City of Miami Beach - City Commission Meeting
Commission Chambers, 3rd Floor, City Hall
1700 Convention Center Drive
September 8, 2004

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

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 Neighborhood Conservation District Enabling Ordinance
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, By Amending Chapter 118, "Administration And Review Procedures," By Adopting Article XI, "Neighborhood Conservation Districts," Establish Procedures And Criteria For The Creation Of Neighborhood Conservation Districts; Providing For An Intent Statement, Qualification Criteria, And Procedures For Creating And Modifying Such Districts; Providing For Codification; Repealer; Severability; And An Effective Date. **5:30 p.m. Second Reading, Public Hearing** (Page 256)
(Planning Department)
(Continued from July 28, 2004)

R5 - Ordinances (Continued)

R5B West Avenue Overlay - Minimum/Maximum Developable Lot Regulations
An Ordinance Amending The Code Of The City Of Miami Beach, Florida, By Amending Chapter 142, "Zoning Districts And Regulations," Article III, "Overlay Districts," Division 5, "West Avenue Bay Front Overlay," Section 142-842, "Location And Purpose," And Section 142-843, "Compliance With Regulations," To Include Minimum And Maximum Developable Lot Regulations Within The Underlying RM-1 Residential Multi-Family Low Intensity Zoning District Of The Subject Overlay Area Providing For Codification; Repealer; Severability; And An Effective Date. **First Reading** (Page 281)
(Planning Department)

R7 - Resolutions

R7A A Resolution Awarding A Professional Services Agreement With Chen And Associates In The Not To Exceed Amount Of $2,144,773 To Provide Urban Design, Architecture, Landscape Architecture, Engineering, And Construction Administration Services Necessary To Complete The Planning, Design, And Construction Of The City Center Right Of Way Improvement Project. **Joint City Commission and Redevelopment Agency** (Page 301)
(Capital Improvement Projects)

R7B A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 2 To The Agreement Between The City Of Miami Beach And URS Corporation-Southern, Dated June 27, 2001 To Provide Program Management Services For Facilities And Parks Pursuant To Request For Qualifications (RFQ) No. 111-99/00. **Joint City Commission and Redevelopment Agency** (Page 346)
(Capital Improvement Projects)

R7C A Resolution Authorizing The Mayor And City Clerk To Execute Amendment No. 16 In The Amount Of $223,941, To An Existing Agreement Between The City Of Miami Beach And Camp, Dresser & McKee, Inc. (CDM), Dated July 21, 1992, For Professional Engineering Services For The Upgrade Of Sewer & Water Pumping Stations And New Pumping Station On MacArthur Causeway, To Provide Additional Architectural, Engineering And Landscape Architectural Services To Re-Design The South Pointe Wastewater Booster Pump Station Project. **Joint City Commission and Redevelopment Agency** (Page 353)
(Capital Improvement Project)

R7D A Resolution Following A Duly Noticed Public Hearing To Hear Public Comment On Same, Approving And Authorizing The Vacation Of A Portion (The Southern Half) Of The West 59th Street Street-End, West Of North Bay Road, In Favor Of Roger J. Schindler And Leslie Schindler, Owners Of The Adjacent Property Located At 5860 North Bay Road; Retaining Utility Easement Rights Within Said Vacated Portion Of The Street; Waiving, By 5/7ths Vote, The Competitive Bidding And Appraisal Requirements, Pursuant To Article II, Section 82-36 Through 82-40 Of The Miami Beach City Code, Finding Such Waiver To Be In The Best Interest Of The City; And Authorizing The Mayor And City Clerk To Execute Any And All Documents To Effectuate The Vacation, Including A Quitclaim Deed, Subject To Final Review And Approval Of Same By The City Attorney's Office. **10:15 a.m. Public Hearing** (Page 382)
(Public Works)

R7 - Resolutions (Continued)

R7E A Resolution Following A Duly Noticed Public Hearing To Hear Public Comment On Same, Approving And Authorizing The Vacation Of A Portion (The Northern Half) Of The West 59th Street Street-End, West Of North Bay Road, In Favor Of William Thomas Harris III And Richard Koenigsberg, As Trustees (The "Tom Harris Trust"), Owners Of The Adjacent Property Located At 5900 North Bay Road; Retaining Utility Easement Rights Within Said Vacated Portion Of The Street-End; Waiving, By 5/7ths Vote, The Competitive Bidding And Appraisal Requirements, Pursuant To Article II, Section 82-36 Through 82-40 Of The Miami Beach City Code, Finding Such Waiver To Be In The Best Interest Of The City; And Authorizing The Mayor And City Clerk To Execute Any And All Documents To Effectuate The Vacation, Including A Quitclaim Deed, Subject To Final Review And Approval Of Same By The City Attorney's Office. **10:15 a.m. Public Hearing** (Page 389)
(Public Works)

R7F A Resolution Following A Duly Noticed Public Hearing To Hear Public Comment On Same, Approving And Authorizing The Vacation Of A Portion (The Southern Half) Of The West 56th Street Street-End, West Of North Bay Road, In Favor Of Mary Elizabeth Donnelly, Owner Of The Adjacent Property Located At 5480 North Bay Road; Retaining Utility Easement Rights Within Said Vacated Portion Of The Street; Waiving, By 5/7ths Vote, The Competitive Bidding And Appraisal Requirements, Pursuant To Article II, Section 82-36 Through 82-40 Of The Miami Beach City Code, Finding Such Waiver To Be In The Best Interest Of The City; And Authorizing The Mayor And City Clerk To Execute Any And All Documents To Effectuate The Vacation, Including A Quitclaim Deed, Subject To Final Review And Approval Of Same By The City Attorney's Office. **10:20 a.m. Public Hearing** (Page 396)
(Public Works)

R7G A Resolution Approving, In Accordance With The Provisions Set Forth In Section 2.2 Of The Development Agreement Between The New World Symphony And The City Of Miami Beach, Florida, Dated January 15, 2004, Project Concept Plan Alternative Number Four. (Page 403)
(City Manager's Office)

R7H A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Concession Agreement By And Between The City Of Miami Beach And Productions Sud, Inc., For The Management And Operation Of An Antique And Collectibles Market In That Portion Of The Lincoln Road Public Right-Of-Way, Between Washington Avenue And Pennsylvania Avenue, And In That Portion Of The Drexel Avenue Right-Of-Way, Between Lincoln Lane South And Lincoln Lane North; Said Agreement Having An Initial Term Of One (1) Year, Commencing On October 1, 2004, And Expiring On September 30, 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. (Page 454)
(Economic Development)

R9 - New Business and Commission Requests

R9A Board And Committee Appointments. (Page 506)
(City Clerk's Office)

R9A1 Nominate Mr. Marcelo Llorente To The Personnel Board. (Page 510)
(Requested by Commissioner Simon Cruz)
(Deferred from July 28, 2004)

R9A2 Nominate Mr. Alex DeGasperi To The Personnel Board. (Page 512)
(Requested by Commissioner Saul Gross)
(Deferred from July 28, 2004)

R9A3 Re-Appointment Of Nancy Liebman To The Cultural Arts Council. (Page 514)
(Requested by Commissioner Saul Gross)

R9B(1) Dr. Stanley Sutnick Citizen's Forum. (1:30 p.m.) (Page 516)
R9B(2) Dr. Stanley Sutnick Citizen's Forum. (5:30 p.m.)

R9C Discussion Regarding South Pointe Park Request For Qualification (RFQ). (Page 518)
(City Manager's Office)

R9D Referral To The Planning Board A Proposal To Amend An Chapter 142, "Land Development Regulations," Of The City Code; Division 7. "CCC, Civic And Convention Center District," By Creating A New Section 142-368 Entitled "Offsite Parking," Providing That Required Parking Provided For Uses In This District, Located Off-Site Pursuant To Section 130-36, Shall Not Be Included In Permitted Floor Area Wherever Located. (Page 520)
(City Manager's Office)

Reports and Informational Items

A City Attorney's Status Report. (Page 527)
(City Attorney's Office)

B Parking Status Report. (Page 533)
(Parking Department)

C Status Report On The Rehabilitation Of The Existing Building And Construction Of The New Fire Station No. 2. (Page 571)
(Capital Improvement Projects)

D Status Report On The Fire Station No. 4 Project. (Page 573)
(Capital Improvement Projects)

E Informational Report To The Mayor And City Commission, On Federal, State, Miami-Dade County, U.S. Communities, And All Existing City Contracts For Renewal Or Extensions In The Next 180 Days. (Page 575)
(Procurement)

F Update On City Of Miami Beach Hurricane Charley Relief Efforts In Southwest Florida. (Page 577)
(City Manager's Office)

G Update On City Of Miami Beach Fire Department Accreditation From The Commission On Fire Accreditation International (CFAI). (Page 579)
(City Manager's Office)

H Status Report On The City Manager's August Recess Authority Pursuant To Resolution No. 2004-25653, To Select, Negotiate, Award And Reject All Bids, Contracts, Agreements, Purchase Orders, Change Orders And Grant Applications; Renew Existing Contracts Which May Expire; Terminate Existing Contracts As Needed; From The Last Commission Meeting On July 28, 2004, Until The First Regularly Scheduled Commission Meeting On September 8, 2004, Subject To Ratification By The City Commission At Its First Regularly Scheduled Meeting On September 8, 2004. (Page 611)
(Procurement)

End of Regular Agenda

CITY OF MIAMI BEACH

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

OFFICE OF THE CITY CLERK

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

THE REGULARLY SCHEDULED MEETINGS OF THE CITY COMMISSION ARE ESTABLISHED BY RESOLUTION. SCHEDULED MEETING DATES ARE AVAILABLE ON THE CITY'S WEBSITE, DISPLAYED ON CHANNEL 20, AND ARE AVAILABLE IN THE CITY CLERK'S OFFICE. COMMISSION MEETINGS COMMENCE AT 9:00 AM. GENERALLY THE CITY COMMISSION IS IN RECESS DURING THE MONTH OF AUGUST.

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

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

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

4. Once an Agenda for a Commission Meeting is published, persons wishing to speak on items listed on the Agenda may call or come to City Hall, Office of the City Clerk, 1700 Convention Center Drive, telephone 673-7411, before 5:00 p.m. on the Tuesday prior to the Commission meeting and give their name, the Agenda item to be discussed, and if known, the Agenda item number.

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

6. If a person wishes to address the Commission on an emergency matter, which is not listed on the agenda, there will be a period of <u>fifteen minutes total</u> allocated at the commencement of the Commission Meeting at 9:00 a.m. when the Mayor calls for additions to, deletions from, or corrections to the Agenda. The decision as to whether or not the matter will be heard, and when it will be heard, is at the discretion of the Mayor and the City Commission. On the presentation of an emergency matter, the speaker's remarks must be concise and related to a specific item. Each speaker will be limited to three minutes.

CITY OF MIAMI BEACH

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)

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

An Ordinance of The Mayor and City Commission of the City of Miami Beach, Florida, to consider amending the Land Development Regulations of the Code to establish procedures and criteria for the creation of Neighborhood Conservation Districts in appropriate residential areas of the City.

Issue:

Should the City Commission amend the Land Development Regulations to establish procedures and criteria for the creation of Neighborhood Conservation Districts?

Item Summary/Recommendation:

The ordinance establishes the enabling legislation within the Code by which the City can create and administer Neighborhood Conservation Districts (NCD)s. Neighborhood Conservation Districts are overlay districts which have been developed to respond to the disparity that often exists in trying to conserve the meaningful scale and special urban character of existing residential neighborhoods that are not protected by historic district designation, yet are being diminished in their residential quality of life through the introduction of unsympathetic 'as-of-right' redevelopment.

The Administration recommends that the City Commission approve the ordinance on second reading public hearing at a time certain on September 8, 2004.

Advisory Board Recommendation:

The City Commission referred the concept to the Neighborhoods Committee on July 2, 2003 and the draft concept ordinance was discussed by the committee on July, 28, 2003.

The Planning Board heard this matter at public hearings on March 23, 2004, and on April 20, 2004 the Board voted 6-0 (unanimously) to recommend to the City Commission adoption of the enabling ordinance.

The City Commission heard this item on first reading, May 26, 2004 and voted 5-1 (1-absent) to recommend the ordinance for second reading public hearing on July 28, 2004 with prior referral and review by the Land Use and Development Committee on June 7, 2004.

The Land Use and Development Committee reviewed this matter on June 7, 2004 and further revised and clarified the ordinance through public and committee comment.

At the July 28, 2004 meeting, the City Commission opened and continued the item to the September 8, 2004 meeting.

Financial Information:

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

City Clerk's Office Legislative Tracking:

Reuben N. Caldwell/ Jorge G. Gomez, Planning Department

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	CMC	

AGENDA ITEM R5A

DATE 9-8-04

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: September 8, 2004

From: Jorge M. Gonzalez
City Manager

Second Reading Public Hearing

Subject: **NEIGHBORHOOD CONSERVATION DISTRICT ENABLING ORDINANCE**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," BY ADOPTING ARTICLE XI, "NEIGHBORHOOD CONSERVATION DISTRICTS," ESTABLISHING PROCEDURES AND CRITERIA FOR THE CREATION OF NEIGHBORHOOD CONSERVATION DISTRICTS; PROVIDING FOR AN INTENT STATEMENT, QUALIFICATION CRITERIA, AND PROCEDURES FOR CREATING AND MODIFYING SUCH DISTRICTS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The City Administration recommends that the City Commission approve the enabling ordinance on second reading public hearing.

BACKGROUND:

The City Administration, over the last two years, has been formulating the Neighborhood Conservation District Ordinance as an adaptive response toward maintaining and preserving the scale, character and quality of life of certain neighborhoods that are of considerable interest and value to the City's residential experience. The Neighborhood Conservation District concept was first initiated by the Planning Board in affirming the strategies of the West Avenue / Bay Front District Strategic Plan at its January 22, 2002 meeting. The particular strategy called for an overlay district which could address the broad range of zoning and neighborhood planning issues impacting existing low-scale neighborhoods such as the Lincoln Terrace and 16th Street bay front neighborhood. In formalizing the Neighborhood Conservation District Ordinance, the City Administration has presented the concept to the Historic Preservation Board, Design Review Board and Neighborhoods Committee. Most recently, the Land Use and Development Committee has reviewed the ordinance upon referral at first reading from the City Commission.

ANALYSIS:

In considering an overlay approach for the Lincoln Terrace bay front neighborhood, staff identified the Neighborhood Conservation District model as a desirable new concept being implemented nationally and involving an extremely flexible approach toward protecting those aspects of existing neighborhoods which contribute to the overall scale, character and quality of life of a City. In this regard, the proposed ordinance was selected to enable significant refinement of existing land use regulations, coupled with land use incentives, both focused at the neighborhood level to address the unique development and planning issues facing specific neighborhoods.

In researching the disparate relationship between the *as-built* character of the Lincoln Terrace bay front neighborhood and the current underlying zoning, the City Administration was unable to find a suitable mechanism within the City's Code which could bridge the gap toward achieving consensus between the predominate property owner and surrounding neighborhood interests while effectively maintaining the most desirable fundamental planning principals of this low scale post war modern development. Concurrent to this effort, staff identified similar urban dilemmas beginning to occur in North Beach neighborhoods where a *less than ideal* relationship between *as-built* conditions and significantly more intensive probable future development was becoming apparent.

In trying to achieve a workable medium the Neighborhood Conservation District Ordinance has been drafted with the intent to focus on the most fundamental defining aspects of a neighborhood's positive character. This would be accomplished by further customizing those elements of the zoning code that do not adequately address specific positive neighborhood characteristics already in place. In this regard, NCD designation should be perceived as further *streamlining* land use zoning processes rather than over-regulating because the NCD designation clarifies the specifics of zoning and design criteria at the individual neighborhood level; this would be intended to reduce some of the need for variances to the zoning code while better defining and establishing good neighborhood planning and contextually compatible new construction.

In essence, the ordinance is a response to the disparity that often exists in trying to conserve the meaningful scale and character of existing neighborhoods that are not protected by historic district designation, yet are being diminished in their residential quality of life through the introduction of unsympathetic *as-of-right* redevelopment.

While NCDs synthesize certain elements toward conserving the historic urban nature of a neighborhood, their overriding purpose is to maintain and enhance the existing residential experience through neighborhood specific development regulations coupled with economic incentives which assist in achieving the intent of the designation. Some potential planning tools to be implemented within an NCD include:

- *Neighborhood Specific Zoning Regulations*
  - Maintain a desirable pedestrian rhythm and scale of the street by preserving the existing character of platting and parcelization through limiting lot assembly and/or limiting building length parallel to the street.

- Define established building setback dimensions which are compatible with existing structures.

- Define rooftop addition setback dimensions which maintain the integrity of the street wall experience as established through the existing building fabric.

- Establish building finishes and fenestration standards for infill architecture and major rehabilitations that do not diminish nor contradict the overall design typology of the neighborhood.

■ *Neighborhood Plans*
- A tool of the NCD designation which allows specific streetscape or beautification initiatives to be identified in the individual NCD designation and then implemented through subsequent public and private improvement scenarios.

■ *Façade Easements*
- This tool is especially useful in neighborhoods where National Register Designation is contemplated or has occurred and selective preservation of certain building and site elements visible from the street may be afforded through a Façade Easement Program.

In conclusion, the Neighborhood Conservation District enabling ordinance further defines the scope of residential neighborhood planning efforts by incorporating tools relating to streetscape, economic incentive and administrative review procedures under one umbrella ordinance thus further *streamlining* the process. The City Administration has prepared this protective land use legislation as a mechanism to effectively unify and augment various elements of the neighborhood planning process previously attempted solely through Article III of Chapter 142 entitled, "Overlay Districts". In particular, the ordinance formalizes specific procedures relative to public hearings and community input and the Administration ultimately views this legislation as an appropriate step in the evolution of the City's land development overlay technique whereby an amicable consensus regarding broad interests may be reached in conserving the fundamental positive characteristics of existing neighborhoods. In fact, the City Administration's only concern with the substantial public process as it has been defined in the current ordinance is that formal zoning controls toward conserving fundamental aspects of a particular NCD would not be in place until there has been Planning Board approval; several hearings into the adoption process. Referring to the attached flow chart describing the procedures outlined in Section 118-705 of the proposed ordinance, the process has been defined to incorporate (4) four or more public hearings in addition to required consensus building workshops, the third meeting being the Planning Board hearing at which time regulatory adherence to an NCD plan is activated. The City Administration believes the City Commission may wish to consider additional language within the enabling ordinance to allow the City Commission to instate interim controls relative to pertinent aspects of a potential Neighborhood Conservation District at the time of the preliminary review public hearing in order to allow for a thoughtful development of the plan without the loss of certain fundamental elements key to the success of the NCD plan during the substantial public hearing and adoption process.

PLANNING BOARD ACTION

The Planning Board heard this matter at public hearings on March 23, 2004, and on April 20, 2004 the Board voted 6-0 unanimously (1 vacancy) to recommend that the City Commission adopt the Neighborhood Conservation District enabling ordinance.

CITY COMMISSION ACTION

The City Commission heard this item on first reading, May 26, 2004 and voted 5-1 (1 absent) to recommend the ordinance for second reading public hearing on July 28, 2004 with prior referral to the Land Use and Development Committee on June 7, 2004 to discuss whether the ordinance as presented on first reading provided for adequate public involvement. The City Commission opened and continued the matter at the July 28, 2004 meeting to the September 8, 2004 meeting.

LAND USE AND DEVELOPMENT COMMITTEE DISCUSSION

The Land Use and Development Committee discussed this matter on June 7, 2004 and through public and committee review of a flow chart delineating the initiation and approval process of Neighborhood Conservation Districts (see attached), the committee generally agreed that with minor refinement and clarification, the process as defined in the enabling ordinance at first reading does involve the substantial public notice and hearings required to achieve adequate neighborhood representation.

FISCAL IMPACT

The ordinance creates the enabling legislation by which the City may adopt and administer individual Neighborhood Conservation Districts and has been developed to function within the existing land development review procedures; refining and "streamlining" when appropriate, certain procedures. Therefore, adverse fiscal impact is not contemplated with the adoption of this ordinance.

CONCLUSION

According to Sec. 118-164, when a request to amend the land development regulations does not change the actual list of permitted, conditional or prohibited uses in a zoning category, the proposed ordinance requires two readings, 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. Following the second reading public hearing, the Commission can adopt the ordinance by a 5/7ths vote.

JMG/CMC/JGG/rnc

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," BY ADOPTING ARTICLE XI, "NEIGHBORHOOD CONSERVATION DISTRICTS," ESTABLISHING PROCEDURES AND CRITERIA FOR THE CREATION OF NEIGHBORHOOD CONSERVATION DISTRICTS; PROVIDING FOR AN INTENT STATEMENT, QUALIFICATION CRITERIA, AND PROCEDURES FOR CREATING AND MODIFYING SUCH DISTRICTS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach is distinguished by its rich collective experience of residential neighborhoods; and

WHEREAS, the scale, character and quality of life in the neighborhoods of Miami Beach must be continually nurtured and safeguarded for future generations; and

WHEREAS, the City Commission has deemed it appropriate for the public health, safety and welfare of the City through the Future Land Use Section of the Comprehensive Plan to maintain and enhance the special character of residential neighborhoods of the City; and

WHEREAS, the City of Miami Beach Planning Department has identified the "Neighborhood Conservation District" designation as an appropriate land development overlay tool in further achieving this objective; and

WHEREAS, the "Neighborhood Conservation District" enabling ordinance, will be recognized in the City Code through the Land Development Regulations and incentive programs; and

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

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

SECTION 1. Chapter 118 of the Land Development Regulations of the Code of the City of Miami Beach, Florida, is hereby amended by creating within "Administration and Review Procedures," a new Article XI, entitled "Neighborhood Conservation Districts", as follows:

ARTICLE XI. NEIGHBORHOOD CONSERVATION DISTRICTS (NCD)

Sec. 118-701. Intent.

A Neighborhood Conservation District (NCD) is a protective land use tool that provides criteria and a mechanism to be implemented when desired for the maintenance of neighborhood characteristics. It is an umbrella land use designation overlay that will allow for the tailoring of a master plan and/or design guidelines for any specifically defined area that meets the criteria listed in Section 118-704. *Qualification.*

The master plan and/or design guidelines can, among other things, include additional overlay zoning, site, architectural and landscape guidelines, conservation and preservation strategies, streamlining of development review processes, community development strategies, and incentive programs.

It is further intended that such districts and the regulations adopted for them shall be consistent with, and promote the policies set out in, the Miami Beach Comprehensive Plan and other officially adopted plans and regulations in accordance therewith.

Sec. 118-702. Objective.

The purpose of creating a Neighborhood Conservation District (NCD) is to:

(a) Provide a land-use or zoning tool to conserve established neighborhood scale and character and to promote compatible development through the sensible regulation of new construction and major alterations/additions to existing buildings. A NCD can also serve to implement a neighborhood plan and serve as a catalyst for the rehabilitation of existing buildings.

(b) Protect neighborhoods or districts that have significant architectural and historic merit and a distinct character but do not qualify for, or have not yet received, historic designation.

(c) Protect structures that contribute to the urban architectural heritage of the city but may not have received historic designation. Valuable buildings in the district that meet certain criteria may be subject to further review prior to receiving a demolition permit.

Sec. 118-703. Effect of district establishment.

NCD districts may either:

(a) ~~Supplant and/ or s~~ Supplement underlying and overlay zoning districts ~~other than historic districts~~ or portions of such zoning districts otherwise applicable to the land included in ~~existing at the time of the creation of~~ a particular NCD district; or

(b) Have the effect of modifying requirements, regulations, and procedures applying to the extent indicated in the particular NCD amendment.

Sec. 118-704. Qualification.

In order for a NCD to be officially designated, the area must ~~would have to~~ satisfy one (1) ~~out~~ of the following five (5) criteria~~. A NCD must have:~~

(a) A special urban scale and context, or historic or architectural character present in the defined area;

(b) Natural or historic landscape features such as water features, golf course and/ or open space areas, public or private landscape themes prevalent in the area;

(c) Specialized commerce. For example, a concentration of residential office, gallery or design districts, or specific economic development objectives;

(d) A unique development plan that ~~which~~ is specifically noteworthy for its design concept and because it serves the community in some qualitative way; or

(e) Other cultural or significant features such as monuments, notable infrastructure improvements, or special public amenities that directly contribute to the aesthetic character and quality of life of a community.

When an area is determined to meet the necessary criteria for a NCD, the objectives for the community need to be defined so a master plan and/or design guidelines can be developed.

Sec. 118-705. Procedures for adoption of specific NCD Overlay Districts

(a) Requests for NCD Overlay Districts

(1) Requests for the creation of NCD districts may be initiated by a majority of the neighborhood residents and/or property owners, the Planning Board, the Design Review Board, the Historic Preservation Board, the City Manager or the City Commission.

(2) Proposals for NCD Overlay Districts shall include a completed application form available from the Planning Department. Such proposals shall include a location map showing the general boundaries of the proposed district as well

as a general statement of its purpose and intent.

(3) Fees for requests shall be as follows:

(a) A request initiated by any entity other than the city commission, a city board or other city official as set out in subsection 118-705(a)(1) for district designation shall include an application fee as provided in Appendix (A).

(b) Preliminary Review

(1) Upon receipt of a completed application, and fees if applicable, the Planning Department shall prepare a preliminary evaluation and recommendation and schedule a referral request before the City Commission, unless such request is initiated by the City Commission. The City Commission may hold a preliminary public hearing to consider the merits of the proposed NCD.

(2) If a preliminary public hearing is scheduled, notification of the public hearing shall be advertised in accordance with Section 118-164(2) ~~(a)~~ (b) regardless of acreage and, in addition, all property owners within the proposed district as well as within a 375 ft. radius of the proposed district shall be notified by individual mail notice with a description prepared in plain English, and postmarked not less than (15) days in advance of the hearing.

(3) If the City Commission chooses to continue the NCD process, it shall direct ~~Following the referral by the City Commission~~ the Planning Department to ~~shall~~ prepare a draft Neighborhood Conservation District Plan and Development Regulations in collaboration with the property owners from the neighborhood.

(c) Preparation of NCD Plan and Development Regulations

The Planning Department draft NCD Plan and Development Regulations shall include the following information:

(1) A statement of intent, specifying the nature of the special district and substantial public interests involved and the objectives to be promoted by special regulations and/or procedures within the district as a whole, or within sub-areas of the district, if division into such sub-areas is reasonably necessary for achievement of regulatory purposes.

(2) The boundaries of the NCD district and any sub-areas established within the district for purposes of NCD regulations.

(3) The proposed zoning indicated by the NCD prefix and a number identifying the particular district, as for example NCD-1, together with whatever other

identification appears appropriate.

(4) The zoning designations of all portions of underlying districts and regulations, if any, which will remain after NCD zoning is superimposed. Where it is proposed to change the boundaries or zoning designation of remaining underlying districts affected in the same action by which NCD zoning is applied, the map shall show the nature and location of such change.

(5) The regulations for the NCD Overlay, shall be designed to promote the special purposes of the district and shall be appropriate to the neighborhood as set out in the statement of intent. Such regulations may include, but are not limited to, zoning, design guidelines and procedures for development review and approval.

(d) Discussion and Recommendations by the Design Review Board

(1) Prior to the City Commission's final adoption of an NCD, the Design Review Board shall discuss and make advisory recommendations on the proposed district to the City Commission.

(2) Notification of this public meeting shall be advertised in a newspaper of general circulation at least 15 days prior to the meeting.

(e) Final adoption of NCD Overlay Districts

Adoption of NCD Overlay districts and accompanying regulations shall be by the same procedures as for amendments to the Code generally, as set forth in Article III of Chapter 118 of these Land Development Regulations except that regardless of acreage, all property owners within the proposed district as well as within a 375 ft. radius of the proposed district shall be notified by individual mail notice with a description prepared in plain English, and postmarked not less than (30) days in advance of the first public hearing. Each individual NCD overlay district shall be codified in ~~adopted into~~ Chapter 142, Article III, Overlay Districts, of the Land Development Regulations of the Code.

Sec. 118-706. Administering NCD Overlay Districts

New construction, additions and alterations to existing structures within any NCD district will require that a Certificate Of Compliance (COC) be granted in writing in advance from the Design Review Board (DRB), or staff to the Board, in accordance with COC regulations and guidelines as specified through individual NCD designation. A DRB approved COC may be required for major demolition as defined by the pertinent NCD designation. The COC must be granted before the owner applies for a building permit.

Sec.118-707. Repeal of or modification to an NCD Overlay District

Repeal of or modification to a NCD Overlay District shall be by ordinance and pursuant to City Code Chapter 118, Article III, Amendment Procedures.

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 _____, 2004.

ATTEST:

_____
MAYOR

_____
CITY CLERK

_____
PLANNING DIRECTOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____ _____
CITY ATTORNEY DATE

F:\PLAN\$ALL\Neighborhood Conservation Districts\City Commission\NCDEnablingOrdinanceCC2nd.07.28.04.doc

(Shaded and strikethrough language reflect changes between first and second reading.)

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, FLORIDA, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," BY ADOPTING ARTICLE XI, "NEIGHBORHOOD CONSERVATION DISTRICTS," ESTABLISHING PROCEDURES AND CRITERIA FOR THE CREATION OF NEIGHBORHOOD CONSERVATION DISTRICTS; PROVIDING FOR AN INTENT STATEMENT, QUALIFICATION CRITERIA, AND PROCEDURES FOR CREATING AND MODIFYING SUCH DISTRICTS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach is distinguished by its rich collective experience of residential neighborhoods; and

WHEREAS, the scale, character and quality of life in the neighborhoods of Miami Beach must be continually nurtured and safeguarded for future generations; and

WHEREAS, the City Commission has deemed it appropriate for the public health, safety and welfare of the City through the Future Land Use Section of the Comprehensive Plan to maintain and enhance the special character of residential neighborhoods of the City; and

WHEREAS, the City of Miami Beach Planning Department has identified the "Neighborhood Conservation District" designation as an appropriate land development overlay tool in further achieving this objective; and

WHEREAS, the "Neighborhood Conservation District" enabling ordinance, will be recognized in the City Code through the Land Development Regulations and incentive programs; and

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

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

SECTION 1. Chapter 118 of the Land Development Regulations of the Code of the City of Miami Beach, Florida, is hereby amended by creating within "Administration and Review Procedures," a new Article XI, entitled "Neighborhood Conservation Districts", as follows:

ARTICLE XI. NEIGHBORHOOD CONSERVATION DISTRICTS (NCD)

Sec. 118-701. Intent.

A Neighborhood Conservation District (NCD) is a protective land use tool that provides criteria and a mechanism to be implemented when desired for the maintenance of neighborhood characteristics. It is an umbrella land use designation overlay that will allow for the tailoring of a master plan and/or design guidelines for any specifically defined area that meets the criteria listed in Section 118-704. *Qualification.*

The master plan and/or design guidelines can, among other things, include additional overlay zoning, site, architectural and landscape guidelines, conservation and preservation strategies, streamlining of development review processes, community development strategies, and incentive programs.

It is further intended that such districts and the regulations adopted for them shall be consistent with, and promote the policies set out in, the Miami Beach Comprehensive Plan and other officially adopted plans and regulations in accordance therewith.

Sec. 118-702. Objective.

The purpose of creating a Neighborhood Conservation District (NCD) is to:

(a) Provide a land-use or zoning tool to conserve established neighborhood scale and character and to promote compatible development through the sensible regulation of new construction and major alterations/additions to existing buildings. A NCD can also serve to implement a neighborhood plan and serve as a catalyst for the rehabilitation of existing buildings.

(b) Protect neighborhoods or districts that have significant architectural and historic merit and a distinct character but do not qualify for, or have not yet received, historic designation.

(c) Protect structures that contribute to the urban architectural heritage of the city but may not have received historic designation. Valuable buildings in the district that meet certain criteria may be subject to further review prior to receiving a demolition permit.

Sec. 118-703. Effect of district establishment.

NCD districts may either:

(a) Supplement underlying and overlay zoning districts or portions of such zoning districts otherwise applicable to the land included in a particular NCD district; or

(b) Have the effect of modifying requirements, regulations, and procedures applying to the extent indicated in the particular NCD amendment.

Sec. 118-704. Qualification.

In order for a NCD to be officially designated, the area must satisfy one (1) of the following five (5) criteria:

(a) A special urban scale and context, or historic or architectural character present in the defined area;

(b) Natural or historic landscape features such as water features, golf course and/ or open space areas, public or private landscape themes prevalent in the area;

(c) Specialized commerce. For example, a concentration of residential office, gallery or design districts, or specific economic development objectives;

(d) A unique development plan that is specifically noteworthy for its design concept and because it serves the community in some qualitative way; or

(e) Other cultural or significant features such as monuments, notable infrastructure improvements, or special public amenities that directly contribute to the aesthetic character and quality of life of a community.

When an area is determined to meet the necessary criteria for a NCD, the objectives for the community need to be defined so a master plan and/or design guidelines can be developed.

Sec. 118-705. Procedures for adoption of specific NCD Overlay Districts

(a) Requests for NCD Overlay Districts

(1) Requests for the creation of NCD districts may be initiated by a majority of the neighborhood residents and/or property owners, the Planning Board, the Design Review Board, the Historic Preservation Board, the City Manager or the City Commission.

(2) Proposals for NCD Overlay Districts shall include a completed application form available from the Planning Department. Such proposals shall include a location map showing the general boundaries of the proposed district as well as a general statement of its purpose and intent.

(3) Fees for requests shall be as follows:

(a) A request initiated by any entity other than the city commission, a city board or other city official as set out in subsection 118-705(a)(1) for district designation shall include an application fee as provided in Appendix (A).

(b) Preliminary Review

(1) Upon receipt of a completed application, and fees if applicable, the Planning Department shall prepare a preliminary evaluation and recommendation and schedule a referral request before the City Commission, unless such request is initiated by the City Commission. The City Commission may hold a preliminary public hearing to consider the merits of the proposed NCD.

(2) If a preliminary public hearing is scheduled, notification of the public hearing shall be advertised in accordance with Section 118-164(2)(b) regardless of acreage and, in addition, all property owners within the proposed district as well as within a 375 ft. radius of the proposed district shall be notified by individual mail notice with a description prepared in plain English, and postmarked not less than (15) days in advance of the hearing.

(3) If the City Commission chooses to continue the NCD process, it shall direct the Planning Department to prepare a draft Neighborhood Conservation District Plan and Development Regulations in collaboration with the property owners from the neighborhood.

(c) Preparation of NCD Plan and Development Regulations

The Planning Department draft NCD Plan and Development Regulations shall include the following information:

(1) A statement of intent, specifying the nature of the special district and substantial public interests involved and the objectives to be promoted by special regulations and/or procedures within the district as a whole, or within sub-areas of the district, if division into such sub-areas is reasonably necessary for achievement of regulatory purposes.

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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 _____, 2004.

ATTEST:

_____
MAYOR

_____
CITY CLERK

_____
PLANNING DIRECTOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

CITY ATTORNEY 7/20/04
DATE

COMPARISON OF LOCAL NEIGHBORHOOD CONSERVATION DISTRICTS AND HISTORIC DISTRICTS

	CONSERVATION DISTRICT	HISTORIC DISTRICT
Purpose	To maintain the architectural character of buildings and conserve the cohesiveness of the neighborhoods by ensuring compatibility of additions and new construction to include scale, massing, shape, orientation, materials, setbacks, and the rhythm of the street.	To preserve neighborhood character and promote appropriate development; to protect areas that have significant historic and architectural merit and a distinct character; to protect structures that contribute to the architectural and cultural heritage of the city; and to ensure that new construction, additions or alterations are appropriate with the scale, character and architecture of the as-built environment.
Benefits	Property value enhancement; neighborhood revitalization; pride of ownership; preservation of unique neighborhood character; compatible new and infill construction; opportunities for local incentives; specialized neighborhood plans	Property value enhancement; neighborhood revitalization; pride of ownership; preservation of unique neighborhood character; avoidance of demolition of significant historic architecture; compatible new and infill construction; opportunities for federal, state and local incentives
Design Review Authority	May require CMB Design Review Board for major projects or staff for minor projects	CMB Historic Preservation Board for major projects or staff for minor projects
Regulated activity	Alteration of exterior and new construction	Demolition, rehabilitation, restoration, alteration of exterior and public interior, and new construction
Demolition of historically significant buildings and/or features	Demolition controls, if any, will be tailored to each individual district depending on intent	Generally prohibited, selective demolition may be considered through special review
Design guidelines	CMB guidelines (special local guidelines may be adopted for each district)	CMB guidelines (special local guidelines may be adopted for each district) and Secretary of the Interior's Standards for Rehabilitation as applicable
Stringency of design guidelines	More lenient	Thorough and comprehensive
Time required for design review	1 - 3 days for minor work; average 2 to 6 months for major work depending on complexity	1 - 3 days for minor work; average 2 to 6 months for major work depending on complexity
20 % federal rehabilitation income tax credit	No	No, however, a local district may be federally registered and certified to qualify
10% federal rehabilitation income tax credit	Yes, if criteria is met	Yes, if criteria is met
Federal income tax charitable deduction for façade easement donation	Yes	Yes
Grants	No	Yes, if criteria is met; rating in review process increases if property eligible for listing in National Register
Ad valorem county property tax exemption	No	Yes, value of improvements exempt if criteria is met
Off-street parking exemptions	Possibly, depending on intent	Parking requirements not mandatory except when adding floor area or new construction
Zoning incentives	Yes, depending on intent	Possible retention of legal non-conforming floor area, setbacks and height
Florida Building Code interpretations	No	Consideration of alternative materials and methods by the Building Official as per the Secretary of Interior's Guidelines to achieve equivalency with requirements
Life Safety Code interpretations	No	Same as Building Code

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Neighborhood Conservation Districts Survey

The survey was conducted to better understand the goals, regulations, public/private involvement and performance of selected Conservation District Programs throughout the nation. This understanding will help guide and evaluate the creation of Philadelphia's Residential Preservation and Revitalization District (RPROD) ordinance.

Seventeen national neighborhood conservation district programs were reviewed and their staff members queried to verify matrix information and to gain general feedback about the districts' performance. These programs were the subject of an earlier update, prepared by the Planning Department of San Jose, of the original matrix produced by the Preservation Coalition of Greater Philadelphia in 1992. The updated matrix is attached. Programs were located as follows:

Atlanta, GA
Austin, TX
Boise, ID
Boston, MA
Cambridge, MA
Dallas, TX
Lincoln, NB
Memphis, TN
Napa, CA
Nashville, TN
Omaha, NB
Phoenix, AZ
Portland, OR
Raleigh, NC
Riverside, CA
Roanoke, VA
San Antonio, TX

In addition to surveying these programs, two recent professional issues papers about Conservation Districts were reviewed. The first is an as-yet unpublished article in the *Preservation Law Reporter* of the National Trust for Historic Preservation, and the second was published in 1998 in *Cultural Resources Partnership Notes* by the Heritage Preservation Services division of the National Center for Cultural Resources Stewardship and Partnerships within the National Park Service.

Very generally, Conservation District programs can be divided into two categories: "historic district-lite" and zoning/land use. Based on these types, the nomination of districts and the enforcement of guidelines are typically handled by a Historical Commission (or a neighborhood-specific review commission that includes knowledgeable City staff) or a Zoning Department, respectively. These two types of programs have in common the goal of encouraging neighborhood involvement and enforcing appropriate growth. They also have in common the involvement of the ultimate reviewing body from the outset of the district's creation. Furthermore, after a public review process, City Councils almost always retain the final word in either an ordinance to create a district or an ordinance to allow an overlay zone.

The "historic district-lite" conservation districts often have nomination criteria and design guidelines that borrow from the National Register nomination process and the Secretary of the Interior's Standards and Guidelines. Although nominations might be initiated by neighborhood organizations facing development/blight/usage-change threats, criteria for a district's actual creation usually stems from the quality and cohesiveness of a district. Design standards information is imparted by knowledgeable City staff members either through the creation and distribution of guidelines for creating Guidelines or through their involvement in the process, however it is usually the neighborhood organization that writes the standards.

These historic district-lite districts are then reviewed against standards that are similar to but more lenient than historic district-type standards, or are divided into contributing and non-contributing buildings. In this second (and much less common) type of district, contributing buildings are reviewed at the same level as historically designated buildings, and non-contributing buildings are reviewed on a more lenient standard. The key difference in this type of "lite" district is that it would not have met the full criteria to be created as, but had elements of, an historic district. Standards and guidelines are usually developed neighborhood by neighborhood.

Departments of Planning are typically involved in these districts only when their Landmarks or Historical Commissions are located within.

The conservation districts that regulate change through zoning are typically concerned with preventing wholesale demolition of properties, preserving the use character (residential, small commercial, etc.) of a neighborhood, and maintaining a certain scale of allowable construction. These are sometimes, but not frequently, enhanced by other overlay districts that regulate design. Some are regulated by the zoning overlay, and require a non-binding design review. These zoning overlay districts may be formed at the initiation of a neighborhood, and are frequently created as an implementation tool for Comprehensive Neighborhood Plans written by Planning Departments.

Questions about RPROD

Neighborhood Conservation District Matrix

Updated 8/02

City	Date Enacted	Who administers	Activities regulated	Criteria	Nominated by	Majority approval	Design standards/ guidelines	Program Name	Contact Name/ Phone/Website	Notes and comments	Original location
Atlanta, GA	1994	Atlanta Urban Design Commission	Review and comment (comment not binding) on major alterations (pre-permit requirement)	Section 16-20.009	10 neighborhood property owners	No	Based on Secretary of the Interior's Standards	Conservation District	Karen Huebner, ED; Doug Young; Susan Gwinner 404-330-6200	Working well. A wealthy nbhd. Only demos have been non-contrib structures, but over-large replacements. Staff overloaded and not allowing any more dist of any type. Also has historic and landmark districts; one cons district because the nbhd wanted the opportunity to comment but didn't want hd restrictions. Differs from hd's thru comment vs. binding	Pres Coalition study
Austin, TX	1998	Director of Planning, Nbhd planning & zoning	Use, site development standards -- review and comment (not binding)	Distinctive architectural styles, >30 years old.	Neighborhood Planning & Zoning Department, with assistance by HP staffer (in different department- Transportation Planning and Sustainability Department)	No	Design guidelines part of the neighborhood plan - advisory. Guidelines are for residential, regarding existing character and architectural features.	Neighborhood Plan Combining District	Ricardo Solis 512-974-3524	Planning creates nbhd land use plan and NPCD is implementation tool. Priority area w/in urban core is divided into 54 planning areas. Depending on that fiscal year's priority, will work on 4-6 neighborhood plans. Just now going through process of establishing historic districts (had indiv desig)	San Jose Planning study
Boise, ID	2001	Depends on ordinance adopted for each separate neighborhood	New construction, major alterations, additions.	Identifiable attribute in architcture, use, geography	City council, One resident, planning commission or staff may start process - after that, a regular zoning change (public hearing at Planning Commission & at city council)	Not of nbhd, but of Council	No	Neighborhood Conservation District	Hal Simmons 208-384-3853	Have one district, created to disallow surface parking and support residential because of threat. Not enough support to do historic district. Demo allowed, but must replace homes with homes. Base zoning has design review; there is a separate design review overlay reviewed by a special Design Review Commission, staffed within Planning Department (started before conservation districts)	San Jose Planning study
Boston, MA	1975	Landmarks Commission	Major alterations - design review. Activities regulated in CDs are identical to those in HDs, but are given greater latitude	Distinctive citiwide historical, social, cultural, arch or aesth signif	10 registered Boston voters; Mayor, Historical Commission	No	Yes-for each conservation district	Architectural Conservation District	Michael Cannizzo, Staff Architect 617/635-3850	The Landmarks Commission was formed in 1975 to handle both Historic and Conservation districts.	San Jose Planning study/ Pres Coalition
Cambridge, MA	1983	Neigbhorhood Cons. District Commissions; nominations to serve on task force w/ certain prof quals, appointed by City Manager. Several dist recommend that 1 member be fom HC for experience.	New construction, demo, additions, alterations - different for each (1st didn't review alterations originally but later amended to do so.) Some are advisory and some are binding based on size of project, recog signif, extent of demo - specific guidelines about each type.	City-wide significance	10 voters or HC starts + study of merits (significance, set up same as Landmark designation)	City Council approval, no maj appvl necessary	Yes - for each CD with exemptions; study committee created by City Manager to work with HC staff to develop s & g	Neighborhood Conservation Districts	Sally Zimmerman (617) 349-4683 www.ci.cambridge.ma.us/~Historic/districts.html	Spoke to Sarah Burks. Have 1 district admin by HC - last designated public felt more comfortable not residential mostly commercial and had several individually desig, the rest are admin by nbhd (4 others)	Pres Coalition
Dallas, TX	1988 (HP ordinance around since late 60s)	Planning & Development Department (within Preservation Division)	New construction, major alterations, demolitions, land use; like hist. dist. but more lenient	Distinctive character, stability, no age	50% of property owners; City facilitates meetings	Yes	Yes; residents determine with staff assistance	Conservation District	Nathaniel Barnet 214/670-3620 www.dallascityhall.com	Residents write the standards and guidelines and may choose to ignore staff input; however staff admin ordinance w/those guidelines	San Jose Planning study/ Pres Coalition
Lincoln, NB	1989	Building code officials, Zoning Board	New construction	Maintenance, residential, 50%, >50 years	Nbhd	50% protest	Uniform for all	Residential Conservation District	Ed Zimmer, Preservation Planner 402-441-6360	left message	Pres Coalition

Neighborhood Conservation District Matrix

Updated 8/02

City	Date Enacted	Who administers	Activities regulated	Criteria	Nominated by	Majority approval	Design standards/ guidelines	Program Name	Contact Name/ Phone/Website	Notes and comments	Original location
Memphis, TN	1988	Landmarks Commission	New construction, demo, additions. Only difference from historic district is lack of review of alterations	Loosely based on Sec'y of Int w/ same categories, but looser	Recommend a preliminary set of design guidelines that nbhd has created, maybe with Landmarks Commission if they choose; nbhd has a public mtg & notifies with certain information about boundaries; submitted by application to LC and LC notifies; if LC passes, goes to Land Use Board who notifies; then Council who notifies owners. 65-72% support a comfort level of council; can go through with 51%. Had one district that had % of respondants rather than owners and its a problem.	No	Yes - for each CD, developed by a Committee of people including a neighborhood architect or builder; given starter information by LC about S & G.	Historic Conservation District	Nancy Jane Baker 901-576-7170 http://www.co.shelby.tn.us/county_gov/divisions/plann_dev/abouts/index_new.htm#top	Has historic preservation and historic conservation (demo, new construction, habitable additions & garage/fences). Fences have been a headache. A political issue when designated, so no design review for alterations; one had 250 vacant properties created by DOT for a failed highway; answer to developer who wanted to build big apartment houses. 2nd-part being upgraded to preservation zoning, initiated by nbhd.	Pres Coalition
Napa, CA	1999	Cultural Heritage Commission, Planning Commission	New construction, demo, alterations, additions	Familiar visual features, cohesiveness in design	Cultural Heritage Commission	No	Standards in ordinance, specific so as to avoid interpretation problems	Neighborhood Conservation Ordinance	Bob Hanna, HPO 707-257-9530		San Jose Planning study
Nashville, TN	1985	Metropolitan Historic Zoning Commission	Metorpolitan Historic Zoning Commission	New construction, addition of habitable space, demo, relocation	Interested group or person or member of the Metropolitan Council	Very political, must be approved thru council, so typically a 2/3 majority desired	Unique but similar for each district	Neighborhood Conservation Overlay (each is called a neighborhood conservation district)	Tim Walker 615-862-7970		San Jose Planning study/Pres Coalition
Omaha, NB	1987	Zoning Board (within Planning Department)	Land use	Buildings older than 25 years, after a Nbhd Comp Plan created (not a requirement for historic)	Majority of owners, planning bd, City Council	No, majority at time of initiation only	Created by Planning Dept with neighborhood input	Neighborhood Conservation District Overlay	Lynn Myer 402-444-5208	Conservation districts have not really been used, probably because of process; typ initiated by 51% of owners (same as historic districts). Have only one district. Purpose-to provide review & protection for nbhds not qualified to be historic nbhds.	Pres Coalition
Phoeniz, AZ	1978	Planning	New construction (for height, bulk, setback) – use; more zoning than design. Have an HP ordinance	Neighborhood self-selecting, usually in response to a threat	50% of land owners, planning commission & council. Work with Planning staff to develop plan, then a survey is conducted; 70% of respondants must agree	Yes	Written by neighborhood with Planning help.	Special Conservation District	Jan Hatmaker 602-262-7131		Pres Coalition
Portland, OR	1978	Historical Preservation Program; Bureau of Planning split into 2 groups a few years ago - current (Office of Planning & Development Review) and long-range. Current Planning has Historic Landmarks Commission with 2 functions quasi-judicial review (implementing regulations design, designation, demo review) and legislative in Bureau of Planning (long range one) (determining what regulations should apply to historic resources in city, etc.).	Same as historic but looser	Significance, stability, community interest	In 1993, done as part of Community Plan without owner consent. Area at time blighted and a lot of properties going into disrepair; growth/demo anticipated and control desired.	Yes (see Notes and comments)	Design review vs. conservation. Hist -Secy of Interior when Districts don't have specialized design guidelines. A number of districts do, developed by city staff with public outreach or in partnership with a consultant office. Cons-by state law must have a 2-track system. 1st track, most popular, is objective standard where discretionary review not required. 2nd track, based on Community Design Guidelines (Sec'y of Interior Standards helped)	"Plan districts"	Cielo (Shello) Lutino 503-823-6879 Liza Mickle 503-823-7666 www.ci.portland.or.us Bureau of Planning Title 33, Chapter 445 & 846	Conservation districts have proven to be more hassle then they're worth; the difference between the two is confusing. When conservation districts created in 1993, didn't have owner consent rule. Don't do conservation districts anymore because of a 1995 state senate bill that required 100% owner consent.	San Jose Planning study/ Pres Coalition

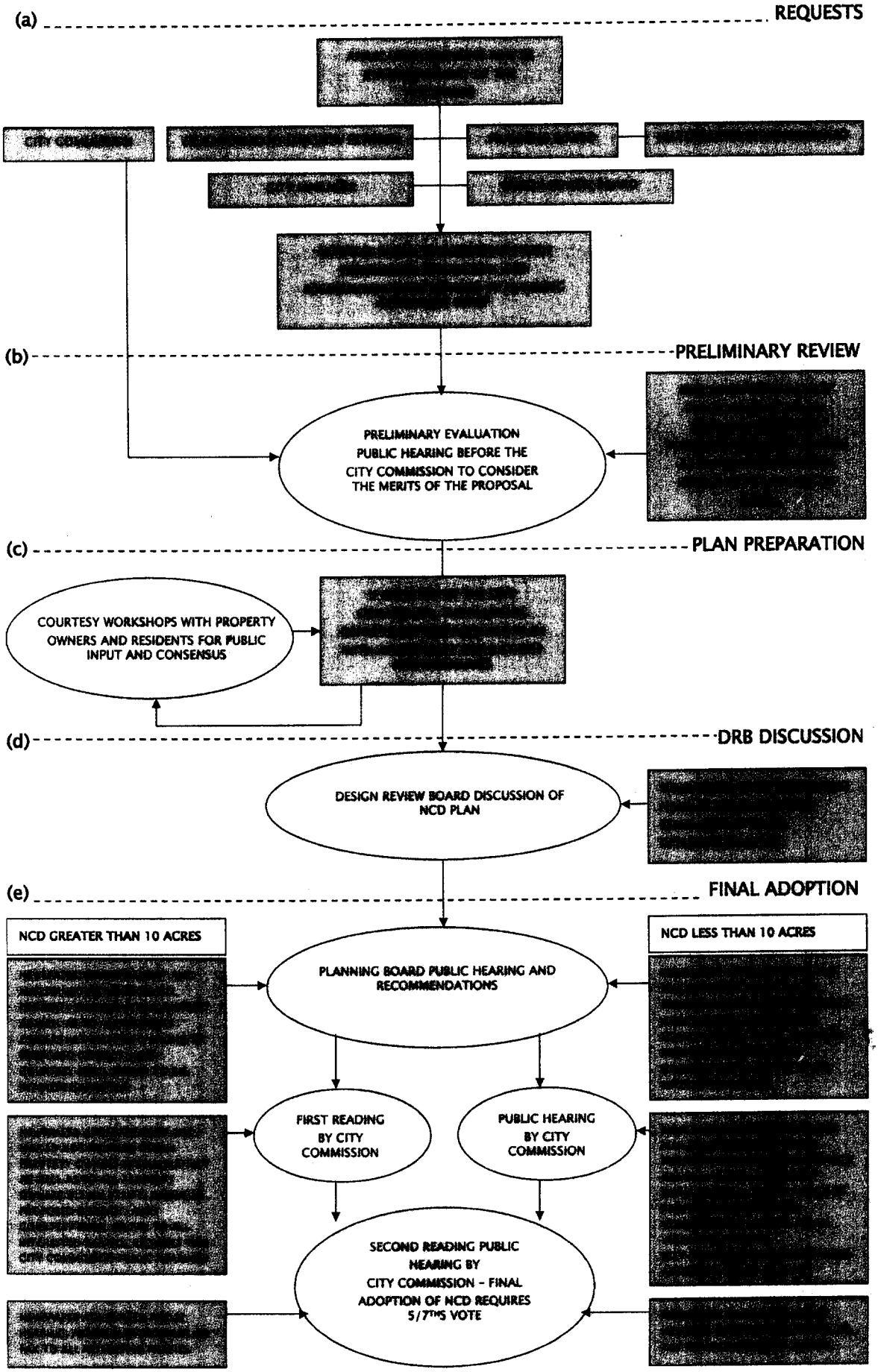
Neighborhood Conservation District Matrix

Updated 8/02

City	Date Enacted	Who administers	Activities regulated	Criteria	Nominated by	Majority approval	Design standards/ guidelines	Program Name	Contact Name/ Phone/Website	Notes and comments	Original location
Raleigh, NC	1988	Zoning Board	New construction	Older than 25 years, larger than 15 acres, 75% of land developed	Upon property owners request, Planning, or City Council. Nbhd task force created to advise planners - which dissolves at point of public hearing on developed nbhd plan	Yes	No	Neighborhood Conservation Overlay District	Todd 919-890-3125 http://www.raleigh-nc.org/planning/CP/Neighborhoods2.htm	Left message	Pres Coalition
Riverside, CA	1996	Staff of Cultural Heritage Board, within Planning Department	Same as historic for contributing resources, non-contrib review less strict. Considered a level of hist. desig	Lighter requirments than hd; context, familiar visual city features, cohesiveness of design	Usually by nbhds, w/ public hearing process at Cultural Heritage Board and City Council	Not required but sought by Council	Standard design guidelines, not by district	Neighborhood conservation areas	Janet Hansen, Cultural Resources Specialist 909-826-5463	Certificate of appropriateness	San Jose Planning study
Roanoke, VA	1987	ARB, Zoning Board	New construction, demo, additions	same as historic	City Council	No	Optional for each	Neighborhood Preservation Districts	?		Pres Coalition
San Antonio, TX	2000	Pre-permit approval requirement, review by Planning; not as complicated as an historic district; has 4 days. Not subject to interpretation	New construction, demo, addition, alterations	Neighborhood define criteria	Neighborhoods apply to Planning Department with boundary justification; had 10-12 apply at outset. Have a core neighborhood planning team on staff.	If mentioned in neighborhood plan, don't need 51%, if a nbhd org nominates, then need 51%	Neighborhood with staff assistance writes guidelines	Neighborhood Conservation District	Christine Vina 210-207-7815	Haven't completed any yet. Some are looking for zoning changes, but this is not set up for that. Christine Vina wrote the enabling legislation and has been working on the first 5 districts. Have historic districts. Spoke with Carol Haywood 210-207-7395	Austin, TX mentioned this program

PROCEDURES FOR ADOPTION OF A NEIGHBORHOOD CONSERVATION DISTRICT

Updated from Land Use and Development Committee Meeting
June 7, 2004



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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

An ordinance of the Mayor and City Commission of the City of Miami Beach, Florida, to consider including minimum and maximum developable lot regulations within the underlying RM-1 zoning district of the existing West Avenue Overlay Area.

Issue:

Should the City Commission amend the West Avenue Overlay area to include minimum and maximum developable lot regulations within the RM-1 zoning district?

Item Summary/Recommendation:

At its April 14th 2004 meeting, the City Commission requested that the City Administration study and prepare zoning amendments to the West Avenue Overlay in order to achieve a greater compatibility between new construction and the existing low scale residential neighborhood.

In response, the City Administration has researched and developed minimum and maximum developable lot standards for the RM-1 zoning district within the existing overlay area.

The amendments have been designed to accommodate single lot redevelopment projects which would not otherwise conform to the current RM-1 zoning, while limiting the maximum redevelopment envelope to the FAR and setback requirements of not more than two contiguous existing lots. Lot ownership and assembly through *unity of title* would not be affected by these changes.

The Administration recommends that the City Commission approve the ordinance on first reading and set a second reading public hearing for a time certain on October 13, 2004

Advisory Board Recommendation:

The Planning Board heard this matter at its July 27, 2004 meeting and voted 6-0 (1 absent) to recommend to the City Commission adoption of the ordinance.

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Reuben N. Caldwell/ Jorge G. Gomez, Planning Department

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	GEC	

AGENDA ITEM R5B

DATE 9-8-04

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: September 8, 2004

From: Jorge M. Gonzalez
City Manager

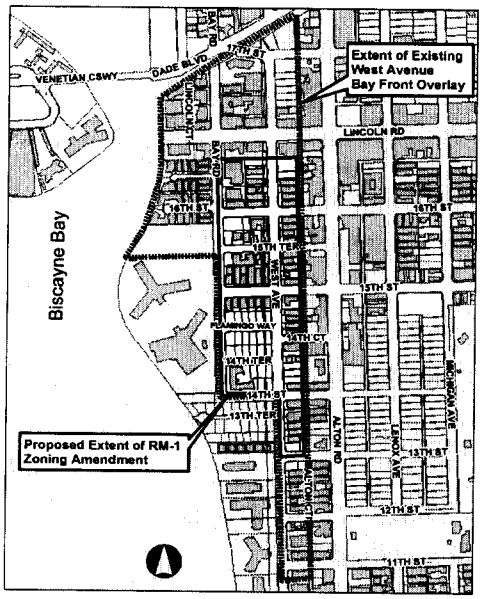
First Reading

Subject: **WEST AVENUE OVERLAY – MINIMUM/ MAXIMUM DEVELOPABLE LOT REGULATIONS**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE III, "OVERLAY DISTRICTS," DIVISION 5, "WEST AVENUE BAY FRONT OVERLAY," SECTION 142-842, "LOCATION AND PURPOSE," AND SECTION 142-843, "COMPLIANCE WITH REGULATIONS," TO INCLUDE MINIMUM AND MAXIMUM DEVELOPABLE LOT REGULATIONS WITHIN THE UNDERLYING RM-1 RESIDENTIAL MULTI-FAMILY LOW INTENSITY ZONING DISTRICT OF THE SUBJECT OVERLAY AREA PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The City Administration recommends that the City Commission approve the proposed West Avenue Overlay amendments regarding minimum and maximum developable lot regulations on first reading and set a second reading public hearing for a time certain after 5:00 p.m. at the October 13, 2004 City Commission meeting.



BACKGROUND:

At its April 14th meeting, the City Commission discussed the area between 12th Street and 17th Street to the west of Alton Road with regard to the impact of new residential redevelopment on traffic congestion and the *as-built* character of the existing neighborhood. As a result of this discussion, the City Commission requested that the City Administration study and prepare zoning amendments to the existing West Avenue Bay Front Overlay which would further refine the zoning parameters for new projects to be more compatible with the existing low scale, single-family and multi-family buildings primarily located in the low intensity RM-1 zoning district (see map) of the overlay area.

ANALYSIS:

In responding diligently to the Commission's concerns with regard to the pace and character of redevelopment in the West Avenue area, the City Administration has researched and developed minimum and maximum developable lot standards for the RM-1 district of the existing overlay area as an immediate remedy to the increasingly incongruent scale relationship between recent infill development and the existing architectural fabric. Furthermore, the Administration has developed these initial amendments with consideration for the potential legal impact this and other land development overlay regulations may entail and believes this route to best address the Commission's concerns with regard to overdevelopment in an equitable manner.

Data and Research

Referring to the extruded aerial atlas and the analysis maps prepared by Planning Department staff, the area west of Alton Road is sharply characterized by low density commercial and residential development to the east and by high density residential development along the Biscayne Bay front as well as the immediate area surrounding Lincoln Road. Recent lot assembly and redevelopment has primarily occurred within the existing one and two story nonconforming single-family neighborhood located between 14th and 16th Streets and has generally involved the assembly of two or more existing lots. The current data and analysis also suggests that the majority of these low scale dwellings remain under individual ownership and have not been assembled for *as-of right* redevelopment.

Hypothesis

The Administration believes that while economically viable new construction should be accommodated, the impact of expansive new infill construction within the existing established pattern of 50 and 60 foot wide parcels should be minimized by limiting the maximum developable lot width to no more than two contiguous lots assembled along existing side property lines. Furthermore, staff believes that the existing minimum lot area required under the RM-1 regulations should be reduced from 5600 sft. to 5000 sft. in order to accommodate the prevailing but currently nonconforming existing 50 X 100 ft. single-family and multi-family parcel dimensions. Lot ownership and assembly through *unity of title* would not be affected by these changes.

Building Envelope Analysis Scenarios

In studying the implications of the above assertions, the Administration analyzed several building envelope massing studies involving single, two, three and four or more lot assembly development scenarios. Each has been set within a context model of the surrounding neighborhood and has been designed to reflect the potential massing that the allowed 1.25 FAR might produce as well as the maximum allowable height by Code.

Findings

While the single lot development scenario certainly achieves the most cohesiveness in terms of relating to the existing development pattern, the viability of the structure in terms

of off-street parking and contextual height and design of side elevations may be significantly impacted by the narrow building footprint. The two lot assembly begins to create the opportunity for increased light and air between structures as well as significantly improved contextual design opportunities at all elevations. Furthermore, although the two lot configuration may not produce the most economically viable scenario because the parking count will be kept low, this suggests that the density in terms of unit count will also be kept low, therefore having a lesser impact on traffic congestion. The three lot assembly represents the scenario currently preferred by developers because of its viability; however, the three lot assembly clearly has a diminished contextual relationship with the established 50ft wide development pattern. Finally, the four and above lot assembly scenario bears little contextual relationship with the *as built* pattern and produces a structure more similar in character to the medium/ high density associated with the area surrounding Lincoln Road and not that of the prevailing low density subject study area.

Options/ Recommendations and Conclusions
In view of the foregoing analysis, the administration recommends that of the four scenarios studied; the two lot maximum developable envelope should be viewed as the most practical scenario toward balancing a desire to maintain the prevailing character of the existing platting while allowing viable new residential development to occur as established in the underlying RM-1 zoning. Furthermore, because the massing studies reflect the maximum potential square footage allowed at an FAR of 1.25 and offer much flexibility in terms of the location, height and configuration of massing on site, the administration additionally recommends that this amendment be followed with further examination of the regulations for the area in order to produce the optimum contextual relationship between existing structures and new infill construction. The administration believes that this may be best served through augmentation of the existing overlay to become a Neighborhood Conservation District upon the adoption of the enabling legislation currently being considered by the City Commission for second reading.

PLANNING BOARD ACTION

The Planning Board heard this matter at a public hearing on July 27, 2004, and the Board voted 6-0 (1 absent) to recommend that the City Commission adopt the amendments to the West Avenue Overlay area ordinance.

FISCAL IMPACT

While no direct fiscal impact is contemplated, this ordinance may diminish the potential number of residential units which could currently be constructed in this particular RM-1 zoning district thereby affecting the City's future potential tax revenue base.

CONCLUSION

With regard to public notice, in addition to the required newspaper advertisement of this item at the initial Planning Board public hearing on May 25, 2004, a courtesy notice of the meeting was sent to each property owner within the affected RM-1 zoning district.

Subsequently, another courtesy notice regarding this September 8th,2004 City Commission meeting has also been sent to each property owner within the affected RM-1 zoning district and additional courtesy notice will be sent upon the City Commission's setting of a second reading public hearing.

Finally, according to Sec. 118-164, when a request to amend the land development regulations does not change the actual list of permitted, conditional or prohibited uses in a zoning category, the proposed ordinance requires two readings, 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. Following the second reading public hearing, the Commission can adopt the ordinance by a 5/7ths vote.

JMG/CMC/JGG/rnc
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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE III, "OVERLAY DISTRICTS," DIVISION 5, "WEST AVENUE BAY FRONT OVERLAY," SECTION 142-842, "LOCATION AND PURPOSE," AND SECTION 142-843, "COMPLIANCE WITH REGULATIONS," TO INCLUDE MINIMUM AND MAXIMUM DEVELOPABLE LOT REGULATIONS WITHIN THE UNDERLYING RM-1 RESIDENTIAL MULTI-FAMILY LOW INTENSITY ZONING DISTRICT OF THE SUBJECT OVERLAY AREA PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach is a vibrant urban paradise wherein a collective civic experience has produced the pedestrian life of South Beach; and

WHEREAS, the Biscayne Bay Front of South Beach forms the beautiful western edge to this pedestrian experience; and

WHEREAS, the character and quality of life in the neighborhoods of South Beach fronting along West Avenue are diminishing through development that does not reflect the inherent attributes of their cohesive low scale character; and

WHEREAS, the City Commission has deemed it appropriate for the public health, safety and welfare of the City through the Future Land Use Section of the Comprehensive Plan to preserve and enhance these enclaves of the City's urbane pedestrian experience; and

WHEREAS, the City of Miami Beach Planning Department continues to identify urban planning strategies toward a Master Plan for the Bay Front neighborhoods which will maintain their low scale character; and

WHEREAS, the current strategies of the "West Avenue Bay Front District", will continue to be further refined to be recognized in the City Code through the creation of land-use overlay regulations, incentive programs and revised development review procedures ultimately to become the West Avenue Bay Front Neighborhood Conservation District; and

WHEREAS, these immediate amendments as set forth below are necessary to accomplish the most fundamental 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 III, "Overlay Districts," Division 5, "West Avenue Bay Front Overlay " of the Land Development Regulations of the Code of the City of Miami Beach is hereby amended as follows:

DIVISION 5. WEST AVENUE BAY FRONT OVERLAY

Sec. 142-842. Location and purpose.

~~The overlay regulations of this division shall apply to existing low scale properties, which were designed and constructed to be no more than three (3) stories in height, and are located in the subject district between the Collins Canal and the south side of 11th Street, and between Alton Court to the east and Biscayne Bay to the west.~~

~~The purpose in identifying this subject overlay district is to provide land-use incentives to property owners and developers who retain existing structures and maintain the low-scale, as-built character predominate in the existing low intensity (RM-1) and medium intensity (RM-2) underlying residential zoning of the subject district.~~

The subject overlay district shall be bounded by the south bulkhead line of the Collins Canal on the north , the south side of 11th Street inclusive of Lot 8, Block 84 on the south, and between the centerline of Alton Court on the east and the Biscayne Bay bulkhead line on the west.

The purpose in identifying this subject overlay district is to provide district specific land development regulations and land-use incentives to property owners and developers who retain existing structures and/ or provide new infill structures that maintain the low-scale, as-built character predominate in the existing low intensity (RM-1) and medium intensity (RM-2) underlying residential zoning district of the subject overlay area.

The intent of the overlay regulations of this division relating to minimum and maximum developable lots within the underlying RM-1 zoning district shall be to bring into conformance existing undersized lot configurations that currently do not meet Code and to further regulate new infill development upon aggregated lots to an incremental lot configuration of generally one or two contiguous parcels aggregated along existing side property lines.

The overlay regulations of this division relating to residential offices, suites hotel or bed and breakfast inns shall only apply to existing low scale properties, which were designed and constructed to be no more than three (3) stories in height, and are located in the subject overlay district .

Sec. 142-843. Compliance with regulations

***

(e) All development regulations and setback requirements in the underlying (RM-1) zoning district shall remain except that the following regulations regarding minimum

and maximum developable lot shall apply:

(1) The maximum developable lot area shall be limited to no more than two contiguous lots joined along the side property lines.

(2) The maximum developable lot area shall not be achieved through the assembly of two contiguous lots assembled along the rear property line.

(3) Minimum and maximum lot dimensions shall be as follows:

WEST AVENUE OVERLAY
DEVELOPABLE LOT REGULATIONS WITHIN THE EXISTING RM-1

Existing Platted Lot Depth	Minimum Developable Lot Width		Maximum Developable Lot Width	Minimum Developable Lot Area	Maximum Developable Lot Area
100ft. @ Blocks 67-A, 67-B 79-A, 79-B, 79-C	Interior	50ft.	100ft.	5000sq. ft.	10, 000 sq. ft.
			125ft. @Blk.67-A		12,500 sq. ft. @Blk.67-A
	Corner	60ft.	110ft.	6000sq. ft.	11, 000 sq. ft.
			135ft. @Blk.67-A		13,500 sq. ft. @Blk.67-A
105ft. @ Block 81	Interior	50ft.	100ft.	5250 sq. ft.	15,000 sq. ft.
	Corner	65ft.	115ft.	6825 sq. ft.	17,250 sq. ft.
112ft. @ Block 79-A	Interior	50ft.	100ft.	5600 sq. ft.	11,200 sq. ft.
	Corner	60ft.	110ft.	6720 sq. ft.	12,320 sq. ft.
115ft. @ Block 81	Corner	45ft.	150ft	5175 sq. ft.	17, 250 sq. ft.
150ft. @ Blocks 45, 66, 66-A, 67-B, 78, 78-A, 81	Interior	50ft.	100ft.	7500 sq. ft.	15,000 sq. ft.
	Corner	50ft.	100ft.	7500 sq. ft.	15,000 sq. ft.
		55ft. @Blk.78	105ft.	8250 sq. ft.	15, 750 sq. ft. @Blk. 78
		57ft. @Blk.78-A	107ft.	8550 sq. ft.	16, 050 sq.ft. @Blk. 78-A
		60ft.@Blk. 67-B	110ft.	9000 sq. ft.	16, 500 sq.ft. @Blk. 67-B
		65ft. @Blk. 81	115ft.	9750 sq. ft.	17, 250 sq. ft. @Blk. 81
160ft. @ Block 44	Interior	50ft.	100ft.	8000 sq. ft.	16, 000 sq. ft.
	Corner				

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 _____, 2004

ATTEST:

_____

MAYOR

_____

CITY CLERK

_____

PLANNING DIRECTOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

CITY ATTORNEY 9-2-04 DATE

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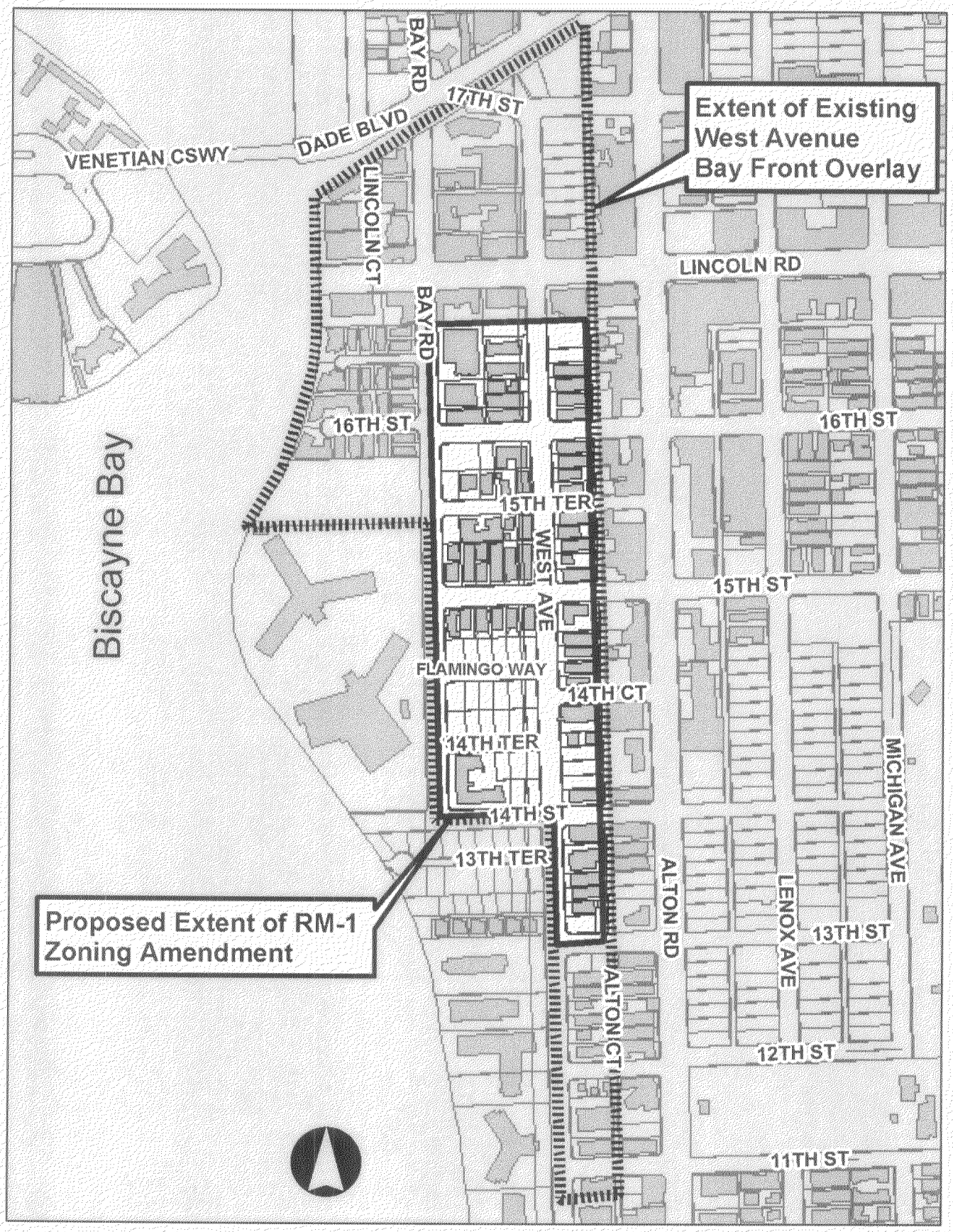
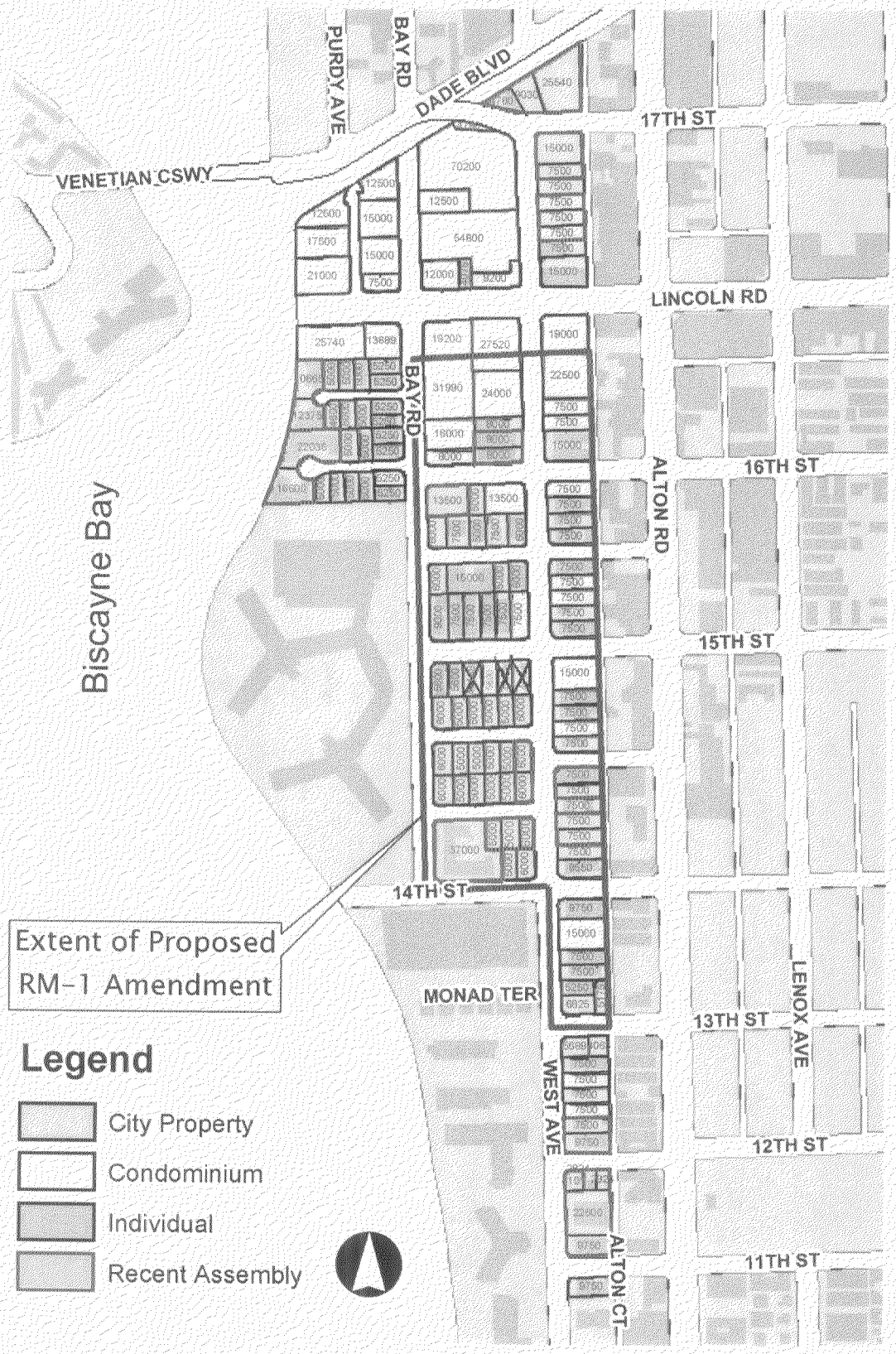

Extent of Existing
West Avenue
Bay Front Overlay
Proposed Extent of RM-1
Zoning Amendment
Biscayne Bay
VENETIAN CSWY
DADE BLVD
17TH ST
BAY RD
LINCOLN CT
LINCOLN RD
16TH ST
15TH TER
WEST AVE
15TH ST
FLAMINGO WAY
14TH CT
14TH TER
14TH ST
13TH TER
ALTON RD
ALTON CT
MICHIGAN AVE
LENOX AVE
13TH ST
12TH ST
11TH ST

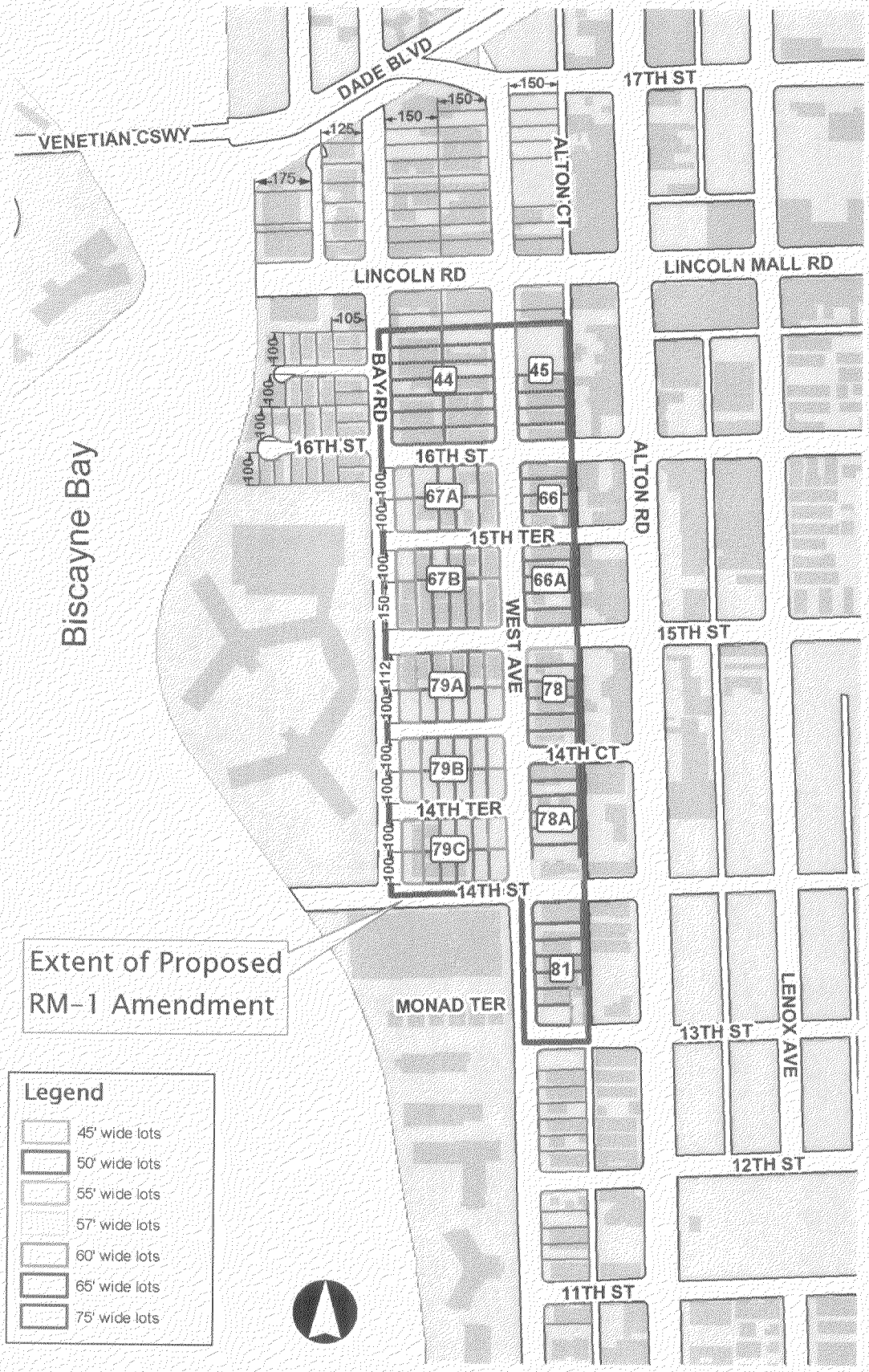
West Avenue Bayfront Overlay
Parcel Ownership Analysis

Prepared by the City of Miami Beach Planning Department, May 2004



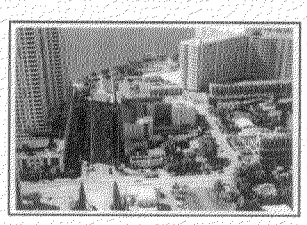
West Avenue Bayfront Overlay
Lot Width/Depth Analysis

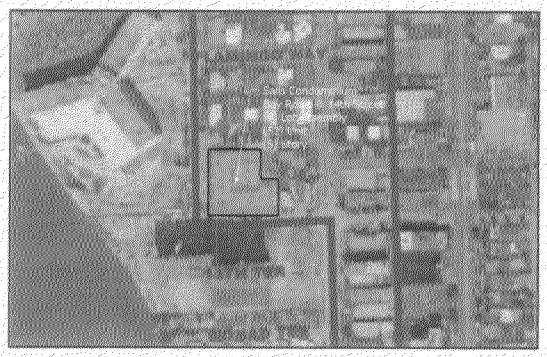
Prepered by the City of Miami Beach Planning Department, May 2004



RECENT INFILL REDEVELOPMENT PROJECTS

2004



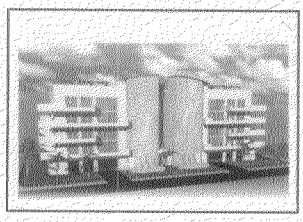


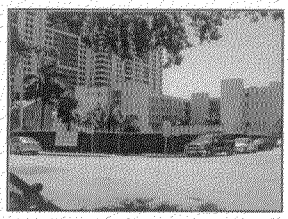
Sails Condominium – 1401 Bay Road

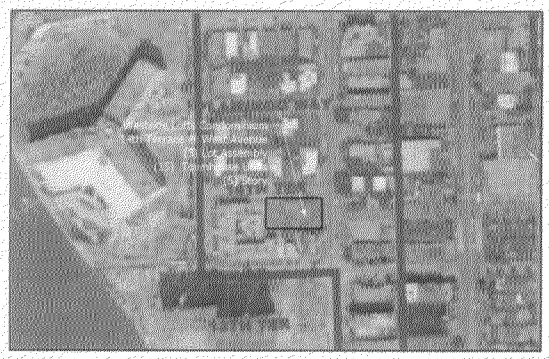
(7) Lot Assembly (@ side and rear lot lines)

(52) Units

(5) Floors





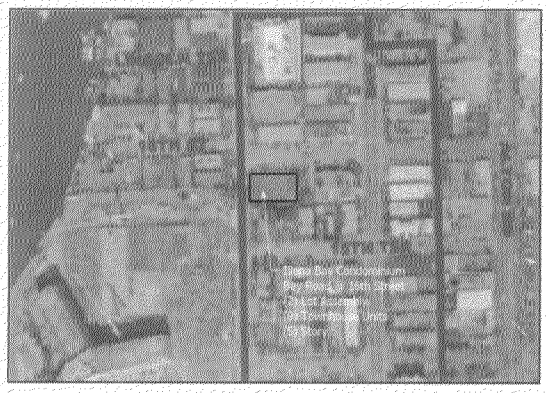


Westside Lofts Condominium – 1320 14th Terrace

(3) Lot Assembly (@ side lot lines)

(15) Townhouse Units

(5) Floors

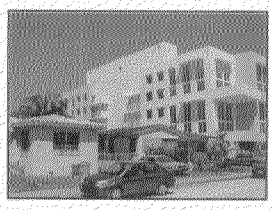


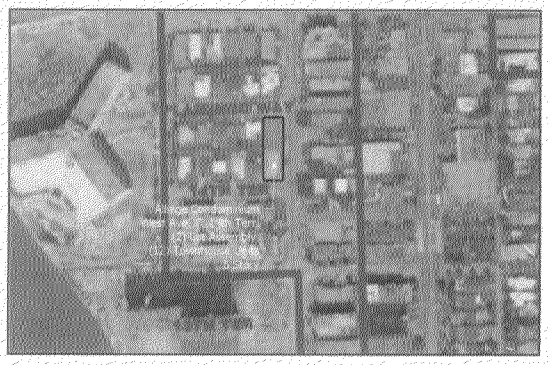
Illona Bay Condominium – 1577 Bay Road

(2.5) Lot Assembly (@ side lot lines)

(9) Townhouse Units

(5) Floors





Alliage Condominium – 1428 West Avenue

(2) Lot Assembly (@ rear lot line)

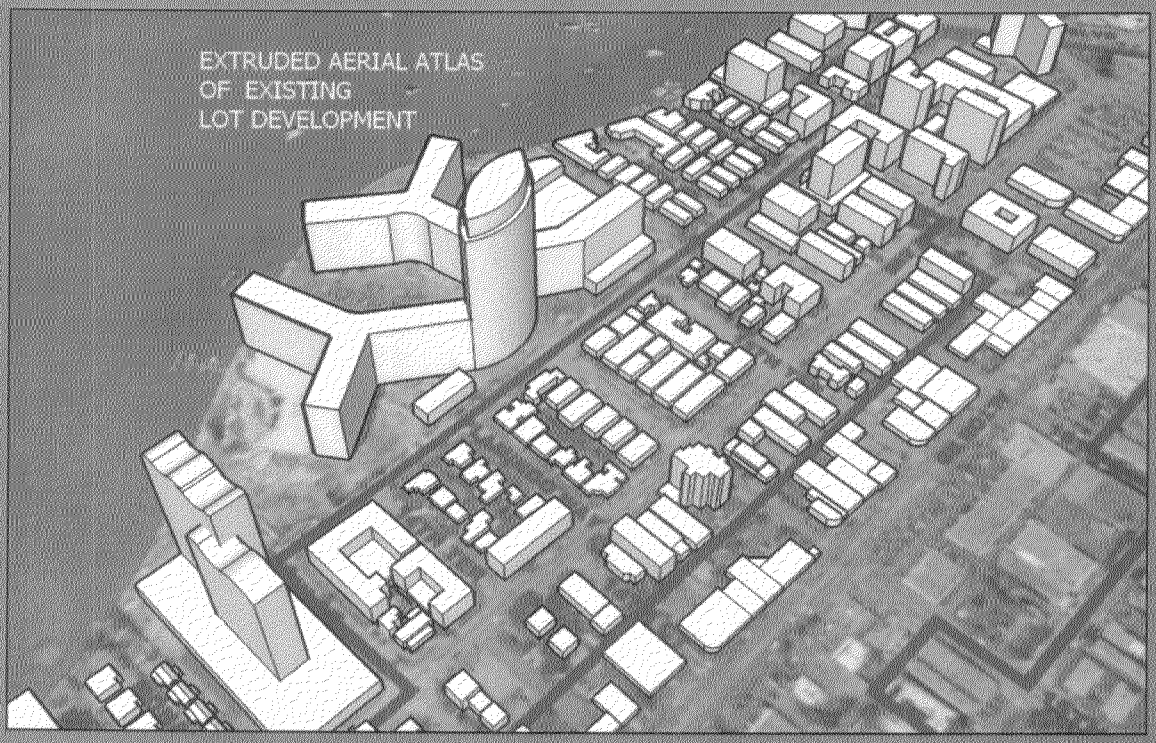
(12) Townhouse Units

(5) Floors

West Avenue Bay Front Overlay

Minimum/ Maximum Developable Lot Scenarios

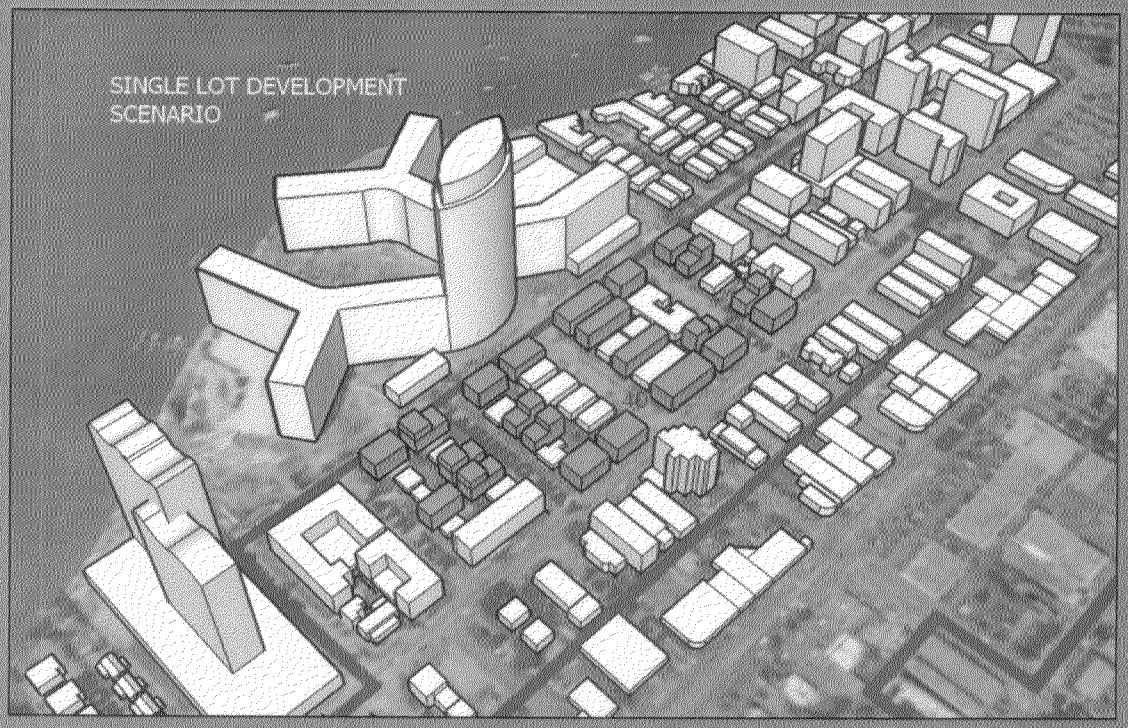
May 2004

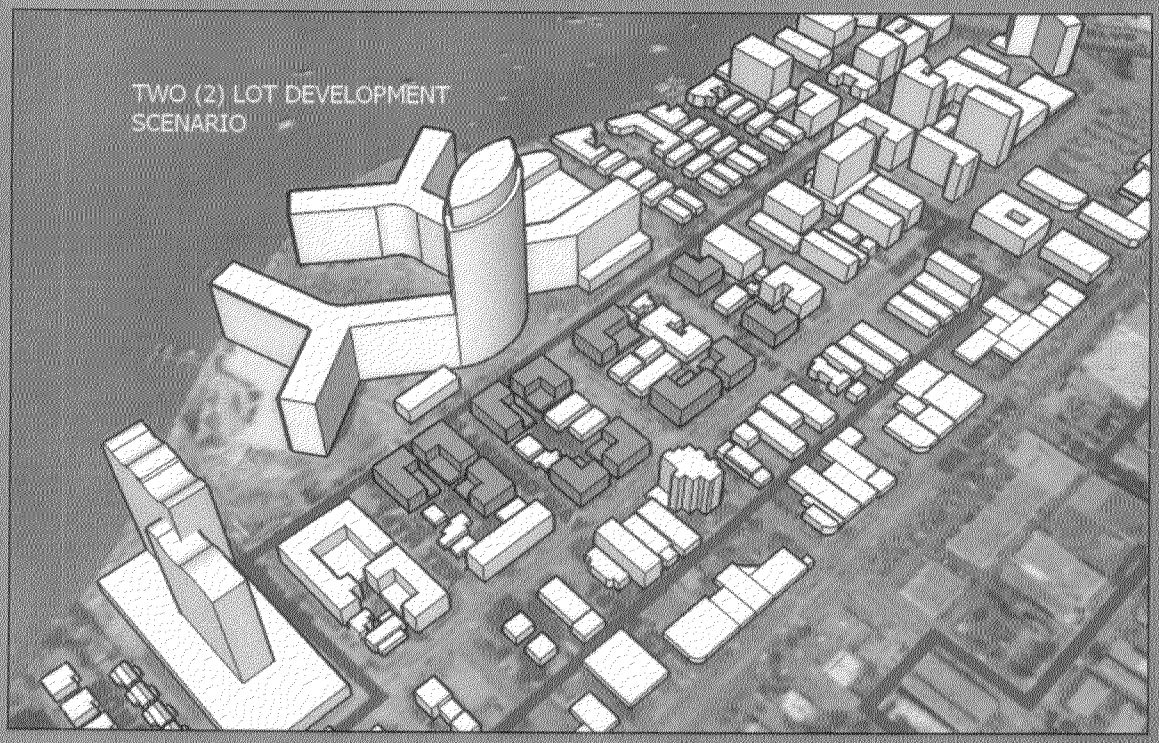


West Avenue Bay Front Overlay

Minimum/ Maximum Developable Lot Scenarios

May 2004

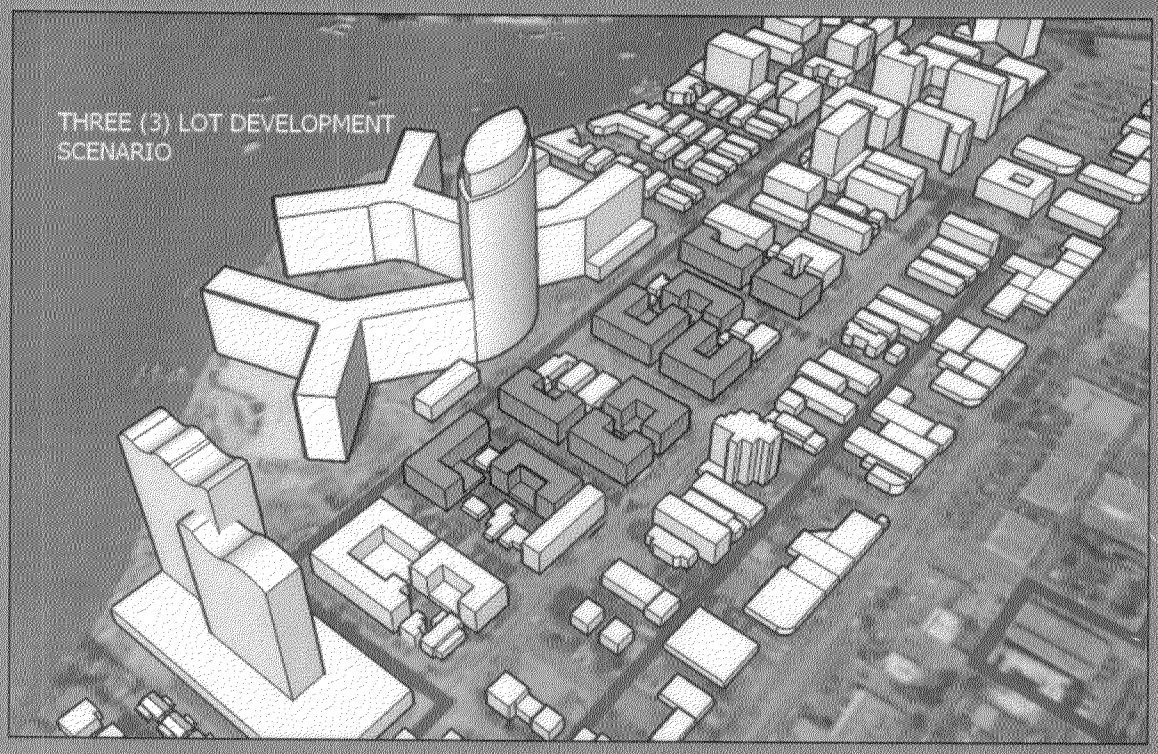


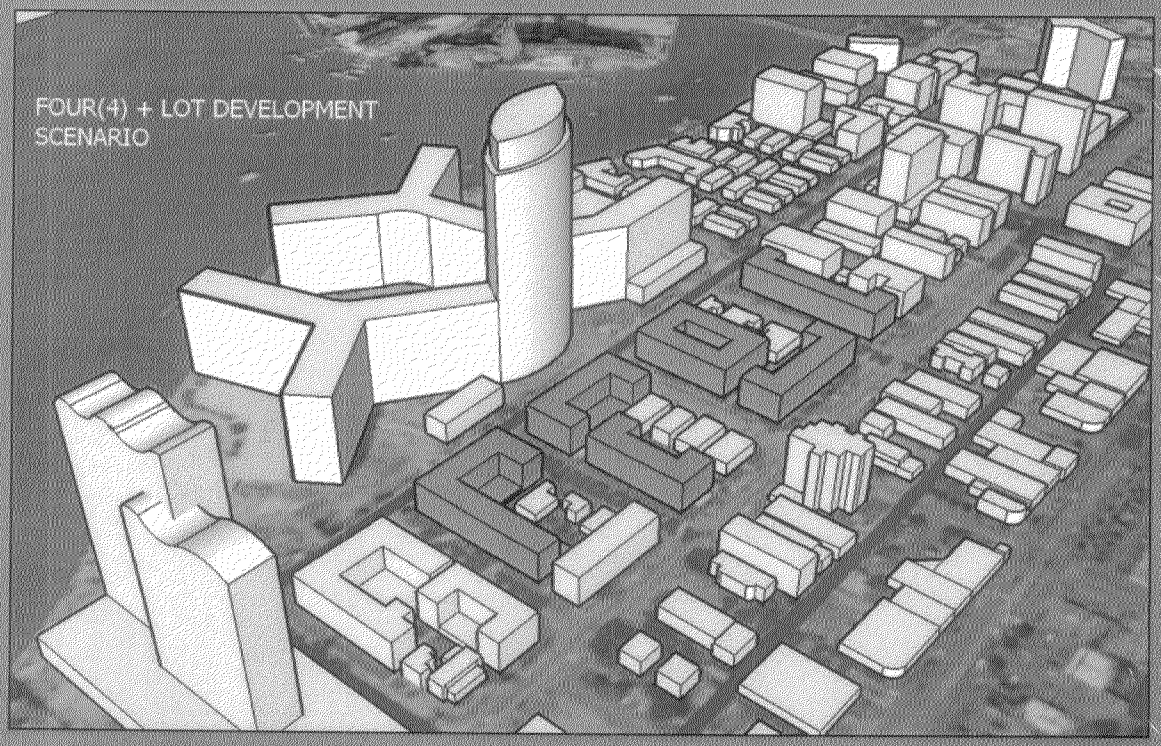


West Avenue Bay Front Overlay

Minimum/ Maximum Developable Lot Scenarios

May 2004

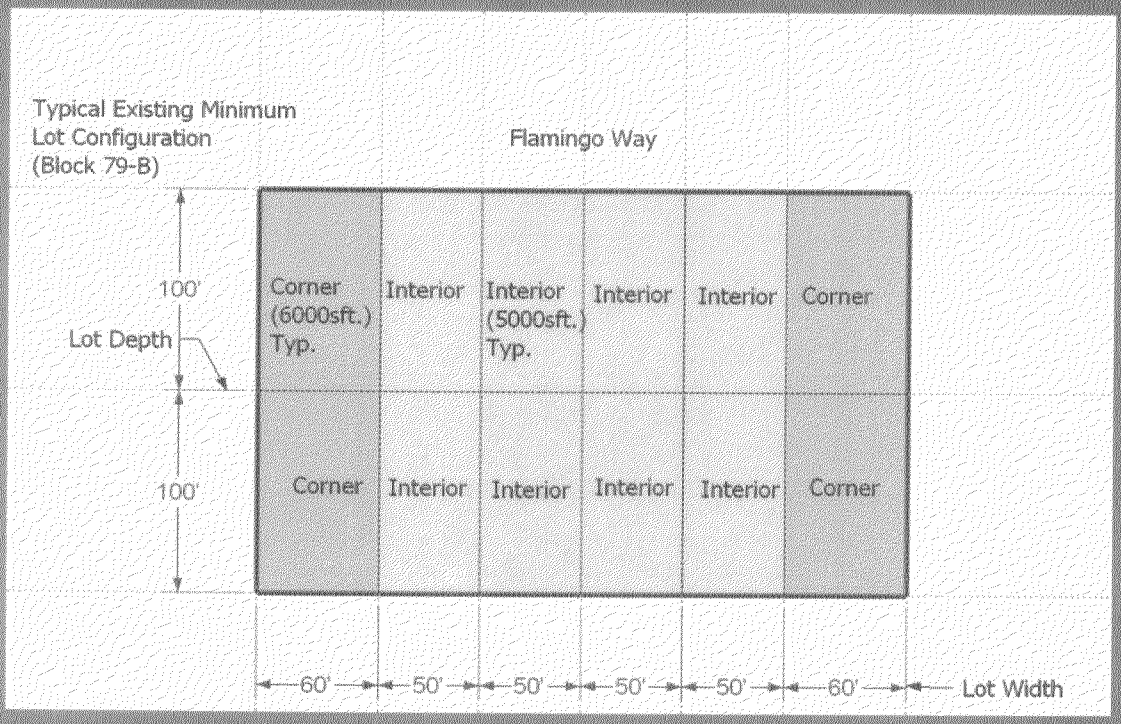


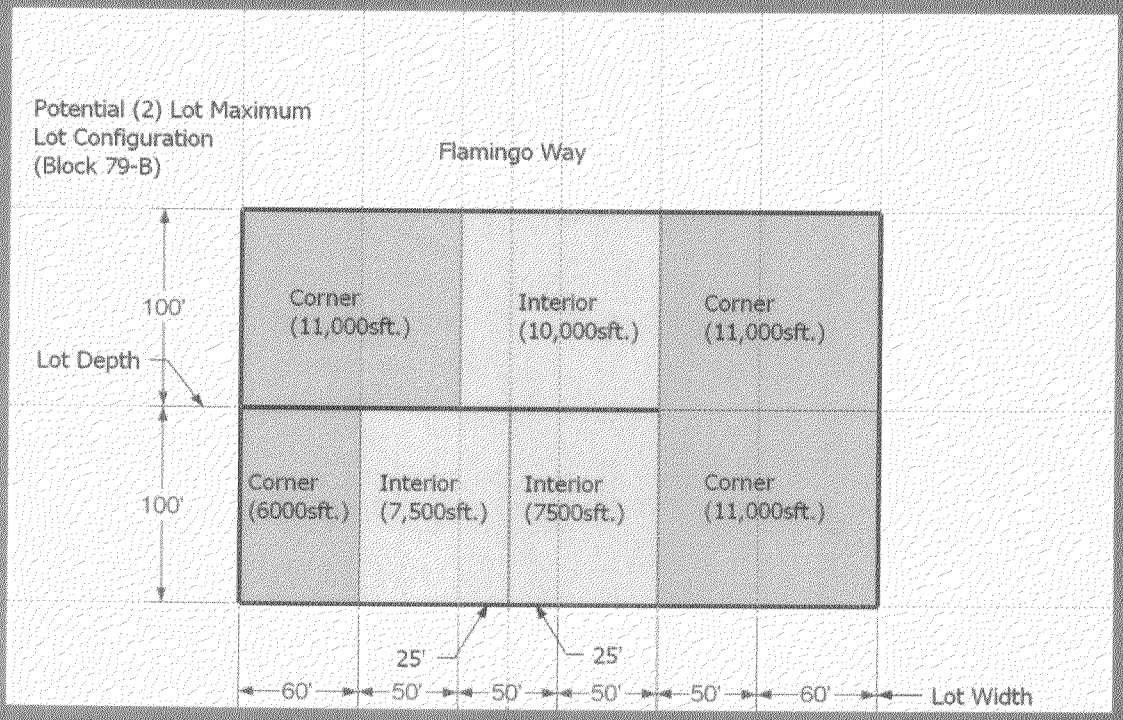


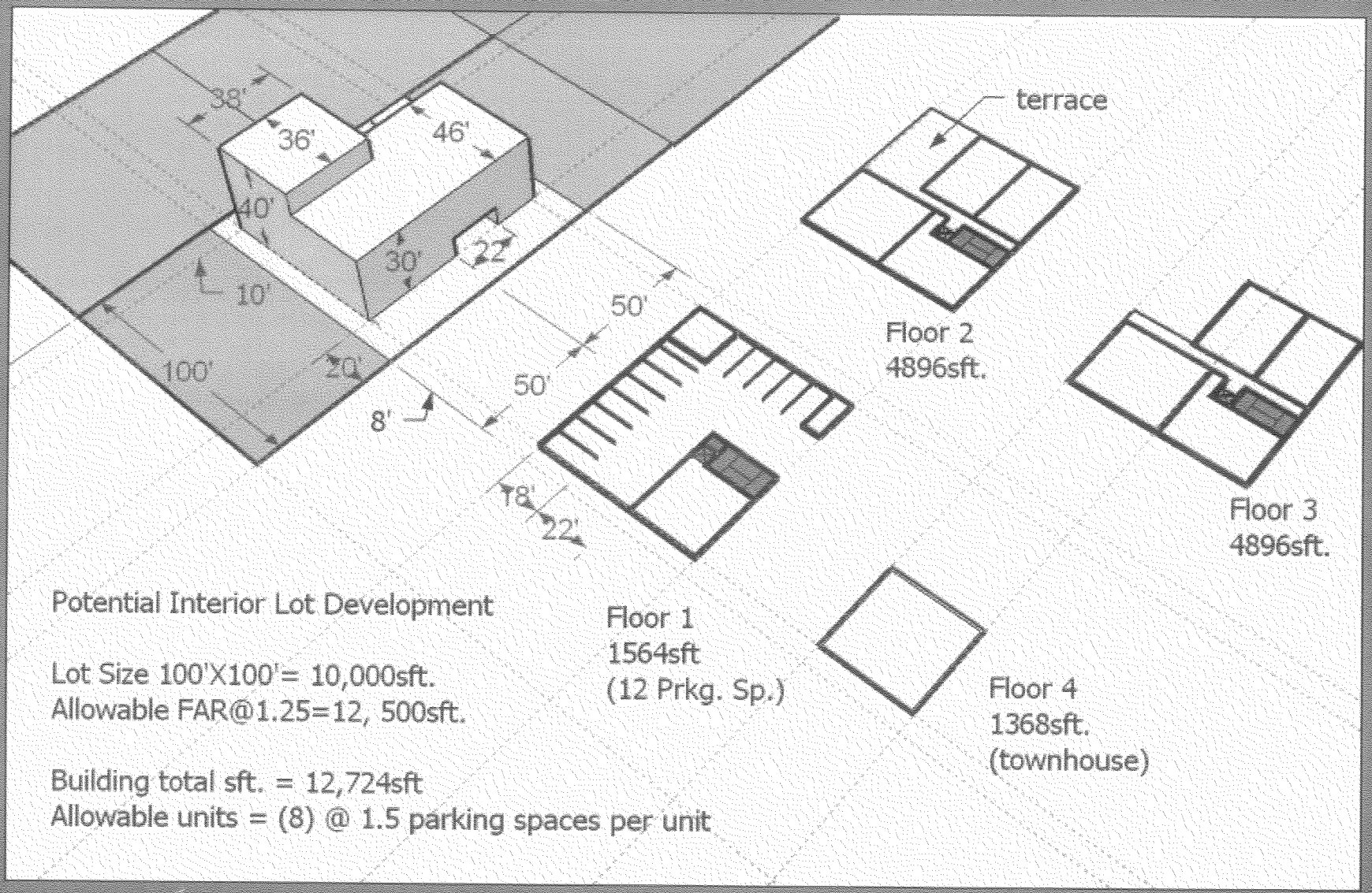
West Avenue Bay Front Overlay

Minimum/ Maximum Developable Lot Scenarios

May 2004



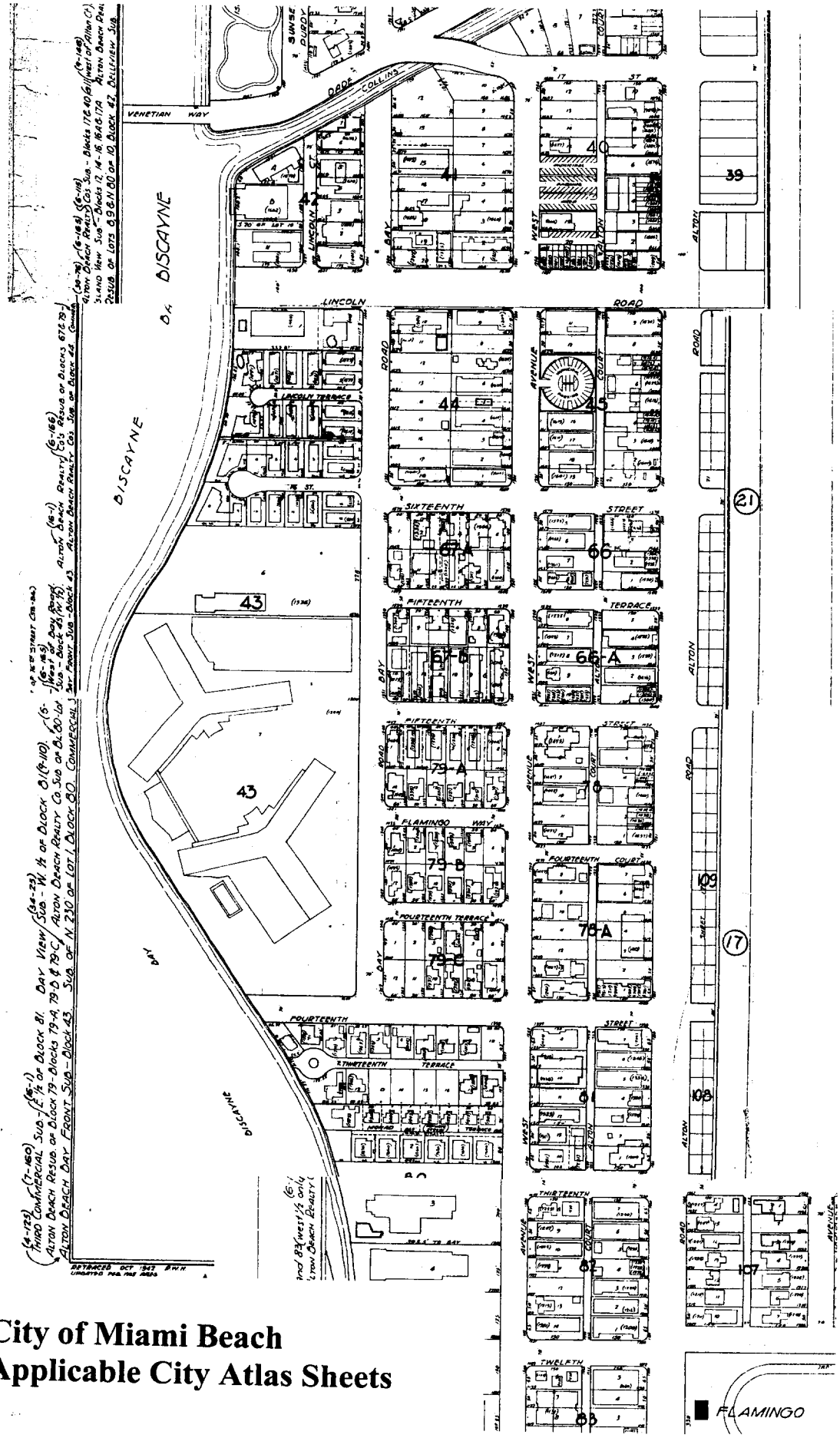




Potential Interior Lot Development

Lot Size 100'X100'= 10,000sft.
Allowable FAR@1.25=12, 500sft.

Building total sft. = 12,724sft
Allowable units = (8) @ 1.5 parking spaces per unit



City of Miami Beach
Applicable City Atlas Sheets

R7

RESOLUTIONS

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution of the Mayor and City Commission awarding a professional services agreement to Chen and Associates in the not to exceed amount of $2,144,773 to provide urban design, architecture, landscape architecture, engineering, and construction administration services necessary to complete the planning, design, and construction of the City Center Right of Way Improvement Project.

Issue:

Should the City Commission award a professional services agreement to Chen and Associates in the not to exceed amount of $2,144,773 to provide urban design, architecture, landscape architecture, engineering, and construction administration services necessary to complete the planning, design, and construction of the City Center ROW Improvement Project and appropriate the required funding for this effort?

Item Summary/Recommendation:

Through the City's Planned Progress Capital Improvements Program, a comprehensive Right-of-Way (ROW) Improvement Project is being undertaken in each of 13 neighborhoods, including the City Center neighborhood. The City currently has a need to obtain the urban design, architecture, landscape architecture, engineering, and construction administration services necessary to complete the planning, construction design, and construction of the City Center ROW Improvement Project. On September 10, 2003, the City Commission authorized the issuance of an RFQ for these services. RFQ No. 68-02/03 was issued on September 18, 2003 with an opening date of October 24, 2003 and seven responses were received. An Evaluation Committee appointed by the City Manager met twice and ranked the firm Chen and Associates as the most qualified firm. On April 14, 2004, the City Commission through Resolution 2004-25551 authorized the Administration to negotiate with the firm of Chen and Associates. Three negotiation sessions were held and agreement reached on a required scope of services (Attachment A) to be provided for a not to exceed fee of $2,144,773 (Attachment B). Project funding in the amount of $2,144,773 is available from the City Center RDA. The total fee is approximately 11.2% of the estimated Project construction budget which is appropriate given the challenge of developing optimal designs for some of the City's most prominent and highly-traveled corridors including 17th Street and Convention Center Drive. Chen and Associates has also agreed to provide additional Construction Administration services in the event that construction is not completed during the planned 24 month construction period. These additional services will be provided at not additional charge for two months and then at a monthly cost of 80% of the monthly cost for the service included in the current agreement recommended for award. The Administration recommends award of the agreement.

Advisory Board Recommendation:

NA

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Donald Shockey, Senior Capital Projects Planner

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R7A

DATE 9-8-04

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: September 8, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AWARDING A PROFESSIONAL SERVICES AGREEMENT TO CHEN AND ASSOCIATES IN THE NOT TO EXCEED AMOUNT OF $2,144,773 TO PROVIDE URBAN DESIGN, ARCHITECTURE, LANDSCAPE ARCHITECTURE, ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES NECESSARY TO COMPLETE THE PLANNING, DESIGN, AND CONSTRUCTION OF THE CITY CENTER RIGHT OF WAY IMPROVEMENT PROJECT.**

ADMINISTRATIVE RECOMMENDATION:

Adopt the Resolution.

ANALYSIS:

Through the City's Planned Progress Capital Improvements Program, a comprehensive Right-of-Way (ROW) Improvement Project is being undertaken in each of the City's 13 neighborhoods, including the City Center neighborhood, which is bounded by Dade Blvd. and 23rd Street on the north, Alton Road on the west, 16th Street on the South, and Collins Avenue on the east. The City Center neighborhood functions as the urban core of the City and includes many landmark civic and cultural facilities, including the Miami Beach Convention Center, Miami Beach City Hall, the Jackie Gleason Theatre, the New World Symphony and the site of its planned expansion, and the Miami Beach Botanical Garden. The neighborhood includes some of the City's most prominent and highly-traveled corridors including 17th Street and Convention Center Drive, and also encompasses Lincoln Road, the City's most popular retail and restaurant district, and the exclusive historic hotel district on Collins Avenue.

Through the City Center Right of Way Improvement Project, approximately $19 million dollars of comprehensive streetscape, water and, stormwater improvements will be implemented within the neighborhood. The level and design of the improvements will be reflective of the City Center neighborhood's special character and significance.

Improvements contemplated include the following:

- Upgrading of the stormwater drainage collection and disposal system to meet City Stormwater Master Plan recommendations.

- Repair or replacement of existing water mains to meet City Water Master Plan recommendations.

- Street resurfacing and new pavement markings.

- Replacement of sidewalk, curb and gutter.

- Repair, extension, or widening of sidewalks and crossing ramps to provide continuous, ADA-Title III compatible separated pedestrian ways and to enhance overall pedestrian connectivity between key neighborhood destinations.

- Installation of new pedestrian-scale street lighting and/or upgrade of existing lighting to correct deficiencies where needed.

- Installation of street trees and landscaping to enhance the character of the neighborhood and provide visual and pedestrian links between the numerous civic and cultural facilities within the neighborhood.

- Implementation of physical and/or operational improvements to local streets for the purposes of beautification, traffic calming and congestion mitigation.

At this time, the City has a need to obtain the urban design, architecture, landscape architecture, engineering, and construction administration services necessary to complete the planning, design, and construction of the City Center Right of Way Improvement Project. To this end, the City Commission on September 10, 2003 authorized the issuance of RFQ No. 68-02/03 for the required professional services. The RFQ was issued on September 18, 2003 with an opening date of October 24, 2003, and seven responses were received by that date. An Evaluation Committee appointed by the City Manager met twice and ranked the firm Chen and Associates as the most qualified firm.

On April 14, 2004, the City Commission through Resolution 2004-25551 authorized the Administration to negotiate with the firm of Chen and Associates. Three negotiation sessions were held and agreement reached on the required Project scope of services (Attachment A) to be provided for a not to exceed fee of $2,144,733 (Attachment B). This fee is approximately 11.2% of the estimated Project construction budget of approximately $19,000,000, a ratio which is appropriate given the challenge of developing optimal infrastructure designs that are reflective of the special prominence and character of the City Center neighborhood. Project funding in the amount of $2,144,773 is available from the City Center RDA.

Construction Administration services, in the amount of $177,490 for Bid package 9A and $186,695, for Bid package 9B, are included in the negotiated fee. These amounts represent an approximate per month cost of $7,400 for Bid Package 9A and $7,800 for Bid Package 9B for the Construction Administration services provided during an estimated

construction period of 24 months for each Bid Package. Chen & Associates has agreed to include two months of additional Construction Administration services at no additional cost to the City if the Project exceeds the estimated schedule of twenty-four (24) months for each Bid Package. At the end of the additional two months, if they are required, Chen and Associates will provide additional services at a not to exceed cost of eighty percent (80%) of the monthly cost of Construction Administration services established in the negotiated fee. This would result in additional services at a not to exceed maximum estimated cost of approximately $12,140 for both Bid Packages per month if the construction schedule were to be delayed on both Bid Packages.

When the City's thirteen neighborhoods were defined at the initiation of the City's Planned Progress Capital Improvements Program, the City Center neighborhood boundaries created did not exactly match the boundaries of the City Center RDA district. At the same time, no G.O. Bond funding was allocated for the neighborhood as it was anticipated that the City Center RDA would provide Project funding. There are two areas within the City Center neighborhood, the Palmview historic district west of Meridian Avenue and the area between 16th Street and Lincoln Lane south, that are therefore not eligible for RDA funding. Because it was the City's original intent for the Planned Progress Program to consider improvements to all areas of the City, Chen and Associates was asked to identify a separate fee to provide planning services for these areas. This fee was determined to be $18,957 but at the current time there is no funding source for this effort. If this effort was approved and the planning conducted subsequently identified a need for priority improvements in these areas, additional funds would need to be identified for construction design and actual construction.

ADMINISTRATION RECOMMENDATION

The Administration recommends award of the agreement so that work on the planning and design of improvements to this highly visible and critically important neighborhood can begin.

JMG:RCM:TH:DPS

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ATTACHMENT A

SCHEDULE A
CITY CENTER NEIGHBORHOOD RIGHT OF WAY IMPROVEMENT PROJECT
SCOPE OF A/E CONSULTANT SERVICES

CONSULTANT: **Chen and Associates, Inc.**

BACKGROUND

The City of Miami Beach (CITY) has developed its multi-million dollar, multi-year "Planned Progress" Capital Improvement Program to rebuild the City's existing roads, infrastructure, utilities, parks and facilities, and to build new capital projects where they are needed. The Program will dramatically improve the quality of life of the City's residents and complement the enormous amount of private reinvestment that has taken place in the City.

As part of the "Planned Progress" Program, comprehensive right of way improvement projects are being undertaken in each of 13 City neighborhoods including the City Center neighborhood. The City Center neighborhood is bounded on the east by Collins Avenue, on the north by 23rd Street and Dade Boulevard, on the west by Alton Road, and on the south by 16th Street. The City Center neighborhood contains the Convention Center, CITY Hall, Lincoln Road, the Collins Avenue hotel district, the Jackie Gleason Theatre, the site of planned expansion of the New World Symphony, the Miami Beach Botanical Garden, and other significant municipal and private developments. The neighborhood also contains portions of the National Register Art Deco Architectural District (Exhibit "B".)

The City Center Neighborhood ROW Improvement Project will encompass comprehensive streetscape, drainage, and water supply improvements. Streetscape improvements appropriate to the high-density, downtown character of the neighborhood will be identified during the Project planning process. Anticipated drainage and water improvements are described in the attached "Stormwater Priority Basin No. 23" (Exhibit "C") and CITY Water Line Replacement Master Plan (Exhibit "D). The primary source of funding for the Project will be the City Center RDA, a tax increment financing district officially created in 1993 by the CITY to fund redevelopment efforts in the district.

The CITY has contracted the services of Hazen and Sawyer, P.C. to function as PROGRAM MANAGER (PROGRAM MANAGER), and act as the CITY's agent with regard to all aspects of this scope of services. Hence, the PROGRAM MANAGER will serve as the focal point of contact with the Architectural / Engineering firm (the CONSULTANT). However, the CITY will retain contractual agreement responsibilities with the CONSULTANT firm.

Due to the large number of projects that will be ongoing concurrently during the Program, the CITY and PROGRAM MANAGER have developed a Program Work Plan (PWP) detailing procedures and policies for the overall ROW Program. This PWP dictates the respective responsibilities and levels of authority for all program team members. Organizational structure flowcharts and team member duties are included to establish a working understanding regarding reporting and communication relationships on the Program. The PWP includes a listing of design and construction phase deliverables from the various A/Es and Contractors, along with proposed CITY and PROGRAM MANAGER duties during the planning, design, bid, award and construction phases of the Program. One copy of the PWP will be given to the CONSULTANT, who agrees to comply with procedures set forth therein.

The CITY plans to / has initiated the planning and/or design of various improvements within the City Center Project Area. Hence, the CONSULTANT shall coordinate its work efforts as necessary with the following, as a minimum:

- MIAMI BEACH BOTANICAL GARDEN
- 17TH ST. SITE DEVELOPMENT (NEW WORLD SYMPHONY PROJECT)
- CITY HALL PARKING GARAGE
- P-LOT DEVELOPMENT
- COLLINS-LINCOLN MEDIAN/STREETSCAPE PROJECT(BID PACKAGE 10D - WASHINGTON AVENUE PROJECT)

It is anticipated that this project shall be prepared and bid / constructed as two separate bid package; as follows:

- Bid Package 9A: City Center ROW Improvements – Historic Districts
- Bid Package 9B: City Center ROW Improvements – Commercial Districts

Reference attached Exhibit "B" for the proposed boundaries of each project area.

SCOPE OF SERVICES

The purpose of the City Center ROW Infrastructure Project is to provide for the restoration and enhancement of streetscapes and infrastructure, consistent with existing available master plans, qualified decisions of applicable CITY Departments and community preferences. The proposed project shall include potable water and storm drainage infrastructure upgrades, and restoration and enhancement of the neighborhood's hardscape, landscape, streetscape, irrigation, and lighting. Sanitary sewer upgrades are not anticipated as part of the Project.

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

- Upgrading the stormwater drainage collection and disposal system to meet The CITY Stormwater Master Plan recommendations. This effort shall include all modeling efforts necessary to verify compliance with noted model requirements, and as may be required by the PWD and jurisdictional agencies to achieve a permittable design.

- Replacement of existing water mains to meet The CITY Water Master Plan recommendations. This effort includes pipe replacement designs and requisite jurisdictional permit procurement. However, hydraulic modeling efforts in support of permit applications will be provided by the PWD.

- Street resurfacing and new pavement markings.

- Swale restoration, and/or curb and gutter restoration or upgrades.

- Repair, extension, or widening of sidewalks and crossing ramps to provide continuous, ADA-Title III compatible separated pedestrian ways.

- Installation of new pedestrian-scale street lighting and/or upgrade of existing lighting to correct deficiencies where needed.

- Providing enhanced landscaping, development of additional areas for planting opportunities, and new / enhanced irrigation to support such plantings within the street right-of-way, as consistent with community and CITY staff preferences. This shall include consideration of street furnishings and appurtenances.

- Improving of lighting, landscaping, fencing, and/or parking, where appropriate.
- Physical and/or operational improvements to project streets for the purposes of beautification and pedestrian access.
- When traffic calming is the desired effect, improvements must be able to be permitted in Miami-Dade County and coordinated with the CITY's Public Works Department as well as the Transportation and Concurrency Management Division. Within multi-family areas, streets shall be designed to provide additional, organized, on-street parking to the extent allowed within each geographic areas in consideration of historic or environmental designations and community preference.

The work effort shall require that all existing and proposed aboveground improvements be coordinated with existing and proposed below underground infrastructure improvements, which may include the following tasks:

- Upgrading the drainage collection system
- Repair or replacement of water mains.
- Coordination with other entities, including but not limited to, Florida Power and Light Company, BellSouth, Atlantic Broadband, and others as may exist within the public right of way
- Coordination with Public and Private Developments that are, or will be implementing improvements adjacent to the City Right of Way.

Underground water and drainage infrastructure improvements are generally identified in: the CITY of Miami Beach Comprehensive Stormwater Management Program Master Plan, (March 1997), and the CITY of Miami Beach Water System Master Plan, (November, 1994), and in subsequent amendments to the plans and decisions of the CITY's Public Works Department.

Total estimated construction costs budgeted for this Bid Package approximates $19,000,000, which includes a 10% construction change order contingency that is to be held in reserve by the CITY for construction phase usage. Hence, the CONSULTANT shall be tasked with planning and designing a project to a total target construction budget of $17,000,000. This target

construction budget is funded from the CITY Center RDA and consists of the approximately $9,000,000 for streetscape, $1,000,000 for water, and $7,000,000 for stormwater.

TASK 1 – PLANNING SERVICES

The purpose of this Task is to develop a concept plan that meets the City's functional requirements, incorporates community input, and stays within established schedule and cost parameters. The CITY has previously met with neighborhood representatives to review improvements and has identified certain items that are to be considered. These items were discussed in the previous sections of this scope of services. Please note that descriptions provided therein are not considered all encompassing, but are only intended to provide the CONSULTANT with a starting point from which to base its conceptual plan upon. For this purpose, a series of Community Design Workshops are specified in Task 1.5 to present the CONSULTANTs plan and solicit input from the community. Solicited input shall be reviewed by the CONSULTANT and incorporated, with the CITY approval, into the CONSULTANT's work product. It is anticipated that a total of two Community Design Workshops (CDWs) shall be held per bid package to present the plan and its subsequent revisions to gain the consensus of the community. Based on the results of these CDWs, a draft Basis of Design Report (BODR) shall be developed as noted in Task 1.6. Subsequent interdepartmental and Historic Preservation Board design reviews / presentations and approvals shall be as noted in Task 1.7. A final BODR shall then be prepared summarizing the accepted design concept, budget level cost estimate and implementation schedule as noted in Task 1.8.

In addition, please note that to facilitate the implementation of the CITY's Public Information Program, the CONSULTANT shall provide electronic files of all project documents upon request by the CITY and / or the PROGRAM MANAGER.

Task 1.1 – Project Kick-Off Meeting: The CONSULTANT shall meet with the CITY and PROGRAM MANAGER to review existing planning documents, discuss results of previous scoping sessions held with affected neighborhood representatives, and receive / review copies of available reference documents. In addition, the CITY and PROGRAM MANAGER will present general discussions as to Program procedures, timelines, and budgets. The CONSULTANT shall prepare draft meeting minutes and forward them to PROGRAM MANAGER for review and comments. The CONSULTANT shall finalize and distribute, accordingly. During this meeting, the CONSULTANT shall schedule a reconnaissance visit of the Project site, to be attended by critical CONSULTANT personnel, as well as key CITY and PROGRAM MANAGER staff.

Deliverables: - Attend Project kick-off meeting.

Schedule: - Within 5 working days of Task 1 - Planning Phase Notice-to-Proceed.

Task 1.2 – Project Site Reconnaissance Visit: The CONSULTANT shall attend a Site Reconnaissance Visit. This site visit shall also be attended by applicable the CITY and PROGRAM MANAGER staff. The site visit is intended to facilitate the CONSULTANT's understanding of the project area needs. The CONSULTANT shall prepare draft meeting minutes and forward them to PROGRAM MANAGER for review and comments. The CONSULTANT shall finalize and distribute, accordingly.

Based on the results of the site visit and materials presented at the Kickoff Meeting, the CONSULTANT shall develop reference images for a variety of recommended streetscape treatments that they propose for the CITY consideration. As a minimum, alternative plan view treatments shall be developed for each type of different ROW width encountered within the project area. In addition, individual alternative treatments shall be developed for each similar width ROW that exhibits different characteristics (multi-family, commercial, single family, civic, etc.). Alternative treatments shall illustrate proposed improvements including, as a minimum, parking, sidewalks curbs, gutters, plantings, bulbouts, traffic calming features, lighting enhancements and similar features to allow the CITY a full understanding of proposed improvement alternatives. All such alternative treatments shall also take into account adjacent improvements as applicable. The CONSULTANT is advised that the CITY's previous reference work products may be utilized and these work products may require revisions by the CONSULTANT. In addition, the CONSULTANT shall prepare preliminary "budget" level cost estimates (+30%, -15% as defined by the American Association of Cost Engineers) for each work component / alternative treatment, indicating opinions of probable cost. Estimates shall present costs by category types (i.e. underground utility construction, paving, lighting, landscaping, etc.) and shall be prepared in a Microsoft Excel Spreadsheet format. PROGRAM MANAGER will provide a template for the requisite cost estimate format to the CONSULTANT.

Deliverables:

- Attend Site Reconnaissance Project Site Visit
- Develop alternative reference images as noted above
- Develop "budget" level cost estimates

Schedule: - Within 60 working days of completion of Task 1.1 services.

Task 1.3 – Attend "Visioning" Session: After conducting the Site Reconnaissance Project Site Visit, developing alternative treatment / reference images and cost estimates, the CONSULTANT shall attend a "Visioning" session to be scheduled with representatives of the CITY, the CONSULTANT and PROGRAM MANAGER. The purpose of the "Visioning" session shall be to clarify project goals to prepare for Community Design Workshops. Issues to be discussed shall include the proposed project elements (i.e. stormwater, streetscape, landscaping, electrical, etc.) budget and schedule. At this meeting, the CONSULTANT shall present its Project concepts and document input from the various the CITY attendees. In this effort, the CONSULTANT shall make revisions to its proposed / selected treatments as necessary to develop a Recommended Approach as approved by the CITY. This is the approach that will be presented at the Community Design Workshops. The CONSULTANT shall prepare draft meeting minutes and forward them to PROGRAM MANAGER for review and comments. The CONSULTANT shall finalize and distribute, accordingly.

Deliverables: - Attend "Visioning" session with representatives from the CITY and PROGRAM MANAGER.
Revise proposed treatments and develop final materials for a Recommended Approach as approved by the CITY

Schedule - Within 10 working days of Task 1.2 completion.

Task 1.4 – Review Meeting Prior to Community Design Workshops: After conducting the project site visit, developing reference images and cost estimates, attending the Visioning Session, addressing all the CITY comments and developing the Recommended Approach, the CONSULTANT shall meet with applicable CITY and PROGRAM MANAGER staff in a Pre-CDW meeting format to ensure that any and all concerns regarding project scope, schedule and cost parameters are addressed prior to scheduling the first of two Community Design Workshops for each Bid Package. Note that one Pre-CDW will be held prior to each CDW for each Bid Package (total of four). The CONSULTANT and its key Sub-Consultants shall attend all meetings.

Deliverables: - Meet with representatives of the CITY and PROGRAM MANAGER during work performed for Task 1.1 through 1.3.

Schedule: - Through completion of Task 1.1 through 1.3.

Task 1.5 - Community Design Workshops: The intent of Community Design Workshops (CDWs) is to provide the CONSULTANT the opportunity to present the proposed improvements (hardscape, landscape, water and stormwater components) to the community for the purpose of achieving general consensus with residents. To this end, it is anticipated that a total of two CDWs shall be conducted for each of the two Bid Packages being developed under the scope of this contract. The CITY will schedule, find locations for, and notify residents of, all such meetings. The CONSULTANT shall prepare all materials for presentation at the workshop. At a minimum, these shall include presentation materials, "full size" specialty graphics which depict the proposed improvements, a summary of cost estimates, workshop agendas, resident comment cards and requisite copies of each. It is anticipated that the CONSULTANT will utilize a "PowerPoint" type format for its presentation, with support from standalone graphics and handout materials. In addition, the CONSULTANT shall prepare draft meeting minutes and forward them to PROGRAM MANAGER for review and comment. The CONSULTANT shall finalize and distribute the final minutes accordingly. Each workshop is intended to address specific design issues as discussed in the following:

Task 1.5.1 Community Design Workshop No. 1 – This workshop is intended to provide community residents with a review of the proposed project scope and budget. The CONSULTANT shall also present the proposed schedule and create a consensus plan with community concurrence. The CONSULTANT shall prepare full size presentation graphics illustrating existing conditions proposed project components developed under Tasks 1.2 and 1.3. In addition, graphics shall be prepared presenting a summary of probable costs for the various improvements and the workshop agenda. "Budget" level cost estimates shall be +30%, -15% as defined by the American Association of Cost Engineers. Based on this data, the CONSULTANT shall present the plan for proposed improvements to attendees. Applicable CITY and PROGRAM MANAGER staff shall also attend these meetings, and assist the CONSULTANT with responses to resident questions, as they pertain to the CITY related issues. The CONSULTANT shall note reasonable design / concept revision requests from residents for review and incorporation into the proposed plan. Due to the fixed nature of funding on

the various projects within the Program, budget limits must be adhered to. Hence, the CONSULTANT shall be prepared to discuss budgets and the various impacts of resident requested revisions on such, accordingly. The CONSULTANT shall prepare draft meeting minutes and forward them to PROGRAM MANAGER for review and comment. The CONSULTANT shall then finalize and distribute the final minutes, accordingly.

Deliverables: - Prepare materials, attend and conduct Community Design Workshop No. 1

Schedule: - Within 45 working days after completion of Task 1.4

Task 1.5.2 Community Design Workshop No. 2 – The CONSULTANT shall prepare for and attend a second workshop to present community residents with the revised plan of proposed improvements, budget and schedule based on the input received during CDW No. 1. The CONSULTANT shall meet with applicable CITY and PROGRAM MANAGER staff, as noted in Task 1.4 above, to ensure that any and all concerns regarding residents input, project scope, schedule and cost parameters are addressed prior to scheduling the second Community Design Workshop. The CONSULTANT shall prepare full size presentation graphics illustrating the proposed plan of improvements, along with a summary of probable costs for the improvements and the workshop agenda. "Budget" level cost estimates shall be +30%, -15% as defined by the American Association of Cost Engineers. Based on this data, the CONSULTANT shall present the information to attendees. Applicable CITY and PROGRAM MANAGER staff shall also attend these meetings, and assist the CONSULTANT with responses to resident questions. The CONSULTANT shall note that the design concepts presented during this meeting are considered "near final" and it is the CITY's intent to consider only minor design revision requests from residents for review and incorporation into the proposed plan. The CONSULTANT shall prepare draft meeting minutes and forward them to PROGRAM MANAGER for review and comments. The CONSULTANT shall finalize and distribute the final minutes accordingly.

Deliverables: - Prepare materials and attend pre-CDW and CDW No. 2.
Schedule: - Within 60 working days after completion of Task 1.5.1

Task 1.6 – Basis of Design Report (DRAFT): The CONSULTANT shall prepare a draft Basis of Design Report (BODR) presenting the results of the Community Design Workshop(s) and

final consensus / funded design plan. The BODR shall include a summary of findings and exhibit(s) illustrating all proposed improvements under the current phase of the project, inclusive of water, stormwater, streetscape and landscape. In addition, the BODR shall include sufficient detail in plans, sections, notes and key descriptions to facilitate review by the various CITY permitting and planning divisions discussed in Task 1.7.

As a minimum, the draft BODR shall include discussions and graphics illustrating:

- Executive Summary summarizing the contents of the BODR
- A section reviewing the existing conditions to be improved.
- A section reviewing the planning process and development of the final recommended funded improvement plan. This section shall included detailed presentations of all proposed improvements.
- A project implementation plan, inclusive of utility and streetscape construction phasing and traffic control details with a discussion of expected impacts to the affected neighborhood.
- Proposed water -and stormwater improvements. A corridor study may be required if routing is not clearly indicated on existing planning documents, or if proposed routing is determined to be congested with existing improvements.
- A preliminary discussion of existing right-of-way encroachments, including the extent and locations of such.
- A section discussing general concepts which are unfunded items, but were byproducts from the planning process.
- A "budget" level cost estimate prepared in conformance with format provided by PROGRAM MANAGER. Estimates shall be provided for both current (funded) and unfunded improvements. Based upon the CONSULTANT's cost estimate, the CITY will advise the CONSULTANT if portions of the project need to be deleted, phased and/or bid as alternate bid items to satisfy existing fiscal constraints. The CONSULTANT shall revise the BODR to reflect such issues accordingly.

- A schedule for implementing the Project by phases (i.e. design, bid, award, construction) including critical issues and the time period allowed for resolving each issue.

- Discussion regarding permitting authorities having jurisdiction over Project and provide a list of permits typically retained by the Owner and / or Contractor. Unique and / or special permitting requirements shall be identified as well as permitting fees.

- Consultant shall provide a tabulation of quantities of each type of improvement unit item and other information required to allow City to establish life cycle operating and maintenance requirements and costs.

Five copies of the draft BODR shall be provided to the PROGRAM MANAGER for initial review and comments and shall contain the following sections, as a minimum: Executive Summary, Purpose and Scope, Existing Conditions, Funded Improvements and Unfunded Plan, Permitting and Implementation and Cost Estimates.

Deliverables: - Prepare 35 copies of the draft BODR.

Schedule: - Within 35 working days from completion of Community Design Workshop No. 2

Task 1.7 – Review of BODR with the CITY Departments: The CONSULTANT shall meet to receive, present and review the draft BODR with the following CITY Departments / review entities:

- City of Miami Beach Parks and Recreation Department
- City of Miami Beach Police Department
- City of Miami Beach Planning Department
- City of Miami Beach Public Works Department
- City of Miami Beach Fire Department
- City of Miami Beach Parking Department

The CITY will forward copies of the draft BODR to the above noted Departments. Comments shall be solicited and forwarded to the CONSULTANT for review / comment / response / incorporation into the draft BODR document. It is anticipated that the CONSULTANT shall attend a total of up to two meetings with the various Department representatives to review the various Department comments. The CITY and PROGRAM MANAGER will attend the noted review meeting(s) and assist the CONSULTANT, as practicable, in obtaining approvals from noted review agencies by participating in negotiations with such authorities. However, the CONSULTANT retains final responsibility for procuring all necessary approvals, and for implementing required revisions and resubmissions as necessary. The CONSULTANT and its key Sub-Consultants shall attend all meetings as deemed necessary. It is recognized by the CITY and PROGRAM MANAGER that the time period for obtaining approvals from the various review agencies is beyond the control of the CONSULTANT, except for issues concerning the acceptability of the proposed design concepts and the CONSULTANT's ability to respond to review agency comments. Hence, the CONSULTANT shall address and respond to comments received from the various reviews in writing, and implement requested revisions into the draft BODR, as agreed with the CITY and PROGRAM MANAGER, within ten (10) working days of receipt of comments, unless agreed to otherwise with PROGRAM MANAGER.

Upon incorporating the comments received from the various CITY Departments; the CONSULTANT shall revise its draft BODR and then present the full BODR (with requisite graphics and PowerPoint presentation materials) to the Historic Preservation Board. This presentation is intended for informational purposes only, and is not to be confused with the CONSULTANTs responsibilities regarding full / formal Historic Preservation Board presentation requirements discussed under the Design Phase Task.

Deliverables:
- Attend BODR review meetings.
- Address comments and revise BODR accordingly.
- Present BODR to HPB

Schedule:
- Within 60 working days of draft BODR completion.

Task 1.8 - Final Basis of Design Report: The CONSULTANT shall prepare a final BODR based on comments and revisions implemented during the reviews with the various the CITY Departments / review entities as noted in Task 1.7. This final BODR serves as the basis for development of detailed design documents as discussed in Task 2. It shall also be used as the basis for the CONSULTANT's presentation of the Final BODR to the City Commission for

approval. If the City Commission directs revision to the Final BODR, the CONSULTANT shall prepare an Addendum, in the CITY provided format, for distribution to all Final BODR holders.

Deliverables: - Prepare 35 copies of a final BODR and Addendum, as necessary.

- Present the BODR to the City Commission for approval

Schedule: - Within 20 working days after completion Task 1.7.

Task 1.9 – Additional Review Meetings:

In addition, to all required efforts noted above, the CONSULTANT shall attend and participate in up to five (5) additional meetings with those agencies / committees requesting revisions and / or other meetings requested by the CITY. The CONSULTANT and its key Sub-Consultants shall attend all meetings as deemed necessary.

TASK 2 –DESIGN SERVICES

The purpose of this Task is to establish requirements for the preparation of contract documents for the Project. Note that Task 2.1 requires that the CONSULTANT perform a variety of forensic tasks to verify, to the extent practicable, existing conditions and the accuracy of base maps to be used for development of the contract drawings. Task 2.2 discusses requirements for the preparation of contract documents, inclusive of drawings, specifications and front-end documents. Task 2.3 establishes requirements with regard to constructability and value engineering reviews to be performed by others. Task 2.4 establishes requirements for the preparation of opinions of total probable cost by the CONSULTANT. Task 2.5 specifies requirements for review of contract documents with jurisdictional permitting agencies prior to finalization. Task 2.6 establishes requirements for developing final (100%) contract documents. To facilitate the implementation of a Public Information Program, the CONSULTANT shall provide electronic files of all project documents, as requested by the CITY and/or PROGRAM MANAGER for posting on the program website. The CONSULTANT shall provide the electronic files for the front-end documents, technical specifications, and construction drawings in MS-Word, AutoCAD and Adobe Acrobat file format.

Due to the large number of projects that will be ongoing coincidentally during the Program, the CITY and PROGRAM MANAGER have developed a Design Standards Manual (DSM) detailing procedures, standards and policies regarding design of all Program projects. One copy of the DSM will be given to the CONSULTANT, who agrees to comply with all procedures set forth

therein. The CONSULTANT retains all responsibilities for providing and ensuring compliance of all applicable information / requirements in the DSM to all of its sub-consultants and agents.

Task 2.1 - Field Verification of Existing Conditions: The CONSULTANT shall perform a topographic survey of the existing right of way areas to be impacted by construction activities under the scope of this project. The topographic survey shall meet the minimum requirements noted in the attachment to this scope of services entitled "Minimum Design Features to be Shown on Drawings". In addition, note that the topographic survey shall include sufficient detail to allow for the smooth transition from public right of way to adjacent public / private property in the areas where existing improvements will be refurbished and will require transition to adjacent improvements. The survey shall be performed by a Professional Land Surveyor in the State of Florida and shall meet the minimum technical standards identified in Chapter 61G17-6, FAC. All survey files shall be prepared in AutoCAD Version 2000 format with a layering system as directed by the CITY in the DSM. As a minimum, the survey shall address the following:

- Topographic survey shall consist of establishing a baseline with 100-foot stations, and identify right-of-way monuments and sectionalized land corners. Baseline of survey shall be tied into the right-of-way and sectionalized land monuments. Right-of-way information shall be obtained from available records by the CONSULTANT.

- The CONSULTANT shall set benchmarks at convenient locations along the corridor to be used during both the design and construction phases of the project. As a minimum, permanent benchmarks shall be set at 1,000-foot intervals along the alignment. In addition, the CONSULTANT shall tie-in at least two existing government County monuments to vertical circuit and shall take cross sections at 100-foot intervals along all project corridors. The benchmarks shall be derived from existing government benchmarks and be carried into the proposed system using Second Order, Class II procedures A full listing of benchmark locations shall accompany the survey data.

- Cross section elevations shall define all grade breaks such as intersections, swale, edge of pavement, pavement centerline, curb and gutter, edges of sidewalk, driveway connections, right-of-way line, edge of a 5-foot right-of-way offset, encroachments (both natural and built-in), etc.

- The CONSULTANT shall locate and identify existing surface improvements / topographic features that are visible along the corridor , including but not limited to the following:

  - Existing valve boxes, water / electrical meter boxes, electrical pull boxes, telephone / cable risers, fences, hydrants, etc.
  - Aboveground and underground utilities invert elevations of accessible underground utilities, wood / concrete utility poles, culverts, guardrails, pavement limits, headwalls, endwalls, manholes, vaults, mailboxes, driveways, side streets, trees, landscaping, traffic signage and any other noted improvements. Survey shall identify fence material / height, and driveway construction materials. Landscaping materials with a trunk diameter greater than 6 – inches in diameter shall be identified individually. Materials with smaller diameters shall be illustrated in groupings.
  - Corridors to be surveyed will be as defined in Exhibit "A". Topographic survey / base map shall be prepared in AutoCAD Version 2000 and submitted on recordable Compact Disk with one signed and sealed copy on 22-inch by 34-inch bond paper. Note that all standards from the DSM shall apply to the development of the survey document. In addition, the CONSULTANT shall submit 3 copies of a preliminary Draft Survey for CITY and PROGRAM MANAGER review and comment. The CONSULTANT shall prepare a final survey submittal package based on addressing any / all comments submitted through this review process, to the satisfaction of the CITY. All CAD mapping shall be performed to a scale of 1:1 in the World Coordinate System. Text size shall be 100 Leroy for a final product at 1=20 units.
  - All corridor surveys shall indicate geometry of perimeter private property plats (inclusive of fences, landscaping and driveways) within the specified 5-ft setback.

Upon completion and acceptance of the final survey, the CONSULTANT shall forward same to the following agencies with a request to mark / identify respective utilities on the survey base map. The CONSULTANT shall coordinate this effort with each agency in an effort to identify the location of all existing underground utilities. The CONSULTANT shall incorporate utility owner markups / edits into its survey base map file. The

CONSULTANT shall contact the following entities and request that they each verify locations of their existing improvements in the affected areas:

- Florida Power and Light Company
- BellSouth
- Miami-Dade Water and Sewer Authority
- Charter Communications (Atlantic Broadband)
- Natural Gas provider
- City of Miami Beach Public Works Department
- Others as deemed necessary by the CONSULTANT

The CONSULTANT shall also request information regarding any future proposed improvements by each agency. To facilitate tracking of the progress made in this work effort, the CONSULTANT shall copy the PROGRAM MANAGER on all correspondence with each agency. In addition, the CONSULTANT shall keep a readily accessible and properly labeled / collated file of all correspondence and markups provided to it by the various agencies for reference use by the CITY, PROGRAM MANAGER and/or CONSULTANT, during construction.

Based on the collected data, the CONSULTANT shall develop detailed design base maps for the project. The maps shall include an overall key map and partial plans scaled at 1-inch equals 20 feet or a scale that better suits the project requirements.

It is important to note that the CONSULTANT shall illustrate proposed water and stormwater utility improvements on the base maps, with a subsequent review scheduled with CITY and PROGRAM MANAGER staff to determine locations where additional field verifications, via "Soft-Dig" underground identification services, shall be implemented.

Deliverables: - Perform forensic work as noted to develop final survey maps. Deliver three (3) draft five (5) final signed and sealed surveys to the PROGRAM MANAGER.

Schedule: - Within 80 working days after Task 2 - Design Phase Notice to Proceed.

Task 2.2 – Detailed Design: The CONSULTANT shall prepare all contract documents in compliance with DSM standards.

Technical specifications shall be prepared in conformance with Construction Specifications Institute (CSI) formats. The PROGRAM MANAGER, through the DSM, shall furnish the CONSULTANT with standard CITY specification outlines for Divisions 1, 2, 3 and 15 as noted in the DSM. The CONSULTANT shall refrain from amending FDOT, or other reference standard specifications, for inclusion in the detail design documents. The CONSULTANT shall provide additional sections that the CONSULTANT may require, not already provided through the CITY standards, subject to review and comment by the CITY and/or PROGRAM MANAGER. Any supplier listings required by specifications shall include a minimum of two named supplier's and shall meet all applicable CITY and State of Florida procurement codes. Specifications shall be provided to the CONSULTANT in "Microsoft MS-Word" format. In addition, the CONSULTANT shall use the same software in all project related work. In addition, the CONSULTANT shall utilize base front-end documents provided by the CITY. The CONSULTANT shall edit accordingly to result in a project specific document. Any requirements for Supplementary General Conditions shall be subject to review and acceptance by the CITY.

The CONSULTANT shall attend monthly Design Progress Meetings with CITY and PROGRAM MANAGER staff.

The CONSULTANT shall submit monthly invoice requests for its services, accompanied by a design progress schedule update form as provided by the PROGRAM MANAGER. Invoices shall be prepared in a format as provided by the CITY, through the PROGRAM MANAGER. As a part of this effort, the CONSULTANT shall update and submit the schedule update form.

Should the PROGRAM MANAGER determine that the CONSULTANT has fallen behind schedule; the CONSULTANT shall provide a recovery schedule that shall accelerate work to get back on schedule.

For purposes of this Scope of Services, the following will be considered the minimum effort to be provided by the CONSULTANT for establishing detail design milestone submittals. Note that CITY review procedures, and CONSULTANT responsibilities associated with such, are discussed under Task 2.3:

- The 30% design completion stage milestone shall consist of the completed survey / base map work as identified in Task 2.1 with all proposed improvements identified in approved BODR illustrated in plan view at a scale of 1-inch equals 20 feet. A key map shall also be provided on all sheets that illustrates the relationship between the drawings and their respective location within the project area. A Table of Contents identifying the anticipated technical specifications to be incorporated into the work shall also be submitted.

  It is important to note that as a part of the 30% design completion stage effort, the CONSULTANT shall prepare detailed tabulation of all encroachments within the public right-of-way in the project area. The tabulation shall be presented in a format that identifies those encroachments that exist within the right-of-way and do not require removal in order to construct the project and those encroachments required to be removed in order to implement the project components. This tabulation shall include, at a minimum, description of the encroachment, location (block / lot number or physical address), a description identifying the encroachment, and a justification / reason why the encroachment must be removed (to be provided only for those encroachments required to be removed to implement the project components). The PROGRAM MANAGER will provide the CONSULTANT with an "Excel" spreadsheet template for mandatory use in preparation of the listing. Please note that the CONSULTANT shall be required to submit a "Draft" listing for review and comment, and make subsequent revisions as noted by the CITY, prior to submitting a Final Encroachment listing.

- The 60% design completion stage milestone shall consist of plan and profile views of all proposed improvements, with all applicable sections and construction details. Note that the respective profile for each plan shall be included on the same sheet. In addition, a reduced scale key map shall be provided on each sheet to allow the reviewer a simple means to locate the applicable work. Prior to the preparation of the 60% design completion stage drawings, the

CONSULTANT shall incorporate changes to its design based upon its underground utility verification efforts and review comments received, as noted in Task 2.3 below. In addition, the CONSULTANT shall include draft technical specifications and a draft schedule of prices bid (bid form) identifying the items to be bid by the prospective contractors with the submittal. Also, this submittal shall include the CONSULTANTs "Budget" level opinion of probable cost as defined by the American Association of Cost Engineers with the submittal.

It is anticipated that the CITY will be at or near completion of reviewing the CONSULTANTs Final encroachment listing. When completed, the listing will be returned to the CONSULTANT, who will revise its documents to reflect final CITY direction on the acceptance / rejection of CONSULTANT recommendations regarding the disposition of encroachments on the project. The CONSULTANT shall demonstrate compliance with this requirement at the 90% design completion stage submittal noted below.

- The 90% design completion stage milestone shall consist of a near final construction document set including the front-end documents (general and supplemental conditions), technical specifications and construction drawings for all work proposed to be completed. The CONSULTANT shall include detailed construction sequencing restrictions for the PROGRAM MANAGER's review with this submittal. Prior to the preparation of the 90% design completion stage drawings, the CONSULTANT shall incorporate changes to its design based upon review comments received, as noted in Task 2.3 below In addition, the CONSULTANT shall provide its "Definitive" level opinion of probable cost as defined by the American Association of Cost Engineers with this submittal.

- The 100% design completion stage milestone shall consist of the 90% documents updated to include all constructability and design review comments as may be provided by the CITY, PROGRAM MANAGER and/or jurisdictional review agency. This set of documents will be used by the CONSULTANT to implement City of Miami Beach Building Department Permitting Reviews as noted in the PWP.

Deliverables:

- Furnish fifteen (15) sets each of the 30, 60, 90 and 100 percent design completion stage documents to PROGRAM MANAGER, as applicable (ten full size and five half size for each submittal)
- Prepare and update project invoices and schedule tracking spreadsheets, on a monthly basis.
- Attend monthly design progress meetings with CITY and PROGRAM MANAGER staff.

Schedule:

- Complete 30 percent document submittal within 80 working days after the Task 2 – Design Phase Notice to Proceed.
- Complete 60 percent document submittal within 160 working days after Task 2 - Design Phase Notice to Proceed.
- Complete 90 percent document submittal within 240 working days after Task 2 - Design Phase Notice to Proceed.
- Complete 100 percent document submittal within 300 working days after Task 2 - Design Phase Notice to Proceed.

Task 2.3 – Design / Constructability Review: To verify that the CONSULTANT is in compliance with required BODR, DSM and PWP requirements, the CITY will conduct a series of design submittal reviews on all design project documents, inclusive of cost estimates at the 30, 60 and 90% design completion stage submittals. Note that the 100% design completion stage submittal will be used by the CONSULTANT to permit the project through all internal CITY reviews as noted in the PWP.

The purpose of these reviews shall be to verify that the documents are consistent with the design intent. These documents shall be furnished as bound 8-1/2-inch by 11-inch technical specifications and full-size (22-inch by 34-inch) and half size (11-inch by 17-inch) drawings as noted in the Task 2.2 deliverables. The PROGRAM MANAGER and applicable CITY Departments shall perform reviews on these documents and provide written comments (in "Excel" spreadsheet format) back to the CONSULTANT.

Following receipt of comments by the CONSULTANT, a meeting may be scheduled between the CITY, the CONSULTANT and PROGRAM MANAGER, to discuss the intent and review of the comments. Subsequently, the CONSULTANT shall address how each comment was resolved, to the PROGRAM MANAGER, within 10 working days after the review session and/or receipt of the comments. The responses shall be in the spreadsheet format provided to the CONSULTANT. In addition, the CONSULTANT shall revise its documents to address all review comments accordingly, to the satisfaction of the CITY.

In addition, the PROGRAM MANAGER will perform constructability reviews of the design documents relative to value, construction sequencing and bid format. These reviews shall be based upon 60 and 90 percent design submittals received from the CONSULTANT and shall be conducted concurrently but separately from the 30, 60 and 90 percent design reviews noted above. These constructability review meetings shall be held with the CONSULTANT and the CITY representatives to discuss the CONSULTANT's proposed construction sequencing restrictions, and bid formats, and shall be performed by the PROGRAM MANAGER.

The CONSULTANT shall note that the CITY's / PROGRAM MANAGER's review of the contract documents does not relieve the CONSULTANT from its responsibility to the CITY with regard to the quality and completeness of its contract documents.

Deliverables:

- Attend meetings with the CITY and PROGRAM MANAGER staff to review and discuss design constructability and value comments.
- Prepare written responses to comments made during reviews.

Schedule:

- Complete concurrently with 300 working day Design Phase schedule.

Task 2.4 – Cost Opinions: The CONSULTANT shall prepare opinions of probable construction costs for the 60 and 90% design completion stage submittals, as well as the final (100 percent) completion stage submittal. The accuracy of the cost estimate associated with the 60 percent completion stage shall be +30% to –15% "Budget" Level as defined by the American Association of Cost Engineers. The accuracy of the cost estimate associated with the 90 and

100 percent completion stage submittals shall be a +15% to –5% "Definitive" Level Estimates as defined by the American Association of Cost Engineers. All estimates shall be submitted in Microsoft "Excel" format in accordance with the template supplied by PROGRAM MANAGER. All estimates shall be furnished bound in 8-1/2-inch by 11-inch size. Based upon the CONSULTANT's cost estimate, the CITY will advise the CONSULTANT if portions of the project need to be deleted, phased and/or bid as alternate bid items to satisfy existing fiscal constraints. In this effort, the CONSULTANT may be required to attend a series of meetings and develop alternative cost savings options for CITY consideration, if the estimates show that the projected project cost will exceed the target budget. The CONSULTANT shall revise the contract documents to reflect necessary revisions to meet budget parameters at no additional cost accordingly.

Deliverables:

- Furnish fifteen (15) sets of 60, 90 and 100 percent completion stage cost estimates to PROGRAM MANAGER concurrently with the design submittals noted in Task 2.2.

- Attend meetings with the CITY and PROGRAM MANAGER staff to review and discuss cost estimates. This Task includes development of any required cost savings alternatives, and implementation / revision of documents to address such items, as necessary to meet established budget parameters.

Schedule:

- Complete concurrently with 300 working day Design Phase schedule.

Task 2.5 – Community Design Review Meetings

The CONSULTANT shall attend and participate in Community Design Review Meetings (CDRMs) to review the design progress and concept at different progress levels during the design. The CITY will schedule, find locations for, and notify residents of all such meetings. The CONSULTANT shall prepare draft meeting minutes and forward them to PROGRAM MANAGER, who shall review, provide comments and distribute, accordingly. The CONSULTANT shall prepare for, attend and present its documents at up to two (2) CDRMs per Bid Package. Meetings shall be scheduled at the 60% and 90% design completion stages. Note that presentation format shall consist of a brief Power Point presentation to review Project

status, plus review of actual full size plans for each project. The CONSULTANT shall provide sufficient staff at the meeting to address concerns by residents at multiple plan stations. It is anticipated that the CONSULTANT will attend one Pre-CDRM meeting with CITY and PROGRAM MANAGER staffs to review the proposed format of the presentation for each planned CDRM.

Task 2.6 - Document Revisions: Based upon the input provided by the residents at the CDRM, the CONSULTANT shall incorporate necessary contract document revisions, as approved by the CITY.

Task 2.7 – Permitting Reviews: The CONSULTANT shall prepare applications and such documents and design data as may be required to procure approvals from all such governmental authorities that have jurisdiction over the Project(s). The CITY will pay all permit fees. The CONSULTANT shall participate in meetings, submissions, resubmissions and negotiations with such authorities. The CONSULTANT shall respond to comments by such authorities within ten working days of receipt of comments unless a different time is agreed to by PROGRAM MANAGER. It is the intent of this scope of services that the CONSULTANT be the responsible party for formally transmitting and receiving permits to and from the respective jurisdictional authorities. However, since the PROGRAM MANAGER is to track and monitor progress on the preparation and review of permits and subsequent requests for information, the CONSULTANT shall copy the PROGRAM MANAGER on all permit related correspondence. This includes CONSULTANT generated minutes from meetings held with related parties. The PROGRAM MANAGER will forward copies of such documents to the CITY as appropriate. It is recognized by CITY that the time period required for obtaining permits is beyond the control of the CONSULTANT, except with regard to issues concerning the permittability of the proposed design and the CONSULTANT's ability to respond to permitting agency requests for information in a timely manner. At the time of scope preparation, the following governmental authorities that have or may have jurisdiction over Project have been identified:

- United States Environmental Protection Agency
- U.S. Army Corps of Engineers
- Florida Department of Transportation
- Florida Department of Environmental Protection

- South Florida Water Management District
- Miami-Dade Water and Sewer Authority
- Miami-Dade Department of Public Works
- Miami-Dade Department of Health and Rehabilitative Services
- Miami-Dade Department of Environmental Resource Management
- The City of Miami Beach Building Department
- The City of Miami Beach Planning Department
- The City of Miami Beach Historic Preservation Board
- The City of Miami Beach Public Works Department

Note that the CITY's failure to identify governmental authorities that have jurisdiction over Project at this time does not relieve the CONSULTANT from the responsibility to procure all requisite permits. However, an equitable adjustment to the CONSULTANT's compensation may be negotiated if deemed appropriate by the CITY.

Deliverables:

- Correspond with noted jurisdictional authorities to establish permitting requirements.
- Revise documents and respond to permitting inquiries as required.
- Attend meetings with the CITY, PROGRAM MANAGER and/or permitting agency staff as required to review, discuss and finalize permit procurement

Schedule:

- Complete concurrently with 300 working day Design Phase schedule.

Task 2.8 – The CONSULTANTs QA/QC of Design Documents: The CONSULTANT shall establish and maintain an in-house Quality Assurance / Quality Control (QA/QC) program designed to verify and ensure the quality, clarity, completeness, constructability and bid ability of its contract documents. To this end, the CONSULTANT shall provide the CITY and PROGRAM

MANAGER with a written narrative detailing its QA/QC program tasks and how it is to be implemented over the course of this project. The CITY and/or PROGRAM MANAGER, at its discretion may require that the CONSULTANT attend meetings to review the status and present results of its QA/QC efforts. Items to be addressed may include, but shall not be limited to, review of specifications by respective technical experts and a "Redi-check" type review of the documents to identify conflicts and inconsistencies between the various project disciplines.

TASK 3 –BIDDING AND AWARD SERVICES

Please note that the Tasks below address the level of service required for a traditional Advertise / Bid / Award process. As an alternative to this traditional bidding process outlined herein, the City may consider implementing the project via the Job Order Contract (JOC) system. If such decision is made, it is understood that the Consultant's hours assigned to traditional bidding tasks would be re-distributed, on a not to exceed basis, to complete tasks related to procurement of the job through the JOC system, including, but not limited to the following:

- Participation at the Joint Scope Meeting
- Assistance in filling out JOC standard forms, including Brief Request for Proposal and Notice to Proceed (Suggested Language Only. City to input forms into system)
- Review of JOC unit cost proposal
- Participation in negotiation meetings with JOC Contractor

Note that all other duties of the CONSULTANT are not affected by the use of the JOC system.

Task 3.1 - Construction Contract Document Review: The CONSULTANT shall assist the CITY in the bidding and award of each construction contract. The PROGRAM MANAGER, through the CITY, shall transmit contract documents prepared by the CONSULTANT to the CITY's Risk Management, Legal and Procurement Departments for verification of appropriate insurance, form and bonding requirements. The CONSULTANT shall assist PROGRAM MANAGER in this effort by providing three copies of each Construction Contract Document and participating in meetings, submissions, resubmissions and discussions with these departments, as necessary. The CONSULTANT shall address and re-submit corrections to any CITY

comments within ten calendar days of receipt of comments unless a different time schedule is agreed to by the PROGRAM MANAGER. The CONSULTANT's compensation has been based upon one meeting with these departments for each bid package.

Task 3.2 - Bid Document Delivery: The CONSULTANT shall provide the PROGRAM MANAGER with reproducible, camera ready, sets of contract documents for each bid package. These documents shall include responses to all comments obtained during permit reviews and shall incorporate all corrections required by the permitting agencies. The CITY Procurement Department shall reproduce documents and handle the advertising, distribution, sale, maintenance of plan holder lists and other aspects of bid document delivery to prospective Bidders.

Task 3.3 - Pre-Bid Conference and Bid Opening: The PROGRAM MANAGER will conduct one pre-bid conference for each bid package. The CONSULTANT shall attend each pre-bid conference and each bid opening for each bid package.

Task 3.4 - Addenda Issuance: The CONSULTANT shall provide, through the PROGRAM MANAGER, timely responses to all inquiries received by the CITY from prospective bidders. These responses shall be prepared as written addenda, with the format for such addenda as provided to the CONSULTANT by PROGRAM MANAGER. These queries and responses shall be documented and a record of each shall be transmitted to the PROGRAM MANAGER on a same day basis. The CONSULTANT shall prepare necessary addenda as requested by PROGRAM MANAGER. The CITY will distribute addenda to all plan holders of record accordingly.

Task 3.5 - Bid Evaluation: Within five calendar days of receipt of bids, the CITY will forward Bids to the CONSULTANT, who in turn shall evaluate bids for completeness, full responsiveness and price, including alternative prices and unit prices, and shall make a formal written recommendation to the CITY regarding the award of the contract. Non-technical bid requirements shall be evaluated by others.

This scope of services includes no allowance for the CONSULTANT's time to assist the CITY in the event of a bid protest. To the proportionate extent the CONSULTANT's services are required in the event of a bid protest, due to a direct action or lack thereof by the CONSULTANT, the CONSULTANT shall participate in such activities at no additional cost to the CITY.

Task 3.6 - Contract Award: The CONSULTANT shall provide eight (8) sets of Construction Contract Documents, inclusive of Addenda, for execution by the CITY and the successful bidder within five calendar days of request by the CITY.

Task 3.7 – As- Bid Contract Documents: After contract award and prior to the preconstruction conference, the CONSULTANT shall prepare As-Bid construction contract documents, which incorporate the following items into the construction contract documents:

- Contractor's bid submittals, including but not limited to, bid proposal, insurance, licenses, etc.
- Amend / modify front-end documents and / or technical specifications to incorporate changes made via contract addenda.
- Revise construction contract drawings to include modifications / revisions incorporated via contract addenda as well as the previously incorporated permit review comments.

The CONSULTANT shall prepare As-Bid construction contract documents and reproduce fifteen (15) sets for distribution to PROGRAM MANAGER within ten (10) calendar days after City Commission approval / contract execution.

The following apply to Task 3.1 through 3.7:

Deliverables-
- Attend and participate in Pre-bid conferences and bid openings.
- Respond to questions from prospective bidders and prepare Addenda for distribution by others.
- Prepare recommendation of award letter

  Provide eight (8) sets of contract documents for contract execution
- Prepare As-Bid contract documents and reproduce fifteen (15) sets and forward to PROGRAM MANAGER.

Schedule:
- Upon receipt of Task 3 Bidding and Award Services Notice to Proceed and within 120 working days

TASK 4 –CONSTRUCTION ADMINISTRATION SERVICES

The CONSULTANT shall perform the following tasks related to the construction administration of the Project(s). These tasks shall be performed during the duration of all construction on both Bid Packages. Due to the extensive amount of detailed procedures required to properly manage construction projects, the PROGRAM MANAGER has developed a Construction Management Manual (CMM) for the construction phase of the Infrastructure Improvement Program. This CMM augments the general program guidelines established in the Project Work Plan (PWP), as provided to the CONSULTANT by the PROGRAM MANAGER at the commencement of the Project, and provides uniform procedures and guidelines for managing the interface between the CITY, Contractor, PROGRAM MANAGER and CONSULTANT staffs.

It is anticipated that the construction timeframes for Bid Package 9A will be approximate 24 months and Bid Package 9B will be approximate 24 months. The CONSULTANT's compensation is based upon the administration of separate construction bid packages being implemented on concurrent timelines. However, separate Contractors are assumed.

Task 4.1 – Pre-Construction Conferences: The CONSULTANT shall attend one pre-construction conference for each Project. The PROGRAM MANAGER will prepare and distribute meeting minutes to all attendees and other appropriate parties. At this meeting, it is anticipated that the PROGRAM MANAGER will issue a Limited Notice to Proceed. A final Notice to Proceed shall be issued upon receipt of a final schedule and procurement of all applicable construction permits from the Contractor.

Deliverables: - Attend and participate in one pre-construction conference for each project

Schedule: - As scheduled by PROGRAM MANAGER after receipt of Task 4 Notice to Proceed.

Task 4.2 – Weekly Construction Meetings: The CONSULTANT shall attend weekly construction meetings with the Contractor, PROGRAM MANAGER and applicable CITY representatives on each Project. The purpose of these meetings shall be to review the status of construction progress, shop drawing submittals and contract document clarifications and interpretations. In addition, the Contractor shall furnish a two-week look ahead work schedule to allow for proper coordination of necessary work efforts. These meetings shall also serve as a forum for discussion of construction issues, potential changes / conflicts and any other

applicable matters. The meetings may include site visits to visually observe / address construction related concerns. The site visits shall be separate and distinct from the "Specialty Site Visits" discussed under Task 4.6. The PROGRAM MANAGER will prepare and distribute meeting minutes to all attendees and other appropriate parties.

Deliverables: - Attend and participate in weekly construction progress meetings for each Bid Package

Schedule: - - Weekly throughout the project duration.

Task 4.3 – Requests for Information / Contract Document Clarification (RFIs / CDCs): The PROGRAM MANAGER will receive, log and process all RFIs / CDCs. Whenever an RFI involves the interpretation of design issues or design intent, the PROGRAM MANAGER will forward the RFI to the CONSULTANT, who shall prepare a written response in a timely matter and return it to the PROGRAM MANAGER. In addition, the CONSULTANT may be requested by the PROGRAM MANAGER to prepare and forward CDCs should certain items within the contract documents require clarification.

Deliverables: - - Respond to those RFI's that involve design interpretations and return to PROGRAM MANAGER's office. Issue CDCs as required.

Schedule: - Ongoing throughout project construction duration for both Bid Packages.

Task 4.4 – Requests for Changes to Construction Cost and/or Schedule: The PROGRAM MANAGER will receive, log and evaluate all requests for project cost and/or schedule changes from the Contractor. Such requests may be the result of unforeseen conditions, interferences identified by the Contractor during the routine progress of work, inadvertent omissions (betterment) issues in the contract documents, permitting requirements that arise after the contract award, and/or additional improvements requested by the CITY. Regardless of the source, the PROGRAM MANAGER will evaluate the merit of the request, as well as a cursory review of the potential impact of the change in terms of project cost and schedule. The PROGRAM MANAGER may also review the request with the CONSULTANT, who shall provide a written opinion as to the merit / value, upon request. It is understood that no legal claims assistance or support services are inferred by the work effort noted under this Task.

Deliverables:- - Perform independent review of request for cost increase and/or time extension.

- Coordinate and participate in meetings, as required, with the PROGRAM MANAGER, CITY and Contractor to resolve and/or negotiate the equitable resolution of request. Provide written opinion and / or recommendation upon request.

- Prepare change order documentation in CITY directed format

Schedule: - Ongoing throughout project construction duration for both Bid Packages.

Task 4.5 – Processing of Shop Drawings: The PROGRAM MANAGER will receive, log and distribute shop drawings to the CONSULTANT for its review. The CONSULTANT shall have 14 calendar days from the time of receipt in its office, to review and return shop drawings to the PROGRAM MANAGER's office.

Deliverables:- - Review Shop Drawings and return them to PROGRAM MANAGER's office.

Schedule: - - Ongoing throughout project construction duration.

Task 4.6 – Field Observation Services: The PROGRAM MANAGER will provide field staff to observe the construction of the work. The CONSULTANT shall provide specialty site visits by various design disciplines (civil, mechanical, landscaping, etc...) on an as requested basis. For the purposes of this scope of services, it is assumed that monthly specialty site visits are included. Specialty site visits are assumed to include one or more of the CONSULTANTs Team attendance, as may be requested by the CITY, to review, discuss, resolve field conditions and issues at the job site. Attendance shall be as requested, although a minimum of 24 hour notice will be provided when possible. In cases where conditions require immediate action, the CONSULTANT shall make itself available in the field, as soon as possible, to review / respond to necessary issues.

Deliverables: - Provide monthly specialty site visits for each Bid Package.

Schedule: - Ongoing throughout project construction duration for both Bid Packages.

Task 4.7 – Project Closeout: Upon receiving notice from the PROGRAM MANAGER advising the CONSULTANT that a Project is substantially complete, the CONSULTANT, in conjunction with appropriate CITY and PROGRAM MANAGER staff, shall conduct an overview of the Project. The overview shall include development of a "punch list" of items needing completion or correction prior to consideration of final acceptance. The PROGRAM MANAGER will develop the list with assistance from the CITY and the CONSULTANT. The list shall be forwarded to the Contractor. For the purposes of this Task, please note that substantial completion shall be deemed to be the stage in construction of the Project where the Project can be utilized for the purposes for which it was intended, and where minor items may not be fully completed, but all items that affect the operational integrity and function of the Project are capable of continuous use.

Upon notification from the PROGRAM MANAGER that all remaining "punch list" items have been resolved, the CONSULTANT, in conjunction with appropriate CITY and PROGRAM MANAGER staff, shall perform a final review of the finished Project. Based on successful completion of all outstanding work items by the Contractor, the CONSULTANT shall assist in closing out the construction contract. This shall include a final punch list walk throughs for verification of completion

Deliverables:- Attend field meetings to review substantial and final completion and assist in development of "punch lists".

Schedule: - At the Substantial and Final completion of each project

TASK 5 – ADDITIONAL SERVICES

Task 5.1 – Transportation Study

During the planning phase, the CONSULTANT shall have a study conducted of the existing transportation system within the Project area to incorporate any traffic calming, parking, pedestrian access, or vehicular flow improvements into the proposed right of way improvements. The study shall address the following issues:

- CONSULTANT shall assess the existing parking situation within the project area. The businesses and residences in City Center area rely heavily on on-street parking in addition to several public and private parking facilities. CONSULTANT shall work with neighborhood and city representatives to identify the most palatable times and locations for temporary parking relocation during construction.

- CONSULTANT shall analyze urban transportation operations to ensure the local streets can be improved to operate at optimal levels of service for both vehicles and pedestrians. CONSULTANT shall analyze conditions and suggest mitigation measures to keep traffic flowing in the most efficient way. Maintenance of traffic during construction is also a clear need in the planning process.

- CONSULTANT shall analyze high crash intersection locations using data available from FDOT, Miami-Dade County and City databases. Pedestrian sight distances are known to contribute to unsafe intersections in the study area. Hazardous locations will be identified and appropriate streetscape improvements proposed.

- CONSULTANT shall consider potential traffic calming treatments for Project areas such as 17th Street where high vehicular speeds are observed.

- CONSULTANT shall identify improvements intended to visually and functionally improve pedestrian corridors including specifically 18th Street and 19th Street between Washington and Collins and all connections between the Convention Center/City Hall/Botanical Garden and Lincoln Road.

- A traffic plan for special events is needed to maintain traffic flow within the project area and to ensure a higher level of mobility for transit vehicles and safety for pedestrians and cyclists. CONSULTANT shall quantify these events in a number of categories and develop a plan to address each type in the future in line with the new streetscapes, traffic calming treatments etc.

- CONSULTANT shall evaluate shortcomings in the pedestrian network, and recommend improvements together with priority and funding strategies. CONSULTANT shall ensure that the pedestrian improvements incorporated in this plan will serve the safety and mobility of people on foot in the most efficient way.

Deliverables: - Prepare 15 copies of a report.

- Present the report to the CITY and PROGRAM MANAGER for approval

Schedule: - Within 180 working days after Task 1 Notice to Proceed.

TASK 6 - REIMBURSABLES

Task 6.1 – Reproduction Services: The CONSULTANT shall be reimbursed at the usual and customary rate for reproduction of reports, contract documents and miscellaneous items, as may be requested by the CITY. Unused amounts in this allowance shall be credited back to the CITY at the completion of the project.

Task 6.2 – Travel and Subsistence: The CONSULTANT shall be reimbursed at the United States Internal Revenue Service established rate for travel and subsistence, up to the maximum not-to-exceed amount as noted. Unused amounts in this allowance shall be credited back to the CITY at the completion of the project.

Task 6.3 – Surveying: The CONSULTANT shall arrange for and coordinate the efforts of licensed surveyors to prepare a topographical survey of all CITY public rights-of-way within the project limits to meet the intent of the approved project Scope. This effort shall meet the requirements set forth in Task 2.1. Unused amounts in this allowance shall be credited back to the CITY at the completion of the project.

Task 6.4 - Geotechnical Evaluation: The CONSULTANT shall contract the services of a professionally licensed geotechnical firm to perform boring / test excavations as necessary to ascertain soil conditions, in an effort to identify existing conditions for pipe bedding and stormwater management considerations. The scope of such services shall be subject to review and acceptance by the CITY. Costs shall be limited to a $15,000 not-to-exceed amount. Unused amounts shall be credited back to the CITY at the completion of the project.

Task 6.5 – Underground Utility Verification: The CONSULTANT shall contract the services of an underground utility location service to perform vacuum extraction excavations, in an effort to better identify existing underground conditions where work is to be performed. Actual locations shall be as directed by the CONSULTANT, subject to CITY review and acceptance. Costs shall be limited to a $25,000 not-to-exceed amount. Unused amounts shall be credited back to the CITY at the completion of the project.

Minimum Design Features to Be Shown On Drawings

The CONSULTANT shall note that the following criteria indicate the minimum design standards to be shown on drawings. The CONSULTANT is encouraged to review and recommend changes as it deems necessary, subject to the review and acceptance of the CITY and the PROGRAM MANAGER.

Paving, Grading and Drainage Plans

- Show existing grade / topography, centerline roadway, edge of pavement, back of sidewalk, top of curb, gutter flow line
- Show proposed grade along the centerline of the road at 50 centers, limits of road work, inlets, curb and gutter and sidewalk
- Show limits of demolition / removal
- Show limits of proposed work
- Identify all surface features of all existing and proposed work
- Identify driveway locations
- Identify proposed structures
- Identify linear footage of pipe, pipe invert elevation, diameter and material

Paving, Grading and Drainage Details

- Show proposed cross sections with topographical information at key locations
- Identify the following minimum information on cross sections:
  - Existing utilities
  - Proposed road slope, lane width, sidewalk width and surface features within the right-of-way
  - Road construction details for the sub-base and base and asphalt
  - Proposed utility locations
- Conflict manhole detail
- Manhole details
- Driveway replacement section
- Catch basin details
- Exfiltration trench details
- Drainage pipe trench detail
- Restoration Details – All pipes
  - Roadway
  - Sidewalk
  - Curb and gutter

Water Distribution and Sanitary Sewer Plans

General

- Identify existing utilities
- Show future utilities proposed by others
- Identify trees / landscaping to remain in place

Sanitary Sewer

- Manhole details
- Connection to existing manholes (pre-cast / brick)
- Connection to existing service laterals and mainline
- Show sanitary sewer manhole / flow direction
- Show sanitary sewer (single service)
- Show sanitary sewer (double service)
- Show sanitary sewer pipe diameter, linear feet, material and slope along pipe length
- Show rim and pipe invert elevations on sanitary sewer manholes
- Indicate sanitary sewer (existing / proposed) clean out locations
- Indicate sanitary sewer service invert elevation at the right-of-way for new services

Sanitary Sewer Profiles

- Identify sanitary sewer manhole number, rim elevation, invert elevations of incoming and outgoing pipes
- Show sanitary sewer pipe diameter, linear footage and slope
- Show existing utilities, diameter, type and invert of pipe elevation

Water Distribution System

- Show location of single and double water meter boxes
- Identify fire hydrant assembly
- Identify fitting locations
- Identify limits of restrained joints
- Identify deflection limits
- Identify water sampling points
- Identify dead end blow-offs

- Identify air release valves
- Identify pipe diameter and material
- Stationing

Pressure Pipe Profiles

- Show top of pipe elevation
- Identify location of air release valve at high points
- Identify vertical / horizontal deflection and/or fittings
- Identify minimum cover requirements
- Provide details of major utility crossings
  - Jack and bore
  - Horizontal directional drilling
  - Subaqueous crossing
  - Aerial crossing
  - Culvert crossing

ATTACHMENT B

SCHEDULE B
CITY OF MIAMI BEACH
RIGHT OF WAY INFRASTRUCTURE PROGRAM A-E CONSULTANT
CONSULTANT'S COMPENSATION FEE SCHEDULE
Bid Pacakge 9A

TASK NO.	TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SR. ENGINEER	ENGINEER	JR. ENGINEER	CONSTR. MGR.	CADD OPR.	CLERICAL	TOTAL HOURS	TOTAL COST
1	**PLANNING SERVICES (FY 2004)**										
1.1	PROJECT KICK-OFF MEETING	8	16	16	0	0	0	0	4	44	$5,028
1.2	PROJECT SITE RECONNAISSANCE VISIT	8	16	8	0	0	0	0	0	32	$3,984
1.2.1	DEVELOPMENT OF ALTERNATIVE STREETSCAPE TREATMENTS	20	80	80	0	0	0	40	20	240	$24,300
1.2.2	DEVELOP BUDGET LEVEL COST ESTIMATE ALTERNATIVES	8	24	32	16	0	0	0	4	84	$9,156
1.3	ATTEND "VISIONING" SESSION	12	32	32	12	12	12	0	12	124	$12,876
1.4	REVIEW MEETINGS PRIOR TO COMMUNITY DESIGN	8	20	10	0	0	0	0	2	40	$4,770
1.4.1	REFINE ALTERNATIVES PRIPOR TO DESIGN WORKSHOPS	20	80	80	40	0	0	40	8	268	$27,360
1.5.1	COMMUNITY DESIGN WORKSHOP NO. 1	12	30	30	30	0	0	8	8	118	$12,132
1.5.2	COMMUNITY DESIGN WORKSHOP NO. 2	12	30	30	30	0	0	8	8	118	$12,132
1.5.3	ADDITIONAL 10 MEETINGS WITH ADJACENT PROJECT OWNERS	20	20	0	0	0	0	0	10	50	$5,850
1.6	BASIS OF DESIGN REPORT (DRAFT)	40	80	80	80	80	20	100	100	580	$49,260
1.6.1	DEVELOPMENT OF DRAINAGE MODEL	8	150	200	0	0	0	20	20	398	$42,780
1.6.2	PRELIMINARY DISCUSSIONS WITH PERMITTING AGENCIES	20	40	40	0	0	0	0	0	100	$12,120
1.6.3	ADDITIONAL PLANNING SERVICES (PALM VIEW)	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B		
1.6.4	ADDDITIONAL PLANNING SERVICES (FLAMINGO)	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B		
1.7	REVIEW OF BODR W/ CITY DIVISIONS	20	40	40	0	0	0	0	0	100	$12,120
1.8	BASIS OF DESIGN REPORT (FINAL)	20	80	80	80	80	20	20	40	420	$39,240
	TOTAL BODR PHASE									2,716	$273,108
2	**DESIGN SERVICES (FY 2005)**										
2.1	FIELD VERIFICATION OF EXISTING CONDITIONS	40	40	150	150	150	0	0	0	530	$53,352
2.2	DETAILED DESIGN	0	0	380	440	440	0	2,430	270	3,960	$265,918
2.3	DESIGN / CONSTRUCTABILITY REVIEW	240	240	0	0	0	150	0	100	730	$88,920
2.4	COST OPINIONS	40	40	40	100	100	40	0	0	360	$37,066
2.5	COMMUNITY DESIGN REVIEW MEETINGS	10	10	0	0	0	0	0	0	20	$2,808
2.6	DOCUMENT REVISIONS	0	0	10	0	0	0	20	20	50	$3,182
2.7	PERMITTING REVIEWS	20	40	20	0	0	0	0	0	80	$10,358
	TOTAL DESIGN PHASE									5730	$461,604
3	**BIDDING AND AWARD SERVICES (FY 2006)**										
3.1	CONSTRUCTION CONTRACT DOCUMENT REVIEW	8	8	16	16	16	16	0	4	84	$9,072
3.2	BID DOCUMENT DELIVERY	0	4	0	0	0	0	0	4	8	$714
3.3	PRE-BID CONFERENCE	4	4	8	4	4	0	0	4	28	$2,998
3.4	ADDENDA ISSUANCE	4	8	8	8	8	0	0	4	40	$4,218
3.5	BID EVALUATION	4	8	8	8	8	8	0	4	48	$5,153
3.6	CONTRACT AWARD	0	4	0	0	0	0	0	8	12	$909
3.7	AS-BID CONTRACT DOCUMENTS	0	4	0	0	0	0	0	16	20	$1,298
	TOTAL BIDDING PHASE									240	$24,362
4	**CONSTRUCTION ADM. SERVICES (2006-2007)**										
4.1	PRE-CONSTRUCTION CONFERENCE	4	8	8	8	8	8	0	4	48	$5,359
4.2	WEEKLY CONSTRUCTION MEETINGS (24 MONTHS)	52	208	52	0	0	0	0	0	312	$43,168
4.3	REQUESTS FOR INFORMATION / CONTRACT DOCUMENT	50	100	50	50	50	50	0	50	400	$45,726
4.4	REQUESTS FOR CHANGES TO CONSTRUCTION COST AND/OR	25	50	25	25	25	25	0	25	200	$20,838
4.5	PROCESSING OF SHOP DRAWINGS	0	25	50	100	100	0	0	25	300	$28,937
4.6	FIELD OBSERVATION SERVICES	26	52	52	0	0	52	0	0	182	$24,041
4.7	PROJECT CLOSEOUT	8	16	16	16	0	16	0	8	80	$9,422
	TOTAL CONSTRUCTION PHASE									1,522	$177,490
5	**ADDITIONAL SERVICES (2004)**										
5.1	TRANSPORTATION AND TRAFFIC CALMING (2004)	0	80	80	240	0	0	0	50	450	$42,090
	TOTAL ADDITIONAL SERVICES										$42,090
6	**OTHER DIRECT COSTS**										
6.1	REPRODUCTION SERVICES										$20,000
6.2	MILEAGE										$12,000
6.3	SURVEYING (2004 and 2005)										
6.3.1	BODR - BASELINE AND ELEVATION SURVEY										$63,500
6.3.2	DESIGN - 2D TOPO AVG. 5' PAST R/O/W										$71,100
6.3.3	DESIGN - STREET ADDRESS AND LOT WIDTH INFO. (ROUGH)										$9,600
6.4	GEOTECHNICAL EVALUATION (2005)										$36,000
6.5	UNDERGROUND UTILITY VERIFICATION (120 holes)										$42,000
	TOTAL OTHER DIRECT COSTS										$254,200
	TOTAL HOURS	771	1,687	1,731	1,453	1,081	417	2,686	832	10,658	
	TOTAL FEE ESTIMATE										$1,232,854
	Hourly Rates (FY 2004)	$150.00	$120.00	$108.00	$90.00	$72.00	$108.00	$54.00	$45.00		
	Hourly Rates (FY 2005)	$156.00	$124.80	$112.32	$93.60	$74.88	$112.32	$56.16	$46.80		
	Hourly Rates (FY 2006)	$162.24	$129.79	$116.81	$97.34	$77.88	$116.81	$58.41	$48.67		
	Hourly Rates (FY 2007)	$168.73	$134.98	$121.49	$101.24	$80.99	$121.49	$60.74	$50.62		
	Hourly Rates (FY 2008)	$175.48	$140.38	$126.34	$105.29	$84.23	$126.34	$63.17	$52.64		

R:\4014\AE SCOPE OF SERVICES AND CONTRACTS\City Center - Fee Proposal for Final Submittal1

Bid Package 9B

TASK NO.	TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SR. ENGINEER	ENGINEER	JR. ENGINEER	CONSTR. MGR.	CADD OPR.	CLERICAL	TOTAL HOURS	TOTAL COST
1.1	PROJECT KICK-OFF MEETING	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0	
1.2	PROJECT SITE RECONNAISSANCE VISIT	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0	
1.2.1	DEVELOPMENT OF ALTERNATIVE STREETSCAPE	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0	
1.2.2	DEVELOP BUDGET LEVEL COST ESTIMATE ALTERNATIVES	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0	
1.3	ATTEND "VISIONING" SESSION	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0	
1.4	REVIEW MEETINGS PRIOR TO COMMUNITY DESIGN	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0	
1.4.1	REFINE ALTERNATIVES PRIPOR TO DESIGN WORKSHOPS	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0	
1.5.1	COMMUNITY DESIGN WORKSHOP NO. 1	12	30	30	30	0	0	8	8	118	$12,132
1.5.2	COMMUNITY DESIGN WORKSHOP NO. 2	12	30	30	30	0	0	8	8	118	$12,132
1.5.3	ADDITIONAL 10 MEETINGS WITH ADJACENT PROJECT	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0	
1.6	BASIS OF DESIGN REPORT (DRAFT)	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0	
1.6.1	DEVELOPMENT OF DRAINAGE MODEL	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0	
1.6.2	PRELIMINARY DISCUSSIONS WITH PERMITTING AGENCIES	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0	
1.7	REVIEW OF BODR W/ CITY DIVISIONS	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0	
1.8	BASIS OF DESIGN REPORT (FINAL)	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0	
	TOTAL BODR PHASE									236	$24,264
2	**DESIGN SERVICES (FY 2006)**										
2.1	FIELD VERIFICATION OF EXISTING CONDITIONS	40	40	150	150	150	0	0	0	530	$55,486
2.2	DETAILED DESIGN	0	0	400	460	460	0	2,530	290	4,140	$289,209
2.3	DESIGN / CONSTRUCTABILITY REVIEW	240	240	0	0	0	150	0	100	730	$92,477
2.4	COST OPINIONS	40	40	40	100	100	40	0	0	360	$38,548
2.5	COMMUNITY DESIGN REVIEW MEETINGS	10	10	0	0	0	0	0	0	20	$2,920
2.6	DOCUMENT REVISIONS	0	0	10	0	0	0	20	20	50	$3,310
2.7	PERMITTING REVIEWS	20	40	20	0	0	0	0	0	80	$10,773
	TOTAL DESIGN PHASE									5910	$492,723
3	**BIDDING AND AWARD SERVICES (FY 2007)**										
3.1	CONSTRUCTION CONTRACT DOCUMENT REVIEW	8	8	16	16	16	16	0	4	84	$9,435
3.2	BID DOCUMENT DELIVERY	0	4	0	0	0	0	0	4	8	$742
3.3	PRE-BID CONFERENCE	4	4	8	4	4	0	0	4	28	$3,118
3.4	ADDENDA ISSUANCE	4	8	8	8	8	0	0	4	40	$4,387
3.5	BID EVALUATION	4	8	8	8	8	8	0	4	48	$5,359
3.6	CONTRACT AWARD	0	4	0	0	0	0	0	8	12	$945
3.7	AS-BID CONTRACT DOCUMENTS	0	4	0	0	0	0	0	16	20	$1,350
	TOTAL BIDDING PHASE									240	$25,336
4	**CONSTRUCTION ADM. SERVICES (2007-2008)**										
4.1	PRE-CONSTRUCTION CONFERENCE	4	8	8	8	8	8	0	4	48	$5,573
4.2	WEEKLY CONSTRUCTION MEETINGS	52	208	52	0	0	0	0	0	312	$44,894
4.3	REQUESTS FOR INFORMATION / CONTRACT DOCUMENT	50	100	50	50	50	50	0	50	400	$47,555
4.4	REQUESTS FOR CHANGES TO CONSTRUCTION COST	25	50	25	25	25	25	0	25	200	$23,777
4.5	PROCESSING OF SHOP DRAWINGS	0	25	50	100	100	0	0	25	300	$30,095
4.6	FIELD OBSERVATION SERVICES	26	52	52	0	0	52	0	0	182	$25,002
4.7	PROJECT CLOSEOUT	8	16	16	16	0	16	0	8	80	$9,799
	TOTAL CONSTRUCTION PHASE									1,522	$186,695
5	**ADDITIONAL SERVICES (2004)**										
5.1	TRANSPORTATION AND TRAFFIC CALMING (2004)	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0	
	TOTAL ADDITIONAL SERVICES										$0
6	**OTHER DIRECT COSTS**										
6.1	REPRODUCTION SERVICES										$20,000
6.2	MILEAGE										$12,000
6.3	SURVEYING (2004 and 2005)										
6.3.1	BODR - BASELINE AND ELEVATION SURVEY										$63,500
6.3.2	DESIGN - 2D TOPO AVG. 5' PAST R/O/W										$48,900
6.3.3	DESIGN - STREET ADDRESS AND LOT WIDTH INFO.										$16,000
6.4	GEOTECHNICAL EVALUATION (2005)										$12,000
6.5	UNDERGROUND UTILITY VERIFICATION (30 holes)										$10,500
	TOTAL OTHER DIRECT COSTS										$182,900
	TOTAL HOURS	559	929	973	1,005	929	365	2,566	582	7,908	
	TOTAL FEE ESTIMATE										$911,919
	Hourly Rates (FY 2004)	$150.00	$120.00	$108.00	$90.00	$72.00	$108.00	$54.00	$45.00		
	Hourly Rates (FY 2005)	$156.00	$124.80	$112.32	$93.60	$74.88	$112.32	$56.16	$46.80		
	Hourly Rates (FY 2006)	$162.24	$129.79	$116.81	$97.34	$77.88	$116.81	$58.41	$48.67		
	Hourly Rates (FY 2007)	$168.73	$134.98	$121.49	$101.24	$80.99	$121.49	$60.74	$50.62		
	Hourly Rates (FY 2008)	$175.48	$140.38	$126.34	$105.29	$84.23	$126.34	$63.17	$52.64		

RESOLUTION TO BE SUBMITTED

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 2 To The Agreement Between The City And URS Corporation - Southern, Dated June 27, 2001 To Provide Program Management Services For Facilities And Parks Pursuant To Request For Qualifications (RFQ) No. 111-99/00.

Issue:

Shall the City amend its agreement with URS Corporation – Southern, Dated June 27, 2001 To Provide Program Management Services For Facilities And Parks?

Item Summary/Recommendation:

On June 27, 2001, the Mayor and City Commission approved Resolution No. 2001-24499, authorizing the City to enter into a $4.9 million Agreement with URS Corporation-Southern ("URS") for Program Management Services to manage construction projects for Facilities and Parks ("Program"), pursuant to the guidelines established in the Request of Qualifications No. 111-99/00. Under the agreement, URS assists City staff in the planning, programming, design review, construction administration, and scheduling, budgeting and consultant coordination for the projects included in the agreement. Since the commencement of the Program, URS has been providing satisfactory professional services and building a good relationship with the City staff in assisting with the coordination of the projects.

The Agreement called for URS to provide these services on 17 projects, over a 59 month program duration, scheduled to end in 2006. For various reasons, only the Flamingo Pool project has been completed to date. The original 59 month timeframe scheduled for the completion of all of these projects was underestimated. The Agreement with URS was based on an estimate of man-hours for the program as a whole, not per project. URS has provided the staffing level called for in their Agreement and has performed well in meeting their contract obligations. The main factor for the current situation is that the projects in their portfolio have run longer than originally expected or were delayed for reasons beyond their control. Currently, approximately $1 million remains for the balance of the URS Agreement. This funding is not sufficient to have URS provide services on all of the projects originally included in the Agreement. Therefore, the Administration has negotiated with URS to amend the Agreement, removing some projects and terminating services on some projects to allow URS to continue working on projects that are in construction.

The Administration recommends that the following projects be eliminated from this Agreement to shift the Program Management focus on completing their remaining projects: Bayshore Golf Course Clubhouse, Scott Rakow Youth Center, Regional Library, Convention Center and Theater of Performing Arts. The priority projects that have been identified are Fire Station No. 4, Normandy Isle Park and Pool, North Shore Open Space Park Phase III and the North Shore Park and Youth Center. Additionally, the Administration recommends that inspection services for the Colony Theater be added to URS' Agreement to ensure that construction progresses in a timely manner and that the City does not get charged for re-work of rejected workmanship through March 31, 2005 at a negotiated price of $54,125, as outlined elsewhere in this agenda.

Advisory Board Recommendation:

N/A

Financial Information:

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

City Clerk's Office Legislative Tracking:

Kristin McKew, Capital Projects Administrator

Sign-Offs:

Department Director	Assistant City Manager	City Manager

AGENDA ITEM R7B

DATE 9-8-04

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: September 8, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND URS CORPORATION - SOUTHERN, DATED JUNE 27, 2001 TO PROVIDE PROGRAM MANAGEMENT SERVICES FOR FACILITIES AND PARKS PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 111-99/00.**

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

BACKGROUND:

On June 27, 2001, the Mayor and City Commission approved Resolution No. 2001-24499, authorizing the City to enter into a $4.9 million Agreement with URS Corporation-Southern ("URS") for Program Management Services to manage construction projects for Facilities and Parks ("Program"), pursuant to the guidelines established in the Request of Qualifications No. 111-99/00. Under the agreement, URS assists City staff in the planning, programming, design review, construction administration, and scheduling, budgeting and consultant coordination for the projects included in the agreement. Since the commencement of the Program, URS has been providing satisfactory professional services and building a good relationship with the City staff in assisting with the coordination of the projects.

The Agreement called for URS to provide these services on 17 projects, as listed below, over a 59 month program duration, scheduled to end in 2006.

- Altos Del Mar Park
- Bayshore Golf Course
- Botanical Garden
- Collins Park
- Convention Center
- Fairway Park
- Fire Station No. 4
- Flamingo Park
- Flamingo Pool
- Normandy Isle Park and Pool
- Normandy Shores Golf Course
- North Shore Open Space Park (multiple Phases)
- North Shore Park and Youth Center
- Public Works Facility
- Regional Library
- Scott Rakow Youth Center
- South Pointe Park

For various reasons, only the Flamingo Pool project has been completed to date. Following is a list of all the remaining projects, and their current statuses.

Altos Del Mar Park - This project has not yet entered the planning phase.

Bayshore Golf Course - The Golf Course portion of this project has been completed. The Clubhouse, restrooms and maintenance facility portions of the project are under construction with completion estimated for Fall 2004.

Botanical Garden - This project has just entered the planning phase.

Collins Park - This project has not yet entered the planning phase.

Convention Center and Theater of Performing Arts - Both the Convention Center and Theater of Performing Arts portions of the project are under construction. The Convention Center project has an estimated construction completion timeframe of Winter 2004/Spring 2005, and the Theater of Performing Arts construction completion is estimated for Fall 2004.

Fairway Park - This project has been designed, but is not yet in construction.

Fire Station No. 4 - This project has just finished the construction demolition phase. Construction of the seawall restoration is beginning, to be followed by the construction of the new Fire Station, with construction completion estimated for January 2006.

Flamingo Park - This project has just entered the planning phase.

Normandy Isle Park and Pool - This project is in the construction phase, with construction completion estimated for February/March 2005.

Normandy Shores Golf Course - This project is in the design phase.

North Shore Open Space Park (multiple phases) - Phases I and II of this project have been completed. Phase III is in the final stages of design and is almost ready to enter the construction phase.

North Shore Park and Youth Center - The construction of this project is almost complete, the contractor has to complete the punch list.

Public Works Facility - This project has not yet entered the planning phase.

Regional Library - The construction of this project is almost complete, with construction completion estimated for Fall 2004.

Scott Rakow Youth Center - The construction of Phase I of this project is almost complete, with construction completion estimated for Winter 2004/2005.

South Pointe Park - This project has not yet entered the planning phase.

The original 59 month timeframe scheduled for the completion of all of these projects was underestimated. Many of these projects were designed prior to the City entering into the Agreement with URS and some were already in construction. For those projects already in design prior to the City's Agreement with URS, those projects were designed under then standard A/E Agreements that the City no longer uses. This is significant in the sense that the scope of work for these contracts was often vague. This has caused problems, and delays, in getting quality documents and resolving construction related issues. To the extent that the A/E has not resolved problems, these are issues that City staff and URS must now address. This has taken an inordinate amount of time.

The Agreement with URS was based on an estimate of man-hours for the program as a whole, not per project. A smaller project is not able to endure the financial burden of additional expenditures due to additional Program Management effort if the project encountered a number of unforeseen problems. Therefore, the cost model created to fund the URS Agreement included funds from all of the projects. Monthly billings were done across the program, as opposed to for specific projects, based on available funding. URS has provided the staffing level called for in their Agreement and has performed well in meeting their contract obligations. The main factor for the current situation is that the projects in their portfolio have run longer than originally expected or were delayed for reasons beyond their control.

Currently, approximately $1 million remains for the balance of the URS Agreement. This funding is not sufficient to have URS provide services on all of the projects originally included in the Agreement. Therefore, the Administration has negotiated with URS to amend the Agreement, removing some projects and terminating services on some projects to allow URS to continue working on projects that are in construction. Below is a description of the proposed changes, per project. Please note that some changes in level of service on particular projects have already taken place to ensure sufficient funds would exist to complete these projects.

Altos Del Mar Park - Under the proposed amendment, URS would discontinue services on this project.

Bayshore Golf Course - Under the proposed amendment, URS staffed the Clubhouse portion of this project with a Project Manager through August 31, 2004, and a Field Observer through July 30, 2004. After those dates, URS will discontinue services on this project.

Botanical Garden - Under the proposed amendment, URS would discontinue services on this project.

Collins Park - Under the proposed amendment, URS would discontinue services on this project.

Convention Center and Theater of Performing Arts - Under the proposed amendment, URS staffed the project with a Project Manager and Field Observer through August 31, 2004, after which they will discontinue services on these projects.

Fairway Park - Under the proposed amendment, URS would discontinue services on this project.

Fire Station No. 4 - Under the proposed amendment, URS will staff the project with a Project Manager and a Field Observer through the completion of the project, but no later than through January 2006 if the project is not completed by then.

Flamingo Park - Under the proposed amendment, URS would discontinue services on this project.

Normandy Isle Park and Pool - Under the proposed amendment, URS will staff the project with a Project Manager and a Field Observer through the completion of the project, but no later than through January 2006 if the project is not completed by then.

Normandy Shores Golf Course - Under the proposed amendment, URS would discontinue services on this project.

North Shore Open Space Park (multiple phases) - Under the proposed amendment, URS would staff the project with a Project Manager and a Field Observer through the completion of Phase III of the project.

North Shore Park and Youth Center - Under the proposed amendment, URS would staff the project with a Project Manager and a Field Observer through the completion of the project.

Public Works Facility - Under the proposed amendment, URS would discontinue services on this project.

Regional Library - Under the proposed amendment, URS staffed the project with a Project Manager through August 31, 2004 and a Field Observer through July 30, 2004, after which they will discontinue services on these projects.

Scott Rakow Youth Center - Under the proposed amendment, URS staffed the project with a Project Manager through August 31, 2004 and a Field Observer through July 30, 2004, after which they will discontinue services on this project.

South Pointe Park - Under the proposed amendment, URS would discontinue services on this project.

The Administration recommends that the following projects be eliminated from this Agreement to shift the Program Management focus on completing their remaining projects: Bayshore Golf Course Clubhouse, Scott Rakow Youth Center, Regional Library, Convention Center and Theater of Performing Arts. The priority projects that have been identified are Fire Station No. 4, Normandy Isle Park and Pool, North Shore Open Space Park Phase III and the North Shore Park and Youth Center.

COLONY THEATER

As outlined in a Commission Memorandum elsewhere in this agenda, the originally scheduled construction completion date for the Colony Theater project was June 2003. The project is currently only approximately 66% complete. In August 2004, the City amended its agreement with URS to have URS perform inspection services at the Colony Theater for a short time period to monitor the work of McCartney Construction, the contractor on the project. These services have resulted in the determination that full time inspection is warranted for the duration of the project to ensure that construction progresses in a timely manner and that the City does not get charged for re-work of rejected workmanship. The Administration recommends that this project be added to URS' Agreement and that URS provide inspection services through March 31, 2005 at a negotiated price of $54,125, as outlined elsewhere in this agenda.

CONCLUSION:

The Administration recommends that the Mayor and City Commission authorize the City to execute Amendment No. 2 to the existing Agreement between URS Corporation–Southern and the City of Miami Beach to eliminate or revise services for particular projects as outlined above and to authorize services on the Colony Theater project as described above.

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RESOLUTION TO BE SUBMITTED

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, authorizing the Mayor and City Clerk to execute Amendment No. 16 in the amount of $223,941, to an existing Agreement between the City of Miami Beach and Camp, Dresser and McKee, Inc (CDM), dated July 21, 1992, to provide Additional Architectural, Engineering, and Landscape Architectural Services for the South Pointe Wastewater Booster Pump Station (the Project).

Issue:

Shall the Commission approve Amendment No. 16, in the amount of $223,941, to an existing Agreement between the City of Miami Beach and Camp, Dresser and McKee, Inc., to provide Additional Architectural, Engineering, and Landscape Architectural Services for the South Pointe Wastewater Booster Pump Station Project?

Item Summary/Recommendation:

On May 10, 2002, the City's Consultant CDM submitted a Preliminary Design Report that included two design alternatives for the proposed booster pump station. Due to site constraints and to lessen the impact on the adjacent residential properties, components vital for the pump station operation, including the FPL vault, generator, fuel storage tanks and other items, were to be located off site at the nearby City owned Lot 15, Block 51. At that time, residents, and City Departments concurred that Option 2 (attachment 2) was the most feasible, and CDM was authorized to proceed with its design development.

On January 9, 2003, CDM advised the City that they would be unable to serve the site remotely as planned. Consequently, the design team decided to incorporate the FPL vault into the structure. With this change, it became evident that there were significant modifications to the Option 2, originally presented to the Planning Department staff and residents. An updated cost estimate showed an increase from the $6.9 million dollars estimated in the Preliminary Design Report to a range of between $8.5 to $11 million dollars.

CDM was requested to provide documentation to support the cost increase, re-evaluate the building components, and postpone design development until the acceptance of an option that would bring the project closer to the City's original construction budget. In order to significantly reduce the Project cost, it will be necessary to re-design the primary components of the originally approved Option 2.

The Administration has negotiated the fees for, and recommends the execution of Amendment No. 16, in the amount of $223,941, to provide Additional Architectural, Engineering and Landscape Architectural Services to Re-design the South Pointe Wastewater Booster Pump Station Project.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1	$223,941.00	South Pointe Redevelopment Area Fund	
Finance Dept.	Total			

City Clerk's Office Legislative Tracking:

Carla Dixon, Ext 6264.

Sign-Offs:

Department Director	Assistant City Manager	City Manager
TH For Tim Hemstreet	RCM	JMG

T:\AGENDA\2004\Sep0804\Consent\CDM AMENDMENT No16-Summary.doc

AGENDA ITEM R7C

DATE 9-8-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
http:\\miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

DATE: September 8, 2004

FROM: Jorge M. Gonzalez
City Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 16 IN THE AMOUNT OF $223,941, TO AN EXISTING AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND CAMP, DRESSER & MCKEE, INC. (CDM), DATED JULY 21, 1992, FOR PROFESSIONAL ENGINEERING SERVICES FOR THE UPGRADE OF SEWER & WATER PUMPING STATIONS AND A NEW PUMPING STATION ON MACARTHUR CAUSEWAY, TO PROVIDE ADDITIONAL ARCHITECTURAL, ENGINEERING AND LANDSCAPE ARCHITECTURAL SERVICES TO RE-DESIGN THE SOUTH POINTE WASTEWATER BOOSTER PUMP STATION PROJECT.**

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

FUNDING:

Funding for this Project, in the amount of $223,941, is available from the South Pointe RDA Fund.

ANALYSIS:

On July 8, 1992, the Mayor and City Commission adopted Resolution 92-20540, authorizing the Mayor and City Clerk to execute an Agreement with the firm of Camp, Dresser and McKee, Inc. (CDM), to provide architectural, engineering services for the upgrade of the sewer and water pumping stations, and to design a new Water Booster Pump Station on the Mac Arthur Causeway.

In the year 2000 Comprehensive Plan prepared by the City's Planning and Zoning Department, it was determined that the existing pump station equipment had exceeded its capacity, surpassed its useful life, was inefficient and presented additional operation and maintenance costs without the construction of a new in-line booster station at South Pointe. The alternative to providing a new South Pointe Wastewater Booster Pump Station would be major structural, mechanical, and electrical upgrades at five (5) existing pump stations downstream of Pump Station (PS) 28B (PS Nos. 1,10,11,28D, and 31). Consequently, the South Pointe Wastewater Booster Pump Station Project was identified as a priority, and the Public Works Department recommended its construction.

On January 31, 2001, the City Commission adopted Resolution No. 2001-24243, approving Amendment No. 9 to its 1992 Agreement with Camp, Dresser, and McKee, Inc., (CDM) to provide Professional Architectural and Engineering Services for the Wastewater Master Booster Pump Station in South Pointe.

Project Limits:
The proposed pump station is to be located on Alton Road and 1st Street. This triangular property is bounded by the rights-of-way of Jefferson Avenue to the east, Alton Road to the West, First Street to the north, and the intersection of Jefferson Avenue and Alton Road at Commerce Street to the south.

Project Scope:
Construction of 2-1500 HP Pumps with a 54-inch diameter force main, by-pass, FPL vault, transformers, control room, emergency generator, fuel storage tanks, HVAC and ventilation system, SCADA controls, architectural treatments, and landscaping.

On May 10, 2002, the City's Consultant, CDM submitted a Preliminary Design Report that included two design alternatives for the proposed booster pump station, Option 1 (Attachment 1) which includes the configuration of all the components on-site arranged within a one story glass and concrete enclosed structure; and Option 2 (Attachment 2) a three-sided glass, one side concrete, two story facility with the pumps housed on the 1st floor, electrical room and generator on the 2nd floor.

Due to site constraints that included the existing 54-inch diameter force main which runs diagonally to the property, and the triangular shaped site, CDM sought to provide vehicular maintenance access, minimize utility relocation, simplify pipe runs, and curtail the size of the structures while maintaining the facility aesthetics. CDM intended to lessen the impact on the adjacent residential properties. The FPL vault, standby generator, fuel storage tanks and other components vital for the pump station were originally to be located off site at the nearby City owned Lot 15 Block 51 located at the intersection of Jefferson and 1st Street. At that time, the Residents, Planning and Public Works Departments concurred that Option 2 was the most feasible and CDM was authorized to proceed with its design development.

On January 9, 2003, CDM reported to the City that concurrent to the preparation of the thirty Percent (30%) construction drawings, the CDM design team decided to incorporate the FPL vault into the structure, as they were advised by the City of the unavailability of a remote site to place this and other components. On January 14, 2003, the City immediately held a meeting with CDM and their consulting architects-Zyscovich Architects, to discuss the changes. During this meeting the City's consultant presented a revised site plan incorporating the FPL vault into the structure. It became evident to the City that there was significant modification to Option 2, and an increase in the building footprint.

The revised structure was taller, larger, and more massive than originally presented to the Planning Department staff and residents, pursuant to the Settlement Agreement conditions. The City directed its consultant to prepare conceptual elevations of the new structure(s) reflecting the new building height, and massing. In addition, to schedule a meeting with the Planning Department staff to review and evaluate those proposed changes prior to any

decision to proceed beyond the thirty percent (30%) design development level, and further presenting the Project to the Design Review Board (DRB).
The City directed CDM to provide an updated engineer's estimate of probable construction cost. On April 28, 2003, City staff met to discuss the increase from the $6.9 million dollars in the Preliminary Design Report of May, 2002, to a range of between $8.5 to $11 million dollars in the engineer's estimate of probable cost dated April 9, 2003. Due to the significant increase in the cost of the construction, CDM was requested to provide documentation to support the cost increase, re-evaluate the building components, and postpone further design development until the submittal and acceptance of an option that would bring the project closer to the City's original construction budget.

CDM attributed the increase in the project cost to changes prompted primarily by the unavailability of lot 15, Block 51. The pump station components were reconfigured on the triangular site, the FPL sub-station type transformer was placed within the building structure versus pad mounted outdoor, relocation of the bypass force main, yard piping and generator, changes in the HVAC design, on site location of the fuel tank, and demolition and disposal of abandoned pile caps from the previous elevated water tank not reflected in the topographic survey.

City staff and CDM explored several options to bring the project closer to its original budget, including:

- The use of 2-1500 HP Pump vs. 3-900 HP Pump option. CDM advised that the City would realize an immediate cost savings in excess of $200,000, by implementing this change. The Public Works Department, after evaluation of operations, maintenance and repair options agreed to the use of the 2-1500 HP Pumps.
- Re-evaluation of the ownership, availability and use of Lot 15, Block 51, in an attempt to offer more flexibility to the design team for the placement of the building components. However, Planning Department staff did not approve of the use of a prefabricated fuel tank and generator modular unit with landscape screening at this prominent site. Staff later agreed to fit the modular unit within the triangular site, with landscape screening. Although the modular unit will add to the already restricted site, significant cost savings will of up to $900,000, will be realized as this reduces the structural requirements of the Option 2 building.

On September 12, 2003, CDM requested additional compensation from the City in the amount of $69,000, for providing supplemental out-of-scope services incurred as a result of the change in the program. Re-design of the structure to add the transformer vault (at the 30% design submittal), reorganization of the site, structural components and piping layout, and coordination during an extended contract term due to delays in the project originally scheduled to be completed in the Fall of 2002. Of this amount, the City has only approved $57,000 included in the Subtask C - Additional Services below.

In order to reduce the project cost by a significant amount, it will be necessary to re -design the layout of the primary components originally approved in Option 2. The majority of the thirty percent (30%) design documents already produced by CDM will be discarded, in order to accommodate the components on site within a less massive structure, while maintaining the construction budget. During the Amendment No. 16 negotiation process CDM, on the

behalf of Zyscovich Architects, requested additional Architectural Services fees in the amount of $96,500. Of this amount, $35,000 was solely associated with the DRB presentation and approval process.

Upon a review of the original Agreement, it was determined that CDM was obligated to present the Project to the DRB until final acceptance, and therefore, the City could not justify this portion of the fees. The parties could not arrive at an agreement with the existing design team for both budgetary as well as time constraints. CDM proposed, and the City agreed to the reorganization of the existing design team resulting in a more acceptable fee for architectural treatments and the DRB presentation. CDM has selected STA Architectural Group for architectural design services on this Project. The original Additional Services fee requested by CDM for the re-design work to the thirty percent (30%) level, including Additional fees for the extended Contract term was $271, 176, the final amount resulting from the negotiations is $223,941as follows:

A. Architectural and Engineering Services

Task A.1	
Subtotal CDM Labor	$ 93,525
Outside Professional Services:	
Architectural	$30,000
Landscaping	$ 2,500
Total Task A (Lump sum)	$126,025
B. Not Used	
C. Additional Services – Permitting/Bidding Services	
C.1 CDM Services (Upper Limit)	$19,920
Outside Professional Services:	
Architectural (DRB)	$10,000
Landscape (DRB)	$ 1,200
C.2 CDM Services (Upper Limit)	$ 1,785
C.3 CDM Services (Lump Sum)	$57,000
Total Task C (Upper Limit)	$89,905
D. Reimbursables	
D.1 Design Services (Lump Sum)	$ 8,011
Total Task D (Lump Sum)	$8,011
Total Amendment No 16 (Not-to-Exceed)	**$223,941**

The Agreement specifies that the completion of the design and advertisement for Bid shall be within ten (10) months of the approval of Amendment No. 16 by the City Commission. The project Advertisement for Bids, construction contract negotiations, and construction are targeted to be completed concurrently with the on-line placement of the Pump Stations Upgrades Project or shortly thereafter.

CDM's responsibilities under Amendment No. 16, (Attachment 3) for the Redesign of the South Pointe Wastewater Booster Pump Station will include, but are not limited to, Design and Production of one hundred percent (100%)Contract Documents, providing all Permitting related services, DRB application, presentation and acceptance, Bidding Services.

Conclusions:

The City has negotiated with CDM, fees for Amendment No. 16 in the amount of $223,941 to an existing Agreement between the City of Miami Beach and Camp, Dresser McKee Inc., dated July 21, 1992, to provide Additional Architectural, Engineering and Landscape Architectural Services for the Re-Design of the South Pointe Wastewater Booster Pump Station Project., and based upon the above stated, the Administration recommends the execution of same.

Attachments
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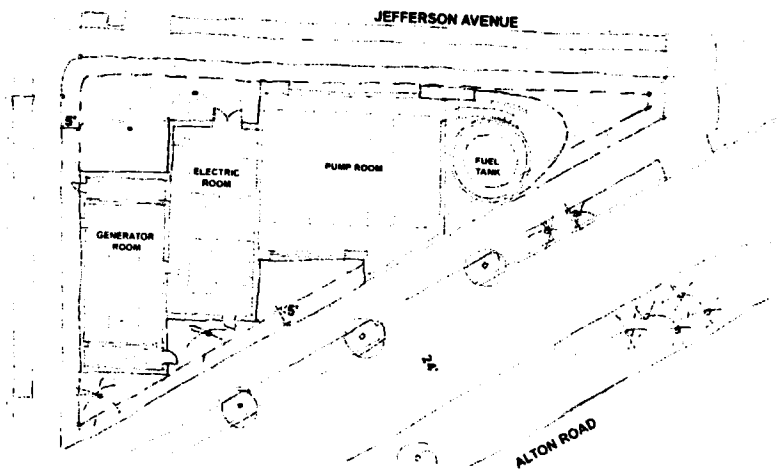
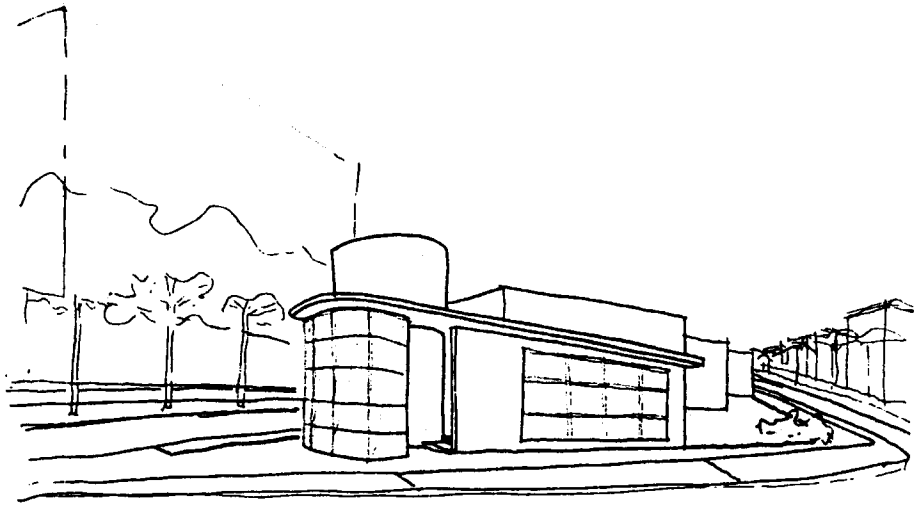
Attachment 1





Ground Floor Plan - Option 1

Perspective View

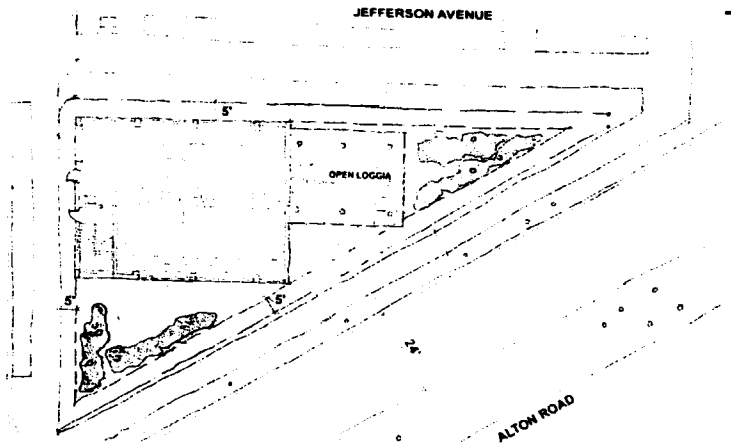
Zyscovich

Zyscovich Inc.
100 n. biscayne blvd. # 2700 miami fl
33132
tel 305.372.5222 fax 305.577.4521
registration no. aac001431

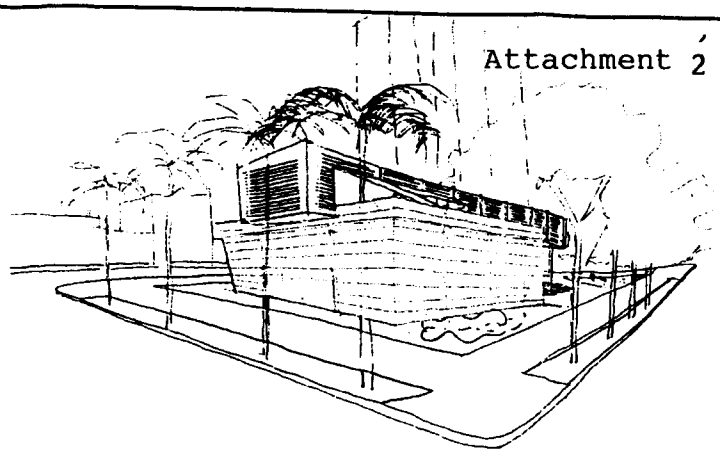
South Point Pump Station
Alton Rd. & First Street
Miami Beach, Florida

August 30, 2001
Option 1

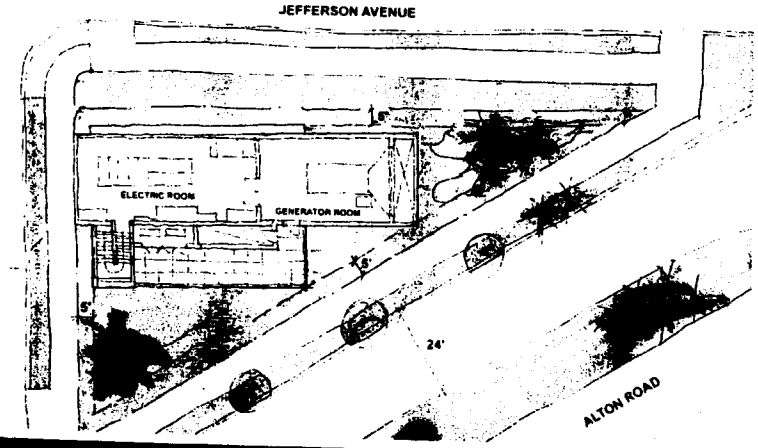
Attachment 2



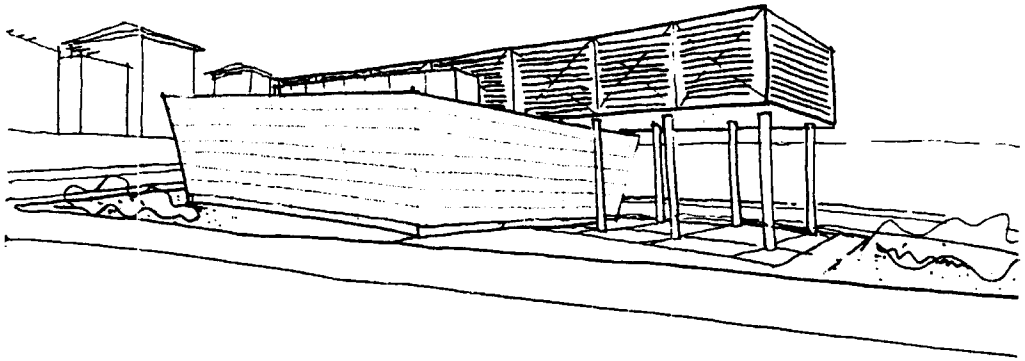
Ground Floor Plan - Option 2



Perspective View



Second Floor Plan - Option 2

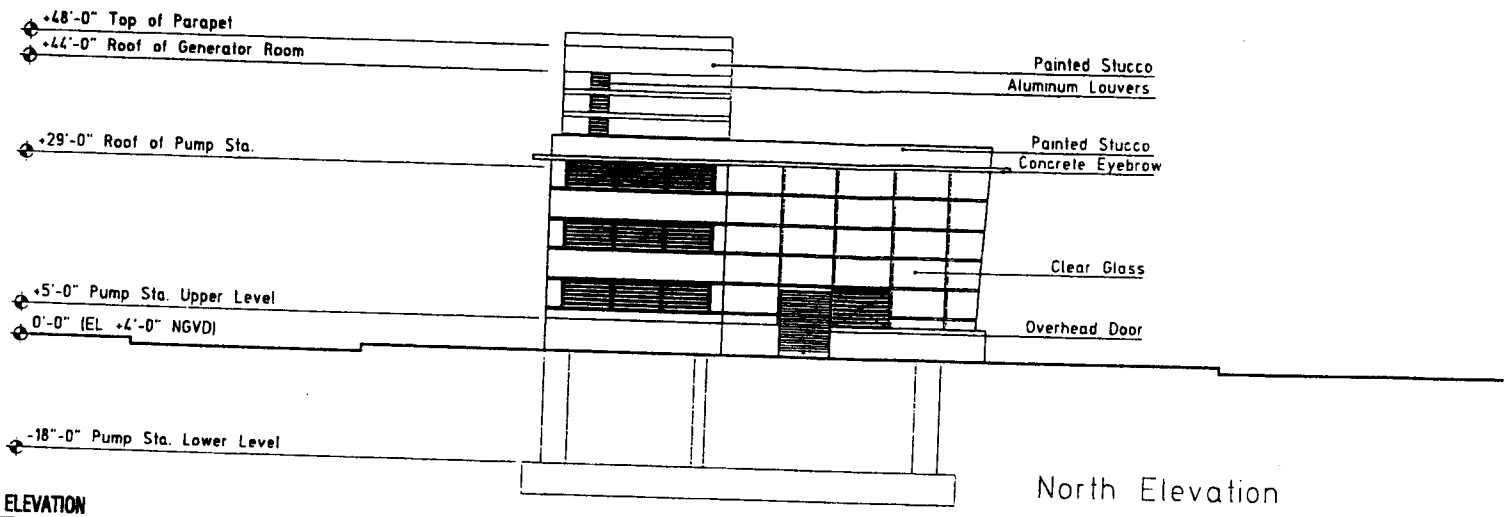


Perspective View

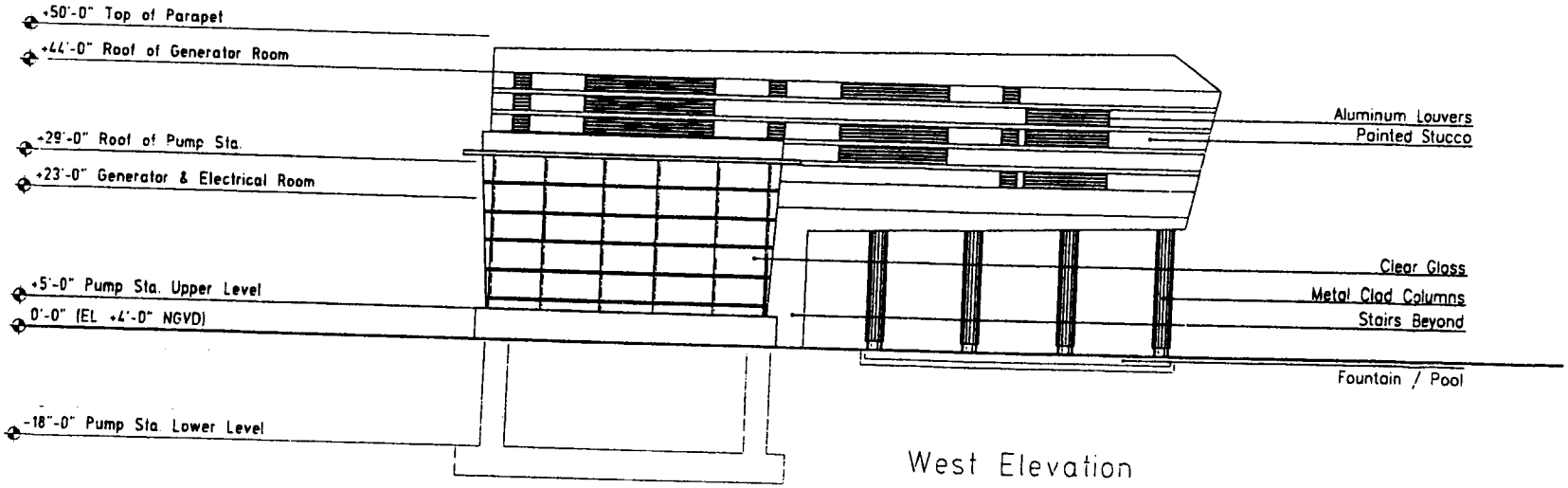
Zyscovich
Zyscovich Inc.
100 n. biscayne blvd. # 2700 miami fl
33132
tel 305.372.5222 fax 305.577.4521
registration no. aac001431

South Point Pump Station
Alton Rd. & First Street
Miami Beach, Florida

August 30, 2001
Option 2



A.1 / 200 **NORTH ELEVATION**
1' = 20' - 0"



A.2 / 200 **WEST ELEVATION**
1' = 20' - 0"

City of Miami Beach
1700 Convention Center Dr
Miami Beach
Florida 33139

Zyscovich

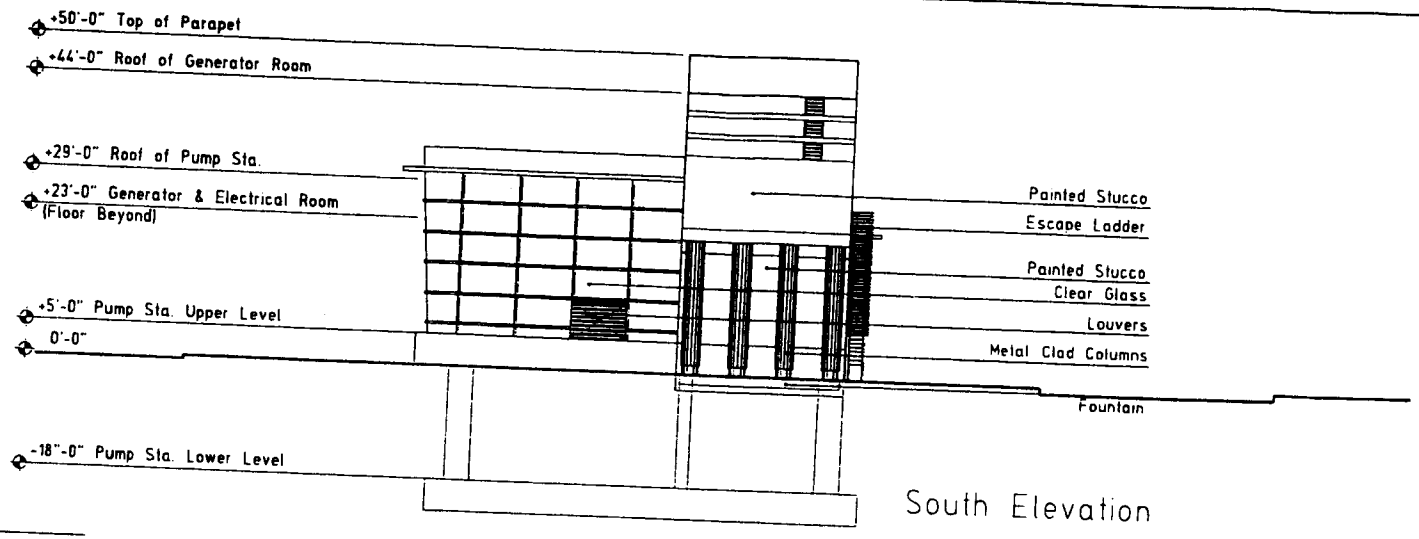
South Point Pump Station
Alton Rd. & First Street
Miami Beach, Florida

NORTH & WEST ELEVATIONS

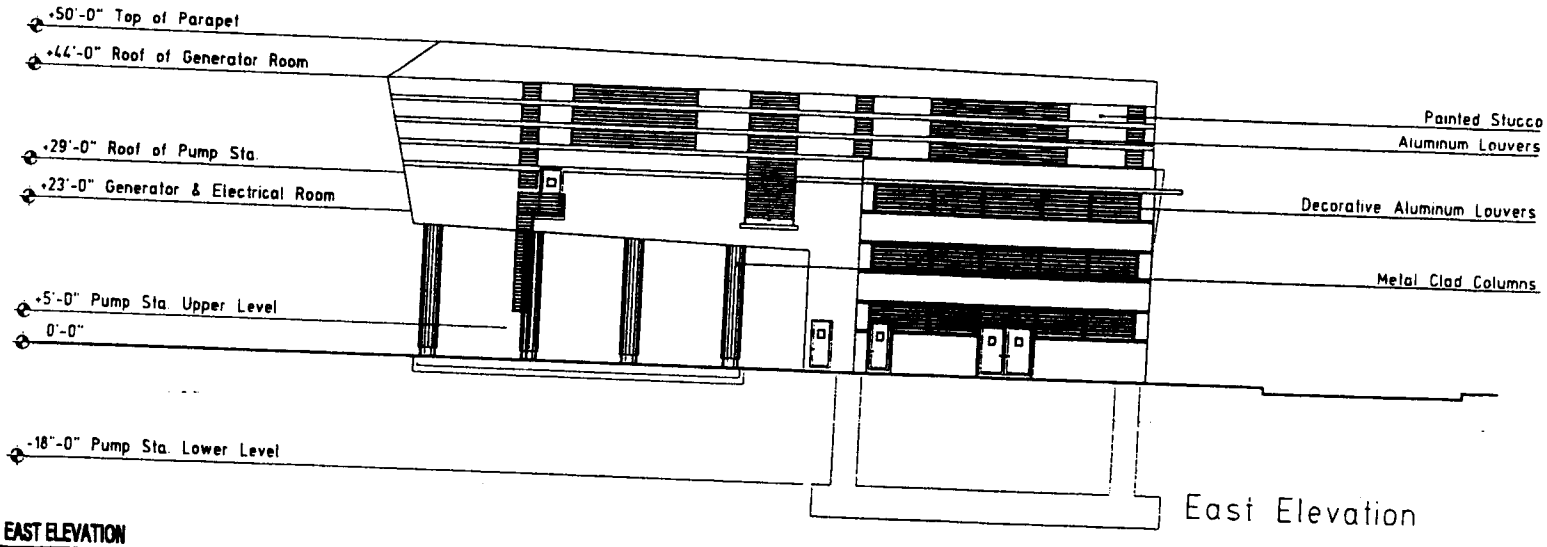
DESIGN REVIEW BOARD
SUBMITTAL
NOT FOR CONSTRUCTION

9507 PUMP | 09/09/03

A | 200



A.1 201 **SOUTH ELEVATION**
1' = 20' - 0"



A.2 201 **EAST ELEVATION**
1' = 20' - 0"

City of Miami Beach
1700 Convention Center Dr
Miami Beach
Florida 33139

Zyscovich

South Point Pump Station
Alton Rd & First Street
Miami Beach, Florida

SOUTH & EAST ELEVATIONS

DESIGN REVIEW BOARD
SUBMITTAL
NOT FOR CONSTRUCTION

9507 PUMP | 03/03/08

A | 201

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH AND CAMP DRESSER & McKEE, INC.

Amendment No. 16 for Professional Engineering

TO: Camp Dresser & McKee Inc.
800 Brickell Avenue, Suite 710
Miami, Florida 33131

DATE: July 12, 2004

Pursuant to the Agreement between City of Miami Beach and Camp Dresser & McKee Inc. (Consultant) for Professional Engineering Services for the upgrading of Sewer and Water Pumping Stations ("the Agreement"), you are directed to provide the following services:

Project Name: **Preliminary Design Memorandum Update, Final Re-Design, Preparation of Contract Plans and Specifications**

Scope of Work: Attached as Exhibit A

Calendar time to complete this work: 10 months to Bid Advertisement

Fee for this Service Order:

Subtotal Task A (Lump Sum)	**$ 126,025**
Subtotal Task C (Not-to-Exceed)	**$ 89,905**
Subtotal Task D (Lump Sum)	**$ 8,011**
Total Amendment No.16 (Not-to-Exceed)	**$ 223,941**

Basic Service X Additional Service X Reimbursable Expense X

ACCEPTED:

City of Miami Beach

Tim Hemstreet
CIP Director

Date

Camp Dresser & McKee Inc.

Victor J. Pujals, P.E., DEE
Vice President

Date

EXHIBIT A

CITY OF MIAMI BEACH
PROJECT SCOPE AND BUDGET FOR SOUTH POINT WASTEWATER BOOSTER STATION
PRELIMINARY DESIGN MEMORANDUM UPDATE, FINAL RE-DESIGN, PREPARATION OF CONTRACT PLANS AND SPECIFICATIONS, AMENDMENT No. 16

July 12, 2004

PROJECT: New Wastewater Booster Station Located at South Point on Miami Beach.

PROJECT DESCRIPTION: As part of the design of the Pump Stations Upgrades preliminary design in 1992-1993, the City and CDM concurred that the least disruptive and most economically feasible option to meet the Level of Service for the wastewater transmission system was to construct a single new booster pump station at the downstream end of the wastewater transmission system in lieu of major structural and electrical upgrades at six existing pump stations. This option provided the benefits of greater operational flexibility for the City and lower force main pressures throughout the entire system, resulting in decreased operation and maintenance costs. CDM was authorized the original design project work under Amendment No. 9.

The preliminary design report (PDR) was submitted on May 13, 2002. The project was subsequently designed to the 30 percent level. However, the City requested changes due to the magnitude of the estimated cost of construction. This re-design amendment will include a letter report update to the preliminary design memorandum and final design of an in-line, 98 MGD (peak), partially underground, variable speed, two pump (one service, one standby) 1,500 HP (approx.) wastewater booster station and 54-inch diameter station by-pass force main located entirely on the former water tower site at First Street and Alton Road. Project includes an electrical control room, instrumentation, and generator/fuel tank on-site, SCADA interface, noise suppression, and architectural and landscape features. This amendment revises the design and permitting activities of the original scope. This bidding services and balance of the reimbursable allowance will remain from the original contract.

PROJECT REFERENCE: Agreement between the City of Miami Beach and Camp Dresser and McKee Inc. (CDM) dated July 21, 1992, for professional engineering services for the upgrading of sewer and water pumping stations.

SCOPE AND BUDGET: CDM will perform the additional work tasks described herein at the fees and costs listed. Proposed labor hours are provided by task in the following pages. This scope and budget supplements the scope and budget approved under

Amendment No. 9.

BACKGROUND

The City of Miami Beach (CITY) is approaching the construction of rehabilitation improvements of its existing wastewater pumping stations (PS). The flows developed in the *Year 2000 Comprehensive Plan* prepared by the City of Miami Beach Planning and Zoning Department, (October 1989) will exceed the capacity of the equipment installed in the Pump Stations Upgrades construction project scheduled to start in May 2004 without the addition of a new in-line booster station at South Point. It was analyzed previously that the required mechanical, structural, and electrical renovations required for the PS Upgrades Project would have been cost prohibitive and economically disruptive without the addition of a new in-line booster station on the southern end of the wastewater transmission system. Further, the new pumps being installed under the current Pump Stations Upgrades Project were designed specifically to work in concert with the new booster station and will not operate properly without the station.

During the original design, the City proposed two valuable lots in the South Point area, to be occupied by the utility facilities. During the design, the City, requested that the additional property (lot 15) that was to be utilized for a remote electrical/generator building not be used. This caused CDM to shift all of the components to fit them onto the water tower site. This crowded site was further complicated by the required inclusion of a transformer the serve facility vault per Florida Power & Light and the discovery of a system of wooden piles remaining from the original water tank foundation. Prior to presentation of the Project to the DRB, the City requested an updated estimate of Probable Cost. CDM's estimated construction cost was significantly higher than the original "Design" budget established by the City in 1993. At that point the city requested that CDM revise the architectural features and explore the options to bring the Project back within the Budget. Changes to the Architectural Layout design of the pump station became necessary causing significant delays and costs associated with CDM adjusting its design to the new conditions. The deviation from the original design caused CDM and its subcontractors to expend additional time and effort to reduce the project scope while maintaining the functionality of the station (2 vs 3 pumps etc.) fitting the program into the water tower site. The estimated costs of the revised pump station exceed the current design budget.

In addition, the Pump Station Upgrades Project is anticipated to be under construction in the second quarter of 2004. CDM and members of the City CIP, Public Works, and Planning staff met on February 4, 2004 to agree on a scaled down design. This design would keep most of the original elements while reducing the project costs and maintaining all the facilities on the water tank site.

For these reasons, the CITY has asked CDM to provide a scope and budget (described below) to revise the design of the required booster station and allow for compensation for the additional design effort.

A. ARCHITECTURAL AND ENGINEERING (A&E) (Amended)

A.1 Design Services and Production of Contract Documents

1. Preparation of a letter report updating to the design memorandum with applicable sketches and renderings for the booster station, including landscape drawings, presenting the new layout option, and preliminary opinion of probable cost.

2. Preparation of EJCDC-based specifications and approximately 70 contract drawings, per the sheet list provided in Appendix A, describing the design and construction of the new booster station.

3. Preparation of an opinion of probable construction cost at the 60 and 90 Percent Completion Review. Perform a constructability reviews, and phasing/scheduling plan to coordinate the work with the on-going Pump Station Upgrades construction project at the 90 Percent completion point.

4. Three coordination meeting with CITY Planners and coordinating with other projects in the area. Requested revisions to the design following the submittal and acceptance of the 60% construction documents by the City, if any, will constitute additional services.

5. Attendance at monthly (up to 10) progress meetings with the CITY during the course of the design phase of this project.

Site Survey and Geotechnical subsurface investigations of the project site have been completed. Deliverable will be three sets (1 reproducible) of plans and one diskette of specifications in MS Word format 1 diskette containing AutoCAD plot file (Version 2000 or latest) for CMB procurement to produce and distribute as Owner. CMB will provide CDM three copies of the bid set, all addenda, and six copies of the executed contract documents.

The total authorization fee for Task A Items 1 through 5 is a lump sum (LS) amount of $126,025. This amount excludes Reimbursables (listed later in item D).

Design Services (Lump Sum)	Amount
Subtotal CDM Labor	$93,525
Outside Professional Service	
Architectural	$30,000
Landscaping	$2,500
Total Task A (LS)	$126,025

B. NOT USED

C. ADDITIONAL SERVICES (AMENDED)

C.1 Provide additional permitting services related to Building Department, Fire Rescue, DERM and FDEP. Additional hours have been included for potential coordination with MDWASD in the relocation and re-design of the forcemain under Government cut to Virginia Key. Through an architectural subcontractor, CDM will prepare and submit a DRB application and presentation. This submittal includes preparation and submittal of the application form, mailing to potential affected parties, and presentation to the Board. All permit fees shall be paid by the City.

C.2 Provide bidding services in accordance with the original scope of work. The upper limit of this task represents the difference in the hourly rates from the original date of the scope of work (2000) to the date of this scope of work (2004).

C.3 Provide supplemental services incurred as a result of the change in program, due to the addition of the FP&L transformer vault, reduction in the total buildable space, and delays in the project schedule.

The total authorization for Task C is an Upper Limit (UL) of $89,905.

Task	Permitting/Bidding Services	Amount
C.1	CDM Services (UL)	$19,920
	Outside Professional Serv.	
	Architectural (DRB)	$10,000
	Landscape	$1,200
C.2	CDM Services (UL)	$1,785
C.3	CDM Services (LS)	$57,000
	Total Task C (UL)	$89,905

D. REIMBURSABLES

The total additional authorization for Task D is a Lump Sum (LS) of $8,011. The reimbursable budget for the various tasks are as follows:

	Reimbursable	Amount
D.1	Design Services (LS)	$8,011
	Total Task D (LS)	$8,011

ASSUMPTIONS

1. There will be no setback requirements of the pump station or other structure at the site with respect to the property line.

2. The generator/ fuel tank will be skid mounted and located on the ground, outside of the building floor. The electrical MCC room will be on the second floor above the FPL vault, per CDM's design proposed concept.

3. The original architectural design concept (glass facade storefront system) is acceptable

4. There will need to be a new DRB application prepared and presented.

5. We have budgeted three meetings with Planning/ other interested parties

6. We will assume any meetings with MDWASD to coordinate the new transmission line will be covered under the Additional Services in Task C.1 of this Amendment.

7. We assume that the previous DRB process activities and costs ($10,000) will be covered under the original permitting task (C.1) scope and budget of Amendment No. 9.

DATA OR ASSITANCE TO BE PROVIDED BY THE CITY

1. Locations of all existing underground, on-site utilities including as-built drawings and results of any soft-digs in the area of the proposed improvements.

2. Existing related project drawings, including record drawings of existing facilities not already available to CDM.

3. Assistance in discussions with regulatory agencies and City boards.

4. Submittal of documents to the various City departments for review prior to bidding.

SCHEDULE

Due to the need to complete this project in order that it can be bid or negotiated, constructed and placed on-line prior to or in conjunction with the completion of the Pump Stations Upgrades project assuming reasonable durations for the departmental and board reviews, etc., the following schedule outline is proposed:

Milestone	Time to Complete (as measured from NTP)
Notice to Proceed	0 months
Revised Preliminary Design Memorandum	1 months
30% Design Review Submittal	2 months
60% Design Review Submittal	4 months
90% Contract Documents,	8 months
100% Contract Documents Advertise for Bid	10 months

SUMMARY OF COMPENSATION

Total Amendment No. 16 compensation for CDM services will be as follows:

Task	Amount
A	$126,025
B	-----
C	$ 89,905
D	$ 8,011
	$223,941

This amendment is for additional services under Tasks A, C, and D in the amount of **$223,941**. The original Amendment No. 9 dated March 15, 2001associated with this project was for a total compensation amount of $488,205. Amendment No. 9 included Tasks A.1 (Design), C.1 (Permitting), C.2 (Bidding), and D (Reimbursables). The increase to tasks A, C and D will result in a total not-to-exceed amount of $712,146 for this project.

CDM shall submit monthly invoices to the City. Each invoice shall include a monthly written status report. Invoicing for the lump sum, Task A, Task C.3 and D.1 will be based on the percentage of completion of the task. Invoicing for the not-to-exceed services, Tasks C.1, C.2, and D2, shall be billed on a time and materials basis at CDM's prevailing rates, Exhibit B.

CDM's SOUTH POINT BPS FEE PROPOSAL

(July 12, 2004)

A. DESIGN SERVICES	Original	Costs to Complete
CDM Labor Hours	3,690 hrs	2,934 hrs
CDM Labor Services	$346,860	$286,615
Outside Professional Services:		
Survey	$8,500	$0
Geotechnical	$3,500	$0
Architectural	$45,000	$ 61,500
Landscaping	$0	$ 2,500
	$403,860	$350,615

Payment Summary

Original Task A	$403,860
Paid To Date	$179,270
Remaining Funds	$224,590

Additional Funding

New Task A Cost to Complete	$ 350,615
Credit for Remaining Funds	($224,590)
Additional Authorization	$ 126,025

Total Task A Authorization

Initial Task A Authorization	$403,860
Additional Redesign Authorization	$126,025
Total Design Task A	$529,885

C. PERMITTING AND BIDDING SERVICES	Original	Cost to Complete
CDM Labor Hours (C.1 and C.2)	644 hrs	500 hrs
CDM Labor Services (C.1)	$31,840	$47,155
Outside Professional Services		
Architecture (New DRB)		$10,000
Landscaping (New DRB)		$ 1,200
CDM Labor Services (C.2)	$34,715	$36,500
Out of Scope Services (C.3)		$57,000
	$66,555	$151,855

Payment Summary

Original Task C.1 and C.2	$66,555
Paid to Date	$ 4,605
Remaining Funds	$61,950

Additional Funding

New Tasks C.1 to C.3	$151,855
Credit for Remaining Funds	$(61,950)
Additional Authorization	$ 89,905

Total Authorization

Initial Task C Authorization	$ 66,555
Additional Authorization	$ 89,905
Total Permitting/Bidding Task C.1	$156,460

D. REIMBURSABLES	Original	Cost to Complete
Subtotal (D.1)	$16,252	$17,952
Subtotal (D.2)	$ 1,538	$ 1,538
	$17,790	$19,490

Payment Summary:

Original Task D.1, D.2	$17,790
Paid to Date	$ 6,311
Remaining	$11,479

Additional Funding:

New Task D	$ 19,490
Credit for Remaining Funds	$(11,479)
Additional Authorization	$ 8,011

Total Task D Authorization:

Initial Task D Authorization	$17,790
Additional Reimbursables	$ 8,011
Total Reimbursables Task D	$25,801

SUMMARY OF COMPENSATION

Task	Amendment No. 9	Amendment 16	Total
A	$403,860	$126,025	$529,885
B	-----	-----	------
C	$66,555	$89,905	$156,460
D	$17,790	$8,011	$25,801
	$488,205	$223,941	$712,146

APPENDIX A

LIST OF DRAWINGS (6/25/04)

SOUTH POINT WASTEWATER BOOSTER PUMP STATION

SHEET No.	TITLE
GENERAL	
G-0	Cover
G-1	Index and Legend
G-2	Abbreviations
CIVIL	
C-1	Site Survey
C-2	Site Demolition Plan
C-3	Underground Demolition Plan
C-4	Plot/Soil Borings Plan
C-5	Grading Plan
C-6	Yard Piping Plan
CD-1	Miscellaneous Civil Details
CD-2	Miscellaneous Civil Details
CD-3	Paving and Grading Miscellaneous Details
ARCHITECTURAL	
A-1	Architectural/Sheet Index, Abbreviation and Symbols
A-2	Pump Station Floor Plan
A-3	Pump Station Floor Plan
A-4	Pump Station Floor Plan
A-5	Pump Station Elevation
A-6	Pump Station Elevation
A-7	Pump Station Schedules and Details
A-8	Pump Station Schedules and Details
LANDSCAPING	
L-1	Landscape Plan
L-2	Landscape Specifications
L-3	Irrigation Plan
L-4	Irrigation Specifications

SHEET No.	TITLE
STRUCTURAL	
S-1	Structural Notes and Abbreviations
S-2	Pile Foundation Plan and Details
S-3	Intermediate Level Plan and Sections
S-4	Roof Plan and Details
S-5	Elevations and Details
S-6	Schedules and Details
SD-1	Structural Details
SD-2	Structural Details
MECHANICAL	
M-1	Booster Pump Station - Pump Room Plan
M-2	Booster Pump Station - Motor Room Plan
M-3	Booster Pump Station - Sections
M-4	Booster Pump Station - Sections
M-5	Fuel Storage Tank, Schematic and Details
M-6	Meter and Valve Pit Details
MD-1	Miscellaneous Mechanical Details
MD-2	
MD-3	Pipe Hangers and Supports
HVAC	
H-1	HVAC Symbols and Abbreviations
H-2	Pump Station HVAC Floor Plan
H-3	Electrical Room HVAC Floor Plan
H-4	HVAC Schedules and Details
PLUMBING	
P-1	Plumbing Symbols and Abbreviations
P-2	Pump Station Plumbing Floor Plan
P-3	Plumbing Risers, Schedules and Details

SHEET No.	TITLE
ELECTRICAL	
E-1	Electrical Symbols and Abbreviations
E-2	Electrical Site Plan
E-3	4160 Volt Single Line Power Diagram
E-4	480 Volt Single Line Power Diagram
E-5	Elementary and Generator Control Diagrams
E-6	Instrumentation, Control and Instrumentation Upper Plan
E-7	Equipment Elevations
E-8	Pump Station Power, Control and Instrumentation Upper Plan
E-9	Pump Station Lighting Upper Plan
E-10	Pump Station Power, Control and Instrumentation Lower Plan
E-11	Pump Station Lighting Lower Plan
E-12	Fuel Storage Tank and Generator Plans
E-13	Lighting Fixtures and Panel Schedules
E-14	Electrical Details
INSTRUMENTATION	
I-1	Instrumentation Legend Sheet
I-2	Instrumentation Block Diagram
I-3	Instrumentation P&ID
I-4	Instrumentation Loops
I-5	Instrumentation Loops
I-6	Instrumentation Loops
I-7	Instrumentation Loops
I-8	Instrumentation Loops
I-9	Instrumentation Details

CDM

EXHIBIT B

CDM

SCHEDULE OF HOURLY BILLING RATES
COST GROUP II

CATEGORIES	HOURLY RATES
PROFESSIONAL SERVICES:	
OFFICER	$ 160.00
PRINCIPAL / ASSOCIATE	$ 140.00
SENIOR PROFESSIONAL	$ 120.00
PROFESSIONAL II	$ 105.00
PROFESSIONAL I	$ 90.00
PROFESSIONAL SUPPORT SERVICES	
SENIOR SUPPORT SERVICES	$ 90.00
STAFF SUPPORT SERVICES	$ 75.00
FIELD SERVICES	
SENIOR PROFESSIONAL	$ 80.00
PROFESSIONAL	$ 65.00
PROJECT SUPPORT SERVICES	
PROJECT ADMINISTRATION	$ 65.00

All subconsultant and other project related expenses are subject to a minimum handling/administrative charge of 10%.

CERTIFIED BY:

ROBERT J. ANTON
CHIEF FINANCIAL OFFICER

RATES EFFECTIVE THROUGH JANUARY 1, 2005

CDM

CITY OF MIAMI BEACH
MAN-HOUR REQUIREMENTS

SOUTH POINT WASTEWATER BOOSTER STATION

A.1 - DESIGN AND PRODUCTION OF CONTRACT DOCUMENTS

7/12/2004

TASK AND DESCRIPTION	OFFICER	PRINCIPAL/ ASSOCIATE	SENIOR PROF	PROF II	PROF I	SENIOR SUPPORT	STAFF SUPPORT	PROJ ADMINSTR	TOTAL HOURS	LABOR COSTS
1 Preliminary Design Memorandum	4	4	20	20	0	8	16	4	76	$7,620
2 Booster Station Drawings and Specifications										
CIVIL (10 Drawings) / Utilities Coord (w/ 30% reduction in hrs.)	0	17	70	91	11	56	70	0	315	$30,420
MECHANICAL (10 Drawings) (w/ 30% reduction in hrs.)	0	14	49	48	14	52	63	0	240	$22,590
HVAC (4 drawings)	1	8	40	80	0	20	40	0	189	$18,575
PLUMBING (3 Drawings)	0	2	12	80	0	26	30	0	150	$14,030
ELECTRICAL (14 drawings)	4	32	60	200	20	100	140	0	556	$52,200
INSTRUMENTATION (8 drawings)	4	12	50	120	20	80	120	0	406	$37,100
STRUCTURAL (8 Drawings)	4	40	80	80	30	60	80	0	374	$36,920
CONTRACT DOCUMENTS BID FORM & CMB PROCUREMENT COORDINATION	0	4	60	20	0	0	60	0	144	$13,960
3. Cost Estimate, Scheduling and Constructability Reviews	4	60	60	40	0	0	20	8	192	$22,100
4 Design Coordination with Architect/Engineers and Utilities	4	10	80	20	0	8	8	20	150	$16,060
5. Meetings and Presentations (5)	14	16	28	42	0	14	20	8	142	$15,040
Sub Total Design Tasks	**39**	**219**	**609**	**841**	**95**	**424**	**667**	**40**	**2,934**	**$93,525**
BILLING RATE	*$155.00*	*$140.00*	*$120.00*	*$100.00*	*$80.00*	*$85.00*	*$70.00*	*$60.00*		
cost by labor category	$ 6,045	$ 30,660	$ 73,080	$ 84,100	$ 7,600	$ 36,040	$ 46,690	$ 2,400		

CDM LABOR HOURS=	2,934
CDM LABOR $	93,525
OUTSIDE PROFESSIONALS	
STA (ARCHITECTURAL) $	30,000
URG (LANDSCAPE/ IRRIGATION) $	2,500
$	32,500
TOTAL A&E (ITEM A.1) $	126,025

CDM

KM1495 TBL.XLS dn_labor
7/12/2004

CDM

CITY OF MIAMI BEACH
MAN-HOUR REQUIREMENTS

SOUTH POINT WASTEWATER BOOSTER STATION

C.1 - ADDITIONAL SERVICES - PERMITTING ASSISTANCE

TASK AND DESCRIPTION	OFFICER	PRINCIPAL/ ASSOCIATE	SENIOR PROF	PROF II	PROF I	SENIOR SUPPORT	STAFF SUPPORT	PROJ ADMINSTR	TOTAL HOURS	LABOR COSTS
Additional Derm Permitting/ Discussions with MDWASD	4	10	40	80	8	16	10	40	208	$19,920
Sub Total Design Tasks	4	10	40	80	8	16	10	40	208	$19,920
BILLING RATE	*$155.00*	*$140.00*	*$120.00*	*$100.00*	*$80.00*	*$85.00*	*$70.00*	*$60.00*		
cost by labor category	$ 620	$ 1,400	$ 4,800	$ 8,000	$ 640	$ 1,360	$ 700	$ 2,400		

CDM LABOR HOURS= 208

CDM LABOR (ITEM C.1) $ 19,920 (Upper Limit)

OUTSIDE PROFESSIONALS

DRB Submittal	$ 10,000	
DRB Landscape	$ 1,200	
SUBTOTAL OPFS		$ 11,200
Total Item C.1		$ 31,120
		$ 31,120

CDM

CITY OF MIAMI BEACH
MAN-HOUR REQUIREMENTS

SOUTH POINT WASTEWATER BOOSTER STATION

C.2 - ADDITIONAL SERVICES - BIDDING ASSISTANCE

TASK AND DESCRIPTION	OFFICER	PRINCIPAL/ ASSOCIATE	SENIOR PROF	PROF II	PROF I	SENIOR SUPPORT	STAFF SUPPORT	PROJ ADMINSTR	TOTAL HOURS	LABOR COSTS
Additional Derm Permitting/ Discussions with MDWASD	3	0	5	0	0	0	0	12	20	$1,785
Sub Total Design Tasks	3	0	5	0	0	0	0	12	20	$1,785
BILLING RATE	*$155.00*	*$140.00*	*$120.00*	*$100.00*	*$80.00*	*$85.00*	*$70.00*	*$60.00*		
cost by labor category	$ 465	$ -	$ 600	$ -	$ -	$ -	$ -	$ 720		

CDM LABOR HOURS= 20

CDM LABOR (ITEM C.2) $ 1,785 (Upper Limit)

Total Item C.1 $ 1,785
$ 1,785

CDM

CDM

CITY OF MIAMI BEACH
MAN-HOUR REQUIREMENTS

SOUTH POINT WASTEWATER BOOSTER STATION

C.3 - SUPPLEMENTAL SERVICES - DESIGN

TASK AND DESCRIPTION	OFFICER	PRINCIPAL/ ASSOCIATE	SENIOR PROF	PROF II	PROF I	SENIOR SUPPORT	STAFF SUPPORT	PROJ ADMINSTR	TOTAL HOURS	LABOR COSTS
Site Redesign	8	0	120	80	8	16	20	40	292	$29,440
Coordination During Extended Period	4	0	10	20	0	0	10	47	91	$7,340
Cost Reduction Analysis	4	8	20	10	0	0	0	10	52	$5,740
Sub Total Design Tasks	16	8	150	110	8	16	30	97	383	$42,520
BILLING RATE	*$155.00*	*$140.00*	*$120.00*	*$100.00*	*$80.00*	*$85.00*	*$70.00*	*$60.00*		
cost by labor category	$ 2,480	$ 1,120	$ 18,000	$ 11,000	$ 640	$ 1,360	$ 2,100	$ 5,820		

CDM LABOR HOURS= 383

CDM LABOR (ITEM C.1) $ 42,520 (Upper Limit)

OUTSIDE PROFESSIONALS
ARCHITECTURAL $ 14,500
SUBTOTAL OPFS $ 14,500

Total Item C.3 $ 57,020

USE -> $ 57,000 (LUMP SUM)

CDM

CITY OF MIAMI BEACH
ESTIMATE OF DIRECT COSTS

SOUTH POINT WASTEWATER BOOSTER STATION

D.1-REIMBURSABLES (DESIGN SERVICES)

12-Jul-04

OTHER DIRECT COSTS	Quantity	Units	Rate	Cost
Travel				
Airfare (R/T)	6	ea @	$ 300.00	$ 1,800.00
Meals	11	per day	$ 21.00	$ 231.00
Parking	29	car-days	$ 6.00	$ 174.00
Car	4	per day	$ 45.00	$ 180.00
Plans and Specifications				
Preliminary	4	ea @	$ 115.00	$ 460.00
Draft Final	4	ea @	$ 125.00	$ 500.00
Reproducibles and Final CD	0	ea @	$ 150.00	$ -
Computer Charges: Data Assembly, Modeling, CAD	296	hrs @	$ 6.00	$ 1,776.00
Telephone/Omnifax/Delivery/Courrier/Post	25	ea @	$ 35.00	$ 875.00
Miscellaneous Supplies, Aerials/Maps, Oversize Printing	9	ea @	$ 35.00	$ 315.00
Consuelo M. Quintana	1	ea @	$ 1,500.00	$ 1,500.00
URG	1	ea @	$ 200.00	$ 200.00

TOTAL REIMBURSABLE COSTS (ITEM D.1) Total **$ 8,011**

RESOLUTION TO BE SUBMITTED

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution approving the vacation of a portion of West 59th Street street-end, west of North Bay Road, in favor of Roger Schindler and wife Leslie, owners of the adjacent property located at 5860 North Bay Road.

Issue:

Shall the City vacate a portion of West 59th Street street-end, west of North Bay Road?

Item Summary/Recommendation:

City right-of-ways have been vacated previously by criteria established by the City in 1989 and City Code, Chapter 82, Article II, Section 82-37. When originally platted, 56th and 59th Street street-ends were unique situations, in that the extreme ends of the streets at the bay are privately owned by the adjacent property owners. The City Commission on March 20, 2002, following the recommendation of the Land Use and Development Committee, directed the vacating of West 56th and West 59th Streets from North Bay Road to the privately owned street-end, to the adjacent property owners, while maintaining all the necessary utility easements. The property owners adjacent to West 59th Street street-end have complied with the vacation application requirements by submitting the application fee and providing a list of affected property owners. This application was delayed while the City reviewed the authority and procedure for vacating or disposing of public right-of-ways and property. The Finance and Citywide Projects Committee on June 9, 2004 requested the Administration treat each applicant on a case by case basis.

Administration recommends continuing the item due to the inability of Mr. Thomas Harris to attend. The City Commission had agreed previously that the requests of Mr. Harris, Mr. Schindler and Mrs. Donnelly be scheduled for the same meeting.

Advisory Board Recommendation:

N/A

Financial Information:

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

City Clerk's Office Legislative Tracking:

Robert T. Halfhill

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FH		

T:\AGENDA\2004\Sep0804\Consent\59thStreetSchindlerSummary.doc

AGENDA ITEM R7D

DATE 9-8-04

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: September 8, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY NOTICED PUBLIC HEARING, APPROVING AND AUTHORIZING THE VACATION OF A PORTION (THE SOUTHERN HALF) OF WEST 59TH STREET STREET-END, WEST OF NORTH BAY ROAD, IN FAVOR OF ROGER J. SCHINDLER AND LESLIE SCHINDLER, OWNERS OF THE ADJACENT PROPERTY LOCATED AT 5860 NORTH BAY ROAD; RETAINING UTILITY EASEMENT RIGHTS WITHIN SAID VACATED PORTION OF THE STREET; WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS, PURSUANT TO ARTICLE II, SECTION 82-36 THROUGH 82-40 OF THE MIAMI BEACH CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE THE VACATION, INCLUDING A QUITCLAIM DEED, SUBJECT TO FINAL REVIEW AND APPROVAL OF SAME BY THE CITY ATTORNEY'S OFFICE**

ADMINISTRATION RECOMMENDATION:

The Administration recommends continuing this item due to the absence of Mr. Thomas Harris.

BACKGROUND:

City right-of-ways have been vacated previously by criteria established by the City in 1989 and City Code, Chapter 82, Article II, Section 82-37. When the LaGorce-Golf Subdivision was platted in 1925, a portion of West 56th Street and West 59th Street, at the extreme ends adjacent to the bay, were retained as private land and sold to one of the adjacent property owners (see attached sketch "A"). The portion of West 59th Street street-end is now owned by Roger Schindler and wife Leslie, owners of the property located at 5860 North Bay Road, and the portion of 56th Street street-end is owned by the property owners at 5600 Bay Road.

Mr. Roger Schindler was granted a revocable permit on December 24, 1991 for the installation of a wrought iron gate and fence enclosing the remainder of West 59th Street street-end, west of North Bay Road.

In 2001, when a construction permit was sought for the reconstruction of the existing wall and gates, an amendment to the revocable permit was requested. On December 19, 2001 an amendment to the revocable permit was denied by the City Commission because of the ownership questions. The issue was referred to the Land Use and Development Committee.

The City Commission, upon the recommendation of the Land Use and Development Committee, directed the Administration to consider the vacation of the property along West 56th and West 59th Streets, from North Bay Road to the street-end, to the adjacent property owners, while maintaining all the necessary utility easements. .

Mr. Thomas Harris and Mr. Roger Schindler, the property owners adjacent to the West 59th Street street-end, responded affirmatively to this vacation offer and met the requirements as set forth in the July 26, 1989 Land Use Committee guidelines and City Code Chapter 82, Article II Sec. 82-37 for street vacation application requirements. These requests had been delayed due to questions regarding the City's ability and procedures for vacating, selling or otherwise disposing of City owned property. The Finance and Citywide Projects Committee on June 9, 2004 recommended each applicant be evaluated on a case by case basis.

On July 7, 2004 the City Commission adopted Resolution Nos. 2004-25621 and 2004-25622 setting a public hearing for September 8, 2004 to consider the vacation of 59th Street. At the same meeting the City Commission referred the issue of vacating City property to the Finance and Citywide Projects Committee.

The Finance and Citywide Projects Committee met on August 18, 2004 and recommended that all requests for vacating City property must meet the seven criteria for granting of revocable permits.

ANALYSIS:

In accordance with Ordinance No. 92-2783, codified into City Code Chapter 82, Article II, Section 82-37, the City, has advertised and scheduled the public hearing during the September 8, 2004 commission meeting.

As shown in the attached sketch, the western most street-ends of 56th Street and 59th Street, adjacent to Biscayne Bay, are privately owned. The remainders of the street-ends are public rights-of-way with storm-water pipes traversing the street-end and discharging into Biscayne Bay.

The Administration had initially reviewed these street-ends, and recommended to the City Commission on March 20, 2002, the vacation be approved. However, following further review of the City's vacation policies by the City Commission and the Finance and Citywide

Projects Committee (FCWPC), new guidelines were proposed during the August 18, 2004 FCWPC meeting. These guidelines propose to apply the same seven criteria used in granting a revocable permit.

CONCLUSION:

The application was evaluated using the criteria for a revocable permit. Based on those criteria, the Administration recommends denying the request to vacate due to the failure to satisfy the four elements listed below:

(1) That the applicants need is substantial.

Not satisfied. Substantial need has to be demonstrated further with valid justification.

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

Satisfied.

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

Satisfied. Any improvement would have to be permitted and approved by the City.

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

Satisfied. The City retains utility easements.

(5) Alternatively:

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

   Not satisfied. Applicants have not demonstrated that any hardship exists that deprives them of a reasonable use of City property.

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

Not satisfied if the street ends will be enclosed. Any closure fence will deprive the neighborhood of access to that street-end.

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

Not satisfied. A similar request at 2900 Prairie Avenue has been denied.

(7) That granting the vacation will not be injurious to the surrounding properties, the neighborhood, or otherwise detrimental to the public welfare.

Not satisfied. By definition, a public right-of-way is property that must be open and accessible to the public. Vacation will allow enclosures and deny public access.

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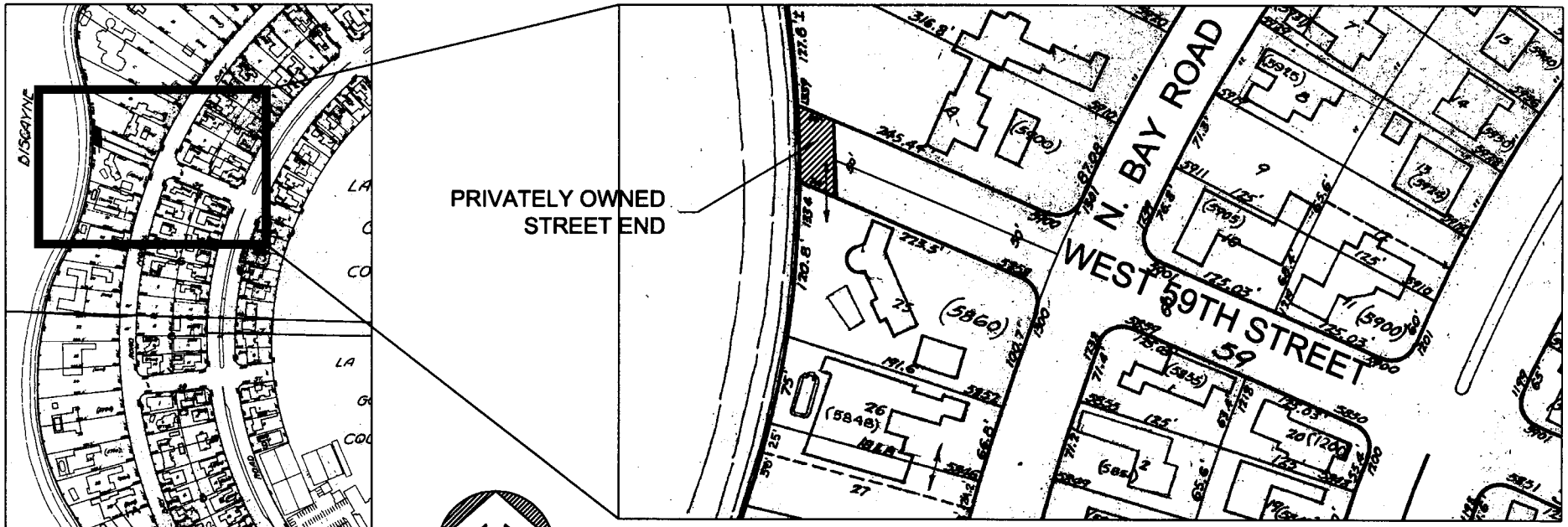
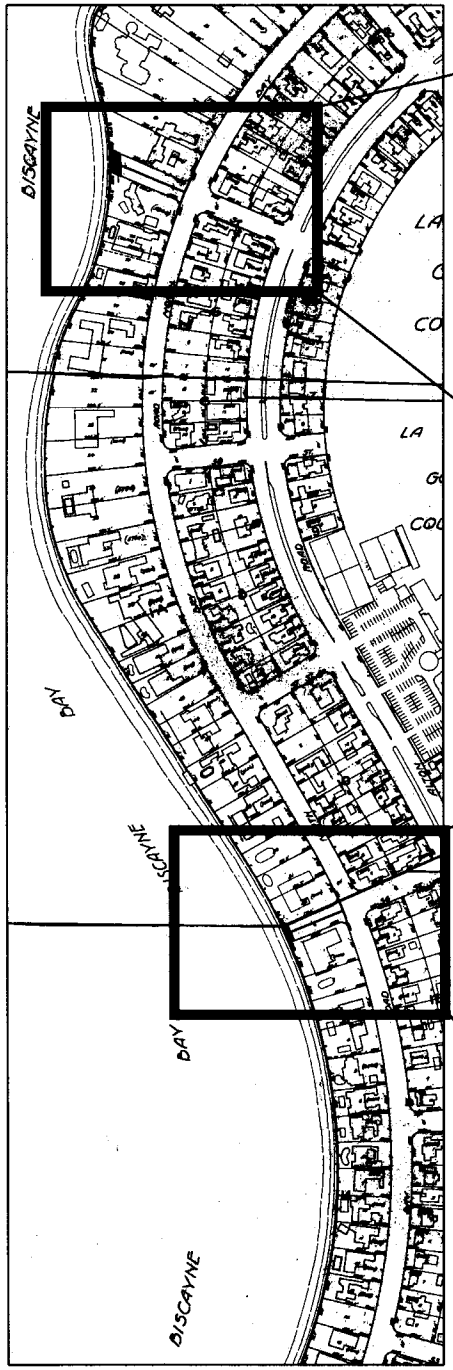
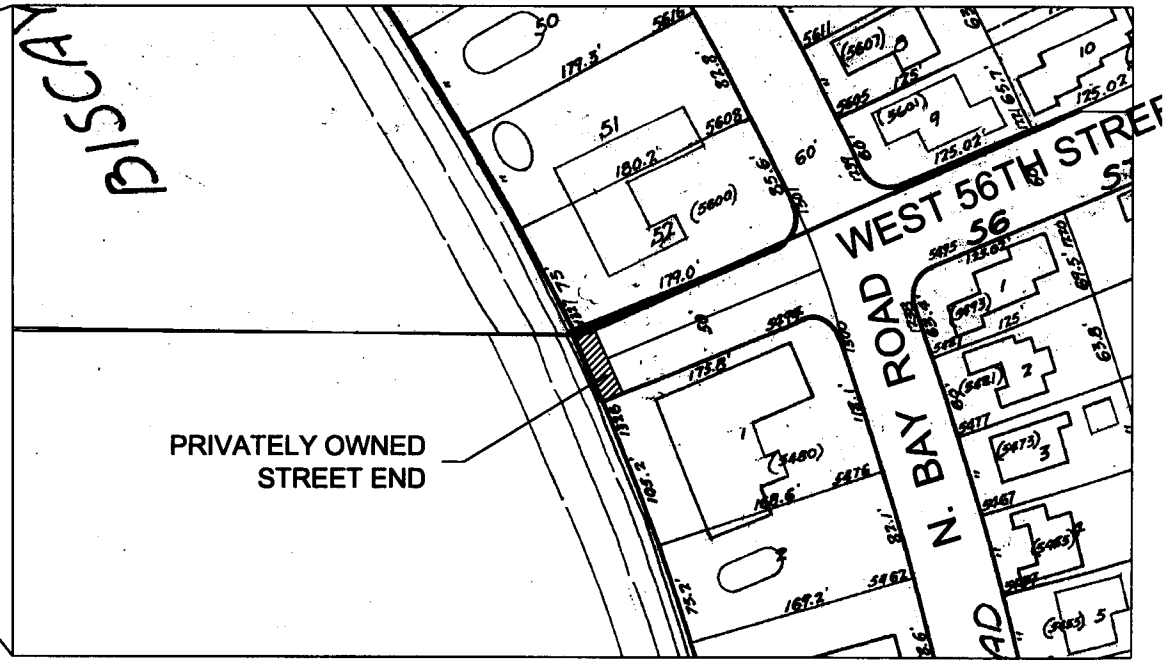


WEST 59TH STREET STREET-END



AREA MAP



WEST 56TH STREET STREET-END

SKETCH SHOWING WEST 56TH STREET & WEST 59TH STREET STREET-ENDS

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, September 8, 2004, at 10:15 a.m., to consider the following:**

TO CONSIDER PUBLIC COMMENT, AS REQUIRED BY SECTION 82-37 OF THE CITY CODE (ORDINANCE NO. 92-2783), REGARDING THE VACATION OF A PORTION (THE SOUTHERN HALF) OF THE WEST 59TH STREET STREET-END, WEST OF NORTH BAY ROAD, IN FAVOR OF ROGER J. SCHINDLER AND LESLIE SCHINDLER, OWNERS OF THE ADJACENT PROPERTY LOCATED AT 5860 NORTH BAY ROAD.

TO CONSIDER PUBLIC COMMENT, AS REQUIRED BY SECTION 82-37 OF THE CITY CODE (ORDINANCE NO. 92-2783), REGARDING THE VACATION OF A PORTION (THE NORTHERN HALF) OF THE WEST 59TH STREET STREET-END, WEST OF NORTH BAY ROAD, IN FAVOR OF WILLIAM THOMAS HARRIS III AND RICHARD KOENIGSBERG AS TRUSTEES (THE "TOM HARRIS TRUST"), OWNER OF THE ADJACENT PROPERTY LOCATED AT 5900 NORTH BAY ROAD.

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

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be 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 #0277

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution approving the vacation of a portion of West 59th Street street-end, west of North Bay Road, in favor of Thomas Harris, owner of the adjacent property located at 5900 North Bay Road.

Issue:

Shall the City vacate a portion of West 59th Street street-end, west of North Bay Road?

Item Summary/Recommendation:

City right-of-ways have been vacated previously by criteria established by the City in 1989 and City Code, Chapter 82, Article II, Section 82-37. When originally platted, 56th and 59th Street street-ends were unique situations, in that the extreme ends of the streets at the bay are privately owned by the adjacent property owners. The City Commission on March 20, 2002, following the recommendation of the Land Use and Development Committee, directed the vacating of West 56th and West 59th Streets from North Bay Road to the privately owned street-end, to the adjacent property owners, while maintaining all the necessary utility easements. The property owners adjacent to West 59th Street street-end have complied with the vacation application requirements by submitting the application fee and providing a list of affected property owners. This application was delayed while the City reviewed the authority and procedure for vacating or disposing of public right-of-ways and property. The Finance and Citywide Projects Committee on June 9, 2004 requested the Administration treat each applicant on a case by case basis.

Administration recommends continuing the item due to the inability of Mr. Thomas Harris to attend. The City Commission had agreed previously that the requests of Mr. Harris, Mr. Schindler and Mrs. Donnelly be scheduled for the same meeting.

Advisory Board Recommendation:

N/A

Financial Information:

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

City Clerk's Office Legislative Tracking:

Robert T. Halfhill

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R7E

DATE 9-8-04

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: September 8, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY NOTICED PUBLIC HEARING, APPROVING AND AUTHORIZING THE VACATION OF A PORTION (THE NORTHERN HALF) OF WEST 59TH STREET STREET-END, WEST OF NORTH BAY ROAD, IN FAVOR OF WILLIAM THOMAS HARRIS III AND RICHARD KOENIGSBERG, AS TRUSTEES (THE "TOM HARRIS TRUST"), OWNERS OF THE ADJACENT PROPERTY LOCATED AT 5900 NORTH BAY ROAD; RETAINING UTILITY EASEMENT RIGHTS WITHIN SAID VACATED PORTION OF THE STREET-END; WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS, PURSUANT TO ARTICLE II, SECTION 82-36 THROUGH 82-40 OF THE MIAMI BEACH CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE THE VACATION, INCLUDING A QUITCLAIM DEED, SUBJECT TO FINAL REVIEW AND APPROVAL OF SAME BY THE CITY ATTORNEY'S OFFICE.**

ADMINISTRATION RECOMMENDATION:

Administration recommends continuing the item due to the inability of Mr. Thomas Harris to attend. The City Commission had agreed previously that the requests of Mr. Harris, Mr. Schindler and Mrs. Donnelly be scheduled for the same meeting.

BACKGROUND:

City right-of-ways have been vacated previously by criteria established by the City in 1989 and City Code, Chapter 82, Article II, Section 82-37. When the LaGorce-Golf Subdivision was platted in 1925, a portion of West 56th Street and West 59th Street, at the extreme ends adjacent to the bay, were retained as private land and sold to one of the adjacent property owners (see attached sketch "A"). The portion of West 59th Street street-end is now owned by Roger Schindler and wife Leslie, owners of the property located at 5860 North Bay Road, and the portion of 56th Street street-end is owned by the property owners at 5600 Bay Road.

Mr. Roger Schindler was granted a revocable permit on December 24, 1991 for the installation of a wrought iron gate and fence enclosing the remainder of West 59th Street street-end, west of North Bay Road.

In 2001, when a construction permit was sought for the reconstruction of the existing wall and gates, an amendment to the revocable permit was requested. On December 19, 2001 an amendment to the revocable permit was denied by the City Commission because of the ownership questions. The issue was referred to the Land Use and Development Committee.

The City Commission, upon the recommendation of the Land Use and Development Committee, directed the Administration to consider the vacation of the property along West 56th and West 59th Streets, from North Bay Road to the street-end, to the adjacent property owners, while maintaining all the necessary utility easements.

Mr. Thomas Harris and Mr. Roger Schindler, the property owners adjacent to the West 59th Street street-end, responded affirmatively to this vacation offer and met the requirements as set forth in the July 26, 1989 Land Use Committee guidelines and City Code Chapter 82, Article II Sec. 82-37 for street vacation application requirements. These requests had been delayed due to questions regarding the City's ability and procedures for vacating, selling or otherwise disposing of City owned property. The Finance and Citywide Projects Committee on June 9, 2004 recommended each applicant be evaluated on a case by case basis.

On July 7, 2004 the City Commission adopted Resolution Nos. 2004-25621 and 2004-25622 setting a public hearing for September 8, 2004 to consider the vacation of 59th Street. At the same meeting the City Commission referred the issue of vacating City property to the Finance and Citywide Projects Committee.

The Finance and Citywide Projects Committee met on August 18, 2004 and recommended that all requests for vacating City property must meet the seven criteria for granting of revocable permits.

ANALYSIS:

In accordance with Ordinance No. 92-2783, codified into City Code Chapter 82, Article II, Section 82-37, the City, has advertised and scheduled the public hearing during the September 8, 2004 commission meeting.

As shown in the attached sketch, the western most street-ends of 56th Street and 59th Street, adjacent to Biscayne Bay are privately owned. The remainders of the street-ends are public rights-of-way with storm-water pipes traversing the street-end and discharging into Biscayne Bay.

The Administration had initially reviewed these street-ends, and recommended to the City Commission on March 20, 2002, the vacation be approved. However, following further review of the City's vacation policies by the City Commission and the Finance and Citywide Projects Committee (FCWPC), new guidelines were proposed during the August 18, 2004 FCWPC meeting. These guidelines propose to apply the same seven criteria used in granting a revocable permit.

CONCLUSION:

The application was evaluated using the criteria for a revocable permit. Based on those criteria, the Administration recommends denying the request to vacate due to the failure to satisfy the four elements listed below:

(1) That the applicants need is substantial.

Not satisfied. Substantial need has to be demonstrated further with valid justification.

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

Satisfied.

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

Satisfied. Any improvement would have to be permitted and approved by the City.

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

Satisfied. The City retains utility easements.

(5) Alternatively:

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

Not satisfied. Applicants have not demonstrated that any hardship exists that deprives them of a reasonable use of City property.

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

Not satisfied if the street ends will be enclosed. Any closure fence will deprive the neighborhood of access to that street-end.

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

conditions.

Not satisfied. A similar request at 2900 Prairie Avenue has been denied.

(7) That granting the vacation will not be injurious to the surrounding properties, the neighborhood, or otherwise detrimental to the public welfare.

Not satisfied. By definition, a public right-of-way is property that must be open and accessible to the public. Vacation will allow enclosures and deny public access.

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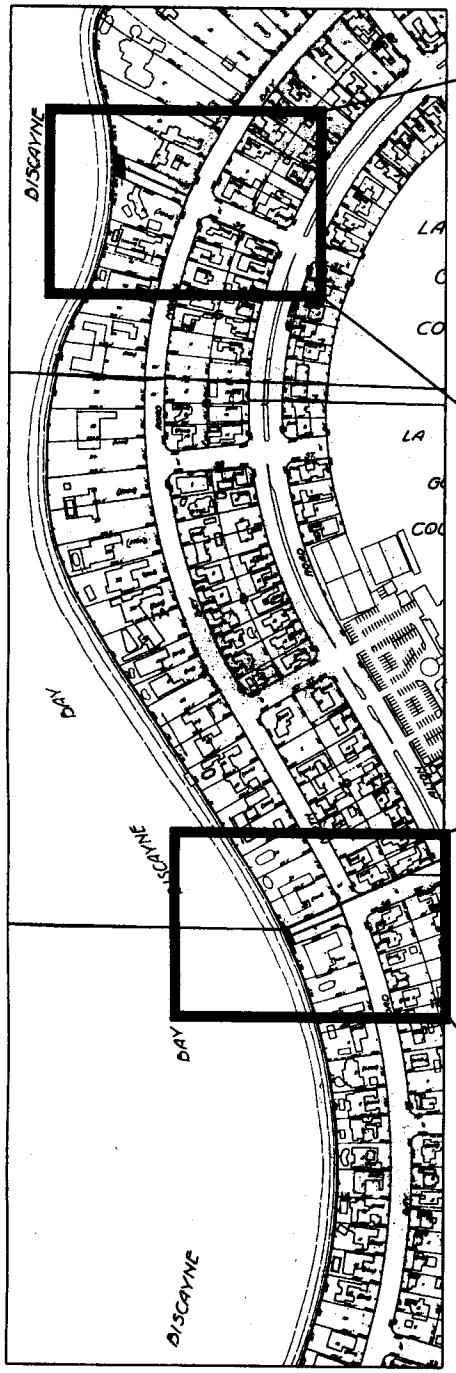
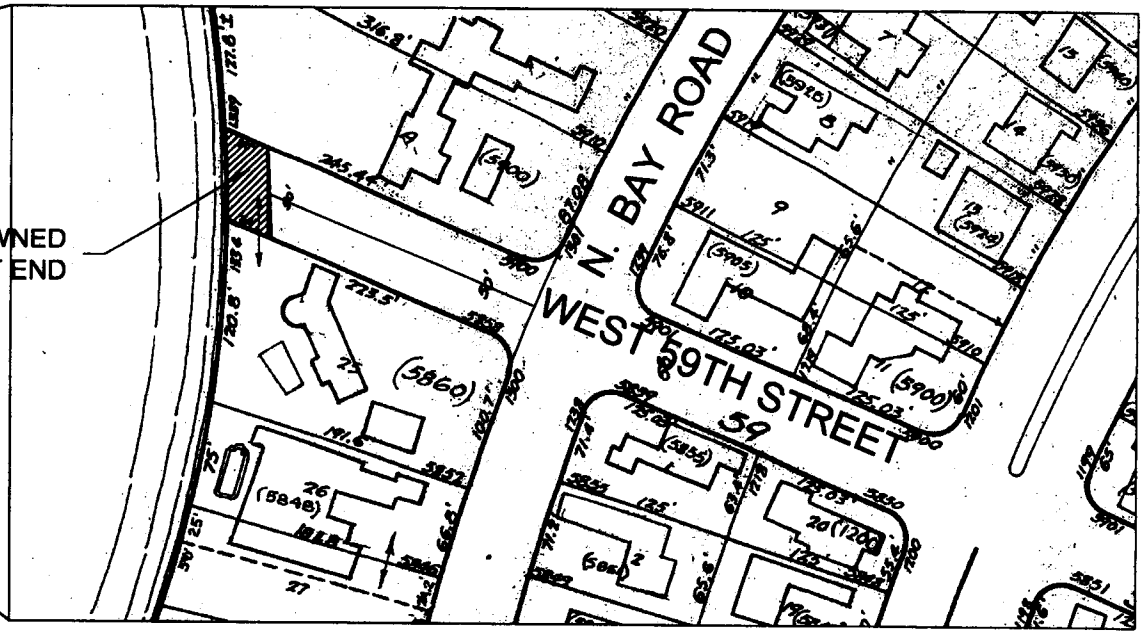
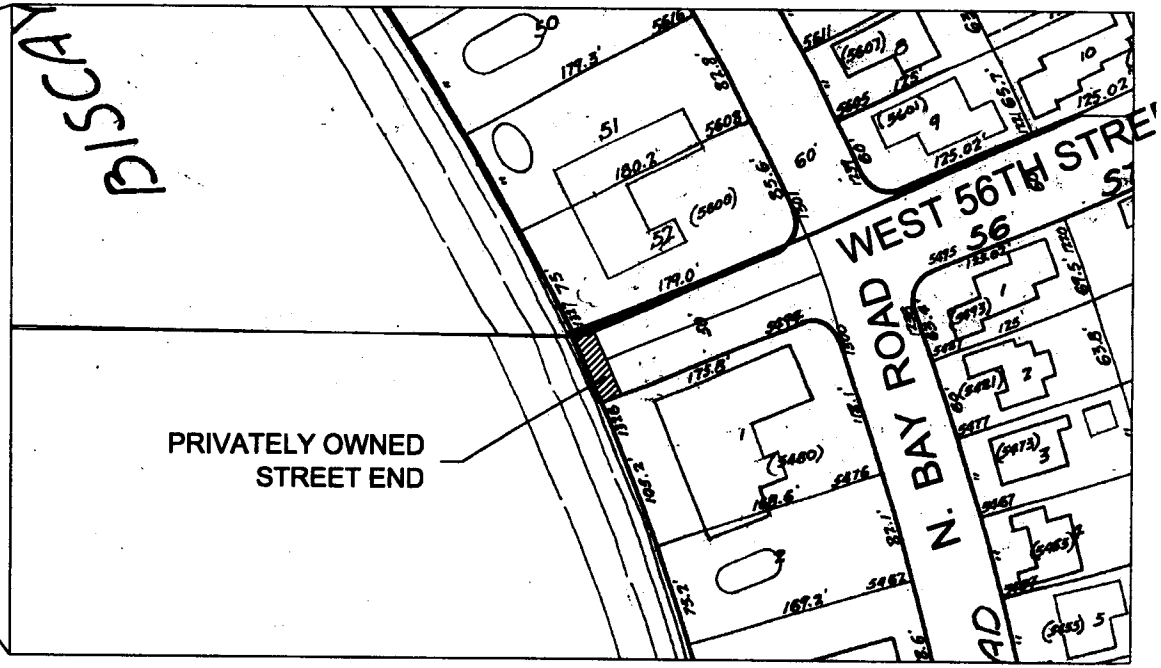


AREA MAP



WEST 59TH STREET STREET-END



WEST 56TH STREET STREET-END

SKETCH SHOWING WEST 56TH STREET & WEST 59TH STREET STREET-ENDS

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, September 8, 2004, at 10:15 a.m., to consider the following:**

TO CONSIDER PUBLIC COMMENT, AS REQUIRED BY SECTION 82-37 OF THE CITY CODE (ORDINANCE NO. 92-2783), REGARDING THE VACATION OF A PORTION (THE SOUTHERN HALF) OF THE WEST 59TH STREET STREET-END, WEST OF NORTH BAY ROAD, IN FAVOR OF ROGER J. SCHINDLER AND LESLIE SCHINDLER, OWNERS OF THE ADJACENT PROPERTY LOCATED AT 5860 NORTH BAY ROAD.

TO CONSIDER PUBLIC COMMENT, AS REQUIRED BY SECTION 82-37 OF THE CITY CODE (ORDINANCE NO. 92-2783), REGARDING THE VACATION OF A PORTION (THE NORTHERN HALF) OF THE WEST 59TH STREET STREET-END, WEST OF NORTH BAY ROAD, IN FAVOR OF WILLIAM THOMAS HARRIS III AND RICHARD KOENIGSBERG AS TRUSTEES (THE "TOM HARRIS TRUST"), OWNER OF THE ADJACENT PROPERTY LOCATED AT 5900 NORTH BAY ROAD.

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

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

Robert E. Parcher, City Clerk
City of Miami Beach

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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 #0277

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution approving the vacation of a portion of West 56th Street street-end, west of North Bay Road, in favor of Mary Elizabeth Donnelly, owner of the adjacent property located at 5480 North Bay Road.

Issue:

Shall the City vacate a portion of West 56th Street street-end, west of North Bay Road?

Item Summary/Recommendation:

City right-of-ways have been vacated previously by criteria established by the City in 1989 and City Code, Chapter 82, Article II, Section 82-37. When originally platted, 56th and 59th Street street-ends were unique situations, in that the extreme ends of the streets at the bay are privately owned by the adjacent property owners. The City Commission on March 20, 2002, following the recommendation of the Land Use and Development Committee, directed the vacating of West 56th and West 59th Streets from North Bay Road to the privately owned street-end, to the adjacent property owners, while maintaining all the necessary utility easements. The property owners adjacent to West 56th and 59th Street street-ends have complied with the vacation application requirements by submitting the application fee and providing a list of affected property owners. This application was delayed while the City reviewed the authority and procedure for vacating or disposing of public right-of-ways and property. The Finance and Citywide Projects Committee on June 9, 2004 requested the Administration treat each applicant on a case by case basis.

Administration recommends continuing the item due to the inability of Mr. Thomas Harris to attend. The City Commission had agreed previously that the requests of Mr. Harris, Mr. Schindler and Mrs. Donnelly be scheduled for the same meeting.

Advisory Board Recommendation:

N/A

Financial Information:

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

City Clerk's Office Legislative Tracking:

Robert T. Halfhill

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FHJ		

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AGENDA ITEM R7F

DATE 9-8-04

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: September 8, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY NOTICED PUBLIC HEARING, APPROVING AND AUTHORIZING THE VACATION OF A PORTION (THE SOUTHERN HALF) OF WEST 56TH STREET STREET-END, WEST OF NORTH BAY ROAD, IN FAVOR OF MARY ELIZABETH DONNELLY, OWNER OF THE ADJACENT PROPERTY LOCATED AT 5480 NORTH BAY ROAD; RETAINING UTILITY EASEMENT RIGHTS WITHIN SAID VACATED PORTION OF THE STREET; WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS, PURSUANT TO ARTICLE II, SECTION 82-36 THROUGH 82-40 OF THE MIAMI BEACH CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE THE VACATION, INCLUDING A QUITCLAIM DEED, SUBJECT TO FINAL REVIEW AND APPROVAL OF SAME BY THE CITY ATTORNEY'S OFFICE.**

ADMINISTRATION RECOMMENDATION:

Administration recommends continuing the item due to the inability of Mr. Thomas Harris to attend. The City Commission had agreed previously that the requests of Mr. Harris, Mr. Schindler and Mrs. Donnelly be scheduled for the same meeting.

BACKGROUND:

City right-of-ways have been vacated previously by criteria established by the City in 1989 and City Code, Chapter 82, Article II, Section 82-37. When the LaGorce-Golf Subdivision was platted in 1925, a portion of West 56th Street and West 59th Street, at the extreme ends adjacent to the bay, were retained as private land and sold to one of the adjacent property owners (see attached sketch "A"). The portion of West 59th Street street-end is now owned by Roger Schindler and wife Leslie, owners of the property located at 5860 North Bay Road, and the portion of 56th Street street-end is owned by the property owners at 5600 Bay Road.

The City Commission, upon the recommendation of the Land Use and Development Committee, directed the Administration to consider the vacation of the property along West

56th and West 59th Streets, from North Bay Road to the street-end, to the adjacent property owners, while maintaining all the necessary utility easements.

Mr. Thomas Harris and Mr. Roger Schindler, the property owners adjacent to the West 59th Street street-end, responded affirmatively to this vacation offer and met the requirements as set forth in the July 26, 1989 Land Use Committee guidelines and City Code Chapter 82, Article II Sec. 82-37 for street vacation application requirements. These requests had been delayed due to questions regarding the City's ability and procedures for vacating, selling or otherwise disposing of City owned property. The Finance and Citywide Projects Committee on June 9, 2004 recommended each applicant be evaluated on a case by case basis.

On July 7, 2004 the City Commission adopted Resolution Nos. 2004-25621 and 2004-25622 setting a public hearing for September 8, 2004 to consider the vacation of 59th Street.

Mrs. Elizabeth Donnelly, a resident of 5480 North Bay Road, addressed the City Commission requesting approval to submit her application for vacation of the West 56th Street end, and be heard at a Public Hearing scheduled for the same date as Mr. Harris and Mr. Schindler. The City Commission agreed that the three requests vacating street-ends should be heard at the meeting on September 8, 2004. At the same meeting the City Commission referred the issue of vacating City property to the Finance and Citywide Projects Committee.

The Finance and Citywide Projects Committee met on August 18, 2004 and recommended that all requests for vacating City property must meet the seven criteria for granting of revocable permits.

ANALYSIS:

In accordance with Ordinance No. 92-2783, codified into City Code Chapter 82, Article II, Section 82-37, the City, has advertised and scheduled the public hearing during the September 8, 2004 commission meeting.

As shown in the attached sketch, the western most street-ends of 56th Street and 59th Street, adjacent to Biscayne Bay, are privately owned. The remainders of the street-ends are public rights-of-way with storm-water pipes traversing the street-end and discharging into Biscayne Bay.

The Administration had initially reviewed these street-ends, and recommended to the City Commission on March 20, 2002, the vacation request of Mr. Harris and Mr. Schindler be approved. There has not been a previous recommendation for Mrs. Donnelly application. However, following further review of the City's vacation policies by the City Commission

and the Finance and Citywide Projects Committee (FCWPC), new guidelines were proposed during the August 18, 2004 FCWPC meeting. These guidelines propose to apply the same seven criteria used in granting a revocable permit.

CONCLUSION:

The application was evaluated using the criteria for a revocable permit. Based on those criteria, the Administration recommends denying the request to vacate due to the failure to satisfy the four elements listed below:

(1) That the applicants need is substantial.

Not satisfied. Substantial need has to be demonstrated further with valid justification.

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

Satisfied.

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

Satisfied. Any improvement would have to be permitted and approved by the City.

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

Satisfied. The City retains utility easements.

(5) Alternatively:

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

Not satisfied. Applicants have not demonstrated that any hardship exists that deprives them of a reasonable use of City property.

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

improved lighting, and improved security.

Not satisfied if the street ends will be enclosed. Any closure fence will deprive the neighborhood of access to that street-end.

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

Not satisfied. A similar request at 2900 Prairie Avenue has been denied.

(7) That granting the vacation will not be injurious to the surrounding properties, the neighborhood, or otherwise detrimental to the public welfare.

Not satisfied. By definition, a public right-of-way is property that must be open and accessible to the public. Vacation will allow enclosures and deny public access.

JMG/RCM/FHB/

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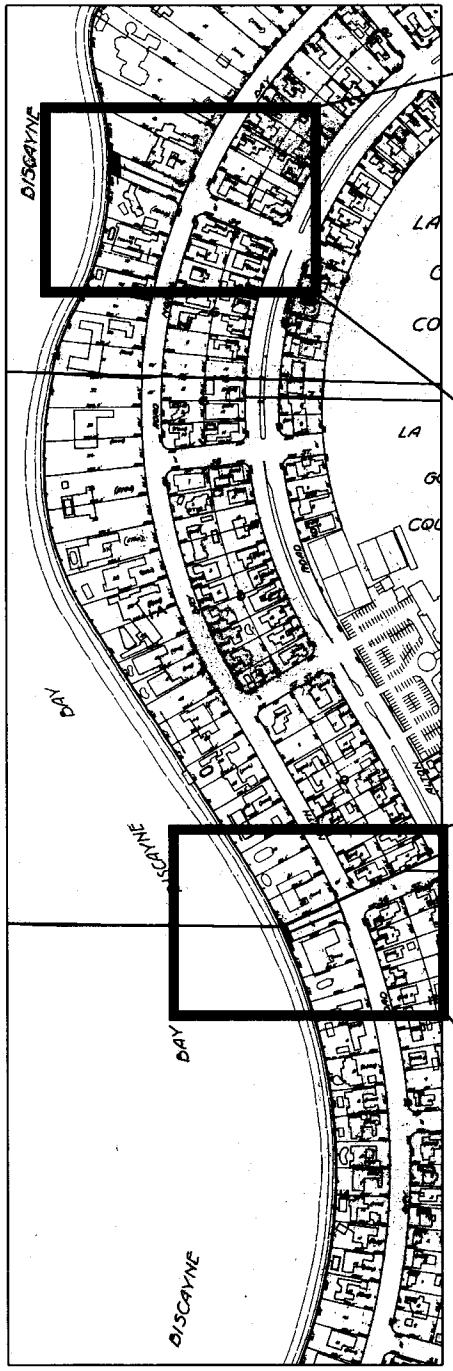
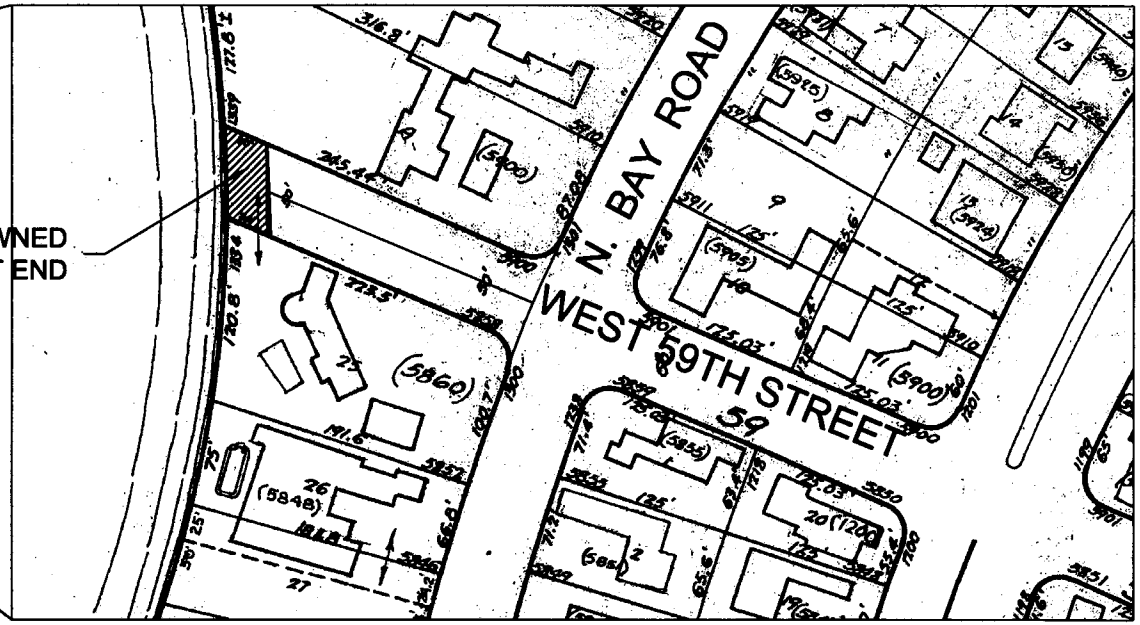
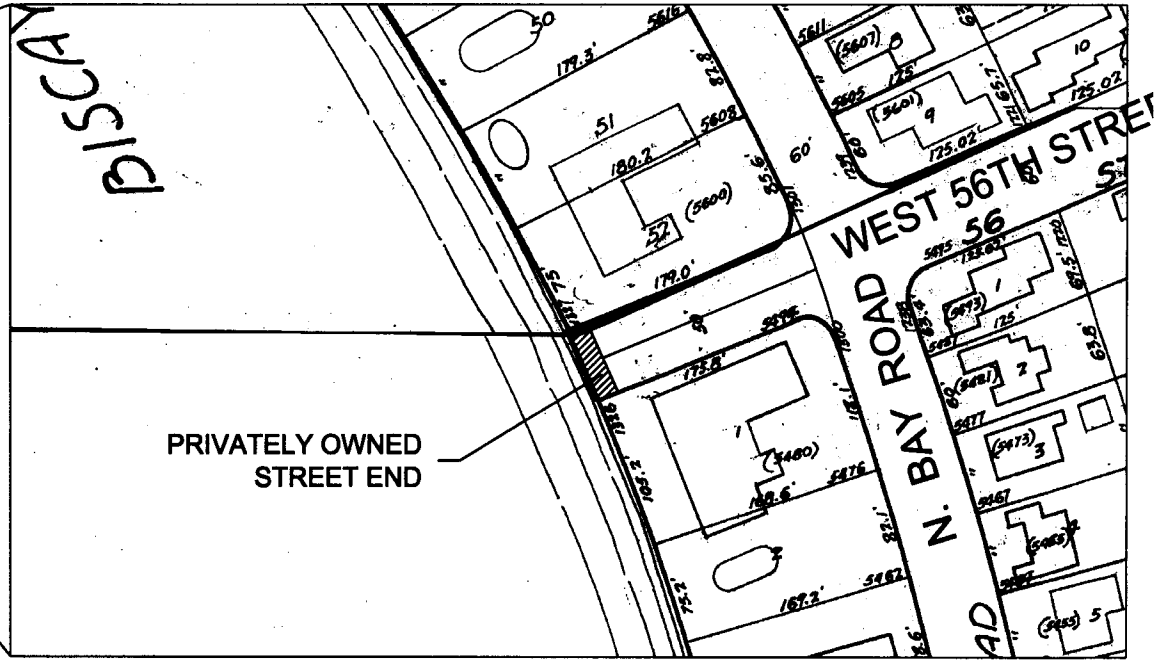


AREA MAP



WEST 59TH STREET STREET-END



WEST 56TH STREET STREET-END

SKETCH SHOWING WEST 56TH STREET & WEST 59TH STREET STREET-ENDS

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, September 8, 2004, at 10:20 a.m., to consider the following:**

TO CONSIDER PUBLIC COMMENT, AS REQUIRED BY THE CITY'S GUIDELINES FOR VACATION OR ABANDONMENT OF STREETS OR OTHER RIGHTS-OF-WAY AND PURSUANT TO SECTION 82-37 OF THE CITY CODE (ORDINANCE NO. 92-2783), REGARDING THE VACATION OF A PORTION (THE SOUTHERN HALF) OF THE WEST 56TH STREET STREET-END, WEST OF NORTH BAY ROAD, IN FAVOR OF MARY ELIZABETH DONNELLY, OWNER OF THE ADJACENT PROPERTY LOCATED AT 5480 NORTH BAY ROAD.

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

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be 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 #0278

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution approving in accordance with the provisions set forth in Section 2.2 of the Development Agreement between the City of Miami Beach and the New World Symphony (NWS), project concept plan alternative #4 and authorizing the NWS to proceed with the design of the concept plan.

Issue:

Should the City Commission consider the enclosed alternatives and the recommendations of the Planning Board and approve a concept plan for the NWS to proceed with development of their project?

Item Summary/Recommendation:

Pursuant to Section 2.2 of the Development Agreement between the City of Miami Beach and the New World Symphony (NWS), executed on January 5, 2004, NWS submitted certain project concept plan alternatives which were reviewed by the Administration on March 29, 2004, and subsequently by the Planning Board at its meeting on May 25, 2004. The plan initially favored by the NWS called for the closure of Drexel Avenue. Subsequent to opposition from the Cejas family, owners of the 420 Lincoln Road building, NWS presented revised concept plan alternatives, placing SoundSpace on the west surface lot and leaving Drexel Avenue open to traffic. The new alternatives were presented to the Administration on July 29, 2004 and to the Planning Board on August 24, 2004. The favored plan includes a realignment of Drexel Avenue between North Lincoln Lane and 17th Street, allowing it to be integrated into the overall design of the Project and improves the visual corridor between Lincoln Road and the Convention Center.

Pursuant to the Development Agreement, following the review and recommendation of one of the concept plan alternatives by the City Manager and the Planning Board, the concept plan alternatives shall be submitted to the City Commission for review and consideration. Based on the foregoing, the Administration recommends that the Mayor and City Commission consider the enclosed alternatives and the recommendations of the Planning Board and approve a concept plan for the NWS to proceed with.

Advisory Board Recommendation:

Planning Board – Preliminary review, May 25, 2004, follow-up review on August 24, 2004 - Recommended Concept Plan Alternative #4

Financial Information:

Source of Funds:

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Christina Cuervo/Kent Bonde

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	CJC	Jorge

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AGENDA ITEM R7G

DATE 9-8-04

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 8, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN SECTION 2.2 OF THE DEVELOPMENT AGREEMENT BETWEEN THE NEW WORLD SYMPHONY AND THE CITY OF MIAMI BEACH, FLORIDA, DATED JANUARY 15, 2004, PROJECT CONCEPT PLAN ALTERNATIVE NUMBER FOUR.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Pursuant to Section 2.2 of the Development Agreement between the City of Miami Beach and the New World Symphony (NWS), executed on January 5, 2004, NWS submitted three project concept plan alternatives which were reviewed by the Administration on March 29, 2004, and subsequently by the Planning Board at its meeting on May 25, 2004.

Generally,

- Project Concept Plan #1 provides for SoundSpace and related support structures, including the garage, to be concentrated on the surface parking lot west of Drexel Avenue and for a park to occupy the lot east of Drexel Avenue;
- Project Concept Plan #2, envisions closing Drexel Avenue and placing SoundSpace on axis with Drexel Avenue on the south end of the site, locating support structures along Lincoln Lane, wrapping around the corner of Pennsylvania Avenue, locating the garage in an east-west direction along 17th Street and extending the park component around the east to the north side of the project site;
- Project Concept Plan #3, also calls for the closure of Drexel Avenue, placing SoundSpace in the middle of the two-block site. The garage and support facilities would be located along Pennsylvania Avenue and the park would be located on the east site of SoundSpace, fronting on Washington Avenue.

At the time, the NWS was recommending Concept Plan #3. While most members of the Planning Board concurred, concern was raised as to the impact of closing Drexel Avenue. Board Members were particularly concerned with concurrency issues and the impact the closing would have on development rights of other properties in the area.

Further, the Planning Board suggested that a traffic study be undertaken, as the proposal to change Lincoln Lane to a two-way street, would increase traffic on this alley. It should be noted that NWS submitted an earlier traffic study which evaluated the closing of Drexel Avenue, and found no material adverse impact of such. The Board also recommended that the SoundSpace building should be oriented closer to 17th Street, as there was concern that the proposed location and height of the facility would overshadow buildings on Lincoln Road. There was also concern that the building's height would impact historic buildings in the adjacent historic district. The Board also emphasized the importance of sequencing the construction so that replacement parking is in place before construction takes place on the surface lots. The Board recommended that the NWS come back before the Board when the plans have been further developed, as design details would have an impact on urban planning issues.

Subsequent to the Planning Board Meeting, the NWS met with affected property owners, namely Paul and Pablo Cejas of PLC Investments, the owners of the 420 Lincoln Road Building, who opposed the closing of Drexel Avenue due to the adverse impact it would have on the 420 Building, their proposed project and traffic in the immediate area. Additionally, Mr. Cejas expressed concern with the loss of the visual corridor to Lincoln Road.

City staff had consistently raised similar concerns with the proposed closure of Drexel Avenue and requested further evaluation of alternative concept plans that would maintain Drexel Avenue open.

As a result, on July 29, 2004, a meeting was held in the City Manager's large conference room, during which Craig Webb of Gehry Partners (Architect-of Record), presented three new project concept plans and variations of a new design alternative for consideration by the parties. The meeting was attended by representatives of the NWS, Pablo Cejas and other representatives of PLC Investments, City staff and interested members of the community. The new alternatives are generally described as follows, with more detailed descriptions and drawings included in the enclosed presentation packet:

- Concept Plan #4 - provides for SoundSpace and related support structures, including the garage, to be situated on the surface parking lot west of Drexel Avenue and for a park and function/performance space area to occupy the lot east of Drexel Avenue. The main entrance lobby and drop-off area would be on Drexel Avenue, with support and classroom space occupying the south side of the lot. The garage would be located on the west side of the lot, with entrance and egress located on Pennsylvania Avenue. In order enhance the facility's visibility from Lincoln Road and the surrounding area, the main entrance is characterized by a 65-75ft-high glass reader tower. The plan also calls for Drexel Avenue to meander eastward into the Park between Lincoln Lane and 17th Street, which provides a unique opportunity to integrate Drexel Avenue into the design of Soundspace, creating a true public plaza-type feel and providing the ability to close the street during certain park-related events.

- Concept Plan #5 – provides for the same layout as Plan #4, with the exception that Drexel Avenue is not altered. In this scenario, the reader tower overhangs Drexel Avenue, which could pose certain transportation or other code issues.

- Concept Plan #6 – provides for the same layout as Plan #5, with the exception of a raised function/performance space in the park that connects to the main lobby area via a pedestrian bridge over Drexel Avenue.

Based on the comments received on July 29, 2004, a subsequent meeting was held at the NWS on August 5, 2004, to present the favored concept plan to Mr. Paul Cejas. The revised concept plans have met with much greater receptivity as a result of maintaining Drexel Avenue open. All three concept plans call for widening Lincoln Lane and extending Lincoln Lane through to Washington Avenue. PLC Investments favors Concept Plan #4 on account of the visual and aesthetic opportunities provided for Drexel Avenue.

Parking Garage Component of the Project

As described above, by maintaining Drexel Avenue open, discussion focused on the garage component of the project and the size and massing of the facility. Given the City's mandate to maximize the number of parking spaces, and minimize any net loss of parking (506 existing parking spaces on site), the parking structure in the new concept models is comprised of 5 levels (4 + roof level), containing 644 spaces. This would provide approximately 476 spaces of replacement parking and 175 spaces of required parking for the Soundspace project. The proposed parking structure, which would front Pennsylvania Avenue, may be reduced in massing by scaling back the north and south side of the structure, reducing approximately 175 spaces, to provide for a reduced parking garage mass, with approximately 476 spaces.

In an effort to reduce the massing, an alternative proposal was proffered by the Cejas family to accommodate the NWS required parking, 175 spaces, within the proposed 420 Lincoln Road project. This would provide the opportunity for the City/NWS to scale back the parking structure, which in turn would provide landscaping opportunities and enhance the visual corridor between the Convention Center area and Lincoln Road. Additionally, Mr. Cejas has proposed and agreed to fund the capital cost of the NWS required parking, if such an arrangement would not adversely impact the Cejas projects' FAR. This would also address any concern with the City participating in the cost of the NWS required parking.

As a result, City staff and the City Attorney's office evaluated the City's Land Development Regulations and determined an ordinance amendment would be required to address the placement of the NWS required parking within an off-site location (the Cejas project) without adversely impacting that project's FAR. A separate referral item is included in today's agenda referring an amendment to the City Code to the Planning Board.

Projected Timeline

Upon approval of the Concept Plan, the NWS will proceed to comply with the additional requirements set forth in the Development Agreement, which are anticipated as follows (as outside dates):

Projected Date	
09/08/04	Project Concept Plan approval by City Commission (Default deadline for Commission approval – 10/01/05 sec 2.2)
09/08/04	Commence preliminary plans/specs (16 months)
01/08/06	Preliminary plans/specs to Owner (2 months)
03/08/06	Submit preliminary plans/specs to DRB (6 months)
09/08/06	DRB approves preliminary plans/specs
09/08/06	Commence final plans/specs (14 months)
11/08/07	Final plans/specs to Owner (1 month)
12/08/07	Final plans/specs to Planning Board for approval (3 months)
02/08/08	Apply for Building Permit (3 months)
05/08/09	Commence Construction (26 months)
07/08/10 *	Construction Completion

* While this timeline reflects the timeframes anticipated in the Development Agreement, the New World Symphony anticipates commencement of construction in May 2007 and completion in December 2009.

Concurrent and an integral component of the NWS construction timeline, is the City's planned City Hall Expansion Parking Garage project. On April 14, 2004, City Commission adopted Resolution 2004-25543 and authorized Perkins and Will, P.E. to proceed with the planning, architecture, and engineering services required to design and construct the multi-purpose municipal parking facility project. Perkins & Will is currently in the process of space planning and developing the project programming for the project. The planning and Community Design Workshops are anticipated to be completed by November/December 2004. Design and permitting is anticipated to take 15 months (March 2006) followed by an 18 month construction period (November 2007).

CONCLUSION AND RECOMMENDATION

The revised project concept plans were presented to the Planning Board on August 24, 2004, and the Board concurred with Concept Plan #4, allowing for the realignment of Drexel Avenue, if necessary. The Planning Board unanimously supported a reduced mass for the parking garage, and further they recommended the entire two blocks, including the park, be designed to work together.

Pursuant to the Development Agreement, following the review and recommendation of one of the concept plan alternatives by the City Manager and the Planning Board, the concept plan alternatives shall be submitted to the City Commission for review and consideration. Based on the foregoing, the Administration recommends that the Mayor and City Commission consider the enclosed alternatives and the recommendations of the Planning Board and approve Concept Plan #4 for the NWS to proceed with.

Frank Gehry Architects and other representatives of the NWS Project will be in attendance at the City Commission meeting on September 8, to review the concept plan alternatives and seek further input and guidance from the City Commission. Additionally, it is recommended that the City Commission discuss the Concept Plan components presented, such as the proposed park.

JMG/CMC/rar
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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN SECTION 2.2 OF THE DEVELOPMENT AGREEMENT BETWEEN THE NEW WORLD SYMPHONY AND THE CITY OF MIAMI BEACH, FLORIDA, DATED JANUARY 5, 2004, PROJECT CONCEPT PLAN ALTERNATIVE NUMBER FOUR.

WHEREAS, pursuant to Section 2.2 of the Development Agreement between the City of Miami Beach and the New World Symphony (NWS), dated January 5, 2004, NWS submitted three Project Concept Plan alternatives for its "Sound Space" Project which were reviewed by the Administration on March 29, 2004, and subsequently by the Planning Board at its meeting on May 25, 2004; and

WHEREAS, the initial favored concept plan by the NWS (Concept Plan #3) called for the closing of Drexel Avenue, between North Lincoln Lane and 17th Street; and

WHEREAS, subsequent to the Planning Board Meeting, the NWS met with the affected property owners and City staff to discuss the closing of Drexel Avenue and concerns with the adverse impact it would have, resulting in NWS exploring new options that would maintain Drexel Avenue open to traffic; and

WHEREAS, on July 29, 2004, the NWS presented to the Administration three new Project Concept Plans (Concept Plan Nos. 4, 5, and 6, respectively), variations of a new design alternative, leaving Drexel open to traffic, and the Concept Plan Alternative Number Four (4) was preferred; and

WHEREAS, the NWS presented the revised Concept Plan alternatives (Concept Plan Nos. 4, 5, and 6, respectively) to the Planning Board at its meeting on August 24, 2004, and the Planning Board concurred and also recommended Project Concept Plan Alternative Number Four (4).

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve, in accordance with the provisions set forth in Section 2.2 of the Development Agreement between the New World Symphony and the City of Miami Beach, Florida, dated January 5, 2004, Project Concept Plan Alternative Number Four.

PASSED and **ADOPTED** this 8th day of September, 2004.

ATTEST:

_____ CITY CLERK

_____ MAYOR

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 9-2-04 Date

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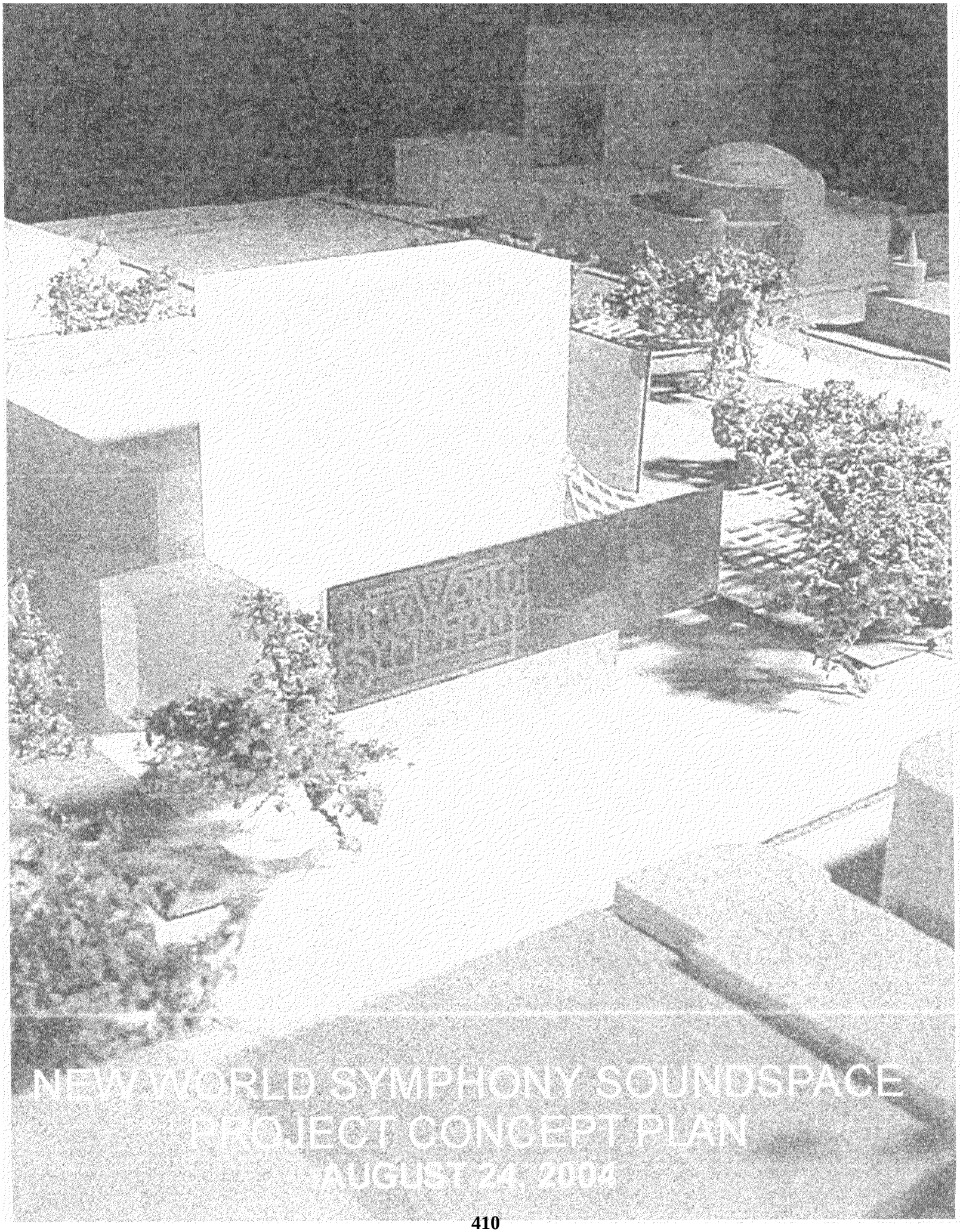


NEW WORLD SYMPHONY SOUNDSPACE
PROJECT CONCEPT PLAN
AUGUST 24, 2004

Gehry Partners, LLP
August 24, 2004

New World Symphony SoundSpace
Project Concept Plan Description

New World Symphony plans to develop, construct and operate a new facility in Miami Beach. The project site is on two city blocks owned by the City of Miami Beach bordered by Lincoln Lane, 17th Street, Pennsylvania Avenue, and Washington Avenue. The site is across Lincoln Lane from the Lincoln Theatre, NWS' current facility. The development and evolution of the Project Concept Plan as described below is visually represented in the attached drawings and photographs.

SoundSpace, as it is currently called, will be a new state-of-the-art facility. It will be used by NWS for educational activities, musical and related cultural events, rehearsals, Internet transmissions, television and radio broadcasts, and other uses permitted by the City of Miami Beach. The primary program feature of the project is an acoustic music space of approximately 700 seats that will be equipped as an Internet2 classroom and transmission facility and that will also be used for music and cultural performances. NWS anticipates the new facility will contribute to the cultural life of the City of Miami Beach by creating new types of performance formats that entertain and educate the community about music. Ideas under development include attracting pedestrians from Lincoln Road for short performances, incorporating Internet2 technology into the concert-going experience with greater frequency than has previously been done, and allowing the public to see live rehearsals and educational sessions from a viewing balcony open to walk-in traffic.

In addition to the primary music space, other program elements include public lobby spaces, practice and teaching classrooms, backstage support and additional administrative offices for NWS. The concept design also includes a new parking structure and a park. Excluding these two items, the preferred building program comprises approximately 90,000 gross square feet on multiple levels occupying a footprint of approximately 50,000 square feet, and represents $63 million in hard construction costs and a total investment by NWS of $90 million. The footprint requirements are within the limitations proscribed in the Development Agreement, while the magnitude of NWS' investment far exceeds the amount of its minimum requirement.

Gehry Partners' design approach connects the project to the urban street life of Lincoln Road and emphasizes the civic presence of the facility. The design goals include maximizing public parking on the site and creating a public park on the property for the City of Miami Beach by consolidating the existing surface parking. The new park will reinforce pedestrian flow from 17th Street to Lincoln Road, and create an attractive amenity for a variety of public uses. The project will respect the existing scale and architecture of the surrounding area.

Gehry Partners' has considered several alternatives for the location of the SoundSpace facility with auxiliary functions and the park within the 2-block site. In addition to the creation of a park and parking structure on the site, the architect's designs address the functional and practical requirements for the expansion of the NWS campus. NWS' goals include maintaining close proximity to the Lincoln Theatre and creating an architecturally prominent facility that relates to Lincoln Road. All of the alternatives considered provide varying degrees of balance between NWS programmatic requirements, parking needs, and urban park facilities. The concept designs are described in more detail below.

It is important to note that the project concept plans as described and depicted in this document do not represent what the architectural building development will look like. These models and drawings represent conceptual approaches and alternatives for how the project will relate to the urban context and accommodate the various end-user goals for the city and NWS. These studies show a volume massing for the building program elements on the site. They are presented to the city for review and approval on an acceptable approach to the urban design concept at this point in the process. There will be a 10-month schematic design phase for the project that will determine the design and aesthetic look of the building. Throughout the design process the project will be presented to the city for review and comment. The next phase of the project will commence after the city approves the concept plan.

Project Concept Plan #1

Gehry Partners' initial concept approach was to place all the building structures on the lot west of Drexel Avenue. This concept provides for a large park that could comprise the entirety of the east lot and maintains the current traffic patterns by leaving Drexel Avenue open. The SoundSpace is located in close proximity to the Lincoln Theatre, creating the opportunity for the two facilities to function together as a single whole.

The principal entry is a double height atrium space on the east side of the development, with access on the lobby's south and east corners connecting the project to Lincoln Road. Direct access from the parking garage can also be explored. As with all concept plan alternatives, the size and volume of SoundSpace will optimize the acoustic properties of the facility. The design goals of the music space will allow for flexible seating and acoustic configurations to serve a wide range of educational functions and performance types.

Parking will be on the northwest corner of the site and is set back 40' from the street. This design creates an attractive pedestrian green corridor connecting Lincoln Road to the Convention Center along Pennsylvania Avenue. The parking structure can accommodate 296 spaces on two levels of covered parking plus rooftop parking. In this scheme, SoundSpace is the architecturally prominent building on the site, and the parking structure is kept to 20' high to minimize the urban density of the structures on the site.

Backstage loading will be on the north side of the building. Classrooms, practice rooms, administrative and performance support spaces will be located on the south side of the development along Lincoln Lane. A small outdoor gathering area for students or the public can be incorporated along Drexel at the northeast corner of the site adjacent to SoundSpace.

All the concept plan alternatives include a park to be developed by the City of Miami Beach. As envisioned, the park will function as an urban green space with an opportunity to be used in conjunction with the SoundSpace facility for public gatherings and events. A prominent design feature of the SoundSpace building in all of the schemes is a large video screen attached to the building, so that images can be seen throughout the park. The park has a trellis structure to provide shade and opportunities for electronic sound dispersion and amplification. There is ample open space for public gatherings and events. Other park features include a fountain and accommodation for public art.

Concept Plan #1 maximizes the park by consolidating all the buildings on one dense urban city block. This alternative maintains traffic flow on Drexel. The architectural connection of SoundSpace is compromised in this location, however, without a strong visual link to Lincoln Road. In addition, the number of parking spaces is reduced.

In order to preserve Drexel Avenue, Gehry Partners explored the idea of placing the SoundSpace facility and the parking garage on the east lot and creating an urban park on the west lot. Another variant would place SoundSpace and its support structures on the east lot and leave the parking structure on the west lot, with the park straddling Drexel Avenue. Both of these schemes place SoundSpace and its support spaces too far from the Lincoln Theatre, creating significant logistical hurdles to NWS' effective and efficient use of both facilities. The added building density along Washington Avenue and the weak link to Lincoln Road eliminated these ideas as viable alternatives to be explored in greater detail.

The following provides more information for each program element in all three Concept Plans:

SoundSpace and public lobbies

- SoundSpace seating capacity of approximately 700
- Auditorium size approximately 84' long x 68' wide x 52' high with a building footprint of 13,300 Sq. Ft.
- Public spaces, ticketing, box office, reception on multiple levels
- Building footprint for Entry/lobby and other public spaces is 14,300 Sq. Ft.
- Stage Support – Building Footprint is 3,400 Sq. Ft.

Classrooms, administrative and performance support

- Administration – Programmed for 3,480 Gross Sq Ft. 1-2 Levels
  Building footprint is 3,120 Sq. Ft.

SoundSpace operations support offices

Administrative offices

- Teaching and Practice Rooms – Programmed for 8,045 Gross Sq. Ft. on 1-2 Levels

  Building footprint is 6,650 Sq. Ft.

  Multi-use Rooms

  7 Ensemble Rooms

  15 ensemble practice rooms and 13 individual practice rooms

- Performance Support – Programmed for 5,645 Gross Sq. Ft. on 1-2 Levels

  Building footprint is 4,920 Sq. Ft.

  Principal Dressing rooms, Wardrobe, Music Library

  Green Room Lounge

The following provides more information for the parking and park program in Project Concept Plan #1:

Parking structure

- Footprint 250' x 130'
- Entry and Exit from Pennsylvania Avenue
- Total Parking Spaces – 296
- Ground Level - 96 parking spaces
- Levels 2 and Rooftop – 100 parking spaces per level

Park (to be developed by the City of Miami Beach)

- 103,700 Sq. Ft. (East of NWS' Facility)
- Open Air Trellis of varying height 33,800 Sq. Ft.
- Public Lawn for civic events, capacity to several thousand

Project Concept Plan #2

Gehry Partners developed a second concept plan that assumed Drexel Avenue could be closed and that the project site stretches completely from Washington Avenue to Pennsylvania Avenue. This concept plan locates SoundSpace on axis with Drexel Avenue, on the south side of the site, maximizing the connection to Lincoln Road. The south facade will have a large marquee, to visually connect the new building to the Lincoln Road street life. The lobby will wrap around two sides of the hall, offering secondary entrances on the east side of the building.

The classrooms, performer support, practice rooms, and administrative support will be located along Lincoln Lane wrapping around the corner on Pennsylvania Avenue. An intimate outdoor courtyard is created by the building configuration for the NWS students and teachers to gather. Backstage loading,

and stage support by necessity, will be along Lincoln Lane. This arrangement creates some logistical obstacles to efficient loading given the constraints of truck access on Lincoln Lane.

The parking garage is oriented in an east-to-west direction along 17th Street with access on Pennsylvania Ave. This garage accommodates 402 cars on three levels plus the rooftop, a significant improvement over Concept Plan #1. The structure is set back 25' from Pennsylvania Ave and 50' from 17th Street with tree planting along the exterior facades to minimize the visual impact.

In this alternative, the park extends around the east to the north side of the project site. An intimate outdoor performance area with a video screen is located on the northern side of SoundSpace. The park trellis structure can be expanded to enhance the visual impact of the development.

The following provides more information for the parking and park program in Project Concept Plan #2:

Parking structure

- Footprint 250' x 130'
- Entry and Exit from Pennsylvania Avenue
- Total Parking Spaces – 402
- Ground Level - 99 parking spaces
- Levels 2,3 and Rooftop – 101 parking spaces per level

Park (to be developed by the City of Miami Beach)

- 77,500 Sq. Ft. east of SoundSpace
- Amphitheater Performance Area 24, 500 sq. ft. (North of SoundSpace)
- Open Air Trellis of varying height 69,500 Sq. Ft.
- Public Lawn for civic events, capacity to several thousand

Project Concept Plan #3:

Concept Plan #2 was presented to the Commissioners of the City of Miami Beach, members of the city managers office and administration, and several community leaders in October 2003. This was an informal opportunity to introduce Frank Gehry and his team to a number of important Miami Beach constituents and decision makers. Feedback received during this visit, supplemented with additional input from Michael Tilson Thomas and NWS staff, was incorporated into a third alternative concept plan.

From Concept Plan #2, SoundSpace was pushed northward to the center of the site, creating an attractive forecourt at the main entrance on the south façade, allowing for vehicular and/or passenger drop off. The axial terminus to Drexel Avenue is strengthened by the main entrance with a double height atrium space and a large marquee to visually connect the new building to Lincoln Road. The lobby will wrap around three sides of the hall, offering secondary entrances on the north end of the building from 17th Street.

As envisioned, SoundSpace will be a separate building from the other program elements, located in the center of the two-block site, increasing its architectural prominence on the site and optimizing public accessibility. Backstage loading will be on the north end of the building. Trucks can back up into a covered loading dock directly off 17th Street. The building massing and additional landscaping will minimize the visual impact of the loading area on the north façade.

The east end of the site will be the park with accompanying trellis structure, fountain and accommodations for public art. It was determined that the large video screen for outdoor performances should be on the east façade, facing the large park on Washington Avenue to accommodate larger public events. The streetscape around the site will be further improved by the addition of greenery and tree planting in the park.

At the west end of the site along Pennsylvania Avenue is a parking structure that accommodates up to 644 spaces on four levels plus rooftop parking. Trees and landscaping will be planted along the street to screen the parking structure, and it will be set back from the street to create a wide promenade on Pennsylvania Avenue. Concerns have been expressed regarding the density of parking facilities on Pennsylvania. From a strictly urban design point of view, Gehry Partners would prefer a parking structure that is at most three levels high, with rooftop parking, for a total of 514 spaces. This concept plan with SoundSpace centrally located can accommodate the goal of maximizing parking with a larger structure than scheme 1 or 2. More design studies and cost analysis will be required to determine the economic feasibility of the number of parking spaces ultimately provided on the site.

Classrooms, practice rooms, administrative and performance support spaces are located adjacent to the east side of the parking structure. The building massing for this portion of the school will be smaller in scale and more in keeping with the surrounding architectural context. The support spaces will face SoundSpace across an intimate outdoor area that could be used as a student gathering location. This space is also a pleasant landscaped walk across the site from 17th street, and includes pedestrian access from the parking structure to SoundSpace. There will be a covered walkway, or perhaps an underground passage, that will provide direct access from the support spaces to SoundSpace.

Alternatively, the classrooms, practice rooms, administrative and performance support spaces may be located adjacent to the west façade of SoundSpace, facing the east wall of the parking structure. Pedestrian access across the site will then be between the support spaces and the parking structure. This may be more desirable from a functional viewpoint, and the evolution of the design will consider each alternative in more detail.

The following provides more information for the parking and park program in Project Concept Plan #3:

Parking structure

- Footprint 320' x 130'
- Entry and Exit from Pennsylvania Avenue
- Total Parking Spaces – 644
- Ground Level - 124 parking spaces
- Levels 2, 3, 4 and Rooftop - 130 parking spaces per level

Park (to be developed by the City of Miami Beach)

- 65,000 Sq. Ft. (East of SoundSpace)
- Open air trellis of varying height 24,000 Sq. Ft.
- Public Lawn for civic events, capacity to several thousand

Gehry Partners proposes that the city encourage the beautification of the back facades of the buildings located along Lincoln Lane across the street from the project. The proposed location of SoundSpace and the park creates an opportunity for outdoor dining facing the project. The building massing along Lincoln Lane is set back to create a wider visual corridor. This will also serve to make a more pleasant walkway for users of the garage heading to or from the eastern end of Lincoln Road.

The proposal for the site is a strong urban design move, creating a prominent terminus at Drexel Avenue and linking the New World Symphony to Lincoln Road. The park significantly enhances the current site and preserves public access across the site to Lincoln Road. The new outdoor open space creates a location for future musical events, film festivals, and other presentations in a central location. This design proposal necessitates the closure of Drexel Avenue from Lincoln Lane to 17th Street. Drexel Avenue is not a major traffic thoroughfare, and the closure of this portion of the street would not adversely impact the traffic patterns in the area, as indicated in the recently completed traffic study for this project.

Project Concept Plan #4

Gehry Partners presented the concept plan, Scheme #3 to the City Manager and members of the Planning Board on May 25th 2004. Due to concerns expressed by the city and community members regarding the closure of Drexel Avenue, Gehry Partners has proposed a fourth alternative. The new Scheme #4 preserves Drexel Avenue by pushing the Soundspace building to the west against the parking garage. The building is now centrally located along Drexel, across from the park on the east lot. This alternative also maximizes the parking structure along Pennsylvania Ave.

The Soundspace music hall has been elevated and the double height lobby space cantilevers out over the curb line of Drexel Ave. This arrangement gives the building visual prominence from Lincoln Road, inviting pedestrians to the building entrance. The teaching and performance support program spaces are located adjacent to the parking garage, and partially under the elevated Soundspace acoustic room. Loading will be on the south side of the building, off Lincoln Lane. This building configuration may be more cost effective, as the public portion of the building, is now three sided. Soundspace is also conveniently located in close proximity to Lincoln Theatre, facilitating a more efficient use of the two NWS buildings.

Like all the proposed alternates, the building features a video screen facing the park to be used for public functions and community events broadcast into the park space. The park remains an important aspect of the project as conceived creating a centralized public gathering space for a variety of community and civic functions. Drexel Avenue is shown on the site plan as gently curving around the façade of the NWS building, creating an entry court. However, the road can also remain straight in the current configuration. The specific treatment of the streetscape, the building entry, and the connection to the park will be further developed in the schematic design phase. The key feature of this alternative is that Drexel Ave will remain open to traffic. For special events and festivals, there is an opportunity to close the street temporarily connecting the building complex to the park.

The garage structure is four levels with roof parking for a total of 476 spaces. The building is setback 30' from Pennsylvania Ave, 50' from Lincoln Lane and 70' from 17th Street. The garage setbacks allow the park landscape to extend west around the Soundspace building and parking garage. Pedestrian traffic from the convention center can flow along Pennsylvania Avenue, or across the park at Drexel. The parking structure on the site plan shows the desired building size for the parking capacity on the site. The 476 spaces shown assume that approximately 175 parking spaces will be built on an alternative local site in the vicinity of Lincoln Road. If required, the parking structure can be maximized on the site to accommodate 644 spaces by eliminating the landscape buffer. The exact arrangement of the relationship between the parking garage design, the landscape and the connection to the NWS facility requires further development to balance the urban density on the project site, and maintain a cohesive design for the entire project site including the park.

This design alternative is the preferred scheme. The concept design respects the current pedestrian and community uses of the site. The project creates an attractive new facility that expands the New World Symphony's capacity to continue to provide unique music and cultural opportunities that contribute to the cultural life of the city of Miami Beach.

The following provides more information for the parking and park program in Project Concept Plan #4:

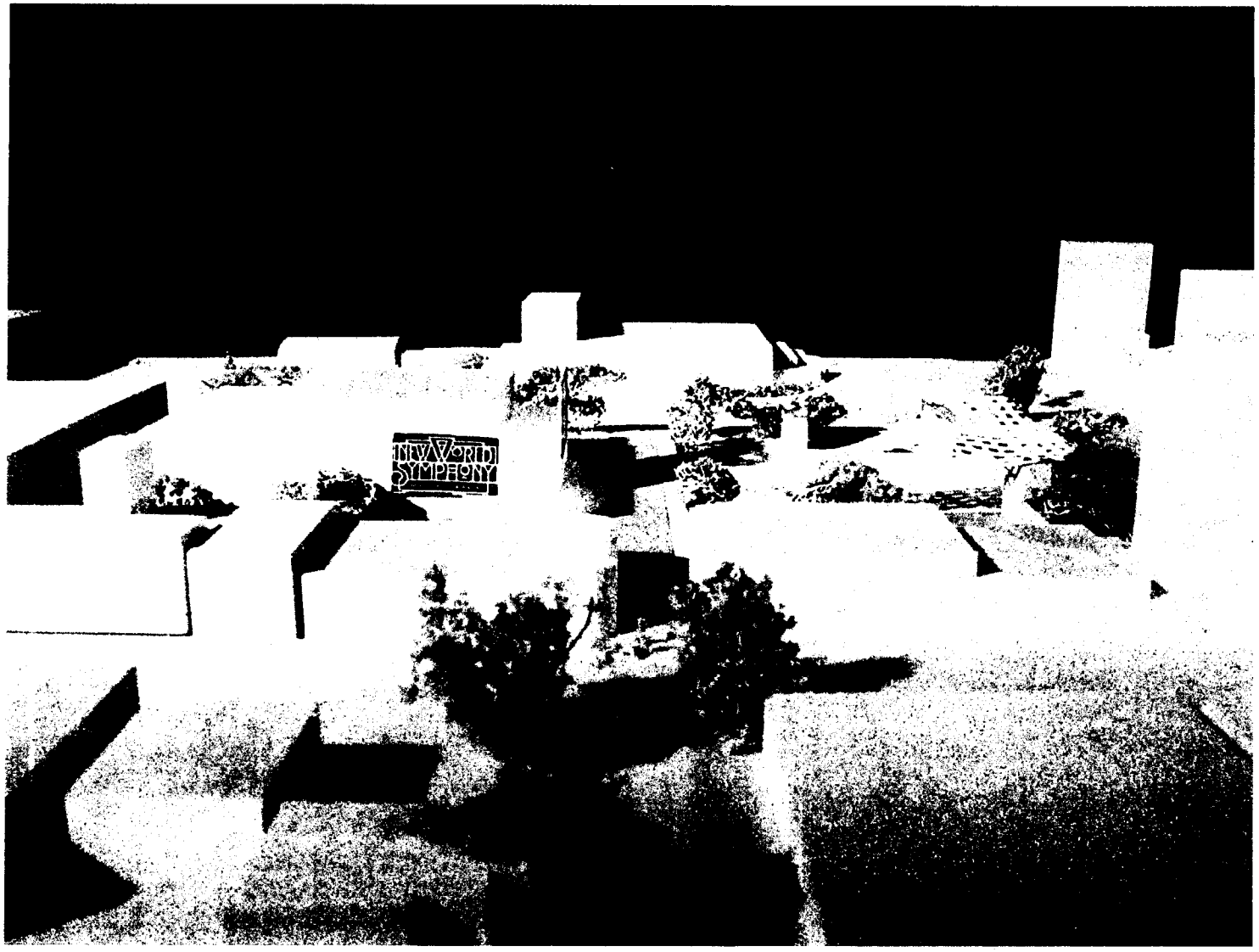
Parking structure

- Footprint 240'x 130'
- Entry and Exit from Pennsylvania Avenue
- Total Parking Spaces –476
- Ground Level –92 parking spaces
- Levels 2, 3, 4 and Rooftop – 96 parking spaces per level

Park (to be developed by the City of Miami Beach)

- 103,700 Sq. Ft. (East of SoundSpace)
- Open air trellis of varying height 24,000 Sq. Ft.
- Public Lawn for civic events, capacity to several thousand

Concept Plan 1 - Site Plan



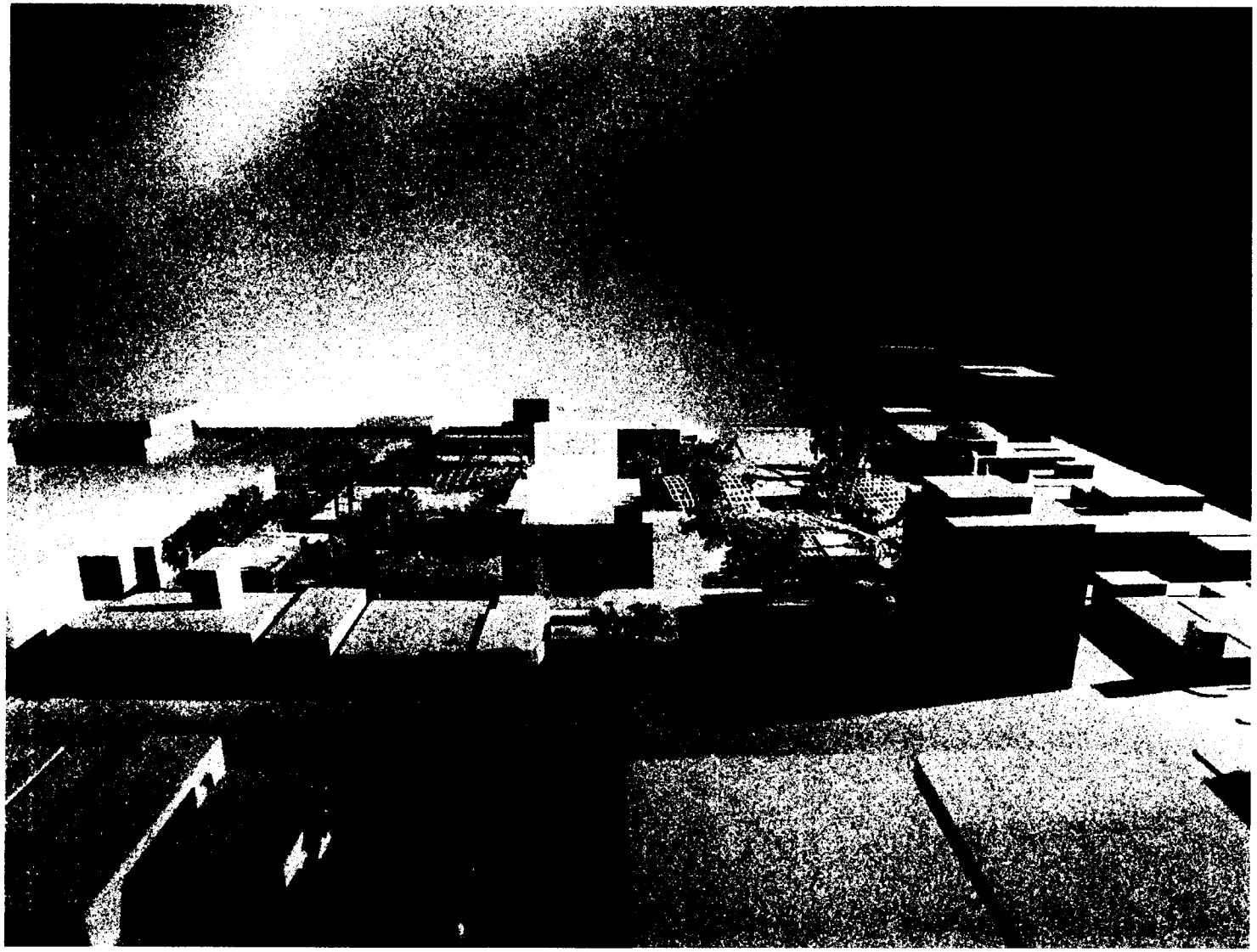
Concept Plan 1 - South Elevation

Concept Plan 1- East Elevation

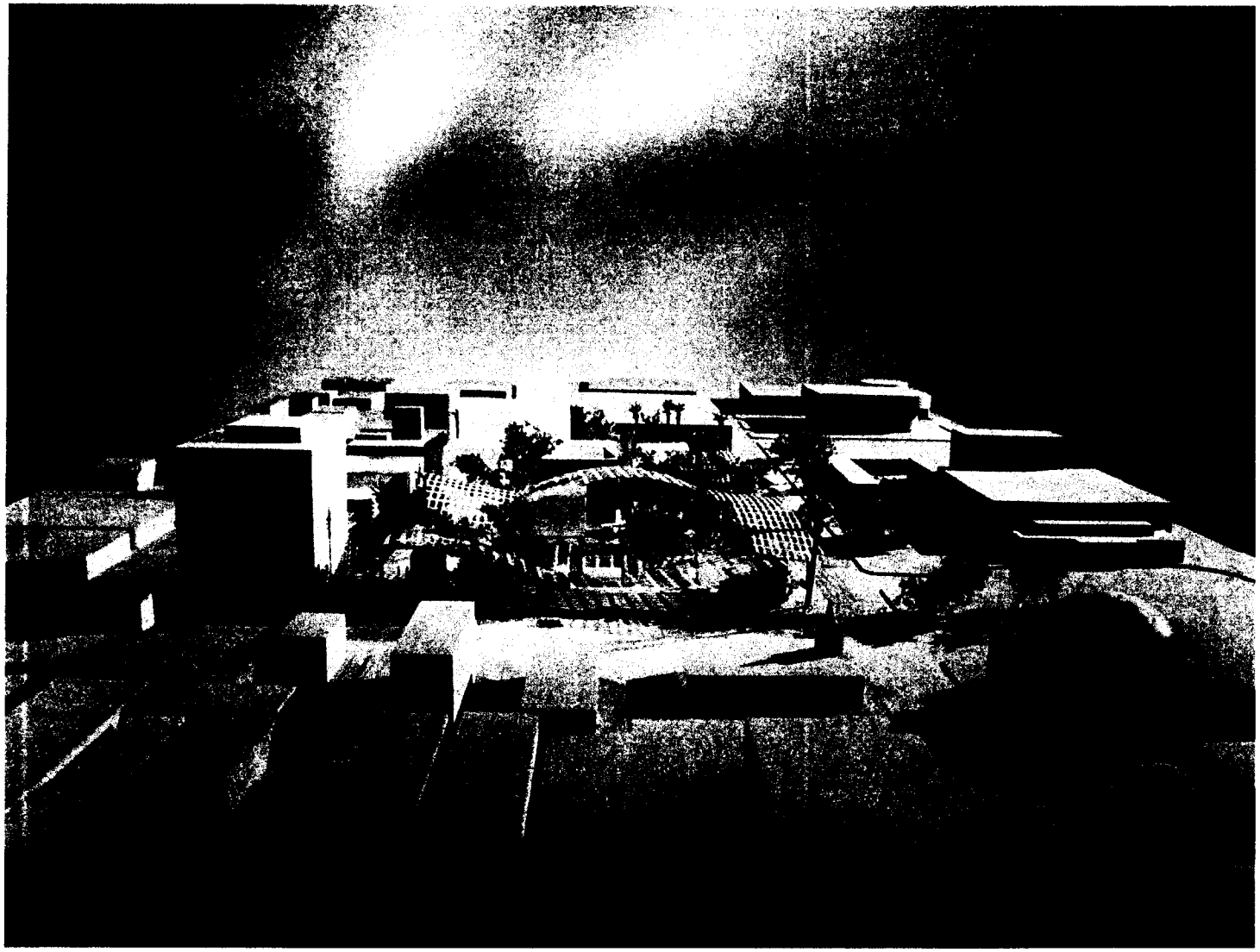
Concept Plan 1- North Elevation

Concept Plan 1

Concept Plan 2 Site Plan



Concept Plan 2 – South Elevation

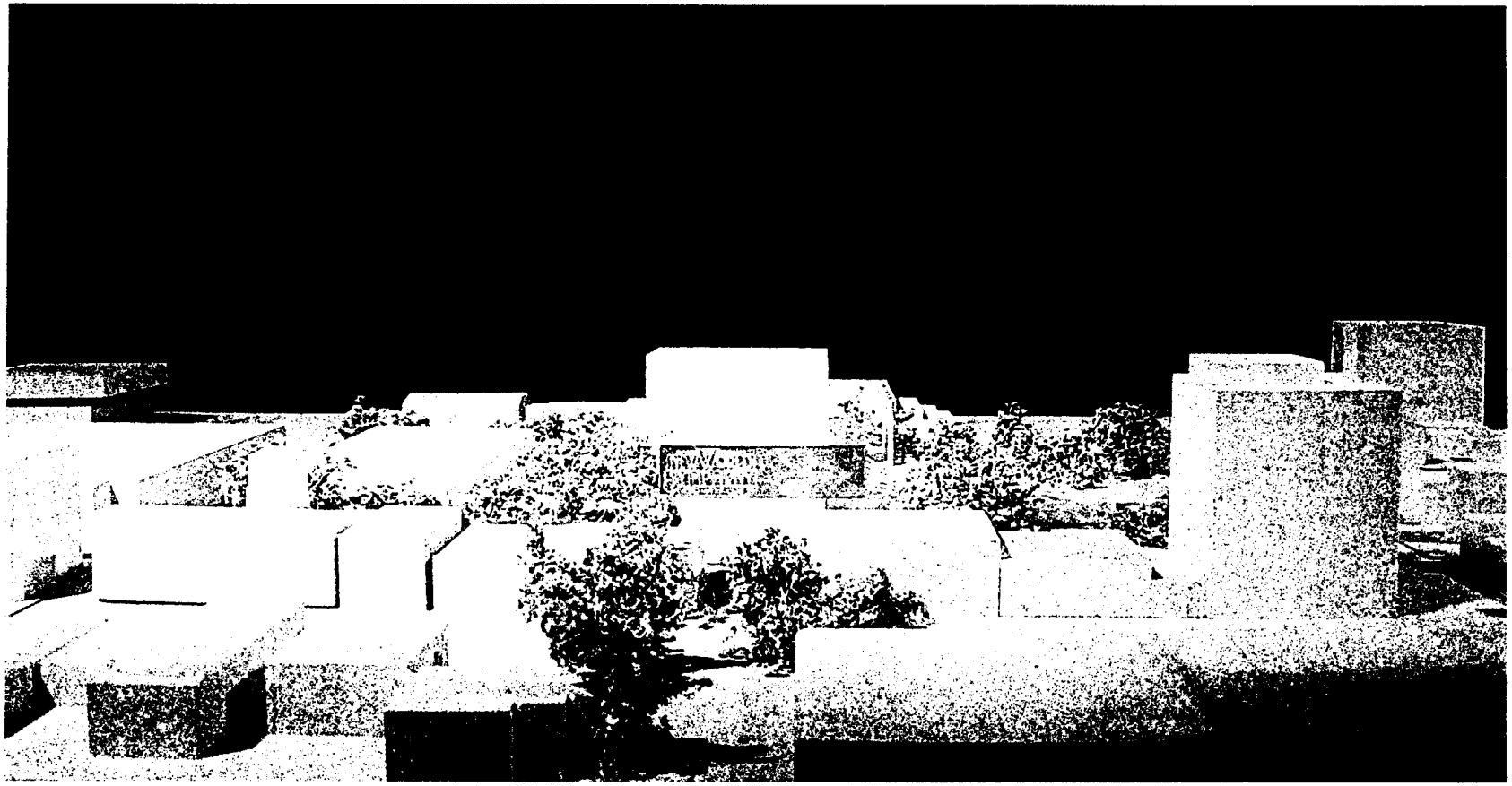


Concept Plan 2 - East Elevation

Concept Plan 2 - North Elevation

Concept Plan 2

Concept Plan 3 - Site Plan



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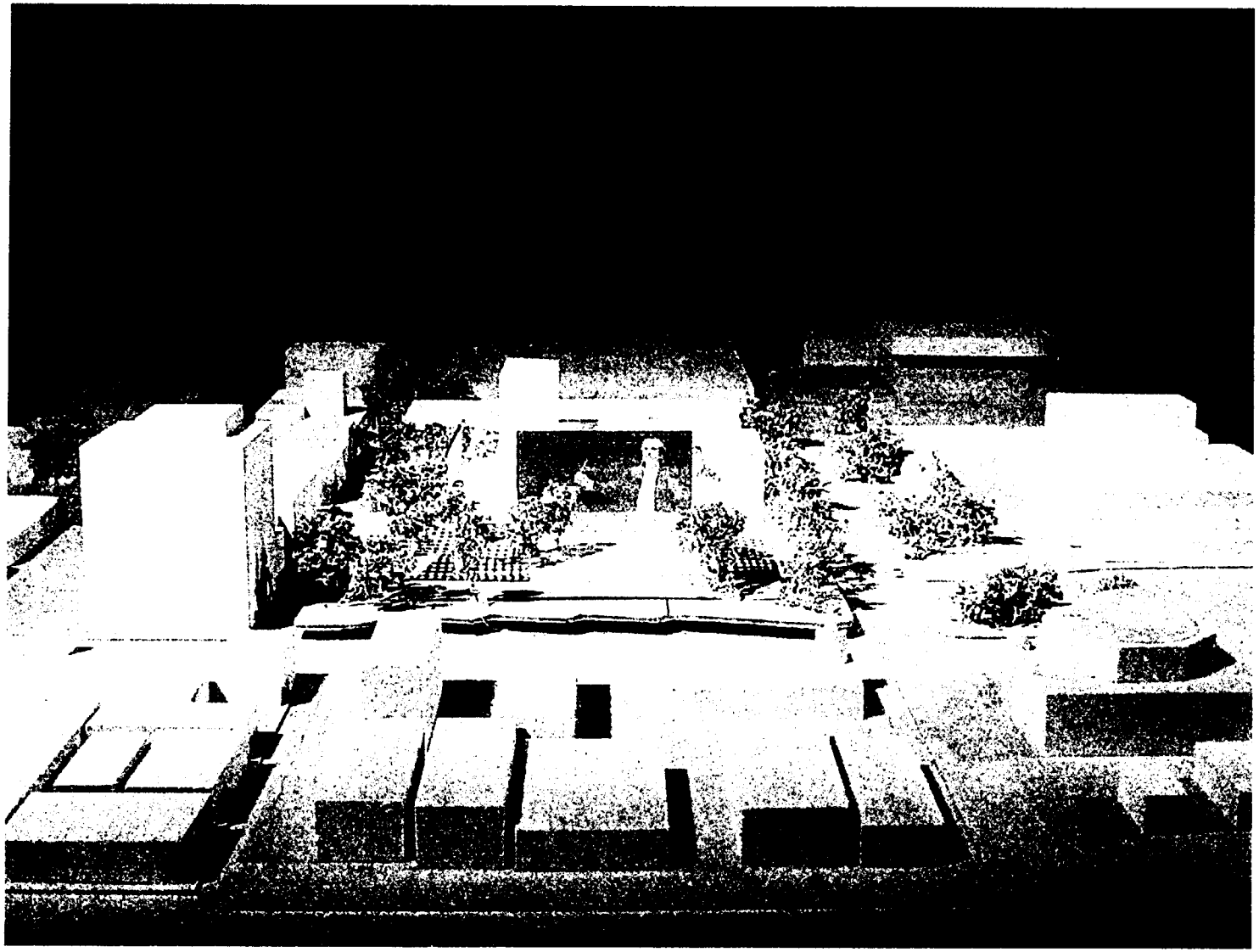
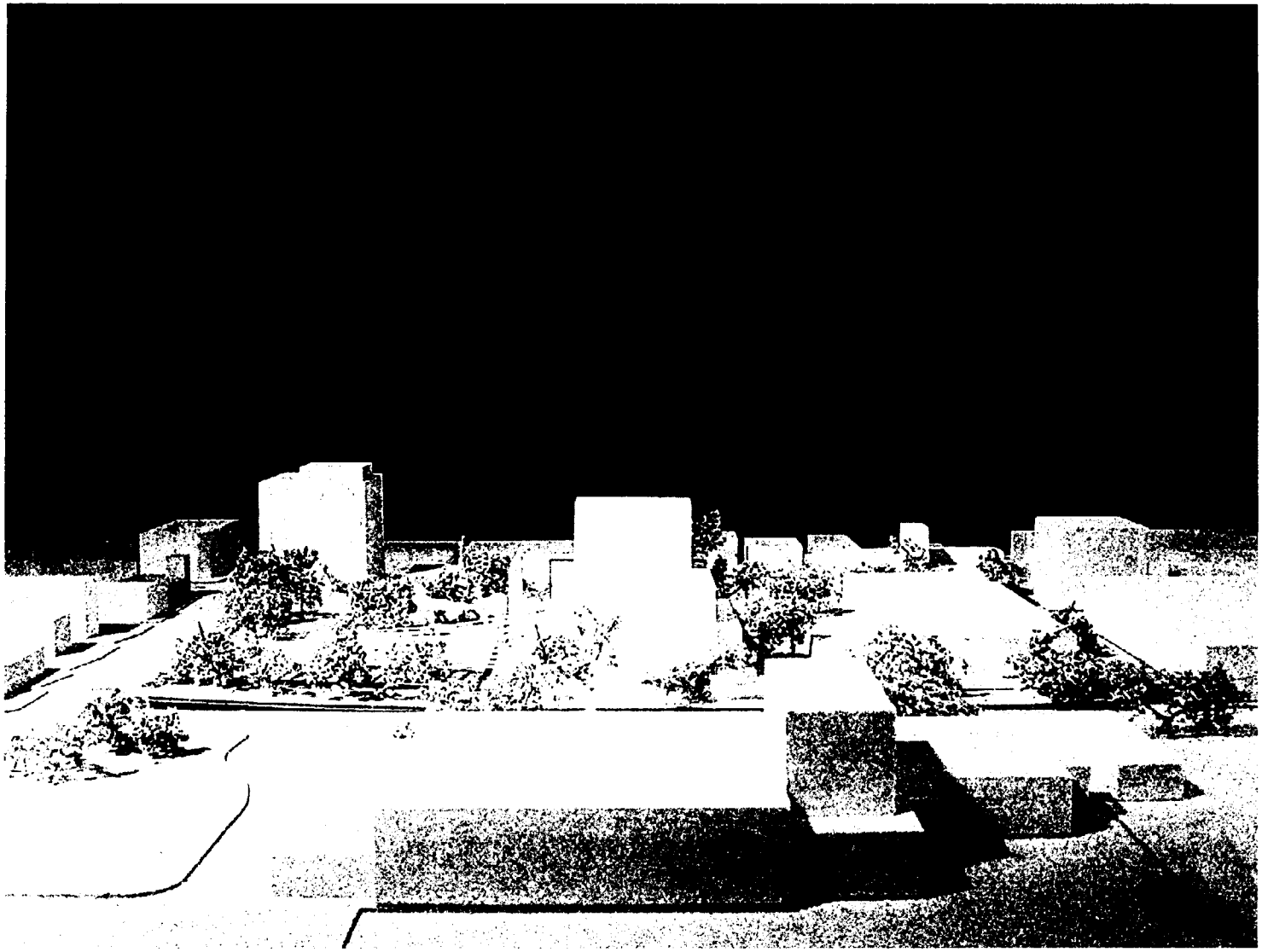


Concept Plan 3 - East Elevation



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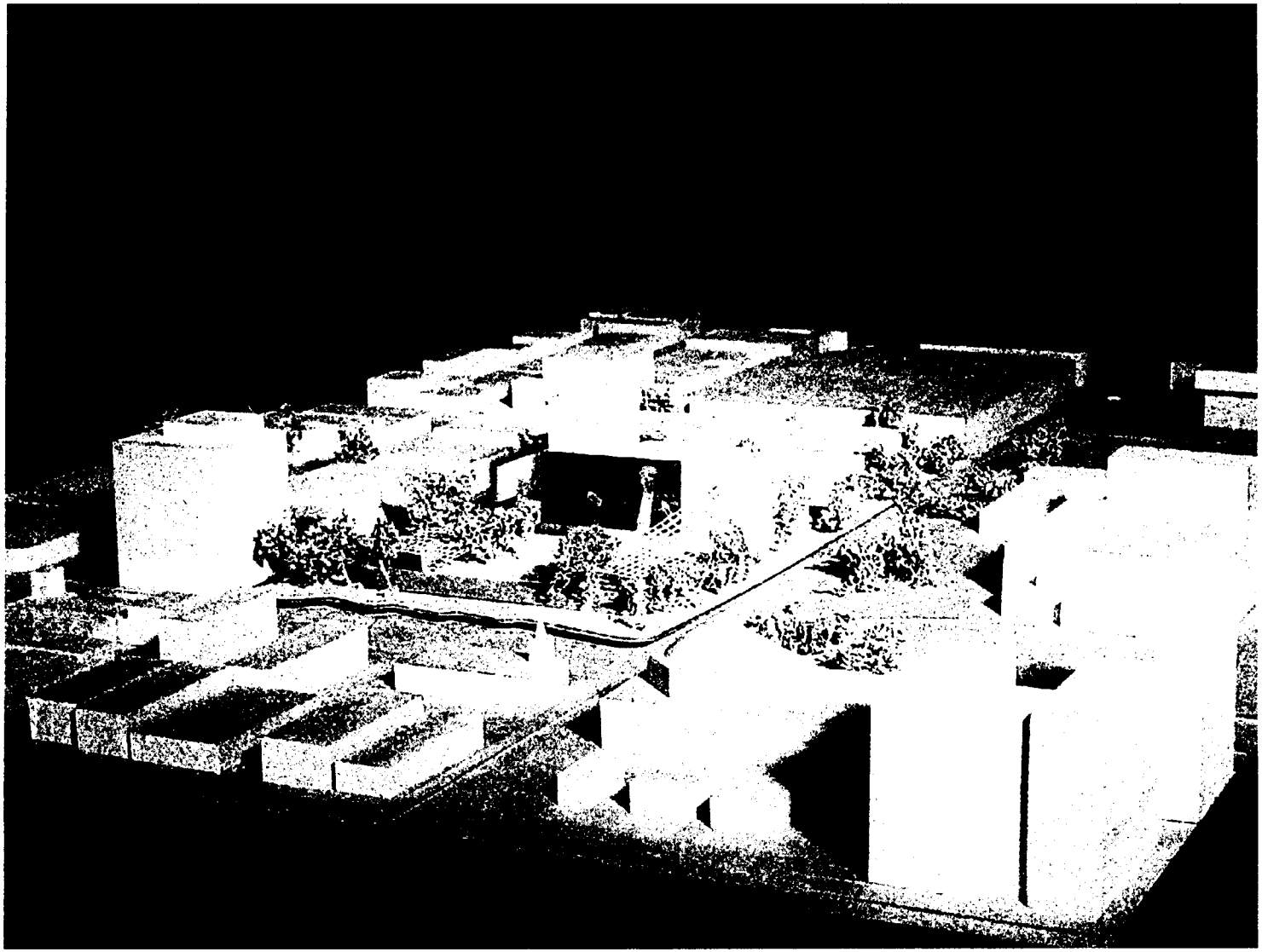
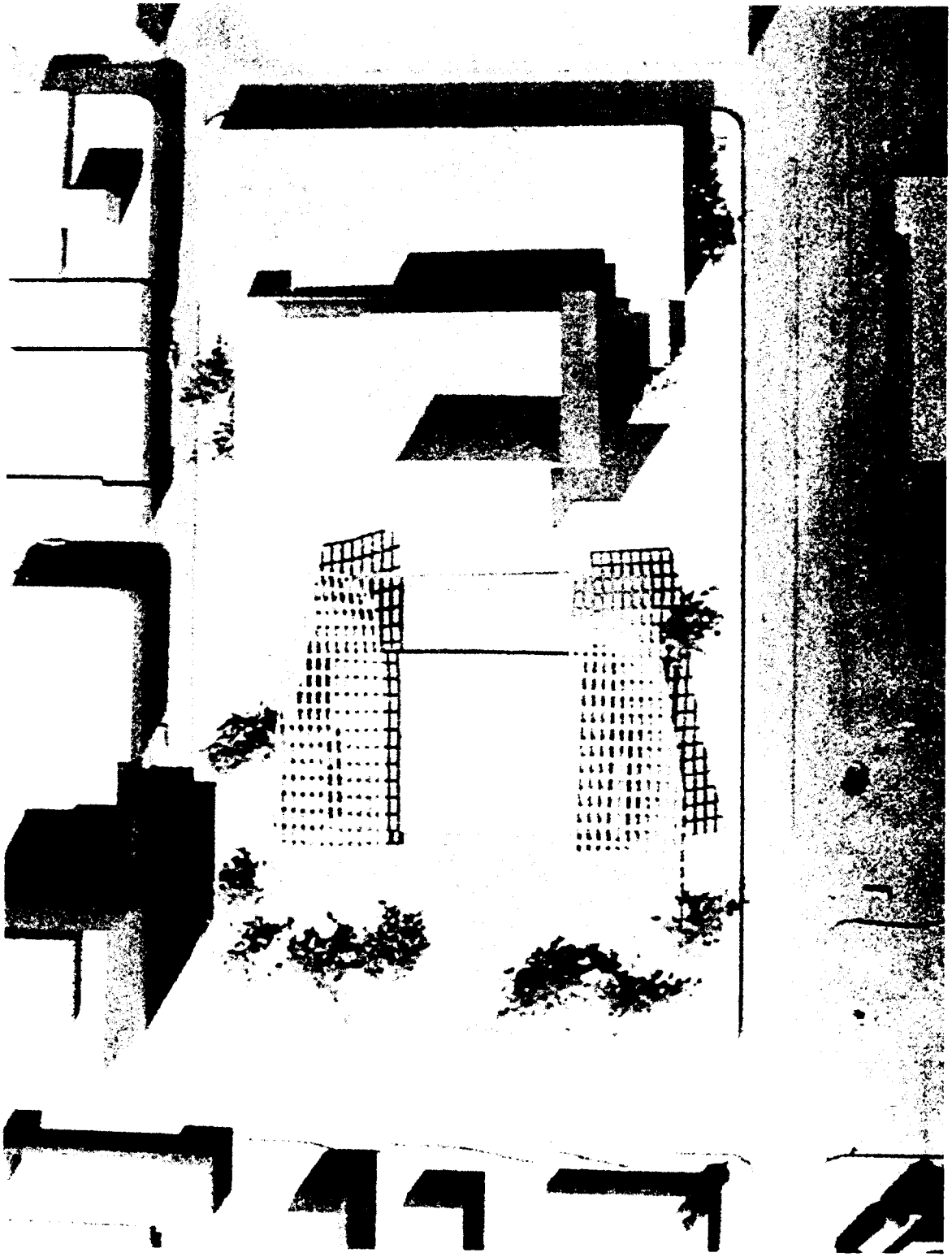
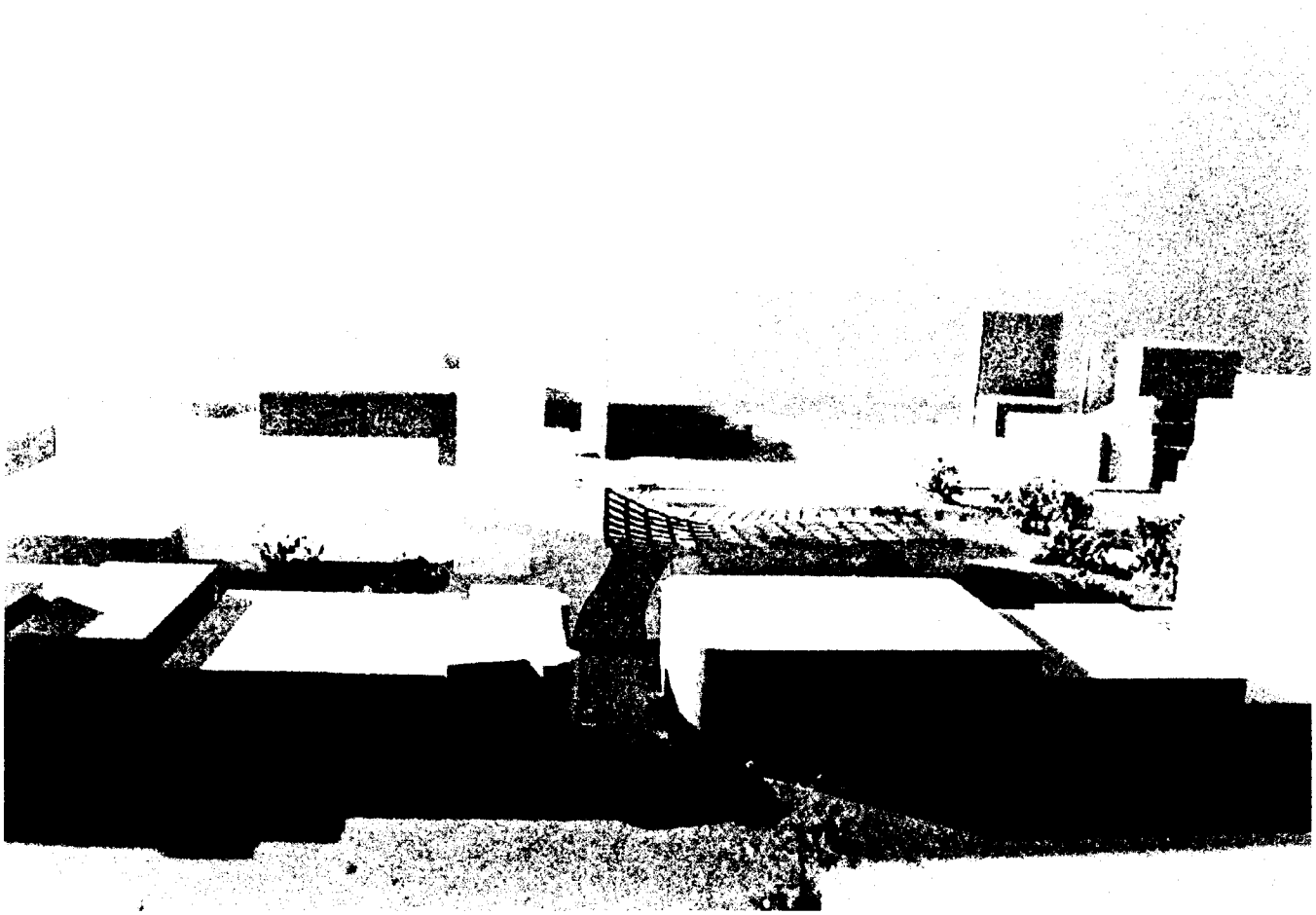


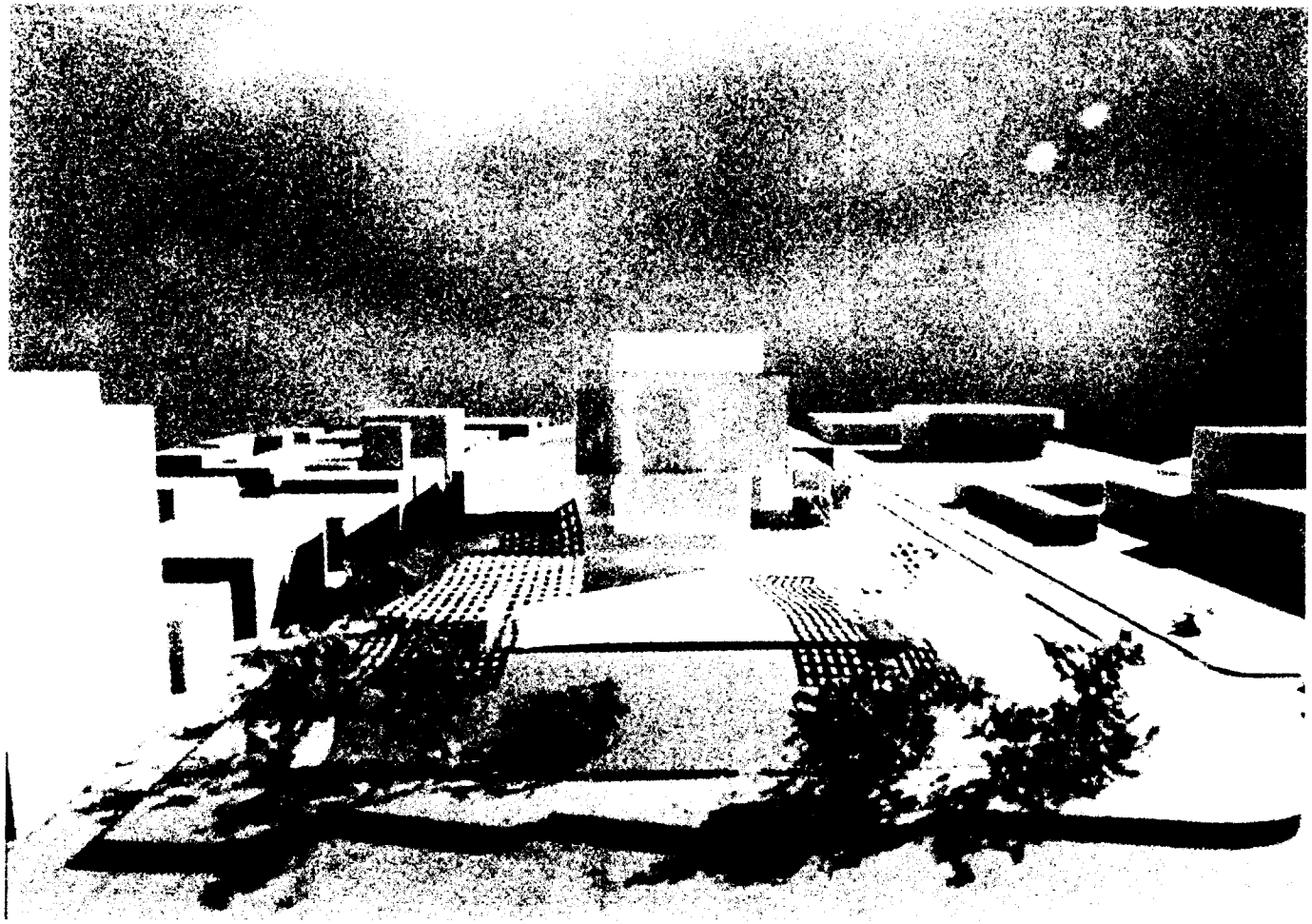
Concept Plan 3



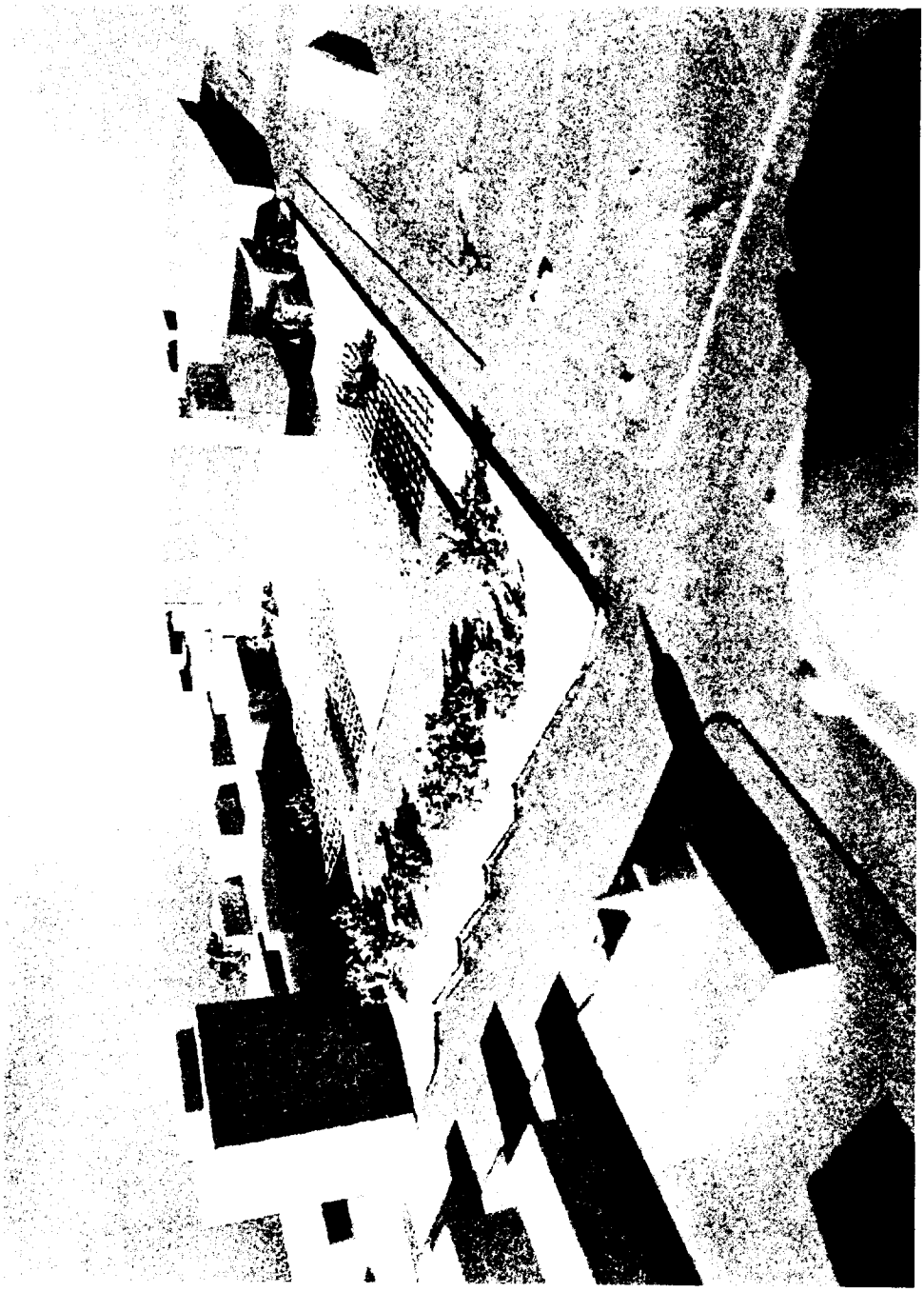
Concept Plan 4 - Site Plan



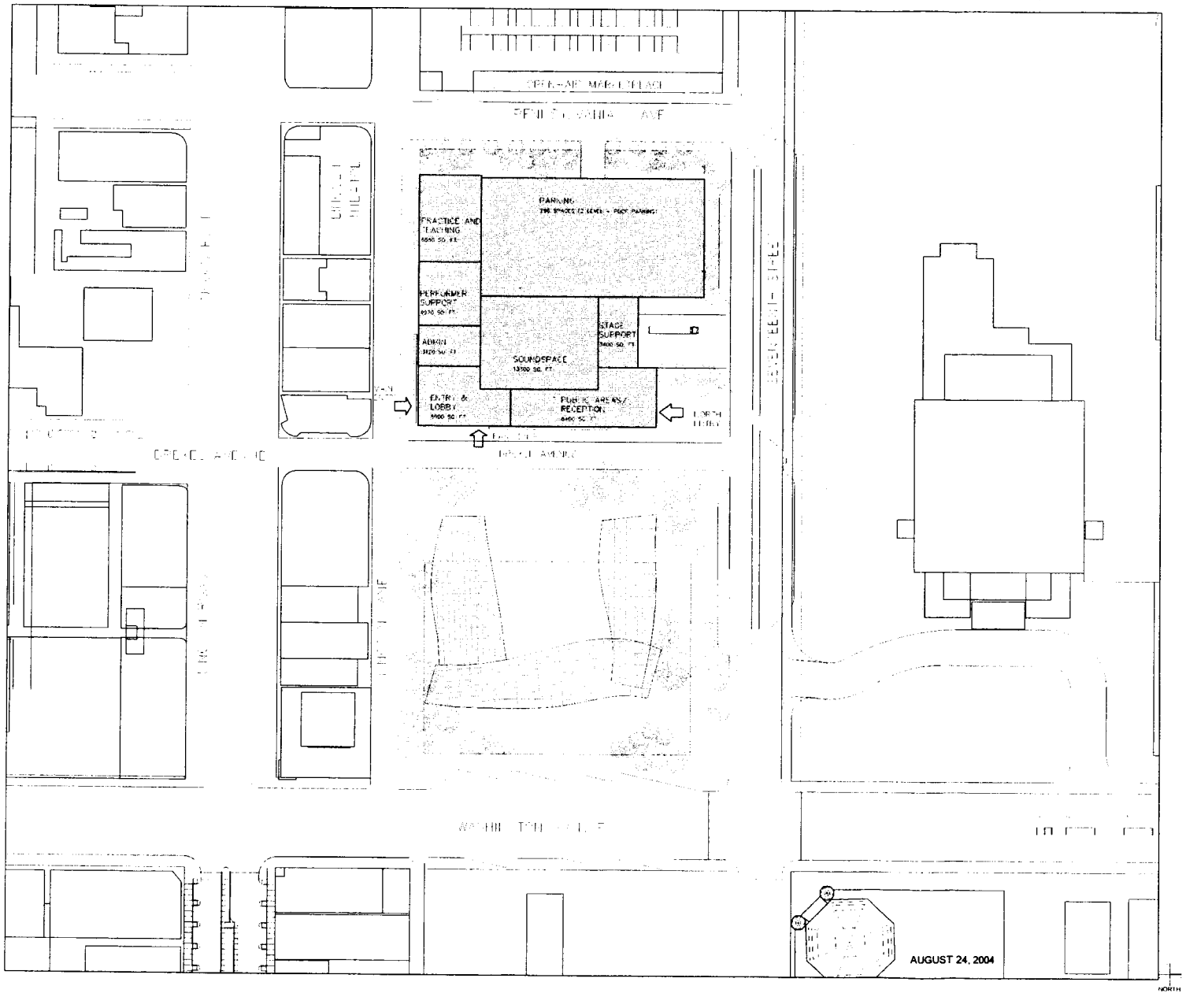
Concept Plan 4 – South Elevation



Concept Plan 4 – East Elevation



Concept Plan 4

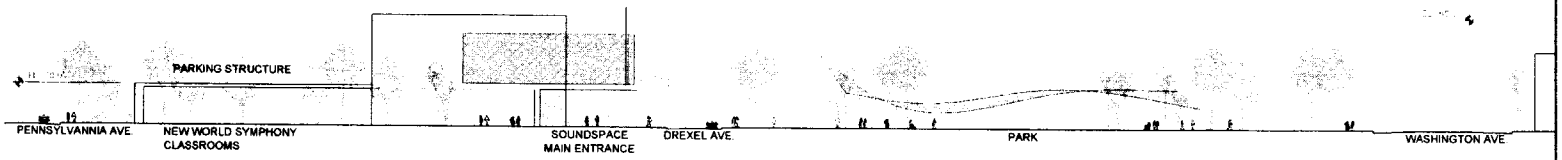


GEHRY PARTNERS, LLP.

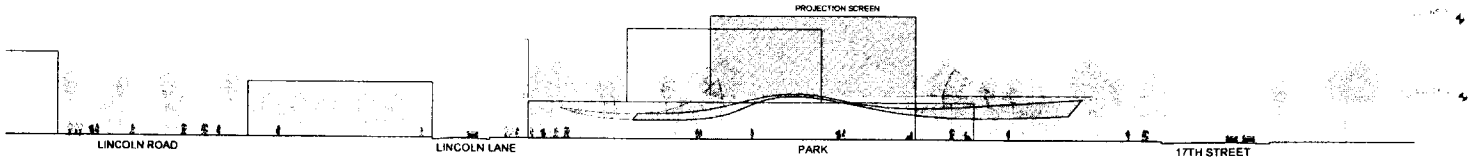
NEW WORLD SYMPHONY SOUNDSPACE

SCHEME 1
SITE PLAN

S1-1



LINCOLN LANE ELEVATION



WASHINGTON AVE. ELEVATION

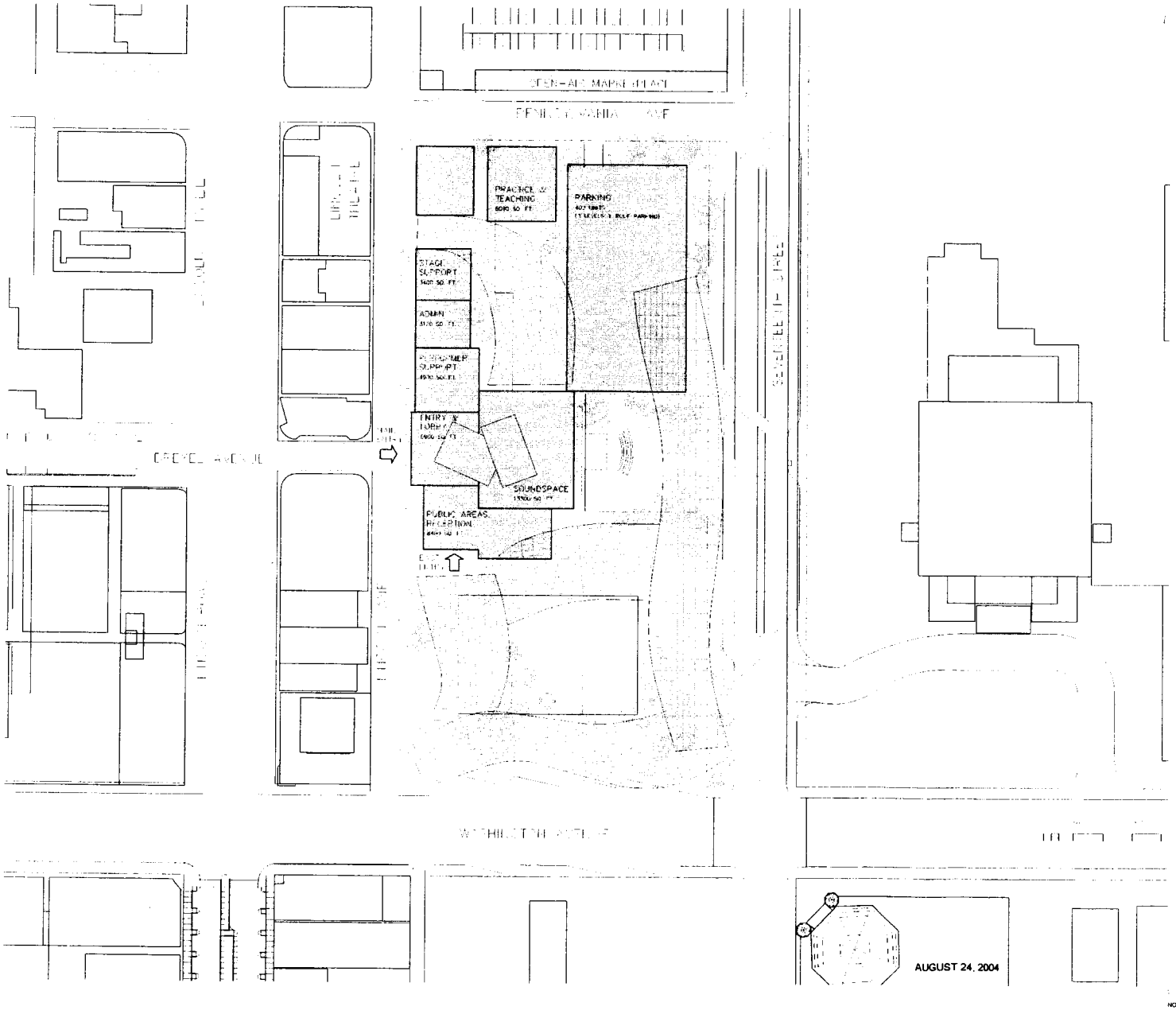
AUGUST 24, 2004

GEHRY PARTNERS, LLP

NEW WORLD
SYMPHONY
SOUNDSPACE

SCHEME 1
STREET
ELEVATIONS

S1-2

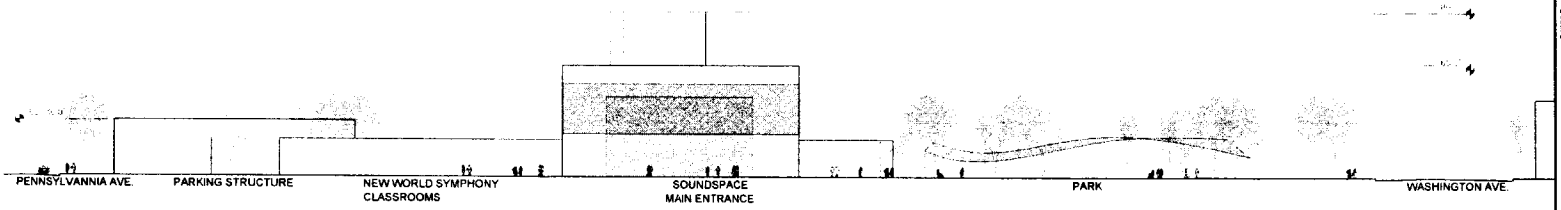


GEHRY PARTNERS, LLP

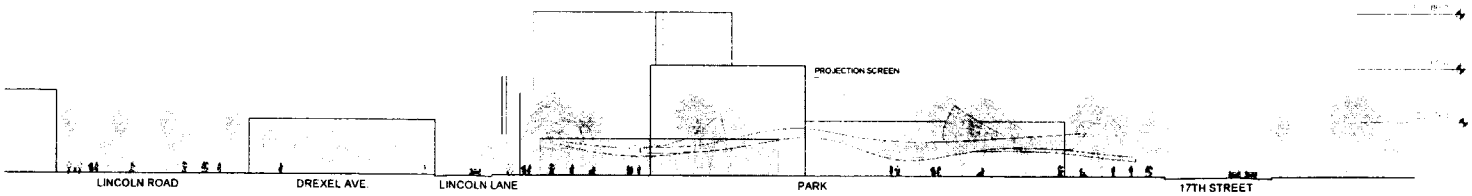
NEW WORLD SYMPHONY SOUNDSPACE

SCHEME 2
SITE PLAN

S2-1



LINCOLN LANE ELEVATION



WASHINGTON AVE. ELEVATION

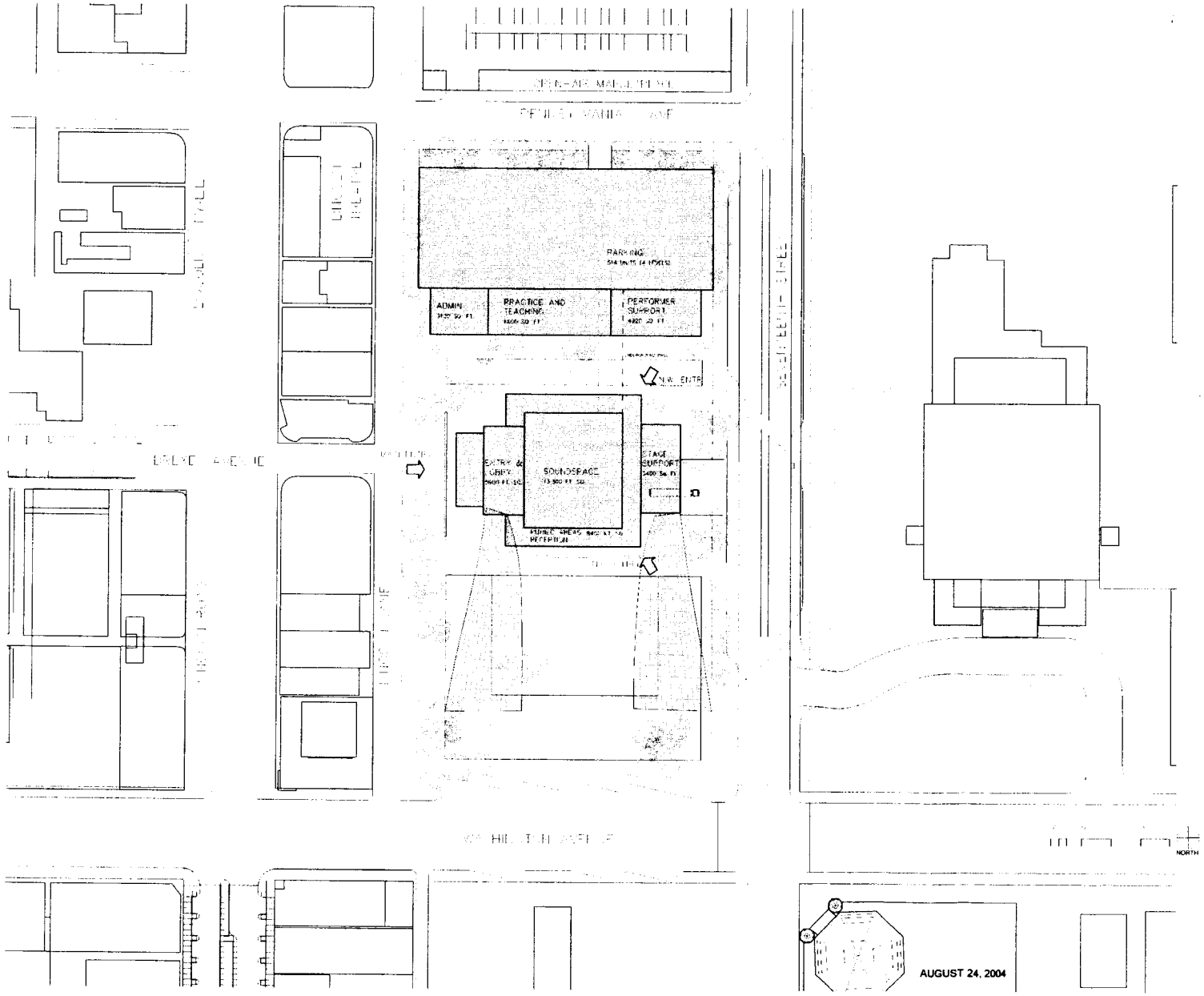
AUGUST 24, 2004

GEHRY PARTNERS, LLP

NEW WORLD
SYMPHONY
SOUNDSPACE

SCHEME 2
STREET
ELEVATIONS

S2-2

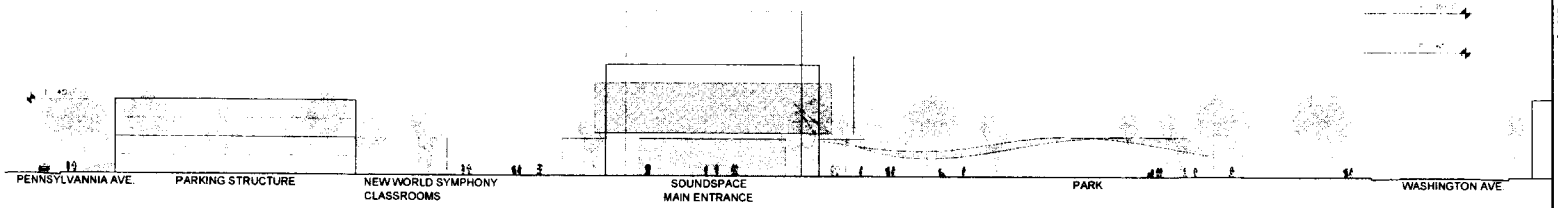


GEHRY PARTNERS, LLP.

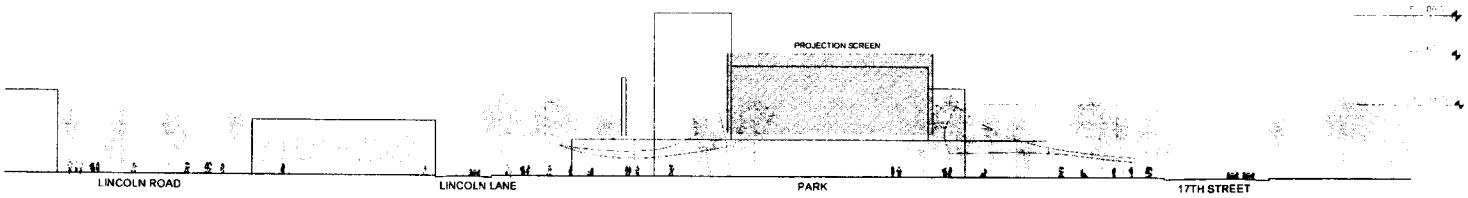
NEW WORLD SYMPHONY SOUNDSPACE

SCHEME 3
SITE PLAN

S3-1



LINCOLN LANE ELEVATION



WASHINGTON AVE. ELEVATION

AUGUST 24, 2004

GEHRY PARTNERS, LLP.

ARCHITECT

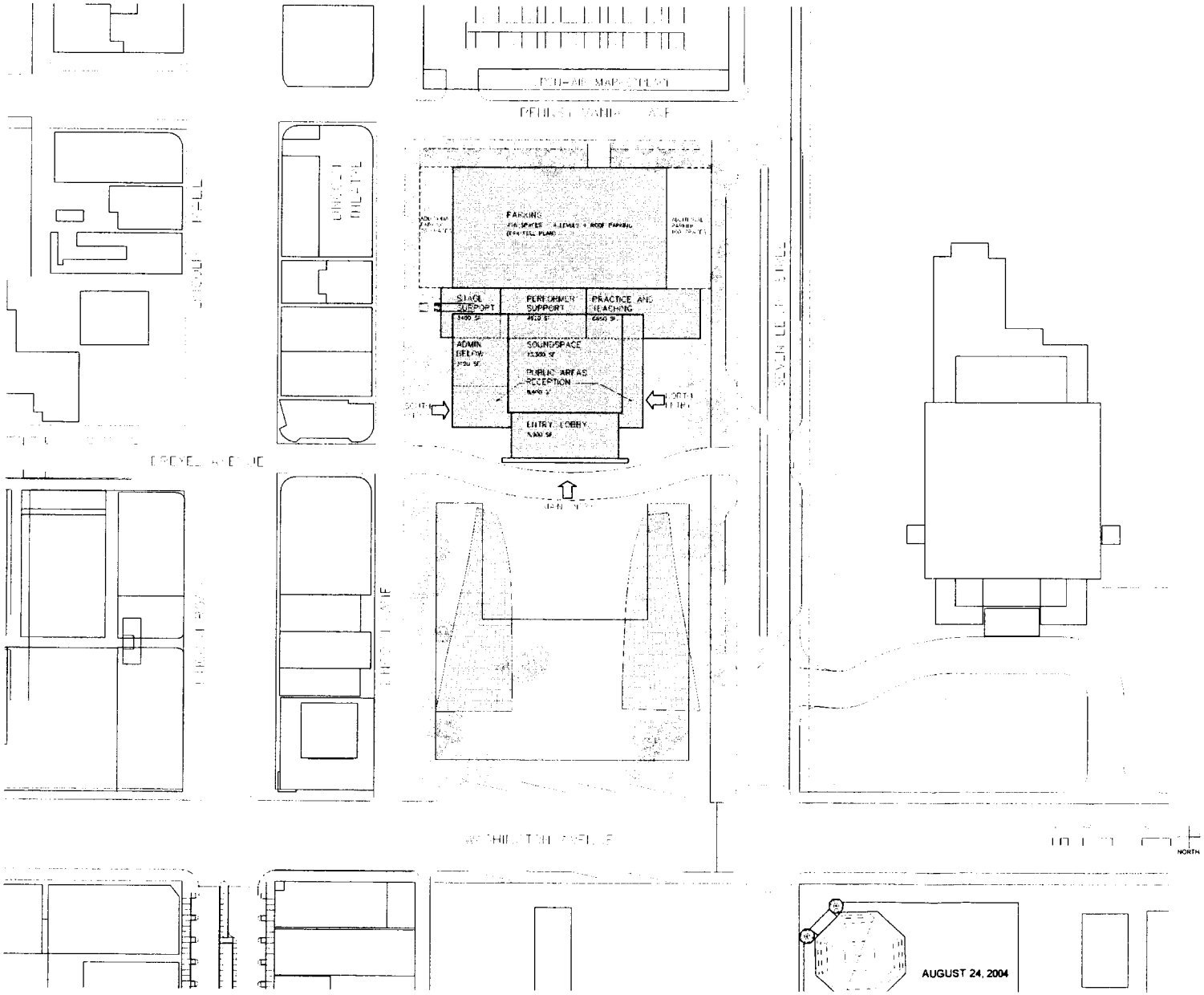
THEATRE PROJECTS

NAGATA ACOUSTICS INC

NEW WORLD
SYMPHONY
SOUNDSPACE

SCHEME 3
STREET
ELEVATIONS

S3-2

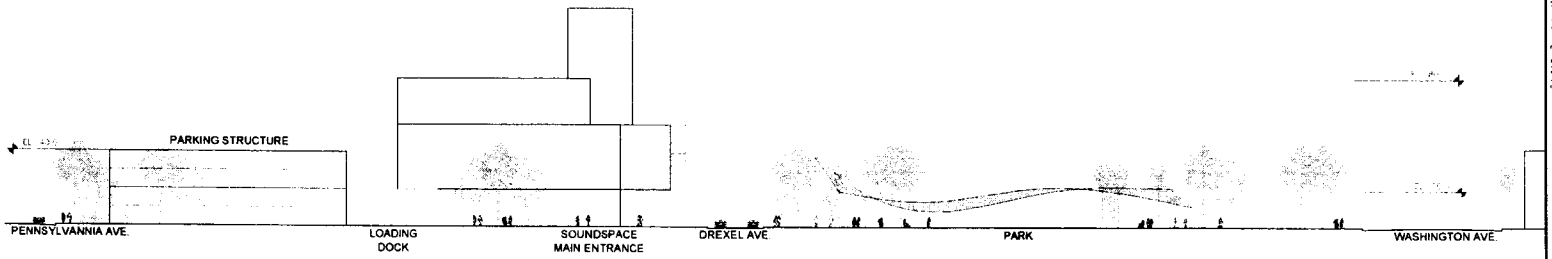


GEHRY PARTNERS, LLP

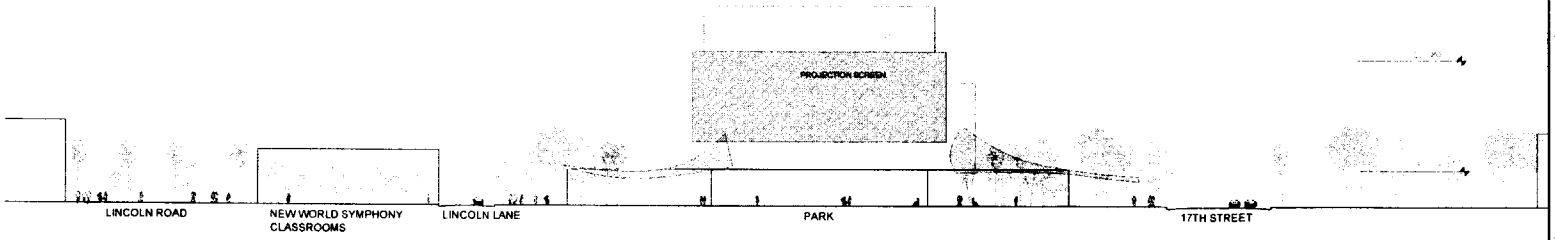
NEW WORLD SYMPHONY SOUNDSPACE

SCHEME 4
SITE PLAN

S4-1



LINCOLN LANE ELEVATION



WASHINGTON AVE. ELEVATION

AUGUST 24, 2004

GEHRY PARTNERS, LLP.
ARCHITECT

THEATRE PROJECTS

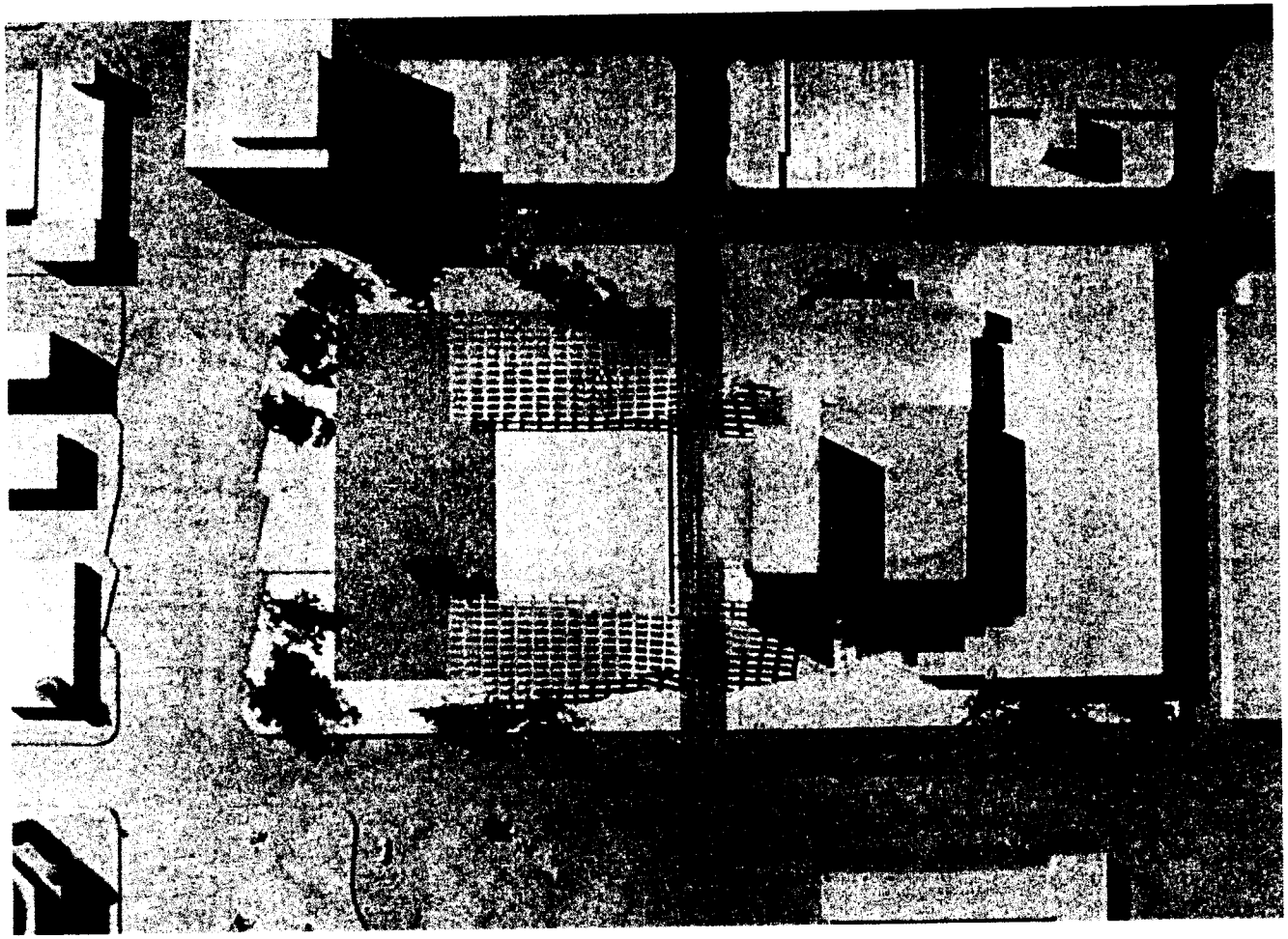
NAGATA ACOUSTICS INC

NEW WORLD SYMPHONY SOUNDSPACE

SCHEME 4 STREET ELEVATIONS

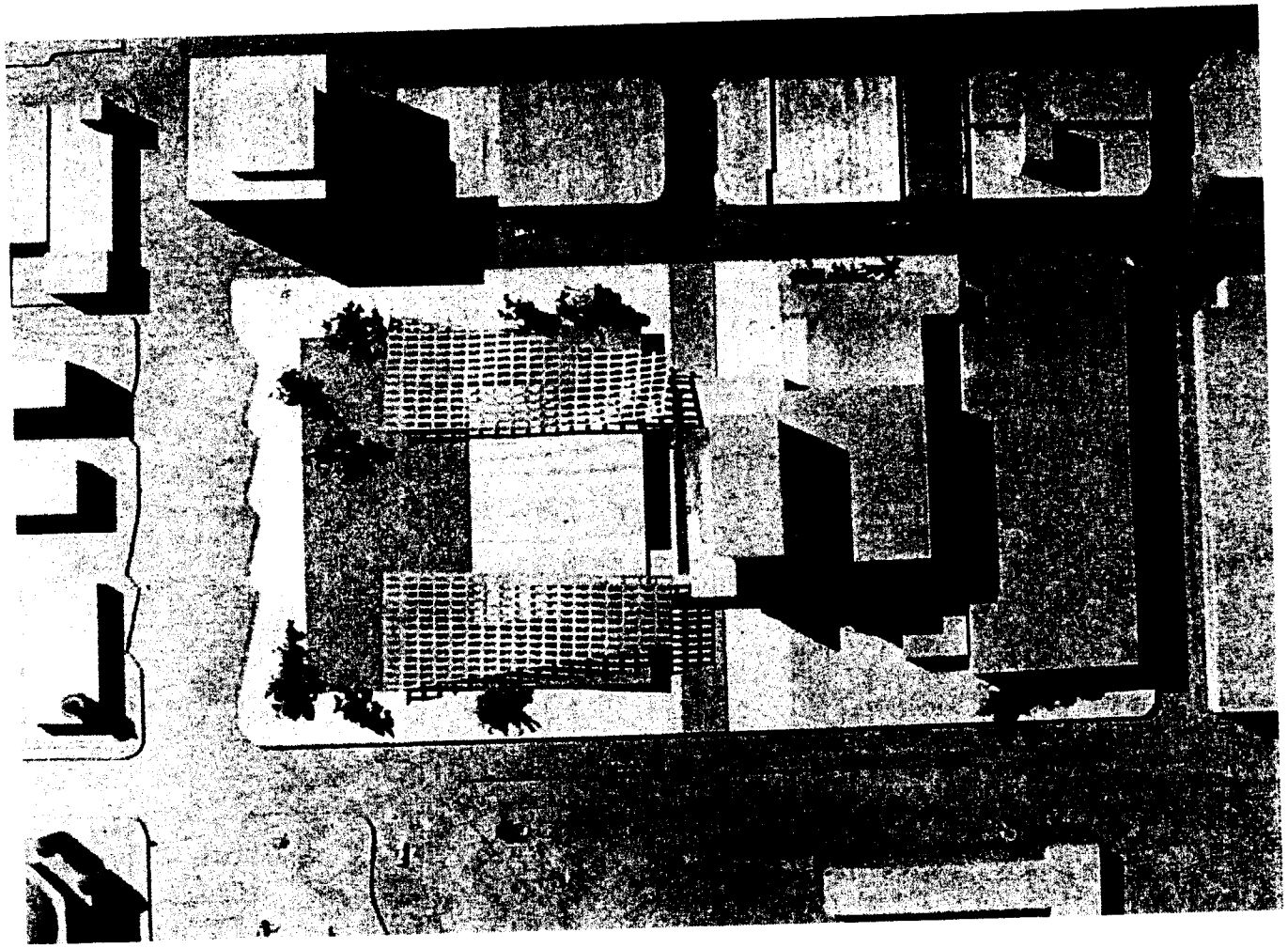
S4-2

New World Symphony Soundspace
Project Concept Plan – Insert
Gehry Partners, LLP
August 24, 2004

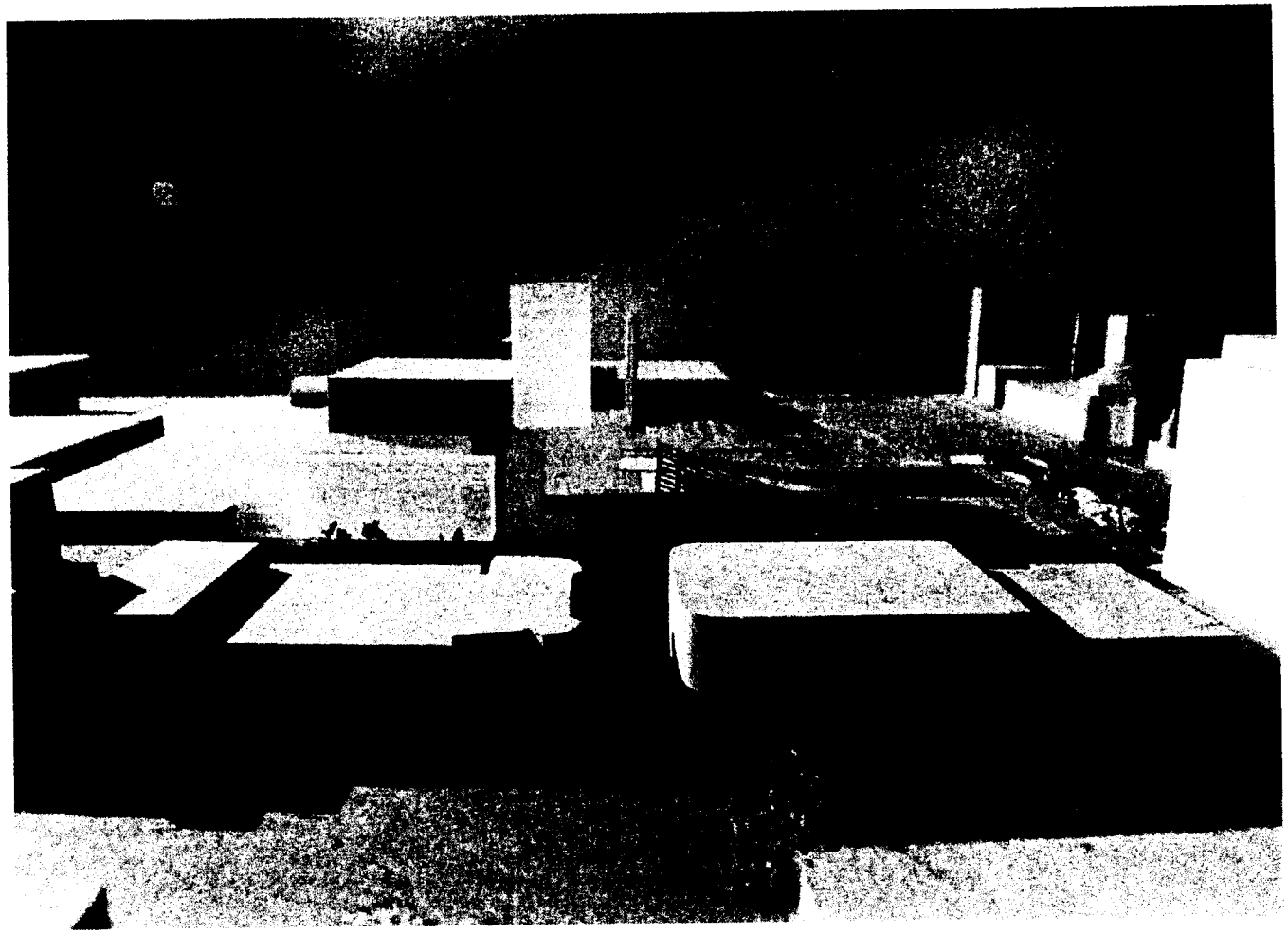


Scheme 5 – Site Plan

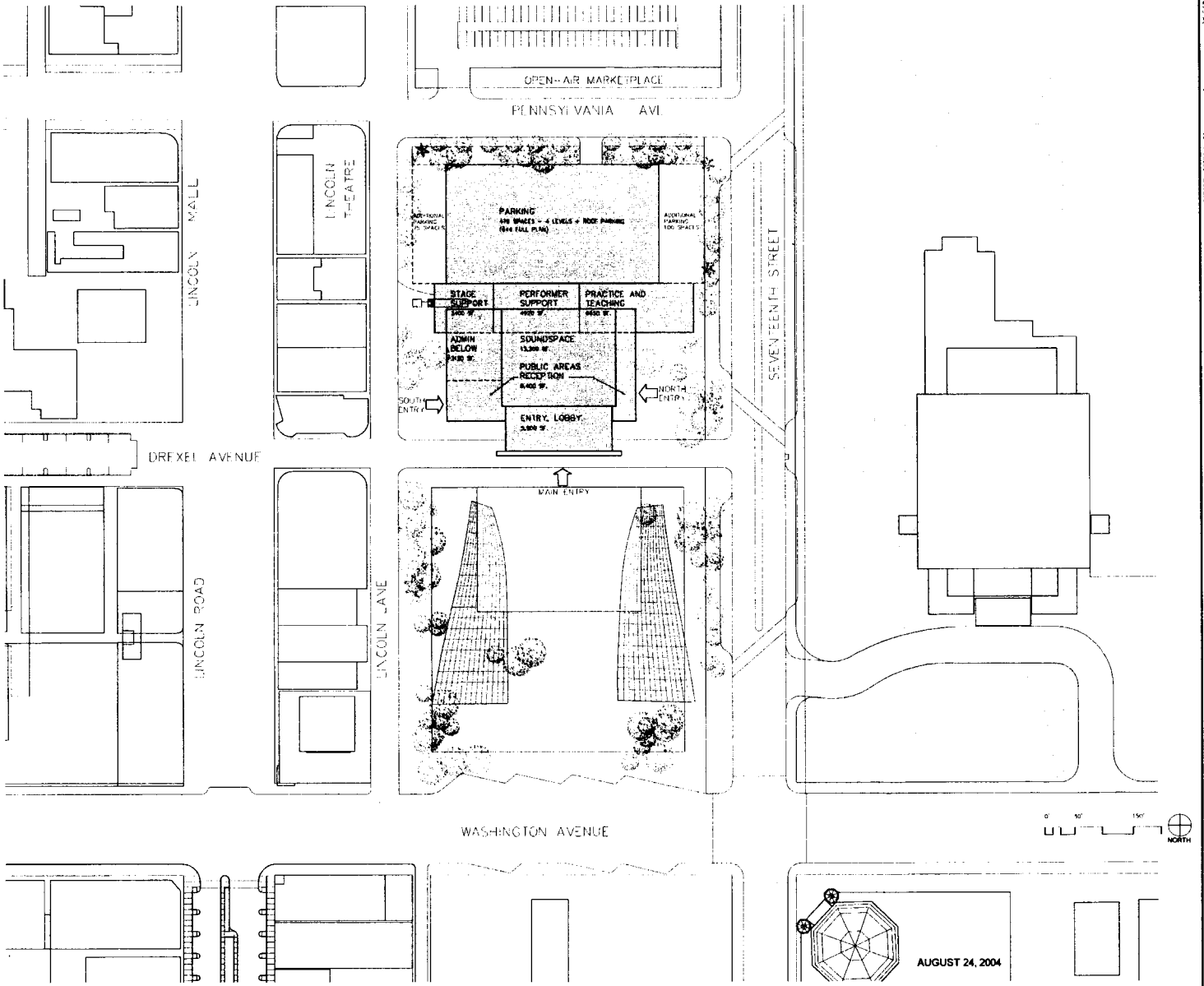
Scheme 5 – South Elevation



Scheme 6 – Site Plan



Scheme 6 – South Elevation



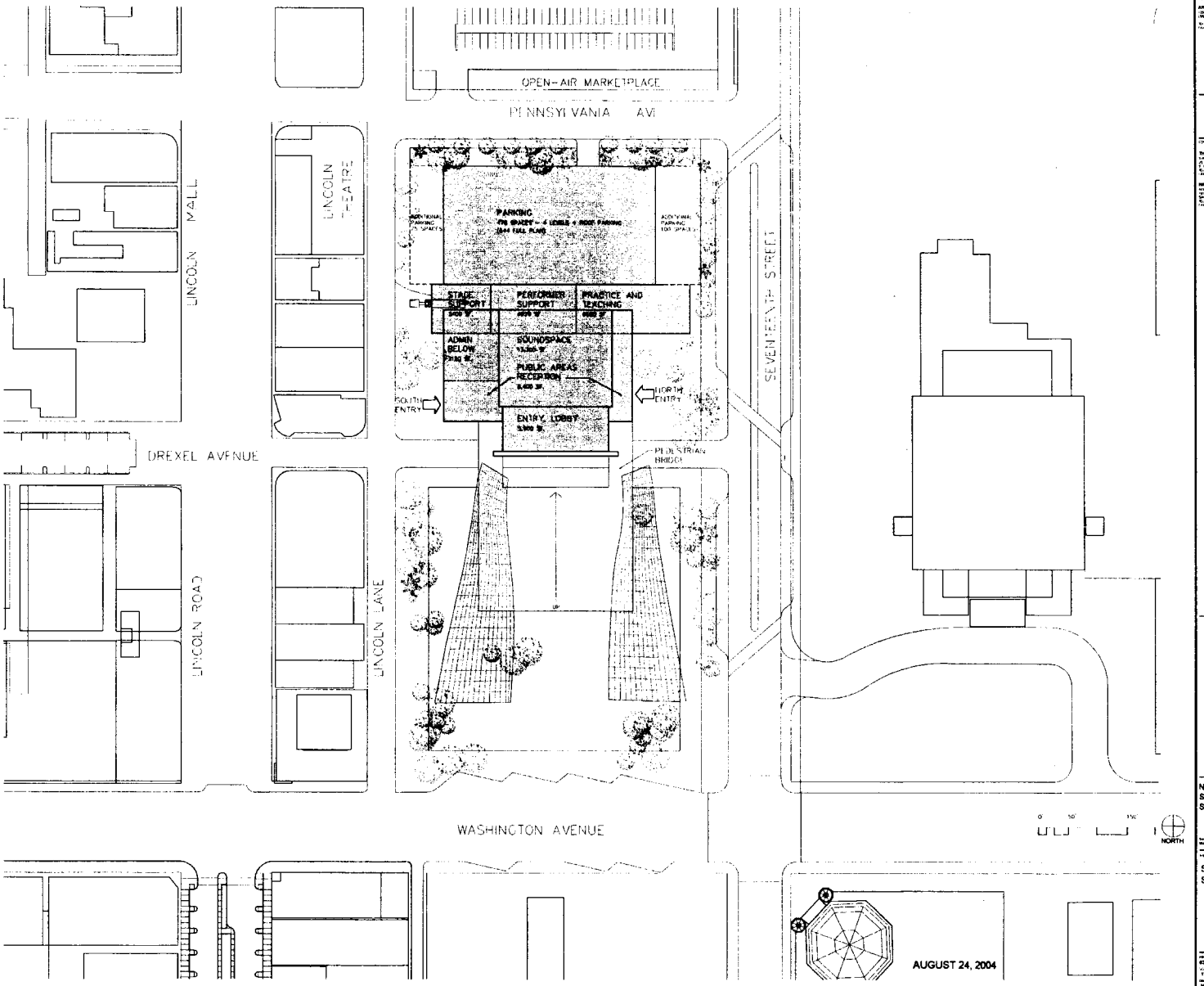
AUGUST 24, 2004

GEHRY PARTNERS, LLP

NEW WORLD SYMPHONY SOUNDSPACE

SCHEME 5 SITE PLAN

S5-1



GEHRY PARTNERS, LLP

NEW WORLD SYMPHONY SOUNDSPACE

SCHEME 6 SITE PLAN

AUGUST 24, 2004

S6-1

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution Approving A Concession Agreement Between The City And Production Sud, Inc., For The Management and Operation Of An Antique and Collectibles Market On Lincoln Road, Between Pennsylvania and Washington Avenues, With An Initial Term Of One Year (October 1, 2004 to September 30, 2005), With An Option To Renew, At The City's Sole Discretion, For An Additional One Year Term.

Issue:

Shall the Mayor and City Commission approve the Agreement with Production Sud for the Lincoln Road Antique and Collectibles Market?

Item Summary/Recommendation:

On July 31, 2002, the Mayor and City Commission approved the issuance of RFP 25-02/03 for the operation and management of an antique and collectibles market on Lincoln Road. Said RFP was issued, and proposals received, and after an evaluation/selection process, recommendations were forwarded to the Mayor and City Commission. On July 30, 2003, the Mayor and City Commission approved the selection of Production Sud, Inc. and authorized the Administration to negotiate the concession agreement.

The Administration and Production Sud have negotiated and agreement has been reached on the Concession Agreement for Lincoln Road Production Sud has agreed to pay the City a annual minimum guaranteed amount, equal to 100% of its prior fiscal year (2003) gross receipts, or 12.5% percent of its gross receipts, whichever is greater. If 2004 revenues exceed 2003 revenues, the payments will increase as follows; 1) if revenues exceed110% of prior year revenues, an additional 2.5% of those revenues that exceed 100% through and including 120% of prior year revenues, will be remitted; and 2) if revenues exceed 120% of prior year revenues, an additional 2.5% of those revenues that exceed 120% of prior year revenues will also be remitted. A security deposit, equal to approximately one twelfth of the minimum guarantee amount, will be provided. The agreement has an initial term of one year (October 1, 2004 to September 30, 2005), with an option to renew, at the City's discretion, for an additional 1 year term.

The Administration recommends that the Mayor and City Commission adopt the Resolution.

Advisory Board Recommendation:

Financial Information:

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

City Clerk's Office Legislative Tracking:

Christina Cuervo/Jose Damien

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R7H

DATE 9-8-04

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 8, 2004

From: Jorge M. Gonzalez *JMG for*
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONCESSION AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH AND PRODUCTION SUD, INC., FOR THE MANAGEMENT AND OPERATION OF AN ANTIQUE AND COLLECTIBLES MARKET IN THAT PORTION OF THE LINCOLN ROAD PUBLIC RIGHT-OF-WAY, BETWEEN WASHINGTON AVENUE AND PENNSYLVANIA AVENUE, AND IN THAT PORTION OF THE DREXEL AVENUE RIGHT-OF-WAY, BETWEEN LINCOLN LANE SOUTH AND LINCOLN LANE NORTH; SAID AGREEMENT HAVING AN INITIAL TERM OF ONE (1) YEAR, COMMENCING ON OCTOBER 1, 2004, AND EXPIRING ON SEPTEMBER 30, 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**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On July 31, 2002, the Mayor and City Commission adopted Resolution No. 2002-24947, authorizing the Administration to issue a Request for Proposals (RFP) for the management and operation of an antique and collectibles market on Lincoln Road. On March 3, 2003, RFP No. 25-02/03 was issued, responses were received and after an evaluation and selection process, recommendations were forwarded to the Mayor and City Commission. On July 30, 2003, the Mayor and City Commission adopted Resolution No. 2003-25269, authorizing the Administration to enter into negotiations with Production Sud, Inc. (Concessionaire) for the operation and management of an antique and collectibles market on Lincoln Road.

The Administration has successfully negotiated the foregoing Concession Agreement with Production Sud, Inc., for the operation and management of the Lincoln Road Antique and Collectibles Market, in that portion of the public right-of-way known as Lincoln Road (between Washington Avenue and Pennsylvania Avenue) and in that portion of the Drexel Avenue right-of-way (between Lincoln Lane North and Lincoln Lane South). Said

Agreement has an initial term of one (1) year, with a commencement date of October 1, 2004, and an expiration date of September 30, 2005. The Agreement also provides for an option to renew for an additional one (1) year term, at the City's sole discretion.

1. Financial Remunerations to the City:

   a. Percentage of Gross:
   Production Sud has agreed to remit to the City, on a monthly basis, twelve and one half (12.5%) percent of its gross receipts. In the event that Production Sud's fiscal year 2004 revenues exceed the previous fiscal year (2003) revenues, Production Sud agrees to increase its payments to the City in accordance to the following scale:

      i. if revenues exceed 110% of prior (2003) fiscal year revenues, Production Sud shall remit to the City an additional 2.5% of those revenues that exceed 100% through and including 120% of the prior year revenues; and

      ii. if revenues exceed 120% of prior (2003) fiscal year revenues, Production Sud shall remit to the City an additional 2.5% of those revenues that exceed 120% of the prior year revenues to the City.

   b. Minimum Guarantee (MG):
   Production Sud has agreed to pay the City an annual financial remuneration to the City equal to the greater of either the aforementioned twelve and one half (12.5%) percent of its gross revenues, or a minimum guaranteed amount of $31,000 (based on approximately 100% of Production Sud's actual fiscal year 2003 revenues remitted to City of $31,720.50, via their respective Special Event Permits).

   c. Security Deposit:
   Production Sud will provide a security deposit, the amount of $2,500, (an amount equal to approximately one twelfth (1/12th) of the Minimum Guarantee amount), based on the actual of revenues remitted to the City, via its Special Events Permit for fiscal year 2003).

The Administration recommends that the Mayor and City Commission approve the Concession Agreement by and between the City of Miami Beach and Production Sud, Inc. for the management and operation of the Lincoln Road Antique and Collectibles Market in that portion of the Lincoln Road Public Right-of-Way, between Washington Avenue and Pennsylvania Avenue and in that portion of the Drexel Avenue Right-of-Way between Lincoln Lane North and Lincoln Lane South; said Agreement commencing on October 1, 2004, and expiring on September 30, 2005, with an option to renew, at the City's sole discretion, for an additional one (1) year term, subject to the terms provided in the Agreement.

JMG\CMC\JD\rlr

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONCESSION AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH AND PRODUCTION SUD, INC., FOR THE MANAGEMENT AND OPERATION OF AN ANTIQUE AND COLLECTIBLES MARKET IN THAT PORTION OF THE LINCOLN ROAD PUBLIC RIGHT-OF-WAY, BETWEEN WASHINGTON AVENUE AND PENNSYLVANIA AVENUE, AND IN THAT PORTION OF THE DREXEL AVENUE RIGHT-OF-WAY, BETWEEN LINCOLN LANE SOUTH AND LINCOLN LANE NORTH; SAID AGREEMENT HAVING AN INITIAL TERM OF ONE (1) YEAR, COMMENCING ON OCTOBER 1, 2004, AND EXPIRING ON SEPTEMBER 30, 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

WHEREAS, on July 31, 2002, the Mayor and City Commission adopted Resolution No. 2002-24947, authorizing the Administration to issue a Request for Proposals (RFP) for the management and operation of an antique and collectibles market on Lincoln Road, Miami Beach, Florida; and

WHEREAS, on March 3, 2003, RFP No. 25-02/03 was issued, responses were received and evaluated, and recommendations were forwarded to the Mayor and City Commission; and

WHEREAS, on July 30, 2003, the Mayor and City Commission adopted Resolution No. 2003-25269, authorizing the Administration to enter into negotiations with Production Sud, Inc. (Concessionaire) for the operation and management of an antique and collectibles market on Lincoln Road; and

WHEREAS, the Administration has successfully negotiated the foregoing Concession Agreement with Production Sud, Inc., for the operation and management of the Lincoln Road Antique and Collectibles Market, in that portion of the public right-of-way known as Lincoln Road (between Washington Avenue and Pennsylvania Avenue) and in that portion of the Drexel Avenue right-of-way (between Lincoln Lane North and Lincoln Lane South), said Agreement commencing on October 1, 2004, and expiring on September 30, 2005, with an option to renew, at the City's sole discretion, for an additional one (1) year term.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City

Commission approve and authorize the Mayor and City Clerk to execute the attached Concession Agreement by and between the City Of Miami Beach and Production Sud, Inc., for the Management and Operation of the Lincoln Road Antique and Collectibles Market in that portion of the Lincoln Road Public Right-of-Way, between Washington Avenue and Pennsylvania Avenue and in that portion of the Drexel Avenue Right-of-Way between Lincoln Lane North and Lincoln Lane South; said Agreement commencing on October 1, 2004, and expiring on September 30, 2005, with an option to renew, at the City's sole discretion, for an additional one (1) year term, subject to the terms provided in the Agreement.

PASSED AND ADOPTED this 8th day of September, 2004.

ATTEST:

CITY CLERK	**MAYOR**

JMG:CMC:JD:rlr

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 8/30/04 Date

Production Sud, Inc.

Management and Operation Agreement for the Lincoln Road Antique & Collectibles Market

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CONCESSION AGREEMENT BETWEEN
CITY OF MIAMI BEACH, FLORIDA AND
PRODUCTIONS SUD, INC.
FOR MANAGEMENT AND OPERATION OF THE
LINCOLN ROAD ANTIQUE AND COLLECTIBLES MARKET
PURSUANT TO REQUEST FOR PROPOSALS NO. 25-02/03

THIS AGREEMENT made the 8th day of September, 2004, between the **CITY OF MIAMI BEACH**, a municipal corporation of the State of Florida, having its principal address at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (hereinafter called "City"), and **PRODUCTION SUD, INC.**, a corporation established pursuant to the laws of the State of Florida, with offices at 1360 Marseilles Drive, Miami Beach, Florida 33141 (hereinafter called "Concessionaire").

WITNESSETH

WHEREAS, on July 31, 2002, the Mayor and City Commission adopted Resolution No. 2002-24947, authorizing the Administration to issue a Request for Proposals (RFP) for the management and operation of an antique and collectibles market on Lincoln Road, Miami Beach, Florida; and

WHEREAS, on March 3, 2003, RFP No. 25-02/03 was issued, responses were received and evaluated, and recommendations were forwarded to the Mayor and City Commission; and

WHEREAS, on July 30, 2003, the Mayor and City Commission adopted Resolution No. 2003-25269, authorizing the Administration to enter into negotiations with Production Sud, Inc. (Concessionaire) for the operation and management of an antique and collectibles market on Lincoln Road; and

WHEREAS, the Administration has successfully negotiated the foregoing Concession Agreement with Production Sud, Inc., for the operation and management of the Lincoln Road Antique and Collectibles Market, on a portion of the public right-of-way known as Lincoln Road (between Washington Avenue and Pennsylvania Avenue) and on a portion of the Drexel Avenue right-of-way (between Lincoln Lane North and Lincoln Lane South), said Agreement commencing on October 1, 2004, and expiring on September 30, 2005, with an option to renew, at the City's sole discretion, for an additional one (1) year term.

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, it is agreed by the parties hereto as follows:

The City hereby grants to the Concessionaire, and the Concessionaire hereby accepts from the City, the exclusive right to operate the following described concession within the Concession Area, as defined herein, in conformance with the purposes and for the period stated herein, and subject to all the terms and conditions herein contained and fairly implied by the terms hereinafter set forth.

SECTION 1. TERM.

1.1 This Agreement shall be for an initial term of one (1) year, commencing on **October 1, 2004** (the "Commencement Date"), and ending on **September 30, 2005**.

1.2 Provided that the Concessionaire is not in default under Section 13 hereof, and at the City's sole discretion, upon written notice from Concessionaire to the City, which notice shall be given no later than 90 days prior to the expiration of the initial term of the Agreement. The City may extend the term of this Agreement for an additional one (1) year period, commencing on **October 1, 2005**, and ending on **September 30, 2006**.

SECTION 2. CONCESSION AREA.

2.0 The City hereby grants to the Concessionaire the exclusive right, during the term of this Agreement, to operate a concession for an open air street market, as described herein, in the following area(s) (hereinafter referred to collectively as the "Concession Area"), as more specifically delineated in Exhibits **2.1, 2.2** and **2.3** herein:

2.1 Lincoln Road between Washington Avenue and Drexel Avenue.
This Concession Area is limited to the public right-of-way bounded on the south by the southernmost line of the Lincoln Road right-of-way; bounded on the north by the northernmost line of the Lincoln Road right-of-way; bounded on the west by the easternmost edge of the sidewalk adjacent to and on the east side of Drexel Avenue; and bounded on the east by the westernmost edge of the sidewalk adjacent to and on the west side of Washington Avenue, attached hereto and incorporated as **Exhibit 2.1**.

2.2 Drexel Avenue between Lincoln Lane North and Lincoln Lane South.
This Concession Area is limited to the public right-of-way bounded on the south by the northernmost line of the Lincoln Lane South right-of-way; bounded on the north by the southernmost line of the Lincoln Lane North right-of-way; bounded on the west by the easternmost edge of the sidewalk adjacent to and on the east side of Drexel Avenue; and bounded on the east by the westernmost edge of the sidewalk adjacent to and on the west side of Drexel Avenue, attached hereto and incorporated as **Exhibit 2.2**.

2.3 Lincoln Road between Drexel Avenue and Pennsylvania Avenue.
This Concession Area is limited to the public right-of-way bounded on the south by the southernmost line of the Lincoln Road right-of-way; bounded on the north by the northernmost line of the Lincoln Road right-of-way; bounded on the west by the easternmost edge of the sidewalk adjacent to and on the east side of Pennsylvania Avenue; and bounded on the east by the westernmost edge of the sidewalk adjacent to and on the west side of Drexel Avenue, attached hereto and incorporated as **Exhibit 2.3**.

2.4 Notwithstanding the use of the Concession Area(s) granted to Concessionaire above, Concessionaire herein understands, agrees, and

acknowledges that the Concession Area, along with any and all other public right-of-way area(s) not specifically identified herein, are public and, as such, must remain available for the use and enjoyment of the general public whether or not the public chooses to purchase any of Concessionaire's goods, or otherwise partake of any of the services it provides. In the event that a member of the public is within a particular area of the Concession Area, Concessionaire agrees to allow for his/her continued peaceful enjoyment of said area.

The Concession Area does not include those portions of the public right-of-way where fountains, seating, or other public amenities or other uses authorized/licensed/permitted by the City are currently located or may be located in the future.

SECTION 3. USE(S).

The Concessionaire is hereby authorized to conduct the following kind(s) of business(es) within the Concession Area, as provided below, all at its sole cost and expense:

3.1 Concessionaire shall operate and manage an open air street market, commonly known and referred to herein as the "Lincoln Road Antique and Collectibles Market" (the Market), which shall provide a venue for vendors to sell and/or provide the following (as each is more specifically defined in Section 3.2):

a) Antiques;
b) Vintage Goods; and
c) Collectibles.

This shall also generally include the rental of booths, tents, tables, signs or space(s) (collectively the "facilities"), in conformance with the attached site plans (**Exhibits 2.1, 2.2 and 2.3**). The City herein approves the rental of the aforestated facilities, and the prices for same, as provided in Section 18.

3.1.1 Facilities Design:

The design, type, material, and color of any and all facilities, as defined above, shall be approved in writing by the City's Planning Department prior to the Commencement Date of this Agreement. A photo or photo(s) of City-approved facilities is incorporated herein as **Exhibit 3.1.1**. Thereafter, Concessionaire shall not change, alter, or modify said City-approved design, type, material and color of any facilities without the prior written consent of the City Manager or his designee, and, if so approved, an updated **Exhibit 3.1.1** will be made a part of and incorporated into this Agreement.

3.1.2 Placement of Facilities:

All respective facilities within the Concession Area shall be placed substantially in accordance with the attached site plans, herein approved by the City and attached hereto and incorporated as **Exhibits 2.1, 2.2 and 2.3** herein. Concessionaire shall not deviate from or alter the approved site plans without the prior written consent of the City Manager or his designee.

3.1.2.1 Compliance with American with Disabilities Act (ADA) and any other applicable accessibility standards:
Concessionaire agrees and acknowledges that during all periods when its Market is in operation, including set-up and break-down periods, it shall comply with ADA standards, Florida Accessibility Code standards, and any other applicable accessibility standards required by law, including the provisions of the City's "Special Events Disability Access Punch List", attached hereto and incorporated as **Exhibit 3.1.2.1** herein. Concessionaire's compliance with the provisions set forth in the attached **Exhibit 3.1.2.1**, includes, but shall not be limited to, any and all responsibilities associated with "Event Producer" as described therein.

3.1.2.2 The Concessionaire's responsibility to comply with the aforementioned provisions in Subsection 3.1.2.1 include, but are not limited to, ensuring that there is an accessible path of travel from the handicap designated parking spaces and public transportation stops within the boundary of, areas associated with, and entrances to, Lincoln Road. Concessionaire shall:

a) maintain accessible path(s) of travel that permit the unobstructed access to the entryways of all buildings, facilities, elements and spaces along Lincoln Road;

b) maintain an unobstructed accessible path of travel on both the north sidewalk and the south sidewalk of Lincoln Road; and

c) maintain an unobstructed accessible path(s) of travel from the north walkway to the south walkway of Lincoln Road.

3.1.2.3 Notwithstanding the above, Concessionaire's responsibility to comply with the requirements of Subsections 3.1.2.1 and 3.1.2.2 shall be limited to those areas within the Concession Area as provided in **Subsections 2.1, 2.2 and 2.3** herein.

3.1.3 Set Up:
The set up of facilities to be placed within the Concession Area, substantially in accordance with the site plan(s) approved pursuant to **Exhibits 2.1, 2.2 and 2.3**, shall be in accordance with the days and hours of operation in Section 9. Placement of vendor facilities shall be in accordance with and shall not exceed the maximum numbers, set forth in **Exhibits 2.1, 2.2 and 2.3**, attached hereto and incorporated herein.

3.1.4 Public Right-of-Way:

The City and Concessionaire agree and acknowledge that the public's use of the public right-of way is a prime consideration and must be balanced accordingly with Concessionaire's proposed operations, as set forth herein. Accordingly, notwithstanding the site plans and maximum numbers (as provided for in the Set Up period) set forth in Subsection 3.1.3, Concessionaire further agrees that, notwithstanding its right to set up its maximum numbers, it will not alter or modify its site plans without the prior written consent of the City Manager or his designee.

Notwithstanding the preceding paragraph, City and Concessionaire may, from time to time, meet to review and, subject to City's prior written consent, revise the maximum numbers (as provided for in the Set-Up period) set forth in Subsection 3.1.3.

3.1.5 Interaction and Coordination with Other Lincoln Road Operations and Events:

Concessionaire agrees and understands that there are other businesses, establishments, operations and events which are ongoing, or may occur from time to time within, or in close proximity to the Concession Area. As such, Concessionaire agrees that it will use its best efforts to cooperate and coordinate with said businesses, establishments, operations and events so as to minimize the impact to the respective parties.

As this Subsection 3.1.5 relates to that certain Concession Agreement by and between the City and The Market Company, Inc., dated March 17, 2004, for the Management and Operation of the Lincoln Road Green Market, it shall be understood and agreed that:

a) The Lincoln Road Antique and Collectibles Market shall have first priority use of the portion of the Concession Area, as defined in Subsection 2.1 herein, during such times as said Antique and Collectibles Market is operating.

b) Should the Lincoln Road Green Market desire to utilize that portion of the Concession Area described in Subsection 2.1, it shall only be permitted to do so:

   i. with Concessionaire's prior written approval; and
   ii. only for as long as the Lincoln Road Green Market maintains the following longstanding vendors in said Area:
      1) Ivan Comas;
      2) Susana Garciga; and
      3) Emil Ciuraru.

In the event that one or more of the aforestated vendors ceases to operate in the Lincoln Road Green Market, The Market Company

shall not be allowed to replace the respective vendor(s) with another vendor(s) during the remaining term of the Lincoln Road Green Market Concession Agreement. To that end, in the event that all of the aforementioned vendors cease to operate in the Lincoln Road Green Market, The Market Company's use of this portion of the Concession Area described herein, shall immediately terminate.

3.1.6 Conflict Resolution:

Concessionaire recognizes and understands that conflicts with one or more of the following entities, groups, and/or individuals may arise during the term of this Agreement, or any extensions thereof:

- Conflicts between Lincoln Road (or other) Merchants/Businesses and Concessionaire
- Conflicts between Vendors and Concessionaire
- Conflicts between Vendors and the General Public
- Conflicts between General Public and Concessionaire

As such, Concessionaire further recognizes and understands that notice of said conflicts may be directed to the attention of Concessionaire or the City. In the event a notice of conflict is communicated to the City, the City will communicate same to the Concessionaire, as soon as practicable.

Whenever a conflict arises, upon Concessionaire's receipt of notice of same, whether written or verbal, between any of the aforestated entities, groups, or individuals, with any of Concessionaire's operations, resolution to said conflicts will be addressed in the following manner:

1. Concessionaire shall meet with the conflicted party and endeavor, using its best efforts and good faith, to resolve the conflict to the satisfaction of all parties concerned within fourteen (14) calendar days from receipt of notice.

2. In the event the conflict cannot be resolved as stated in Number 1 above, then the Concessionaire shall provide written notice to the conflicted party, (with copy to the City Manager's designee) with a date on which to meet with the City Manager's designee, to address the conflict. At that time, the City Manager's designee will recommend a resolution. The City Manager's designee shall endeavor to set a meeting date within fourteen (14) calendar days of receipt of a copy of the written notice to the conflicted party. For purposes of this Section, the City Manager's designee shall be the Asset Manager of the City.

3. In the event the resolution recommended by the City Manager's designee is not acceptable to the Concessionaire or the conflicted party, the City Manager's designee shall inform

the City Manager, and provide him with the pertinent details of the conflict. The City Manager may make a determination as to whether he concurs with the designee's recommendation; offer an alternate resolution; or choose to meet with Concessionaire and the conflicted party to get additional information prior to making a final determination.

Notwithstanding the foregoing, the City Manager's final determination, will be binding upon Concessionaire, and Concessionaire shall agree to be bound by same except for conflicts between non-merchant vendors and Concessionaire which shall be resolved between the respective parties.

Concessionaire agrees and understands that the above referenced conflict resolution language is not applicable to any conflicts that may arise between the City and the Concessionaire pursuant to this Agreement, or conflicts outside of the City's purview, control or jurisdiction.

3.1.7 The condition and quality of Concessionaire's facilities shall at all times be maintained in a manner that is consistent with the condition and quality of similar facilities in first class open air markets located in other world class areas. It is the City's intent, and Concessionaire hereby agrees and acknowledges same, to develop and promote world class open air street market facilities and operations that would be comparable to those found in other world class public areas. Accordingly, Concessionaire shall not only, at a minimum, ensure that all facilities placed within the Concession Area are well maintained and in usable condition, but shall adhere, as indicated in this Subsection, to high ongoing maintenance standards for same consistent with the aforementioned condition and quality.

3.1.8 Quality of goods and services offered will be first-rate and comparable to that available in open air markets in other world class areas on par with the City of Miami Beach or, at a minimum, to the quality and pricing of goods and services provided by privately owned businesses selling like goods and services within the City of Miami Beach.

3.1.9 In addition to Concessionaire's general maintenance obligations for the Concession Area, as set forth in Section 10 hereof, all portions of the Concession Area shall at all times be maintained in a clean and sanitary manner.

3.1.10 Concession operations shall be offered to patrons at all times during the days and hours of operation set forth in Section 9 herein. However, if the City, at its sole discretion, deems that there is a decrease in demand for the concession operations, or if the Concessionaire provides the City with written notice that it is desirous of reducing its hours of operation, (i) the City shall provide Concessionaire with a minimum of two (2) weeks prior written notice,

requesting the specific decrease in Concessionaire's operation, or (ii) Concessionaire shall provide the City with, at minimum, two weeks prior written notice, requesting to reduce said hours, for the City's written approval (which shall not be unreasonably withheld) prior to implementing said schedule of reduced hours of operation. Said notice to the City shall include the newly proposed schedule of operation. In the event the City requests that Concessionaire decrease its operations pursuant to this Subsection, then the partial termination provisions of Subsection 13.6.3 shall apply.

Similarly, if Concessionaire is desirous of increasing its hours of operation in the Concession Area then, in that event, the Concessionaire shall obtain the City's prior written consent.

Concessionaire agrees and acknowledges that any Concessionaire requested reduction in the scheduled hours of operation as may be provided herein shall not in any way reduce Concessionaire's financial responsibility to the City, as required in Section 4, except if same is deemed by the City to be a partial termination pursuant to Subsection 13.6.3.

3.2 Permitted Concession Operations / Uses.

3.2.1 Antiques:
This shall generally include the sale of items created at least 100 years prior to the execution of this Agreement.

3.2.2 Vintage Goods:
This shall generally include the sale of items of high style and quality created at least 25 years prior to the execution of this Agreement.

3.2.3 Collectibles:
This shall generally include the sale items including, but not limited to, jewelry, bric-a-brac, reproductions, memorabilia, art, and creative uses of recycled components, etcetera, in the spirit of antique and/or vintage.

3.2.4 In the event that the City Manager or his designee determines, at his sole option and discretion, that all or a portion of Concessionaire's proposed uses, pursuant to Subsection 3.1 and as defined in Section 3.2, are no longer desired, then the City may revoke Concessionaire's right to provide all or a portion of said uses, without cause, upon thirty (30) days written notice to Concessionaire. Any percentage of gross paid by Concessionaire (pursuant to Subsections 4.2 and 4.3) to City with regard to a delete/discontinued use, shall be prorated and/or adjusted accordingly as of the date of termination of said use, and no further payment shall be required for same during the term of this Agreement, unless the City reinstates the use, at which time the payment provisions of Subsections 4.2 and 4.3 shall once again apply.

3.3 Intentionally Omitted.

3.4 Intentionally Omitted.

3.5 Intentionally Omitted.

3.6 Off-Duty Police / Field Monitor.

3.6.1 Off-Duty Police:
Concessionaire agrees to provide Off-duty Police services as same is required pursuant to City of Miami Beach policy or as may be required in accordance with applicable law. Notwithstanding the foregoing, Concessionaire, at minimum, shall provide, at its sole cost and expense, at least one (1) Off-duty Police Officer during hours of operation, including set-up and break down periods, on days that the Market is scheduled to operate.

3.6.2 Field Monitor:
Additionally, Concessionaire agrees and understands that a Field Monitor, who will report to and be under the direction of the City, is required for a minimum of two (2) hours daily on Sunday in order to assist in monitoring concession operations. Concessionaire further agrees and understands that any and all costs associated with said Field Monitor shall be borne by Concessionaire and reimbursed to the City on a monthly basis, along with its regularly scheduled monthly payments pursuant to Section 4.2 herein. Concessionaire's responsibility for the costs associated with said Field Monitor position for the initial term shall be limited to Seventeen ($17.00) Dollars per hour. During the renewal term, said limit shall be increased by 3% per contract year or by the annual Consumer Price Index, All Urban Consumers, as reported by the U.S. Bureau of Labor Statistics (CPI), whichever is greater.

3.6.3 Concessionaire supervisory/management employee shall be on duty and on-site within the Concession Area at all times during which the Market is operating, including but not limited to Set-Up and Move-Out periods, as defined in Subsection 9.2 herein.

3.7 Vendor Selection / First Priority to Miami Beach Merchants.

3.7.1 Within thirty (30) days from the Commencement Date of this Concession Agreement, and for a period of thirty (30) days thereafter, the Concessionaire shall offer Miami Beach licensed merchants the opportunity to participate (a booth space in the Market) as vendors before opening its search to the general public or other networks. The Concessionaire will establish this "pool" and will also serve as the clearinghouse for booth availability and vendor applicants. The Concessionaire shall commit to use this clearinghouse during the initial availability of booth space before expanding its search to other networks.

The Concessionaire will use best efforts to ensure that all Miami Beach licensed merchants are contacted and that announcements regarding booth availability are disseminated throughout the City of Miami Beach, as quickly as possible so as to take optimum advantage of the thirty (30) day availability period, including but not limited to, advertising in a local newspaper, placing information on the Market or other websites, or other similar efforts.

The Concessionaire will make itself available to answer any questions potential applicants may have about the Market.

3.7.2 Notwithstanding the foregoing, and for purposes of this Section 3.7, in the event that the number of responsive Miami Beach licensed merchants desirous of participating in the Market would cause Concessionaire to displace any vendors who have been and are currently and actively participating in the Market as of the date of execution of this Agreement, and such displacement is directly due to lack of available space within the Concession Area, then in such event Concessionaire and the City agree to meet and discuss, in good faith, and make reasonable efforts to resolve this matter. It is understood by the parties herein, that the intent of this Subsection 3.7 is not to displace vendors who are currently and actively participating in the Market but to provide opportunities for those Miami Beach licensed merchants who desire to participate in the Market.

3.7.3 The Concessionaire will keep and make available to the City for inspection, upon notice by the City, carefully detailed records, including the name, address, telephone numbers, qualifications, experience, and the proposed goods and services to be offered for sale by its vendors, and will pay particular attention to matching vendors and booths with appropriate locations.

3.8 Removal of Concession Facilities.
Concessionaire agrees that all its facilities or other items used in the concession operations will be removed from the public right-of-way/Concession Area and said removal shall be done on a daily basis, in compliance with the time parameter(s) set forth in Subsection 9.2 herein.

3.9 Hurricane Evacuation Plan.
Concessionaire agrees that all its facilities or other items used in the concession operations will be removed from the public right-of-way/Concession Area and said removal shall immediately begin no later than upon the issuance of a Hurricane Warning by the Miami-Dade County Office of Emergency Management, and stored at a private, off-site location.

3.10 City Occupational Licenses.
Concessionaire shall obtain, at its sole cost and expense, any occupational licenses required by City law, as amended from time to time, for its proposed operations, as contemplated in Section 3 of this Agreement. For purposes of

this Agreement, Concessionaire shall obtain the applicable "Promoters" category City occupational license.

SECTION 4. CONCESSION FEES.

4.1 Security Deposit.
Upon execution of this Agreement Concessionaire shall furnish the City with a Security Deposit, in the amount of Two Thousand Five Hundred ($2,500) Dollars (approximately equal to one month's rent based on the Market's prior year's actual revenues). Said Security Deposit shall serve to secure Concessionaire's performance in accordance with the provisions of this Agreement. In the event the Concessionaire fails to perform in accordance with said provisions, the City may retain said Security Deposit, as well as pursue any and all other legal remedies provided herein, or as may be provided by applicable law.

The parties agree and acknowledge that the foregoing condition is intended to be a condition subsequent to the City's approval of this Agreement. Accordingly, in the event that Concessionaire does not satisfy the aforestated condition within the time periods provided herein, then the City Manager or his designee may immediately, without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to him for breach of contract.

4.2 Percentage of Gross (vs.) MG (PG).
During the initial term, and any renewal term, of the Agreement, Concessionaire shall pay the City, on a monthly basis, and within thirty (30) calendar days from the end of each month during the term herein, an amount equal to twelve and one-half (12.5%) percent of Concessionaire's gross receipts (PG). In the event that the annual PG is less than the amount provided in Subsection 4.3 below, then the Concessionaire shall also pay to the City, on an annual basis, the difference between the PG amount and the amount provided in Subsection 4.3 below, no later than 30 days after the expiration of the initial term, or of the renewal term of this Agreement, as the case may be.

Notwithstanding the above, in the event Concessionaire's annual gross receipts exceed 110% of its prior year gross receipts, Concessionaire shall pay to the City an additional amount equal to 2.5% of those gross receipts that exceed 100%, through and including those gross receipts that equal 120% of its prior year's gross receipts; and

In the event Concessionaire's annual gross receipts exceed 120% of its prior year gross receipts, Concessionaire shall also pay to the City an additional amount equal to 2.5% of those gross receipts that exceed 120% of its prior year's gross receipts.

The term "gross receipts" is understood to mean all income, whether collected or accrued, derived by the Concessionaire under the privileges granted by this Agreement, excluding amounts of any Federal, State, or City

sales tax, or other tax, governmental imposition, assessment, charge or expense of any kind, collected by the Concessionaire from customers and required by law to be remitted to the taxing or other governmental authority. Except as otherwise provided, with regard to a special event under Subsection 16.1 hereof in which Concessionaire is not permitted to continue operating, the pro-rata share due to the City for the event days will be abated.

4.3 Minimum Guarantee (MG).

Notwithstanding the PG payment required pursuant to Subsection 4.2, and in consideration of the City executing this Agreement and granting the rights provided in this Agreement, Concessionaire shall pay to the City a Minimum Guaranteed Annual Concession Fee (MG) of Thirty One Thousand ($31,000) Dollars for the initial term. Said initial MG is based on a percentage (approximately 100%) of the 2003/2004 Fiscal Year revenues received by the City of Miami Beach, from Production Sud, Inc., pursuant to the Production Sud's Special Event permit for the Lincoln Road Antique and Collectibles Market for the respective time period, and shall be paid annually in accordance with Sections 4.2 and 4.3, as applicable.

In the event that the City, at its sole discretion, chooses to extend the term of this Agreement for the additional one (1) year renewal term, the renewal term year MG shall be automatically increased, by five percent (5%) from the previous year's MG, or one-hundred (100%) percent of the prior year revenues remitted to the City, whichever is greater, and shall be due and payable to the City, in accordance with Sections 4.2 and 4.3, as applicable.

4.4 Use of Electricity.

Neither Concessionaire, nor its Vendors shall use, or have the right to use, any electrical outlet located on any City right-of-way or City-owned property, nor shall use, or have the right to use, any other means by which to access electricity from any City public right-of-way, or any City-owned property.

In the event Concessionaire and/or its Vendor(s) intend to access and use electricity from any privately-owned property or source, same must be in accordance with applicable law, including the procurement of all applicable permits and authorization related to same.

4.5 Interest for Late Payment.

Any payment which Concessionaire is required to make to City which is not paid on or before the respective date provided for in this Agreement shall be subject to interest at the rate of twelve percent (12%) per annum, from the due date of payment until such time as payment is actually received by the City.

4.6 Sales and Use Tax.

It is also understood that, if applicable, the required Florida State Sales and Use Tax shall be added to Concessionaire's payments and forwarded to the City as part of said payments. It is the City's intent that it is to receive all payments due from Concessionaire as net of such Florida State Sales and

Use Tax.

SECTION 5. MAINTENANCE AND EXAMINATION OF RECORDS.
Concessionaire shall maintain current, accurate, and complete financial records on an accrual basis of accounting related to its operations pursuant to this Agreement. Systems and procedures used to maintain these records shall include a system of internal controls and all accounting records shall be maintained in accordance with generally accepted accounting principles and shall be open to inspection and audit, but not photocopying, by the City Manager or his designee upon reasonable prior request and during normal business hours. Such records and accounts shall include a breakdown of gross receipts, expenses, and profit and loss statements and such records shall be maintained as would be required by an independent CPA in order to audit a statement of annual gross receipts and profit and loss statement pursuant to generally accepted accounting principles.

A monthly report of gross receipts must be submitted to the City, through the Finance Department's Revenue Manager, to be received no later than thirty (30) days after the close of each month.

SECTION 6. INSPECTION AND AUDIT.
Concessionaire shall maintain its financial records pertaining to its operations for a period of three (3) years after the conclusion of the initial term, or (if approved) the renewal term, and such records shall be open and available to the City Manager or his designee, as deemed necessary by the City Manager or his designee. Concessionaire shall maintain all such records at its principal office, currently located at 428 Espanola Way, Miami Beach, Florida, 33139 or, if moved to another location, all such records shall be relocated, at Concessionaire's expense, to a location within the City of Miami Beach, within ten (10) days' written notice from the City that the City desires to review said records.

The City Manager or his designee shall be entitled to audit Concessionaire's records pertaining to its operation as often as it deems reasonably necessary throughout the term of this Agreement, and three (3) times within the three (3) year period following termination of the Agreement, regardless of whether such termination results from the natural expiration of the term or for any other reason. The City shall be responsible for paying all costs associated with such audits, unless the audit(s) reveals a deficiency of five percent (5%) or more in Concessionaire's statement of gross receipts for any year or years audited, in which case the firm shall pay to the City, within thirty (30) days of the audit being deemed final (as specified below), the cost of the audit and a sum equal to the amount of the deficiency revealed by the audit, plus interest; provided, however, the audit shall not be deemed final until Concessionaire has received the audit and has had a reasonable opportunity to review the audit and discuss the audit with the City. Nothing contained within this Section shall preclude the City's audit rights for resort tax collection purposes.

Concessionaire shall submit at the end of the initial term (and, if approved, the renewal term), an audited annual statement of gross receipts, in a form consistent with generally accepted accounting principles.

It is Concessionaire's intent to stay informed of comments and suggestions by the City regarding Concessionaire's performance under the Agreement. Within thirty (30) days after the end of the initial term (and, if approved, the renewal term), Concessionaire and City may meet to review Concessionaire's performance under the Agreement. At the meeting,

Concessionaire and City may discuss quality, operational, maintenance and any other issues regarding Concessionaire's performance under the Agreement.

SECTION 7. TAXES, ASSESSMENTS, AND UTILITIES.

7.1 Concessionaire agrees to and shall pay before delinquency all taxes (including but not limited to resort taxes) and assessments of any kind assessed or levied upon Concessionaire by reason of this Agreement or by reason of the business or other activities and operations of Concessionaire upon or in connection with the Concession Area. Concessionaire will have the right, at its own expense, to contest the amount or validity, in whole or in part, of any tax and/or assessment by appropriate proceedings diligently conducted in good faith. Concessionaire may refrain from paying a tax or assessment to the extent it is contesting the assessment or imposition of same in a manner that is in accordance with law; provided, however, if, as a result of such contest, additional delinquency charges become due, Concessionaire shall be responsible for such delinquency charges, in addition to payment of the contested tax and/or assessment if so ordered.

Concessionaire shall also pay for any fees imposed by law for licenses or permits for any business, activities, or operations of Concessionaire upon the Concession Area.

Concessionaire shall pay before delinquency any and all charges for utilities used by, for, or on behalf of the operations contemplated herein (including, but not limited to, water, electricity, gas, heating, cooling, sewer, telephone, trash collection, etc.).

7.1.1 Electricity:
Intentionally Omitted.

7.2 Procedure If Ad Valorem Taxes Assessed.
Notwithstanding Subsection 7.1 above, the parties agree that the concession operations contemplated herein are for public purposes and, therefore, no ad valorem taxes should be assessed by the Miami-Dade County Tax Appraiser. If, however, said taxes are assessed, City and Concessionaire shall use reasonable efforts to address payment of same.

SECTION 8. EMPLOYEES AND INDEPENDENT CONTRACTORS.

8.1 In connection with the performance of its responsibilities hereunder, Concessionaire may hire its own employees and/or independent contractors, who will be employees and/or independent contractors of Concessionaire and not employees or agents of the City. Additionally, Concessionaire's vendors shall not be considered agents or employees of the City. Concessionaire shall select the number, function, qualifications, compensation, including benefits (if any), and may, at its discretion and at any time, adjust or revise the terms and conditions relating to its employees and/or independent contractors.

8.2 Concessionaire shall ensure that all its employees and/or independent contractors observe all the graces of personal grooming. The Concessionaire shall hire people to work in its concession operation who are neat, clean, well groomed and shall comport themselves in a professional and courteous manner, and ensure that its vendors and/or independent contractors comply with same. The Concessionaire and any persons hired by same, shall never have been convicted of a felony. If Concessionaire materially fails to comply with this provision the City may default Concessionaire pursuant to Section 13 herein.

8.3 The Concessionaire shall have an experienced manager or managers overseeing the concession operations at all times.

SECTION 9. SCHEDULE OF OPERATION.

Concessionaire's operations shall be open on the Concession Area, in accordance with the schedule outlined below, weather or events of force majeure permitting.

9.1 Day(s) of Operation: Sundays only, more specifically as follows:

October 10 & 14, 2004
November 14 & 28, 2004
December 5 & 19, 2004
January 9 & 23, 2005
February 13 & 27, 2005
March 6 & 27, 2005
April 10 & 24, 2005
May 1 & 15, 2005

In the event the City exercises its option to extend this Agreement for an additional one year term, as provided for in Subsection 1.2 herein, Concessionaire's day(s) of operation shall continue to be on Sundays only. Concessionaire shall provide the City with said dates of operation, prior to City authorizing any extension of the term.

9.2 Operating Hours:

Set-Up:
Must not begin earlier than 12:01 AM and end by 9:00 AM

Market operating hours: 9:00 AM to 6:00 PM

Move-Out: 6:00 PM to 11:30 PM

Any change in the days or hours of operation require the prior written consent of the City Manager including, but not limited to, change in the days and hours of operation requested pursuant to Subsection 3.1.10.

SECTION 10. MAINTENANCE.

10.1 The Concessionaire accepts the use of the Concession Area provided in this Agreement in its **"as is"** condition. Concessionaire assumes sole

responsibility and expense for maintenance of the Concession Area and its facilities therein. This shall include daily removal of litter, garbage and debris, said removal to be the sole responsibility and expense of Concessionaire. Daily maintenance shall be accomplished on all days and hours Concessionaire operates. Concessionaire agrees, also at its sole cost and expense, to pay for all garbage disposal generated by its operations.

10.2 Garbage Receptacles.
With respect to litter, garbage and debris removal, the Concessionaire shall provide, at its sole cost and expense, receptacles within the confines of the Concession Area and shall provide a sufficient number of these receptacles for its own use and for the use of the public that patronizes the Market. Disposal of the contents of said receptacles and removal of litter, garbage and debris within the Concession Area, shall be accomplished by the end of the day on all days on which the Concessionaire operates, and shall be the sole responsibility of the Concessionaire. Any costs for removal of the contents of said trash receptacles by the City, because of the Concessionaire's failure to do the same, will be charged to, and become the responsibility of, the Concessionaire. The dumping or disposal of any refuse, discards, trash or garbage, generated by, or as a result of the concession operations, into any City trash receptacles by the Concessionaire (including its staff, employees and/or vendors) shall be strictly prohibited. Determination of the "number" of receptacles shall at all times be within the City's sole discretion, and Concessionaire shall agree to be bound by same.

10.3 Pressure Cleaning.
Concessionaire shall be responsible, at its sole cost and expense, for the pressure cleaning of the Concession Area, including all abutting sidewalks and public right-of-way adjacent thereto, at least once every four (4) months, or on an as needed basis, as deemed by the City, in its sole discretion.

10.4 Facilities.
Intentionally Omitted.

10.5 Orderly Operation.
The Concessionaire shall have a neat and orderly operation at all times and shall be solely responsible for the necessary housekeeping services to properly maintain the Concession Area and all facilities incident thereto. The Concessionaire shall make available all operations and facilities within the Concession Area (including but not limited to vendor facilities) for examination during days and hours of operation by the City Manager or his authorized representative.

10.6 No Dangerous Materials.

10.6.1 The Concessionaire agrees not to use or permit in the Concession Area and/or facilities the storage and/or use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible powered electricity producing generators, turpentine, benzene, naphtha, propane, natural gas, or other similar substances, combustible materials, or explosives

of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida. Any such substances or materials found within the Concession Area and/or facilities shall be immediately removed.

10.6.2 Notwithstanding any contrary provisions of this Agreement, Concessionaire, after the Commencement Date, shall indemnify and hold City harmless from any loss, damage, cost, or expense of the City, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by Concessionaire, and/or its employees, vendors, agents and/or subcontractors, after the Commencement Date, but during the term of this Agreement, of any hazardous substance or petroleum products on, under, in or upon the Concession Area as those terms are defined by applicable Federal and State Statute, or any environmental rules and environmental regulations promulgated thereunder; provided, however, Concessionaire shall have no liability in the event of the willful misconduct or gross negligence of the City, its agents, servants or employees. The provisions of this Subsection 10.6 shall survive the termination or earlier expiration of this Agreement.

10.7 Security.

The Concessionaire shall be responsible for and provide reasonable security measures which may be required to protect the Concession Area and any of the facilities, goods and/or other equipment thereon. Under no circumstances shall the City be responsible for any stolen or damaged goods, facilities, materials and/or other equipment, nor shall City be responsible for any stolen or damaged personal property of Concessionaire's employees, vendors, patrons, guests, invitees, and/or other third parties.

10.8 Vehicles on the Public Right-of-Way.

Concessionaire's employees, vendors, patrons, guests, invitees, and/or other third parties vehicles and/or trailers shall only be allowed on the street adjacent to Concession Area/public right-of-way for purposes of setting up the concession operations, and to remove same at the close of operations each day, and any and all such vehicles for purposes thereon must be removed from the public right-of-way immediately thereafter. Concessionaire shall contractually require that anyone operating a vehicle for, or on behalf of Concessionaire and/or its employees, agents, and/or vendors, must have a current valid Florida Driver's License. Said set-up and move-out operations shall only be permitted during regular hours for same, pursuant to Subsection 9.2 herein, and shall be completed safely and expeditiously. No vehicular traffic or parking will be permitted on the public right-of-way during concession hours of operation, pursuant to Subsection 9.2 herein. Access to the public right-of-way shall only be permitted via specifically designated points authorized for such use and the nearest authorized access to a concession vendor's operation.

Vehicles operated on the public right-of-way shall not exceed 5 M.P.H. and shall only operate in the immediate vicinity of the concession, or to-and-from

the nearest predetermined and assigned access point. After transporting facilities, goods, merchandise, equipment, and/or other items to the Concession Area, the vehicles shall be removed from the public right-of-way and parked in a legally authorized location. Driving on the public right-of-way shall be kept to a minimum. No vehicular traffic will be permitted on the public right-of-way, at any time or for any purpose, other than as stated herein.

Vehicle operator must inspect the vehicles perimeter and surrounding area, prior to turning the vehicles ignition switch, to assure a clear path of egress and only proceed with extreme caution.

10.9 Inspection.
The Concessionaire agrees that the Concession Area and all facilities and operations thereon, including but not limited to vendor booths, may be inspected at any time during days and hours of operation by the City Manager or his designee, or by any other Municipal, County, State officer, or agency having responsibilities for inspections of such operations. The Concessionaire hereby waives all claims against the City for compensation for loss or damage sustained by reason of any interference (which interference, if by the City, must be reasonable) with the concession operation by any public agency or official in enforcing their duties or any laws or ordinances. Any such interference (which interference, if by the City, must be reasonable) shall not relieve the Concessionaire from any obligation hereunder.

SECTION 11. INSURANCE.
Concessionaire shall maintain, at its sole cost and expense, the following types of insurance coverage at all times throughout the term of this Agreement.

a. Comprehensive General Liability in the minimum amount of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage. This policy must also contain coverage for premises operations, products and contractual liability.

b. Workers Compensation Insurance shall be provided as required under the Laws of the State of Florida.

c. Automobile Insurance for any vehicles used for, or associated with concessionaire's operations shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits:

Bodily Injury	$1,000,000 per person
Bodily Injury	$1,000,000 per accident
Property Damage	$1,000,000 per accident

Failure to procure or maintain the required insurance program shall, at the City's discretion, either (i) constitute an automatic default of the Concession Agreement under which the City may, upon written notice to Concessionaire,

immediately terminate the Agreement; or (ii) the City, in its sole discretion, may obtain the insurance itself, in which case said insurance shall be charged back to the Concessionaire as provided in the following paragraph.

The policies of insurance referred to above shall not be subject to cancellation or changing coverage except upon at least thirty (30) days prior written notice to the City, and then only subject to the prior written approval of the City Manager or his designee. Prior to the Commencement Date of this Agreement, Concessionaire shall provide City with a Certificate of Insurance for each such policy. ALL POLICIES SHALL NAME THE CITY OF MIAMI BEACH FLORIDA AS AN ADDITIONAL NAMED INSURED. All such policies shall be obtained from companies authorized to do business in the State of Florida with an A.M. Best's Insurance Guide (latest edition) rating acceptable to the City's Risk Manager, and any replacement or substitute company shall also be subject to the approval of the City's Risk Manager. Should Concessionaire fail to obtain, maintain or renew the policies of insurance referred to above, in the required amounts, the City may, at its sole discretion, automatically terminate this Agreement or, in the alternative, deem to obtain such insurance, and any sums expended by City in obtaining said insurance, shall be repaid by Concessionaire to City, plus ten percent (10%) of the amount of premiums paid to compensate City for its administrative costs. If Concessionaire fails to repay City's expenditures within fifteen (15) days of demand, the total sum owed shall accrue interest at the rate of twelve percent (12%) until paid, or, at its option, the City may declare the Agreement in default pursuant to Section 13 herein.

SECTION 12. INDEMNITY.

12.1 In consideration of a separate and specific consideration of $10.00 and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Concessionaire shall indemnify, hold harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of Concessionaire, and/or its vendors, agents, servants, employees and/or subcontractors and/or subconcessionaires in the performance of services under this Agreement.

12.2 In addition, in consideration of a separate and specific consideration of $10.00 and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Concessionaire shall indemnify, hold harmless and defend the City, its agents, servants or employees, from and against any claim, demand or cause of action of whatever kind or nature arising out of any misconduct of Concessionaire, and/or its vendors, agents, servants, employees and/or subcontractors and/or subconcessionaires, not included in the paragraph in the Subsection above and for which the City, its agents, servants or employees are alleged to be liable.

12.3 Subsections 12.1 and 12.2 shall survive the termination or expiration of this Agreement. Subsections 12.1 and 12.2 shall not apply, however, to any such liability, that arises as a result of the willful misconduct or gross negligence of the City, its agents, servants or employees.

12.4 Subrogation.
The terms of insurance policies referred to in Section 11 shall preclude subrogation claims against Concessionaire, the City and their respective officers, employees and agents.

12.5 Force Majeure.
Neither party shall be obligated to perform hereunder and neither party shall be deemed to be in default if performance is prevented by:

a. fire which renders at least thirty percent (30%) of the Concessionaire's cumulative facilities and operations unusable and which is not caused by negligence of Concessionaire;

b. earthquake; hurricane; flood; act of God; civil commotion occurring on the Concession Area during or in connection with any event or other matter or condition of like nature; or

c. any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, or war.

12.6 Labor Dispute.
In the event of a labor dispute which results in a strike, picket or boycott affecting the Concession Area or operation described in this Agreement, Concessionaire shall not thereby be deemed to be in default or to have breached any part of this Agreement, unless such dispute shall have been caused by illegal labor practices or violations by Concessionaire of applicable collective bargaining agreements and there has been a final determination of such fact which is not cured by Concessionaire within thirty (30) days.

12.7 Waiver of Loss from Hazards.
The Concessionaire hereby expressly waives all claims against the City for loss or damage sustained by the Concessionaire resulting from fire, water, natural disasters/acts of God (e.g. hurricane, tornado, etc.), civil commotion, riot, or any other Force Majeure contemplated in Subsection 12.5 and Labor Dispute in Subsection 12.6 above, and the Concessionaire hereby expressly waives all rights, claims, and demands against the City and forever releases and discharges the City of Miami Beach, Florida, from all demands, claims, actions and causes of action arising from any of the aforesaid causes.

SECTION 13. DEFAULT AND TERMINATION.
Subsections 13.1 through 13.3 shall constitute events of default under this Agreement. An event of default by Concessionaire shall entitle City to exercise any and all remedies described as City's remedies under this Agreement, including but not limited to those set forth in Subsection 13.4. An event of default by City shall entitle Concessionaire to exercise any and all remedies described as Concessionaire's remedies under this Agreement, including but not limited to those set forth in Subsection 13.5.

13.1 Bankruptcy.
If either the City or Concessionaire shall be adjudged bankrupt or insolvent,

or if any receiver or trustee of all or any part of the business property of either party shall be appointed, or if any receiver of all or any part of the business property shall be appointed and shall not be discharged within sixty (60) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or insolvency, or shall apply for reorganization or arrangement with its creditors under the bankruptcy or insolvency laws now in force or hereinafter enacted, Federal, State, or otherwise, or if such petitions shall be filed against either party and shall not be dismissed within sixty (60) days after such filing, then the other party may immediately, or at any time thereafter, and without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract.

13.2 Default in Payment.

In the event Concessionaire fails to submit any payment within five (5) days of its due date, there shall be a late charge of $50.00 per day for such late payment, in addition to interest at the highest rate allowable by law (currently 12% per annum). If any payment and accumulated penalties are not received within fifteen (15) days after the payment due date, and such failure continues three (3) days after written notice thereof, then the City may, without further demand or notice, terminate this Concession Agreement without being prejudiced as to any remedies which may be available to it for breach of contract.

13.3 Non-Monetary Default.

In the event that Concessionaire or the City fails to perform or observe any of the covenants, terms or provisions under this Agreement, and such failure continues thirty (30) days after written notice thereof from the other party hereto, such non-defaulting party may immediately or at any time thereafter, and without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract. In the event that a default is not reasonably susceptible to being cured within such period, the defaulting party shall not be considered in default if it shall, within such period, commence with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default, but in no event shall such extended cure period exceed ninety (90) days from the date of written notice thereof. In the event Concessionaire cures any default pursuant to this Subsection, it shall promptly provide City with written notice of same.

13.4 City's Remedies for Concessionaire's Default.

If any of the events of default, as set forth in this Section 13, shall occur, the City may, after notice (if required) and the expiration of cure periods (as provided above), at its sole option and discretion, institute such proceedings as in its opinion are necessary to cure such defaults and to compensate City for damages resulting from such defaults, including but not limited to the right to give to Concessionaire a notice of termination of this Agreement. If such notice is given, the term of this Agreement shall terminate upon the date specified in such notice from City to Concessionaire. On the date so

specified, Concessionaire shall then quit and surrender the Concession Area to City pursuant to the provisions of Subsection 13.7. Upon the termination of this Agreement, all rights and interest of Concessionaire in and to the Concession Area and to this Agreement, and every part thereof, shall cease and terminate and City may, in addition to any other rights and remedies it may have, retain all sums paid to it by Concessionaire under this Agreement. In addition to the rights set forth above, City shall have the rights to pursue any and all of the following:

a. the right to injunction or other similar relief available to it under Florida law against Concessionaire; and or

b. the right to maintain any and all actions at law or suits in equity or other proper proceedings to obtain damages resulting from Concessionaire's default.

13.5 If an event of default by the City, as set forth in this Section 13, shall occur, the Concessionaire may, after notice (if required) and the expiration of the cure periods (as provided above), at its sole option and discretion, terminate this Agreement upon written notice to the City and/or sue for damages. Said termination shall become effective upon receipt of a written notice of termination by the City, but in no event shall Concessionaire specify a termination date that is less than sixty (60) days from the date of the written termination notice. On the date specified in the notice, Concessionaire shall quit and surrender the Concession Area to City pursuant to the provisions of Subsection 13.7.

13.6 Termination for Convenience/Partial Termination.

13.6.1 Notwithstanding the provisions of this Section 13, this Agreement may be terminated by the City, for convenience and without cause, upon the furnishing of thirty (30) days prior written notice to Concessionaire.

Conversely, this Agreement may be terminated by the Concessionaire, for convenience and without cause, upon the furnishing of thirty (30) days prior written notice to City.

13.6.2 Concessionaire acknowledges that the City may develop a schedule of capital improvements for the right-of-way, including all or a portion of the Concession Area, which may entail a closure of all or a portion of the right-of-way and Concession Area, at the City Commission's sole discretion. In the event that the City closes down the right-of-way, or any other portion of the Concession Area, for the purpose of undertaking a capital improvement plan thereon, then the parties agree that that portion of the Agreement referencing said individual Concession Area shall be partially terminated for convenience, without cause and without penalty to either party, and only as to that portion of the Concession Area which has been closed. Such a termination shall become effective upon thirty (30) days prior written notice to Concessionaire.

13.6.3 In the event of termination or partial termination by City of the Agreement pursuant to this Subsection, Concessionaire herein acknowledges and agrees that it shall not have any claim, demand, or cause of action of whatsoever kind or nature, against the City, its agents, servants and employees (including, but not limited to, claims for interference in business or damages for interruption of services or interference in its concession operations by Concessionaire or its vendors). However, if it is determined, via a contract year end-review, that a termination or partial termination results in a decrease to the gross revenues derived by the Concessionaire, then Concessionaire's MG amount due to the City, pursuant to Section 4.3, shall be reduced proportionately equal to the percentage of Concession Area that was terminated or partially terminated and for the period of time of said partial termination.

13.6.4 In the event of termination for convenience by Concessionaire pursuant to Subsection 13.6.1, Concessionaire herein acknowledges and agrees that it shall not have any claim, demand, or cause of action of whatsoever kind or nature, against the City, its agents, servants and employees. Moreover, Concessionaire's MG amount due to the City, pursuant to Section 4.3, shall be reduced proportionately equal to the period of time remaining on the current term of this Agreement.

13.7 Surrender of Concession Area.
At the expiration of this Agreement, or in the event of a partial termination or termination of the entire Agreement, Concessionaire shall surrender the Concession Area (or portion thereof in the event of a partial termination) in the same condition as the Concession Area was prior to the commencement of this Agreement, reasonable wear and tear excepted. Concessionaire shall remove all its facilities, equipment, fixtures, personal property, etc. upon two (2) hours written notice from the City Manager or his designee unless a longer time period is agreed to by the City. Concessionaire's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement. Continued occupancy of the Concession Area (or portion thereof) after termination (or partial termination) of the Agreement shall constitute trespass by the Concessionaire, and may be prosecuted as such. In addition, the Concessionaire shall pay to the City one thousand dollars ($1,000) per day as liquidated damages for such trespass and holding over.

SECTION 14. PERFORMANCE BOND OR ALTERNATE SECURITY.
Intentionally Omitted.

SECTION 15. ASSIGNMENT.
Except as otherwise provided in this Subsection, or in the Agreement, Concessionaire shall not assign, sublease, grant any concession or license, permit the use of by any other person other than Concessionaire, or otherwise transfer all or any portion of this Agreement and/or of the Concession Area (all of the forgoing are herein after referred to collectively as "transfers"), without the prior written consent of the City.

Concessionaire shall notify the City Manager or his designee of any proposed transfer, prior to consummation of same and the City or the City Manager or his designee, as applicable, shall respond within thirty (30) days. In the event that any such transfer is approved, the transferee shall agree to be bound by all the covenants of this Agreement required of the transferor hereunder. Any transfer made without complying with this Section shall be null, void, and of no effect and shall constitute an act of default under this Agreement. Notwithstanding any such consent, or any permitted transfer under any provision of this Section, unless expressly released by the City, Concessionaire shall remain jointly and severally liable (along with each approved transferee, who shall automatically become liable for all obligations of the transferor hereunder with respect to that portion of the Agreement so transferred), and the City shall be permitted to enforce the provisions of this Agreement directly against Concessionaire or any transferee of the Concessionaire without proceeding in any way against any other person.

For purposes of this Section 15, Concessionaire's selection of vendors for the Market shall not be deemed a transfer.

SECTION 16. SPECIAL EVENTS.

16.1 Concessionaire's proposed uses, as set forth in Section 3 herein, do not contemplate the production, promotion or sponsorship by the Concessionaire of special events in any portion of the Concession Area. In the event Concessionaire does produce, promote or sponsor a special event in the Concession Area, it shall abide by the City's Special Events Permit Requirements and Guidelines. For any use, other than those provided for in this Agreement, a Special Events Permit may be required and shall be obtained through the City's Department of Tourism and Cultural Development. The City Manager's authorization must be obtained for any such special event.

The City Administration shall evaluate requests for Special Events Permits on a case by case basis, in accordance with the City's Special Event Permit Requirements and Guidelines.

In the event that a special event and/or film permit is requested by an entity, other than the Concessionaire, and the proposed special event and/or film production is scheduled to occur within all or a portion of the Concession Area, the Concessionaire agrees to cooperate with the City and the special event permit applicant to allow use of the Concession Area during the period of the special event, including set-up and break-down time. The City will use its best efforts to coordinate and schedule special events so as to not negatively impact Concessionaire's operations. However, final determination for permitting of special events shall be at the City Managers sole discretion.

16.2 City Special Events.
Notwithstanding Subsection 16.1 above, and in the event that the City, at its sole discretion, deems that it would be in the best interest of the City, the City reserves the right to displace the Concessionaire for City produced special events and/or other City produced productions. In such cases, the City may request that the Concessionaire cease and desist operations during the term

of, and in the area of, the special event and/or production, and the Concessionaire shall cease and desist during said term. In the event that it is determined, via a contract year end-review, that ceasing and desisting of concession operations, as stated herein, results in a decrease to the estimated gross revenues derived by the Concessionaire, then Concessionaire's MG amount due to the City, pursuant to Section 4.3, shall be reduced proportionately equal to the percentage of reduced hours of operation caused by said special event and/or production. If the Concessionaire is not required to close, or chooses to remain open without interference to the special event and/or production, Concessionaire agrees to cooperate with the City. If the Concessionaire is allowed to remain open during special events and/or productions, the Concessionaire may be allowed to have in operation its normal daily complement of facilities and vendors. "Normal" shall be defined as facilities and vendors, as approved by the City, that the Concessionaire has available for the public on a normal business day. Such facilities and vendors shall not be increased or altered during special events and/or productions without the prior written permission of the City Manager or his designee. To the extent that the normal business day complement of facilities and vendors is displaced by the special event and/or production, the Concessionaire may reallocate such displaced facilities and vendors on a pro-rata basis within an area of the Concession Area not being utilized by the special event and/or production.

For purposes of this Section 16, "normal business day" shall be defined as set forth in Section 9 herein, entitled "Schedule of Operations".

16.3 Notwithstanding anything to the contrary, if a special event occurs in all or any portion of any Concession Area, Concessionaire shall not be liable for any charge, fee or other expense, governmental or otherwise, in connection with such special event.

16.4 Street Vendors / Street Performers.
Any locations within the Concession Area identified by the City for non-Concessionaire sponsored street vendors and/or street performers, in accordance with City of Miami Beach Ordinance No. 2002-3366, as may be amended from time to time, or otherwise in accordance with the City's respective rules, regulations, and guidelines associated therewith, as same may also be amended from time to time, are excluded from this Agreement, and Concessionaire shall not interfere or otherwise prohibit said street vendors and/or street performers' activities upon such designated portions of the public right-of-way. Similarly, Concessionaire shall not prohibit or otherwise interfere with the activities of any street vendors and/or street performers who may not be part of a City of Miami Beach permitted process, but who may have certain constitutionally protected rights to perform and/or offer for sale their wares on public rights-of-way, as determined by the City.

SECTION 17. NO IMPROPER USE.
The Concessionaire will not use, nor suffer or permit any person to use in any manner whatsoever, the Concession Area, operations, or facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any Federal, State, County, or

Municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. The Concessionaire will protect, indemnify, and forever save and keep harmless the City, its agents, employees and contractors from and against damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation, or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Concessionaire, its vendors, employees, agents, and/or subcontractors regarding the Concession. In the event of any violation by the Concessionaire, or if the City or its authorized representative shall deem any conduct on the part of the Concessionaire, its vendors, agents, employees and/or subcontractors, to be objectionable or improper, the City shall have the option, at its sole discretion, to either (i) automatically terminate the Agreement, upon prior written notice to Concessionaire, or to (ii) suspend the concession operations should the Concessionaire fail to correct any such violation, conduct, or practice to the satisfaction of the City within twenty-four (24) hours after receiving written notice of the nature and extent of such violation, conduct, or practice, and such suspension shall continue until the violation is cured. The Concessionaire further agrees not to commence operations during the suspension until the violation has been corrected to the satisfaction of the City.

SECTION 18. PRICE SCHEDULES.

Concessionaire agrees that prices charged for facilities and or space (booth) rental shall be at a rate of one hundred fifty ($150.00) dollars per 10' x 10' vendor single space per day, or two hundred seventy five ($275.00) dollars per 10 x 20 vendor double space per day. All subsequent price increases must be approved in writing by the City Manager, or his designee, and prior to such changes being implemented within the Concession Area. Notwithstanding the foregoing, Concessionaire agrees and acknowledges that any discounted prices it may offer for the rental of facilities shall not in any way reduce the amount of remuneration due to the City, including but not limited to the Percentage of Gross (Section 4.2).

The City shall have the final right of approval for all such prices and changes, but said right shall not be arbitrarily or unreasonably exercised. The Concessionaire agrees to refrain from the sale or rental of any item identified as prohibited by City law and/or other applicable law and to sell only those items approved by the City.

SECTION 19. NOTICES.

All notices from the City to the Concessionaire shall be deemed duly served upon receipt, if mailed by registered or certified mail with a return receipt to the Concessionaire at the following address:

Mssrs. Louis Bondi and Anthony Angione
Production Sud, Inc.
1360 Marseilles Drive
Miami Beach, Florida 33141

All notices from the Concessionaire to the City shall be deemed duly served upon receipt, if mailed by registered or certified mail, return receipt requested, to the City of Miami Beach at the following addresses:

City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

The Concessionaire and the City may change the above mailing address at any time upon giving the other party written notification. All notices under this Concession Agreement must be in writing.

SECTION 20. LAWS.

20.1 Compliance.
Concessionaire shall comply with all applicable City, Miami-Dade County, State, and Federal ordinances, statutes, rules and regulations, including but not limited to all applicable environmental City, County, State, and Federal ordinances, statutes, rules and regulations.

20.2 Governing Law.
This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Florida. In case of any inconsistency between the terms of this Agreement, and any applicable general or special law, said general or special law shall govern, unless otherwise provided herein.

20.3 Equal Employment Opportunity.
Neither Concessionaire nor any affiliate of Concessionaire performing services hereunder, or pursuant hereto, will discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, sexual orientation, and disability, as defined in Title I of ADA. Concessionaire will take affirmative steps to utilize minorities and females in the work force and in correlative business enterprises.

20.4 No Discrimination.
The Concessionaire agrees that there shall be no discrimination as to race, sex, sexual orientation, color, creed, national origin, familial status, religion or handicap, in its employment practice or in the operations referred to by this Concession Agreement; and further, there shall be no discrimination regarding any use, service, maintenance, or operation within the Concession Area. All concession operations and services offered shall be made available to the public, subject to the right of the Concessionaire and the City to establish and enforce rules and regulations to provide for the safety, orderly operation and security of the operations and the facilities.

20.4.1 Pursuant to Sections 62-90 and 62-91, of Chapter 62, of the Miami Beach City Code entitled "Human Relations", Concessionaire, by executing this Agreement, certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap.

SECTION 21. MISCELLANEOUS.

21.1 No Partnership.
Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the City and Concessionaire.

21.2 Modifications.
This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto. Concessionaire acknowledges that no modification to this Agreement may be agreed to by the City unless approved by the Mayor and City Commission except where such authority has been expressly provided herein to the City Manager or his designee.

21.3 Complete Agreement.
This Agreement, together with all exhibits incorporated hereto, constitutes all the understandings and agreements of whatsoever nature or kind existing between the parties with respect to Concessionaire's operations, as contemplated herein.

21.4 Headings.
The section, subsection and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

21.5 Binding Effect.
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

21.6 Clauses.
The illegality or invalidity of any term or any clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein unless the elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.

21.7 Severability.
If any provision of this Agreement or any portion of such provision or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, or shall become a violation of any local, State, or Federal laws, then the same as so applied shall no longer be a part of this Agreement but the remainder of the Agreement, such provisions and the application thereof to other persons or circumstances, shall not be affected thereby and this Agreement as so modified shall remain in full force and effect.

21.8 Right of Entry.
The City, at the direction of the City Manager, shall at all times during days and hours of operation, have the right to enter into and upon any and all parts of the Concession Area for the purposes of examining the same for any reason relating to the obligations of parties to this Agreement.

21.9 Not a Lease.
It is expressly understood and agreed that no part, parcel, building, facility, equipment or space is leased to the Concessionaire, that it is a

concessionaire and not a lessee; that the Concessionaire's right to operate the concession shall continue only so long as this Agreement remains in effect.

21.10 Signage.
Concessionaire shall provide, at its sole cost and expense, any required signs at its concessions. All advertising, signage and postings shall be approved, in writing, by the City in its proprietary capacity, and shall be in accordance with all applicable Municipal, County, State and Federal laws and regulations. Any signage posted by Concessionaire on its facilities and equipment shall be subject to the prior approval of the City as to size, shape and placement of same.

21.11 **Use of the Right-of-Way.**
The right-of-way is for the use and enjoyment of the public and the public's right to such use shall not be infringed upon by any activity of the Concessionaire. Upon execution of this Agreement, Concessionaire acknowledges that all of the rights-of-way within the Concession Area are public, and as such, concession operations must not restrict, or appear to restrict, access to the general public, or in any way limit the public nature or ambiance of the adjacent area. The Concessionaire will conduct its operations so as to maintain a reasonably quiet and tranquil environment for the adjacent area, and make no public disturbances.

21.12 Conflict of Interest.
Concessionaire shall perform its services under this Agreement and conduct the concession operations contemplated herein, in a manner so as to show no preference for other concession operations/facilities owned, operated, managed, or otherwise controlled by Concessionaire with regard to its responsibilities pursuant to this Concession Agreement.

21.13 Reasonableness.
Notwithstanding anything to the contrary in this Agreement, including but not limited to references to "sole option" or "sole discretion" or words of similar meaning, in each instance in which the approval or consent or other action of the City Commission or the City Manager or his designee is allowed or required in this Agreement, such approval, consent or other action shall not be unreasonably withheld, conditioned or delayed.

21.14 Procedure for Approvals and/or Consents.
Intentionally Omitted.

21.15 No Waiver.
No waiver of any covenant or condition of this Agreement by either party shall be deemed to imply or constitute a waiver in the future of the same covenant or condition or of any other covenant or condition of this Agreement.

21.16 No Third Party Beneficiary.
Nothing in this Agreement shall confer upon any person or entity, including,

but not limited to subconcessionaires, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies by reason of this Agreement.

21.17 Attorneys' Fees.
If it becomes necessary for City or Concessionaire to enforce their respective rights under this Agreement or any part hereof through litigation, Concessionaire and City agree that the prevailing party shall be entitled to recover from the other party all costs and expenses of such litigation, including a reasonable attorneys' fee and costs, for all trial and appellate proceedings.

SECTION 22. LIMITATION OF LIABILITY.
The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for breach of this Agreement, so that its liability for any such breach never exceeds the sum of $10,000.00. Concessionaire hereby expresses its willingness to enter into this Agreement with a $10,000.00 limitation on recovery for any action for breach of contract. Accordingly, and in consideration of the separate consideration of $10.00, the receipt of which is hereby acknowledged, the City shall not be liable to Concessionaire for damages to Concessionaire in an amount in excess of $10,000.00, for any action for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of limitation placed upon the City's liability as set forth in Florida Statutes, Section 68.28.

SECTION 23. VENUE.
This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **CITY AND CONCESSIONAIRE HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT CITY AND CONCESSIONAIRE MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CONCESSION AREA(S).**

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed, all as of the day and year first above written, indicating their agreement.

PASSED AND ADOPTED this 8th day of September, 2004.

Attest: **CITY OF MIAMI BEACH**

_____ _____

CITY CLERK **MAYOR**

Attest: **PRODUCTION SUD, INC.**

_____ _____

Secretary **Signature**

_____

Name and Title of Signatory

JMG/CMC/JD/rlr
F:\DDHP\$ALL\ASSET\Markets\Antiques&Collectibles\A&C Lincoln Road ConcessionAgreement.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 9-2-04
Date

EXHIBIT 2.1

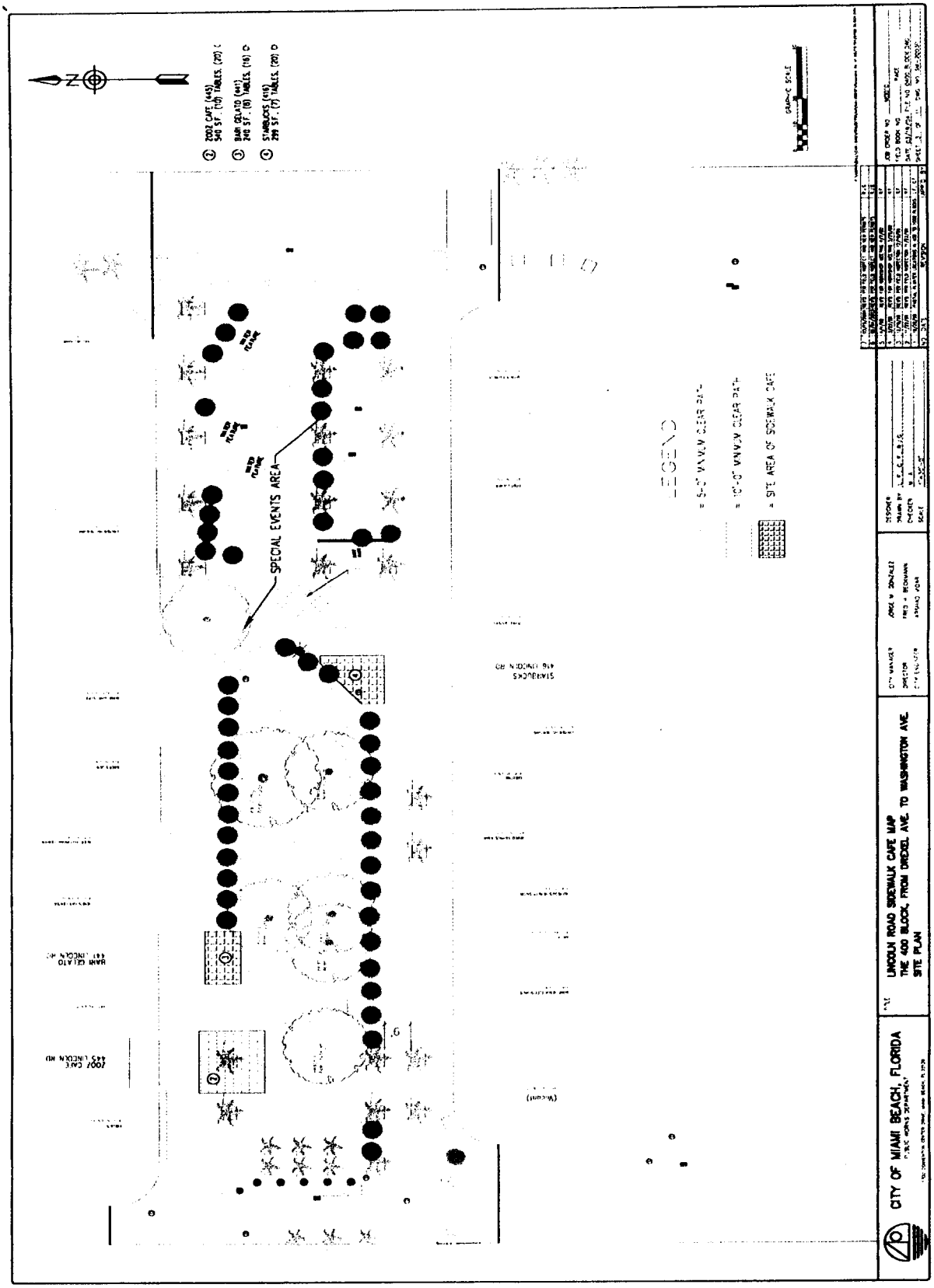

SPECIAL EVENTS AREA
LEGEND
= SITE AREA OF SIDEWALK CAFE
CITY OF MIAMI BEACH, FLORIDA
UNCOLN ROAD SIDEWALK CAFE MAP
THE 400 BLOCK, FROM DREXEL AVE. TO WASHINGTON AVE.
SITE PLAN

EXHIBIT 2.2

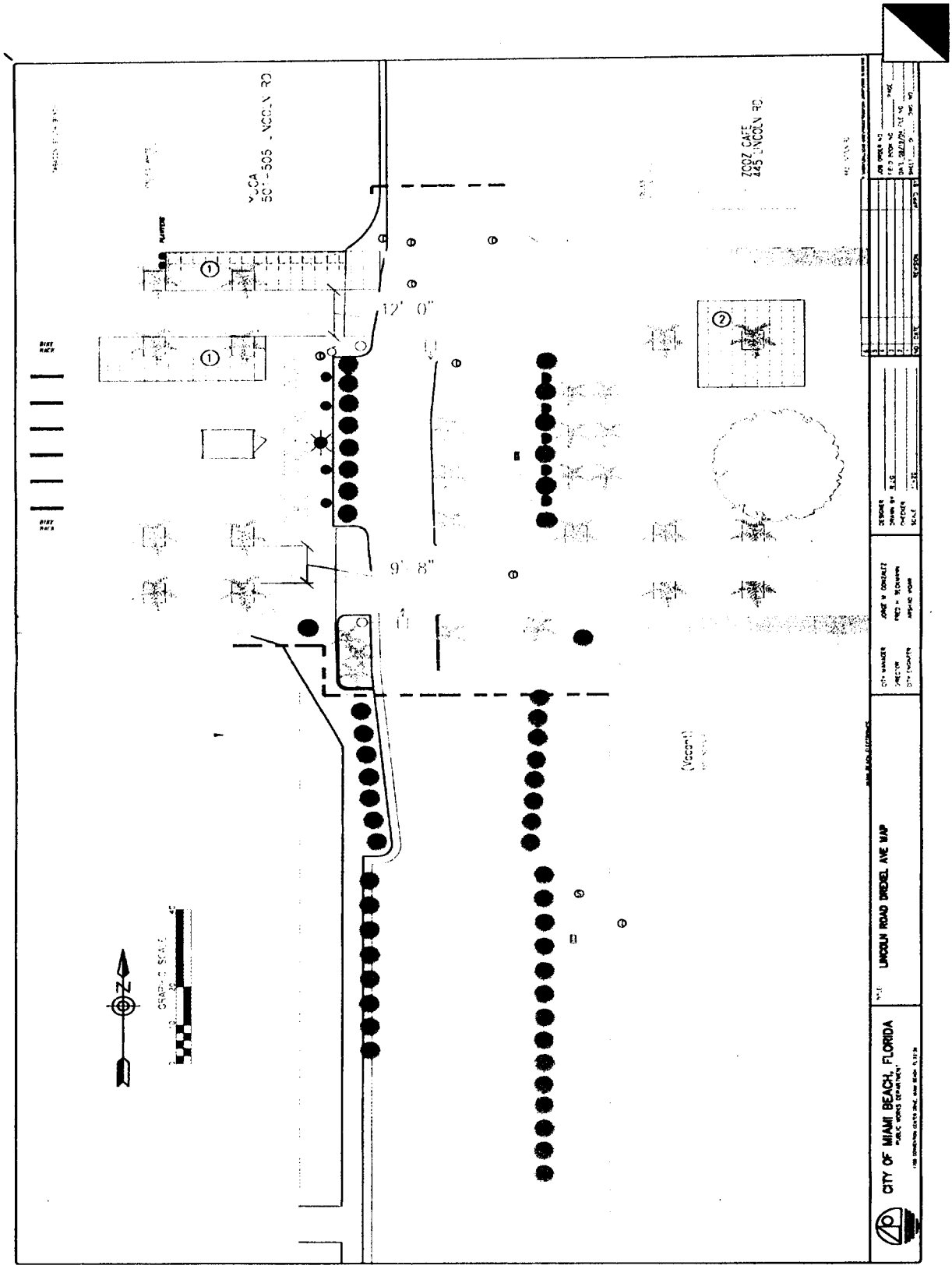
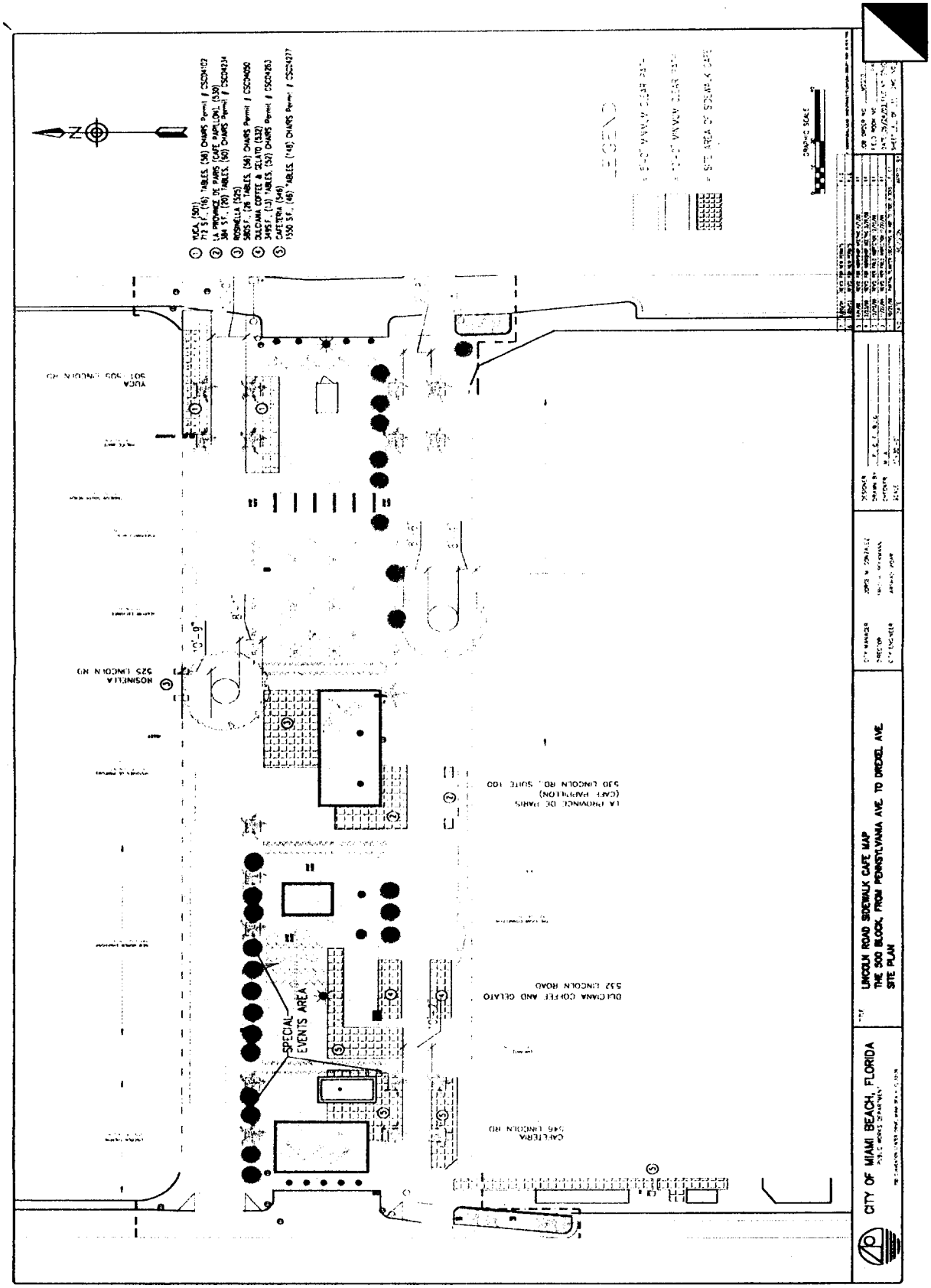

12' 0"
9' 8"
ZOOZ CAFE
445 LINCOLN RD
LINCOLN ROAD DREXEL AVE MAP
CITY OF MIAMI BEACH, FLORIDA

EXHIBIT 2.3



LINCOLN ROAD SIDEWALK CAFE MAP
THE 500 BLOCK, FROM PENNSYLVANIA AVE. TO DREXEL AVE.
SITE PLAN
CITY OF MIAMI BEACH, FLORIDA
SPECIAL EVENTS AREA

EXHIBIT 3.1.1
(Facilities Design)

PENDING CONCESSIONAIRE

EXHIBIT 3.1.2.1

(Page 1 of 2)
(Special Events Disability Access Punch List)

Special Events Disability Access Punch List

1. Ensure curb cuts and cross walks are kept free and clear for usage, with a continuous accessible route of 44 inches in width.

2. The Event Producer must ensure that any nearby accessible on- or off-street parking ("handicapped parking") is not obstructed by vehicles loading/unloading equipment, etc. If such obstructions occur, the Event Producer must see that such obstructions are removed immediately. Accessible parking spaces shall be connected to the site's continuous accessible route, with no obstructions between the accessible parking spaces and the curb ramps that serve those spaces.

3. Any and all accessible routes created and/or installed by the Event Producer, or under the Event Producer's supervision, must have no abrupt change in level in excess of ¼ inch. Where such changes in level are present, properly bevel the change in level at a 1:2 ratio or provide a ramp with a slope not to exceed a 1:12 ratio. This is necessary to allow passage of wheelchairs or strollers and prevent tripping or the catching of walkers and canes. Any ramps provided must be in compliance with all Florida Accessibility Code requirements, including, but not limited to, requirements regarding edge protection, handrails, and surface.

4. Provide a smooth transition between temporary pathways and any ramps, sidewalks, streets, or parking lots. This means no change in level exceeding ¼ inch. Any change exceeding ¼ inch requires beveling at a 1:2 ratio or the installation of a ramp with a slope not to exceed a 1:12 ratio. Any ramps provided must be in compliance with all Florida Accessibility Code requirements, including, but not limited to, requirements regarding edge protection, handrails, and surface.

5. All cashier counters (counters where money transactions occur) must be no higher than 36 inches maximum above finish floor, for a minimum length of 36 inches.

6. Maintain an accessible route for access to merchandise that is both within a vendor space, as well as merchandise not contained within a vendor space. If the overflow of merchandise for patron viewing is placed behind a booth, then provide adjacent access to the merchandise via a curb ramp, as well as the placement of a pathway with a stable and firm surface necessary for the use of wheelchairs and mobility aids.

7. Merchandise for display should be within a line of sight no higher than 48 inches for persons of short stature or wheelchair users. If merchandise is

EXHIBIT 3.1.2.1

(Page 2 of 2)

(Special Events Disability Access Punch List)

displayed higher than 48 inches, merchant must provide assistance to disabled customers in order to reach items.

8. All vendor spaces shall be located on an accessible route that is a minimum of 44 inches wide.

9. If tables and seating are provided for the consumption of food, all aisles adjacent to accessible fixed seating shall provide 30 inch by 48 inch clear floor space for wheelchairs. Where there are open positions along both sides of such aisles, the aisles shall be not less than 52 inches wide.

10. For wheelchair seating spaces provided at tables or counters, knee spaces at least 27 inches high, 30 inches wide, and 19 inches deep shall be provided. The tops of accessible tables and counters shall be from 28 inches to 34 inches above the finish floor or ground.

11. Where food or drink is served at counters exceeding 34 inches in height for consumption by customers seated on stools or standing at the counter, a portion of the main counter which is 60 inches in length minimum shall be provided in compliance with the requirements of Items #9 and #10 above, or service shall be available at accessible tables within the same area.

12. Where portable toilets are provided, an accessible route shall be provided to the toilets. Five percent of the total number of toilets must be accessible. If clusters of portable toilets are distributed throughout the site, then each cluster must have accessible units.

13. If general assembly seating or standing space is provided for audience members attending a public performance at a special event, reserved wheelchair seating must be provided. Such seating must be provided in a location that allows wheelchair users an unobstructed line of sight to the stage. If seating capacity accommodates greater than 300 persons, then accessible seating shall be dispersed throughout the venue.

EXHIBIT A

APPLICATION AND CONTRACT / PRODUCTION SUD / OCT 2004 / MAY 2005 SEASON

THE LINCOLN ROAD MIAMI BEACH SHOW

Production Sud is the foremost leader of outdoor antique show events in south Florida. We pride ourselves in developing new markets for our Antique Dealers in the finest and fastest growing urban areas. Always a favorite of locals, Prod Sud is ever working to reach tourists and fresh enthusiasts to our events. Always the prime locations with wonderful restaurants and always free admission to the public, is it any wonder that so many patrons decide to make a full day of the festivities. This season we are proud to present a Full schedule for our ever-growing list of dealers. **"We are Dealer friendly" Remember Prod Sud is the only Promoter not to tie our dealers up in contracts.**

Welcome to beautiful south Florida and lets have a wonderful season.

- **PLEASE READ THE INFORMATION & INSTRUCTIONS;**
- **COMPLETE & SIGN PAGES ONE AND SELECT**
- **WHICH SHOW & DATE / DATES YOU ARE MAILING PAYMENT YOUR FOR;**
- **MAIL IN PAYMENTS TO "PRODUCTION SUD"**
- **THEN, IF THERE ARE ANY QUESTIONS WE COULD HELP YOU WITH;**
- **PLEASE CALL Us @ (305) 673-4991. (We have no incoming: fax line. Please mail in contracts & payments only).**

Website at: http://www.antiquecollectiblemarket.com

(download all dealer contracts, show dates, and visitor info)

Only mail in pages 1 & 2. with your payment.
Keep the remaining pages 3, 4, 5. For easy future booking

THIS AGREEMENT made and entered into this ____ day of _____, 2004/05
by and between **"Production Sud"** hereinafter referred to as "Promoter/Production Sud";

MAILING ADDRESS: **Production Sud**
P.O. Box 191943
Miami Beach, FL 33139

BUSINESS PHONE: (305) 673-4991

AND:

Do not fax us
Mail it in only With payment...

Your Name _____ Business Name _____
Tax I.D. # _____ Business Tel # _____
Home Tel # _____ Your Fax# _____
Address _____
City _____ State _____ Zip _____

LINE OF ANTIQUE & COLLECTIBLE MERCHANDISE, PLEASE BE SPECIFIC AND ATTACH BUSINESS CARD;

Hereinafter referred to as the "EXHIBITOR"

WITNESSETH

LIABILITY: THE UNDERSIGNED EXHIBITOR HEREBY RELEASES, WAIVES, AND FOREVER DISCHARGES PROMOTER / PRODUCTION SUD, ITS AGENTS, OFFICERS AND EMPLOYEES from all liability to the undersigned of and from all claims and demands, actions and causes of action, damages, losses, Liabilities, costs, expenses and compensation, on account of the death or injury to the person or property of the undersigned, and any and all known and unknown, foreseen and unforeseen damages and consequences thereof, caused or arising out of the undersigned's participation in any and all shows from Oct 10th 2004 to May 22nd 2005, please note: Production Sud will not be responsible for any breakage, or liabilities, stemming from your private dealings with any helpers, porters that appear at our Production Sud shows). **MERCHANDISE LIMITATIONS:** Production Sud reserves the right to require the dealer to remove from the booth any item or items which in its sole opinion are not appropriate for an antique and collectable show and sale. New merchandise and /or reproductions as determined by the promoter that are inappropriate. **MERCHANDISE WARRANTY:** The undersigned exhibitor expressly warrants that the goods sold to any purchaser are what the exhibitor represents they are. If the goods sold are not as represented, the exhibitor shall refund the full sales price to purchaser. If any purchaser brings a lawsuit in law or equity against Production Sud or its employees, for any goods sold which are not what was represented by the exhibitor, its agents or employees, the exhibitor hereby agrees to indemnify and hold harmless Promoter/Production Sud or it's employees for any losses sustained from said action, including attorneys' fees, second attorneys' fees, or appeal incurred by Production Sud for the defense of the action and/or the indemnification and shall hold harmless.

Exhibitor's Name **Print** _____

Signature _____

(PLEASE TURN THIS PAGE OVER, AND FILL OUT THE MAIL-IN DATES / INFO)

ALL SPACES COME TENTED AND INCLUDED IN THE PRICE

(You only have to send in.... the payment of the up-coming show-dates per month not the entire seasons amounts due)

THESE ARE THE 10 BY 10 FEET TENTED BOOTH PRICES:

SINGLE SPACE FOR **MIAMI BEACH SHOW = $150.00** PAYMENTS IN ADVANCE OF SHOW DATE

DOUBLE SPACE FOR **MIAMI BEACH SHOW = $270.00** PAYMENTS IN ADVANCE OF SHOW DATE

TABLES 8'x 30' = $10.00

HOW TO BOOK THE UPCOMING SHOWS

 # 1 PRINT THE DATE / DATES YOU ARE CURRENTLY SENDING IN PAYMENT FOR:

 # 2 Please "Circle" the number of 10' x 10' tented spaces you would like to rent and reserve.

I would like; **(10 ft by 10 ft) Tents per show**

1	2	3	4	5	6	7	8

#3 Please "Circle" the number of tables YOU would like to rent and reserve.

"My enclosed check is for these dates".....

I would like; **(8 ft by 30 ins) Tables per show**

1	2	3	4	5	6	7	8

PLEASE NOTE:

Refer to our contract calendar to see what dates, and their prices, you have selected.

(Tables are $10.00 each no matter which of our 3 shows YOU book with us)

& should be added to your mailed-in check.

 # 4 Are you bringing a big truck? (yes/no) or trailer? (yes/no).

HOW TO BOOK FUTURE SHOW DATES

You only have to send in the contract paper-work once per season. Once we have your business information, full name, and contact info., you will only have to mail in a check / money-order with your full name and telephone # (w area code), and what show or show-dates you are booking, and any table fee's or table setup changes per show.

Please remember to mail in at least two weeks before the coming show dates, and remember you may cancel with no cost to you, **(if you cancel no later then 2 days before the upcoming booked dates)** (for a full refund or credit).

THE MIAMI BEACH,
FAMOUS LINCOLN ROAD MALL
ANTIQUE & COLLECTIBLES SHOW

MIAMI BEACH = DATES ARE IN BLUE:
10 FT BY 10 FT TENTED = $150.00

October 2003							November 2003						
S	M	T	W	T	F	S	S	M	T	W	T	F	S

December 2003						
S	M	T	W	T	F	S

You keep this page
for future reference

January 2004							February 2004						
S	M	T	W	T	F	S	S	M	T	W	T	F	S

March 2004							April 2004						
S	M	T	W	T	F	S	S	M	T	W	T	F	S

December 2003						
S	M	T	W	T	F	S

KEEP THESE FOLLOWING PAGES FOR FUTURE BOOKING & INFORMATION

How to Book our Future Shows

You only have to send in the contract paper-work once per season,
once we have your business information, full name, and contact info. You will then only have to mail in a check / money-order, with your full name, and telephone #,
And which show or show dates you are booking,

Please remember to mail in at least two weeks or more before the upcoming show dates,
and remember you may cancel with no cost to you if you cancel **no later then 2 days before** the upcoming booked dates **(for full refund or credit)**
IMPORTANT: In the event of "late bookings", overnight the payment with Money Orders Only

SINGLE SPACE FOR **MIAMI BEACH SHOW = $150.00 or ($270.00 for double)** in advance of show date

SEND ALL PAYMENTS TO:

MAILING ADDRESS: **Production Sud**
P.O. Box 191943
Miami Beach, FL 33139

BUSINESS PHONE: **(305) 673-4991**

Website at: http://www.antiquecollectiblemarket.com **(download all contracts, and visitor info)**

SETUP TIME: Is 7:00 to 8:00 am. You must be setup, with trucks parked by 9:00 am. Selling hours are from approximately 9:00am thru 5:00 pm. Breakdown Miami Beach is 5:00pm.

CANCELLING SHOW: We reserve the right to cancel the show, if we feel the weather looks bad, winds, hurricanes, and cold could/may result in harm or injury to our exhibitors, & employees, etc... Full credit would be given towards a future show/date(s). In the rare event of a "Full Cancellation" we will contact all contracted clients by phone no later than (48) hours before the show date. We would also always announce Any Changes on Our Production Sud Answering Machine Voice Mail.

HOW YOU "THE EXHIBITOR" CAN CANCEL WITHOUT LOSING YOUR PAYMENT: Please call to verify cancellation **no later that (48) hours before the scheduled show/date** to obtain a refund or credit for a future show/date.

FOOD: There are many great restaurants and cafes on every block, coffee, snacks, lunch, etc. etc. **CLEANUP:** All vendors are instructed to take their own garbage with them. Please be respectful of this beautiful city we live in. Pitch in, Help Clean Up! Messy Irresponsible dealers will be removed from future show/dates.

RAIN POLICY: Show/dates, if not previously canceled, will go on rain or shine. Just in case. **Always come prepared!** We suggest, plastic painter's drop cloths/sheets, & some clothes pins. **You May CANCEL (48 HOURS) AT THE LATEST FOR A FULL CREDIT OR REFUND.**
Due to past and present City fee's, before show dead-lined advertisings costs, and general setup of many show costs
We have no 1/2 credit for rained out shows "as in the past years". (you must make that call 48 hours before!)

RESTROOMS: There will be Portasans conveniently placed by Production Sud.

SECURITY: Uniformed Police Officer/s will be on hand, in addition to a staff of (2) provided by Production Sud. However, please be advised shows are in large cities. All Exhibitors' are asked to use their own discretion in providing personal safety as they would in any other urban environment. (Watch your valuables, & money, etc.)

LOADING & UNLOADING SPACES: The shows are all located in well traveled areas at each city there are drive-up, loading/unloading areas located near Public parking areas which are suitable for large furniture, etc. The 3 Shows are well traveled by the entire crowds of buyers, tourists, & spectators alike, there are no "non-traveled spaces" due to a compact, and centrally well located show we provide.

TENT, LOCATION: Production Sud solely decides the layout of space(s) and the location(s) of all booked dealers, based on space, availability, & Antique & Collectable Items presented for sale, etc. You may suggest the area where you'd like to be located we will try to accommodate you when ever possible.

(SEE PAGE # 5, FOR DIRECTIONS TO ALL OUR SHOW LOCATIONS)

DIRECTIONS: TO THE MIAMI BEACH, LINCOLN ROAD SHOW

DIRECTIONS: FROM THE NORTH:
Take Florida to 1-95 South, to 195 East (Julia Tuttle Causeway) To Alton Road South (right lane), Take Alton Road to 17th Street make a left. Continue on 17th Street.
Then make a right on Drexel Ave. (You've arrived)
A large public parking area is available on Drexel Ave.& 17th Street.

DIRECTIONS: FROM THE SOUTH:

Take Florida to 1-95 North, to 836 East (Mac Arthur Causeway) to Alton Road North (left lane), Take Alton Road North to 17th Street make a right. Continue on 17th Street.
Then make a left on Drexel Ave. (You've arrived)
A large public parking area is available on Drexel Ave. & 17th Street.

MAILING ADDRESS: **PRODUCTION SUD**
P.O. BOX 191943
MIAMI BEACH, FL 33139

BUSINESS PHONE: **(305) 673-4991**

WEB ADDRESS: http://www.antiquecollectiblemarket.com

(DOWNLOAD OUR CONTRACTS AND ALL SHOW INFORMATION

(LET'S HAVE ANOTHER WONDERFUL SEASON!)

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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: September 8, 2004

From: Jorge M. Gonzalez
City Manager

R Parker for

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
Community Development Advisory Committee	14	Commissioner Matti H. Bower Mayor David Dermer	1 1	Page 11
Convention Center Advisory Board	7	Mayor David Dermer	1	Page 15
Convention Center Capital Projects Oversight Com.	7	Mayor David Dermer	1	Page 16
Design Review Board	7	City Commission	1	Page 18
Fine Arts Board	14	Commissioner Jose Smith	1	Page 19

AGENDA ITEM R9A
DATE 9-8-04

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Hispanic Affairs Committee	7	Mayor David Dermer	1	Page 24
Marine Authority	7	Mayor David Dermer	1	Page 28
Miami Beach Commission on Status of Women	21	Commissioner Jose Smith	2	Page 29
Miami Beach Florida Sister Cities	24	Mayor David Dermer	4	Page 32
Parks and Recreational Facilities Board	10	Mayor David Dermer	1	Page 35
Personnel Board	10	City Commission	1	Page 36
Safety Committee	14	Commissioner Saul Gross	1	Page 42

Attached is breakdown by Commissioner or City Commission:

REP

JMG:REP/lg

NON-CITY COMMISSION COMMITTEES

Commissioner Matti Herrera Bower

- Miami Beach Transportation Management Association (TMA)
- Dade Cultural Alliance
- Tourist Development Council
- Performing Arts Center Trust (PACT)

Commissioner Luis R. Garcia, Jr.

- Unclassified Employees and Elected Officials Retirement System
- Greater Miami Convention and Visitors Bureau

Commissioner 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

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

C: MDB
BP
LC

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: SIMON CRUZ
COMMISSIONER

DATE: JULY 9, 2004

RE: MARCELO LLORENTE NOMINATION TO THE PERSONNEL BOARD

Please place on the July 28th, 2004 City Commission Agenda an item nominating Mr. Marcelo Llorente to the Personnel Board. His application and resume has been provided to the City Clerk's office.

SC/ml

Agenda Item R9A1
Date 9-8-04

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C: MDB
LC

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: SAUL GROSS
COMMISSIONER

DATE: JULY 21, 2004

RE: ALEX DEGASPERI NOMINATION TO THE PERSONNEL BOARD

Please place on the July 28th, 2004 City Commission Agenda an item nominating Mr. Alex DeGasperi to the Personnel Board. His application and resume has been provided to the City Clerk's office.

SC/ml

Agenda Item R9A2
Date 9-8-04

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C: CMC
LC

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: Jorge M. Gonzalez
City Manger

FROM: Saul Gross
Commissioner

DATE: August 30, 2004

RE: Agenda Item

I would like to place on the September 8th, 2004 City Commission Agenda for discussion and approval, the re-appointment of Nancy Liebman to the Cultural Arts Council.

SG/ml

Agenda Item R9A3
Date 9-8-04

TO: MIAMI BEACH MAYOR DAVID DERMER
CITY COMMISSIONERS:
MATTI BOWER
SIMON CRUZ
LUIS GARCIA
SAUL GROSS
JOSE SMITH
RICHARD STEINBERG

FROM: NANCY LIEBMAN

RE: SEPTEMBER 8 COMMISSION AGENDA ITEM

CC: CITY MANAGER JORGE GONZALEZ

I am requesting that the matter of my early reappointment to the CULTURAL ARTS COUNCIL be placed on the September 8th commission meeting agenda for discussion and approval. Although my appointment for a second term to the Council is not due until December, 2004, without your approval of an early reappointment, I will be automatically removed from the Council as of September, 2004. It appears that the 60 day rule for replacement does not exist for this purpose.

This problem has arisen due to an unforeseen change in the Council meeting schedule and has caused me to exceed the number of allowable absences for this year. The Commission rule for board and committee attendance states that a board member can miss 4 meetings or a percentage of meetings for the year. When the CAC cancelled its January 2004 meeting, the percentage of missed meetings allowed board members to miss only 3 meetings or be automatically removed. On September 10, I will have missed my 3rd meeting of the year since I am out of town. In the past, I have been able to schedule my travel arrangements to accommodate the attendance rule.

As you know, I have been an involved in Miami Beach cultural arts issues for many years. I have made this a focus of my post commission life. I would very much like to remain on the Council to continue this work. In order for me to remain, I am requesting that in September the Miami Beach City Commission grant me an early reappointment for the next term.

I think you for your consideration.

R9 - New Business and Commission Requests

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

AGENDA ITEM R9B 1+2
DATE 9-8-04

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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: September 8, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **SOUTH POINTE PARK REQUEST FOR QUALIFICATION (RFQ)**

ANALYSIS

On July 28, 2004, the Mayor and City Commission adopted Resolution # 2004-25656, authorizing the issuance of an RFQ for South Pointe Park.

After discussing the City's desire to expedite the planning and design of South Pointe Park and maximize the benefits afforded in the Settlement Agreement between West Side Partners/Related Group and the City of Miami Beach, the City is evaluating the following options and requests City Commission discussion in connection herewith:

Option 1: Proceed with issuance of an RFQ with the anticipated timeline.

RFQ/Contract Negotiation:	6 months
Planning:	12 months
Design, including permitting:	15 months
Bid/Award:	4 months
Construction:	15 months
Total Time:	52 months, or just over 4 years

Option 1 sets forth the anticipated timeframe realized utilizing the traditional Community Design Workshop process. In this option, the City would most likely not be able to utilize the option afforded through the referenced Settlement Agreement, whereby the Developer would construct improvements in South Pointe Park at their cost and City expense.

Option 2: Expedite the planning and design phase of the park, eliminating the uncertainty of the RFQ process and work with an A/E firm that the community has expressed comfort with. The Developer, the Related Group, has expressed its interest in funding the initial planning phase. At the direction of the City, the selected A/E would develop design schematics, perform the necessary Community Design Workshops, bringing a concept plan for approval by the City Commission.

In Option 2, the Administration deems that the competitive bidding can be waived due to the substantial and significant benefit to the City from both an economic/cost and time component that is not likely to be realized through the competitive process.

Agenda Item R9C
Date 9-8-04

This approach was used on the current Bay Road project where the City awarded a $1.5 million contract to the developer of the Flamingo Condominiums (formerly the Morton Towers) based on the developer's offer to provide $600,000 of its own money to the project if the improvements could be tied to a timeframe that would expedite obtaining the full Certificate of Occupancy on their project. CIP did an economic analysis that showed that it was highly unlikely that the City could re-procure these services worth $1.5 million for the $900,000 that it provided the project.

In the case of South Pointe Park, the preliminary design effort would be fully funded by the Developer, at no cost to the City and within an expedited timeframe. Thereafter, the City could elect to exercise the option contained in the Settlement Agreement between the City of Miami Beach and The Related Group dated July 28, 2004, that provides for the Developer to build, at their cost and at the City's expense, the public facilities in South Pointe Park.

An "at cost" deal the City is likely to save approximately 20% off of current market rates. As an example, if we can substantiate the "20%", then this equates to about $1 million in reduced costs taking into account the current $5 million funding level.

CONCLUSION

Therefore, the City Commission should discuss whether to pursue option 1 or Option 2, in order to proceed with the design of South Pointe Park.

JMG/CMC/rar
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CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 8, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **REFERRAL TO THE PLANNING BOARD A PROPOSAL TO AMEND CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE; DIVISION 7. "CCC, CIVIC AND CONVENTION CENTER DISTRICT," BY CREATING A NEW SECTION 142-368 ENTITLED "OFFSITE PARKING," PROVIDING THAT REQUIRED PARKING PROVIDED FOR USES IN THIS DISTRICT, LOCATED OFF-SITE PURSUANT TO SECTION 130-36, SHALL NOT BE INCLUDED IN PERMITTED FLOOR AREA WHEREVER LOCATED.**

ADMINISTRATION RECOMMENDATION

Refer to the Planning Board.

ANALYSIS

As part of the New World Symphony (NWS) proposed expansion and construction of the Soundspace project and adjacent Garage, the NWS must comply with the parking requirements under the City's land development regulations. The existing Development and Lease Agreement between the City of Miami Beach and the NWS, does not address the issue of required parking. Bond Counsel opined, at the City's Finance Committee meeting of April 6, 2004, that Parking spaces in the proposed Garage may ultimately be utilized under some arrangement with the City to satisfy those parking requirements, but that has not yet been determined.

In an accompanying item on today's agenda, the Project Concept Plan alternatives for Soundspace are provided. The recommended Project Concept Plan Alternative #4 proposes to maintain Drexel Avenue open and places the Soundspace project and Garage on the west lot.

Given the City's mandate to maximize the number of parking spaces, and minimize any net loss of parking (506 existing parking spaces on site), the parking structure was originally designed in the new concept models to consist of 5 levels (4 + roof level), containing 644 spaces. This would provide approximately 476 spaces of replacement parking and 175 spaces of required parking for the Soundspace project. Alternatively, the proposed parking structure, which would front Pennsylvania Avenue, may be reduced in massing by scaling back the north and south sides of the structure, reducing approximately 175 spaces, to provide for a reduced parking garage mass, with approximately 476 spaces.

Agenda Item R9D
Date 9-8-04

In an effort to reduce the massing of the proposed parking facility, an alternative proposal was proffered by the Cejas family to accommodate the NWS required parking, 175 spaces, within the proposed 420 Lincoln Road project. This would provide the opportunity for the City/NWS to scale back the parking structure, as described above, which in turn would provide landscaping opportunities and enhance the visual corridor between the Convention Center area and Lincoln Road. Additionally, Mr. Cejas has proposed and agreed to fund the capital cost of the NWS required parking, if such an arrangement would not adversely impact the Cejas project FAR. This would also address concerns with the City participating in the cost of the NWS required parking.

As a result, City staff and the City Attorney's office reviewed the City's Land Development Regulations and determined an ordinance amendment would be required to address the placement of the NWS required parking at an off-site location (the Cejas project) without adversely impacting that project's FAR.

Specifically, the proposed amendment would be added to the CCC District regulations, as follows:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE; DIVISION 7. "CCC, CIVIC AND CONVENTION CENTER DISTRICT," BY CREATING A NEW SECTION 142-368 ENTITLED "OFFSITE PARKING," PROVIDING THAT REQUIRED PARKING PROVIDED FOR USES IN THIS DISTRICT, LOCATED OFF-SITE PURSUANT TO SECTION 130-36, SHALL NOT BE INCLUDED IN PERMITTED FLOOR AREA WHEREVER LOCATED.

Section 130-36 provides the following:

Sec. 130-36. Off-site facilities.

(a) All parking spaces required in this article shall be located on the same lot with the building or use served, or within a distance not to exceed 500 feet from such lot, or 1,200 feet (i) if located in the architectural district or a local historic district, or (ii) the parking lot is operated on a valet basis as per section 130-35. The distance separation shall be measured by following a straight line from the lot on which the main permitted use is located to the lot where the parking lot or garage is located.

(b) Where the required parking spaces are not located on the same lot with the building or use served and used as allowed in section 130-32, a unity of title or for nonadjacent lots, either a unity of title or a restrictive covenant in lieu of unity of title for parking unification shall be prepared for the purpose of insuring that the required parking is provided. Such unity of title or restrictive covenant shall be executed by owners of the properties concerned, approved as to form by the city attorney, recorded in the public records of the county as a covenant running with the land and shall be filed with the application for a building permit.

If the Amendment is adopted, a restrictive covenant would have to be executed by PLC Investments, the NWS and the City and the required parking may be provided on the Cejas proposed project without impacting the FAR.

A follow-up meeting was held with City staff and PLC Investments was held on August 9, 2004, to discuss the steps involved in amending the Land Development Regulations, drafting the restrictive covenant and timing issues affecting the 420 Lincoln Road and NWS projects.

One concern that was raised by Mr. Paul Cejas, concerned the layout of the 420 building as it related to the allowable F.A.R for the new residential/parking component planned for the southwest corner of the property. Even though the four lots comprising the existing buildings are under separate folios, there was concern that they would be considered as one property for zoning purposes, which would adversely impact the allowable F.A.R., and preclude construction of additional parking spaces to accommodate the NWS. Planning Staff determined that since the lots are not connected by ownership or construction and none are accessory uses to each other, the lots can be considered separate building sites, and F.A.R would not be affected. In view of such, a separate restrictive covenant would have to be executed, relating to the four lots comprising 420 Lincoln Road.

With respect to the parking arrangement between the 420 Lincoln Road project and the NWS, in addition to a restrictive covenant in lieu of unity of title, an easement agreement documenting the terms and conditions by which NWS can utilize the parking facility, also needs to be executed. Additionally, since the 420 Lincoln Road parking facility is being built primarily to accommodate the Project's residential and retail components, an underutilization application will have to be submitted annually to the Planning Department, verifying that enough spaces are underutilized to allow for the NWS to park therein and meet its parking requirements.

It is anticipated that the Planning Board will consider the impact to the parking at the 420 Lincoln Road project in its review of the proposed Ordinance change as well as the revised concept plans for the NWS.

CONCLUSION AND RECOMMENDATION

Since the parking solution proffered by the Cejas family is contingent upon the proposed Ordinance amendment, it is recommended that the City Commission refer the proposed amendment to the Planning Board for consideration at its next meeting on September 28, 2004. If approved, then two subsequent readings/public hearing must be held by the City Commission to adopt the amendment, which may occur on October 13 and November 10, 2004. Additionally, while the Amendment is being considered, it is anticipated that the appropriate documents would be drafted, subject to form approval by the City Attorney and Planning Director, and executed subject to the Amendment's approval, in order to timely effectuate the placement of required parking within the proposed Cejas project.

JMG/CMC:KOB
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DRAFT 2 - 8/18/04
ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE; DIVISION 7. "CCC, CIVIC AND CONVENTION CENTER DISTRICT," BY CREATING A NEW SECTION 142-368 ENTITLED "OFFSITE PARKING," PROVIDING THAT REQUIRED PARKING PROVIDED FOR USES IN THIS DISTRICT, LOCATED OFF-SITE PURSUANT TO SECTION 130-36, SHALL NOT BE INCLUDED IN PERMITTED FLOOR AREA WHEREVER LOCATED; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND EFFECTIVE DATE.

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

WHEREAS, the City desires to ensure that adequate parking is provided for projects and uses in the CCC, Civic and Convention Center District; and

WHEREAS, one of the mechanisms for providing adequate parking is through the off-site parking provisions in section 130-36 of the City Code; and

WHEREAS, such off-site parking may be provided in the CCC district, or outside the CCC district, as long as the distance requirements of section 130-36 are satisfied, i.e., 500 feet from the subject property, or 1,200 feet if the subject property is located within the architectural district or a local historic district; and

WHEREAS, in order to ensure the provision of required parking for projects in the CCC district, and in order not to penalize property owners who may offer space for parking for projects in the CCC district, such parking will be treated as if the parking were located on the subject property which the parking would serve, i.e., that the required parking will not be counted as part of the permitted floor area of the property where the parking is located.

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

SECTION 1. That Chapter 142, Zoning Districts and Regulations, Division 7, CCC Civic and Convention Center District, is hereby amended by adding a new Section 142-368, Offsite parking, as follows:

Sec. 142-368. Off-site parking.
Required parking provided for uses in this district, located off-site pursuant to section 130-36, shall not be included in permitted floor area wherever located, including outside of this district.

Sections 142-36~~8~~ 9– 142-390. Reserved.

SECTION 2. REPEALER.

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

SECTION 3. CODIFICATION.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2004.

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ _____
City Attorney Date

First Reading:
Second Reading:

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

Underscore denotes new language
~~Strikethrough~~ denotes deleted language
Double underline and bold indicates language added after first reading

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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: September 8, 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 BY OR AGAINST THE CITY OF MIAMI BEACH SINCE THE LAST REPORT

1. Augustina Godinez vs. City of Miami Beach, a political subdivision of the State of Florida, ("MIAMI BEACH") Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-14341 CA01

   The City was served with this complaint on July 2, 2004, wherein the Plaintiff alleges that on November 1, 2003, she was walking southbound along the west side walk of Meridian Avenue between 5th and 6th Street when she encountered an uneven sidewalk flag which caused her to trip and fall. She alleges to have sustained a fracture of the right elbow and bilateral knee pain. An Answer and Affirmative Defenses was timely filed and discovery propounded.

2. Sarita Tabatchnik, individually, and as Personal Representative of the Estate of Saulo Coentro, vs. City of Miami Beach, a Florida municipal corporation. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-14537 CA13

   The City was served with this wrongful death complaint on July 7, 2004, wherein the personal representative of the Estate of Saulo Coentro alleges that on March 13, 2003, a City police officer

negligently operated a police car thereby striking Coentro's vehicle near the intersection of 79th Street and Crespi Blvd., resulting in Coentro's. The City intends to prove that the decedent ran a stop sign thereby causing this accident and proving he was wholly responsible for the accident. An Answer and Affirmative Defenses was timely filed and discovery propounded.

3. Citimortgage, Inc. successor by merger to First Nationwide Mortgage Corporation vs. Mary A. Brown a/k/a Mary Brown et al. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-14556 CA30

This is a mortgage foreclosure case for real property located at 2500 N.W. 122st Street, Miami, Florida. Although the property is not located on Miami Beach, in order to protect any potential interests the City may have, an Answer was filed on July 22, 2004.

4. The Bank of New York, acting solely in its capacity, as Trustee for EQCC Trust. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-14305

This is a mortgage foreclosure case for real property located at 2131-33 N.W. 34th Street, Miami, Florida. Although the property is not located on Miami Beach, in order to protect any potential interests the City may have, an Answer was filed on July 22, 2004.

5. Miami Beach Redevelopment Agency, a public body Corporate and politic, vs. Art Connection Swiss Design, L.C., a Florida Liability Company. County Court

This is a landlord tenant action to evict one of the Anchor Shop tenants. A Complaint was drafted, Settlement was discussed and recently the tenant abandoned the space. The action remains pending at this time.

6. Florida Transportation System, Inc. vs. City of Miami Beach, Florida, et al. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-15547 CA22

This case represents a million dollar plus contract for the purchase of small low-floor buses for the eventual replacement of the City's electrowave fleet. We successfully argued against stay of contract award, and am presently preparing for future hearings.

7. The Provident Bank vs. Olga Fernandez et al. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-15458 CA25

   This is a mortgage foreclosure case for real property located at 17835 S.W. 152nd Place, Miami, Florida. Although the property is not located on Miami Beach, in order to protect any potential interests the City may have, an Answer was filed on July 29, 2004.

8. REIA LLC., A Florida limited liability company vs. Wash & Surf Net, Inc., an administratively dissolved Florida corporation; Nader Maleki; Florida Department of Professional Regulation, Division of Alcoholic Beverages and Tobacco; Florida Department of Revenue; Florida Department of Labor, and Employment Security; and City of Miami Beach. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-16193 CA27

   This is a mortgage foreclosure case for real property located at 701 Washington Avenue, Miami Beach, Florida. There are monies due the City for Resort Tax, City bills, i.e., sanitation, and Building Department. An Answer was filed on August 10, 2004.

9. Mortgage Electronic Registration Systems, Inc., vs. Belinda Clark, et al. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-15661 CA15

   This is a mortgage foreclosure case for real property located at 18947 N.W. 46th Avenue, Miami, Florida. Although the property is not located on Miami Beach, in order to protect any potential interests the City may have, an Answer was filed on August 10, 2004

10. Brilor, LLC., a Florida Limited Liability Company, d/b/a AMIKA vs. City of Miami Beach, a Florida municipal corporation. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-15299 CA25

    This is an action seeking a temporary injunction to compel the City's Building Official to issuance a temporary certificate of completion even though the owner had not met all of the requirements for same under the Florida Building Code. The Court issued the TRO and also required the property owner to take an appeal to the Florida Building Commission. The Circuit Court action is closed and the matter is now before the Florida Building Commission.

11. City of Miami Beach, a Florida municipal corporation, vs. Miami Dade County, Micky Biss, and USA Express, Inc. Third District Court of Appeal, Case No. 3D04-1589, Lower Case No. 03-682 AP

    In this case, the City has filed a petition for writ of certiorari from a per curiam opinion of the Circuit Court-Appellate Division. That Court upheld BORA's determination that the subject building permit for 120-130 Ocean Drive was tolled. The Respondents were ordered to and have filed a response, and the City has filed its reply. This matter is pending.

12. GMAC Mortgage Corporation f/k/a GMAC Mortgage Corporation of PA, vs. Margarita Gonzalez, et al. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-17105 CA10

    This is a mortgage foreclosure case for real property located at 6350 S.W. 26th Street, Miami, Florida. Although the property is not located on Miami Beach, in order to protect any potential interests the City may have, an Answer was filed on August 24, 2004.

13. Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans, Inc. vs. Alan S. Cooper, et al. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-16855 CA31

    This is a mortgage foreclosure case for real property located at 2301 Collins Avenue, Miami Beach, Florida. There are monies due the City Utilities (water, sewer, storm water). An Answer and Counterclaim was filed on August 26, 2004.

14. Washington Mutual Bank, N.A., vs. Carmen Ramirez, et al. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-16758 CA32

    This is a mortgage foreclosure case for real property located at 12438 N.W. 7th Lane, Miami, Florida. Although the property is not located on Miami Beach, in order to protect any potential interests the City may have, an Answer was filed on August 24, 2004.

15. Laura Krumm vs. City of Miami Beach, a political subdivision of the State of Florida. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-17499 CA05

The City's Risk Management Division was served with this complaint on August 19. 2004, wherein the Plaintiff alleges that on June 22, 2003, as she was rollerblading west bound on 3rd Street she was caused to fall due to a half open storm drain cover in the street into which she fell. Krumm alleges to have sustained injuries to her lower back hip and leg. A motion to quash the complaint will be filed as it was not served on the proper party and subsequent to that an answer and affirmative defenses will be timely filed and 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: September 8, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **PARKING STATUS REPORT**

The following comments serve to preface attended parking facilities (garages and lots) performance for the month of June 2004. In June 2004, gross revenues at attended facilities (garage and lots) increased by 33.23% 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 9.95% or $53,705.65.

During the month of June 2004, the Parking Department's attended locations earned a net profit of $428,007.24. This is an increase in net profit of $164,345.58 or 62.33% as compared to the same period in the prior year.

A) 17th Street Municipal Parking Garage: June 2004

During the month of June 2004, the 17th Street Garage had net revenues of $178,474.40. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $57,780.00, transient parking revenues of $114,394.40, and valet rental fees of $6,300.00. Net revenues increased from $152,778.14 in 2003, to $178,474.40 in 2004; a 16.82% increase in net revenues.

After subtracting operating expenses of $105,731.83 the facility had a net profit for the month in the amount of $72,742.57. This represents an increase in net profit for the facility in the amount of $15,392.56 or 26.84% when compared to the same period in the previous year.

B) 7th Street Municipal Parking Garage: June 2004

During the month of June 2004, the 7th Street Municipal Parking Garage had net revenues of $151,783.07. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of $13,725.00 and transient parking revenues of $138,058.07. When compared to the same month in the prior year (June 2003), net revenues increased from $146,725.47 in 2003, to $151,783.07 in 2004; a 3.45% increase in net revenues. After subtracting operating expenses of $54,068.95 and debt service of $59,500.00 the facility had a net profit for the month in the amount of $38,214.12. This is an increase in net profit of $14,921.01 or 64.06% as compared to the same period in the previous year, 2003. This increase is primarily attributable to a decrease in security personnel labor expense of $4,545.62, a decrease in attendant cashier expense of $7,591.52, and an increase in transient parking revenues of $4,307.60. The 7th Street Garage served a total of 33,288 parkers in the month of June, 2004.

Agenda Item B
Date 9-8-04

C) 5-A Municipal Surface Parking Lots (Washington Avenue to Pennsylvania and 17th Street): June 2004

During the month of June 2004, the 5-A Surface Lots had net revenues of $138,818.55. Net revenues are comprised of facility-specific access-card revenues of $17,940.00 and transient parking revenues of $120,878.55. When compared to the same period in the prior year (June 2003), net revenues increased from $123,400.68 in 2003, to $138,818.55 in 2004; representing a 12.49% increase in net revenues. After subtracting operating expenses of $25,065.32, the facility had a net profit for the month in the amount of $113,753.23. This is an increase in net profit of $25,876.47 or 29.45% from June 2003. This increase is primarily attributable to an increase in transient parking revenues of $13,197.87 and a decrease in attendant cashier labor expense of $9,169.23. The 5-A Municipal Surface Parking Lot served a total of 40,747 parkers in the month of June, 2004.

D) 12th Street Municipal Parking Garage: June 2004

During the month of June 2004, the 12th Street Garage had net revenues of $30,248.79. Net revenues are comprised of facility-specific monthly parking revenues of $4,860.00 and transient parking revenues of $25,388.79. When compared to the same month in the prior year (June 2003), net revenues increased from $27,052.23 in 2003, to $30,248.79 in 2004; an 11.82% increase in net revenues. After subtracting operating expenses of $17,358.59 the facility had a net profit for the month in the amount of $12,890.20. This is an increase in net profit of $8,788.36 or 214.25%. This increase is primarily attributable to a decrease in security personnel labor expense of $2,072.39, a decrease in attendant/cashier labor expense of $3,421.66, and an increase in transient parking revenues of $3,196.56. The 12th Street Garage served a total of 4,584 parkers in the month of June 2004.

E) 13th Street Municipal Parking Garage: June 2004

During the month of June 2004, the 13th Street Garage had net revenues of $55,783.54. Net revenues are comprised of facility-specific monthly parking permit revenues of $9,120.00 and transient parking revenues of $46,663.54. Compared to the same month in the prior year (2003), net revenues increased from $51,897.00 in 2003, to $55,783.54 in 2004; representing a 7.49% increase in net revenues. After subtracting operating expenses of $29,454.50, the facility had a net profit for the month in the amount of $26,329.04. This is an increase in net profit of $12,810.57 or 94.76% from June 2003. The 13th Street Garage served a total of 11,624 parkers in the month of June 2004.

F) 16th Street-Anchor Parking Garage: June 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 June, 2004, the 16th Street Garage had net revenues of $125,579.92. Net revenues are comprised of facility-specific monthly parking revenues of $29,100.00, transient parking revenues of $74,747.67, and valet rental fees of $21,732.25. After subtracting operating expenses of $43,500.31 the facility had a net profit for the month in the amount of $82,079.61. The 16th Street Garage served a total of 20,787 parkers in the month of June, 2004.

G) 42nd Street Municipal Parking Garage: June 2004

During the month of June, 2004, the 42nd Street Garage had net revenues of $38,107.46. Net revenues are comprised of facility-specific monthly parking revenues of $34,200.00 and transient parking revenues of $3,907.46. Compared to the same month in the prior year, 2003, net revenues increased from $37,656.64 in 2003, to $38,107.46 in 2004; representing a 1.20% increase in net revenues. After subtracting operating expenses of $15,608.99 the facility had a net profit for the month in the amount of $22,498.47. The 42nd Street Garage served a total of 13,971 parkers in the month of June, 2004.

H) Electronic Parking Meter Revenue Comparison: June 2004

This statement compares parking meter revenue collected in June 2004, with revenue collected in June 2003. When comparing revenues for June 2004 in the amount of $874,878.53 to revenues for June 2003 in the amount of $752,804.39, the report reflects an increase of $122,074.14 or 16.22% 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 June 2004 decal and permit revenue received was $124,374.11 and meter rental revenue (valet, construction, and special events) was $83,563.17 versus $130,018.51 and $73,475.68 respectively in June 2003. The combined total revenue produced at meters for the month of June 2004 was $1,082,815.81. This reflects an increase from the previous year in the amount of $126,517.23 or 13.23%.

I) Parking and Transportation Smart Card Sales: June 2004

In the month of June 2004, the Parking Department sold 2,978 Parking Meter Cards to merchants, vendors, hoteliers, and the public, for revenues in the amount of $72,307.50.

J) Hotel Hangtag Sales: June 2004

In the month of June 2004, the Parking Department sold 2,300 hotel hangtags to hoteliers in the amount of $13,800.00.

K) Multi-Space Parking Meter Pilot Program: June 2004

Parkeon (formerly known as 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. Year to date the multi-space meters on Ocean Drive have yielded a 14.15% increase over the prior year and the machine installed in the parking lot at 777 17th Street has earned a 10.45% increase.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY
June 2004

LOCATION	REVENUE 2003 June	REVENUE 2004 June	REVENUE Increase/ (Decrease)	REVENUE Percent of Increase/ (Decrease)	EXPENSES 2003 June	EXPENSES 2004 June	EXPENSES Increase/ (Decrease)	EXPENSES Percent of Increase/ (Decrease)	PROFIT/(LOSS) 2003 June	PROFIT/(LOSS) 2004 June	PROFIT/(LOSS) Increase/ (Decrease)	PROFIT/(LOSS) Percent of Increase/ (Decrease)
17 St. Garage	152,778.14	178,474.40	25,696.26	16.82%	95,428.13	105,731.83	10,303.70	10.80%	57,350.01	72,742.57	15,392.56	26.84%
7th St. Garage	146,725.47	151,783.07	5,057.60	3.45%	63,932.36	54,068.95	(9,863.41)	-15.43%	82,793.11	97,714.12	14,921.01	18.02%
17th St. Lots	123,400.68	138,818.55	15,417.87	12.49%	35,523.92	25,065.32	(10,458.60)	-29.44%	87,876.76	113,753.23	25,876.47	29.45%
12th St. Garage	27,052.23	30,248.79	3,196.56	11.82%	22,950.39	17,358.59	(5,591.80)	-24.36%	4,101.84	12,890.20	8,788.36	214.25%
13th St. Garage	51,897.00	55,783.54	3,886.54	7.49%	38,378.53	29,454.50	(8,924.03)	-23.25%	13,518.47	26,329.04	12,810.57	94.76%
42nd St. Garage	37,656.64	38,107.46	450.82	1.20%	19,635.17	15,608.99	(4,026.18)	-20.50%	18,021.47	22,498.47	4,477.00	24.84%
16th St. - Anchor		125,579.92	125,579.92	#DIV/0!		43,500.31	43,500.31	#DIV/0!	0.00	82,079.61	82,079.61	#DIV/0!
Totals	539,510.16	718,795.73	179,285.57	33.23%	275,848.50	290,788.49	14,939.99	5.42%	263,661.66	428,007.24	164,345.58	62.33%

	Revenue Per Space	Expenses Per Space	Profit/(Loss) Per Space	
17 St. Garage	122.24	72.42	49.82	The 17th Street Garage has 1460 spaces.
7th St. Garage	234.96	83.70	151.26	The 7th Street Garage has 646 spaces.
17th St. Lots	274.34	49.54	224.81	The 17th Street Lots have 506 spaces.
12th St. Garage	225.74	129.54	96.20	The 12th Street Garage has 134 spaces.
13th St. Garage	195.05	102.99	92.06	The 13th Street Garage has 286 spaces.
42nd St. Garage	61.46	25.18	36.29	The 42nd Street Garage has 620 spaces.
16th St. - Anchor	156.39	54.17	102.22	The 16th Street Anchor Garage has 803 spaces.

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
FINANCIAL REPORT SUMMARY - Year To Date
October 2003 - June 2004

LOCATION	REVENUE 2003 June YTD	REVENUE 2004 June YTD	REVENUE Increase/ (Decrease)	REVENUE Percent of Increase/ (Decrease)	EXPENSES 2003 June YTD	EXPENSES 2004 June YTD	EXPENSES Increase/ (Decrease)	EXPENSES Percent of Increase/ (Decrease)	PROFIT/(LOSS) 2003 June YTD	PROFIT/(LOSS) 2004 June YTD	PROFIT/(LOSS) Increase/ (Decrease)	PROFIT/(LOSS) Percent of Increase/ (Decrease)
17 St. Garage	1,807,155.67	1,908,436.06	101,280.39	5.60%	659,873.59	710,329.20	50,455.61	7.65%	1,147,282.08	1,198,106.86	50,824.78	4.43%
7th St. Garage	1,525,420.67	1,563,165.44	37,744.77	2.47%	481,254.50	475,628.98	(5,625.52)	-1.17%	1,044,166.17	1,087,536.46	43,370.29	4.15%
17th St. Lots	1,263,055.31	1,437,370.04	174,314.73	13.80%	240,482.38	229,548.56	(10,933.82)	-4.55%	1,022,572.93	1,207,821.48	185,248.55	18.12%
12th St. Garage	303,844.07	307,756.61	3,912.54	1.29%	166,926.13	161,005.71	(5,920.42)	-3.55%	136,917.94	146,750.90	9,832.96	7.18%
13th St. Garage	525,603.84	539,073.45	13,469.61	2.56%	283,663.07	269,930.62	(13,732.45)	-4.84%	241,940.77	269,142.83	27,202.06	11.24%
42nd St. Garage	340,554.34	352,276.96	11,722.62	3.44%	143,551.08	147,266.09	3,715.01	2.59%	197,003.26	205,010.87	8,007.61	4.06%
16th St. - Anchor		1,340,263.98	1,340,263.98	#DIV/0!		377,585.94	377,585.94	#DIV/0!		962,678.04	962,678.04	#DIV/0!
Totals	5,765,633.90	7,448,342.54	1,682,708.64	29.19%	1,975,750.75	2,371,295.10	395,544.35	20.02%	3,789,883.15	5,077,047.44	1,287,164.29	33.96%

	Revenue Per Space	Expenses Per Space	Profit/(Loss) Per Space	
17 St. Garage	1,307.15	486.53	820.62	The 17th Street Garage has 1460 spaces.
7th St. Garage	2,419.76	736.27	1,683.49	The 7th Street Garage has 646 spaces.
17th St. Lots	2,840.65	453.65	2,387.00	The 17th Street Lots have 506 spaces.
12th St. Garage	2,296.69	1,201.54	1,095.16	The 12th Street Garage has 134 spaces.
13th St. Garage	1,884.87	943.81	941.06	The 13th Street Garage has 286 spaces.
42nd St. Garage	568.19	237.53	330.66	The 42nd Street Garage has 620 spaces.
16th St. - Anchor	1,669.07	470.22	1,198.85	The 16th Street Anchor Garage has 803 spaces.

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Garage - 2G
June 2004

LOCATION	ACCOUNTING CODE	2003 June	2004 June	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
17th Street Garage - 2G						
Revenue						
Revenue-Ticket	480-8000-344583	92,178.14	114,394.40	22,216.26		
Revenue - Valet	480-8000-344583	6,300.00	6,300.00	0.00		
Revenue-Monthly Permits	480-8000-344514	54,300.00	57,780.00	3,480.00		
	17th Street - 2G REVENUE (Sales Tax Excluded)	**152,778.14**	**178,474.40**	**25,696.26**	**16.82%**	**$122.24**
Expenses						
Security Personnel		20,600.10	15,922.37	-4,677.73 (1).		
Attendant/Cashier Labor		59,870.88	44,991.49	-14,879.39 (2).		
FP&L		6,473.39	6,473.39	0.00 (3).		
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	30,453.50	29,840.50 (4).		
Landscape Maintenance		108.33	108.33	0.00		
Garage Cleaning/Maintenance		5,578.58	5,696.08	117.50 (5).		
	17th St. Garage - 2G EXPENSES	**95,428.13**	**105,731.83**	**10,303.70**	**10.80%**	**$72.42**
	17th St. Garage PROFIT/(LOSS)	**57,350.01**	**72,742.57**	**15,392.56**	**26.84%**	**$49.82**
					Number of Spaces	**1460**

Notes:
The 17th Street Garage has 1460 spaces. Approximately 40% of the annual revenue is from monthly parkers including valet rentals. The remainder of income is derived from Lincoln Road / Conventions / TOPA / New World Symphony.

(1). June 2003 Security Personnel represents charges over a five week period as opposed to a four week period in June 2004.

(2). June 2003 Attendant/Cashier Labor include charges for May 19 - 30, 2003 and June 2003.

(3). June 2004 FP&L invoices were unable to be obtained. Therefore, the figure shown is a previously established estimate.

(4). June 2004 Elevator Maintenance reflects the regular service charge of $425 and a $14,836.50 charge for the assembly of a new hydraulic cylinder and a $15,192 charge for the installation for a new overhead oil line.

(5). June 2003 Garage Cleaning/Maintenance figure reflects the regular service charge and additional services provided after Memorial Day Weekend. June 2004 Garage Cleaning/Maintenance figure reflects the regular service charge of $5,331.08 and a charge of $365 from Tropical Glass & Construction Co. to replace a broken glass panel in the elevator.

City of Miami Beach
Parking Department
Daily Revenue Report
17th Street Garage - 2G

June 2004

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Tuesday	1,553	17:00 - 17:59	268	$1,649.53
2	Wednesday	1,830	17:00 - 17:59	283	1,781.31
3	Thursday	2,054	17:00 - 17:59	325	2,238.32
4	Friday	2,507	17:00 - 17:59	319	3,515.89
5	Saturday	2,638	20:00 - 20:59	424	6,863.55
6	Sunday	1,923	15:00 - 15:59	318	3,942.06
7	Monday	1,681	17:00 - 17:59	279	1,601.87
8	Tuesday	1,828	17:00 - 17:59	297	1,875.70
9	Wednesday	2,490	17:00 - 17:59	390	4,378.50
10	Thursday	3,519	17:00 - 17:59	537	8,728.04
11	Friday	2,849	21:00 - 21:59	424	4,889.72
12	Saturday	2,800	21:00 - 21:59	488	6,765.42
13	Sunday	2,333	00:00 - 00:59	442	5,321.50
14	Monday	1,794	17:00 - 17:59	306	2,072.90
15	Tuesday	1,862	17:00 - 17:59	285	1,929.91
16	Wednesday	2,097	17:00 - 17:59	327	2,565.42
17	Thursday	2,017	17:00 - 17:59	322	2,224.30
18	Friday	3,110	19:00 - 19:59	536	5,083.17
19	Saturday	3,146	22:00 - 22:59	650	8,367.29
20	Sunday	1,946	00:00 - 00:59	426	4,137.38
21	Monday	1,648	17:00 - 17:59	290	1,607.48
22	Tuesday	1,783	17:00 - 17:59	308	2,106.54
23	Wednesday	1,879	17:00 - 17:59	316	2,114.02
24	Thursday	2,063	17:00 - 17:59	309	2,240.19
25	Friday	2,735	21:00 - 21:59	371	4,261.68
26	Saturday	2,958	21:00 - 21:59	463	7,425.23
27	Sunday	2,884	14:00 - 14:59	584	8,088.79
28	Monday	1,913	17:00 - 17:59	316	2,202.80
29	Tuesday	1,908	17:00 - 17:59	294	1,985.05
30	Wednesday	2,014	17:00 - 17:59	301	2,430.84
	TOTAL	**67,762**			**$114,394.40**

MONTHLY PERMIT REVENUE	**$57,780.00**
VALET REVENUE	**$6,300.00**
TOTAL NET REVENUE	**$178,474.40**

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
7th Street Garage - 1G
June 2004

LOCATION	ACCOUNTING CODE	2003 June	2004 June	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
7th Street Garage - 1G						
Revenue						
Revenue-Ticket	142-8000-344404	133,750.47	138,058.07	4,307.60		
Revenue-Monthly Permits	142-8000-344404	12,975.00	13,725.00	750.00		
	7th Street - 1G REVENUE (Sales Tax Excluded)	**146,725.47**	**151,783.07**	**5,057.60**	**3.45%**	**$234.96**
Expenses						
Security Personnel		25,778.86	21,233.24	-4,545.62 (1).		
Attendant/Cashier Labor		25,407.34	17,815.82	-7,591.52 (2).		
Landscape Maintenance		918.67	918.67	0.00		
FP&L		3,067.37	3,067.37	0.00 (3).		
Revenue Control Equipment Maintenance		700.00	700.00	0.00		
Garage Cleaning/Maintenance		5,111.50	4,864.00	-247.50 (4).		
Armed Guard Revenue Pickup		517.18	420.00	-97.18		
Elevator Maintenance		1,936.44	2,592.67	656.23 (5).		
Surveillance System Maintenance		495.00	2,457.18	1,962.18 (6).		
	7th Street - 1G EXPENSES	**63,932.36**	**54,068.95**	**-9,863.41**	**-15.43%**	**$83.70**
	7th St. Estimated Debt Service	**59,500.00**	**59,500.00**	**0.00**	**0.00%**	**$92.11**
	7th St. PROFIT/(LOSS)	**23,293.11**	**38,214.12**	**14,921.01**	**64.06%**	**$59.15**
					Number of Spaces	**646**

Notes:
Generators for this garage are local workers, restaurants, hotels, construction, visitors to SOBE, local beach goers, restaurant patrons, and nightclub patrons.

(1). June 2003 Security Personnel represents charges over a five week period as opposed to a four week period in June 2004.

(2). June 2003 Attendant/Cashier Labor include charges for May 19 - 30, 2003 and June 2003.

(3). June 2004 FP&L invoices were unable to be obtained. Therefore, the figure shown is a previously established estimate.

(4). June 2003 Garage Cleaning/Maintenance figure reflects the regular service charge of $4,864 and $247.50 in additional services provided after Memorial Day Weekend.

(5). June 2004 Elevator Maintenance figure reflects the regular service charge of $985 and four additional service calls of $217, $108.50, $1065.17, and $217.

(6). June 2004 Surveillance System Maintenance figure reflects the regular service fee of $534.60 and an additional charge of $1922.58 for the labor and replacement cost of five new color cameras and lenses which include a one year warranty.

City of Miami Beach
Parking Department
Daily Revenue Report
7th Street Garage - 1G

June 2004

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Space Rental Goldman - No Tax	Daily Space Rental Other - Incl. Tax	Daily Revenue Including Tax
1	Tuesday	772	17:00 - 17:59	128	$387.50	$74.90	$ 2,636.00
2	Wednesday	658	15:00 - 15:59	111	$387.50	$74.90	2,104.07
3	Thursday	736	13:00 - 13:59	120	$387.50	$74.90	2,065.00
4	Friday	1,179	23:00 - 23:59	197	$387.50	$74.90	7,552.00
5	Saturday	1,970	16:00 - 16:59	287	$387.50	$74.90	11,821.00
6	Sunday	1,700	12:00 - 12:59	282	$387.50	$74.90	6,334.00
7	Monday	530	18:00 - 18:59	91	$387.50	$74.90	1,628.00
8	Tuesday	509	19:00 - 19:59	97	$387.50	$74.90	1,366.00
9	Wednesday	589	14:00 - 14:59	111	$387.50	$74.90	1,779.00
10	Thursday	640	14:00 - 14:59	106	$387.50	$74.90	1,844.00
11	Friday	1,286	23:00 - 23:59	256	$387.50	$74.90	8,800.00
12	Saturday	2,010	15:00 - 15:59	316	$387.50	$74.90	11,634.00
13	Sunday	1,811	17:00 - 17:59	290	$387.50	$74.90	7,464.00
14	Monday	619	15:00 - 15:59	102	$387.50	$74.90	1,797.00
15	Tuesday	628	17:00 - 17:59	105	$387.50	$74.90	1,991.00
16	Wednesday	788	13:00 - 13:59	139	$387.50	$74.90	2,410.00
17	Thursday	794	14:00 - 14:59	134	$387.50	$74.90	2,465.00
18	Friday	1,323	23:00 - 23:59	223	$387.50	$74.90	8,539.00
19	Saturday	1,951	23:00 - 23:59	268	$387.50	$74.90	11,866.00
20	Sunday	1,687	19:00 - 19:59	612	$387.50	$74.90	6,892.00
21 *	Monday	619	16:00 - 16:59	106	$387.50	$74.90	2,036.00
22	Tuesday	1,204	07:00 - 07:59	121	$387.50	$74.90	1,875.00
23	Wednesday	779	14:00 - 14:59	141	$387.50	$74.90	2,340.00
24	Thursday	915	13:00 - 13:59	154	$387.50	$74.90	2,825.00
25	Friday	1,360	23:00 - 23:59	223	$387.50	$74.90	9,158.00
26	Saturday	2,126	15:00 - 15:59	280	$387.50	$74.90	12,286.00
27	Sunday	1,937	00:00 - 00:59	304	$387.50	$74.90	7,772.00
28	Monday	709	16:00 - 16:59	125	$387.50	$74.90	2,167.00
29	Tuesday	686	14:00 - 14:59	120	$387.50	$74.90	1,939.00
30	Wednesday	773	14:00 - 14:59	148	$387.50	$74.90	2,337.07
	TOTAL	**33,288**			**$11,625.00**	**$2,247.00**	**$147,722.14**

TOTAL GROSS REVENUE	**$11,625.00**	**$2,247.00**	**$147,722.14**
SALES TAX	**0.00**	**147.00**	**9,664.07**
TOTAL NET REVENUE	**$11,625.00**	**$2,100.00**	**$138,058.07**

Monthly Budgeted Revenue Needed to Break Even - FY 03/04 (Includes Debt Service)		**$138,601.25**
Less Current Month Net Revenue		**$151,783.07**
Over/(Short)		**$13,181.82**
Monthly Space Rental		
Goldman Properties - 155	**$11,625.00** No tax included	
Other - 28	**$2,247.00** With tax	

Note:

* Values for Total Vehicle Entries, Peak Period, and Peak Vehicle Count were unable to be obtained for Monday, June 21, 2004. Therefore, the figures above are averages of the three other Mondays during June 2004.

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Lots - 5A - East and West
June 2004

LOCATION	ACCOUNTING CODE	2003 June	2004 June	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
17th Street Lots - 5A East & West						
Revenue						
Revenue-Ticket	480-8000-344515	107,680.68	120,878.55	13,197.87		
Revenue-Monthly Permits	480-8000-344596	15,720.00	17,940.00	2,220.00		
	17th Street Lots - 5A REVENUE (Sales Tax Excluded)	**123,400.68**	**138,818.55**	**15,417.87**	**12.49%**	**$274.34**
Expenses						
Security Personnel		2,172.81	883.44	-1,289.37 (1).		
Attendant/Cashier Labor		30,790.29	21,621.06	-9,169.23 (2).		
Revenue Control Equipment Maintenance		1,666.67	1,666.67	0.00		
Landscape Maintenance		502.67	502.67	0.00		
FP&L		391.48	391.48	0.00 (3).		
	17th St. Lots - 5A EXPENSES	**35,523.92**	**25,065.32**	**-10,458.60**	**-29.44%**	**$49.54**
	17th St. Lots - 5A PROFIT/(LOSS)	**87,876.76**	**113,753.23**	**25,876.47**	**29.45%**	**$224.81**
					Number of Spaces	**506**

Note:

(1). June 2003 Security Personnel represents charges over a five week period as opposed to a four week period in June 2004.

(2). June 2003 Attendant/Cashier Labor include charges for May 19 - 30, 2003 and June 2003.

(3). June 2004 FP&L invoices were unable to be obtained. Therefore, the figure shown is a previously established estimate.

City of Miami Beach
Parking Department
Day Revenue Report
17th Street Lots - 5A East and West **June 2004**

Date	Day	East Total Vehicle Entries	East Daily Ticket Revenue	West Total Vehicle Entries	West Daily Ticket Revenue	TOTAL Daily Ticket Revenue
1	Tuesday	769	$1,715.89	407	$781.31	$2,497.20
2	Wednesday	753	1,521.50	412	862.62	2,384.12
3	Thursday	782	2,069.16	381	1,067.29	3,136.45
4	Friday	908	3,008.41	499	1,878.50	4,886.91
5	Saturday	1,006	4,146.73	679	3,345.79	7,492.52
6	Sunday	796	1,894.39	559	966.36	2,860.75
7	Monday	719	1,411.21	340	558.88	1,970.09
8	Tuesday	746	1,628.97	420	842.99	2,471.96
9	Wednesday	877	3,064.49	879	2,670.09	5,734.58
10	Thursday	931	3,448.60	920	3,541.12	6,989.72
11	Friday	929	3,241.12	692	2,676.64	5,917.76
12	Saturday	968	3,785.05	764	3,476.64	7,261.69
13	Sunday	771	2,698.13	785	2,388.79	5,086.92
14	Monday	716	1,387.85	428	904.67	2,292.52
15	Tuesday	775	1,482.24	408	732.71	2,214.95
16	Wednesday	784	1,457.01	517	1,020.56	2,477.57
17	Thursday	768	1,974.77	415	1,099.07	3,073.84
18	Friday	971	3,610.28	535	2,062.62	5,672.90
19	Saturday	895	4,176.64	532	2,688.79	6,865.43
20	Sunday	814	2,579.44	532	1,640.19	4,219.63
21	Monday	731	1,391.59	328	652.34	2,043.93
22	Tuesday	722	1,543.93	416	788.79	2,332.72
23	Wednesday	771	1,481.31	429	803.74	2,285.05
24	Thursday	765	2,091.59	409	1,052.34	3,143.93
25	Friday	994	3,380.37	566	2,183.18	5,563.55
26	Saturday	961	4,280.37	746	3,548.60	7,828.97
27	Sunday	915	2,691.59	674	1,684.11	4,375.70
28	Monday	780	1,571.03	391	789.72	2,360.75
29	Tuesday	728	1,380.37	380	1,125.23	2,505.60
30	Wednesday	826	2,007.48	433	923.36	2,930.84
		24,871	**$72,121.51**	**15,876**	**$48,757.04**	**$120,878.55**
			MONTHLY PERMIT REVENUE			**$17,940.00**
			TOTAL NET REVENUE			**$138,818.55**

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
12th Street Garage - 2A
June 2004

LOCATION	ACCOUNTING CODE	2003 June	2004 June	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
12th Street Garage - 2A						
Revenue						
Revenue-Ticket	480-8000-344504	22,192.23	25,388.79	3,196.56		
Revenue-Monthly Permits	480-8000-344593	4,860.00	4,860.00	0.00		
	12th Street - 2A REVENUE (Sales Tax Excluded)	**27,052.23**	**30,248.79**	**3,196.56**	**11.82%**	**$225.74**
Expenses						
Security Personnel		10,302.50	8,230.11	-2,072.39 (1).		
Attendant/Cashier Labor		10,775.85	7,354.19	-3,421.66 (2).		
FP&L		108.54	108.54	0.00 (3).		
Elevator Maintenance		0.00	125.00	125.00 (4).		
Garage Cleaning/Maintenance		1,763.50	1,540.75	-222.75 (5).		
	12th Street - 2A EXPENSES	**22,950.39**	**17,358.59**	**-5,591.80**	**-24.36%**	**$129.54**
	12th Street - 2A PROFIT/(LOSS)	**4,101.84**	**12,890.20**	**8,788.36**	**214.25%**	**$96.20**
					Number of Spaces	**134**

Notes:
The 12th Street Garage achieves 16% of it revenue from permits, the balance is from transients arriving for court appearances, local workers, beachgoers, and nightclub patrons.

(1). June 2003 Security Personnel represents charges over a five week period as opposed to a four week period in June 2004.

(2). June 2003 Attendant/Cashier Labor include charges for May 19 - 30, 2003 and June 2003.

(3). June 2004 FP&L invoices were unable to be obtained. Therefore, the figure shown is a previously established estimate.

(4). The 12th Street Garage elevator was out of service during June 2003. Therefore, no service charge was incurred.

(5). June 2003 Garage Cleaning/Maintenance figure reflects the regular service charge of $1,285 and $478.50 in additional services provided after Memorial Day Weekend. June 2004 Garage Cleaning/Maintenance figure reflects the regular service charge of $1,285 and a charge of $255.75 for 31 additional hours of cleaning services.

City of Miami Beach
Parking Department
Daily Revenue Report
12th Street Garage - 2A

June 2004

Date	Day	CMB	Armor	P.O	Employee	Court	Best	Hand.	Other	Daily Tickets	TOTAL Entries	Daily Ticket Revenue
1	Tuesday	1	4	0	0	2	0	2	8	133	150	$616.82
2	Wednesday	0	3	0	0	1	0	0	28	107	139	482.24
3	Thursday	0	2	0	0	0	0	1	14	118	135	571.96
4	Friday	0	2	2	1	1	0	2	15	217	240	1,401.87
5	Saturday	2	2	0	0	0	0	2	2	205	213	1,596.26
6	Sunday	0	1	0	0	0	0	0	0	93	94	738.32
7	Monday	1	2	0	0	3	0	0	3	120	129	521.50
8	Tuesday	0	1	1	0	1	0	1	6	113	123	499.07
9	Wednesday	0	2	0	0	0	0	0	26	81	109	394.39
10	Thursday	0	3	2	0	0	0	0	4	151	160	723.36
11	Friday	0	4	1	0	3	0	3	5	207	223	1,388.79
12	Saturday	0	3	1	0	0	0	4	2	208	218	1,642.99
13	Sunday	0	1	0	0	0	0	0	0	150	151	1,192.52
14	Monday	0	2	0	0	2	0	2	1	120	127	568.22
15	Tuesday	0	1	2	0	3	0	0	6	111	123	525.23
16	Wednesday	1	3	2	0	0	0	2	19	115	142	517.76
17	Thursday	0	1	4	0	2	0	2	11	114	134	618.69
18	Friday	2	2	2	0	1	0	2	1	213	223	1,407.48
19	Saturday	0	2	0	0	0	0	3	1	173	179	1,351.40
20	Sunday	0	1	0	0	0	0	0	0	119	120	910.28
21	Monday	0	2	2	1	3	0	0	1	112	121	502.80
22	Tuesday	0	1	0	0	1	0	1	10	112	125	499.07
23	Wednesday	0	2	0	0	0	0	1	23	97	123	489.72
24	Thursday	2	1	0	0	0	0	0	7	136	146	745.79
25	Friday	2	2	1	0	0	0	5	2	194	206	1,274.77
26	Saturday	1	1	1	0	0	0	0	0	200	203	1,521.50
27	Sunday	0	0	0	0	0	0	0	0	140	140	1,042.99
28	Monday	0	1	0	0	3	0	3	1	118	126	566.36
29	Tuesday	2	0	0	1	0	0	0	12	117	132	601.87
30	Wednesday	0	1	0	0	0	0	3	23	103	130	474.77
	TOTAL	**14**	**53**	**21**	**3**	**26**	**0**	**39**	**231**	**4,197**	**4,584**	**$25,388.79**

MONTHLY PERMIT REVENUE	**$4,860.00**
TOTAL NET REVENUE	**$30,248.79**

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
13th Street Garage - 17A
June 2004

LOCATION	ACCOUNTING CODE	2003 June	2004 June	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
13th Street Garage - 17A						
Revenue						
Revenue-Ticket	480-8000-344566	43,317.00	46,663.54	3,346.54		
Revenue-Monthly Permits	480-8000-344527	8,580.00	9,120.00	540.00		
	13th Street - 17A REVENUE (Sales Tax Excluded)	**51,897.00**	**55,783.54**	**3,886.54**	**7.49%**	**$195.05**
Expenses						
Security Personnel		12,861.21	9,865.08	-2,996.13 (1).		
Attendant/Cashier Labor		21,779.99	15,144.77	-6,635.22 (2).		
Landscape Maintenance		216.67	216.67	0.00		
FP&L		1,404.98	1,404.98	0.00 (3).		
Revenue Control Equipment Maintenance		0.00	750.00	750.00		
Elevator Maintenance		0.00	170.00	170.00		
Armed Guard Revenue Pickup		517.18	420.00	-97.18		
Garage Cleaning/Maintenance		1,598.50	1,483.00	-115.50 (4).		
	13th Street - 17A EXPENSES	**38,378.53**	**29,454.50**	**-8,924.03**	**-23.25%**	**$102.99**
	13th Street - 17A PROFIT/(LOSS)	**13,518.47**	**26,329.04**	**12,810.57**	**94.76%**	**$92.06**
					Number of Spaces	**286**

Notes:

The 13th Street Garage achieves 15% of its revenue from permits, the balance is transient revenue. The generators are residents, local workers, construction, visitors to SOBE, beachgoers, and restaurant patrons.

(1). June 2003 Security Personnel represents charges over a five week period as opposed to a four week period in June 2004.

(2). June 2003 Attendant/Cashier Labor include charges for May 19 - 30, 2003 and June 2003.

(3). June 2004 FP&L invoices were unable to be obtained. Therefore, the figure shown is a previously established estimate.

(4). June 2003 Garage Cleaning/Maintenance figure reflects the regular service charge of $1,483 and $115.50 in additional services provided after Memorial Day Weekend. June 2004 Garage Cleaning/Maintenance figure reflects the regular service charge of $1,318 and a charge of $165 for 20 hours of pressure cleaning.

City of Miami Beach
Parking Department
Daily Revenue Report
13th Street Garage - 17A

June 2004

Date	Day	Residential Decals (Art Deco)	Monthly Permits	Handicap	City Vehicles	Standard Attendants	Armor Security	Best Maintenance	Daily Tickets	TOTAL Entries	Daily Ticket Revenue
1	Tuesday	42	90	2	5	4	3	0	177	323	$1,009.35
2	Wednesday	23	101	0	6	5	3	2	184	324	842.99
3	Thursday	21	91	1	4	8	2	0	238	365	981.31
4	Friday	23	96	1	2	7	4	0	323	456	1,966.36
5	Saturday	20	59	0	2	7	5	0	493	586	2,585.98
6	Sunday	17	54	2	2	5	4	0	384	468	2,171.96
7	Monday	24	85	0	1	6	3	0	159	278	967.29
8	Tuesday	24	86	1	1	5	2	0	166	285	881.31
9	Wednesday	18	92	1	2	5	3	0	159	280	900.93
10	Thursday	19	93	0	1	6	2	0	203	324	1,037.38
11	Friday	17	91	0	3	7	3	0	342	463	2,251.40
12	Saturday	16	51	1	2	3	5	0	474	552	2,323.36
13	Sunday	20	34	1	1	2	4	0	450	512	2,437.38
14	Monday	16	95	0	1	4	3	0	156	275	1,058.88
15	Tuesday	14	88	1	2	4	2	0	162	273	905.61
16	Wednesday	15	102	1	0	6	3	0	193	320	997.20
17	Thursday	13	96	0	1	5	2	0	207	324	930.84
18	Friday	16	81	1	1	5	3	0	113	220	1,882.24
19 *	Saturday	16	72	0	1	6	5	0	459	559	2,670.09
20	Sunday	16	42	0	1	4	5	0	409	477	2,244.86
21	Monday	14	89	0	0	5	3	0	206	317	1,141.12
22	Tuesday	15	90	1	0	5	2	0	177	290	900.00
23	Wednesday	12	99	1	0	3	3	0	256	374	1,153.27
24	Thursday	11	99	3	3	4	2	0	382	504	1,728.97
25	Friday	21	98	0	0	6	3	0	355	483	1,921.50
26	Saturday	20	55	3	0	4	3	0	453	538	2,375.70
27	Sunday	15	42	3	0	5	5	0	454	524	2,745.79
28	Monday	14	74	1	0	7	3	0	211	310	1,305.61
29	Tuesday	18	88	1	0	8	2	1	187	305	1,192.52
30	Wednesday	19	87	0	0	5	2	0	202	315	1,152.34
	TOTAL	**549**	**2,420**	**26**	**42**	**156**	**94**	**3**	**8,334**	**11,624**	**$46,663.54**
									MONTHLY PERMIT REVENUE		**$9,120.00**
									TOTAL NET REVENUE		**$55,783.54**

Note:
* Values for Daily Tickets & Total Entries were unable to be obtained for Saturday, June 19, 2004. Therefore, the figures above are averages of the three other Saturdays during June 2004.

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
16th Street - Anchor Garage
June 2004

LOCATION	ACCOUNTING CODE	June 2003 CMB Actual	June 2004 CMB Actual	2004 CMB Actual Over (Under) 2003 CMB Actual	Actual Percent Over (Under)	Revenue / Expense Per Space
16th Street - Anchor Garage						
Revenue						
Revenue-Ticket	463-8000-344911	0.00	74,747.67	74,747.67		
Revenue -Valet-Loew's	463-8000-344587	0.00	21,465.89	21,465.89		
Revenue-Valet-Royal Palm	463-8000-344587	0.00	266.36	266.36		
Revenue-Monthly Permits	463-8000-344903	0.00	29,100.00	29,100.00		
	16th St. - Anchor Garage REVENUE (Sales Tax Excluded)	**0.00**	**125,579.92**	**125,579.92**	**#DIV/0!**	**$156.39**
Expenses						
Security Personnel		0.00	15,641.13	15,641.13		
Attendant/Cashier Labor		0.00	16,116.40	16,116.40		
FP&L		0.00	3,800.00	3,800.00 (1).		
Revenue Control Equipment Maintenance		0.00	775.00	775.00		
Armed Guard Revenue Pickup		0.00	420.00	420.00		
Elevator Maintenance		0.00	1,206.47	1,206.47 (2).		
Landscape Maintenance		0.00	152.00	152.00		
Garage Cleaning/Maintenance		0.00	4,864.00	4,864.00		
Sanitation (Waste Removal)		0.00	179.01	179.01		
Fire Alarm Service		0.00	346.30	346.30 (3).		
	16th St. - Anchor Garage EXPENSES	**0.00**	**43,500.31**	**43,500.31**	**#DIV/0!**	**$54.17**
	16th St. Garage PROFIT/(LOSS)	**0.00**	**82,079.61**	**82,079.61**	**#DIV/0!**	**$102.22**
					Number of Spaces	**803**

Notes:
Garage contract awarded effective June 9, 2003.

(1). June 2004 FP&L invoice was unable to be obtained. Therefore, the figure shown is an estimate based on the budget.

(2). June 2004 Elevator Maintenace reflects the regular service charge of $1,097.97 and an additional service charge of $108.50.

(3). June 2004 Fire Alarm Service reflects the regular service charge of $250 and an additional service charge of $96.30 to replace cable damaged by a water leak.

City of Miami Beach
Parking Department
Daily Revenue Report
16th Street - Anchor Garage

June 2004

Date	Day	Total Vehicle Entries	Peak Period	Peak Vehicle Count	Daily Ticket Revenue
1	Tuesday	530	13:00 - 13:59	85	$1,872.90
2	Wednesday	544	16:00 - 16:59	111	1,186.92
3	Thursday	605	17:00 - 17:59	92	1,828.97
4	Friday	870	23:00 - 23:59	118	3,225.23
5	Saturday	979	23:00 - 23:59	141	5,328.97
6	Sunday	641	00:00 - 00:59	139	2,600.00
7	Monday	424	13:00 - 13:59	75	940.19
8	Tuesday	476	18:00 - 19:00	71	887.85
9	Wednesday	604	15:00 - 15:59	106	1,240.19
10	Thursday	827	14:00 - 14:59	139	2,749.53
11	Friday	904	23:00 - 23:59	119	4,135.51
12	Saturday	1,136	23:00 - 23:59	168	5,249.53
13	Sunday	684	00:00 - 00:59	149	2,842.99
14	Monday	510	18:00 - 18:59	72	1,112.15
15	Tuesday	477	16:00 - 16:59	76	1,146.73
16	Wednesday	505	14:00 - 14:59	80	1,232.71
17	Thursday	705	18:00 - 19:00	92	1,798.13
18	Friday	1,184	23:00 - 23:59	219	5,040.19
19	Saturday	1,028	23:00 - 23:59	150	5,603.74
20	Sunday	605	00:00 - 00:59	128	2,736.45
21	Monday	443	17:00 - 17:59	72	1,096.26
22	Tuesday	442	17:00 - 17:59	60	824.30
23	Wednesday	565	19:00 - 19:59	95	1,528.04
24	Thursday	613	13:00 - 13:59	80	1,614.02
25	Friday	817	18:00 - 18:59	104	3,430.84
26	Saturday	988	23:00 - 23:59	141	5,418.69
27	Sunday	833	15:00 - 15:59	138	3,595.33
28	Monday	597	18:00 - 18:59	84	1,753.27
29	Tuesday	653	18:00 - 18:59	109	1,623.36
30	Wednesday	598	18:00 - 18:59	94	1,104.68
	TOTAL	**20,787**			**$74,747.67**
	MONTHLY PERMIT REVENUE				**$29,100.00**
	VALET REVENUE				**$21,732.25**
	TOTAL NET REVENUE				**$125,579.92**

Note: Garage contract awarded effective June 9, 2003.

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
42nd Street Garage - 8A
June 2004

LOCATION	ACCOUNTING CODE	2003 June	2004 June	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
42nd St. Garage - 8A						
Revenue						
Revenue-Ticket	480-8000-344531	2,976.64	3,907.46	930.82		
Revenue-Monthly Permits	480-8000-344595	34,680.00	34,200.00	-480.00		
	42nd Street Garage- 8A REVENUE (Sales Tax Excluded)	**37,656.64**	**38,107.46**	**450.82**	**1.20%**	**$61.46**
Expenses						
Security Personnel		11,395.97	8,245.44	-3,150.53 (1).		
Attendant/Cashier Labor		4,430.24	3,195.09	-1,235.15 (2).		
FP&L		1,805.96	1,805.96	0.00 (3).		
Revenue Control Equipment Maintenance		0.00	0.00	0.00		
Elevator Maintenance		536.00	430.00	-106.00		
Landscape Maintenance		182.00	136.00	-46.00 (4).		
Garage Cleaning/Maintenance		1,285.00	1,796.50	511.50 (5).		
	42nd St. Garage - 8A EXPENSES	**19,635.17**	**15,608.99**	**-4,026.18**	**-20.50%**	**$25.18**
	42nd St. Garage PROFIT/(LOSS)	**18,021.47**	**22,498.47**	**4,477.00**	**24.84%**	**$36.29**
					Number of Spaces	**620**

Notes:
The primary users of this facility are monthly parkers engaged in local business.

(1). June 2003 Security Personnel represents charges over a five week period as opposed to a four week period in June 2004.

(2). June 2003 Attendant/Cashier Labor include charges for May 19 - 30, 2003 and June 2003.

(3). June 2004 FP&L invoices were unable to be obtained. Therefore, the figure shown is a previously established estimate.

(4). June 2003 Landscape Maintenance reflects a charge of $182 for irrigation repairs. June 2004 Landscape Maintenance reflects a charge of $136 for four hours of labor to replace a battery timer. The timer was under warranty. Therefore, no material charge was incurred.

(5). June 2004 Garage Cleaning/Maintenance reflects the regular service charge of $1,285 and an additional service charge of $511.50 for 62 additional hours of cleaning services.

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
June 2004

LOCATION	ACCOUNTING CODE	2004 June # of Meters	2003 June	2004 June	Increase/ (Decrease)	Percent of Increase/ (Decrease)
1X - (Washington - 4th & Lincoln) - On Street	480-8000-344501	291	50,921.17	46,876.24	(4044.93)	-7.94%
1A - (1st Street & Ocean Dr.) - Off Street	480-8000-344502	57	8,791.36	8,791.36		
1A - (1st Street & Ocean Dr.) - Attended	480-8000-344502	0	0.00	6,396.17		
Total		57	8,791.36	15,187.53	6396.17	72.76%
1B - (78 Washington Avenue) - Off Street	480-8000-344617	12	0.00	388.80	388.80	#DIV/0!
2X - (Washington - 5th & Lincoln) - On Street	480-8000-344503	370	53,452.07	53,333.15	(118.92)	-0.22%
2B - (6/7 & Meridian) - Off Street	480-8000-344505	22	486.97	174.63	(312.34)	-64.14%
3X - (Collins & Euclid Ave.) On Street	480-8000-344507	68	7,123.47	7,954.53	831.06	11.67%
4X - (Alton 7th St.- Dade Blvd.) - On Street	480-8000-344509	491	73,627.73	77,131.56	3503.83	4.76%
4B - (Alton & 20th St.-Purdy-Dade Blvd.) - On Street	480-8000-344511	213	10,485.60	12,792.26	2306.66	22.00%
4C - (West Ave & 17th St.) - Off Street	480-8000-344512	66	8,660.08	10,956.83	2296.75	26.52%
4D - (West Ave & Lincoln Rd.) - Off Street	480-8000-344513	30	2,696.27	2,894.03	197.76	7.33%
5C - (Convention Ctr. Dr. & 17th Street) - Off Street	480-8000-344517	85	2,056.11	1,855.21		
5C - (Convention Ctr. Dr. & 17th Street) - Attended	480-8000-344517	0	0.00	0.00		
Total		85	2,056.11	1,855.21	(200.90)	-9.77%
5F - (Meridian Ave & 18th Street) - Off Street	480-8000-344519	97	287.20	358.13		
5F - (Meridian Ave & 18th Street) - Attended	480-8000-344519	0	0.00	0.00		
Total		97	287.20	358.13	70.93	24.70%
5H - (19th Street & Meridian Ave) - Off Street	480-8000-344521	27	517.45	519.23	1.78	0.34%
5M - (17th & Meridian Ave) - Off Street	480-8000-344506	27	2,384.52	2,563.40	178.88	7.50%
5X - (Collins - 20th to 24th St) - On Street	480-8000-344522	236	18,492.22	25,021.92	6529.70	35.31%
6A - (22nd Street & Park)- Off Street	480-8000-344523	14	224.95	531.16	306.21	136.12%
6B - (Collins Ave & 21st Street) - Off Street	480-8000-344524	190	13,980.76	17,364.46		
6B - (Collins Ave & 21st Street) - Attended	480-8000-344524	0	0.00	0.00		
Total		190	13,980.76	17,364.46	3383.70	24.20%
7X - (Ocean - Biscayne - 15th St) - On Street	480-8000-344525	442	64,955.92	79,556.35	14600.43	22.48%
7A - (Collins Ave, 4th to 15th St) - On Street	480-8000-344526	591	133,481.14	131,657.12	(1824.02)	-1.37%
7C - (Collins Ave & 6th St) - Off Street	480-8000-344528	14	417.75	586.99		
7C - (Collins Ave & 6th St) - Attended	480-8000-344528	0	478.51	0.00		
Total		14	896.26	586.99	(309.27)	-34.51%
8X - (Pinetree-Alton - 40th to 42nd St) - On Street	480-8000-344530	386	18,523.55	15,517.50	(3006.05)	-16.23%
8A - (42nd Street Garage) - Off Street Meters	480-8000-344531	11	337.37	301.15	(36.22)	-10.74%
8B - (42nd Street & Royal Palm) - Off Street	480-8000-344532	173	3,042.65	2,953.90		
8B - (42nd Street & Royal Palm) - Attended	480-8000-344532	0	360.00	0.00		
Total		173	3,402.65	2,953.90	(448.75)	-13.19%
8C - (40/41 Street & Chase) - Off Street	480-8000-344533	88	1,354.71	1,010.77	(343.94)	-25.39%
8D - (47th Street & Pinetree) - Off Street	480-8000-344534	16	87.22	41.04	(46.18)	-52.95%
8E - (41st Street & Alton) - Off Street	480-8000-344535	40	1,393.55	2,056.39	662.84	47.56%
8F - (41st Street & Jefferson) - Off Street	480-8000-344536	30	482.14	389.64	(92.50)	-19.19%
9X - (Collins - 64th to 79th St) - On Street	480-8000-344537	527	22,997.65	38,640.55	15642.90	68.02%
9A - (Harding & 71st St) - Off Street	480-8000-344538	48	422.18	1,030.55	608.37	144.10%
9B - (72nd St. & Collins) - Off Street - Attended	480-8000-344539	0	0.00	10,172.92	10172.92	#DIV/0!
9C (Carlyle & 71st St) - Off Street	480-8000-344540	14	60.36	53.24	(7.12)	-11.80%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
June 2004

LOCATION	ACCOUNTING CODE	2004 June # of Meters	2003 June	2004 June	Increase/ (Decrease)	Percent of Increase/ (Decrease)
9D - (Collins & 76th St) - Off Street	480-8000-344541	33	782.02	1,130.16	348.14	44.52%
9E - (71st St. & Harding) - Off Street	480-8000-344542	31	160.88	917.77	756.89	470.47%
9F - (75th & Collins) - Off Street	480-8000-344543	106	3,355.39	6,583.14	3227.75	96.20%
10A - (Lincoln Lane & Lenox) - Off Street	480-8000-344544	70	10,256.42	12,867.08	2610.66	25.45%
10B - (Lincoln Lane & Michigan) - Lease	480-8000-344545	0	14,583.33	14,583.33		
10B - (Lincoln Lane & Michigan) - Attended	480-8000-344545	0	0.00	0.00		
Total		0	14,583.33	14,583.33	0.00	0.00%
10C - (Lincoln Lane & Meridian) - Off Street	480-8000-344546	141	23,730.70	30,648.56	6917.86	29.15%
10D - (Lincoln Lane & Jefferson - W) - Off Street	480-8000-344547	62	9,172.25	10,595.45	1423.20	15.52%
10E - (Lincoln Lane & Jefferson - E) - Off Street	480-8000-344548	19	2,999.45	3,473.63	474.18	15.81%
10F - (Lincoln Lane & Euclid) - Off Street	480-8000-344549	36	6,155.79	6,644.92	489.13	7.95%
10G - (Lincoln Lane & Michigan) - Off Street	480-8000-344550	21	2,527.81	3,346.83	819.02	32.40%
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	4,384.58	3,364.23		
12X - (Washington & 9th Street) - Attended	480-8000-344552	0	0.00	0.00		
Total		23	4,384.58	3,364.23	(1020.35)	-23.27%
13X - (Washington & 10th Street) - Off Street	480-8000-344553	33	5,594.38	5,213.08		
13X - (Washington & 10th Street) - Attended	480-8000-344553	0	0.00	0.00		
Total		33	5,594.38	5,213.08	(381.30)	-6.82%
15X - (16th to 18th East of Collins) - On Street	480-8000-344556	43	8,029.91	12,056.08	4026.17	50.14%
15A - (Washington, 17th to 20th) - On Street	480-8000-344557	91	10,703.54	13,551.96	2848.42	26.61%
15B - (Convention Center Drive) - On Street	480-8000-344558	46	2,443.41	2,836.22	392.81	16.08%
16X - (25th to 32nd, E of Collins) - On Street	480-8000-344559	78	6,530.31	7,462.58	932.27	14.28%
16A - (35th to 43rd, E of Collins) - On Street	480-8000-344560	117	7,923.39	8,971.85	1048.46	13.23%
16B - (Indian Crk Dr, 27th to 32nd) - On Street	480-8000-344561	219	4,707.80	5,971.76	1263.96	26.85%
16C - (Indian Crk - 33rd to 43rd) - On Street	480-8000-344562	230	9,004.25	9,680.87	676.62	7.51%
16D - (Collins Ave & 34th St) - Off Street	480-8000-344563	64	1,589.82	2,015.81		
16D - (Collins Ave & 34th St) - Attended	480-8000-344563	0	0.00	0.00		
Total		64	1,589.82	2,015.81	425.99	26.79%
16E - (Collins Ave & 35th St) - Off Street	480-8000-344564	72	2,845.90	3,301.59		
16E - (Collins Ave & 35th St) - Attended	480-8000-344564	0	0.00	0.00		
Total		72	2,845.90	3,301.59	455.69	16.01%
17X - (Collins & 13th Street) - Off Street	480-8000-344565	54	4,323.49	4,049.81		
17X - (Collins & 13th Street) - Attended	480-8000-344565	0	7,678.50	8,583.17		
Total		54	12,001.99	12,632.98	630.99	5.26%
18X - (Indian Crk & 65th St) - Off Street	480-8000-344567	53	241.60	288.21	46.61	19.29%
18A - (Collins & 64th St) - Off Street	480-8000-344568	67	2,952.81	8,000.13		
18A - (Collins & 64th St) - Attended	480-8000-344568	0	0.00	0.00		
Total		67	2,952.81	8,000.13	5047.32	170.93%
19X - (Collins & 46th Street) - Off Street	480-8000-344569	449	9,716.16	14,822.40		
19X - (Collins & 46th Street) - Attended	480-8000-344569	0	8,615.77	16,467.00		
Total		449	18,331.93	31,289.40	12957.47	70.68%
19A - (Collins & 46th Street) - On Street	480-8000-344570	19	1,254.51	1,219.41	(35.10)	-2.80%

CITY OF MIAMI BEACH
PARKING DEPARTMENT
ELECTRONIC METER REVENUE COMPARISON
June 2004

LOCATION	ACCOUNTING CODE	2004 June # of Meters	2003 June	2004 June	Increase/ (Decrease)	Percent of Increase/ (Decrease)
19B - (Collins & 53rd Street) - Off Street	480-8000-344571	158	1,494.30	2,469.87		
19B - (Collins & 53rd Street) - Attended	480-8000-344571	0	5,355.14	5,943.92		
Total		158	6,849.44	8,413.79	1564.35	22.84%
20X - (Collins Ave & 27th St) - Off Street	480-8000-344572	121	3,601.94	4,286.87		
20X - (Collins Ave & 27th St) - Attended	480-8000-344572	0	0.00	0.00		
Total	Total	121	3,601.94	4,286.87	684.93	19.02%
22X - (Carlyle & 72nd St) - Off Street	480-8000-344574	45	0.00	3.11	3.11	#DIV/0!
23X - (83rd & Abbott) - Off Street	480-8000-344575	25	8.86	115.79	106.93	1206.88%
24X - (Normandy Isle & Bay Dr) - On Street	480-8000-344576	102	3,681.15	3,416.85	(264.30)	-7.18%
24A - (Normandy Isle & Bay Dr) - Off Street	480-8000-344577	26	529.81	609.67	79.86	15.07%
24B - (Normandy Isle & Vendome) - Off Street	480-8000-344578	22	406.42	809.32	402.90	99.13%
24C - (Normandy Isle & Bay Rd S/S) - Off Street	480-8000-344579	33	331.59	1,177.73	846.14	255.18%
25X - (Bonita Drive & 71st St) - Off Street	480-8000-344580	15	341.75	417.80	76.05	22.25%
26X - (Collins, 79th to 87th Terr) - On Street	480-8000-344581	283	3,292.34	7,887.65	4595.31	139.58%
10X - (Lincoln Lane & Lenox - Off Street)	480-8000-344582	99	14,853.97	18,399.61		
10X - (Lincoln Lane & Lenox - Attended	480-8000-344582	0	0.00	0.00		
Total		99	14,853.97	18,399.61	3545.64	23.87%
26A - (Collins & 80th Street) - Off Street	480-8000-344584	62	696.91	817.16	120.25	17.25%
26B - (Collins & 84th Street) - Off Street	480-8000-344585	62	808.01	1,580.90	772.89	95.65%
4E (Purdy & 18th Street) - Off Street	480-8000-344586	39	3,392.29	4,025.21		
4E (Purdy & 18th Street) - Attended	480-8000-344586	0	1,867.29	3,269.16		
Total		39	5,259.58	7,294.37	2034.79	38.69%
8G - (40th Street & Royal Palm) - Off Street	480-8000-344592	43	1,630.84	2,370.28	739.44	45.34%
8H - (40th Street & Prairie) - Off Street	480-8000-344594	71	2,344.44	2,478.41	133.97	5.71%
26C - (Collins & 79th Street) - Off Street	480-8000-344600	34	311.67	567.10	255.43	81.96%
26D - (Collins & 83rd Street) - Off Street	480-8000-344601	95	255.16	539.52	284.36	111.44%
SLSP00 - (South Point Lot) - Off Street	480-8000-344602	108	5,481.76	9,647.58		
SLSP00 - (Southpoint Lot) - Attended	480-8000-344602	0	8,525.17	7,385.98		
Total		108	14,006.93	17,033.56	3026.63	21.61%
4th & Alton Lot - Off Street	480-8000-344604	21	663.45	57.50	(605.95)	-91.33%
4A - 1833 Bay Road - Off Street	480-8000-344608	0	0.00	0.00	0.00	#DIV/0!
7D - 10-11th & Collins (Lease)	480-8000-344529	0	3,500.00	3,500.00	0.00	0.00%
10H - (Lincoln Rd. So. & Lenox) - Off Street	480-8000-344611	0	0.00	0.00	0.00	#DIV/0!
14A - 16th Street & Washington (Lease)	480-8000-344555	0	14,583.33	14,583.33	0.00	0.00%
TOTAL		**8,317**	**$752,804.39**	**$874,878.53**	**$122,074.14**	**16.22%**

CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE: June 2004

VENDOR	$10	$25	$25 CARDS w/10% Discount $22.50	MACHINE SALES $ AMOUNT	REFUNDS	COLLECTOR CARDS $20	COLL. CARDS w/10% Discount $18	TOTALS
BAY SUPERMARKET	0	0	0			0	0	$0.00
BRIGHAM GARDENS	0	0	0			0	0	$0.00
D'VINE CYBER LOUNGE	0	0	0			0	0	$0.00
COMPASS MARKET	0	0	0			0	0	$0.00
CHAMBER OF COMMERCE	0	0	0			0	0	$0.00
CLEAN MACHINE	0	0	0			0	0	$0.00
FINANCE DEPARTMENT	0	65	90			0	0	$3,650.00
KOSHER WORLD	0	0	0			0	0	$0.00
LEE ANN DRUGS	0	0	50			0	0	$1,125.00
NEWS CAFE	0	0	0			0	0	$0.00
PARKING DEPT. - Customer Service	0	185	143		$0.00	0	0	$7,842.50
PARKING DEPT. - Garages	0	5	0			0	0	$125.00
PUBLIX SUPERMARKET	0	0	2440			0	0	$54,900.00
SUNSET CAFÉ	0	0	0			0	0	$0.00
BEACH BANK	0	0	0			0	0	$0.00
PARKING MACHINE - Cash	0	0	0	$1,540		0	0	$1,540.00
PARKING MACHINE - Credit	0	0	0	$3,125		0	0	$3,125.00
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**	**255**	**2,723**			**0**	**0**	**2,978**
TOTAL $ AMOUNT	**$0.00**	**$6,375.00**	**$61,267.50**	**$4,665.00**	**$0.00**	**$0.00**	**$0.00**	**$72,307.50**

CITY OF MIAMI BEACH
PARKING DEPARTMENT
DEBIT CARD REVENUE - YTD: October 2003 - June 2004

VENDOR	$10	$25	$25 CARDS w/10% Discount $22.50	MACHINE SALES $ AMOUNT	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	80			0	0	$1,800.00
CLEAN MACHINE	0	0	0			0	0	$0.00
FINANCE DEPARTMENT	0	621	651			0	0	$30,172.50
KOSHER WORLD	0	0	0			0	0	$0.00
LEE ANN DRUGS	0	0	355			0	0	$7,987.50
NEWS CAFE	0	0	80			0	0	$1,800.00
PARKING DEPT. - Customer Service	0	2248	1110		$0.00	0	0	$81,175.00
PARKING DEPT. - Garages	0	49	0			0	0	$1,225.00
PUBLIX SUPERMARKET	0	0	22,081			0	0	$496,822.50
SUNSET CAFÉ	0	0	6			0	0	$135.00
BEACH BANK	0	0	50			0	0	$1,125.00
PARKING MACHINE - Cash	0	0	0	$21,200.00		0	0	$21,200.00
PARKING MACHINE - Credit	0	0	0	$20,830.00		0	0	$20,830.00
ZELICK'S TOBACCO	0	0	87			0	0	$1,957.50
WOLFSONIAN	0	0	50			0	0	$1,125.00
SHEMTOV'S	0	0	0			0	0	$0.00
TOTAL # OF CARDS	**0**	**2,918**	**24,600**			**0**	**0**	**27,518**
TOTAL $ AMOUNT	**$0.00**	**$72,950.00**	**$553,500.00**	**$42,030.00**	**$0.00**	**$0.00**	**$0.00**	**$668,480.00**

CITY OF MIAMI BEACH
PARKING DEPARTMENT
MULTI -SPACE PARKING METER REVENUE COMPARISON

LOCATION	Number of Spaces	2002 June	2003 June	Increase/ (Decrease)	2004 June	Increase/ (Decrease)
Ocean Drive	47	$6.67	$12.29	84.26%	$11.76	-4.31%
777 17th Street	27	$0.00	$3.10	#DIV/0!	$3.16	1.94%

YEAR TO DATE REVENUE COMPARISON

LOCATION	Number of Spaces	Fiscal 2001/2002	Fiscal 2002/2003	Increase/ (Decrease)	Fiscal 2003/2004	Increase/ (Decrease)
Ocean Drive	47	$5.87	$9.61	63.71%	$10.97	14.15%
777 17th Street	27	$0.00	$2.87	#DIV/0!	$3.17	10.45%

Method of Payment Distribution Year to Date for All Collections

Currency	**67.36%**
Coin	**21.85%**
Credit Card	**10.79%**
Total	**100.00%**

Multispace meters were installed in January 2003. Fiscal year 2002 data has been included to show the effect on revenue of the multi-space meters versus the single-space meters.

The 777 17th Street Lot did not contain meters in May 2002.

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Garage - 2G

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
17th Street Garage - 2G														
Revenue-Ticket	480-8000-344583	126,299.54	162,005.37	140,671.96	158,906.54	210,057.03	154,691.53	127,139.34	153,750.35	114,394.40	0.00	0.00	0.00	1,347,916.06
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	0.00	0.00	0.00	56,700.00
Revenue-Monthly Permits	480-8000-344514	53,760.00	56,760.00	54,960.00	54,000.00	53,760.00	57,360.00	57,780.00	57,660.00	57,780.00	0.00	0.00	0.00	503,820.00
	17th St. - 2G REVENUE (Sales Tax Excluded)	186,359.54	225,065.37	201,931.96	219,206.54	270,117.03	218,351.53	191,219.34	217,710.35	178,474.40	0.00	0.00	0.00	1,908,436.06
Expenses														
Security Personnel		15,896.40	16,574.30	16,802.34	15,494.05	17,601.32	16,653.45	15,804.17	19,951.32	15,922.37	0.00	0.00	0.00	150,699.72
Attendant/Cashier Labor		41,511.91	48,342.11	40,772.36	36,234.53	52,732.42	40,835.62	45,314.47	46,946.34	44,991.49	0.00	0.00	0.00	397,681.25
FP&L		6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	0.00	0.00	0.00	58,260.51
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	0.00	0.00	0.00	15,000.03
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	0.00	0.00	0.00	3,780.00
Elevator Maintenance		738.00	613.00	613.00	800.50	613.00	613.00	425.00	425.00	30,453.50	0.00	0.00	0.00	35,294.00
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33	108.33	108.33	108.33	312.33	108.33	0.00	0.00	0.00	1,178.97
Garage Cleaning/Maintenance		5,331.08	5,331.08	5,331.08	5,331.08	5,331.08	5,331.08	5,331.08	5,421.08	5,696.08	0.00	0.00	0.00	48,434.72
	17th St. - 2G EXPENSES	72,145.78	79,528.88	72,187.17	66,528.55	84,946.21	72,101.54	75,543.11	81,616.13	105,731.83	0.00	0.00	0.00	710,329.20
	17th St. PROFIT/(LOSS)	114,213.76	145,536.49	129,744.79	152,677.99	185,170.82	146,249.99	115,676.23	136,094.22	72,742.57	0.00	0.00	0.00	1,198,106.86

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
17th St. Garage - 2G														
Revenue-Ticket	480-8000-344583	105,641.20	159,877.65	136,339.53	153,112.01	199,421.53	147,306.63	99,839.26	135,459.72	92,178.14	102,296.41	106,516.89	91,325.39	1,529,314.36
Revenue - Space Rental	480-8000-344583	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	75,600.00
Revenue-Monthly Permits	480-8000-344514	60,000.00	61,560.00	59,820.00	56,760.00	57,960.00	58,740.00	58,680.00	53,460.00	54,300.00	55,920.00	53,160.00	53,220.00	683,580.00
	17th St. - 2G REVENUE (Sales Tax Excluded)	171,941.20	227,737.65	202,459.53	216,172.01	263,681.53	212,346.63	164,819.26	195,219.72	152,778.14	164,516.41	165,976.89	150,845.39	2,288,494.36
Expenses														
Security Personnel		16,561.95	16,616.47	16,549.18	20,680.62	17,432.22	16,471.66	20,612.78	16,448.34	20,600.10	16,480.25	20,599.69	16,233.62	215,286.88
Attendant/Cashier Labor		33,192.78	56,286.32	36,137.49	39,265.13	48,329.64	37,381.35	32,521.25	34,321.57	59,870.88	35,809.78	34,812.81	42,009.65	489,938.65
FP&L		5,352.35	5,507.51	6,007.59	5,672.16	9,827.33	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	77,680.67
Revenue Control Equipment Maintanance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,860.67	1,666.67	1,666.67	1,851.67	1,666.67	20,379.04
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Elevator Maintenance		613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	6,376.75	13,119.75
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	1,299.96
Garage Cleaning/Maintenance		3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	5,331.08	5,331.08	5,578.58	5,331.08	5,331.08	5,331.08	51,985.98
	17th St. - 2G EXPENSES	61,304.26	84,607.48	64,891.44	71,815.09	81,786.37	66,523.58	67,843.68	65,673.56	95,428.13	66,937.50	70,314.97	78,619.49	875,745.55
	17th St. PROFIT/(LOSS)	110,636.94	143,130.17	137,568.09	144,356.92	181,895.16	145,823.05	96,975.58	129,546.16	57,350.01	97,578.91	95,661.92	72,225.90	1,412,748.81

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Garage - 2G

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
17th St. Garage - 2G														
Revenue-Ticket	480-8000-344583	105,641.20	159,877.65	136,339.53	153,112.01	199,421.53	147,306.63	99,839.26	135,459.72	92,178.14	102,296.41	106,516.89	91,325.39	1,529,314.36
Revenue - Space Rental	480-8000-344583	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	75,600.00
Revenue-Monthly Permits	480-8000-344514	60,000.00	61,560.00	59,820.00	56,760.00	57,960.00	58,740.00	58,680.00	53,460.00	54,300.00	55,920.00	53,160.00	53,220.00	683,580.00
	17th St. - 2G REVENUE (Sales Tax Excluded)	171,941.20	227,737.65	202,459.53	216,172.01	263,681.53	212,346.63	164,819.26	195,219.72	152,778.14	164,516.41	165,976.89	150,845.39	2,288,494.36
Expenses														
Security Personnel		16,561.95	16,616.47	16,549.18	20,680.62	17,432.22	16,471.66	20,612.78	16,448.34	20,600.10	16,480.25	20,599.69	16,233.62	215,286.88
Attendant/Cashier Labor		33,192.78	56,286.32	36,137.49	39,265.13	48,329.64	37,381.35	32,521.25	34,321.57	59,870.88	35,809.78	34,812.81	42,009.65	489,938.65
FP&L		5,352.35	5,507.51	6,007.59	5,672.16	9,827.33	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	6,473.39	77,680.67
Revenue Control Equipment Maintanance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,860.67	1,666.67	1,666.67	1,851.67	1,666.67	20,379.04
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Elevator Maintenance		613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	613.00	6,376.75	13,119.75
Landscape and Lot Maintenance		108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	1,299.96
Garage Cleaning/Maintenance		3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	3,292.00	5,331.08	5,331.08	5,578.58	5,331.08	5,331.08	5,331.08	51,985.98
	17th St. - 2G EXPENSES	61,304.26	84,607.48	64,891.44	71,815.09	81,786.37	66,523.58	67,843.68	65,673.56	95,428.13	66,937.50	70,314.97	78,619.49	875,745.55
	17th St. PROFIT/(LOSS)	110,636.94	143,130.17	137,568.09	144,356.92	181,895.16	145,823.05	96,975.58	129,546.16	57,350.01	97,578.91	95,661.92	72,225.90	1,412,748.81

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. - 2G 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. - 2G 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

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7/9/2004

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
7th Street Garage - 1G

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
7th Street Garage - 1G														
Revenue-Ticket	142-8000-344404	139,529.56	139,842.06	130,241.12	167,042.06	164,871.96	219,217.76	169,714.95	173,072.90	138,058.07	0.00	0.00	0.00	1,441,590.44
Revenue-Monthly Permits	142-8000-344404	13,050.00	13,237.50	13,462.50	13,500.00	13,800.00	13,725.00	13,725.00	13,350.00	13,725.00	0.00	0.00	0.00	121,575.00
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	152,579.56	153,079.56	143,703.62	180,542.06	178,671.96	232,942.76	183,439.95	186,422.90	151,783.07	0.00	0.00	0.00	1,563,165.44
Expenses														
Security		21,049.40	21,816.06	24,181.09	21,727.10	20,960.22	23,119.75	21,349.80	28,211.80	21,233.24	0.00	0.00	0.00	203,648.46
Attendant/Cashier Labor		17,797.52	17,668.48	17,422.60	17,959.47	17,642.05	18,282.80	17,863.50	17,748.27	17,815.82	0.00	0.00	0.00	160,200.51
Landscape Maintenance		918.67	1,114.00	918.67	918.67	848.00	918.67	918.67	918.67	918.67	0.00	0.00	0.00	8,392.69
FP&L		3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	0.00	0.00	0.00	27,606.33
Revenue Control Equipment Maintenance		700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	0.00	0.00	0.00	6,300.00
Garage Cleaning/Maintenance		4,864.00	4,699.00	4,765.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	0.00	0.00	0.00	43,512.00
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	0.00	0.00	0.00	3,780.00
Elevator Maintenance		1,729.00	1,202.00	2,271.50	985.00	1,460.42	985.00	1,202.00	2,817.42	2,592.67	0.00	0.00	0.00	15,245.01
Surveillance System Maintenance		534.60	534.60	744.60	534.60	534.60	534.60	534.60	534.60	2,457.18	0.00	0.00	0.00	6,943.98
	7th St. Garage - 1G EXPENSES	51,080.56	51,221.51	54,490.83	51,176.21	50,496.66	52,892.19	50,919.94	59,282.13	54,068.95	0.00	0.00	0.00	475,628.98
	7th St. - 1G Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	0.00	0.00	0.00	535,500.00
	7th St. - 1G PROFIT/(LOSS)	41,999.00	42,358.05	29,712.79	69,865.85	68,675.30	120,550.57	73,020.01	67,640.77	38,214.12	0.00	0.00	0.00	552,036.46

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
7th Street Garage - 1G														
Revenue-Ticket	142-8000-344404	136,186.19	137,501.35	140,246.61	148,182.44	153,858.76	221,547.82	161,549.46	174,847.57	133,750.47	164,101.85	178,871.59	120,362.30	1,871,006.41
Revenue-Monthly Permits	142-8000-344404	13,125.00	13,125.00	13,125.00	13,125.00	13,125.00	13,050.00	13,050.00	13,050.00	12,975.00	13,050.00	13,200.00	13,200.00	157,200.00
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	149,311.19	150,626.35	153,371.61	161,307.44	166,983.76	234,597.82	174,599.46	187,897.57	146,725.47	177,151.85	192,071.59	133,562.30	2,028,206.41
Expenses														
Security		21,087.06	20,743.70	20,245.12	26,257.88	21,150.87	21,933.85	26,125.51	22,612.39	25,778.86	21,024.44	27,128.97	21,014.42	275,103.07
Attendant/Cashier Labor		16,755.52	25,273.02	16,806.12	17,276.43	16,664.70	17,694.64	16,755.04	16,893.83	25,407.34	16,835.01	17,385.71	17,618.06	221,365.42
Landscape Maintenance		984.00	984.00	984.00	984.00	984.00	984.00	918.67	1,067.67	918.67	10,438.67	7,363.67	918.67	27,530.02
FP&L		2,667.70	2,747.44	2,709.51	2,462.61	4,749.59	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	36,808.44
Revenue Control Equipment Maintenance		700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	8,400.00
Garage Cleaning/Maintenance		4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	5,111.50	4,864.00	4,864.00	4,864.00	58,615.50
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Elevator Maintenance		985.00	985.00	985.00	985.00	985.00	985.00	1,180.88	1,264.84	1,936.44	1,180.88	1,180.88	1,295.00	13,948.92
Surveillance System Maintenance		437.00	437.00	437.00	437.00	437.00	437.00	495.00	495.00	495.00	1,855.00	580.00	2,810.60	9,352.60
	7th St. Garage - 1G EXPENSES	48,997.46	57,251.34	48,247.93	54,484.10	51,052.34	51,183.04	54,623.65	51,482.28	63,932.36	60,420.37	62,795.60	52,708.12	657,178.59
	7th St. - 1G Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	714,000.00
	7th St. - 1G PROFIT/(LOSS)	40,813.73	33,875.01	45,623.68	47,323.34	56,431.42	123,914.78	60,475.81	76,915.29	23,293.11	57,231.48	69,775.99	21,354.18	657,027.82

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07/30/2004

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
7th Street Garage - 1G

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
7th Street Garage - 1G														
Revenue-Ticket	142-8000-344404	136,186.19	137,501.35	140,246.61	148,182.44	153,858.76	221,547.82	161,549.46	174,847.57	133,750.47	164,101.85	178,871.59	120,362.30	1,871,006.41
Revenue-Monthly Permits	142-8000-344404	13,125.00	13,125.00	13,125.00	13,125.00	13,125.00	13,050.00	13,050.00	13,050.00	12,975.00	13,050.00	13,200.00	13,200.00	157,200.00
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	149,311.19	150,626.35	153,371.61	161,307.44	166,983.76	234,597.82	174,599.46	187,897.57	146,725.47	177,151.85	192,071.59	133,562.30	2,028,206.41
Expenses														
Security		21,087.06	20,743.70	20,245.12	26,257.88	21,150.87	21,933.85	26,125.51	22,612.39	25,778.86	21,024.44	27,128.97	21,014.42	275,103.07
Attendant/Cashier Labor		16,755.52	25,273.02	16,806.12	17,276.43	16,664.70	17,694.64	16,755.04	16,893.83	25,407.34	16,835.01	17,385.71	17,618.06	221,365.42
Landscape Maintenance		984.00	984.00	984.00	984.00	984.00	984.00	918.67	1,067.67	918.67	10,438.67	7,363.67	918.67	27,530.02
FP&L		2,667.70	2,747.44	2,709.51	2,462.61	4,749.59	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	3,067.37	36,808.44
Revenue Control Equipment Maintenance		700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	8,400.00
Garage Cleaning/Maintenance		4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	4,864.00	5,111.50	4,864.00	4,864.00	4,864.00	58,615.50
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Elevator Maintenance		985.00	985.00	985.00	985.00	985.00	985.00	1,180.88	1,264.84	1,936.44	1,180.88	1,180.88	1,295.00	13,948.92
Surveillance System Maintenance		437.00	437.00	437.00	437.00	437.00	437.00	495.00	495.00	495.00	1,855.00	580.00	2,810.60	9,352.60
	7th St. Garage - 1G EXPENSES	48,997.46	57,251.34	48,247.93	54,484.10	51,052.34	51,183.04	54,623.65	51,482.28	63,932.36	60,420.37	62,795.60	52,708.12	657,178.59
	7th St. - 1G Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	714,000.00
	7th St. - 1G PROFIT/(LOSS)	40,813.73	33,875.01	45,623.68	47,323.34	56,431.42	123,914.78	60,475.81	76,915.29	23,293.11	57,231.48	69,775.99	21,354.18	657,027.82

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 Street 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 Street Garage - 1G 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		3,153.94	2,589.76	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. Garage - 1G 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 St. - 1G Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	714,000.00
	7th St. - 1G PROFIT/(LOSS)	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

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Lots - 5A East and West

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
17th Street Lots - 5A East and West														
Revenue-Ticket	480-8000-344515	123,301.93	135,390.66	142,474.77	153,204.65	157,831.80	163,559.82	141,769.18	149,018.68	120,878.55	0.00	0.00	0.00	1,287,430.04
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue-Monthly Permits	480-8000-344596	16,800.00	18,360.00	15,960.00	16,200.00	15,660.00	15,660.00	16,560.00	16,800.00	17,940.00	0.00	0.00	0.00	149,940.00
	17th Lots - 5A REVENUE (Sales Tax Excluded)	140,101.93	153,750.66	158,434.77	169,404.65	173,491.80	179,219.82	158,329.18	165,818.68	138,818.55	0.00	0.00	0.00	1,437,370.04
Expenses														
Security Personnel		1,404.71	738.66	880.37	662.58	1,319.03	883.44	953.99	1,128.84	883.44	0.00	0.00	0.00	8,855.06
Attendant/Cashier Labor		20,826.85	24,230.94	20,510.75	20,463.71	23,729.34	22,161.85	21,289.27	22,812.35	21,621.06	0.00	0.00	0.00	197,646.12
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	0.00	0.00	0.00	15,000.03
Landscape and Lot Maintenance		502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	0.00	0.00	0.00	4,524.03
FP&L		391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	391.48	0.00	0.00	0.00	3,523.32
	17th Lots - 5A EXPENSES	24,792.38	27,530.42	23,951.94	23,687.11	27,609.19	25,606.11	24,804.08	26,502.01	25,065.32	0.00	0.00	0.00	229,548.56
	17th Lots PROFIT/(LOSS)	115,309.55	126,220.24	134,482.83	145,717.54	145,882.61	153,613.71	133,525.10	139,316.67	113,753.23	0.00	0.00	0.00	1,207,821.48

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
17th Street Lots - 5A East and West														
Revenue-Ticket	480-8000-344515	105,889.88	120,891.93	120,890.56	132,337.75	139,792.51	139,949.44	111,002.09	127,300.47	107,680.68	111,796.59	110,433.27	99,008.57	1,426,973.74
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue-Monthly Permits	480-8000-344596	17,820.00	18,120.00	17,700.00	18,360.00	16,500.00	17,700.00	16,560.00	18,840.00	15,720.00	15,900.00	16,560.00	16,980.00	206,760.00
	17th Lots - 5A REVENUE (Sales Tax Excluded)	123,709.88	139,011.93	138,590.56	150,697.75	156,292.51	157,649.44	127,562.09	146,140.47	123,400.68	127,696.59	126,993.27	115,988.57	1,633,733.74
Expenses														
Security Personnel		1,883.74	1,884.70	1,797.93	2,334.72	1,591.97	1,750.52	2,157.89	1,786.10	2,172.81	1,743.98	1,863.20	1,687.74	22,655.30
Attendant/Cashier Labor		17,939.85	30,340.05	19,183.60	21,628.82	22,409.89	20,603.96	18,238.36	18,745.80	30,790.29	17,290.61	17,265.92	20,813.79	255,250.94
Revenue Control Equipment Maintenance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,860.67	1,666.67	1,831.67	1,666.67	1,666.67	20,359.04
Landscape and Lot Maintenance		502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	6,032.04
FP&L		386.87	350.40	332.23	322.18	565.72	391.48	391.48	391.48	391.48	391.48	391.48	391.48	4,697.76
	17th Lots - 5A EXPENSES	22,379.80	34,744.49	23,483.10	26,455.06	26,736.92	24,915.30	22,957.07	23,286.72	35,523.92	21,760.41	21,689.94	25,062.35	308,995.08
	17th Lots PROFIT/(LOSS)	101,330.08	104,267.44	115,107.46	124,242.69	129,555.59	132,734.14	104,605.02	122,853.75	87,876.76	105,936.18	105,303.33	90,926.22	1,324,738.66

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CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Lots - 5A East and West

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
17th Street Lots - 5A East and West														
Revenue-Ticket	480-8000-344515	105,889.88	120,891.93	120,890.56	132,337.75	139,792.51	139,949.44	111,002.09	127,300.47	107,680.68	111,796.59	110,433.27	99,008.57	1,426,973.74
Revenue-Valet	480-8000-344515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue-Monthly Permits	480-8000-344596	17,820.00	18,120.00	17,700.00	18,360.00	16,500.00	17,700.00	16,560.00	18,840.00	15,720.00	15,900.00	16,560.00	16,980.00	206,760.00
	17th Lots - 5A REVENUE (Sales Tax Excluded)	123,709.88	139,011.93	138,590.56	150,697.75	156,292.51	157,649.44	127,562.09	146,140.47	123,400.68	127,696.59	126,993.27	115,988.57	1,633,733.74
Expenses														
Security Personnel		1,883.74	1,884.70	1,797.93	2,334.72	1,591.97	1,750.52	2,157.89	1,786.10	2,172.81	1,743.98	1,863.20	1,687.74	22,655.30
Attendant/Cashier Labor		17,939.85	30,340.05	19,183.60	21,628.82	22,409.89	20,603.96	18,238.36	18,745.80	30,790.29	17,290.61	17,265.92	20,813.79	255,250.94
Revenue Control Equipment Maintenance		1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,860.67	1,666.67	1,831.67	1,666.67	1,666.67	20,359.04
Landscape and Lot Maintenance		502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	502.67	6,032.04
FP&L		386.87	350.40	332.23	322.18	565.72	391.48	391.48	391.48	391.48	391.48	391.48	391.48	4,697.76
	17th Lots - 5A EXPENSES	22,379.80	34,744.49	23,483.10	26,455.06	26,736.92	24,915.30	22,957.07	23,286.72	35,523.92	21,760.41	21,689.94	25,062.35	308,995.08
	17th Lots PROFIT/(LOSS)	101,330.08	104,267.44	115,107.46	124,242.69	129,555.59	132,734.14	104,605.02	122,853.75	87,876.76	105,936.18	105,303.33	90,926.22	1,324,738.66

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 Street Lots - 5A East and West														
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 Lots - 5A 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 Lots - 5A 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 Lots 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
PROFIT & LOSS STATEMENT
12th Street Garage - 2A

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
12th Street Garage - 2A														
Revenue-Ticket	480-8000-344504	26,360.74	25,345.79	24,450.45	29,463.54	29,428.03	38,480.37	31,798.13	32,760.77	25,388.79	0.00	0.00	0.00	263,476.61
Revenue-Monthly Permits	480-8000-344593	5,220.00	5,100.00	5,040.00	4,740.00	4,740.00	4,800.00	4,920.00	4,860.00	4,860.00	0.00	0.00	0.00	44,280.00
	12th St. - 2A REVENUE (Sales Tax Excluded)	31,580.74	30,445.79	29,490.45	34,203.54	34,168.03	43,280.37	36,718.13	37,620.77	30,248.79	0.00	0.00	0.00	307,756.61
Expenses														
Security Personnel		8,219.46	8,844.80	9,107.41	8,233.17	10,306.80	8,013.11	8,245.44	10,395.76	8,230.11	0.00	0.00	0.00	79,596.06
Attendant/Cashier Labor		7,247.08	7,241.85	7,200.05	7,215.73	7,184.37	7,226.18	7,210.50	7,602.38	7,354.19	0.00	0.00	0.00	65,482.33
FP&L		108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	108.54	0.00	0.00	0.00	976.86
Elevator Maintenance		125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	0.00	0.00	0.00	1,125.00
Garage Cleaning/Maintenance		1,540.75	1,532.50	1,540.75	1,540.75	1,524.25	1,540.75	1,532.50	1,532.50	1,540.75	0.00	0.00	0.00	13,825.50
	12th St. - 2A EXPENSES	17,240.83	17,852.69	18,081.75	17,223.19	19,248.96	17,013.58	17,221.98	19,764.18	17,358.59	0.00	0.00	0.00	161,005.75
	12th St. - 2A PROFIT/(LOSS)	14,339.91	12,593.10	11,408.70	16,980.35	14,919.07	26,266.79	19,496.15	17,856.59	12,890.20	0.00	0.00	0.00	146,750.86

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
12th Street Garage - 2A														
Revenue-Ticket	480-8000-344504	23,808.81	26,646.02	27,241.35	27,276.87	28,087.39	39,739.49	29,315.86	33,756.05	22,192.23	30,702.84	31,246.72	22,452.33	342,465.96
Revenue-Monthly Permits	480-8000-344593	5,340.00	5,520.00	5,220.00	4,860.00	4,920.00	5,100.00	5,040.00	4,920.00	4,860.00	5,220.00	5,400.00	5,400.00	61,800.00
	12th St. - 2A REVENUE (Sales Tax Excluded)	29,148.81	32,166.02	32,461.35	32,136.87	33,007.39	44,839.49	34,355.86	38,676.05	27,052.23	35,922.84	36,646.72	27,852.33	404,265.96
Expenses														
Security Personnel		8,245.44	8,232.15	8,235.63	10,779.20	8,166.92	8,233.17	10,238.91	8,237.06	10,302.50	8,241.55	10,299.64	8,252.59	107,464.76
Attendant/Cashier Labor		7,054.55	10,280.84	6,892.87	7,315.74	6,912.77	7,052.06	6,810.78	6,945.10	10,775.85	7,497.33	7,173.01	7,672.92	92,383.82
FP&L		102.79	81.67	98.93	90.60	168.69	108.54	108.54	108.54	108.54	108.54	108.54	108.54	1,302.46
Elevator Maintenance		125.00	125.00	125.00	125.00	125.00	125.00	0.00	0.00	0.00	0.00	166.67	125.00	1,041.67
Garage Cleaning/Maintenance		1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,557.25	1,532.50	1,763.50	1,540.75	1,540.75	1,532.50	19,101.75
	12th St. - 2A EXPENSES	17,133.53	20,325.41	16,958.18	19,916.29	16,979.13	17,124.52	18,715.48	16,823.20	22,950.39	17,388.17	19,288.61	17,691.55	221,294.46
	12th St. - 2A PROFIT/(LOSS)	12,015.28	11,840.61	15,503.17	12,220.58	16,028.26	27,714.97	15,640.38	21,852.85	4,101.84	18,534.67	17,358.11	10,160.78	182,971.50

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7/9/2004

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
12th Street Garage - 2A

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
12th Street Garage - 2A														
Revenue-Ticket	480-8000-344504	23,808.81	26,646.02	27,241.35	27,276.87	28,087.39	39,739.49	29,315.86	33,756.05	22,192.23	30,702.84	31,246.72	22,452.33	342,465.96
Revenue-Monthly Permits	480-8000-344593	5,340.00	5,520.00	5,220.00	4,860.00	4,920.00	5,100.00	5,040.00	4,920.00	4,860.00	5,220.00	5,400.00	5,400.00	61,800.00
	12th St. - 2A REVENUE (Sales Tax Excluded)	29,148.81	32,166.02	32,461.35	32,136.87	33,007.39	44,839.49	34,355.86	38,676.05	27,052.23	35,922.84	36,646.72	27,852.33	404,265.96
Expenses														
Security Personnel		8,245.44	8,232.15	8,235.63	10,779.20	8,166.92	8,233.17	10,238.91	8,237.06	10,302.50	8,241.55	10,299.64	8,252.59	107,464.76
Attendant/Cashier Labor		7,054.55	10,280.84	6,892.87	7,315.74	6,912.77	7,052.06	6,810.78	6,945.10	10,775.85	7,497.33	7,173.01	7,672.92	92,383.82
FP&L		102.79	81.67	98.93	90.60	168.69	108.54	108.54	108.54	108.54	108.54	108.54	108.54	1,302.46
Elevator Maintenance		125.00	125.00	125.00	125.00	125.00	125.00	0.00	0.00	0.00	0.00	166.67	125.00	1,041.67
Garage Cleaning/Maintenance		1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,605.75	1,557.25	1,532.50	1,763.50	1,540.75	1,540.75	1,532.50	19,101.75
	12th St. - 2A EXPENSES	17,133.53	20,325.41	16,958.18	19,916.29	16,979.13	17,124.52	18,715.48	16,823.20	22,950.39	17,388.17	19,288.61	17,691.55	221,294.46
	12th St. - 2A PROFIT/(LOSS)	12,015.28	11,840.61	15,503.17	12,220.58	16,028.26	27,714.97	15,640.38	21,852.85	4,101.84	18,534.67	17,358.11	10,160.78	182,971.50

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 Street 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. - 2A 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. - 2A 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. - 2A 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
PROFIT & LOSS STATEMENT
13th Street Garage - 17A

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
13th Street Garage - 17A														
Revenue-Ticket	480-8000-344566	48,388.34	47,130.86	40,100.44	50,649.52	53,792.55	66,648.56	57,641.13	54,078.51	46,663.54	0.00	0.00	0.00	465,093.45
Revenue-Monthly Permits	480-8000-344527	7,740.00	7,680.00	8,520.00	8,100.00	8,580.00	8,280.00	7,500.00	8,460.00	9,120.00	0.00	0.00	0.00	73,980.00
	13th St. - 17A REVENUE (Sales Tax Excluded)	56,128.34	54,810.86	48,620.44	58,749.52	62,372.55	74,928.56	65,141.13	62,538.51	55,783.54	0.00	0.00	0.00	539,073.45
Expenses														
Security Personnel		9,865.08	10,533.80	10,736.25	8,648.94	9,770.00	9,855.68	9,779.19	12,638.10	9,865.08	0.00	0.00	0.00	91,692.12
Attendant/Cashier Labor		15,303.89	15,397.71	15,269.80	15,170.25	15,470.86	15,516.07	15,327.27	15,273.85	15,144.77	0.00	0.00	0.00	137,874.47
Landscape Maintenance		216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	0.00	0.00	0.00	1,950.03
FP&L		1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	0.00	0.00	0.00	12,644.82
Revenue Control Equipment Maintenance		0.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	0.00	0.00	0.00	6,000.00
Elevator Maintenance		737.00	312.00	312.00	312.00	312.00	312.00	170.00	467.18	170.00	0.00	0.00	0.00	3,104.18
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	0.00	0.00	0.00	3,780.00
Garage Cleaning/Maintenance		1,450.00	1,450.00	1,483.00	1,450.00	1,450.00	1,483.00	1,318.00	1,318.00	1,483.00	0.00	0.00	0.00	12,885.00
	13th St. - 17A EXPENSES	29,397.62	30,485.16	30,592.70	28,372.84	29,794.51	29,958.40	29,386.11	32,488.78	29,454.50	0.00	0.00	0.00	269,930.62
	13th St. -17A PROFIT/(LOSS)	26,730.72	24,325.70	18,027.74	30,376.68	32,578.04	44,970.16	35,755.02	30,049.73	26,329.04	0.00	0.00	0.00	269,142.83

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
13th Street Garage - 17A														
Revenue-Ticket	480-8000-344566	44,400.00	45,402.69	45,391.52	51,063.89	53,442.14	67,925.37	52,972.45	49,388.78	43,317.00	47,741.10	52,219.62	39,794.83	593,059.39
Revenue-Monthly Permits	480-8000-344527	8,280.00	8,640.00	8,100.00	7,320.00	7,380.00	7,620.00	7,860.00	8,520.00	8,580.00	8,280.00	7,800.00	7,800.00	96,180.00
	13th St. - 17A REVENUE (Sales Tax Excluded)	52,680.00	54,042.69	53,491.52	58,383.89	60,822.14	75,545.37	60,832.45	57,908.78	51,897.00	56,021.10	60,019.62	47,594.83	689,239.39
Expenses														
Security Personnel		10,242.93	10,602.13	10,541.72	13,658.91	10,514.70	10,220.71	12,820.10	10,737.48	12,861.21	10,423.37	13,306.82	10,177.97	136,108.05
Attendant/Cashier Labor		14,601.28	21,909.69	14,624.04	15,326.91	14,675.83	14,744.77	14,598.18	14,460.50	21,779.99	14,556.50	14,996.27	15,185.54	191,459.50
Landscape Maintenance		216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	2,600.04
FP&L		1,150.96	1,172.72	1,276.13	1,245.87	2,179.24	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	16,859.78
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	239.00	0.00	30.00	0.00	0.00	269.00
Elevator Maintenance		304.00	304.00	304.00	304.00	304.00	304.00	0.00	0.00	0.00	312.00	624.00	3,139.50	5,899.50
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Garage Cleaning/Maintenance		1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,450.00	1,598.50	1,450.00	1,450.00	1,483.00	17,812.50
	13th St. - 17A EXPENSES	28,516.02	36,205.39	28,962.74	32,752.54	29,890.62	28,891.31	31,040.11	29,025.81	38,378.53	28,848.52	32,523.74	32,027.66	377,062.99
	13th St. -17A PROFIT/(LOSS)	24,163.98	17,837.30	24,528.78	25,631.35	30,931.52	46,654.06	29,792.34	28,882.97	13,518.47	27,172.58	27,495.88	15,567.17	312,176.40

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
13th Street Garage - 17A

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
13th Street Garage - 17A														
Revenue-Ticket	480-8000-344566	44,400.00	45,402.69	45,391.52	51,063.89	53,442.14	67,925.37	52,972.45	49,388.78	43,317.00	47,741.10	52,219.62	39,794.83	593,059.39
Revenue-Monthly Permits	480-8000-344527	8,280.00	8,640.00	8,100.00	7,320.00	7,380.00	7,620.00	7,860.00	8,520.00	8,580.00	8,280.00	7,800.00	7,800.00	96,180.00
	13th St. - 17A REVENUE (Sales Tax Excluded)	52,680.00	54,042.69	53,491.52	58,383.89	60,822.14	75,545.37	60,832.45	57,908.78	51,897.00	56,021.10	60,019.62	47,594.83	689,239.39
Expenses														
Security Personnel		10,242.93	10,602.13	10,541.72	13,658.91	10,514.70	10,220.71	12,820.10	10,737.48	12,861.21	10,423.37	13,306.82	10,177.97	136,108.05
Attendant/Cashier Labor		14,601.28	21,909.69	14,624.04	15,326.91	14,675.83	14,744.77	14,598.18	14,460.50	21,779.99	14,556.50	14,996.27	15,185.54	191,459.50
Landscape Maintenance		216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	2,600.04
FP&L		1,150.96	1,172.72	1,276.13	1,245.87	2,179.24	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	1,404.98	16,859.78
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	239.00	0.00	30.00	0.00	0.00	269.00
Elevator Maintenance		304.00	304.00	304.00	304.00	304.00	304.00	0.00	0.00	0.00	312.00	624.00	3,139.50	5,899.50
Armed Guard Revenue Pickup		517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	517.18	455.00	525.00	420.00	6,054.62
Garage Cleaning/Maintenance		1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,483.00	1,450.00	1,598.50	1,450.00	1,450.00	1,483.00	17,812.50
	13th St. - 17A EXPENSES	28,516.02	36,205.39	28,962.74	32,752.54	29,890.62	28,891.31	31,040.11	29,025.81	38,378.53	28,848.52	32,523.74	32,027.66	377,062.99
	13th St. -17A PROFIT/(LOSS)	24,163.98	17,837.30	24,528.78	25,631.35	30,931.52	46,654.06	29,792.34	28,882.97	13,518.47	27,172.58	27,495.88	15,567.17	312,176.40

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 Street 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. - 17A 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. - 17A 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. -17A 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
PROFIT & LOSS STATEMENT
16th Street - Anchor Garage

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
16th Street - Anchor Garage														
Revenue-Ticket	463-8000-344911	76,425.24	85,206.68	86,298.69	94,582.18	118,038.51	164,273.90	101,423.32	99,099.99	74,747.67	0.00	0.00	0.00	900,096.18
Revenue - Valet	463-8000-344587	20,015.89	20,326.63	26,858.41	14,436.45	37,707.01	20,244.86	13,807.94	20,236.91	21,732.25	0.00	0.00	0.00	195,366.35
Revenue-Monthly Permits	463-8000-344903	26,750.00	28,200.00	23,050.00	23,550.00	28,100.00	29,494.86	28,300.00	28,200.00	29,100.00	0.00	0.00	0.00	244,744.86
	16th St. Anchor - REVENUE (Sales Tax Excluded)	123,191.13	133,733.31	136,207.10	132,568.63	183,845.52	214,013.62	143,531.26	147,536.90	125,579.92	0.00	0.00	0.00	1,340,207.39
Expenses														
Security Personnel		12,428.89	10,171.83	13,395.77	13,665.72	9,837.47	13,607.43	13,622.77	17,009.29	15,641.13	0.00	0.00	0.00	119,380.30
Attendant/Cashier Labor		15,887.24	16,050.82	15,831.23	16,378.83	16,584.62	17,423.33	16,028.61	16,430.45	16,116.40	0.00	0.00	0.00	146,731.53
P&L		3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	0.00	0.00	0.00	34,200.00
Revenue Control Equipment Maintanance		775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	0.00	0.00	0.00	6,975.00
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	0.00	0.00	0.00	3,780.00
Elevator Maintenance		1,278.82	1,743.82	155.00	1,015.32	1,015.32	1,015.32	1,015.32	1,097.97	1,206.47	0.00	0.00	0.00	9,543.36
Landscape and Lot Maintenance		164.67	152.00	164.67	164.67	164.67	164.67	164.67	152.00	152.00	0.00	0.00	0.00	1,444.02
Garage Cleaning/Maintenance		2,924.40	2,924.00	2,924.00	2,924.00	2,924.00	2,924.00	22,325.40	4,869.00	4,864.00	0.00	0.00	0.00	49,602.80
Sanitation (Waste Removal)		171.64	171.64	171.43	181.96	181.96	174.34	171.64	179.01	179.01	0.00	0.00	0.00	1,582.63
Fire Alarm Service		250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	346.30	0.00	0.00	0.00	2,346.30
	16th St. - Anchor EXPENSES	38,100.66	36,459.11	37,887.10	39,575.50	35,953.04	40,554.09	58,573.41	44,982.72	43,500.31	0.00	0.00	0.00	375,585.94
	16th St. PROFIT/(LOSS)	85,090.47	97,274.20	98,320.00	92,993.13	147,892.48	173,459.53	84,957.85	102,554.18	82,079.61	0.00	0.00	0.00	964,621.45

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 Street - 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. Anchor - 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
P&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. - Anchor 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
PROFIT & LOSS STATEMENT
42nd Street Garage - 8A

LOCATION	ACCOUNTING CODE	2003 October	2003 November	2003 December	2004 January	2004 February	2004 March	2004 April	2004 May	2004 June	2004 July	2004 August	2004 September	FY 2003/2004 TOTAL
42nd Street Garage - 8A														
Revenue-Ticket	480-8000-344531	3,350.48	2,763.56	3,415.88	3,842.04	10,966.37	3,644.84	3,200.92	4,165.41	3,907.46	0.00	0.00	0.00	39,256.96
Revenue-Monthly Permits	480-8000-344595	34,620.00	34,980.00	35,760.00	33,780.00	35,040.00	35,100.00	35,100.00	34,440.00	34,200.00	0.00	0.00	0.00	313,020.00
	42nd St. - 8A REVENUE (Sales Tax Excluded)	37,970.48	37,743.56	39,175.88	37,622.04	46,006.37	38,744.84	38,300.92	38,605.41	38,107.46	0.00	0.00	0.00	352,276.96
Expenses														
Security Personnel		8,206.59	8,797.59	9,113.55	8,728.04	9,214.77	8,245.44	8,245.44	10,306.80	8,245.44	0.00	0.00	0.00	79,103.66
Attendant/Cashier Labor		3,255.18	3,257.79	3,077.53	2,837.18	4,731.24	3,317.88	3,210.77	3,537.33	3,195.09	0.00	0.00	0.00	30,419.99
FP&L		1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	0.00	0.00	0.00	16,253.64
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Elevator Maintenance		536.00	536.00	536.00	536.00	536.00	536.00	430.00	1,190.80	430.00	0.00	0.00	0.00	5,266.80
Landscape Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	136.00	0.00	0.00	0.00	136.00
Garage Cleaning/Maintenance		1,796.50	1,780.00	1,796.50	1,796.50	1,763.50	1,796.50	1,780.00	1,780.00	1,796.50	0.00	0.00	0.00	16,086.00
	42nd St. - 8A EXPENSES	15,600.23	16,177.34	16,329.54	15,703.68	18,051.47	15,701.78	15,472.17	18,620.89	15,608.99	0.00	0.00	0.00	147,266.09
	42nd St. PROFIT/(LOSS)	22,370.25	21,566.22	22,846.34	21,918.36	27,954.90	23,043.06	22,828.75	19,984.52	22,498.47	0.00	0.00	0.00	205,010.87

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
42nd Street Garage - 8A														
Revenue-Ticket	480-8000-344531	2,068.55	1,661.97	1,616.89	2,474.77	6,040.17	2,375.90	2,602.80	3,376.65	2,976.64	2,871.04	2,828.05	2,622.43	33,515.86
Revenue-Monthly Permits	480-8000-344595	36,300.00	35,940.00	35,640.00	34,680.00	35,160.00	34,320.00	34,440.00	34,200.00	34,680.00	34,500.00	34,500.00	34,740.00	419,100.00
	42nd St. - 8A REVENUE (Sales Tax Excluded)	38,368.55	37,601.97	37,256.89	37,154.77	41,200.17	36,695.90	37,042.80	37,576.65	37,656.64	37,371.04	37,328.05	37,362.43	452,615.86
Expenses														
Security Personnel		10,877.14	8,244.21	8,143.74	10,305.98	8,690.43	8,230.10	10,989.83	8,988.60	11,395.97	9,140.34	11,484.72	8,883.48	115,374.54
Attendant/Cashier Labor		2,639.24	3,696.43	2,477.56	2,507.41	3,984.97	2,718.84	2,631.78	2,989.97	4,430.24	2,897.94	3,182.84	3,082.75	37,239.97
FP&L		1,539.31	1,459.55	1,341.18	1,510.98	3,178.78	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	21,671.52
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	217.50	-217.50	0.00	0.00	0.00	0.00	0.00
Elevator Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	536.00	536.00	536.00	536.00	536.00	536.00	3,216.00
Landscape Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	182.00	0.00	0.00	0.00	182.00
Garage Cleaning/Maintenance		1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,796.50	1,796.50	1,780.00	16,938.00
	42nd St. - 8A EXPENSES	16,340.69	14,685.19	13,247.48	15,609.37	17,139.18	14,039.90	17,466.07	15,388.03	19,635.17	16,176.74	18,806.02	16,088.19	194,622.03
	42nd St. PROFIT/(LOSS)	22,027.86	22,916.78	24,009.41	21,545.40	24,060.99	22,656.00	19,576.73	22,188.62	18,021.47	21,194.30	18,522.03	21,274.24	257,993.83

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
42nd Street Garage - 8A

LOCATION	ACCOUNTING CODE	2002 October	2002 November	2002 December	2003 January	2003 February	2003 March	2003 April	2003 May	2003 June	2003 July	2003 August	2003 September	FY 2002/2003 TOTAL
42nd Street Garage - 8A														
Revenue-Ticket	480-8000-344531	2,068.55	1,661.97	1,616.89	2,474.77	6,040.17	2,375.90	2,602.80	3,376.65	2,976.64	2,871.04	2,828.05	2,622.43	33,515.86
Revenue-Monthly Permits	480-8000-344595	36,300.00	35,940.00	35,640.00	34,680.00	35,160.00	34,320.00	34,440.00	34,200.00	34,680.00	34,500.00	34,500.00	34,740.00	419,100.00
	42nd St. - 8A REVENUE (Sales Tax Excluded)	38,368.55	37,601.97	37,256.89	37,154.77	41,200.17	36,695.90	37,042.80	37,576.65	37,656.64	37,371.04	37,328.05	37,362.43	452,615.86
Expenses														
Security Personnel		10,877.14	8,244.21	8,143.74	10,305.98	8,690.43	8,230.10	10,989.83	8,988.60	11,395.97	9,140.34	11,484.72	8,883.48	115,374.54
Attendant/Cashier Labor		2,639.24	3,696.43	2,477.56	2,507.41	3,984.97	2,718.84	2,631.78	2,989.97	4,430.24	2,897.94	3,182.84	3,082.75	37,239.97
FP&L		1,539.31	1,459.55	1,341.18	1,510.98	3,178.78	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	1,805.96	21,671.52
Revenue Control Equipment Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	217.50	-217.50	0.00	0.00	0.00	0.00	0.00
Elevator Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	536.00	536.00	536.00	536.00	536.00	536.00	3,216.00
Landscape Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	182.00	0.00	0.00	0.00	182.00
Garage Cleaning/Maintenance		1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,285.00	1,796.50	1,796.50	1,780.00	16,938.00
	42nd St. - 8A EXPENSES	16,340.69	14,685.19	13,247.48	15,609.37	17,139.18	14,039.90	17,466.07	15,388.03	19,635.17	16,176.74	18,806.02	16,088.19	194,622.03
	42nd St. PROFIT/(LOSS)	22,027.86	22,916.78	24,009.41	21,545.40	24,060.99	22,656.00	19,576.73	22,188.62	18,021.47	21,194.30	18,522.03	21,274.24	257,993.83

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 Street 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. - 8A 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. - 8A 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: September 8, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **STATUS REPORT ON THE REHABILITATION OF THE EXISTING BUILDING AND CONSTRUCTION OF THE NEW FIRE STATION NO. 2.**

The improvements being made to Fire Station No. 2 include full historic renovation of the existing building, and construction of a new facility that will include three apparatus bays and living quarters for the fire crews, as well as an Emergency Operations Center.

The 25th Street water storage tanks and pumping station project was 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 Pumping Station Project began on June 9, 2003. Jasco substantially completed the tanks and pump station on June 16, 2004. The tanks are now in use, and the pumps are working as designed. CDM has issued a "punch-list" of items needing final touch-up in the pump station, and Jasco is working to complete the items on this list.

On November 25, 2003, Jasco presented to the City their Guaranteed Maximum Price (GMP) for the Fire Station portion of the project, which includes the construction of a new fire station, including an Emergency Operations Center (EOC), renovation of the existing building for use as administrative offices, and needed modifications to the site drainage. On December 10, 2003, the Mayor and City Commission approved the GMP in the amount of $8,096,580, awarded a contract to Jasco, and appropriated the funding necessary to complete the Project.

Parking at the Fire Station #2 site, is extremely limited. Construction of the new Fire Station will require use of a substantial portion of the existing Fire Station parking area for the new building foundation, plus an additional area for construction staging. Therefore, construction of the building cannot begin until the alternate parking area is completed for the Fire Department staff. This parking area consists in part of the area formerly occupied by the old steel water tank.

The old steel tank has been demolished, and work is underway to backfill the area of the tank foundation. Once this is completed, and the additional drainage is installed to service this area, the parking lot will be graded, compacted and fenced for use by Fire Department personnel, the contractor's vehicles, and some Public Works vehicles.

Agenda Item C
Date 9-8-04

Prior to final completion of the water tanks and pumping station project, two segments of storm drainage must be completed: one to resolve a conflict with an existing force main, and the other, a section that was recently added to provide drainage for the proposed temporary parking area. It is anticipated that this remaining drainage work will be completed in November 2004. It should be noted that the unforeseen site condition related to the conflict between the force main and the storm drain has added 120 days to the project.

Although construction of the new Fire Station building cannot begin until the above-mentioned drainage work is complete, the City will issue a first Notice to Proceed for the Fire Station #2 Project during this time to allow the contractor to schedule pre-construction activities, prepare the project schedule, the submittal schedule, the schedule of values, and to submit the proper bond and insurance. This will allow construction of the Fire Station to commence promptly after completion of the drainage work. A groundbreaking ceremony will be scheduled to take place just prior to the beginning of construction activities for the new fire station building.

Construction of the new Fire Station is expected to require 15 months. Following this, renovation of the historic Fire Station building, and its conversion into administrative offices, will require an estimated 13 months to be substantially complete.

JMG/RCM/TH/SC/MB

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CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 8, 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 seawall restoration at the Fire Station No. 4 site has also been added to the project. On April 14, 2004, the City's Public Works Department confirmed sufficient funding for the costs of the seawall restoration and associated repair scope of work. This portion of the project is being funded by the Shoreline and Seawall Rehabilitation Program portion of the General Obligation Bond.

The Designer, Coastal Planning Engineers, has prepared the construction drawings for the seawall restoration and completed the permitting process through both Miami-Dade County DERM and the City's Building Department.

Status Update

The new construction plans were approved by the City's Building Department on June 14, 2004. Carivon Construction has completed the demolition of the existing structure as of July 30, 2004.

In the meantime, the CIP Office has submitted to Carivon construction plans for the new fire station building and the seawall repair; has issued a Notice-to-Proceed to Carivon to initiate the seawall construction, after approving the proposal; and is working with Carivon to price the construction of the new building. A second meeting to review the new estimate for the fire station construction was held on August 30, 2004, where the Architect-of-Record, Carivon and URS participated.

The Administration coordinated the Project's construction groundbreaking ceremony, to be held on September 10, 2004.

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Agenda Item D
Date 9-8-04

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
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COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 8, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **INFORMATIONAL REPORT TO THE MAYOR AND CITY COMMISSION, ON FEDERAL, STATE, MIAMI-DADE COUNTY, THE SCHOOL BOARD OF MIAMI-DADE COUNTY, U.S. COMMUNITIES, AND ALL EXISTING CITY CONTRACTS FOR RENEWAL OR EXTENSIONS IN THE NEXT 180 DAYS.**

The City Commission adopted Resolution No. 2000-24141, which provided that all existing city contracts for renewal or extensions, which by their terms or pursuant to change orders exceed $10,000, and all extensions or renewals of such contracts, shall be presented as an informational report to the Mayor and City Commission, at least 180 days prior to the contract extension or renewal date. Subsequent thereto, the City Commission adopted Resolution No. 2001-24332, changing the reporting requirement from $10,000 to $25,000.

The Administration in addition to reporting on all existing City contracts, will now report information relative to Miami-Dade County, State of Florida and Federal GSA contracts that are approved for utilization by the City Manager. Pursuant to information contained in Miami-Dade County, State of Florida, the School Board of Miami-Dade County, U.S. Communities, Federal General Services Administration (GSA), and the City's contracts list, the following contracts utilized by the City will expire within the next 180 days:

	DESCRIPTION	VENDOR	EXPIRATION DATE	RENEWAL TERMS
1.	The Management and Operation of Street Markets on Espanola Way, Lincoln Road and Normandy Village	The Market Company	11/30/2004	May be extended for additional three (1) year period
2.	AUTOMOTIVE TRUCK PARTS & ACCESSORIES	Grainger	11/30/2004	May be extended for additional three (1) year period
3.	AUTOMOTIVE TRUCK PARTS & ACCESSORIES	Tropical International	11/30/2004	May be extended for additional three (1) year period

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DATE 9-8-04

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
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COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 8, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **UPDATE ON CITY OF MIAMI BEACH HURRICANE CHARLEY RELIEF EFFORTS IN SOUTHWEST FLORIDA**

In the aftermath of Hurricane Charley, the City of Miami Beach responded and offered support to areas of Southwest Florida affected by the hurricane.

The Fire Department deployed two units, an engine company, with four firefighter/paramedics, and a rescue company, with three firefighter/paramedics. These firefighters/paramedics were assigned to be part of Strike Teams assembled from throughout South Florida under the Statewide Mutual Aid Agreement. These units and personnel were deployed on Friday, August 13 evening and remained for nearly two (2) weeks. These units assisted with hospital evacuations, conducted search and rescue operations, and responded to fire, emergency medical, public service calls, and relieved local emergency crews. The firefighters who were deployed included: Lieutenant Scott Todd, Lieutenant Douglas Mulshine and Firefighters Neal Chapman, Dale Shomers, Anthony Wilson, Side Reese, James Aiello, William Robinette, Robert Erbs, Francis Connolly, Javier Rivero, Richard Zalewski, Roberto Quintana, Elaine Suarez, and Miguel Hernandez.

The Police Department deployed thirty (30) officers that provided assistance during the first twenty-four (24) hours after Hurricane Charley made landfall. In addition, another thirty (30) officers were deployed from August 22 through August 25. These officers helped with public service calls and relieved local emergency crews. These officers included: Captain Angel Vazquez, Captain Richie Pelosi, Captain Michael Auch, Lt. Eddy Yero, Lt. John Bambis, Lt. Larry Hankoff, Lt. Richard Weissman, Sgt. Paul Acosta, Sgt. Greg Butler, Sgt. Alex Carulo, Sgt. David Hernandez, Sgt. Gary Kluger, Sgt. Rick Clements, Sgt. Mark Causey, Sgt. Charles London, Sgt. David De La Espriella, Sunday Garcia, Sgt. Jerome Berrian, Sgt. Ibrahim Garcia, Oldy Ochoa, Rolando Noriega, Sgt. Mario Rojo, Detective. Pete Rodriguez, Jeff Cohen, Sgt. Charles London, Detective. Sheryll Kumm, Alex Bello, David Calderin, Detective Ricardo Arias, Scott Flanagan, Luis Corps, Colin Pfrogner, Orlando Sosa, Robert Covalt, Nelson Castillo , Emilio Garcia, Gus Cruz, Antonio Febeyre, Alex Serrano, Eric Dominguez, Skip Wilder, Joseph Hart, Steve Feldman, Robert Covalt, Cloris Vazquez, Hector Fernandez, Jon Brudzinski, Scott Flanagan, Detective Martin Garcia, Dimitri Gotsis, Tim Houser, Bobby Jenkins, James McLaughlin, Jorge Mercado, Mike Muley, Miguel Noa, Willie Pacheco, Mark Schoenfeld, Detective Mitch Torres, and John Griffin

Agenda Item F
Date 9-8-04

The Building Department deployed a team of four (4) building officials from August 18 to August 20 including two (2) building inspectors, one (1) electrical inspector and one (1) structural engineer, who provided mutual aid support to the City of Arcadia, in Desoto County, doing damage assessment, issuing permits, recommending condemnation of damaged structures, educating the hurricane victims about reconstruction and awareness of contractor fraud. The four individuals from the Building Department included Philip Azan, Building Director, Richard McConachie, Chief Building Inspector, Mehdi Ashraf, Chief Structural Plans Examiner and Thomas Ratner, Acting Chief Electrical Inspector

Under the Statewide Mutual Aid Agreement, public safety personnel are assembled from areas within the State of Florida that are unaffected by a natural disaster such as a hurricane. The agreement also provides for some reimbursement of expenses from FEMA through the State of Florida. Our participation allows us to respond to, and assist other communities in Florida suffering from devastation caused by natural and other disasters, as other public safety agencies would respond to assist our community if needed.

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 8, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **UPDATE ON CITY OF MIAMI BEACH FIRE DEPARTMENT ACCREDITATION FROM THE COMMISSION ON FIRE ACCREDITATION INTERNATIONAL (CFAI).**

The City of Miami Beach Fire Department received Accreditation from the Commission on Fire Accreditation International (CFAI) at the CFAI conference meeting on August 11, 2004. This accreditation is a voluntary process predicated on the department involved evaluating itself and the community service levels.

The Miami Beach Fire Department conducted a self assessment answering the following three basic questions:

1. Is the organization effective?
2. Are the goals objective and is the mission of the organization being achieved?
3. What are the reasons for the success of the organization?

The Fire Department began the accreditation process on March 31, 2001 and ended successfully in New Orleans on August 11, 2004. The process itself was very comprehensive and involved nearly one thousand hours of staff time to complete. The Fire Chief's Management Team and the entire Fire Department are to be commended for their success in achieving accreditation. Division Chief Christopher Parrino deserves special recognition for acting as Accreditation Manager and assuring that all the documentation needed for this process were obtained and on track with the CFAI's accreditation model.

I was in attendance to support the Fire Department before the full CFAI Commission and at the Awards Ceremony in New Orleans, together with Mayor David Dermer, Commissioner Luis Garcia, Union President David Noel and Union Vice-President Adonis Garcia. Our presence and comments left a positive impression with CFAI Commission.

Currently the City of Miami Beach is part of a select group of 9 out of 645 Fire Departments in the State of Florida, and only 102 Fire Departments worldwide, who have achieved accreditation status. We can all be proud of our Fire Department's achievement which demonstrates a professional organization that provides assurances to peers and the public that the department has defined objectives and strives to meet or go beyond them.

Attached is the letter from the Commission on Fire Accreditation International informing the City that the Fire Department is an Accredited agency. Also attached is the Accreditation Report.

Agenda Item G
Date 9-8-04

CITY OF MIAMI BEACH
Office of the City Manager
Letter to Commission No. 230-2004

To: Mayor David Dermer and Members of the City Commission

Date: August 26, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **ACCREDITATION OF THE MIAMI BEACH FIRE DEPARTMENT**

The purpose of this LTC is to inform the Mayor and Commission that the Fire Department received Accreditation with the Commission on Fire Accreditation International (CFAI) at the CFAI meeting in New Orleans on August 11, 2004. This accreditation is a voluntary process predicated on the department involved evaluating itself and the community service levels. The Miami Beach Fire Department conducted a self assessment answering the following three basic questions:

1. Is the organization effective?
2. Are the goals objective and is the mission of the organization being achieved?
3. What are the reasons for the success of the organization?

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Currently the City of Miami Beach is part of a select group of 9 out of 645 Fire Departments in the State of Florida, and only 102 Fire Departments worldwide, who have achieved accreditation status. We can all be proud of our Fire Department's achievement which demonstrates a professional organization that provides assurances to peers and the public that the department has defined objectives and strives to meet or go beyond them.

If you have any questions or need any additional information, please feel free to let me know.

C: Floyd Jordan, Fire Chief
F:cmgr/all/LTC04/Fire Accreditation

RECEIVED
04 AUG 27 AM 10:51
CITY CLERK'S OFFICE

COMMISSION ON FIRE ACCREDITATION INTERNATIONAL, INC.

4500 SOUTHGATE PLACE
SUITE 100
CHANTILLY, VIRGINIA 20151

(703) 691-4620
FAX: (703) 691-4622
TOLL FREE: 1-866-866-2324
WWW.CFAINET.ORG
E-MAIL: CFAI@CFAINET.ORG

August 25, 2004

City of Miami Beach Fire Department
Fire Chief Floyd Jordan
2300 Pinetree Drive
Miami Beach, FL 33140

Dear Fire Chief Jordan,

I am very pleased to inform you that the Commission on Fire Accreditation International (CFAI) recognizes the City of Miami Beach Fire Department as an Accredited Agency.

The CFAI is dedicated to assisting fire and emergency service agencies throughout the world in achieving excellence through self-assessment and accreditation in order to provide continuous quality improvement and the enhancement of service delivery to their communities.

Your personnel have demonstrated their commitment to this mission and have met in full the requirements set forth by the CFAI, as witnessed by the site visitation team of your peers and members of the Commission.

Accredited Agency status is for a period of five years, if your agency submits an annual report on your Accreditation anniversary date demonstrating your agency's continual commitment to the CFAI process. You are required to complete your new manual for re-accreditation prior to the completion of your fifth year of accreditation.

Congratulations on behalf of the Board of Trustees for the Commission on Fire Accreditation International in achieving Accredited Agency status.

Sincerely,

Robert L. Ridgeway
Chair, CFAI Commission

The mission of the Commission on Fire Accreditation International is to assist the fire and emergency service agencies throughout the world in achieving excellence through self assessment and accreditation in order to provide continuous quality improvement and enhancement of service delivery in their communities.

Commission on Fire Accreditation International

Accreditation Report

City of Miami Beach Fire Agency
2300 Pinetree Drive
Miami Beach, Florida 33140
United States of America

This report was prepared on February 22 , 2004
by the
Commission on Fire Accreditation International, Inc.
for the
City of Miami Beach Fire Agency

This report represents the findings
of the peer assessment team that visited the
City of Miami Beach Fire Agency
January 15 – 19, 2004

Peer Assessment Team
Warren Savage, Team Leader
Brian Kazmierzak, Peer Assessor
Wayne Senter, Peer Assessor
James Dundas, Peer Assessor
Ralph Dorio, Observer

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EXHIBITS

- Example Fire Agency Organizational Chart
- Example Fire Agency Operations Chart
- Summary Rating Sheet (For Commission Use Only)

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PREFACE – BACKGROUND ON CFAI

The Commission on Fire Accreditation International is dedicated to assisting fire and emergency service agencies throughout the world in achieving excellence through self assessment and accreditation in order to provide continuous quality improvement and the enhancement of service delivery to their communities.

The idea for fire service accreditation originated in the mid-1980s with a Memorandum of Understanding between the International Association of Fire Chiefs (IAFC) and the International City/County Management Association (ICMA). This MOU led the way for the creation of the National Fire Service Accreditation Program, the predecessor of the CFAI.

In December 1996, the Agreement and Declaration of Trust for the CFAI was signed by the Board of Trustees and the new organization was created. The five member Board of Trustees has financial oversight of the organization.

<u>The CFAI Board of Trustees are:</u>

Chief (Retired) Ronny J. Coleman, Elk Grove, California
IAFC Representative

Chief Cliff Jones, Tempe, Arizona
IAFC Representative

Mr. Burton T. Conway, Township Manager, Township of Abington, Pennsylvania
ICMA Representative

Mr. David Cooke, County Manager, Wake County, Raleigh, North Carolina
ICMA Representative

Mr. Michael Worthington, Vice President, Motorola, Inc., Shaumburg, Illinois
Member at Large

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The CFAI is made up of 11 representatives. The commission is responsible for the general governance of the organization and the decisions regarding Agency accreditation, the self-assessment process and any other CFAI activities.

The Commission Members are:

Chief William F. Jenaway, King of Prussia Volunteer Fire Company, Pennsylvania
IAFC Fire Agency Head Representative for a population of up to 24,999

Chief Robert L. Ridgeway, Gastonia Fire Agency, North Carolina
IAFC Fire Agency Head Representative for a population of 25,000 to 99,999

Assistant Chief Paul D. Brooks, Greensboro Fire Agency, Greensboro, North Carolina
IAFC Fire Agency Head Representative for a population of 100,000 to 249,999

Chief Gary Warren, Austin Fire Agency, Austin, Texas
IAFC Fire Agency Head Representative for a population of 250,000 and above

Chief Paul V. Stewart, Jr., NAS Jacksonville Fire Agency, Jacksonville, Florida
Federal Fire Service Representative

Mr. Ralph Dorio, Insurance Services Office
Insurance Industry Representative

Mr. Frank Florence, National Fire Protection Association, Boston, Massachusetts
Consensus Standards Representative

Mr. Paul McIntosh, County Manager, Oroville, California
ICMA CEO County Government Representative

Mr. John J. Drago, City Administrator, City of Longwood, Florida
ICMA CEO City Government Representative

Deputy Chief Laurie Moore, Calgary Fire Agency, Calgary, Alberta Canada
International Fire Service Representative

Dr. Lori L. Moore, MPH, EMT-P, Assistant to the General President, Washington, D.C., IAFF, Labor Representative

The headquarters office for the Commission on Fire Accreditation International is located at 4500 Southgate Place, Suite 100, Chantilly, Virginia 20151-1714. The CFAI has a three-person staff, with Ms. Sarah J. Greenfield as Executive Director, Ms. Bonny Downing as CFAI/DoD, Program Assistant and Ms. Kimberly Jimenez, CFOD, Program Assistant position.

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INTRODUCTION

On November 19, 2003, the City of Miami Beach Fire Agency (Agency) asked the CFAI for a site visit to determine if they could be recommended for accreditation. On November 4, 2003, the CFAI appointed a Peer Assessment Team. The Peer Assessment Team conducted an on site visit of the Agency between January 15 and January 19, 2004.

In preparation for the on site visit, each team member received the Agency's Self-Assessment Manual. This manual produced by the Agency's represented a significant effort by the staff of the Agency and other community agencies.

The City of Miami was incorporated on March 26, 1915. Located within Miami Dade County and adjacent to a US Coast Guard Station, this fire Agency provides fire protection, rescue and Emergency Medical Services to approximately 87,933 people as well as 20,500 average daily transit population and 21,000 additional seasonal population from January to April.

Composition

The city is primarily a residential community with numerous single-family homes and the second highest concentration of high-rise buildings in the world. They also have the second highest statewide concentration of tourists. There are several retail shopping centers as well as one hundred and thirty high-rise hotels. The average citizen age is 39.

The City covers a 7.1 square mile area plus 10 miles of water and 63.26 miles of water frontage. The City abuts the Atlantic Ocean to the east presenting hurricane and tornado vulnerabilities and other such natural disasters. As the City is a major tourist attraction and it borders major commercial shipping ports, the City also present numerous man made hazards.

Government

City Manager/Mayor/Commission
Seven City Council members (all at large including the Mayor).

Fire Agency

4 Fire Stations
224 Uniform and Civilian Personnel
4 Engine Companies
2 Ladder Companies
6 Rescues
3 Reserve Engines
1 Reserve Ladder
3 Reserve Rescues
1 Utility Truck for Emergency Lighting and Field Air Delivery

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1 Incident Command Emergency Response Vehicle
1 Rescue Supervisor Emergency Response Vehicle

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EXECUTIVE SUMMARY

The Commission on Fire Accreditation International (CFAI) has completed a comprehensive review and appraisal of the City of Miami Beach Fire Agency based upon the 6th Edition of the Fire and Emergency Services Self Assessment Manual. The Commission's goals are to promote organizational self-improvement and to award accreditation status in recognition of good performance. The assessment team's objectives were to validate the Agency's self study accreditation manual, identify and make recommendations for improvement, issue a report of findings and conclude if the Agency is eligible for an award of accreditation.

The Agency is to be commended for its participation in this very comprehensive and detailed accreditation process. All members of the Agency and city staff were very open, responsive and candid. This approach greatly aided the team in its limited four-day site visit. The benefits obtained will improve the quality of the fire service delivery system and the community's emergency services.

The Agency is a very dynamic and progressive Agency. Their emergency services are unique in the fire service discipline and they respond to the community's expectations of service. The Agency has managed to keep pace with the growth and at the same time add resources that not only serve the growth area but also provide improved in-depth emergency resources to the existing community.

The Agency's accreditation self study reflected a genuine appraisal of current performance and improvement needs. This study represents a very time consuming detailed analysis of the Agency and their personnel are to be commended for their efforts.

The summaries of findings by the Peer Assessment Team are as follows:

Governance and Administration

The Agency met all core competencies.

The Miami Beach Fire Agency has been legally established per Florida State statue and the City of Miami Beach Code. There is an effective communications process between the City Managers office and the Authority Having Jurisdiction (AHJ). In addition, the Fire Chief has an effective communications process with the shift firefighters.

Assessment and Planning

The Agency met all core competencies.

The Agency utilizes customized maps supplied by the City Mapping Agency. Mapping includes geographical boundaries including fire zone and sub-units. Demographics and other community characteristics are identified and economic indicators, water supply and

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fire suppression systems are used in the planning process. Codes and regulations are used in the planning process.

Planning zones are assessed for response time, fire loss, call type and frequency of activity. Fire and non-fire risks are identified and a standard of response coverage has been established.

The Agency has adopted and published a strategic plan that has been submitted to the City Manager.

Goals and Objectives

The Agency met all core competencies.

The Agency has an up to date strategic plan that defines functional services and their specific goals and objectives that are used for organizational direction. The Agency should consider integrating and coordinating the planning elements established in self-assessment into the strategic plan.

Financial Resources

The Agency met all core competencies in this area.

The Agency's financial planning and resource allocation is based on Agency planning, involves staff participation and supports the Agency's mission, goals, and objectives. The Agency has been given appropriate direction by the governing body and there exists a well-defined process for budget development.

The financial resources and fiscal management of the Agency are excellent. The budget is coordinated with the city and the Agency's programs, goals and objectives. The Government Finance Officers Association (GFOA) certifies the city Finance Agency.

Programs

The Agency met all core competencies.

The Agency is a full service fire Agency. One hundred and seventy seven personnel are certified as paramedics and twenty-seven as emergency medical technicians. The Agency delivers structural fire suppression, emergency medical services at an advanced life support (ALS) level as well as hazardous materials, technical rescue and weapons of mass destruction response capability. The Agency has 4 ALS Engines, 2 ALS Ladders and 6 ALS transport rescues.

A planning process exists that is inclusive of changes in all operations of the community as well as changes in city emergency response services.

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A vigorous training and certification program for all fire service personnel is in place and supported by all in the Agency. The fire prevention, public education and fire investigation are of high quality and functional.

The Agency ensures quality assurance based on national standards established guidelines, governing laws, and in place procedures. Quality assurance rests with the Agency due to working relationships and its ability to record response time and servile level availability.

The Agency's nightclub fire prevention and life safety activities are state of the industry and have been recognized by the local and national media.

Physical Resources

The Agency met all core competencies.

All facilities are well maintained. The Agency is in the process of rebuilding fire Stations #2 and #4, and remodeling the current fire station #2 into administrative offices.

Apparatus equipment and safety equipment is meeting the needs of the Agency.

There is an active apparatus replacement and maintenance program. The apparatus maintenance program is exemplary and should be complemented.

Human Resources

The Agency met all core competencies.

Human resource functions within the City and the Agency are well developed with appropriately documented policies and procedures. All legal mandates are being met and state law is being followed. Qualified applicants are recruited and hiring and promotional testing follow appropriate guidelines. Career development programs and annual performance reviews are in place.

Human resource activities are consistent with the mission and the goals of the Agency.

Training and Competency

The Agency met all core competencies in this category.

The training program is comprehensive and emphasis is placed on meeting national standards. Training is not consistent among companies and this needs to be addressed with more comprehensive short and long-term training calendars. This should be considered a priority. In addition, the Agency is in need of a training tower drill area for training so they no longer have to rely on acquired structures.

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Record keeping for the training division is at the basic level using Microsoft Access and should be upgraded when the Agency installs its new RMS program so that the data will provide the Agency with valuable data for meeting training needs far into the future.

Essential Resources

The Agency met all core competencies.

The emergency communication system provides services generated from the E911 center located in the Police Agency. The facility is a combination police/fire center administered by the Police Agency.

The water supply system for the community is well developed and maintained. Working relationships exist between the Agency and the Miami Beach Agency of Public Works. In addition, there are an abundance of hydrants and a redundant system, which prevents the island from being cut off in an emergency.

External System Relationships

The Agency met all core competencies.

The Agency identifies the maintenance of external relationships (within City government and among regional allied agencies) as a strategic initiative in its Strategic Plan. There are mechanisms in place to address issues of common interest among all stakeholders and participants. The statewide agreement and the City Manager's Executive Committee provide a mechanism to keep relationships current and effective, and assure that intergovernmental cooperation supports the efforts of the Agency. If additional functions or agreements are needed, these processes provide a mechanism to address the need.

CONCLUSIONS

The self-study manual produced by the City of Miami Beach Fire Rescue Department was of high quality. The manual represented a significant effort by the staff of the Agency to produce and present a quality document.

- The City of Miami Beach Fire Rescue Department has demonstrated that all core competencies have been met and received a credible rating.

- The City of Miami Beach Fire Rescue Department has demonstrated that all applicable criteria have been met and received a credible rating.

- The Peer Assessment Team recommends Accredited Department Status for the City of Miami Beach Fire Rescue Agency from the Commission on Fire Accreditation International.

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RECOMMENDATIONS

The Peer Assessment Team conducted an exit interview with the Agency consisting of the Fire Chief and most all the staff that participated in the self-assessment study. The purpose of the meeting was to review the team's findings and recommendations. The Agency was given an opportunity to respond to any errors in findings of fact.

Strategic Recommendations

Strategic recommendations were developed from information gathered from the on-site assessment visit and the evaluation of the criteria and core competencies.

1. Both Assistant Fire Chiefs play a significant role in managing the Agency's HR policies. Clerical support for these positions should be considered to assist them in being successful.

2. The Agency should implement a Document Control Process that tracks critical documentation relative to publication date, review date, person assigned, when reviewed, and next review date. The process should also include a mechanism that shows the inter-relationships between documents such that when one document is modified, all associated document relationships and references are updated. This tracking mechanism may be placed on the Agency intranet site for ease of updating on a standardized periodic basis.

3. There should be a direct tie between the budget and other planning documents such that any modifications made to the budget requires coordination with appropriate modifications to the applicable goals and objectives.

4. To assist with the budgetary process, the Agency should consider conducting a Risk Valuation Analysis that assesses total City property, infrastructure and cultural value against its investment in fire protection, life safety, rescue services and EMS. Then benchmark the percentage investment against like or similar municipalities to gain a perspective on the City's level of applicable public safety investment.

5. The Agency should consider integrating planning elements into their strategic plan as a means to manage and coordinate the overall planning process.

6. The Agency should consider a process to verify that all employees have reviewed important HR policies such as work place harassment during the annual review process.

7. The Agency needs to improve record keeping across all aspects of the department. Further, the Agency needs to improve its data capture and data analysis with respect to planning, program evaluation and program management.

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Specific Recommendations

Specific recommendations were developed from the appraisal of performance indicators in each of the ten categories.

Category I Governance and Administration
Criterion 1A: Governing Body

Performance Indicator

1A.3 There is a method that utilizes qualifications and credentials to select the Agency's Chief Fire Officer

The Agency should revise the Fire Chief's job description to reflect that he reports to the City Manager.

Category II Assessment and Planning
Criterion 2B: Fire Risk Assessment and Response Strategies

Performance Indicator

2B.3 Given the fire risk(s), area of responsibility, demographics, economic indicators, fire loss data, water supply and automatic fire protection system information, a "standard of response coverage" strategy has been established.

The Agency should update their Standards of Cover Manual to provide a quantified objective regarding Suppression and Rescue response times, and Quality Assurance mechanisms for assessing quality of services provided.

Category IV Financial Resources
Criterion 4A: Financial Planning

Performance Indicators

4A.4 Financial planning addresses the strategic or master plan goals and objectives.

Continue to improve communications between the Agency and the City Finance Department regarding changes that affect the fire department.

4A.6 Capital expenditures reflect organizational objectives.

The Agency should continue to pursue the purchase of a Ladder truck per the Agency's emergency vehicle replacement schedule. This purchase is an essential resource that should not be delayed.

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Category V Programs
Criterion 5C: Public Education Program

Performance Indicator

5C2: The agency has staffing to accomplish the program's mission, goals and objectives.

The public education function is staffed with one person. Although field crews are employed in many public education functions, there does not appear to be sufficient support to address the community's public education needs.

Criterion 5D: Fire Investigation Program

Performance Indicator

5D6: There are standard operating procedures/general operating guidelines for the fire cause and investigation program.

The Agency should establish a "Chain of Evidence/Evidence Preservation" policy for fire investigations so that incendiary evidence is not purposefully or inadvertently destroyed during mop up operations.

Category VII Human Resources
Criterion 7A: Personnel Administration

Performance Indicator

7A.1 There is a designated personnel manager.

The Agency should continue to provide leadership in a regional cooperative to establish CPAT physical agility testing for entry level Firefighters.

Criterion 7B: Recruitment, Selection, Retention and Promotion

Performance Indicator

7B.2 The agency and its members are part of the recruitment process.

The Agency should continue to be involved in improving the entry level and promotional testing programs with the City HR Department.

Criterion 7D: Use of Human Resources

Performance Indicators

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7D.4 There is a program for employee / member input / or a suggestion program.

The Agency should continue to pursue implementation of the IAFC/IAFF Leadership Partnership program as a method to foster good relations with the leadership of IAFF Local 1510.

7D.5 There is a career development program in place.

The Agency should investigate the feasibility of incorporating their officer development program into the IAFC professional development program.

7D.6 The agency has a health/physical fitness program and provisions for non-compliance by employees/members are written and understood.

The Agency should investigate the feasibility of implementing the IAFF/IAFC wellness initiative as a means to improve the respirator (SCBA) compliance program and sick leave usage.

Criterion 7F: Risk Management and Personnel Safety

Performance Indicator

7F.2 There is a system for identifying and evaluating workplace hazards.

The Agency should consider adopting a near miss program for use through their safety committee in preventing accidents.

Category VIII Training and Competency
Criterion 8B: Training and education performance

Performance Indicators

8B.2 The organization provides both short and long-range training schedules.

While the Agency has long and short-term training schedules, the Agency needs to create a more formal scheduling method that allows for consistency of training among all companies and shifts.

8B.6: The agency maintains individual/member training records.

The Agency should improve its certification tracking mechanism and place the process on the Agency intranet site so that the training officer and each employee can track their certifications.

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Criterion 8C: Training and Education Resource

Performance Indicator

8C.1 Available training facilities and apparatus are provided to support the training needs of the Agency.

The Agency needs to rely less on acquired structures for training and provide a training tower facility for Agency training needs.

Category IX Essential Resources
Criterion 9A: Water Supply

Performance Indicator

9A.10 The Fire Agency should have standard operating procedures outlining utilization of available water supply.

While the Agency has a policy outlining the utilization of available water supply, the new version of this policy needs input from the officers of the Agency and then placed in the agency's SOG Manual.

Criterion 9B: Communication Systems

Performance Indicator

9B5: There are standard operating procedures and methods in place for all types of dispatching services provided by the communication center.

The Agency should place copies of NFPA 72 and 1221 in the dispatch center.

Category X External Systems Relations
Criterion 10B: Automatic and/or Mutual Aid Agreements

Performance Indicator

10B.1: The automatic and/or mutual aid agreements are identified, current, and support organizational objectives. The policies and procedureshave been incorporated into operational policies and documentation.

The Agency should consider requesting from the Miami Beach City Attorney an additional review of the Statewide Mutual Aid Agreement to see if there are open issues related to local Agency cooperation, and determine if local agreements are necessary to address those issues.

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OBSERVATIONS and RATINGS

Category I – Governance and Administration

The Agency met all core competencies in this category.

The Agency mission is appropriate and is coordinated with the charter/powers of the city. There is a process for ensuring that there is compliance with the policies. The fire chief selection process is effective and has been modified to meet the needs of the Agency.

The administrative structure is effective except for a need of clerical support for the AC's. Many plan elements are one sentence that says, "there are no plans to change." There is a review process in place and the plan element should be changed to reflect these processes.

There was a time where budget cuts resulted in the elimination of one AC, this position has been restored; however, there seems to be a lack of secretarial staff to support these two positions. Much of their time is spent doing their own clerical work.

The team concurs with the Governance and Administration Category report of the self-study, its appraisal and action plan.

The overall performance rating for the Governance and Administration Category is Credible.

Category II – Assessment and Planning

The Agency met all core competencies in this category.

The Agency utilizes customized maps supplied by the City Mapping Agency. The City Mapping Agency produces various maps based upon the Agency's needs to include water maps, street maps, utility maps and various special purpose maps. Geographical boundaries including fire zone and sub-units are identified and used as a basis of service planning.

Demographics and other community characteristics are identified and economic indicators, water supply and fire suppression systems are used in the planning process. Codes and regulations are used in the planning process. Planning zones are assessed for response time, fire loss, call type and frequency. Fire and non-fire risks are identified and a standard of response coverage has been established. Based on these assessments, the Agency has not seen the need to modify its response compliments.

The Agency has adopted and published a strategic plan that has been submitted to the City Manager. A consultant who obtained multiple levels and sources of input developed the plan. Input included union members, command officers and community groups. This

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assured general acceptance and buy in from constituent groups. The plan was distributed across all levels of the organization.

It was noted during the site visit that a more active document control process would assist the Agency in keeping up with all the materials produced during the Self Assessment Process.

The team concurs with the Assessment and Planning Category report of the self-study, its appraisal and action plan.

The overall performance rating for the Assessment and Planning Category is Credible.

Category III – Goals and Objectives

The Agency met all core competencies in this category.

The Agency recently went through a strategic planning exercise using ESGi where they evaluated and revised their Agency and division missions. A collaborative process was used. The Chief meets with his members and develops Goals and Objectives. Then the Chief meets with the City manager and other Agency heads/assistant managers to develop over all city goals and objectives. The budget document is then coordinated to reflect these end goals/objectives. The Goals and Objectives and the budgeting process effectively compliment one another.

The plan elements from the self-assessment document should be integrated with the Agencies strategic plan document. The Division Chiefs now report on an as needed basis for status of Goals and Objectives. There are conflicting statements regarding a change in this reporting process. Clarify if this change is being considered or if it is going to be changed. The Fire Chief's goals and objectives are a signed contract with the City Manager.

The team concurs with the Goals and Objectives Category report of the self-study, its appraisal and action plan.

The overall performance rating for the Goal and Objective Category is Credible.

Category IV – Financial Resources

The Agency met all core competencies in this category.

The Agency has a system that coordinates the goals and objectives with the budget document. They also have an efficient system for developing and coordinating the Agency goals into the city goals. There is some need to coordinate the budget cuts back with the program descriptions.

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There is an efficient capital replacement schedules for vehicles; however, they are not being followed. There is a need to purchase one ladder unit to maintain essential vehicle reliability. Some capital replacement schedules are maintained by other city agencies, such as computers. These replacement schedules should be developed with input from the Agency's users. Outside agencies should regularly communicate with the Agency regarding changes to the replacement schedules.

The city's finance Agency is GFOA certified and meets the technical requirements for best management practices. Finance should continue to look for opportunities to improve communications with the Agency especially in areas where the Agency is the subject matter expert.

The team concurs with the Financial Resources Category report of the self-study, its appraisal and action plan.

The overall performance rating for the Financial Resource Category is Credible.

Category V – Programs

Criterion 5A – Fire Suppression

The City of Miami Beach Fire Rescue Agency met all core competencies in this criterion.

The City of Miami Beach Fire Rescue Agency has been organized utilizing NFPA 1710 and the Agency's response and deployment standards are based upon population density, high-rise and fire demand needs of the community. The suppression allocation effectiveness, as well as its deployment strategies, is well designed and organized. The Agency's four stations provide citywide coverage with Agency staffing based on station location to maintain a four-minute response.

The incident command system (ICS) is in place and utilized on a daily basis as well as maintaining a management information system utilizing the Agency's fire reporting system. Operating Procedure Manuals, Standard Operating Guidelines (SOG's), laws, regulations and policies as well as ICS provide an effective foundation for a sound fire suppression capability.

The city is utilizing a central communication system, which utilizes CAD. The recent upgrading and improvement of this system has continued to enhance their ability to appraise their response reliability, deployment objectives as well as current operational capabilities.

The team concurs with the Fire Suppression criterion report of the self-study, its appraisal and action plan.

The overall performance rating for the Fire Suppression Criterion is Credible.

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Criterion 5B – Fire Prevention / Life Safety Program

The Agency met all core competencies in this criterion.

The Fire Prevention / Life Safety Program delivers an effective inspection process which is consistent with the departments mission. The Florida Fire Prevention code 2001 edition incorporates NFPA 1, Fire Prevention Code 2000 edition and NFPA 101 Life Safety Code 2000, empowers the Agency to enforce the Florida Building Code, which has codified the SBCCI Code 1997 by There more than 3,000 night club commercial occupancies in City of Miami Beach Fire Rescue Agency that require inspection. The current process calls for most of those occupancies to be inspected annually with Mercantile Occupancies inspected every two years. Agency field units are involved in the inspection process and augment the Fire Inspectors by inspecting the Mercantile Occupancies.

This economical use of existing resources ensures a high degree of efficiency. Personnel are well trained and equipped. Certifications are monitored and maintained. Written reports are reviewed by a supervisor prior to entry into the system. One Inspector is assigned to Permits and Inspections to facilitate Plans review to ensure adequate water supply and vehicle access.

Feedback from fire incident data has just been upgraded and is providing information that will be beneficial for generating a more effective Trend Analysis. The Agency should move to ensure the enhancement the Fire Incident Report to capture data, which would assist Fire Prevention in evaluating trends, and analyzing future needs.

The Agency's nightclub fire prevention and life safety activities are state of the industry and have been recognized by the local and national media.

There is a comprehensive Risk Analysis program utilized which is incorporated in the Agency's Planning process for Fire Prevention Activities.

The team concurs with the Fire Prevention/Life Safety Program criterion report of the self- study, its appraisal and action plan.

The overall performance rating for the Fire Prevention / Life Safety Program Criterion is Credible.

Criterion 5C – Public Education Program

The Agency met all core competencies in this criterion.

The Public Education Program of the City of Miami Beach Fire Rescue Agency has been put together and operated very well. It is very comprehensive and effective. The staff is comprised of personnel, all of whom have in depth background in education. Many of

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the programs are developed in house and tailored to targeted audiences. Programs are in place for children, adults and senior citizens. There are a number of programs administered through the office, which include public safety in general as well as fire safety. A small example of the programs provided includes Smoke Detectors, Child Safety Seats, Cheat Reaper (anti-dui), Kidshowz Videos, and Juvenile Firesetters and many others.

Monthly, Quarterly and Annual Reports are generated. Ample records are maintained documenting the classes provided and audiences reached. Pre and Post Tests are administered to track effectiveness. Customer surveys will be distributed and documented to provide for feedback. Data is entered into various databases for review and analysis. The existing record keeping system lacks a database to track the Juvenile Firesetter and Child Safety Seat programs. Records for these programs are currently maintained in hard copy format. The Agency should create databases to capture the desired data for both of these initiatives.

The Public Education Program enjoys a great deal of public support as well as internal support for their projects. Donations and Grants have allowed for such initiatives as the Smoke Detector and Child Safety Seat projects. The "Cheat the Reaper", anti DUI program is a prime example of one project where virtually all materials and time were donated. This educational tool is a very popular and draws large audiences wherever it is displayed. All facets of the Agency are actively involved in the Public Education process and assist the office in any capacity required.

The team concurs with the Public Education Program criterion report of the self-study, its appraisal and action plan.

The overall performance rating for the Public Education Program Criterion is Credible.

Criterion 5D – Fire Investigation Program

The Agency met all core competencies in this criterion.

The Fire Investigation Program is effective and efficient. The Agency is vested with the statutory responsibility for the investigation of fires to determine origin and cause. The Officer in Charge makes an initial evaluation to determine cause. A Fire Investigator may be requested as needed in accordance with departmental Standard Operating Procedures.

The Fire Investigator conducts an investigation using NFPA 921 as a guideline. Investigators are assigned Personnel are well trained and certifications are maintained. Tools, equipment and supplies are sufficient to accomplish their task. Additional resources are available through the Agency as well as the Police Agency and other

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agencies that have working relationships with Fire Investigation. When arson is suspected the police and the state Fire Marshall is called in.

Monthly and Quarterly reports are generated to track daily activities. Fire investigation Reports are kept on file for three years and then placed in central storage for twenty years. Response information is captured in the computer aided dispatch (CAD) system, which is utilized for the Fire Reporting System. Fire Investigators use their computer system to interact with the Police Record System.

The team concurs with the Fire Investigation Program criterion report of the self-study, its appraisal and action plan.

The overall performance rating for the Fire Investigation Program Criterion is Credible.

Criterion 5E – Technical Rescue

The City of Miami Beach Fire Rescue Agency met all core competencies in this criterion.

The City of Miami Beach Fire Rescue Agency maintains technical rescue team equipment on all its front line response units as well providing local heavy rescue services and is an integral operational part of the Regional Technical Rescue Team.

The Agency has a light an air unit with a full compliment rope rescue equipment as well as hydraulic extrication power equipment completely fitted out to accomplish heavy rescue assignments. These units carry high angle rope rescue kits, extrication, concrete and wood cutting tools, torches, cutting implements and confined space equipment.

All technical rescue incidents are recorded on the Agency's incident reporting system. These reports are done by the first due company officer and compiled by the Division responsible for the technical rescue. The Agency has regularly scheduled meetings where evaluations are made on all activities.

The team concurs with the Technical Rescue criterion report of the self-study, its appraisal and action plan.

The overall performance rating for the Technical Rescue Criterion is Credible.

Criterion 5F – Hazardous Materials

The City of Miami Beach Fire Rescue Agency met all core competencies in this criterion.

The Agency's Hazardous Materials (HAZMAT) Team personnel are well trained and have the equipment to mitigate events as they occur. The HAZMAT program is well integrated into their overall response. All personnel are trained to the awareness level with 28 functional HAZMAT personnel are trained and certified to the operation level.

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The Agency uses a tiered response for HAZMAT incidents and calls for the regional Hazardous Materials (HAZMAT) Team when required.

The Agency has sufficient SOG's to provide adequate guidance and have a process to manage operational level concerns effectively. All SOG's are reviewed continuously and updated at east every five years. Computer and hard copy references are utilized for onsite references and information / communication.

The HAZMAT personnel work very closely with the Dade County Regional Hazardous Materials Team.

The team concurs with the Hazardous Materials criterion report of the self-study, its appraisal and action plan.

The overall performance rating for the Hazardous Materials Criterion is Credible.

Criterion 5G –Emergency Medical Services

The City of Miami Beach Fire Rescue Agency met all core competencies in this criterion.

The Agency provides a complete EMS system delivery, which has six (6) ALS response and transport vehicles and forms the Emergency Response System (ERS). All firefighters are trained to the following levels: 27 EMT's, 177 ALS.

The Agency has Paramedic suppression engine and ladder companies as well, to augment city ALS EMS personnel on the scene. All engine and ladder companies provide ALS medical care and have 12 lead defibrillators or AED's onboard.

The Agency in conjunction with the Agency of EMS is providing professional service to the city in an efficient and timely manner. There is a Quality Assurance (QA) program in place overseen by the city's Medical Director.

The team concurs with the Emergency Medical Services criterion report of the self-study, its appraisal and action plan.

The overall performance rating for the Emergency Medical Services Criterion is Credible.

Criterion 5H – Emergency/Disaster Management

The City of Miami Beach Fire Rescue Agency met all core competencies in this criterion.

The City of Miami Beach is a divisional Emergency Operations Center (EOC) representative to the Miami-Dade County Office of Emergency Management (MDOEM), and as such, an officer is sent as the representative to the Miami-Dade Emergency Operations Center (MDEOC) during any activation. Since the city is a barrier island, the

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city has secured a conference room located at the Miami-Dade Fire Agency headquarters in the event an evacuation is ordered.

The City of Miami Beach Fire Rescue Agency Fire Chief is the Coordinator of Emergency Services and is the principal aide and chief advisor to the City Manager / Director of Emergency Services and serves as Director in the City Manager's absence.

As lead Agency, the City of Miami Beach Fire Rescue Agency continuously updates and exercises the City's Emergency Operations Plan (EOP) on an annual basis. The Agency participates in local, regional, state and federal training exercises dealing with natural and man-made disasters of all types.

City agencies take an active role in all aspects of operational exercises. The City of Miami Beach Fire Rescue Agency leadership and support is essential to ensure that the disaster planning process continues its positive development of disaster preparedness.

The team concurs with the Emergency/Disaster Management criterion report of the self-study, its appraisal and action plan.

The overall performance rating for the Emergency /Disaster Management Criterion is Credible.

Criterion 5I – Response to Weapons of Mass Destruction

The Agency met all core competencies in this criterion.

The City of Miami Beach Fire Rescue Agency met all core competencies in this criterion.

The Agency's Response to Weapons of Mass Destruction personnel are well trained and have the equipment to mitigate events as they occur. The program is well integrated into their overall response. All personnel are trained to the awareness level with 28 functional Response to Weapons of Mass Destruction personnel are trained and certified to the operation level. The Agency uses a tiered response for Weapons of Mass Destruction incidents and calls for the regional Hazardous Materials (HAZMAT) Team when required.

The Agency has sufficient SOG's to provide adequate guidance and have a process to manage operational level concerns effectively. All SOG's are reviewed continuously and updated at east every five years. Computer and hard copy references are utilized for onsite references and information / communication.

The Response to Weapons of Mass Destruction personnel work very closely with all other City of Miami Beach departments.

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The team concurs with the Response to Weapons of Mass Destruction criterion report of the self-study, its appraisal and action plan.

The overall performance rating for the Response to Weapons of Mass Destruction Criterion is Credible.

Category VI – Physical Resources

The Agency met all the core competencies in this category.

Each of the currently staffed fire stations is strategically located throughout the service area. All facilities are well maintained and in good repair. Office space for all current staff positions is not adequate; however, the remodeling of the current station # 2 will solve this problem. It was a noticeable concern that none of the current facilities was equipped with automatic fire sprinklers. It is recommended that the City consider adopting a fire sprinkler policy that would include their fire stations as an example to the community and to protect their firefighters and assets.

Another concern that was evident after a site visit to each fire station was that many of the living areas are directly adjacent to the apparatus bays. No provision was in use for the control of vehicle exhaust emissions; however, due to the local climate, the bay doors remain open most of the time. Exposure to vehicle exhaust has been identified as a danger to personnel. It is recommended that the Agency explore the possibilities of installing systems to control vehicle exhaust at each fire station to improve the overall safety for firefighters.

The apparatus maintenance program is exemplary and should be complemented. The emergency vehicle technicians are adequately trained and have adequate resources. The FASTER system is meeting the needs of the Agency in the tracking and documentation of apparatus maintenance.

Self Contained Breathing Apparatus (SCBA) maintenance is another task currently being performed by Agency personnel. The City is currently benefiting from this service in both direct cost savings and through having the convenience of rapid repairs. The SCBA shop was found to be clean and equipped with all the necessary tools and diagnostic equipment required.

The team concurs with the Physical Resource Category report of the self-study, its appraisal and action plan.

The overall performance rating for the Physical Resource Category is Credible.

Category VII – Human Resources

The Agency met all core competencies in this category.

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The city does have a designated Personnel director that supports the Agency's human resource needs. Firefighter testing is a collaborative effort between the Agency and the city Human Resources office.

The physical agility portion of the test has recently been changed. The Agency should continue to consider a cooperative effort to implement the CPAT testing. Currently the Agency requires firefighter certification for entry testing. The new member orientation program seems to be efficient. The Agency should continue to work with the city HR Agency to improve communications and coordination regarding human resource programs that directly affect the Agency.

The Agency is looking at implementing an officer development program. They should consider integrating their existing system with IAFC's fire officer professional development program.

The Agency does have regular and open communications with Labor representatives and they are considering implementing the joint IAFF/IAFC Leadership Partnership program. Personnel policies are in place and available to the Agency members. Consideration of including high-risk low frequency HR policy training verification should be considered by the Agency. This could be incorporated with the annual performance review process. Shift members sick leave use should be reviewed before the 10-shift rule currently in place.

Consideration should be made incorporating wellness programs and other incentives to assist in managing this as well as respiratory compliance issues. The Agency does do an annual fit testing for respirator compliance, but should investigate the need to document baseline spirometry and annual respirator checklists.

The Agency does have an effective safety committee that reviews accidents and makes recommendations to the administration. The committee should consider a near miss program where close calls can be reviewed to prevent accidents in the future.

The team concurs with the Human Resources Category report of the self-study, its appraisal and action plan.

The overall performance rating for the Human Resource Category is Credible.

Category VIII – Training and Competency

The Agency met all core competencies in this category.

The Miami-Beach Fire Agency has an adequate training program focused on National Standards. Routine evaluations are conducted to ensure that the training program is both relevant and effective and measures individual skill levels. In addition, performance based measurements, are used to evaluate crew performance and effectiveness.

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The Agency has long and short-term training schedules; however, these need to be made more comprehensive to allow for more consistent training among companies and for better documentation.

In addition, the Agency is in need of a dedicated training tower facility for operations instead of having to rely solely on acquired structures.

Currently the Agency has a very informal officer development training program. It is imperative that the Agency institutes a career/officer development program for its members.

The team concurs with the Training and Competency Category report of the self-study, its appraisal and action plan.

The overall performance rating for the Training and Competency Category is Credible.

Category IX – Essential Resources

Criterion 9A – Water Supply

The Agency met all core competencies in this criterion.

The minimum fire-flow requirements are well documented along with fire-flow test records.

The Agency has an adequate water supply in all areas of the city and jurisdiction. A Water Supply / Fire Stream Management has been in place for several years, however the new Water Supply / Fire Stream Management SOG should be finalized after review by the officers of the Agency and placed in the SOG Manuals.

The working relationship between the fire and water departments is noteworthy with regular communications and the master plan improves water main size, which in turn will improve fire flow capabilities. Maps of hydrant locations are current; however, the Agency should look into a GIS Mapping System for hydrants.

The team concurs with the Water Supply criterion report of the self-study, its appraisal and action plan.

The overall performance rating for the Water Supply Criterion is Credible.

Criterion 9B – Communications Systems

The Agency met all core competencies in this criterion.

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The Miami Beach Police Agency provides communication services to police and fire. The radio system appears to be well designed and operating effectively. The fire Agency seems to be well equipped with communication devices.

The communication center space allocation and environment is good, with adequate space assigned for call takers, dispatchers, and supervisors. The Miami Beach Police Agency provides the supervision of the 911 system. The Center has been accredited under the Commission for Law Enforcement Accreditation.

The team concurs with the Communications System criterion report of the self-study, its appraisal and action plan.

The overall performance rating for the Communications System criterion is Credible.

Criterion 9C & D – Administrative Services & Office Systems

The Agency met all core competencies in this criterion.

Administrative support processes are adequate and appropriate for the function of the Agency; although, the administrative supporting staff seems to be lean for the amount of work required. The management process is institutionalized and information flows well throughout the organization in all directions.

Office resources are adequate for the needs of the organization. Customer service needs are met through a variety of the city's means of communication; the Better Place system is a great way for the Agency to understand the needs and the concerns of the citizens. Organization documents are kept on the computers at each Fire Station. These documents are accessible from every computer terminal and are kept up-to-date.

The team concurs with the Administrative Services and Office Systems criterion report of the self-study, its appraisals and action plans.

The overall performance rating for Administrative Services and Office Systems Criterion is Credible

Category X – External Systems Relations

The Agency met all core competencies in this category.

The Agency identifies the maintenance of external relationships (within City government and among local, regional and statewide allied agencies) as a strategic initiative in its Strategic Plan. There are mechanisms in place to address issues of common interest among all stakeholders and participants. In the Miami Dade Comprehensive Emergency Management Plan, each Agency has been identified by role and function. Any conflicts

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that occur are resolved through provisions in the statewide agreement or through interagency/intergovernmental processes.

The statewide agreement and the City Manager's Executive Committee provide a mechanism to keep relationships current and effective, and assure that intergovernmental cooperation supports the efforts of the Agency. If additional functions or agreements are needed, these processes provide a mechanism to address the need.

The team concurs with the External Systems Relations Category report of the self study, its appraisal and action plan.

The overall performance rating for the External Systems Relations Category is Credible.

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CITY OF MIAMI BEACH

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COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 8, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **STATUS REPORT ON THE CITY MANAGER'S AUGUST RECESS AUTHORITY PURSUANT TO RESOLUTION NO. 2004-25653, TO SELECT, NEGOTIATE, AWARD AND REJECT ALL BIDS, CONTRACTS, AGREEMENTS, PURCHASE ORDERS, CHANGE ORDERS AND GRANT APPLICATIONS; RENEW EXISTING CONTRACTS WHICH MAY EXPIRE; TERMINATE EXISTING CONTRACTS AS NEEDED; FROM THE LAST COMMISSION MEETING ON JULY 28, 2004, UNTIL THE FIRST REGULARLY SCHEDULED COMMISSION MEETING ON SEPTEMBER 8, 2004, SUBJECT TO RATIFICATION BY THE CITY COMMISSION AT ITS FIRST REGULARLY SCHEDULED MEETING ON SEPTEMBER 8, 2004.**

The Mayor and City Commission at its July 28, 2004 Commission meeting, adopted Resolution No. 2004-25653, which authorized the City Manager, or his designee, to sign all contracts, agreements, purchase orders, change orders, and grant applications; renew any existing contracts, for an appropriate period of time; terminate existing contracts, as needed, from the last Commission meeting on July 28, 2004, until the first regularly scheduled Commission meeting on September 8, 2004, subject to ratification by the City Commission at its first regularly scheduled meeting on September 8, 2004.

During the aforementioned timeframe (July 28 – September 8, 2004), neither the City Manager nor designee, exercised the authority granted by the City Commission via Resolution No. 2004-25653. There were no awards relative to contracts, agreements, purchase orders, change orders, and grant applications. There were no renewals or extensions of existing contracts. And there were no termination of existing contracts.

JMG:PDW:GL

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Agenda Item H
Date 9-8-04

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