,005.37	140,671.96	158,906.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	587,883.41
Revenue - Space Rental	480-8000-344583	6,300.00	6,300.00	6,300.00	6,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,200.00
Revenue-Monthly Permits	480-8000-344514	53,760.00	56,760.00	54,960.00	54,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	219,480.00
	17th St. REVENUE (Sales Tax Excluded)	186,359.54	225,065.37	201,931.96	219,206.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	832,563.41
Expenses														
Security Personnel		15,896.40	16,574.30	16,802.34	15,494.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64,767.09
Attendant/Cashier Labor		41,511.91	48,342.11	40,772.36	36,234.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	166,860.91
FP&L		6,473.39	6,473.39	6,473.39	6,473.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,893.56
Revenue Control Equipment Maintanance		1,666.67	1,666.67	1,666.67	1,666.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,666.68
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,680.00
Elevator Maintenance		738.00	613.00	613.00	800.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,764.50
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	433.32
Garage Cleaning/Maintenance		5,331.08	5,331.08	5,331.08	5,331.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,324.32
	17th St. EXPENSES	72,145.78	79,528.88	72,187.17	66,528.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	290,390.38
	17th St. PROFIT/(LOSS)	114,213.76	145,536.49	129,744.79	152,677.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	542,173.03

(Fdrive/Ping/$Pers/P&L/2004/17thstga.xls)

521

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 Total
17th St. Garage-2G														
Revenue-Ticket	480-8000-344583	105,641.20	159,877.65	136,339.53	153,112.01	199,421.53	147,306.63	99,839.26	135,459.72	92,178.14	102,296.41	106,516.89	91,325.39	1,529,314.36
Revenue - Space Rental	480-8000-344583	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	75,600.00
Revenue-Monthly Permits	480-8000-344514	60,000.00	61,560.00	59,820.00	56,760.00	57,960.00	58,740.00	58,680.00	53,460.00	54,300.00	55,920.00	53,160.00	53,220.00	683,580.00
	17th St. REVENUE (Sales Tax Excluded)	171,941.20	227,737.65	202,459.53	216,172.01	263,681.53	212,346.63	164,819.26	195,219.72	152,778.14	164,516.41	165,976.89	150,845.39	2,288,494.36
Expenses														
Security Personnel		16,561.95	16,616.47	16,549.18	20,680.62	17,432.22	16,471.66	20,612.78	16,448.34	20,600.10	16,480.25	20,599.69	16,233.62	215,286.88
Attendant/Cashier Labor		33,192.78	56,286.32	36,137.49	39,265.13	48,329.64	37,381.35	32,521.25	34,321.57	59,870.88	35,809.78	34,812.81	42,009.65	489,938.65
FP&L		5,352.35	5,507.51	6,007.59	5,672.16	9,827.33	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	77,680.67
Revenue Control Equipment Maintanance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,860.67	1,666.67	1,666.67	1,851.67	1,666.67	20,379.04
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Elevator Maintenance		613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	6,376.75	13,119.75
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	1,299.96
Garage Cleaning/Maintenance		3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	5,331.08	5,331.08	5,578.58	5,331.08	5,331.08	5,331.08	51,985.98
	17th St. EXPENSES	61,304.26	84,607.48	64,891.44	71,815.09	81,786.37	66,523.58	67,843.68	65,673.56	95,428.13	66,937.50	70,314.97	78,619.49	875,745.55
	17th St. PROFIT/(LOSS)	110,636.94	143,130.17	137,568.09	144,356.92	181,895.16	145,823.05	96,975.58	129,546.16	57,350.01	97,578.91	95,661.92	72,225.90	1,412,748.81

CITY OF MIAMI BEACH
PARKING DEPARTMENT
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	91,325.39	1,529,314.36
Revenue - Space Rental	480-8000-344583	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	75,600.00
Revenue-Monthly Permits	480-8000-344514	60,000.00	61,560.00	59,820.00	56,760.00	57,960.00	58,740.00	58,680.00	53,460.00	54,300.00	55,920.00	53,160.00	53,220.00	683,580.00
	17th St. REVENUE (Sales Tax Excluded)	171,941.20	227,737.65	202,459.53	216,172.01	263,681.53	212,346.63	164,819.26	195,219.72	152,778.14	164,516.41	165,976.89	150,845.39	2,288,494.36
Expenses														
Security Personnel		16,561.95	16,616.47	16,549.18	20,680.62	17,432.22	16,471.66	20,612.78	16,448.34	20,600.10	16,480.25	20,599.69	16,233.62	215,286.88
Attendant/Cashier Labor		33,192.78	56,286.32	36,137.49	39,265.13	48,329.64	37,381.35	32,521.25	34,321.57	59,870.88	35,809.78	34,812.81	42,009.65	489,938.65
FP&L		5,352.35	5,507.51	6,007.59	5,672.16	9,827.33	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	77,680.67
Revenue Control Equipment Maintanance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,860.67	1,666.67	1,666.67	1,851.67	1,666.67	20,379.04
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Elevator Maintenance		613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	6,376.75	13,119.75
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	1,299.96
Garage Cleaning/Maintenance		3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	5,331.08	5,331.08	5,578.58	5,331.08	5,331.08	5,331.08	51,985.98
	17th St. EXPENSES	61,304.26	84,607.48	64,891.44	71,815.09	81,786.37	66,523.58	67,843.68	65,673.56	95,428.13	66,937.50	70,314.97	78,619.49	875,745.55
	17th St. PROFIT/(LOSS)	110,636.94	143,130.17	137,568.09	144,356.92	181,895.16	145,823.05	96,975.58	129,546.16	57,350.01	97,578.91	95,661.92	72,225.90	1,412,748.81

(Fdrive/Ping/$Pers/P&L/2003/17thstga.xls)

LOCATION	ACCOUNTING CODE	2001 October	2001 November	2001 December	2002 January	2002 February	2002 March	2002 April	2002 May	2002 June	2002 July	2002 August	2002 September	FY 2001/2002 Total
17th St. Garage-2G														
Revenue-Ticket	480-8000-344583	95,980.84	88,650.62	117,454.92	129,924.57	193,183.71	173,980.26	137,297.11	123,415.47	109,810.52	97,670.31	100,261.80	101,232.96	1,468,863.09
Revenue - Space Rental	480-8000-344583	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	75,600.00
Revenue-Monthly Permits	480-8000-344514	46,380.00	49,200.00	50,040.00	48,780.00	49,200.00	50,940.00	58,260.00	54,360.00	54,000.00	59,760.00	59,880.00	60,180.00	640,980.00
	17th St. REVENUE (Sales Tax Excluded)	148,660.84	144,150.62	173,794.92	185,004.57	248,683.71	231,220.26	201,857.11	184,075.47	170,110.52	163,730.31	166,441.80	167,712.96	2,185,443.09
Expenses														
Security Personnel		12,311.04	12,073.41	11,853.44	12,243.49	12,971.98	11,674.27	12,081.92	11,200.98	13,739.92	16,653.15	19,575.84	17,759.89	164,139.33
Attendant/Cashier Labor		36,820.66	30,740.16	30,863.50	35,009.60	44,561.13	32,597.89	38,714.70	38,742.83	35,232.98	31,239.96	32,357.63	34,965.22	421,846.26
FP&L		5,519.53	5,106.15	5,446.66	5,793.30	5,678.30	5,251.72	5,381.93	5,279.30	5,704.54	5,485.43	5,460.87	6,099.82	66,207.55
Revenue Control Equipment Maintanance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	20,000.04
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	6,206.16
Elevator Maintenance		613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	7,356.00
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	1,299.96
Garage Cleaning/Maintenance		3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	39,504.00
	17th St. EXPENSES	60,848.41	54,116.90	54,360.78	59,243.57	69,408.59	55,721.06	62,375.73	61,420.29	60,874.62	59,575.72	63,591.52	65,022.11	726,559.30
	17th St. PROFIT/(LOSS)	87,812.43	90,033.72	119,434.14	125,761.00	179,275.12	175,499.20	139,481.38	122,655.18	109,235.90	104,154.59	102,850.28	102,690.85	1,458,883.79

CITY OF MIAMI BEACH
PARKING DEPARTMENT
7th St. Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 Total
7th St. Garage-1G														
Revenue-Ticket	142-8000-344404	139,529.56	139,842.06	130,241.12	167,042.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	576,654.80
Revenue-Monthly Permits	142-8000-344404	13,050.00	13,237.50	13,462.50	13,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53,250.00
	7th St. REVENUE (Sales Tax Excluded)	152,579.56	153,079.56	143,703.62	180,542.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	629,904.80
Expenses														
Security		21,049.40	21,816.06	24,181.09	21,727.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88,773.65
Attendant/Cashier Labor		17,797.52	17,668.48	17,422.60	17,959.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70,848.07
Landscape Maintenance		918.67	1,114.00	918.67	918.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,870.01
FP&L		3,067.37	3,067.37	3,067.37	3,067.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,269.48
Revenue Control Equipment Maintenance		700.00	700.00	700.00	700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,800.00
Garage Cleaning/Maintenance		4,864.00	4,699.00	4,765.00	4,864.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,192.00
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,680.00
Elevator Maintenance		1,729.00	1,202.00	2,271.50	985.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,187.50
Surveillance System Maintenance		534.60	534.60	744.60	534.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,348.40
	7th St. EXPENSES	51,080.56	51,221.51	54,490.83	51,176.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	207,969.11
	7th Street Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	238,000.00
	7th St. PROFIT/(LOSS)	41,999.00	42,358.05	29,712.79	69,865.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	183,935.69

(Fdrive/Ping/$Pers/P&L/2004/7thst.xls)

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 Total
7th St. Garage-1G														
Revenue-Ticket	142-8000-344404	136,186.19	137,501.35	140,246.61	148,182.44	153,858.76	221,547.82	161,549.46	174,847.57	133,750.47	164,101.85	178,871.59	120,362.30	1,871,006.41
Revenue-Monthly Permits	142-8000-344404	13,125.00	13,125.00	13,125.00	13,125.00	13,125.00	13,050.00	13,050.00	13,050.00	12,975.00	13,050.00	13,200.00	13,200.00	157,200.00
	7th 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	133,562.30	2,028,206.41
Expenses														
Security		21,087.06	20,743.70	20,245.12	26,257.88	21,150.87	21,933.85	26,125.51	22,612.39	25,778.86	21,024.44	27,128.97	21,014.42	275,103.07
Attendant/Cashier Labor		16,755.52	25,273.02	16,806.12	17,276.43	16,664.70	17,694.64	16,755.04	16,893.83	25,407.34	16,835.01	17,385.71	17,618.06	221,365.42
Landscape Maintenance		984.00	984.00	984.00	984.00	984.00	984.00	918.67	1,067.67	918.67	10,438.67	7,363.67	918.67	27,530.02
FP&L		2,667.70	2,747.44	2,709.51	2,462.61	4,749.59	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	36,808.44
Revenue Control Equipment Maintenance		700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	8,400.00
Garage Cleaning/Maintenance		4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	5,111.50	4,864.00	4,864.00	4,864.00	58,615.50
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Elevator Maintenance		985.00	985.00	985.00	985.00	985.00	985.00	1,180.88	1,264.84	1,936.44	1,180.88	1,180.88	1,295.00	13,948.92
Surveillance System Maintenance		437.00	437.00	437.00	437.00	437.00	437.00	495.00	495.00	495.00	1,855.00	580.00	2,810.60	9,352.60
	7th St. EXPENSES	48,997.46	57,251.34	48,247.93	54,484.10	51,052.34	51,183.04	54,623.65	51,482.28	63,932.36	60,420.37	62,795.60	52,708.12	657,178.59
	7th 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)	40,813.73	33,875.01	45,623.68	47,323.34	56,431.42	123,914.78	60,475.81	76,915.29	23,293.11	57,231.48	69,775.99	21,354.18	657,027.82

CITY OF MIAMI BEACH
PARKING DEPARTMENT
7th St. Garage
PROFIT AND LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 Total
7th St. Garage-1G														
Revenue-Ticket	142-8000-344404	136,186.19	137,501.35	140,246.61	148,182.44	153,858.76	221,547.82	161,549.46	174,847.57	133,750.47	164,101.85	178,871.59	120,362.30	1,871,006.41
Revenue-Monthly Permits	142-8000-344404	13,125.00	13,125.00	13,125.00	13,125.00	13,125.00	13,050.00	13,050.00	13,050.00	12,975.00	13,050.00	13,200.00	13,200.00	157,200.00
	7th 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	133,562.30	2,028,206.41
Expenses														
Security		21,087.06	20,743.70	20,245.12	26,257.88	21,150.87	21,933.85	26,125.51	22,612.39	25,778.86	21,024.44	27,128.97	21,014.42	275,103.07
Attendant/Cashier Labor		16,755.52	25,273.02	16,806.12	17,276.43	16,664.70	17,694.64	16,755.04	16,893.83	25,407.34	16,835.01	17,385.71	17,618.06	221,365.42
Landscape Maintenance		984.00	984.00	984.00	984.00	984.00	984.00	918.67	1,067.67	918.67	10,438.67	7,363.67	918.67	27,530.02
FP&L		2,667.70	2,747.44	2,709.51	2,462.61	4,749.59	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	36,808.44
Revenue Control Equipment Maintenance		700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	8,400.00
Garage Cleaning/Maintenance		4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	5,111.50	4,864.00	4,864.00	4,864.00	58,615.50
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Elevator Maintenance		985.00	985.00	985.00	985.00	985.00	985.00	1,180.88	1,264.84	1,936.44	1,180.88	1,180.88	1,295.00	13,948.92
Surveillance System Maintenance		437.00	437.00	437.00	437.00	437.00	437.00	495.00	495.00	495.00	1,855.00	580.00	2,810.60	9,352.60
	7th St. EXPENSES	48,997.46	57,251.34	48,247.93	54,484.10	51,052.34	51,183.04	54,623.65	51,482.28	63,932.36	60,420.37	62,795.60	52,708.12	657,178.59
	7th 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)	40,813.73	33,875.01	45,623.68	47,323.34	56,431.42	123,914.78	60,475.81	76,915.29	23,293.11	57,231.48	69,775.99	21,354.18	657,027.82

(Fdrive/Ping/$Pers/P&L/2003/7thst.xls)

524

LOCATION	ACCOUNTING CODE	2001 October	2001 November	2001 December	2002 January	2002 February	2002 March	2002 April	2002 May	2002 June	2002 July	2002 August	2002 September	FY 2001/2002 Total
7th St. Garage-1G														
Revenue-Ticket	142-8000-344404	98,891.68	105,333.01	144,735.13	153,866.18	138,843.74	240,191.44	171,039.15	163,294.17	139,551.83	163,218.25	175,770.79	135,339.42	1,830,074.79
Revenue-Monthly Permits	142-8000-344404	15,975.00	16,350.00	15,825.00	16,800.00	14,550.00	14,700.00	14,700.00	14,550.00	14,550.00	13,800.00	13,725.00	13,800.00	179,325.00
	7th St. REVENUE (Sales Tax Excluded)	114,866.68	121,683.01	160,560.13	170,666.18	153,393.74	254,891.44	185,739.15	177,844.17	154,101.83	177,018.25	189,495.79	149,139.42	2,009,399.79
Expenses														
Security		15,394.28	15,695.07	14,460.29	15,772.87	15,146.88	17,041.38	15,881.17	15,768.28	17,513.64	22,057.41	25,611.88	22,611.97	212,955.12
Attendant/Cashier Labor		15,209.20	15,854.69	16,107.91	16,346.08	16,018.67	15,976.15	16,429.77	16,357.45	15,943.55	15,952.92	16,684.59	17,149.19	194,030.17
Landscape Maintenance		984.00	984.00	984.00	984.00	984.00	984.00	984.00	984.00	984.00	984.00	984.00	984.00	11,808.00
FP&L		3,153.54	2,599.76	2,754.67	2,964.55	2,773.25	2,567.84	2,733.33	2,574.07	2,891.16	2,700.17	2,849.96	3,069.84	33,632.14
Revenue Control Equipment Maintenance		700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	8,400.00
Garage Cleaning/Maintenance		4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	58,368.00
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	6,206.16
Elevator Maintenance		985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	985.00	11,820.00
Surveillance System Maintenance		437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	437.00	5,244.00
	7th St. EXPENSES	42,244.20	42,636.70	41,810.05	43,570.68	42,425.98	44,072.55	43,531.45	43,186.98	44,835.53	49,197.68	53,633.61	51,318.18	542,463.59
	7th Street Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	714,000.00
	7th St. PROFIT/(LOSS)	13,122.48	19,546.31	59,250.08	67,595.50	51,467.76	151,318.89	82,707.70	75,157.19	49,766.30	68,320.57	76,362.18	38,321.24	752,936.20

CITY OF MIAMI BEACH
PARKING DEPARTMENT
5A Surface Lots East and West
PROFIT & LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 Total
17th St. Parking Lots - 5A														
Revenue-Ticket	480-8000-344515	123,301.93	135,390.66	142,474.77	153,204.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	554,372.01
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue-Monthly Permits	480-8000-344596	16,800.00	18,360.00	15,960.00	16,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	67,320.00
	17th St. REVENUE (Sales Tax Excluded)	140,101.93	153,750.66	158,434.77	169,404.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	621,692.01
Expenses														
Security Personnel		1,404.71	738.66	880.37	662.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,686.32
Attendant/Cashier Labor		20,826.85	24,230.94	20,510.75	20,463.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	86,032.25
Revenue Control Equipment Maintenance		1,666.67	1,666.67	1,666.67	1,666.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,666.68
Landscape and Lot Maintenance		502.67	502.67	502.67	502.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,010.68
FP&L		391.48	391.48	391.48	391.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,565.92
	17th St. EXPENSES	24,792.38	27,530.42	23,951.94	23,687.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	99,961.85
	17th St. PROFIT/(LOSS)	115,309.55	126,220.24	134,482.83	145,717.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	521,730.16

(Fdrive/Ping/$Pers/P&L/2004/5alots.xls)

525

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. 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	99,008.57	1,426,973.74
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue-Monthly Permits	480-8000-344596	17,820.00	18,120.00	17,700.00	18,360.00	16,500.00	17,700.00	16,560.00	18,840.00	15,720.00	15,900.00	16,560.00	16,980.00	206,760.00
	17th 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	115,988.57	1,633,733.74
Expenses														
Security Personnel		1,883.74	1,884.70	1,797.93	2,334.72	1,591.97	1,750.52	2,157.89	1,786.10	2,172.81	1,743.98	1,863.20	1,687.74	22,655.30
Attendant/Cashier Labor		17,939.85	30,340.05	19,183.60	21,628.82	22,409.89	20,603.96	18,238.36	18,745.80	30,790.29	17,290.62	17,265.92	20,813.79	255,250.95
Revenue Control Equipment Maintenance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,860.67	1,666.67	1,831.67	1,666.67	1,666.67	20,359.04
Landscape and Lot Maintenance		502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	6,032.04
FP&L		386.87	350.40	332.23	322.18	565.72	391.48	391.48	391.48	391.48	391.48	391.48	391.48	4,697.76
	17th 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	25,062.35	308,995.09
	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	90,926.22	1,324,738.65

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	2003 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	99,008.57	1,426,973.74
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue-Monthly Permits	480-8000-344596	17,820.00	18,120.00	17,700.00	18,360.00	16,500.00	17,700.00	16,560.00	18,840.00	15,720.00	15,900.00	16,560.00	16,980.00	206,760.00
	17th 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	115,988.57	1,633,733.74
Expenses														
Security Personnel		1,883.74	1,884.70	1,797.93	2,334.72	1,591.97	1,750.52	2,157.89	1,786.10	2,172.81	1,743.98	1,863.20	1,687.74	22,655.30
Attendant/Cashier Labor		17,939.85	30,340.05	19,183.60	21,628.82	22,409.89	20,603.96	18,238.36	18,745.80	30,790.29	17,290.62	17,265.92	20,813.79	255,250.95
Revenue Control Equipment Maintenance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,860.67	1,666.67	1,831.67	1,666.67	1,666.67	20,359.04
Landscape and Lot Maintenance		502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	6,032.04
FP&L		386.87	350.40	332.23	322.18	565.72	391.48	391.48	391.48	391.48	391.48	391.48	391.48	4,697.76
	17th 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	25,062.35	308,995.09
	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	90,926.22	1,324,738.65

(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
12th St. Garage
PROFIT & LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 Total
12th St. Garage-2A														
Revenue-Ticket	480-8000-344504	26,360.74	25,345.79	24,450.45	29,463.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105,620.52
Revenue-Monthly Permits	480-8000-344593	5,220.00	5,100.00	5,040.00	4,740.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,100.00
	12th St. REVENUE (Sales Tax Excluded)	31,580.74	30,445.79	29,490.45	34,203.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125,720.52
Expenses														
Security Personnel		8,219.46	8,844.80	9,107.41	8,233.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,404.84
Attendant/Cashier Labor		7,247.08	7,241.85	7,200.05	7,215.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,904.71
FP&L		108.54	108.54	108.54	108.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	434.16
Elevator Maintenance		125.00	125.00	125.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00
Garage Cleaning/Maintenance		1,540.75	1,532.50	1,540.75	1,540.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,154.75
	12th St. EXPENSES	17,240.83	17,852.69	18,081.75	17,223.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70,398.46
	12th St. PROFIT/(LOSS)	14,339.91	12,593.10	11,408.70	16,980.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	55,322.06

(Fdrive/Ping/$Pers/P&L/2004/12thga.xls)

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	22,452.33	342,465.96
Revenue-Monthly Permits	480-8000-344593	5,340.00	5,520.00	5,220.00	4,860.00	4,920.00	5,100.00	5,040.00	4,920.00	4,860.00	5,220.00	5,400.00	5,400.00	61,800.00
	12th St. REVENUE (Sales Tax Excluded)	29,148.81	32,166.02	32,461.35	32,136.87	33,007.39	44,839.49	34,355.86	38,676.05	27,052.23	35,922.84	36,646.72	27,852.33	404,265.96
Expenses														
Security Personnel		8,245.44	8,232.15	8,235.63	10,779.20	8,166.92	8,233.17	10,238.91	8,237.06	10,302.50	8,241.55	10,299.64	8,252.59	107,464.76
Attendant/Cashier Labor		7,054.55	10,280.84	6,892.87	7,315.74	6,912.77	7,052.06	6,810.78	6,945.10	10,775.85	7,497.33	7,173.01	7,672.92	92,383.82
FP&L		102.79	81.67	98.93	90.60	168.69	108.54	108.54	108.54	108.54	108.54	108.54	108.54	1,302.46
Elevator Maintenance		125.00	125.00	125.00	125.00	125.00	125.00	0.00	0.00	0.00	0.00	166.67	125.00	1,041.67
Garage Cleaning/Maintenance		1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,557.25	1,532.50	1,763.50	1,540.75	1,540.75	1,532.50	19,101.75
	12th St. EXPENSES	17,133.53	20,325.41	16,958.18	19,916.29	16,979.13	17,124.52	18,715.48	16,823.20	22,950.39	17,388.17	19,288.61	17,691.55	221,294.46
	12th St. PROFIT/(LOSS)	12,015.28	11,840.61	15,503.17	12,220.58	16,028.26	27,714.97	15,640.38	21,852.85	4,101.84	18,534.67	17,358.11	10,160.78	182,971.50

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	22,452.33	342,465.96
Revenue-Monthly Permits	480-8000-344593	5,340.00	5,520.00	5,220.00	4,860.00	4,920.00	5,100.00	5,040.00	4,920.00	4,860.00	5,220.00	5,400.00	5,400.00	61,800.00
	12th St. REVENUE (Sales Tax Excluded)	29,148.81	32,166.02	32,461.35	32,136.87	33,007.39	44,839.49	34,355.86	38,676.05	27,052.23	35,922.84	36,646.72	27,852.33	404,265.96
Expenses														
Security Personnel		8,245.44	8,232.15	8,235.63	10,779.20	8,166.92	8,233.17	10,238.91	8,237.06	10,302.50	8,241.55	10,299.64	8,252.59	107,464.76
Attendant/Cashier Labor		7,054.55	10,280.84	6,892.87	7,315.74	6,912.77	7,052.06	6,810.78	6,945.10	10,775.85	7,497.33	7,173.01	7,672.92	92,383.82
FP&L		102.79	81.67	98.93	90.60	168.69	108.54	108.54	108.54	108.54	108.54	108.54	108.54	1,302.46
Elevator Maintenance		125.00	125.00	125.00	125.00	125.00	125.00	0.00	0.00	0.00	0.00	166.67	125.00	1,041.67
Garage Cleaning/Maintenance		1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,557.25	1,532.50	1,763.50	1,540.75	1,540.75	1,532.50	19,101.75
	12th St. EXPENSES	17,133.53	20,325.41	16,958.18	19,916.29	16,979.13	17,124.52	18,715.48	16,823.20	22,950.39	17,388.17	19,288.61	17,691.55	221,294.46
	12th St. PROFIT/(LOSS)	12,015.28	11,840.61	15,503.17	12,220.58	16,028.26	27,714.97	15,640.38	21,852.85	4,101.84	18,534.67	17,358.11	10,160.78	182,971.50

(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
13th St. Garage
PROFIT & LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 Total
13th St. Garage-17A														
Revenue-Ticket	480-8000-344566	48,388.34	47,130.86	40,100.44	50,649.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	186,269.16
Revenue-Monthly Permits	480-8000-344527	7,740.00	7,680.00	8,520.00	8,100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32,040.00
	13th St. REVENUE (Sales Tax Excluded)	56,128.34	54,810.86	48,620.44	58,749.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	218,309.16
Expenses														
Security Personnel		9,865.08	10,533.80	10,736.25	8,648.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39,784.07
Attendant/Cashier Labor		15,303.89	15,397.71	15,269.80	15,170.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	61,141.65
Landscape Maintenance		216.67	216.67	216.67	216.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	866.68
FP&L		1,404.98	1,404.98	1,404.98	1,404.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,619.92
Revenue Control Equipment Maintenance		0.00	750.00	750.00	750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,250.00
Elevator Maintenance		737.00	312.00	312.00	312.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,673.00
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,680.00
Garage Cleaning/Maintenance		1,450.00	1,450.00	1,483.00	1,450.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,833.00
	13th St. EXPENSES	29,397.62	30,485.16	30,592.70	28,372.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	118,848.32
	13th St. PROFIT/(LOSS)	26,730.72	24,325.70	18,027.74	30,376.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	99,460.84

(Fdrive/Ping/$Pers/P&L/2004/13thstga.xls)

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	39,794.83	593,059.39
Revenue-Monthly Permits	480-8000-344527	8,280.00	8,640.00	8,100.00	7,320.00	7,380.00	7,620.00	7,860.00	8,520.00	8,580.00	8,280.00	7,800.00	7,800.00	96,180.00
	13th St. REVENUE (Sales Tax Excluded)	52,680.00	54,042.69	53,491.52	58,383.89	60,822.14	75,545.37	60,832.45	57,908.78	51,897.00	56,021.10	60,019.62	47,594.83	689,239.39
Expenses														
Security Personnel		10,242.93	10,602.13	10,541.72	13,658.91	10,514.70	10,220.71	12,820.10	10,737.48	12,861.21	10,423.37	13,306.82	10,177.97	136,108.05
Attendant/Cashier Labor		14,601.28	21,909.69	14,624.04	15,326.91	14,675.83	14,744.77	14,598.18	14,460.50	21,779.99	14,556.50	14,996.27	15,185.54	191,459.50
Landscape Maintenance		216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	2,600.04
FP&L		1,150.96	1,172.72	1,276.13	1,245.87	2,179.24	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	16,859.78
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	239.00	0.00	30.00	0.00	0.00	269.00
Elevator Maintenance		304.00	304.00	304.00	304.00	304.00	304.00	0.00	0.00	0.00	312.00	624.00	3,139.50	5,899.50
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Garage Cleaning/Maintenance		1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,450.00	1,598.50	1,450.00	1,450.00	1,483.00	17,812.50
	13th St. EXPENSES	28,516.02	36,205.39	28,962.74	32,752.54	29,890.62	28,891.31	31,040.11	29,025.81	38,378.53	28,848.52	32,523.74	32,027.66	377,062.99
	13th St. PROFIT/(LOSS)	24,163.98	17,837.30	24,528.78	25,631.35	30,931.52	46,654.06	29,792.34	28,882.97	13,518.47	27,172.58	27,495.88	15,567.17	312,176.40

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	39,794.83	593,059.39
Revenue-Monthly Permits	480-8000-344527	8,280.00	8,640.00	8,100.00	7,320.00	7,380.00	7,620.00	7,860.00	8,520.00	8,580.00	8,280.00	7,800.00	7,800.00	96,180.00
	13th St. REVENUE (Sales Tax Excluded)	52,680.00	54,042.69	53,491.52	58,383.89	60,822.14	75,545.37	60,832.45	57,908.78	51,897.00	56,021.10	60,019.62	47,594.83	689,239.39
Expenses														
Security Personnel		10,242.93	10,602.13	10,541.72	13,658.91	10,514.70	10,220.71	12,820.10	10,737.48	12,861.21	10,423.37	13,306.82	10,177.97	136,108.05
Attendant/Cashier Labor		14,601.28	21,909.69	14,624.04	15,326.91	14,675.83	14,744.77	14,598.18	14,460.50	21,779.99	14,556.50	14,996.27	15,185.54	191,459.50
Landscape Maintenance		216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	2,600.04
FP&L		1,150.96	1,172.72	1,276.13	1,245.87	2,179.24	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	16,859.78
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	239.00	0.00	30.00	0.00	0.00	269.00
Elevator Maintenance		304.00	304.00	304.00	304.00	304.00	304.00	0.00	0.00	0.00	312.00	624.00	3,139.50	5,899.50
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Garage Cleaning/Maintenance		1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,450.00	1,598.50	1,450.00	1,450.00	1,483.00	17,812.50
	13th St. EXPENSES	28,516.02	36,205.39	28,962.74	32,752.54	29,890.62	28,891.31	31,040.11	29,025.81	38,378.53	28,848.52	32,523.74	32,027.66	377,062.99
	13th St. PROFIT/(LOSS)	24,163.98	17,837.30	24,528.78	25,631.35	30,931.52	46,654.06	29,792.34	28,882.97	13,518.47	27,172.58	27,495.88	15,567.17	312,176.40

(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
16th St. - Anchor Garage
PROFIT & LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 Total
16th St. - Anchor Garage														
Revenue-Ticket	463-8000-344911	76,425.24	85,206.68	86,298.69	94,582.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	342,512.79
Revenue - Valet	463-8000-344587	20,015.89	20,326.63	26,858.41	14,436.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81,637.38
Revenue-Monthly Permits	463-8000-344903	26,750.00	28,200.00	23,050.00	23,550.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	101,550.00
	16th St. REVENUE (Sales Tax Excluded)	123,191.13	133,733.31	136,207.10	132,568.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	525,700.17
Expenses														
Security Personnel		12,428.89	10,171.83	13,395.77	13,665.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49,662.21
Attendant/Cashier Labor		15,887.24	16,050.82	15,831.23	16,378.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64,148.12
FP&L		3,800.00	3,800.00	3,800.00	3,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,200.00
Revenue Control Equipment Maintanance		775.00	775.00	775.00	775.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,100.00
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,680.00
Elevator Maintenance		1,278.82	1,743.82	155.00	1,015.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,192.96
Landscape and Lot Maintenance		164.67	152.00	164.67	164.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	646.01
Garage Cleaning/Maintenance		2,924.40	2,924.00	2,924.00	2,924.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,696.40
Sanitation (Waste Removal)		171.64	171.64	171.43	181.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	696.67
Fire Alarm Service		250.00	250.00	250.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
	16th St. EXPENSES	38,100.66	36,459.11	37,887.10	39,575.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	152,022.37
	16th St. PROFIT/(LOSS)	85,090.47	97,274.20	98,320.00	92,993.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	373,677.80

(Fdrive/Ping/$Pers/P&L/2004/16thstga - Anchor.xls)

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	60,237.40	259,668.82
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	20,751.40	80,422.43
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	26,300.00	78,050.00
	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	107,288.80	418,141.25
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	13,115.19	53,453.02
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	17,158.12	59,183.47
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	3,800.00	14,250.00
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	975.00	3,300.00
Armed Guard Revenue Pickup		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	517.18	566.67	525.00	420.00	2,028.85
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	1,542.74	3,103.74
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	164.67	944.01
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	2,924.40	10,530.36
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	168.71	643.23
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	250.00	1,110.00
	16th St. EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,704.06	37,835.70	42,488.09	40,518.83	148,546.68
	16th St. PROFIT/(LOSS)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,526.25	93,690.88	83,607.47	66,769.97	269,594.57

CITY OF MIAMI BEACH
PARKING DEPARTMENT
42nd St. Garage
PROFIT & LOSS STATEMENT

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 Total
42nd St. Garage-8A														
Revenue-Ticket	480-8000-344531	3,350.48	2,763.56	3,415.88	3,842.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,371.96
Revenue-Monthly Permits	480-8000-344595	34,620.00	34,980.00	35,760.00	33,780.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	139,140.00
	42nd St. REVENUE (Sales Tax Excluded)	37,970.48	37,743.56	39,175.88	37,622.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	152,511.96
Expenses														
Security Personnel		8,206.59	8,797.59	9,113.55	8,728.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,845.77
Attendant/Cashier Labor		3,255.18	3,257.79	3,077.53	2,837.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,427.68
FP&L		1,805.96	1,805.96	1,805.96	1,805.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,223.84
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Elevator Maintenance		536.00	536.00	536.00	536.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,144.00
Landscape Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Garage Cleaning/Maintenance		1,796.50	1,780.00	1,796.50	1,796.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,169.50
	42nd St. EXPENSES	15,600.23	16,177.34	16,329.54	15,703.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	63,810.79
	42nd St. PROFIT/(LOSS)	22,370.25	21,566.22	22,846.34	21,918.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88,701.17

(Fdrive/Ping/$Pers/P&L/2004/42ndgar.xls)

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	2,622.43	33,515.86
Revenue-Monthly Permits	480-8000-344595	36,300.00	35,940.00	35,640.00	34,680.00	35,160.00	34,320.00	34,440.00	34,200.00	34,680.00	34,500.00	34,500.00	34,740.00	419,100.00
	42nd St. REVENUE (Sales Tax Excluded)	38,368.55	37,601.97	37,256.89	37,154.77	41,200.17	36,695.90	37,042.80	37,576.65	37,656.64	37,371.04	37,328.05	37,362.43	452,615.86
Expenses														
Security Personnel		10,877.14	8,244.21	8,143.74	10,305.98	8,690.43	8,230.10	10,989.83	8,988.60	11,395.97	9,140.34	11,484.72	8,883.48	115,374.54
Attendant/Cashier Labor		2,639.24	3,696.43	2,477.56	2,507.41	3,984.97	2,718.84	2,631.78	2,989.97	4,430.24	2,897.94	3,182.84	3,082.75	37,239.97
FP&L		1,539.31	1,459.55	1,341.18	1,510.98	3,178.78	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	21,671.52
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	217.50	-217.50	0.00	0.00	0.00	0.00	0.00
Elevator Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	536.00	536.00	536.00	536.00	536.00	536.00	3,216.00
Landscape Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	182.00	0.00	0.00	0.00	182.00
Garage Cleaning/Maintenance		1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,796.50	1,796.50	1,780.00	16,938.00
	42nd St. EXPENSES	16,340.69	14,685.19	13,247.48	15,609.37	17,139.18	14,039.90	17,466.07	15,388.03	19,635.17	16,176.74	18,806.02	16,088.19	194,622.03
	42nd St. PROFIT/(LOSS)	22,027.86	22,916.78	24,009.41	21,545.40	24,060.99	22,656.00	19,576.73	22,188.62	18,021.47	21,194.30	18,522.03	21,274.24	257,993.83

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	2,622.43	33,515.86
Revenue-Monthly Permits	480-8000-344595	36,300.00	35,940.00	35,640.00	34,680.00	35,160.00	34,320.00	34,440.00	34,200.00	34,680.00	34,500.00	34,500.00	34,740.00	419,100.00
	42nd St. REVENUE (Sales Tax Excluded)	38,368.55	37,601.97	37,256.89	37,154.77	41,200.17	36,695.90	37,042.80	37,576.65	37,656.64	37,371.04	37,328.05	37,362.43	452,615.86
Expenses														
Security Personnel		10,877.14	8,244.21	8,143.74	10,305.98	8,690.43	8,230.10	10,989.83	8,988.60	11,395.97	9,140.34	11,484.72	8,883.48	115,374.54
Attendant/Cashier Labor		2,639.24	3,696.43	2,477.56	2,507.41	3,984.97	2,718.84	2,631.78	2,989.97	4,430.24	2,897.94	3,182.84	3,082.75	37,239.97
FP&L		1,539.31	1,459.55	1,341.18	1,510.98	3,178.78	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	21,671.52
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	217.50	-217.50	0.00	0.00	0.00	0.00	0.00
Elevator Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	536.00	536.00	536.00	536.00	536.00	536.00	3,216.00
Landscape Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	182.00	0.00	0.00	0.00	182.00
Garage Cleaning/Maintenance		1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,796.50	1,796.50	1,780.00	16,938.00
	42nd St. EXPENSES	16,340.69	14,685.19	13,247.48	15,609.37	17,139.18	14,039.90	17,466.07	15,388.03	19,635.17	16,176.74	18,806.02	16,088.19	194,622.03
	42nd St. PROFIT/(LOSS)	22,027.86	22,916.78	24,009.41	21,545.40	24,060.99	22,656.00	19,576.73	22,188.62	18,021.47	21,194.30	18,522.03	21,274.24	257,993.83

(Fdrive/Ping/$Pers/P&L/2003/42ndgar.xls)

LOCATION	ACCOUNTING CODE	2001 October	2001 November	2001 December	2002 January	2002 February	2002 March	2002 April	2002 May	2002 June	2002 July	2002 August	2002 September	FY 2001/2002 Total
42nd St. Garage-8A														
Revenue-Ticket	480-8000-344531	1,601.88	1,333.32	1,521.14	1,880.75	12,211.58	1,915.21	2,176.52	3,171.84	1,733.32	2,189.65	2,268.56	1,882.57	33,886.34
Revenue-Monthly Permits	480-8000-344595	21,540.00	19,200.00	19,500.00	18,060.00	16,380.00	17,040.00	18,120.00	17,760.00	18,660.00	18,300.00	36,360.00	35,700.00	256,620.00
	42nd St. REVENUE (Sales Tax Excluded)	23,141.88	20,533.32	21,021.14	19,940.75	28,591.58	18,955.21	20,296.52	20,931.84	20,393.32	20,489.65	38,628.56	37,582.57	290,506.34
Expenses														
Security Personnel		5,790.16	8,179.71	7,737.08	7,429.88	7,516.66	7,530.52	7,768.30	7,628.81	9,240.26	11,182.27	13,105.58	12,017.45	105,126.68
Attendant/Cashier Labor		3,050.19	2,474.28	2,320.23	2,242.02	4,680.24	2,737.35	2,471.91	2,628.33	2,479.02	2,381.85	2,526.02	2,522.32	32,513.76
FP&L		1,471.76	1,480.00	744.79	1,423.20	1,433.94	1,850.98	1,647.89	1,655.88	1,650.65	1,629.72	1,358.53	1,597.13	17,944.47
Garage Cleaning/Maintenance		1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	15,420.00
	42nd St. EXPENSES	11,597.11	13,418.99	12,087.10	12,380.10	14,915.84	13,403.85	13,173.10	13,198.02	14,654.93	16,478.84	18,275.13	17,421.90	171,004.91
	42nd St. PROFIT/(LOSS)	11,544.77	7,114.33	8,934.04	7,560.65	13,675.74	5,551.36	7,123.42	7,733.82	5,738.39	4,010.81	20,353.43	20,160.67	119,501.43

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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: March 17, 2004

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.

Construction on the Water Tanks and Pump Station Project began on June 9, 2003. The completion of this portion of the Project is expected in early spring of 2004 and is within schedule. The water tanks have been completed. The contractor is working with FPL to energize the pump system so that the tanks can be filled. Once this is accomplished and the pumps and tanks are operational we will begin the process of achieving Substantial Completion and a Certificate of Completion so that the existing water tank can be demolished. At this time the City and the contractor expect to complete this process by the end of April which will allow mobilization on the Fire Station project in early May.

On December 10, 2003, the City Commission approved the Guaranteed Maximum Price, in the amount of $8,096,580, awarded the contract to Jasco, and appropriated the additional funding necessary to complete the Project. The timetable for the construction of the new Fire Station, etc. is to begin immediately after the completion of the Water Tanks and Pump Station Project in the Spring of 2004.

Currently the Administration and the City Attorney's Office are working with the attorney for Jasco to complete the scope definition and the parameters of the Agreement. The Agreement will be presented to the City Clerk and Mayor for execution once completed. Completion is expected in early March 2004. This timeline is well within the expected timeline for the construction for the Fire Station.

JMG/RCM/TH/JECh
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Agenda Item C
Date 3-17-04

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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: March 17, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **STATUS REPORT ON FIRE STATION NO. 4 PROJECT**

Past Events

The City Commission, on July 2, 2003, issued a directive to the Administration to pursue the Certificate of Appropriateness for Demolition of the existing building. The Historic Preservation Board (HPB) approved a motion to recommend to the City Commission that the building be demolished. The HPB also approved a motion authorizing the revisions to the previously approved new building, and added some requirements with regard to landscaping, breeze block, monument, and curb/swale/sidewalk configuration. On October 15, 2003, the City Commission held a public hearing and voted to approve a Certificate of Appropriateness for the demolition of the fire station.

The Consultant has developed and submitted drawings for the full demolition of the existing fire station. Carivon Construction Inc. was selected through the Job Order Contracting (JOC) Program to demolish the existing building. The drawings for the demolition of the existing fire station have been approved. However, due to the ordinance requirements regarding demolition of structures within historic sites, a demolition permit cannot be issued, and the City cannot demolish the existing Fire Station building until a building permit on the new Fire Station is issued.

As soon as the plans for the new Fire Station are approved by the Building Department, estimated to be in early March 2004, Carivon has agreed to pull the permit on the new building and to demolish the existing building. Completion of the permit approval is dependent on the review by DERM which is still incomplete. The Planning Department has recently requested that the landscape design be changed from what was presented with the permit documents by the Consultant. Additional services have been authorized to MC Harry for the re-design and the new documents will be presented to the Planning Department and the Building Department as soon as they are ready. This means that demolition is now estimated to occur in early April 2004, but this date is dependent upon the Building Department review process noted above.

Status Update

The construction drawings review for the new fire station by appropriate City departments has been completed. Comments have been incorporated by the consultant in order to create a conformed set once the permit review is completed.

Agenda Item D
Date 3-17-04

The seawall restoration at the Fire Station No. 4 site is also being added to the project. The construction drawings for the seawall restoration are currently being reviewed by Miami-Dade Environmental Resource Management (DERM) and will likely also be permitted in the same time frame. The restoration will be added to the bid documents for construction under the same contract, which provides greater efficiency. This portion of the project is being funded by the Shoreline and Seawall Rehabilitation Program portion of the General Obligation Bond.

It is anticipated that the bid for construction of the new fire station and seawall will be issued in April 2004, with construction to start in early summer of 2004.

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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: March 17, 2004

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. 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
Parking Cashiers/ Attendants	Standard Apcoa Inc.	08/03/2004	None
Parking Meter Collection Services	Standard Apcoa Inc.	09/28/2004	2 Years

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AGENDA ITEM E

DATE 3-17-04

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Reports and Informational Items

F Presentation And Update On The Visitor And Convention Authority (VCA). (Tourism & Cultural Development)

AGENDA ITEM F
DATE 3-17-04

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c: Lilia

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: MAYOR AND COMMISSIONERS

CC: JORGE GONZALEZ
CITY MANGER

FROM: MATTI H. BOWER
COMMISSIONER

DATE: March 4, 2004

RE: For Your Information-Provided by the Performing Arts Center Trust

Attached please find the minutes of the February 10, 2004 PACT Board Meeting, the February 9, 2004 PACT Executive Committee Meeting, and the February 6, 2004 Construction Committee Meeting. I have also included the agenda for the upcoming meeting on March 9, 2004.

MB/lw

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MAYOR/COMMISSION
BY _____

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Agenda Item G-1
Date 3-17-04

Minutes of the Board
Performing Arts Center Trust
February 10, 2004
TEMPLE ISRAEL of GREATER MIAMI
137 NORTHEAST 19TH STREET
THE KAHN ROOM
8:30 AM

IN ATTENDANCE:
Stanley Arkin
J. Ricky Arriola
Stuart Blumberg
Sonia Burini
Roger Carlton
T. Willard Fair
Ruth Greenfield
Matti Herrera-Bower
James Herron
Elizabeth Ruth Johnston
Susie Krajsa
I. Stanley Levine
Nancy Liebman
Florene Litthcut
Antonio Roca
Mario Ernesto Sanchez
Richard Shack
Carole Ann Taylor
Parker Thomson
Penny Thurer
David Wilson

ABSENT:
Matilde Aguirre
Bruce Davidson
Robert Ingram
Betsy Kaplan
Juan Loumiet
Denise Mincey-Mills
Jay Pons
Rep. Marco Rubio
Rosa Sugrañes
Judy Weiser
Velia Yedra
Cindi Zilber

PACT:
Michael Hardy
Gail Eaton
Elaiza Irizarry
Judy Litt
Justin Macdonnell
Adriana Perez
Teresa Randolph
Valerie Riles Robinson
Yadira Boada

PACMO:
Gail Thompson
Ola Aluko
Mercedes Sosa
Willie Peña

OTHERS IN ATTENDANCE:

Ron Austin, VMS
Gilbert Cabrera, Office of the Chair, Board of County Commissioners
John Caliste, Performing Arts Center Foundation
Charlie Cinnamon
Tom Derrington, Architects International, Inc.
Roberto Espejo, Cesar Pelli and Associates
Nancy Herstand, Performing Arts Center Foundation
Mike Iturrey, MDCC (OMB) OSBM
Bill Johnson, MDCC
Ann McNeill
Richard Miller, Performing Arts Center Foundation
Bob Papke, SMG, Miami Beach Convention Center
Jodi Paradise, Thorp and Co.
Danny Parmenter, Performing Arts Center Builders
John Poland, Clear Channel
Stephen Pollock, Office of the Inspector General
Ismalia Rashid, CSB Advisory Board
Luiz Simon, Performing Arts Center Builders
Michael Spring, Dept. of Cultural Affairs
Fred Tasker, Miami Herald
Doug Tober, SMG, Miami Beach Convention Center
Randy Volenec, Cesar Pelli & Associates

The Performing Arts Center Chairman, Parker Thomson, called the meeting to order.

The Chairman introduced Ricky Arriola as a newest member of the Trust.

The Board welcomed Jim Herron back after his absence from the Board due to a boating accident.

Request for Excused Absences

Teresa Randolph requested retroactive excused absences for the January 12, 2004 meeting for Carol Ann Taylor who was ill, and Penny Thurer who was out of town. She requested excused absences for the February 2004 meeting for Betsy Kaplan, Jay Pons and Robert Ingram, who were out of town and Velia Yedra who was ill. A motion to accept the excused absences was made by Stanley Arkin and seconded by James Herron.

Approval of Minutes

A motion to approve the minutes of the January 12, 2004, Board meeting was made by David Wilson and seconded by Ruth Greenfield. The motion passed unanimously with a correction to reflect that Antonio Roca was present.

Parker Thomson announced a change to the Board's meeting schedule. Beginning in March the PACT Board meetings will be held every other month. A revised meeting schedule will be sent to all Board members.

President's Report

Michael Hardy introduced the newest staff member, Yadira Boada. She will serve as Dr. Hardy's administrative assistant.

Dr. Hardy reported that the contract with MIT has been executed. A group of MIT students accompanied by their professors will travel to Miami on February 23, to participate in a series of meetings and to tour the construction site. This visit will commence a semester long course that will explore the potential for a Digital Media Center in the Art Deco Tower.

The joint venture with the Performing Arts Center Foundation is proceeding successfully. A group of offices adjacent to the Foundation's offices will accommodate the PACT staff as soon as the area is remodeled.

Members of the Branding and Graphic Image Task Force will be meeting this week, and final designs created for the Center's branding will be presented at the March Board Meeting.

PACMO, PACB and PACT have been working with the public relations agency Thorpe and Company to develop positive news stories about the Center.

Roger Carlton has been working to resolve parking issues. The School Board is developing a RFP (Request for Proposal) for a parking garage west of the Ballet/Opera House. The School Board has agreed to host a design charrette for the garage with the Urban Land Institute within the next 30 to 40 days. The charrette will be open to the public.

Michael Hardy reported that the Community Redevelopment Agency (CRA), awarded the PACT a $30,000 grant to support the MIT project. Dr. Hardy expressed gratitude to Chairman Teele and the rest of the CRA board members.

Dr. Hardy requested approval of a resolution thanking Eleanor Kluger for her outstanding service as a member of the PACT Board. A motion to approve the resolution was made by Ruth Greenfield and seconded by Roger Carlton. The motion passed unanimously.

Programming Update

Justin Macdonnell presented an overview of upcoming programming plans. Highlights of his presentation included a description of the Arts 4 Learning partnership and an overview of the Physical Theater Project. Mr. Macdonnell stated that Miami is becoming the cultural crossroad of the Americas, and an objective the Performing Arts Center programming will be to bring the world to Miami and showcase Miami to the world.

PACT COMMITTEE REPORTS

Finance Report

David Wilson reported that the Finance Committee met and discussed the following items:

- How delays in the construction schedule will impact the PAC administratively.
- Issues regarding unfunded items, i.e. FF&E and missing building scope
- Developing non-traditional revenue streams and sponsorship opportunities

Mr. Wilson also reported that the Center was appropriated federal funding in the amount of $625,000. The appropriation is the result of efforts of several individuals from the Foundation, the County and the Trust.

Construction Committee

Stanley Arkin reported that the stone installation on the north intermediate level is nearing completion. Installation of the glass curtain wall panels on the Ballet Opera House will commence this month followed by installation of the panels on the Symphony Hall.

Steel is expected to be completed in the Symphony Hall by the end of February and by the end of March in the Ballet/Opera House. The Construction Committee approved a change order in the amount of $2.925 million. A motion to approve Change Order 69 was made by David Wilson and seconded by James Herron. Mr. Arkin reported that there is approximately $10 million remaining in construction contingencies.

Remediation of the forty-four reverberation chamber doors has commenced under a process approved by CP &A. The forty doors that required repair are also being completed.

Mr. Arkin reported that several member of the Construction Committee expressed concern about the millwork subcontractor's competency and advised that PACMO/URS will Tim Ackert has pledged to personally monitor the millwork subcontractor in effort to ensure quality. Members of the Construction Committee will travel to the West Palm Beach Convention Center to review the work previously completed by the subcontractor.

Roberto Espejo reported on the development of the organ scrim. There will be a review of the Ballet/Opera House curtain at Miami-Dade County Auditorium on February 25th. An opportunity for the Board to review all of the Art in Public Places projects will be scheduled in the near future.

The revised construction schedule is being finalized and will be presented to the Miami-Dade Board of County Commissioners at their March meeting.

A motion to approve Change Order 69 in the amount of $2.925 million was made David Wilson and seconded by James Herron. The motion passed unanimously.

Gail Thompson thanked Board members for visiting the site during the January meeting, and thanked PACB for their assistance with the preparations for the occasion. Ms. Thompson also mentioned that entire County Commission and Mayor Alex Penelas have been invited to tour the site.

Gail Thompson and Bill Johnson made a presentation to the Miami-Dade County Recreation and Cultural Affairs Committee last month. The presentation included a historical review of construction costs, budgets and design fees. Ms. Thompson requested the permission of the chairman to make a similar presentation at an upcoming PACT Board meeting.

Ms. Thompson stated that an amendment to CP&A's contract should be finalized tomorrow. Negotiations with Fisher Dachs and Artec for an extension of their contracts have also been completed. These contract amendments will be presented to the Board of County Commission in March. The PACT and the Foundation Operating and Cooperative Agreements will be presented at the same time.

The agreement to extend URS' services for the balance of the project is also being negotiated. Most importantly, the revised construction budget for the PAC is being developed in order to request a construction budget increase from the Board of County Commission. PACMO hopes to finalize a figure and present the request before the Commission's summer break.

The Trust, Foundation and PACMO have met and reviewed interior finishes, stone and the curtain wall.

The January Dispute Resolution Board session focused on steel detailing costs. During the session PACMO and PACB discussed the pre-construction phase at length. Each side presented its respective opinions about the success or inadequacy of the pre-construction period and discussed remedies for resolution.

Jim Herron interjected that at the last Construction Committee Meeting he noted a "different tone". The Committee is now better structured to deal with difficult problems.

A copy of the PowerPoint presentation given by Gail Thompson to the Recreation and Culture Committee will be distributed to all members.

Michael Hardy responded to an inquiry regarding the Neighborhood Committee by explaining that it has been folded into the Urban Development Committee. The committee will be meeting this month to discuss proposals of the Florida Department of Transportation related to Biscayne Boulevard, the Omni Redevelopment Plan and the initiatives of the Downtown Development

Authority. Dr. Hardy reminded all Board members that committee meetings are open to all Board members who wish to attend. Notices are sent to all members via e-mail and fax.

Performing Arts Center Foundation

Nancy Herstand reported that the total funds raised to date by the Foundation are $54 million of the $80 million goal. That amount includes over $3 million in new gifts during the first six months of the fiscal year which ends June 30th. Of the funds raised to date, 72% have already been received in cash with the remainder scheduled to come in during the next three years. These new gifts include several new leadership gifts to the Legacy Named Space Program.

Ms. Herstand stated that with the joint venture completed, she and Dr. Hardy have been reviewing fundraising needs and programs and are in the process of developing a practical strategic plan to address the following issues over the next 2 ½ years.

- Raising the remaining $26 milllion to complete the capital campaign.
- Developing a transitional fundraising program from the capital campaign to an annual funding program of the Center.
- Creating a permanent in-house development department to be operative by the time the Center opens.

Currently the Foundation is:

- Raising leadership in major gifts over $100,000 and over.
- Focusing on the Legacy Named Spaces Program, as well as Premier Seating Program and Musical Chairs.
- Developing new lower level giving programs such as Charter Members and community initiatives for families and school children.
- Attracting Foundation grants for the Center's programming
- Working with Sponsorship Management Group to name the Center and Plaza for the Arts.
- Scheduling 8 site tours through mid-May.
- Developing a Spring brochure and newsletter

Department of Cultural Affairs

Michael Spring stated the following:

- Governor Bush released his budget and results for the arts community are very disappointing.
- County Manager George Burgess released his priorities for the upcoming budget and he made a commitment to increase funding support for the arts.
- The High Five Miami Program sold out their ticket allocation for Miami City Ballet's "Giselle" this weekend.

Meeting adjourned.

Reported by Yadira E. Boada

Performing Arts Center Trust
Executive Committee Minutes
Monday, February 9, 2004
8:30 AM

A meeting of the Performing Arts Center Trust Executive Committee was held in the PACT Conference Room, 1444 Biscayne Boulevard, Suite 202.

In Attendance: Stanley Arkin, Stu Blumberg, Michael Hardy, James Herron, Stanley Levine, Juan Loumiet, Valerie Riles Robinson, Parker Thomson and David Wilson

Construction Committee Report

Stanley Arkin reported on the following items:

Quality issues

- Issues concerning the reverberation of chambers doors seem to be resolved. Forty-four have been recast and forty have been repaired.

Mediation issues

- PACB has submitted approximately $47 million in change order requests.
- $4.3 million has been resolved through mediation with Miami-Dade County agreeing to pay $2.9 million.
- Change order requests are being considered in groups rather than as individual requests.

Revised schedule

- Bill Johnson has targeted March 31, 2006, as the date for significant completion. Dr. Hardy indicated that staff will begin to occupy the buildings in January 2006. Dr. Hardy added, the March date would work well for the Resident Companies because it will allow them to have a full season in the facilities.
- Construction delays have significantly increased the PACT's administrative costs. Dr. Hardy is working on budget revisions to lessen the impact of pre-opening expenses. He is investigating whether CDT and CRA funds can be used to meet the budget shortfall.

Finance Committee Report

- David Wilson expressed concerns about the depletion of PACT administrative funds. Administrative funds from the Foundation will be completely exhausted by February 2005. He will present a summary of unfunded capital requirements at the March Executive Committee Meeting. The PACT must begin to develop non-traditional revenue streams in order to meet operational costs.

- The CFO position needs to be filled immediately.

- Discussion ensued regarding grand opening expenses. Michael Hardy stated that the opening Gala is presumed to pay for itself. There will be about $3 ½ million in revenue and approximately $2 million in expenses.

- The PACT received a $30K grant from the CRA to help support the cost of the Digital Media project with MIT.

- Mr. Wilson also informed the members of the Committee that the Performing Arts Center has been appropriated $625K of federal funding. $125,000 was allocated from the Save America's Treasure's Fund and $500,000 as part of the VA/HUD appropriations. The funds will go directly into the County's coffers for construction costs.

Art in Public Places Budget

- The item was deferred until the March Executive Committee meeting. Assistant County Manager Bill Johnson and APP Director, Ivan Rodriguez will make a presentation at the March Executive Committee.

Eleanor Kluger Resolution

- A motion thanking Eleanor Kluger for her service as a member of the Performing Arts Center Board of Directors was made by Stanley Levine and seconded by James Herron. The motion passed unanimously. Dr. Hardy will invite Ms. Kluger to continue serving on the Urban Development Committee.

2004 PACT Board Officers

- After lengthy discussion the Committee decided that, as per the by-laws, the Nominating Committee will submit a slate at the March Executive Committee meeting.

Other Business

- Parker Thomson announced that starting in March, PACT Board Meetings will be held every other month. The Executive and Construction Committees will continue monthly meetings. All other committees will meet as needed.

- Juan Loumiet expressed concern about the financial viability of the Resident Companies and the PAC's responsibility to provide assistance. Dr. Hardy responded that the PACT is actively pursuing ways to assist the Resident Companies with financial stabilization. Dr. Hardy reported that The National Arts Stabilization Fund is willing to work with PACT staff to create a stabilization program. Dr. Hardy is developing a concept that will give donors incentives to support Resident Companies' financial stability initiatives. He will make a formal presentation to the PACT and PACF Boards within a couple of months.

- Michael Hardy, reported that the PACT will launch two community-based programs this month. As part of our partnership with Metro Zoo the PACT is providing performances at the zoo on Saturdays and Sundays. On February 28 the PACT will launch its performance arts program at a community fair sponsored by the Peñalver Clinic in Little Havana.

Meeting adjourned.

Performing Arts Center Trust
Construction Committee Minutes
February 06, 2004
4:00 PM

A meeting of the Performing Arts Center Trust Construction Committee was held in the PACT Conference Room, 1444 Biscayne Blvd., Suite 202.

In Attendance: Norma Ackert, Tim Ackert, Ola Aluko, Stanley Arkin, Ron Austin, Irving Bolotin, Sonia Burini, Roger Carlton, Roberto Espejo, Michael Hardy, James Herron, Elaiza Irizarry, Bill Johnson, Judy Litt, Ron Murtha, Steve Pollock, Dan Ricker, Valerie Riles Robinson, Mercedes Sosa, Parker Thomson, Gail Thompson and Penny Thurer

Performing Arts Center Trust Construction Committee Chairman, Stanley Arkin called the meeting to order.

Construction Status

Ballet/Opera House – Ron Murtha reported that masonry work is ongoing in Sector B1A. Seating layout and core drilling will commence shortly. Concrete slabs, sheer walls and attic slabs will be placed in sector B1 next week. Exterior stone erection at the north intermediate level is 99% complete. In Zones B2 and B4 steel erection is ongoing. In B5, which is the main lobby, the curtain wall installation is scheduled to commence next week.

Art Deco Tower – Installation of the metal stairs is scheduled for the end of the month. The mechanical rough-in is scheduled to commence this month.

Symphony Hall – In Sectors 1A and 1B masonry work is ongoing and concrete installation of the orchestra level seating is underway. Core drilling will begin at a later date. The main roof concrete deck has been installed and slab pours in the north portion of the attic are complete. The installation of mechanical, electrical, and plumbing rough-ins at the back-of-house continues. The curtain wall frames are being installed and steel erection in Zone 2 on the west side of the building at the Education Center is ongoing.

James Herron asked when the buildings will be enclosed so that interior work can begin. Ron Murtha responded that both buildings are encapsulated by sheer walls. In the new schedule the scaffolding will be installed in the Symphony Hall in late April and in the Ballet/Opera House in mid June. At those times there will be sufficient masonry enclosure and roof concrete in place that will allow interior work to begin on the underside of the ceiling.

Roger Carlton asked how progress is measured. Gail Thompson responded that the revised schedule will include benchmarks by which the committee can gauge progress. She also suggested that once the revised schedule is finalized, a critical path presentation will be made to the committee. Roger Carlton stated

that the benchmarks should be tied to the budget. Bill Johnson responded that the information will be provided at the March Construction Committee Meeting.

Bill Johnson stated that his office has received and accepted the revised project schedule as of last Friday. This week representatives from Cesar Pelli, PACB, PACMO and URS will review the critical path. Ms. Thompson stated that at the next Construction Committee Meeting there will be a detailed report on the new schedule.

Major Milestones

Ron Murtha reported that steel erection in both buildings will be complete towards the end of March. The Symphony Hall should be complete by the end of February and the Ballet/Opera House toward the end of March.

- Symphony Hall stone installation will commence in late March.
- Curtain wall panels will begin next week in the Ballet/Opera House.

Roof concrete is being installed in both buildings.

Stanley Arkin asked how starting the roofing in the highest areas and not starting the roofing on the lower roofs until the stone installation is complete on the upper levels will impact the starting date for finishes on the inside of the Hall.

Ron Murtha responded that all of the roofing areas over the encapsulation of the auditorium are steeply pitched. The 9½ inches thick Concrete makes the roof impervious to water penetration. The highest roofs will not be susceptible to damage resulting from the progress of the stone installation however they still have to complete the masonry parapet work which is tied to the sheer walls sequence. Those will form a "bathtub" around the roofs to have a termination point at the edge of the roofs.

The schedule is based upon the concrete slabs and temporary roofing activities indicated where there is a concern about water infiltration specifically in the roof 2 area, which consists of the roof areas below the main roofs. There will be a permanent roof on the highest roof, temporary roof on the next roof, and that should encapsulate the auditorium until it is complete.

Stanley Arkin expressed concern about water seepage.

Change Order Requests (COR)

Stanley Arkin reported that PACB has submitted approximately $49 million in COR's (Change Order Requests). Approximately $4.3 million has been resolved through mediation with Miami-Dade County agreeing to pay $2.9 million.

Mr. Arkin explained that PACMO and PACB attempt to settle all COR's in-house. Only when they are unsuccessful do they go to mediation, and if still unsuccessful, to the Dispute Resolution Board (DRB). All COR's are evaluated by CP&A first and URS is responsible for completing the cost analysis.

Mercedes Sosa described the mediation process and how the $2.9 million was agreed upon. The $2.9 million represents approximately 67% of PACB's original request of $4.33 million. Gail Thompson stated that there are over 800 COR's and PACMO is starting to review them in bundles rather than one-by-one. All parties agreed to this process in September.

Gail Thompson stated that mediation is binding once approved by the County Commission. This is the final resolution of these issues. This change order will be paid for out of the contingency. Ms. Thompson added that there is approximately $10 million of the $18 contingency remaining. The largest COR is in the amount of $35 million and is associated with the time delay. Bill Johnson stated that CP&A, URS and the County Attorney will closely evaluate the time delay related COR's next week. Tim Ackert reminded the group that the Temporary Funding Account (TFA) has been implemented that allows subcontractors to be paid in a timely manner.

A motion to approve the change order number 69 was made by Jim Herron and seconded by Roger Carlton. The motion passed unanimously.

Quality Control Report

Ron Austin reported that forty-four reverberation chamber doors will be recast. A procedure for the repaired doors has also been approved and a notice to proceed has been issued. Gail Thompson requested that at least one door be installed before the process goes any further. Ron Austin will notify him of the installation date.

Gail Thompson distributed a copy of the last month's Quality Control Report. Bob Laramie will attend next month's meeting and will introduce key members of the quality team. Stanley Arkin inquired about other quality control items. Bill Johnson stated that at the next meeting a complete list of quality control items will be provided.

Tim Ackert discussed the millwork and volunteered to convene a group from PACMO, CP&A and PACB to monitor millwork fabrication and installation. The group will be responsible for determining expectations, starting with the submittals and the samples. These efforts will hopefully identify any quality issues early in the process. Stanley Arkin and Parker Thomson expressed concern about the millwork subcontractor's competency and ability to perform the work in a cost effective and timely manner.

Gail Thompson stated that after extensive discussions, PACB and URS both have reassured PACMO that with proper supervision and monitoring the

subcontractor will be able to perform to satisfaction. Recently the subcontractor has expanded and upgraded its facilities. Bill Johnson suggested that members of the committee visit other projects completed by the subcontractor.

Currently, millwork is not part of the critical path. Bill Johnson stated that at the next meeting the critical path will be presented to the committee.

Design Issues

Roberto Espejo reported that steel work on both buildings is nearing completion. Stone has been installed on the intermediate level of the Ballet Opera House. The contractor will allow scaffolding to remain so that CP&A can do an intensive three-day review to complete the punch list work.

Art in Public Places (APP) - Several subcontractors have met to discuss the sequence of work. CP&A and Architectural Glass Art have met and discussed mock-ups for the Jose Bedia handrails. The fabricator of the glass will be intricately involved with the installation. Subcontractors for Anna Murch's project have met and are developing a 3-D model of the fountains and benches.

Robert Zakanitch will present the mock-up of the Ballet/Opera House curtain on March 1, 2004. Bill Johnson has requested Ivan Rodriguez to provide an update of APP projects at the March Trust Meeting. Mr. Rodriguez's presentation will also include a review of the Center's APP budget. The APP budget for this project is 1.5% of the original construction contract amount.

Ms. Thompson stated that PACMO will identify a space on-site where all APP mock-ups can be displayed.

Mediation

Gail Thompson reported that earlier this month mediation was held to discuss steel detailing change orders, which total approximately $6.8 million. PACMO and URS believe that there is no responsibility on the part of the County. PACB will provide more detailed justification so that the matter can be re-evaluated. If resolution cannot be reached, the issue will go back to mediation in late February. If it is not resolved through mediation, the issue will be presented to the DRB (Dispute Resolution Board) in March.

Gail Thompson reported that the DRB met earlier this month for a briefing meeting and a site tour. The purpose of the meeting was to provide a construction update. The DRB had not met since August 2003. The DRB has agreed to meet every –other –month for general updates whether or not there are issues for resolution on the agenda.

Gail Thompson further stated that pre-construction issues have been the centerpiece of the disagreement between the County and PACB for some time, but discussions are ongoing. The issue of PACB's performance of pre-

construction services may go before the DRB in the future. According to Bill Johnson, the pre-construction issues are the paramount issues.

Schedule Status

Work on the revised "work-to-complete" schedule is ongoing. The schedule should be complete next week.

Other Business

Michael Hardy requested that at a future Construction Committee Meeting bathroom fixtures be brought in for the Committee's review.

Meeting adjourned.

AGENDA

PACT BOARD MEETING
Tuesday, March 09, 2004
Temple Israel
137 Northeast 19 Street
8:30 AM

I. Request for Excused Absences

II. Approval of Minutes

III. President's Report, Michael C. Hardy, PACT President and CEO

IV. Branding Update – Gail Eaton, PACT Director of Marketing

V. PACT Committee Reports
   A. Executive Committee
   B. Finance Committee
   C. Nominating Committee
   D. Urban Development Committee
   E. Construction Committee
      1) Inspector General's Report

VI. Reports
   A. Department of Cultural Affairs
   B. PACT Board Members

VII. Other Business

Reports and Informational Items

H Presentation By Greater Miami Convention Visitors Bureau.
(Convention Center)

AGENDA ITEM H
DATE 3-17-04

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